



**Monday, September 17, 2018
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. 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.

III. Approval of Minutes

Approval of Minutes of September 4, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing Additional Investigation and Inquiry in the Matter of an Application of Arrow Ambulance, LLC
3. Amended Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-Of-Way and in Central Park - Decatur Smokin' BBQ Festival
4. Ordinance Rezoning Property From R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District 1048-1070 West Wood Street
5. Ordinance Rezoning Property R-6 Multiple Family Dwelling District, O-1 Office District, B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District Generally Located in the 200-599 Blocks of East Marietta Street, 700-999 Blocks of North Martin Luther King Jr. Drive, 544-599 Blocks of East Wabash Avenue, and 700-999 Blocks of North Water Street (Community Care Campus)
6. Ordinance Amending Zoning Ordinance Section II. Definitions, Section XII.B-2 Commercial District, Section XIV. B-4 Central Business District, Section XVI. M-1 Intense Commercial-Light Industrial District (Truck Stop Establishments)
7. Resolution Accepting the Bid Price of Ray O'Herron Company, Inc. for the Parts and Installation to Upfit Six (6) 2019 Ford Police Interceptors.

8. Resolution Authorizing the City Manager to Execute Collective Bargaining Agreement Pay and Benefits for Decatur Police Benevolent and Protective Association Labor Committee
9. Amended Ordinance Vacating Public Rights-of-Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Rights-of-Way and to Vacate the Alley Rights-of-Way Located Between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, Between the 400 Blocks of East Central Avenue and East King Street, Between the 200 Blocks of East Central Avenue and East King Street, Between the 800 Blocks of North Warren Street and North Water Street, Between the 900 Blocks of North Warren Street and North Water Street, and Between the 200-599 Blocks of East King Street and East Marietta Street
10. 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. Ordinance Annexing Territory-903 North Country Club Road
 - B. Resolution Authorizing a Water Service Agreement for 3708 West Ravina Park Road
 - C. Resolution Authorizing a Water Service Agreement for 4975 South Franklin Street Road
 - D. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue - Lock Stock & Barrel Millikin Homecoming Party - October 5, 2018
 - E. Change in Title of the ICMA-RC Plan Coordinator

VI. Other Business

VII. Adjournment

August 2018 Monthly Reports

ATTACHMENTS:

Description

Type

City Council Minutes, September 4,
2018

Backup Material

CITY COUNCIL MINUTES

Tuesday, September 4, 2018

On Tuesday, September 4, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Bill Faber. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

Interim City Manager Billy Tyus attended the meeting as well.

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

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Shannon Wright shared her experience with the City of Decatur Administrative Court.

Eldon Burg asked for leniency for Shannon Wright's Administrative Court case.

Mayor Julie Moore Wolfe called for approval of the minutes. The minutes of the August 20, 2018, City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

Interim City Manager provided an update on the City's budget and responded to Council member's questions and comments.

Mayor Julie Moore Wolfe called for Proclamations and Recognitions. Karen Halicki read the Proclamation in celebration of the 100th Anniversary of the Macon County Association for Home and Community Education.

Public Hearing - Petition of the City of Decatur, Illinois, to Vacate Streets, Alleyways and other Rights of Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Right-of-Way and to vacate the Alley Right-of-Way located between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, between the 400 Blocks of East Central Avenue and East King Street, between the 200 Blocks of East Central Avenue and East King Street, between the 800 Blocks of North Warren Street and North Water Street, between the 900 Blocks of North Warren Street and North Water Street, and between the 200-599 Blocks of East King Street and East Marietta Street.

Mayor Julie Moore Wolfe shared that the policies of the Council state public hearings to vacate streets, alleys and other rights-of-way are to be held before Plan Commission except in unusual circumstances. The unusual circumstances in this case justifying the public hearing held before Council would include the factors that overdose deaths are on a significant increase in the community, significant resources in the community are being utilized and directed in response and there is a significant limited in time opportunity for redevelopment of an underutilized and unused area of the City to address these community goals.

Mayor Julie Moore Wolfe asked if there was a consensus among Council to proceed with the public hearing finding the unusual circumstances in the matter. There was a consensus from council.

Mayor Julie Moore Wolfe declared the public hearing open and asked anyone wishing to speak to approach the podium.

Jerry Pelz, Director of Northeast Community Fund expressed his concern with traffic patterns around the site.

Mayor Julie Moore Wolfe declared the public hearing closed.

2018-39 Ordinance Vacating Public Rights-of-Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Rights-of-Way and to Vacate the Alley Rights-of-Way Located Between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, Between the 400 Blocks of East Central Avenue and East King Street, Between the 200 Blocks of East Central Avenue and East King Street, Between the 800 Blocks of North Warren Street and North Water Street, Between the 900 Blocks of North Warren Street and North Water Street, and Between the 200-599 Blocks of East King Street and East Marietta Street Vacating Public Rights-of-Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Rights-of-Way and to Vacate the Alley Rights-of-Way Located Between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, Between the 400 Blocks of East Central Avenue and East King Street, Between the 200 Blocks of East Central Avenue and East King Street, Between the 800 Blocks of North Warren Street and North Water Street, Between the 900 Blocks of North Warren Street and North Water Street, and Between the 200-599 Blocks of East King Street and East Marietta Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Interim City Manager responded to questions from Councilman David Horn and Jerry Pelz, Director of Northeast Community Fund concerning traffic patterns.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Bill Faber and Mayor Julie Moore Wolfe voted aye. Councilwoman Dana Ray abstained from the vote. Six ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

R2018-114 Resolution Authorizing Real Estate Contract for Property Generally Located in the 200-500 Blocks of East Marietta Street, the 200-500 Blocks of East King Street, the 200-500 Blocks of East Central Avenue, the 200-500 Block of East Wabash Avenue and the 800-900 Blocks of North Warren Street and North Water Street in the Wabash Crossing Redevelopment Area, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Interim City Manager Billy Tyus responded to questions from Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Bill Faber and Mayor Julie Moore Wolfe voted aye. Councilwoman Dana Ray abstained from the vote. Six ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

2018-40 Ordinance Amending Zoning Ordinance Section II. Definitions Section XXVII. Wireless Facilities Section XXX Zoning Board of Appeals, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Councilwoman Lisa Gregory voted nay. Six ayes, one nay. Mayor Julie Moore Wolfe declared the motion carried.

R2018-115 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz Inc. for Fire Station 5 Construction Project, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Fire Chief Jeff Abbott responded to questions from Council members.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2018-41 Ordinance Granting Conditional Use Permit to Allow for an Ambulance Service 417, 447, 453, and 461 West Wood Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber voted aye. Mayor Julie Moore Wolfe abstained from the vote. Six ayes, one abstention. Mayor Julie Moore Wolfe declared the motion carried.

2018-42 Ordinance Granting Conditional Use Permit to Allow for an Ambulance Service 1102 West Ravina Park Road, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber voted aye. Mayor Julie Moore Wolfe abstained from the vote. Six ayes, one abstention. Mayor Julie Moore Wolfe declared the motion carried.

R2018-116 Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for the Calendar Year 2019, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-117 Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Finance Director Gregg Zientara responded to questions from council members.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-118 Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-119 Resolution Authorizing Excess Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2018-43 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of Merchant Street - Northeast Community Fund - Feed the Fund - September 29, 2018, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Board of Director President Regan Deering, Northeast Community Fund, thanked Mayor Julie Moore Wolfe and Council members for considering approval of the ordinance.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Councilman Bill Faber exited at 7:43pm.

Councilman Bill Faber returned at 7:45pm.

Mayor Julie Moore Wolfe call for other business and recognized City Clerk Debbie Bright's retirement and Councilman Pat McDaniel's 70th birthday.

Interim City Manager Billy Tyus responded to Councilman David Horn's questions regarding the letter council received regarding panhandling and the status of the Ash/51 site.

Councilman David Horn would like to hold a study session on the City's Administrative Court by mid-December.

With no other business, Mayor Julie Moore Wolfe called to Recess to Study Session to discuss council goals.

Mayor Julie Moore Wolfe would like to continue to repair infrastructure, continue with revitalization efforts, build cash reserves and start demolishing abandoned properties.

Councilwoman Dana Ray would like to see a quality plan set into place if there is a recurring complaint/issue and add a section in the monthly report on how the complaint/issue was handled, build cash reserves and hire a Media Manager to manage the city's message.

Councilman Pat McDaniel would like to demolish the library annex, work with staff in implementing a marketing plan for the empty space in the library, implement a 2-3 year strategic budget, build additional cash reserves to fund pension obligations, fund public safety departments and infrastructure, find additional business opportunities and review/modify current zoning codes.

Councilwoman Lisa Gregory would like to build cash reserves, have contractual arrangements to those entities that the city supports, hire a Media Manager, decide what areas to focus on in the city's community revitalization efforts, implement an annual calendar to keep everyone on track, implement a written plan with broad goals and strategic actions, implement a quality management plan and figure out how to keep good recruits here so that the city is not always in training mode.

Councilman Bill Faber would like to see the minimum raise increased to \$12.00 an hour immediately.

Councilman Chuck Kuhle would like to build cash reserves to 45 days, implement a timeline calendar of events, hire a City Manager in a timely but thorough fashion, have a balanced budget in 2019, see if customer service is being affected by holding positions, work with the State of Illinois and Decatur Park District to build running/bike paths around basin two of Lake Decatur and do a study in 2019 for running/bike paths.

Councilman David Horn would like to create a mission statement that would serve as the guidance for the creation of yearly goals. Councilman David Horn would like for Council to focus on stabilization decline and create yearly goals with certain deliverables and benchmarks that are connected to the budget; goals must be well defined. Councilman Horn feels that there is another opportunity for categories of goals which is environmental sustainability and increased wellness. Councilman Horn would like to see a comprehensive plan for natural resources including forested areas which could include an opportunity for hiking paths. Neighborhood revitalization should include housing, demolitions, remediation of housing code violations, fill 4,500 unoccupied housing units, encourage building of new homes, reuse of Macon County Trustee lots, changes to ordinances and enhance landlord/tenant relations. Councilman Horn would like to set a goal to have only 80 houses left on the demolition list by 2018, 40 by 2019 and 0 by 2020. Councilman Horn would like to see Macon County Trustee lots purchased by the end of 2019 and implement a program to repurpose the houses/lots. Councilman Horn would like to implement a residence improvement incentive by 2019 and offer tax rebates for new construction and property improvements and also focus more on the retail environment.

Councilman McDaniel added that he would like to see by January, 2019, a defined comprehensive marketing manual on revitalization.

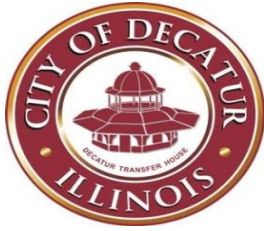
Mayor Julie Moore Wolfe called for Recess to Closed Executive Session under Section 2. Open Meetings Act (c) (5) for the Purchase or Lease of Real Property for the Use of the Public Body and (c) (6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body and (c) (11) Litigation, when action an against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Councilman Pat McDaniel motioned to Recess to Closed Executive Session; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Councilwoman Lisa Gregory moved the regular Council meeting be adjourned; seconded by Councilman Pat McDaniel. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 8:10 p.m.

Approved September 17, 2018
Kim Althoff
City Clerk



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report August 2018

The Year in Play

The City of Decatur financial position remains stable and improving, but delicate, at the present-time. The position can be impacted by changes in the local economy and distributions of taxes from the State of Illinois that are outside the control of the City.

The 2018 budget for the City was approved on December 4, 2017 by the City Council with Council Resolution R2017-142 with General Fund Budget Revenue of \$64.800 million and Expense of \$67.995 million. The General Fund budget approval included a cash basis deficit of \$3.195 million.

The total 2018 City budget approved with Council Resolution R2017-142 is for budget Revenue of \$203.7 million and Expense of \$210.3 million, representing an in-period cash basis deficit of \$6.6 million. The non-general fund deficit of \$3.4 million is the result of the year on year timing of revenue received versus expenditures for projects including Lake Decatur dredging, sewer fund projects, state motor fuel tax projects, as well as other capital project initiatives of the City.

The 2018 City budget was amended with the Appropriation Ordinance adopted by the City Council on March 5, 2018 with Ordinance 2018-07, with Budget Revenue of \$203.7 million (same as the original budget) and Expense of \$211.3 million, an increase of \$1.0 million from the original budget. The expense increase is in non-general fund expense. The General Fund budget was unaffected.

The 2018 City budget was further amended with the Series 2018 General Obligation Bond Ordinance adopted by the City Council on May 21, 2018 with ordinance 2018-16, fixing Budget Revenue at \$214.4 million and Expense at \$219.7 million. The changes are in non-general fund revenue and expense. The General Fund budget was unaffected.

The General Fund budget deficit is primarily the result of certain effects of the State of Illinois fiscal 2018 budget where funding distributions to local governments were reduced, namely,

- 10% hold back on income tax distribution,
- expected reduction in PPRT distribution,
- 2% home rule sales tax collection fee

These state budget decisions have negatively impacted 2018 city revenues by \$1.5 million. In addition, the outstanding police labor contract retroactive to May 1, 2015, upon eventual settlement, will require the city to make retroactive payroll to the police employees, expected to cost \$1.2 million. Further, inflation and other cost increases in the city baseline budget have increased costs by \$0.5 million.

The budget deficit presents challenges and unknowns that will have impact on City finances and operations.

- State budget matters impacting revenue distribution to the city,
- City Council deliberation of the methods to balance the city budget,
- Potential of State legislation freezing or inhibiting property tax options for local government,
- Continued development of the local economy,
- Development of state and local sales tax revenues to the City,

- Manufacturing employment in the local economy,
- Economic development success in the City and region

These factors will have significant impact on the financial position, condition, development and progress of the City of Decatur.

On May 31, the State Legislature adopted the State of Illinois 2019 fiscal year budget (July 1 2018 to June 30 2019), with Governor Rauner signature on June 4, the state budget for fiscal year 2019 is finalized.

The state budget addressed certain of the funding issues that have negatively impacted local governments in the state. Namely, the 10% “holdback” of LGDF funding (state income tax distribution) has been reduced to a 5% “holdback in state fiscal 2019; and, the 2% “collection fee” on local home rule sales tax imposed by the state has been reduced to 1.5% “collection fee” for fiscal 2019. PPRT (Personal Property Replacement Tax) distribution was not addressed to local government benefit, whereby, the state will continue to divert money to finance state budget matters thereby reducing money distributed to local governments.

The result of the state budget has favorably impacted City finances, whereby, the changes will “theoretically” increase revenue by \$575k on an annual basis, therefore, assisting the City in solving the General Fund \$2.0 million deficit situation.

Although local governments did not achieve all that was desired and lobbied by local officials to State Representatives in the state budget concerning funding to local governments, we are satisfied to achieve what was achieved, and are prepared to lobby on another day.

Of note is the effort of Mayor Julie Moore Wolfe. Mayor Moore Wolfe was an active and engaged voice, in cooperation with the Illinois Municipal League, to the State Legislature in efforts to secure restored funding to local governments.

City Financial Position

The City of Decatur ended August 2018 with a total cash position of \$79.2 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$85.4 as of the end of July.

The City General Fund ended August 2018 with a cash position of \$7.7 million versus the July cash position of \$7.1 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash position at August 31 provides a cash reserve representing 41 days of expense coverage in the City General Fund. The best practice reserve is a 45-60 day cash reserve or \$8-11 million.

City cash at August 31 excluding the General Fund cash position is \$71.5 million, contained in Special Revenue funds (\$10.3 million), TIF Redevelopment funds (\$1.2 million), Capital funds (\$10.6 million), Debt Service fund (\$0.7 million), Internal Service funds (\$4.9 million) and Enterprise funds (\$43.8 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Aug 2018	Jul 2018	Comment
Special Revenue	10.3	10.5	Library, State MFT, Local MFT, Federal programs, PS capital, etc
TIF Redevelopment	1.2	1.3	Debt service and redevelopment agreement obligations
Capital	10.6	8.8	Capital funding available
Debt	0.7	0.7	Debt service obligations
Internal Service	4.9	4.7	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	43.8	52.3	Utilities - Water, Sewer, Storm Water, Lake Dredging, Transit

Non-General Fund	71.5	78.3	
General Fund	7.7	7.1	Basic services to citizens and stakeholders
Total City Cash	79.2	85.4	

City cash position reported in \$ millions, numbers may not add due to rounding

Changes of note in the period:

- Capital funds increased \$1.8 million, result of the interfund loan from water funds (\$2.0 million) for the Johnson Controls energy savings initiative. Spend down of this cash will occur over the balance of 2018.
- Enterprise funds decreased \$8.5 million. Water fund decrease (\$2.4 million) due to the interfund loan to capital funds (\$2.0 million) and in period negative operational cash flow (\$0.4 million) from debt service payments in the month; Transit decrease (\$0.5 million) due in period operational cash flow; Sewer fund increase (\$0.2 million); Storm Water fund decrease (\$0.1 million); Fiber Optics fund increase (\$0.2 million); and Water Bond fund decrease (\$6.0 million) with payments to the dredging contractor.
- **City has not yet received the State IDOT transit operating grant for the quarter period July 2018 to September 2018 in the amount of \$1.2 million.**
- City awaits State IDOT approval of the 2019 fiscal year grant application, which has delayed receipt of the July to September quarterly operating grant funding. City has submitted the grant funding request in the required timeframe, City awaits IDOT issuance of grant approval documentation expected in the near term.
- **City Treasurer and Transit Staff continue to work with state IDOT to secure Transit operating grant distributions in more timely fashion. We will keep Council informed of our progress.**

General Fund Position

Cash

The City General fund cash position ended August at \$7.7 million, an increase from the July cash position of \$7.1 million. The current cash balance represents a cash reserve position of 41 days (was 38 days).

City cash reserve position is much improved from 2-3 year's prior, however, best practice for financial security of the city is to continue to build the cash reserve position in the general fund.

Revenue and Expense

City General Fund Position of revenue received versus expense incurred to date is as follows for the period ending August 2018.

\$ (000)	Budget (4)	Year to Date (1)	Budget Target (2)	% vs Target (3)
Revenue	64,800	43,554	42,320	3%
Expense	67,995	41,173	43,716	(6)%
Surplus(deficit)	(3,195)	2,391	(1,396)	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget, with annual appropriation ordinance scheduled for Council Adoption on February 20, 2018

General Fund Revenue Comments

Revenue to date through August is \$43.6 million versus budget to date revenue of \$42.3 million, above budget by \$1.2 million or 3%.

General Fund revenue is tracking above budget to date, primarily the result of improved performance of Gas & Electric Utility Tax (\$0.3 million), State Income Tax (\$0.6 million), State Replacement Tax (\$0.2 million) and video gaming tax (\$0.1 million) revenues.

Key Economic Driven General Fund Revenues

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year to date revenue received, with comparison to the full year budget and prior year revenue receipt. With eight months into the twelve-month cycle, the year-to-date benchmark is 67% of the full year budget revenue.

\$ (000)	2018 Budget	2018 YTD	YTD % of Year Budget	2017 YTD	% Change yr vs yr
State Sales Tax	10,874	7,377	68%	7,217	2%
Local Sales Tax	9,552	6,468	68%	6,490	0%
State Income Tax	6,783	5,140	76%	5,670	(9)%
Food & Beverage Tax	3,257	2,173	67%	2,158	1%
Telephone Tax	1,674	1,110	66%	1,204	(8)%
Utility Tax (Gas & Elec)	4,702	3,482	74%	3,113	12%
State Local Use Tax	2,123	1,405	66%	1,291	9%
Cable TV Tax	1,055	762	72%	799	(5)%
State Replacement Tax	925	801	87%	928	(14)%
Hotel Use Tax	848	580	68%	470	23%
Video Gaming Tax	1,130	815	72%	847	(4)%

Sales Tax – state sales tax is running 1% above the full year budget target, and 2% above the prior year; local sales tax is running 1% above the full year budget target, and on par with the prior year. The sales tax revenue stream is “the primary funding source driver” financing the general fund, representing a revenue stream in excess of \$20 million or 31% of the general fund revenue. The 2018 budget contemplated a flat projection versus 2017 for state sales tax revenues and a 2% decline in local sales tax revenues.

The State of Illinois 2018 Budget adopted by the State Legislature in July 2017 included a “2% tax” imposed on the collection of “local home-rule” sales tax revenues. This collection tax has been implemented by the State DofR. This collection tax will cost the City of Decatur \$0.2 million in 2018. The 2019 state budget has reduced the “collection fee” to 1.5%, theoretically returning \$0.05 million (\$50k) to the City of Decatur on an annual basis.

Of concern for the City Treasury is the ongoing marketplace transition to on-line shopping. This will continue to have negative impact on the sales tax revenue received by the City. Long term, this is not a favorable position for the City revenue stream. Legislative changes at the state level are the only solution, beyond more retail experiences in the city. ***The recent U.S. Supreme Court decision is expected to have a favorable impact on City of Decatur receipts of on line sales tax activity. The financial impact benefit is estimated to be in the range of \$250k on an annual basis. This revenue stream is expected to commence with October 2018 on line transactions, with first receipt of the “local use tax” revenue will occur in January 2019.***

State Income Tax – 11% above the full year budget target and 9% below the prior year. The 2018 budget was conservatively projected (as we envisioned at the time of the 2018 budget development), however, the distributions are at best difficult to project. ***The State of Illinois 2018 budget included a 10% “hold-back” of LGDF distributions to local governments which has been implemented effective with the August 2017***

distribution and has negatively impacted the income tax revenue received by the City. The State action will cost the City \$1.0 million in 2018 revenues. The 2019 State budget has reduced the “hold back” to 5%. This will theoretically return LDGF revenue distribution to the City in an amount approaching \$0.575 million, of course dependent upon, state income tax receipts and population distribution formulas.

This revenue stream is “a **primary funding source driver**” financing the general fund, which in prior periods was a revenue stream of \$7.5 to 8.0 million or 12% of the general fund revenue.

Food & Beverage Tax – on par with the full year budget target and 1% above the prior year.

Telephone Tax – 1% below the full year budget target and 8% below the prior year. The 2018 budget contemplated a further decline in telephone tax revenue. Telephone tax revenues have continued to decline each of the last several years as consumers shift to mobile telephones eliminating land line telephones, thereby reducing the number of telephone lines available to tax.

Gas & Electric Utility Tax – 7% above the full year budget target and above the prior year by 12%. The City implemented a tax increase to 4.25% (from 1.25%) effective with usage billed commencing February 1, 2016. This revenue stream will stabilize at a level of \$4.7 million given the current city tax rate and then be impacted up or down by utility prices and consumer usage.

State Replacement Tax – 20% above the full year budget target, 14% below the prior year. The 2018 budget was conservatively projected (as we envisioned at the time of the 2018 budget development) and contemplated an expected decline in state PPRT distributions to local governments with funding diverted to state matters. This is not a revenue stream that the City can place great reliance on for continuation at levels to date as the State of Illinois is expected to continue to use this revenue stream for its purposes potentially reducing revenue available for distribution to local governments.

Hotel Use Tax – 1% above the full year budget target, 23% above the prior year. City increased the hotel use tax rate from 6% to 8% effective January 1, 2016.

Video Gaming Tax – 5% above the full year budget target and 4% below the prior year. City has resumed allocating 15% of video gaming tax revenue to the City Economic Development fund. Total video gaming revenue thru August of \$959k is ahead of the budget and 12% above the prior year. Tax revenue continues to exceed the budget expectation. Currently operating are 81 establishments with 391 video gaming terminals.

General Fund Expense Comments

General Fund expense in the month of \$4.213 million was below the budget expectation of \$4.306 million. On a year to date basis, general fund spending is below budget by \$2.5 million or 6%.

Cash balances in funds of note are as follows with comment:

Drug Enforcement	\$0.8 million	Earmarked for police capital as available (\$0.3 million available)
Local Roads and Streets	\$2.0 million	Earmarked for street repair and maintenance.
State Motor Fuel Tax	\$2.5 million	Earmarked for street repair and maintenance.
Major Moves	\$0.0 million	Earmarked for economic development infrastructure projects
Public Library Fund	\$0.9 million	In line with expectation
Library Capital Fund	\$0.1 million	Earmarked for CapEx requirements and cash reserves
Library Trust Fund	\$0.2 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Capital Project Fund	\$2.0 million	Funding available for JCI energy savings initiative from

		interfund loan from water funds. Will be spent down before year end
2018 Project Fund	\$8.5 million	2018 GO bond proceeds for the fire station renovation and fire station replacement initiatives
Debt Fund	\$0.7 million	Earmarked for debt payments on current debt issues
Fleet Maintenance	\$0.2 million	Earmarked for repair and maintenance of city vehicle fleet
Equipment Replacement	\$0.5 million	Earmarked for emergency replacement of capital equipment. Cash position and lack of in year funding is substandard to maintain capex replacement schedules.
Risk Management Fund	\$1.5 million	Cash reserves for ongoing business insurance costs including liability, property, worker's compensation. City desired reserve is \$2.5 million necessary to sustain and protect the city.
Employee Insurance Fund	\$2.6 million	Coverage for healthcare and other EE benefit expense.
Public Transit Operations	\$1.4 million	<i>Outstanding are the 2018 fiscal year Federal grant (\$1.6 million) expected to be received in September. State fiscal 2019 Q1 IDOT operating grant not yet received. City awaiting IDOT approval of the grant request., expected any day. City staff will continue process to affect advance transit funding.</i>
Fiber Optics Fund	\$0.3 million	Earmarked for city investment in the next phase of fiber optic network. Project work in progress.
Storm Water Fund	\$2.0 million	Balance and ongoing cash flow are sufficient to fund currently defined storm water projects
Sewer Fund	\$7.0 million	Balance available and revenue flow will fund currently defined sewer projects – Council ordinance 2016-91 adopted 12/05/2016 provides the price increase required to fund sewer projects in compliance with US EPA requirements
Water Utility Funds	\$20.5 million	Cash balance of \$20.5 million, includes \$12.5 million sequestered in the debt reserve fund, representing the next 12 months' debt service payments. Remaining cash balance of \$8.0 million represents a 4+ month reserve of water operating expense – the water rate increases effective May 1, 2013 and beyond has allowed City to finance cap-ex and secure the best practice reserve. The current cash position allows funding of capital expense securing water main infrastructure replacement and other necessary capital expenditure envisioned in the short-term period. The Water Utility Fund continues to operate in accordance with the price increase model expectations
Water Bond Construction	\$15.3 million	Balance available to pay contractor invoices for the dredging of Lake Decatur.

Trust & Agency Fund balance of \$162.9 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include \$33.0 million in US Treasury Bonds. The investment schedule on page 4 of the Treasurer's financial report provides the details of the investments. The investments are comprised of \$14.5 million dredging bond proceeds, \$8.3 million fire station initiative bond proceeds and \$10.2 million of pooled cash.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months - 2 years.

The interest earnings from the investments to date have earned the city income in excess of \$0.5 million. Additional interest income will accrue to the city over the period to investment maturity in an amount approximating \$0.4+ million.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Debt outstanding is \$197.2 and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2018 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

New debt instruments in 2018 will include continued debt issuance for road and street rehabilitation secured by the local motor fuel tax, continued debt issuance for fire facility rehabilitation secured by general purpose tax levy revenue, and capital lease and / or note payable financing to replace certain vehicle stock covered within the operating budget of the City.

The Council has approved the issuance of General Obligation 2018 Series Bonds to finance the final phase of the Lake Decatur dredging initiative, the construction of fire stations in support of the fire station replacement initiative, and the refunding of certain debt financing the rehabilitation of fire stations. The debt transaction closed in July.

The city council approved a refunding of the 2008 Series General Obligation Bonds which will save the city \$0.3 million in interest financing costs over the remaining life of the debt. This refunding transaction was concluded in December 2017.

Revenue Tracking

City-wide Revenue received in the fiscal months ending August 2018 of \$141.3 million is 66% of the annual revenue budget of \$214.4 million.

Of note, the property tax revenues received by the City according to the 2017 Tax Levy in effect, provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, provide funding for the City contribution to the Decatur Municipal Band and provide funding for general purpose earmarked for investment in Fire Station facility repair and rehabilitation.

The cost of day to day City government operations as well as capital spending requirements of City operations, including general government, public safety police and fire protection, public works streets & municipal services and infrastructure operations, are not funded by property tax revenues, but rather are funded by other taxes

including locally imposed or state distributed sales & use tax, income tax, food & beverage tax, hotel/motel tax, utility tax, and other minor tax.

Property Tax in 2018

The 2017 property tax levy, approved by Council in December 2017 with Council Ordinance 2017-55, for a tax levy amount of \$13.876 million, is now certified by the State of Illinois.

Equalized assessed value ("EAV") for the 2017 EAV period, with property tax payable in 2018, is \$833,357,715, a decline from the prior year EAV of \$839,296,988. A decrease of \$5,939,273 or 0.71%. The City had projected EAV to be \$840,000,000.

The City property tax rate for 2017 EAV with tax payable in 2018 is 1.66519% versus the prior year tax rate of 1.65177%. The City had projected a tax rate of 1.652%.

The higher tax rate is the result of decreased assessed value in the city.

The City property tax rate is expected to remain at 15% of the total property tax rate for City property owners.

The 1st property tax distribution was received in July (normally June) from the Office of the Macon County Treasurer. The civil city distribution of \$7.4 million is 53.5% of the full year collection expectation. TIF tax revenues received of \$1.1 million are 50.6% of the full year collection expectation.

The second property tax distribution is expected to be received in September.

Expenditure Tracking

City-wide expenditures to August of \$116.7 million are 51% of the full year budget of \$228.0 million.

Water Utility

The financial performance of the City Water Utility is illustrated on the two (2) page summation. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved through August is an operating profit before debt service of \$10.9 million on revenues of \$20.0 million. Debt payments on GO bonds and other debt due to date in 2018 including principal and interest of \$9.4 were transacted during the period to date.

The Water Utility continues to perform in accordance with our expectations envisioned in the water model to fund the future CapEx and debt service requirements of the operation, including the \$90 million Lake Decatur dredging initiative.

In 2017, water consumption declined by 1.2% versus consumption in the prior year, with residential consumption down 2.7%, commercial consumption down 3.3% and industrial consumption down 0.1%.

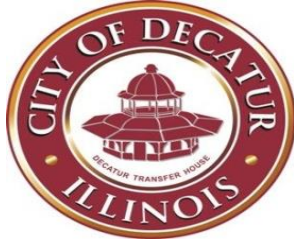
To date in 2018, water usage has increased 3% versus the same period in the prior year. Industrial usage is up 7%, residential usage is down 2%, commercial usage is down 3%. Raw water usage is up 3% versus the prior year.

The report entitled "Water Utility Metrics" is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing

Current full-time staffing level is 438 FTE's versus budget of 470 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
September 11, 2018



Fiscal Year 2018

Fiscal Period Ending August, 2018

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: August, 2018

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	7,087,727.90	4,804,517.63	4,212,583.62	20,258.52		7,699,920.43		7,699,920.43	0.00
12	Special Revenue Funds									
12	PLANNING FUND	222,224.72	27,593.62	41,477.42	0.00		208,340.92		208,340.92	
17	HOME FUND	49,364.47	4,393.92	4,042.01	0.00		49,716.38		49,716.38	
18	CDBG FUND	(197,646.37)	337,200.45	133,415.77	0.00		6,138.31		6,138.31	
22	DUATS FUND	61,584.52	15.93	0.00	0.00		61,600.45		61,600.45	
25	DRUG ENFORCEMENT FUND	756,054.43	20,566.07	50,140.47	104,265.20		830,745.23		830,745.23	
26	DUI FINES AND FEES FUND	211,997.50	5,747.14	5,808.11	0.00		211,936.53		211,936.53	
27	POLICE LAB & PROGRAMS	57,585.91	222.10	1,514.48	0.00		56,293.53		56,293.53	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	368,222.48	88,606.30	2,812.62	0.00		454,016.16		454,016.16	
34	BUILDING FUND	254,280.84	49,578.52	59,089.11	0.00		244,770.25		244,770.25	
35	LIBRARY FUND	1,100,434.31	43,182.46	261,630.72	0.00		881,986.05		881,986.05	
36	MUNICIPAL BAND FUND	20,997.81	1,184.19	21,732.36	0.00		449.64		449.64	
37	FOREIGN FIRE INSURANCE FUND	0.00	0.00	0.00	172,234.50		172,234.50		172,234.50	
42	LOCAL STREETS & ROADS	2,408,143.86	180,478.80	606,491.47	0.00		1,982,131.19		1,982,131.19	
46	MOTOR FUEL TAX FUND	2,418,097.52	184,189.72	64,488.89	0.00		2,537,798.35		2,537,798.35	
47	MAJOR MOVES	27,501.33	24,324.93	10,265.00	0.00		41,561.26		41,561.26	
49	FIRE CAPITAL FUND	821,635.60	193.96	143,141.77	0.00		678,687.79		678,687.79	
58	LIBRARY CAPITAL	131,072.36	33.89	0.00	0.00		131,106.25		131,106.25	
59	LIBRARY TRUST FUNDS	227,868.48	10,059.92	2,370.68	0.00		235,557.72		235,557.72	
82	DCDF FUND	124,245.24	2,766.75	10.86	0.00		127,001.13		127,001.13	
83	NEIGHBORHOOD IMPROVEMENTS	16,062.12	4.15	0.00	0.00		16,066.27		16,066.27	
84	COMMUNITY REVITALIZATION	1,388,764.47	359.12	0.00	0.00		1,389,123.59		1,389,123.59	
	Total Special Revenue Funds	10,468,491.60	980,701.94	1,408,431.74	276,499.70	0.00	10,317,261.50	0.00	10,317,261.50	0.00
19	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	307,091.71	79.41	0.00	0.00		307,171.12		307,171.12	
20	SE PLAZA TIF FUND	268,905.62	6,472.14	0.00	0.00		275,377.76		275,377.76	
21	WABASH CROSSING TIF	375,307.87	97.05	0.00	0.00		375,404.92		375,404.92	
23	EASTGATE TIF FUND	170,291.29	10,000.90	147,014.45	0.00		33,277.74		33,277.74	
24	SOUTHSIDE TIF FUND	68,488.10	17.71	0.00	0.00		68,505.81		68,505.81	
28	PINES SHOPPING CENTER TIF	49,532.23	3,597.16	0.00	0.00		53,129.39		53,129.39	
29	GRAND & OAKLAND TIF	88,796.14	(4,318.85)	0.00	0.00		84,477.29		84,477.29	
	Total TIF & Redevelpmnt Funds	1,328,412.96	15,945.52	147,014.45	0.00	0.00	1,197,344.03	0.00	1,197,344.03	0.00
40	Capital Funds									
40	PEG CAPITAL FUND	71,572.30	15,651.00	20,705.56	0.00		66,517.74		66,517.74	
44	2018 PROJECT FUND	8,673,496.78	(154,292.86)	25,518.22	0.00	(8,253,349.18)	240,336.52	8,253,349.18	8,493,685.70	
45	CAPITAL PROJECT FUND	22,037.47	261.94	0.00	1,981,816.00		2,004,115.41		2,004,115.41	(1,981,816.00)
	Total Capital Funds	8,767,106.55	(138,379.92)	46,223.78	1,981,816.00	(8,253,349.18)	2,310,969.67	8,253,349.18	10,564,318.85	(1,981,816.00)

City of Decatur
Treasurer's Cash Report

Month of: August, 2018

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	656,768.52	179,560.95	112,778.95	0.00		723,550.52		723,550.52	0.00
60	Internal Service Funds FLEET MAINTENANCE	265,160.82	214,956.90	231,773.63	0.00		248,344.09		248,344.09	
61	EQUIPMENT REPLACEMENT	578,798.48	211.38	36,224.02	0.00		542,785.84		542,785.84	
64	RISK MANAGEMENT	1,251,795.33	258,917.25	(24,111.75)	0.00		1,534,824.33		1,534,824.33	
65	INSURANCE FUND	2,630,706.12	755,273.29	776,919.21	0.00		2,609,060.20		2,609,060.20	
	Total Internal Service Funds	4,726,460.75	1,229,358.82	1,020,805.11	0.00	0.00	4,935,014.46	0.00	4,935,014.46	0.00
70	Enterprise Funds MASS TRANSIT -OPERATION	(899,938.29)	46,644.69	533,309.81	0.00		(1,386,603.41)		(1,386,603.41)	
77	FIBER OPTICS	86,758.55	326,920.57	137,117.98	0.00		276,561.14		276,561.14	
78	STORM WATER	2,101,657.08	384,316.72	453,019.70	0.00		2,032,954.10		2,032,954.10	
79	SEWER FUND	6,761,813.05	612,690.01	348,966.39	0.00		7,025,536.67		7,025,536.67	
80	WATER FUND	4,280,611.83	2,760,847.00	3,134,796.41	(26,398.52)		3,880,263.90		3,880,263.90	
81	WATER CAPITAL	6,141,376.15	4,556.68	58,821.16	(1,981,816.00)		4,105,295.67		4,105,295.67	1,981,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	69,972.12	64,727.05	48,569.35	0.00		86,129.82		86,129.82	
89	WATER BOND	21,286,560.65	1,703.70	6,035,189.01	0.00		732,315.62	14,520,759.72	15,253,075.34	
	Total Enterprise Funds	52,328,811.14	4,202,406.42	10,749,789.81	(2,008,214.52)	0.00	29,252,453.51	14,520,759.72	43,773,213.23	1,981,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	2,643,091.70	122,835.96	639,235.26	0.00		2,126,692.40		2,126,692.40	
90	FIRE PENSION INVESTMENTS	66,968,468.46	271,176.43	16,508.23	0.00			67,223,136.66	67,223,136.66	
	TOTAL FIRE PENSION	69,611,560.16	394,012.39	655,743.49	0.00	0.00	2,126,692.40	67,223,136.66	69,349,829.06	
91	POLICE PENSION FUND CASH	1,897,186.91	136,888.78	702,213.58	0.00		1,331,862.11		1,331,862.11	
91	POLICE PENSION INVESTMENTS	92,093,679.11	146,365.43	(1,704.21)	0.00			92,241,748.75	92,241,748.75	
	TOTAL FIRE PENSION	93,990,866.02	283,254.21	700,509.37	0.00	0.00	1,331,862.11	92,241,748.75	93,573,610.86	
	Total Trust & Agency Funds	163,602,426.18	677,266.60	1,356,252.86	0.00	0.00	3,458,554.51	159,464,885.41	162,923,439.92	0.00
	Total City Funds	248,966,205.60	11,951,378.0	19,053,880.32	270,359.70	(8,253,349.18)	59,895,068.63	182,238,994.31	242,134,062.94	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,208,772.16	10,208,772.16	
	City Funds ex Trust & Agency	85,363,779.42	11,274,111.36	17,697,627.46	270,359.70	(8,253,349.18)	56,436,514.12	32,982,881.06	79,210,623.02	0.00

City of Decatur
Treasurer's Investment Report

Month of: **August, 2018**

Water Bond

Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	Estimated Income
US Treasury Bond	01/15/16	0.37500%	0.00	0.00	0.00	0.00	530.10	0.00	530.10	0.00	0.00 ok
US Treasury Bond	05/15/16	0.25000%	0.00	0.00	0.00	0.00	2,717.03	0.00	2,717.03	0.00	0.00 ok
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	6,378.42	0.00	6,378.42	0.00	0.00 ok
US Treasury Bond	07/15/16	0.62500%	0.00	0.00	0.00	0.00	11,574.39	0.00	11,574.39	0.00	0.00 ok
US Treasury Bond	08/15/16	0.62500%	0.00	0.00	0.00	0.00	13,101.22	0.00	13,101.22	0.00	0.00 ok
US Treasury Bond	08/31/16	1.00000%	0.00	0.00	0.00	0.00	22,912.09	0.00	22,912.09	0.00	0.00 ok
US Treasury Bond	10/15/16	0.62500%	0.00	0.00	0.00	0.00	589.14	0.00	589.14	0.00	0.00 ok
US Treasury Bond	11/15/16	0.62500%	0.00	0.00	0.00	0.00	6,413.12	0.00	6,413.12	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	1,446.38	0.00	1,446.38	0.00	0.00 ok
US Treasury Bond	12/31/16	0.62500%	0.00	0.00	0.00	0.00	3,923.23	0.00	3,923.23	0.00	0.00 ok
US Treasury Bond	04/15/17	0.87500%	0.00	0.00	0.00	0.00	2,033.65	0.00	2,033.65	0.00	0.00 ok
US Treasury Bond	05/15/17	0.87500%	0.00	0.00	0.00	0.00	11,159.88	0.00	11,159.88	0.00	0.00 ok
US Treasury Bond	06/15/17	0.87500%	0.00	0.00	0.00	0.00	9,706.28	0.00	9,706.28	0.00	0.00 ok
US Treasury Bond	07/15/17	0.87500%	0.00	0.00	0.00	0.00	12,292.80	0.00	12,292.80	0.00	0.00 ok
US Treasury Bond	08/15/17	0.87500%	0.00	0.00	0.00	0.00	14,546.87	0.00	14,546.87	0.00	0.00 ok
US Treasury Bond	09/15/17	1.00000%	0.00	0.00	0.00	0.00	18,488.95	0.00	18,488.95	0.00	0.00 ok
US Treasury Bond	10/15/17	0.87500%	0.00	0.00	0.00	0.00	17,858.17	0.00	17,858.17	0.00	0.00 ok
US Treasury Bond	11/15/17	0.87500%	0.00	0.00	0.00	0.00	30,692.68	0.00	30,692.68	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	24,824.18	0.00	24,824.18	0.00	0.00 ok
US Treasury Bond	01/15/18	0.87500%	0.00	0.00	0.00	0.00	5,075.97	0.00	5,075.97	4,375.00	0.00 ok
US Treasury Bond	09/30/18	1.37500%	3,000,000.00	2,997,187.50	13,862.70	3,011,050.20	3,541.50	17,404.20	0.00	0.00	41,250.00 ok
US Treasury Bond	10/31/18	0.75000%	3,000,000.00	2,990,390.64	5,686.14	2,996,076.78	1,895.46	7,581.60	0.00	0.00	22,500.00 ok
US Treasury Bond	11/30/18	1.00000%	3,000,000.00	2,989,218.75	5,081.97	2,994,300.72	2,541.03	7,623.00	0.00	0.00	30,000.00 ok
US Treasury Bond	12/31/18	1.37500%	4,000,000.00	3,986,718.76	4,782.61	3,991,501.37	4,710.59	9,493.20	0.00	0.00	55,000.00 ok
US Treasury Bond	01/31/19	1.12500%	1,520,000.00	1,511,806.26	46.47	1,511,852.73	1,440.55	1,487.02	0.00	0.00	17,100.00 ok
Federated US Treasury Cash Reserves	Liquid		15,243.67	15,243.67	734.25	15,977.92	4,997.30	24.37	4,972.93	1,273.48	284.09 ok
Total Investment(s)			14,535,243.67	14,490,565.58	30,194.14	14,520,759.72	235,390.98	43,613.39	221,237.48	5,648.48	166,134.09

Pooled Cash

Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	Estimated Income
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00 ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00 ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00 ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00 ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	5,625.00	0.00 ok
US Treasury Bond	06/15/18	1.12500%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00 ok
US Treasury Bond	10/15/18	0.87500%	1,750,000.00	1,732,568.36	0.00	1,732,568.36	42,381.35	5,815.43	36,565.92	7,656.25	15,312.50 ok
US Treasury Bond	11/30/18	1.00000%	500,000.00	497,441.40	0.00	497,441.40	8,564.46	1,270.50	7,293.96	2,500.00	5,000.00 ok
US Treasury Bond	04/15/19	0.87500%	1,000,000.00	992,773.43	0.00	992,773.43	11,642.77	3,323.10	8,319.67	4,375.00	8,750.00 ok
US Treasury Bond	06/30/19	1.25000%	1,500,000.00	1,496,425.78	0.00	1,496,425.78	21,959.85	3,209.85	18,750.00	18,750.00	18,750.00 ok
US Treasury Bond	10/31/19	1.25000%	1,000,000.00	993,281.25	0.00	993,281.25	10,416.87	4,201.40	6,215.47	6,215.47	12,500.00 ok
US Treasury Bond	11/30/19	1.50000%	1,050,000.00	1,042,945.31	0.00	1,042,945.31	11,119.23	4,023.08	7,096.15	7,096.15	15,750.00 ok
US Treasury Bond	03/31/20	1.37500%	1,500,000.00	1,472,929.70	225.41	1,473,155.11	8,452.84	8,678.25	0.00	0.00	20,625.00 ok
US Treasury Bond	05/31/20	1.37500%	1,600,000.00	1,562,855.53	1,081.97	1,563,937.50	4,508.27	5,590.24	0.00	0.00	22,000.00 ok
Federated US Treasury Cash Reserves	Liquid		194,705.75	194,705.75	221,538.27	416,244.02	6,272.87	635.34	5,637.53	3,845.58	7,382.20 ok
Total Investment(s)			10,094,705.75	9,985,926.51	222,845.65	10,208,772.16	263,842.01	36,747.19	228,402.20	56,063.45	126,069.70

City of Decatur
Treasurer's Investment Report

Month of: August, 2018

Fire Capital Bond
Account # 1001006774
Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	Estimated Income
US Treasury Bond	10/31/18	0.750000%	500,000.00	498,417.97	957.88	499,375.85	305.72	1,263.60	0.00	0.00	3,750.00 ok
US Treasury Bond	11/30/18	1.000000%	500,000.00	498,203.13	860.66	499,063.79	409.84	1,270.50	0.00	0.00	5,000.00 ok
US Treasury Bond	12/31/18	1.375000%	750,000.00	747,539.06	924.76	748,463.82	855.22	1,779.98	0.00	0.00	10,312.50 ok
US Treasury Bond	02/28/19	1.125000%	750,000.00	745,136.72	0.00	745,136.72	688.24	23.33	664.91	664.91	8,437.50 ok
US Treasury Bond	05/31/19	1.125000%	1,000,000.00	989,609.38	1,936.48	991,545.86	929.92	2,866.40	0.00	0.00	11,250.00 ok
US Treasury Bond	08/31/19	1.000000%	1,000,000.00	984,218.75	0.00	984,218.75	815.44	27.40	788.04	788.04	10,000.00 ok
US Treasury Bond	11/30/19	1.000000%	1,000,000.00	979,648.44	1,721.31	981,369.75	819.69	2,541.00	0.00	0.00	10,000.00 ok
US Treasury Bond	02/29/20	1.375000%	1,000,000.00	980,742.19	0.00	980,742.19	1,121.56	38.00	1,083.56	1,083.56	13,750.00 ok
US Treasury Bond	05/31/20	1.375000%	1,000,000.00	977,070.31	2,366.80	979,437.11	1,127.10	3,493.90	0.00	0.00	13,750.00 ok
US Treasury Bond	08/31/20	1.375000%	750,000.00	729,990.23	0.00	729,990.23	897.20	84.53	812.67	812.67	10,312.50 ok
Federated US Treasury Cash Reserves	Liquid		114,005.11	114,005.11	0.00	114,005.11	536.23	536.23	0.00	0.00	2,027.01 ok
Total Investment(s)			8,364,005.11	8,244,581.29	8,767.89	8,253,349.18	8,506.16	13,924.87	3,349.18	3,349.18	98,589.51

GRAND TOTALS:	32,993,954.53	32,721,073.38	261,807.68	32,982,881.06	507,739.15	94,285.45	452,988.86	65,061.11	390,793.30
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Notes:

Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16, and 2018 proceeds on 07/31/18 (08/01/18 for Fire Capital).

Total Invested = Tax Cost Amount + Accrued Interest Purchased

Interest Received YTD = cash received

Estimated Income = projected annual interest income

Pooled Cash maturity on 6/15/16 was re-invested with a 6/30/17 maturity.

Pooled Cash maturity on 12/15/16 was re-invested with maturities of 6/30/17 and 11/30/18.

Pooled Cash maturity on 04/30/17 was re-invested with a maturity of 4/15/19.

Water Bond maturity on 05/15/17 was divided: \$700,000 moved to cash and \$2 million re-invested with a maturity of 12/15/17.

Water Bond maturity on 06/15/17 was divided: \$1 million moved to cash and \$1 million re-invested with a maturity of 1/15/18.

Pooled Cash maturity on 06/30/17 was re-invested with a maturity of 6/30/19.

Pooled Cash maturity on 10/31/17 was re-invested with a maturity of 10/31/19.

Pooled Cash maturity on 12/15/17 was re-invested with a maturity of 11/30/19.

Pooled Cash maturity on 03/31/18 was re-invested with a maturity of 03/31/20.

Pooled Cash maturity on 06/15/18 was re-invested with a maturity of 05/31/20.



home		debt liquidated												gz approved	
Debt Instrument		Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref) Issue	Debt at 1/1/2018+	FY18 Principal Payments	FY18 Interest Payments	Debt at 12/31/2018	FY18 Total Debt Payments
								1st	2nd		input	input	input		
Bond Debt															
Amort sch #															
10	2008 Bonds	Water & Olde Towne TIF Projects	2005/2008	2008	2024	19/80	19/80	6/15	12/15	10,000,000.00	-			-	Refunded
11	2010A Bonds	LOC Payoff-Reynolds Building	2005/2008	2010	2030	50	Tax Levy	6/15	12/15	8,715,000.00	7,705,000.00	470,000.00	424,245.00	7,235,000.00	894,245.00 ok
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	80/50/19	80/TL/19	6/15	12/15	28,270,000.00	21,895,000.00	1,250,000.00	1,256,780.04	20,645,000.00	2,506,780.04 ok
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000.00	1,640,000.00	210,000.00	65,600.00	1,430,000.00	275,600.00 ok
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15	1,805,000.00	-			-	Liquidated
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000.00	5,490,000.00	630,000.00	116,981.26	4,860,000.00	746,981.26 ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000.00	12,125,000.00	1,285,000.00	551,375.00	10,840,000.00	1,836,375.00 ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000.00	21,630,000.00	885,000.00	970,937.50	20,745,000.00	1,855,937.50 ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000.00	21,700,000.00	840,000.00	895,925.00	20,860,000.00	1,735,925.00 ok
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000.00	21,970,000.00	765,000.00	966,231.26	21,205,000.00	1,731,231.26 ok
48	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	6,275,000.00	6,275,000.00	900,000.00	228,870.84	5,375,000.00	1,128,870.84 ok
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018		2038	80/50	80/TL	3/1	9/1	25,810,000.00	25,810,000.00	-	153,559.99	25,810,000.00	153,559.99 ok
xxx															
xxx															
Total Bond Debt										178,490,000.00	146,240,000.00	7,235,000.00	5,630,505.89	139,005,000.00	12,865,505.89
Promissory Notes & Loans Payable															
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/Pilot	2/1	8/1	3,000,000.00	1,000,000.00	190,000.00	59,974.00	810,000.00	249,974.00 ok
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	various	80/10/60/70	Qtry	Qtry	17,212,394.00	15,146,757.32	835,576.09	514,923.91	14,311,181.23	1,350,500.00 ok
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169.00	1,924,026.42	431,576.48	52,781.24	1,492,449.94	484,357.72 ok
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328.00	5,063,528.09	361,680.58	-	4,701,847.51	361,680.58 ok
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	4/16	10/16	7,589,673.00	6,635,220.08	333,235.96	126,459.60	6,301,984.12	459,695.56 ok
29	Bussey Bank	DPD Furniture & Technology (17355)	2014		2019	10	10	Qtry	Qtry	1,500,000.00	466,183.50	309,257.54	6,981.14	156,925.96	136,238.68 ok
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218.00	1,998,527.17	93,294.52	39,407.62	1,905,232.65	132,702.14 ok
30	Bussey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,940.00	321,304.16	61,372.02	7,390.01	259,932.14	68,762.03 ok
35	Soy Capital	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000.00	725,559.83	140,327.76	20,672.24	585,232.07	161,000.00 ok
33	Bussey Bank	Police Vehicles - Interceptor (10) (21915)	2015		2017	33	33	Qtry	Qtry	284,732.00	-			-	- Liquidated
37	Bussey Bank (drawdown)	Fire Facility Rehabilitation (24045)	2016		2023	49	49	2/15	8/15	2,200,000.00	1,885,714.30	1,885,714.30	23,465.97	-	1,909,180.27 Liquidated
38	Bussey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000.00	4,056,170.07	1,071,428.56	81,960.88	2,984,741.51	1,153,389.44 ok note 2
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016		2038	79	79	3/17	9/17	8,540,318.96	8,540,318.96	176,280.53	73,492.91	8,364,038.43	249,773.44 ok
43	Bussey Bank	Police Vehicles - Interceptor (12) (26385)	2017		2018	33	33	Qtry	Qtry	460,011.46	403,503.82	228,855.86	6,328.94	174,647.96	235,184.80 ok
44	Bussey Bank	Public Works Heavy Equipment (26530)	2017		2022	61	61	Qtry	Qtry	180,624.00	172,270.16	34,099.64	5,186.00	138,170.52	39,285.64 ok
46	IEPA Contruction Loan Pending	Nelson Park Storm Sewer (L175315)	2017			78	78			4,012,487.00	1,167,975.42			1,167,975.42	- ok note 3
xxx															
Total Notes & Loans Payable										70,257,895.42	49,507,059.30	6,152,699.84	1,019,024.46	43,354,359.46	7,171,724.30
Capital Leases															
19	Bussey Bank	Fire Apparatus Arial Platform (10)	2011		2018	49	49	9/1		947,850.00	144,675.19	144,675.19	3,428.82	-	148,104.01 ok
22	Bussey Bank	Water Service Truck (1) (10855)	2013		2018	80	80	Qtry	Qtry	33,988.00	3,523.04	3,523.04	24.94	-	3,547.98 Liquidated
24	Bussey Bank	Sewer Vactor Truck (1) (15820)	2013		2018	79	79	Qtry	Qtry	321,998.00	50,369.41	50,369.41	499.60	-	50,869.01 ok
26	Bussey Bank	Water Service Truck (1) (17360)	2014		2019	80	80	Qtry	Qtry	25,150.00	6,525.39	5,206.42	91.62	1,318.97	5,298.04 ok
27	Bussey Bank	Traffic Service Truck (1) (17365)	2014		2019	10	10	Qtry	Qtry	31,114.00	8,072.54	6,441.13	113.35	1,631.41	6,554.48 ok
36	Bussey Bank	Fire Vehicles Interceptor (2) (23250)	2016		2019	49	49	Qtry	Qtry	62,860.00	31,900.66	21,160.18	479.98	10,740.48	21,640.16 ok
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560.00	274,799.92	63,282.64	15,120.62	211,517.28	78,403.26 ok
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017		2023	49	49	3/1		428,380.00	428,380.00	67,212.80	10,328.24	361,167.20	77,541.04 ok
42	Presidio Technology Capital	IT Data Storage Equipment	2017		2019	10	10	7/1		285,965.66	190,643.77	95,321.89	-	95,321.89	95,321.89 ok
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	2018		2024	61	61	3/2	9/2	331,508.00	331,508.00	46,786.01	6,019.21	284,721.99	52,805.22 ok
xxx															
xxx															
xxx															
xxx															
xxx															
xxx															
Total Capital Leases										2,820,373.66	1,470,397.92	503,978.71	36,106.38	966,419.21	540,085.09
Total City Debt										251,568,269.08	197,217,457.22 note 1	13,891,678.55	6,685,636.73	183,325,778.67	20,577,315.28

Note(s)
1 Debt at beginning of period includes new debt issues or draws within the fiscal period
2 Drawdown loan with 2018 and future draws to occur as projects continue to completion - debt at 01/01/2018+ is total loan draws as of 08/20/2018 less principal payments2
3

City of Decatur
Debt Schedule



Period Ending: 2017 Budget
date of update: August 24, 2018

home

home		debt liquidated									
Debt Instrument		Debt Purpose		Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment	
Bond Debt											
Amort sch #											
10	2008 Bonds	Water & Olde Towne TIF Projects		wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%			
11	2010A Bonds	LOC Payoff-Reynolds Bulding		wire transfer	bond holders	BONY Mellon	tax levy 100%				
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds		wire transfer	bond holders	BONY Mellon	fund 80 64.6%	tax levy 25.3%	fund 19 10.1%		
13	2010C Bonds	Parking Garage Renovation		wire transfer	bond holders	BONY Mellon	fund 19 50%	tax levy 50%			
14	2010D Bonds	Library		wire transfer	bond holders	BONY Mellon	tax levy 100%				
17	2012 Bonds	Refunding of 2004A GO Bonds		wire transfer	bond holders	US Bank	tax levy 100%				
18	2013 Bonds	Refunding of 2004B GO Bonds		wire transfer	bond holders	US Bank	fund 80 100%				
25	2014 Bonds	Lake Decatur Dredging		wire transfer	bond holders	US Bank	fund 80 100%				
32	2015 Bonds	Lake Decatur Dredging		wire transfer	bond holders	US Bank	fund 80 100%				
39	2016 Bonds	Lake Decatur Dredging		wire transfer	bond holders	US Bank	fund 80 100%				
48	2017 Bonds	Refunding of 2008 GO Bonds		wire transfer	bond holders	US Bank	fund 80 100%				
49	2018 Bonds	Lake Decatur Dredging, Fire Stations		wire transfer	bond holders	US Bank	fund 80	tax levy	tax levy		
xxx											
xxx											
Total Bond Debt											
Promissory Notes & Loans Payable											
6	HUD Section 108	Wabash Crossing		wire transfer	HUD 108 collections	BONY Mellon	fund 18 principal payment / fund 50 Pilot and or 21 interest pmt				
23	2013 Promissory Note	Jonson Controls Initiative		wire transfer	Regions Capital Advantage, Inc.	Regions Bank Trust	fund 80 94.0%	fund 10 1.0%	fund 60 4.0%	fund 70 1.0%	
15	IEPA Contruction Loan	Nitrate Facility (L171674)		wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%				
16	IEPA Water Loan	Water Projects (L172552)		wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%				
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)		wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%				
29	Busey Bank	DPD Furniture & Technology (17355)		check	Busey Bank	Busey Bank	fund 10 100%				
34	IEPA Contruction Loan	Union Street Sewer (L175280)		wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%				
30	Busey Bank	Fire Apparatus - Pumper (20835)		check	Busey Bank	Busey Bank	fund 49 100%				
35	Soy Capital	Motorola Radio System		check	Soy Capital Bank & Trust	Soy Capital Bank & Trust	fund 10 80%	fund 70 20%			
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)		check	Busey Bank	Busey Bank	fund 33 100%				
37	Busey Bank	Fire Facility Rehabilitation (24045)		wire transfer	Busey Bank	Busey Bank	fund 49 100%				
38	Busey Bank	Local Street Resurfacing (24040)		bank transfer	Busey Bank	Busey Bank	fund 42 100%				
45	IEPA Contruction Loan	7th Ward Sewer (L175329)		wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%				
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)		check	Busey Bank	Busey Bank	fund 33 100%				
44	Busey Bank	Public Works Heavy Equipment (26530)		check	Busey Bank	Busey Bank	fund 61 100%				
46	IEPA Contruction Loan Pending	Nelson Park Storm Sewer (L175315)					fund 78 100%				
xxx											
Total Loans Payable											
Capital Leases											
19	Busey Bank	Fire Apparatus Arial Platform (10)		check	Busey Bank	Busey Bank	fund 49 100%				
22	Busey Bank	Water Service Truck (1) (10855)		check	Busey Bank	Busey Bank	fund 80 100%				
24	Busey Bank	Sewer Vactor Truck (1) (15820)		check	Busey Bank	Busey Bank	fund 79 100%				
26	Busey Bank	Water Service Truck (1) (17360)		check	Busey Bank	Busey Bank	fund 80 100%				
27	Busey Bank	Traffic Service Truck (1) (17365)		check	Busey Bank	Busey Bank	fund 10 100%				
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)		check	Busey Bank	Busey Bank	fund 49 100%				
40	De Lage Landen	VOIP Telephone System		check	De Lage Landen Public Finance	De Lage Landen Public Finance	fund 10 100%				
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)		check	PNC Equipment Finance	PNC Equipment Finance	fund 49 100%				
42	Presidio Technology Capital	IT Data Storage Equipment		check	Presidio Technology Capital	Presidio Technology Capital	fund 10 100%				
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)		check	PNC Equipment Finance	PNC Equipment Finance	fund 61 100%				
xxx											
xxx											
xxx											
xxx											
xxx											
Total Capital Leases											
Total City Debt											

Water Bond Issue - Status of Water Bond Fund 89

Bond Issuance	2016
Par Value of Bonds	22,205,000
Premium	2,142,097
Total Source of Funds	24,347,097
Total Use of Funds	24,347,097
Underwriter's Discount	155,435
Bond Insurance	75,630
Closing Costs	112,230
Bond Proceeds	24,003,802

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	24,003,802
Other	-
Total Scope	24,003,802

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On November 9, 2016, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase II of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in subsequent fiscal years 2017 or 2018.

Actual Bond Spend Activity in Fiscal year 2016	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	-	-	-	-	-	-	-	24,003,802	24,003,802	
Revenues													
Interest Income											-	2,203	2,203
Expenditures													
Dredging - Great Lakes Dredge											-	1,214,410	1,214,410
Ending cash available	-	-	-	-	-	-	-	-	-	-	24,003,802	22,791,595	

Actual Bond Spend Activity in Fiscal year 2017	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	22,791,595	22,791,248	22,795,944	22,749,773	22,753,225	22,234,497	17,951,426	17,938,190	15,857,808	9,972,949	9,972,068	7,679,467	
Revenues													
Interest Income	(347)	4,697	7,195	3,452	23,154	14,404	2,854	8,160	7,921	5,883	15,268	16,367	109,007
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	535,000	4,280,923	-	2,069,582	5,878,987.6		2,302,138	1,928,927	16,995,557
Dredging - Chastain & Assoc	-	-	53,366	-	6,882	16,551	16,090	18,960	13,792.4	6,764	5,732	3,096	141,234
Total Expenditures	-	-	53,366	-	541,882	4,297,475	16,090	2,088,541	5,892,780	6,764	2,307,870	1,932,023	17,136,791
Ending cash available	22,791,248	22,795,944	22,749,773	22,753,225	22,234,497	17,951,426	17,938,190	15,857,808	9,972,949	9,972,068	7,679,467	5,763,810	

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	5,763,810	5,770,182	5,762,786	5,748,832	5,743,281	5,221,852	3,761,066	3,764,709	-	-	-	-	
Revenues													
Interest Income	6,372	192	308	1,423	1,357	1,050	3,644	-					14,346
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	521,985	1,461,836	-	3,757,148					5,740,969
Dredging - Chastain & Assoc	-	7,588	-	1,284	801	-	-	7,562					17,234
Dredging - Klingner & Assoc	-	-	14,262	5,690	-	-	-	-					19,953
Total Expenditures	-	7,588	14,262	6,974	522,786	1,461,836	-	3,764,709	-	-	-	-	5,778,156
Ending cash available	5,770,182	5,762,786	5,748,832	5,743,281	5,221,852	3,761,066	3,764,709	-	-	-	-	-	

Water Bond Issue - Status of Water Bond Fund 89

Bond Issuance 2018	
Par Value of Bonds	16,210,000
Premium	1,561,921
Total Source of Funds	17,771,921
Total Use of Funds	17,771,921
Underwriter's Discount	113,470
Bond Insurance	51,964
Closing Costs	84,636
Bond Proceeds	17,521,851

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	17,521,851
Other	-
Total Scope	17,521,851

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase IV of the Lake Decatur Dredging Project.

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	-	-	-	17,521,851	17,521,851	15,253,075	15,253,075	15,253,075	15,253,075	
Revenues													
Interest Income							-	1,704					1,704
Expenditures													
Dredging - Great Lakes Dredge							-	2,270,480					2,270,480
Dredging - Chastain & Assoc							-	-					-
Dredging - Klingner & Assoc							-	-					-
Total Expenditures	-	-	-	-	-	-	-	2,270,480	-	-	-	-	2,270,480
Ending cash available	-	-	-	-	-	-	17,521,851	15,253,075	15,253,075	15,253,075	15,253,075	15,253,075	

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: August, 2018

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-	-	-	-	-	-	7,424,478	-					7,424,478	13,599,264	55%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-	-	-	1,131,670	-					1,131,670	1,982,200	57%
	OTHER TAXES TOTAL		-	-	-	-	-	-	8,556,148	-	-	-	-	-	8,556,148	15,581,464	55%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	807,770	837,288	959,353	712,309	716,975	852,317	807,532	909,719					6,603,263	9,787,460	67%
var	STATE SALES TAX	var	882,653	917,921	1,088,364	840,607	819,180	978,292	942,693	1,010,708					7,480,419	11,067,740	68%
	OTHER TAXES TOTAL		1,690,423	1,755,209	2,047,717	1,552,916	1,536,156	1,830,609	1,750,225	1,920,427	-	-	-	-	14,083,682	20,855,200	68%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	-	255,934	-	21,185	231,760	-	20,461	232,277					761,617	1,055,000	72%
301203	FOOD & BEVERAGE TAX	10	285,512	240,470	238,274	292,841	266,555	288,486	280,926	279,629					2,172,694	3,257,000	67%
301204	HOTEL AND MOTEL TAX	10	43,682	52,238	58,642	73,099	85,446	87,172	90,274	89,610					580,162	848,000	68%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-	-	-	-	-					-	11,000	0%
301103	PROPERTY TAX	10	-	-	-	-	-	-	5,264,402	-					5,264,402	9,642,679	55%
301202	TELEPHONE UTILITY TAX	10	141,050	141,599	142,414	138,931	137,566	140,821	133,121	134,839					1,110,340	1,674,000	66%
301209	UTILITY TAX - ELECTRIC & GAS	10	448,827	526,654	480,199	439,275	447,828	374,472	375,578	389,378					3,482,210	4,702,000	74%
	Sub Total		919,072	1,216,894	919,528	965,331	1,169,155	890,950	6,164,762	1,125,733	-	-	-	-	13,371,426	21,189,679	63%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	2,869	2,657	2,554	2,478	2,321	2,604	2,762	2,982					21,227	31,000	68%
301205	LOCAL SALES TAX	10	789,250	818,768	945,129	693,789	698,455	833,797	789,012	899,886					6,468,085	9,551,800	68%
301207	LOCAL USE TAX	10	166,257	192,590	243,593	145,000	149,116	180,080	157,169	171,381					1,405,185	2,123,000	66%
302105	STATE INCOME TAX	10	578,461	837,319	420,941	646,373	1,044,019	482,298	652,113	478,694					5,140,217	6,783,000	76%
302104	STATE REPLACEMENT TAX	10	111,269	-	103,928	201,098	209,087	-	159,370	16,107					800,858	925,000	87%
301201	STATE SALES TAX	10	868,073	903,341	1,078,143	826,027	804,600	963,712	928,113	1,004,935					7,376,945	10,873,500	68%
301210	VIDEO GAMING TAX	10	94,074	95,249	90,255	104,905	146,340	82,850	102,801	98,937					815,411	1,130,000	72%
	Sub Total		2,610,253	2,849,923	2,884,543	2,619,669	3,053,939	2,545,341	2,791,340	2,672,921	-	-	-	-	22,027,929	31,417,300	70%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	203,509	-					203,509	395,000	52%
	Sub Total		-	-	-	-	-	-	203,509	-	-	-	-	-	203,509	395,000	52%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	110,342	110,342	110,342	110,342	110,342	110,342	110,342	110,342					882,739	1,324,109	67%
303621	ADMIN SERVICES	10	149,938	149,938	149,938	149,938	149,938	149,938	149,938	149,938					1,199,504	1,684,704	71%
303622	PUBLIC WORKS SERVICES	10	114,641	114,641	114,641	114,641	114,641	114,641	114,641	114,641					917,128	1,375,692	67%
303623	HUMAN RELATIONS SERVICES	10	4,197	4,197	4,197	4,197	4,197	4,197	4,197	4,197					33,576	50,364	67%
303624	PURCHASING SERVICES	10	11,658	11,658	11,658	11,658	11,658	11,658	11,658	11,658					93,264	139,896	67%
303626	BLDG INSPECTION SERVICES	10	15,750	15,750	15,750	15,750	15,750	15,750	15,750	15,750					126,000	189,000	67%
303627	PENSION FUND ADMIN SERV	10	4,286	4,286	4,286	4,286	4,286	4,286	4,286	4,286					34,288	51,432	67%
303628	SEWER FUND-EPA	10	27,624	27,624	27,624	27,624	27,624	27,624	27,624	27,624					220,992	331,488	67%
306700	IT SERVICES	10	73,152	73,152	73,152	73,152	73,152	73,152	73,152	73,152					585,216	877,824	67%
306707	CDBG PERSONNEL/EXP REIMB	10	51,120	32,244	36,333	34,669	20,226	5,840	5,059	119,941					305,431	393,247	78%
306751	HOME PERSONNEL/EXP REIMB	10	7,928	5,982	2,736	4,556	4,847	4,550	4,327	3,728					38,654	100,191	39%
306753	DUATS PERSONNEL/EXP REIMB	10	-	52,263	-	-	-	-	-	-					52,263	124,874	42%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	44,276	30,587	57,818	31,170	40,716	41,824	30,107	52,475					328,973	430,000	77%
303606	WATER STREET CUTS	10	28,507	17,939	7,302	20,289	32,076	26,497	35,110	17,035					184,756	342,000	54%
	Sub Total	10	643,420	650,603	615,777	602,272	609,453	590,300	586,191	704,767	-	-	-	-	5,002,784	7,414,821	67%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: August, 2018

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759					614,075	921,000	67%
303510	ELECTRIC AGGREGATION ADMIN	10	5,341	8,593	6,148	5,512	5,405	5,233	8,000	10,079					54,310	99,000	55%
Sub Total			82,100	85,352	82,908	82,271	82,164	81,992	84,760	86,838	-	-	-	-	668,385	1,020,000	66%
Grants																	
302106	FEDERAL	10	-	-	-	-	-	-	-	-					-	-	-
302114	POLICE OT REIMBURSEMENTS	10	9,672	13,141	5,067	7,230	12,428	13,147	8,541	18,863					88,090	133,000	66%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-					-	117,000	0%
Sub Total			9,672	13,141	5,067	7,230	12,428	13,147	8,541	18,863	-	-	-	-	88,090	250,000	35%
Fees for Services External																	
303408	SANITARY DISTRICT - ADMIN	10	24,963	-	-	-	-	-	-	-					24,963	-	-
304300	ANIMAL REGISTRATION LATE FEES	10	700	605	675	495	700	620	765	750					5,310	9,000	59%
304302	GARBAGE HAULERS	10	-	-	-	-	-	-	-	1,400					1,400	27,000	5%
304303	CONTRACTOR LICENSES	10	6,625	850	575	275	450	375	275	1,925					11,350	34,000	33%
304304	LIQUOR LICENSES	10	3,558	(1,242)	2,136	19,600	248,925	237,660	4,811	2,471					517,919	504,000	103%
304306	BOAT LICENSES	10	-	-	18,346	24,226	45,385	18,891	12,535	2,224					121,605	120,000	101%
304307	OTHER LICENSES	10	5,219	2,070	4,606	9,000	2,473	2,590	1,188	1,940					29,086	221,000	13%
304401	BUILDING PERMITS	10	14,620	18,039	7,954	23,409	9,786	14,819	34,945	48,329					171,900	211,000	81%
304402	PIER PERMITS	10	-	-	10,553	27,834	26,325	10,059	976	244					75,990	83,000	92%
303301	ON STREET PARKING	10	421	1,183	373	741	1,037	1,091	418	616					5,880	8,000	74%
303302	PARKING LOT 1	10	1,535	735	1,860	1,702	1,940	1,559	1,936	1,890					13,157	24,000	55%
303306	PARKING LOT 10	10	633	698	829	700	785	777	805	926					6,154	10,000	62%
303308	GARAGE C	10	3,110	3,440	6,069	4,355	3,515	4,385	3,685	24,090					52,649	87,000	61%
303310	RESIDENTIAL PARKING	10	900	180	120	120	120	120	180	120					1,860	1,000	186%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,689	1,485	2,473	2,145	1,982	2,522	1,931	2,154					17,381	26,000	67%
304490	ADMIN COURT FINES	10	5,520	8,146	7,011	6,825	8,142	16,488	13,368	15,741					81,241	101,000	80%
305500	ADMINISTRATIVE COURT FEES	10	3,331	3,591	3,804	3,741	4,896	5,602	5,430	5,671					36,066	54,000	67%
305501	COURT FINES	10	10,311	16,396	18,503	18,375	14,424	18,924	12,638	13,222					122,793	195,000	63%
305502	BOOT FEE	10	525	735	420	630	560	455	665	420					4,410	7,000	63%
305503	WEED CUTTING FEES	10	3,807	3,931	2,038	4,814	2,360	5,661	9,015	7,323					38,950	51,000	76%
305505	ILLEGAL USE OF VEHICLE	10	25,185	22,135	29,625	21,770	30,500	23,700	29,500	33,750					216,165	357,000	61%
305506	OVERTIME PARKING FEES	10	15,806	14,673	14,733	13,535	15,924	15,603	15,193	13,656					119,124	177,000	67%
305507	VARIANCE AND ZONING	10	635	413	695	890	1,355	695	1,515	350					6,548	9,000	73%
305513	OTHER FINES AND FEES	10	600	165	638	6	300	450	400	450					3,009	8,000	38%
305516	PET CITATIONS	10	5,624	7,221	5,187	8,265	4,969	6,788	5,253	4,907					48,214	60,000	80%
305517	DUCK BLIND FEES	10	-	-	-	-	-	-	-	-					-	1,000	0%
305520	TRASH & CLEAN UP FINES	10	3,609	3,788	4,694	7,245	5,912	3,783	3,381	1,413					33,826	73,000	46%
303415	PROFESSIONAL STANDARDS	10	-	100	-	1,477	1,401	1,305	(74)	-					4,209	1,500	281%
308801	RENTAL OF CITY PROPERTY	10	100	100	100	100	200	-	100	100					800	1,200	67%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	500	-	-					500	-	-
308803	SALE OF OTHER PROPERTY	10	150	-	-	-	-	-	250	-					400	-	-
308807	DEMOLITION PAYMENTS	10	4,085	3,875	3,144	20,411	11,822	3,035	2,040	2,030					50,442	35,000	144%
308810	DAMAGE TO CITY PROPERTY	10	-	2,208	-	-	15,281	140	-	60					17,689	2,500	708%
308814	INVENTORY REIMBURSEMENTS	10	-	-	-	-	-	-	-	-					-	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	483	-	-	-					483	-	-
308890	REIMBURSEMENT OF EXPENSE	10	21	-	29,244	2,780	2,485	20	-	586					35,137	-	-
308898	BANK RECONCILIATION ADJ	10	-	(285)	-	(230)	(161)	-	(263)	-					(940)	-	-
308899	MISCELLANEOUS INCOME	10	5,123	1,464	3,285	2,361	7,224	404	2,234	2,672					24,767	50,000	50%
310010	FIRE PROGRAMS	10	160	160	240	3,160	-	300	345	90					4,455	12,000	37%
305512	FIRE & BURGLAR ALARMS	10	-	100	100	-	-	-	400	300					900	11,000	8%
305514	POLICE RECORDS	10	961	625	1,087	991	1,000	912	1,191	1,004					7,771	10,000	78%
302401	STATE ROUTE MAINTENANCE	10	29,425	-	-	29,425	-	-	-	-					58,851	117,000	50%
303405	SCHOOL DISTRICT REIMB	10	-	199,693	-	-	-	-	-	-					199,693	406,000	49%
Sub Total			179,953	317,277	181,117	261,171	472,500	400,231	167,030	192,826	-	-	-	-	2,172,106	3,104,200	70%
Investment/Other Income																	
307101	INTEREST INCOME	10	882	442	646	6,298	2,946	2,847	3,003	2,569					19,633	9,000	218%
Sub Total			882	442	646	6,298	2,946	2,847	3,003	2,569	-	-	-	-	19,633	9,000	218%
General Fund Total			4,445,352	5,133,634	4,689,586	4,544,243	5,402,585	4,524,808	10,009,137	4,804,518	-	-	-	-	43,553,862	64,800,000	67%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: August, 2018

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Development Services																
various	PLANNING	12	21,993	25,408	22,092	24,243	5,500	45,768	26,239	27,594				198,837	324,000	61%
various	HOME PROGRAM	17	15,692	6,136	4,738	11,418	8,042	6,529	30,821	4,394				87,769	840,899	10%
various	CDBG	18	51,395	57,369	57,288	54,585	34,936	45,910	35,934	337,200				674,617	1,896,919	36%
various	DUATS	22	11	54,849	3	55	29	27	27	16				55,017	260,000	21%
various	PEG PROJECTS	40	46	18,220	3	4,358	15,556	51	4,138	15,651				58,023	84,250	69%
various	MASS TRANSIT	70	45,516	2,545,745	2,365,708	45,562	50,122	52,556	52,254	46,645				5,204,108	8,236,980	63%
various	DCDF	82	386	1,822	1,458	1,591	1,705	2,922	519	2,767				13,171	20,000	66%
various	NEIGHBORHOOD IMPROVEMENTS	83	6	1	2	29	13	12	9	4				76	100	76%
various	COMMUNITY REVITALIZATION	84	29	26	58	634	511	488	300,625	359				302,730	300,000	101%
various	RECYCLING	88	63,843	53,320	59,589	58,157	61,386	55,285	57,410	64,727				473,717	698,000	68%
Sub Total			198,916	2,762,896	2,510,939	200,632	177,800	209,549	507,977	499,357	-	-	-	7,068,066	12,661,148	56%
Redevelopment & TIF																
various	OLDE TOWNE TIF	19	25	0	1	246	76,640	80	476,472	79				553,543	1,171,887	47%
various	SE PLAZA TIF	20	9,361	9,301	6,925	9,457	9,364	9,362	187,962	6,472				248,203	441,900	56%
various	WABASH CROSSING TIF	21	33	4	8	194	88	77	272,526	97				273,026	232,000	118%
various	EASTGATE TIF	23	16,758	16,610	18,144	16,836	16,828	16,960	102,539	10,001				214,675	323,550	66%
various	SOUTHSIDE TIF	24	11	1	3	50	24	23	17,884	18				18,014	28,000	64%
various	PINES SHOPPING CENTER TIF	28	2,674	2,662	1,391	2,694	2,673	2,673	38,813	3,597				57,178	110,200	52%
various	GRAND & OAKLAND TIF	29	4,965	4,944	(1,482)	5,002	4,963	4,963	68,894	(4,319)				87,930	198,550	44%
Sub Total			33,826	33,523	24,990	34,478	110,580	34,138	1,165,089	15,946	-	-	-	1,452,569	2,506,087	58%
Public Safety																
various	DRUG ENFORCEMENT	25	668	1,428	68,616	96,346	173,814	19,477	1,092	20,566				382,006	182,300	210%
various	DUI COURT FINES	26	6,035	7,444	8,326	6,568	7,643	10,213	10,690	5,747				62,667	118,965	53%
various	POLICE PROGRAMS/LAB	27	601	1	402	52	12,312	374	205	222				14,170	15,010	94%
various	FIRE EMERGENCY GRANT	32	-	-	-	-	-	-	-	-				-	100,000	0%
various	POLICE CAPITAL	33	292	88,686	27	2,298	2,194	8,829	(263)	88,606				190,669	182,300	105%
various	FOREIGN FIRE INSURANCE	37	-	-	-	-	-	-	-	-				-	-	-
various	2018 PROJECT FUND	44	-	-	-	-	-	-	10,730,323	(154,293)				10,576,030	10,600,000	100%
various	FIRE CAPITAL	49	8,990	42,749	130,000	30,547	21,533	943,692	314	194				1,178,020	1,505,000	78%
Sub Total			16,587	140,308	207,371	135,811	217,498	982,585	10,742,361	(38,957)	-	-	-	12,403,562	12,703,575	98%
Debt Service																
various	DEBT SERVICE	50	20,734	20,598	20,592	21,190	20,815	20,799	594,497	179,561				898,786	1,297,942	69%
Public Works & Capital																
various	LOCAL STREETS & ROADS	42	217,150	137,641	136,598	150,292	148,120	154,269	701,598	180,479				1,826,147	4,802,000	38%
various	CAPITAL STREET PROJECTS	45	5	1	1	20	10	10	10	262				319	-	-
various	MFT PROJECTS	46	174,307	195,202	149,302	149,675	193,659	161,361	177,456	184,190				1,385,152	2,187,950	63%
various	MAJOR MOVES	47	19	30,002	6	100	45	33	49,734	24,325				104,265	2,530,000	4%
various	FLEET MAINTENANCE	60	211,182	210,125	208,598	204,695	206,440	210,780	219,195	214,957				1,685,972	2,611,465	65%
various	EQUIPMENT REPLACEMENT	61	(3,181)	5,397	935	3,915	156	356	373	211				8,161	-	-
various	STORMWATER PROJECTS	78	299,660	278,319	119,305	180,292	144,157	117,556	126,105	384,317				1,649,710	4,668,200	35%
various	SEWER PROJECTS	79	1,376,328	442,800	1,734,953	472,207	473,194	616,286	576,075	612,690				6,304,533	11,249,900	56%
Sub Total			2,275,471	1,299,487	2,349,698	1,161,197	1,165,780	1,260,652	1,850,545	1,601,430	-	-	-	12,964,259	28,049,515	46%
Library																
various	LIBRARY OPERATIONS	35	73,642	54,599	72,091	160,397	110,057	38,636	1,732,709	43,182				2,285,313	3,635,215	63%
various	LIBRARY CAPITAL	58	3	3	7	107	58	55	58	34				325	375,000	0%
various	LIBRARY TRUST FUNDS	59	306	6	13	279	594	1,029	1,707	10,060				13,994	10,000	140%
Sub Total			73,952	54,608	72,111	160,783	110,709	39,719	1,734,474	53,276	-	-	-	2,299,632	4,020,215	57%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: August, 2018

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Miscellaneous																	
various	BUILDING FUND	34	49,535	49,518	49,524	49,677	49,602	49,599	49,610	49,579					396,643	594,288	67%
various	BAND	36	787	782	783	808	1,342	6,651	38,317	1,184					50,655	93,077	54%
various	RISK MANAGEMENT	64	258,786	393,585	258,619	259,533	259,054	259,269	259,080	258,917					2,206,842	3,241,284	68%
various	EMPLOYEE BENEFIT	65	667,812	674,969	695,610	669,707	980,417	640,805	657,141	755,273					5,741,733	9,073,156	63%
various	FIBER OPTICS	77	49	221,949	904	23,245	963	8,626	8,622	326,921					591,280	230,000	257%
Sub Total			976,970	1,340,803	1,005,439	1,002,970	1,291,379	964,950	1,012,769	1,391,874	-	-	-	-	8,987,153	13,231,805	68%
Water Utility & Capital																	
various	WATER	80	2,310,310	2,484,684	2,331,672	2,310,400	2,552,334	2,469,590	2,778,625	2,760,847					19,998,461	30,111,992	66%
various	WATER CAPITAL	81	2,691	384	1,001,233	15,041	7,721	7,134	2,007,639	4,557					3,046,399	3,756,000	81%
various	WATER BOND FUND	89	6,372	192	308	1,423	1,357	1,050	17,775,565	1,704					17,787,970	19,023,500	94%
Sub Total			2,319,373	2,485,259	3,333,213	2,326,863	2,561,411	2,477,774	22,561,829	2,767,107	-	-	-	-	40,832,830	52,891,492	77%
Fudiciary Trust & Agency																	
various	FIRE PENSION	90	342,399	362,417	281,950	280,688	500,519	123,383	3,117,365	394,012					5,402,734	9,961,294	54%
various	POLICE PENSION	91	669,225	389,874	932,995	324,363	298,744	137,579	2,427,644	283,254					5,463,678	12,239,078	45%
Sub Total			1,011,625	752,290	1,214,945	605,051	799,264	260,962	5,545,009	677,267	-	-	-	-	10,866,412	22,200,372	49%
Grand Total Revenues			11,372,805	14,023,404	15,428,884	10,193,217	11,857,821	10,775,935	55,723,687	11,951,378	-	-	-	-	141,327,131	214,362,151	66%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

home

Net Assessed Value \$: 833,357,715 certified
City Tax Rate: 1.66519% certified

Assessed Value Year 2017
Pay Year 2018
Pending

note	Tax Levy Item	Fund	Net Assessed	input	input	input	Billed
			Value	Tax	Tax Levy	Extension	
			certified	Rate	\$ Amount	\$ Amount	\$ Amount
			certified	certified	ordinance	certified	certified
	General Obligation Bond Debt	50	833,357,715	0.12868%	1,072,332.28	1,072,364.76	1,072,364.76
	General Purpose	10	833,357,715	0.10290%	857,468.00	857,525.13	857,525.13
	Fire Pension	10	833,357,715	0.58799%	4,900,000.00	4,900,060.25	4,900,060.25
	Police Pension	10	833,357,715	0.48983%	4,082,000.00	4,082,036.28	4,082,036.28
	City Library	35	833,357,715	0.34799%	2,900,000.00	2,900,001.65	2,900,001.65
	Municipal Band	36	833,357,715	0.00780%	65,000.00	65,001.90	65,001.90
	Mass Transit						
	Bonds Public Building						
1	Total City		833,357,715	1.66519%	13,876,800.28	13,876,989.97	13,876,989.97
			ok	ok	ok	ok	ok
						1.66519	
	TIF District (tax code district)		AV Increment	input	AV Increment	input	Billed
			Value	Tax	\$ Amount	\$ Amount	\$ Amount
			certified	Rate		certified	certified
			certified	certified		certified	certified
	ZTF3 Pines TIF (4062)	28	689,974	10.47455%	72,271.67	72,271.73	72,271.73
	ZTF4 SE Plaza TIF (9542)	20	3,332,550	9.57320%	319,031.68	319,031.71	319,031.71
	ZTF5 Olde Towne TIF (4555)	19	9,971,266	10.47455%	1,044,445.24	1,044,448.71	1,044,448.71
	ZTF6 Near North TIF (4455)	21	5,334,892	10.47455%	558,805.93	558,807.54	558,807.54
	ZTF8 Eastgate TIF (9543)	23	963,211	9.87921%	95,157.64	95,157.67	95,157.67
	ZTF0 Grand & Oakland (4062)	29	1,220,524	10.47455%	127,844.40	127,844.53	127,844.53
	ZTFA SS Redevelopment (xxxx)	24	193,524	10.28152%	19,897.21	19,879.22	19,879.22
2	Redevelopment TIF		21,705,941		2,237,453.76	2,237,441.11	2,237,441.11
			ok			ok	ok
	Total Property Tax Levy				16,114,254.04	16,114,431.08	16,114,431.08

Note(s)

- 1 Data per City of Decatur 2017 Tax Levy - certification and extension dated April 19, 2018 certified May 8, 2018 received by City May 09, 2018
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May 08, 2018 received by City May 09, 2018

Prepared By:
Office of the City Treasurer

**City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Tax Collections**

**Assessed Value Year
Pay Year**

**2017
2018
Pending**

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 7/18/2018	Distribution 2 9/xx/2018	Distribution 3 12/xx/2018			
General Obligation Bond Debt	50	1,072,364.76	99.0%	1,061,641.00	573,736.75			573,736.75	487,904.25	53.5%
General Purpose	10	857,525.13	99.0%	848,950.00	458,794.42			458,794.42	390,155.58	53.5%
Fire Pension	10	4,900,060.25	99.0%	4,851,060.00	2,621,633.89			2,621,633.89	2,229,426.11	53.5%
Police Pension	10	4,082,036.28	99.0%	4,041,216.00	2,183,973.44			2,183,973.44	1,857,242.56	53.5%
City Library	35	2,900,001.65	99.0%	2,871,002.00	1,551,560.80			1,551,560.80	1,319,441.20	53.5%
Municipal Band	36	65,001.90	99.0%	64,352.00	34,778.26			34,778.26	29,573.74	53.5%
Mass Transit		-						-	-	
Public Building Bonds		-						-	-	
Total City		13,876,989.97		13,738,221.00	7,424,477.56	-	-	7,424,477.56	6,313,743.44	53.5%
City Collection Rate:								53.5%		
ZTF3 Pines TIF (4062)	28	72,271.73	100.0%	72,272.00	36,135.84			36,135.84	36,136.16	50.0%
ZTF4 SE Plaza TIF (9542)	20	319,031.71	100.0%	319,032.00	178,566.63			178,566.63	140,465.37	56.0%
ZTF5 Olde Towne TIF (4555)	19	1,044,448.71	98.0%	1,023,560.00	476,452.17			476,452.17	547,107.83	45.6%
ZTF6 Near North TIF (4455)	21	558,807.54	100.0%	558,808.00	272,437.73			272,437.73	286,370.27	48.8%
ZTF8 Eastgate TIF (9543)	23	95,157.67	100.0%	95,158.00	86,296.45			86,296.45	8,861.55	90.7%
ZTF0 Grand & Oakland (xxxx)	29	127,844.53	100.0%	127,845.00	63,922.80			63,922.80	63,922.20	50.0%
ZTFA SS Redevelopment (xxxx)	24	19,897.22	100.0%	19,897.00	17,858.49			17,858.49	2,038.51	89.8%
Redevelopment TIF		2,237,459.11		2,216,572.00	1,131,670.11	-	-	1,131,670.11	1,084,901.89	50.6%
City Collection Rate:								50.6%		
Total Property Tax Levy		16,114,449.08		15,954,793.00	8,556,147.67	-	-	8,556,147.67	7,398,645.33	53.1%
City Collection Rate:					ok	ok		53.1%		

Note(s)

- 1 Payment received 07/18/2018 from Macon County Treasurer with check distribution / checks 16103,16133,16221,16246,16248,16269,16142,16270, dated July 11, 2018
- 2 Payment received 09/xx/2018 from Macon County Treasurer with check distribution / checks xxxxx, dated September xx, 2018
- 3 Payment received 12/xx/2018 from Macon County Treasurer with check distribution / checks xxxxx, dated December xx, 2018

Footnote (Not a part of City Tax Levy)

	input	input	input	Total Distribution
Distribution 1 7/18/2018	Distribution 2 9/xx/2018	Distribution 3 12/xx/2018		
Decatur Road & Bridge Tax Distribution	10-0831-301102	203,508.50	-	203,508.50
Total County Distribution to Civil City				
		7,627,986.06	-	7,627,986.06
		ok	ok	ok

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	test s/b "0"
Distribution to City including TIF & Mobile Home						-
		8,759,656.17	-	-	8,759,656.17	
		ok	ok	ok		
General Obligation Bond Debt	50-43500-301103	573,736.75	ZTF3 Pines TIF (4062)	28-43281-301103	36,135.84	
General Purpose	10-0231-301103	458,794.42	ZTF4 SE Plaza TIF (9542)	20-43200-301103	178,566.63	
Fire Pension	10-0231-301103	2,621,633.89	ZTF5 Olde Towne TIF (4555)	19-45190-301103	476,452.17	
Police Pension	10-0231-301103	2,183,973.44	ZTF6 Near North TIF (4455)	21-43210-301103	272,437.73	
City Library	35-59350-301103	1,551,560.80	ZTF8 Eastgate TIF (9543)	23-43230-301103	86,296.45	
Municipal Band	36-43360-301103	34,778.26	ZTF0 Grand & Oakland (xxxx)	29-43291-301103	63,922.80	
			ZTFA SS Redevelopment (xxxx)	24-43241-301103	17,858.49	

Prepared By:
Office of the City Treasurer

**City of Decatur
City Treasurer's Financial Report
Grant Tracking Schedule**

Period Ending: August, 2018

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount
1	050	Planning & Sustainability 702202 ITEP DECATUR CORRIDOR MONUMENT		X	Y	ACTIVE	1,000,000
35	050	Planning & Sustainability 18T0015 3-C TRANSPORTATION PLANNING ACTIVITIES (DUATS PL)	X	X	Y	ACTIVE	268,705
36	050	Planning & Sustainability 18T0015 TECHNICAL STUDIES GRANT (DUATS FTA)	X	X	Y	ACTIVE	67,176
42	053	Neighborhood Services APP-51418 ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELEIF PROGRAM	X		N	PENDING	125,000
C2015	054	Neighborhood Outreach B-15-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,241,326
C2016	054	Neighborhood Outreach B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054	Neighborhood Outreach B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
H2015	054	Neighborhood Outreach M-15-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	269,693
H2016	054	Neighborhood Outreach M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054	Neighborhood Outreach M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
32	065	Police 2017 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	26,954
34	065	Police AP-18-0120 STEP		X	Y	ACTIVE	70,566
43	065	Police AP-19-PENDING STEP		X	Y	ACTIVE	69,540
J2016	065	Police 2016-DJ-BX-0285 JUSTICE ASSISTANCE GRANT		X	N	ACTIVE	30,236
39	070	Fire EMW-2017-FP-00223 COMMUNITY RISK REDUCTION PROJECT GRANT		X	N	PENDING	30,475
40	070	Fire EMW-2017-FO-03697 OPERATINGS AND SAFETY		X	N	PENDING	200,000
41	070	Fire 18-PENDING# SMALL EQUIP GRANT PROGRAM	X		N	PENDING	25,500
09331	082	Public Works P-97-072-10 ILLINIOS JOBS NOW; BRUSH COLLEGE SUBWAY IMPROVEMENTS	X		Y	ACTIVE	1,465,557
09334	082	Public Works R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
09335	082	Public Works IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP		X	N	ACTIVE	25,000,000
1222	082	Public Works NELSON PARK BIORENTENTION PROJECT	X		N	PENDING	575,000
12221	082	Public Works IEPA L17-5315 WATER PLLUTION CONTROL-NELSON PARK SEWER		X	Y	ACTIVE	4,844,000
1325	082	Public Works 95784 MOUND ROAD BRIDGE		X	N	ACTIVE	818,214
1406	082	Public Works 15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
14061	082	Public Works SPR-PL3000(52) MIDWEST INLAND PORT (MIP) TRANSPORTATION STUDY		X	N	ON HOLD	180,000
14062	082	Public Works 17 751 04201 SUPPLY CHAIN NETWORK PLANNING & OPTIMIZATION STRATEGY		X	N	ACTIVE	230,020
1507	082	Public Works IEPA L17-5329 WATER PLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
L2017	350	Library FY2017 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	59,104
38	350	Library 18-3007-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	12,200
F13	700	Mass Transit IL-90-X710 FY13 CAPITAL PROJECT		X	Y	ACTIVE	80,320
F16-1	700	Mass Transit IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-1	700	Mass Transit IL-2017-029-01 FY17 OPERATING ASSISTANCE		X	Y	ACTIVE	1,612,548
F17-2	700	Mass Transit IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F18	700	Mass Transit IL-2018-PND FY18 OPERATING ASSISTANCE		X	Y	SUBMITTED	1,650,000
F19	700	Mass Transit IL-2019-PND FY19 OPERATING ASSISTANCE		X	Y	SUBMITTED	1,700,000
FC18	700	Mass Transit IL-2018-PND FY18 CAPITAL		X	Y	SUBMITTED	152,000
FC19	700	Mass Transit IL-2019-PND FY19 CAPITAL		X	Y	SUBMITTED	148,400
S18	700	Mass Transit OP-18-08-IL #4876 FY-2018 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	10,051,800
S19	700	Mass Transit OP-19-08-IL #Pending FY-2019 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	PENDING	11,057,000
SC14	700	Mass Transit CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,190,000

Bold print indicates information updated from previous month's report

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

August, 2018

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	3,611	2,410	3,200	2,414	3,572	10,175	2,784	2,859					31,025	59,964	59,964	52%
015	EXECUTIVE	10	55,500	51,849	52,743	53,684	77,189	57,300	101,893	36,496					486,654	725,522	725,522	67%
016	HUMAN RESOURCES	10	37,668	46,209	56,180	43,515	63,666	48,528	41,967	55,263					392,996	629,533	629,533	62%
017	INFORMATION TECHNOLOGIES	10	177,727	121,354	136,023	263,603	170,777	100,587	235,124	155,738					1,360,933	1,914,833	1,914,833	71%
018	CITY CLERK	10	2,918	2,393	1,698	2,364	1,682	1,761	1,694	1,772					16,282	28,514	28,514	57%
020	LEGAL	10	96,775	85,767	90,223	78,509	107,293	77,104	85,093	70,097					690,861	879,594	949,234	73%
035	FINANCE	10	87,132	92,208	96,741	133,032	152,928	104,509	98,094	88,567					853,212	1,380,147	1,380,147	62%
037	PURCHASING	10	16,389	16,915	16,463	16,780	24,718	18,523	16,410	16,620					142,818	223,082	223,082	64%
038	CIVIC CENTER	10	18,204	20,678	15,442	18,937	16,309	14,339	27,262	16,685					147,856	230,238	230,238	64%
039	CITY GENERAL ADMINISTRATIVE	10	23,097	95,003	164,436	82,750	5,000	10,312	774,157	126,438					1,281,194	3,053,285	3,239,285	40%
Sub Total			519,022	534,786	633,149	695,588	623,133	443,138	1,384,479	570,535	-	-	-	-	5,403,831	9,124,712	9,380,352	58%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,665	32,280	31,413	32,796	47,032	31,262	32,510	36,444					287,402	634,335	634,335	45%
052	BUILDING INSPECTIONS	10	43,496	41,807	44,445	43,114	62,580	43,136	46,796	52,621					377,994	667,200	597,560	63%
053	NEIGHBORHOOD INSPECTIONS	10	45,004	42,479	42,758	46,765	81,396	58,703	63,599	68,323					449,028	750,694	750,694	60%
054	NEIGHBORHOOD OUTREACH	10	25,158	24,774	24,775	24,775	37,083	24,895	24,811	24,776					211,049	332,719	332,719	63%
Sub Total			157,323	141,341	143,391	147,450	228,092	157,996	167,716	182,164	-	-	-	-	1,325,472	2,384,948	2,315,308	57%
Public Safety																		
060	EMERGENCY COMMUNICATIONS	10	39,010	-	-	-	-	-	-	-					39,010	226,000	40,000	98%
065	POLICE	10	1,902,663	1,586,022	1,453,265	1,855,333	2,154,349	1,509,615	3,951,973	1,580,068					15,993,289	26,646,611	26,646,611	60%
070	FIRE	10	1,193,479	1,046,153	1,192,532	1,142,806	1,560,942	1,108,171	3,783,663	1,204,078					12,231,824	19,777,504	19,777,504	62%
Sub Total			3,135,152	2,632,175	2,645,797	2,998,139	3,715,290	2,617,786	7,735,636	2,784,147	-	-	-	-	28,264,124	46,650,115	46,464,115	61%
Public Works																		
080	PUBLIC WORKS ADMIN	10	152,230	25,796	50,018	29,268	37,071	29,907	28,950	27,843					381,084	454,973	454,973	84%
082	ENGINEERING	10	75,725	75,688	84,767	67,269	107,283	87,439	77,603	82,890					658,663	1,258,764	1,258,764	52%
083	MUNICIPAL SERVICES	10	373,360	350,223	346,841	328,161	463,525	337,480	348,902	359,201					2,907,694	4,673,548	4,673,548	62%
084	STREETS	10	67,056	70,855	111,086	74,129	75,419	108,993	92,835	21,026					621,398	896,717	896,717	69%
086	TRAFFIC & PARKING	10	179,095	162,990	59,644	320,348	156,462	148,419	121,541	159,597					1,308,096	2,020,086	2,020,086	65%
088	URBAN FORESTRY	10	23,836	26,167	28,504	23,629	24,550	31,389	119,492	25,181					302,748	531,137	531,137	57%
Sub Total			871,302	711,720	680,860	842,805	864,310	743,627	789,323	675,738	-	-	-	-	6,179,683	9,835,225	9,835,225	63%
General Fund Expenditure Total			4,682,799	4,020,022	4,103,197	4,683,983	5,430,824	3,962,547	10,077,154	4,212,584	-	-	-	-	41,173,110	67,995,000	67,995,000	61%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

August, 2018

Div	Month of Fiscal Year	Fund	1	2	3	4	5	6	7	8	9	10	11	12	Actual YTD	Original Budget	Revised Budget	YTD
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				% of Budget
Development Services																		
120	PLANNING	12	1,196	18,234	642	150,792	15,308	25,329	5,928	41,477					258,906	553,500	553,500	47%
170	HOME PROGRAM	17	7,939	6,049	2,880	4,649	4,968	4,814	4,556	3,734					39,589	296,739	296,739	13%
171	PROGRAM DELIVERY COSTS	17	5,960	58	193	-	-	1,750	74,213	308					82,482	544,160	544,160	15%
181	PROJECTS	18	24,395	16,981	16,981	22,467	12,952	9,677	4,417	66,015					173,885	908,377	908,377	19%
183	REHAB PROJECTS	18	3,443	24,252	30,997	9,019	3,645	52,188	34,062	8,814					166,419	549,108	549,108	30%
184	ADMINISTRATION	18	23,345	14,179	17,453	14,798	9,469	2,401	191,167	58,586					331,398	439,434	439,434	75%
220	DUATS	22	-	52,745	-	397	-	478	114	-					53,733	260,000	260,000	21%
400	PEG PROJECTS	40	2,706	222,747	2,674	2,207	3,205	2,706	2,706	20,706					259,654	305,154	305,154	85%
701	MT-OPERATIONS	70	67,060	74,244	70,368	106,834	96,286	75,824	81,848	74,907					647,371	1,170,354	1,170,354	55%
702	MT-MAINTENANCE	70	148,558	126,374	132,822	111,868	122,920	130,129	111,399	127,347					1,011,416	1,483,059	1,483,059	68%
703	MT-TRANSPORTATION	70	283,302	429,027	347,958	363,721	423,723	338,303	354,091	325,004					2,865,129	4,863,603	4,863,603	59%
704	MT-INSURANCE	70	10,705	46,389	2,310	40,400	14,081	388	388	6,051					120,712	374,656	374,656	32%
705	MT-CAPITAL	70	59,116	3,111	-	-	-	-	-	-					62,227	345,308	345,308	18%
820	DCDF	82	269	2,269	1,041	66	3,910	1,533	985	11					10,084	135,600	135,600	7%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	337	75	-	469	6,550	6,241	-					13,672	20,378	20,378	67%
840	COMMUNITY REVITALIZATION	84	31,135	-	-	-	-	-	-	-					31,135	300,000	1,300,000	2%
880	RECYCLING	88	52,458	48,867	55,925	48,900	56,890	58,168	64,692	48,569					434,468	661,495	661,495	66%
Sub Total			721,585	1,085,863	682,318	876,116	767,826	710,237	936,806	781,531	-	-	-	-	6,562,282	13,210,925	14,210,925	46%
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-	-	-	-	258,745	-	-					258,745	1,143,590	1,143,590	23%
200	SE PLAZA TIF	20	476,921	-	-	-	-	-	-	-					476,921	550,000	550,000	87%
210	WABASH CROSSING TIF	21	-	-	-	-	-	53,030	-	-					53,030	266,760	268,260	20%
230	EASTGATE TIF	23	-	-	68,588	-	-	-	-	147,014					215,602	320,000	320,000	67%
241	SOUTHSIDE TIF	24	10,639	-	-	-	-	-	-	-					10,639	8,100	10,650	100%
281	PINES SHOPPING CENTER TIF	28	-	-	103,762	-	-	-	-	-					103,762	105,000	105,000	99%
291	GRAND & OAKLAND TIF	29	-	-	182,445	-	-	-	-	-					182,445	190,000	190,000	96%
Sub Total			487,560	-	354,795	-	-	311,775	-	147,014	-	-	-	-	1,301,144	2,583,450	2,587,500	50%
Public Safety																		
250	DRUG ENFORCEMENT	25	12,019	12,005	23,338	19,508	33,309	30,164	28,751	50,140					209,233	414,776	414,776	50%
260	DUI COURT FINES	26	5,914	1,690	10,473	3,410	3,391	657	4,325	5,808					35,667	132,500	132,500	27%
270	POLICE PROGRAMS/LAB	27	-	3,339	375	7,729	2,798	1,133	3,123	1,514					20,012	34,700	34,700	58%
320	FIRE EMERGENCY GRANT	32	-	-	-	-	-	-	-	-					-	100,000	100,000	0%
330	POLICE CAPITAL	33	63,462	3,025	2,947	16,961	62,000	4,167	62,475	2,813					217,848	303,151	303,151	72%
371	FOREIGN FIRE INSURANCE	37	-	-	-	-	-	-	-	-					-	-	-	-
440	2018 PROJECT FUND	44	-	-	-	-	-	-	2,056,826	25,518					2,082,345	-	10,600,000	20%
490	FIRE CAPITAL	49	5,410	77,541	-	5,410	68,762	-	5,410	168,046					330,579	366,047	366,047	90%
491	FIRE CAPITAL PROJECTS	49	-	216,526	33,213	12,313	8,897	81,628	2,647	(24,904)					330,320	1,330,000	1,330,000	25%
Sub Total			86,804	314,127	70,346	65,330	179,157	117,748	2,163,556	228,936	-	-	-	-	3,226,004	2,681,174	13,281,174	24%
Debt Service																		
504	DS-2018 BOND-FIRE STATIONS	50	-	-	-	-	-	-	-	47,862					47,862	59,974	59,974	80%
505	DS-2018 BOND-FIRE RENOVATIONS	50	-	-	-	-	-	-	-	9,576					9,576	59,974	59,974	16%
512	DS-2002 BOND-WABASH CROSSNG	50	29,987	-	-	-	-	-	29,987	-					59,974	59,974	59,974	100%
516	DS-2010A BOND	50	-	-	-	-	-	42,426	-	-					42,426	179,601	179,601	24%
518	DS-2010C BOND	50	-	-	-	-	-	16,400	-	-					16,400	138,550	138,550	12%
521	DS-2012 GO BOND	50	-	692,026	-	-	-	-	-	55,341					747,366	747,366	747,366	100%
Sub Total			29,987	692,026	-	-	-	58,826	29,987	112,779	-	-	-	-	923,604	1,245,439	1,245,439	74%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

August, 2018

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Original	Revised	YTD	
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget	% of Budget	
Public Works & Capital															-			
420	LOCAL MFT INITIATIVE PROJECTS	42	54,503	-	11,565	16,792	4,900	-	547,848	27,000				662,608	3,010,000	3,010,000	22%	
421	LOCAL STREET CAP PROJECTS	42	918	574,819	3,873	-	-	-	579,491					1,159,101	1,206,429	1,206,429	96%	
451	CAPITAL STREET PROJECTS	45	-	-	-	-	-	-	-	-					28,450	28,450	0%	
460	MFT PROJECTS	46	55,145	98,817	59,733	96,347	65,615	66,574	102,767	64,489				609,488	2,999,100	2,999,100	20%	
470	MAJOR MOVES	47	5,000	21,275	-	10,000	5,000	72,094	42,741	10,265				166,375	2,610,000	2,610,000	6%	
601	FLEET OPERATIONS	60	111,746	140,891	106,279	117,871	161,746	108,662	123,014	153,110				1,023,319	1,563,864	1,563,864	65%	
602	FLEET INVENTORY	60	27,412	118,236	92,911	63,011	104,358	53,059	99,323	78,664				636,974	886,000	886,000	72%	
610	EQUIPMENT REPLACEMENT	61	350	36,224	-	9,686	9,821	-	-	36,224				92,306	214,400	214,400	43%	
780	STORM WATER PROJECTS	78	264,623	62,335	231,028	56,411	75,005	63,767	94,580	453,020				1,300,769	4,596,691	4,596,691	28%	
782	STORM DEBT SERVICE-2017 IEPA	78	-	-	-	-	-	-	-	-				-	120,000	120,000	0%	
790	SEWER PROJECTS	79	633,218	1,239,361	1,529,835	593,266	213,231	270,423	413,745	348,966				5,242,047	13,149,674	13,149,674	40%	
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	229,848	-	-	-	-				229,848	459,696	459,696	50%	
793	SEWER DEBT SERVICE-2014 IEPA	79	66,351	-	-	-	-	-	66,351	-				132,702	132,702	132,702	100%	
794	SEWER DEBT SERVICE-2015 IEPA	79	-	-	-	-	-	-	-	-				-	550,000	550,000	0%	
Sub Total			1,219,266	2,291,958	2,035,224	1,193,232	639,677	634,579	1,490,370	1,751,229	-	-	-	11,255,535	31,527,006	31,527,006	36%	
Library																		
351	LIBRARY OPERATIONS	35	253,076	273,840	275,631	298,273	371,771	264,768	338,951	261,631				2,337,941	3,573,350	3,573,350	65%	
582	LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-	-	-	-				-	375,000	375,000	0%	
591	DPL-CANTONI TRUST	59	-	-	30	-	255	145	-	-				430	45,000	45,000	1%	
592	DPL-MEYER TRUST	59	1,884	1,924	1,861	1,861	5,097	2,005	5,187	1,861				21,678	46,528	46,528	47%	
594	DPL-DONATIONS	59	-	515	775	606	263	636	588	510				3,893	30,000	30,000	13%	
Sub Total			254,961	276,279	278,297	300,739	377,386	267,554	344,725	264,001	-	-	-	2,363,942	4,069,878	4,069,878	58%	
Other Miscellaneous																		
340	BUILDING FUND	34	25,305	34,046	37,138	32,810	43,639	38,020	18,120	59,089				288,168	478,912	478,912	60%	
360	BAND	36	1,830	1,039	126	126	11,494	19,637	24,270	21,732				80,255	93,077	93,077	86%	
641	RISK MANAGEMENT	64	19,367	17,908	21,805	19,763	25,396	20,586	19,540	21,759				166,124	268,740	268,740	62%	
642	WORKER'S COMPENSATION	64	120,449	233,854	281,199	158,957	203,696	111,367	186,679	(42,913)				1,253,288	1,986,500	1,986,500	63%	
643	LIABILITY PROPERTY & CASUALTY	64	8,559	-	125,386	21,318	53,006	9,745	21,784	(2,958)				236,840	687,500	687,500	34%	
651	MEDICAL INSURANCE	65	910,440	1,007,611	684,953	1,129,018	781,860	1,024,445	673,613	769,087				6,981,026	10,502,278	10,502,278	66%	
653	UNEMPLOYMENT INSURANCE	65	-	8,534	-	-	12,745	-	-	7,832				29,110	30,000	30,000	97%	
770	FIBER OPTICS	77	-	413,516	3,000	3,000	3,000	3,000	23,000	137,118				585,634	232,100	232,100	252%	
Sub Total			1,085,951	1,716,507	1,153,608	1,364,993	1,134,835	1,226,799	967,006	970,747	-	-	-	9,620,447	14,279,107	14,279,107	67%	
Water Utility & Capital																		
801	WATER PRODUCTION	80	470,121	381,239	408,597	344,202	442,570	381,470	436,553	370,137				3,234,889	5,167,997	5,167,997	63%	
802	WATER LAKE SERVICES	80	59,994	93,192	59,597	63,869	95,092	86,424	131,655	72,281				662,103	1,093,944	1,093,944	61%	
803	WATER ADMINISTRATION	80	284,634	291,401	294,119	291,097	302,387	288,279	2,283,841	284,624				4,320,380	6,375,914	6,375,914	68%	
804	WATER SERVICES	80	246,657	330,754	253,759	261,212	345,914	258,895	269,206	248,536				2,214,934	3,377,028	3,377,028	66%	
805	UTILITY CUSTOMER SERVICE	80	79,032	59,731	87,781	89,951	90,407	58,353	96,994	87,727				649,976	1,138,668	1,138,668	57%	
808	WATER DEBT SERV-SWTP	80	-	5,497,759	350	-	475	615,208	-	1,757,831				7,871,623	10,726,893	10,726,893	73%	
809	WATER DEBT-NITRATE FACILITY	80	-	-	-	-	242,179	-	-	-				242,179	484,358	484,358	50%	
80B	WATER DEBT-MAIN&FRANK TANK	80	180,840	-	-	-	-	-	180,840	-				361,681	361,681	361,681	100%	
80C	WATER DEBT-ENERGY PROJECT	80	-	313,660	-	-	313,660	-	-	313,660				940,980	1,263,528	1,263,528	74%	
811	WATER NON LAKE CAPITAL	81	-	8,029	176,216	20,000	19,745	85,816	221,807	58,821				590,435	5,000,000	5,000,000	12%	
812	WATER LAKE CAPITAL	81	-	380	-	1,352	116,536	37	-	-				118,304	762,000	762,000	16%	
890	WATER BONDS	89	-	7,588	14,262	6,974	522,786	1,461,836	250,070	6,035,189				8,298,705	20,295,000	26,295,000	32%	
Sub Total			1,321,279	6,983,734	1,294,681	1,078,656	2,491,751	3,236,318	3,870,966	9,228,807	-	-	-	29,506,190	56,047,011	62,047,011	48%	
Fudiciary Trust & Agency																		
900	FIRE PENSION	90	643,730	653,729	629,587	626,289	682,523	640,516	650,544	655,743				5,182,662	8,413,192	8,413,192	62%	
910	POLICE PENSION	91	702,048	706,636	661,710	648,794	737,068	710,259	742,508	700,509				5,609,534	8,352,740	8,352,740	67%	
Sub Total			1,345,778	1,360,365	1,291,297	1,275,084	1,419,591	1,350,776	1,393,052	1,356,253	-	-	-	10,792,196	16,765,932	16,765,932	64%	
Grand Total Expenditures			11,235,969	18,740,882	11,263,763	10,838,134	12,441,046	11,877,159	21,273,622	19,053,880	-	-	-	116,724,454	210,404,922	228,008,972	51%	

City of Decatur
Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,713,394	2,643,725	69,669	2,682,475	30,919
Tapping Fees	2,310	7,470	(5,160)	7,875	(5,565)
UCB Billing Reimb	39,013	40,862	(1,849)	-	39,013
Interest Income	1,030	116	914	122	908
Other Income	5,100	3,399	1,701	2,650	2,450
Total Revenue	2,760,847	2,695,572	65,275	2,693,122	67,725
Cost of Service					
Water Production	370,137	429,296	(59,159)	404,154	(34,017)
Water Services	248,536	274,954	(26,418)	262,861	(14,325)
Total Cost of Service	618,673	704,250	(85,577)	667,015	(48,342)
% of Revenue	22.4%	26.1%		24.8%	
Water Gross Margin	2,142,174	1,991,322	150,852	2,026,107	116,067
% of Revenue	77.6%	73.9%		75.2%	
Operating Expense					
Lake Management	72,281	115,765	(43,484)	109,764	(37,483)
Water Administration	284,624	346,394	(61,770)	374,317	(89,693)
Customer Service	87,727	78,082	9,645	-	87,727
Total Operating Expense	444,632	540,241	(95,609)	484,081	(39,449)
% of Revenue	16.1%	20.0%		18.0%	
Margin Before Debt Service	1,697,542	1,451,081	246,461	1,542,026	155,516
% of Revenue	61.5%	53.8%		57.3%	
Debt Service					
GO Bond Debt	1,757,831	1,661,709	96,122	1,722,759	35,072
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	313,660	313,660	-	271,324	42,336
Total Debt Service	2,071,491	1,975,369	96,122	1,994,083	77,408
% of Revenue	75.0%	73.3%		74.0%	
Operating Income	(373,949)	(524,288)	150,339	(452,057)	78,108
% of Revenue	-13.5%	-19.4%		-16.8%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	(373,949)	(524,288)	150,339	(452,057)	78,108
% of Revenue	-13.5%	-19.4%		-16.8%	

Balance Sheet Items (Operating Fund)

Cash	3,880,264		5,284,428	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	3,880,264		5,284,428	
Accounts Receivable	2,649,263		2,618,433	

Prepared By: Office of the City Treasurer

Month of: August, 2018

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
19,495,483	19,288,397	207,086	18,847,845	647,638
8,786	12,473	(3,687)	13,149	(4,363)
286,742	307,753	(21,011)	-	286,742
11,655	8,832	2,823	9,353	2,302
195,797	254,188	(58,391)	221,381	(25,584)
19,998,463	19,871,643	126,820	19,091,728	906,735
3,234,889	3,044,717	190,172	2,863,533	371,356
2,214,933	2,249,246	(34,313)	2,141,937	72,996
5,449,822	5,293,963	155,859	5,005,470	444,352
27.3%	26.6%		26.2%	
14,548,641	14,577,680	(29,039)	14,086,258	462,383
72.7%	73.4%		73.8%	
662,104	702,676	(40,572)	664,727	(2,623)
2,320,382	2,418,403	(98,021)	2,658,301	(337,919)
649,976	743,961	(93,985)	-	649,976
3,632,462	3,865,040	(232,578)	3,323,028	309,434
18.2%	19.5%		17.4%	
10,916,179	10,712,640	203,539	10,763,230	152,949
54.6%	53.9%		56.4%	
7,871,623	7,695,408	176,215	6,978,463	893,160
242,179	242,179	-	242,179	-
361,680	361,681	(1)	361,681	(1)
940,980	940,980	-	813,972	127,008
9,416,462	9,240,248	176,214	8,396,295	1,020,167
47.1%	46.5%		44.0%	
1,499,717	1,472,392	27,325	2,366,935	(867,218)
7.5%	7.4%		12.4%	
2,000,000	2,000,000	-	1,000,000	1,000,000
(500,283)	(527,608)	27,325	1,366,935	(1,867,218)
-2.5%	-2.7%		7.2%	

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense

Month of: **August, 2018**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget
Revenue					
CapEx Funding	-	2,000,000	2,000,000	-	2,750,000
ADM Cost Share	-	1,000,000	1,000,000	-	1,000,000
IEPA Loan draw down	-	-	-	-	-
Other	4,557	46,400	2,076	44,324	6,000
Total Revenue	4,557	3,046,400	3,002,076	44,324	3,756,000

Comments

CapEx funding from Water Operating Fund
Actual ADM cost share

CapEx Project Spending

Operating CapEx	-	8,029	166,665	(158,636)	300,000
Professional Services	23,912	93,252	238,000	(144,748)	238,000
Capital Equipment	-	22,024	-	22,024	-
Water Distribution	-	29,058	34,000	(4,942)	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	-	304,908	1,296,956	(992,048)	2,600,000
Water System Improv	6,392	48,386	100,000	(51,614)	200,000
SWTP CapEx	28,517	84,778	976,800	(892,022)	1,628,000
Lake Operating	-	3,256	5,000	(1,744)	10,000
Other Equipment	-	-	-	-	-
Storm Water Improvement	-	115,012	30,000	85,012	30,000
EPA Non Source	-	-	25,000	(25,000)	25,000
Lakefront Development	-	-	-	-	412,000
Sediment Control	-	-	35,000	(35,000)	35,000
Additional Water Supply	-	37	100,000	(99,963)	250,000
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	58,821	708,740	3,007,421	(2,298,681)	5,762,000

Surplus (Deficit)	(54,264)	2,337,660	(5,345)		(2,006,000)
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Capital Fund Cash Position

Cash at January 1, 2016	3,768,276		
Current Cash Position	4,105,296	Cash Position Target at December 31, 2017	2,016,363
included in cash above	-		

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

home

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,941	25,424	26,984	27,138	27,114	27,423	26,760	27,447					216,231	
Industrial	32	32	32	32	32	32	32	32					256	
Commercial	2,716	2,612	2,660	2,688	2,677	2,733	2,670	2,711					21,467	
Total	30,689	28,068	29,676	29,858	29,823	30,188	29,462	30,190	-	-	-	-	237,954	100.1%
Delinquent Bills														
Residential	8,158	6,790	6,883	7,087	8,086	7,046	7,732	8,232					60,014	
Industrial	-	-	5	-	-	-	-	-					5	
Commercial	408	323	311	395	342	320	312	297					2,708	
Total	8,566	7,113	7,199	7,482	8,428	7,366	8,044	8,529	-	-	-	-	62,727	101.9%
Total Bill Count	39,255	35,181	36,875	37,340	38,251	37,554	37,506	38,719	-	-	-	-	300,681	100.5%
Cubit Feet Consumption Billed														
Residential	12,914,047	11,669,667	10,940,431	11,500,732	12,061,263	14,682,041	13,556,410	13,740,591					101,065,182	98.1%
Industrial	39,887,143	47,219,407	40,507,426	39,442,037	46,234,329	42,460,596	46,474,716	47,147,464					349,373,118	106.7%
Commercial	10,232,427	10,900,160	9,181,729	9,530,981	10,153,152	13,253,331	13,538,775	13,865,869					90,656,424	97.2%
Total	63,033,617	69,789,234	60,629,586	60,473,750	68,448,744	70,395,968	73,569,901	74,753,924	-	-	-	-	541,094,724	103.3%
Water Shut Offs	358	305	282	312	269	305	275	403					2,509	93.4%
Customer Service Telephone Calls	5,319	4,449	4,279	4,625	4,808	4,929	5,097	5,719					39,225	102.0%
Water Billed \$														
Residential	\$ 729,899	\$ 658,679	\$ 633,563	\$ 661,728	\$ 691,108	\$ 828,230	\$ 770,082	\$ 782,457					\$ 5,755,746	100.9%
Industrial	\$ 1,004,938	\$ 1,169,702	\$ 999,443	\$ 976,210	\$ 1,120,867	\$ 1,092,080	\$ 1,185,247	\$ 1,173,216					\$ 8,721,703	107.1%
Commercial	\$ 495,729	\$ 505,596	\$ 450,932	\$ 465,234	\$ 484,339	\$ 594,977	\$ 599,781	\$ 614,603					\$ 4,211,191	99.8%
Total	\$ 2,230,566	\$ 2,333,977	\$ 2,083,938	\$ 2,103,172	\$ 2,296,314	\$ 2,515,287	\$ 2,555,110	\$ 2,570,276	\$ -	\$ -	\$ -	\$ -	\$ 18,688,640	103.4%
Penalty \$	\$ 12,890	\$ 12,243	\$ 37,226	\$ 11,485	\$ 12,753	\$ 11,493	\$ 13,786	\$ 14,701					\$ 126,577	109.9%
Total Billed	\$ 2,243,456	\$ 2,346,220	\$ 2,121,164	\$ 2,114,657	\$ 2,309,067	\$ 2,526,780	\$ 2,568,896	\$ 2,584,977	\$ -	\$ -	\$ -	\$ -	\$ 18,815,217	103.5%
Water Gallonage														
Gallons (000)	265,510	259,870	275,500	276,050	329,710	322,170	315,520	310,950					2,355,280	102.5%
\$ Billed	\$ 79,122	\$ 77,441	\$ 82,099	\$ 82,263	\$ 98,254	\$ 96,007	\$ 94,025	\$ 92,663					\$ 701,874	102.5%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,322,578	\$ 2,423,661	\$ 2,203,263	\$ 2,196,920	\$ 2,407,321	\$ 2,622,787	\$ 2,662,921	\$ 2,677,640	\$ -	\$ -	\$ -	\$ -	\$ 19,517,091	103.4%
Cash Revenue \$	\$ 2,293,292	\$ 2,442,137	\$ 2,261,078	\$ 2,266,797	\$ 2,369,943	\$ 2,419,949	\$ 2,728,893	\$ 2,713,394					\$ 19,495,483	103.4%
% Cash to Billed	98.7%	100.8%	102.6%	103.2%	98.4%	92.3%	102.5%	101.3%	-	-	-	-	99.9%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	26,709	25,130	29,765	25,203	28,256	27,917	24,979	28,002	24,782	26,782	26,697	26,681	320,903	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,668	2,407	2,941	2,614	2,703	2,809	2,540	2,767	2,550	2,671	2,664	2,663	31,997	
Total	29,409	27,569	32,738	27,849	30,991	30,758	27,551	30,801	27,364	29,485	29,393	29,376	353,284	
Delinquent Bills														
Residential	6,947	6,707	7,439	6,531	7,638	7,966	7,282	8,165	7,086	7,552	7,618	7,097	88,028	
Industrial	-	-	1	-	-	-	-	-	-	-	-	-	1	
Commercial	407	329	297	326	399	405	413	329	407	380	348	386	4,426	
Total	7,354	7,036	7,737	6,857	8,037	8,371	7,695	8,494	7,493	7,932	7,966	7,483	92,455	
Total Bill Count	36,763	34,605	40,475	34,706	39,028	39,129	35,246	39,295	34,857	37,417	37,359	36,859	445,739	
Cubit Feet Consumption Billed														
Residential	13,050,909	10,815,794	12,890,444	10,689,906	12,340,042	14,696,235	14,823,829	13,762,701	12,923,660	13,318,511	11,938,316	11,535,811	152,786,158	
Industrial	38,534,545	41,420,527	37,063,682	41,987,775	36,733,643	43,112,797	44,145,907	44,435,712	49,965,804	41,787,178	46,650,342	41,369,453	507,207,365	
Commercial	10,842,778	9,806,916	10,693,282	10,030,455	10,335,211	12,849,387	14,758,723	13,962,640	13,670,362	13,060,331	11,717,531	9,994,193	141,721,809	
Total	62,428,232	62,043,237	60,647,408	62,708,136	59,408,896	70,658,419	73,728,459	72,161,053	76,559,826	68,166,020	70,306,189	62,899,457	801,715,332	
Water Shut Offs	350	271	403	243	346	350	292	432	298	381	263	309	3,938	
Customer Service Tphone Calls	4,892	4,091	4,785	4,225	4,855	5,357	4,746	5,512	4,718	4,986	4,460	4,540	57,167	
Water Billed \$														
Residential	\$ 710,757	\$ 607,055	\$ 718,723	\$ 601,462	\$ 692,482	\$ 810,883	\$ 800,659	\$ 765,212	\$ 715,020	\$ 739,716	\$ 679,545	\$ 661,618	\$ 8,503,132	
Industrial	\$ 973,205	\$ 1,035,246	\$ 940,693	\$ 1,021,783	\$ 905,211	\$ 1,070,191	\$ 1,091,871	\$ 1,104,458	\$ 1,197,443	\$ 1,044,767	\$ 1,152,166	\$ 1,013,015	\$ 12,550,049	
Commercial	\$ 493,704	\$ 446,155	\$ 504,522	\$ 465,631	\$ 487,685	\$ 584,236	\$ 629,198	\$ 607,835	\$ 588,513	\$ 576,276	\$ 537,998	\$ 481,642	\$ 6,403,395	
Total	\$ 2,177,666	\$ 2,088,456	\$ 2,163,938	\$ 2,088,876	\$ 2,085,378	\$ 2,465,310	\$ 2,521,728	\$ 2,477,505	\$ 2,500,976	\$ 2,360,759	\$ 2,369,709	\$ 2,156,275	\$ 27,456,576	
Penalty \$	\$ 12,316	\$ 11,830	\$ 24,030	\$ 10,881	\$ 13,118	\$ 12,569	\$ 14,758	\$ 15,636	\$ 12,477	\$ 13,345	\$ 14,488	\$ 12,288	\$ 167,737	
Total Billed	\$ 2,189,982	\$ 2,100,286	\$ 2,187,968	\$ 2,099,757	\$ 2,098,496	\$ 2,477,879	\$ 2,536,486	\$ 2,493,141	\$ 2,513,453	\$ 2,374,104	\$ 2,384,198	\$ 2,168,563	\$ 27,624,313	
Water Gallonage														
Gallons (000)	268,550	220,040	281,500	290,530	291,740	323,090	309,290	312,420	315,830	293,740	263,708	252,220	3,422,658	
\$ Billed	\$ 80,028	\$ 65,572	\$ 83,887	\$ 86,578	\$ 96,939	\$ 96,281	\$ 92,168	\$ 93,101	\$ 94,117	\$ 87,535	\$ 78,991	\$ 75,162	\$ 1,020,359	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,270,010	\$ 2,165,858	\$ 2,271,855	\$ 2,186,335	\$ 2,185,435	\$ 2,574,160	\$ 2,628,654	\$ 2,586,242	\$ 2,607,570	\$ 2,461,639	\$ 2,463,189	\$ 2,243,725	\$ 28,644,672	
Cash Revenue \$	\$ 2,250,637	\$ 2,293,297	\$ 2,197,191	\$ 2,184,431	\$ 2,202,704	\$ 2,402,041	\$ 2,635,068	\$ 2,682,475	\$ 2,554,864	\$ 2,546,501	\$ 2,506,149	\$ 2,264,905	\$ 28,720,264	
% Cash to Billed	99.1%	105.9%	96.7%	99.9%	100.8%	93.3%	100.2%	103.7%	98.0%	103.4%	101.7%	100.9%	100.3%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: August, 2018

	2018 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	5	5	5	5	5	5	5	3	3					5
Legislative	0	0	0	0	0	0	0	0	0					0
Finance	22	21	21	21	20	20	19	19	20					21
Human Resources	5	5	5	5	5	5	4	4	4					5
Information Technology	11	11	11	11	11	11	10	10	10					11
Corporation Counsel	8	8	8	8	8	8	8	8	8					8
Economic & Community Dev	21	18	18	18	18	18	18	18	19					19
Public Safety	281	273	271	275	275	272	268	266	266					287
Public Works	117	108	108	107	107	106	106	107	108					108
Total Full Time	470	449	447	450	449	445	438	435	438	0	0	0	0	464
Part Time Staffing														
Executive														0
Legislative	7	7	7	7	7	7	7	7	7					7
Finance														0
Human Resources														0
Information Technology														0
Management Services														0
Corporation Counsel														0
Planning & Building Services														0
Neighborhood Services														0
Public Safety		2	2	2	2	2	2	2	2					2
Public Works														0
PW Water Management		1	1			2	10	10	9					0
Total Temporary	7	10	10	9	9	11	19	19	18	0	0	0	0	9
Total City Staff Headcount	477	459	457	459	458	456	457	454	456	0	0	0	0	473

Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: August, 2018

	2018 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive	4	4	4	4	4	4	4	2	2					4
City Clerk	1	1	1	1	1	1	1	1	1					1
Total	5	5	5	5	5	5	5	3	3	0	0	0	0	5
Legislative	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financial Management														
Finance	13	12	12	12	12	11	11	11	11					12
Purchasing	2	2	2	2	2	2	2	2	2					2
Risk Management														
Water Customer Service	7	7	7	7	6	7	6	6	7					7
Total	22	21	21	21	20	20	19	19	20	0	0	0	0	21
Human Resources	5	5	5	5	5	5	4	4	4					5
Information Technology	11	11	11	11	11	11	10	10	10					11
Corporation Legal Counsel	8	8	8	8	8	8	8	8	8					8
Economic & Community Devel														
Planning & Development	6	4	4	4	4	4	4	4	5					5
Building Inspections	6	5	5	5	5	5	5	5	5					5
Neighborhood Inspection	5	5	5	5	5	5	5	5	5					5
Neighborhood Services	3	3	3	3	3	3	3	3	3					3
Mass Transit	1	1	1	1	1	1	1	1	1					1
Total	21	18	18	18	18	18	18	18	19	0	0	0	0	19
Public Safety														
Fire	111	109	109	112	112	111	110	109	108					109
Police	170	164	162	163	163	161	158	157	158					155
Police Communications														23
Total	281	273	271	275	275	272	268	266	266	0	0	0	0	287
Public Works														
PW Administration	2	2	2	2	2	2	2	2	2					2
PW Engineering	12	9	9	8	8	9	10	10	10					9
PW Municipal Services	50	48	47	47	46	45	45	46	46					48
Fleet Maintenance	8	8	8	8	8	8	8	8	8					8
Water Production (Admin)	3	3	3	3	3	3	2	2	3					3
Water Production	15	13	13	13	13	13	13	13	13					13
Water Services	23	23	22	22	23	22	22	22	22					21
Water Production (Lake)	4	4	4	4	4	4	4	4	4					4
Total	117	110	108	107	107	106	106	107	108	0	0	0	0	108
Total City Staffing	470	451	447	450	449	445	438	435	438	0	0	0	0	464

Note: Above report includes all Full Time W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: August, 2018

2018 Budget	Current Year Staffing Levels												Prior Yr End
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff													
Executive													
City Clerk													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Legislative	7	7	7	7	7	7	7	7					7
Financial Management													
Finance													
Purchasing													
Risk Management													
Water Customer Service													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Information Technology													0
Human Resources													
Management Services													
Mass Transit													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Corporation Legal Counsel													0
Planning & Building Service													
Planning & Sustainability													
Building Inspections													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Neighborhood Services													
Outreach													
Inspection													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Safety													
Fire													
Police		2	2	2	2	2	2	2					2
Police Communications													
Total	0	2	2	2	2	2	2	2	0	0	0	0	2
Public Works													
Administration													
Engineering													
Municipal Services													
Water Administration													
Water Production		1	1			2	10	10	9				
Water Services													
Total	0	1	1	0	0	2	10	10	9	0	0	0	0
Total City Staffing	7	10	10	9	9	11	19	19	18	0	0	0	9

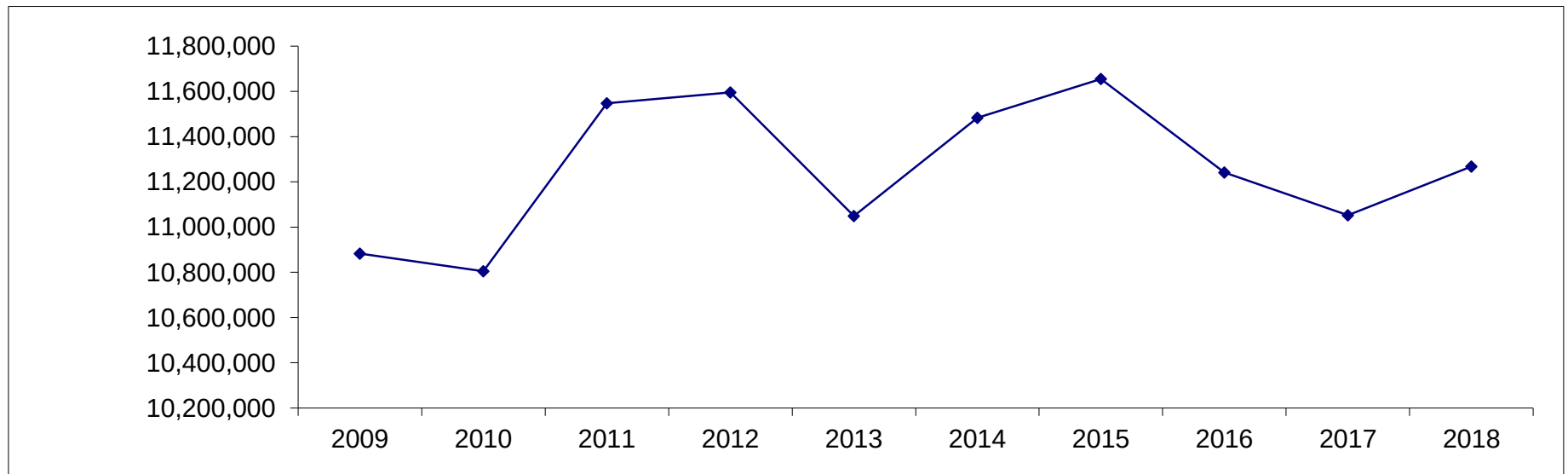
Note: Above report includes all Temporary W-2 EE's

Projected Revenues

STATE SALES TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	997,996	832,060	916,053	939,211	918,325	938,684	963,009	946,811	902,833	882,653	A
FEBRUARY	915,498	882,512	1,104,610	935,641	880,247	914,587	941,678	904,631	899,838	917,921	A
MARCH	1,065,522	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	A
APRIL	857,110	771,162	844,138	871,624	856,724	825,291	857,417	824,458	789,769	840,607	A
MAY	778,543	845,828	851,665	986,897	884,323	868,465	877,404	867,538	837,972	819,180	A
JUNE	905,163	902,403	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	A
JULY	930,576	878,430	966,695	918,786	922,915	935,127	944,686	887,325	906,452	942,693	A
AUGUST	913,335	932,682	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	A
SEPTEMBER	902,510	956,479	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	972,306	P
OCTOBER	875,180	911,376	942,225	911,934	925,873	981,740	991,641	933,239	891,372	908,816	P
NOVEMBER	880,784	958,698	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	952,700	P
DECEMBER	860,148	890,326	965,215	906,055	919,141	969,684	976,633	916,175	935,863	954,178	P

TOTALS	10,882,364	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,268,418
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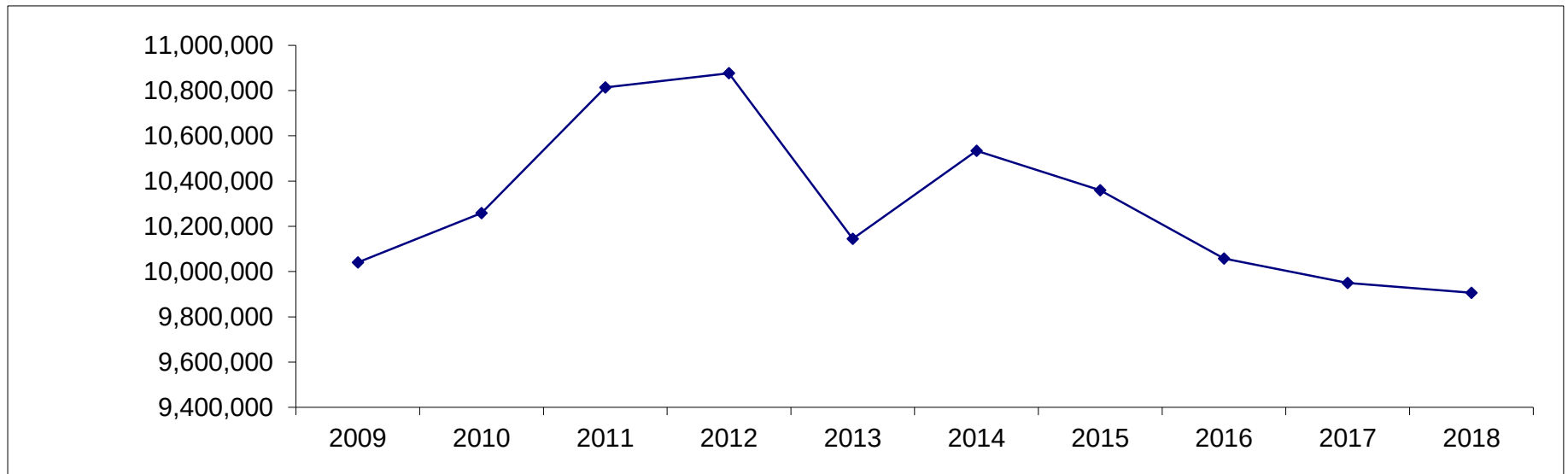


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	908,470	805,816	841,530	914,456	861,196	887,481	889,089	848,993	818,066	807,770	A
FEBRUARY	854,383	857,826	880,959	911,162	880,506	862,759	863,243	833,995	838,995	837,288	A
MARCH	999,242	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	A
APRIL	760,928	701,269	767,991	758,516	773,089	739,227	739,805	703,472	702,734	712,309	A
MAY	734,057	757,147	761,238	929,937	775,938	779,506	764,685	744,767	729,878	716,975	A
JUNE	807,427	847,234	863,436	942,726	853,033	865,335	832,374	840,488	855,602	852,317	A
JULY	773,331	859,117	925,802	864,230	846,702	864,489	833,551	791,839	814,658	807,532	A
AUGUST	847,643	868,171	959,067	927,747	619,512	957,423	906,467	867,107	877,154	909,719	A
SEPTEMBER	859,902	875,938	950,587	899,635	901,318	916,077	911,765	904,129	852,928	849,172	P
OCTOBER	825,361	871,193	898,365	838,868	860,182	882,079	875,986	822,711	779,788	776,355	P
NOVEMBER	845,374	930,915	916,686	902,358	897,029	884,609	882,605	854,078	835,747	832,066	P
DECEMBER	824,507	862,884	942,430	898,532	864,499	872,277	860,119	810,233	849,336	845,596	P
TOTALS	10,040,626	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	9,906,453	

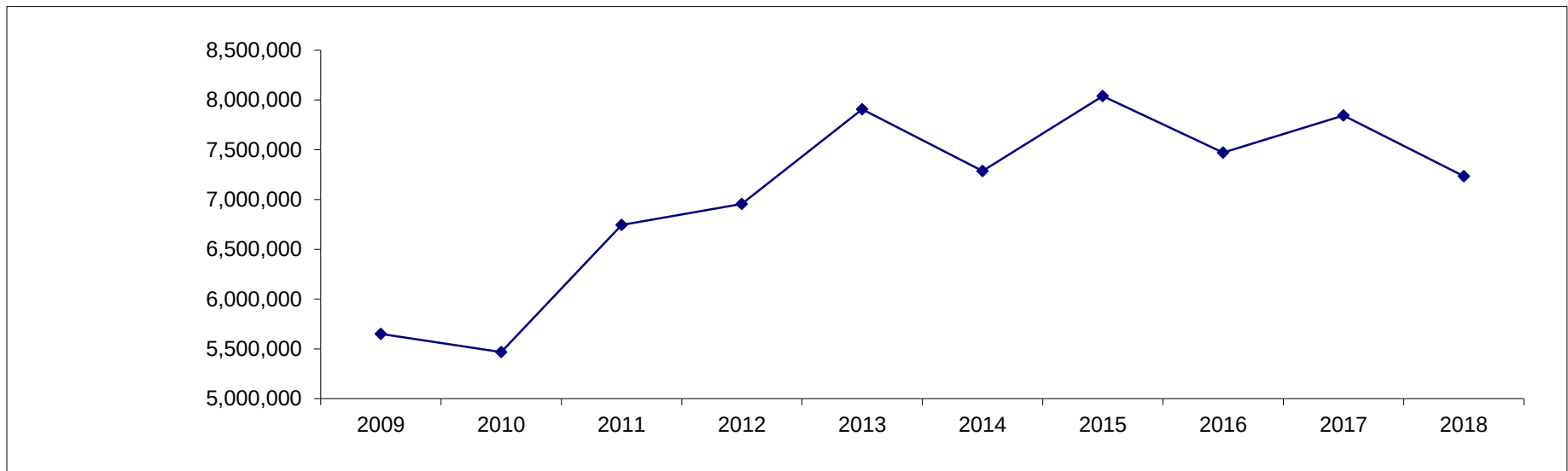


Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

State reduced allocation for 2% administrative fee beginning with September 2017 distribution

STATE INCOME TAX

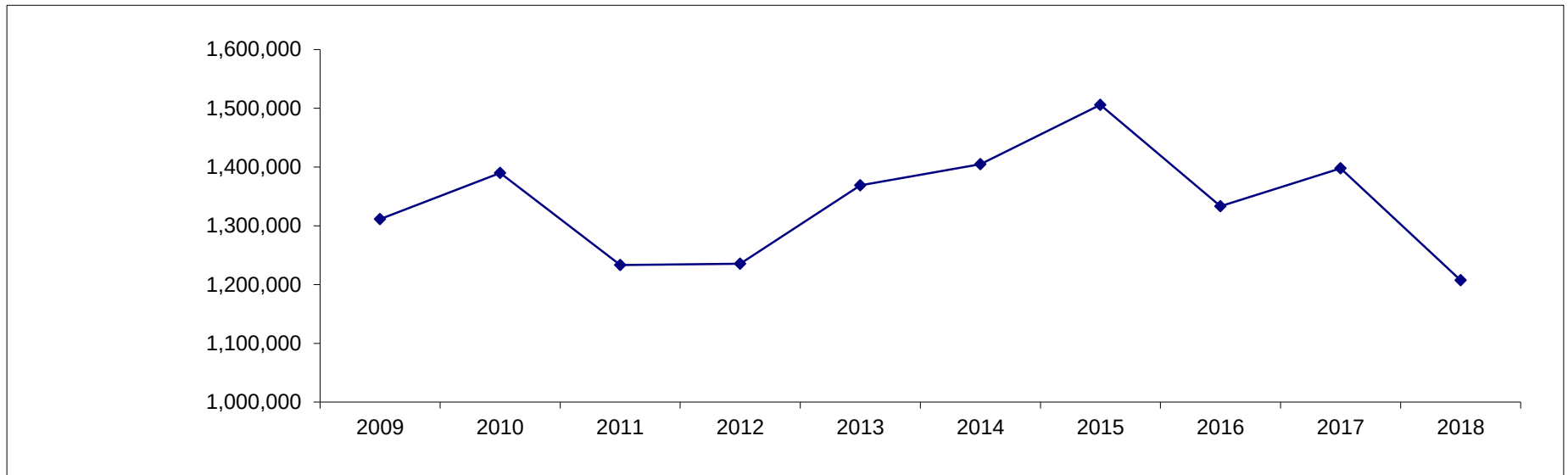
MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	357,826	580,540	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	A
FEBRUARY	604,246	0	1,038,247	0	478,227	0	0	0	0	837,319	A
MARCH	759,747	437,402	493,074	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	A
APRIL	0	343,824	562,140	394,295	1,333,938	742,236	925,184	822,346	0	646,373	A
MAY	411,757	0	0	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	A
JUNE	1,632,706	604,370	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	A
JULY	532,359	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	652,113	A
AUGUST	0	618,324	761,549	956,491	441,258	428,542	566,667	496,310	698,009	478,694	A
SEPTEMBER	579,623	1,240,367	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	652,542	P
OCTOBER	394,557	0	0	645,769	419,882	818,347	0	0	599,068	597,428	P
NOVEMBER	0	0	588,653	405,227	409,627	0	441,918	450,551	450,852	449,618	P
DECEMBER	376,737	606,245	404,975	401,952	714,661	721,926	776,691	665,793	396,923	395,837	P
TOTALS	5,649,558	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,235,642	



State to catch up two month delay of distributions July & August 2017. State's 10% reduction to begin with August distribution.

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	151,918	162,537	134,079	180,082	185,383	233,315	202,878	195,051	217,463	143,616	A
FEBRUARY	15,410	1,947	7,154	1,565	1,605	2,024	717	0	0	0	A
MARCH	63,426	68,150	78,877	61,281	62,898	80,778	70,137	83,788	147,880	132,622	A
APRIL	270,042	232,641	262,367	276,320	303,821	309,261	364,335	271,921	352,780	260,085	A
MAY	261,949	163,009	188,640	187,031	265,561	227,806	293,618	219,695	227,189	269,213	A
JUNE	5,564	0	3,923	5,417	937	0	2,501	12,343	0	0	A
JULY	212,605	165,572	176,542	238,582	260,211	229,514	238,695	239,680	239,384	206,222	A
AUGUST	22,481	21,743	43,808	28,828	29,295	24,688	32,169	27,902	10,712	20,842	A
SEPTEMBER	8,501	486	381	3,931	0	6,877	2,356	4,554	0	0	P
OCTOBER	241,537	316,230	292,298	181,562	188,719	227,489	239,950	218,004	160,071	138,270	P
NOVEMBER	2,101	2,750	2,542	1,579	0	0	0	1,876	0	0	P
DECEMBER	55,929	255,086	42,441	69,220	70,395	63,058	58,604	58,514	42,179	36,434	P
TOTALS	1,311,462	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,207,305	

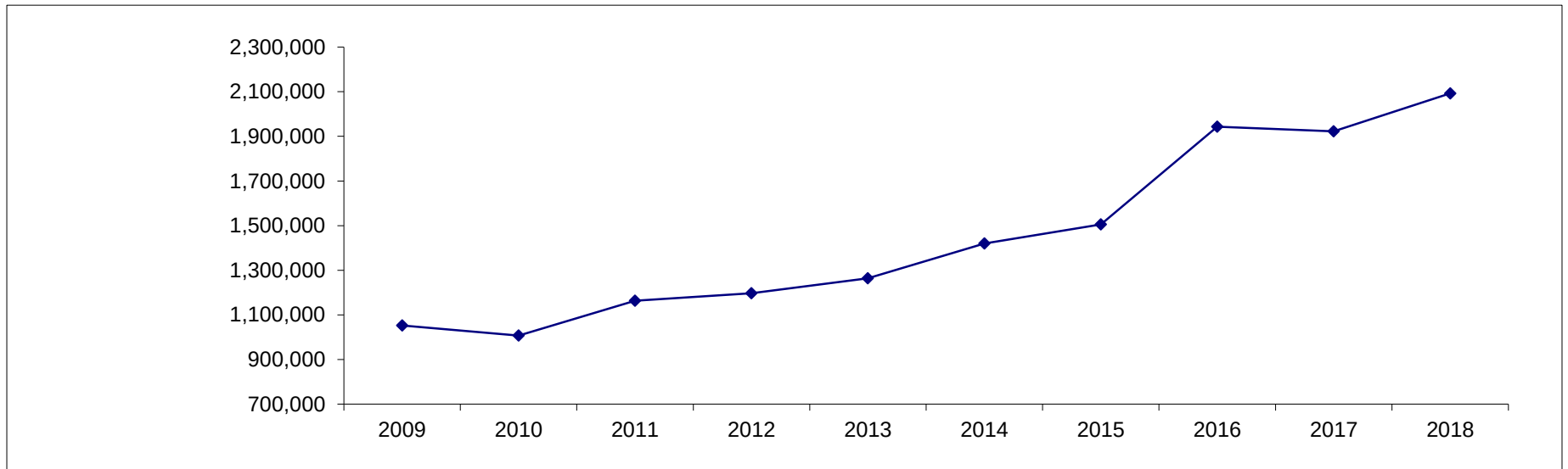


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	99,612	74,655	118,641	89,854	98,119	115,740	136,569	295,435	159,854	166,257	A
FEBRUARY	89,127	66,683	92,228	90,475	103,364	108,961	129,837	146,086	155,199	192,590	A
MARCH	128,211	114,627	145,191	138,269	147,635	171,437	196,801	208,903	241,170	243,593	A
APRIL	81,612	68,212	88,796	88,358	102,769	90,904	69,628	128,350	139,319	145,000	A
MAY	72,972	54,250	95,460	98,119	76,976	89,241	135,902	130,832	131,114	149,116	A
JUNE	87,555	108,264	98,268	103,364	96,618	117,824	143,287	153,738	170,503	180,080	A
JULY	89,396	82,393	91,809	91,336	106,037	108,621	140,649	149,743	146,418	157,169	A
AUGUST	75,613	78,102	89,450	102,769	93,637	115,406	133,971	145,710	147,521	171,381	A
SEPTEMBER	100,537	100,770	98,836	86,379	124,363	128,816	0	164,340	156,033	169,821	P
OCTOBER	79,881	83,770	79,105	106,791	106,986	109,843	0	130,791	149,381	162,581	P
NOVEMBER	71,356	81,167	94,213	98,487	99,965	118,956	0	142,584	158,864	172,902	P
DECEMBER	77,019	94,304	71,453	102,979	107,849	144,341	419,237	146,571	167,420	182,214	P
TOTALS	1,052,890	1,007,197	1,163,451	1,197,180	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,092,703	



2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	751,473.50	654,552.90	578,461.18 A
FEBRUARY	822,346.25	757,032.36	837,287.79 A
MARCH	476,082.04	396,235.32	420,940.73 A
APRIL	736,651.57	764,129.23	646,372.81 A
MAY	1,038,299.42	1,020,258.57	1,044,018.62 A
JUNE	496,310.15	527,644.66	482,298.07 A
JULY	708,317.33	698,009.45	652,113.37 A
AUGUST	412,481.48	333,576.35	478,693.62 A
SEPTEMBER	450,551.29	393,460.74	414,477.69 P
OCTOBER	665,793.44	599,067.78	633,430.88 P
NOVEMBER	446,866.27	450,851.53	479,157.00 P
DECEMBER	404,849.45	396,923.43	423,351.90 P

TOTALS **7,986,035.17** **6,991,742.32** **7,090,603.66**

Listed by month reported -
receipts delayed by State
until September 2017

Current Budget **6,783,000.00**

Projected Amt Over (Under) **307,603.66**

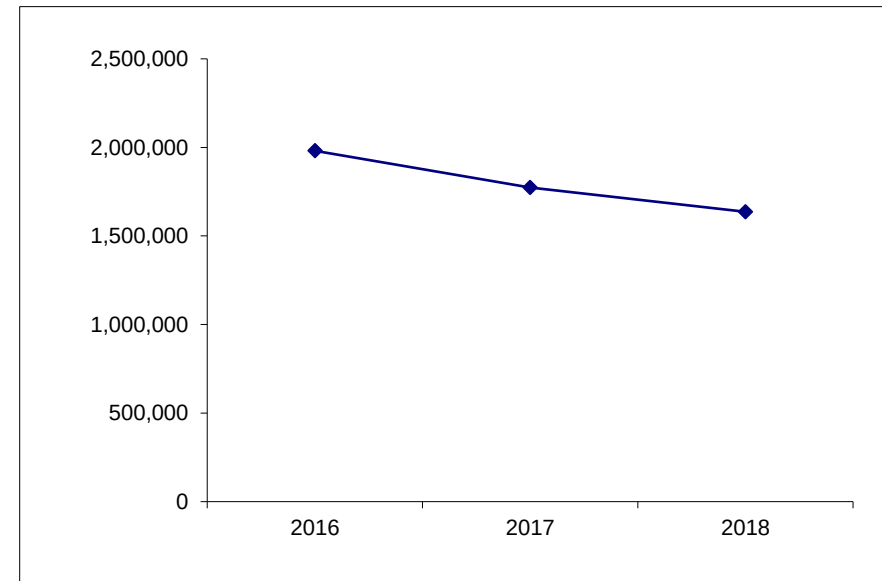
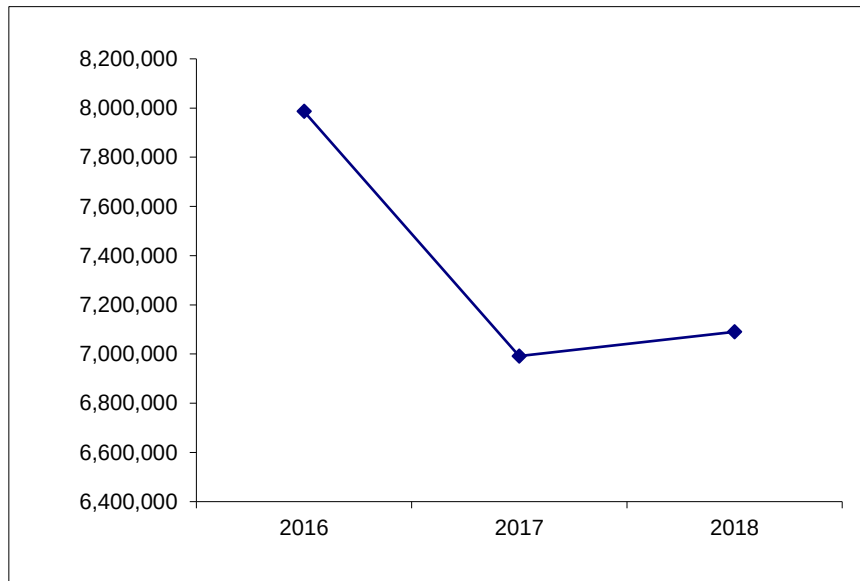
TELEPHONE COMMUNICATIONS TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	166,327.99	152,347.43	141,050.48 A
FEBRUARY	157,953.06	150,099.96	141,599.21 A
MARCH	224,336.11	155,813.31	142,413.54 A
APRIL	164,577.86	152,634.48	138,930.51 A
MAY	152,247.44	149,012.50	137,565.64 A
JUNE	164,137.18	153,283.36	140,820.63 A
JULY	160,723.62	141,981.10	133,121.01 A
AUGUST	163,427.72	148,671.63	134,839.16 A
SEPTEMBER	157,097.74	143,735.14	132,571.11 P
OCTOBER	154,223.34	144,825.61	133,576.88 P
NOVEMBER	159,870.41	142,399.25	131,338.98 P
DECEMBER	155,990.27	139,640.75	128,794.73 P

TOTALS **1,980,912.74** **1,774,444.52** **1,636,621.87**

Current Budget **1,674,000.00**

Projected Amt Over (Under) **-37,378.13**

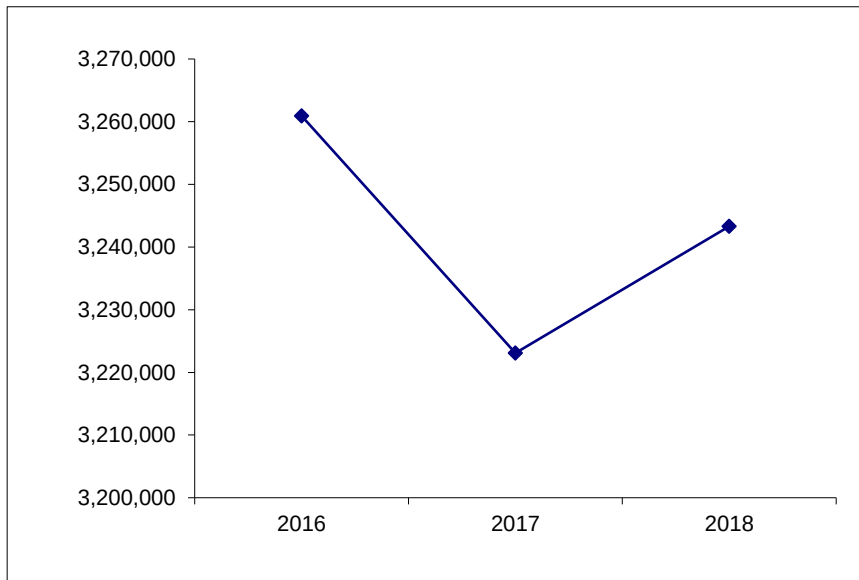


Projected Revenues

FOOD & BEVERAGE TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	260,904.87	286,400.20	286,060.40 A
FEBRUARY	256,344.05	250,160.28	240,877.75 A
MARCH	278,660.81	243,551.14	238,794.28 A
APRIL	268,791.34	275,567.55	293,459.52 A
MAY	282,460.72	268,821.52	267,164.91 A
JUNE	281,884.42	286,842.30	289,225.82 A
JULY	274,899.41	279,817.29	280,926.34 A
AUGUST	308,995.40	271,403.37	279,628.99 A
SEPTEMBER	277,532.23	281,947.48	283,717.26 P
OCTOBER	255,644.86	266,573.93	268,247.21 P
NOVEMBER	272,128.23	261,202.21	262,841.77 P
DECEMBER	242,671.74	250,794.75	252,368.98 P

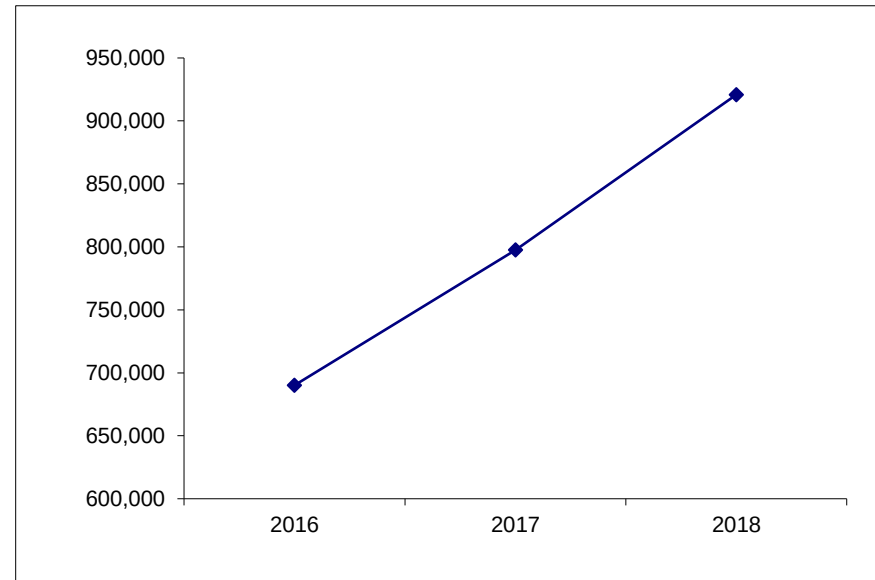
TOTALS	3,260,918.08	3,223,082.02	3,243,313.23
		Current Budget	3,264,500.00
		Projected Amt Over (Under)	-21,186.77



HOTEL & MOTEL TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	17,953.91	35,251.30	43,682.49 A
FEBRUARY	36,767.95	36,364.73	52,237.60 A
MARCH	62,867.42	51,466.99	58,641.79 A
APRIL	52,010.94	54,146.46	73,099.04 A
MAY	67,896.68	58,327.36	85,446.49 A
JUNE	76,520.68	84,744.05	87,171.79 A
JULY	63,123.45	72,804.56	90,273.57 A
AUGUST	63,000.60	76,860.26	89,609.64 A
SEPTEMBER	71,295.56	121,765.56	88,012.81 P
OCTOBER	53,394.23	74,289.53	91,708.80 P
NOVEMBER	77,894.15	71,406.04	87,607.48 P
DECEMBER	47,351.22	60,072.92	73,314.22 P

TOTALS	690,076.79	797,499.76	920,805.73
		Current Budget	848,000.00
		Projected Amt Over (Under)	72,805.73

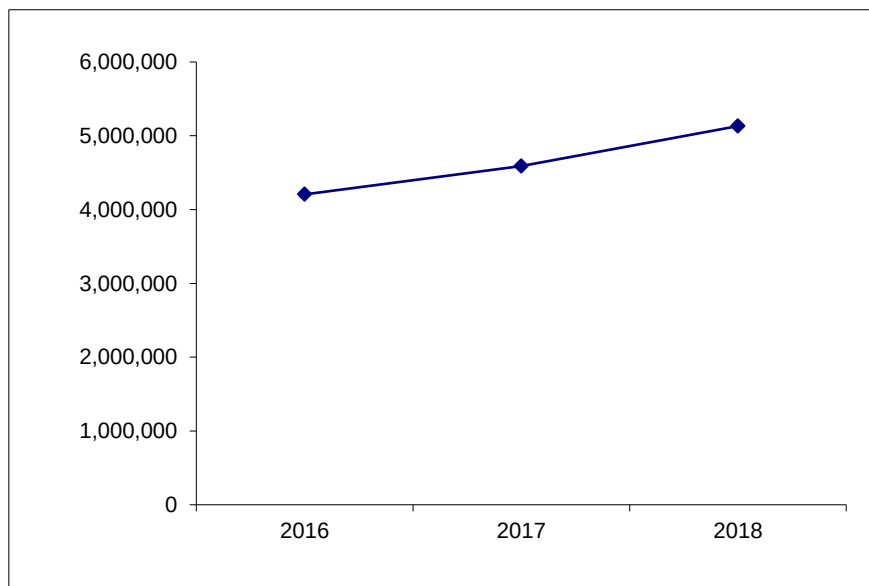


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

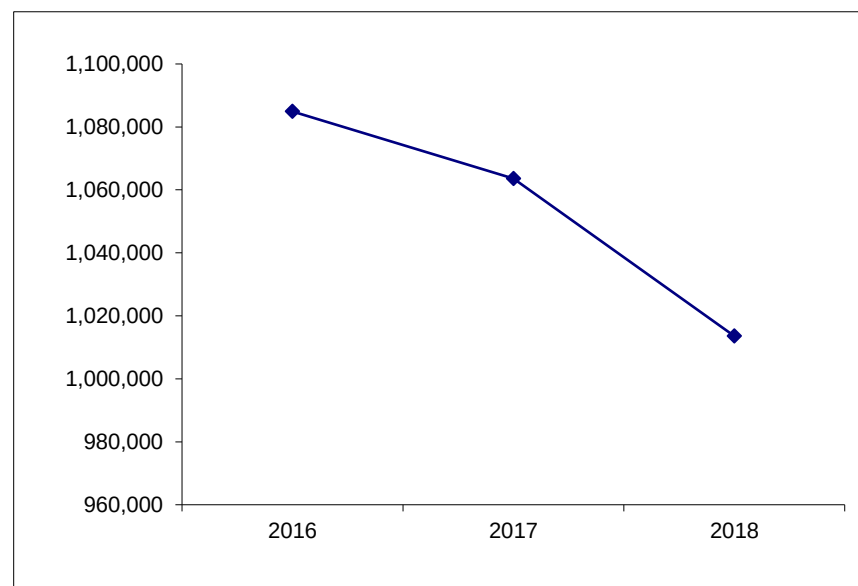
MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	177,332.31	421,857.00	448,826.92
FEBRUARY	138,838.35	505,824.62	526,653.98
MARCH	326,307.14	425,726.95	480,198.77
APRIL	432,106.74	339,034.62	439,274.73
MAY	393,245.95	361,636.72	447,828.03
JUNE	363,225.99	327,273.91	374,471.63
JULY	377,171.71	358,194.35	375,577.99
AUGUST	416,494.97	373,740.81	389,378.27
SEPTEMBER	443,504.00	369,262.32	413,019.50
OCTOBER	401,586.01	353,897.31	395,833.75
NOVEMBER	370,202.76	341,024.62	381,435.66
DECEMBER	365,731.26	409,860.82	458,428.88

TOTALS	4,205,747.19	4,587,334.05	5,130,928.12
		Current Budget	4,702,000.00
		Projected Amt Over (Under)	428,928.12

**CABLE TV TAX**

MONTH	2016 Actual	2017 Actual	2018
JANUARY	233,850.66	263,629.01	0.00
FEBRUARY	34,945.40	0.00	255,933.94
MARCH	0.00	0.00	0.00
APRIL	244,326.70	244,146.92	21,185.00
MAY	31,932.20	24,893.20	231,760.00
JUNE	0.00	0.00	0.00
JULY	276,652.47	243,165.76	20,461.45
AUGUST	0.00	23,369.45	232,277.05
SEPTEMBER	0.00	0.00	0.00
OCTOBER	235,924.64	23,416.70	22,315.40
NOVEMBER	27,280.50	240,991.54	229,657.61
DECEMBER	0.00	0.00	0.00

TOTALS	1,084,912.57	1,063,612.58	1,013,590.45
		Current Budget	1,055,000.00
		Projected Amt Over (Under)	-41,409.55



Projected Revenues

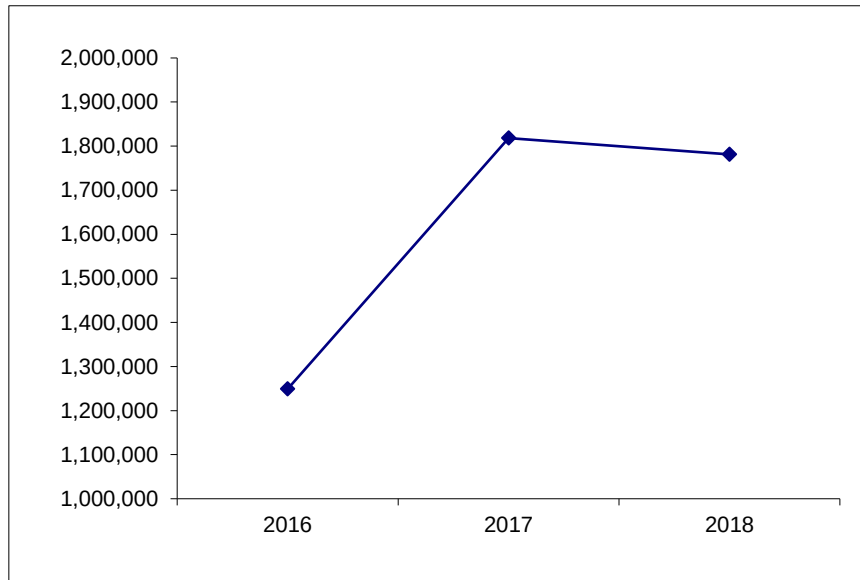
10 - LOCAL MOTOR FUEL TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY		150,936.34	149,553.75 A
FEBRUARY		146,142.38	137,640.35 A
MARCH		135,305.95	136,597.89 A
APRIL	1,614.25	151,248.96	150,285.42 A
MAY	151,145.91	129,212.75	148,104.17 A
JUNE	160,746.35	179,659.76	154,254.29 A
JULY	158,656.90	164,090.47	153,748.88 A
AUGUST	160,752.15	151,522.30	153,476.52 A
SEPTEMBER	157,584.48	154,447.56	151,320.86 P
OCTOBER	153,815.97	158,731.65	155,518.22 P
NOVEMBER	153,044.86	150,265.36	147,223.33 P
DECEMBER	151,672.99	146,671.67	143,702.39 P

TOTALS **1,249,033.86** **1,818,235.15** **1,781,426.08**

Current Budget **1,800,000.00**

Projected Amt Over (Under) **-18,573.92**



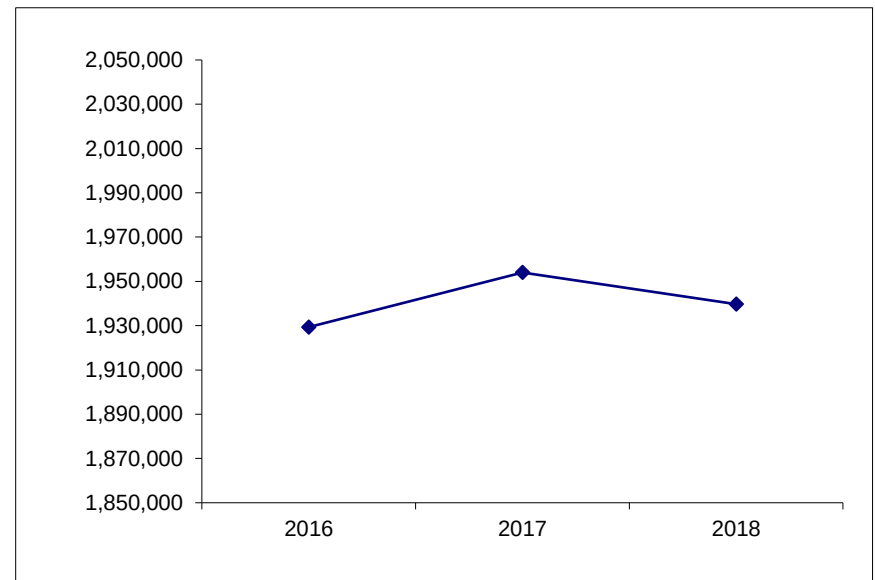
46 - STATE MOTOR FUEL TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	171,799.19	180,582.18	168,202.81 A
FEBRUARY	165,935.95	171,662.87	172,208.28 A
MARCH	167,234.60	163,670.32	149,193.94 A
APRIL	143,829.22	139,550.39	147,896.35 A
MAY	173,239.43	166,666.87	174,263.56 A
JUNE	172,052.50	168,983.84	160,430.31 A
JULY	108,502.29	134,194.40	147,026.88 A
AUGUST	174,156.78	175,956.02	172,563.52 A
SEPTEMBER	165,391.62	166,198.96	164,988.01 P
OCTOBER	145,992.31	146,908.04	145,837.64 P
NOVEMBER	169,003.77	168,198.50	166,972.98 P
DECEMBER	172,193.80	171,419.34	170,170.35 P

TOTALS **1,929,331.46** **1,953,991.73** **1,939,754.63**

Current Budget **2,024,000.00**

Projected Amt Over (Under) **-84,245.37**



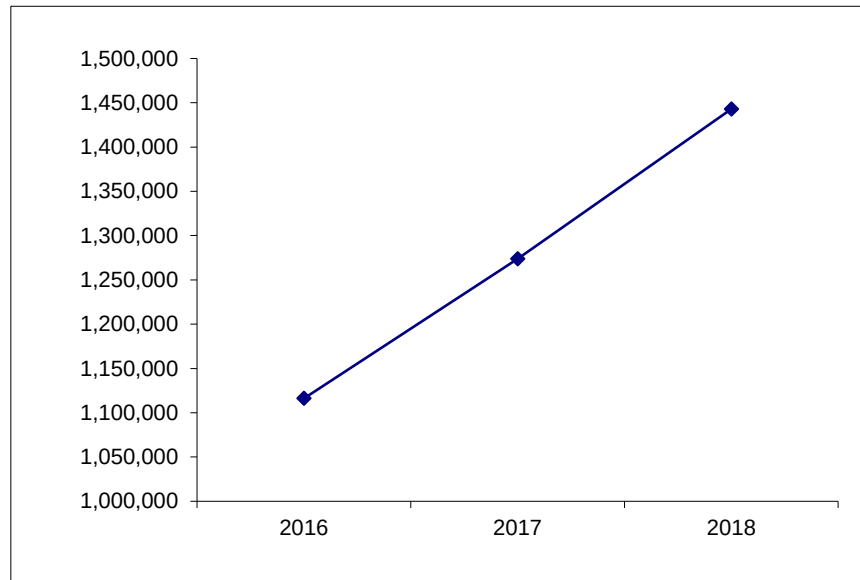
2015 & 2016 Delays in Distribution of MFT Tax due to State budget.

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Projected Revenues

VIDEO GAMING TAX

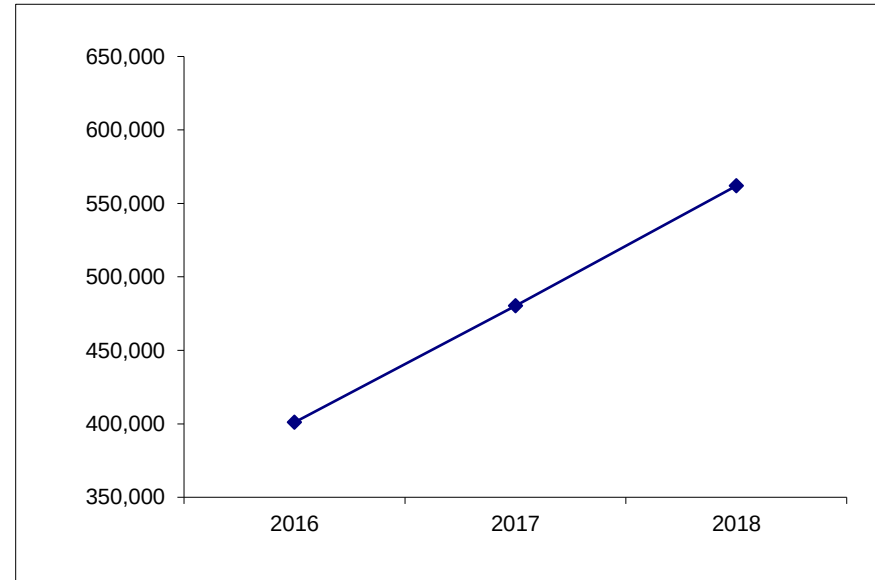
MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	80,288.26	94,954.28	110,674.81 A
FEBRUARY	85,507.02	100,623.42	112,057.54 A
MARCH	84,607.67	99,845.65	106,182.77 A
APRIL	97,888.83	105,585.44	123,418.04 A
MAY	107,431.04	126,789.50	146,340.22 A
JUNE	0.00	110,489.13	123,295.17 A
JULY	196,669.31	107,626.31	120,942.14 A
AUGUST	88,019.04	101,091.12	116,396.36 A
SEPTEMBER	93,234.26	100,252.19	113,544.37 P
OCTOBER	92,743.01	108,743.85	123,161.92 P
NOVEMBER	96,076.34	108,003.48	122,323.38 P
DECEMBER	93,615.92	109,939.69	124,516.31 P
TOTALS	1,116,080.70	1,273,944.06	1,442,853.03
		Current Budget	1,330,000.00
		Projected Amt Over (Under)	112,853.03



2015 & 2016 Delays in Distribution of Video Gaming Tax due to State budget.

MFT REIMB - TRAFFIC SIGNALS

MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	28,662.21	30,227.10	44,276.36 A
FEBRUARY	36,330.32	30,285.05	30,587.44 A
MARCH	40,075.18	37,579.08	57,817.61 A
APRIL	16,540.16	35,516.45	31,169.52 A
MAY	31,234.49	34,648.66	40,715.78 A
JUNE	21,971.54	45,755.99	41,823.91 A
JULY	26,492.23	33,394.19	30,107.02 A
AUGUST	42,494.93	33,754.21	52,475.31 A
SEPTEMBER	54,329.58	32,655.06	38,208.15 P
OCTOBER	35,609.03	37,581.07	43,971.84 P
NOVEMBER	31,096.61	81,824.06	95,738.49 P
DECEMBER	36,139.63	47,035.87	55,034.46 P
TOTALS	400,975.91	480,256.79	561,925.89
		Current Budget	430,000.00
		Projected Amt Over (Under)	131,925.89

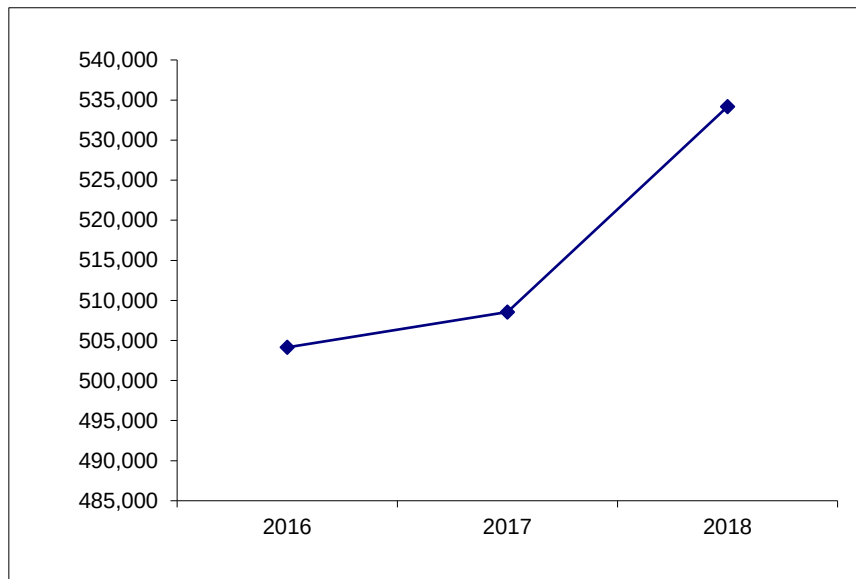


Projected Revenues

LIQUOR LICENSES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	-7,143.60	1,075.91	3,557.82
FEBRUARY	2,706.48	970.89	1,242.18
MARCH	8,414.76	100.00	2,135.75
APRIL	27,217.64	29,187.48	19,600.00
MAY	217,850.92	239,985.85	248,925.00
JUNE	216,869.88	222,598.40	237,660.00
JULY	31,508.64	2,622.82	4,811.46
AUGUST	1,932.20	2,284.27	2,470.86
SEPTEMBER	1,856.80	2,117.60	2,209.20
OCTOBER	1,502.68	3,333.70	3,477.90
NOVEMBER	1,425.96	7,746.77	8,081.87
DECEMBER	0.00	-3,455.80	0.00

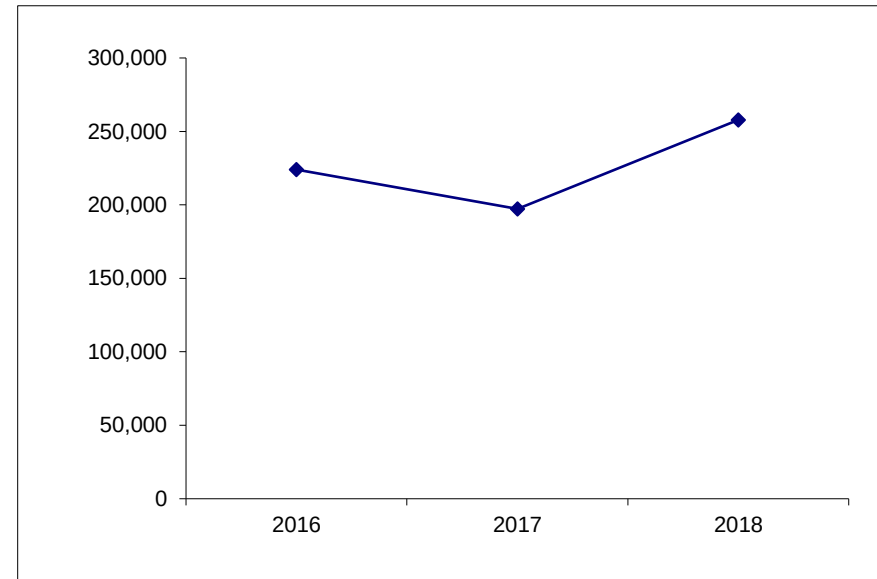
TOTALS	504,142.36	508,567.89	534,172.04
		Current Budget	504,000.00
	Projected Amt Over (Under)		30,172.04



BUILDING PERMITS

MONTH	2016 Actual	2017 Actual	2018
JANUARY	11,829.00	25,018.70	14,620.20
FEBRUARY	8,872.25	8,294.50	18,038.60
MARCH	29,611.65	17,266.45	7,954.30
APRIL	36,030.80	12,932.95	23,408.65
MAY	11,671.05	29,240.40	9,785.80
JUNE	20,001.10	16,116.75	14,818.50
JULY	12,328.40	7,629.90	34,945.00
AUGUST	16,106.25	15,033.10	48,329.20
SEPTEMBER	26,482.80	18,288.60	23,901.39
OCTOBER	21,212.90	22,135.50	28,928.90
NOVEMBER	11,377.00	19,111.40	24,976.70
DECEMBER	18,561.75	6,208.40	8,113.76

TOTALS	224,084.95	197,276.65	257,821.00
		Current Budget	211,000.00
	Projected Amt Over (Under)		46,821.00



Projected Revenues

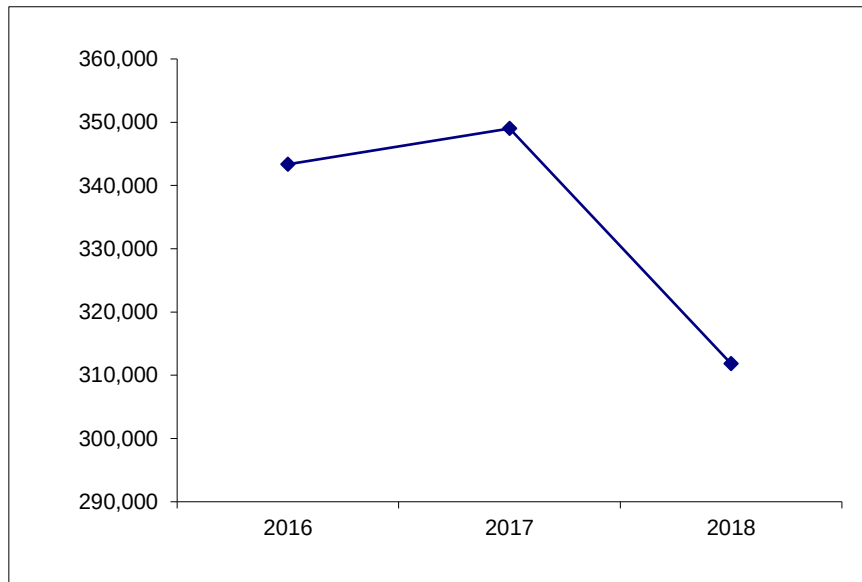
ILLEGAL USE OF VEHICLE

MONTH	2016 Actual	2017 Actual	2018
JANUARY	24,665.00	31,545.00	25,185.00 A
FEBRUARY	25,920.00	24,985.00	22,135.00 A
MARCH	34,585.00	33,705.00	29,625.00 A
APRIL	22,750.00	32,640.00	21,770.00 A
MAY	30,020.00	32,010.00	30,500.00 A
JUNE	40,785.00	26,635.00	23,700.00 A
JULY	28,785.00	26,620.00	29,500.02 A
AUGUST	29,705.00	33,800.00	33,750.00 A
SEPTEMBER	31,635.00	27,970.00	24,990.23 P
OCTOBER	25,145.00	29,250.00	26,133.86 P
NOVEMBER	28,320.00	29,285.00	26,165.13 P
DECEMBER	21,025.00	20,560.00	18,369.65 P

TOTALS **343,340.00** **349,005.00** **311,823.89**

Current Budget **357,000.00**

Projected Amt Over (Under) **-45,176.11**



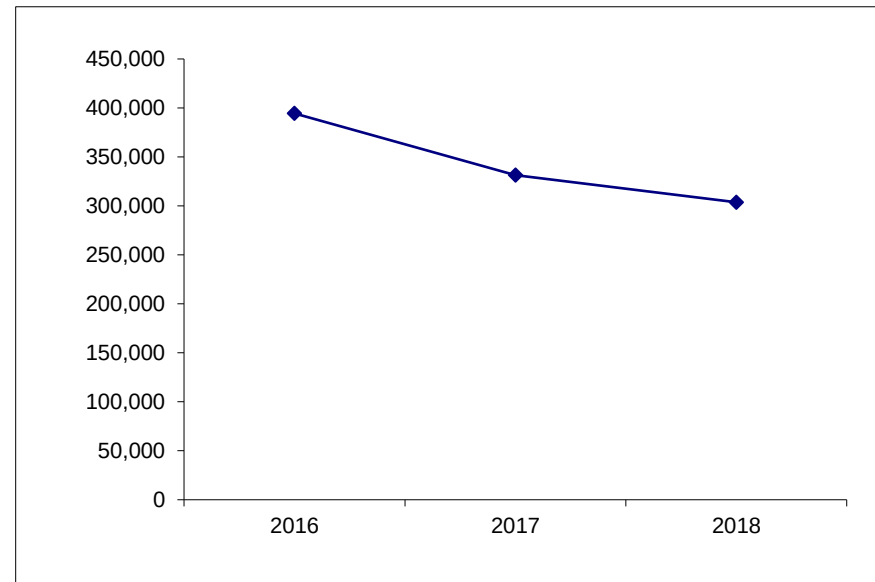
PARKING

MONTH	2016 Actual	2017 Actual	2018
JANUARY	30,524.27	34,895.44	25,619.67 A
FEBRUARY	33,576.55	25,606.25	23,129.88 A
MARCH	37,342.35	30,864.70	26,877.78 A
APRIL	33,001.83	27,249.73	23,927.45 A
MAY	35,234.71	28,420.56	25,863.39 A
JUNE	32,943.24	25,376.53	26,511.27 A
JULY	26,514.04	18,039.29	24,812.73 A
AUGUST	27,863.92	50,159.05	43,872.98 A
SEPTEMBER	25,590.25	19,306.30	17,701.82 P
OCTOBER	26,590.53	25,869.73	23,719.79 P
NOVEMBER	32,077.99	21,431.35	19,650.26 P
DECEMBER	53,169.28	24,039.14	22,041.33 P

TOTALS **394,428.96** **331,258.07** **303,728.35**

Current Budget **340,000.00**

Projected Amt Over (Under) **-36,271.65**

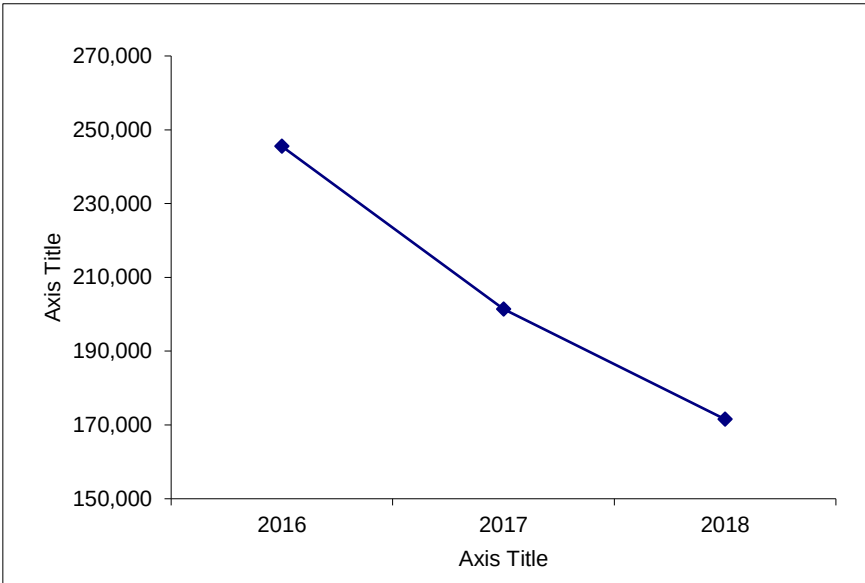


Projected Revenues

COURT FINES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	19,608.71	10,760.71	10,310.57
FEBRUARY	0.00	15,484.21	16,396.46
MARCH	54,287.26	22,565.22	18,502.94
APRIL	26,764.46	27,343.14	18,375.38
MAY	18,335.34	21,521.83	14,424.37
JUNE	26,271.96	15,702.61	18,923.75
JULY	19,018.82	16,387.61	12,638.14
AUGUST	16,811.90	14,397.63	13,221.67
SEPTEMBER	16,663.69	12,749.30	10,859.44
OCTOBER	17,088.41	17,947.15	15,286.79
NOVEMBER	16,156.57	11,424.05	9,730.63
DECEMBER	14,492.59	15,111.69	12,871.64

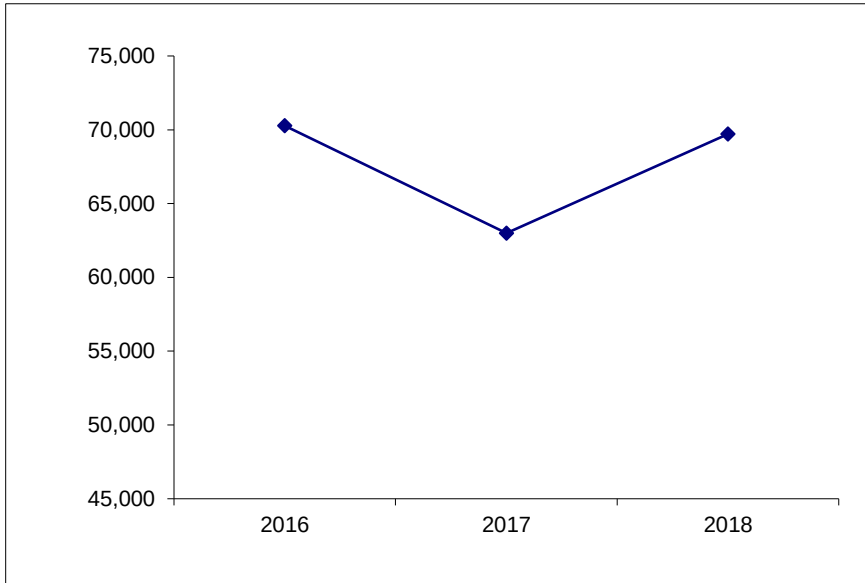
TOTALS	245,499.71	201,395.15	171,541.78
		Current Budget	195,000.00
		Projected Amt Over (Under)	-23,458.22



WEED CUTTING FEES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	2,981.05	989.42	3,807.13
FEBRUARY	6,642.83	2,521.07	3,931.13
MARCH	3,863.69	2,818.12	2,037.54
APRIL	3,344.49	2,281.59	4,814.15
MAY	8,816.26	4,455.68	2,360.16
JUNE	10,177.67	4,438.63	5,661.41
JULY	8,316.54	11,847.73	9,014.88
AUGUST	4,806.37	5,847.73	7,323.28
SEPTEMBER	3,301.62	7,593.47	8,402.37
OCTOBER	5,246.23	9,691.65	10,724.06
NOVEMBER	8,347.54	4,602.94	5,093.27
DECEMBER	4,426.32	5,907.96	6,537.31

TOTALS	70,270.61	62,995.99	69,706.70
		Current Budget	51,000.00
		Projected Amt Over (Under)	18,706.70

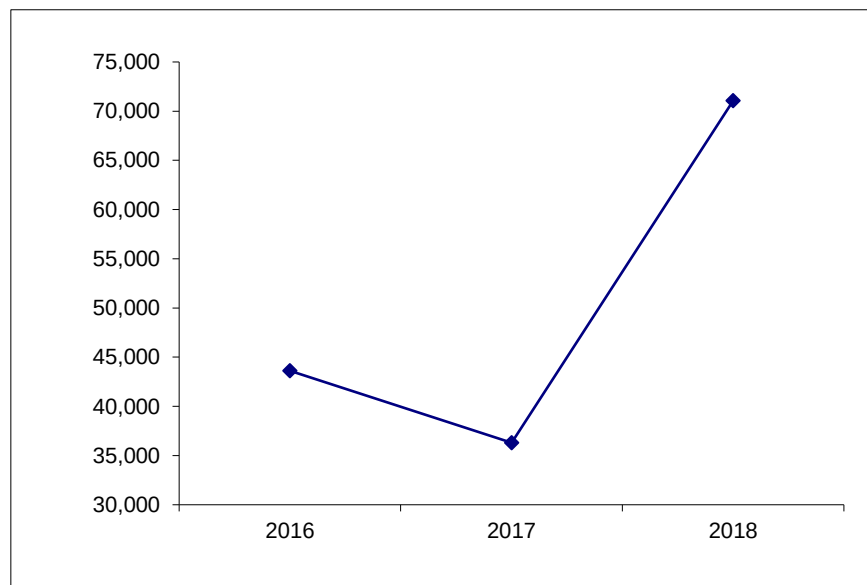


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	2,908.62	3,094.52	4,085.00
FEBRUARY	6,335.43	3,461.25	3,875.00
MARCH	4,308.62	4,200.29	3,144.19
APRIL	2,678.62	3,523.62	20,411.18
MAY	4,017.62	3,599.02	11,821.98
JUNE	5,212.88	3,210.00	3,035.00
JULY	3,060.68	2,815.00	2,040.00
AUGUST	3,490.93	1,870.00	2,030.00
SEPTEMBER	3,386.90	2,875.00	5,626.73
OCTOBER	3,051.38	3,020.00	5,910.52
NOVEMBER	2,597.69	2,185.00	4,276.32
DECEMBER	2,561.18	2,450.00	4,794.96

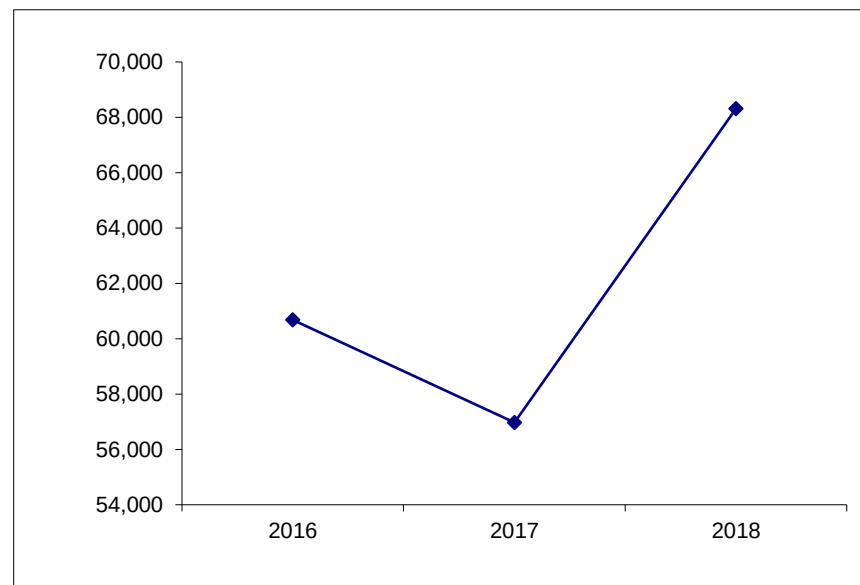
TOTALS	43,610.55	36,303.70	71,050.88
		Current Budget	35,000.00
		Projected Amt Over (Under)	36,050.88



PET CITATIONS

MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	3,219.55	4,675.88	5,624.07
FEBRUARY	4,446.39	5,654.45	7,221.22
MARCH	6,951.39	8,731.32	5,186.78
APRIL	6,300.38	3,253.46	8,265.15
MAY	5,923.60	3,536.29	4,968.92
JUNE	4,130.37	5,529.30	6,788.27
JULY	5,642.20	3,839.14	5,252.51
AUGUST	4,194.38	4,990.87	4,907.22
SEPTEMBER	5,037.80	4,582.53	5,494.62
OCTOBER	5,934.63	3,498.17	4,194.44
NOVEMBER	5,013.79	4,408.19	5,285.58
DECEMBER	3,884.55	4,273.00	5,123.49

TOTALS	60,679.03	56,972.60	68,312.27
		Current Budget	60,000.00
	Projected Amt Over (Under)		8,312.27



Projected Revenues

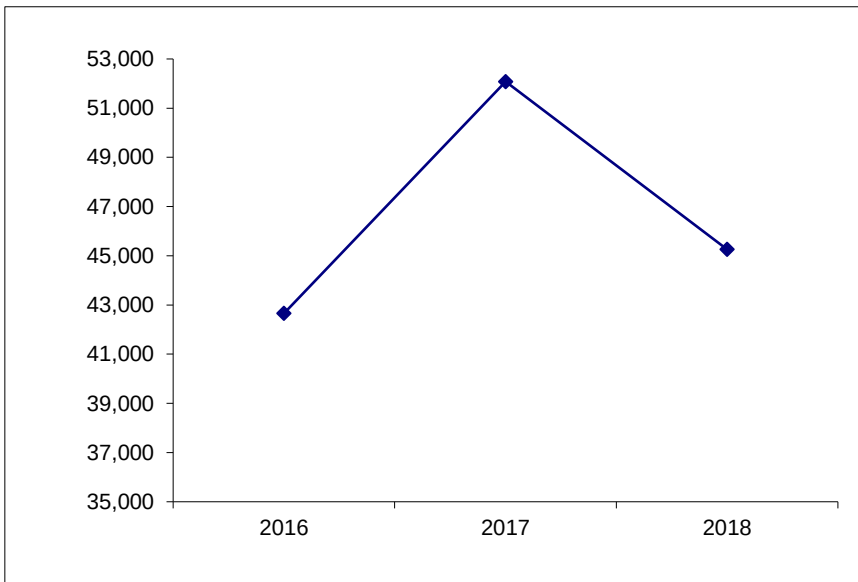
TRASH & CLEAN UP FINES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	2,432.12	3,818.84	3,609.33 A
FEBRUARY	3,707.46	4,666.95	3,787.96 A
MARCH	4,301.09	5,502.65	4,694.36 A
APRIL	3,432.11	4,430.58	7,245.08 A
MAY	2,827.08	6,571.89	5,911.57 A
JUNE	1,253.81	2,680.88	3,782.95 A
JULY	1,982.12	6,230.35	3,381.33 A
AUGUST	3,367.61	5,026.82	1,413.04 A
SEPTEMBER	7,263.59	1,819.81	1,581.24 P
OCTOBER	4,211.41	4,837.59	4,203.41 P
NOVEMBER	3,106.80	2,939.72	2,554.34 P
DECEMBER	4,770.76	3,555.16	3,089.10 P

TOTALS **42,655.96** **52,081.24** **45,253.72**

Current Budget **73,000.00**

Projected Amt Over (Under) **-27,746.28**



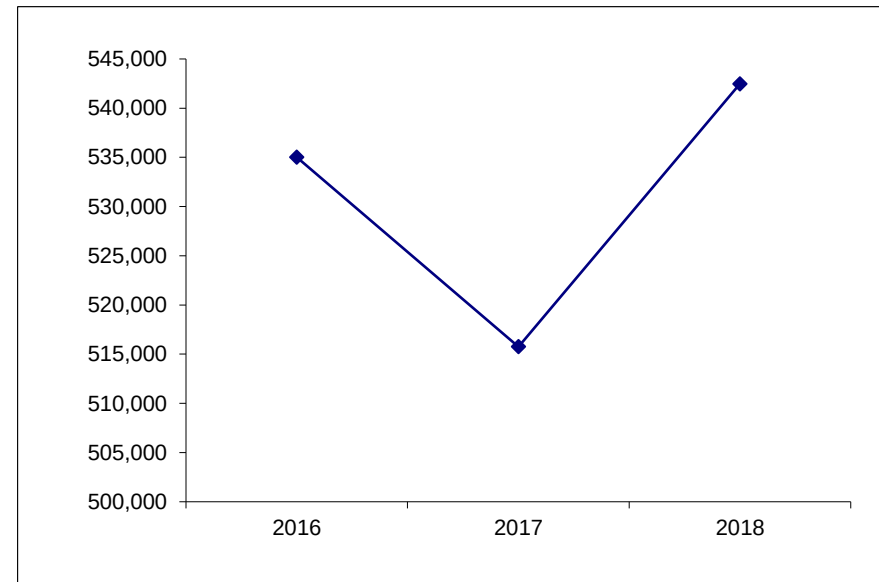
70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	26,418.05	34,882.01	45,559.71 A
FEBRUARY	43,791.37	45,922.48	43,625.01 A
MARCH	72,611.37	39,319.53	48,998.55 A
APRIL	33,981.14	44,321.58	42,816.48 A
MAY	44,813.23	50,013.85	47,228.27 A
JUNE	47,949.63	49,318.54	46,871.57 A
JULY	44,483.78	42,138.97	49,084.46 A
AUGUST	46,604.73	43,030.86	42,846.16 A
SEPTEMBER	42,479.66	40,404.95	42,498.72 P
OCTOBER	38,596.83	42,457.11	44,657.23 P
NOVEMBER	48,784.87	47,406.69	49,863.29 P
DECEMBER	44,499.85	36,533.29	38,426.44 P

TOTALS **535,014.51** **515,749.86** **542,475.89**

Current Budget **573,500.00**

Projected Amt Over (Under) **-31,024.11**

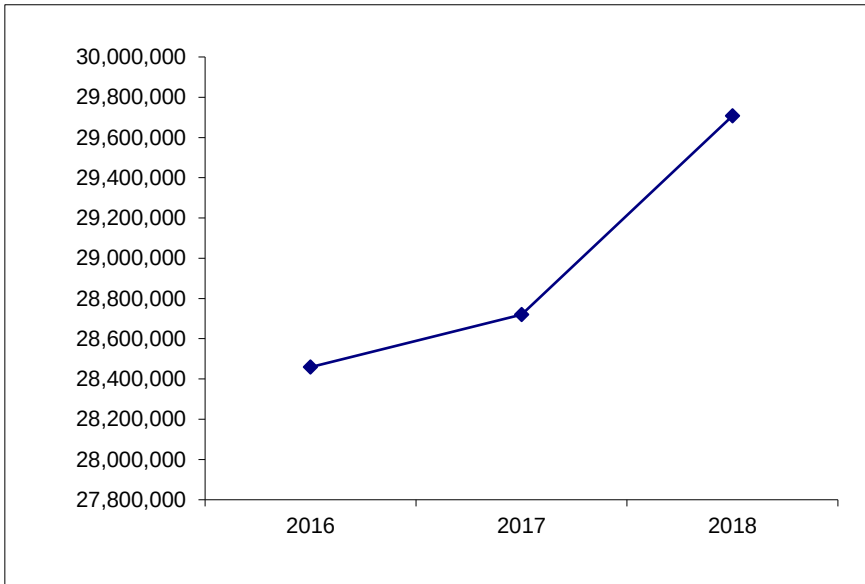


Projected Revenues

80-WATER SALES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	2,104,678.61	2,250,636.79	2,293,291.51
FEBRUARY	2,210,327.74	2,293,297.02	2,442,137.29
MARCH	2,267,954.26	2,197,191.32	2,261,077.95
APRIL	2,221,531.91	2,184,431.48	2,266,796.70
MAY	2,196,960.89	2,202,704.25	2,369,942.81
JUNE	2,425,648.92	2,402,041.11	2,419,949.18
JULY	2,495,624.85	2,635,067.97	2,728,893.44
AUGUST	2,764,878.40	2,682,475.15	2,713,394.06
SEPTEMBER	2,583,865.88	2,554,863.90	2,642,652.53
OCTOBER	2,554,080.04	2,546,500.96	2,634,002.23
NOVEMBER	2,395,921.87	2,506,148.97	2,592,263.69
DECEMBER	2,237,479.85	2,264,904.88	2,342,730.12

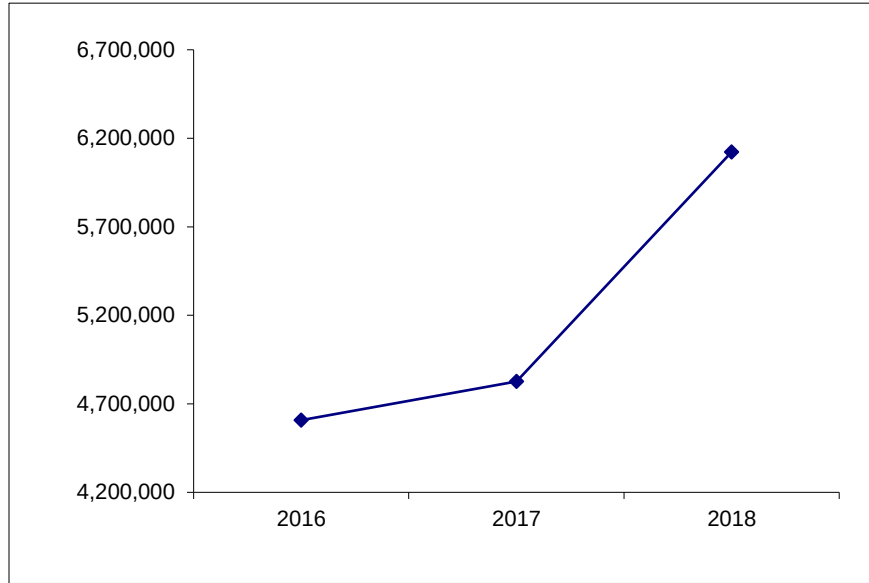
TOTALS	28,458,953.22	28,720,263.80	29,707,131.52
		Current Budget	29,167,000.00
	Projected Amt Over (Under)		540,131.52



79-SEWER USER FEE

MONTH	2016 Actual	2017 Actual	2018
JANUARY	365,361.90	365,842.90	415,444.15
FEBRUARY	390,979.51	365,908.81	442,619.44
MARCH	378,136.50	357,535.86	478,868.69
APRIL	354,698.60	336,921.75	466,503.07
MAY	368,671.08	374,139.45	470,323.66
JUNE	383,539.30	383,450.74	473,070.74
JULY	398,192.98	455,323.40	573,124.51
AUGUST	429,968.67	455,272.26	605,402.59
SEPTEMBER	405,514.62	434,296.55	550,921.54
OCTOBER	403,013.25	460,110.01	583,666.88
NOVEMBER	367,714.04	409,171.38	519,049.31
DECEMBER	361,793.84	428,287.26	543,298.52

TOTALS	4,607,584.29	4,826,260.37	6,122,293.10
		Current Budget	5,529,000.00
		Projected Amt Over (Under)	593,293.10

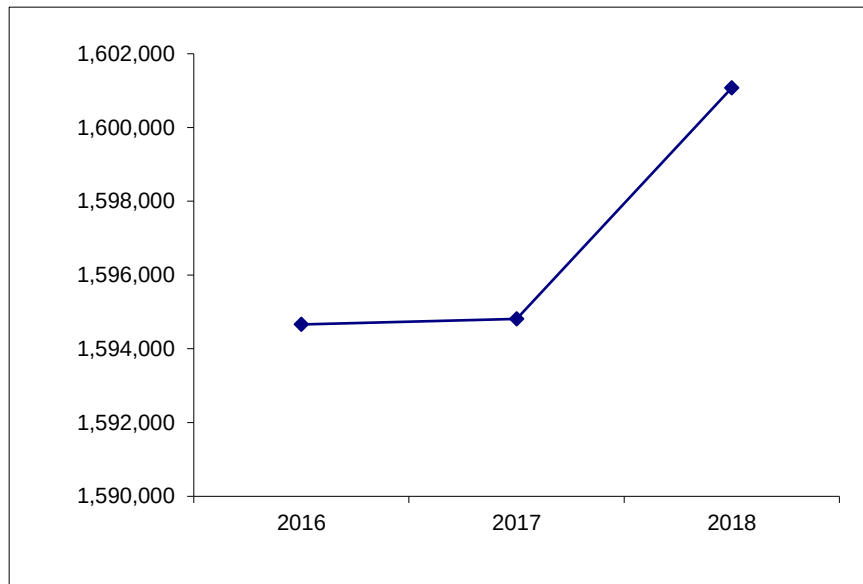


Projected Revenues

78-STORM WATER FEE

MONTH	2016 Actual	2017 Actual	2018
JANUARY	115,724.00	122,042.07	130,857.73
FEBRUARY	124,410.33	115,726.29	115,722.81
MARCH	125,098.96	131,044.00	119,204.08
APRIL	163,768.53	164,375.29	178,640.07
MAY	150,043.04	153,955.37	143,262.25
JUNE	120,546.60	120,950.54	116,699.68
JULY	113,459.99	121,951.59	125,217.69
AUGUST	127,007.68	121,622.82	126,195.38
SEPTEMBER	115,106.96	109,785.43	110,216.75
OCTOBER	165,183.90	165,672.68	166,323.56
NOVEMBER	151,953.53	150,828.65	151,421.22
DECEMBER	122,356.36	116,855.56	117,314.65

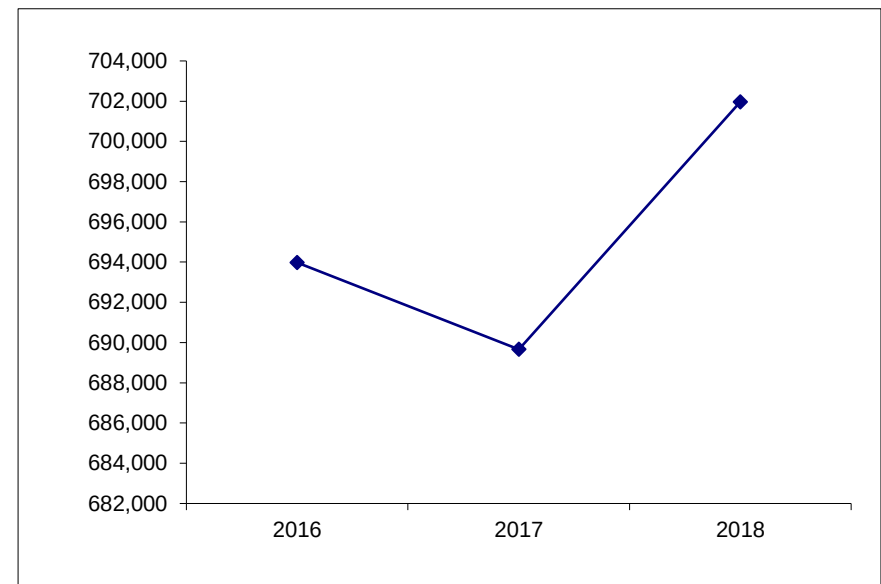
TOTALS	1,594,659.88	1,594,810.29	1,601,075.87
		Current Budget	1,606,000.00
		Projected Amt Over (Under)	-4,924.13



88-RECYCLING FEES

MONTH	2016 Actual	2017 Actual	2018
JANUARY	52,012.50	53,670.25	63,834.61
FEBRUARY	66,763.52	57,220.17	53,318.46
MARCH	58,159.31	63,538.06	59,585.33
APRIL	56,319.77	52,781.31	58,097.70
MAY	57,546.84	61,173.86	61,352.11
JUNE	57,162.53	60,215.22	55,252.91
JULY	53,717.51	61,089.08	57,379.32
AUGUST	59,997.07	55,537.02	64,706.87
SEPTEMBER	55,158.08	56,982.47	57,999.37
OCTOBER	61,572.21	54,207.31	55,174.69
NOVEMBER	59,011.54	59,900.37	60,969.34
DECEMBER	56,560.41	53,345.70	54,297.70

TOTALS	693,981.29	689,660.82	701,968.41
		Current Budget	697,500.00
		Projected Amt Over (Under)	4,468.41



RESOLUTION NO. R 2018-

**RESOLUTION AUTHORIZING ADDITIONAL INVESTIGATION AND INQUIRY
IN THE MATTER OF AN APPLICATION OF ARROW AMBULANCE, LLC.,
FOR AN AMBULANCE SERVICE**

WHEREAS, a license for Ambulance Service was filed by Arrow Ambulance, LLC with the City of Decatur; and,

WHEREAS, a public hearing was held pursuant to the provisions of Chapter 53 of the City Code of the City of Decatur and a Report filed by the designated Hearing Officer with the City Clerk of the City of Decatur setting forth written findings and conclusions; and,

WHEREAS, timely Requests for Review were filed seeking City Council review of the Hearing Officer's Report; and,

WHEREAS, the City Council wishes for additional investigation or inquiry pursuant to Section 8 of Chapter 53 of the City Code of the City of Decatur.

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

Section 1. That the designated Hearing Officer in this matter convene an additional public hearing for the purpose of hearing additional sworn testimony.

Section 2. That following the closing of the public hearing, the designated Hearing Officer in this matter shall file with the City Clerk for Council consideration, a supplemental written report of findings and conclusions in compliance with Section 7 of Chapter 53 of the City Code of the City of Decatur.

PRESENTED AND ADOPTED this 17th day of September, 2018.

DANA RAY, MAYOR PRO TEMPORE

ATTEST:

CITY CLERK

City Clerk

DATE: 9/11/2018

MEMO: 2018-38

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: Amended Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way and in Central Park, Decatur Smokin' BBQ Festival

SUMMARY RECOMMENDATION: Decatur Smokin' BBQ Festival committee has requested to amend the amended ordinance passed on May 7, 2018 to allow for additional street closures.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Backup material	Backup Material

ORDINANCE NO. 2018-_____

AMENDED ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY AND IN CENTRAL PARK -DECATUR SMOKIN' BBQ FESTIVAL-

WHEREAS, the Decatur Smokin' BBQ Festival, has requested the closure of public streets and Central Park in downtown Decatur beginning Friday, October 5, 2018 and continuing through Saturday, October 6, 2018; and,

WHEREAS, it is the intention of the Decatur Smokin' BBQ Festival to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor on public rights-of-way and in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Smokin' BBQ Festival and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed opposite each, alcoholic beverages may be consumed at, in or on those portions of public rights-of-way described in Section 2 hereof, and in Central Park located in downtown Decatur, said days and hours being particularly described as follows:

Friday, October 5, 2018
Saturday, October 6, 2018

4:00 p.m. -10:00 p.m.
11:00 a.m. – 10:00 p.m.

Section 2. That those portions of public rights-of-way at, in, or on which the above named alcoholic liquor may be consumed, on the days and during the hours listed in Section 1 hereof, are described as follows:

Central Park
North Street from Jackson Street to Gary K. Anderson Plaza
South Park Street- north parking spots only – Friday ONLY
South Park Street from Franklin Street to Water
Water Street from Main to William Street
North Park Street from Franklin Street to Water Street
Prairie Street from Alley to Water Street
William Street from Water to Franklin Street
North Street from Water to Franklin Street

Section 3. That no alcoholic liquor may be consumed as provided herein unless such alcoholic liquor is in a plastic or paper cup.

Section 4. That this ordinance is expressly conditioned and approved upon Decatur Smokin' BBQ Festival providing to the City of Decatur an agreement which will hold the City harmless for any and all

damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 5. That all debris shall be removed by Decatur Smokin' BBQ Festival prior to reopening public rights-of-way.

Section 6. That except as otherwise provided here, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of September, 2018.

Mayor Julie Moore Wolfe

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur's Smokin' BBQ Festival, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, for the Decatur's Smokin' BBQ Festival on the following dates and times:

Friday, October 5, 2018
Saturday, October 6, 2018

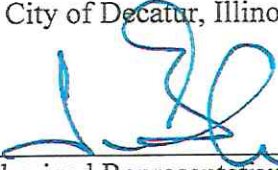
4:00 p.m. – 10:00 p.m.
11:00 a.m. – 10:00 p.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

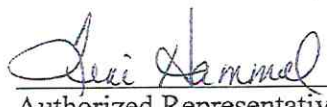


Authorized Representative

4/25/18

Date

For Sponsoring Agency:
Decatur's Smokin' BBQ Festival



Authorized Representative

4/25/2018

Date



INSURANCE BINDER

HSCHOREY

DATE (MM/DD/YYYY)
4/3/2018

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535		COMPANY West Bend Mutual Insurance Company		BINDER # 4570	
PHONE (A/C, No, Ext): (217) 877-3344		FAX (A/C, No): (217) 877-0795		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
CODE: AGENCY CUSTOMER ID: DECASMO-01		SUB CODE:		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Location Downtown Decatur, Event Dates 10/05/18 to 10/07/18	
INSURED AND MAILING ADDRESS Decatur's Smokin' BBQ Festival, Inc. 202 E North St Decatur, IL 62523		DATE EFFECTIVE 4/3/2018		TIME 12:01	
		DATE EXPIRATION 5/3/2018		TIME 12:01 AM	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☒ Liquor Liability		EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 1,000,000
		PRODUCTS - COMP/OP AGG		\$
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES		ACTUAL CASH VALUE		
☐ COLLISION: ☐ OTHER THAN COL:		STATED AMOUNT		\$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS / 10/07/18 OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE 	

Economic & Community Development

DATE: 9/17/2018

MEMO: No. 18-32

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn A. Stewart, Transportation Planner

SUBJECT: Rezoning at 1048-1070 West Wood Street from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District

SUMMARY RECOMMENDATION:

Staff recommends approval of the re-zoning. The City Plan Commission voted 7-0 to recommend approval of this petition at the September 6, 2018 meeting; the relevant minutes of the meeting are attached.

BACKGROUND:

Zoned R-6 Multiple Dwelling District, the subject site is a parking lot and four vacant lots of approximately 34,000 square feet located at 1048-1070 West Wood Street.

The petitioner proposes to rezone the subject site from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

The subject site is located within a mixed-use area and rezoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area or the City as a whole.

If the property were to be developed for a commercial use in the future, a buffer yard with screening would be required along the north and east property line in order to protect the abutting residential use.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart at 424-2782 or at jstewart@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-6 MULTIPLE DWELLING DISTRICT TO B-1 NEIGHBORHOOD SHOPPING
DISTRICT
- 1048-1070 WEST WOOD STREET -**

WHEREAS, on the 6th day of September, 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Building Systems of IL, Inc., to rezone premises legally described as:

Lot Thirteen (13) EXCEPT the South 10 feet thereof, of H.S. Evans' 2nd Subdivision of a part of the Northwest ¼ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 22 on Page 445 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-030
1048 West Wood Street

Lot Twelve (12) EXCEPT the South 10 feet thereof, of H.S. Evans' 2nd Subdivision of a part of the Northwest ¼ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 22 on Page 445 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-029
1058 West Wood Street

Lot Eleven (11) EXCEPT the South 10 feet thereof, of H.S. Evans' 2nd Subdivision of a part of the Northwest ¼ of Section Fifteen (15), Township 16 North, Range 2

East of the Third Principal Meridian, as per Plat recorded in Book 22 on Page 445 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-028
1060 West Wood Street

Lot Twelve (12) EXCEPT the South 10 feet thereof, of H.S. Evans' Subdivision of a part of the Northwest $\frac{1}{4}$ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 97 on Page 321 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-027
1066 West Wood Street

Lot Eleven (11) EXCEPT the South 10 feet thereof, of H.S. Evans' Subdivision of a part of the Northwest $\frac{1}{4}$ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 97 on Page 321 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-026
1070 West Wood Street

from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District; and,

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be, and the same is hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby, rezoned from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be, and it is hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of September, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>	
Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196		424-2793 FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	DONOVAN Marschler				
Address	276 Southmoreland Pl				
City	Decatur	State	IL	Zip	62522
Telephone	217 520 9614	Fax		E-mail	cheez7@hotmail.com
Property Owner	May Properties LLC				
Address	1088 W. WOOD ST				
City	Decatur	State	IL	Zip	62522
Telephone	217-429-7746	Fax	217-429-7433	E-mail	info@sprucity.co
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION						
Street Address	1048-1070 W. WOOD ST.					
Legal Description	See attached					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☒ R-6	Is this property a Planned Unit Development?
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:				1066 and 1070 each have a parking lot.		
Size of Tract	34,000	☒ SF	☐ AC			

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
For new construction in which to house a Restaurant.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
These properties are adjacent to B-1 properties, therefore, it should be an easy and obvious change that will produce and keep business in Decatur.

SECTION FIVE: CERTIFICATION		
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date 7-23-18

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

Legal Descriptions:

X Parcel 1: Lot Two (2) of Ike Subdivision, as per Plat recorded in Book 5000, on Page 58 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Permanent Index Number: 04-12-15-158-041 (Part of)

For informational purposes only, the land is commonly known as:
1088 W. Wood St., Decatur, IL 62522 (Commercial Business)

Parcel 2: Lot Eleven (11) EXCEPT the South 10 feet thereof, of H.S. Evans' Subdivision of a part of the Northwest $\frac{1}{4}$ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 97 on Page 321 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-026

For informational purposes only, the land is commonly known as:
1070 W. Wood St., Decatur, IL 62522 (Commercial Business)

Parcel 3: Lot Twelve (12) EXCEPT the South 10 feet thereof, of H.S. Evans' Subdivision of a part of the Northwest $\frac{1}{4}$ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 97 on Page 321 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-027

For informational purposes only, the land is commonly known as:
1066 W. Wood St., Decatur, IL 62522 (Commercial Business)

Parcel 4: Lot Eleven (11) EXCEPT the South 10 feet thereof, of H.S. Evans' 2nd Subdivision of a part of the Northwest $\frac{1}{4}$ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 22 on Page 445 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-028

For informational purposes only, the land is commonly known as:
1060 W. Wood St., Decatur, IL 62522 (Residential Vacant)

Parcel 5: Lot Twelve (12) EXCEPT the South 10 feet thereof, of H.S. Evans' 2nd Subdivision of a part of the Northwest ¼ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 22 on Page 445 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-15-158-029

For informational purposes only, the land is commonly known as:
1054 W. Wood St., Decatur, IL 62522 (Residential Vacant)

Parcel 6: Lot Thirteen (13) EXCEPT the South 10 feet thereof, of H.S. Evans' 2nd Subdivision of a part of the Northwest ¼ of Section Fifteen (15), Township 16 North, Range 2 East of the Third Principal Meridian, as per Plat recorded in Book 22 on Page 445 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

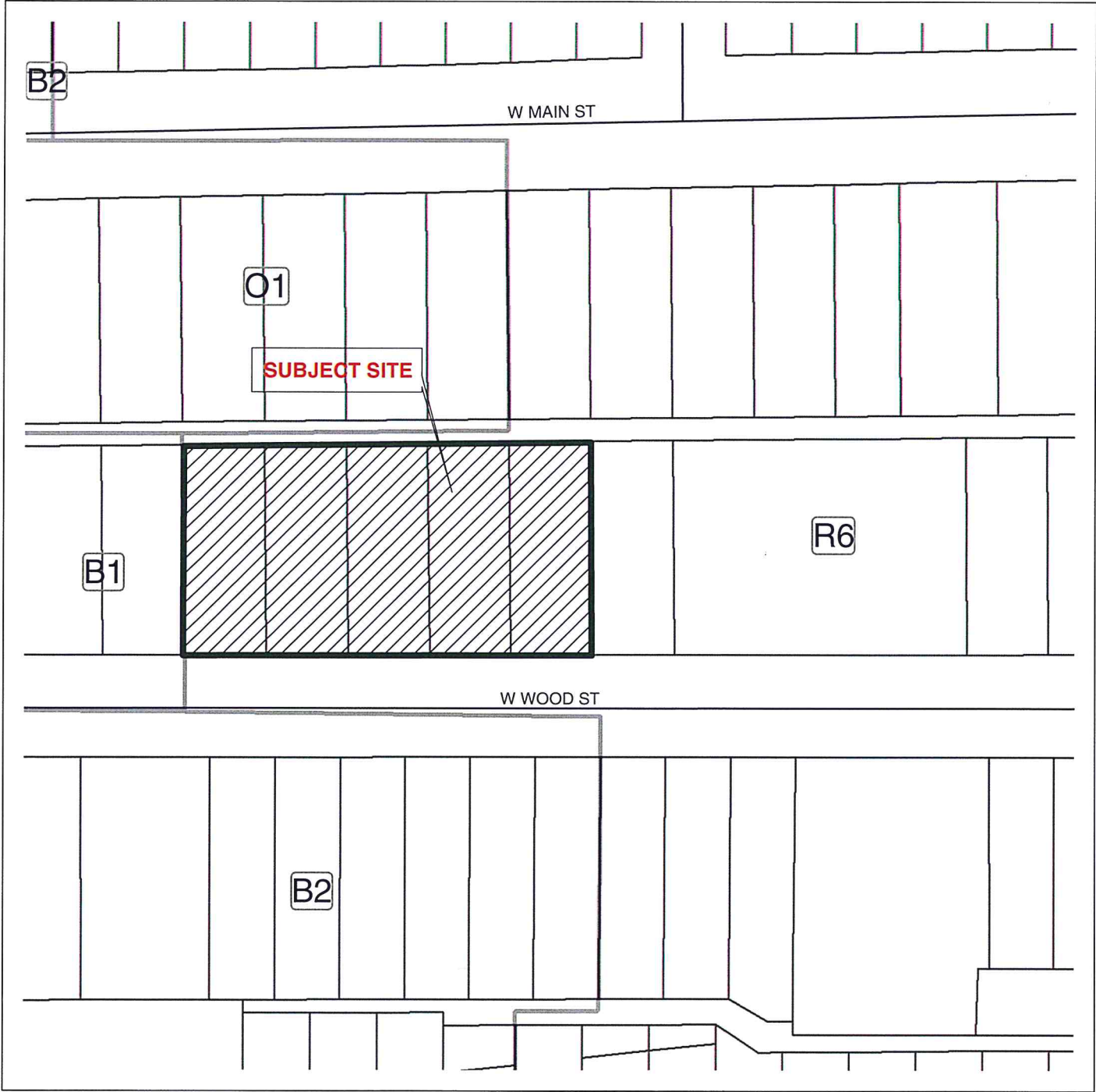
Permanent Index Number: 04-12-15-158-030

For informational purposes only, the land is commonly known as:
1048 W. Wood St., Decatur, IL 62522 (Residential Vacant)

Return To: ATG 110212003568
CENTRAL ILLINOIS TITLE COMPANY
P.O. BOX 745
DECATUR, IL 62525

Decatur City Plan Commission

1048-1070 West Wood Street



Case No.: 18-35
Date: September 6, 2018
Petition of: Donovan Marschner
Requested Action: Rezoning from R-6 to B-1



0 65 130 260 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

1048-1070 West Wood Street



Case No.: 18-35
Date: September 6, 2018
Petition of: Donovan Marschner
Requested Action: Rezoning from R-6 to B-1



0 65 130 260 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

STAFF REPORT
Decatur City Plan Commission

Hearing Date September 6, 2018
Case No. 18-35
Property Location 1048 - 1070 West Wood Street
Request Rezoning at 1048-1070 West Wood St. from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District
Petitioner Donovan Marschner
Representative N/A

BACKGROUND

Zoned R-6 Multiple Dwelling District, the subject site is a parking lot and four vacant lots of approximately 34,000 square feet located at 1048-1070 West Wood Street.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant lots, Parking Lot	R-6	Residential – Low Density
North	Offices	R-6, O-1 West Main Street Overlay District	Residential – Low Density
South	Dance Studio/Office space owned by Millikin University, Vacant lots	B-2	Residential – Low Density
East	Single Family Residence	R-6	Residential – Low Density
West	Single Family Residence, Commercial	B-1	Residential – Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

STAFF ANALYSIS

The surrounding zoning includes B-2 Commercial District to the south, B-1 Neighborhood Shopping District to the west, R-6 Multiple Dwelling District to the east, and R-6, O-1 West Main Street Overlay District to the north. While Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density, the proposed B-1 zoning would be compatible with the surrounding zoning districts-primarily commercial and high density residential.

The subject site is located within a mixed-use area and rezoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area or the City as a whole.

If the property were to be developed for a commercial use in the future, a buffer yard with screening would be required along the north and east property line in order to protect the abutting residential use.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 18-35 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

Joselyn A. Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of September 6, 2018:

Case No. 18-35 Petition of DONOVAN MARSCHNER, to rezone property located at 1048-1070 WEST WOOD STREET from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

It was moved and seconded (Frantz/Myatt) to forward Case No. 18-35 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

Zoned R-6 Multiple Dwelling District, the subject site is a parking lot and four vacant lots of approximately 34,000 square feet located at 1048-1070 West Wood Street.

The petitioner proposes to rezone the subject site from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

The surrounding zoning includes B-2 Commercial District to the south, B-1 Neighborhood Shopping District to the west, R-6 Multiple Dwelling District to the east, and R-6, O-1 West Main Street Overlay District to the north. While Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density, the proposed B-1 zoning would be compatible with the surrounding zoning districts-primarily commercial and high density residential.

The subject site is located within a mixed-use area and rezoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area or the City as a whole.

If the property were to be developed for a commercial use in the future, a buffer yard with screening would be required along the north and east property line in order to protect the abutting residential use.

Staff recommends approval of the rezoning.

Mr. Donovan Marschner, petitioner, was sworn in by Mrs. Poland.

Mr. Marschner stated he is the owner of the Blue Spoon restaurant and would like to build a breakfast restaurant on the subject site. He would like to stay in the Millikin University area.

Mr. Bruce Frantz asked if the parking lot on the west side will remain. Mr. Marschner stated the parking lot is for parking for another business.

Mr. Frantz asked if the parking lot was to be rezoned also. Mr. Marschner said the parking lot is being rezoned along with the two (2) vacant lots he is purchasing.

Mr. Ray Lai stated this is a straight rezoning request to B-1 Neighborhood Shopping District and will be subject to the zoning requirements for B-1. If approved, permitted uses in the B-1 District would be allowed.

There were no objectors present.

Upon call of the roll, Commission members Bruce Frantz, Bruce Jeffery, Jack, Myatt, Kent Newton, Tom Brinkoetter, Bill Clevenger and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Economic & Community Development

DATE: 9/17/2018

MEMO: No. 18-33

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn Stewart, Transportation Planner

SUBJECT:

Rezoning from R-6 Multiple Family Dwelling District, O-1 Office District, B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District to allow for a Community Care Campus generally located at East Marietta Street, North Martin Luther King Jr. Drive, East Wabash Avenue, and North Water Street

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to PD Planned Development District with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens and accessory uses as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. A maximum of eight percent (8%) reduction in the required overall number of parking spaces is allowed. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of seven (7) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 161,000 square feet. No building shall exceed 32,000 sq. ft. in size. All buildings shall be one-story in height, with the

exception of the dormitory which may be two-story.

5. Building elevations and construction materials primarily of masonry shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than three (3) freestanding monument style signs – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be explored and provided as much as possible for the development of the subject site.
10. A four-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

The City Plan Commission voted 7-0 to recommend approval of this petition at the September 6, 2018 meeting; relevant minutes of the meeting for this specific case are attached.

BACKGROUND:

The subject site is approximately 22.7 acres and currently contains a community medical facility with a parking lot and a community garden (operated by Crossing Healthcare), a planned community service center development site (Northeast Community Fund), and numerous vacant lots.

The petitioner proposes to rezone the subject site from R-6 Multiple Family Dwelling District, O-1 Office District, B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District to allow for a Community Care Campus, essentially and functionally a social service campus.

The table below provides an overview of the existing and proposed buildings included in this proposed campus:

	Buildings	Location on site	Existing/Proposed	Use	Total Size	Height	Notes
1	Crossing Healthcare	West-Central	Existing	Medical offices	29,143	1	Community Garden
2	Inpatient Care Facility	Southeast	Proposed	Emergency and Residential Rehab	31,564	1	32 Bed rooms
3	Outpatient Facility	Central	Proposed	Medical offices	15,906	1	Theater room, gym, sports court & playground
4	Dormitory	South-Central	Proposed	Short-term Residences	17,742	2	32 Bed rooms, 64 Beds
5	Baby Talk	Northwest	Proposed	Early childhood development center	18,193	1	
6	TBD	Northeast	Proposed	TBD	TBD	TBD	
7	North Community Fund	East-Central	Proposed	Community Service Center	16,300	1	

All buildings, except for the proposed Northeast Community Fund building, will be owned and managed by the petitioner, Crossing Healthcare. The inpatient care facility and the dormitory will be the two new buildings to be constructed initially. One of the new buildings, located on the northeast corner of the subject site, is yet to be determined in terms of its design, use, and size. A building envelope of up to approximately 35,000 sq. ft. is shown on the site plan.

Access to the proposed Campus will be primarily off of North Martin Luther King Jr. Drive. The petitioner is also working with City staff and IDOT to determine if modifications should be made at North Franklin Street and East King Street to allow better access from North Franklin Street.

Landscaping meeting the requirements of the PD District ordinance will be required at the time of final site plan review with the building permit application. Landscaping is shown throughout the development, including landscaped berms on the northernmost area and southeast corner of the site. A buffer yard is shown along the north and southeast sides of the development. A six (6) foot tall decorative fencing has also been proposed along the perimeters by the developer.

Two (2) freestanding signs are indicated on the site plan. One existing freestanding sign, including an electronic message board, is located to the southwest of the Crossing Healthcare building, next to North Water Street. Another one (1) is proposed to be located at the southeast corner of East King Street and North Warren Street. There are also several wayfinding signs proposed throughout the campus.

The façade for the proposed buildings will be mostly brick.

Currently, there are a total of 119 parking stalls serving Crossing Healthcare building. In total, 385 parking spaces will be provided for the entire campus, eight percent (8%) less than the required 419 spaces. The petitioner has indicated that many of their patients will be dropped off, walk-up, or use public transportation. Currently, the subject site is served by three (3) public transit routes.

Given the 2010 Sustainable Decatur Plan, the developer is also exploring the potential of attaining green building certification with Leadership in Energy and Environmental Design (LEED) by the U.S. Green Building Council. Some of the sustainable aspects being considered are included in the development proposal, such as:

- Community gardens and orchards
- Extensive landscaping plan with native shade trees, evergreens and shrubs.
- Two landscaped berms: one located at the southeast corner of the site at Martin Luther King Jr. Drive and Wabash Avenue, and another around the north end of the property.
- Walking paths covering various sections of the campus, allowing connectivity within the campus and with the areas nearby.

POTENTIAL OBJECTIONS: An individual expressed concerns on traffic impact and related roadway design at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES: The petition has been reviewed and approved by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart at 424-2782 or at jstewart@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
FROM R-6 MULTIPLE FAMILY DWELLING DISTRICT, O-1 OFFICE DISTRICT, B-
2 COMMERCIAL DISTRICT, PD PLANNED DEVELOPMENT DISTRICT, M-1
INTENSE COMMERCIAL-LIGHT INDUSTRIAL DISTRICT, AND M-2 HEAVY
INDUSTRIAL DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT
- GENERALLY LOCATED IN THE 200-599 BLOCKS OF EAST MARIETTA STREET,
700-999 BLOCKS OF NORTH MARTIN LUTHER KING JR. DRIVE, 544-599 BLOCKS
OF EAST WASBASH AVENUE, AND 700-999 BLOCKS OF NORTH WATER STREET–
(COMMUNITY CARE CAMPUS)**

WHEREAS, on the 6th day of September, 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Crossing Healthcare, to rezone premises legally described as:

LOT 1

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION; THENCE SOUTH 0 DEGREES 43 MINUTES 51 SECONDS EAST FOR 324.61 FEET TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 2 OF SAID ADDITION; THENCE SOUTH 88 DEGREES 41 MINUTES 05 SECONDS WEST FOR 430.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 22 DEGREES 33 MINUTES 23 SECONDS WEST FOR 26.82 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST FOR 8.00 FEET TO THE CENTER OF A 16 FOOT ALLEY LYING WEST OF LOTS 20 AND 11 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION ; THENCE ALONG THE CENTERLINE OF SAID ALLEY NORTH 0 DEGREES

40 MINUTES 00 SECONDS EAST FOR 299.15 FEET TO THE SOUTH LINE OF KING STREET; THENCE NORTH 88 DEGREES 37 MINUTES 30 SECONDS EAST FOR 447.64 FEET TO THE POINT OF BEGINNING.

LOT 2 & 3

BEGINNING AT THE NORTHWEST CORNER OF LOT 15 IN BLOCK 2 OF SAID DURFEE WARREN & CO. 2ND ADDITION; THENCE NORTH 88 DEGREES 31 MINUTES 56 SECONDS EAST FOR 601.74 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST COMMUNITY FUND ADDITION; THENCE SOUTH 0 DEGREES 43 MINUTES 51 SECONDS EAST FOR 324.45 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST COMMUNITY FUND ADDITION; THENCE SOUTH 0 DEGREES 52 MINUTES 55 SECONDS EAST FOR 60.03 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE SOUTH 0 DEGREES 28 MINUTES 15 SECONDS EAST FOR 301.04 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 OF SAID WAIT & CO'S ADDITION; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST FOR 300.89 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID SELLERS RESURVEY; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN SAID ADDITION NORTH 0 DEGREES 42 MINUTES 14 SECONDS WEST FOR 146.77 FEET EXTENDED TO THE CENTERLINE OF A 16 FOOT ALLEY LYING SOUTH OF BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST FOR 704.70 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 26 DEGREES 18 MINUTES 20 SECONDS WEST FOR 8.79 FEET TO A POINT ON THE NORTH LINE OF SAID ALLEY; THENCE ALONG SAID NORTH FRANKLIN STREET RIGHT OF WAY LINE NORTH 25 DEGREES 51 MINUTES 43 SECONDS WEST FOR 123.82 FEET TO A POINT ON THE WEST LINE OF LOT 26 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 0 DEGREES 40 MINUTES 53 SECONDS WEST FOR 40.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE NORTH 88 DEGREES 41 MINUTES 05 SECONDS EAST FOR 401.09 FEET TO THE NORTHWEST CORNER OF LOT 16 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 88 DEGREES 36 MINUTES 09 SECONDS EAST FOR 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE NORTH 0 DEGREES 43 MINUTES 51 SECONDS WEST FOR 384.34 FEET TO THE PLACE OF BEGINNING.

LOT 4

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 IN BLOCK 1 OF SAID J. K. WARREN & CO. 5TH ADDITION; THENCE NORTH 88 DEGREES 21 MINUTES 51 SECONDS EAST FOR 439.74 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF SAID J. K. WARREN & CO. 4TH ADDITION; THENCE NORTH 88 DEGREES 25 MINUTES 17 SECONDS

EAST FOR 529.69 FEET TO THE NORTHWEST CORNER OF LOT 65 OF WABASH CROSSING 2ND ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 908 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 67.74 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 89 DEGREES 33 MINUTES 36 SECONDS WEST FOR 20.43 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 103.16 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, NORTH 88 DEGREES 48 MINUTES 05 SECONDS EAST FOR 6.92 FEET; THENCE ALONG THE WEST LINE OF LOTS 65 & 66 OF SAID WABASH CROSSING 2ND ADDITION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 22.65 FEET, A CHORD DISTANCE OF 21.46 FEET AND A CHORD BEARING OF SOUTH 58 DEGREES 45 MINUTES 32 SECONDS EAST; THENCE ALONG THE WEST LINE OF SAID LOT 66 SOUTH 0 DEGREES 28 MINUTES 38 SECONDS EAST FOR 116.28 FEET; THENCE ALONG THE WEST LINE OF SAID LOT 66 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 16.92 FEET, A CHORD DISTANCE OF 16.59 FEET AND A CHORD BEARING OF SOUTH 20 DEGREES 40 MINUTES 00 SECONDS WEST TO THE SOUTHWEST CORNER OF SAID LOT 66; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 963.84 FEET, AN ARC DISTANCE OF 19.46 FEET, A CHORD DISTANCE OF 19.46 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 37 MINUTES 25 SECONDS WEST; THENCE SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 14.31 FEET TO A POINT ON THE SOUTH LINE OF LOT 27 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 2ND ADDITION; THENCE SOUTH 88 DEGREES 31 MINUTES 56 SECOND WEST FOR 448.21 FEET TO THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 1 OF SAID ADDITION; THENCE SOUTH 88 DEGREES 51 MINUTES 57 SECONDS WEST FOR 60.00 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN BLOCK 1 OF SAID J. K. WARREN & CO. 4TH ADDITION; THENCE SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST FOR 439.57 FEET TO THE SOUTHWEST CORNERT OF LOT 14 IN BLOCK 1 OF SAID J. K. WARREN & CO. 5TH ADDITION; THENCE NORTH 0 DEGREES 38 MINUTES 43 SECONDS WEST FOR 321.74 FEET TO THE PLACE OF BEGINNING.

from R-6 Multiple Dwelling District, O-1 Office District, and B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District; and,

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said Planned Development District be authorized subject to certain conditions.

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

Section 1. That the report and recommendation of the Decatur City Plan Commission be, and the same is hereby, received, placed on file and approved.

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein described premises be, and they are hereby, rezoned from R-6 Multiple Dwelling District, O-1 Office District, and B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District.

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens and accessory uses as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. A maximum of eight percent (8%) reduction in the required overall number of parking spaces is allowed. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of seven (7) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 161,000 square feet. No building shall exceed 32,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory which may be two-story.
5. Building elevations and construction materials primarily of masonry shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than three (3) freestanding monument style signs – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be explored and provided as much as possible for the development of the subject site.
10. A four-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.

12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Section 3. That the Districts hereinabove mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said Districts be, and they are hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of September, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Crossing Healthcare				
Address	320 E. Central Ave.				
City	Decatur	State	IL	Zip	62521 tandricks@
Telephone	217-877-9117	Fax		E-mail	crossinghealthcare.org
Property Owner	Various - See attached "PROPERTY OWNERS".				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Chastain & Associates LLC - Mary Cave				
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521 mcave@
Telephone	217-422-8544	Fax	217-422-0398	E-mail	chastainengineers.com

SECTION TWO: SITE INFORMATION

Street Address	Area bounded by Marietta, Water, Wabash & MLK					
Legal Description	See attached "SECTION TWO: SITE INFORMATION".					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☒ R-6	Is this property a Planned Unit Development? ☒ YES Approval Date: _____ ☐ NO
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☒ O-1	
	☒ M-1	☒ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	22	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☒ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:						

LEGAL DESCRIPTION:

A RESURVEY OF A PART OF BLOCKS 1 & 2 OF DURFEE WARREN & CO. 1ST ADDITION AS PER PLAT RECORDED IN BOOK 50 ON PAGE 366 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BLOCKS 1 & 2 OF DURFEE WARREN & CO. 2ND ADDITION AS PER PLAT RECORDED IN BOOK 50 ON PAGE 371 IN SAID RECORDER'S OFFICE, BLOCKS 1& 2 OF J. K. WARREN & CO. 4TH ADDITION AS PER PLAT RECORDED IN BOOK 93 ON PAGE 11 IN SAID RECORDER'S OFFICE, BLOCK 1 OF J. K. WARREN & CO. 5TH ADDITION AS PER PLAT RECORDED IN BOOK 97 ON PAGE 426 IN SAID RECORDER'S OFFICE, BLOCK 1 OF WAIT & CO'S. ADDITION AS PER PLAT RECORDED IN BOOK P ON PAGE 115 IN SAID RECORDER'S OFFICE, SELLERS RESURVEY AS PER PLAT RECORDED IN BOOK 802 ON PAGE 73 IN SAID RECORDER'S OFFICE AND NORTHEAST COMMUNITY FUND ADDITION AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 253 IN SAID RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION; THENCE SOUTH 0 DEGREES 43 MINUTES 51 SECONDS EAST FOR 324.61 FEET TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 2 OF SAID ADDITION; THENCE SOUTH 88 DEGREES 41 MINUTES 05 SECONDS WEST FOR 430.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 22 DEGREES 33 MINUTES 23 SECONDS WEST FOR 26.82 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST FOR 8.00 FEET TO THE CENTER OF A 16 FOOT ALLEY LYING WEST OF LOTS 20 AND 11 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION ; THENCE ALONG THE CENTERLINE OF SAID ALLEY NORTH 0 DEGREES 40 MINUTES 00 SECONDS EAST FOR 299.15 FEET TO THE SOUTH LINE OF KING STREET; THENCE NORTH 88 DEGREES 37 MINUTES 30 SECONDS EAST FOR 447.64 FEET TO THE POINT OF BEGINNING.

LOT 2 & 3

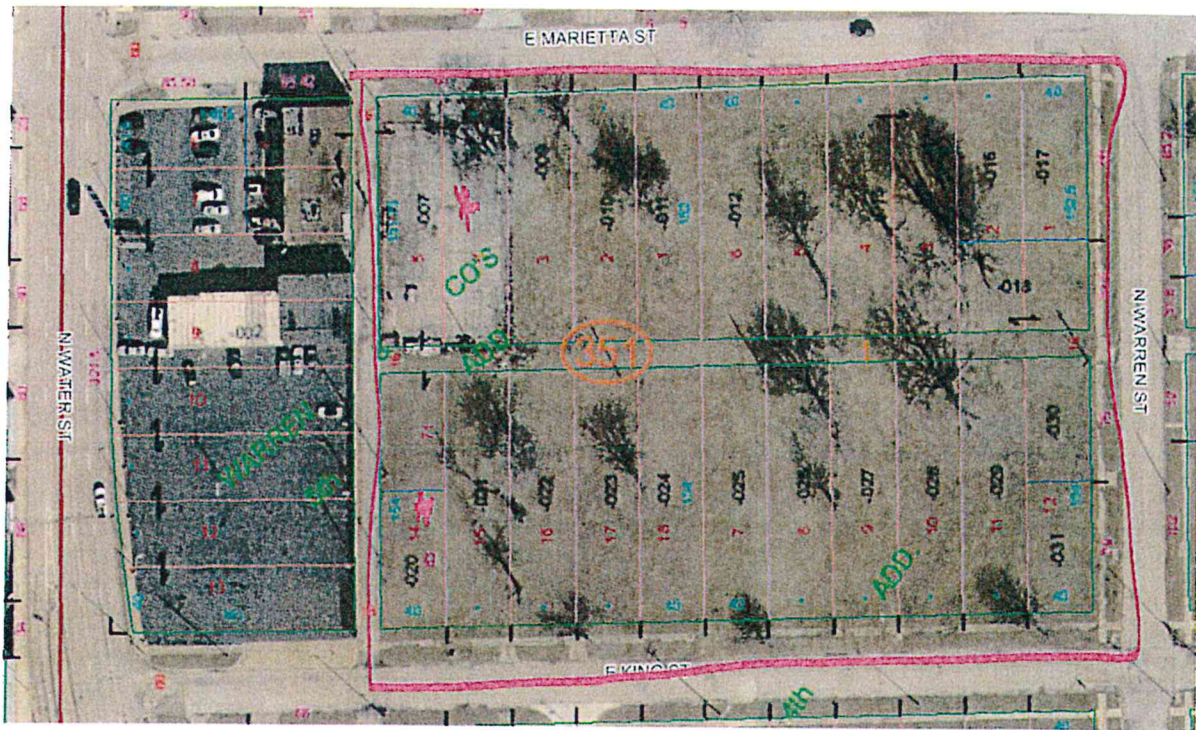
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42 MINUTES 14 SECONDS WEST FOR 146.77 FEET EXTENDED TO THE CENTERLINE OF A 16 FOOT ALLEY LYING SOUTH OF BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST FOR 704.70 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 26 DEGREES 18 MINUTES 20 SECONDS WEST FOR 8.79 FEET TO A POINT ON THE NORTH LINE OF SAID ALLEY; THENCE ALONG SAID NORTH FRANKLIN STREET RIGHT OF WAY LINE NORTH 25 DEGREES 51 MINUTES 43 SECONDS WEST FOR 123.82 FEET TO A POINT ON THE WEST LINE OF LOT 26 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 0 DEGREES 40 MINUTES 53 SECONDS WEST FOR 40.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE NORTH 88 DEGREES 41 MINUTES 05 SECONDS EAST FOR 401.09 FEET TO THE NORTHWEST CORNER OF LOT 16 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 88 DEGREES 36 MINUTES 09 SECONDS EAST FOR 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE NORTH 0 DEGREES 43 MINUTES 51 SECONDS WEST FOR 384.34 FEET TO THE PLACE OF BEGINNING.

LOT 4

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Pink



Prairie State Bank & Trust (* Starred Parcels)

04-12-11-351-007

04-12-11-351-020

City of Decatur

04-12-11-351-009

04-12-11-351-010

04-12-11-351-011

04-12-11-351-012

04-12-11-351-013

04-12-11-351-015

04-12-11-351-016

04-12-11-351-017

04-12-11-351-018

04-12-11-351-021

04-12-11-351-022

04-12-11-351-023

04-12-11-351-024

04-12-11-351-025

04-12-11-351-026

04-12-11-351-027

04-12-11-351-028

04-12-11-351-029

04-12-11-351-030

04-12-11-351-031

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

To develop a social service campus that will serve the Decatur community, especially the underserved population with respect to medical care, education, and substance abuse treatment.

SECTION FOUR: JUSTIFICATION

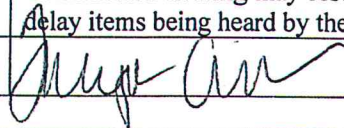
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

See attached "SECTION FOUR: JUSTIFICATION".

SECTION FIVE: CERTIFICATION

To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.

**Petitioner's
Signature**



Date

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

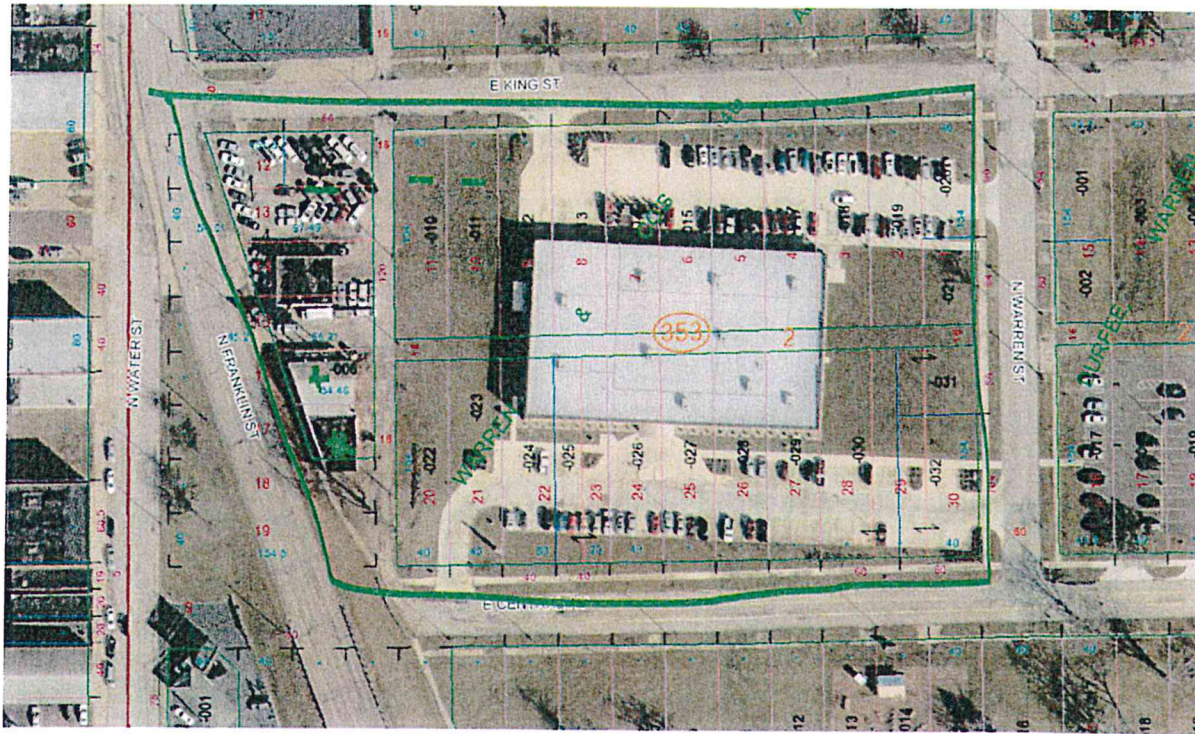
Rev. 2 - 4/01

OFFICE USE ONLY

Date Filed

By

Green



Prairie State Bank & Trust (- dashed areas)

04-12-11-353-002

04-12-11-353-010

04-12-11-353-011

Walker Funeral Home (* starred area)

04-12-11-353-006

Fortress Properties (+ plus area)

04-12-11-353-007

Community Health

04-12-11-353-012

04-12-11-353-013

04-12-11-353-014

04-12-11-353-015

04-12-11-353-016

04-12-11-353-017

04-12-11-353-018

04-12-11-353-019

04-12-11-353-020

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04-12-11-353-032

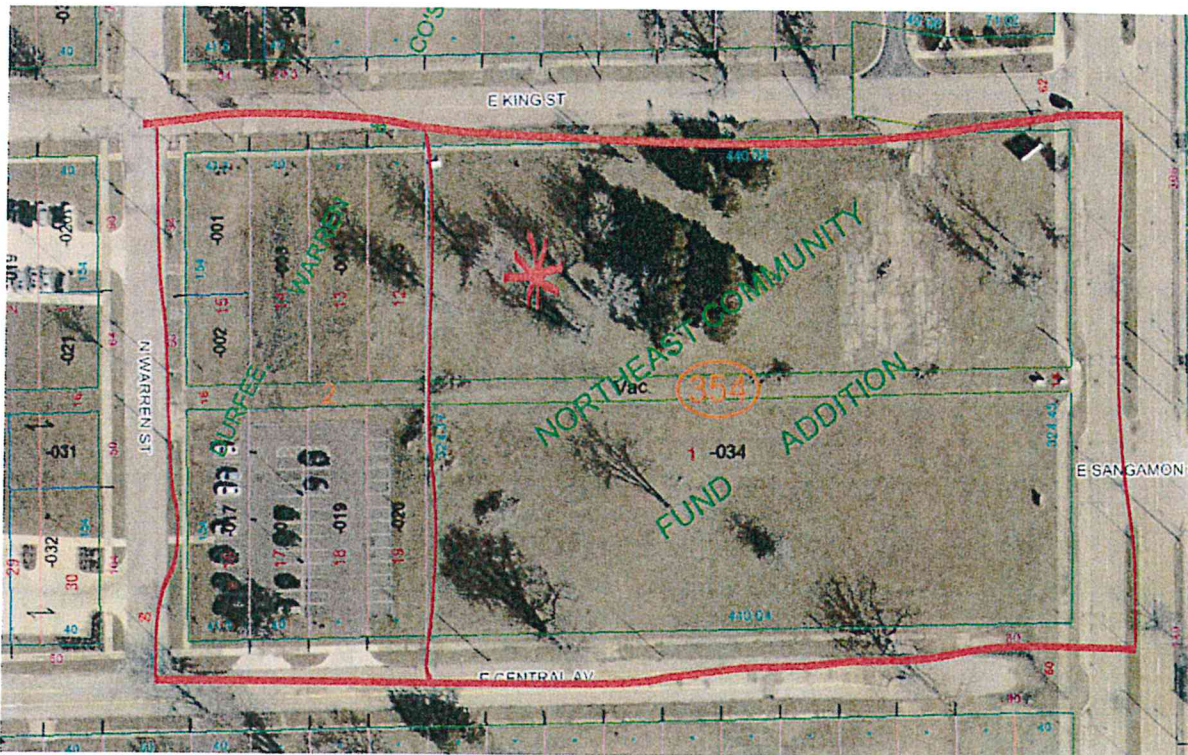
Blue



City of Decatur

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04-12-11-352-003
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04-12-11-352-008
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04-12-11-352-037

Red



Community Health

04-12-11-354-001
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04-12-11-354-003
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04-12-11-354-005
04-12-11-354-017
04-12-11-354-018
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04-12-11-354-020

Northeast Community Fund (*starred red)

04-12-11-354-034

Yellow



City of Decatur

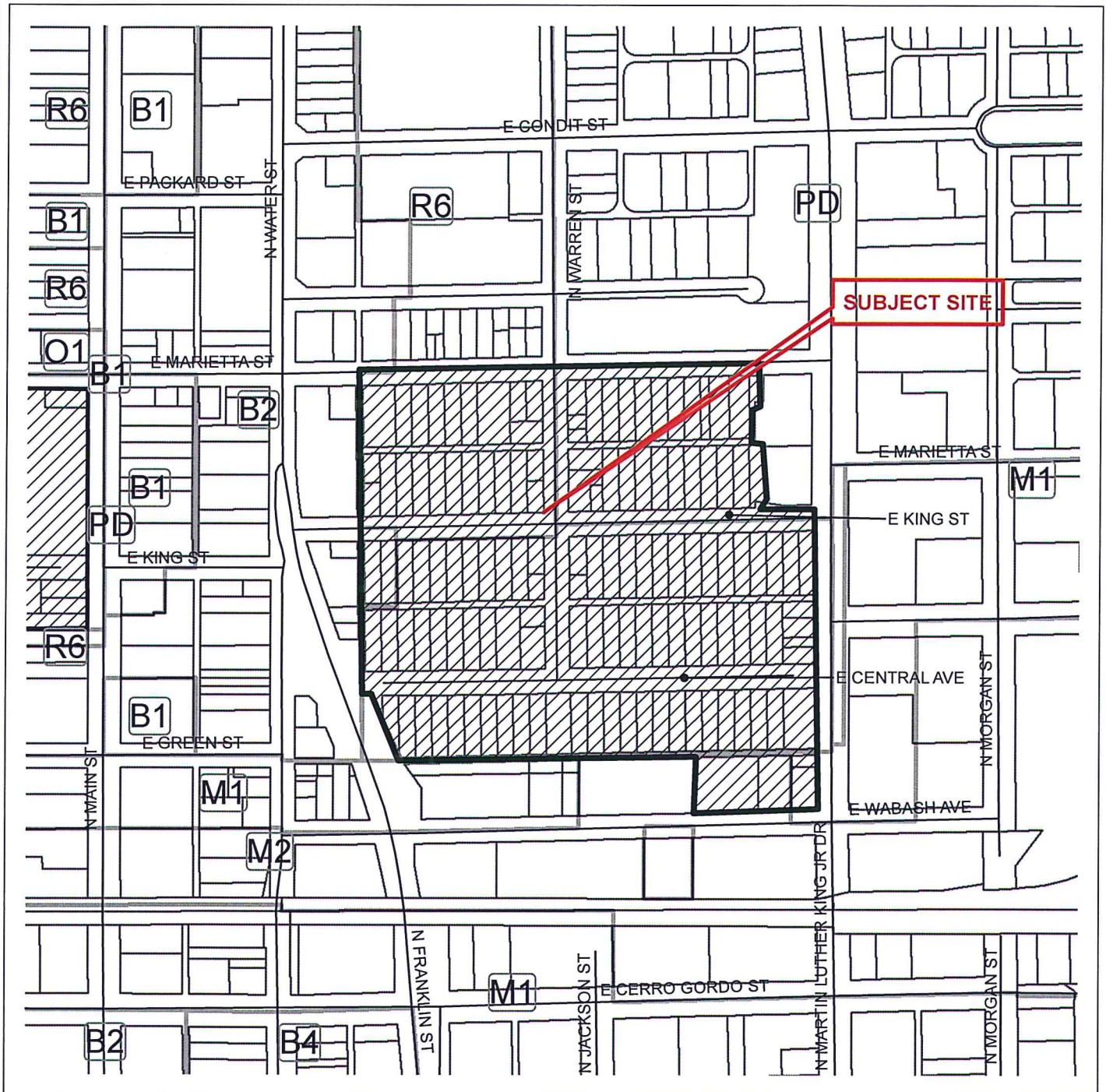
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04-12-11-355-030
04-12-11-355-053
04-12-11-355-054
04-12-11-355-055
04-12-11-355-056

SECTION FOUR: JUSTIFICATION

The social service campus in the remaining Wabash Crossing land has been a concept that City staff and council have been in support of for several years. Crossing Healthcare moved to the area in 2014/2015. Over the last two years, Northeast Community Fund has received approval to proceed with a new building in the same area. This proposed Planned Development will incorporate both of these uses, as well as four new buildings. One building will be a new home for BabyTALK, a local early childhood development non-profit. The other three buildings will be part of an opioid rehabilitation program. The inpatient building will accommodate 56 patients in their first phase of rehabilitation. The dormitory building will serve up to 64 patients who transition to the second phase of care. Those residents will utilize medical services in the inpatient and outpatient buildings. The outpatient building will include medical offices for patients in the dormitory and those who have transitioned to home. In addition, the building will contain activities for Phase 1 and Phase 2 patients, including a gym, a sports court, a theater room, and a playground for visiting family members. All buildings, except for the Northeast Community Fund, will be owned and managed by Crossing Healthcare.

Decatur City Plan Commission

Community Care Campus



Case No.: 18-36
Date: September 6, 2018
Petition of: Crossing Healthcare
Requested Action: Rezoning from R-6, O-1, B-2, PD, M-1, and M-2 to PD

0 270 540 1,080 Feet

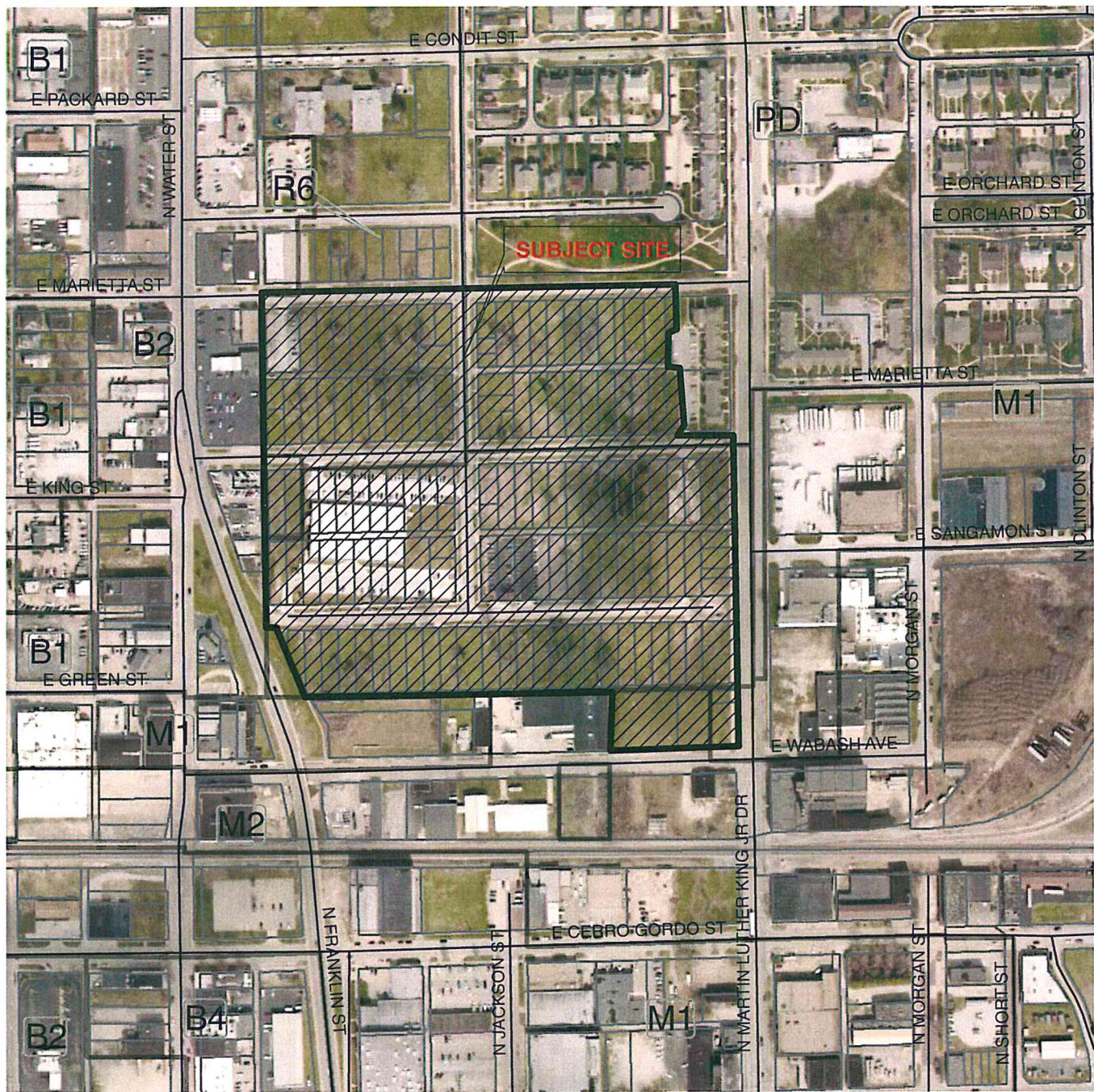


Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

Community Care Campus



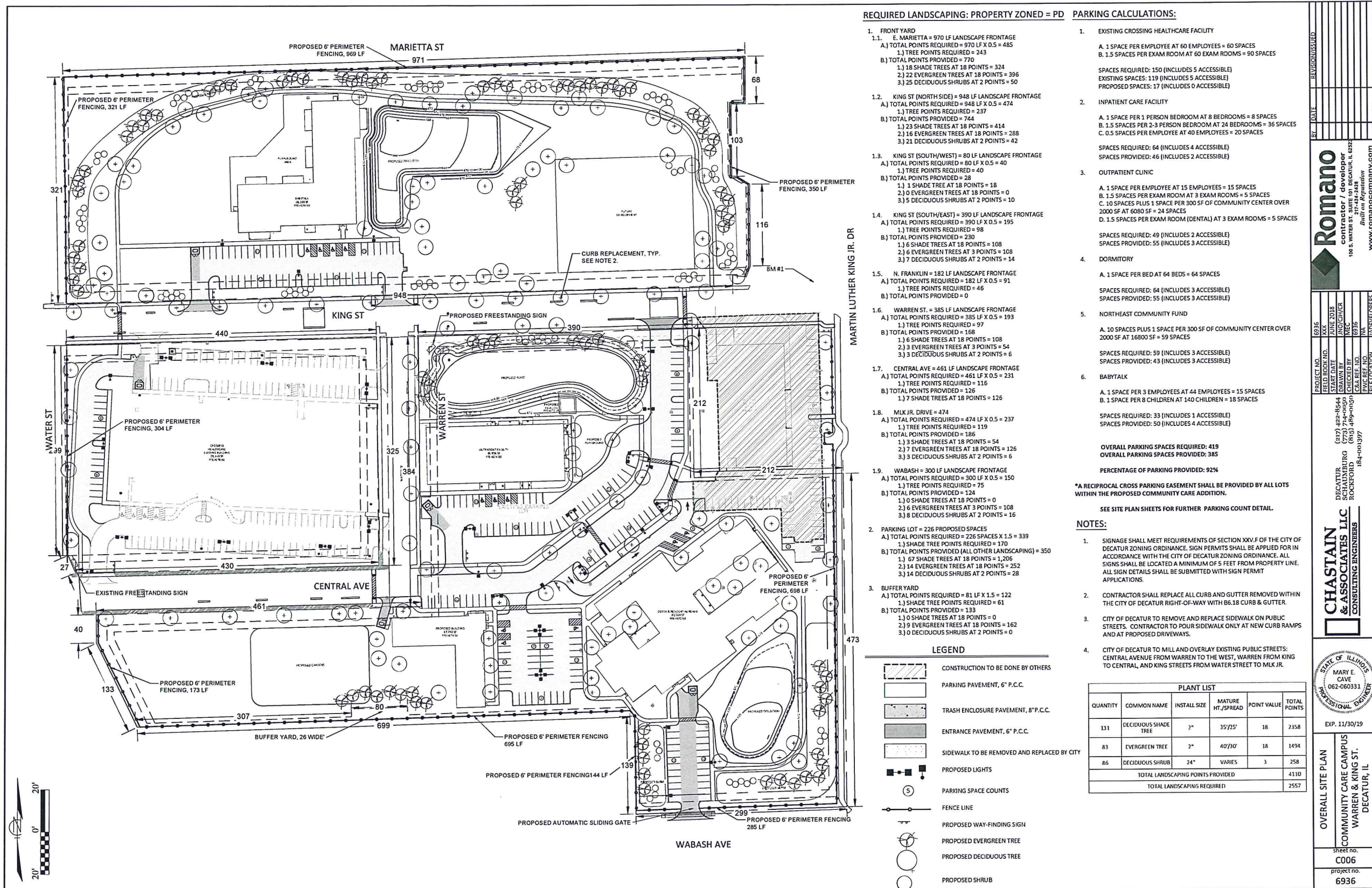
Case No.: 18-36
Date: September 6, 2018
Petition of: Crossing Healthcare
Requested Action: Rezoning from R-6, O-1, B-2, PD, M-1, and M-2 to PD



0 270 540 1,080 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site



STAFF REPORT

Decatur City Plan Commission

Hearing Date	September 6, 2018
Case No.	18-36
Property Location	Generally bounded by East Marietta Street, North Martin Luther King Jr. Drive, East Wabash Avenue, and North Water Street
Requested Action	Rezone from R-6 Multiple Family Dwelling District, O-1 Office District, B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District to allow for a Community Care Campus
Petitioner	Crossing Healthcare
Representative	Mary Cave, Chastain & Associates LLC

BACKGROUND

The subject site is approximately 22.7 acres and currently contains a community medical facility with a parking lot and a community garden (operated by Crossing Healthcare), a planned community service center development site (Northeast Community Fund), and numerous vacant lots.

In 2002, the vacant northeast quadrant of the subject site was part of a much larger redevelopment project rezoned from R-6 Mixed Use Planned Unit Development to PD Planned Development District for construction of new homes. This redevelopment project, now known as Wabash Crossing/Near North/Hope VI development, is a mix of single-family and multi-family residences with Decatur Housing Authority offices.

In 2014/2015, Crossing Healthcare (formerly Community Healthcare Improvement Center) constructed a community medical facility in the west-central portion of the subject site, after a rezoning petition of the property was approved from R-6 Multiple Dwelling District to O-1 Office District.

In 2016, a site plan for a community service center (to be developed by Northeast Community Fund separately) was approved for the southwest corner of North Martin Luther King Jr. Drive and East King Street, within the east-central portion of the subject site. Most recently, some site preparation has undertaken.

At their upcoming meeting on September 4, 2018, the City Council will consider the vacation of certain public rights-of-way (streets and alleyways) to be conveyed in conjunction with numerous City-owned vacant lots to the petitioner as parts of the overall subject site.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant lots, Community Medical Facility	R-6, O-1, B-2, PD	Residential – Low Density, Mixed-Use Commercial/Residential
North	Commercial, Vacant, Wabash Crossing	R-6, B-2, PD	Residential – Low Density, Mixed-Use Commercial/Residential
South	Commercial, Industrial, Single-Family Residence	M-1, M-2	Mixed Use Commercial/Residential
East	Wabash Crossing, Industrial	PD, M-1, M-2	Residential – Low Density, Employment
West	Commercial	B-2	Mixed-Use Commercial/Residential

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from R-6 Multiple Family Dwelling District, O-1 Office District, B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District to allow for a Community Care Campus, essentially and functionally a social service campus.

The table below provides an overview of the existing and proposed buildings included in this proposed campus:

	Buildings	Location on site	Existing/Proposed	Use	Total Size	Height	Notes
1	Crossing Healthcare	West-Central	Existing	Medical offices	29,143	1	Community Garden
2	Inpatient Care Facility	Southeast	Proposed	Detox and Residential Rehab	31,564	1	32 Bedrooms
3	Outpatient Facility	Central	Proposed	Medical offices	15,906	1	Theater room, gym, sports court & playground
4	Dormitory	South-Central	Proposed	Short-term Residences	17,742	2	32 Bedrooms/ 64 Beds
5	Baby Talk	Northwest	Proposed	Early childhood development center	18,193	1	
6	TBD	Northeast	Proposed	TBD	TBD	TBD	
7	North Community Fund	East-Central	Proposed	Community Service Center	16,800	1	

All buildings, except for the proposed Northeast Community Fund building, will be owned and managed by the petitioner, Crossing Healthcare. The inpatient care facility and the dormitory will be the two new buildings to be constructed initially. One of the new buildings, located on the northeast corner of the subject site, is yet to be determined in terms of its design, use, and size. A building envelope of up to approximately 35,000 sq. ft. is shown on the site plan.

Access to the proposed Campus will be primarily off of North Martin Luther King Jr. Drive. The petitioner is also working with City staff and IDOT to determine if modifications should be made at North Franklin Street and East King Street to allow better access from North Franklin Street.

Landscaping meeting the requirements of the PD District ordinance will be required at the time of final site plan review with the building permit application. Landscaping is shown throughout the development, including landscaped berms on the northernmost area and southeast corner of the site. A buffer yard is shown along the north and southeast sides of the development. A six (6) foot tall decorative fencing has also been proposed along the perimeters by the developer.

Two (2) freestanding signs are indicated on the site plan. One existing freestanding sign, including an electronic message board, is located to the southwest of the Crossing Healthcare building, next to North Water Street. Another one (1) is proposed to be located at the southeast corner of East King Street and North Warren Street. There are also several wayfinding signs proposed throughout the campus.

The façade for the proposed buildings will be mostly brick.

Currently, there are a total of 119 parking stalls serving Crossing Healthcare building. In total, 385 parking spaces will be provided for the entire campus, eight percent (8%) less than the required 419 spaces. The petitioner has indicated that many of their patients will be dropped off, walk-up, or use public transportation. Currently, the subject site is served by three (3) public transit routes.

Given the 2010 Sustainable Decatur Plan, the developer is also exploring the potential of attaining green building certification with Leadership in Energy and Environmental Design (LEED) by the U.S. Green Building Council. Some of the sustainable aspects being considered are included in the development proposal, such as:

- Community gardens and orchards
- Extensive landscaping plan with native shade trees, evergreens and shrubs.
- Two landscaped berms: one located at the southeast corner of the site at Martin Luther King Jr. Drive and Wabash Avenue, and another around the north end of the property.
- Walking paths covering various sections of the campus, allowing connectivity within the campus and with the areas nearby.

STAFF ANALYSIS

The City of Decatur Zoning Ordinance provides standards for reviewing applications for Planned District developments. An analysis of the review standards is discussed herein:

1. *Compatibility with the character of the surrounding neighborhood and general area.* The proposed development is compatible with the mixed-use character of the area, particularly the

residential uses to the north and northeast. It's been envisioned have the vacant properties to be redeveloped to become a social service campus near downtown to enhance and complement the existing Crossing Healthcare community medical facility.

2. *Effect on area.* The proposed development will have a major positive impact to the nearby neighborhoods, City of Decatur, Macon County, and the State of Illinois. In 2017, the United States' Health and Human Services declared a public health emergency regarding the opioid epidemic that is affecting the country. Patients who were looking for pain relief became so addicted that they turned to drugs, such as heroin, to obtain the same pain relief. Between 2010 and 2014, Macon County experienced a 68% increase in opioid related hospitalizations. In Heritage Behavioral Health Center in Decatur, there are 30 residential treatment rooms available. The proposed facilities will provide phased medical and rehab treatments to help cure this epidemic and to include buildings that meet some of the social service needs e.g. child development center, community service center.
3. *Consistency with comprehensive plan.* The proposed development is consistent with the Comprehensive Plan as it currently calls for Residential Low-Density/Mixed Use Commercial/Residential. The proposed development contains a mix of medical offices and facilities with temporary housing, an early childhood development center, and other related services and uses such as community gardens and playground for visiting families.
4. *Traffic capacity.* The City received preliminary traffic generation numbers and the increase of traffic shown to the City is not expected to exceed the capacity of Water St, Martin Luther King Jr. Dr. or the adjacent intersections. Additional traffic analysis is being conducted to determine if a left turn lane is warranted on north bound Martin Luther King Jr. Dr. at King St. and if I.D.O.T will approve northbound traffic to turn east on King St.
5. *Adequacy of utilities.* Storm water detention is proposed via three (3) detention basins. The public sanitary sewer and water main on Central Ave. will have to be relocated in a new permanent easement to allow for the inpatient building to be constructed at the proposed location.
6. *Integration.* The proposed development will be coordinated and developed in accordance with an overall design plan for the site, with consideration of sustainability design features.
7. *Adequacy of parking facilities.* 385 parking spaces will be provided for the entire campus, eight percent (8%) less than the required 419 spaces. However, many of their patients will be dropped off, walk-up, or use public transportation. Some may access the campus by bicycles. Thus, staff is of the opinion that the proposed parking would be adequate. Reciprocal cross-parking and cross-access easements shall be provided by all lots to allow better internal traffic circulation within the proposed campus.

The preliminary PD plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

STAFF RECOMMENDATION

Based on the analysis, staff recommends approval of the proposed PD Planned Development District petition with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient

medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens and accessory uses as approved by the Department of Economic and Community Development.

2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. A maximum of eight percent (8%) reduction in the required overall number of parking spaces is allowed. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of seven (7) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 161,000 square feet. No building shall exceed 32,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory which may be two-story.
5. Building elevations and construction materials primarily of masonry shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than three (3) freestanding monument style signs – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be explored and provided as much as possible for the development of the subject site.
10. A four-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

PLAN COMMISSION ACTION

Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 18-36 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Transportation Planner

Raymond Lai
Director of Economic & Community Development

ATTACHMENTS

1. Petition
2. Site Plan
3. Location Map

Excerpts from Plan Commission Meeting of September 6, 2018:

Case No. 18-36 Petition of CROSSING HEALTHCARE, to rezone property generally bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive from R-6 Multiple Dwelling District, O-1 Office District, B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District and M-2 Heavy Industrial District to PD Planned Development District to allow for a Community Care Campus.

It was moved and seconded (Jeffery/Brinkoetter) to forward Case No. 18-36 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site is approximately 22.7 acres and currently contains a community medical facility with a parking lot and a community garden (operated by Crossing Healthcare), as well as many vacant lots.

At the September 4, 2018 meeting, this past Tuesday, the City Council held a public hearing and approved the vacation of certain public rights-of-way (streets and alleyways) and conveyance of numerous City-owned vacant lots within the proposed subject site to Crossing Healthcare.

The petitioner proposes to rezone the subject site to PD Planned Development District to allow for a Community Care Campus, essentially and functionally a social service campus.

	Buildings	Location on site	Existing/ Proposed	Use	Total Size	Height	Notes
1	Crossing Healthcare	West-Central	Existing	Medical offices	29,143	1	Community Garden
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6	TBD	Northeast	Proposed	TBD	TBD	TBD	
7	North Community Fund	East-Central	Proposed	Community Service Center	16,800	1	

The façade for the proposed buildings will be mostly brick.

Given the 2010 Sustainable Decatur Plan, the developer is also exploring the potential of attaining green building certification with Leadership in Energy and Environmental Design (LEED) by the U.S. Green Building Council.

The City of Decatur Zoning Ordinance provides standards for reviewing applications for Planned District developments. An analysis of the review standards is discussed herein:

1. *Compatibility with the character of the surrounding neighborhood and general area.* is compatible
2. *Effect on area.* The proposed development will have a major positive impact to the nearby neighborhoods, City of Decatur, Macon County, and the State of Illinois.
3. *Consistency with comprehensive plan.* is consistent with the Comprehensive Plan as it currently calls for Residential Low-Density/Mixed Use Commercial/Residential.
4. *Traffic capacity.* The City received preliminary traffic generation numbers and the increase of traffic shown to the City is not expected to exceed the capacity of Water Street, Martin Luther King Jr. Drive or the adjacent intersections.
5. *Adequacy of utilities.* Storm water detention is proposed via three (3) detention basins. The public sanitary sewer and water main on Central Avenue will have to be relocated.
6. *Integration.* The proposed development will be coordinated and developed with consideration of sustainability design features.
7. *Adequacy of parking facilities.* 385 parking spaces will be provided for the entire campus, eight percent (8%) less than the required 419 spaces. However, many of their patients will be dropped off, walk-up, or use public transportation. Some may access the campus by bicycles. Thus, staff is of the opinion that the proposed parking would be adequate. Reciprocal cross-parking and cross-access easements shall be provided by all lots to allow better internal traffic circulation within the proposed campus.

Based on the analysis, staff recommends approval of the proposed PD Planned Development District petition with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens and accessory uses as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.

3. A maximum of eight percent (8%) reduction in the required overall number of parking spaces is allowed. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of seven (7) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 161,000 square feet. No building shall exceed 32,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory which may be two-story.
5. Building elevations and construction materials primarily of masonry shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than three (3) freestanding monument style signs – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
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9. Sustainability features should be explored and provided as much as possible for the development of the subject site.
10. A four-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Engineering staff is here to answer questions on traffic if need be.

Mr. Frantz asked if the blue area on the key map was a pond or a detention basin that is normally dry.

Mrs. Mary Cave, representative of the petitioner, was sworn in.

Mrs. Cave explained the blue area is a wet detention pond. The two green areas are dry basins. The wet pond will be ten (10) feet in depth so it can hold fish with a fountain.

Mr. Frantz asked if there would be a fence.

Mrs. Cave stated there will not be a fence and there will be large stone rip rap along the outside a couple of feet up from the water's edge. The pond is for use for the patients and their families. The area has a walking trail all the way around it and a playground. Sundays are family visit days for those seeking treatment. They will be able to use the walking trail, fish in the pond, use the playground. In the out-patient building there will be a small movie theatre, gym and basketball courts.

Ms. Tanya Andricks, CEO of Crossing Healthcare, was sworn in by Mrs. Poland.

Ms. Andricks said the country is facing an opioid epidemic. Currently, our community has fewer beds per population than all the surrounding counties. There are not enough beds for people seeking treatment and they are often placed on a waiting list. This campus will add 56 treatment beds to the community.

Acting Chairman Peck asked if anyone in the audience in support or in opposition to the request wanted to speak.

Mr. Jerry Pelz, Director of Northeast Community Fund, was sworn in by Mrs. Poland.

Mr. Pelz said he was not in opposition of the proposed project and expressed his concerns about the traffic design and impact in the area.

Mr. Bruce Jeffery asked if it was possible to have a stop sign or traffic signal on Martin Luther King Jr. Drive.

Mr. Lai stated the Public Works Department will gather traffic data to determine if the increased traffic warrants it.

There were no objectors present.

Upon call of the roll, Commission members Bruce Frantz, Bruce Jeffery, Jack, Myatt, Kent Newton, Tom Brinkoetter, Bill Clevenger and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Economic & Community Development

DATE: 9/17/2018

MEMO: No. 18-34

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director

SUBJECT:

Amendments to Zoning Ordinance (Ordinance #3512, as amended) regarding Truck Stop Establishments

SUMMARY RECOMMENDATION:

Staff recommends approval of the amendments to the City of Decatur Zoning Ordinance (Ordinance #3512, as amended) as proposed.

The City Plan Commission voted 7-0 to recommend approval of this petition at the September 6, 2018 meeting; the minutes of the meeting are attached.

BACKGROUND:

The Illinois Video Gaming Act, 230 ILCS 40/1, *et seq.*, (the "Act") was signed into law in 2009, legalizing the operation of video gambling machines in "any licensed retail establishment where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises," including bars, truck stops, and fraternal and veteran organizations ("Establishments") throughout the state.

Under the Act (230 ILCS 40/5), a "Licensed Truck Stop Establishment" is defined as a facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles.

"Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code.

However, "Licensed Truck Stop Establishment" is not specifically defined in our City's Zoning Ordinance. There are uses under certain terms that may be easily confused with or

claimed to be similar to a conventional truck stop. Thus, “self-claimed” truck stops could be located in urbanized areas or neighborhoods of inner city, attracting heavy truck traffic which is considered detrimental to the condition of city streets. Also, they could operate under the disguise of those other uses and qualify for placement of video gaming terminals under the “Act”.

A conventional truck stop would typically be located near interstate highways, particularly adjacent to interchanges. It generally occupies on larger acreage. Inner city or urbanized areas away from interstate highway interchanges are not conducive to ideal locations for truck stops.

In order to avoid heavy truck traffic along city streets and to prevent ambiguity in interpretation of the Zoning Ordinance, staff recommends that licensed truck stop establishments be limited to locations within one-half mile of existing interchanges along Interstate 72, or the interchange of U.S. Business Highway 51 and U.S. Highway 51, within Decatur City limits. Further, it would only be allowed as a Conditional Use in B-2 Commercial District and a Permitted Use in M-1 Intense Commercial – Light Industrial District. In doing so, larger tracts of land must be assembled to meet the minimum size of three (3) acres and the users are more likely to be commercial motor vehicles or trucks in the outskirt of the City.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Raymond Lai at 424-2727 or rlai@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

ORDINANCE AMENDING ZONING ORDINANCE

- SECTION II. DEFINITIONS -

-SECTION XII. B-2 COMMERCIAL DISTRICT -

- SECTION XIV. B-4 CENTRAL BUSINESS DISTRICT -

SECTION XVI. M-1 INTENSE COMMERCIAL – LIGHT INDUSTRIAL DISTRICT
(Truck Stop Establishments)

WHEREAS, on the 6th day of September, 2018 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Raymond Lai, Director of Economic and Community Development, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Sections II. DEFINITIONS, XII. B-2 Commercial District, XIV. B-4 Central Business District, and XVI. M-1 Intense Commercial – Light Industrial District thereof, so that said Sections II., XII., XIV., and XVI. as modified and amended shall provide as set forth herein.

II. Definitions

...

LICENSED TRUCK STOP ESTABLISHMENT: A facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, (iv) that in its entirety locates within one-half mile (or 2,640 feet) of the rights-of-way of existing interchanges along Interstate 72, or the interchange of U.S. Business Highway 51 and U.S. Highway 51, within Decatur City limits, and (v) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

AUTOMOBILE SERVICE STATION: Any building or structure used for the retail sale of any automobile fuels and lubricants from no more than six (6) pumps located on no more than three (3) bays and any combination of one or more of the following uses: (1) retail sale of new automobile parts, accessories, and supplies when ancillary to the repair and maintenance of motor vehicles; (2) all uses listed under the definition of Automobile Repair and service. Minor; and (3) minor repair and maintenance of automobiles and trucks not exceeding a 2-ton capacity, excluding there from all uses defined as Automobile Repair and Service–Major. Convenience items, such as snack foods and beverages, may be sold through vending machines and over-the-counter sales, provided they do not occupy more than 100 square feet of the indoor floor space of the establishment. (See Convenience Food and Beverage Store, Convenience Food and Beverage Store, Extended Hours, Gasoline Station, and Licensed Truck Stop Establishment).

CONVENIENCE FOOD AND BEVERAGE STORE: A retail establishment of 6000 square feet or less of enclosed area, typically offering groceries, carryout beer and wine, soft drinks, and snack foods. This definition includes those establishments which are open for business no earlier than 5:00 AM and no later than 11:00 PM. [See Convenience Food and Beverage Store, Extended Hours]. This definition does not include sales of automotive fuels or services (See Automobile Service Station; Gasoline Station; and Licensed Truck Stop Establishment).

CONVENIENCE FOOD AND BEVERAGE STORE, EXTENDED HOURS: A convenience food and beverage store as herein defined which is open for business any time during the period from 11:00 PM to 5:00 AM, including those businesses open for 24 hours. (See Gasoline Station and Licensed Tuck Stop Establishment).

GASOLINE STATION: A business engaged primarily in retail sales of automotive fuels, which may or may not include automobile repair and service as an ancillary service. This definition also permits the sale of convenience food or beverage and similar items in addition to gasoline sales. (See Automobile Service Station; Convenience Food and Beverage Store; Convenience Food and Beverage Store, Extended Hours; and Licensed Tuck Stop Establishment).

XII. B-2 Commercial District

B. Conditional Uses

11. Licensed Truck Stop Establishment

XIV. B-4 Central Business District

B. Conditional Uses

9. Transfer terminal or freight house or bus garage and repair shop.

XVI. M-1 Intense Commercial – Light Industrial District

A. Permitted Uses

30. Licensed Tuck Stop Establishment

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

Section 1. That the report and recommendations of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and approved.

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Sections II., XII., XIV., and XVI. as set forth herein.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 10th day of September, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2018.

CITY CLERK

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION II. DEFINITIONS

LICENSED TRUCK STOP ESTABLISHMENT: A facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, (iv) that in its entirety locates within one-half mile (or 2,640 feet) of the rights-of-way of existing interchanges along Interstate 72, or the interchange of U.S. Business Highway 51 and U.S. Highway 51, within Decatur City limits. and (v) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

AUTOMOBILE SERVICE STATION: Any building or structure used for the retail sale of any automobile fuels and lubricants from no more than six (6) pumps located on no more than three (3) bays and any combination of one or more of the following uses: (1) retail sale of new automobile parts, accessories, and supplies when ancillary to the repair and maintenance of motor vehicles; (2) all uses listed under the definition of Automobile Repair and service. Minor; and (3) minor repair and maintenance of automobiles and trucks not exceeding a 2-ton capacity, excluding there from all uses defined as Automobile Repair and Service-Major. Convenience items, such as snack foods and beverages, may be sold through vending machines and over-the-counter sales, provided they do not occupy more than 100 square feet of the indoor floor space of the establishment. (See Convenience Food and Beverage Store, Convenience Food and Beverage Store, Extended Hours, Gasoline Station, and Licensed Truck Stop Establishment).

CONVENIENCE FOOD AND BEVERAGE STORE: A retail establishment of 6000 square feet or less of enclosed area, typically offering groceries, carryout beer and wine, soft drinks, and snack foods. This definition includes those establishments which are open for business no earlier than 5:00 AM and no later than 11:00 PM. [See Convenience Food and Beverage Store, Extended Hours]. This definition does not include sales of automotive fuels or services (See Automobile Service Station; Gasoline Station; and Licensed Truck Stop Establishment).

CONVENIENCE FOOD AND BEVERAGE STORE, EXTENDED HOURS: A convenience food and beverage store as herein defined which is open for business any time during the period from 11:00 PM to 5:00 AM, including those businesses open for 24 hours. (See Gasoline Station and Licensed Truck Stop Establishment).

GASOLINE STATION: A business engaged primarily in retail sales of automotive fuels, which may or may not include automobile repair and service as an ancillary service. This definition

also permits the sale of convenience food or beverage and similar items in addition to gasoline sales. (See also Automobile Service Station; Convenience Food and Beverage Store; ~~and~~ Convenience Food and Beverage Store, 24 Extended Hours; and Licensed Truck Stop Establishment).

SECTION XII. B-2 COMMERCIAL DISTRICT

B. CONDITIONAL USES

11. Licensed Truck Stop Establishment

SECTION XIV. B-4 CENTRAL BUSINESS DISTRICT

B. CONDITIONAL USES

9. ~~Truck or transfer~~ Transfer terminal or freight house or bus garage and repair shop.

SECITION XVI. M-1 INTENSE COMMERCIAL - LIGHT INDUSTRIAL DISTRICT

A. PERMITTED USES

30. Licensed Truck Stop Establishment

	City of Decatur, Illinois		ZONING ORD. AMENDMENTS	
	PETITION FOR REZONING			
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>			
	Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196		424-2793 FAX 424-2728	

Please Type**SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION**

Petitioner	RAYMOND LAI, DIRECTOR OF ECONOMIC & COMMUNITY DEVELOPMENT				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	rlai@decaturil.gov
Property Owner					
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:	Amend Zoning Ordinance (Ordinance #3512, as amended)					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
The proposed amendments would prevent truck stops with video gaming terminals from undesirable locations and ambiguity in interpretation of Zoning Ordinance regarding truck stops, while in keeping with IL Video Gaming Act and City Ord. 2016-80.	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
"Licensed Truck stop Establishment" is not specifically defined in City's Zoning Ordinance. Ambiguity with similar terms may result in location of truck stops with video gaming terminals in undesirable locations away from interstate locations, particularly near interchanges. With the proposed amendments, the definitions will be clarified and appropriate zoning districts would be considered. This proposal would be in keeping with IL Video Gaming Act and City Ord. 2016-80.	

SECTION FIVE: CERTIFICATION		
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature	<i>Raymond Jui</i>	Date 8/10/18

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION II. DEFINITIONS

LICENSED TRUCK STOP ESTABLISHMENT: A facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, (iv) that in its entirety locates within one-half mile (or 2,640 feet) of the rights-of-way of existing interchanges along Interstate 72, or the interchange of U.S. Business Highway 51 and U.S. Highway 51, within Decatur City limits. and (v) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

AUTOMOBILE SERVICE STATION: Any building or structure used for the retail sale of any automobile fuels and lubricants from no more than six (6) pumps located on no more than three (3) bays and any combination of one or more of the following uses: (1) retail sale of new automobile parts, accessories, and supplies when ancillary to the repair and maintenance of motor vehicles; (2) all uses listed under the definition of Automobile Repair and service. Minor; and (3) minor repair and maintenance of automobiles and trucks not exceeding a 2-ton capacity, excluding there from all uses defined as Automobile Repair and Service-Major. Convenience items, such as snack foods and beverages, may be sold through vending machines and over-the-counter sales, provided they do not occupy more than 100 square feet of the indoor floor space of the establishment. (See Convenience Food and Beverage Store, Convenience Food and Beverage Store, Extended Hours, Gasoline Station, and Licensed Truck Stop Establishment).

CONVENIENCE FOOD AND BEVERAGE STORE: A retail establishment of 6000 square feet or less of enclosed area, typically offering groceries, carryout beer and wine, soft drinks, and snack foods. This definition includes those establishments which are open for business no earlier than 5:00 AM and no later than 11:00 PM. [See Convenience Food and Beverage Store, Extended Hours]. This definition does not include sales of automotive fuels or services (See Automobile Service Station; Gasoline Station; and Licensed Truck Stop Establishment).

CONVENIENCE FOOD AND BEVERAGE STORE, EXTENDED HOURS: A convenience food and beverage store as herein defined which is open for business any time during the period from 11:00 PM to 5:00 AM, including those businesses open for 24 hours. (See Gasoline Station and Licensed Truck Stop Establishment).

GASOLINE STATION: A business engaged primarily in retail sales of automotive fuels, which may or may not include automobile repair and service as an ancillary service. This definition

also permits the sale of convenience food or beverage and similar items in addition to gasoline sales. (See also Automobile Service Station; Convenience Food and Beverage Store; and Convenience Food and Beverage Store, 24 Extended Hours; and Licensed Truck Stop Establishment).

SECTION XII. B-2 COMMERCIAL DISTRICT

B. CONDITIONAL USES

11. Licensed Truck Stop Establishment

SECTION XIV. B-4 CENTRAL BUSINESS DISTRICT

B. CONDITIONAL USES

9. ~~Truck or transfer~~ Transfer terminal or freight house or bus garage and repair shop.

SECITION XVI. M-1 INTENSE COMMERCIAL - LIGHT INDUSTRIAL DISTRICT

A. PERMITTED USES

30. Licensed Truck Stop Establishment

STAFF REPORT

Decatur City Plan Commission

Hearing Date	September 4, 2018
Case No.	18-38
Proposal	Amendments to Zoning Ordinance (Ordinance #3512, as amended) regarding the addition of Truck Stops Facilities
Petitioner	Raymond Lai, Director of Economic and Community Development

BACKGROUND

The Illinois Video Gaming Act, 230 ILCS 40/1, *et seq.*, (the "Act") was signed into law in 2009, legalizing the operation of video gambling machines in "any licensed retail establishment where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises," including bars, truck stops, and fraternal and veteran organizations ("Establishments") throughout the state.

Specifically, Section 25 of the Act states "[a] person may not own, maintain, or place a video gaming terminal unless he has a valid terminal operator's license issued under this Act. A terminal operator may only place video gaming terminals for use in Illinois in licensed establishments, licensed truck stop establishments, licensed fraternal establishments, and licensed veterans establishments."

The term "Licensed Truck Stop Establishment" is as defined in the State of Illinois Video Gaming Act, 230 ILCS 40/5 *et seq.* and any successor statute.

Under the Act (230 ILCS 40/5), a "Licensed Truck Stop Establishment" is defined as a facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles.

"Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code.

However, "Licensed Truck Stop Establishment" is not specifically defined in our City's Zoning Ordinance. There are uses under certain terms (AUTOMOBILE SERVICE STATIONS; CONVENIENCE FOOD AND BEVERAGE STORES; CONVENIENCE FOOD AND BEVERAGE STORES, EXTENDED HOURS: AND GASOLINE STATIONS) that may be easily confused with or claimed to be similar to a conventional truck stop. Thus, there is a potential danger that "self-claimed" truck stops could be located in urbanized areas or neighborhoods of inner city, attracting heavy truck traffic which is considered detrimental to the condition of city streets. Also, they could operate under the disguise of those other uses and qualify for placement of video gaming terminals under the "Act".

DESCRIPTION / ANALYSIS

A conventional truck stop would typically be located near interstate highways, particularly adjacent to interchanges which allow easy access, high visibility, and convenient maneuvering for commercial motor vehicles and trucks. It generally occupies on larger acreage than a regular gas station with convenience store or an auto service station. Inner city or urbanized areas away from interstate highway interchanges are not conducive to ideal locations for truck stops.

In order to avoid heavy truck traffic along city streets, and to prevent ambiguity in interpretation of the Zoning Ordinance, and, considering the geography and layout of the City of Decatur as well as the scale of a typical truck stop, staff recommends that licensed truck stop establishments, as defined and clarified by the "Act", in its entirety be limited to locations within one-half mile (or 2,640 feet) of the rights-of-way of existing interchanges along Interstate 72, or the interchange of U.S. Business Highway 51 and U.S. Highway 51, within Decatur City limits. Further, it would only be allowed as a Conditional Use in B-2 Commercial District and a Permitted Use in M-1 Intense Commercial – Light Industrial District. In doing so, larger tracts of land have to be assembled to meet the minimum size of three (3) acres and the users are more likely to be commercial motor vehicles or trucks in the outskirts of the City. Additional review and considerations will have to be undertaken under Conditional Uses in B-2 District. Thus, the Zoning Ordinance has to be amended accordingly.

STAFF RECOMMENDATION

Staff recommends approval of the Zoning Ordinance amendments as proposed (see attachment).

PLAN COMMISSION ACTION

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendation to the City Council on amendments to the Zoning Ordinance. A motion to forward Case Number 18-38 to City Council with a recommendation of approval is suggested. The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

ATTACHMENTS

1. Petition
2. Mark-up of the proposed amendments

Excerpts from Plan Commission Meeting of September 6, 2018:

Case No. 18-38 Petition of RAYMOND LAI, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT, for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) regarding licensed truck stop establishments, video gaming parlors, and video gaming terminals, including but not be limited to Section II Definitions and Section XVI M-1 Intense Commercial-Light Industrial District.

It was moved and seconded (Myatt/Brinkoetter) to forward Case No. 18-38 to the City Council with a recommendation for approval as set forth in the staff report.

Mr. Ray Lai was sworn in by Mrs. Poland.

Mr. Lai discussed the case background and considerations along with the recommendation of staff.

The Illinois Video Gaming Act, 230 ILCS 40/1, *et seq.*, (the "Act") was signed into law in 2009, legalizing the operation of video gambling machines in "any licensed retail establishment where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises," including bars, truck stops, and fraternal and veteran organizations ("Establishments") throughout the state.

Under the Act (230 ILCS 40/5), a "Licensed Truck Stop Establishment" is defined as a facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles.

"Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code.

However, "Licensed Truck Stop Establishment" is not specifically defined in our City's Zoning Ordinance. There are uses under certain terms that may be easily confused with or claimed to be similar to a conventional truck stop. Thus, "self-claimed" truck stops could be located in urbanized areas or neighborhoods of inner city, attracting heavy truck traffic which is considered detrimental to the condition of city streets. Also, they could operate under the disguise of those other uses and qualify for placement of video gaming terminals under the "Act".

A conventional truck stop would typically be located near interstate highways, particularly adjacent to interchanges. It generally occupies on larger acreage. Inner city or urbanized areas away from interstate highway interchanges are not conducive to ideal locations for truck stops.

In order to avoid heavy truck traffic along city streets and to prevent ambiguity in interpretation of the Zoning Ordinance, staff recommends that licensed truck stop establishments be limited to locations within one-half mile of existing interchanges along Interstate 72, or the interchange of U.S. Business Highway 51 and U.S. Highway 51, within Decatur City limits. Further, it would only be allowed as a Conditional Use in B-2 Commercial District and a Permitted Use in M-1 Intense Commercial – Light Industrial District. In doing so, larger tracts of land must be assembled to meet the minimum size of three (3) acres and the users are more likely to be commercial motor vehicles or trucks in the outskirt of the City.

Staff recommends approval of the Zoning Ordinance amendments as detailed in the staff report.

There were no objectors present.

Upon call of the roll, Commission members Bruce Frantz, Bruce Jeffery, Jack, Myatt, Kent Newton, Tom Brinkoetter, Bill Clevenger and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Public Works

DATE: 9/10/2018

MEMO: 2018-47

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matt Newell, Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of Ray O'Herron Company, Inc. for the Parts and Installation to Upfit Six (6) 2019 Ford Police Interceptors.

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$55,010 for Upfitting two (2) 2019 Ford Police K-9 Interceptors and four (4) 2019 Ford Police Interceptors.

BACKGROUND:

The City of Decatur Police Department has Six (6) new 2019 Ford Police Interceptors on order that were approved by previous council action. Police vehicles come from the manufacturer without the standard equipment required by the Police Department that enables them to be used for police functions. This includes but is not limited to emergency lights, siren, prisoner and K-9 cage, console for controls and computer docking station.

In order to get these vehicles into service as quickly as possible, the City solicited bids from vendors to provide the required equipment and install it. The installation work has been performed by the Fleet Maintenance Section in the past, however, ongoing maintenance responsibilities can delay the installation which slows getting the vehicles into service. It is estimated that with the City performing the work by fitting it into normal duties performed by Fleet Maintenance, the upfitting will take 3-4 months. Using a vendor for this task will enable the vehicles to be in service within 1 month and will not detract from ongoing Fleet Maintenance operations.

It is proposed that the City Council approve the purchase and installation of equipment for upfitting six (6) new 2019 Ford Police Interceptors. The \$55,010 cost includes, \$42,042 to provide necessary equipment and \$12,968 for installation.

OTHER BIDDERS: The City received 2 bids for proposed work. Only one bid was determined to be responsible and responsive to the bid documents.

PRIOR COUNCIL ACTION: Council approved the purchase of Six (6) 2019 Ford SUV Police Interceptors in the amount of \$178,310.00 on August 6, 2018, Resolution No. R2018-98.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote the bid specifications based on Police Department requirements.

STAFF REFERENCE: Matthew Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance to answer any questions of the City Council on this item.

BUDGET/TIME IMPLICATIONS:
Funding for the expenditure is available in the FY2018 Fleet Maintenance Budget.

LEGAL REVIEW: There are no contracts for Legal to review.

ATTACHMENTS:

Description	Type
2018-47 Resolution Ray O'Herron Company, Inc.	Resolution Letter
2018-47 Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF RAY O’HERRON COMPANY, INC.
FOR THE PARTS AND INSTALLATION TO UPFIT SIX (6)
2019 FORD POLICE INTERCEPTORS**

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

Section 1. That the bid received for parts and installation to upfit six (6) 2019 Ford Police Interceptors, presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Ray O’Herron Company, Inc., in the amount of \$55,010, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Ray O’Herron Company, Inc., for their bid price of \$55,010.

PRESENTED and ADOPTED this 17th day of September 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Accessories for Ford Police K-9 Utility Vehicles				Ray O'Herron Co., Inc.			
Bid Date: August 10, 2018				Danville, IL			
Time: 4:00 p.m.							

TOTALS

\$9,755.00 \$19,510.00

Project Name: Accessories for Ford Police Patrol Utility Vehicles				Ray O'Herron Co., Inc.	
Bid Date: August 10, 2018				Danville, IL	
Time: 4:00 p.m.					
Description	QTY.	Unit	Unit Price	Total	
Accessories - Patrol Utility Vehicles (per vehicle)	4	vehicles			
Federal Signal light bar VAL51-1529940059	4		\$1,530.00	\$6,120.00	
Code 3 Z3 siren and light controller	4		\$668.00	\$2,672.00	
ES100C speaker and ESAB-U mounting bracket	4		\$135.00	\$540.00	
Secure idele lock out system	4		\$138.00	\$552.00	
FS headlight assembly - MPS652-RW and MPS652-BW	4		\$186.00	\$744.00	
Fed Signal FHL-CHG headlight	4		\$45.00	\$180.00	
Fed Signal FS416910-W tail light assembly	4		\$62.00	\$248.00	
Federal Signal FHL-tail tail light flasher	4		\$43.00	\$172.00	
Fed. Signal Lightbar ILS-1529935881	4		\$692.00	\$2,768.00	
Fed Signal MPS600U-RR & MPS600U-BB	4		\$178.00	\$712.00	
Cargo are dome light R/W with switch	4		\$47.00	\$188.00	
Jotto Desk #475-0304 partition	4		\$618.00	\$2,472.00	
Jotto Desk #475-0974 seat	4		\$1,159.00	\$4,636.00	
Jotto Desk #475-0300 bars & door panels	4		\$323.00	\$1,292.00	
Jotto Desk #475-2031 weapons rack	4		\$241.00	\$964.00	
Havis #C-VS-0810-INUT-PM console	4		\$372.00	\$1,488.00	
Jotto Desk 425-6164 console accessory	4		\$71.00	\$284.00	
Havis #C-ARM-103 armrest	4		\$74.00	\$296.00	
Havis #C-CUP2-I cup holders	4		\$27.00	\$108.00	
Havis #C HDM-204 pole	4		\$105.00	\$420.00	
Havis #C-MD-119 swing arm	4		\$194.00	\$776.00	
Cost to Install Accessories (per vehicle)	4		\$1,967.00	\$7,868.00	

TOTALS

\$8,875.00 \$35,500.00

Police Department

DATE: 9/10/2018

MEMO: Police Memo 18-54

TO: Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Billy Tyus, Interim City Manager
James E. Getz Jr., Chief of Police

SUBJECT: 2018 PBPA Local Collective Bargaining Agreement

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the attached resolution regarding the 2015-2019 PBPA Local labor agreement with the City of Decatur.

BACKGROUND:

The police unions current labor agreement expired on April 30, 2015. The parties have negotiated several years to reach a successor agreement. At this time, the bargaining teams have reached a tentative agreement on terms and the bargaining unit has ratified the agreement. Staff recommends the agreement now be approved by the City Council. Terms of the four (4)year and eight (8) month agreement include: annual across-the- board wages increases of 2 % for the first year of the agreement, 1.5 % for the second year of the agreement, 2.25 for the third and fourth year of the agreement, and 2.5 % for the last year of the agreement; a change in cap of on increases in annual employee health insurance premium contributions from 7.5% to 8.5 % in 2018; a change in the sergeant promotional process; voluntary cashing out of unused holidays; the addition of random drug testing; a change in purchase of personal body armor for officers; and various other changes in language. A change in residency requirements could not be reached by the parties and the item is set to go to arbitration.

PRIOR COUNCIL ACTION: Council Authorized the last PBPA Contract which began in May of 2012.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

The attached agreement has been reviewed by the Assistant Corporation Counsel of the

City’s Legal Department assigned to Police contract negotiations.

STAFF REFERENCE: Billy Tyus, Interim City Manager James E. Getz Jr., Chief of Police

BUDGET/TIME IMPLICATIONS:

This is a four year and eight -month agreement expiring on December 31, 2019. Budgeting for this agreement will span for the 2018 and 2019 fiscal years.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
2015-2019 PBPA CBA	Backup Material

RESOLUTION NO. R2018-_____

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT
PAY AND BENEFITS
DECATUR POLICE BENEVOLENT AND
PROTECTIVE ASSOCIATION LABOR COMMITTEE**

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

Section 1. That the Collective Bargaining Agreement presented to the City Council herewith between the City of Decatur, Illinois, and the Decatur Police Benevolent and Protective Association Labor Committee for Police Officers' salaries and benefits effective May 1, 2015 through December 31, 2019 be, and it is hereby, received, placed on file and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Collective Bargaining Agreement on behalf of the City.

PRESENTED and ADOPTED this 17th day of September 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Collective Bargaining Agreement

between the

**DECATUR POLICE BENEVOLENT
AND PROTECTIVE ASSOCIATION
LABOR COMMITTEE**

and the

CITY OF DECATUR, ILLINOIS

May 1, 2015

through

December 31, 2019

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MEMORANDUM OF UNDERSTANDING

DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE

CITY OF DECATUR, ILLINOIS

This Agreement is entered into between the City of Decatur, Illinois, hereinafter referred to as CITY and, Decatur Police Benevolent and Protective Association Labor Committee, hereinafter referred to as UNION, the same being signed on behalf of the City by its City Manager and on behalf of the Union by its President.

ARTICLE 1

GENERAL

Section 1. This Agreement is entered into for the purpose of promoting harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and to promote the morale, rights, privileges and well being of the employees of the Classified Police Service setting forth the mutual understanding of the parties as to the wages, hours and other terms and conditions of employment for whom the employer has recognized the Union as the exclusive bargaining representative.

Section 2. All persons in the Classified Police Service shall regard themselves as employees of the public and are to be governed by the highest ideals of honesty and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time Police Patrol Officers and Police Sergeants in the classified police service for the purpose of bargaining with respect to salaries, wages, hours and conditions of employment. The Union expressly acknowledges that it is not the bargaining agent for the positions of Lieutenant, Deputy Chief and Police Chief, said positions having duties and responsibilities that are supervisory in nature and different from those of Patrol Officer or Sergeant and the job descriptions, with the effective dates thereof, of Lieutenant and Deputy Chief being attached hereto, and the Union further acknowledges that occupants of said positions are not subject to the terms and conditions of this Memorandum of Understanding nor are the responsibilities thereof subject to any duty to bargain.

Section 4. Notice. All notices to the Union referenced in the Collective Bargaining Agreement shall be given to the Union President or a member of the Union Executive Board, and

all notices to the City referenced in the Collective Bargaining Agreement shall be given to the Chief of Police, or his designee, and the Assistant City Manager for Administration. The Union shall notify the City in a timely manner of any personnel changes to the Union Executive Board and the Office of the President, and the City shall notify the Union in a timely manner of any personnel changes in the positions of Chief of Police and Assistant City Manager for Administration.

ARTICLE 2

PLACE OF RESIDENCE

The Residency article remains open. The parties have agreed to all of the provisions of the Labor Agreement with the exception of the Residency article. The Residency article will be subject to interest arbitration before a neutral arbitrator selected by the parties. In order to afford employees salary increases included in the agreed upon provisions prior to resolution of the Residency article, the parties have agreed to implement the remainder of the provisions of the Labor Agreement upon ratification of the membership and approval by the City Council of the City of Decatur. The below language will remain in effect until the Award of the Arbitrator. After a final decision of the Arbitrator, subject to any review, the Labor Agreement will be updated to reflect the Arbitrator's decision, if appropriate, on the Residency article.

Section 1. (a) Persons appointed to positions in the classified police service prior to May 1, 2013 shall reside within forty (40) miles of the corporate limits of the City of Decatur. Persons appointed to positions in the classified police service May 1, 2013 and thereafter shall reside within the corporate limits of Macon County, or within the corporate limits of any municipality extending into Macon County. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period. All non-probationary officers residing outside said residency requirement and employed by the City on April 30, 1997 shall not be required to comply with said residency requirement.

(b) Officers who are assigned to K-9 duty by order of the Chief of Police shall reside within Macon County, or meet the residency requirement defined in Section 1 (a) of this article, whichever is more restrictive, for the period during which said officers are so assigned.

Section 2. In the event that an employee cannot report for duty at the assigned time, for any reason related to the location of the employee's place of residence if such is not in Macon County, the employee may call an on-duty command officer to request an emergency holiday if the employee has accumulated holiday time sufficient to cover the duty day or time of delay in reporting to work. The request will be granted, if at the time of the request, the affected shift or unit has staffing sufficient to provide police service at the level required by the anticipated workload for that time period.

If, in the opinion of the command officer on duty at the time of the request, the anticipated workload is such that adequate police service cannot be provided with the reduced staffing caused

by the employee's inability to report for duty, or if the Department must provide hireback staffing to meet workload requirements, the employee who fails to report to duty will not receive pay for any time away from duty while the workload conditions remain such that the employee's duty status is required.

If the holiday request is denied by the on-duty command officer, the request will be forwarded to the Chief of Police for final pay status determination

ARTICLE 3

UNION SECURITY

Section 1. Upon written authorization by an employee filed with the Director of Finance thereof, the City shall deduct from the wages or salary of such employee such sum as is certified by the Treasurer of the Union as initiation fee, assessment, and monthly union dues, which sum so deducted shall be delivered to the Union Treasurer on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him or such check is not large enough to satisfy said deductions, no deduction shall be made from the wages or salary of such employee for that month.

Section 2. Upon written authorization by an employee filed with the Director of Finance, the City shall deduct from the wages or salary of such employee such sum as is certified by the City or the Treasurer of the Union as premium payment for enrollment in the City or Union dental and/or vision insurance plans. The deductions shall be made on a twice- per-month basis.

Section 3 (a). Although it is agreed that union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee covered by this Agreement employed before the date of this Agreement, except as provided in sub-paragraph (b) hereof, who has become a Union member or becomes a Union member at any time during the term of this Agreement, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein for withdrawal of membership).

(b). An employee hired after the date of this Agreement and covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in Section 3(a) above.

(c). Every employee who is a member of the Union shall have the right to withdraw from membership with notice to the Union and the City.

Section 4. The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4

INTERRUPTION OF DUTY

Section 1. While this memorandum is in effect it is understood that there shall be no strike, lock out, slow down, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the police service

ARTICLE 5

HOURS OF DUTY AND OVERTIME

Section 1. Hours of duty of employees in the classified police service shall be established so that the average weekly hours of duty in any year other than hours during which members are summoned to or kept on duty shall not exceed 40 hours. Duty hours shall be served by the use of shifts defined as follows:

First Shift	6:00 a.m. to 2:33 p.m. and 6:45 a.m. to 3:18 p.m.
Second Shift	2:00 p.m. to 10:33 p.m. and 3:00 p.m. to 11:33 p.m.
Third Shift	9:27 p.m. to 6:00 a.m. and 10:27 p.m. to 7:00 a.m.
Street Crimes Unit	10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.
Professional Standards	7:30 a.m. to 3:30 p.m.

Section 2 (a). Officers may be assigned to a Monday through Friday work schedule for teleserve assignment or position mutually agreed upon by City and Union, at the direction of the Chief of Police.

(b). Employees assigned to the Street Crimes Unit Shifts shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, or as otherwise agreed to by the Chief of Police and the officers involved. Shift hours for the Street Crimes Unit shall be 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.

(c). The Department, as staffing permits, shall allow officers to be off on holiday and/or vacation leave on each of the shifts listed herein. The denial of holiday and/or vacation leave shall not be arbitrary.

(d). Employees assigned to the Professional Standards Division shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, during the hours of 7:30 a.m. to 3:30 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 3. Assignments to the Street Crimes Unit Shifts shall be made by the Chief of Police from a list of volunteers; provided that, if an insufficient number of volunteers are available, the Chief of Police may assign the least senior employees, in the order of increasing seniority, until such shift staffing requirements as determined by the Chief of Police are met.

Section 4. Vacancies on shifts will be filled from a list of officers who request transfer assignments to the shift. Assignments will be made by Department seniority order. The list will be effective for six months from the date of the first posting of the personnel memorandum. A new list will be established during the six month period only if too few officers have requested transfer on the current list to fill immediate vacancies.

Section 5. Not less than two nor more than ten uniform patrol units, commonly referred to as "early cars," may begin their tour of duty up to one hour before the regular shift. Officers may volunteer for this duty or it will be assigned by inverse seniority.

Section 6. The Chief of Police may organize the Criminal Investigations Bureau of the Police Service such that the officers assigned thereto are required to report to duty at hours and on days different from those in effect for uniform patrol officers. The Chief of Police, in so doing, shall assign each such employee a regular duty schedule consisting of five consecutive eight hour days, such schedule being either Monday through Friday, Sunday through Thursday or Tuesday through Saturday, with hours to be determined by the Chief of Police. No such employee shall be required to report to duty, other than for emergency call in purposes, earlier than 7:00 a.m. or later than 4:00 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 7. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

(a). The department may make rules not in conflict with this agreement regarding Overtime.

(b). Overtime authorized for training shall be paid for at one and one half the regular rate of pay of the respective employee. Officers shall be reimbursed for travel, lodging, meals and other justified expenses for training outside Macon County in accordance with the practice in effect as of May 1, 1997.

(c). An employee called to duty, as distinguished from an employee who is held over beyond the quitting time of his regular shift, shall receive overtime pay for the authorized time actually served but for not less than a minimum of two hours. When an employee is required to report for duty one hour or less prior to the time his/her regularly scheduled shift commences, he/she will be paid time and one-half for only the actual time worked prior to commencing his/her regular shift.

(d). Overtime shall accrue and be computed in increments of one-tenth hour and shall be subject to department rules. Time recorded within a one-tenth hour increment which is three (3) minutes or less shall relate back to the last full one-tenth hour mark; time recorded within a one-tenth hour increment which is four (4) minutes or more shall relate forward to the next full one-tenth hour mark. That is, if any employee works three (3) minutes or less of overtime, no overtime shall be recorded as having been worked; whereas if the employee works four (4) minutes through nine (9) minutes of overtime, he will be recorded as having worked one-tenth hour of overtime.

(e). When an employee is required to attend court commencing at a time other than during his regular shift, said employee shall be paid overtime not less than two hours per day, such overtime to be paid at time and one-half the regular rate of pay of the respective employee for time actually served in court or when an employee is required to attend court commencing at a time during his regular shift and such attendance extends beyond the end of said shift, such shall be considered the same as being held over beyond normal quitting time as provided in sub-paragraph (d). When an employee is required to attend court one hour or less prior to the time his regularly scheduled shift commences, he will be paid time and one-half for only the actual time served in court prior to commencing his regular shift.

(f). When an employee is recalled to court or required to return to court later in the same day, said employee shall be paid overtime not less than one hour and such overtime shall be paid at time and one-half the regular rate of pay of respective employees.

(g). When an employee is required to attend court commencing on his regularly scheduled days off, while on vacation leave or on holiday leave (when the leave is scheduled thirty (30) days in advance), said employee shall be paid a minimum of four (4) hours at an overtime rate and shall also be paid for all hours spent in court beyond the four (4) hour minimum at an overtime rate.

(h). Officers required to work overtime may elect to receive compensatory leave time in lieu of pay at the rate of one and one-half (1 ½) hours leave for each hour of overtime worked. The election to take compensatory leave time shall be given to the officers shift commander in writing prior to the end of the pay period in which said overtime was worked. Such leave shall be taken at the convenience of the employee and the Department in the same manner that holiday time is taken and shall be taken during the annual period of May 1 to the following April 30 in which it was accrued. If such leave is not taken during said annual period, any and all such time remaining on the books upon the commencement of the last pay period in said annual period shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's Retirement Health Savings (RHS) account. Upon the commencement of the last pay period in each said annual period such accrued time shall not be available to the employee for cash or time off. Overtime worked during the last full pay period of said annual period and thereafter shall be compensated by pay or compensatory leave during the succeeding annual period of May 1 to the following April 30. Accumulation of compensatory time shall be limited to no more than 80 hours per employee at any given time. Overtime hours worked beyond that shall be paid at the overtime rate, and not eligible for conversion to compensatory time. Officers may request compensation for any accrued compensatory time off at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

Section 8. The City may establish a policy by departmental rule that witness fees be claimed by police personnel for court appearances. If such is so established, police personnel when appearing at court shall properly claim said witness fees and upon payment thereof shall pay the same over to the City.

If an employee is subpoenaed concerning a case which involved his work as an employee of the classified police service and said employee is paid a witness fee, that witness fee shall be turned over to the City before the employee will be paid authorized overtime for said appearance.

Section 9. If an employee is required to appear in court outside Macon County on a day he is not regularly scheduled to work, he shall be paid for approved travel time in addition to actual court time, said court time not to exceed 8 hours. The City may, with the mutual agreement of the employee and Chief of Police, reschedule off-duty days so that such out-of-county court appearances fall on regularly scheduled duty days.

Section 10.

(a). General

For the purpose of this contract the term "Hireback" shall be used to designate a process used by the Chief of Police for assigning officers to work overtime for special projects. This does not apply to the general overtime process as delineated in Section 7 of this Article. The hireback process shall be used in assignment of officers for Special Events and Special Departmental Operations, i.e., Rat Packs, DUI Program and Gang Suppression.

(b). Special Event Hireback List

(1) The Chief of Police shall establish a "Hireback Procedure" for assigning officers to work all City of Decatur sanctioned special events. For the purpose of this contract a special event is considered to be sanctioned when approved by the City Manager and the Chief of Police for the deployment of police personnel in a hireback status.

(2) All officers of the Decatur Police Department who have been certified for solo patrol duties shall be eligible for hireback for the staffing of special events. If an officer does not wish to be considered for assignment, he/she may submit a letter to the Chief of Police requesting not to be considered for special event hireback. The Chief of Police may also remove officers from consideration as a result of disciplinary action. In all cases, removal from hireback consideration will remain in effect for a period of one year unless reinstatement is authorized by the Chief of Police.

(3) The designated event coordinator shall distribute an event's sign up sheet to each officer thirty days or more prior to the event. To be eligible for hireback work, officers must sign up for a minimum of two slots. The event coordinator shall assign one slot per officer according to departmental seniority until all requested slots are filled. If slots are still available, the coordinator shall fill these slots based on inverse seniority until all slots are filled.

(c). Special Operations Hireback List:

(1) The Chief of Police or his designee shall establish a "Hireback Work List" for all officers who wish to participate in departmental authorized special operations. All officers certified for solo patrol duties shall be eligible for assignment to the work list.

(2) The Chief of Police or his designee shall post notice for the establishment of the hireback work list. Officers interested in working these assignments are required to make a written request to the Chief of Police or his designee. The list will be good for a period of one (1) year from the date of posting. Assignments from this work list shall be made at the discretion of the operation coordinator(s) and based on the officer's suitability for the specific assignment; suitability shall be determined by the performance of said employee during one or more previous such assignments. Officers may, after making written request, be added to the list at any time while the list is in effect. After one year without selection for an assignment, or upon being informed by an operations coordinator that he/she is not suitable for further assignment, an employee may request a conference with the Chief of Police and the union president and seek an explanation. The Chief shall meet with the officer involved and the union president within a reasonable time following such request, but the Chief shall retain complete discretion to resolve the matter in the best interests of the Department and said officer's decision shall not be subject to arbitration.

(3) Emergency Response Team operations and general call outs of a shift or department level are exempt from overtime hire-back scheduling and shall be conducted at the discretion of the Chief of Police.

ARTICLE 6

SALARIES AND WAGES

Section 1 (a). The salaries and wages set out in Exhibit A for the respective classified positions in the police service represented by the Union shall be effective May 1, 2015.

(b). The salaries and wages set out in Exhibit B for the respective classified positions in the police service represented by the Union shall be effective May 1, 2016.

(c). The salaries and wages set out in Exhibit C for the respective classified positions in the police service represented by the Union shall be effective January 1, 2017.

(d). The salaries and wages set out in Exhibit D for the respective classified positions in the police service represented by the Union shall be effective January 1, 2018.

(e). The salaries and wages set out in Exhibit E for the respective classified positions in the police service represented by the Union shall be effective January 1, 2019.

(b). It is understood that employees who have retired after May 1, 2015 and before the effective date of this agreement shall be entitled to retroactive pay at the rates set out in Exhibits A, B, C, and D, as applicable.

Section 2. Those employees in the police service who have occupied position classifications as set out in Exhibit A for not less than five years shall receive longevity pay, in addition to the wages set out in said Exhibit A as provided in section 3 hereof, according to the following schedule:

Employees with not less than 5 years but fewer than 10 years - 2%

Employees with not less than 10 years but fewer than 15 years - 4%

Employees with not less than 15 years but fewer than 20 years -	6%
Employees with not less than 20 years but fewer than 25 years -	9%
Employees with not less than 25 years -	12%

For patrol officers, the additional percentage referred to herein shall be that percentage of a patrol officer's salary at Step (6) or Step (7), as applicable, as shown in said Exhibits A, B, or C etc. for the applicable year, and shall be paid pro rata biweekly. For sergeants, the additional percentage referred to herein shall be that percentage of a sergeant's salary at Step (2) as shown in said Exhibits A, B, or C etc. for the applicable year and shall be paid pro rata biweekly.

Section 3. Those employees in the police service, excluding probationary employees in the field training phase accompanied by a Field Training Officer (FTO), shall receive \$.25 per hour in addition to the wage set out in Exhibits A, B, and C for each hour worked between 7:00 p.m. and 7:00 a.m. Probationary employees in the Field Training phase that involves continuous assignment to a Field Training Officer will receive \$.25 per hour in addition to the set wage, regardless of the shift assigned, during the FTO training phase. Upon solo patrol assignment, the employee shift differential pay will coincide with hours worked between 7:00 p.m. and 7:00 a.m.

Section 4. The salary and wage applicable to police patrol officers shall be increased by 10% for such officers who are assigned to the Investigations Bureau by order of the Chief of Police for the period during which said officers are so assigned. The salary and wage applicable to police sergeants shall be increased by six hundred dollars (\$600) annually, prorated and payable biweekly, for such sergeants who are assigned to plain clothes duty in the Investigations Bureau by order of the Chief of Police, for the period during which said officers are so assigned.

Section 5. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are designated as Master Patrol Officers by order of the Chief of Police for the period during which said officers are so assigned, per Police Department policy A-11, entitled "Master Patrol Officer Selection Process". The employer agrees to meet and confer with the union regarding minor policy changes, e.g., the addition or deletion of a single evaluation criterion, and the union agrees to waive any right to demand formal mid-term bargaining regarding such minor policy changes.

Section 6. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are assigned to K-9 duty by order of the Chief of Police for the period during which said officers are so assigned. An officer assigned K-9 duty shall use the last half hour of each work day (including K-9 training days) to provide the proper care and maintenance of the K-9.

Section 7. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall require the payment of overtime or other premium pay more than once for the same hours worked, except that the K-9 officers are entitled to retain their 5% K-9 pay differential in addition to any other premium pay to which they are entitled.

Section 8. An officer required to work out of classification and instead perform the regular duties of a higher classified rank for a period in excess of five (5) days, but not including any such periods worked for training purposes, shall receive the base rate of pay for said higher rank for all days so worked if such pay is in excess of said officer's current salary.

Section 9. Any officer actively performing the duties of a Field Training Officer shall receive an amount equal to one hour's pay at time and one half for each day the officer performs the duties of a Field Training Officer (FTO) with a probationary employee, or with a non-probationary employee being retrained at the direction of the Chief of Police in regards to the patrol function, in excess of 5 consecutive work days. FTOs providing training to non-probationary employees at the direction of the Chief of Police for 5 consecutive days or less will not receive any additional compensation for performing those duties. It is understood that the one hour's pay at time and one half is in addition to any overtime pay earned pursuant to other provisions of this contract. No more than one FTO per probationary or non-probationary officer will be eligible to receive training compensation pay during anyone work/training shift.

Section 10. The City shall offer employees the option of participation in the "cafeteria plan", currently offered by the City as permitted by Section 125 of the Internal Revenue Code. Participation by an employee shall be on a voluntary basis. Information regarding said plan will be made available to any officer upon request to the Risk Management Division.

ARTICLE 7

VACANCIES AND PROMOTIONS

Section 1. Vacancies in the classified police service of the city shall be filled and promotions in said service made according to the rules of the Civil Service Commission and applicable provisions of the Civil Service Law for Cities. The City shall notify the Union of any proposed change in the rules of the Civil Service Commission not less than 30 days prior to the consideration and adoption of said change by the Commission.

Section 2 (a). The City agrees to notify the Union of any promotional examinations or any assignment openings, and listed or recommended study materials for such written examination, if any, not less than 45 calendar days prior to the examination or 10 calendar days prior to the filling of the assigned position, as the case may be.

(b). The City shall make all assignments based on articulable facts related to officer performance, experience in the assignment area, work evaluations and seniority. Such facts shall be articulated to any officer applying for an assignment after the assignment has been made, upon written or verbal request for same. An officer may be accompanied by a Union executive board member when learning of the facts regarding such assignment, but said Union executive board member may only listen and observe and may not participate in the discussion.

Section 3. Employees taking Civil Service promotional examinations shall have the right to review the correct answers and their scores on all portions of such examinations in accordance with the rules of the Civil Service Commission, provided that the identity of the individuals grading the oral portions of the examinations shall not be disclosed.

Section 4. The following procedure will govern all promotional processes for Sergeant:

(a). All examinations shall relate to the knowledge, skills and abilities necessary to perform the critical and essential functions of the position applied for. Eligibility for promotion to the position of Sergeant shall be based on:

- 1) Oral examination 25%;
- 2) Written examination 50%;
- 3) Evaluation of work record 20%;
- 4) Seniority (0.25% for each year of service to 20 years) 5%.
- 5) Military credit may be applied as prescribed by statute.

(b). Oral Examination

The oral examination shall constitute 25% of the final grade. The oral examination shall consist of ten (10) questions to be determined by the Chief of Police. All applicants shall be given the same ten questions and all questions will be based on the critical and essential job functions for the position of Police Sergeant. Each question shall have a value of 2.5 points with the total value of the examination to be 25 points. Oral interviews shall be audio and video recorded and shall be conducted and graded prior to the giving of the written examination. The candidates shall be notified of their scores on the oral examination prior to being given the written examination. If requested within five (5) business days of the posting of the oral exam results, the City shall provide a copy within five (5) business days of the videotape and correct answers of the oral exam to the candidate as requested, at the Union's expense.

(c). Written Examination

The written examination shall constitute 50% of the final grade. The written examination shall consist of three (3) parts.

The first part shall test English/analytical skills and shall be worth 25% of the overall written exam score. The second part of the exam shall test written communication skills and shall be worth 25% of the overall written exam score. Together, the first two parts of the exam shall constitute 50% of the overall written exam score, with each part equally weighed.

The third part of the written examination shall test the applicant's knowledge of selected City of Decatur Ordinances and Decatur Police Department Policies and Procedures. This portion of the exam shall consist only of multiple-choice, true/false, and fill in the blank questions. This part of the exam shall constitute 50% of the overall written exam score.

All parts of the written testing procedure shall be proctored and scored by a third party, to be determined by the City prior to the posting of the promotional opportunity. Once the tests are scored, the results shall be provided to the City's Human Resources Division, in addition to the Union. If requested within five (5) business days of the posting of the written examination results, candidates shall be provided their answers and the correct answers for the written exam.

The exam proctor must have qualifications equal to a Ph.D. with teaching experience in English Communications.

(d). Evaluation of Work Record.

The work record scoring for this examination shall be based on an average of the employee's three (3) most recent full-year Civil Service Annual Performance Evaluations, and commendations and reprimands over the four year period of most recent active duty for the employee. Performance Evaluations filed with the Human Resources Division as of the date of posting of the promotional opportunity will be included in work record scoring. For purposes of this subsection, a "full year" is defined as an annual evaluation period in which the employee is absent from duty and/or on restricted duty status no more than 25% of the total time.

Performance Evaluations:	15 points (maximum)
Commendations/Reprimands:	5 points (maximum)
Total Work Record Score:	20 points (maximum)

Performance Evaluation Scoring shall be as follows. Scoring will be based on the following five (5) performance criteria found on the *Civil Service Commission Annual Performance Evaluation Report*:

1. Initiative
2. Quality of Work
3. Job Knowledge
4. Customer Focus
5. Judgment & Decisions.

The employee's performance ratings on each of the above 5 criteria will be assigned values in whole numbers from 1 to 15 for each of his or her three (3) most-recent performance evaluations, with 1 for the lowest "Unsatisfactory" rating on each criterion to 15 for the highest "Outstanding" rating. The average value on each criterion will then be calculated using the employee's three most-recent evaluations. All average values will be rounded to the nearest whole number, where fractions of .50 or more will be rounded up. The rounded three-year average value for each criterion will then be assigned "points" as follows: no (0) points for an average value of 1 to 9, one (1) point for an average value of 10 to 11, and three (3) points for an average value of 12 to 15. The points earned for the 5 criteria will then be totaled, and this sum, ranging from a minimum of zero (0) to a maximum of fifteen (15) points, shall constitute the employee's Performance Evaluation score.

Commendations/Reprimands Scoring shall be based on the prior four years with the exception of shift commendations/shift and division reprimands which shall be based on the prior year. Commendations and reprimands will only be considered if issued 30 calendar days prior to the date of posting of the promotional opportunity.

Shift/Division Commendation	0.5 points
Department Letter of Commendation	1.0 points
Meritorious Award/ Award of Valor	1.5 points
Award of Valor	2.0 points
Shift/Division Letter of Reprimand	minus 0.5 points
Department Letter of Reprimand	minus 1.0 points
Any Suspension of 1 to 3 days	minus 1.5 points
Any Suspension of four or more days	minus 2.0 points

(e). Seniority Points

Seniority points shall be calculated as of the date of the application deadline.

(f). Military Credit

Persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country shall receive preference for promotion to positions in the classified service in the manner provided in 65 ILCS 5/10-1-16, and as such statutory provision is hereafter amended or re-codified. Such preference shall be in addition that otherwise provided therein and not in lieu thereof.

For purposes of this section, "time of hostilities with a foreign country" shall mean any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential order.

A person taking the promotional examination who qualifies under applicable provisions of the statutes of the State of Illinois for a military preference, in order to receive such preference, shall request in writing that he or she be granted such preference and shall at the same time submit proof of military service in such form as shall be applicable. The written request for the preference and the proof of military service shall be submitted to Human Resources by the application deadline.

(g). Education Credit

Persons who have earned a university or college degree or completed credit hours at an accredited institution of higher learning such as a university, college or junior college shall receive

preference for promotions to positions in the classified service in the same manner as such preference is awarded for military service and in the amounts set out herein:

Associates degree, or sixty (60) college credit hours	2.5 points
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Bachelors degree	5.0 points
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Five (5.0) points is the maximum total number of points that may be awarded.

The written request for, and proof of, education credit shall be submitted to Human Resources by the application deadline.

(h). Police officers must have worked seven (7) years as a sworn officer as of the date of the application deadline to be eligible to take the Sergeant examination. Up to two (2) years of service as a full time sworn officer in another jurisdiction will be counted toward the (7) seven years.

(i). Violations of the application of the express provisions hereof may be grieved and arbitrated pursuant to Article 20, and the remedy for any such violation may include the adjustment of an applicant's placement on the promotional list. It is agreed, between the City and the Union, that any challenges to the correctness of any question or questions shall be determined in the following manner:

Any officer who wants to challenge his or her answer or score on any portion of the promotional exam shall provide in writing a challenge to any specific question or questions to the Administrative Operations Deputy Chief, or designee, within fifteen (15) business days of the posting of the results of the portion of the exam/score in question. The challenging officer shall be afforded the opportunity to meet with the Administrative Operations Deputy Chief, or designee, within five (5) business days of the challenge to remedy the challenge. If the officer is still not satisfied with the results, the officer shall within five (5) business days of that decision notify the Administrative Operations Deputy Chief, or designee, in writing that he or she would like the issue resolved by a three person arbitration panel. The panel shall consist of the Chief of Police or designee, Union President or designee and a third party to be determined by agreement between the City and Union Executive Board. The decision of the panel shall be final.

All challenges to questions utilized in the testing process shall be determined on the basis of the operational policy or procedure utilized in the Department at the time the test was given.

ARTICLE 8

REDUCTION IN PERSONNEL

Section 1. When the number of persons authorized to a position classification in the classified police service is reduced, the employee with the least seniority in such position classification shall be the first to be reduced in rank or removed from the service if no reduction

in rank is possible. When the number of persons authorized to the classified police service is reduced, the employee with the least seniority in the classified police service shall be the first to be removed from the service.

A person reduced in rank shall receive the salary of the reduced rank. A person removed from service shall be considered furloughed without pay. If any position vacated, displaced or abolished because of reduction of force is filled or reinstated, the person last reduced in rank or furloughed from such position as the case may be if otherwise qualified shall be the first person restored or reinstated in such position. When such positions are to be filled or reinstated, notice to the eligible persons shall be given by registered mail at the address filed by said person with the Department. Written application for reinstatement must be made by the person seeking restoration to rank or reinstatement within fifteen (15) days from the date such notice was mailed to said address. A person seeking reinstatement from furlough may be required to submit to examination by physicians of the Civil Service Commission and the police pension board, or either of them, to determine the physical fitness of such person.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. Upon just cause connected with or reflecting upon the public service, an employee may be administratively disciplined by an oral reprimand, a written reprimand or suspension. An employee shall be entitled to comment upon any oral reprimand that is placed on record in the shift commander's file in the space provided for same on the card containing such reprimand, and such reprimand and any comments thereon shall also be forwarded immediately to the Chief if so requested by the employee or a commanding officer as noted on said card.

Section 2. Reprimand shall be done in such manner as not to embarrass the employee before other employees or the public.

Section 3. Suspensions, and discharge or removal from the classified service shall be in accordance with the ordinances of the City, the rules of the Civil Service Commission and the applicable provisions of State Law with regard to Civil Service Law for Cities, except as modified by the provisions of Article 9 and Article 20 hereof.

Section 4. On an employee's anniversary date, no less than one year after disciplinary action is taken, upon said employee's request the Chief will review said employee's work record. If the problem or deficiency that was the cause of the disciplinary action has not recurred, the Chief will submit a letter to the personnel file so indicating.

Section 5. An employee receiving a suspension may, upon written notification to the Chief of Police and prior to the commencement of such suspension, elect to use any accumulated vacation, compensatory time or holiday leave for the duration of such suspension. If an employee elects to use accumulated vacation, compensatory time or holiday leave in lieu of suspension

without pay, the employee waives his/her right to a hearing before the Civil Service Commission or before an arbitrator pursuant to Article 20.

Section 6. Conduct of Investigations

The City shall abide by the provisions of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20.

(a). The City shall observe the following time limits with regard to disciplinary matters:

(1) An officer shall be notified of any investigation or citizen's complaint regarding the officer's conduct or actions within ten (10) duty days of said complaint unless notification would compromise the investigation.

(2) Any officer under investigation shall be provided with a written copy of any oral statement made by such officer within five (5) of the interviewer's duty days from the time such statement was made.

(3) The City shall provide both the officer and the Union all information obtained from the investigation at least five (5) business days prior to any termination hearing.

(4) All grievances filed under Article 20 of the Agreement which challenge disciplinary actions imposing suspension of ten (10) days or more, or termination, may be heard under the expedited procedure described in Exhibit D hereto, but only if the Union so notifies the City, in writing, not later than the end of the fifth (5th) business day following the notice to the employee of the discipline to be imposed, as set out in said Article 20; provided that, no arbitration hearing involving charges which are also the subject of a criminal prosecution may be conducted prior to the termination of said criminal proceedings.

(b). Failure to meet the time limits set out in subparagraph (a) shall not prohibit the City from imposing discipline for the offenses involved.

Section 7. Photo Dissemination

No photo of an employee under investigation shall be made available to the media prior to a criminal conviction or prior to an arbitrator's decision or Civil Service Commission decision.

Section 8. Compulsion of Testimony

The City shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

Section 9. Polygraph

No employee shall be disciplined for refusing to take a polygraph exam and the results of

such an exam shall not be admissible as evidence in proceedings before an arbitrator or the Civil Service Commission.

Section 10. Media Information Restrictions

Unless a preliminary criminal offense report has been filed, and to the extent required by law, the identity of an employee under investigation, or the contents of the investigation, shall not be made available to the media unless a decision has been rendered by an arbitrator or the Civil Service Commission.

Section 11. Officers assigned to special assignments, may not be removed for discriminatory, arbitrary or capricious reasons, nor as discipline for incidents not related to the duties of those positions. If an officer is removed for disciplinary reasons related to the duties of those positions, but not including performance, efficiency, or cost, such removal shall be subject to the grievance and arbitration provisions in Article 20 of this agreement.

Section 12. File Inspection

The City shall abide by the provisions of the Personnel Record Review Act (820 ICS 40/I et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20. It is agreed that any material not available for inspection shall not be used in violation of said statute.

Section 13. Use and Destruction of File Material

A finding of a sustained violation with no disciplinary action taken may be used for a period of time not to exceed one (1) year and shall thereafter be removed from the employee's disciplinary history and shall not be used in support of, or as evidence of, adverse employment action.

Unfounded or unsubstantiated internal investigations will not be included in an officer's personnel file but may remain part of his or her personnel record. Un-investigated, unfounded or unsubstantiated internal investigations shall have no bearing whatsoever on any adverse employment action against officers and shall have no bearing on an officer's performance evaluation(s).

Information relating to a traffic accident involving a City vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening traffic accident involving a City vehicle. If there is a subsequent traffic accident the two year period shall run from the date of the most recent accident and any prior accidents not already removed from the file may be used and/or considered in employment actions. In no event shall any prior incident five (5) or more years old be used or considered in any employment action unless the incident involves a criminal violation that remains within the applicable statute of limitations.

All information, documents, reports, etc. removed from an officer's file shall be turned over to the officer.

ARTICLE 10

VACATIONS

Section 1. The length of annual vacations with pay for employees in the classified service shall be as follows:

(a). After completion of one year of continuous service uninterrupted by resignation or discharge, two weeks.

(b). After completion of seven years continuous service uninterrupted by resignation or discharge, three weeks.

(c). After completion of fourteen years continuous service uninterrupted by resignation or discharge, four weeks.

(d). After completion of twenty years continuous service uninterrupted by resignation or discharge, five weeks.

(e). After the completion of twenty-five years continuous service uninterrupted by resignation or discharge, six weeks.

Section 2. For purposes of Article 10, and only for said Article, "week" shall mean the scheduled duty week of an employee. Further, for the purpose of accrual of vacation leave, and only for such purpose, "week" shall mean 40 hours. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof.

Section 3. Eligibility for vacations shall be based upon the anniversary service date of the employee. Selection of a particular vacation period shall be based upon seniority and in accordance with departmental rules. Employees shall be allowed to take part of their vacation at one period and the remainder at another period. Civilian employees' vacations shall not interfere with vacations of classified police officers.

Section 4. Earned vacation time shall be taken by the employee within 12 months from the date that the same accrues and shall not be accumulated and carried from one 12 month period to the next except in rare cases with the approval of the City Manager or if the employee was requested to delay vacation by such employee's departmental director and the approval of the City Manager. The employee shall request any vacation carry over at least 30 days prior to his/her anniversary date. In order to secure vacation through seniority rights, employees shall make their vacation requests known between January 1st and April 1st of each calendar year. An employee may request a particular vacation period during this time even if such has not yet accrued provided that such will accrue prior to the time selected. All vacation requests received after April 1st shall be granted in accordance with this agreement on a first come-first serve basis.

Section 5. If the Chief of Police orders a total mobilization of the Police Department, any affected officer whose scheduled vacation has been canceled because of said order, shall be reimbursed for any actual vacation expenses incurred over fifty dollars (\$50.00) which cannot be recovered by the officer, upon providing sufficient proof to the Police Chief.

ARTICLE 11

HOLIDAYS

Section 1. Employees shall accrue 8 hours of holiday time on the following days each year:

New Year's Day	Independence Day
Martin Luther King, Jr.'s Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Police Memorial Day (May 1)	Christmas Day
Memorial Day	

Section 2. When an authorized holiday occurs on Saturday, the previous Friday shall be observed as the holiday and when an authorized holiday occurs on Sunday, the following Monday shall be observed as the holiday.

Section 3. If a holiday occurs during a classified employee's vacation period, the employee shall retain the holiday.

Section 4. Effective December 2018, officers will be permitted to cash out up to 208 accrued unused holiday hours per fiscal year, at their discretion. Cash out will be available during the first business week of June and the first business week of December only. Officers electing to cash out accrued unused holidays will be paid at their rate of pay as of the date of their election. Payment shall be made separately from the Officer's regular wages, shall be deposited into the Officer's deferred compensation account or paid directly to the Officer, at the Officer's discretion, and shall be made not later than the next complete pay period following election.

Section 5. Such time off shall be taken at the convenience of the employee and the Department. In addition, a classified employee required to work on the following holidays shall be paid one and one half (1 ½) times the regular rate of pay for said holidays:

Thanksgiving Day	Christmas Day
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A classified employee required to work overtime on the holidays listed in this section shall be paid two (2) times the regular rate of pay for any time worked in excess of normally scheduled hours on the holidays. A classified employee called into work on the holidays listed in this section

for which he/she is scheduled off shall be paid two (2) times the regular rate of pay for all time worked. A classified employee called into work from an approved paid leave day shall be paid two (2) times the regular rate of pay, and shall retain the paid leave day for use at a later time or for cash buy out, depending upon the type of leave used and pursuant to the terms of this agreement. Holiday pay shall begin at the beginning of the shift on the holiday, and shall continue for the entirety of said shift.

Section 6. To be eligible for holiday pay, the classified employee shall be in pay status and entitled to payment for the entirety of both his last scheduled work shift before the holiday and his first scheduled work shift after the holiday, unless an unpaid absence on the whole or any part of either or both is approved by the City Manager.

Section 7. In the event of conflict between employees as to scheduling of holidays, preference shall be given to the employee with the greater departmental seniority. An employee who has scheduled a holiday in accordance herewith may only be bumped from such by a more senior employee prior to twenty-eight (28) days before such holiday is scheduled to be taken. However, scheduling of holidays for those with greater departmental seniority shall not have preference over the scheduling of vacations for those with lesser seniority. Civilian employees' holidays shall not interfere with holidays of classified police officers.

Section 8. In the event of cancellation of holidays, such cancellation shall be applied first to the employee with least departmental seniority. However, an employee who has scheduled a holiday in accordance herewith may only have it cancelled in favor of a more senior employee prior to fourteen (14) days before such holiday is scheduled to be taken; otherwise cancellations will be applied first to those whose requests were submitted most recently, without regard to departmental seniority. If requests are submitted simultaneously in the instance where they are submitted less than fourteen (14) days before such holiday is scheduled to be taken, the least senior employee's request will be cancelled first.

ARTICLE 12

SICK LEAVE

Section 1. Full-time employees in the classified service shall accrue 8 hours paid sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 2,880 hours.

Section 2. Accumulated sick leave days may be used for illness, injury or off-the-job incurred disability. They may also be used for the illness, injury, or disability of an employee's spouse, parent, or dependent child. One day of accumulated sick leave credit with pay shall be deducted from each employee's sick leave accumulation for each duty day not served due to illness, injury or off-the-job incurred disability of the employee or employee's spouse, parent, or dependent child.

Section 3. No sick leave credit may be used by an employee for the first four hours of the fifth or any succeeding sickness occurrence during any annual period of May 1 to the following April 30. A sickness occurrence is hereby defined as any continuous absence by an employee from scheduled work periods, whether for one or more scheduled shifts, for stated reasons of illness, injury or off-the-job incurred disability for which no physician's verifying statement is provided by said employee to the City. An employee who becomes ill on the job shall not be charged with a sickness occurrence if said employee works a minimum of two hours on the day of illness or if said employee's immediate supervisor verifies to the City that said employee was ill.

Section 4. In the absence of evidence of extenuating circumstances an employee who becomes ill, injured or disabled off-the-job shall cause notice thereof to be given to his supervisor not later than two hours before the beginning of his next scheduled duty day. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. A physician's statement may be required before sick leave pay is paid. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement shall be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his duties.

Section 6. Upon retirement from the classified service, an employee shall be paid fifty percent (50%) of his/her hourly pay rate per accumulated hour of sick leave up to 800 hours, and seventy five percent (75%) of his/her hourly pay rate per accumulated hour of sick leave in excess of 800 hours up to 1,600 hours. The payment shall be made to the Retirement Health Savings (RHS) plan established by the union for this purpose.

Section 7. An employee who has accumulated 800 hours sick leave as of May 1st shall be granted 8 hours leave with pay to be used at any time during the year prior to April 30th, an employee who has accumulated 1,920 hours sick leave as of May 1st shall be granted 16 hours leave with pay to be used at any time during the year prior to April 30, to be scheduled in accordance with departmental rules and regulations. Said days leave shall not be accumulated and carried over into the following year except with the approval of the City Manager or if the employee was requested to delay said days leave by the Chief and with the approval of the City Manager. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof.

Section 8. Pregnancy. Any employee who becomes pregnant shall be allowed to work light duty until the birth of the child(ren). The employee must provide written approval from the employee's physician for the duration of the specific light duty assignment.

ARTICLE 13

LEAVE OF ABSENCE

Section 1. Leave with pay may be granted a full time employee in the classified service in the event of a death in the immediate family. Such leave shall be granted beginning the day of notification to the employee of the death of the family member and shall extend through the day following the funeral, but not to exceed 48 hours. 8 hours additional leave may be granted for funerals held outside of the State of Illinois upon a showing of necessity for travel. Immediate family includes only: (a) spouse, children, step-children, spouse of children and spouse of step-children; (b) parents or step-parents of the employee or the employee's spouse; (c) brothers and sisters, step-brothers and step-sisters of the employee and of the employee's spouse; and, (d) grandchildren, step-grandchildren, grandparents, and step-grandparents of the employee and spouse's grandparents. Employees' leave shall be recorded in hours, and increments of one tenth thereof.

Section 2. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family in the household of any employee in the classified service, such employee will be allowed to leave his duties while the emergency exists. Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred.

Section 3. A full-time classified employee in the classified police service who is a member of the reserve unit of the armed forces of the United States will be granted leave for military training sessions or schools in accordance with applicable federal and state laws.

Section 4. An employee in the classified service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. A full-time employee in the classified service who is called to serve for jury duty shall be paid his regular salary or wage. Any amount received by the employee for jury service shall be turned over to the City Treasurer. The employee immediately upon being called for jury duty shall notify his immediate supervisor of the time thereof. Employees who complete jury duty prior to the end of their shift shall report to their supervisor and return to duty for the remainder of their scheduled duty day. If jury duty falls outside the employee's regularly scheduled duty day, an employee's scheduled duty day shall be changed to incorporate jury duty time.

Section 6. Employees serving as either President or Secretary Treasurer of the Union shall be granted 1/2 hour leave per month to attend scheduled Union meetings. This leave shall be in addition to any lunch or regular break periods.

Section 7. If an employee who serves as a member of the Union negotiating team is regularly scheduled to work on a day scheduled for labor negotiations, the City will have the records reflect that the employee's duty day was during negotiations, with hour for hour credit up to a maximum of a full duty day.

Section 8. (a). Leave with pay will be granted for members of the Decatur Policemen's Pension Board and members currently serving on the state PB&PA Executive Board to attend official meetings and/or coordinating PB&PA events which are held in the City of Decatur. The Union must submit a written request to the City at least thirty (30) days prior to the date of the leave to be effective.

(b). The Union shall be provided with a forty (40) hour paid leave bank. Such time shall be used for the attendance of labor related training and seminars selected by the Union. Only those employees serving on the Union's bargaining committee and/or grievance committee shall be eligible for such paid release time. The union shall give at least thirty days notice that such employee will be utilizing such paid leave. In cases where it is not possible to give a 30 day notice, permission to use this release time shall be at the discretion of the Police Chief, which permission shall not be unreasonably withheld.

ARTICLE 14

ON- THE-JOB ILLNESS, INJURY OR DISABILITY

Section 1. The City shall provide worker's compensation in accordance with The Workers Compensation Act, and shall pay the required compensation in accordance with 5 ILCS 345/1 of the Illinois Compiled Statutes.

Section 2. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 3. Employees who are on leave of absence from duty for a duty related illness, injury or disability shall be assigned to a shift with duty hours commencing at 8:30 a.m. and ending at 4:30 p.m., Mondays through Fridays, for the duration of the leave.

ARTICLE 15

UNIFORMS/EQUIPMENT

Section 1 (a). Uniforms required to be worn by employees in the classified police service shall be furnished by the City and shall consist of:

- (a) Combination uniform car coat/jacket
- (b) Rain clothing
- (c) Six (6) pair trousers or slacks
- (d) Three (3) winter shirts or blouses
- (e) Three (3) summer shirts or blouses
- (f) One (1) hat
- (g) Sam Brown Belt and Holster

- (h) Riot gear
- (i) Tie
- (j) OC Spray and holster
- (k) Expandable baton and holder
- (l) Handcuff Case and Handcuffs
- (m) Ammo Pouches and two (2) Magazines or two (2) Speed Loaders
- (n) Bulletproof vest (initial issue only for employees hired after May 1, 1997; replacement will be at employee's expense) (As per Section 6 of Article 15)

(b). The department shall be required to provide only one hat per employee. Employees will not be required to wear hats on duty. Employees will only be required to wear hats on special ceremonies, i.e., funerals, as designated by the Chief of Police. Special ceremonies shall not include special events, as specified in the contract. Officers shall be permitted to wear hats during inclement weather, i.e., rain including Department-approved winter fur caps, and stocking caps as defined by Department policy.

(c). If, at any time in the future, the department requires employees to wear hats at a time other than special ceremonies, the department will, prior to modifying this agreement, be required to purchase uniform hats in accordance with the contract language in place prior to March 30, 1998.

Section 2. The employee having custody of any such clothing or equipment or other property furnished by the City shall have the responsibility for the proper care, custody and keeping thereof. An employee may be required to replace any of the above items at his own expense if the item is damaged or lost as result of his failing to properly use, care or keep such property.

Section 3. Police detectives and juvenile officers shall be required to have only one (1) dress uniform.

Section 4. Uniforms and equipment shall be used on duty or at such other times as authorized by the Chief.

Section 5. If items of personal property are lost or damaged in the line of duty, the employee will be compensated for the same up to a maximum of \$150 per item, except that eyeglasses will be compensated up to a maximum of \$250.00 subject to departmental rules; provided that, if a duty weapon is lost or destroyed in the line of duty, the employee will be compensated for the same in a sum equal to the price of the lost or destroyed weapon. The employee will not be compensated if the loss or damage is due to negligence on the part of the employee.

Section 6. The City will reimburse an employee for the purchase of police body armor. Such reimbursement will be paid by separate check at a rate equal to one-fifth (1/5) of the cost of the armor per fiscal year. Police body armor shall be considered part of the employee's uniform and shall be worn according to applicable Department regulation. All armor shall meet National Institutes of Justice standards and be capable of stopping ammunition normally issued by the Department.

1. The City shall provide at no cost to all employees hired on or after the execution date of this Agreement, a fitted ballistic vest. Such vest shall have a National Institute of Justice Level II rating or higher. The City shall replace such vest at intervals recommended by the manufacturer at no cost to the employee.
2. The City shall fully reimburse employees who are awaiting reimbursement per the schedule in the first paragraph of this Article 15, Section 6, but no later than December 30, 2018. The City shall replace such vests at intervals recommended by the manufacturer at no cost to the employee. Replacement vests shall have a National Institute of Justice Level II rating or higher.
3. The City shall provide a fitted ballistic vest to all employees hired prior to the execution date of this Agreement who request one and are not covered under paragraph 2 above. Such vests shall have a National Institute of Justice Level II rating or higher. The City shall replace such vests at intervals recommended by the manufacturer at no cost to the employee.
4. The City shall allow each employee to purchase a fitted ballistic vest. Such vest shall have a National Institute of Justice Level II rating or higher and be approved by the Department. In such case the City will reimburse the employee the actual cost of the vest up to the amount the City is then paying for vests that the Department is issuing per this Agreement. The City shall replace such vests at intervals recommended by the manufacturer at no cost to the employee with the vests that the Department is issuing per this Agreement, or reimburse the employee the actual cost of the vest the employee wishes to purchase, up to the amount the City is then paying for vests that the Department is issuing per this Agreement.
5. Employees desiring to retain vests at the time of severance from City employment will be afforded the opportunity to do so by reimbursing the City for the residual value thereof; said residual value to be determined by dividing the purchase price by the manufacturer's recommended replacement interval, and multiplying that amount by the residual percentage of the manufacturer's recommended replacement interval for the vest. Employees are under no obligation to elect to retain vests and reimburse the City. A maximum of one-fourth (1/4) of the bargaining unit membership shall be provided vests in any given fiscal year.

ARTICLE 16

OTHER BENEFITS

Section 1. The City shall provide group insurance for each employee. The City shall also provide group life insurance in the amount of \$25,000 for each employee at no cost to the employee.

Section 2. Employees shall be enrolled in the City's insurance benefit plan with benefits as described in Exhibit G of this agreement. Monthly employee contributions for coverage shall be as follows:

as of 5/1/2015	Premium
Single T1	\$66
Single T2	\$44
Single T3	\$27
Family T1	\$163
Family T2	\$117
Family T3	\$76

as of 5/1/2016	Premium
Single T1	\$71
Single T2	\$47
Single T3	\$29
Family T1	\$175
Family T2	\$126
Family T3	\$82

as of 5/1/2017	Premium
Single T1	\$71
Single T2	\$47
Single T3	\$29
Family T1	\$175
Family T2	\$126
Family T3	\$82

as of 1/1/2018	Premium
Single T1	\$70
Single T2	\$47
Single T3	\$29
Family T1	\$156
Family T2	\$109
Family T3	\$72

On January 1, 2018, and January 1 of each year thereafter, monthly employee contributions for single and family coverage for all tiers of the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed eight and one half percent (8.5%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

Section 3. Those employees who retired after January 1, 1980, or were placed on disability pension pursuant to State statute after said date, shall be entitled to belong to the employee and dependent group insurance programs provided for employees under the provisions of this agreement provided that such retired or disabled employees pay the entire premium for such insurance.

Section 4. If an insurance rebate is received for employee dependent medical insurance coverage the City will retain that portion of the rebate that is proportionate to the percentage of the employee dependent insurance premium paid by the City during the time period for which the rebate is made.

Section 5. The City will reimburse the cost of tuition and textbooks for courses directly related to an employee's job and will reimburse half the cost of tuition and textbooks for pre-approved courses indirectly related to an employee's job, up to a maximum of one thousand dollars (\$1,000.00) per year per employee. Tuition reimbursement shall be administered in accordance with current Administrative Policy F-470. Approval of courses shall not be unreasonably withheld.

Section 6. The City will deduct from the employee's wages a percentage, in an amount certified by the Union, and pay same to the Union for the purposes of funding the Union's health and welfare plan. All deductions will be made against the employee's pre-tax income and shall be done in accordance with applicable Internal Revenue Service regulations. No such deduction shall be made if all of the provisions of this section cannot be met.

Section 7. The Employee and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Employees covered under the Police contract shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan only upon a COBRA qualifying event.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by the Collective Bargaining Agreement whose spouse is also an employee represented by the Collective Bargaining Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

Section 8. Periodically the Employer may offer an employee 'health fair' with attendance at such fair, when offered, required for all on-duty employees and voluntary for off-duty personnel. Employees who attend the health fair off-duty shall be compensated at the rate of two hours at the employee's regular straight time hourly rate of pay for such attendance for the duration of the fair.

ARTICLE 17

WORK RULES AND CONDITIONS

Section 1 (a). The City and the Union shall reasonably cooperate insofar as possible to assure the highest standards of safety, health and sanitation in the operation of the Police Department.

(b). The City will provide written notification to an officer of the time(s) the officer is scheduled to receive his/her hepatitis-B shots. In the event that the officer does not complete the hepatitis-B shot series because of circumstances within the control of the officer, said officer will be required to pay for any re-inoculation required for said series of inoculation.

(c). The City will provide, at no cost to the employee, flu shots for any employee who indicates a desire to have the shot.

Section 2. The City may adopt, change or modify rules not in conflict with the provisions of this memorandum for the operation of the Police Services Division and the conduct of the employees in the classified service to encourage and maintain the proper and efficient operation thereof. The Union reserves the right to grieve new or changed departmental rules, policies, or procedures that affect the working conditions of employees.

Section 3. In the absence of evidence of extenuating circumstances immediately upon discovering that an employee in the classified service is unable to report for duty, and not less than a reasonable interval before the scheduled duty time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absence from duty and evidence of justifiable cause for any absence may be required to be furnished by the employee. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified service shall report to duty on time and shall faithfully and efficiently perform the requirement of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. Disciplinary matters and matters of discharge or removal in or from the classified service shall be governed by the State Civil Service Laws for Cities and the ordinances of the City and the rules of the Civil Service Commission adopted pursuant thereto and pursuant to other applicable State Law.

Section 6. The Police Chief, a Deputy Chief, or a Lieutenant may at any time order any employee assigned to duty as an evidence officer, a street crimes unit member, or an

emergency response team member to submit a blood, urine, or hair sample to a testing laboratory for analysis to determine the presence of any drug or other substance the possession or use of which is regulated or prohibited by state law. The Chief of Police shall also have the right to order random tests for the presence of such drugs or other substances for all employees. A blood, urine, or hair test for regulated or prohibited drugs or other substances, whether ordered under the provisions of this section or for reasonable suspicion, shall be conducted pursuant to the provisions of Exhibit E of this Memorandum of Understanding. Unlawful use of any such drug or other substance shall be cause for dismissal.

Section 7 (a). For purposes of this agreement, but not including reduction in personnel, seniority shall be defined as an employee's length of service in the classified police service from his most recent date of hire. Seniority shall be lost if the employee: (a) resigns; (b) retires; (c) is terminated; (d) is furloughed for more than two years.

(b). For purposes of shift assignment, seniority for sergeants shall be defined as length of service in the classified sergeants' rank, calculated from his most recent date of promotion.

(c). There shall be no bumping of employees from their properly assigned shift.

(d). Vacancies on any shift shall be posted, as soon as practicable after the vacancy occurs. Employees desiring to fill said vacancy would be required to submit notice of their desire to fill the vacancy. The employee, authorized to occupy said position, with the highest seniority submitting such notice to fill the vacancy shall be assigned to fill the vacancy.

Section 8. For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor/Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular needs and issues to be addressed.

The Labor/Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process.

A Labor/Management Committee will be created to discuss Voluntary Employee Benefit Plans.

Section 9. All employees hired after the date of execution of this Memorandum of Understanding, shall, at the time of appointment, enter into a City of Decatur Training Agreement, a copy of which is attached hereto as Exhibit F, and the terms and conditions of which shall be binding upon the City and the employee.

ARTICLE 18

DEATH BENEFITS

Section 1. The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of Ten Thousand Dollars (\$10,000.00). In addition, the City shall pay to the widow, heirs or estate of such deceased employee pay due said employee as the result of unpaid duty time, holiday time, sick time, and vacation time.

ARTICLE 19

BULLETIN BOARD

Section 1. The City agrees to furnish and maintain a bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 20

GRIEVANCES

Section 1. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this Agreement concerning only the application, meaning or interpretation of the express terms of this agreement as they affect the members of the union or said employee.

Section 2 (a). Disciplinary reprimands, both oral and written, and suspensions of three (3) days or less duration, may be grieved pursuant to the provisions hereof, but such reprimands or suspensions may not be referred to arbitration as provided in Section 7 hereof; as to such reprimands or suspensions the decision of the City Manager is final. All other disciplinary actions are subject to the provisions of this Article, as modified by this Section.

(b). Suspension in excess of three (3) days, multiple suspensions totaling more than four (4) days within an annual period of May 1 to the following April 30, and discharges, may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 3 through 6 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 8 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or

discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service law as provided in Section 3 of Article 11 hereof. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

(c). The filing of a grievance or a notice of intent to arbitrate under the provisions of this Article precludes the employee from any other review, appeal or hearing otherwise available or required by law, unless expressly permitted herein.

Section 3. No arbitration order or award entered under the provisions hereof may limit or interfere in any way with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. The union or any employee covered by this agreement may submit a grievance in writing to a Lieutenant except that all grievances of suspensions or discharge may be grieved directly to the Police Chief. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the agreement which the union or the employee feels is being violated. Such grievance must be submitted on a grievance form mutually agreed to by the parties. The Lieutenant shall respond in writing within five (5) business days with his decision. A "business day" for the purposes of this article shall be any day on which the City's administrative offices are open and conducting business.

Section 5. If the union is not satisfied with the Lieutenant's response the written grievance may be referred to a Deputy Chief within five (5) business days after the Lieutenant's decision. The Deputy Chief shall meet with one representative of the union within five (5) business days after receiving the grievance. The Deputy Chief shall respond in writing within five (5) business days with his decision.

Section 6. If the union is not satisfied with the Deputy Chief's response, the written grievance may be referred to the Police Chief within five (5) business days after the Deputy Chief's decision. The Police Chief shall meet with two representatives within five (5) business days after receiving the grievance. The Police Chief shall respond in writing within five (5) business days with a decision.

Section 7. If the union is not satisfied with the Police Chiefs response the written grievance may be referred to the City Manager within five (5) business days after the Police Chiefs decision. The City Manager shall meet with two representatives within fifteen (15) business days after receiving the grievance. The City Manager shall respond in writing within five (5) business days with his decision.

Section 8. If the union is not satisfied with the City Manager's response, the written grievance may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) business days after the City Manager's decision. The City and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) business days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the American Arbitration Association. Both the City and the Union shall have the right to strike two names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator who shall be notified of his selection by a joint letter from both parties, requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Decatur, Illinois, unless otherwise mutually agreed.

Section 9. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not expressly covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party in the Circuit Court of Macon County. The pendency of any proceedings in the Circuit Court for review of the arbitrator's decision as allowed by law shall not automatically stay the order, of the arbitrator.

Section 10. The costs of any arbitration shall be borne equally by the City and the Union, including the cost of providing the arbitrator a transcript of the hearings. All proceedings shall be transcribed unless mutually agreed to the contrary. Each party shall be responsible for compensating its own representatives and witnesses.

Section 11. No grievance shall be entered or processed unless submitted within thirty (30) calendar days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said thirty (30) calendar days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the City's last response.

Section 12. The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

Section 13. If the union notifies the City Manager's Office that it is referring the grievance to arbitration as provided herein, the Union must, within 45 business days of the date said notice is received by the City Manager's Office, tender to the City a request executed by the

Union, and to be executed by the City, addressed to the Federal Mediation and Conciliation Service asking for a panel of arbitrators. Upon the receipt of said panel, the Union must timely notify the City in writing of its ability and willingness to meet with or otherwise confer with the City for the purpose of selecting the arbitrator -said notice must indicate that the Union is prepared to so select the arbitrator within the three weeks immediately following the receipt of said panel. If such executed requests or notices to meet or confer are not provided to the City within the limits established herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The limits established herein may be extended by mutual agreement, in writing, of the parties.

Section 14. For all disciplinary actions, the Chief of Police will notify the union of the discipline imposed by providing copies of the disciplinary action letters to the union president. In those cases where the union files a written request, the Chief will make available to the union a copy of the disciplinary action file in a timely manner after the discipline is imposed, so as to permit for the filing of a grievance per section 4 of this article, should the union so choose.

ARTICLE 21

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibilities thereof to the people of the City.

Section 2. Unless otherwise limited by this Agreement, the City retains all management rights and powers granted it by law. Said rights and powers are subject to the terms and conditions of this Agreement and are by way of example but are not limited to the following: the right to establish, discontinue or modify those terms and conditions of employment not controlled by this Agreement; the right to operate and manage all manpower, facilities and equipment, the right to establish functions and programs; the right to set and amend budgets; the right to determine the utilization of technology; the right to establish and modify the organizational structure, the right to select, direct and determine the number of personnel and the right to establish work schedules.

ARTICLE 22

NONDISCRIMINATION

Section 1. During the term of this Agreement neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, national origin, political affiliation or with regard to whether any such person is or is not affiliated with the Union.

Section 2. The parties agree that their respective rights and authority shall not be exercised as to violate any provision of this Agreement.

ARTICLE 23

SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof of this Agreement be held unlawful, or unenforceable, by any Court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein. The City and the Union agree to renegotiate any such article, section or portion as soon as practicable.

Section 2. This Agreement is the entire agreement between the parties terminating all prior agreements, arrangements and practices expressly covered by the provisions hereof.

Section 3. The masculine gender as used in this Agreement shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

Section 4. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE 24

ENTIRE AGREEMENT

This Memorandum constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Memorandum supersedes and cancels all prior written collective bargaining agreements.

The parties acknowledge that during the negotiations which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, the City and the Union, for the duration of this Memorandum, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Memorandum or with respect to the effects upon employees of the City's exercise of its rights under the Memorandum, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum.

ARTICLE 25

TERM OF AGREEMENT

Section 1. This Agreement shall become effective. May 1, 2015 and shall remain in full force and effect until December 31, 2019. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing of its desire to amend the agreement on or before October 1, 2019 or on or before October 1st of any subsequent year. If either party submits such written notice the parties' designated representatives shall commence negotiations not later than November 30, 2019 or November 30 of any subsequent year. Notwithstanding the expiration date set forth above, this entire agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

CITY MANAGER
For the City of Decatur, Illinois

PRESIDENT
Decatur Police Benevolent and Protective
Association Labor Committee

DATED this ____ day of _____, 2018

DATED this ____ day of _____, 2018

ATTEST:

CITY CLERK
City of Decatur, Illinois

EXHIBIT A
POLICE WAGES AS OF MAY 1, 2015
increase = 2.00%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$26.38111	\$1,055.24	\$2,110.49	\$54,872.70
Six Months	2	\$27.04401	\$1,081.76	\$2,163.52	\$56,251.55
One Year	3	\$27.69912	\$1,107.96	\$2,215.93	\$57,614.17
Two Years	4	\$29.65259	\$1,186.10	\$2,372.21	\$61,677.39
Three Years	5	\$31.13496	\$1,245.40	\$2,490.80	\$64,760.72
Four Years	6	\$33.32316	\$1,332.93	\$2,665.85	\$69,312.16
Seven Years	7	\$34.65607	\$1,386.24	\$2,772.49	\$72,084.63
<u>Sergeant</u>					
Start	1	\$39.73880	\$1,589.55	\$3,179.10	\$82,656.71
Six Months	2	\$42.53211	\$1,701.28	\$3,402.57	\$88,466.80

EXHIBIT B
POLICE WAGES AS OF MAY 1, 2016
increase = 1.50%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$26.77682	\$1,071.07	\$2,142.15	\$55,695.79
Six Months	2	\$27.44968	\$1,097.99	\$2,195.97	\$57,095.32
One Year	3	\$28.11461	\$1,124.58	\$2,249.17	\$58,478.38
Two Years	4	\$30.09738	\$1,203.90	\$2,407.79	\$62,602.56
Three Years	5	\$31.60198	\$1,264.08	\$2,528.16	\$65,732.13
Four Years	6	\$33.82300	\$1,352.92	\$2,705.84	\$70,351.85
Seven Years	7	\$35.17591	\$1,407.04	\$2,814.07	\$73,165.90
<u>Sergeant</u>					
Start	1	\$40.33488	\$1,613.40	\$3,226.79	\$83,896.56
Six Months	2	\$43.17009	\$1,726.80	\$3,453.61	\$89,793.80

EXHIBIT C
POLICE WAGES AS OF JANUARY 1, 2017
increase = 2.25%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$27.37930	\$1,095.17	\$2,190.34	\$56,948.95
Six Months	2	\$28.06729	\$1,122.69	\$2,245.38	\$58,379.97
One Year	3	\$28.74719	\$1,149.89	\$2,299.77	\$59,794.15
Two Years	4	\$30.77457	\$1,230.98	\$2,461.97	\$64,011.11
Three Years	5	\$32.31303	\$1,292.52	\$2,585.04	\$67,211.10
Four Years	6	\$34.58402	\$1,383.36	\$2,766.72	\$71,934.76
Seven Years	7	\$35.96737	\$1,438.69	\$2,877.39	\$74,812.13
<u>Sergeant</u>					
Start	1	\$41.24242	\$1,649.70	\$3,299.39	\$85,784.23
Six Months	2	\$44.14142	\$1,765.66	\$3,531.31	\$91,814.16

EXHIBIT D
POLICE WAGES AS OF JANUARY 1, 2018
increase = 2.25%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$27.99534	\$1,119.81	\$2,239.63	\$58,230.30
Six Months	2	\$28.69881	\$1,147.95	\$2,295.90	\$59,693.52
One Year	3	\$29.39400	\$1,175.76	\$2,351.52	\$61,139.51
Two Years	4	\$31.46700	\$1,258.68	\$2,517.36	\$65,451.36
Three Years	5	\$33.04007	\$1,321.60	\$2,643.21	\$68,723.35
Four Years	6	\$35.36216	\$1,414.49	\$2,828.97	\$73,553.29
Seven Years	7	\$36.77664	\$1,471.07	\$2,942.13	\$76,495.40
<u>Sergeant</u>					
Start	1	\$42.17037	\$1,686.81	\$3,373.63	\$87,714.38
Six Months	2	\$45.13460	\$1,805.38	\$3,610.77	\$93,879.98

EXHIBIT E
POLICE WAGES AS OF JANUARY 1, 2019
increase = 2.50%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$28.69522	\$1,147.81	\$2,295.62	\$59,686.06
Six Months	2	\$29.41628	\$1,176.65	\$2,353.30	\$61,185.86
One Year	3	\$30.12885	\$1,205.15	\$2,410.31	\$62,668.00
Two Years	4	\$32.25368	\$1,290.15	\$2,580.29	\$67,087.65
Three Years	5	\$33.86607	\$1,354.64	\$2,709.29	\$70,441.43
Four Years	6	\$36.24621	\$1,449.85	\$2,899.70	\$75,392.13
Seven Years	7	\$37.69605	\$1,507.84	\$3,015.68	\$78,407.79
<u>Sergeant</u>					
Start	1	\$43.22463	\$1,728.99	\$3,457.97	\$89,907.24
Six Months	2	\$46.26297	\$1,850.52	\$3,701.04	\$96,226.98

EXHIBIT F
EXPEDITED ARBITRATION RULES

- A. Cases subject to the expedited procedure will be heard in chronological order according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.
- B. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.
- C. Four Arbitrators constituting an "expedited" panel will be selected by the parties. The "expedited" panel will be reviewed every six months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.
- D. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two or three consecutive hearing days.
- E. Arbitrators will receive all grievance documents and relevant documents from the Professional Standards file at least one week prior to the hearing, at the discretion of the Arbitrator.
- F. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay.
- G. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.

- H. The Arbitrator may require witnesses to testify under oath.
- I. There shall be a stenographic record of the proceedings.
- J. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.
- K. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing.
- L. The Arbitrator will issue a decision no later than thirty (30) days after the submittal of post-hearing briefs, or sixty (60) days after the completion of the last day of the scheduled hearing if no briefs are to be filed. His/her decision shall be based upon the record developed by the parties before and at the hearing, and shall include a written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

EXHIBIT G

DRUG TESTING TERMS AND CONDITIONS

Section 1. Only laboratories that are agreed to by the Union and the City and that meet the Substance Abuse and Mental Health Services Administration (SAMHSA) standards shall be used to conduct tests, except for tests given by a breathalyzer operator duly certified by the Illinois Department of Public Health. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of six (6) months. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. All testing of blood samples shall be by chemical analysis of the blood or blood serum by gas chromatography/mass spectrometry (GC/MS). At the time a blood or urine specimen is taken, the employee shall be given a copy of the specimen collection procedures, the specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the laboratory are those of the employee. The required procedures are as follows:

The specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are taken, the individual specimen container shall, in the presence of the employee and a Union representative if requested by the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being taken. Then the container shall be sealed in the employee's presence and in the presence of the Union representative if so requested by the employee and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available.

Section 2. In the event the test results show the presence of alcohol, presumptions shall

apply in accord with the following chart.

Elapsed Time Since Employee Has Begun His Workday to Time Test Was Given	Considered <u>Unimpaired</u>	<u>No Presumption</u>	Presumed to Have Been <u>Impaired</u>
0 Hours – 1 Hour	.05 or less	.05 but not .08	.08 or more
1 Hour – 2 Hours	.04 or less	.04 but not .07	.07 or more
2 Hours – 3 Hours	.03 or less	.03 but not .06	.06 or more
3 Hours – 4 Hours	.02 or less	.02 but not .05	.05 or more
4 Hours – 5 Hours	.01 or less	.01 but not .04	.04 or more
5 Hours – 6 Hours	.00 or less	.00 but not .03	.03 or more
6 Hours – 7 Hours	.00 or less	.00 but not .02	.02 or more
7 Hours - 8 Hours	.00 or less	.00 but not .01	.01 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

The presumptions of the foregoing shall not be construed as limiting the introduction of any other evidence bearing upon the question of controlled substances. Nor do said presumptions in any way limit the right of the City to discipline any employee for the refusal of said employee to comply with the provisions hereof.

An officer who tests positive for the presence of illegal drugs shall be subject to discharge. Officers ordered to submit to alcohol and/or drug testing shall promptly comply with the order. The testing procedure for the presence of drugs or alcohol shall conform to DHHS SAMHSA guidelines, and the cost of initial and confirmatory testing shall be borne by the City.

A sufficient specimen of the same bodily fluid or material shall be collected to permit for an initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing by the employee at his/her own expense. In case of urine testing, it shall be a split sample.

Testing shall be conducted according to SAMHSA requirements in effect on the date the specimen is collected. Only confirmed positive results shall be reported to the City through its medical review officer.

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected shall be considered an initial positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST

Initial test analyte
Marijuana metabolites

Initial test cutoff concentration
50 ng/mL

Cocaine metabolite (Benzoylecgonine)	150 ng/mL
Codeine/Morphine	2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL
Oxycodone/Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine/Methamphetamine	500 ng/mL
Methylenedioxymethamphetamine (MDMA)	500 ng/mL
Methylenedioxyamphetamine (MDA)	500 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a different initial screening method:

CONFIRMATORY TEST

Confirmatory test analyte	Confirmatory test cutoff concentration
THCA	15 ng/mL
Benzoylecgonine	100 ng/mL
Codeine	2,000 ng/mL
Morphine	2,000 ng/mL
Hydrocodone	100 ng/mL
Hydromorphone	100 ng/mL
Oxycodone	100 ng/mL
Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine	250 ng/mL
Methamphetamine	250 ng/mL
Methylenedioxymethamphetamine (MDMA)	250 ng/mL
Methylenedioxyamphetamine (MDA)	250 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Section 3. If the test results establish that the employee is considered to have been unimpaired or negative for the presence of illegal drugs, the employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

The City shall notify a Union Executive Board member that the employee has been subjected to testing within sixty (60) hours after the employee has submitted to the test. The City shall make available to the employee a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by management. Reports of a positive test shall, at a minimum, state 1) the type of tests conducted, 2) the results of the tests, 3) the sensitivity (cut-off point) of the methodology employed, and 4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed results shall be reported to the City. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

At the time of submitting to the testing, an employee shall have the right to request that specimen be preserved for a period of not less than 6 months, except for breathalyzer tests as authorized by the provisions of exhibit D. The City agrees to make arrangements with the medical facility which is performing the testing, to allow for the preservation of the samples as requested

Section 4. If the test results show the presence of alcohol or any controlled substances the Union shall have the right to request the preserved samples to be sent for testing to a laboratory and chosen from a list of laboratories agreed to by the parties and which meet the SAMHSA Standards. The cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the City, and the employee's records cleared.

Section 5. For random drug tests, the following additional conditions shall apply:

(a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program. The City shall specify the percentage of represented positions (which shall be at least 25%) that are to be tested annually, the dates and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the individuals to be tested on each date. Dates may be modified by the Chief of Police in the circumstance of a major case or major event pre-empting testing. Under such circumstances, a new list of employees to be tested shall be generated.

(b) To maintain the security of the selection system, the contractor shall deal exclusively with the Deputy Chief of Police for Administrative Operations or his/her designee for purposes of notifying the City of individuals selected for testing, verifying and updating the pool and supplemental selection of individuals, if necessary.

(c) The Deputy Chief of Police for Administrative Operations or his/her designee shall timely notify the Union President of testing dates, or such other Union representative as has been previously designated in writing by the President. In the absence of the President or designated alternate, the department shall attempt to notify the officers of the Union in descending order of their office. It shall be the obligation of the Union representative to promptly come to the office of the Deputy Chief to participate in the verification of the random drug test pool roster, and verification of the selection of officers to be tested.

(d) On the testing date and upon the arrival of the Union representative, the Deputy Chief of Police for Administrative Operations or his/her designee shall notify the selection contractor to electronically forward the existing random drug test pool roster and the contractor shall sign the roster submitted. Upon receipt of the roster from the selection contractor, the Deputy Chief of Police for Administrative Operations or his/her designee in the presence of the Union representative shall update and verify the roster. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative shall both sign off on the roster and return it to the selection contractor by electronic transmission. The contractor will promptly do the random selection and return the list to the Deputy Chief of Police for Administrative Operations or his/her designee having signed off on it. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative will then check the selection list against the updated roster to insure that all of the names selected are on the roster. Within one week after the testing date, the department shall deliver to the Union signed copies of the initial roster submitted by the contractor, the updated roster returned by the department, and the selection list sent by the contractor. All copies of rosters, lists and other related records shall be maintained in secure storage by both parties, allowing access only on a strict need-to know basis.

(e) The Deputy Chief of Police for Administrative Operations or his/her designee will then sort the selection list by unit and shift for notification of the officers to be tested. After the start of the shift on which the testing is to begin, the Deputy Chief of Police for Administrative Operations or his/her designee shall deliver the respective lists of names in sealed envelopes to the shift lieutenant of the officers to be tested. It shall be the responsibility of the shift lieutenant to ensure that all of the officers to be tested in his/her command report to the collection site as promptly as practical, but in any event before they secure from the shift.

(f) Any officer selected who is on authorized time off which was applied for and approved prior to the date of the test shall be required to report to the collection site on his/her first day back from preapproved leave. Any officer who requests leave of any type on the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief of Police for good cause shown. Any officer so excused shall be required to report to the collection site on his first day back to work.

(g) When an officer is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her commanding officer or supervisor. He/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.

(h) The City will direct the laboratory to provide to the Union, upon its request, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative.

EXHIBIT H

CITY OF DECATUR

TRAINING AGREEMENT

It is understood by the parties hereto that the City of Decatur Police Department goes to a great expense to train Officers. In the event that a new Patrol Officer leaves employment with the City of Decatur Police Department soon after employment, these expenses of the City of Decatur are wasted. To prevent such waste, _____ (hereinafter referred to as the "Candidate"), and the City of Decatur Police Department (hereinafter referred to as the "Department"), agree to the following terms and conditions of employment:

1. The Candidate agrees to be financially responsible for any and all training and equipment provided during training by the City of Decatur during the first twenty-four (24) months of his or her employment by the Department in the manner provided in this Agreement.
2. The Department will provide training, medical examination, equipment and salary during training for the Candidate in a manner to be determined by the Department.
3. The Candidate will earn credit towards the cost of any and all training and equipment provided during training for the Candidate at the rate of 1/104 for each week of service to the Department up to a total of 104 weeks.
4. Should the Candidate terminate his/her employment in the Department within the 104 week period, the difference between the cost of training and equipment provided by the Department, and any credit to which the Candidate is entitled will be immediately due and payable to the City of Decatur; provided that, in no event shall the Candidate have any liability hereunder in excess of \$4,500.00. Upon termination, the Department may withhold any pay due him or her upon termination as a partial payment of his or her training costs unless the Candidate gives guarantee of the entire payment in a manner satisfactory to the Department.
5. No costs of training will be payable in the event that the Candidate fails to satisfactorily complete, or is dismissed during the basic training, or in the event that he or she is required to terminate his or her employment due to a disabling illness or injury, or in the event that the Candidate does not join another police department or other law enforcement agency, as a sworn officer, within two (2) years or resignation.
6. This Agreement is not intended as a complete contract for employment and is only intended to cover the costs of training and equipment.

7. In the event the Candidate is called to active military duty, has his or her probationary period extended, or is granted a leave of absence during the period covered by this Agreement, the period of the Agreement shall be extended accordingly.
8. This Agreement shall become effective upon completion of the medical examination, or the first day of the basic training, whichever occurs first, and shall remain in full force and effect for twenty-four (24) months following acceptance of the appointment, unless extended as provided in Paragraph 7 above.
9. This document embodies the whole agreement between the parties hereto regarding the subject matter of training costs and there are no inducements, promises, terms, conditions or obligations made or entered into by the Department other than contained herein.

The foregoing provisions are understood and agreed to by the undersigned.

EXHIBIT I
HEALTH INSURANCE PLAN HIGHLIGHTS—EFFECTIVE 01/01/2018

MAJOR PLAN ELEMENTS	Tier 1 Plan 22347	Tier 2 Plan 22348	Tier 3 Plan 22349
Deductible: Single (in network / out of network) Family (in network / out of network)	\$250 / \$500 \$750 / \$1,500	\$500 / \$1,000 \$1,500 / \$3,000	\$750 / \$1,500 \$2,250/\$4,500
Max Out-of-Pocket Limit: Single (in network / out of network) Family (in network / out of network)	\$1,500 / \$5,000 \$4,500 / \$15,000	\$2,000 / \$6,000 \$6,000 / \$18,000	\$2,500 / \$7,500 \$7,500 / \$22,500
PREMIUM CONTRIBUTIONS	Bimonthly deductions		
SINGLE Coverage	\$35.00	\$23.50	\$14.50
FAMILY Coverage	\$78.00	\$54.50	\$36.00
COVERAGE FOR ALL PLANS	IN NETWORK	OUT OF NETWORK	
Hospital benefit – Inpatient/Outpatient	80% of eligible charge	60% of eligible charge	
Medical/surgical Care (Physicians)	80% of scheduled maximum allowance	60% of scheduled maximum allowance	
Emergency Care	100% of eligible charge – no deductible		
Inpatient Mental	80% after deductible	60% after deductible	
Outpatient Mental	80% after deductible	60% after deductible	
Preventive Care: Evidence-based items / services rated A or B as recommended by U.S. Preventive Services Task Force	100% - deductible does not apply	60% after deductible	
Chiropractic services	80% after deductible 25 visit limit per calendar year	60% after deductible 25 visit limit per calendar year	
Prescription Medicines	\$10 Generic, \$20 Formulary, \$50 Non-Formulary		
Prescription Medicines: Out-of-pocket expense limit	Individual - \$5,100 Family - \$8,700	Individual - \$4,600 Family - \$7,200	Individual - \$4,100 Family - \$5,700
Private duty nursing	80% after deductible 44 visits per calendar year		
Physical therapy	80% after deductible 10 visit limit per calendar year	60% after deductible 10 visit limit per calendar year	
Occupational therapy	80% after deductible 10 visit limit per calendar year	60% after deductible 10 visit limit per calendar year	
Speech therapy	80% after deductible 10 visit limit per calendar year	60% after deductible 10 visit limit per calendar year	
Precertification	\$500 reduction in benefits for failure to notify National Health Service when receiving inpatient services		

NOTE: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

HOW TO FIND A PPO PHYSICIAN/HOSPITAL: Go online – www.bcbsil.com. Click on Provider Finder. On type of plan, choose PPO. Or call BCBS at 1-800-810-2583.

Changes in enrollment, except for COBRA qualifying events, will be permitted on an annual basis, at renewal time. The next Plan Selection Period will be in October 2018, effective January 1, 2019.

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement has been made and entered into by and between the City of Decatur, Illinois (hereinafter referred to as the "City"), and the Decatur Police Benevolent and Protective Association Labor Committee (hereinafter referred to as the "Union").

Upon the express condition that the language for the following clause of the Collective Bargaining Agreement, as amended herein, is approved by the United States Internal Revenue Service (IRS), for the Union's Retirement Health Savings (RHS) plan, the clause, as amended, will go into effect at such time as approval is received by the City and the Union from the IRS. The clause will have no force and effect until such time as the above condition has been fully met.

(~~struck through~~ language to be deleted, underlined language to be added):

ARTICLE 5

HOURS OF DUTY AND OVERTIME

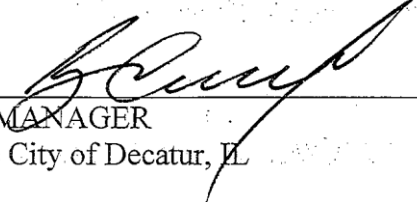
Section 7. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

(h). Officers required to work overtime may elect to receive compensatory leave time in lieu of pay at the rate of one and one-half (1 ½) hours leave for each hour of overtime worked. The election to take compensatory leave time shall be given to the officers shift commander in writing prior to the end of the pay period in which said overtime was worked. Such leave shall be taken at the convenience of the employee and the Department in the same manner that holiday time is taken and shall be taken during the annual period of May 1 to the following April 30 in which it was accrued. If such leave is not taken during said annual period, any and all such time remaining on the books upon the commencement of the last pay period in said annual period shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's Retirement Health Savings (RHS) account. Upon the commencement of the last pay period in each said annual period such accrued time shall not be available to the employee for cash or time off. Overtime worked during the last pay period of said annual period and thereafter shall be compensated by pay or compensatory leave during the succeeding annual period of May 1 to the following April 30. ~~Accumulation of compensatory time shall be limited to no more~~

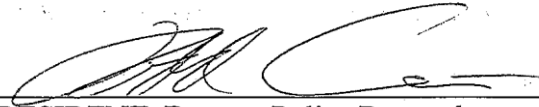
~~than 80 hours per employee at any given time. Overtime hours worked beyond that shall be paid at the overtime rate, and not eligible for conversion to compensatory time.~~ All compensatory time accrued in excess of eighty (80) hours during the annual period of May 1 to the following April 30 shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's RHS account. Such purchase of excess compensatory time shall be made at the end of each regular pay period so that the affected officer begins the following pay period with a balance of no more than eighty (80) hours of accumulated compensatory time. Officers may request compensation for any accrued compensatory time off, up to and including eighty (80) hours, at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

All costs associated with services provided by and opinions obtained from the IRS, if any, will be shared equally by the City and the Union.

Except as modified by the provisions hereof, the Collective Bargaining Agreement shall continue in full force and effect. The provisions of this Supplemental Agreement shall supersede the provisions of such collective bargaining agreement in the case of any conflict regarding the subject matter hereof.



CITY MANAGER
For the City of Decatur, IL



PRESIDENT, Decatur Police Benevolent
& Protective Association Labor Committee
For the Union

DATED this 5 day of March, 2013.

DATED this 5th day of March, 2013.

Economic & Community Development

DATE: 9/13/2018

MEMO: 2018-35

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Billy Tyus, Interim City Manager
Ray Lai, Director of Economic & Community Development

SUBJECT:

Amended Ordinance Vacating Public Rights-of-Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Rights-of-Way and to Vacate the Alley Rights-of-Way Located Between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, Between the 400 Blocks of East Central Avenue and East King Street, Between the 200 Blocks of East Central Avenue and East King Street, Between the 800 Blocks of North Warren Street and North Water Street, Between the 900 Blocks of North Warren Street and North Water Street, and Between the 200-599 Blocks of East King Street and East Marietta Street

SUMMARY RECOMMENDATION:

Recommending approval of the proposed ordinance for amending the legal description for the affected public rights-of-way described in Ordinance Number 2018-39.

BACKGROUND: On September 4th, 2018, Ordinance Number 2018-39 was approved to vacate certain public rights-of-way for the proposed Community Care Campus development. A certain legal description was inadvertently included. This proposed ordinance amendment would provide the correct legal description involved.

POTENTIAL OBJECTIONS: N/A

INPUT FROM OTHER SOURCES:

N/A

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**AMENDED ORDINANCE VACATING PUBLIC RIGHTS-OF-WAY
- IN THE 400-599 BLOCKS OF EAST CENTRAL AVENUE AND THE 900-999 BLOCKS
OF NORTH WARREN STREET RIGHTS-OF-WAY AND TO VACATE THE ALLEY
RIGHTS-OF-WAY LOCATED BETWEEN THE 200-599 BLOCKS OF EAST WABASH
AVENUE AND EAST CENTRAL AVENUE, BETWEEN THE 400 BLOCKS OF EAST
CENTRAL AVENUE AND EAST KING STREET, BETWEEN THE 200 BLOCKS OF
EAST CENTRAL AVENUE AND EAST KING STREET, BETWEEN THE 800 BLOCKS
OF NORTH WARREN STREET AND NORTH WATER STREET, BETWEEN THE 900
BLOCKS OF NORTH WARREN STREET AND NORTH WATER STREET, AND
BETWEEN THE 200-599 BLOCKS OF EAST KING STREET AND EAST MARIETTA
STREET -**

WHEREAS, a proposal has been initiated by the City of Decatur to vacate certain public rights-of-way as part of the planned Wabash Community Care Campus redevelopment project in the City of Decatur, Illinois, and legally described as:

STREET RIGHT-OF-WAY VACATIONS

PARCEL 1

A part of Warren Street being a Sixty (60) foot right of way lying North of King Street and South of East Marietta Street and lying East of Block 1 of J.K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and West of Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence South along the West lot lines of Lots 15 and 16 to the Southwest corner of said Lot 16; thence West to the Southeast corner of Lot 12 in Block 1 of said J.K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 12 and 1 to the Northeast corner of said Lot 1; thence East to the place of beginning.

PARCEL 2

A part of Central Street being a Sixty (60) foot right of way lying East of the East right of Way line of Warren Street and West of the West right of Way line of Martin Luther King Jr. Drive and lying South of Lot 1 of Northeast Community Fund Addition as per plat recorded in Book 5000 on page 253 of the records in the Recorder's Office of Macon County, Illinois and South of Lots 16 thru 19 in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and North of Lots 1 thru 15 in Block 1 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 in said Recorder's Office and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Northeast Community Fund Addition; thence South to the Northeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lots 1 thru 15 in Block 1 of said Durfee Warren & Co. 1st Addition to the Northwest corner of said Lot 15; thence North to the Southwest corner of Lot 16 in Block 2 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 16 thru 19 in Block 2 of said Durfee Warren & Co. 2nd Addition and the South line of Lot 1 of said Northeast Community Fund Addition to the place of beginning.

ALLEYWAY VACATIONS**PARCEL 1**

A sixteen (16) foot alley located in Block 1 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and Block 1 of J.K. Warren & Co. 5th Addition as per plat recorded in Book 97 on page 426 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 1 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 12 said Block 1 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lots 12 thru Lot 7 in Block 1 of J. K. Warren & Co. 4th Addition and the North lot lines of Lots 18 thru 14 in Block 1 of J. K. Warren & Co. 5th Addition to the Northwest corner of Lot 14 of said Block 1 of J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 14 to the Southwest corner thereof; thence West to the Southeast corner of Lot 13 in Block 1 of said J. K. Warren & Co. 5th Addition; thence North along the East lot lines of Lots 13 thru 6 in Block 1 of said J. K. Warren & Co. 5th Addition to the Northeast corner of Lot 6 in Block 1 of said J. K. Warren & Co. 5th Addition; thence East to the Northwest corner of Lot 5 in Block 1 of said J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 5 to the Southwest corner of Lot 5 thereof; thence East along the South lot lines of Lots 5 thru 1 in Block 1 of J. K. Warren & Co. 5th Addition and South lot lines of Lots 6 thru 1 in Block 1 of J. K. Warren & Co. 4th Addition to the place of beginning.

PARCEL 2

A sixteen (16) foot alley located in Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the intersection of the South line of Lot 4 in Block 1 of said Durfee Warren & Co. 2nd Addition and the West line of Lot 65 of Wabash Crossing 2nd Addition as per plat recorded in Book 1832 on page 908 in said Recorder's Office; thence South along the West line of said Lot 65 of Wabash Crossing 2nd Addition to the Southwest corner thereof; thence East along the South line of said Lot 65 for 6.92 feet; thence Southeasterly along the Westerly line of said Lot 65 to the intersection with the South line of said 16 foot alley; thence West along the North lot lines of Lots 27 thru 16 in Block 1 of aforesaid of Durfee Warren & Co. 2nd Addition to the Northwest corner of Lot 16 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence North to the Southwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lot 15 thru 4 in Block 1 of said Durfee Warren & Co. 2nd Addition to the place of beginning.

PARCEL 3

A sixteen (16) foot alley located in Block 2 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Northeast corner of said Lot 12 in Block 2 of J. K. Warren & Co. 4th Addition; thence East to the Northwest corner of Lot 11 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South along the West lot line of said Lot 11 to the Southwest corner thereof; thence East along the South lot lines of Lots 11 and 10 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southeast corner of Lot 10 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 21 in said Block 2 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lot 21 and 20 to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southwest corner thereof; thence West to the Southeast corner of Lot 19 in Block 2 of J. K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 19 thru 12 to the point of beginning.

PARCEL 4

A sixteen (16) foot alley located in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 12 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence South to the Northeast corner of Lot 19 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence West along the North lot lines of Lots 19 thru 16 to the Northwest corner of said Lot 16; thence North to the Southwest corner of Lot 15 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 15 thru 12 to the place of beginning.

PARCEL 5

A sixteen (16) foot alley located between Block 1 and Block 2 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 of the records in the Recorder's Office of Macon County, Illinois and North of Sellers Resurvey as per plat recorded in Book 1575 on page 08 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence South to the Northeast corner of Lot 1 in Block 2 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lot 1 in said Block 2 of said Durfee Warren & Co. 1st Addition, the North lot lines of Lots 2 thru 14 of said Sellers Resurvey and North lot lines of Lots 15 thru 25 of said Block 2 of said Durfee Warren & Co. 1st Addition to the intersection with the East right of way line of North Franklin Street; thence Northwest along the said East right of way line of North Franklin Street to the intersection with the South lot line of Lot 25 in Block 1 of said Durfee Warren & Co. 1st Addition; thence East along the South lot lines of Lot 25 thru 1 of said Block 1 of Durfee Warren & Co. 1st Addition to the place of beginning.

WHEREAS, a public hearing, duly noticed in the newspaper and to owners of the abutting properties, is held by the City Council at their September 4, 2018 meeting, being considered under procedure for unusual circumstances; and,

WHEREAS, said public rights-of-way are no longer useful to the public or to the City or to the owners of the properties abutting thereon as public rights-of-way; and,

WHEREAS, no compensation shall be required as the proposed public right-of-way vacations are considered with sale of other City-owned parcels for the planned Wabash Community Care Campus that the City is a redevelopment partner of; and,

WHEREAS, all appropriate utility companies were contacted and expressed no objections to the proposed vacations; and,

WHEREAS, the public interest will be subserved by vacating said public rights-of-way and the public will be relieved from the further burden and responsibility of maintaining the same.

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

Section 1. That upon the condition set forth below, the above described public rights-of-way be, and the same is hereby vacated inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations, said public rights-of-way being shown on the plats thereof hereto attached and hereby made a part hereof.

- A. A blanket easement for the vacated alleyway between East Marietta Street and East King Street, east of North Warren Street, shall be maintained for utilities as long as the City's sanitary sewer is there.
- B. A blanket easement for Central Avenue, east of North Warren Street, shall be maintained for utilities.
- C. The future property owners shall be responsible for maintaining all utility easements within or relocating all utilities from vacated public rights-of-way per the associated sales agreement between the City and Crossing Healthcare.

Section 2. The permanent index numbers of the properties acquiring title to the properties vacated hereby are as follows; street right-of-way vacations: Parcel 1: 04-12-11-352-004 and Parcel 2: 04-12-11-354-017; alleyway vacations: Parcel 1: 04-12-11-351-021; Parcel 2: 04-12-11-352-009; Parcel 3: 04-12-11-353-022; Parcel 4: 04-12-11-354-003; and Parcel 5: 04-12-11-355-030.

Section 3. That there is hereby reserved in, over, along and under the above-described streets and alleyways to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, mains, sewers, telephone and electric, City street lights, circuitry and conduit or other public utilities, such property, rights of way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of September, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Public Works

DATE: 8/27/2018

MEMO: 2018-45

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory-903 North Country Club Road

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

BACKGROUND:

The subject property adjoins Decatur City limits on the south, north, west, and east. The lot contains approximately 0.248 acres. The lot is improved with residence. The property owner wishes to annex to obtain city services. 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 3.8 miles and 5 minutes, respectively.

PRIOR COUNCIL ACTION: None

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: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Based on current assessed value, approximately \$259 in real estate, \$72 in motor fuel and \$243 in state income taxes may be realized

annually by annexing the property.

ATTACHMENTS:

Description	Type
2018-45 Ordinance & Petition & Plat 903 N Country Club Rd	Ordinance
2018-45 Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
903 NORTH COUNTRY CLUB ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Jeffrey Rupp and Jesse Rupp, requesting that there be annexed to the City territory described as:

A part of the Southwest $\frac{1}{4}$ of Section 9, Township 16 North, Range 3 East of the 3rd P.M., described as follows: The North 90 feet of the South 220 feet of the East 160 feet of Lot Two (2) of Sheets Addition of Outlots to Decatur as per Plat recorded in Book 646, Page 302 of the Records in the Recorder's Office of Macon County, Illinois, except that part dedicated for roadway purposes currently known as 903 North Country Club Road.

PIN # 09-13-09-301-004

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 as Exhibit B 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.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of September, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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 903 N. Country Club Rd. and legally described as follows:

A part of the Southwest ¼ of Section 9, Township 16 North, Range 3 East of the 3rd P.M., described as follows: The North 90 feet of the South 220 feet of the East 160 feet of Lot Two (2) of Sheets Addition of Outlots to Decatur as per Plat recorded in Book 646, Page 302 of the Records in the Recorder's Office of Macon County, Illinois, except that part dedicated for roadway purposes currently known as North Country Club Road.

PIN # 09-13-09-301-004

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

Jesse Rupp

Jesse Rupp

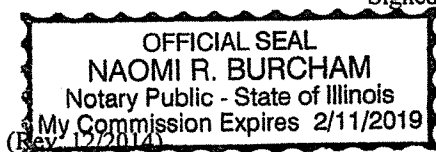
52 Ridge Avenue,
Decatur, IL 62521

Jeffrey Rupp

Jeffrey Rupp

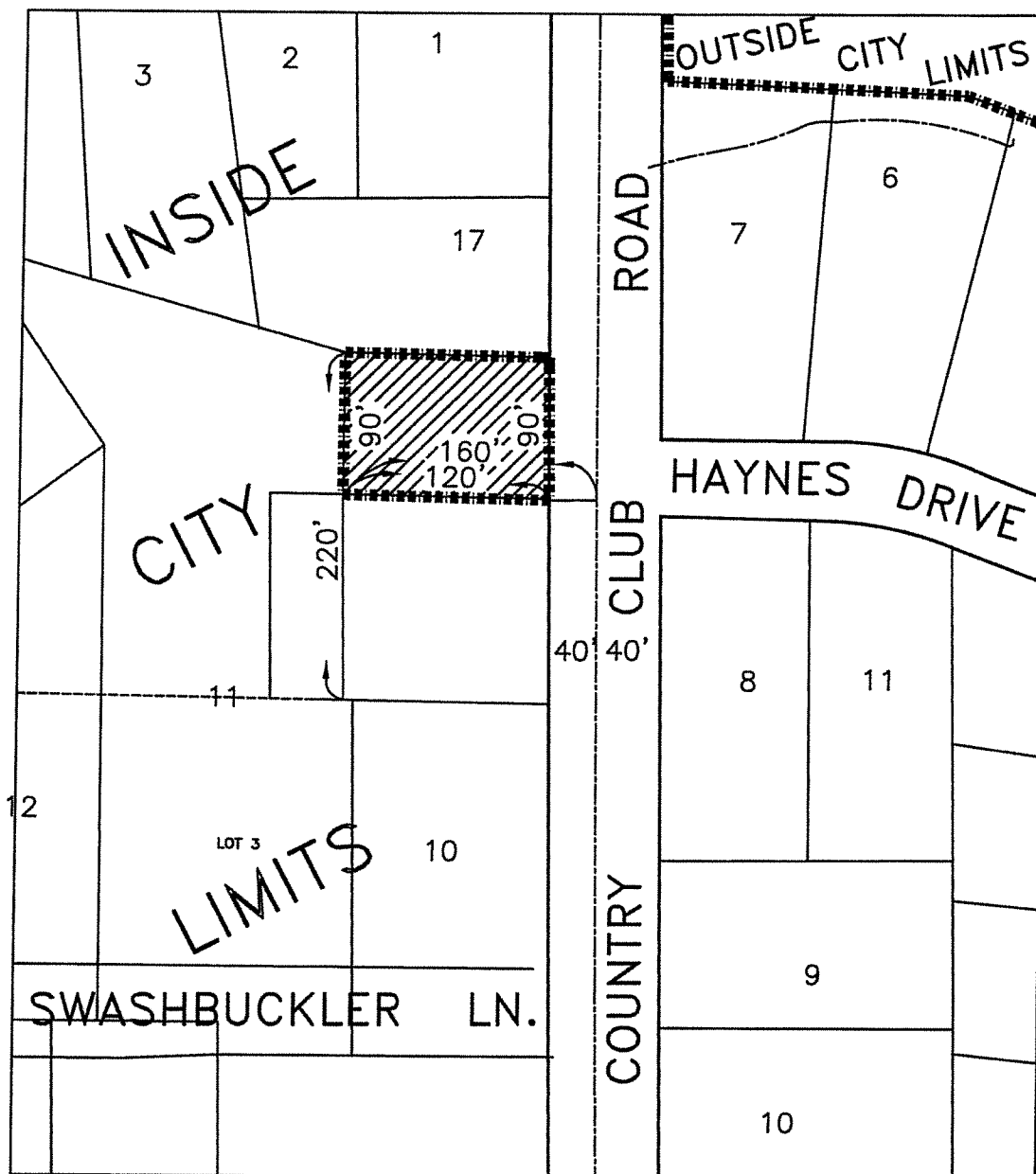
52 Ridge Ave
Decatur, IL 62521

Signed and sworn to before me this 20th day of August, 2018



Naomi R. Burcham
Notary Public

K:\Common\CVC PW\Annexations\Unforced Annexations\903 N Country Club Rd\903 N Country Club Rd_Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
903 North Country Club Road



indicates territory annexed



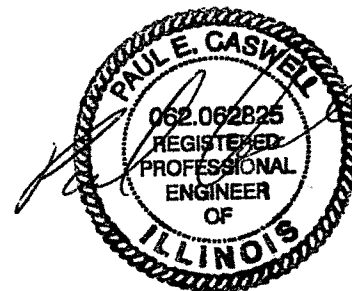
indicates existing corporate limits

0.248± acres

AREA 0.0004± sq. miles

0 lin. ft. of public road

LONG CREEK township



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.

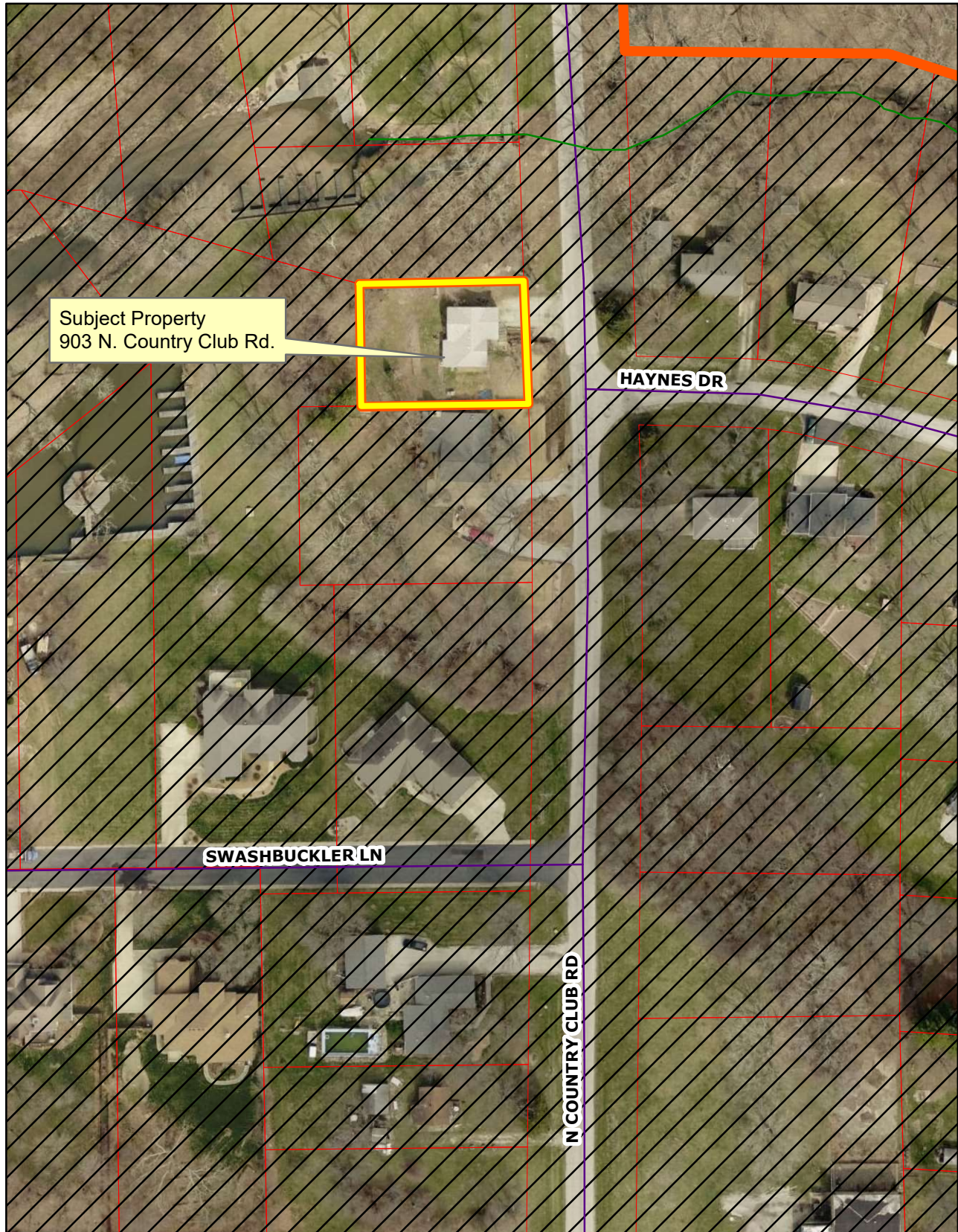
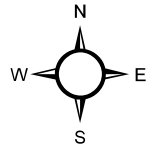
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 903 N. Country Club Road



Public Works

DATE: 9/10/2018

MEMO: 2018-46

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Water Service Agreement for 3708 West Ravina Park Road

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution authorizing a Water Service Agreement between the City of Decatur and the property owners for 3708 West Ravina Park Road.

BACKGROUND:

The subject property lies in the Handy Acres Resurvey of Lots 15 & 16 and abuts The Virginia Second Addition to the west. The property is located at the end of West Ravina Park Road, a Decatur Township maintained road. The property owners wish to connect to obtain water service. The following information is relevant to the area 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. City corporate limits are 380.0 feet east of the subject property.
4. Legal identifier number is 04-12-06-427-011.

SCHEDULE: If approved, the owners will pay all applicable fees and permits prior to connection to the City water main by a licensed plumber.

PRIOR COUNCIL ACTION: None

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

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matthew C. Newell, Public Works Director and Don Cisco, Supervisor of Technical Services. Mr. Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Water rates for those properties outside of the City are double the normal rate paid by customers located within the corporate limits. In addition, when these properties become contiguous to the corporate limits, they are required to annex to the City.

Staffing Impact: No additional staffing impact will be realized by this agreement.

ATTACHMENTS:

Description	Type
2018-46 Resolution Water Service Agreement Legal Description 3708 W Ravina Pk Rd	Resolution Letter
2018-46 Vicinity Map for 3708 West Ravina Park Road	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A WATER SERVICE AGREEMENT FOR
3708 WEST RAVINA PARK ROAD**

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

Section 1. That the agreement for water service outside of the corporate limits presented to the Council herewith and attached as Exhibit A, between the City of Decatur, Illinois, and the owners of the premises commonly known as 3708 West Ravina Park Road, be, and the same hereby is, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized and directed to sign, seal and attest said agreement on behalf of the City.

PRESENTED and ADOPTED this 17th day of September 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

WATER SERVICE AGREEMENT

For and in consideration of the undertakings and covenants set out herein, it is agreed by and between the Owner(s) of the premises described at paragraph 8 hereof, and which person or persons are signatory hereto, ("Owner"), and THE CITY OF DECATUR, ILLINOIS, ("City"), as follows:

1. The provisions of this Agreement, and the installation, operation and use of the water service authorized hereby, are expressly made subject to all applicable provisions of codes, ordinances, rules and regulations of City, and Owner agrees to comply therewith.

2. After completion of the construction of a water main by the City in the street or roadway adjacent to the premises described herein, and upon obtaining a tapping permit in the customary manner followed by the City for premises within its corporate limits, Owner may tap said water main of City and connect a water service thereto to furnish residential service only to said premises.

3. Said tap, connection and service shall be made and installed by a licensed plumber.

4. The water furnished by City shall only be used for domestic purposes and only upon the premises described herein.

5. At such time as said premises become contiguous to the corporate limits of City, the then owner of said premises shall, within ninety (90) days after receiving notice from City thereof, petition to annex the same to the City. If a petition is not received within the time period, or the property is not annexed as a result of the petition, water service will be immediately terminated without further notice.

6. This agreement shall terminate upon the failure by Owner to comply with any provision hereof or with any applicable provision of City Code, ordinances, rules or regulations, or upon the annexation of said premises to the City, and may be terminated by either party upon six (6) months notice by certified mail to the City, or to _____

Ray S. Inman Sr if to the Owner.

7. This Agreement is intended for the benefit of said premises as well as the current owner and occupant thereof and to said end shall be binding upon and inure to the benefits of said owner and his successors in title.

8. The premises referred to herein, and to which the terms, conditions and provisions of this Agreement apply, are legally described as follows:

See attached Legal Description.

Dated this 29th day of August, 2018.

SIGNED:

Ray S. Inman Sr.
Owner (Signature)

Owner (Signature)

Ray S. Inman Sr.
Owner (Printed)

Owner (Printed)

Address: 3708 Ravenna Park Rd Decatur IL 62526

THE CITY OF DECATUR, ILLINOIS

MAYOR

ATTEST:

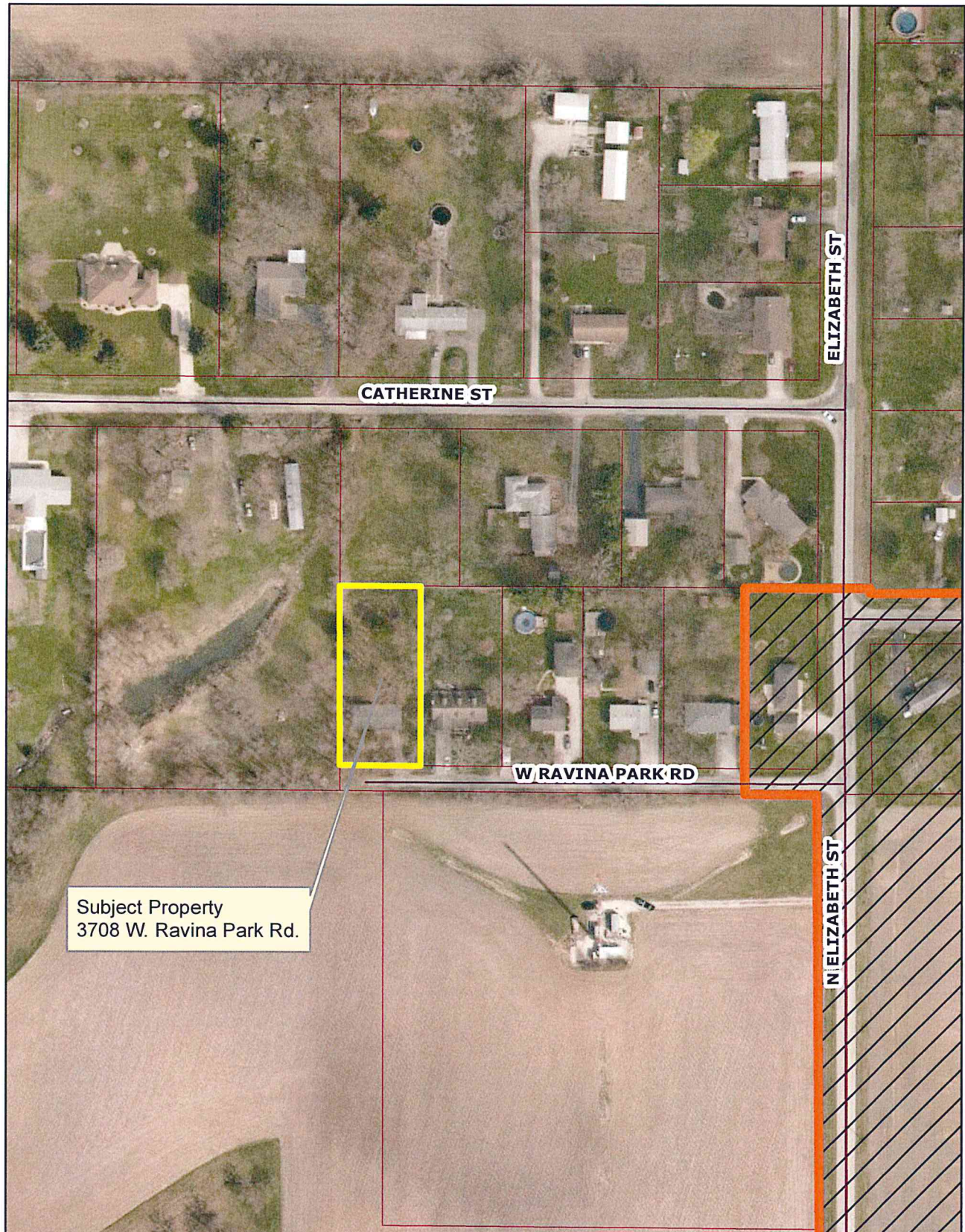
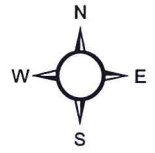
CITY CLERK

Exhibit A
Legal Description

LOT 5 OF HANDY ACRES AS PER PLAT RECORDED IN BOOK 300, PAGE 265 OF THE
RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 04-12-06-427-011

Property Proposed To Be Annexed Vicinity Map For 3708 W. Ravina Park Road.



Public Works

DATE: 9/10/2018

MEMO: 2018-48

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Water Service Agreement for 4975 South Franklin Street Road

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution authorizing a Water Service Agreement between the City of Decatur and the property owners for 4975 South Franklin Street Road.

BACKGROUND:

The subject property is a part of the east half of lot one (1) of the northwest quarter of section 2, township 15 north, range 2 east of the third principle meridian, Macon County, Illinois. The property is located near the northwest corner of the intersection of South Franklin Street Road and East Elwin Road both which are maintained by the County. The property owners wish to connect to the City water main which is adjacent to their property. The following information is relevant to the area 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. City corporate limits are 1.43 miles north of the subject property.
4. Legal identifier number is 16-02-100-010.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matthew C. Newell, Public Works Director and Don Cisco, Supervisor of Technical Services. Mr. Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Water rates for those properties outside of the City are double the normal rate paid by customers located within the corporate limits. In addition, when these properties become contiguous to the corporate limits, they are required to annex to the City.

Staff Impact: No additional staffing impact will be realized by this agreement.

ATTACHMENTS:

Description	Type
2018-48 Resolution/Water Service Agreement/Legal Description 4975 S Franklin St Rd	Resolution Letter
2018-48 Vicinity Map 4975 S Franklin St Rd	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A WATER SERVICE AGREEMENT FOR
4975 SOUTH FRANKLIN STREET ROAD**

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

Section 1. That the agreement for water service outside of the corporate limits presented to the Council herewith and attached as Exhibit A, between the City of Decatur, Illinois, and the owners of the premises commonly known as 4975 South Franklin Street Road, be, and the same hereby is, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized and directed to sign, seal and attest said agreement on behalf of the City.

PRESENTED and ADOPTED this 17th day of September 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

WATER SERVICE AGREEMENT

For and in consideration of the undertakings and covenants set out herein, it is agreed by and between the Owner(s) of the premises described at paragraph 8 hereof, and which person or persons are signatory hereto, ("Owner"), and THE CITY OF DECATUR, ILLINOIS, ("City"), as follows:

1. The provisions of this Agreement, and the installation, operation and use of the water service authorized hereby, are expressly made subject to all applicable provisions of codes, ordinances, rules and regulations of City, and Owner agrees to comply therewith.
2. After completion of the construction of a water main by the City in the street or roadway adjacent to the premises described herein, and upon obtaining a tapping permit in the customary manner followed by the City for premises within its corporate limits, Owner may tap said water main of City and connect a water service thereto to furnish residential service only to said premises.
3. Said tap, connection and service shall be made and installed by a licensed plumber.
4. The water furnished by City shall only be used for domestic purposes and only upon the premises described herein.
5. At such time as said premises become contiguous to the corporate limits of City, the then owner of said premises shall, within ninety (90) days after receiving notice from City thereof, petition to annex the same to the City. If a petition is not received within the time period, or the property is not annexed as a result of the petition, water service will be immediately terminated without further notice.
6. This agreement shall terminate upon the failure by Owner to comply with any provision hereof or with any applicable provision of City Code, ordinances, rules or regulations, or upon the annexation of said premises to the City, and may be terminated by either party upon six (6) months notice

by certified mail, or to Michael T Miller
if to the Owner.

7. This Agreement is intended for the benefit of said premises as well as the current owner and occupant thereof and to said end shall be binding upon and inure to the benefits of said owner and his successors in title.

8. The premises referred to herein, and to which the terms, conditions and provisions of the Agreement apply, are legally described as follows:

See attached Legal Description.

Dated this 10 day of SEPTEMBER, 2018.

SIGNED:

Michelle Mathias
Owner (Signature)

Michael T. Miller
Owner (Signature)

MICHELLE MATHIAS
Owner (Printed)

Michael Miller
Owner (Printed)

Address: 4975 S FRANKLIN ST RD, DECATUR, IL 62521

THE CITY OF DECATUR, ILLINOIS

MAYOR

ATTEST:

CITY CLERK

Legal Description

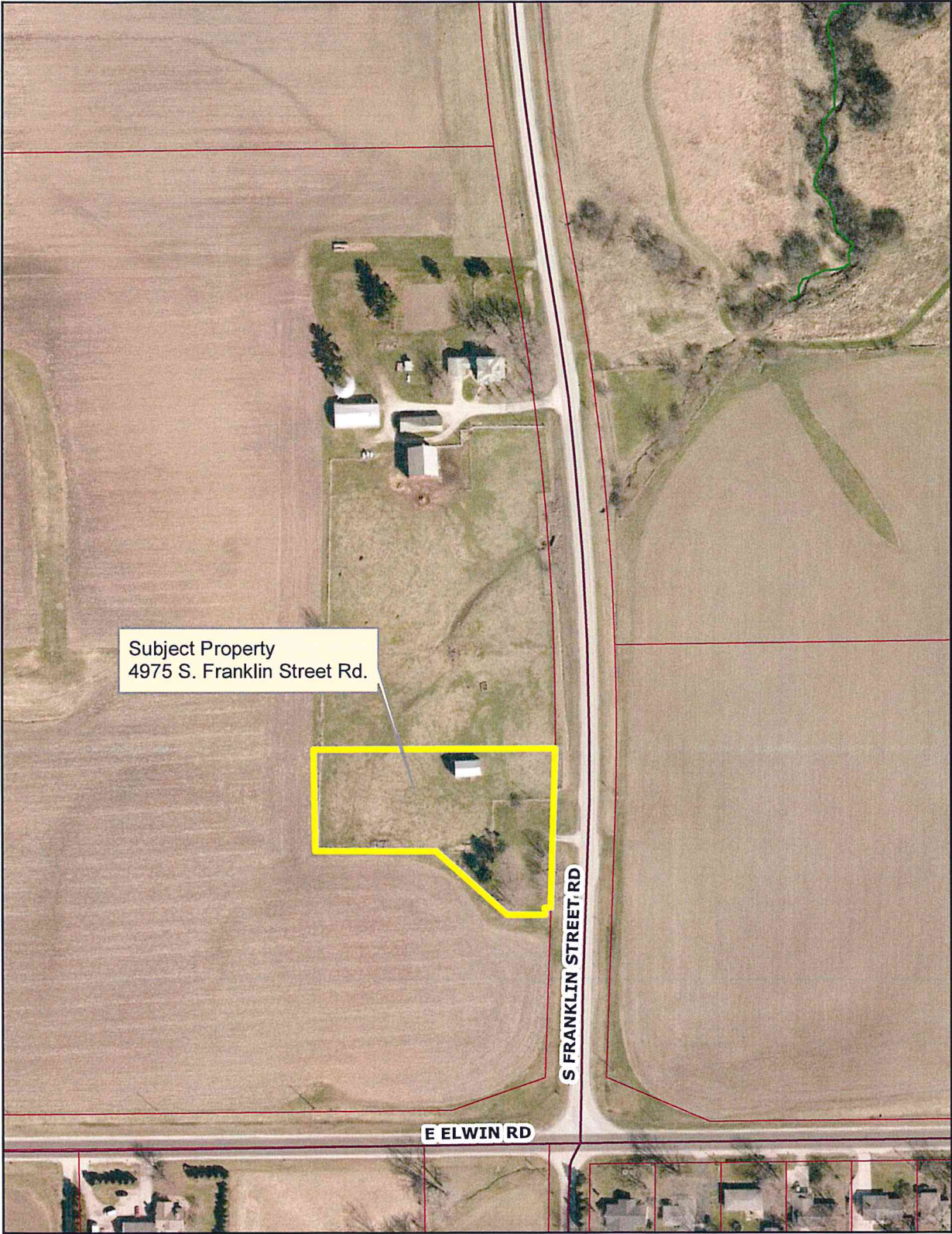
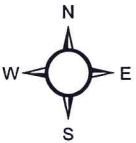
A part of the East Half of Lot One (1) of the Northwest Quarter of Section Two (2), Township Fifteen (15) North, Range Two (2) East of the Third Principal Meridian, Macon County, Illinois, except any part conveyed for road purposes and except that part conveyed to Macon County Conservation District, a Municipal Corporation in Case 76-ED-6, more particularly described as follows:

Commencing at a the Southeast Corner of the Northwest Quarter of said Section Two (2); thence South 89 degrees 24 minutes 28 seconds West, along the South Line of the Northwest Quarter of said Section Two (2), a distance of 617.05 feet; thence North 01 degrees 46 minutes 58 seconds East, along the centerline of South Franklin Street, a distance of 462.87 feet; thence North 88 degrees 13 minutes 02 seconds West, a distance of 40.00 feet to the Point of Beginning.

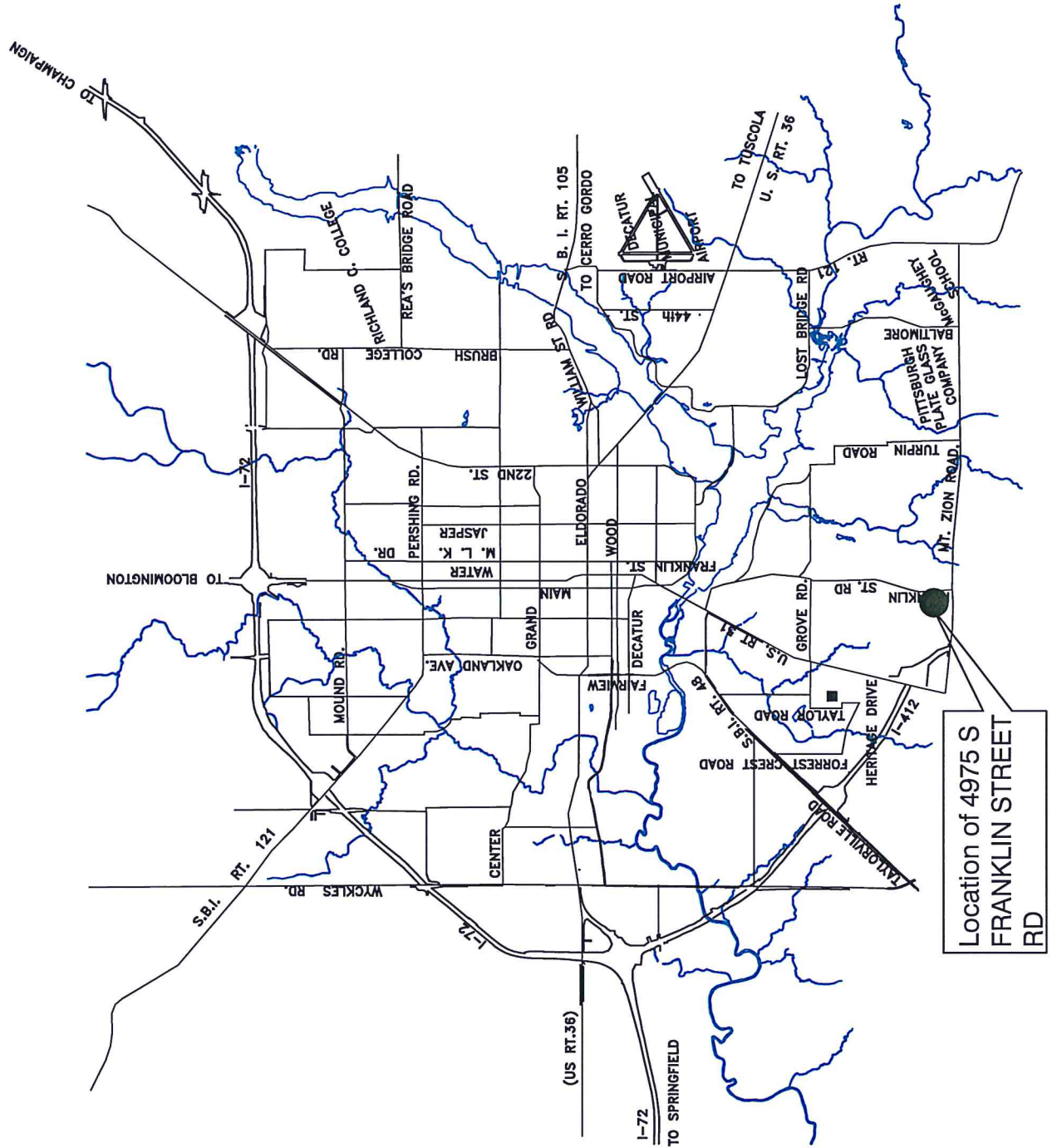
From said Point of Beginning; thence South 01 degrees 46 minutes 58 seconds West, along the West Right of Way line of South Franklin Street Road, a distance of 139.37 feet; thence North 88 degrees 13 minutes 02 seconds West, along the West Right of Way line of South Franklin Street Road, a distance of 10.00 feet; thence South 01 degrees 46 minutes 58 seconds West, along the West Right of Way line of South Franklin Street Road, a distance of 13.90 feet; thence North 88 degrees 13 minutes 02 seconds West, a distance of 82.01 feet; thence North 43 degrees 13 minutes 02 seconds West, a distance of 139.05 feet; thence North 88 degrees 13 minutes 02 seconds West, a distance of 176.91 feet; thence North 01 degrees 46 minutes 58 seconds East, a distance of 148.84 feet; thence South 89 degrees 43 minutes 12 seconds East, a distance of 365.95 feet to a point on the West Right of Way line of South Franklin Street Road; thence, Southwesterly along the West Right of Way line of South Franklin Street Road 103.51 feet along a curve to the right having a radius of 3779.83 feet, the chord of said curve bears South 00 degrees 59 minutes 53 seconds West, a distance of 103.51 feet to the Point of Beginning.

Said parcel containing 1.610 acres, more or less.

**Property Proposed Water Agreement
Vicinity Map For 4975 S. Franklin Street Rd.**



AREA LOCATION MAP 4975 S. FRANKLIN STREET RD



Location of 4975 S
FRANKLIN STREET
RD

City Clerk

DATE: 9/11/2018

MEMO: 2018-39

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue - Lock Stock & Barrel Millikin Homecoming Party - October 5, 2018

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor on public rights-of-way 100 Block South Oakland Avenue for Lock Stock & Barrel Millikin Homecoming Party.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2018-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY
100 BLOCK SOUTH OAKLAND AVENUE
-LOCK STOCK & BARREL MILLIKIN HOMECOMING PARTY-
October 5, 2018**

WHEREAS, Lock Stock & Barrel has requested the closure of the 100 block of South Oakland Avenue between West Main Street and West Wood Street for Millikin Homecoming Party; and,

WHEREAS, it is the intention of Lock Stock & Barrel to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block South Oakland Avenue between West Main Street and West Wood Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block South Oakland Avenue, between West Main Street and West Wood Street, said day and hours being particularly described as follows:

Friday, October 5, 2018 5:00 p.m. – 12:00 a.m. (midnight)

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Lock Stock & Barrel providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Lock Stock & Barrel prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of September, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Lock, Stock & Barrel, hereafter referred to as the “sponsoring agency”, for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, 100 block of South Oakland Avenue, for Lock, Stock & Barrel Millikin Homecoming Party on the following date and time:

Friday, October 5, 2018

5:00 p.m. – 12:00 a.m. (midnight)

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency’s insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:
Lock, Stock and Barrel

Authorized Representative

Authorized Representative

Date

Date



LSBON-1

OP ID: SB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2018

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

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

PRODUCER Singer Insurance Agency 109 South Vine Street P.O. Box 18 Arthur, IL 61911 William W. Singer	217-543-3737	CONTACT NAME: William W. Singer	
		PHONE (A/C, No, Ext): 217-543-3737	FAX (A/C, No): 217-543-3743
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Specialty Risk of America	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			10-2012-4601	12/28/2017	12/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			10-2011-226	12/28/2017	12/28/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LSB,One- Milliken Homecoming- Friday, 10/5/2018

CERTIFICATE HOLDER	CANCELLATION
DECATUR City of Decatur Inspections Department #1 Gary K. Anderson Plaza Decatur, IL 62523-1196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William W. Singer</i>

Finance and Treasury

DATE: 9/17/2018

MEMO: Letter to the Decatur City Council Financial Management Department #2018 - 13

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Change in the Title of the ICMA-RC Plan Coordinator

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution, which sets the City Comptroller as Plan Coordinator for the City's ICMA-RC Retirement Savings Plan.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Gregg Zientara

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Cover Memo
ICMA Change Form	Cover Memo

RESOLUTION NO. R2018-_____

**RESOLUTION AUTHORIZING SIGNATORY AUTHORITY
INTERNATIONAL CITY MANAGEMENT ASSOCIATION-RETIREMENT
CORPORATION (ICMA-RC)-
APPOINTMENT OF PLAN COORDINATOR**

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

Section 1. That the City of Decatur ICMA-RC Application designate Melinda Hawbaker, Comptroller, as its Plan Coordinator, and that said Application be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Plan Coordinator and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Application on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 17th day of September, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



PLAN COORDINATOR CHANGE FORM

Plan Name: City of Decatur Date: 8/27/18
Plan Number(s): 590528, 701446, 883093, 300528, 301150, 705496, 803093, 885005, 107548, State: IL
Authorized Contact Name: Diana Lahniers
Authorized Contact Title: Payroll Administrator
Authorized Contact Signature: Diana Lahniers
Authorized Contact Email Address: dlahniers@decaturil.com

Change in TITLE of Plan Coordinator (Additional documentation required. See page 1)	Contact Name: <u>Melinda Hawbaker</u> Contact Title: <u>Comptroller</u> Phone Number: <u>(217) 450-2234</u> Fax Number: <u>(217) 450-2288</u> Email Address: <u>mhawbaker@decaturil.gov</u>
Change in NAME of Plan Coordinator	Contact Name: _____ Contact Title: _____ Phone Number: _____ Fax Number: _____ Email Address: _____
Comments (Special Instructions)	

City Clerk

DATE: 9/11/2018

MEMO: 2018-09

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Billy Tyus, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: August 2018 Monthly Reports

ATTACHMENTS:

Description	Type
Economic & Community Development	Cover Memo
Fire	Cover Memo
IT	Cover Memo
Police	Cover Memo
Public Works	Cover Memo

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
MONTHLY REPORT
(AUGUST, 2018)**

ECONOMIC DEVELOPMENT DIVISION

Staff had 28 new and separate inquiries in August for possible projects with 9 meetings related specifically to ongoing initiatives. We have ongoing Economic Development projects both in the planning stage and under way. There were 2 exciting ribbon cuttings in August including the complete remodel of Dick Van Dyke Appliance World in Downtown Decatur and the new Central Illinois Regional Dispatch Center on Rotary Way. Several more ribbon cuttings are scheduled in September including DMH Home Medical Equipment at 2875 N. Water St. and Illinois Valley Glass at 2915 N. Water St. As of last week, there were 1023 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Casey's General Store led the way with 88 jobs, DPS 61 with 59 jobs, ADM with 52 jobs, and DMH at 48 jobs. There are 6923 jobs listed on the Illinois Department of Employment Services website in the Central Illinois Region with the top three employers being General Electric with 389 jobs, Hospital Sisters Health System with 380 jobs, and State of Illinois with 218 jobs. There are also 207 jobs at Memorial Health Center, 190 jobs available at Abraham Lincoln Health Center, and 116 jobs at ADM region wide.

PLANNING AND SUSTAINABILITY DIVISION

Staff typically process site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. In August, staff in conjunction with other city departments reviewed 13 submittals which included 7 site plans and 6 plats. Additionally, staff processed 3 Plan Commission cases.

For the Decatur Urbanized Area Transportation Study (DUATS), staff made preparations for the Technical Committee meeting and the Policy Committee meeting.

BUILDING INSPECTIONS DIVISION

We issued a total of 100 permits with a total work value of \$9,341,817. Of those, we had two new commercial building permits (DPD Aquatic Center valued at \$3,814,482 & DPD Running Reds Soccer Pavilion valued at \$376,379), two commercial interior remodels (Fresenius Kidney Care valued at \$1,510,234 & Planet Fitness valued at \$970,310), and one new parking lot addition for YMCA valued at \$149,900. There were no new home permits.

PERMIT TYPE	# ISSUED	WORK VALUE
Building	24	\$9,007,538
Demolition	5	21,000
Electrical	14	96,572
Mechanical	23	141,552
Other	7	12,228
Plumbing	25	44,556
Sign	1	16,734
Tent	1	1,637
TOTAL	100	\$9,341,817

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections continue on delinquent accounts.
- Staff continued to qualify homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab, infrastructure projects and potential replacement projects.
- Staff worked with HUD staff on outstanding issues: 70% low-mod benefit, conflict of interest, annual reporting/submittals and other requests.
- Staff continued working with Public Works on the CDBG Sidewalk project.
- Staff continued to explore funding opportunities for community development and neighborhood services.
- Staff continued to explore programs to secure abandoned properties by incorporating beautification and employment training.
- Staff submitted Semiannual Labor Report and Section 3 Contractor Report
- Staff continued monitoring of rental property inventory.
- Staff held a tenant education presentation and financial management for residents of the Belvedere. A second session will be held in the fall.
- Staff coordinated the annual National Night Out event. Hundreds of residents attended.
- Staff attended meetings with outside agencies: Decatur Community Partnership, Community Foundation of Macon County, Dove, Inc., CONO and Continuum of Care (CoC).

MASS TRANSIT DIVISION

- Prepared and submitted Section 5307 Federal Transit Administration Grant.
- Prepared and submitted 5339 Bus and Bus facilities Grant.
- Submitted request for use of Transportation Development Credits (TDC) to be utilized as match for anticipated projects through the Section 5307 Federal Grant. Request approved.
- Submitted request for disposal of burned bus 9915 to FTA for a Like-Kind Exchange. Request approved.
- Rebuild engine for bus #9113 was warranted (less than \$20,000 threshold required for City Council approval). Bus #9020 needed rebuild of engine and was approved by City Council at their August 20, 2018 meeting.
- Assisted in transportation planning for the Decatur Celebration

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during August.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
AUGUST 2018**

NEW CASES	
Health & Safety (72 Hour)	111
Direct to Legal (Repeat Offenders)	7
Housing and Unfit	25
No Garbage Service	10
Nuisance	164
Secure of Abandoned Buildings	15
Weeds	805
TOTAL	
	1137

DEMOLITIONS	
New Cases	1
Sent to Legal	0
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	0
Active Demolitions	124

RE-INSPECTION VISITS	
Code Enforcement	695
Weeds	506
TOTAL	
	1201

GARBAGE SERVICE COMPLAINTS	
Received	5

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	111
Weeds	264

INVOICES*	
New Invoices	246
Dollar Amount	\$72,613.83

WEED ABATEMENT	
City Mowed - MCT lots	2
Owner Mowed	80
MCT Lots - Contractor Mowed	388
TOTAL	
	470

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$5,165.67

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
18-08

September 10, 2018

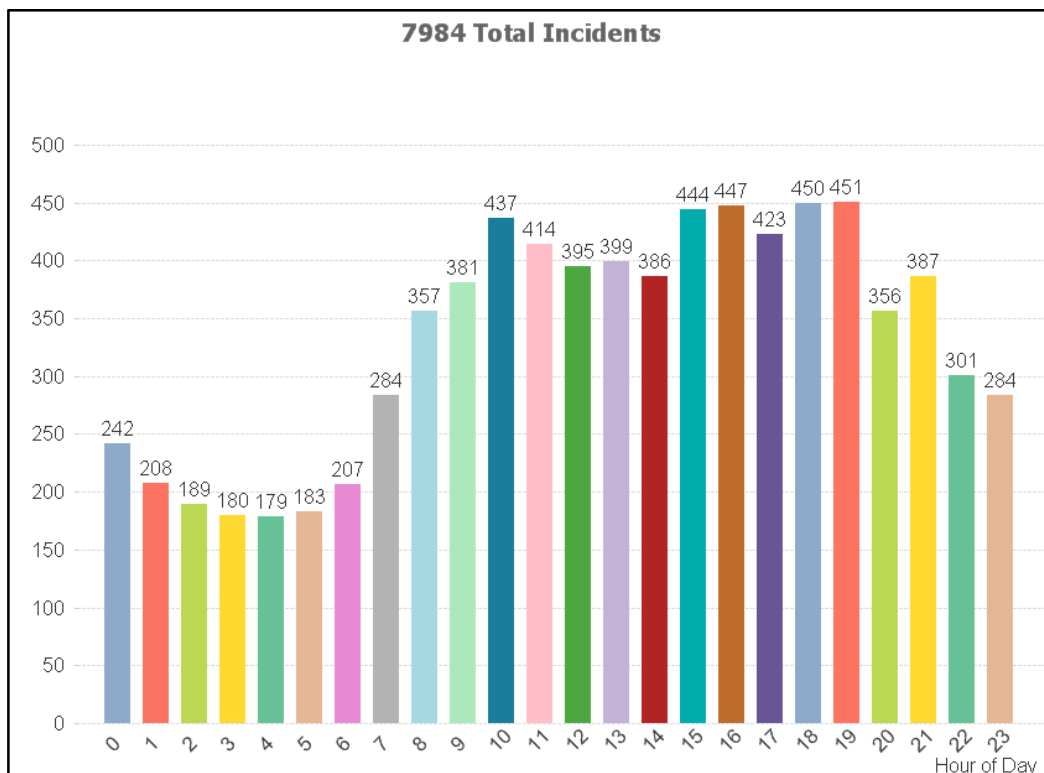
TO: Billy Tyus, Interim City Manager

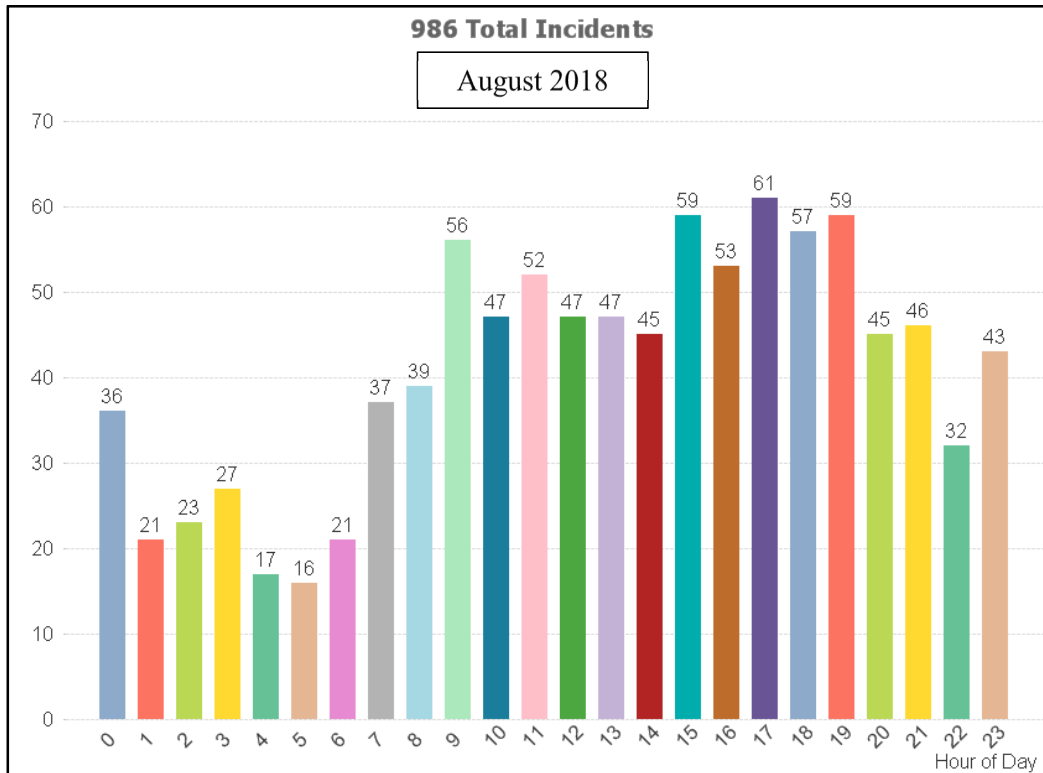
FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – August 2018

The fire department responded to 986 alarms in August. There have been 7984 alarms so far in 2018. The major project continues to be the fire station rehabilitation/construction project. The bids for phase two of the rehabilitation of stations 1, 2, 4 & 6 were completed, and awarded, in August. This will involve emergency generator installations, HVAC work, ceiling replacement and window replacement.

The bids for the construction of the new station 5 were received and awarded. Construction should begin in mid-September on the new station. Substantial completion of the new station is expected to be in March 2019. We are still working to acquire land for the new station 3 and station 7.





Fire Prevention Division:

The Fire Prevention Division investigated eight (8) fires. Inspectors ruled four (4) as Accidental; three (3) ruled as Incendiary; and 1 was undetermined. There were two (2) juvenile fire-setter interviews conducted in house. There were 105 key box installations or removals for the month and 10 inspections. Fire Prevention attended five (5) TRC, National Night Out and Traffic & Parking meetings total. We provided three (3) Fire Safety classes to the public. Fire Prevention installed 16 smoke / CO detectors in addition to the fire safety classes. Fire Prevention assessed seven (7) plan reviews.

Training Division:

The DFD participated in a wide variety of training in the month of August. The month began with all 3 battalions being taught a class on railroad safety by Norfolk Southern Hazardous Materials Compliance Officer Chris Burch. The training focused on the various types of materials handled by the railroad, general railroad and rail yard safety, and the DFD & NS functioning together should an incident occur within the city. Later in the month, a drill was hosted in the railyard for the DFD Hazardous Materials Team to train on those skills. Companies toured the South Shores Imaging Center and were trained on what to do should an incident occur with the MRI magnet at the facility. EMS training for the month focused on Respiratory Emergencies, Asthma, & the Mechanics of Breathing. Fire training was conducted for all members throughout the month at the Regional Training Center. The training consisted of proper hydrant connections, hose line pressures, and hose deployments from engine hose beds.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2018
August

This month, Information Technology Department (IT) staff completed the following notable work:

- CIRDC actively began testing and using the fiber circuits they obtained from the City in mid-August and the circuits are performing very well and as expected.
- City Fiber Phase 4 – Engineering documents are being compiled for the Fiber Builder. City has filed for two IDOT crossing permits and one Railroad permit. Permits have not been received yet.
- City Staff is working with Presidio to finalize contracts to provide Session Initiation Protocol (SIP) services for the City Phone System. This project has the potential to reduce our phone service costs by 50%.
- Continuing to pull together a quote to purchase phones and related equipment to bring the Public Library onto the City Phone System. This project has the potential of reducing overall phone costs for the Library.
- Several IT changes have been implemented to streamline the Cashiering operation inside Finance.
- IT Development completed a thirty-two manhour effort to modify the Police Evidence application per Police Department Direction.
- IT Development staff is continuing to overhaul the way the Building Permit Application processes payments. Anticipated completion still slated for late September.
- Working with Economic Development Department (ECD) to begin using a City Application called Leave Request which tracks time off requests and manages approval workflow. An enhancement is being worked on per ECD request.
- Investigating costs and effort to engage a Self-Service Password Reset Tool which will allow end users to reset their own computer access passwords.
- Replaced the building access system used for the Civic Center Employee Entrance to a technology already being used at the Decatur Police Department.
- The Graphical Information Systems (GIS) area of IT generated over 40 specialized GIS maps for various City projects. Increased volume makes this a notable item.
- In August, IT processed 122 Help Desk tickets, resolving 60 on initial call (49.2% First Call Resolution Rate). Out of the 122 tickets logged, 5 service surveys were returned which indicated “exceptional” service for four of them and the fifth “above average). Only comment received was: “Justin was polite, professional, and corrected my computer issue quickly.”

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
Interim City Manager Billy Tyus**

FROM: James E. Getz Jr., Chief of Police

RE: August 2018 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 162 authorized sworn police positions. At the end of August 2018, staffing was at 150. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	4	4	4
Police Sergeant	17	17	16
Police Patrol Officer	137	133	126
TOTAL	162	158	150

Civilian-Non Sworn Police Staffing: 10

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	2	2	2
Records Supervisor	1	1	1
Parking Enforcement	2	2	2
Part-time FOIA Officer	2	2	2
Total	10	10	10

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	10	40
Directed Patrols	42	295
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	74	525
Criminal Arrests	452	3025
Felony Drug Arrests	24	159
Firearms Seized	12	82
Traffic Citations	691	4846
Field Interviews	75	564
Written Warnings	407	2968
Calls for Service/CAD incidents	***	31143
Unlawful use of Motor Vehicle tows	160	1007
Driving Under the Influence Arrests (DUI)	33	226
DUI involving accidents	7	65
Fatal Accidents	0	3
Traffic Accidents	248	1835
Accidents with Personal Injury	53	302
City Ordinances Arrests	63	414

*** Unable to Provide Calls For Service due to Communication Center move and computer down at the time of this report. Will update in full next monthly report.

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
15	140	18	123

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	255 grams	43089 grams @ \$10-gram	\$430,890
Cocaine-Powder	30 grams	2784 grams @ \$100-gram	\$278,400
Cocaine-Crack	29 grams	302 grams @ \$100-gram	\$30,200
Heroin	2 grams	126 grams @ \$300-gram	\$37,800
Ecstasy	2 hits	4 @ 20 hit	\$80
Meth	68 grams	1110 grams @ 100-gram	\$111,000
K-2/Pills:	734	2552	
Search Warrants: 2		YTD: 24	
US Currency Seized: \$57,108		YTD: \$252,713	
Firearms seized: 2		YTD: 23	
Vehicles seized: 0		YTD: 6	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 131	YTD: 957
Cases closed/resolved: 77	YTD: 504
Criminal Arrests: 58	YTD: 384
Homicides: 1	YTD: 5
Infant Death Investigations: 0	YTD: 1
Suicide Detective Investigations: 2	YTD: 5
Missing Person Investigations: 12	YTD: 76
Computer forensic Exams: 4	YTD: 29
Sex Offenders Registered: 59	YTD: 581

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 31	YTD fugitive arrests: 221
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Freedom of Information (FOIA)

The Professional Standards Unit received 304 Freedom of Information Act requests for the month.

Total requests YTD in 2018- 2114

**Public Works Department
Monthly Activity Report
August 2018**

Engineering:

McKinley Avenue Sewer Rehabilitation: This project was approximately 50% designed by BGM & Associates (now Chastain & Associates) in 2015-16. The condition is considerably worse than originally estimated in the master plan that was completed 5 years ago. An engineering agreement was approved by Council on August 7, 2017, to complete the design for this project and potentially let bids in late 2018 or early 2019.

2018 State MFT Street Improvement Project: Two bids were received but both were rejected due to the plans missing a critical pay item. The project was rebid and awarded to Dunn Company on July 16. Work is scheduled to begin in early August.

2018 City MFT Street Improvement Project: The asphalt street reconstruction portion of this project was awarded to Dunn Company on May 7 with the notice to proceed provided on May 17. Work has continued in advance of the asphalt to replace sidewalk, curbs, and utility adjustments. The asphalt overlay has been completed on the following streets; Gebhart, Stephanie, Constant View, East Court, Calhoun, Downtown Alley, Decatur. Full street reconstruction has started on Whitmer.

2018 City MFT Street Improvement Project -County Fair Drive: The County Fair Drive Replacement was advertised on July 11 with bids received July 25. The bid specifications allowed an equivalent concrete or asphalt section of pavement. Four bids were received, 3 provided bids for the concrete option and 1 providing a bid for the asphalt option. Dunn Co provided the lowest responsive bid selecting the asphalt option. The project was presented and awarded on August 6, 2018. Work is scheduled to begin in August.

Nelson Park Neighborhood Storm Drainage Improvements: This project was designed by Blank, Wesselink, Cook & Associates. The project is funded through a low interest loan from the IEPA. Bids were opened on March 30, 2017, and approved by Council on April 17, 2017.

The IEPA has approved the loan and the project. Work began May 30, 2017. Work is completed through Nelson Park, the south trunk (south of Decatur St), and working on the north portion of the neighborhood (finished Johns St). Completion is expected in late 2018.

2017 Water Main Replacement Project: This was designed by City staff and bids were opened on February 21, 2017. Council approved a contract with Burdick Plumbing and Heating on March 6, 2017. The water mains have been installed in the Garman Park area and residential services have been established and the water line is now active. Final restoration is completed and completing final closeout of project.

2018 Water Main Replacement Project: The project was designed by City staff and bids were opened on April 25. Council approved a contract with Burdick Plumbing and Heating on May 7. The project is scheduled to commenced in June in the neighborhood west of MacArthur High School. Burdick started the watermain replacement at Grand and Summit and has completed approx. 3,750 feet of the 11,500 feet of pipe.

2018 DPTS Bus Shelter Pads: The project is a joint project with Transit utilizing federal funds for the upgrade and replacement of bus stops/shelters at 12 locations. The project was awarded to Kenny Construction by Council on July 2. Kenny has completed approx. 50% of the locations.

2018 Trenchless Long Lining Repairs: The project is the annual cured-in-place small diameter lining project for the sanitary and storm sewer systems. It was advertised May 30 and bids were open on June 20. The project was awarded to Insituform by Council on July 2. Cleaning and pre-CCTV has started with lining expected to begin in September.

Lake House Parking and Pier Improvements: The lake house parking and pier improvement project was advertised on July 25 with bids scheduled to be received on August 9. The project consists of repaving the parking lot and replacing the concrete and fence on the pier. The project is expected to be presented to Council at the August 20 meeting.

MUNICIPAL SERVICES MONTHLY DATA 08/01/18 – 08/27/18

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sewer Cleaning	14,626 lin. ft.	376 hours	
Paint Striping	67,945 ft.	66 hours	
Alley Grading	14,700 lin. ft.	28 hours	
Potholes Patched	1,362 each	173 hours	
Street Sweeping	883 miles	473.5 hours	

**Water Production Division
Monthly Activity Report
August 2018**

Lake Decatur Dredging Basins 1 through 4: Dredging continued and construction work continued to increase the height of the Oakley sediment storage berms. Since Great Lakes Dredge & Dock began dredging in November 2014, a total of 9,913,620 cubic yards of sediment has been removed from the lake, which is 92% of the contract amount, including over dredging, or 48 days of additional water supply.

Lake Decatur Landscape Maintenance: This year's project at the north side of the William Street Bridge was completed by Homer Tree Care in July.

Lake Services: Continued Lake Patrol, mowing, trash/debris removal, facilities maintenance, barge deliveries and dredging contractor worksite inspections. Prepared for busy Labor Day weekend. Assisted several organizations with lake events.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99.9% of the engineering and bid specifications. This project is on hold pending the completion of the proposed Long Term Water Utility Sustainability Plan in 2019.

Water Administration: Completed proposed FY 2019 operating budgets. Completed evaluating Additional Water Supply Plan proposals and interviews with the top three proposing firms. Participated in Public Works safety committee and Labor Management meetings.

Water Production: The level of Lake Decatur was maintained at an average of 614.21 feet above mean sea level (97% full) which was above normal for August due to plentiful rainfall. 627.89 million gallons of potable water were pumped to customers which was virtually identical to August 2017. Completed two rounds of intensive water quality sampling and testing of the water main system. Five staff attended a limnology and algae identification workshop.