



**Monday, May 21, 2018
5:30 PM**

Please take notice that the DCDF Members will convene at 5:15 p.m., on Monday, May 21, 2018, in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois for the purpose of the Annual Meeting of the DCDF Board.

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 May 7, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Proclamations and Recognitions
3. Resolution Designating Honorary Street Leslie T. Allen
4. Ordinance Providing for the Issuance of Not to Exceed \$29,000,000 General Obligation Bonds, Series 2018, to Finance Expansion of the City's Water Supply by the Dredging of Lake Decatur and Fire Facility Improvements
5. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code City Project 2018-08
6. Ordinance Establishing Handicapped Parking Space at the Southernmost Parking Space along the West Side of North Martin Luther King Jr Drive in the Parking Lane which ends 195 Feet North of the Centerline of East Marietta Street

7. Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South 22nd Place Facing South 22nd Place
8. Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South 23rd Street facing South 23rd Street
9. Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South 23rd Place facing South 23rd Place
10. Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South Nelson Boulevard facing East Clay Street
11. Resolution Authorizing Redevelopment Agreement Love's Travel Stops & Country Stores Inc.
12. Resolution Authorizing City Rider to the Highway Permit with the Illinois Department of Transportation for Loves Travel Center and Country Store, Inc.
13. Resolution Authorizing the Execution of a Temporary Construction Easement Agreement Between the City of Decatur and Clifford Mason
14. Resolution Authorizing the Execution of a Temporary Construction Easement Between the City of Decatur and Carol Klepzig
15. Ordinance Authorizing a Lift Station Easement and Access Agreement Between the City of Decatur and Clifford Mason
16. Resolution Accepting a Grant From the Illinois Housing Development Authority's Abandoned Residential Property Municipality Relief Program
17. Resolution Authorizing Action Regarding Unsafe Structures
18. Resolution Authorizing City Manager to Execute a Contract with MidAmerican Energy Services, LLC for Natural Gas Supply Services
19. Resolution Authorizing City Manager to Execute a Contract with Constellation NewEnergy - Gas Division, LLC for Natural Gas Supply Services
20. Resolution Authorizing City Manager to Execute a Contract with AEP Energy, Inc. for Electricity Supply Services
21. Resolution Authorizing City Manager to Execute a Contract with Constellation NewEnergy, Inc. for Electricity Supply Services
22. Resolution Authorizing City Manager to Execute a Contract with Illinois Power Marketing dba Homefield Energy for Electricity Supply Services
23. Resolution Authorizing City Manager to Execute a Contract with MidAmerican Energy Services, LLC for Electricity Supply Services
24. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs
 - C. Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Shoreline Classic
 - D. Resolution Regarding Temporary Closing of State Rights-of-Way

Community Events - Firecracker Road Run

- E. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park Decatur Area Arts Council - Arts in Central Park 2018
- F. Resolution Approving Appointment - DCDF
- G. Resolution Approving Reappointments - DCDF

VI. Other Business

VII. Recess to Study Session

Community Revitalization

VIII. Adjournment

April 2018 Monthly Reports

CITY COUNCIL MINUTES
Monday, May 7, 2018

Mayor Julie Moore Wolfe was absent.

On Monday, May 7, 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 Pro Tempore Dana Ray presided, together with her being Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Pat McDaniel. Six members present. Mayor Pro Tempore Dana Ray declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Pro Tempore Dana Ray led the Pledge of Allegiance to the Flag.

Mayor Pro Tempore Dana Ray called for Appearance of Citizens.

Mark Tyus, owner of Euroclydon, Inc., spoke about his bid for the Motor Fuel Tax Street Improvement Project that was rejected. He would like to come to some compromise with the City to make the regulation in City Code Chapter 28 work.

Millikin Heights Neighborhood Association President Alan Duesterhaus invited Council to go to their new website MillikinHeights.org and give them feedback on the new website. Mr. Duesterhaus asked the City to change the neighborhood names on City maps to reflect Millikin Heights as the new neighborhood name and any other database referencing their old near west side name. Mr. Duesterhaus stated they are maintaining NWRAPS to rehabilitate and revitalize the City and they are open to doing houses outside of their neighborhood.

Jacob Jenkins with the Black Chambers of Commerce of Illinois read a statement in support of City Code Chapter 28.

James Taylor requested the City repair the potholes in the streets. Pot holes present a danger for motorcycle riders.

Metro Decatur Black Chamber Chairman Pat West read a statement regarding minority participation in City contracts. Mrs. West recommended a task force be put together to review City Code Chapter 28 in order to reach it goals. She requested Council table the Dunn contract and take another review.

Mayor Pro Tempore Dana Ray called for approval of the minutes.

The minutes of the April 16, 2018, Council meeting were presented. Councilwoman Lisa Gregory moved the minutes be approved as written; seconded by Councilman Pat McDaniel, and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat

McDaniel and Mayor Pro Tempore Dana Ray voted aye. Mayor Pro Tempore Dana Ray declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Pro Tempore Dana Ray called for New Business.

City Manager Tim Gleason provided the City's budget update. Mr. Gleason reviewed the deficit breakdown and presented solutions to reduce current costs. Mr. Gleason responded to Council members' comments and questions.

Mayor Pro Tempore Dana Ray called for Proclamations and Recognitions.

Niki Fenderson with Robertson Charter School read the Proclamation proclaiming May 7, 2018 through May 11, 2018 as Decatur's Charter School Week.

Angie Miller read the Proclamation proclaiming Saturday, May 12, 2018 as National Association of Letter Carriers Food Day Drive.

R2018-39 Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality under the Illinois Highway Code, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2018-40 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Homer Tree Care, Inc., for Removal of Trees on Various City Rights of Way was presented. Councilwoman Lisa Gregory moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Pat McDaniel asked if any of the subject property belonged to the Park District. City Manager Tim Gleason stated no. Councilman Charles Kuhle asked if any other contractors picked up a packet. City Manager Tim Gleason stated that Romer Brothers did.

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

R2018-41 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Homer Tree Care, Inc. for Removal of Trees and Brush along William Street Embankment, was presented. Councilwoman Lisa Gregory moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman David Horn asked if the trees and brush that are being removed along the lake for shoreline protection, if the protection was from erosion. Public Works Director Matt Newell stated that when a large tree falls it could take a large chunk of soil that could imperil the erosion that could occur. Councilman David Horn asked if there were plans to revegetate these areas. Mr. Newell stated that they leave the grass that is already established.

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

R2018-42 Resolution to Approve an Intergovernmental Agreement with the Sanitary District of Decatur for the Wildwood Sanitary Sewer Repairs, City Project 2018-06, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilman David Horn asked if the amount of money being allocated was to protect the sewer lines or to prevent the erosion. City Manager Tim Gleason stated it was to restore and protect. Councilman David Horn asked if the City knew what the cause of the erosion was in this particular area. Public Works Director Matt Newell stated he couldn't say directly what was causing the increased erosion in this particular location. Through the years as the City developed there is more storm water that exits the City. Councilman Charles Kuhle asked if this was a common occurrence or is this rare what has happened there. Mr. Newell stated it was not uncommon, but it doesn't happen all the time.

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

R2018-43 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Company, Inc., for 2018 Annual Water Main Replacement Project, City Project 2018-10, was presented. Councilwoman Lisa Gregory moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman David Horn asked if Burdick Plumbing would meet the goal of 10% MBE subcontractor goal and 18% of the total hours worked by minority workers. City Manager Tim Gleason stated they submitted what was required in the bid to make a good faith effort and then it would become the City's responsibility to keep an eye on the project.

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

R2018-44 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Tyrolt, Inc., d/b/a Dunn Company for 2018 Local Motor Fuel Tax Street Improvement Project, City Project 2018-25, was presented. Councilwoman Lisa Gregory moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Bill Faber asked if there would be any harm to the City or the project by postponing the item two weeks. City Manager Tim Gleason was not sure postponing two weeks would make a difference. Mr. Gleason recommended Council pass the Resolution. Councilman David Horn stated that only about 1.6% of the work will be done by MBE contractors. Councilman David Horn asked City Manager Tim Gleason if he could confirm that Dunn Company provided documentation that it made a good faith effort to reach 10% and describe it. City Manager Tim Gleason stated that Dunn Company did everything that they were supposed to do.

David Tyrolt with Dunn Company shared information with Council regarding their good faith effort to build minority work forces and contracting companies. Dunn Company reached out to 25 companies for quotes for this specific project and 19 either did not respond or declined to provide a quote. Dunn Company selected three of the six quotes submitted as providers for the project. Two of the others that provided quotes were not the lowest responsible bidders to Dunn Company. One contractor was not selected because they did not meet the qualifications to work for Dunn Company. Mr. Tyrolt responded to Council members questions.

Mark Tyus appealed to Council to postpone the item two weeks.

Mayor Pro Tempore Dana Ray asked Public Works Director Matt Newell about the time line for the project. Mr. Newell stated the pre-bid meeting was April 11, 2018 and the bids were due on April 26, 2018.

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

R2018-45 Resolution Approving Amendment to the Professional Services Agreement with Quetica, LLC, for the Decatur Supply Chain Study, City Project 2014-06, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilman David Horn motioned to amend the Resolution that DUATS will provide \$70,000 for the study; seconded by Councilman Bill Faber. Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Pro Tempore Dana Ray voted aye. Mayor Pro Tempore Dana Ray declared the motion to amend the Resolution carried.

City Manager Tim Gleason asked to confirm what was approved for the funding for the Agreement; is it no action required by Council again but it is contingent on \$70,000 funding provided by DUATS. Councilman David Horn stated it was contingent upon funding of \$70,000, that the City would pay \$3,860, as for Macon County they would pay 50% of the \$3,860. Mayor Pro Tempore Dana Ray asked the City Clerk to read the amendment. City Clerk Debra Bright stated that Councilman David Horn motioned to amend the Resolution that DUATS will provide \$70,000 for the study.

Corporation Counsel Wendy Morthland clarified that the Resolution as amended is with language added to Section 1 after \$73,860, in the second to last sentence, the language contingent upon DUATS reimbursing the City in the amount of \$70,000 for a total not to exceed \$362,390. Mayor Pro Tempore Dana Ray stated the whole point to Councilman Horn's statement was to reinsure that we are reimbursed the \$70,000 from DUATS.

City Clerk Debra Bright presented the Resolution as Amended to the Professional Services Agreement with Quetica, LLC, for the Decatur Supply Chain Study, City Project 2014-06 as amended to add language to Section 1 as follows, after \$73,860, the language will be, contingent upon DUATS reimbursing the City in the amount of \$70,000 for a total not to exceed \$362,390. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Council members Bill Faber, David Horn and Mayor Pro Tem Dana Ray voted aye. Council members Lisa Gregory, Charles Kuhle and Pat McDaniel voted nay. Three ayes and three nays. The motioned failed.

Mayor Pro Tempore Dana Ray called for roll call on the original motion on the floor - Resolution Approving Amendment to the Professional Services Agreement with Quetica, LLC, for the Decatur Supply Chain Study, City Project 2014-06.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Pro Tempore Dana Ray voted aye. Councilman Bill Faber voted nay. Five ayes and one nay. Mayor Pro Tempore Dana Ray declared the motion carried.

Resolution Supporting and Authorizing Expenditures of City Funds – Forsyth Classic, was presented. Councilman Charles Kuhle moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Cindy Deadrick Wolfer addressed the benefits and opportunities of being a sponsor of the Forsyth Classic.

Council members shared their comments and concerns regarding the Forsyth Classic funding. Councilman David Horn motioned to amend the Resolution from the proposed amount of \$20,000 to \$15,000; seconded by Councilman Bill Faber.

Upon call of the roll, Council members Bill Faber and David Horn voted aye. Council members Lisa Gregory, Charles Kuhle, Pat McDaniel, and Mayor Pro Tempore Dana Ray voted nay. Two ayes and four nays. Mayor Pro Tempore Dana Ray declared the motion failed.

Mayor Pro Tempore Dana Ray called for the roll of the original Resolution. Upon call of the roll, Council members Lisa Gregory, David Horn and Charles Kuhle voted aye. Council members Bill Faber, Pat McDaniel and Mayor Pro Tempore Dana Ray voted nay. Three ayes and three nays. Mayor Pro Tempore Dana Ray declared the motion failed.

Mayor Pro Tempore Dana Ray called for Consent Calendar Items A through H and asked if any Council member wished to have an item removed from the Consent Calendar. The Clerk read Items A and H:

- A. Receiving and Filing of Minutes Boards and Commissions
- B. R2018-46 Resolution Approving Reappointments – Construction and Housing Board of Appeals
- C. R2018-47 Resolution Approving Reappointments – Electrical Commission
- D. R2018-48 Resolution Approving Reappointments – Heating, Air Conditioning and Refrigeration Commission
- E. 2018-12 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Lock Stock & Barrel Bike Night May 10, 2018
- F. 2018-13 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue – Lock Stock & Barrel Bike Night August 9, 2018
- G. 2018-14 Amended Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way and in Central Park Decatur Smokin’ BBQ Festival
- H. 2018-15 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way and in Central Park Decatur Celebration, Inc. French Fried 5K & Street Party

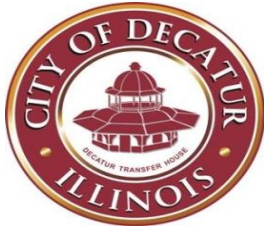
Councilman Pat McDaniel moved Items A and H be approved by Omnibus Vote; seconded by Councilwoman Lisa Gregory. Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Pro Tempore Dana Ray voted aye. Mayor Pro Tempore Dana Ray declared the motion carried.

Mayor Pro Tempore Dana Ray called for Other Business. Councilman Pat McDaniel thanked City staff for a great City wide cleanup event last Saturday. Councilman Pat McDaniel suggested authorizing City staff to start asking for identification from participants at the cleanup to verify they live in Decatur.

With no other business, Mayor Pro Tempore Dana Ray called for adjournment. Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Lisa Gregory, and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Pro Tempore Dana Ray voted aye. Mayor Pro Tempore Dana Ray declared the motion carried.

Mayor Pro Tempore Dana Ray declared the Council meeting adjourned at 7:34 p.m.

Approved _____
Debra G. Bright
City Clerk



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report April 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 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.

City Financial Position

The City of Decatur ended April 2018 with a total cash position of \$55.1 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$55.1 as of the end of March.

The City General Fund ended April 2018 with a cash position of \$6.6 million versus the March cash position of \$6.8 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 April 30 provides a cash reserve representing 36 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 April 30 excluding the General Fund cash position is \$55.1 million, contained in Special Revenue funds (\$8.0 million), TIF Redevelopment funds (\$0.3 million), Capital funds (\$0.1 million), Debt Service fund (\$0.1 million), Internal Service funds (\$4.8 million) and Enterprise funds (\$35.1 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Apr 2018	Mar 2018	Comment
Special Revenue	8.0	8.0	Library, State MFT, Local MFT, Federal programs, PS capital, etc
TIF Redevelopment	0.3	0.3	Debt service and redevelopment agreement obligations
Capital	0.1	0.1	Capital funding available
Debt	0.1	0.1	Debt service obligations
Internal Service	4.8	5.2	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	35.1	34.6	Utilities - Water, Sewer, Storm Water, Lake Dredging, Transit
Non-General Fund	48.5	48.3	
General Fund	6.6	6.8	Basic services to citizens and stakeholders
Total City Cash	55.1	55.1	

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

Changes of note in the period:

- Enterprise funds increased \$0.5 million. Water fund increase (\$1.2 million) due to in period positive operational cash flow (\$1.2 million), Transit decrease (\$0.6 million) due in period operational cash flow.
- 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.**
- Internal Service funds decreased \$0.4 million due higher in period healthcare claim expense.

General Fund Position

Cash

The City General fund cash position ended April at \$6.6 million, an increase from the March cash position of 6.8 million. The current cash balance represents a cash reserve position of 36 days (was 36 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 April 2018.

\$ (000)	Budget (4)	Year to Date (1)	Budget Target (2)	% vs Target (3)
Revenue	64,800	18,813	18,890	(0.4)%
Expense	67,995	17,490	18,403	(5.0)%
Surplus(deficit)	(3,195)	1,323	487	

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 April is \$18.8 million versus budget to date revenue of \$18.9 million, below budget by \$0.1 million or 0.4%.

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 four months into the twelve-month cycle, the year-to-date benchmark is 33% 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	3,676	34%	3,638	1%
Local Sales Tax	9,552	3,247	34%	3,282	(1)%
State Income Tax	6,783	2,483	37%	2,263	10%
Food & Beverage Tax	3,257	1,057	32%	1,053	0%
Telephone Tax	1,674	564	34%	611	(8)%
Utility Tax (Gas & Elec)	4,702	1,895	40%	1,692	12%
State Local Use Tax	2,123	747	35%	696	7%
Cable TV Tax	1,055	277	26%	508	(45)%
State Replacement Tax	925	416	45%	558	(25)%
Hotel Use Tax	848	228	27%	177	29%
Video Gaming Tax	1,130	384	34%	401	(4)%

Sales Tax – **state sales tax is running slightly ahead of the full year budget target, and 1% above the prior year; local sales tax is running ahead of the full year budget target, and 1% behind 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.

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 when such on-line shopping has no nexus to 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.

State Income Tax – **4% above the full year budget target and 10% above 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.***

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 – **1% below the full year budget target and on par with the prior year.**

Telephone Tax – **1% above 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 imposed tax rate and then be affected by up or down by utility prices and consumer usage.

State Replacement Tax – **12% above the full year budget target, 25% 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 – **6% below the full year target, 29% above the prior year.** City increased the hotel use tax rate from 6% to 8% effective January 1, 2016.

Video Gaming Tax – **1% 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. Video gaming revenue thru April of \$452k is on par with the budget and 12% above the prior year. Tax revenue continues to exceed the budget expectation. Currently operating are 79 establishments with 377 video gaming terminals.

General Fund Expense Comments

General Fund expense in the month of \$4.684 million was below the budget expectation of \$4.692 million. On a year to date basis, general fund spending is below budget by \$0.9 million or 5%.

The below budget spending to date of \$0.9 million is attributed to open positions (21) and across the board cautious spending behavior.

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

Drug Enforcement	\$0.7 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	\$2.1 million	Earmarked for street repair and maintenance.
Major Moves	\$0.1 million	Earmarked for economic development infrastructure projects
Public Library Fund	\$0.2 million	Cash balance in line with expectations awaiting receipt of the June property tax distribution.
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 Projects	\$0.0 million	No in year funding is available from General Fund sources. The funding level is substandard to maintain sufficient cap-ex investment requirements properly securing city assets
Debt Fund	\$0.1 million	Earmarked for debt payments on current debt issues
Equipment Replacement	\$0.6 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	\$1.1 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	\$2.8 million	Coverage for healthcare and other EE benefit expense.
Public Transit Operations	\$0.7 million	City received in March the State IDOT operating grant funding for state Q3 and state Q4 in the amount of \$2.3 million. City Treasury is no longer financing the transit operation. City staff will continue process to affect advance transit funding.
Fiber Optics Fund	\$0.1 million	Earmarked for city investment in the next phase of fiber optic network. Project work in progress.
Storm Water Fund	\$1.9 million	Balance and ongoing cash flow are sufficient to fund currently defined storm water projects
Sewer Fund	\$6.1 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 3+ 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	\$5.7 million	Balance available to pay contractor invoices for the dredging of Lake Decatur. <i>Next phase of fund raising will occur likely in June to secure funding for project. This will be the final debt raising exercise funding the Lake Decatur dredging initiative.</i>

Trust & Agency Fund balance of \$160.1 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include \$10.2 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 \$10.2 million of pooled cash.

The pooled cash is invested in treasury bonds and are scheduled to mature over the next 1-2 years.

The interest earnings from the investments to date have earned the city in excess of \$0.5 million. Additional interest income will accrue to the city over the period to investment maturity in an amount approximating \$0.1 million.

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

Debt

Debt outstanding as of January 1, 2018, is \$155.3 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 city will continue to evaluate the progress of the Lake Decatur dredging initiative cash flow for determination of when the next and likely final debt issue will occur. Such bond debt issue is likely to occur in June.

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 April 2018 of \$51.0 million is 25% of the annual revenue budget of \$203.7 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.

Expenditure Tracking

City-wide Expenditures to April of \$52.1 million are 25% of the full year budget of \$211.3 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 April is an operating profit before debt service of \$5.0 million on revenues of \$9.4 million. Debt payments on GO bonds and other debt due to date in 2018 including principal and interest of \$6.0 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.

Of concern, water usage continues to decline. 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%.

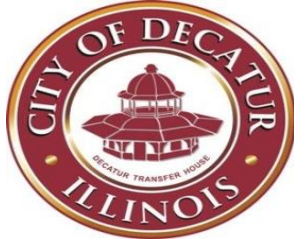
To date in 2018, water usage has increase versus the same period in the prior year. Industrial usage is up 5% versus the prior year offset by residential usage decline of 1% and commercial usage decline of 4%.

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 449 FTE's versus budget of 470 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
May 13, 2018



Fiscal Year 2018

Fiscal Period Ending April, 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: April, 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	6,779,372.32	4,544,242.91	4,683,983.03	(12,418.18)		6,627,214.02		6,627,214.02	0.00
12	Special Revenue Funds PLANNING FUND	317,832.55	24,243.02	150,791.54	0.00		191,284.03		191,284.03	
17	HOME FUND	87,505.49	11,417.75	4,648.77	0.00		94,274.47		94,274.47	
18	CDBG FUND	(2,749.76)	54,584.83	46,283.18	0.00		5,551.89		5,551.89	
22	DUATS FUND	62,435.05	55.02	396.76	0.00		62,093.31		62,093.31	
25	DRUG ENFORCEMENT FUND	635,136.41	96,345.52	19,507.99	(25,773.08)		686,200.86		686,200.86	
26	DUI FINES AND FEES FUND	188,665.46	6,567.53	3,409.97	0.00		191,823.02		191,823.02	
27	POLICE LAB & PROGRAMS	59,425.99	52.06	7,729.00	0.00		51,749.05		51,749.05	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	500,765.91	2,297.93	16,960.71	0.00		486,103.13		486,103.13	
34	BUILDING FUND	188,382.94	49,676.63	32,810.34	0.00		205,249.23		205,249.23	
35	LIBRARY FUND	332,400.02	160,396.54	298,273.18	0.00		194,523.38		194,523.38	
36	MUNICIPAL BAND FUND	29,407.62	807.88	126.00	0.00		30,089.50		30,089.50	
42	LOCAL STREETS & ROADS	1,823,404.45	150,292.49	16,791.75	0.00		1,956,905.19		1,956,905.19	
46	MOTOR FUEL TAX FUND	2,067,250.05	149,675.15	96,347.06	0.00		2,120,578.14		2,120,578.14	
47	MAJOR MOVES	107,423.75	100.04	10,000.00	0.00		97,523.79		97,523.79	
49	FIRE CAPITAL FUND	10,616.33	30,547.48	17,722.80	0.00		23,441.01		23,441.01	
58	LIBRARY CAPITAL	130,794.78	106.76	0.00	0.00		130,901.54		130,901.54	
59	LIBRARY TRUST FUNDS	240,899.43	279.39	2,466.22	0.00		238,712.60		238,712.60	
82	DCDF FUND	124,000.78	1,590.94	65.97	0.00		125,525.75		125,525.75	
83	NEIGHBORHOOD IMPROVEMENTS	29,257.91	28.83	0.00	0.00		29,286.74		29,286.74	
84	COMMUNITY REVITALIZATION	1,086,506.48	633.83	0.00	0.00		1,087,140.31		1,087,140.31	
	Total Special Revenue Funds	8,019,361.64	739,699.62	724,331.24	(25,773.08)	0.00	8,008,956.94	0.00	8,008,956.94	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	12,398.91	245.67	0.00	0.00		12,644.58		12,644.58	
20	SE PLAZA TIF FUND	52,761.43	9,456.52	0.00	0.00		62,217.95		62,217.95	
21	WABASH CROSSING TIF	155,453.44	193.54	0.00	0.00		155,646.98		155,646.98	
23	EASTGATE TIF FUND	17,128.49	16,836.10	0.00	0.00		33,964.59		33,964.59	
24	SOUTHSIDE TIF FUND	50,506.47	49.98	0.00	0.00		50,556.45		50,556.45	
28	PINES SHOPPING CENTER TIF	2,679.23	2,694.46	0.00	0.00		5,373.69		5,373.69	
29	GRAND & OAKLAND TIF	4,974.34	5,001.91	0.00	0.00		9,976.25		9,976.25	
	Total TIF & Redevelpmnt Funds	295,902.31	34,478.18	0.00	0.00	0.00	330,380.49	0.00	330,380.49	0.00
50	Debt Fund DEBT FUND	88,280.35	21,190.08	0.00	0.00		109,470.43		109,470.43	0.00
40	Capital Funds PEG CAPITAL FUND	58,290.71	4,358.04	2,206.56	0.00		60,442.19		60,442.19	
45	CAPITAL PROJECT FUND	21,987.85	20.21	0.00	0.00		22,008.06		22,008.06	
	Total Capital Funds	80,278.56	4,378.25	2,206.56	0.00	0.00	82,450.25	0.00	82,450.25	0.00

City of Decatur
Treasurer's Cash Report

Month of: April, 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>
	Internal Service Funds									
60	FLEET MAINTENANCE	255,095.39	204,695.27	180,882.31	0.00		278,908.35		278,908.35	
61	EQUIPMENT REPLACEMENT	593,507.05	3,914.80	9,686.15	0.00		587,735.70		587,735.70	
64	RISK MANAGEMENT	1,066,695.46	259,532.60	200,038.55	0.00		1,126,189.51		1,126,189.51	
65	INSURANCE FUND	3,304,316.00	669,707.32	1,129,018.38	0.00		2,845,004.94		2,845,004.94	
	Total Internal Service Funds	5,219,613.90	1,137,849.99	1,519,625.39	0.00	0.00	4,837,838.50	0.00	4,837,838.50	0.00
	Enterprise Funds									
70	MASS TRANSIT - OPERATION	1,271,769.35	45,562.20	622,822.83	0.00		694,508.72		694,508.72	
77	FIBER OPTICS	77,302.37	23,245.24	3,000.00	0.00		97,547.61		97,547.61	
78	STORM WATER	1,823,309.99	180,291.87	56,410.54	0.00		1,947,191.32		1,947,191.32	
79	SEWER FUND	6,410,916.08	472,206.90	823,114.22	(3.19)		6,060,005.57		6,060,005.57	
80	WATER FUND	2,152,609.17	2,310,400.10	1,050,330.89	(23,512.27)		3,389,166.11		3,389,166.11	
81	WATER CAPITAL	4,569,134.26	15,040.50	21,351.58	0.00		4,562,823.18		4,562,823.18	
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	66,383.50	58,157.35	48,899.95	(264.49)		75,376.41		75,376.41	
89	WATER BOND	5,748,831.99	1,422.87	6,973.80	0.00		5,743,281.06		5,743,281.06	
	Total Enterprise Funds	34,620,256.71	3,106,327.03	2,632,903.81	(23,779.95)	0.00	35,069,899.98	0.00	35,069,899.98	0.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	239,041.72	123,974.89	623,518.84	0.00	540,000.00	279,497.77		279,497.77	
90	FIRE PENSION INVESTMENTS	67,580,839.08	156,713.28	2,770.45	0.00	(540,000.00)		67,194,781.91	67,194,781.91	
	TOTAL FIRE PENSION	67,819,880.80	280,688.17	626,289.29	0.00	0.00	279,497.77	67,194,781.91	67,474,279.68	
91	POLICE PENSION FUND CASH	1,300,202.30	140,954.00	655,099.63	0.00		786,056.67		786,056.67	
91	POLICE PENSION INVESTMENTS	91,602,895.96	183,408.74	(6,305.41)	0.00			91,792,610.11	91,792,610.11	
	TOTAL FIRE PENSION	92,903,098.26	324,362.74	648,794.22	0.00	0.00	786,056.67	91,792,610.11	92,578,666.78	
	Total Trust & Agency Funds	160,722,979.06	605,050.91	1,275,083.51	0.00	0.00	1,065,554.44	158,987,392.02	160,052,946.46	0.00
	Total City Funds	215,826,044.85	10,193,217.0	10,838,133.54	(61,971.21)	0.00	56,131,765.05	158,987,392.02	215,119,157.07	0.00

Memorandum Items

Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,181,391.00	10,181,391.00	
City Funds ex Trust & Agency	55,103,065.79	9,588,166.06	9,563,050.03	(61,971.21)	0.00	55,066,210.61	10,181,391.00	55,066,210.61	0.00

City of Decatur
Treasurer's Investment Report

Month of: **April, 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
Federated US Treasury Cash Reserves	Liquid		0.00	0.00	(0.00)	(0.00)	4,213.21	0.00	4,213.21	513.76	0.00 ok
Total Investment(s)			0.00	0.00	(0.00)	(0.00)	220,477.76	0.00	220,477.76	4,888.76	0.00

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%	1,600,000.00	1,600,000.00	0.00	1,600,000.00	43,758.33	6,774.72	36,983.61	0.00	18,000.00 ok
US Treasury Bond	10/15/18	0.87500%	1,750,000.00	1,732,568.36	0.00	1,732,568.36	37,235.30	669.38	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	6,881.86	2,087.90	4,793.96	0.00	5,000.00 ok
US Treasury Bond	04/15/19	0.87500%	1,000,000.00	992,773.43	0.00	992,773.43	8,702.17	382.50	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	15,642.30	6,267.30	9,375.00	9,375.00	18,750.00 ok
US Treasury Bond	10/31/19	1.25000%	1,000,000.00	993,281.25	34.53	993,315.78	6,250.17	34.70	6,250.00	6,250.00	12,500.00 ok
US Treasury Bond	11/30/19	1.50000%	1,050,000.00	1,042,945.31	778.85	1,043,724.16	5,834.37	6,613.22	0.00	0.00	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	1,526.29	1,751.70	0.00	0.00	20,625.00 ok
Federated US Treasury Cash Reserves	Liquid		158,643.25	158,643.25	193,343.73	351,986.98	3,657.44	517.79	3,139.65	1,347.70	4,878.84 ok
Total Investment(s)			10,058,643.25	9,987,008.48	194,382.52	10,181,391.00	222,028.12	25,099.21	197,967.70	34,628.95	119,566.34

GRAND TOTALS:	10,058,643.25	9,987,008.48	194,382.52	10,181,391.00	442,505.88	25,099.21	418,445.46	39,517.71	119,566.34
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Notes:

Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16.

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.

City of Decatur
Debt Schedule

Period Ending: 2017 Budget
date of update: December 21, 2017

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/ Refi) Issue	Debt at 1/1/2017	FY17 Principal Payments	FY17 Interest Payments	Debt at 12/31/2017	FY17 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	7,295,000	7,295,000	338,292	-	7,633,292 ok
11	2010A Bonds	LOC Payoff-Reynolds Building	2005/2008	2010	2030	50	Tax Levy	6/15	12/15	8,715,000	7,910,000	205,000	432,958	7,705,000	637,958 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	23,080,000	1,185,000	1,301,218	21,895,000	2,486,218 ok
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000	1,845,000	205,000	71,750	1,640,000	276,750 ok
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15	1,805,000	235,000	235,000	9,400	-	244,400 ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000	6,110,000	620,000	129,481	5,490,000	749,481 ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000	13,375,000	1,250,000	589,400	12,125,000	1,839,400 ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000	22,490,000	860,000	1,001,538	21,630,000	1,861,538 ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000	22,515,000	815,000	920,750	21,700,000	1,735,750 ok
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000	22,205,000	235,000	795,222	21,970,000	1,030,222 ok
xx	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	-	-	-	-	6,275,000	- ok
xxx															
Total Bond Debt										146,405,000	127,060,000	12,905,000	5,590,009	120,430,000	18,495,009
Promissory Notes & Loans Payable															
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/Pilot	2/1	8/1	3,000,000	1,185,000	185,000	70,649	1,000,000	255,649 ok
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	various	80/10/60/70	Qtry	Qtry	17,212,394	15,811,356	664,591	540,659	15,146,765	1,205,250 ok
15	IEPA Construction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169	2,343,333	419,307	65,051	1,924,026	484,358 ok
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328	5,425,209	361,681	-	5,063,528	361,681 ok
28	IEPA Construction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	12/15	6/15	7,589,673	6,962,117	326,897	132,799	6,635,220	459,696 ok
29	Busey Bank	DPD Furniture & Technology (17355)	2014		2019	10	10	Qtry	Qtry	1,500,000	768,977	303,124	13,115	465,853	316,239 ok
34	IEPA Construction Loan Pending	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218	2,089,988	91,461	41,241	1,998,527	132,702 ok
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,940	381,296	59,992	8,770	321,304	68,762 ok
35	Soy Capital	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000	862,215	136,655	24,345	725,560	161,000 ok
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)	2015		2017	33	33	Qtry	Qtry	284,732	107,763	107,763	809	-	108,572 ok
37	Busey Bank (drawdown)	Fire Facility Rehabilitation (24045)	2016		2023	49	49	2/15	8/15	2,200,000	160,481	314,286	1,953	(153,805)	316,239 note 1
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000	1,093,140	1,071,428	6,920	21,712	1,078,348 note 1
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	2017		2018	33	33	Qtry	Qtry	460,011	-	56,508	2,288	403,503	58,796 ok
44	Busey Bank	Public Works Heavy Equipment (xxxxx)	2017		2022	61	61	Qtry	Qtry	180,624	-	8,354	1,467	172,270	9,821 ok
xxx															
xxx															
Total Notes & Loans Payable										57,705,089	37,190,875	4,107,047	910,066	33,724,463	5,017,113
Capital Leases															
19	Busey Bank	Fire Apparatus Arial Platform (10)	2011		2018	49	49	9/1		947,850	286,431	141,756	6,788	144,675	148,544 ok
21	Busey Bank	Police Vehicles SUV (1) (10850)	2013		2017	33	33	Qtry	Qtry	26,911	3,447	3,447	22	-	3,469 ok
22	Busey Bank	Water Service Truck (1) (10855)	2013		2018	80	80	Qtry	Qtry	33,988	10,518	6,995	149	3,523	7,144 ok
24	Busey Bank	Sewer Vactor Truck (1) (15820)	2013		2018	79	79	Qtry	Qtry	321,998	116,348	65,979	1,816	50,369	67,795 ok
26	Busey Bank	Water Service Truck (1) (17360)	2014		2019	80	80	Qtry	Qtry	25,150	11,629	5,104	194	6,525	5,298 ok
27	Busey Bank	Traffic Service Truck (1) (17365)	2014		2019	10	10	Qtry	Qtry	31,114	14,386	6,313	241	8,073	6,554 ok
31	PNC Equipment Finance	Police Vehicles Interceptor (10)	2015		2017	33	33	Qtry	Qtry	287,499	72,564	72,564	349	-	72,913 ok
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)	2016		2019	49	49	Qtry	Qtry	62,860	52,643	20,742	898	31,901	21,640 ok
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560	351,560	76,760	1,643	274,800	78,403 ok
41	PNC Equipment Finance	Fire Apparatus Pierce Saber Pumper	2017		2023	49	49	3/1		428,380	-	-	-	428,380	- ok
42	Presidio Technology Capital	IT Data Storage Equipment	2017		2019	10	10	7/1		285,966	-	95,322	-	190,644	95,322 ok
xxx															
xxx															
xxx															
xxx															
xxx															
xxx															
Total Capital Leases										2,803,276	919,526	494,982	12,100	1,138,890	507,082
Total City Debt										206,913,365	165,170,401	17,507,029	6,512,175	155,293,353	24,019,204

Note(s)
1 Drawdown loan with 2017 and future draws to occur as projects continue to completion

City of Decatur
Debt Schedule

[home](#)

Period Ending: 2017 Budget
date of update: December 21, 2017

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%	Debt Liquidated 12/21/2017	
11	2010A Bonds	LOC Payoff-Reynolds Building	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%			
xx	2017 Bonds	Refunding of 2008 GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%			
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 Pending	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%			
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	check	Busey Bank	Busey Bank	fund 33 100%			
44	Busey Bank	Public Works Heavy Equipment (xxxxx)	check	Busey Bank	Busey Bank	fund 61 100%			
xxx									
xxx									
Total Loans Payable									
Capital Leases									
19	Busey Bank	Fire Apparatus Arial Platform (10)	check	Busey Bank	Busey Bank	fund 49 100%			
21	Busey Bank	Police Vehicles SUV (1) (10850)	check	Busey Bank	Busey Bank	fund 33 100%			
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%			
31	PNC Equipment Finance	Police Vehicles Interceptor (10)	check	PNC Equipment Finance	PNC Equipment Finance	fund 33 100%			
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 Saber Pumper	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%			
xxx									
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	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	
Revenues													
Interest Income	6,372	192	308	1,423									8,295
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-									-
Dredging - Chastain & Assoc	-	7,588	-	1,284									8,872
Dredging - Klingner & Assoc	-	-	14,262	5,690									19,953
Total Expenditures	-	7,588	14,262	6,974	-	-	-	-	-	-	-	-	28,824
Ending cash available	5,770,182	5,762,786	5,748,832	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	5,743,281	

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

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

Period Ending: April, 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	-	-	-	-									-	13,599,264	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-									-	1,982,200	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	15,581,464	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	807,770	837,288	959,353	712,309									3,316,720	9,787,460	34%
var	STATE SALES TAX	var	882,653	917,921	1,088,364	840,607									3,729,545	11,067,740	34%
	OTHER TAXES TOTAL		1,690,423	1,755,209	2,047,717	1,552,916	-	-	-	-	-	-	-	-	7,046,265	20,855,200	34%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	-	255,934	-	21,185									277,119	1,055,000	26%
301203	FOOD & BEVERAGE TAX	10	285,512	240,470	238,274	292,841									1,057,097	3,257,000	32%
301204	HOTEL AND MOTEL TAX	10	43,682	52,238	58,642	73,099									227,661	848,000	27%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-									-	11,000	0%
301103	PROPERTY TAX	10	-	-	-	-									-	9,642,679	0%
301202	TELEPHONE UTILITY TAX	10	141,050	141,599	142,414	138,931									563,994	1,674,000	34%
301209	UTILITY TAX - ELECTRIC & GAS	10	448,827	526,654	480,199	439,275									1,894,954	4,702,000	40%
	Sub Total		919,072	1,216,894	919,528	965,331	-	-	-	-	-	-	-	-	4,020,825	21,189,679	19%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	2,869	2,657	2,554	2,478									10,558	31,000	34%
301205	LOCAL SALES TAX	10	789,250	818,768	945,129	693,789									3,246,935	9,551,800	34%
301207	LOCAL USE TAX	10	166,257	192,590	243,593	145,000									747,439	2,123,000	35%
302105	STATE INCOME TAX	10	578,461	837,319	420,941	646,373									2,483,094	6,783,000	37%
302104	STATE REPLACEMENT TAX	10	111,269	-	103,928	201,098									416,295	925,000	45%
301201	STATE SALES TAX	10	868,073	903,341	1,078,143	826,027									3,675,585	10,873,500	34%
301210	VIDEO GAMING TAX	10	94,074	95,249	90,255	104,905									384,483	1,130,000	34%
	Sub Total		2,610,253	2,849,923	2,884,543	2,619,669	-	-	-	-	-	-	-	-	10,964,389	31,417,300	35%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-									-	395,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	395,000	0%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	110,342	110,342	110,342	110,342									441,370	1,324,109	33%
303621	ADMIN SERVICES	10	149,938	149,938	149,938	149,938									599,752	1,684,704	36%
303622	PUBLIC WORKS SERVICES	10	114,641	114,641	114,641	114,641									458,564	1,375,692	33%
303623	HUMAN RELATIONS SERVICES	10	4,197	4,197	4,197	4,197									16,788	50,364	33%
303624	PURCHASING SERVICES	10	11,658	11,658	11,658	11,658									46,632	139,896	33%
303626	BLDG INSPECTION SERVICES	10	15,750	15,750	15,750	15,750									63,000	189,000	33%
303627	PENSION FUND ADMIN SERV	10	4,286	4,286	4,286	4,286									17,144	51,432	33%
303628	SEWER FUND-EPA	10	27,624	27,624	27,624	27,624									110,496	331,488	33%
306700	IT SERVICES	10	73,152	73,152	73,152	73,152									292,608	877,824	33%
306707	CDBG PERSONNEL/EXP REIMB	10	51,120	32,244	36,333	34,669									154,365	393,247	39%
306751	HOME PERSONNEL/EXP REIMB	10	7,928	5,982	2,736	4,556									21,202	100,191	21%
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									163,851	430,000	38%
303606	WATER STREET CUTS	10	28,507	17,939	7,302	20,289									74,038	342,000	22%
	Sub Total	10	643,420	650,603	615,777	602,272	-	-	-	-	-	-	-	-	2,512,072	7,414,821	34%

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

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

Period Ending: April, 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									307,037	921,000	33%
303510	ELECTRIC AGGREGATION ADMIN	10	5,341	8,593	6,148	5,512									25,594	99,000	26%
Sub Total			82,100	85,352	82,908	82,271	-	-	-	-	-	-	-	-	332,631	1,020,000	33%
Grants																	
302106	FEDERAL	10	-	-	-	-									-	-	-
302114	POLICE OT REIMBURSEMENTS	10	9,672	13,141	5,067	7,230									35,110	133,000	26%
302107	STATE GRANTS OR OTHER	10	-	-	-	-									-	117,000	0%
Sub Total			9,672	13,141	5,067	7,230	-	-	-	-	-	-	-	-	35,110	250,000	14%
Fees for Services External																	
303408	SANITARY DISTRICT - ADMIN	10	24,963	-	-	-									24,963	-	-
304300	ANIMAL REGISTRATION LATE FEES	10	700	605	675	495									2,475	9,000	28%
304302	GARBAGE HAULERS	10	-	-	-	-									-	27,000	0%
304303	CONTRACTOR LICENSES	10	6,625	850	575	275									8,325	34,000	24%
304304	LIQUOR LICENSES	10	3,558	(1,242)	2,136	19,600									24,051	504,000	5%
304306	BOAT LICENSES	10	-	-	18,346	24,226									42,571	120,000	35%
304307	OTHER LICENSES	10	5,219	2,070	4,606	9,000									20,895	221,000	9%
304401	BUILDING PERMITS	10	14,620	18,039	7,954	23,409									64,022	211,000	30%
304402	PIER PERMITS	10	-	-	10,553	27,834									38,387	83,000	46%
303301	ON STREET PARKING	10	421	1,183	373	741									2,718	8,000	34%
303302	PARKING LOT 1	10	1,535	735	1,860	1,702									5,833	24,000	24%
303306	PARKING LOT 10	10	633	698	829	700									2,860	10,000	29%
303308	GARAGE C	10	3,110	3,440	6,069	4,355									16,974	87,000	20%
303310	RESIDENTIAL PARKING	10	900	180	120	120									1,320	1,000	132%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,689	1,485	2,473	2,145									8,792	26,000	34%
304490	ADMIN COURT FINES	10	5,520	8,146	7,011	6,825									27,502	101,000	27%
305500	ADMINISTRATIVE COURT FEES	10	3,331	3,591	3,804	3,741									14,467	54,000	27%
305501	COURT FINES	10	10,311	16,396	18,503	18,375									63,585	195,000	33%
305502	BOOT FEE	10	525	735	420	630									2,310	7,000	33%
305503	WEED CUTTING FEES	10	3,807	3,931	2,038	4,814									14,590	51,000	29%
305505	ILLEGAL USE OF VEHICLE	10	25,185	22,135	29,625	21,770									98,715	357,000	28%
305506	OVERTIME PARKING FEES	10	15,806	14,673	14,733	13,535									58,748	177,000	33%
305507	VARIANCE AND ZONING	10	635	413	695	890									2,633	9,000	29%
305513	OTHER FINES AND FEES	10	600	165	638	6									1,409	8,000	18%
305516	PET CITATIONS	10	5,624	7,221	5,187	8,265									26,297	60,000	44%
305517	DUCK BLIND FEES	10	-	-	-	-									-	1,000	0%
305520	TRASH & CLEAN UP FINES	10	3,609	3,788	4,694	7,245									19,337	73,000	26%
303415	PROFESSIONAL STANDARDS	10	-	100	-	1,477									1,577	1,500	105%
308801	RENTAL OF CITY PROPERTY	10	100	100	100	100									400	1,200	33%
308803	SALE OF OTHER PROPERTY	10	150	-	-	-									150	-	-
308807	DEMOLITION PAYMENTS	10	4,085	3,875	3,144	20,411									31,515	35,000	90%
308810	DAMAGE TO CITY PROPERTY	10	-	2,208	-	-									2,208	2,500	88%
308814	INVENTORY REIMBURSEMENTS	10	-	-	-	-									-	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-									-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	21	-	29,244	2,780									32,045	-	-
308898	BANK RECONCILIATION ADJ	10	-	(285)	-	(230)									(515)	-	-
308899	MISCELLANEOUS INCOME	10	5,123	1,464	3,285	2,361									12,233	50,000	24%
310010	FIRE PROGRAMS	10	160	160	240	3,160									3,720	12,000	31%
305512	FIRE & BURGLAR ALARMS	10	-	100	100	-									200	11,000	2%
305514	POLICE RECORDS	10	961	625	1,087	991									3,664	10,000	37%
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	-	-	-	-	-	-	-	-	939,519	3,104,200	30%
Investment/Other Income																	
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-									-	-	-
307101	INTEREST INCOME	10	882	442	646	6,298									8,268	9,000	92%
Sub Total			882	442	646	6,298	-	-	-	-	-	-	-	-	8,268	9,000	92%
General Fund Total			4,445,352	5,133,634	4,689,586	4,544,243	-	-	-	-	-	-	-	-	18,812,814	64,800,000	29%

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

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

Period Ending: April, 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								93,737	324,000	29%
various	HOME PROGRAM	17	15,692	6,136	4,738	11,418								37,984	840,899	5%
various	CDBG	18	51,395	57,369	57,288	54,585								220,637	1,896,919	12%
various	DUATS	22	11	54,849	3	55								54,918	260,000	21%
various	PEG PROJECTS	40	46	18,220	3	4,358								22,626	84,250	27%
various	MASS TRANSIT	70	45,516	2,545,745	2,365,708	45,562								5,002,530	8,236,980	61%
various	DCDF	82	386	1,822	1,458	1,591								5,257	20,000	26%
various	NEIGHBORHOOD IMPROVEMENTS	83	6	1	2	29								38	100	38%
various	COMMUNITY REVITALIZATION	84	29	26	58	634								747	300,000	0%
various	RECYCLING	88	63,843	53,320	59,589	58,157								234,909	698,000	34%
Sub Total			198,916	2,762,896	2,510,939	200,632	-	-	-	-	-	-	-	5,673,383	12,661,148	45%
Redevelopment & TIF																
various	OLDE TOWNE TIF	19	25	0	1	246								272	1,171,887	0%
various	SE PLAZA TIF	20	9,361	9,301	6,925	9,457								35,043	441,900	8%
various	WABASH CROSSING TIF	21	33	4	8	194								238	232,000	0%
various	EASTGATE TIF	23	16,758	16,610	18,144	16,836								68,348	323,550	21%
various	SOUTHSIDE TIF	24	11	1	3	50								64	28,000	0%
various	PINES SHOPPING CENTER TIF	28	2,674	2,662	1,391	2,694								9,422	110,200	9%
various	GRAND & OAKLAND TIF	29	4,965	4,944	(1,482)	5,002								13,429	198,550	7%
Sub Total			33,826	33,523	24,990	34,478	-	-	-	-	-	-	-	126,816	2,506,087	5%
Public Safety																
various	DRUG ENFORCEMENT	25	668	1,428	68,616	96,346								167,057	182,300	92%
various	DUI COURT FINES	26	6,035	7,444	8,326	6,568								28,373	118,965	24%
various	POLICE PROGRAMS/LAB	27	601	1	402	52								1,056	15,010	7%
various	FIRE EMERGENCY GRANT	32	-	-	-	-								-	100,000	0%
various	POLICE CAPITAL	33	292	88,686	27	2,298								91,303	182,300	50%
various	FIRE CAPITAL	49	8,990	42,749	130,000	30,547								212,278	1,505,000	14%
Sub Total			16,587	140,308	207,371	135,811	-	-	-	-	-	-	-	500,076	2,103,575	24%
Debt Service																
various	DEBT SERVICE	50	20,734	20,598	20,592	21,190								83,114	1,297,942	6%
Public Works & Capital																
various	LOCAL STREETS & ROADS	42	217,150	137,641	136,598	150,292								641,681	4,802,000	13%
various	CAPITAL STREET PROJECTS	45	5	1	1	20								27	-	-
various	MFT PROJECTS	46	174,307	195,202	149,302	149,675								668,487	2,187,950	31%
various	MAJOR MOVES	47	19	30,002	6	100								30,127	2,530,000	1%
various	FLEET MAINTENANCE	60	211,182	210,125	208,598	204,695								834,600	2,611,465	32%
various	EQUIPMENT REPLACEMENT	61	(3,181)	5,397	935	3,915								7,066	-	-
various	STORMWATER PROJECTS	78	299,660	278,319	119,305	180,292								877,575	4,668,200	19%
various	SEWER PROJECTS	79	1,376,328	442,800	1,734,953	472,207								4,026,289	11,249,900	36%
Sub Total			2,275,471	1,299,487	2,349,698	1,161,197	-	-	-	-	-	-	-	7,085,853	28,049,515	25%
Library																
various	LIBRARY OPERATIONS	35	73,642	54,599	72,091	160,397								360,729	3,590,215	10%
various	LIBRARY CAPITAL	58	3	3	7	107								120	375,000	0%
various	LIBRARY TRUST FUNDS	59	306	6	13	279								605	10,000	6%
Sub Total			73,952	54,608	72,111	160,783	-	-	-	-	-	-	-	361,454	3,975,215	9%

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

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

Period Ending: April, 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
Other Miscellaneous																
various BUILDING FUND	34	49,535	49,518	49,524	49,677									198,254	594,288	33%
various BAND	36	787	782	783	808									3,160	93,077	3%
various RISK MANAGEMENT	64	258,786	393,585	258,619	259,533									1,170,521	3,241,284	36%
various EMPLOYEE BENEFIT	65	667,812	674,969	695,610	669,707									2,708,098	9,073,156	30%
various FIBER OPTICS	77	49	221,949	904	23,245									246,148	230,000	107%
Sub Total		976,970	1,340,803	1,005,439	1,002,970	-	-	-	-	-	-	-	-	4,326,181	13,231,805	33%
Water Utility & Capital																
various WATER	80	2,310,310	2,484,684	2,331,672	2,310,400									9,437,065	30,111,992	31%
various WATER CAPITAL	81	2,691	384	1,001,233	15,041									1,019,348	3,756,000	27%
various WATER BOND FUND	89	6,372	192	308	1,423									8,295	19,023,500	0%
Sub Total		2,319,373	2,485,259	3,333,213	2,326,863	-	-	-	-	-	-	-	-	10,464,708	52,891,492	20%
Fudiciary Trust & Agency																
various FIRE PENSION	90	342,399	362,417	281,950	280,688									1,267,454	9,961,294	13%
various POLICE PENSION	91	669,225	389,874	932,995	324,363									2,316,457	12,239,078	19%
Sub Total		1,011,625	752,290	1,214,945	605,051	-	-	-	-	-	-	-	-	3,583,911	22,200,372	16%
Grand Total Revenues		11,372,805	14,023,404	15,428,884	10,193,217	-	-	-	-	-	-	-	-	51,018,311	203,717,151	25%

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
Pay Year

2017
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	19,897.22	19,897.22
2	Redevelopment TIF		21,705,941		2,237,453.76	2,237,459.11	2,237,459.11
			ok			ok	ok
	Total Property Tax Levy				16,114,254.04	16,114,449.08	16,114,449.08

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			Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 6/xx/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	-	-	-	-	1,061,641.00	0.0%
General Purpose	10	857,525.13	99.0%	848,950.00	-	-	-	-	848,950.00	0.0%
Fire Pension	10	4,900,060.25	99.0%	4,851,060.00	-	-	-	-	4,851,060.00	0.0%
Police Pension	10	4,082,036.28	99.0%	4,041,216.00	-	-	-	-	4,041,216.00	0.0%
City Library	35	2,900,001.65	99.0%	2,871,002.00	-	-	-	-	2,871,002.00	0.0%
Municipal Band	36	65,001.90	99.0%	64,352.00	-	-	-	-	64,352.00	0.0%
Mass Transit		-			-	-	-	-	-	
Public Building Bonds		-			-	-	-	-	-	
Total City		13,876,989.97		13,738,221.00	-	-	-	-	13,738,221.00	0.0%
City Collection Rate:								0.0%		
ZTF3 Pines TIF (4062)	28	72,271.73	100.0%	72,272.00	-	-	-	-	72,272.00	0.0%
ZTF4 SE Plaza TIF (9542)	20	319,031.71	100.0%	319,032.00	-	-	-	-	319,032.00	0.0%
ZTF5 Olde Towne TIF (4555)	19	1,044,448.71	98.0%	1,023,560.00	-	-	-	-	1,023,560.00	0.0%
ZTF6 Near North TIF (4455)	21	558,807.54	100.0%	558,808.00	-	-	-	-	558,808.00	0.0%
ZTF8 Eastgate TIF (9543)	23	95,157.67	100.0%	95,158.00	-	-	-	-	95,158.00	0.0%
ZTF0 Grand & Oakland (xxxx)	29	127,844.53	100.0%	127,845.00	-	-	-	-	127,845.00	0.0%
ZTFA SS Redevelopment (xxxx)	24	19,897.22	100.0%	19,897.00	-	-	-	-	19,897.00	0.0%
Redevelopment TIF		2,237,459.11		2,216,572.00	-	-	-	-	2,216,572.00	0.0%
City Collection Rate:								0.0%		
Total Property Tax Levy		16,114,449.08		15,954,793.00	-	-	-	-	15,954,793.00	0.0%
City Collection Rate:					ok	ok		0.0%		

Note(s)

- 1 Payment received 06/xx/2018 from Macon County Treasurer with check distribution / checks xxxxx, dated June xx, 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)

Decatur Road & Bridge Tax Distribution	10-0831-301102
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Total County Distribution to Civil City	-	-	-	-
	ok	ok	ok	

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	test s/b "0"
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Distribution to City including TIF & Mobile Home	-	-	-	-
	ok	ok	ok	

Prepared By:

Office of the City Treasurer

General Obligation Bond Debt	50-43500-301103	ZTF3 Pines TIF (4062)	28-43281-301103
General Purpose	10-0231-301103	ZTF4 SE Plaza TIF (9542)	20-43200-301103
Fire Pension	10-0231-301103	ZTF5 Olde Towne TIF (4555)	19-45190-301103
Police Pension	10-0231-301103	ZTF6 Near North TIF (4455)	21-43210-301103
City Library	35-59350-301103	ZTF8 Eastgate TIF (9543)	23-43230-301103
Municipal Band	36-43360-301103	ZTF0 Grand & Oakland (xxxx)	29-43291-301103
		ZTFA SS Redevelopment (xxxx)	24-43241-301103

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

Period Ending: April, 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
30	050 Planning & Sustainability	SPR-PL-3000(73) 3-C TRANSPORTATION PLANNING ACTIVITIES (DUATS PL)		X	Y	ACTIVE	286,396
31	050 Planning & Sustainability	IL-80-0017 TECHNICAL STUDIES GRANT (DUATS FTA)		X	Y	ACTIVE	47,767
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
14062	050 Planning & Sustainability	Pending SUPPLY CHAIN NETWORK PLANNING & OPTIMIZATION STRATEGY		X		PENDING	230,020
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
21	065 Police	1121-0235 - 2015 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	11,419
32	065 Police	Pending - 2015 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	26,954
J2016	065 Police	2016-DJ-BX-0285 JUSTICE ASSISTANCE GRANT		X	N	ACTIVE	30,236
28	065 Police	AP-17-0175 STEP		X	Y	ACTIVE	72,618
34	065 Police	AP-18-0120 STEP		X	Y	ACTIVE	70,566
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
09333	082 Public Works	TIGER GRANT; BRUSH COLLEGE RD FAIRIES PKWY GRADE SEP		X	N	PENDING	20,000
09334	082 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
1222	082 Public Works	NELSON PARK BIORETENTION PROJECT	X		N	PENDING	575,000
12221	082 Public Works	IEPA L17-5315 WATER POLLUTION 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
1507	082 Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
L2016	350 Library	FY2016 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	58,679
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
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
FC17	700 Mass Transit	BUS & BUS FACILITIES INFRASTRUCTION PROGRAM pending		X	Y	DENIED	3,627,999
S17	700 Mass Transit	OP-17-08-IL #4724 FY-2017 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	4,783,235
S18	700 Mass Transit	OP-18-08-IL #4876 FY-2018 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	10,051,800

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

Period Ending: April, 2018

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount			
S19	700	Mass Transit	OP-19-08-IL #Pending FY-2019 DOWNS			STATE 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

April, 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									11,635	59,964	59,964	19%
015	EXECUTIVE	10	55,500	51,849	52,743	53,684									213,777	725,522	725,522	29%
016	HUMAN RESOURCES	10	37,668	46,209	56,180	43,515									183,572	629,533	629,533	29%
017	INFORMATION TECHNOLOGIES	10	177,727	121,354	136,023	263,603									698,707	1,914,833	1,914,833	36%
018	CITY CLERK	10	2,918	2,393	1,698	2,364									9,373	28,514	28,514	33%
020	LEGAL	10	96,775	85,767	90,223	78,509									351,275	879,594	949,234	37%
035	FINANCE	10	87,132	92,208	96,741	133,032									409,114	1,380,147	1,380,147	30%
037	PURCHASING	10	16,389	16,915	16,463	16,780									66,547	223,082	223,082	30%
038	CIVIC CENTER	10	18,204	20,678	15,442	18,937									73,261	230,238	230,238	32%
039	CITY GENERAL ADMINISTRATIVE	10	23,097	95,003	164,436	82,750									365,286	3,053,285	3,239,285	11%
Sub Total			519,022	534,786	633,149	695,588	-	-	-	-	-	-	-	-	2,382,546	9,124,712	9,380,352	25%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,665	32,280	31,413	32,796									140,154	634,335	634,335	22%
052	BUILDING INSPECTIONS	10	43,496	41,807	44,445	43,114									172,862	667,200	597,560	29%
053	NEIGHBORHOOD INSPECTIONS	10	45,004	42,479	42,758	46,765									177,007	750,694	750,694	24%
054	NEIGHBORHOOD OUTREACH	10	25,158	24,774	24,775	24,775									99,483	332,719	332,719	30%
Sub Total			157,323	141,341	143,391	147,450	-	-	-	-	-	-	-	-	589,505	2,384,948	2,315,308	25%
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									6,797,284	26,646,611	26,646,611	26%
070	FIRE	10	1,193,479	1,046,153	1,192,532	1,142,806									4,574,970	19,777,504	19,777,504	23%
Sub Total			3,135,152	2,632,175	2,645,797	2,998,139	-	-	-	-	-	-	-	-	11,411,264	46,650,115	46,464,115	25%
Public Works																		
080	PUBLIC WORKS ADMIN	10	152,230	25,796	50,018	29,268									257,312	454,973	454,973	57%
082	ENGINEERING	10	75,725	75,688	84,767	67,269									303,449	1,258,764	1,258,764	24%
083	MUNICIPAL SERVICES	10	373,360	350,223	346,841	328,161									1,398,586	4,673,548	4,673,548	30%
084	STREETS	10	67,056	70,855	111,086	74,129									323,125	896,717	896,717	36%
086	TRAFFIC & PARKING	10	179,095	162,990	59,644	320,348									722,077	2,020,086	2,020,086	36%
088	URBAN FORESTRY	10	23,836	26,167	28,504	23,629									102,137	531,137	531,137	19%
Sub Total			871,302	711,720	680,860	842,805	-	-	-	-	-	-	-	-	3,106,686	9,835,225	9,835,225	32%
General Fund Expenditure Total			4,682,799	4,020,022	4,103,197	4,683,983	-	-	-	-	-	-	-	-	17,490,001	67,995,000	67,995,000	26%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

April, 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
Development Services																		
120	PLANNING	12	1,196	18,234	642	150,792									170,863	553,500	553,500	31%
170	HOME PROGRAM	17	7,939	6,049	2,880	4,649									21,517	296,739	296,739	7%
171	PROGRAM DELIVERY COSTS	17	5,960	58	193	-									6,211	544,160	544,160	1%
181	PROJECTS	18	24,395	16,981	16,981	22,467									80,824	908,377	908,377	9%
183	REHAB PROJECTS	18	3,443	24,252	30,997	9,019									67,710	549,108	549,108	12%
184	ADMINISTRATION	18	23,345	14,179	17,453	14,798									69,775	439,434	439,434	16%
220	DUATS	22	-	52,745	-	397									53,141	260,000	260,000	20%
400	PEG PROJECTS	40	2,706	222,747	2,674	2,207									230,333	305,154	305,154	75%
701	MT-OPERATIONS	70	67,060	74,244	70,368	106,834									318,505	1,170,354	1,170,354	27%
702	MT-MAINTENANCE	70	148,558	126,374	132,822	111,868									519,622	1,483,059	1,483,059	35%
703	MT-TRANSPORTATION	70	283,302	429,027	347,958	363,721									1,424,008	4,863,603	4,863,603	29%
704	MT-INSURANCE	70	10,705	46,389	2,310	40,400									99,803	374,656	374,656	27%
705	MT-CAPITAL	70	59,116	3,111	-	-									62,227	345,308	345,308	18%
820	DCDF	82	269	2,269	1,041	66									3,645	135,600	135,600	3%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	337	75	-									412	20,378	20,378	2%
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									206,149	661,495	661,495	31%
Sub Total			721,585	1,085,863	682,318	876,116	-	-	-	-	-	-	-	-	3,365,882	13,210,925	14,210,925	24%
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-	-	-									-	1,143,590	1,143,590	0%
200	SE PLAZA TIF	20	476,921	-	-	-									476,921	550,000	550,000	87%
210	WABASH CROSSING TIF	21	-	-	-	-									-	266,760	268,260	0%
230	EASTGATE TIF	23	-	-	68,588	-									68,588	320,000	320,000	21%
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	-	-	-	-	-	-	-	-	-	842,354	2,583,450	2,587,500	33%
Public Safety																		
250	DRUG ENFORCEMENT	25	12,019	12,005	23,338	19,508									66,870	414,776	414,776	16%
260	DUI COURT FINES	26	5,914	1,690	10,473	3,410									21,486	132,500	132,500	16%
270	POLICE PROGRAMS/LAB	27	-	3,339	375	7,729									11,443	34,700	34,700	33%
320	FIRE EMERGENCY GRANT	32	-	-	-	-									-	100,000	100,000	0%
330	POLICE CAPITAL	33	63,462	3,025	2,947	16,961									86,394	303,151	303,151	28%
490	FIRE CAPITAL	49	5,410	77,541	-	5,410									88,361	366,047	366,047	24%
491	FIRE CAPITAL PROJECTS	49	-	216,526	33,213	12,313									262,052	1,330,000	1,330,000	20%
Sub Total			86,804	314,127	70,346	65,330	-	-	-	-	-	-	-	-	536,607	2,681,174	2,681,174	20%
Debt Service																		
512	DS-2002 BOND-WABASH CROSSNG	50	29,987	-	-	-									29,987	59,974	59,974	50%
516	DS-2010A BOND	50	-	-	-	-									-	179,601	179,601	0%
518	DS-2010C BOND	50	-	-	-	-									-	138,550	138,550	0%
521	DS-2012 GO BOND	50	-	692,026	-	-									692,026	747,366	747,366	93%
Sub Total			29,987	692,026	-	-	-	-	-	-	-	-	-	-	722,013	1,125,491	1,125,491	64%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

April, 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
Public Works & Capital																		
420	LOCAL MFT INITIATIVE PROJECTS	42	54,503	-	11,565	16,792									-			
421	LOCAL STREET CAP PROJECTS	42	918	574,819	3,873	-									82,860	3,010,000	3,010,000	3%
451	CAPITAL STREET PROJECTS	45	-	-	-	-									579,609	1,206,429	1,206,429	48%
460	MFT PROJECTS	46	55,145	98,817	59,733	96,347									-	28,450	28,450	0%
470	MAJOR MOVES	47	5,000	21,275	-	10,000									310,043	2,999,100	2,999,100	10%
601	FLEET OPERATIONS	60	111,746	140,891	106,279	117,871									36,275	2,610,000	2,610,000	1%
602	FLEET INVENTORY	60	27,412	118,236	92,911	63,011									476,786	1,563,864	1,563,864	30%
610	EQUIPMENT REPLACEMENT	61	350	36,224	-	9,686									301,570	886,000	886,000	34%
780	STORM WATER PROJECTS	78	264,623	62,335	231,028	56,411									46,260	214,400	214,400	22%
782	STORM DEBT SERVICE-2017 IEPA	78	-	-	-	-									614,397	4,596,691	4,596,691	13%
790	SEWER PROJECTS	79	633,218	1,239,361	1,529,835	593,266									-	120,000	120,000	0%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	-	229,848								3,995,681	13,149,674	13,149,674	30%
793	SEWER DEBT SERVICE-2014 IEPA	79	66,351	-	-	-	-								229,848	459,696	459,696	50%
794	SEWER DEBT SERVICE-2015 IEPA	79	-	-	-	-	-								66,351	132,702	132,702	50%
															-	550,000	550,000	0%
Sub Total			1,219,266	2,291,958	2,035,224	1,193,232	-	-	-	-	-	-	-	-	6,739,680	31,527,006	31,527,006	21%
Library																		
351	LIBRARY OPERATIONS	35	253,076	273,840	275,631	298,273									1,100,820	3,573,350	3,573,350	31%
582	LIBRARY CAPITAL PROJECTS	58	-	-	-	-									-	375,000	375,000	0%
591	DPL-CANTONI TRUST	59	-	-	30	-									30	45,000	45,000	0%
592	DPL-MEYER TRUST	59	1,884	1,924	1,861	1,861									7,530	46,528	46,528	16%
594	DPL-DONATIONS	59	-	515	775	606									1,896	30,000	30,000	6%
Sub Total			254,961	276,279	278,297	300,739	-	-	-	-	-	-	-	-	1,110,276	4,069,878	4,069,878	27%
Other Miscellaneous																		
340	BUILDING FUND	34	25,305	34,046	37,138	32,810									129,300	478,912	478,912	27%
360	BAND	36	1,830	1,039	126	126									3,121	93,077	93,077	3%
641	RISK MANAGEMENT	64	19,367	17,908	21,805	19,763									78,844	268,740	268,740	29%
642	WORKER'S COMPENSATION	64	120,449	233,854	281,199	158,957									794,459	1,986,500	1,986,500	40%
643	LIABILITY PROPERTY & CASUALTY	64	8,559	-	125,386	21,318									155,263	687,500	687,500	23%
651	MEDICAL INSURANCE	65	910,440	1,007,611	684,953	1,129,018									3,732,022	10,502,278	10,502,278	36%
653	UNEMPLOYMENT INSURANCE	65	-	8,534	-	-									8,534	30,000	30,000	28%
770	FIBER OPTICS	77	-	413,516	3,000	3,000									419,516	232,100	232,100	181%
Sub Total			1,085,951	1,716,507	1,153,608	1,364,993	-	-	-	-	-	-	-	-	5,321,060	14,279,107	14,279,107	37%
Water Utility & Capital																		
801	WATER PRODUCTION	80	470,121	381,239	408,597	344,202									1,604,159	5,167,997	5,167,997	31%
802	WATER LAKE SERVICES	80	59,994	93,192	59,597	63,869									276,651	1,093,944	1,093,944	25%
803	WATER ADMINISTRATION	80	284,634	291,401	294,119	291,097									1,161,251	6,375,914	6,375,914	18%
804	WATER SERVICES	80	246,657	330,754	253,759	261,212									1,092,382	3,377,028	3,377,028	32%
805	UTILITY CUSTOMER SERVICE	80	79,032	59,731	87,781	89,951									316,495	1,138,668	1,138,668	28%
808	WATER DEBT SERV-SWTP	80	-	5,497,759	350	-									5,498,109	10,726,893	10,726,893	51%
809	WATER DEBT-NITRATE FACILITY	80	-	-	-	-									-	484,358	484,358	0%
80B	WATER DEBT-MAIN&FRANK TANK	80	180,840	-	-	-									180,840	361,681	361,681	50%
80C	WATER DEBT-ENERGY PROJECT	80	-	313,660	-	-									313,660	1,263,528	1,263,528	25%
811	WATER NON LAKE CAPITAL	81	-	8,029	176,216	20,000									204,245	5,000,000	5,000,000	4%
812	WATER LAKE CAPITAL	81	-	380	-	1,352									1,732	762,000	762,000	0%
890	WATER BONDS	89	-	7,588	14,262	6,974									28,824	20,295,000	20,295,000	0%
Sub Total			1,321,279	6,983,734	1,294,681	1,078,656	-	-	-	-	-	-	-	-	10,678,350	56,047,011	56,047,011	19%
Fudiciary Trust & Agency																		
900	FIRE PENSION	90	643,730	653,729	629,587	626,289									2,553,335	8,413,192	8,413,192	30%
910	POLICE PENSION	91	702,048	706,636	661,710	648,794									2,719,189	8,352,740	8,352,740	33%
Sub Total			1,345,778	1,360,365	1,291,297	1,275,084	-	-	-	-	-	-	-	-	5,272,524	16,765,932	16,765,932	31%
Grand Total Expenditures			11,235,969	18,740,882	11,263,763	10,838,134	-	-	-	-	-	-	-	-	52,078,747	210,284,974	211,289,024	25%

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	2,266,797	2,235,579	31,218	2,184,431	82,366
Tapping Fees	-	1,177	(1,177)	1,241	(1,241)
UCB Billing Reimb	38,876	36,664	2,212	-	38,876
Interest Income	3,780	914	2,866	968	2,812
Other Income	948	2,385	(1,437)	1,015	(67)
Total Revenue	2,310,401	2,276,719	33,682	2,187,655	122,746
Cost of Service					
Water Production	344,202	450,249	(106,047)	429,867	(85,665)
Water Services	261,212	268,566	(7,354)	255,303	5,909
Total Cost of Service	605,414	718,815	(113,401)	685,170	(79,756)
% of Revenue	26.2%	31.6%		31.3%	
Water Gross Margin	1,704,987	1,557,904	147,083	1,502,485	202,502
% of Revenue	73.8%	68.4%		68.7%	
Operating Expense					
Lake Management	63,869	61,397	2,472	58,059	5,810
Water Administration	291,097	292,732	(1,635)	321,166	(30,069)
Customer Service	89,951	98,754	(8,803)	-	89,951
Total Operating Expense	444,917	452,883	(7,966)	379,225	65,692
% of Revenue	19.3%	19.9%		17.3%	
Margin Before Debt Service	1,260,070	1,105,021	155,049	1,123,260	136,810
% of Revenue	54.5%	48.5%		51.3%	
Debt Service					
GO Bond Debt	-	-	-	-	-
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	-	-	-	-	-
Total Debt Service	-	-	-	-	-
% of Revenue	0.0%	0.0%		0.0%	
Operating Income	1,260,070	1,105,021	155,049	1,123,260	136,810
% of Revenue	54.5%	48.5%		51.3%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	1,260,070	1,105,021	155,049	1,123,260	136,810
% of Revenue	54.5%	48.5%		51.3%	

Balance Sheet Items (Operating Fund)				
Cash	3,389,166		6,310,501	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	3,389,166		6,310,501	
Accounts Receivable	2,473,581		2,620,421	

Prepared By: Office of the City Treasurer

Month of: April, 2018

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
9,263,304	9,091,446	171,858	8,925,557	337,747
2,253	2,339	(86)	2,466	(213)
130,476	148,191	(17,715)	-	130,476
4,612	2,128	2,484	2,253	2,359
36,421	59,281	(22,860)	57,472	(21,051)
9,437,066	9,303,385	133,681	8,987,748	449,318
1,604,159	1,447,071	157,088	1,348,960	255,199
1,092,382	1,161,494	(69,112)	1,119,137	(26,755)
2,696,541	2,608,565	87,976	2,468,097	228,444
28.6%	28.0%		27.5%	
6,740,525	6,694,820	45,705	6,519,651	220,874
71.4%	72.0%		72.5%	
276,652	251,546	25,106	238,015	38,637
1,161,251	1,172,161	(10,910)	1,299,099	(137,848)
316,495	366,364	(49,869)	-	316,495
1,754,398	1,790,071	(35,673)	1,537,114	217,284
18.6%	19.2%		17.1%	
4,986,127	4,904,749	81,378	4,982,537	3,590
52.8%	52.7%		55.4%	
5,498,109	5,497,759	350	4,745,552	752,557
-	-	-	-	-
180,840	180,840	-	180,840	-
313,660	313,660	-	271,324	42,336
5,992,609	5,992,259	350	5,197,716	794,893
63.5%	64.4%		57.8%	
(1,006,482)	(1,087,510)	81,028	(215,179)	(791,303)
-10.7%	-11.7%		-2.4%	
-	-	-	-	-
(1,006,482)	(1,087,510)	81,028	(215,179)	(791,303)
-10.7%	-11.7%		-2.4%	

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

Month of: **April, 2018**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget
Revenue					
CapEx Funding	-	-	-	-	2,750,000
ADM Cost Share	-	1,000,000	1,000,000	-	1,000,000
IEPA Loan draw down	-	-	-	-	-
Other	15,041	19,349	372	18,977	6,000
Total Revenue	15,041	1,019,349	1,000,372	18,977	3,756,000

Comments

CapEx funding from Water Operating Fund
Actual ADM cost share

CapEx Project Spending					
Operating CapEx	-	8,029	33,333	(25,304)	300,000
Professional Services	-	-	59,500	(59,500)	238,000
Capital Equipment	-	22,024	-	22,024	-
Water Distribution	-	-	-	-	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	-	129,559	390,719	(261,160)	2,600,000
Water System Improv	-	-	-	-	200,000
SWTP CapEx	20,000	44,633	325,600	(280,967)	1,628,000
Lake Operating	1,352	1,732	5,000	(3,268)	10,000
Other Equipment	-	-	-	-	-
Storm Water Improvement	-	-	30,000	(30,000)	30,000
EPA Non Source	-	-	-	-	25,000
Lakefront Development	-	-	-	-	412,000
Sediment Control	-	-	-	-	35,000
Additional Water Supply	-	-	-	-	250,000
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	21,352	205,977	844,152	(638,175)	5,762,000

Surplus (Deficit)	(6,311)	813,372	156,220		(2,006,000)
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Capital Fund Cash Position			
Cash at January 1, 2016	3,768,276		
Current Cash Position	4,562,823	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									107,487	
Industrial	32	32	32	32									128	
Commercial	2,716	2,612	2,660	2,688									10,676	
Total	30,689	28,068	29,676	29,858	-	-	-	-	-	-	-	-	118,291	100.6%
Delinquent Bills														
Residential	8,158	6,790	6,883	7,087									28,918	
Industrial	-	-	5	-									5	
Commercial	408	323	311	395									1,437	
Total	8,566	7,113	7,199	7,482	-	-	-	-	-	-	-	-	30,360	104.7%
Total Bill Count	39,255	35,181	36,875	37,340	-	-	-	-	-	-	-	-	148,651	101.4%
Cubit Feet Consumption Billed														
Residential	12,914,047	11,669,667	10,940,431	11,500,732									47,024,877	99.1%
Industrial	39,887,143	47,219,407	40,507,426	39,442,037									167,056,013	105.1%
Commercial	10,232,427	10,900,160	9,181,729	9,530,981									39,845,297	96.3%
Total	63,033,617	69,789,234	60,629,586	60,473,750	-	-	-	-	-	-	-	-	253,926,187	102.5%
Water Shut Offs	358	305	282	312									1,257	99.2%
Customer Service Telephone Calls	5,319	4,449	4,279	4,625									18,672	103.8%
Water Billed \$														
Residential	\$ 729,899	\$ 658,679	\$ 633,563	\$ 661,728									\$ 2,683,869	101.7%
Industrial	\$ 1,004,938	\$ 1,169,702	\$ 999,443	\$ 976,210									\$ 4,150,293	104.5%
Commercial	\$ 495,729	\$ 505,596	\$ 450,932	\$ 465,234									\$ 1,917,491	100.4%
Total	\$ 2,230,566	\$ 2,333,977	\$ 2,083,938	\$ 2,103,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,751,653	102.7%
Penalty \$	\$ 12,890	\$ 12,243	\$ 37,226	\$ 11,485									\$ 73,844	125.0%
Total Billed	\$ 2,243,456	\$ 2,346,220	\$ 2,121,164	\$ 2,114,657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,825,497	102.9%
Water Gallonage														
Gallons (000)	265,510	259,870	275,500	276,050									1,076,930	101.5%
\$ Billed	\$ 79,122	\$ 77,441	\$ 82,099	\$ 82,263									\$ 320,925	101.5%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,322,578	\$ 2,423,661	\$ 2,203,263	\$ 2,196,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,146,422	102.8%
Cash Revenue \$	\$ 2,293,292	\$ 2,442,137	\$ 2,261,078	\$ 2,266,797									\$ 9,263,304	103.8%
% Cash to Billed	98.7%	100.8%	102.6%	103.2%	-	-	-	-	-	-	-	-	101.3%	
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	\$ 86,939	\$ 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: April, 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
Legislative	0	0	0	0	0									0
Finance	22	21	21	21	20									21
Human Resources	5	5	5	5	5									5
Information Technology	11	11	11	11	11									11
Corporation Counsel	8	8	8	8	8									8
Economic & Community Dev	21	18	18	18	18									19
Public Safety	281	273	271	275	275									287
Public Works	117	108	108	107	107									108
Total Full Time	470	449	447	450	449	0	0	0	0	0	0	0	0	464
Part Time Staffing														
Executive														0
Legislative	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
Public Works														0
PW Water Management		1	1											0
Total Temporary	7	10	10	9	9	0	0	0	0	0	0	0	0	9
Total City Staff Headcount	477	459	457	459	458	0	0	0	0	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: April, 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
City Clerk	1	1	1	1	1									1
Total	5	5	5	5	5	0	0	0	0	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									12
Purchasing	2	2	2	2	2									2
Risk Management														
Water Customer Service	7	7	7	7	6									7
Total	22	21	21	21	20	0	0	0	0	0	0	0	0	21
Human Resources	5	5	5	5	5									5
Information Technology	11	11	11	11	11									11
Corporation Legal Counsel	8	8	8	8	8									8
Economic & Community Devel														
Planning & Development	6	4	4	4	4									5
Building Inspections	6	5	5	5	5									5
Neighborhood Inspection	5	5	5	5	5									5
Neighborhood Services	3	3	3	3	3									3
Mass Transit	1	1	1	1	1									1
Total	21	18	18	18	18	0	0	0	0	0	0	0	0	19
Public Safety														
Fire	111	109	109	112	112									109
Police	170	164	162	163	163									155
Police Communications														23
Total	281	273	271	275	275	0	0	0	0	0	0	0	0	287
Public Works														
PW Administration	2	2	2	2	2									2
PW Engineering	12	9	9	8	8									9
PW Municipal Services	50	48	48	48	47									48
Fleet Maintenance	8	8	7	7	7									8
Water Production (Admin)	3	3	3	3	3									3
Water Production	15	13	13	13	13									13
Water Services	23	23	22	22	23									21
Water Production (Lake)	4	4	4	4	4									4
Total	117	110	108	107	107	0	0	0	0	0	0	0	0	108
Total City Staffing	470	451	447	450	449	0	0	0	0	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: April, 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
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
Police Communications													
Total	0	2	2	2	2	0	0	0	0	0	0	0	2
Public Works													
Administration													
Engineering													
Municipal Services													
Water Administration													
Water Production		1	1										
Water Services													
Total	0	1	1	0	0	0	0	0	0	0	0	0	0
Total City Staffing	7	10	10	9	9	0	0	0	0	0	0	0	9

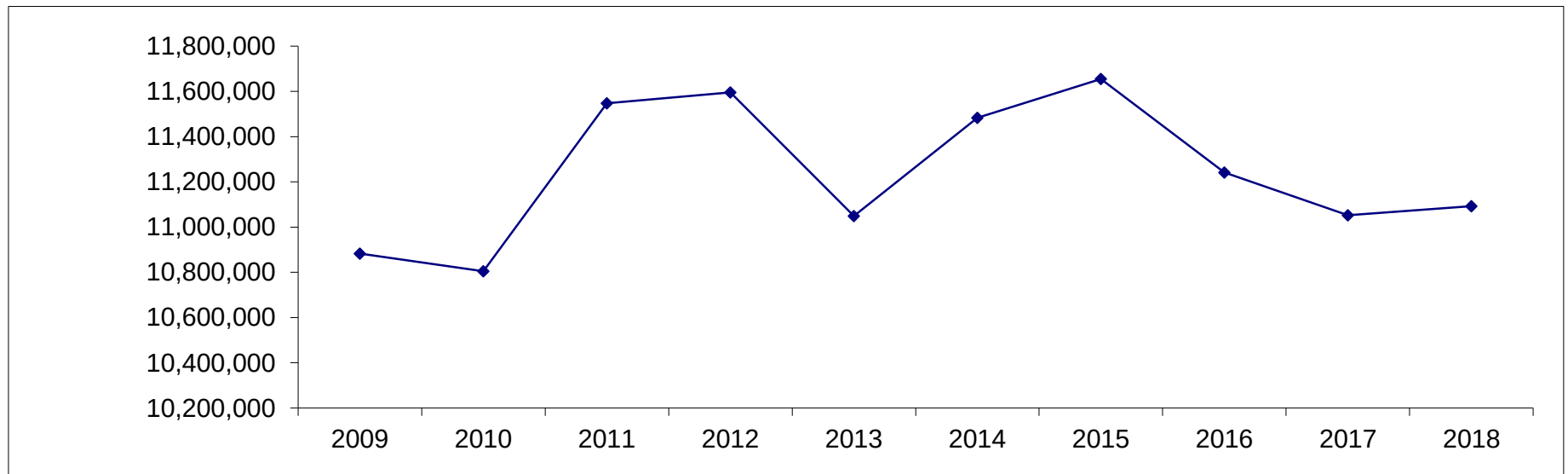
Note: Above report includes all Temporary W-2 EE's

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	839,155	B
JUNE	905,163	902,403	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	959,046	B
JULY	930,576	878,430	966,695	918,786	922,915	935,127	944,686	887,325	906,452	907,732	B
AUGUST	913,335	932,682	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	936,332	B
SEPTEMBER	902,510	956,479	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	954,990	B
OCTOBER	875,180	911,376	942,225	911,934	925,873	981,740	991,641	933,239	891,372	892,631	B
NOVEMBER	880,784	958,698	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	935,733	B
DECEMBER	860,148	890,326	965,215	906,055	919,141	969,684	976,633	916,175	935,863	937,185	B

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	11,092,350
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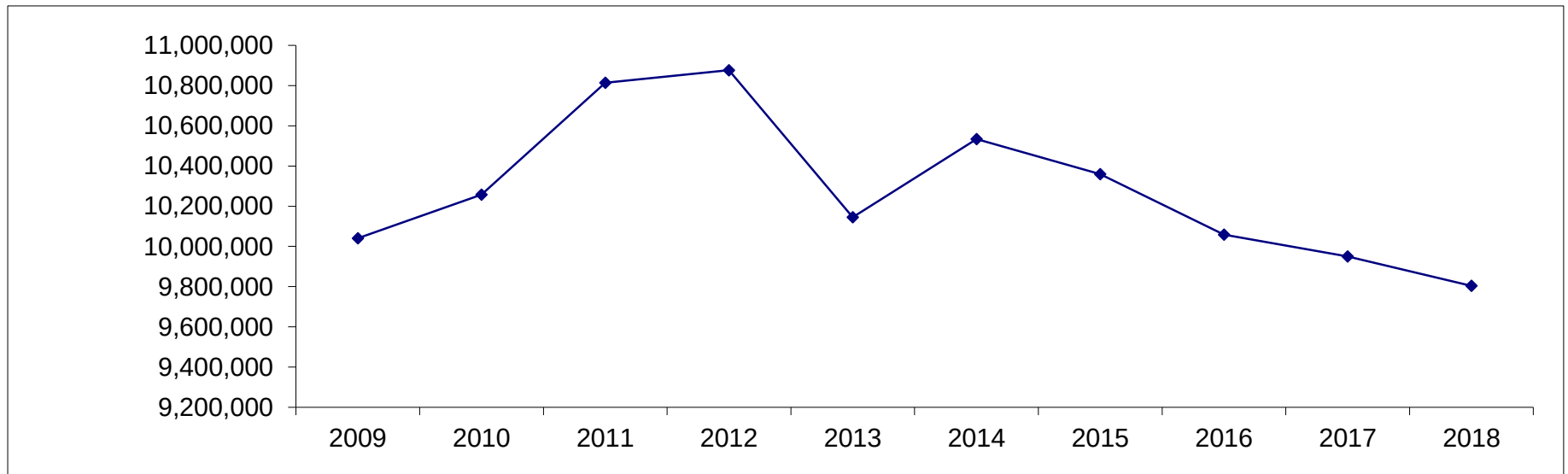


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

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	717,936	B
JUNE	807,427	847,234	863,436	942,726	853,033	865,335	832,374	840,488	855,602	841,602	B
JULY	773,331	859,117	925,802	864,230	846,702	864,489	833,551	791,839	814,658	801,328	B
AUGUST	847,643	868,171	959,067	927,747	619,512	957,423	906,467	867,107	877,154	862,802	B
SEPTEMBER	859,902	875,938	950,587	899,635	901,318	916,077	911,765	904,129	852,928	838,972	B
OCTOBER	825,361	871,193	898,365	838,868	860,182	882,079	875,986	822,711	779,788	767,029	B
NOVEMBER	845,374	930,915	916,686	902,358	897,029	884,609	882,605	854,078	835,747	822,072	B
DECEMBER	824,507	862,884	942,430	898,532	864,499	872,277	860,119	810,233	849,336	835,439	B
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	9,803,900	

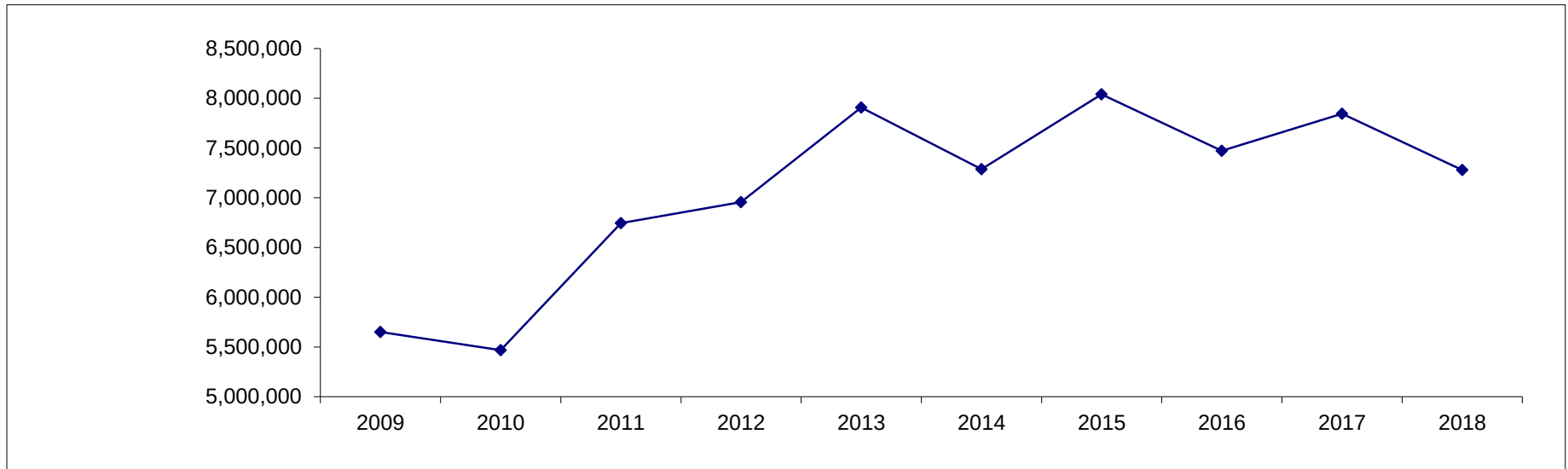


Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

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

STATE INCOME TAX

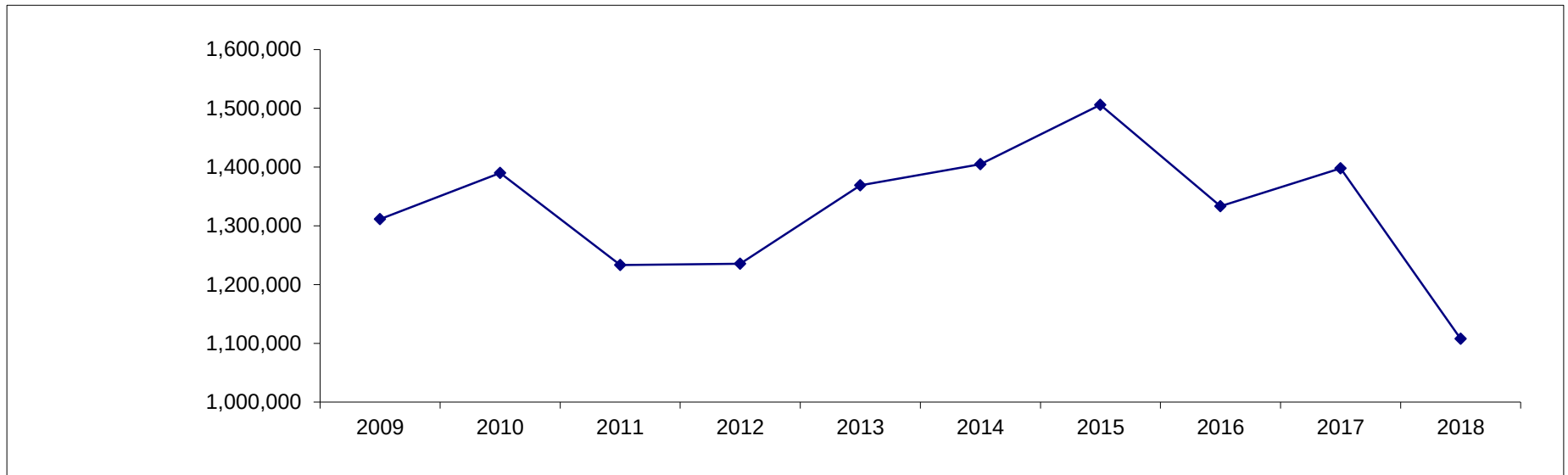
MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	357,826	580,540	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	A
FEBRUARY	604,246	0	1,038,247	0	478,227	0	0	0	0	837,319	A
MARCH	759,747	437,402	493,074	619,124	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	685,834	B
JUNE	1,632,706	604,370	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	915,720	B
JULY	532,359	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	473,580	B
AUGUST	0	618,324	761,549	956,491	441,258	428,542	566,667	496,310	698,009	626,489	B
SEPTEMBER	579,623	1,240,367	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	652,542	B
OCTOBER	394,557	0	0	645,769	419,882	818,347	0	0	599,068	597,428	B
NOVEMBER	0	0	588,653	405,227	409,627	0	441,918	450,551	450,852	449,618	B
DECEMBER	376,737	606,245	404,975	401,952	714,661	721,926	776,691	665,793	396,923	395,837	B
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	7,280,142	



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	190,996	B
JUNE	5,564	0	3,923	5,417	937	0	2,501	12,343	0	0	B
JULY	212,605	165,572	176,542	238,582	260,211	229,514	238,695	239,680	239,384	201,248	B
AUGUST	22,481	21,743	43,808	28,828	29,295	24,688	32,169	27,902	10,712	9,005	B
SEPTEMBER	8,501	486	381	3,931	0	6,877	2,356	4,554	0	0	B
OCTOBER	241,537	316,230	292,298	181,562	188,719	227,489	239,950	218,004	160,071	134,571	B
NOVEMBER	2,101	2,750	2,542	1,579	0	0	0	1,876	0	0	B
DECEMBER	55,929	255,086	42,441	69,220	70,395	63,058	58,604	58,514	42,179	35,460	B
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	1,107,603	

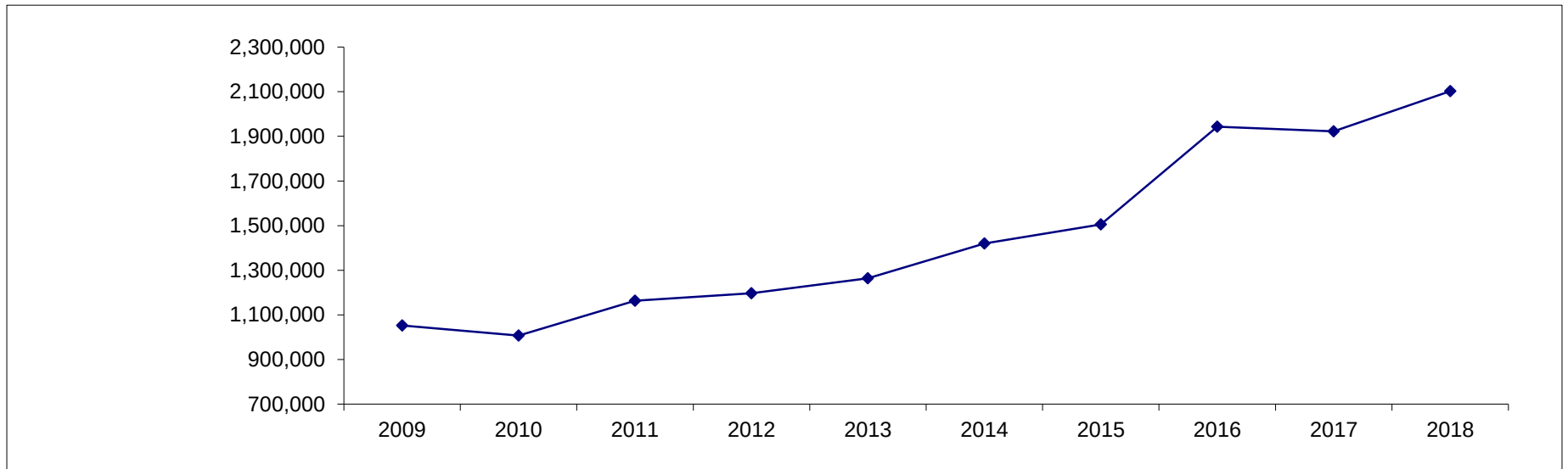


Funds split in General and Library funds

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	144,766	B
JUNE	87,555	108,264	98,268	103,364	96,618	117,824	143,287	153,738	170,503	188,256	B
JULY	89,396	82,393	91,809	91,336	106,037	108,621	140,649	149,743	146,418	161,664	B
AUGUST	75,613	78,102	89,450	102,769	93,637	115,406	133,971	145,710	147,521	162,881	B
SEPTEMBER	100,537	100,770	98,836	86,379	124,363	128,816	0	164,340	156,033	172,279	B
OCTOBER	79,881	83,770	79,105	106,791	106,986	109,843	0	130,791	149,381	164,935	B
NOVEMBER	71,356	81,167	94,213	98,487	99,965	118,956	0	142,584	158,864	175,405	B
DECEMBER	77,019	94,304	71,453	102,979	107,849	144,341	419,237	146,571	167,420	184,852	B
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	2,102,476	



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	685,834.00 B
JUNE	496,310.15	527,644.66	915,720.00 B
JULY	708,317.33	698,009.45	473,580.00 B
AUGUST	412,481.48	333,576.35	626,489.00 B
SEPTEMBER	450,551.29	393,460.74	652,542.00 B
OCTOBER	665,793.44	599,067.78	597,428.00 B
NOVEMBER	446,866.27	450,851.53	449,618.00 B
DECEMBER	404,849.45	396,923.43	395,837.00 B

TOTALS **7,986,035.17** **6,991,742.32** **7,280,110.51**

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

Current Budget **6,783,000.00**

Projected Amt Over (Under) **497,110.51**

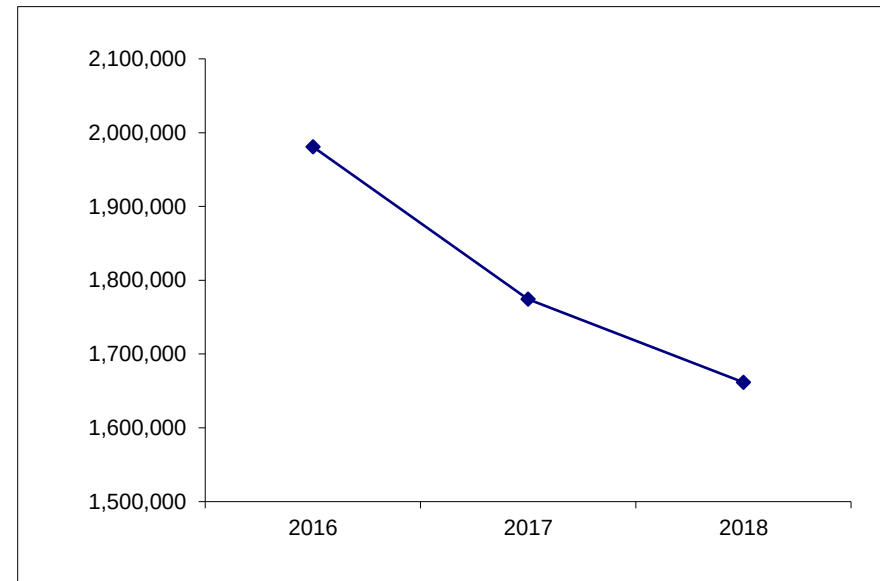
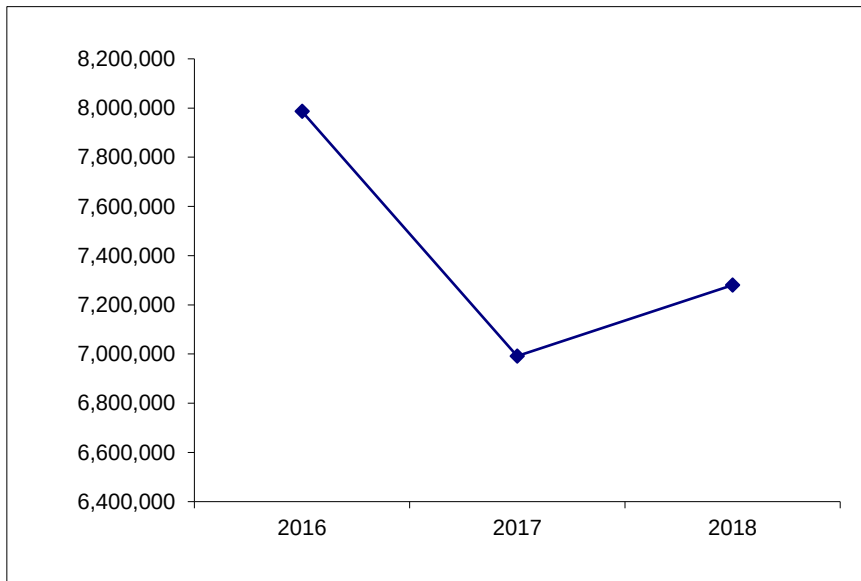
TELEPHONE COMMUNICATIONS TAX

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	140,577.00 B
JUNE	164,137.18	153,283.36	144,607.00 B
JULY	160,723.62	141,981.10	133,944.00 B
AUGUST	163,427.72	148,671.63	140,256.00 B
SEPTEMBER	157,097.74	143,735.14	135,599.00 B
OCTOBER	154,223.34	144,825.61	136,628.00 B
NOVEMBER	159,870.41	142,399.25	134,339.00 B
DECEMBER	155,990.27	139,640.75	131,736.00 B

TOTALS **1,980,912.74** **1,774,444.52** **1,661,679.74**

Current Budget **1,674,000.00**

Projected Amt Over (Under) **-12,320.26**

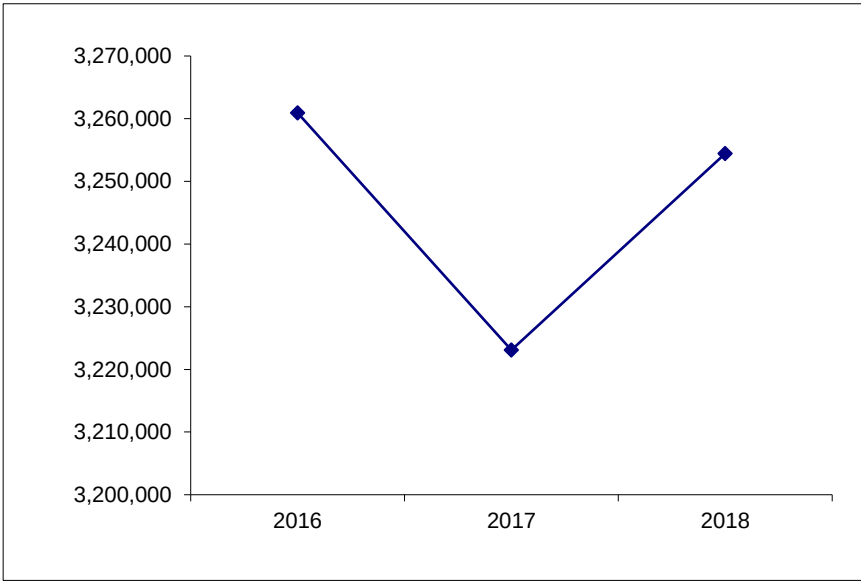


Projected Revenues

FOOD & BEVERAGE TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	260,904.87	286,400.20	286,060.40
FEBRUARY	256,344.05	250,160.28	240,877.75
MARCH	278,660.81	243,551.14	238,794.28
APRIL	268,791.34	275,567.55	293,459.52
MAY	282,460.72	268,821.52	272,276.00
JUNE	281,884.42	286,842.30	290,528.00
JULY	274,899.41	279,817.29	283,413.00
AUGUST	308,995.40	271,403.37	274,891.00
SEPTEMBER	277,532.23	281,947.48	285,571.00
OCTOBER	255,644.86	266,573.93	270,000.00
NOVEMBER	272,128.23	261,202.21	264,559.00
DECEMBER	242,671.74	250,794.75	254,018.00

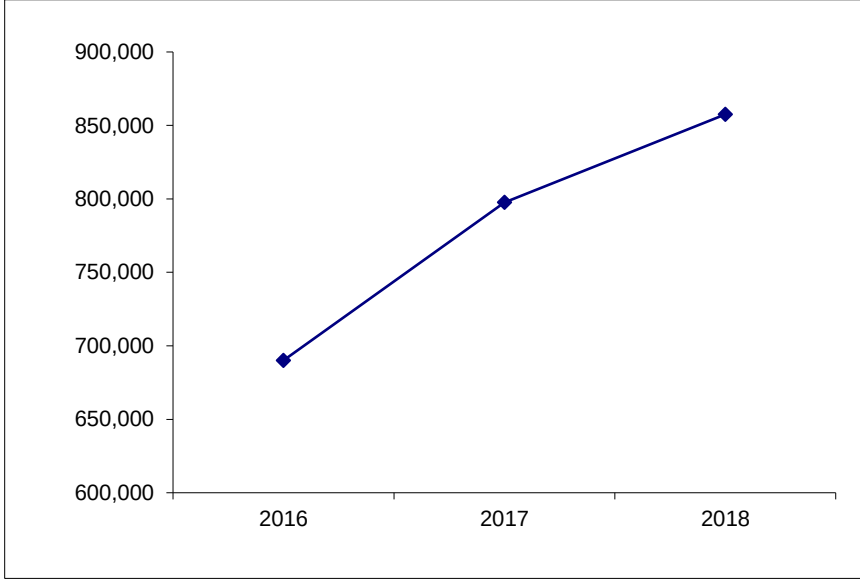
TOTALS	3,260,918.08	3,223,082.02	3,254,447.95
		Current Budget	3,264,500.00
		Projected Amt Over (Under)	-10,052.05



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	63,276.00	B
JUNE	76,520.68	84,744.05	91,934.00	B
JULY	63,123.45	72,804.56	78,982.00	B
AUGUST	63,000.60	76,860.26	83,382.00	B
SEPTEMBER	71,295.56	121,765.56	105,336.00	B
OCTOBER	53,394.23	74,289.53	61,849.00	B
NOVEMBER	77,894.15	71,406.04	90,229.00	B
DECEMBER	47,351.22	60,072.92	54,849.00	B

TOTALS	690,076.79	797,499.76	857,497.92
		Current Budget	848,000.00
	Projected Amt Over (Under)		9,497.92



Projected Revenues

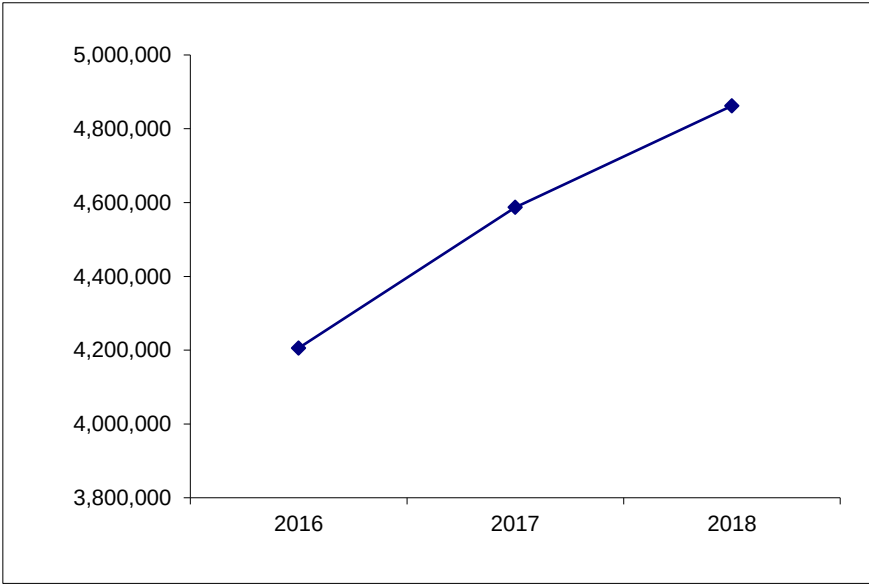
UTILITY TAX-ELECTRIC & GAS

MONTH	2016 Actual	2017 Actual	2018
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	370,676.00
JUNE	363,225.99	327,273.91	335,455.00
JULY	377,171.71	358,194.35	367,148.00
AUGUST	416,494.97	373,740.81	383,083.00
SEPTEMBER	443,504.00	369,262.32	378,492.00
OCTOBER	401,586.01	353,897.31	362,743.00
NOVEMBER	370,202.76	341,024.62	349,549.00
DECEMBER	365,731.26	409,860.82	420,106.00

TOTALS	4,205,747.19	4,587,334.05	4,862,206.40
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Current Budget **4,702,000.00**

Projected Amt Over (Under)	160,206.40
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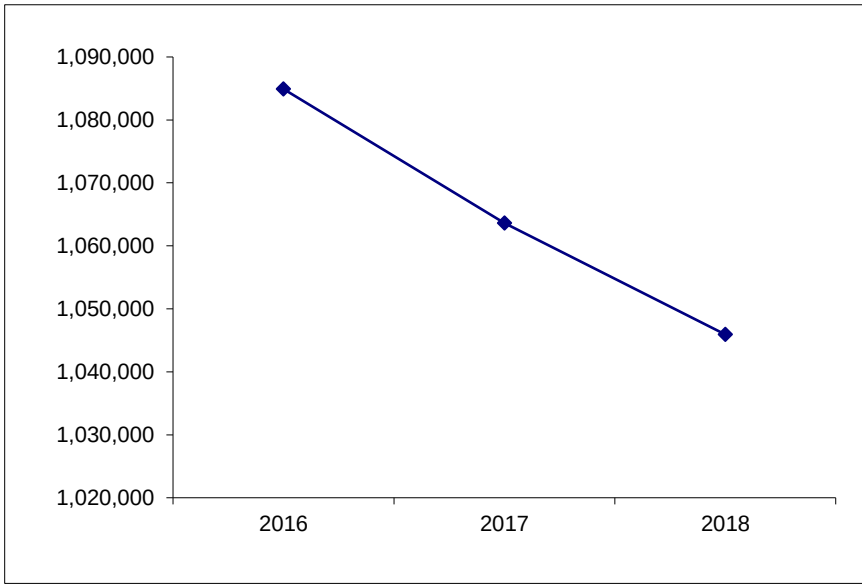
CABLE TV TAX

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	242,170.00
JUNE	0.00	0.00	0.00
JULY	276,652.47	243,165.76	241,197.00
AUGUST	0.00	23,369.45	23,180.00
SEPTEMBER	0.00	0.00	0.00
OCTOBER	235,924.64	23,416.70	23,227.00
NOVEMBER	27,280.50	240,991.54	239,040.00
DECEMBER	0.00	0.00	0.00

TOTALS	1,084,912.57	1,063,612.58	1,045,932.94
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Current Budget	1,055,000.00
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Projected Amt Over (Under)	-9,067.06
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Projected Revenues

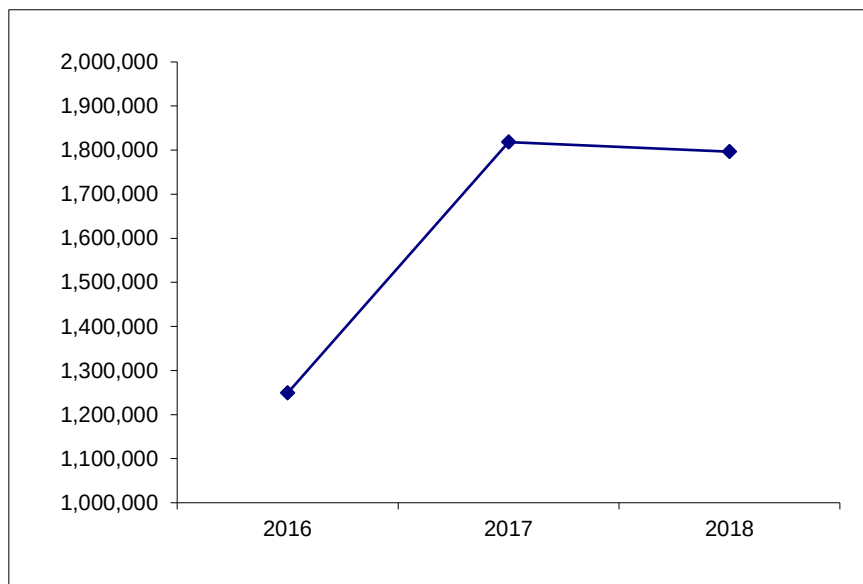
10 - LOCAL MOTOR FUEL TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY		150,936.34	149,553.75
FEBRUARY		146,142.38	137,640.35
MARCH		135,305.95	136,597.89
APRIL	1,614.25	151,248.96	150,285.42
MAY	151,145.91	129,212.75	127,917.00
JUNE	160,746.35	179,659.76	177,858.00
JULY	158,656.90	164,090.47	162,445.00
AUGUST	160,752.15	151,522.30	150,003.00
SEPTEMBER	157,584.48	154,447.56	152,899.00
OCTOBER	153,815.97	158,731.65	157,140.00
NOVEMBER	153,044.86	150,265.36	148,758.00
DECEMBER	151,672.99	146,671.67	145,201.00

TOTALS	1,249,033.86	1,818,235.15	1,796,298.41
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Current Budget	1,800,000.00
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Projected Amt Over (Under)	-3,701.59
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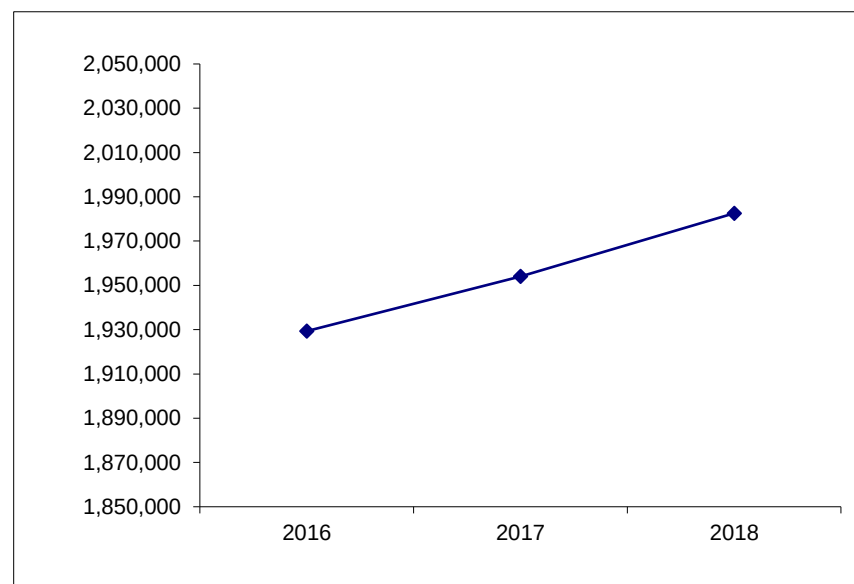
46 - STATE MOTOR FUEL TAX

MONTH	2016 Actual	2017 Actual	2018
JANUARY	171,799.19	180,582.18	168,202.81
FEBRUARY	165,935.95	171,662.87	172,208.28
MARCH	167,234.60	163,670.32	149,193.94
APRIL	143,829.22	139,550.39	147,896.35
MAY	173,239.43	166,666.87	172,638.00
JUNE	172,052.50	168,983.84	175,038.00
JULY	108,502.29	134,194.40	139,002.00
AUGUST	174,156.78	175,956.02	182,260.00
SEPTEMBER	165,391.62	166,198.96	172,154.00
OCTOBER	145,992.31	146,908.04	152,172.00
NOVEMBER	169,003.77	168,198.50	174,225.00
DECEMBER	172,193.80	171,419.34	177,561.00

TOTALS	1,929,331.46	1,953,991.73	1,982,551.38
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Current Budget	2,024,000.00
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Projected Amt Over (Under)	-41,448.62
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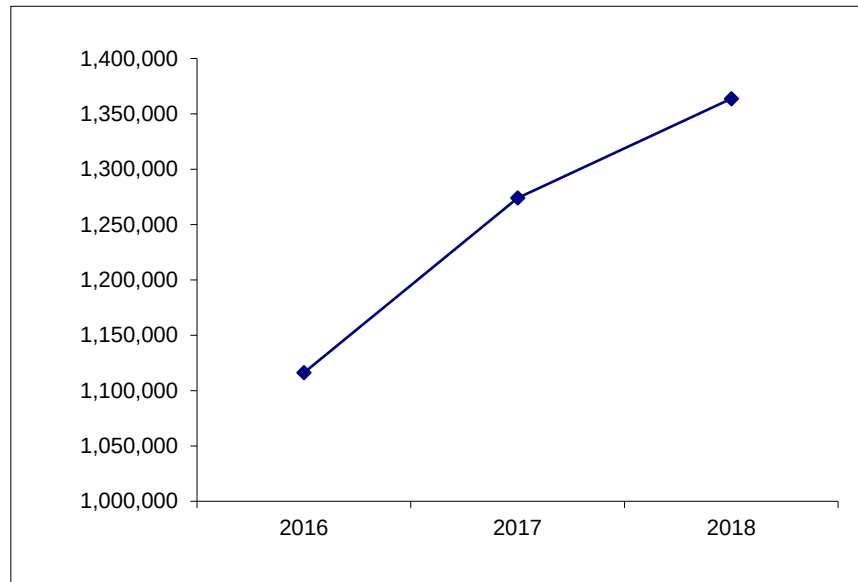


2015 & 2016 Delays in Distribution of MFT Tax due to State budget.

Projected Revenues

VIDEO GAMING TAX

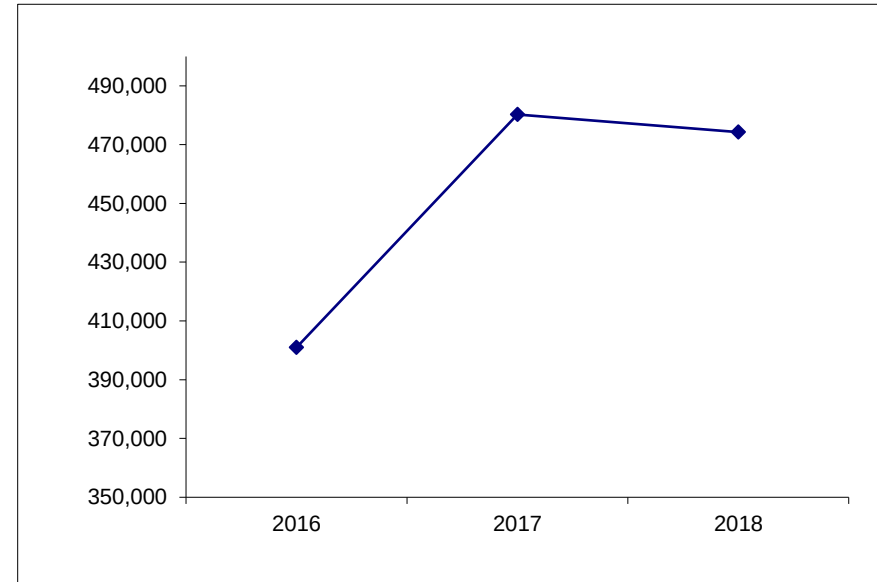
MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	80,288.26	94,954.28	110,674.81 A
FEBRUARY	85,507.02	100,623.42	112,057.54 A
MARCH	84,607.67	99,845.65	106,182.77 A
APRIL	97,888.83	105,585.44	123,418.04 A
MAY	107,431.04	126,789.50	132,368.00 B
JUNE	0.00	110,489.13	115,351.00 B
JULY	196,669.31	107,626.31	112,362.00 B
AUGUST	88,019.04	101,091.12	105,539.00 B
SEPTEMBER	93,234.26	100,252.19	104,663.00 B
OCTOBER	92,743.01	108,743.85	113,529.00 B
NOVEMBER	96,076.34	108,003.48	112,756.00 B
DECEMBER	93,615.92	109,939.69	114,777.00 B
TOTALS	1,116,080.70	1,273,944.06	1,363,678.16
		Current Budget	1,330,000.00
		Projected Amt Over (Under)	33,678.16



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	31,023.00 B
JUNE	21,971.54	45,755.99	40,968.00 B
JULY	26,492.23	33,394.19	29,900.00 B
AUGUST	42,494.93	33,754.21	30,222.00 B
SEPTEMBER	54,329.58	32,655.06	29,238.00 B
OCTOBER	35,609.03	37,581.07	33,648.00 B
NOVEMBER	31,096.61	81,824.06	73,262.00 B
DECEMBER	36,139.63	47,035.87	42,114.00 B
TOTALS	400,975.91	480,256.79	474,225.93
		Current Budget	430,000.00
		Projected Amt Over (Under)	44,225.93

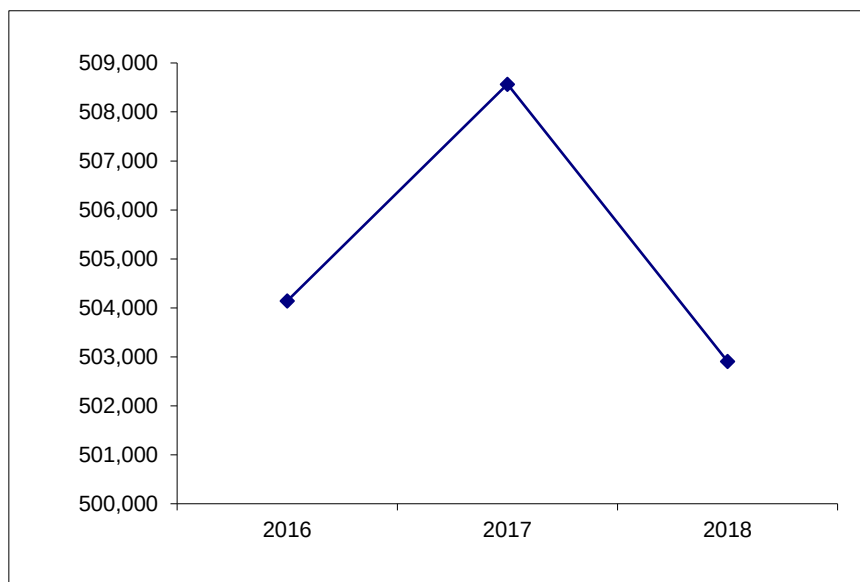


Projected Revenues

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	237,830.00
JUNE	216,869.88	222,598.40	220,599.00
JULY	31,508.64	2,622.82	2,599.00
AUGUST	1,932.20	2,284.27	2,264.00
SEPTEMBER	1,856.80	2,117.60	2,099.00
OCTOBER	1,502.68	3,333.70	3,304.00
NOVEMBER	1,425.96	7,746.77	7,677.00
DECEMBER	0.00	-3,455.80	0.00

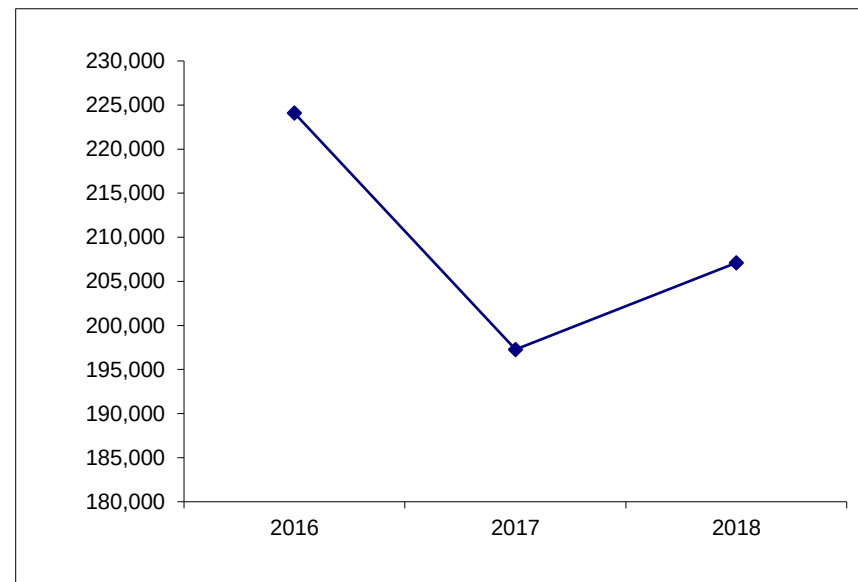
TOTALS	504,142.36	508,567.89	502,907.75
		Current Budget	504,000.00
		Projected Amt Over (Under)	-1,092.25



BUILDING PERMITS

MONTH	2016	2017	2018
	Actual	Actual	
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	31,274.00
JUNE	20,001.10	16,116.75	17,238.00
JULY	12,328.40	7,629.90	8,161.00
AUGUST	16,106.25	15,033.10	16,079.00
SEPTEMBER	26,482.80	18,288.60	19,561.00
OCTOBER	21,212.90	22,135.50	23,675.00
NOVEMBER	11,377.00	19,111.40	20,441.00
DECEMBER	18,561.75	6,208.40	6,640.00

TOTALS	224,084.95	197,276.65	207,090.75
		Current Budget	211,000.00
	Projected Amt Over (Under)		-3,909.25

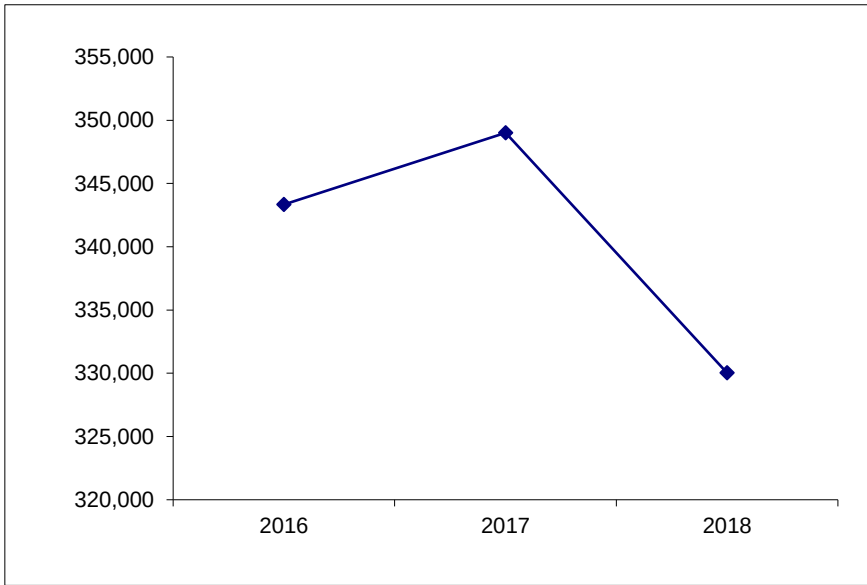


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2016 Actual	2017 Actual	2018
JANUARY	24,665.00	31,545.00	25,185.00
FEBRUARY	25,920.00	24,985.00	22,135.00
MARCH	34,585.00	33,705.00	29,625.00
APRIL	22,750.00	32,640.00	21,770.00
MAY	30,020.00	32,010.00	32,743.00
JUNE	40,785.00	26,635.00	27,245.00
JULY	28,785.00	26,620.00	27,230.00
AUGUST	29,705.00	33,800.00	34,574.00
SEPTEMBER	31,635.00	27,970.00	28,611.00
OCTOBER	25,145.00	29,250.00	29,920.00
NOVEMBER	28,320.00	29,285.00	29,956.00
DECEMBER	21,025.00	20,560.00	21,031.00

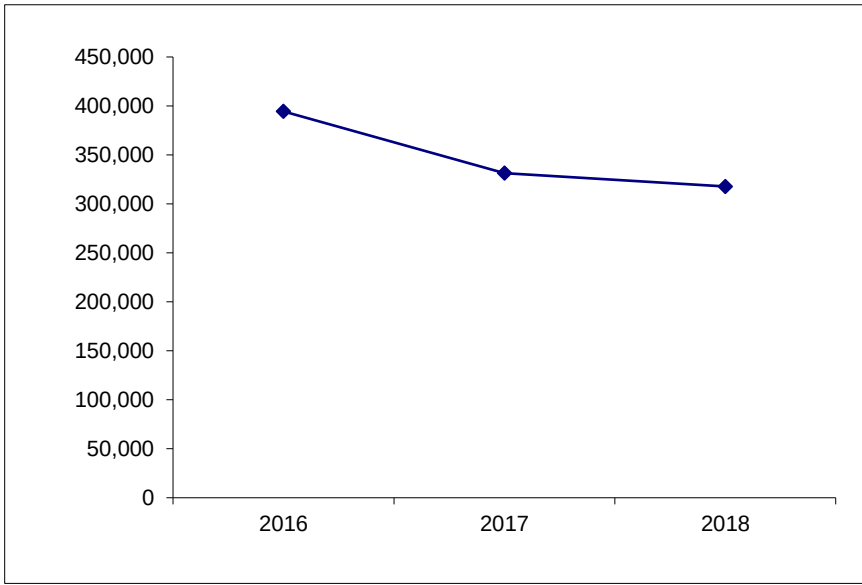
TOTALS	343,340.00	349,005.00	330,025.00
		Current Budget	357,000.00
	Projected Amt Over (Under)		-26,975.00



PARKING

MONTH	2016	2017	2018
	Actual	Actual	
JANUARY	30,524.27	34,895.44	25,619.67
FEBRUARY	33,576.55	25,606.25	23,129.88
MARCH	37,342.35	30,864.70	26,877.78
APRIL	33,001.83	27,249.73	23,927.45
MAY	35,234.71	28,420.56	29,171.00
JUNE	32,943.24	25,376.53	26,046.00
JULY	26,514.04	18,039.29	18,515.00
AUGUST	27,863.92	50,159.05	51,483.00
SEPTEMBER	25,590.25	19,306.30	19,816.00
OCTOBER	26,590.53	25,869.73	26,552.00
NOVEMBER	32,077.99	21,431.35	21,997.00
DECEMBER	53,169.28	24,039.14	24,674.00

TOTALS	394,428.96	331,258.07	317,808.78
	Current Budget		340,000.00
	Projected Amt Over (Under)		-22,191.22

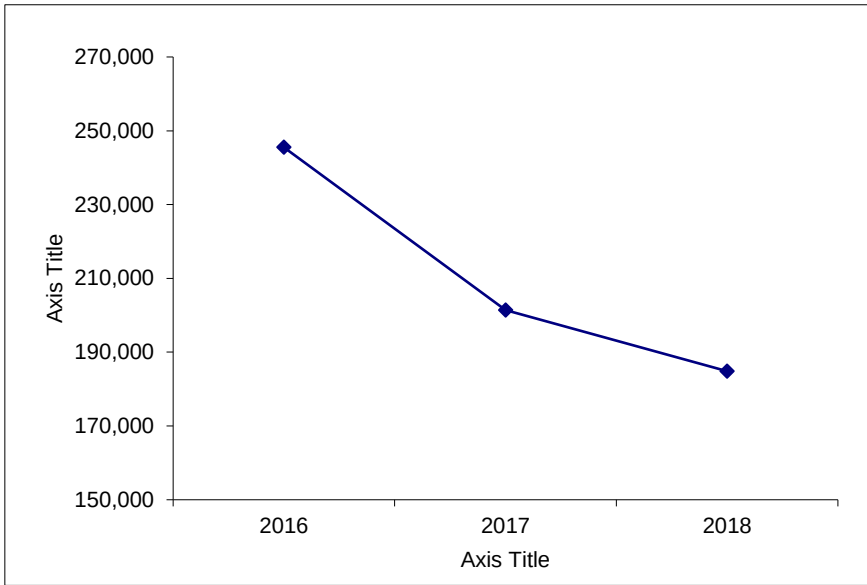


Projected Revenues

COURT FINES

MONTH	2016 Actual	2017 Actual	2018	
JANUARY	19,608.71	10,760.71	10,310.57	A
FEBRUARY	0.00	15,484.21	16,396.46	A
MARCH	54,287.26	22,565.22	18,502.94	A
APRIL	26,764.46	27,343.14	18,375.38	A
MAY	18,335.34	21,521.83	20,838.00	B
JUNE	26,271.96	15,702.61	15,204.00	B
JULY	19,018.82	16,387.61	15,867.00	B
AUGUST	16,811.90	14,397.63	13,940.00	B
SEPTEMBER	16,663.69	12,749.30	12,344.00	B
OCTOBER	17,088.41	17,947.15	17,377.00	B
NOVEMBER	16,156.57	11,424.05	11,061.00	B
DECEMBER	14,492.59	15,111.69	14,632.00	B

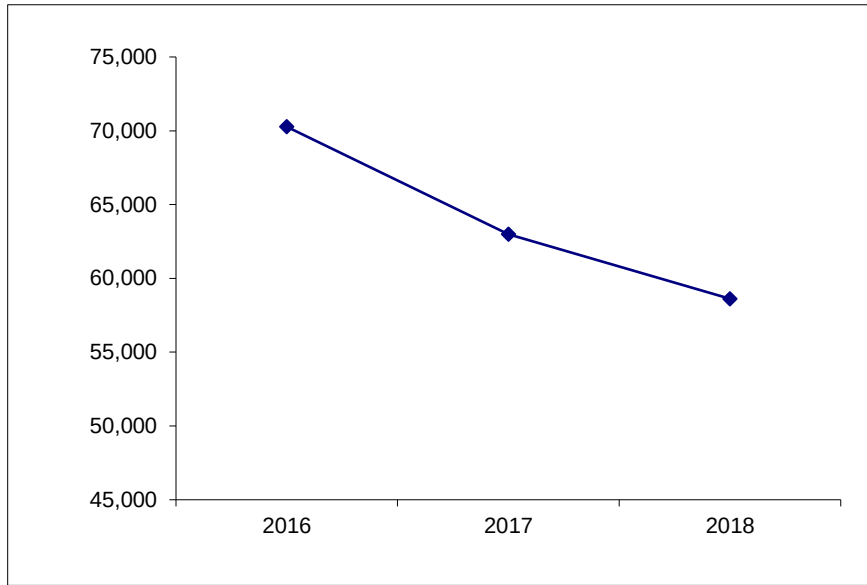
TOTALS	245,499.71	201,395.15	184,848.35
		Current Budget	195,000.00
		Projected Amt Over (Under)	-10,151.65



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	3,607.00
JUNE	10,177.67	4,438.63	3,593.00
JULY	8,316.54	11,847.73	9,592.00
AUGUST	4,806.37	5,847.73	4,734.00
SEPTEMBER	3,301.62	7,593.47	6,147.00
OCTOBER	5,246.23	9,691.65	7,846.00
NOVEMBER	8,347.54	4,602.94	3,726.00
DECEMBER	4,426.32	5,907.96	4,783.00

TOTALS	70,270.61	62,995.99	58,617.95
		Current Budget	51,000.00
		Projected Amt Over (Under)	7,617.95

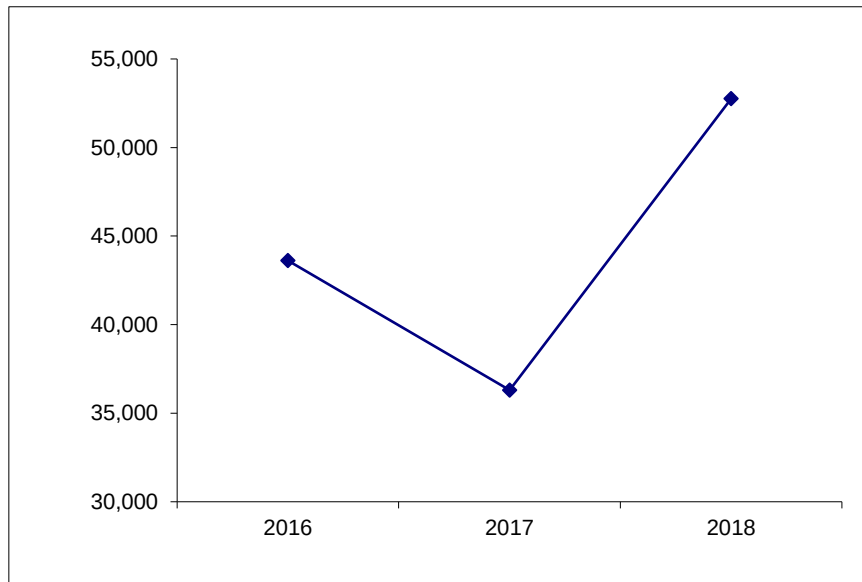


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2016 Actual	2017 Actual	2018	
JANUARY	2,908.62	3,094.52	4,085.00	A
FEBRUARY	6,335.43	3,461.25	3,875.00	A
MARCH	4,308.62	4,200.29	3,144.19	A
APRIL	2,678.62	3,523.62	20,411.18	A
MAY	4,017.62	3,599.02	3,470.00	B
JUNE	5,212.88	3,210.00	3,095.00	B
JULY	3,060.68	2,815.00	2,714.00	B
AUGUST	3,490.93	1,870.00	1,803.00	B
SEPTEMBER	3,386.90	2,875.00	2,772.00	B
OCTOBER	3,051.38	3,020.00	2,912.00	B
NOVEMBER	2,597.69	2,185.00	2,107.00	B
DECEMBER	2,561.18	2,450.00	2,362.00	B

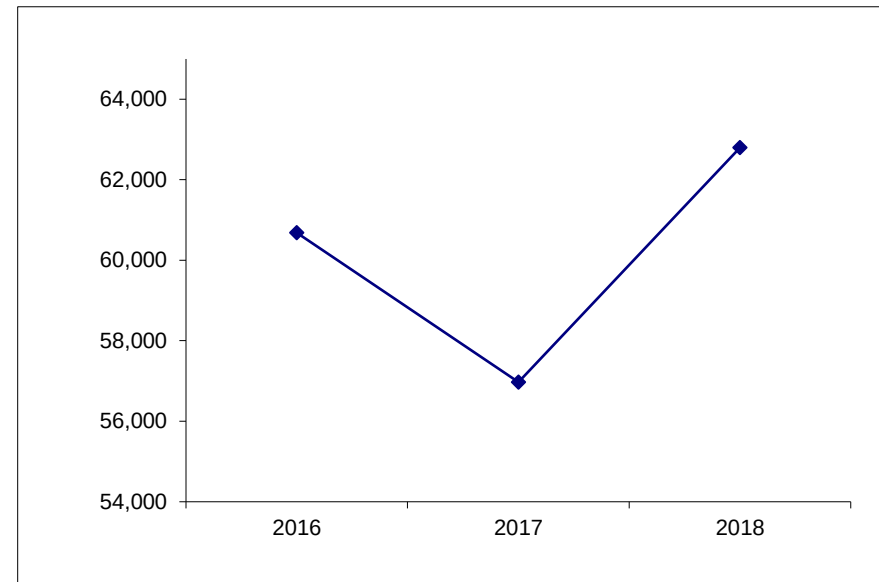
TOTALS	43,610.55	36,303.70	52,750.37
		Current Budget	35,000.00
		Projected Amt Over (Under)	17,750.37



PET CITATIONS

MONTH	2016	2017	2018	
	Actual	Actual		
JANUARY	3,219.55	4,675.88	5,624.07	A
FEBRUARY	4,446.39	5,654.45	7,221.22	A
MARCH	6,951.39	8,731.32	5,186.78	A
APRIL	6,300.38	3,253.46	8,265.15	A
MAY	5,923.60	3,536.29	3,724.00	B
JUNE	4,130.37	5,529.30	5,823.00	B
JULY	5,642.20	3,839.14	4,043.00	B
AUGUST	4,194.38	4,990.87	5,256.00	B
SEPTEMBER	5,037.80	4,582.53	4,826.00	B
OCTOBER	5,934.63	3,498.17	3,684.00	B
NOVEMBER	5,013.79	4,408.19	4,642.00	B
DECEMBER	3,884.55	4,273.00	4,500.00	B

TOTALS	60,679.03	56,972.60	62,795.22
		Current Budget	60,000.00
	Projected Amt Over (Under)		2,795.22



Projected Revenues

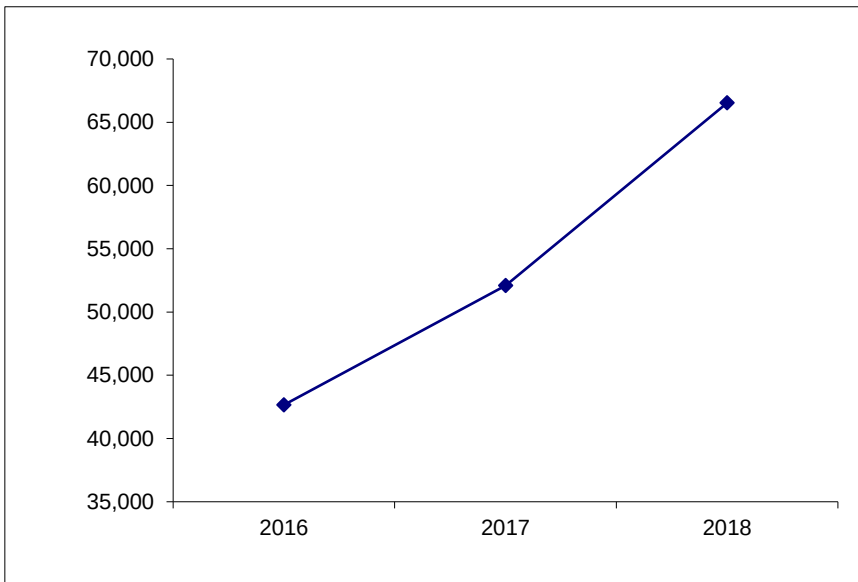
TRASH & CLEAN UP FINES

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	9,212.00 B
JUNE	1,253.81	2,680.88	3,758.00 B
JULY	1,982.12	6,230.35	8,733.00 B
AUGUST	3,367.61	5,026.82	7,046.00 B
SEPTEMBER	7,263.59	1,819.81	2,551.00 B
OCTOBER	4,211.41	4,837.59	6,781.00 B
NOVEMBER	3,106.80	2,939.72	4,120.00 B
DECEMBER	4,770.76	3,555.16	4,983.00 B

TOTALS **42,655.96** **52,081.24** **66,520.73**

Current Budget **73,000.00**

Projected Amt Over (Under) **-6,479.27**



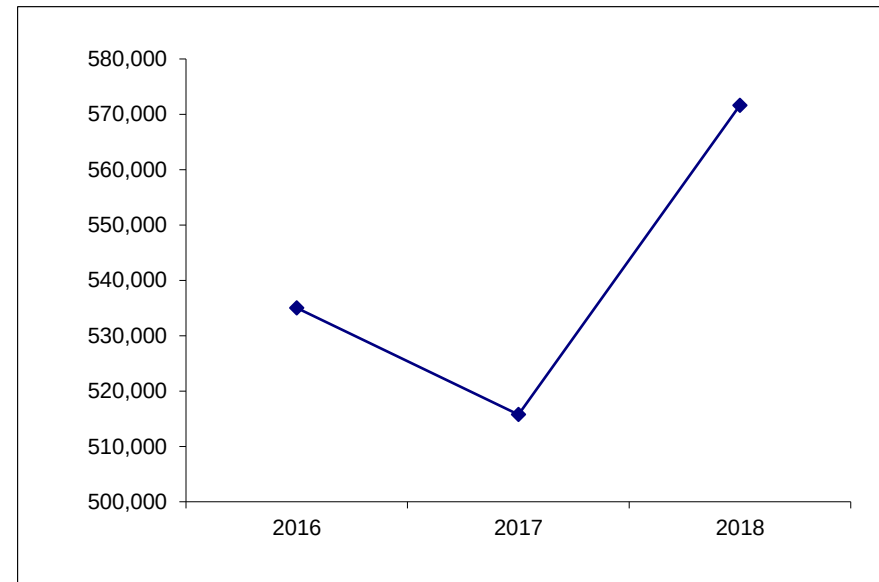
70-MASS TRANSIT - CHARGES FOR SERVICES

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	55,614.00 B
JUNE	47,949.63	49,318.54	54,841.00 B
JULY	44,483.78	42,138.97	46,857.00 B
AUGUST	46,604.73	43,030.86	47,849.00 B
SEPTEMBER	42,479.66	40,404.95	44,929.00 B
OCTOBER	38,596.83	42,457.11	47,211.00 B
NOVEMBER	48,784.87	47,406.69	52,715.00 B
DECEMBER	44,499.85	36,533.29	40,624.00 B

TOTALS **535,014.51** **515,749.86** **571,639.75**

Current Budget **573,500.00**

Projected Amt Over (Under) **-1,860.25**

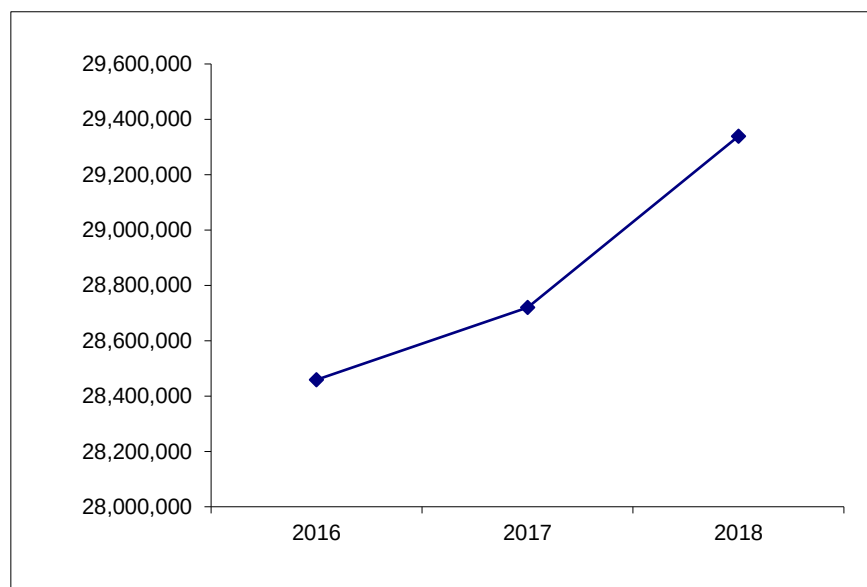


Projected Revenues

80-WATER SALES

MONTH	2016	2017	2018
	Actual	Actual	
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	2,234,715.00
JUNE	2,425,648.92	2,402,041.11	2,631,653.00
JULY	2,495,624.85	2,635,067.97	2,686,858.00
AUGUST	2,764,878.40	2,682,475.15	2,643,725.00
SEPTEMBER	2,583,865.88	2,554,863.90	2,665,515.00
OCTOBER	2,554,080.04	2,546,500.96	2,541,265.00
NOVEMBER	2,395,921.87	2,506,148.97	2,336,755.00
DECEMBER	2,237,479.85	2,264,904.88	2,335,068.00

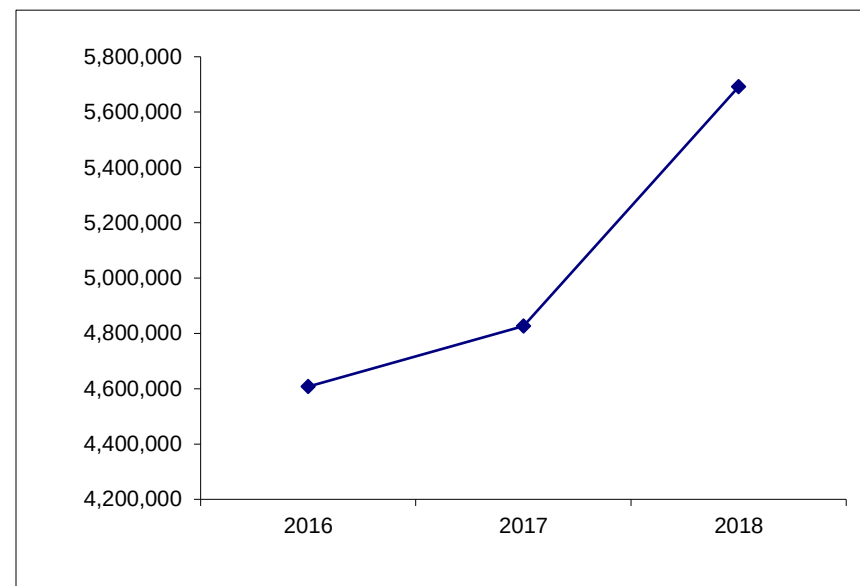
TOTALS	28,458,953.22	28,720,263.80	29,338,857.45
		Current Budget	29,167,000.00
		Projected Amt Over (Under)	171,857.45



79-SEWER USER FEE

MONTH	2016	2017	2018
	Actual	Actual	
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	430,512.00
JUNE	383,539.30	383,450.74	432,590.00
JULY	398,192.98	455,323.40	513,797.00
AUGUST	429,968.67	455,272.26	513,611.00
SEPTEMBER	405,514.62	434,296.55	526,715.00
OCTOBER	403,013.25	460,110.01	523,215.00
NOVEMBER	367,714.04	409,171.38	477,502.00
DECEMBER	361,793.84	428,287.26	470,117.00

TOTALS	4,607,584.29	4,826,260.37	5,691,494.35
		Current Budget	5,529,000.00
	Projected Amt Over (Under)		162,494.35

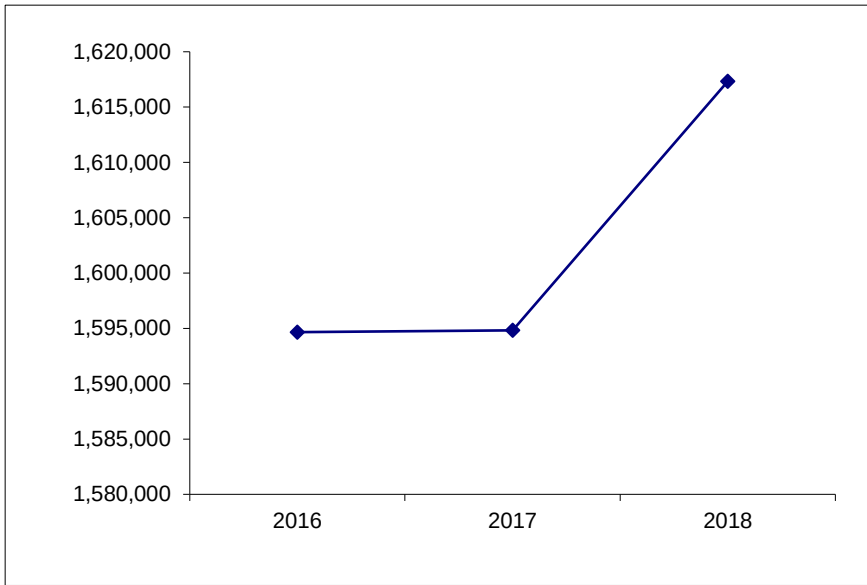


Projected Revenues

78-STORM WATER FEE

MONTH	2016 Actual	2017 Actual	2018	
JANUARY	115,724.00	122,042.07	130,857.73	A
FEBRUARY	124,410.33	115,726.29	115,722.81	A
MARCH	125,098.96	131,044.00	119,204.08	A
APRIL	163,768.53	164,375.29	178,640.07	A
MAY	150,043.04	153,955.37	153,929.00	B
JUNE	120,546.60	120,950.54	120,931.00	B
JULY	113,459.99	121,951.59	121,932.00	B
AUGUST	127,007.68	121,622.82	121,603.00	B
SEPTEMBER	115,106.96	109,785.43	115,088.00	B
OCTOBER	165,183.90	165,672.68	165,156.00	B
NOVEMBER	151,953.53	150,828.65	151,929.00	B
DECEMBER	122,356.36	116,855.56	122,336.00	B

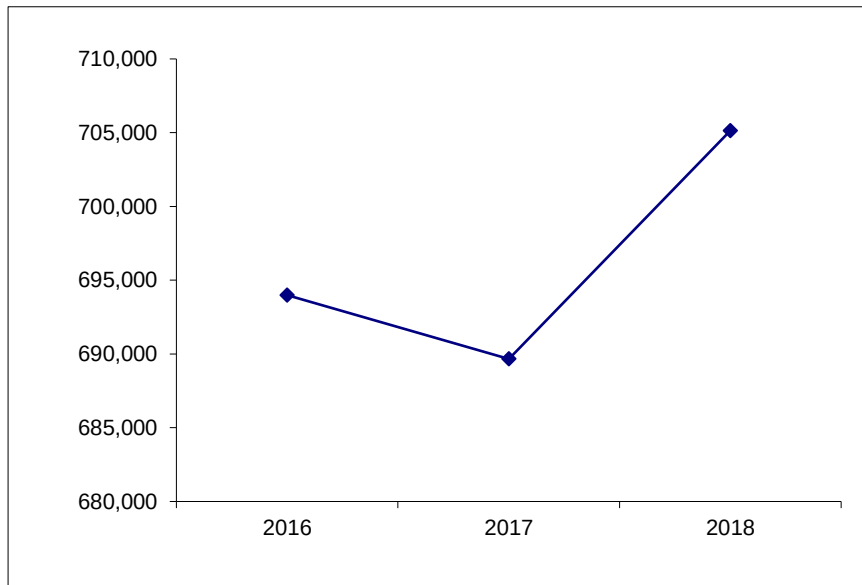
TOTALS	1,594,659.88	1,594,810.29	1,617,328.69
		Current Budget	1,606,000.00
		Projected Amt Over (Under)	11,328.69



88-RECYCLING FEES

MONTH	2016 Actual	2017 Actual	2018	
JANUARY	52,012.50	53,670.25	63,834.61	A
FEBRUARY	66,763.52	57,220.17	53,318.46	A
MARCH	58,159.31	63,538.06	59,585.33	A
APRIL	56,319.77	52,781.31	58,097.70	A
MAY	57,546.84	61,173.86	61,172.00	B
JUNE	57,162.53	60,215.22	60,213.00	B
JULY	53,717.51	61,089.08	61,087.00	B
AUGUST	59,997.07	55,537.02	55,535.00	B
SEPTEMBER	55,158.08	56,982.47	55,156.00	B
OCTOBER	61,572.21	54,207.31	61,570.00	B
NOVEMBER	59,011.54	59,900.37	59,010.00	B
DECEMBER	56,560.41	53,345.70	56,558.00	B

TOTALS	693,981.29	689,660.82	705,137.10
		Current Budget	697,500.00
	Projected Amt Over (Under)		7,637.10



Economic & Community Development

DATE: 5/21/2018

MEMO: No. 18-16

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Raymond Lai, Director of Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:
Resolution Designating Honorary Street name in honor of the late Leslie T. Allen

SUMMARY RECOMMENDATION:

City staff recommends approval of the attached resolution designating the corner of W. Main St. & S. Linden Ave. in honor of the late Leslie T. Allen

BACKGROUND:

The family of the late Leslie T. Allen submitted an application (attached) to have Mr. Allen honored with an honorary street designation at the corner of S. Linden & W. Main St.

Mr. Allen was Decatur's longest serving City Manager for 16 years from August 1972 until 1988. He was continually committed to the City and volunteered on various community boards and organizations including: Decatur Salvation Army, Habitat for Humanity, Rotary Club, Boy Scouts, Grace United Methodist Church and the Golden K's. He volunteered at Decatur Memorial Hospital for over 20 years. Mr. Allen received countless awards including: Outstanding City Manager of the Year from the International City Managers Conference, Sertoma Service to Mankind, and the Community Service award from the Golden K's, accumulating over 10,000 hours of community service. Mr. Allen died on March 27, 2015 at the age of 87.

On April 26th an advisory committee comprised of one member from the Decatur City Council, city staff, the Decatur Police Department, the affected neighborhood organization and the community at large, reviewed and unanimously recommended approval of the application for Honorary Street designation.

STAFF REFERENCE: Additional questions can be forwarded to Richelle D. Irons at (217) 424-2864 or e-mail: rirons@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material
Supporting Documentation	Backup Material

RESOLUTION NO. 2018-_____

**RESOLUTION DESIGNATING HONORARY STREET
-LESLIE T. ALLEN-**

WHEREAS, that on August 17, 2009 the City Council initially approved an Honorary Street Sign Program for the City of Decatur; and

WHEREAS, on March 2, 2015 said program was amended to better describe and present the honoree in the application process;

WHEREAS, an Honorary Street designation shall be limited to individuals, organizations, entities and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City;

WHEREAS, an advisory committee reviewed and unanimously recommended approval of an application submitted by the family of the late Leslie T. Allen;

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

Section 1. That the City Council hereby designates the corner of Linden Ave. and W. Main St. as Honorary Leslie T. Allen Ave., in honor of Leslie T. Allen for a period not to exceed ten (10) years from the date of this resolution.

Section 2. That the applicant for this designation shall be responsible for the cost of the production and installation of the Honorary Street Sign.

Section 3. That the cost shall be paid by the applicant prior to and as a condition of production and installation of the Honorary Street Sign.

Section 4. That the City shall have the right to remove said Honorary Street Sign at its discretion.

PRESENTED AND ADOPTED this _____ day of _____, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



Honorary Street Designation Application Form

As a means to honor individuals, organizations, entities and events that have had a significant lineage to the City or a significant cultural, historical, or humanitarian impact on the community, the City of Decatur shall establish an Honorary Street Naming Sign program as described below. All honorary street name signs shall comply with the guidelines of this program and honorary street name signs shall not have the effect of changing platted street names or official addresses.

1. Policy:

- Criteria required for an honorary street name designation:
 - Honorary street name designations should be limited to individuals, organizations, entities, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City as determined by the Decatur City Council.
 - An honoree must have a geographical relationship to the requested sign location, having either lived or worked or performed other actions or activities in the area deemed to have been important to the City of Decatur.
 - Applicants shall be required to submit an application form to the City of Decatur's Development Services Department providing details as to the proposed honoree's lineage or cultural, historical or humanitarian impact on the city and an explanation of the honoree's relationship to the requested honorary street sign location as part of the application process. Individual letters of support are encouraged and should be attached to the application.
 - Applications shall be reviewed by a five (5) member panel consisting of one (1) member of the Decatur City Council, one (1) member from the Department of Development Services, one (1) member from an authorized city neighborhood organization, one (1) member from the Decatur Police Department and one (1) member appointed from the community at large. Applications will be forwarded to the Mayor and Decatur City Council and scheduled for a vote only upon an affirmative panel recommendation or if a majority of the Decatur City Council calls for it. The request will be considered "denied" upon a negative panel recommendation or if majority of the Decatur City Council does not call for an application to be brought forward within 30 days of said panel recommendation being issued.
 - Current city employees are not eligible for an honorary street naming designation.
 - The City shall cause letters to be sent to residents and/or businesses in the vicinity of the proposed honorary designation in advance notifying them that an honorary

designation has been proposed for their area and that they should continue using the regular street name in all correspondence. The letters would also encourage said residents and/or business owners to contact the city with questions.

- The Decatur City Council will designate a maximum of five (5) honorary streets per year. If there is a street, or portion of a street (except intersecting streets), that has been designated with an honorary street name, no other such name shall be given to the street or section of street. The city shall also have the ultimate authority to determine how many signs shall be placed in an area and how much of the street will be designated with an honorary name.
- Applicant shall be responsible for paying the fee for the production and installation of the sign in the event that the City Council does vote in favor of the designation. The cost is estimated to be about \$250 per sign

2. Required Submittals:

- This application form must be completed in its entirety and submitted to:

City of Decatur – Development Services Dept.
1 Gary K. Anderson Plaza
Decatur, IL 62523

3. Applicant Information:

Applicant's Name: Ashleigh Allen

Organization/Company: _____

Street Address: _____

Telephone Number: _____

E-mail Address: _____

4. Honorary Street Name Request:

Name of Honoree: Leslie T. Allen

Location: West End

Intersecting streets at each end of the one-block length:

West Main and South Linden

5. Criteria:

Please provide a detailed explanation of the criteria that applies to the honoree (Feel free to attach additional sheets if necessary).

- Cultural Impact on the City:

As I began this process of wanting to dedicate a street for my grandfather I learned he had a huge impact on anyone he met. The advice he would give would be a huge stepping stone in many individuals' lives. My grandmother recently told me a story of how when a new city manager took the position they would call my grandfather for words of wisdom. I believe those words stuck with these individuals to this day. As Ryan McCrady stated in a letter my grandfather was always willing to give his time and knowledge of the city. I believe the cultural impact this man had on his community shows through the individuals he shared his own experiences and knowledge with.

- Historical Impact on the City:

Leslie Allen was Decatur's longest City Manager 16 years to be exact. The impact he had on this city and the people that call this home was unbelievable. When he started in the position Decatur had no federal funding. He immediately started working with the city council and within a year they had approved and implemented a plan for federal funding. My grandfather also had major concerns about flooding and drainage issues our city was having and he was able to get a comprehensive drainage program in place. He was always visiting our local industries and trying to make a difference as well.

- Humanitarian Impact on the City:

Anyone who knew Leslie T. Allen knows he loved giving back his community. He dedicated numerous years at Decatur Memorial Hospital and as an employee here I have had many people come up and tell me how much he was loved here. His smile was contagious through the halls and the hard work he did each and every day never went unnoticed. If he wasn't volunteering at the hospital, you would see him involved at his church Grace United Methodist. My grandfather even gave his time to Decatur Salvation Army Corps, Habitat for Humanity, Rotary Club, and the Golden K's. After retirement, you could still find him helping in other cities in the area as a fill in City Manager until the position was filled. My grandfather has received countless awards including, but not limited to: Outstanding City Manager of the Year, Sertoma Service to Mankind, First member of Golden K to attain 10,000 hours of community service award, and many others.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a set of legal pads. There is no handwriting or other markings on the page.

- Geographic Location:

Please provide a detailed explanation of the relationship between the requested honorary street location and the honoree's impact on the City.

I have decided I would love to have the honorary street at the intersection of West Main and South Linden. My grandfather Leslie Allen moved to the West End when he accepted the job as City Manager and lived there up until his death. My grandmother still resides there and I know it would be special to her as well if we were able to have the street dedicated there.

7. Signature of Applicant:

Ashlee A
Signature

12.27.17
Date

Osborne Publications, Inc.

Decatur Tribune

132 South Water St. • P. O. Box 1490 • Decatur, Illinois 62525-1490

Telephone: 217/422-9702 • Fax: 217/422-7320

Website: www.decaturatione.com • Email Address: decaturatione@aol.com

July 27, 2016

To Whom It May Concern:

I met Leslie T. Allen when he became city manager of Decatur in 1972 and talked with him often as editor of the Decatur Tribune during the following sixteen years that he served in that office.

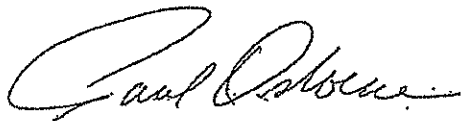
Les was always calm and highly accessible to me during those years and became a friend. He guided the City of Decatur with a steady hand and he remains the longest serving city manager in our history. After he retired his city manager expertise was sought out by other communities and, even though he passed away, he remains a highly respected person in our community.

In addition to numerous honors as a city manager, Les was active in the community and served countless volunteer hours. He was active at his church, Grace United Methodist Church, the Decatur Salvation Army Corps, Habitat for Humanity, Rotary Club, Boy Scouts, Golden K's, YMCA board, and volunteered at Decatur Memorial Hospital for over 20 years.

I believe Leslie T. Allen's personal and private contributions to our community need to be recognized in a public way.

If you have any questions, please don't hesitate to contact me 217/422-9702.

Regards,



Paul Osborne

Editor & Publisher

August 1, 2016

Re: Honorary Street Designation, Leslie T. Allen

To Whom It May Concern,

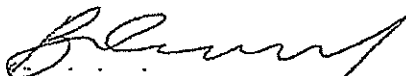
I am writing in support of the application for an Honorary Street Designation for Leslie T. Allen, former City Manager of the City of Decatur. Mr. Allen served the City of Decatur with distinction for many years. I feel that honoring his contribution to the City via an honorary street designation would be an appropriate way to give credence to his efforts.

I was fortunate to serve as City Manager for the City of Decatur for just over six years. During my tenure, I spent many hours conversing with Mr. Allen about his perspectives on the City and learning from his extensive knowledge of its infrastructure. He was always willing to give of his time and knowledge to help me become a better City Manager. Also, Mr. Allen was held in high esteem by the Illinois City/County Managers Association and was awarded some of their top honors during his career. Furthermore, he served as a "Range Rider" during his retirement by volunteering to assist other cities in their search for talented individuals to lead their communities.

Mr. Allen's donation of his time and knowledge did not end with city management. He volunteered a tremendous number of hours with local hospitals, religious organizations and other groups in our community. I understand that this Honorary Street Designation is reserved for those who made efforts and contributions in excess of their job descriptions. I think you can see that Mr. Allen more than exemplifies that character and requirement.

Mr. Allen's contribution to our community is obvious, and we are a better city and state because of it. Also, Mr. Allen served our country with honor during both WWII and the Korean War. He was, without doubt, a shining example of our greatest generation. I hope you will give the request for an Honorary Street Designation for Leslie T. Allen your highest consideration.

Humbly and Respectfully Submitted,



Ryan P. McCrady
4524 Havenwood Drive
Decatur, IL 62526
(217) 855-1615

**MINUTES OF THE MEETING
OF THE
HONORARY STREET SIGN COMMITTEE**

Thursday, April 26, 2018
Economic & Community Development Conference Room, 3rd Floor
Decatur Civic Center

I. Call to Order

The April 26, 2018 meeting of the Honorary Street Sign Committee was called to order at 3:00 P.M. in the Economic and Community Development Conference Room, 3rd floor of the Decatur Civic Center, by Ms. Richelle Irons. All present introduced themselves.

Members Present: Kent West, City Neighborhood Representative
Dana Ray, City Council
Francie Johnson, Community Member-at-Large
Ed Hurst, Decatur Police Department
Richelle Irons, Economic & Community Development Department

Staff Present: Janet Poland, Economic & Community Development Department

Ms. Irons reviewed the criteria for an honorary street name designation.

II. New Business

Review application submitted by Ashleigh Allen recommending Les Allen for an Honorary Street sign. The sign would be located at the corner of West Main Street and South Linden Street.

The Committee reviewed the above application (attached). Les Allen served the City of Decatur as City Manager for sixteen (16) years and also volunteered his time to several local organizations. He moved to the west end when he accepted the job as City Manager. His widow still resides there.

Two (2) letters of support from a former City Manager and former Mayor accompanied the application.

It was moved and seconded (Ray/West) to accept the application and forward to the City Council with a recommendation for approval.

III. Appearance of Citizens

No citizen expressed comments.

IV. Comments and Information from Commission Members

No committee member expressed comments.

V. Adjournment

There being no further business, it was moved and seconded (Ray/West) to adjourn the meeting. Motion carried unanimously. Ms. Irons declared the meeting adjourned at 3:12 P.M.

Financial Management

DATE: 5/14/2018

MEMO: Letter to the Decatur City Council Financial Management Department #2018 - 04

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance providing for the issuance of not to exceed \$29,000,000 General Obligation Bonds, Series 2018, to finance expansion of the City's water supply by the dredging of Lake Decatur, the building and equipping of three new fire stations for the City and the prepayment of certain outstanding obligations of the City, authorizing designated officials to sell said bonds by the execution of one or more notifications of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Raymond James & Associates, Inc.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Parameters Ordinance, which upon Council approval and passage, will authorize the City to issue 2018 Series bond debt, to finance the expansion of the City's water supply by the dredging of Lake Decatur, to finance the construction of three new fire stations, and to finance the prepayment of the outstanding Busey Bank obligations related to the rehabilitation of four fire stations.

That portion of the General Obligation Bonds issued by authority of Council approval of this ordinance for dredging will be abated from the City tax levy in future periods with debt service payments to be made from the net revenues of the City's Water Utility. Debt Service related to that portion of the General Obligation Bonds issued for construction of new fire stations and for the refunding of the outstanding Busey Bank obligations will be paid from the City tax levy.

BACKGROUND:

This ordinance will establish not to exceed financing parameters to be used as the maximum limits authorized for the financing offering to Raymond James & Associates. The parameters

in the ordinance are as follows:

Maximum Par Value	\$29,000,000
Maximum principal payment	\$ 2,600,000
Maximum coupon rate	6.0%
Maximum maturity date	March 1, 2038
Optional call date	not later than March 1, 2028
Maximum annual levy	\$ 2,700,000
Minimum purchase price	98.0% exclusive of OID

The ordinance will authorize the issuance of twenty (20) year bonds up to a maximum of \$29,000,000 of par value principal with an annual debt financing interest rate not to exceed 6.0%. The bonds will mature annually on March 1 with a maximum final maturity date of March 1, 2038. The ordinance sets a maximum annual debt service principal amount of \$2,600,000.

The parameters as contained in this ordinance are within the financial projections as included in the City's Water pro-forma rate increase and debt service model, and therefore are covered by the water rate increases approved and enacted by Council in Ordinance 2013-20 dated April 1, 2013.

This debt issue is the fourth debt issue associated with the Lake Decatur dredging initiative; the first debt issue was in April, 2014 (Council Ordinance 2014-04) with par value amount of \$24,055,000; the second debt issue was in September, 2015 (Council Ordinance 2015-63) with par value of \$23,305,000; the third debt issue was in November, 2016 (Council Ordinance 2016-70) with par value of \$22,205,000.

Proceeds from this fourth debt issue will fund the dredging initiative from extinguishment of currently available proceeds to the completion of the dredging initiative.

Included in this debt issue are proceeds to finance the construction of three new fire station facilities replacing Fire Station 3 (Fairview at Millikin), Fire Station 5 (Brentwood) and Fire Station 7 (Airport).

Included in this debt issue are proceeds to refund and liquidate the Busey Bank loan obligation financing the renovation of Fire Stations 1 (HQ), 2 (William Street), 4 (22nd Street), and 6 (South Shores).

The City will use the BrechnitzGroup as an agent for sale of bonds to investors, Raymond James & Associates as the underwriter; Speer Financial, Inc. as financial advisor; and Chapman and Cutler, LLP, as bond counsel.

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

INPUT FROM OTHER SOURCES:

City Public Works Department,
City Fire Department,
Speer Financial, Inc., Debt Issuance Financial Advisor,
Raymond James and Associates, Inc., Underwriter,
Chapman & Cutler, LLP., Bond Counsel

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

BUDGET/TIME IMPLICATIONS:

Council passage of this ordinance will amend the 2018 budget to include the final revenue based on the proceeds received at the time of sale, 2018 dredging project expense, as well as revenues and expense associated with the fire station initiatives.

Approval action by the Council is time sensitive to enabling monies to be available to defray the cost of the dredging project in accordance with the construction schedule timelines of the dredging contractor, and provide for commencement of fire station construction initiative.

ATTACHMENTS:

Description	Type
Ordinance	Cover Memo

MINUTES of a regular public meeting of the Council of the City of Decatur, Macon County, Illinois, held in the Council Chambers, located on the third floor of the Decatur Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois, at 5:30 p.m., on Monday, the 21st day of May, 2018.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Julie Moore-Wolfe, the Mayor, and the following Council Members were physically present at said location: _____

The following Council Members were allowed by a majority of the members of the Council in accordance with and to the extent allowed by rules adopted by the Council to attend the meeting by video or audio conference: _____

No Council Member was not permitted to attend the meeting by video or audio conference.

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

At ____ p.m., the Mayor announced that (i) the next item for consideration was the issuance of not to exceed \$29,000,000 general obligation bonds to be issued by the City pursuant to its home rule powers for the purposes of financing one or more of the following: (a) the expansion of the City's water supply by the dredging of Lake Decatur, (b) the building and equipping of three new fire stations for the City and (c) the prepayment of certain outstanding obligations of the City, and (ii) the City Council would consider the adoption of an ordinance

providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Mayor then explained that the ordinance sets forth the parameters for the issuance of said bonds and the sale thereof by designated officials of the City to Raymond James & Associates, Inc., Chicago, Illinois, and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Thereupon, the City Clerk presented, the Director of Finance explained, and there was read by title an ordinance as follows, a copy of which was provided to each Council Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the issuance of not to exceed \$29,000,000 General Obligation Bonds, Series 2018, of the City of Decatur, Macon County, Illinois, to finance the expansion of the City's water supply by the dredging of Lake Decatur, the building and equipping of three new fire stations for the City and the prepayment of certain outstanding obligations of the City, authorizing designated officials to sell said bonds by the execution of one or more notifications of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Raymond James & Associates, Inc.

(the “Bond Ordinance”).

Council Member _____ moved and Council Member _____ seconded the motion that the Bond Ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Council Members voted AYE:

and the following Council Members voted NAY: _____.

WHEREUPON, the Mayor declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Decatur, Macon County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

City Clerk

ORDINANCE NUMBER _____

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Adopted by the Council on the
21st day of May, 2018.

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ORDINANCE NUMBER _____

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WHEREAS by virtue of its population and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Decatur, Macon County, Illinois (the "*City*"), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS on the 25th day of February, 1982, the Council of the City (the "*Council*") did adopt an ordinance determining the procedures to be followed in the borrowing of money for public purposes of the City and in evidence of such borrowing the issuing of full faith and credit bonds of the City without referendum approval, such ordinance being entitled:

ORDINANCE NO. 82-22

AN ORDINANCE establishing procedures to be followed in incurring indebtedness for corporate purposes, issuing bonds to evidence such indebtedness and directing the levying of taxes, without limit as to rate or amount, for the purpose of paying principal and interest on such bonds as the same become due.

(the "*Enabling Ordinance*"); and

WHEREAS the Council has determined that it is advisable and in the best interests of the City and its residents to (a) expand the City's water supply by the dredging of Lake Decatur (the "*Dredging Project*"), (b) build and equip three new fire stations for the City (the "*Fire Station Project*") and (c) prepay all or a selected portion of the outstanding Prior Note (as hereinafter defined) (the "*Refunding*"), all in accordance with the preliminary estimate of costs, which have been approved by the Council and are now on file in the office of the City Clerk of the City (including the engineering, legal, financial and administrative expense related thereto); and

WHEREAS the City has heretofore issued and has outstanding a Fire Station Promissory Note, Series 2016 (the "*Note*"); and

WHEREAS the Council has determined that it is advisable and in the best interests of the City and its residents to prepay the Note in order to produce debt service savings or restructure the debt burden of the City; and

WHEREAS, in accordance with the terms of the Note, the Note may be prepaid prior to maturity, and it is necessary and desirable to prepay the Note on its earliest practicable prepayment date, and provide for the giving of proper notice to Busey Bank, Decatur, Illinois (the "*Bank*"), the holder of the Note; and

WHEREAS the estimated cost of the Dredging Project is not less than \$19,000,000, the estimated cost of the Fire Station Project is not less than \$8,000,000 and the estimated cost of the Refunding is not less than \$2,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS pursuant to the hereinafter defined Act, the City is authorized to issue its general obligation bonds in an amount not to exceed (a) \$19,000,000 to pay the costs of the Dredging Project (the "*Dredging Bonds*"), (b) \$8,000,000 to pay the costs of the Fire Station Project (the "*Fire Station Bonds*") and (c) \$2,000,000 to prepay the Note (the "*Refunding Bonds*"); and

WHEREAS the Council does hereby determine that, in evidence of such borrowing, it is necessary and desirable to issue the Dredging Bonds in an amount not to exceed \$19,000,000, the Fire Station Bonds in an amount not to exceed \$8,000,000 and the Refunding Bonds in an amount not to exceed \$2,000,000:

NOW THEREFORE Be It Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers and in accordance with the Enabling Ordinance, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are defined in the preambles.

Bank

City

Council

Dredging Bonds

Dredging Project

Enabling Ordinance

Fire Station Bonds

Fire Station Project

Note

Refunding

Refunding Bonds

B. The following words and terms are defined as set forth.

“Act” means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of

Illinois and the Enabling Ordinance adopted pursuant to such home rule powers; and, in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“Bond” or *“Bonds”* means on or more, as applicable, of the not to exceed \$29,000,000 General Obligation Bonds, Series 2018, with such series designation and additional descriptions as may be appropriate and as set forth in the Bond Notification, authorized to be issued by this Ordinance and comprised of one or more of the following: Dredging Bonds, Fire Station Bonds and Refunding Bonds.

“Bond Fund” means the Bond Fund established and defined in Section 16 of this Ordinance.

“Bond Notification” means, for a series of the Bonds, the Bond Notification as authorized to be executed by the Designated Officials in Section 15 of this Ordinance and by which the final terms of a series of the Bonds will be established.

“Bond Register” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means U.S. Bank National Association, Indianapolis, Indiana, or a successor thereto or a successor designated as Bond Registrar hereunder.

“City Clerk” means the City Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“County Clerk” means the County Clerk of The County of Macon, Illinois.

“Designated Officials” means the Mayor, the City Manager of the City and the Director of Finance of the City, acting together.

“Mayor” means the Mayor of the City.

“Ordinance” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Council on the 21st day of May, 2018.

“Paying Agent” means U.S. Bank National Association, Indianapolis, Indiana, or a successor thereto or a successor designated as Paying Agent hereunder.

“Pledged Taxes” means the taxes levied on the taxable property within the City to pay principal of and interest on the Bonds as made in Section 13 hereof.

“Purchaser” means Raymond James & Associates, Inc., Chicago, Illinois.

“Tax-exempt” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“Term Bonds” means Bonds subject to mandatory redemption and designated as term bonds in the Bond Notification.

“Treasurer” means the Treasurer of the City.

Section 2. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and desirable to undertake the Dredging Project and the Fire Station Project and to provide for the Refunding, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for any or all such purposes. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for the costs of the Dredging Project, the Fire Station Project and the Refunding, there shall be issued and sold the Bonds in the aggregate principal amount of not to exceed \$29,000,000. The Bonds shall be issued in one or more series and shall be designated “*General Obligation Bond, Series 2018,*” with such series designation and additional descriptions as set forth in the Bond Notification, and comprised of one or more of the following: Dredging Bonds, Fire Station Bonds and Refunding Bonds. The Dredging Bonds shall be issued in an amount not to exceed \$19,000,000, the Fire Station Bonds shall be issued in an amount not to exceed \$8,000,000 and the Refunding Bonds shall be issued in an amount not to exceed \$2,000,000. The Bonds shall be dated such date (not prior to May 29, 2018, and not later than December 31, 2018) (the “*Dated Date*”) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond in a series shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward in each series. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to option of prior redemption as hereinafter described) as shall be set forth in the Bond Notification, and in such principal amounts as shall be set forth therein; *provided, however,* that the final maturity shall be due on or before March 1, 2038, and each maturity or sinking fund payment in a series shall not exceed \$2,600,000. Each Bond shall bear interest, at a rate not to exceed 6.00% per annum, from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on March 1 and September 1 of each year, commencing with the first interest payment date as provided in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date (the “*Record Date*”), and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such registered owner. The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Paying Agent, or at successor Paying Agent and locality.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the series and maturities of the Bonds as provided in Section 4 hereof, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). All of the outstanding Bonds in each series shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor, the Treasurer and the City Clerk are hereby authorized to execute and deliver on behalf of the City such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”).

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to

time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name “*Cede*” in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 11 hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of

authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Term Bonds, Mandatory Redemption and Covenants. The Bonds may be subject to mandatory redemption (as Term Bonds) as provided in the Bond Notification; *provided, however,* that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 hereof for the maximum amount of principal due on a series of the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on a given date of the years and in the amounts as shall be determined in the Bond Notification.

The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

Section 8. Optional Redemption. All or a portion of the Bonds, if any, may be subject to redemption prior to maturity at the option of the City, from any available funds, in whole or in part, on any date on or after the date provided in the Bond Notification (but in no event shall such

date be later than March 1, 2028), and if in part, in such order of maturities (and, if applicable, order of mandatory redemption payments) as shall be specified in the Bond Notification, and if less than an entire maturity of a series, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, at the redemption price of par plus accrued interest to the redemption date. The Bonds of each series may have different optional redemption provisions within the parameters set forth in this paragraph.

Section 9. Term Bonds Purchase or Redemption. If the City redeems pursuant to optional redemption as hereinabove provided or purchases Term Bonds of any series and maturity and cancels the same from Bond Moneys (as defined in Section 13 hereof), then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such series and maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City redeems pursuant to optional redemption or purchases Term Bonds of any series and maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

Section 10. Redemption Procedure. For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed without further authorization or direction to provide for such redemption. For optional redemptions, the City shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar for the Bonds of such redemption date and of the series, maturities and principal amounts of Bonds to be redeemed. In the event of an optional redemption of less than all of a

given maturity of a series of Term Bonds, the City shall also notify the Bond Registrar of the allocation of the amount to be redeemed to the mandatory redemption requirements for such Term Bonds. For purposes of any redemption of less than all of the Bonds of a single maturity of a series, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity of such series by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular series and maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds

within such maturity and series, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date;

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent; and

(f) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such

Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same series and maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

Section 11. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The City shall cause books (the “Bond Register”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar in the City of Indianapolis, Indiana, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar,

duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same series and maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, that the principal amount of Bonds of each series and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity of such series less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 12. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF MACON
CITY OF DECATUR
GENERAL OBLIGATION BOND, SERIES 2018**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: March 1, 20____ Date: _____, 2018 CUSIP: 243127 ____

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Decatur, Macon County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on March 1 and September 1 of each year, commencing _____ 1, 20____, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, in the City of Indianapolis, Indiana, as paying agent (the “*Paying Agent*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City

maintained by U.S. Bank National Association, in the City of Indianapolis, Indiana, as bond registrar (the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Decatur, Macon County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Decatur
Macon County, Illinois

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

[SEAL]

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
U.S. Bank National Association
Indianapolis, Indiana

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2018, having a Dated Date of _____, 2018, of the City of Decatur, Macon County, Illinois.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____,000 issued by the City to finance [the expansion of the City’s water supply by the dredging of Lake Decatur][,][and][the costs of building and equipping three new fire stations for the City][and][the costs of prepaying certain outstanding obligations of the City] and to pay expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 and the City’s enabling ordinances adopted pursuant to such home rule powers (such code, powers and enabling ordinance, collectively, being the “*Act*”), and with the Ordinance, which has been duly passed by the Council of the City, approved by the Mayor, and published, in all respects as by law required.

Subject to the provisions relating to this Bond remaining in book-entry only form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal corporate trust office of the Bond Registrar in the City of Indianapolis, Indiana, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same series and maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date [or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption].

[The Bonds may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 13. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (namely, 2018 through 2036), a direct annual tax sufficient for that purpose in a yearly aggregate amount not to exceed \$2,700,000 (the "Pledged Taxes"). Such levy shall be fully set forth in the Bond Notification; and if there shall be more than one series of the Bonds, the levy for each such series shall be set forth separately in the respective Bond Notification.*

The Pledged Taxes and other moneys on deposit (collectively, the "*Bond Moneys*") in the Bond Fund shall be applied to pay principal of and interest on the Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of same, the Council shall, by proper proceedings, direct the

deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating Pledged Taxes shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 14. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the years 2018 to 2036, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied as set forth in each of said years; and the County Clerk shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 15. Sale of Bonds; Bond Notification; Bond Series. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant the Bond Notification. The Bonds shall be sold and delivered, in one or more series, to the Purchaser at the price of (a) not less than 98.00% of the par value of the principal amount of the Dredging Bonds (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery, (b) not less than 98.00% of the par value of the principal amount of the Fire Station Bonds (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery, and (c) not less than 98.00% of the par value of the principal amount of the Refunding Bonds (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery. Each such sale shall be made upon the advice (in the form of a written

certificate or report) of Speer Financial, Inc., the municipal advisor to the City ("*Speer*") that the terms of such Bonds are fair and reasonable in view of current conditions in the bond markets. As additional limitations on the sale of a series of the Bonds, the Designated Officials shall find and determine that such Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law. Nothing in this Section shall require the Designated Officials to sell any of the Bonds if in their judgment the conditions in the bond markets shall have deteriorated from the time of adoption of this Ordinance or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officials shall have the authority to sell a series of the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. Upon the sale of a series of Bonds, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such Bonds as may be necessary, including, without limitation, the Bond Notification, Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), and closing documents. The Designated Officials must find and determine in the Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Purchaser. The distribution of the Preliminary Official Statement relating to such Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of one or more Official Statements (in substantially the form of a Preliminary Official Statement but with appropriate variations to reflect the final terms of such Bonds) is hereby approved. The Designated Officials shall execute a bond purchase contract for

the sale of such Bonds to the Purchaser (the “*Bond Purchase Contract*”) in the form approved by the corporation counsel of the City. Upon the sale of such Bonds, the Designated Officials shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The Designated Officials shall also file with the County Clerk the Bond Notification. The authority granted in this Ordinance to the Designated Officials to sell any series of the Bonds as provided herein shall expire on December 31, 2018.

Prior to the sale of a series of Bonds, the Mayor, the City Manager of the City and the Director of Finance of the City are each hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure all or a portion of such Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on such Bonds) is less than the present value of the interest reasonably expected to be saved on such Bonds over the term of such Bonds as a result of the Municipal Bond Insurance Policy.

Section 16. Creation of Funds and Appropriations.

A. There is hereby created the “*General Obligation Bonds, Series 2018, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest received upon delivery of the Bonds, if any, shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit

earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the sale proceeds of the Dredging Bonds to pay expenses of issuance shall be deposited into a separate fund, hereby created, designated the *“2018 Dredging Expense Fund”* and used, as necessary, to pay such expenses. Disbursements from such fund shall be made from time to time as necessary. Any excess in said fund shall be transmitted by the Treasurer for deposit into the Bond Fund after six months from the date of issuance of the Dredging Bonds. The remaining sale proceeds of the Dredging Bonds shall be deposited into a separate and segregated account of the City, hereby created, and to be known as the *“2018 Water Utility Project Fund”* (the *“Dredging Project Fund”*) and used, as necessary, to pay costs of the Dredging Project. Monies on deposit in and to the credit of the Dredging Project Fund shall be disbursed from time to time as needed by the Treasurer, without further official action or direction of the Council, in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Dredging Project, as certified to the Treasurer by the architect or engineer in responsible charge of the Dredging Project, remaining funds, if any, on deposit in and to the credit of the Dredging Project Fund shall be transferred by the Treasurer, without further official action of or direction by the Council, to the Bond Fund. Monies on deposit in and to the credit of Dredging Project Fund may be invested by

the Treasurer in any investments for City funds as may be from time to time authorized under Illinois law, without further official action of or direction by the Council.

Without further official action of or direction by the Council, if necessary to ensure the timely payment of principal of and interest on the Dredging Bonds, monies on deposit in the Dredging Project Fund may be transferred by the Treasurer at any time to the Bond Fund in anticipation of the collection of Pledged Taxes. Any amount so transferred shall be immediately repaid upon the collection of Pledged Taxes.

D. The amount necessary from the sale proceeds of the Fire Station Bonds to pay expenses of issuance shall be deposited into a separate fund, hereby created, designated the *“2018 Fire Station Expense Fund”* and used, as necessary, to pay such expenses. Disbursements from such fund shall be made from time to time as necessary. Any excess in said fund shall be transmitted by the Treasurer for deposit into the Bond Fund after six months from the date of issuance of the Fire Station Bonds. The remaining sale proceeds of the Fire Station Bonds shall be deposited into a separate and segregated account of the City, hereby created, and known as the *“2018 Fire Station Project Fund”* (the *“Fire Station Project Fund”*) and used, as necessary, to pay costs of the Fire Station Project. Monies on deposit in and to the credit of the Fire Station Project Fund shall be disbursed from time to time as needed by the Treasurer, without further official action or direction of the Council, in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Fire Station Project, as certified to the Treasurer by the architect or engineer in responsible charge of the Fire Station Project, remaining funds, if any, on deposit in and to the credit of the Fire Station Project Fund shall be transferred by the Treasurer, without further official action of or direction by the Council, to the Bond Fund. Monies on deposit in and to the credit of the Fire Station Project

Fund may be invested by the Treasurer in any investments for City funds as may be from time to time authorized under Illinois law, without further official action of or direction by the Council.

Without further official action of or direction by the Council, if necessary to ensure the timely payment of principal of and interest on the Fire Station Bonds, monies on deposit in the Fire Station Project Fund may be transferred by the Treasurer at any time to the Bond Fund in anticipation of the collection of Pledged Taxes. Any amount so transferred shall be immediately repaid upon the collection of Pledged Taxes.

E. The amount necessary from the sale proceeds of the Refunding Bonds to pay expenses of issuance shall be deposited into a separate fund, hereby created, designated the “*2018 Refunding Expense Fund*” and used, as necessary, to pay such expenses. Disbursements from such fund shall be made from time to time as necessary. Any excess in said fund shall be transmitted by the Treasurer for deposit into the Bond Fund after six months from the date of issuance of the Refunding Bonds. The remaining sale proceeds of the Refunding Bonds shall be used, together with such additional amounts as may be necessary from the corporate funds of the City, to pay the costs of the Refunding and to that end shall be deposited with the Bank for the purpose of prepaying the principal of and interest on the Note.

Section 17. Notice of Prepayment of Note. In accordance with the prepayment provisions of the Term Loan Agreement for the Note, dated August 18, 2016, the City by the Council does hereby make provision for the prepayment of and does hereby authorize the Designated Representatives to give notice to the Bank of such prepayment of the Note prior to maturity (subject only to delivery of the Refunding Bonds) on the earliest practical prepayment date therefor, the same being the date set forth in the Bond Notification (not later than 90 days after the delivery of the Refunding Bonds).

Section 18. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, the City Clerk and the Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money

representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 19. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain tax-exempt. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 20. Reimbursement. With respect to expenditures for the Dredging Project and the Fire Station Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Dredging Bonds and the Fire Station Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 21. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the City is authorized to execute standard forms of agreements between the City and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 22. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 23. Continuing Disclosure Undertaking. The Mayor and the Treasurer are each hereby authorized, empowered and directed to execute and deliver one or more Continuing

Disclosure Undertakings (the “*Continuing Disclosure Undertaking*”) in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, the official’s execution thereof to constitute conclusive evidence of the approval of such changes. When a Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, said Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with said Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under said Continuing Disclosure Undertaking.

Section 24. Record-Keeping Policy and Post-Issuance Compliance Matters. On November 15, 2010, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council amended the Policy on August 5, 2013. The Council and the City hereby reaffirm the Policy.

Section 25. Municipal Bond Insurance. In the event the payment of principal and interest on a series of the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long

as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of said Bonds, subrogation of the rights of said Bondholders to the Bond Insurer upon payment of said Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 26. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 27. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 28. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: May 21, 2018

APPROVED: May 21, 2018

Mayor, City of Decatur
Macon County, Illinois

Recorded in City Records: May 21, 2018.

Published in pamphlet form by authority of the Council on May 21, 2018.

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “Council”) thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 21st day of May, 2018, insofar as the same relates to the adoption of an ordinance, numbered _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$29,000,000 General Obligation Bonds, Series 2018, of the City of Decatur, Macon County, Illinois, to finance the expansion of the City’s water supply by the dredging of Lake Decatur, the building and equipping of three new fire stations for the City and the prepayment of certain outstanding obligations of the City, authorizing designated officials to sell said bonds by the execution of one or more notifications of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Raymond James & Associates, Inc.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this
21st day of May, 2018.

City Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the Council (the “*Council*”) thereof.

I do further certify that on the 21st day of May, 2018, there was published in pamphlet form, by authority of the Council, a true, correct and complete copy of Ordinance Number _____ of the City entitled:

AN ORDINANCE providing for the issuance of not to exceed AN ORDINANCE providing for the issuance of not to exceed \$29,000,000 General Obligation Bonds, Series 2018, of the City of Decatur, Macon County, Illinois, to finance the expansion of the City’s water supply by the dredging of Lake Decatur, the building and equipping of three new fire stations for the City and the prepayment of certain outstanding obligations of the City, authorizing designated officials to sell said bonds by the execution of one or more notifications of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Raymond James & Associates, Inc.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this 21st day of May, 2018.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Macon, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2018, there was filed in my office a properly certified copy of Ordinance Number _____ passed by the Council of the City of Decatur, Macon County, Illinois, on the 21st day of May, 2018, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$29,000,000 General Obligation Bonds, Series 2018, of the City of Decatur, Macon County, Illinois, to finance the expansion of the City's water supply by the dredging of Lake Decatur, the building and equipping of three new fire stations for the City and the prepayment of certain outstanding obligations of the City, authorizing designated officials to sell said bonds by the execution of one or more notifications of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Raymond James & Associates, Inc.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Macon, Illinois, this ____ day of _____, 2018.

[SEAL]

County Clerk of The County of Macon, Illinois

Public Works

DATE: 5/11/2018

MEMO: 2018-22

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code
City Project 2018-08

SUMMARY RECOMMENDATION: Please refer to the attached Public Works Memorandum No. 2018-22 and related attachments regarding this resolution to appropriate motor fuel tax funds for the City's 2018 Street Restoration project, City Project 2018-08.

ATTACHMENTS:

Description	Type
Council Memo 2018-22 MFT Appropriation	Cover Memo
Resolution to Appropriate MFT Funds	Resolution Letter
IDOT BLR 09110 Form	Backup Material
Location map Airport Road	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2018-22**

DATE: May 10, 2018

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code
City Project 2018-08

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to appropriating \$1,600,000 in State Motor Fuel Tax (MFT) funds for the proposed 2018 Street Restoration project, City Project 2018-08.

PRIOR COUNCIL ACTION:

Each year the City Council approves the appropriation of State MFT funds for street improvement work. State MFT funds are allocated for street improvement work as part of the Fiscal Year 2018 Capital Improvement Plan.

BACKGROUND:

State Motor Fuel Taxes are levied and collected by the State of Illinois; funds are allocated to local agencies, and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects. IDOT must receive an MFT appropriation before they will approve the expenditure of State MFT money.

Proposed 2018 Street Improvement

The resolution appropriates \$1,600,000 in State MFT funds for asphalt street work for the proposed 2018 Street Restoration project, City Project 2018-08. The Street Restoration project is part of the annual maintenance program that generally consists of milling off a portion of an existing asphalt street surface and placing a new asphalt concrete surface course that restores the integrity of the street surface. The 2018 project will strengthen the edge and perform mill and overlay work on Airport Road between U.S. 36 and Country Club Road.

The edge of the pavement will be strengthened by removing the existing pavement and replacing it with a thicker layer of asphalt. The rest of the road surface will be milled then overlaid with two inches of additional asphalt which will strengthen the road.

The proposed street list for Street Restoration is as follows (see attached location maps):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
Airport Road	The end of the concrete pavement north of U.S. 36	The beginning of the concrete pavement south of Country Club Rd.	Mill and Overlay and edge strengthening	7,140	2.70
			Total Length	7,140	2.70

SCHEDULE:

Design work for the 2018 Street Restoration Project is complete and the plans are currently being advertised for bid. The project is planned to begin around the month of July.

BUDGET/TIME IMPLICATION:

1. **Budget Impact:** The proposed resolutions appropriate \$1,600,000 in State Motor Fuel Tax funds for the Street Restoration project.
2. **Staffing Impact:** Staff time has been allocated for managing these projects.

LEGAL REVIEW: Legal review of the State Motor Fuel Tax appropriation is not required.

POTENTIAL OBJECTION: There are no known objections to this resolution.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer and Griffin Enyart, Assistant City Engineer. Matt Newell, will be in attendance at the City Council meeting to answer any questions of the Council on this item.

This memorandum was prepared by Griffin Enyart, P.E., Assistant City Engineer.

Attach: 3

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR RESTORATION OF STREETS AND HIGHWAYS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2018-08**

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

Section 1. That there is hereby appropriated the sum of \$1,600,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 18-00808-00-FP.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	18-00808-00-FP

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
* Airport Road	1.35		North of U.S. 36	South of Country Club Rd.

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
*				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Strengthening the edge of the road with full depth asphalt and resurfacing the entire width of the road with hot-mix asphalt to the depths specified. Curb ramp improvements and valve box replacements are also included.

2. That there is hereby appropriated the sum of One Million, Six Hundred Thousand and 00/100

Dollars (\$1,600,000.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Debra G. Bright City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Decatur, in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on May 21, 2018
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of May, 2018
Day Month, Year

(SEAL)

Clerk Signature

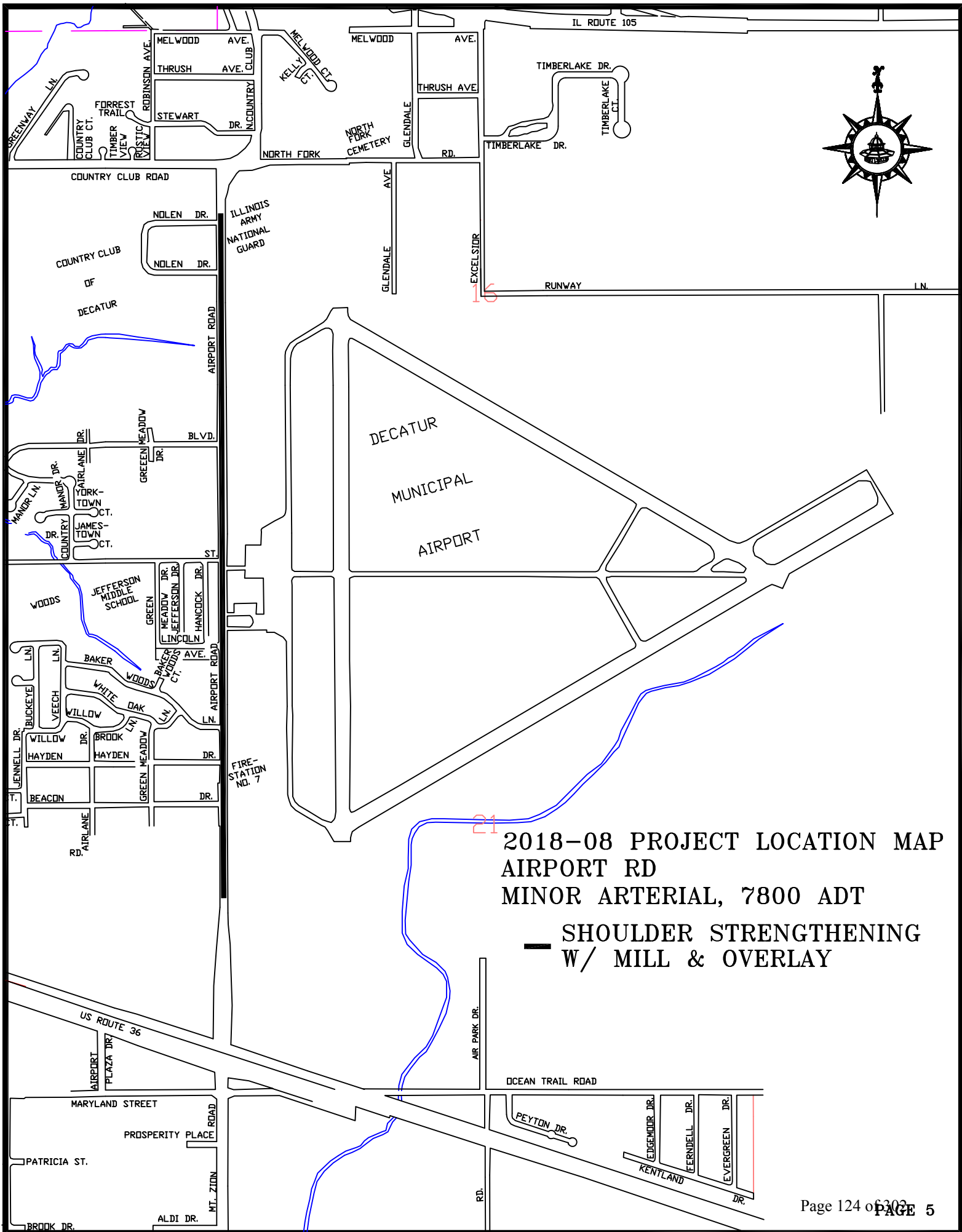
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Approved

Regional Engineer
Department of Transportation

Date

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Public Works

DATE: 5/14/2018

MEMO: 2018-21

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, Public Works Director

SUBJECT: Ordinance Establishing Handicapped Parking Space at the Southernmost Parking Space Along the West Side of North Martin Luther King Jr Drive in the Parking Lane which ends 195 Feet North of the Centerline of East Marietta Street

SUMMARY RECOMMENDATION: Staff recommends the approval of the attached Ordinance authorizing the installation of a handicapped parking space near the front of 1001 North Martin Luther King Jr Drive as recommended by the Traffic & Parking Commission.

BACKGROUND:

April 26, 2018- Traffic & Parking Commission approved a request from City staff recommending the installation of a handicapped parking space at the on-street parking space closest to 1001 North Martin Luther King Jr Drive, which was requested by the tenant, who resides at this location. In this area, there are public parking spaces located to the right of drivers. This handicapped space would go at the south end of the parking area on that block.

The Traffic & Parking Commission's recommendation is attached with the ordinance for Council's review.

SCHEDULE: Installation is normally completed within 14 days of Council authorization.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: No objections anticipated

INPUT FROM OTHER SOURCES: Traffic & Parking Commission

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$400 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 4 hours of staff time to make and install the signs.

ATTACHMENTS:

Description	Type
2018-21 Ordinance	Ordinance
2018-21 Map	Backup Material
2018-21 T & P Commission Mins	Backup Material

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING HANDICAPPED PARKING SPACE AT THE
SOUTHERNMOST PARKING SPACE ALONG THE WEST SIDE OF NORTH MARTIN
LUTHER KING JR. DRIVE IN THE PARKING LANE WHICH ENDS 195 FEET NORTH
OF THE CENTERLINE OF EAST MARIETTA STREET**

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

Section 1. That when appropriate signs or markings are provided giving notice thereof, parking be, and it is hereby, prohibited at the southernmost parking space along the west side of North Martin Luther King Jr. Drive in the parking lane which ends 195 feet north of the centerline of East Marietta Street at all times and the same is hereby restricted to only those vehicles bearing special registration plates issued for operation of vehicles by or for the physically handicapped, or those vehicles displaying a handicapped decal.

Section 2. That any person, firm or corporation who shall violate any of the provisions of this Ordinance shall, upon conviction, be fined, not to exceed, Two Hundred Fifty Dollars (\$250.00) for each offense.

Section 3. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

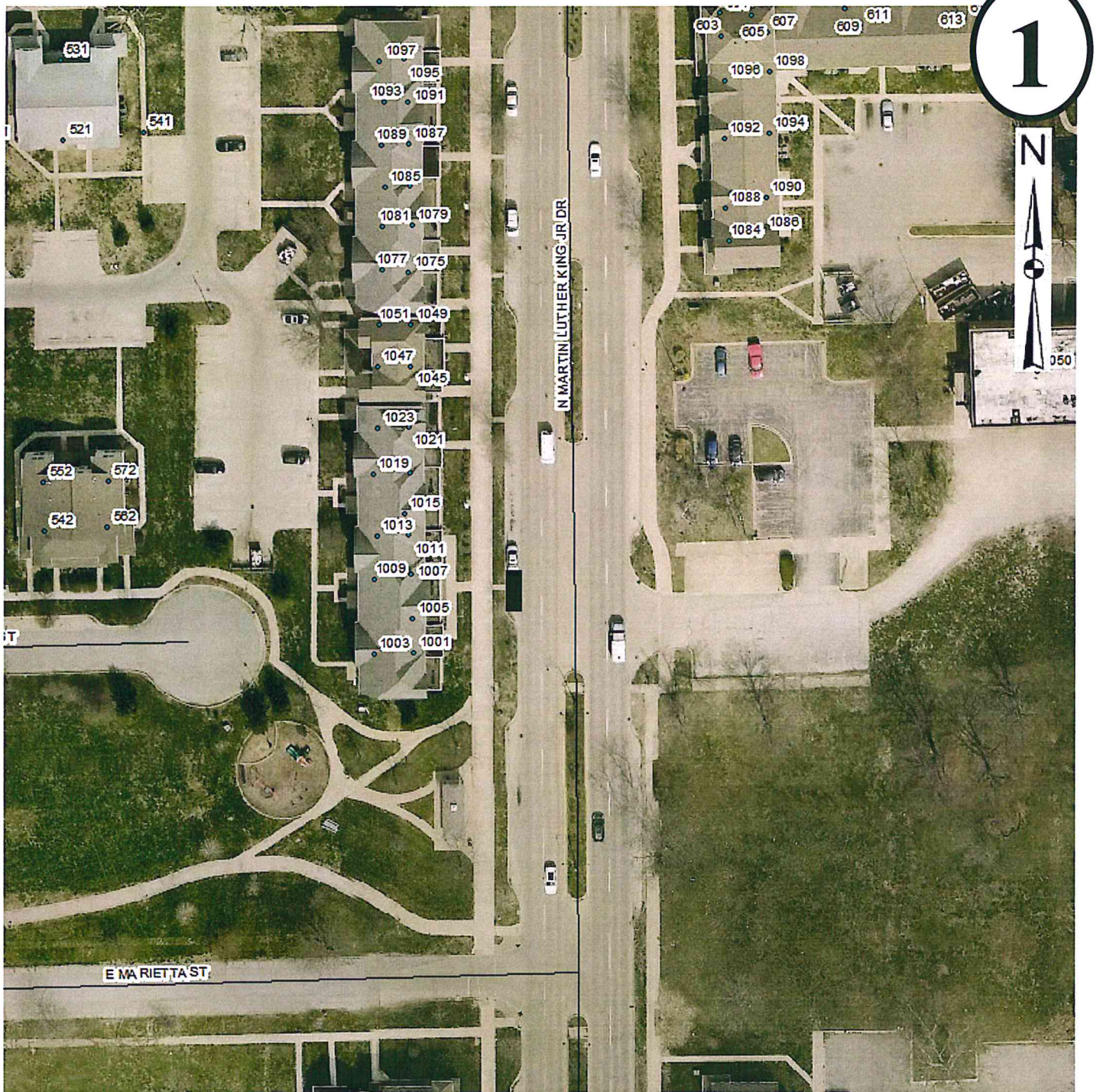
ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2018.

DEBRA G. BRIGHT, CITY CLERK

**REQUESTED HANDICAP PARKING
NEAR 1001 N. MARTIN LUTHER KING JR. DR.**



PROPOSED HANDICAP PARKING SPACE

**City of Decatur, Illinois
Public Works Department
Engineering Division**

Item #1 Request for handicap parking sign for on-street parking space closest to 1001 North Martin Luther King Jr. Drive.

Griffin Enyart presented the case of a request made from the tenant of 1001 North Martin Luther King Jr. Drive. Tenant lives in a handicap adaptable unit located on the side of the building facing North Martin Luther King Jr. Drive. Off-street parking exists behind the building with handicap parking spaces but tenant would have to walk around the building to get to their unit. Proposed handicap parking spaces would be closer to unit and has a walkway from the street to the sidewalk located on the passenger side of the parking space. While the unit may belong to other tenants in the future who may not have handicap parking privileges, it will still serve a unit more likely to have tenants who have handicap parking privileges

City staff recommends designating a handicap parking sign parking sign in the on-street parking space closest to 1001 North Martin Luther King Jr. Drive.

Jeff Hott motioned to move forward with designating a handicap parking sign in the on-street parking space closest to 1001 North Martin Luther King Jr. Drive. Seconded by Ed Hurst, and on call of the roll, Commission Members Broderick, Newell, Hurst, Hott and Stewart voted aye. The chairman declared the motion carried.

Public Works

DATE: 5/14/2018

MEMO: 2018-20

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, Public Works Director

SUBJECT: Ordinance Authorizing the Installation of Stop Signs Along the Intersections of East Clay Street.

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinances authorizing the installation of stop signs at the following intersections:

1. East Clay Street and South 22nd Place facing South 22nd Place
2. East Clay Street and South 23rd Street facing South 23rd Street
3. East Clay Street and South 23rd Place facing South 23rd Place
4. East Clay Street and South Nelson Boulevard facing East Clay Street

BACKGROUND:

April 26, 2018- Traffic & Parking Commission approved a request from City staff recommending that the stop signs be installed at the intersections of East Clay Street and South 22nd Place facing South 22nd Place, East Clay Street and South 23rd Street facing South 23rd Street, East Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street and South Nelson Boulevard facing East Clay Street.

A resident notified City staff that some of the intersections within the Nelson Park neighborhood felt unsafe due to the lack of traffic control at most of the intersections. City staff reviewed the accident records for the past 5 years for each intersection east of 22nd Street and south of Wood Street, and found safety concerns at the intersections along East Clay Street. Staff recommends that stop signs be installed at the subject intersections.

The Traffic & Parking Commission's recommendation is attached with the ordinance for Council's review.

SCHEDULE: Stop signs are typically installed within 14 days of approval.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: No objections anticipated

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$800 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 4 hours of staff time to make and install the signs.

ATTACHMENTS:

Description	Type
2018-20 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South 22nd Place facing South 22nd Place	Ordinance
2018-20 Map	Backup Material
2018-20 Traffic & Parking Commission Mins	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF EAST CLAY STREET AND SOUTH 22ND PLACE FACING SOUTH
22ND PLACE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on South 22nd Place, approaching East Clay Street from the north and south, shall stop and yield the right-of-way to vehicles on East Clay Street which have entered the intersection or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

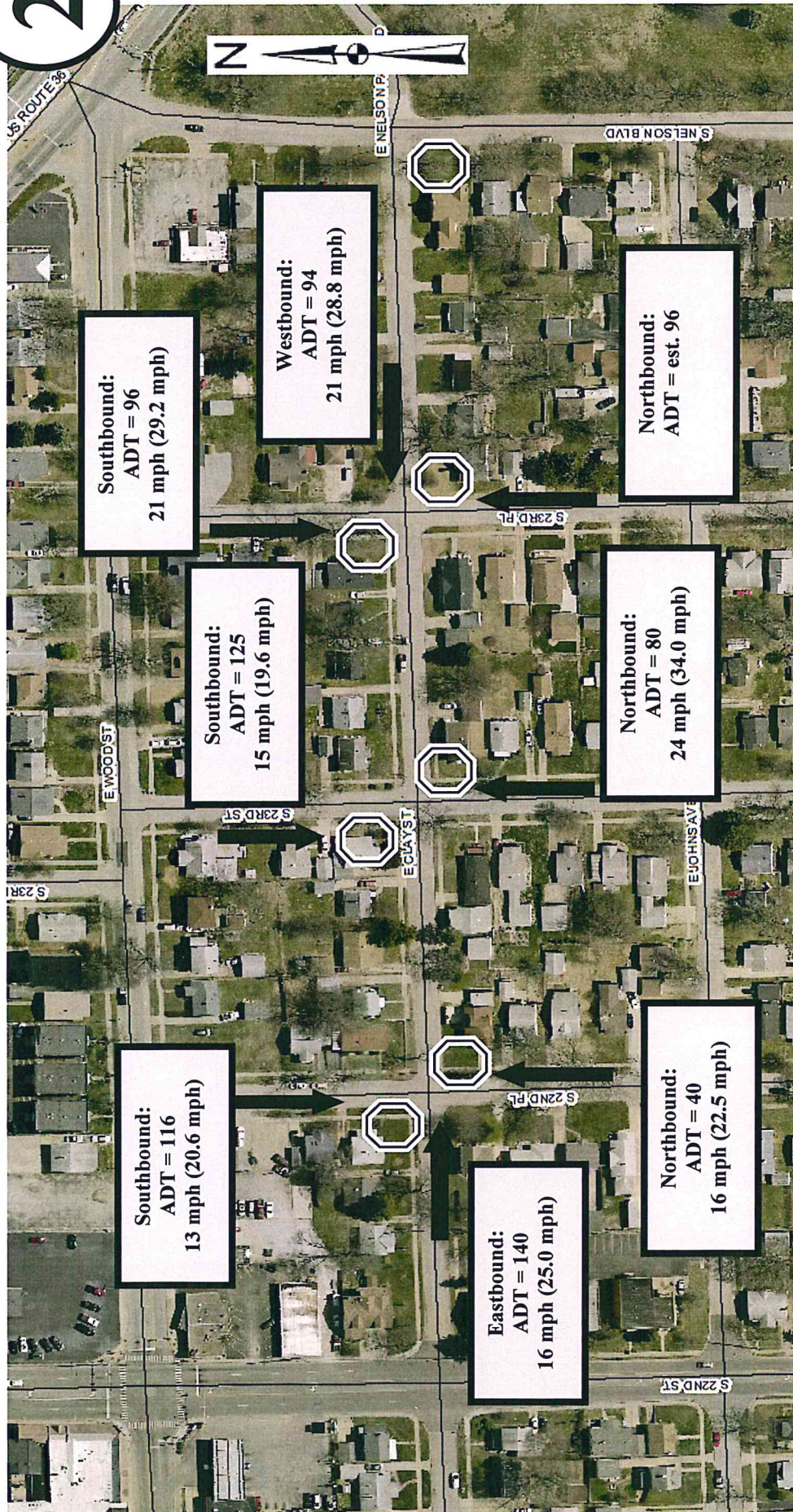
ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2018.

DEBRA G. BRIGHT, CITY CLERK

REQUESTED STOP SIGNS
E. CLAY ST. AT S. 22ND PL., S. 23RD ST., S 23RD PL., and S. NELSON BLVD.



 **PROPOSED STOP SIGNS**

Traffic Count performed on 4/17/2018 to 4/18/2018
On-street parking may result in fewer vehicles being counted

ADT (vehicles) = Average Daily Traffic

SPEED DATA:

xx mph = Average Speed
(xx mph) = 85th Percentile Speed

City of Decatur, Illinois
Public Works Department
Engineering Division

Item #2 Request for stop signs at the intersections of East Clay Street and South 22nd Place facing South 22nd Place, East Clay Street and South 23rd Street facing South 23rd Street, East Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street and South Nelson boulevard facing East Clay Street.

City staff received a request from a resident for stop signs at the intersection of East Decatur Street and South 23rd Street. Upon reviewing the accidents records at this intersection, no accidents have occurred there within the last 5 years. Within the neighborhood bounded by Wood Street to the north, 22nd Street to the west, Nelson Boulevard to the east and Powers Boulevard to the south; only two intersections have any stop or yield signs. Nearly all of the intersections have very low volumes and very few recorded accidents in the last 5 years. In cases where residents are used to uncontrolled intersections, it is usually best to leave them uncontrolled until there is either a major change in traffic or there is an increase in accidents. No stop signs are recommended for the intersection of East Decatur Street and South 23rd Street.

While most intersections in this neighborhood have very few accidents, a review of accidents showed a higher rate of accidents along each of the intersections along East Clay Street. The intersection of East Clay and South 22nd Place has had 3 accidents within the last 5 years. The intersection of East Clay and South 23rd Street has had 3 accidents within the last 5 years. The intersection of East Clay and South 23rd Place has had 2 accidents within the last 5 years. Based on the traffic volumes shown on the attached documents, the Clay Street intersections have accident rates ranging from 2.7 to 4.4 accidents per million vehicles entering the intersection. For reference the Traffic and Parking Commission usually uses 1.5 accidents per million vehicles as a threshold for requiring stop signs at an uncontrolled intersection. All three exceed that threshold.

The intersection of East Clay Street and South Nelson Boulevard does not have any traffic or accident data attached but a stop sign exists for the road leaving Overlook Adventure Park. Since that road lines up with Clay Street, it would be proper to treat it as a two way stop controlled intersection.

East Clay Street has higher traffic volumes than 22nd Place, 23rd Street, and 23rd Place. City staff recommends installing stop signs at the intersections of East Clay Street and South 22nd Place facing South 22nd Place, East Clay Street and South 23rd Street facing South 23rd Street, East Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street and South Nelson Boulevard facing East Clay Street.

City staff recommends installing stop signs at the intersections of East Clay Street and South 22nd Place facing South 22nd Place, East Clay Street and South 23rd Street facing South 23rd Street, East Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street and South Nelson Boulevard facing East Clay Street.

Jeff Hott motioned to move forward with installing stop signs at the intersections of East Clay Street and South 22nd Place facing 22nd Place, East Clay Street and South 23rd Street facing South 23rd Street, East Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street and South Nelson Boulevard facing East Clay Street. Seconded by Ed Hurst, and on call of the roll, Commission Members Broderick, Newell, Hurst, Hott and Stewart voted aye. The chairman declared the motion carried.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF EAST CLAY STREET AND SOUTH 23RD STREET FACING
SOUTH 23RD STREET**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on South 23rd Street approaching East Clay Street from the north and south, shall stop and yield the right-of-way to vehicles on East Clay Street which have entered the intersection or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2018.

DEBRA G. BRIGHT, CITY CLERK

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF EAST CLAY STREET AND SOUTH 23RD PLACE FACING SOUTH
23RD PLACE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on South 23rd Place approaching East Clay Street from the north and south, shall stop and yield the right-of-way to vehicles on East Clay Street which have entered the intersection or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2018.

DEBRA G. BRIGHT, CITY CLERK

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF EAST CLAY STREET AND SOUTH NELSON BOULEVARD
FACING EAST CLAY STREET**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East Clay Street approaching South Nelson Boulevard, shall stop and yield the right-of-way to vehicles on East Clay Street which have entered the intersection or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2018.

DEBRA G. BRIGHT, CITY CLERK

City Manager

DATE: 5/16/2018

MEMO:

TO: Mayor Julie Moore Wolfe and Decatur City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Matt Newell, Public Works Director
Paul Caswell, City Engineer

SUBJECT: Redevelopment Agreement between the City of Decatur and Love's Travel Stops & Country Stores, associated easements and Illinois Department of Transportation rider for highway permit.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached agreement to facilitate the development of a Love's Travel Stop & Country Store and future area development. Staff also recommends approval of three easements authorizing future water and sewer connections in exchange for necessary access to adjacent property to rebuild a roadway and construct a sewer lift station and recommends approval of a Ryder with the Illinois Department of Transportation for a state highway construction permit.

BACKGROUND:

The City has for some time has been in discussions with Love's Travel Stop & Country Store about potentially locating a new full-service truck stop and associated restaurants in the City at the intersection of Illinois 121 and County Fair Drive. Staff believes that this development can spur additional growth in the area, generating additional sales, property and food and beverage tax revenues for local taxing bodies to fund critical services much of which would represent new revenues coming from outside the city and region.

The company has options to purchase land in Decatur and is proposing to construct a new 18,000 square foot full service travel center to include restaurant space. Love's will also pay to construct \$1.2 million in water and sewer infrastructure to serve the area.

Over the years the city has entered into a number of redevelopment agreements to make development possible, with most of those agreements involving the sharing of sales taxes, property taxes or both. Both staff and the City council have been looking for ways to preserve or increase local sales tax revenues. In February 2016 the City Council implemented a local motor fuel tax to fund local roadwork with work to be done on streets in the worst condition first except in some situations when local MFT-funded roadwork could

make a new development project feasible.

That is the case here. While investigating the proposed site, Love's discovered that County Fair Road would have to be completely reconstructed in order for the development to happen. This agreement, if approved, would have the city perform the roadwork with funds to be paid back to the City if the travel stop is not completed by May 2019. The agreement would also obligate Love's to install signals at the intersection of Illinois 121 and County Fair Dr. if warranted by traffic generated by the site for a period of 10 years

The estimated cost for the road work is \$685,965 with the possibility of a 10% contingency that could bring the total cost to \$754,561. The agreement also calls for a reimbursement of engineering costs totaling \$26,000.

The road would also serve adjacent parcels in the area that could be developed. There are additional items on this agenda necessary to the project including:

- **Ordinance Authorizing a Lift Station Easement and Access Agreement** – This easement is necessary to allow construction of a sanitary sewer lift station to serve the area. The construction of the lift station will be funded by Love's with ongoing maintenance the responsibility of the City. This and one of the other easements on the agenda would also authorize future sewer connection tap for the property owners at no cost in exchange for allowing the land access. This has been common practice in exchange for an easement to extend a water or sewer main.
- **Resolution Authorizing a City Rider to the Highway Permit with the Illinois Department of Transportation for Loves Travel Center and Country Store, Inc.** – This rider requires the City or developer to install traffic signals at the intersection of County Fair Drive and Illinois Route 121 if traffic generated by current or future development in the area warrants a signal. The redevelopment agreement would obligate Love's to install the traffic signal if it becomes necessary. The City must submit all site plans and traffic signal studies to IDOT for developments that occur on either side of Illinois 121 at this location.
- **Resolutions Authorizing the Execution of Temporary Construction Easements Agreement along County Fair Dr.** – Both Easements are necessary for the reconstruction and expansion of County Fair Dr.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Love's Travel Stops & Country Stores, CESO

STAFF REFERENCE: City Manager Tim Gleason at Tgleason@decaturil.gov or 217-424-2801, Public Works Director Matt Newell at Mnewell@decaturil.gov or 217-424-2727, City Engineer Paul Caswell at Pcaswell@decaturil.gov or 217-424-2747, Deputy City

Manager Billy Tyus at Btyus@decaturil.gov or 217-424-2801.

ATTACHMENTS:

Description	Type
resolution	Cover Memo
Agreement	Cover Memo

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING REDEVELOPMENT AGREEMENT
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

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

Section 1. That the Redevelopment Agreement presented to the City Council herewith between the City of Decatur and Love's Travel Stops & Country Stores, Inc. be, and the same is hereby received, placed on file and approved.

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

PRESENTED and ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

DEVELOPMENT AGREEMENT
(Decatur, IL– Roadwork)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the Effective Date (being the last date of execution by the parties), by and between **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Love's"), and the **CITY OF DECATUR, ILLINOIS** a municipal corporation (the "City").

RECITALS

A. WHEREAS, Love's is the owner of (or is currently under contract to acquire) certain real property located at or near the intersection of Illinois Route 121 and County Fair Drive in Macon County, Decatur, Illinois, (the "Love's Property"), upon which Love's intends to develop and operate a full service Love's Travel Stop and related facilities in substantially the same form as described in Exhibit D attached hereto (the "Intended Use"); and

B. WHEREAS, In conjunction with the development of the Love's Property, the City has agreed that it will undertake and complete the construction of certain improvements to County Fair Drive as generally depicted on the site plan attached hereto as Exhibit A, and as further set forth in the Plans (as defined in Section 1) (collectively, the "Work"), and will reimburse Love's for previous expenditures related to the improvements as described in the Change in Services Agreement attached hereto as Exhibit B; and

C. WHEREAS, the property has remained vacant for at least one year, the project is expected to create or retain job opportunities within the municipality, will create job opportunities within the Municipality and will serve to further the development of adjacent areas; and

D. WHEREAS, improvements to County Fair Drive are necessary to the operations of the Love's Travel Stop and the project would not occur without significant incentive being provided by the City; and

C. WHEREAS, Upon completion of the Work, the City will maintain County Fair Drive and related municipal infrastructure as part of the public roadway system; and

D. WHEREAS, The parties desire to execute and deliver this Agreement to further evidence the terms, conditions, and agreements between the parties with respect to the transactions referenced above.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PLANS AND APPROVALS FOR WORK. At the request of Love's, CESO, Inc. has prepared detailed construction plans, drawings and specifications (the "Plans") for the Work to construct improvements to County Fair Drive as specifically referenced in Exhibit A attached hereto. The Plans have been previously submitted to the City for review and approval, with such approval not to be unreasonably withheld and in any case shall be deemed granted if the City does not object to any part of the Plans within 20 days of the Effective Date. Upon approval of the Plans by the City, the same will be deemed incorporated herein by this reference and made a part of this Agreement. Modifications to the

“plans” may be necessary up to the point of project award and shall be made upon mutual written consent by Love’s and the City. The City shall obtain any permits, licenses and approvals required for performance of the Work (collectively, the “Approvals”) to improve County Fair Drive. Love’s shall cooperate with the City in its efforts to obtain the Approvals to the extent Love’s involvement is required.

2. CONSTRUCTION OBLIGATIONS.

2.1 Completion of Work. The City (or its employees, agents, contractors, or representatives, as applicable) shall construct, install, and complete the Work pursuant to the plans on or before December 31, 2018. After September 1, 2018, under no circumstances shall the City be obligated to temporarily cease or modify its performance of the Work, to accommodate Love’s construction. All portions of the Work, as well as Love’s obligations hereunder, shall be performed and completed in a good and workmanlike manner and in compliance with all applicable laws, rules, ordinances, regulations, codes and other requirements of any governmental agency having authority or jurisdiction over the same. Failure by either party to perform and complete the work contemplated in this section shall constitute default under the terms of this Agreement. Both parties will make reasonable accommodations for access to work sites.

2.2 Coordination/Cooperation. The parties shall meet for a pre-construction conference prior to either party commencing work at the site, at which conference the parties shall: determine the construction schedule, including sequence of critical work; and each shall identify a field supervisor, who shall be responsible for running the respective projects on a daily basis, and communicating any necessary changes in the sequence of the critical work.

2.3 Damage to the Work. Love’s shall be responsible for repairs of all Work performed by the City that is damaged by Love’s, its employees, agents, contractors, or representatives, as a part of the construction of the Love’s Travel Stop. These repairs shall be at no additional cost to the City.

2.4 Force Majeure. Neither party shall be responsible to the other for any failure, delay, or interruption of construction or failure or delay in the performance of any obligation under this Agreement due to strikes, walk-outs, acts of God (including severe weather), governmental restrictions, enemy action, civil insurrection, unavoidable casualty, or other similar act beyond the reasonable control of the party.

2.5 Signalization. It is mutually agreed that the construction of the Love’s Travel Stop & Country Store will increase traffic and turning movements at the intersections of Illinois 121 and County Fair Drive. The location currently does not meet the warrants required to install traffic signals based on available data. Both the City and the Illinois Department of Transportation will continue to monitor the intersection for an increase in accidents and changes in traffic patterns. If this occurs, signal warrants will again be reviewed. At that time, if warrants are met at this intersection for traffic that is directly attributable to the Love’s Travel Stop and City or IDOT engineering judgment determines there is a need for signals, the signals and all other necessary roadway improvements shall be installed in accordance with IDOT standards and the Manual on Uniform Traffic Control Devices at the expense of Love’s. The responsibility of Love’s to install this traffic signal shall extend for ten (10) years following the issuance of a Certificate of Occupancy by the City for the Love’s Travel Stop on the Love’s Property.

2.6 Surety. The City would not undertake the Work to improve County Fair Drive but for Love’s agreement to complete development of a full-service travel stop in substantially the same form

as is depicted in Exhibit D attached hereto. Prior to the Work beginning, Love's shall file with the City a bond in an amount sufficient to reimburse the full cost of the Work with said bond to be redeemed to reimburse the City for the full cost of the Work if development of the travel stop is not substantially completed by May 30, 2019. The term of the bond shall not expire prior June 30, 2019. Substantial completion shall mean complete construction of the shell and core, with finished interiors of common areas. Substantial completion shall be evidenced by issuance of a certificate of occupancy under applicable codes of the City of Decatur, excluding minor and ancillary alterations, or additional work.

2.7 **Environmental Concerns.** To the full extent permitted by law, Love's releases, holds harmless, and indemnifies the City for environmental defects on the contained in areas where the Work will be performed. Love's shall be responsible for any environmental remediation that may be deemed necessary to facilitate the Work and delays caused by the need for such work shall not be deemed an act of default by the City.

2.8 **Payment Obligations.** The Work is anticipated to cost \$685,965 with a potential for 10% contingency that could bring the total to \$754,561 which amount includes all anticipated costs associated with the design, construction, and installation of the roadway and related improvements being installed as part of the Work (the "Improvements"). A cost estimate is attached hereto as Exhibit C. The City shall be responsible for the full amount required for the completion of the Work. In order to acquire the Plans for the Improvements, Love's has already expended \$26,000, as detailed in Exhibit B. The City shall reimburse Love's for the cost of obtaining the Plans for the Work upon completion of the Work and in no event shall said reimbursement exceed \$26,000.

3. **DEFAULT AND REMEDIES.**

3.1 **General Default by a Party.** Except as otherwise provided in this Agreement, if a party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of notice thereof from the other party (unless such cure is not reasonably possible within such 30-day period and the breaching party has commenced and is pursuing with reasonable diligence such cure), the non-defaulting party may institute legal action against the defaulting party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive. In addition to any and all other declarations of default contained elsewhere in this contract, events of default shall include but not be limited to the following:

3.1.1 **Misrepresentation.** If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

3.1.2 **Breach.** Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.

4. **NOTICE.** All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) electronic mail (e-mail) transmission, to the addresses set forth below (unless changed in accordance herewith). Notice will be deemed received on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier,

or (d) if provided by e-mail, on the same day, if delivered on a business day during business hours, and on the following business day if otherwise, provided that the sender does not receive any notice of failure of delivery (i.e., an automatic response).

To Love's:

Love's Travel Stops & Country Stores,
Inc.
Attn: Vice President Real Estate
10601 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Email: Rick.Shuffield@loves.com

To City:

City of Decatur
Attn: Ray Lai, Director of Economic and
Community Development
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
E-mail: rlai@decaturil.gov

5. **INDEMNITY.** To the fullest extent allowed by applicable law, each party (the "Indemnifying Party") hereto hereby agrees to indemnify, defend and hold the other party, its affiliates and their respective, managers, members, officers, directors, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) ("Claims") arising from or in relation to the gross negligence or willful misconduct of the Indemnifying Party (or any person acting at its direction or on its behalf), except to the extent such Claims are a result of the action, inaction, gross negligence or willful misconduct of any of the Indemnified Parties. The obligations of this Section 5 shall survive the expiration, termination or completion of this Agreement.

6. **REPRESENTATION AND WARRANTIES.**

6.1 **Of Love's.** Love's represents and warrants that (i) Love's is an Oklahoma corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma; (ii) Love's has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of Love's is duly authorized and empowered to do so and by such execution, binds Love's under this Agreement.

6.2 **Of the City.** The City represents and warrants that (i) the City is a validly existing municipal corporation; (ii) the City has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of the City is duly authorized and empowered to do so and by such execution, binds the City under this Agreement.

7. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against either party, but shall be construed as if jointly prepared by the parties, it being understood and agreed that each party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto. If any provisions of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said

void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the parties or their respective successors and assigns. This Agreement may only be assigned by either party upon the prior written consent of the other party. This Agreement shall be governed by, interpreted and enforced, in accordance with the internal laws of the State of Illinois without regard to its choice of law principles. The Circuit Court of Macon County, Illinois shall be the sole venue for any lawsuit arising out of a dispute involving this agreement. This Agreement may be executed by facsimile, electronic or original signature of the parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument. The terms and provisions of this Section 7 shall survive the expiration, termination or completion of this Agreement.

8. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of the partnership, agency, or joint venture between or among such parties.

9. ADDITIONAL REQUIREMENTS. Both the City and Love's shall be required to execute and deliver such additional documents as may be reasonably be required to carry out the intent of this agreement.

[Signature Page to Follow]

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

LOVE’S:

**LOVE’S TRAVEL STOPS & COUNTRY
STORES, INC.,**
an Oklahoma corporation

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2017

CITY:

THE CITY OF DECATUR, ILLINOIS
a municipal corporation

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2017

EXHIBITS

Exhibit A: Site Plan
Exhibit B: Change in Services Agreement
Exhibit C: Cost Estimate
Exhibit D: Love’s Truck Stop Site Plan

EXHIBIT A
Site Plan

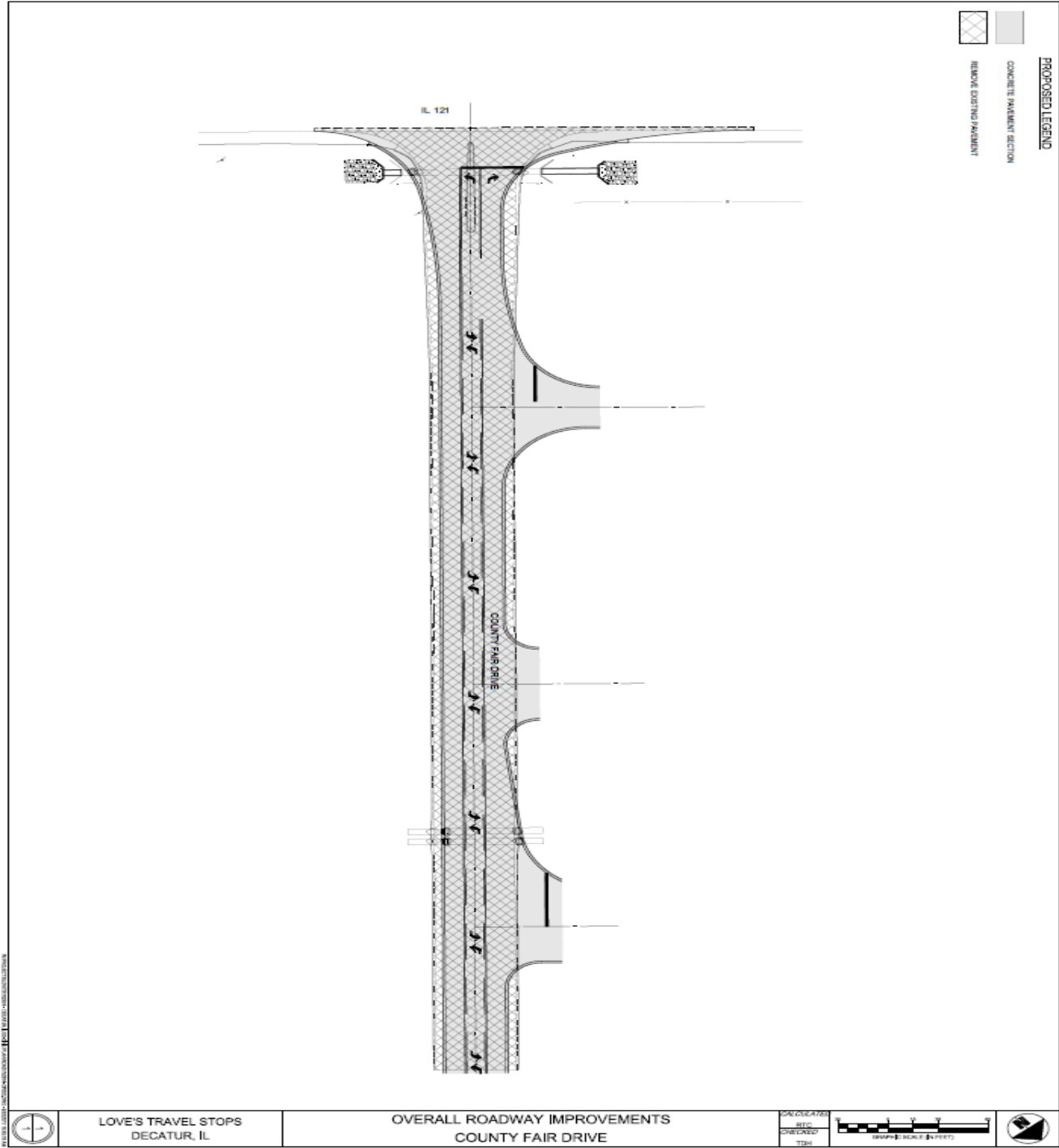


EXHIBIT B
Change in Services Agreement

8534 Yankee Street, Suite 2B
Dayton, Ohio 45458-1889
(937) 435-8504
www.cesoinc.com



CHANGE IN SERVICES AGREEMENT (CSA)

Date Initiated: 8/30/17

Date of Original Agreement: 12/22/16

CSA No.: 008

Project: Love's - Decatur, IL

Client Company: Love's Travel Stops & Country Stores

CESO Project No.: 752874-01

CESO Client Manager: Matt Finke

Client Contact: Chad Bruner

Description of Change in Services:

Prepare construction plans for the removal and full depth replacement of County Fair Drive. The design will include a three (3) lane cross section with curb & gutter providing an exclusive SB to EB Left-Turn lane and an exclusive SB to WB Right-Turn lane.

The proposed construction plans shall also include the necessary pavement markings and signage complete with any required notes.

This task will also include updating the cost estimate for re-building the road.

Base Fee Services	Fee	Type of Fee
County Fair Drive Improvements	\$ 26,000	Lump Sum
TOTAL	\$ 26,000	

CESO Signature: _____

Matt Finke

CESO Client Manager: Matt Finke

Date: 8/30/17

Client Signature: _____

Chad Bruner

Client Name: CHAD BRUNER

Date: 9/6/17

Client's signature is an authorization for CESO to proceed with Additional Services in accordance with the terms and conditions of the Agreement between the Owner and CESO for the Project. We reserve the right to hold on performing services above until receiving an executed copy of this CSA.

EXHIBIT C

Cost Estimate



DECATUR - COST ESTIMATE

Project: Love's Decatur, IL
Client: Love's
Location: Decatur, IL

Project #: 752874
Phase:

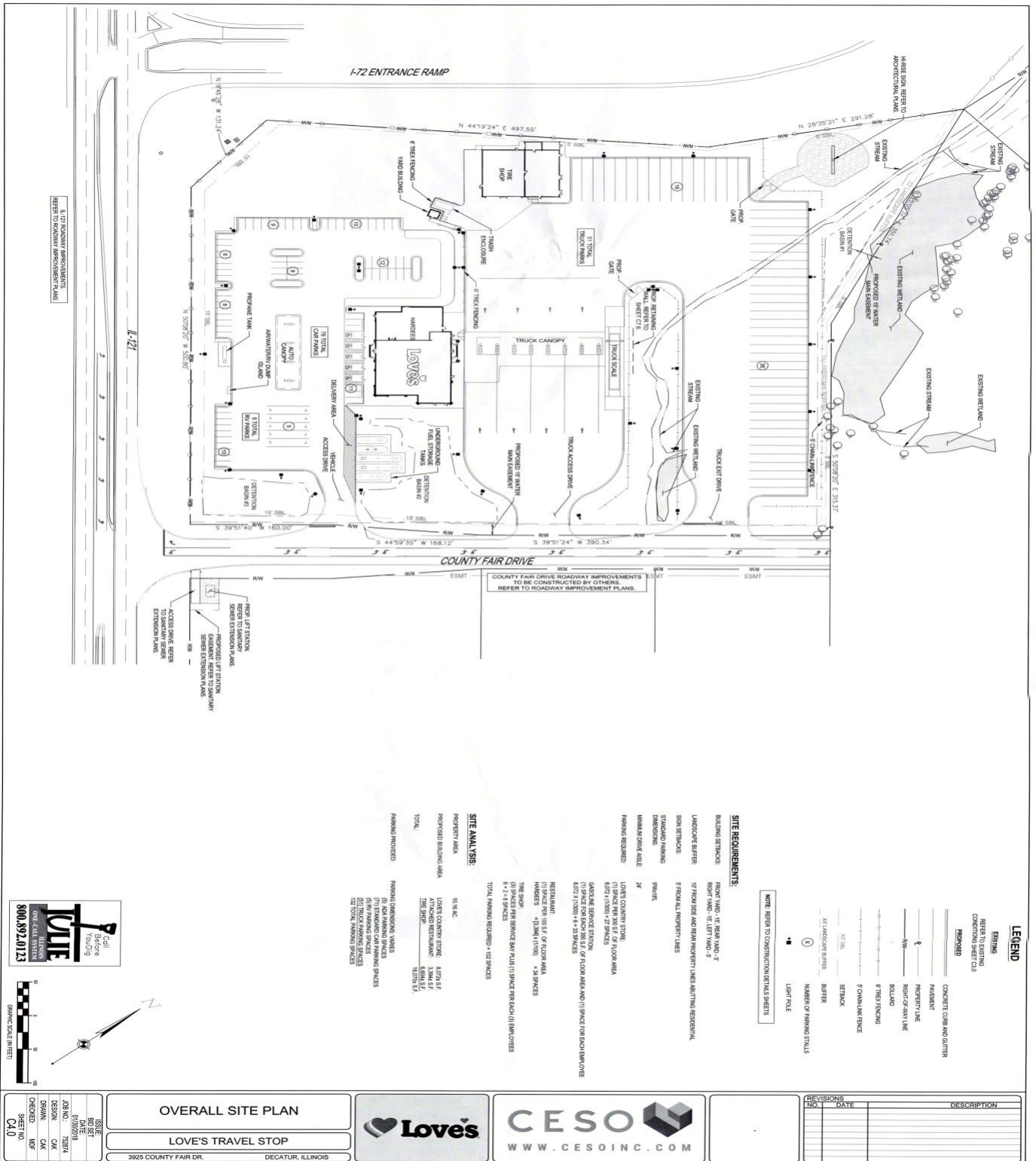
Date: 1/9/2018
Eng: RTC

Pay Item No.	Description	Quant.	Unit	Unit Price	Amount
X0100003	Clearing and Grubbing	1	LUMP	\$5,000.00	\$5,000.00
20400100	Borrow Excavation	250	CY	\$30.00	\$7,500.00
20500200	Embankment, Special	2488	CY	\$40.00	\$99,520.00
21101505	Topsoil Excavation	204	CY	\$6.00	\$1,224.00
21101505	Topsoil Placement	184	CY	\$6.00	\$1,104.00
25000200	Seeding, Class 2	0.24	ACRE	\$6,000.00	\$1,440.00
Earthwork, Landscaping, and Erosion Control Subtotal=					\$115,788.00
63200310	Guardrail Removal	27	FT	\$9.00	\$243.00
44003100	Median Removal	381	SF	\$5.00	\$1,905.00
44000100	Pavement Removal	4456	SY	\$12.00	\$53,472.00
30103000	Shaping and Grading Roadway	4578	SY	\$7.50	\$34,335.00
30200650	Processing Modified Soil, 12 in	4578	SY	\$10.00	\$45,780.00
42000501	Portland Cement Concrete Pavement 10" (JOINTED)	4578	SY	\$60.00	\$274,680.00
35200500	Cement	5092.57	100 WT	\$8.50	\$43,286.85
Surface Courses, Pavements, Rehabilitation, and Shoulders Subtotal=					\$453,701.85
X0300015	Concrete Wing Wall Removal	2	EA	\$2,000.00	\$4,000.00
60500060	Removing Inlets	6	EA	\$350.00	\$2,100.00
60235700	Inlets, Type A, Type 3 Frame and Grate	6	EA	\$3,000.00	\$18,000.00
44000500	Combination Concrete Curb and Gutter Removal	1539	FT	\$10.00	\$15,390.00
Incidental Construction Subtotal=					\$39,490.00
54263242	Concrete End Section, Standard 542011, 42", 1:2	2	EA	\$2,000.00	\$4,000.00
542A5497	Pipe Culverts, Class A, Type 1, 53"x34" Elliptical	45	FT	\$200.00	\$9,000.00
60603800	Combination Concrete Curb and Gutter, Type B-6.12	1847	FT	\$20.00	\$36,940.00
X2800001	Erosion Control	1	LUMP	\$10,000.00	\$10,000.00
X2810000	Riprap, Special	24	SY	\$8.50	\$204.00
Structures Subtotal=					\$60,144.00
78005100	Epoxy Pavement Marking - Letters and Symbols	548	SF	\$1.32	\$723.36
78005130	Epoxy Pavement Marking - Lines 6"	2815	FT	\$1.25	\$3,518.75
78005180	Epoxy Pavement Marking - Lines 24"	117	FT	\$6.00	\$702.00
X7010100	Traffic Control and Protection (Special)	1	LUMP	\$2,000.00	\$2,000.00
X7830060	Grooving for Recessed Pavement Marking, Letters and Symbols	548	SF	\$11.20	\$6,137.60
X7830074	Grooving for Recessed Pavement Marking 7"	1643	SF	\$1.10	\$1,807.30
X7830090	Grooving for Recessed Pavement Marking 25"	244	SF	\$8.00	\$1,952.00
Work Zone Traffic Control and Protection, Signing, and Pavement Marking Subtotal=					\$16,841.01
SUBTOTAL=					\$685,965
NOTE: Item X2800001, Erosion Control to include all necessary erosion control measures, as specified by the provided County Fair Drive Roadway Plans.					
Correction Factor: 100%					
Design Contingency: 10%					\$68,596
TOTAL=					\$754,561

CESO, Inc.
8534 Yankee Street
Dayton, Ohio. 45458

Phone: (937) 435-8584
Fax: (937) 435-3307
www.cesoinc.com

SITE PLAN



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CITY RIDER TO THE HIGHWAY PERMIT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR LOVES TRAVEL
CENTERS AND COUNTRY STORE, INC.**

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

Section 1. That the City Rider to the Highway Permit presented to the City Council herewith between the City of Decatur and the Illinois Department of Transportation regarding the improvement and upgrade to the intersection of County Fair Road and Illinois Route 121 and the same is hereby received placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign seal and attest said document on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

UPGRADE AN EXISTING ROAD APPROACH AND ILLINOIS 121 FOR A TRUCKSTOP

The Applicant is hereby granted permission to complete geometric changes to Illinois 121 by adding and lengthening turn lanes, striping and other related work on the State highway right-of-way. This work will be located and constructed in accordance with the Special Provisions, description and plans attached hereto and made a part of this permit. The material used in this permit shall be from a State approved source.

This permit is granted for the construction of additional turn lanes and reconstructing a road approach on a highway under State jurisdiction. The Applicant shall only utilize contractor(s) prequalified by the Department of Transportation for the performance of required work. Prior to the commencement of the work described in this permit, the Applicant shall furnish the Regional Engineer a copy of the contractor's current Certificate of Eligibility.

All labor and material required to complete and maintain this permit are the responsibility of the Applicant.

The Applicant shall comply with all Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) regulations including, but not limited to, ILR 10 (Construction Site Soil Erosion and Sediment Control) and ILR 40 (Site Maintenance and All Other Storm Water Runoff/Discharge).

When doing the work covered in this permit, the Applicant shall use Traffic Control Standards 701101, 701701, 701601 and 701901 which are attached and made a part of this permit. Standards 701101, 701701, 701601 and 701901 are minimum requirements and additional or supplemental devices may be required. All Traffic Control Devices must meet NCHRP-350 requirements.

All work shall be constructed in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction adopted April 1, 2016. The Department shall be furnished copies of material and construction inspection to certify compliance with the standard specifications. The Applicant shall furnish enough qualified engineering personnel for construction layout and to insure adequate material and construction inspection to certify compliance with the standard specifications. The Applicant must provide the Department written documentation stating the name of the inspector or firm performing this work, along with documentation of his/her experience for the Department's approval prior to permit execution.

Existing traffic signs along Illinois 121 shall be removed in a manner which shall prevent damage to the sign and sign post. The sign and sign post shall be stored in a location which will provide security and prevention of damage. The signs shall be erected at locations designated by the Engineer prior to completion of the project.

UPGRADE AN EXISTING ROAD APPROACH AND ILLINOIS 121 FOR A TRUCKSTOP

Page 2 of 2

The construction of the Love's Travel Center will increase traffic and turning movements on Illinois 121. The location currently does not meet the warrants required to install traffic signals based on available data. The Department will continue to monitor the intersection for an increase in accidents and changes in traffic patterns. If this occurs, signal warrants will again be reviewed. At that time, if warrants are met and engineering judgment determines there is a need for signals, the signals and all other necessary roadway improvements shall be installed in accordance with the current IDOT standards and the MUTCD at the expense of the City of Decatur and/or the developer(s). Therefore, a complete site plan, along with signal warrants, shall be submitted for approval to the Department for all additional development on either side of Illinois 121 at this location.

CITY RIDER

The Applicant is hereby granted permission to do such work within the city limits of Decatur as is designated in this permit and the City agrees to the above traffic signal conditions.

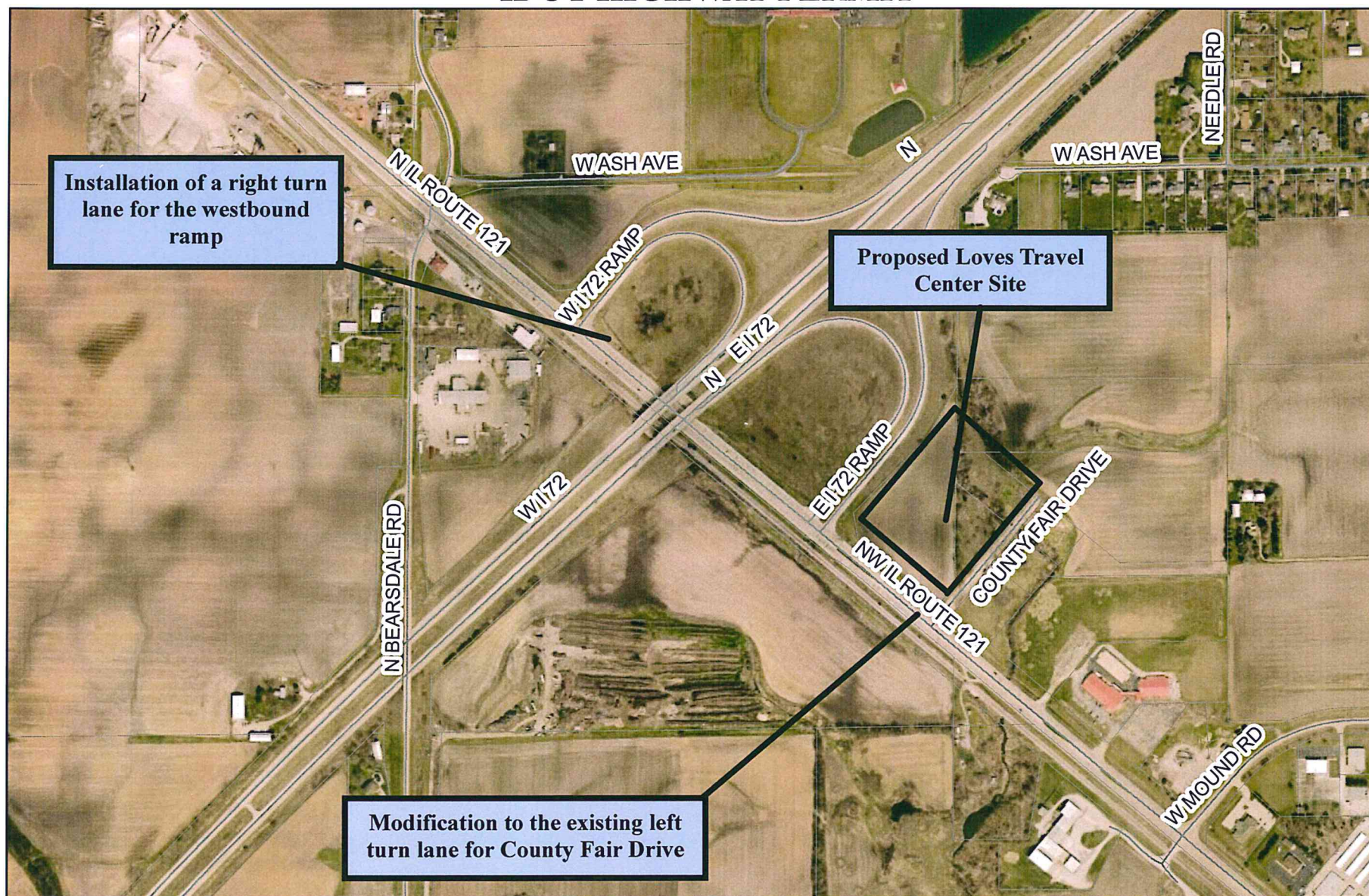
DATED THIS _____ DAY OF _____, 20 _____

WITNESS: _____ SIGNED: _____
Mayor of Decatur

A copy of this permit shall be in the possession of the construction foreman on the job site for inspection by the State Highway personnel.

The Applicant shall contact the Illinois Department of Transportation Operations Office in Effingham (217) 342-3951 a minimum of 48 hours in advance of starting the work so a representative of this office may meet with the construction foreman to discuss the construction details.

LOVES TRAVEL CENTER IMPROVEMENTS ON IL 121 IDOT HIGHWAY PERMIT



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
BETWEEN THE CITY OF DECATUR AND CLIFFORD MASON**

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

Section 1. That the Agreement presented to the Council herewith between the City of Decatur and Clifford Mason regarding temporary construction easement agreement be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and Clifford Mason.

PRESENTED AND ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLF, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

AFTER RECORDING RETURN TO:

(This space reserved for recording information)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

14th THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into this day of May, 2018 (the "Effective Date"), by and between CLIFFORD MASON, an individual (the "Grantor"), whose address for notice is 161 Highside Dr. Decatur, IL 62521, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation ("Grantee"), whose address for notice is 1 Gary K. Anderson Plaza, Decatur, IL 62523. Grantee and Grantor may be jointly referred to herein as the "Parties" or individually as a "Party."

RECITALS

A. Grantor is the owner of certain real property located in Macon County, Illinois, which tract is generally adjacent to County Fair Drive, a publicly dedicated right-of-way operated and maintained by Grantee (the "Grantor Tract");

B. Grantee is in the process of constructing and installing an expansion of County Fair Drive and related appurtenances (the "Project"); and

C. In relation to the Project, Grantee desires to obtain a temporary construction and access easement over, upon, across, and through a certain portion of the Grantor Tract, as more particularly described on Exhibit A and generally depicted on Exhibit B, each attached hereto (the "Easement Area"), and Grantor desires to grant such easement rights to Grantee, all under the terms and conditions below.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the foregoing recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **GRANT OF TEMPORARY EASEMENT; TERM.** Grantor hereby grants and conveys to Grantee and its employees, agents, contractors, invitees, and licensees, a temporary easement over, upon, across, and through the Easement Area (the "Temporary Easement") during the Term (as defined below) for purposes of (i) temporarily placing and storing construction machinery, equipment, supplies, materials, dirt and other items necessary for the completion of the Project, (ii) ingress and egress to and from the Easement Area, and (iii) construction and installation of an expansion of County Fair Drive and related appurtenances, all in relation to the Project. Grantor shall not block, close, or impede the free flow of access to, from or across the Easement Area or erect or permit the erection of any barriers, obstructions or other improvements on or within the Easement Area that unreasonably interfere with the use thereof by Grantee for the purposes contemplated in this Agreement. The term of the Temporary Easement shall commence on

the Effective Date and shall automatically terminate on the earliest to occur of (a) one (1) year following the Effective Date or (b) date the Project is complete (the "Term"). Notwithstanding the foregoing, Grantee shall have a reasonable amount of time, not to exceed ten (10) days, after the expiration of the Term to remove any of Grantee's equipment, materials, or other items of personal property from the Easement Area and to restore the Easement Area as required by Section 3 below.

2. REPRESENTATIONS AND WARRANTIES.

2.1 By Grantee. Grantee represents and warrants that (i) the person executing this Agreement on behalf of Grantee is duly authorized to do so, Grantee has full right and authority to enter into and perform under this Agreement; and (ii) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantee and be enforceable against Grantee in accordance with its terms.

2.2 By Grantor. Grantor represents and warrants that (i) Grantor is the owner in fee simple of the Easement Area; (ii) Grantor has full right and authority to enter into this Agreement and to grant the Temporary Easement; (iii) neither the execution of this Agreement by Grantor nor the grant of the Temporary Easement will conflict with or result in a breach of any note or other evidence of indebtedness, any contract, mortgage, lease or other agreement or instrument by which either Grantor or the Easement Area is bound; and (iv) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.

3. MANNER OF PERFORMANCE; RESTORATION OF EASEMENT AREA. Grantee's rights hereunder shall be exercised (i) in a good and workmanlike manner; and (ii) in compliance with all applicable laws, regulations and codes. Upon expiration of the Term, Grantee shall repair any damage to the Easement Area or Grantor Property caused by Grantee or its employees, agents, contractors, invitees, or licensees, and shall otherwise restore the Easement Area to the condition in which it existed on the Effective Date.

4. MISCELLANEOUS. This Agreement embodies the entire understanding of the Parties with respect to the Temporary Easement and may be modified only by an instrument in recordable form, executed by the parties hereto. If either Party commences any legal action against the other Party in relation to this Agreement, the prevailing Party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument. The provisions of this Agreement will be binding on the Parties and their respective successors, assigns and mortgagees to the extent herein provided.

List of Exhibits:

Exhibit A: General Depiction of Easement Area
Exhibit B: Legal Description of Easement Area

[EXECUTION PAGE(S) AND EXHIBITS TO FOLLOW]

EXECUTED to be effective as of the Effective Date.

GRANTOR:

Clifford Mason
Clifford Mason

ACKNOWLEDGMENTS

STATE OF Illinois

COUNTY OF Macon

)
)
)

SS:

This instrument was acknowledged before me on this 14th day of May, 2018, by Clifford Mason, an individual.

Susan K. Mansur
Notary Public
My Commission Expires: 5/25/19



Page 161 of 302

EXHIBIT A

Description of Easement Tract

A part of Lot 16 of County Fair Commercial/Industrial Park II as per plat recorded in Book 1832 on page 148 of the records in the Recorder's Office of Macon County, Illinois.

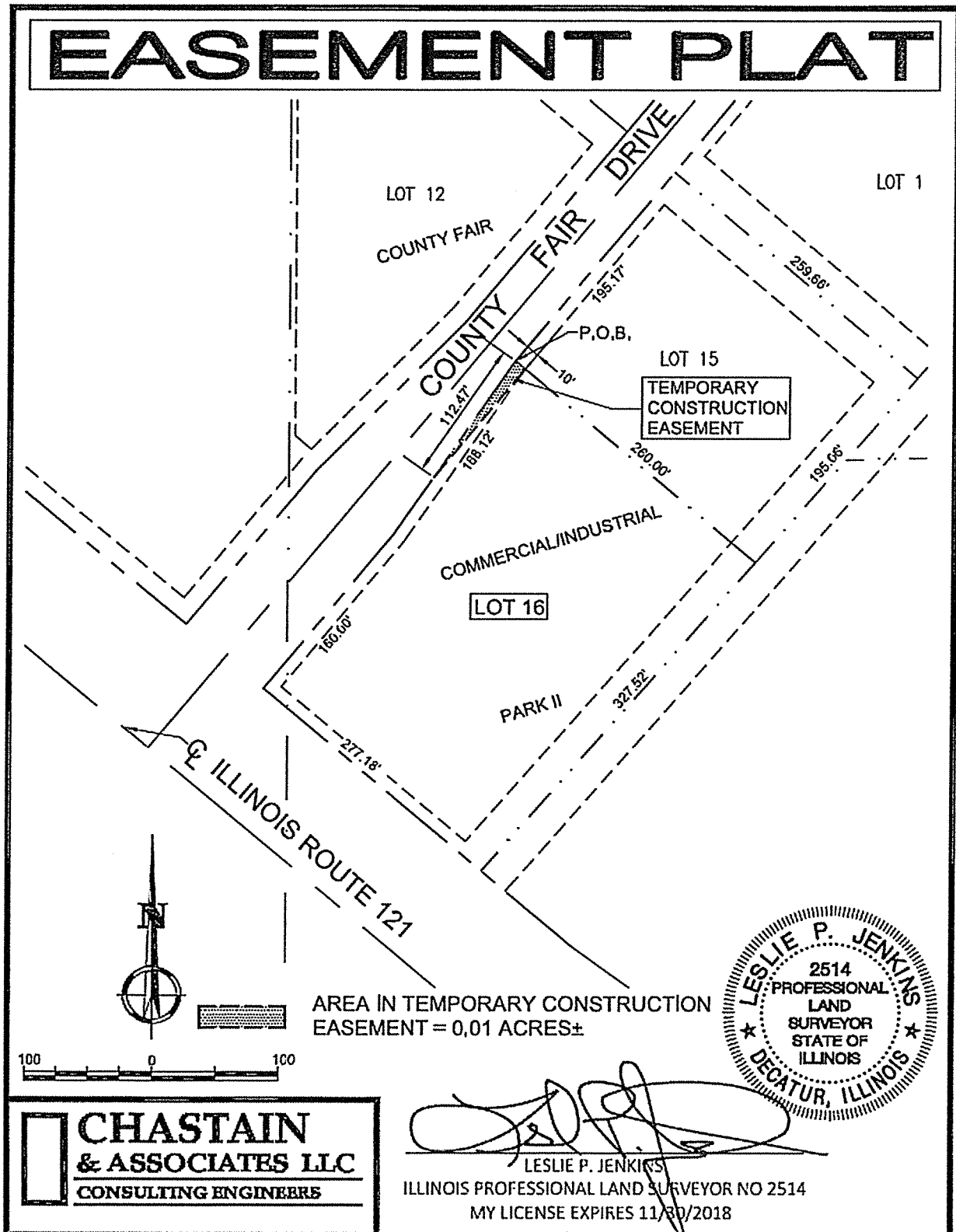
Said **TEMPORARY CONSTRUCTION EASEMENT** being described as follows: Beginning at the Northwest corner of said Lot 16; thence Southwesterly along the Northwesterly line of said Lot 16 for 112.47 feet; thence Northeasterly to a point on the Northeasterly line of said lot 16, said point being 10.0 feet Southeasterly of the aforesaid Northwest corner of said Lot 16; thence Northwesterly along the Northeasterly line of said Lot 16 for 10.0 feet to the point of beginning and containing in all 0.01 acres more or less.

PERMANENT ID NO. 07-07-29-453-003

Owner of Record: CLIFFORD MASON

EXHIBIT B

Depiction of Easement Area



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
BETWEEN THE CITY OF DECATUR AND CAROL KLEPZIG**

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

Section 1. That the Agreement presented to the Council herewith between the City of Decatur and Carol Klepzig regarding temporary construction easement agreement be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and Carol Klepzig.

PRESENTED AND ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLF, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

AFTER RECORDING RETURN TO:

(This space reserved for recording information)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

14 THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into this day of May, 2018 (the "Effective Date"), by and between CAROL KLEPZIG, an individual (the "Grantor"), whose address for notice is 5202 Birch Church Rd, Orlana, IL 62554, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation ("Grantee"), whose address for notice is 1 Gary K. Anderson Plaza, Decatur, IL 62523. Grantee and Grantor may be jointly referred to herein as the "Parties" or individually as a "Party."

RECITALS

A. Grantor is the owner of certain real property located in Macon County, Illinois, which tract is generally adjacent to County Fair Drive, a publicly dedicated right-of-way operated and maintained by Grantee (the "Grantor Tract");

B. Grantee is in the process of constructing and installing an expansion of County Fair Drive and related appurtenances (the "Project"); and

C. In relation to the Project, Grantee desires to obtain a temporary construction and access easement over, upon, across, and through a certain portion of the Grantor Tract, as more particularly described on Exhibit A and generally depicted on Exhibit B, each attached hereto (the "Easement Area"), and Grantor desires to grant such easement rights to Grantee, all under the terms and conditions below.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the foregoing recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **GRANT OF TEMPORARY EASEMENT; TERM.** Grantor hereby grants and conveys to Grantee and its employees, agents, contractors, invitees, and licensees, a temporary easement over, upon, across, and through the Easement Area (the "Temporary Easement") during the Term (as defined below) for purposes of (i) temporarily placing and storing construction machinery, equipment, supplies, materials, dirt and other items necessary for the completion of the Project, (ii) ingress and egress to and from the Easement Area, and (iii) construction and installation of an expansion of County Fair Drive and related appurtenances, all in relation to the Project. Grantor shall not block, close, or impede the free flow of access to, from or across the Easement Area or erect or permit the erection of any barriers, obstructions or other improvements on or within the Easement Area that unreasonably interfere with the use thereof by Grantee for the purposes contemplated in this Agreement. The term of the Temporary Easement shall commence on the Effective Date and shall

automatically terminate on the earliest to occur of (a) one (1) year following the Effective Date or (b) date the Project is complete (the "Term"). Notwithstanding the foregoing, Grantee shall have a reasonable amount of time, not to exceed ten (10) days, after the expiration of the Term to remove any of Grantee's equipment, materials, or other items of personal property from the Easement Area and to restore the Easement Area as required by Section 3 below.

2. REPRESENTATIONS AND WARRANTIES.

2.1 By Grantee. Grantee represents and warrants that (i) the person executing this Agreement on behalf of Grantee is duly authorized to do so, Grantee has full right and authority to enter into and perform under this Agreement; (ii) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantee and be enforceable against Grantee in accordance with its terms; (iii) upon execution of this Easement by Grantor, Grantor shall be paid One Thousand Five Hundred Dollars (\$1,500.00) as consideration for this Easement; and (iv) that Grantee shall install a two-inch service line to Grantor's property and shall grant to Grantor one time waiver of the water tap fee.

2.2 By Grantor. Grantor represents and warrants that (i) Grantor is the owner in fee simple of the Easement Area; (ii) Grantor has full right and authority to enter into this Agreement and to grant the Temporary Easement; (iii) neither the execution of this Agreement by Grantor nor the grant of the Temporary Easement will conflict with or result in a breach of any note or other evidence of indebtedness, any contract, mortgage, lease or other agreement or instrument by which either Grantor or the Easement Area is bound; and (iv) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.

3. MANNER OF PERFORMANCE; RESTORATION OF EASEMENT AREA. Grantee's rights hereunder shall be exercised (i) in a good and workmanlike manner; and (ii) in compliance with all applicable laws, regulations and codes. Upon expiration of the Term, Grantee shall repair any damage to the Easement Area or Grantor Property caused by Grantee or its employees, agents, contractors, invitees, or licensees, and shall otherwise restore the Easement Area to the condition in which it existed on the Effective Date. Further, Grantee shall install a two-inch service line to Grantor's property line and shall receive a one-time water tap fee waiver.

4. MISCELLANEOUS. This Agreement embodies the entire understanding of the Parties with respect to the Temporary Easement and may be modified only by an instrument in recordable form, executed by the parties hereto. If either Party commences any legal action against the other Party in relation to this Agreement, the prevailing Party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument. The provisions of this Agreement will be binding on the Parties and their respective successors, assigns and mortgagees to the extent herein provided.

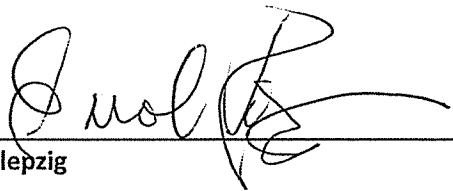
List of Exhibits:

Exhibit A: General Depiction of Easement Area
Exhibit B: Legal Description of Easement Area

[EXECUTION PAGE(S) AND EXHIBITS TO FOLLOW]

EXECUTED to be effective as of the Effective Date.

GRANTOR:



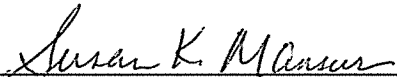
Carol Klepzig

ACKNOWLEDGMENTS

STATE OF Illinois)
)
COUNTY OF Macon)

SS:

This instrument was acknowledged before me on this 14th day of MAY, 2018, by Carol Klepzig, an individual.



Notary Public
My Commission Expires: 5/25/19

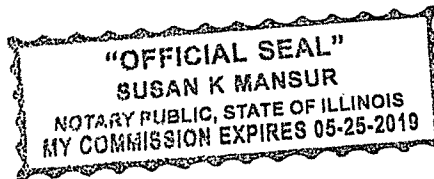


EXHIBIT A

Description of Easement Tract

A part of Lot 1 of County Fair Commercial/Industrial Park IV as per plat recorded in Book 1832 on page 827 of the records in the Recorder's Office of Macon County, Illinois.

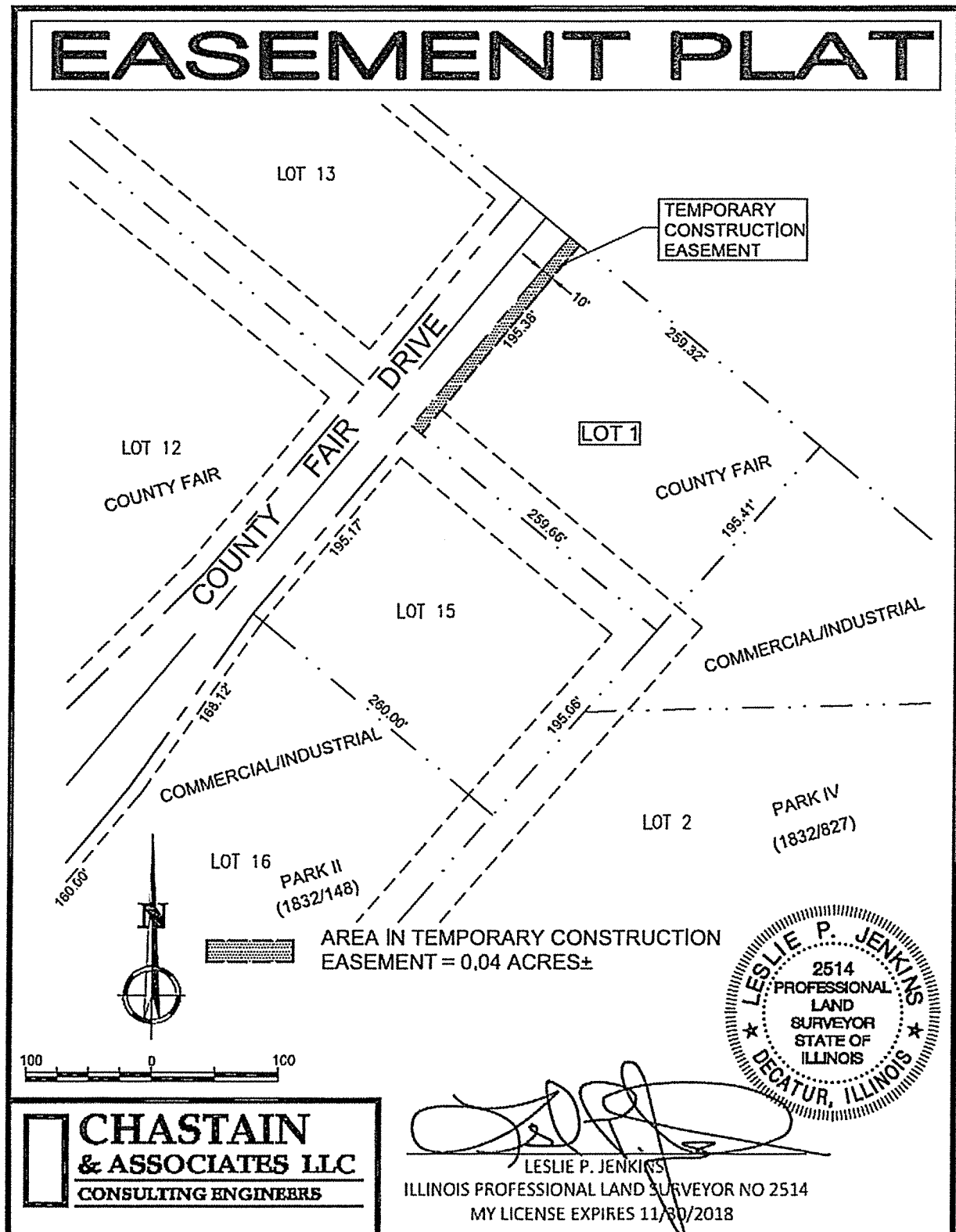
Said **TEMPORARY CONSTRUCTION EASEMENT** being described as follows: The Northwesterly 10 feet of said Lot 1 lying immediately adjacent and Southeasterly of the Northwesterly line of said Lot 1 and containing in all 0.04 acres more or less.

PERMANENT ID NO. 07-07-29-453-009

Owner of Record: CAROL KLEPZIG

EXHIBIT B

Depiction of Easement Area



ORDINANCE NO. _____

**ORDINANCE AUTHORIZING A LIFT STATION EASEMENT
AND ACCESS AGREEMENT BETWEEN THE CITY OF DECATUR
AND CLIFFORD MASON**

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

Section 1. That the Lift Station Easement and Access Agreement presented to the City Council herewith between the City of Decatur and Clifford Mason, for the following legal description be, and it is hereby, received, placed on file and approved.

EASEMENT FOR SANITARY PUMP STATION

A part of Lot 16 of County Fair Commercial/Industrial Park II as per plat recorded in Book 1832 on page 148 of the records in the Recorder's Office of Macon County, Illinois.

Said PERMANENT EASEMENT described as follows: Beginning at the Southwesterly corner of said Lot 16, said point being the intersection of the Southeasterly Right of way line of County Fair Drive and the Northeasterly right of way line of Illinois Route 121; thence Southeasterly along the Southwesterly line of said Lot 16 to the Southeasterly corner of said Lot 16; thence Northeasterly along the Southeasterly line of said Lot 16 for 38.0 feet; thence Northwesterly along a line parallel with Southwesterly line of said Lot 16 for 35.0 feet; thence Southwesterly along a line parallel with the Southeasterly line of said Lot 16 for 26.0 feet; thence Northwesterly along a line parallel with the Southwesterly line of said Lot 16 to the Northwesterly line of said Lot 16; thence Southwesterly 12.0 feet to the point of beginning.

Containing 0.08 acres more or less.

(SHOWN ON ACCESS EASEMENT PLATT ATTACHED HERETO AND MADE A PART HEREOF)

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Lift Station Easement and Access Agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PREPARED BY AND RETURN TO:

(Space above reserved for recording information)

LIFT STATION EASEMENT AND ACCESS AGREEMENT

THIS LIFT STATION EASEMENT AND ACCESS AGREEMENT (the "Agreement") is entered into effective as of the [14] day of [May], 2018 (the "Effective Date"), by and between CLIFFORD MASON, an individual, whose address for notice is 161 Hightide Dr., Decatur, IL 62521 ("Grantor"), and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation ("Grantee"), having a mailing address of 1 Gary K. Anderson Plaza, Decatur, IL 62523.

RECITALS

- A. Grantor owns a tract of land located Macon County, Illinois, as generally depicted on Exhibit A and further described on Exhibit B attached hereto (the "Easement Area");
- B. Grantee desires to construct, maintain, repair, and operate a sanitary sewer lift station, with related equipment and appurtenances (the "Lift Station") on the Easement Area; and
- C. Grantor desires to grant to Grantee such non-exclusive easement and access rights in and to the Easement Area as may be necessary to allow Grantee to operate and maintain the Lift Station and its related equipment and appurtenances, all under the terms and conditions set forth below.

NOW, IN CONSIDERATION of the terms and conditions hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF LIFT STATION EASEMENT.** Grantor hereby grants and conveys to Grantee, a perpetual, non-exclusive easement over, across, upon and under the Easement Area for purposes of (i) constructing, utilizing, repairing, maintaining, replacing and removing the Lift Station, and its related equipment, infrastructure, and facilities; and (ii) installing, utilizing, repairing, maintaining, replacing and removing sanitary sewer and force main sewer lines, and any and all attendant equipment, infrastructure and facilities on and under the Easement Area, as may be necessary to utilize the Lift Station (collectively, the "Lift Station Easement"), together with the right of reasonable ingress and egress to and from the Lift Station as necessary in connection with any of the foregoing.
 2. **MANNER OF PERFORMANCE.** Grantee's rights hereunder shall be exercised (i) in compliance with all applicable laws, regulations and codes, and (ii) in a manner to minimize any unreasonable disruption or interference with Grantor's use of Grantor's adjacent property.
 3. **RESERVED RIGHTS.** Notwithstanding the grant of the Easements set forth above, Grantor specifically reserves the right to use Grantor's adjacent property in any manner which does not materially interfere with Grantee's exercise of its rights hereunder. Except as expressly provided in this Agreement, Grantee shall not
- {00183282.DOCX;3}

build, construct, or install (or permit to be built, constructed, or installed) any permanent improvements, structures, fences, foliage or vegetation, or other improvements of any nature or description on, upon, under, over or across the Easement Tract.

4. **EXEMPTION FROM TAP-IN FEES.** Upon payment of customary monthly usage fees, Grantor shall be entitled to utilize the Lift Station. Grantor shall not be required to pay any advance or initial impact, connection, tap-in fees or the like related to connection to the Lift Station, it being understood that any and all such fees, charges, or special assessments will be and are hereby waived by Grantee as partial consideration for Grantor's granting of the Lift Station Easement.

5. **NOTICES.** Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for above. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

6. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants to Grantee that (i) Grantor is the owner in fee simple of the Easement Area; (ii) there are no liens, encumbrances or third party rights affecting the Easement Area which are materially inconsistent with or which could materially inhibit or impair the exercise of rights granted to Grantee hereunder (and Grantor will not allow the imposition of any such liens or encumbrances or grant any such rights to third parties); (iii) Grantor has full right and authority to enter into this Agreement and to grant the Lift Station Easement; (iv) neither the execution of this Agreement by Grantor nor the grant of any such easements will conflict with or result in a breach of any contract, mortgage, lease or other agreement or instrument by which Grantor or Grantor's adjacent property is bound; (v) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.

7. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the Lift Station Easement, which shall be deemed a covenant running with the land for all purposes. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and may be amended or modified only by an instrument in recordable form, executed by both parties. This Agreement may be executed in counterparts which, when taken together, shall be deemed one instrument.

List of Exhibits:

Exhibit A: General Depiction of Easement Area
Exhibit B: Legal Description of Easement Area

[EXECUTION PAGES TO FOLLOW]

EXECUTED by the parties as of the Effective Date.

GRANTOR:

Clifford Mason
CLIFFORD MASON

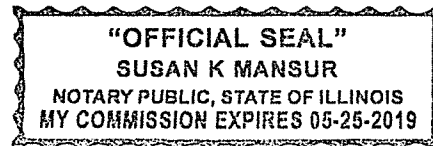
STATE OF Illinois)
COUNTY OF Macon)

This instrument was acknowledged before me on the 14th day of May, 2018, by
CLIFFORD MASON, an individual.

(SEAL)

Susan K. Mansur
Notary Public
Commission No. 5/25/19

My Commission Expires:
5/25/19



EXECUTED by the parties as of the Effective Date.

GRANTEE:

THE CITY OF DECATUR, ILLINOIS,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018, by
_____, as _____ of THE CITY OF DECATUR.

(SEAL)

Notary Public
Commission No. _____

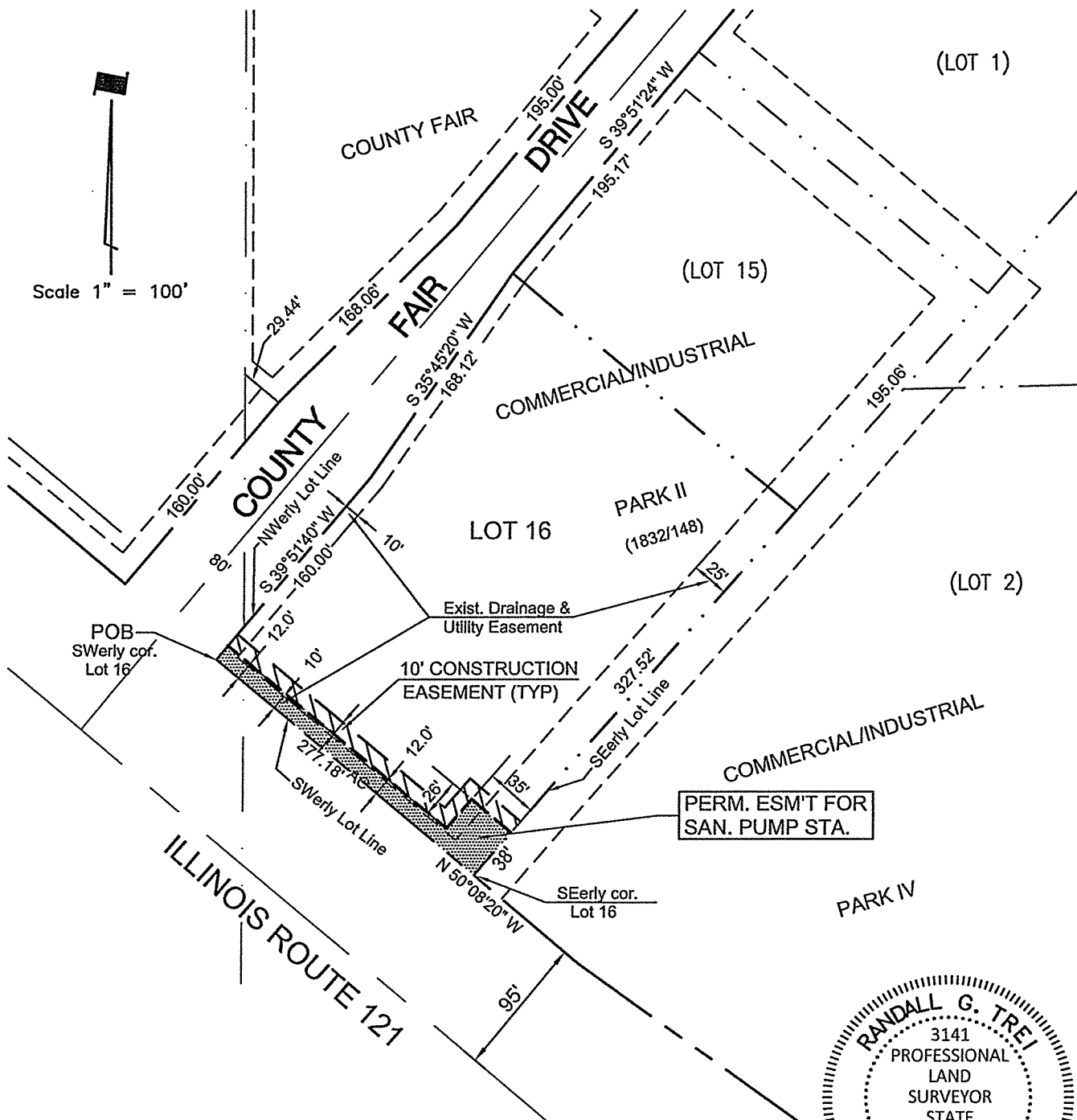
My Commission Expires:

EXHIBIT A

General Depiction of Easement Area

EASEMENT PLAT

Scale 1" = 100'



**CHASTAIN
& ASSOCIATES LLC**
CONSULTING ENGINEERS

Randall G. Trei

RANDALL G. TREI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3141
MY LICENSE EXPIRES 11/30/2018



EXHIBIT B

Legal Description of Easement Area

PERMANENT EASEMENT FOR A SANITARY PUMP STATION

A part of Lot 16 of County Fair Commercial/Industrial Park II as per plat recorded in Book 1832 on page 148 of the records in the Recorder's Office of Macon County, Illinois.

Said PERMANENT EASEMENT described as follows: Beginning at the Southwesterly corner of said Lot 16, said point being the intersection of the Southeasterly Right of way line of County Fair Drive and the Northeasterly right of way line of Illinois Route 121; thence Southeasterly along the Southwesterly line of said Lot 16 to the Southeasterly corner of said Lot 16; thence Northeasterly along the Southeasterly line of said Lot 16 for 38.0 feet; thence Northwesterly along a line parallel with Southwesterly line of said Lot 16 for 35.0 feet; thence Southwesterly along a line parallel with the Southeasterly line of said Lot 16 for 26.0 feet; thence Northwesterly along a line parallel with the Southwesterly line of said Lot 16 to the Northwesterly line of said Lot 16; thence Southwesterly 12.0 feet to the point of beginning. Containing 0.08 acres more or less.

Economic & Community Development

DATE: 5/21/2018

MEMO: No. 18-17

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Raymond Lai, Director, Economic and Community Development
Susan Kretsinger, Neighborhood Inspections Administrator

SUBJECT:

Resolution Accepting Grant from the Illinois Housing Development Authority- Abandoned Residential Property Municipality Relief Program

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached resolution to accept a state grant to assist with demolition of problem buildings.

BACKGROUND:

In November 2017, the City applied for grant funding as part of the Abandoned Residential Property Program to assist with the local priority of demolishing problem buildings and addressing blight in the community. The City was awarded a grant of \$125,000 to assist in covering the cost of local demolitions. The funding was provided as part of a competitive statewide application process based upon our being able to prove need, capacity, impact, and being ready to proceed.

Part of the grant administration process requires that passage of the attached resolution accepting the grant.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Illinois Housing Development Authority, Development Services, Legal Dept.

STAFF REFERENCE: Any additional questions may be forwarded to Raymond Lai at

217-424-2727 (rlai@decaturil.gov) or Susan Kretsinger at 217-450-2347 (skretsinger@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

RESOLUTION NO. 2018-_____

**RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING
DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY
MUNICIPALITY RELIEF PROGRAM**

WHEREAS, the City of Decatur (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipality Relief Program (the "Program").

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

Section 1. The Illinois Housing Development Authority has issued to the City of Decatur that certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to issue a grant from the Abandoned Residential Property Municipal Relief Program to the City of Decatur in an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) and the City of Decatur will use the Grant funds solely and exclusively for eligible activities in connection with Program and for no other purpose;

Section 2. That the Mayor of the Sponsor, the City Manager, Deputy City Manager and the Director of Economic and Community Development of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Commitment, the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement;

Section 3. That the Mayor, the City Manager, Deputy City Manager and Director of Economic and Community Development be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions;

Section 4. That the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PRESENTED AND ADOPTED this _____ day of _____, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer's Certificate and Certificate of Incumbency (this "Certificate") is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the grant being made by the Authority to the City of Decatur, an Illinois unit of local government in connection with the Abandoned Residential Property Municipal Relief Program:

The undersigned hereby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the City of Decatur.
- (b) Attached hereto as Exhibit A is a true, correct and complete copy of the Resolution duly adopted by the City of Decatur on _____, 2018 and such Resolution has not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
_____	Mayor	_____
_____	City Manager	_____
_____	Deputy City Manager	_____
_____	Director, Economic and Community Development	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this _____ day of _____, 2018.

An Illinois unit of local government

By: _____
CITY CLERK

Economic & Community Development

DATE: 5/21/2018

MEMO: No. 18-18

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Raymond Lai, Director, Economic and Community Development
Susan Kretsinger, Neighborhood Inspections Administrator

SUBJECT: Unsafe Structures

SUMMARY RECOMMENDATION:

An item on the agenda for the meeting of May 21, 2018 is a resolution authorizing action regarding unsafe structures. This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND:

This is the beginning of the process seeking court-ordered demolition of unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: None anticipated at this time.

INPUT FROM OTHER SOURCES:

Legal Department staff.

STAFF REFERENCE: Any questions may be forwarded to Ray Lai at 217-424-2727 (rlai@decaturil.gov) or Susan Kretsinger at 217-450-2347 (skretsinger@decaturil.gov).

BUDGET/TIME IMPLICATIONS:

This list of demolitions could be funded by grants. This action can vary, but is usually completed in 6 months from initiating the case, unless the case is contested through the courts.

ATTACHMENTS:

Description
Resolution
Supporting Documentation

Type
Resolution Letter
Backup Material

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION
REGARDING UNSAFE STRUCTURES

974 S. Belmont	408 S. MLK
661 W. Center	472 S. MLK
1165 E. Clay	954 S. MLK
1065 N. College	5135 Melwood Ct.
447 E. Garfield	1097 E. North
1235 W. Green	1762 E. North
168 S. Hilton	1824 E. North
603. S. Jackson	246 W. Peoria
1815 E. Johns	1952 E. Prairie
1414 E. Lawrence	1985 E. Roosevelt
1659 E. Lawrence	520 E. Stuart
897 W. Leafland	1042 N. Union
1465 E. Main	1335 N. Walnut Grove
1768 E. Main	945 E. William
384 S. MLK	1402 E. Wood

WHEREAS, the Council of the City of Decatur, Illinois, has found and does here by find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such action as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED AND ADOPTED this ____ day of May 2018.

MAYOR

ATTEST:

CITY CLERK

Council Demolition Narrative

May 2018

974 S. Belmont. This property was posted as unfit for Human Habitation on March 12, 2018 due to the large amounts of black mold on the interior. Water service was terminated on November 24, 2015. Both the gas and electric meters are in the locked position.

661 W. Center. This property was posted as unfit for Human Habitation on July 15, 2016 due to a fire that left the house structurally unsafe. Water service was terminated on June 19, 2012. Both the electric and gas meters have been removed.

1165 E. Clay. This property was posted as unfit for Human Habitation on July 27, 2017 due to a roof collapse and structural deficiencies. Water service was terminated on February 2, 2005. Both the gas and electric meters have been removed.

1065 N. College. This property was posted as unfit for Human Habitation on February 5, 2018 due to a massive fire. Water service was terminated on February 2, 2018. Both the gas and electric meters have been removed.

447 E. Garfield. This property was posted as unfit for Human Habitation on March 8, 2017. The property is in a state of major disrepair with broken windows, deteriorated walls, floors and ceilings. Plumbing and electrical deficiencies are significant throughout the property. Water service was terminated on December 10, 2014. The gas meter has been removed and the electric meter is in the locked position.

1235 W. Green. This property was posted as unfit for Human Habitation on December 13, 2017 due to a massive fire. Water service was terminated on December 29, 2016. Both the gas and electric meters have been removed.

168 S. Hilton. This property was posted as unfit for Human Habitation on March 13, 2018. The property is in a state of major disrepair with most of the interior gutted. There is no furnace or water heater and the electrical and plumbing need to be installed. Water service was terminated on December 8, 2011. Both the gas and electric meters have been removed.

603 S. Jackson. This property was posted as unfit for Human Habitation on March 8, 2017 due a fire that left the house structurally unsafe. Water service was terminated on December 7, 2016. The gas and electric meters are both in the locked position.

1815 E. Johns. This property was posted as unfit for Human Habitation on September 7, 2016. The roof leak has caused damage to most of the interior surfaces. Water service was terminated on May 15, 2016. The gas meter is locked and the electric meter has been removed.

1414 E. Lawrence. This property was posted as unfit for Human Habitation on November 14, 2016. There is a hole in the roof that has allowed moisture in causing significant damage to most interior surfaces. Water service was terminated on September 30, 2011. Both the gas and electric meters have been removed.

1659 E. Lawrence. This property was posted as unfit for Human Habitation on May 18, 2017. The roof and trusses have been removed from the structure, the entire interior is gutted. There is no electrical, plumbing or heating systems in the property. Water service was terminated on September 24, 2012. Both the gas and electric meters have been removed.

897 W. Leafland. This property was posted as unfit for Human Habitation on April 28, 2017 after a fire caused significant damage. Water service was terminated on May 4, 2017. Both the gas and electric meters have been removed.

1465 E. Main. This property was posted as unfit for Human Habitation on October 14, 2015. The siding has been taken off the exterior of the property. The roof leak has caused damage to all of the interior surfaces. There are significant cracks in the foundation. Water service was terminated on December 3, 2008. The gas and electric meters are both in the locked position.

1768 E. Main. This property was posted as unfit for Human Habitation on February 13, 2017. The property is a six-unit apartment building over what had been a neighborhood grocery store. The exterior brick is loose and falling from the structure, the roof has multiple leaks and the first floor has severe structural deterioration that has allowed areas to collapse. Water service was terminated on August 2, 1979. Both gas and electric meters have been removed.

384 S. MLK. This property was posted as unfit for Human Habitation on April 25, 2017. The front porch is collapsing and there is significant foundation deterioration that is allowing areas to bow outward. Water service was terminated on January 1, 2002. Both the gas and electric meters have been removed.

408 S. MLK. This property was posted as unfit for Human Habitation on April 24, 2017. The front porch is collapsing, there are areas where there is no foundation left under the structure. A leak in the roof has caused areas to deteriorate on the interior of the structure. Water service was terminated on January 1, 2002. Both the gas and electric meters have been removed.

472 S. MLK. This property was posted as unfit for Human Habitation on April 21, 2017. Both front and rear porches are deteriorated, the foundation has open cracks and there are windows broken out with large shards of broken glass remaining. Interior surfaces all show signs of deterioration and neglect. Water service was terminated January 21, 2015. Both the gas and electric meters are in the locked position.

954 S. MLK. This property was posted as unfit for Human Habitation on August 30, 2017. This is a duplex that has a large hole in the roof that is collapsing inward and some sections have completely fallen in. The foundation is significantly deteriorated. Water service was terminated on October 6, 2011. Both the gas and electric meters have been removed.

5135 Melwood Ct. This property was posted as unfit for Human Habitation on April 23, 2013. Interior access was gained after the execution of a search warrant. The entire property is filled with debris and animal feces. Almost every ceiling has fallen due to the moisture and animal damage. Water service was terminated on March 11, 2003. Both the gas and electric meters are locked in the off position.

1097 E. North. This property was posted unfit for Human Habitation on February 12, 2018 due to an extensive fire on the west side of the structure. Water service was terminated on September 14, 2016. Both the gas and electric meters are locked in the off position.

1762 E. North. This property was posted as unfit for Human Habitation on December 29, 2016. The property is full of garbage and debris. There is significant termite damage that caused the rear door to fall completely off. The termite damage has allowed moisture to enter into the property causing damage to the interior surfaces. Water service was terminated on December 11, 2014. The gas meter has been removed and the electric meter is in the locked position.

1824 E. North. This property was posted as unfit for Human Habitation on April 6, 2017 due to severe fire damage. Water service was terminated on April 4, 2017. Both the gas and electric meters have been removed.

246 W. Peoria. This property was posted as unfit for Human Habitation on December 29, 2015. The property is owned by Macon County Trustee and did not sell at the last auction. The roof, soffit and eaves are deteriorated and has allowed moisture to enter the property. The interior surfaces are all deteriorated from water damage. Water service was terminated on February 17, 2012. Gas and electric meters have both been removed.

1952 E. Prairie. This property was posted as unfit for Human Habitation on February 7, 2017. The property has significant water damage from a roof leak, electrical hazards present throughout, broken windows with large shards of glass present and animal feces and garbage throughout. Water service was terminated on December 15, 2016. Both the electric and gas meters have been removed.

1985 E. Roosevelt. This property was posted as unfit for Human Habitation on January 20, 2017. Windows have been broken out leaving jagged glass exposed. A roof leak has caused substantial damage to the interior as well as mold. Water service was terminated on September 24, 2014. The gas meter has been removed and the electric meter is in the locked position.

520 E. Stuart. This property was posted as unfit for Human Habitation on April 16, 2012. The property is owned by Macon County Trustee and did not sell at the last auction. The roof is failing and the porch roof is collapsing. The foundation has open cracks. Water service was terminated on August 27, 2010. Both the gas and electric meters have been removed.

1042 N. Union. This house was posted on October 25, 2017 due to a fire. Water service was terminated on October 25, 2017. The gas meter is locked in the off position and the electric meter has been removed.

1335 N. Walnut Grove. This property was posted as unfit for Human Habitation on December 9, 2015. There is significant damage to the interior of the property. The foundation has open cracks. Water service was terminated on March 11, 2014. The gas meter is locked in the off position and the electric meter has been removed.

945 E. William St. This property was posted as unfit for Human Habitation on December 13, 2017. There is significant vandalism to the interior with virtually every room destroyed. All electrical and plumbing have been damaged and most all windows broken out. Water service was terminated on July 21, 2015. The gas meter has been removed and the electric meter is locked in the off position.

1402 E. Wood. This property was posted as unfit for Human Habitation on July 26, 2017. The roof has missing shingles, the front porch is damaged and the rear area of the house connecting to the garage is collapsing with walls bowing outward. Water service was terminated on January 7, 2016. Both the gas and electric meters are locked in the off position.

Financial Management

DATE: 5/14/2018

MEMO: 2018-06

TO: Honorable Mayor Julie Moore Wolfe
Members of City Council

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

SUBJECT: Natural Gas Supply Contract

SUMMARY RECOMMENDATION: Please see attached memorandum for further information.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Cover Memo
MidAmerican Contract	Cover Memo

Financial Management



DATE: 5/14/2018

MEMO: Letter to the City Council Financial Management Department 2018 - 06

TO: Honorable Mayor Julie Moore Wolfe
Members of the City Council

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

SUBJECT: Natural Gas Supply Contract

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award a Natural Gas Supply Services contract. This resolution will be presented to Council at the May 21st meeting.

BACKGROUND:

The City purchases natural gas service to “fire up” city owned buildings, throughout the city. The current contract with MidAmerican Energy Services, LLC expires in July 2018.

Requests for Price Proposal were sent to four (4) natural gas supply companies. Two (2) suppliers expressed interest in the City business whereby the City is expecting to receive natural gas supply price bids from the two (2) suppliers, including, Constellation NewEnergy – Gas Division, LLC, and MidAmerican Energy Services, LLC (current electricity and natural gas supplier). These two suppliers are among the largest natural gas supply companies in the United States. They are also trusted names in the natural gas supply business.

Natural Gas supply contracts are typically of one to three-year duration. Time length variation is generally buyer driven due to buyer sentiments regarding future price expectations. Longer term contracts generally coincide with the expectation for rising natural gas pricing, where shorter contracts generally result from the expectation of declining prices.

Natural Gas is a commodity and therefore follows the price structure of the commodity market. Price quotations have a short life, price quotes must be acted upon before the close of business on the day of the release of the price quote.

The two (2) suppliers, noted above, are asked to deliver a price quotation to the City Treasurer on Monday May 21, 2018 before 1:00 pm CST covering 1, 2 and 3 year terms. The City Treasurer will review the price quotations with the City energy advisor, CQI, Associates, Principal Richard Anderson, where the natural gas supply bid will be chosen and presented to the City Manager for his consent. Upon consent of the City Manager, the City Treasurer will notify the selected supplier to lock the price pending final contract approval by the City Council.

A resolution authorizing the City Manager and City Clerk to execute the supply contract will be presented to the Council for adoption at the May 21st council meeting. The Council approved contract will be executed by the City Manager and City Clerk for delivery by the City Treasurer to the selected supplier on the morning of May 22nd, 2018, securing the locked pricing of the previous days quotation.

The contract price of the selected supplier will be available at the Council meeting including the price quotations from all price bids.

The contract of each of the two (2) suppliers is provided in the council packet.

PRIOR COUNCIL ACTION:

The current contract with MidAmerican Energy Services, LLC was approved with City Council adoption on July 6, 2015 and expires in July of 2018.

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

INPUT FROM OTHER SOURCES: CQIAssociates was engaged providing energy advisory services for the RFP and supplier selection process.

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

BUDGET/TIME IMPLICATIONS:

It is in the best interest of the City to secure supply services prior to the expiration of the current contract so as not to expose the City to potential "default rate" pricing.

RESOLUTION NO. R2018 -

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
MIDAMERICAN ENERGY SERVICES, LLC
FOR NATURAL GAS SUPPLY SERVICES**

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

Section 1. That the contract presented to the City Council herewith between the City of Decatur Illinois, and MidAmerican Energy Services, LLC, be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED and ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

RETAIL NATURAL GAS SUPPLIER AGREEMENT

This Retail Natural Gas Supplier Agreement is entered into by MidAmerican Energy Services, LLC ("MidAmerican") and Decatur (City of) IL ("Customer") and shall be effective as of the later date set forth under the parties' signatures below ("Effective Date"). This Retail Natural Gas Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

CONDITIONS OF AGREEMENT. This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of gas and related services to be entered into between the parties from time to time as evidenced by separate Schedules, as applicable ("Schedules"), setting forth certain commercial and other terms for the purchase and sale of gas. The parties agree that Illinois law govern this Agreement unless otherwise indicated on Schedule A. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.** The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

CUSTOMER RESPONSIBILITIES. Customer agrees to purchase and receive from MidAmerican 100% of its firm gas supply requirements and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any or all properties or accounts listed on such Schedules. Customer will take such actions as requested by MidAmerican to allow for timely enrollment of accounts listed on the Schedules and authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting customer enrollments to the local gas delivery company ("Delivery Company") and/or moving any of Customer's properties on or off Delivery Company's applicable tariffs, to permit Customer to receive the gas at its properties.

MIDAMERICAN RESPONSIBILITIES. Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer's firm gas supply and applicable related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver gas to the Delivery Company interconnecting point and the Delivery Company is responsible for delivery of gas to Customer's properties.

TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either

party upon 45 (forty-five) days' written notice; provided, however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement or any related Schedules. Early termination of any Schedules shall constitute an Event of Default and any applicable settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement.

ENERGY DELIVERY. Title to gas will pass from MidAmerican to Customer at the point of interconnection between the interstate pipeline and the Delivery Company (the "Delivery Point(s)"). Each party will comply with all applicable federal and state laws and all applicable industry rules, and transportation tariffs, as amended from time to time.

BILLING AND PAYMENT. Customer will be billed monthly for all gas supply and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges, penalties, or any increases due to delivery or transportation tariff increases, or Costs as defined by the Schedules. Customer will pay each bill in full by the due date on the bill. Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law. In the event Customer disputes any portion of an invoice billing, Customer shall pay the undisputed portion of the bill no later than the due date and give notice in writing to MidAmerican of such dispute and the reasons therefore prior to the due date for payment. The parties shall negotiate in good faith to resolve such dispute. If it is determined the Customer owes any portion of the disputed amount, Customer shall immediately pay such amount upon resolution thereof. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

EVENTS OF DEFAULT; REMEDIES. For the purposes of this Agreement, the Events of Default are defined as follows: (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) the removal of any or all properties or accounts listed on such Schedules; (v) fails to provide financial security to the other party within two (2) business days of the other party's demand, when such demand is based on the other party's reasonable good faith belief that the ability of the defaulting party to perform its obligations under this Agreement is materially impaired; or (vi) fails to perform any other material obligation imposed upon it by this Agreement. In the Event of Default, the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time

during the continuance of such event of default, upon which it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this Agreement. Costs shall include, but not be limited to, reservation fees, reasonable attorneys' fees, and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the nominal value of the economic loss to such party, exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within ten (10) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

FAILURE OF DELIVERY. MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the Delivery Company, or interstate pipeline to provide transportation services or properly perform and/or timely process any Customer enrollments or transportation requests. MidAmerican is not responsible for Costs or penalties resulting from failure to deliver by the interstate pipeline or Delivery Company.

NO CONSEQUENTIAL DAMAGES. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

INDEMNIFICATION. Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

FORCE MAJEURE. If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force Majeure. In the event of termination each party shall be entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within ten (10) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by the affected party could not have been prevented, including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the Delivery Company to provide transportation services, inability of MidAmerican's transporter or supplier to provide natural gas or the curtailment of transportation service or the breakage, accident or failure of interstate pipeline or Delivery Company facilities. Neither economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all gas supply and related services delivered to and consumed at its properties.

WARRANTIES. MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL RESPONSIBILITY. Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential.

ASSIGNMENT. Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

CONFIDENTIALITY. This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law.

SEVERABILITY. If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

NON-WAIVER. Either party's failure at any time to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance at any other time.

RECORDED CONVERSATIONS. Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer service quality and pricing terms. Unless a party expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

CONFIDENTIAL

TRANSACTIONS. The parties agree that MidAmerican will confirm a transaction by sending a revised Schedule B by electronic mail or facsimile to Customer. Customer shall respond, within three (3) business days of receipt of the revised Schedule

B. The failure of the Customer to confirm the transaction to MidAmerican by the above deadline constitutes Customer's agreement to the terms of the transaction.

AGREEMENT NOTICES. All written notices required by this Retail Natural Gas Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Services, LLC	
Company Name:	MidAmerican Energy Services, LLC
Attention to:	Gas Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Gas@midamericanenergyservices.com

For Customer	
Company Name:	
Attention to:	
Title:	
Address:	
City, State, Zip:	
Phone No:	
Fax No:	
E-mail address:	

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Natural Gas Supplier Agreement.

ELECTRONIC SIGNATURES

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

MidAmerican Energy Services, LLC

By: _____
Printed Name: _____
Title: _____
Dated: _____

Decatur (City of) IL

By: _____
Printed Name: _____
Title: _____
Dated: _____

Financial Management

DATE: 5/14/2018

MEMO: 2018-06

TO: Honorable Mayor Julie Moore Wolfe
Members of the City Council

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

SUBJECT: Natural Gas Supply Contract

SUMMARY RECOMMENDATION: Please see attached memorandum for further information.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Cover Memo
Constellation Contract	Cover Memo

Financial Management



DATE: 5/14/2018

MEMO: Letter to the City Council Financial Management Department 2018 - 06

TO: Honorable Mayor Julie Moore Wolfe
Members of the City Council

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

SUBJECT: Natural Gas Supply Contract

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award a Natural Gas Supply Services contract. This resolution will be presented to Council at the May 21st meeting.

BACKGROUND:

The City purchases natural gas service to “fire up” city owned buildings, throughout the city. The current contract with MidAmerican Energy Services, LLC expires in July 2018.

Requests for Price Proposal were sent to four (4) natural gas supply companies. Two (2) suppliers expressed interest in the City business whereby the City is expecting to receive natural gas supply price bids from the two (2) suppliers, including, Constellation NewEnergy – Gas Division, LLC, and MidAmerican Energy Services, LLC (current electricity and natural gas supplier). These two suppliers are among the largest natural gas supply companies in the United States. They are also trusted names in the natural gas supply business.

Natural Gas supply contracts are typically of one to three-year duration. Time length variation is generally buyer driven due to buyer sentiments regarding future price expectations. Longer term contracts generally coincide with the expectation for rising natural gas pricing, where shorter contracts generally result from the expectation of declining prices.

Natural Gas is a commodity and therefore follows the price structure of the commodity market. Price quotations have a short life, price quotes must be acted upon before the close of business on the day of the release of the price quote.

The two (2) suppliers, noted above, are asked to deliver a price quotation to the City Treasurer on Monday May 21, 2018 before 1:00 pm CST covering 1, 2 and 3 year terms. The City Treasurer will review the price quotations with the City energy advisor, CQI, Associates, Principal Richard Anderson, where the natural gas supply bid will be chosen and presented to the City Manager for his consent. Upon consent of the City Manager, the City Treasurer will notify the selected supplier to lock the price pending final contract approval by the City Council.

A resolution authorizing the City Manager and City Clerk to execute the supply contract will be presented to the Council for adoption at the May 21st council meeting. The Council approved contract will be executed by the City Manager and City Clerk for delivery by the City Treasurer to the selected supplier on the morning of May 22nd, 2018, securing the locked pricing of the previous days quotation.

The contract price of the selected supplier will be available at the Council meeting including the price quotations from all price bids.

The contract of each of the two (2) suppliers is provided in the council packet.

PRIOR COUNCIL ACTION:

The current contract with MidAmerican Energy Services, LLC was approved with City Council adoption on July 6, 2015 and expires in July of 2018.

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

INPUT FROM OTHER SOURCES: CQIAssociates was engaged providing energy advisory services for the RFP and supplier selection process.

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

BUDGET/TIME IMPLICATIONS:

It is in the best interest of the City to secure supply services prior to the expiration of the current contract so as not to expose the City to potential "default rate" pricing.

RESOLUTION NO. R2018 -

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
CONSTELLATION NEWENERGY – GAS DIVISION, LLC
FOR NATURAL GAS SUPPLY SERVICES**

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

Section 1. That the contract presented to the City Council herewith between the City of Decatur Illinois, and Constellation NewEnergy – Gas Division, LLC, be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED and ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Master Retail Natural Gas Supply Agreement ("**Master Agreement**") is entered into as of May 2, 2018 ("**Effective Date**") by and between City of Decatur Illinois ("**Customer**") and Constellation NewEnergy – Gas Division, LLC ("**CNEG**"). CNEG and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of natural gas and related products and services (each a "**Transaction**") to one or more of Customer's accounts or facilities (each a "**Facility**") as agreed to from time to time. Each Transaction may be evidenced by a transaction confirmation (each a "**TC**"). The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties (each a "**Rider**"). Each TC and Rider shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC and Rider shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). In the event of a conflict between (i) a TC, (ii) a Rider, (iii) the terms and conditions of this Master Agreement, and (iv) any oral agreement of the Parties as to a Transaction, the terms shall govern in the priority listed in this sentence.

The Parties intend that they are legally bound by the terms of each Transaction from the moment each Party agrees to those terms, whether (i) via electronic transmission, (ii) written record, or (iii) orally. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Master Agreement, by the Parties' signatures below and their express agreement to these procedures. CNEG shall have the exclusive right to confirm any Transaction by sending Customer a written TC, substantially in the form attached hereto as Exhibit A or otherwise, by facsimile, e-mail or other means. Notwithstanding any provision to the contrary in this Master Agreement, failure to send a TC shall not invalidate a Transaction agreed to by the Parties. If CNEG sends a TC and Customer fails to object in writing to any term in the TC within two (2) Business Days, the TC shall constitute the definitive written expression of the Transaction. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

1. CNEG and Customer Obligations.

Natural Gas Supply. CNEG shall sell and supply, and Customer shall purchase and receive, the Contract Quantity for each Facility identified in a TC or Rider. "**Contract Quantity**" means the quantity of gas to be delivered and received pursuant to a TC. Such deliveries and receipts of natural gas shall be on a Firm, Secondary Firm or Interruptible basis, or otherwise as described in a TC. "**Firm**" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure. "**Secondary Firm**" means deliveries and receipts will be on a best-efforts basis up to Customer's maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the "**Utility**"); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a "**Transporter**"), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter. "**Interruptible**" means deliveries and receipts may be interrupted at any time for any reason except for Customer's obligation to take and pay for gas it nominates and CNEG's obligation to honor the price set forth in the TC. The terms of any Transaction between CNEG and Customer shall be as set forth on the applicable TC, but CNEG will procure gas from its suppliers on terms CNEG deems appropriate. CNEG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. "**Delivery Point**" means the city gate interconnection between the Utility and the upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

Failure to Deliver or Receive. The sole and exclusive remedy of the Parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If CNEG fails to deliver gas (other than Interruptible) for a reason other than Customer's breach, CNEG shall pay Customer the "**Replacement Cost**," which is the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity. (b) If Customer fails to receive gas (other than Interruptible) for a reason other than CNEG's breach, Customer shall pay CNEG the "**Revenue Loss**," which is the amount that CNEG would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount actually received by CNEG in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount CNEG would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as determined by CNEG in a commercially reasonable manner. CNEG and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

Nominations. The Parties shall coordinate nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). If Customer or the Utility fails to provide CNEG with a usage nomination for any month in a timely manner, CNEG (i) may establish a nomination for such month in a commercially reasonable manner based on Customer's historical usage data available to CNEG, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the Utility. If a Party becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter for movement, transportation or management, the Party shall promptly notify the other Party. Usage nominations may be made orally, in writing, by facsimile or by electronic means.

Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("**Imbalance Charges**"). If either Party receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an "**OFO**") from a Transporter requiring action to be taken in connection with the flow and/or consumption of gas covered by this Agreement, such party will use commercially reasonable efforts to notify the other party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties to buy or sell gas quantities in the then-current market conditions, which may

be appreciably higher or lower than the original pricing. If CNEG is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, CNEG may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party; provided any TC or Rider will continue to be governed by this Master Agreement until the TC or Rider has been separately terminated or expired.

Term of TC. Each TC or Rider shall set forth the applicable "Delivery Period" or term during which deliveries of natural gas are to be made and/or services are to be provided. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control

3. **Information and Authorization.** Customer hereby authorizes CNEG to take such actions CNEG deems necessary to enroll each Facility with the Utility and to be served by CNEG and to otherwise meet CNEG's obligations under the Agreement, including executing on Customer's behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other transporters, disposing of storage balances, adding or deleting Facility(ies) as necessary, receiving usage nominations from the Utility relating to Customer's natural gas requirements, and other similar documents. Customer's signature on this Master Agreement constitutes Customer's written authorization for CNEG to obtain from time to time from the applicable Utility all current and historical natural gas billing, usage data and other related information Customer shall take any actions, execute any documents and shall provide to CNEG any information as CNEG may reasonably require.

4. **Billing and Payment.**

Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each Facility, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from CNEG for the natural gas supply and one from the Utility for the amounts payable by Customer for services provided by the Utility ("Delivery Charges"); (b) CNEG Consolidated Billing: Customer will receive one invoice from CNEG that includes both the natural gas supply charges and the Delivery Charges. In the case of CNEG Consolidated Billing, Customer agrees that (i) Customer remains exclusively liable to the Utility for all Delivery Charges, (ii) CNEG has no obligation to review Delivery Charges for accuracy, (iii) should Customer dispute Delivery Charges, that is a matter for Customer and the Utility to resolve without any involvement or obligation on the part of CNEG, and (iv) CNEG may withhold any payments due to the Utility if Customer fails to pay CNEG invoices in accordance with this Master Agreement.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the natural gas and related products and services provided under the Agreement, including without limitation any production, severance or ad valorem taxes, and including any taxes enacted after the Effective Date (collectively, "Taxes"). The term "Taxes" shall include any amounts imposed on Customer directly or on CNEG in its function as Customer's supplier, and that are associated with the supply of gas to Customer (in which case the Customer shall be responsible to reimburse CNEG for such amounts). If Customer is exempt from any Taxes, Customer shall provide CNEG with any state and/or local exemption certificate prior to the issue date of Customer's first invoice. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. CNEG's ability to invoice Customer is dependent on the Transporter's ability to furnish CNEG with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the Transporter, CNEG will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments.

Payment. All amounts set forth in an invoice are payable to the Party issuing the invoice and will include, in addition to the natural gas supply charges, Delivery Charges, and Taxes, all other amounts related to the purchase and delivery of natural gas. CNEG's invoices will be sent to Customer in accordance with CNEG's normal billing cycle, as adjusted from time to time. CNEG's invoices are due and payable on the fifteenth (15th) day after the date of invoice or such other date as set forth in a Rider (the "Payment Date") without offset or reduction of any kind, to the address set forth on the invoice. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law.

Pricing Structures. "Contract Price" means the price for gas as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional natural gas quantities in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive natural gas from CNEG beyond the Delivery Period (where such deliveries will be considered month to month), all such natural gas will be priced at Market Price unless otherwise set forth in a TC or Rider. "Market Price" means a price comprised of (i) the spot commodity cost of gas as determined by CNEG in its reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, and (iii) a reasonable market based margin. Market Price does not include any applicable Utility charges, including but not limited to Utility or pipeline balancing charges, unless otherwise agreed upon.

Market Disruption. If the Contract Price is based in whole or in part upon a specified index and a Market Disruption Event occurs on a day on which the relevant source published or was to publish the relevant price, then the Parties shall negotiate in good faith to agree on an alternative method of determining the Contract Price. A "Market Disruption Event" is any one of the following: (a) failure of the specified index to announce or publish information necessary for determining the Contract Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the relevant price component.

Price Locks. Unless otherwise set forth in a TC or a Rider, Customer can request to lock in the commodity price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX last day settlement for each applicable delivery month. Commodity purchase/sale prices exclude pipeline and Utility distribution charges. Customer also has the right to lock basis at a fixed price and at predetermined volumes. Basis includes interstate and intrastate pipeline transportation but does not include the commodity cost or the Delivery Charges.

5. **Adequate Assurance.** If CNEG has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, CNEG may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to CNEG ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to CNEG within three (3) Business Days of the date of the written demand. If at any time CNEG requires Customer to prepay for gas, then (i) CNEG shall be under no obligation to deliver gas if Customer fails to pay any prepayment by its due date,

and (ii) in the event the aggregate cost of any quantities of gas required by Customer in a month in excess of the scheduled nominated quantities exceeds \$15,000.00, Customer shall pay CNEG the aggregate cost of such quantities within three (3) Business Days of CNEG's request for payment.

6. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within five (5) Business Days (or such longer period required by applicable law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within five (5) Business Days after written notice from the other Party; (c) Customer fails to provide the Adequate Assurance as provided in this Agreement; (d) the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within five (5) Business Days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

7. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Facility(ies) adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date for any Facility located in New Jersey shall be no less than thirty (30) calendar days from the date of written notice of termination. Further, if Customer is the Defaulting Party, then CNEG may, without waiving any rights or remedies it may have, to the extent applicable, remove Customer from CNEG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CNEG by Customer. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing Party shall pay such amount within three (3) Business Days of receipt of notice of the amount due. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. The remedies under this Section 7 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Event of Default.

As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to CNEG if the opposite is the case; (ii) the Non-Defaulting Party's Costs; and (iii) the amount owed (whether or not then due) by each Party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Contract Value" shall be the Contract Price multiplied by the amount of gas, as determined by the Non-Defaulting Party, that would have been delivered under each terminated Rider or TC, had it not been terminated early (the "Terminated Volumes"). The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

8. **Change in Law.** CNEG may pass through or allocate, as the case may be, to Customer any increase or decrease in CNEG's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Transporter business practices or protocol, Transporter tariff, or rule of any commission or agency with jurisdiction in the state in which the Facility(ies) is located. Such adjusted amounts will be included in subsequent invoices to Customer.

9. **Representations and Warranties.** Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC or Rider is executed or deemed accepted) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Facility(ies) are true and correct; (ii) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Facility(ies); (iii) it is the party of record of the Facility(ies), or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; (iv) if any Transaction hereunder gives Customer the right to adjust the Contract Quantity, or to require CNEG to provide some other quantity of gas, Customer's election to exercise such right is based predominantly on supply and demand factors related to Customer's business; and (v) if Customer is a Governmental Entity, it will not claim immunity on grounds of sovereignty or similar grounds from enforcement of the Agreement. If it is a Governmental Entity, Customer covenants to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including public school districts or special purpose district or authority), or public entity or instrumentality of the United States or one state.

10. **Force Majeure.** Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the Claiming Party gives the other Party, as soon as possible, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform.

"Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an OFO); declaration of emergency by a Transporter(s); regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility).

11. **Indemnification.** Before title passes to Customer at the Delivery Point CNEG shall, and after title passes at the Delivery Point Customer shall, defend, indemnify and hold harmless the other Party and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, from and against all claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, including but not limited to, claims for personal injury, death, or property damage, to the extent arising out of or related to this Agreement ("Claims").
12. **Limitation of liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF EACH PARTY TO MITIGATE ITS DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY THE TERMINATION CALCULATION IN SECTION 7 ABOVE. Customer acknowledges and agrees that the Utility is exclusively responsible for the gas distribution and delivery system, that CNEG has no independent control over the Utility's systems and will have no liability for any of the Utility's acts or omissions.
13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNEG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 6 and 7 of this Master Agreement (or any definition or provision in this Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.
15. **Assignment.** Customer may assign all its rights and obligations under this Agreement; *provided* (a) it gives CNEG forty-five (45) days prior written notice of its intent to do so; (b) the assignee satisfies in full CNEG's credit requirements; (c) the assignee assumes in writing all of Customer's obligations under the Agreement; and (d) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CNEG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (a) a bank, insurer or other financial institution; or (b) any person or entity (i) succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which this Agreement relates or (ii) into which CNEG is merged or otherwise combined or reorganized; provided (with respect to this clause (b)) the succeeding entity agrees to be bound to the Agreement; or (c) any affiliate of CNEG.
16. **Confidentiality.** Each Party agrees to keep all terms and provisions of this Agreement and all communication provided in connection with this Agreement, including the pricing offered to Customer, confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as necessary to perform its obligations under this Agreement or as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. CNEG may disclose information respecting Customer to third parties that are representing Customer in the purchase of gas or related services. Furthermore, CNEG may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
17. **Choice of Law, Venue, Attorney Fees and Expenses.** This Agreement will be governed and interpreted in accordance with the laws of the State of New York, without giving effect to conflict of law principles. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.
18. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the Parties agree that this Master Agreement shall supersede and replace all prior written and oral agreements or arrangements between the Parties with respect to the purchase and sale of gas and related services and that all transactions under any such prior agreement(s) are, as of the Effective Date, now governed solely by the terms of this Master Agreement and shall be Transactions hereunder and a part of the single integrated agreement between the Parties. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No purchase order, or any amendment or edit to this Agreement, will be valid or given any effect unless signed by both Parties or expressly contained in a TC deemed accepted pursuant to the procedures set forth herein. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of the Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in this

Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CNEG shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CNEG to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 11 above, no third party will have any rights under this Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with this Agreement and will indemnify, defend and hold harmless CNEG from all related Claims. To the extent Customer is represented by a broker, agent, association or other third party (collectively, "Broker"), Customer acknowledges and understands that: (i) CNEG may be making a payment to Broker in connection with Broker's efforts to facilitate Customer and CNEG entering into a Transaction; (ii) unless otherwise noted, the Contract Price reflects the fee, if any, paid to Broker, and (iii) Broker is acting on Customer's behalf as Customer's representative and is not a representative or agent of CNEG. Customer further authorizes CNEG to utilize Customer's name for publicity and marketing purposes.

19. Affirmation: Acknowledgements. Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The Parties acknowledge and agree that: (i) CNEG is an independent contractor under this Agreement and except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) TCs and Riders entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 7 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code; (iii) CNEG is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the "CEA"), including futures contracts and commodity options or any other activity which would cause CNEG or any of its affiliates to be considered a commodity trading advisor under the CEA; (iv) each Party is an "eligible contract participant" as that term is defined in the CEA; and (v) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

20. Notices. To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, by first class mail, or express carrier to the addresses provided in this Agreement. CNEG shall send invoices and TCs to the notice address provided herein unless otherwise directed by Customer. Notice by hand delivery shall be effective on the date it is delivered. Notice by certified mail, return receipt requested, by first class mail, or express carrier shall be effective on the date that mail is delivered or its delivery is attempted. A Party may change its address by providing notice of change in accordance herewith or by other means agreed by the Parties.

CNEG Notice Information

9400 Bunsen Parkway, Suite 100
Louisville, KY 40220
Attention: Contracts Administration
Phone: (502) 426-4500
Facsimile: (502) 214-6381

Customer Notice Information

Legal Notice Information

Attention: Gregg Zientara
Title: City Treasurer
Address: 1 GARY K ANDERSON PLZ, DECATUR, IL 62523
Phone: (217) 424-2702
Facsimile: (217) 424-2717
Email: gzentara@decaturil.gov

For Invoices (if different from Notice Information)

Attention:
Title:
Address:
Phone:
Facsimile:
Email:

For Transaction Confirmations (if different from Notice Information)

Attention:
Title:
Address:
Phone:
Facsimile:
Email:

{SIGNATURES FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG

Sign and Print Name: _____

Print Title: _____

CUSTOMER

Sign and Print Name: _____

Print Title: _____

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter the form of this Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20__ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation:

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

By: SAMPLE _____
Name: NOT FOR EXECUTION _____
Title: _____
Date: _____

Financial Management

DATE: 5/14/2018

MEMO: 2018-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Electricity Supply Contract

SUMMARY RECOMMENDATION: Please refer to the attached memorandum for further information.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Cover Memo
AEP Energy Contract	Cover Memo

Financial Management



DATE: 5/14/2018

MEMO: Letter to the Decatur City Council Financial Management Department 2018 - 05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Electricity Supply Contract

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award an Electricity Supply Services contract. This resolution will be presented to Council at the May 21st meeting.

BACKGROUND:

The City purchases electricity service to “light up” city owned buildings, traffic signal lights and lampposts throughout the city. The current contract with MidAmerican Energy Services, LLC expires in October 2018.

Requests for Price Proposal were sent to six (6) electricity supply companies. Four (4) suppliers expressed interest in the City business whereby the City is expecting to receive electricity supply price bids from the four (4) suppliers, including, AEP Energy Inc., Constellation NewEnergy Inc., Illinois Power Marketing d/b/a Homefield Energy, and MidAmerican Energy Services, LLC (current electricity and natural gas supplier). These four suppliers are among the largest electricity supply companies in the United States. They are also trusted names in the electricity supply business.

Electricity supply contracts are typically of one to three-year duration. Time length variation is generally buyer driven due to buyer sentiments regarding future price expectations. Longer term contracts generally coincide with the expectation for rising electricity pricing, where shorter contracts generally result from the expectation of declining prices.

Electricity is a commodity and therefore follows the price structure of the commodity market. Price quotations have a short life, price quotes must be acted upon before the close of business on the day of the release of the price quote.

The four (4) suppliers, noted above, are asked to deliver a price quotation to the City Treasurer on Monday May 21, 2018 before 1:00 pm CST covering 1, 2 and 3 year terms. The City Treasurer will review the price quotations with the City energy advisor, CQI, Associates, Principal Richard Anderson, where the electricity supply bid will be chosen and presented to the City Manager for his consent. Upon consent of the City Manager, the City Treasurer will notify the selected supplier to lock the price pending final contract approval by the City Council.

A resolution authorizing the City Manager and City Clerk to execute the supply contract will be presented to the Council for adoption at the May 21st council meeting. The Council approved contract will be executed by the City Manager and City Clerk for delivery by the City Treasurer to the selected supplier on the morning of May 22nd, 2018, securing the locked pricing of the previous days quotation.

The contract price of the selected supplier will be available at the Council meeting including the price quotations from all price bids.

The contract of each of the four (4) suppliers is provided in the council packet.

PRIOR COUNCIL ACTION:

The current contract with MidAmerican Energy Services, LLC was approved with City Council adoption on May 16, 2016 and expires in October, 2018.

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

INPUT FROM OTHER SOURCES:

CQI Associates was engaged providing energy advisory services for the RFP and supplier selection process.

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

BUDGET/TIME IMPLICATIONS:

It is in the best interest of the City to secure supply services prior to the expiration of the current contract so as not to expose the City to potential "default rate" pricing. It is also advantageous for the City to secure future rate pricing before entry into the rising usage periods that may impact offered supplier pricing.

RESOLUTION NO. R2018-

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
AEP ENERGY, INC.
FOR ELECTRICITY SUPPLY SERVICES**

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

Section 1. That the City Manager is authorized to affect a contractual arrangement between the City of Decatur Illinois, and AEP Energy, Inc., under terms and conditions to be determined by the City Manager for the delivery of electricity to the City of Decatur, Illinois.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to sign such contract as negotiated and determined by the City Manager..

PRESENTED and ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



Master Energy Purchase Agreement – Electric Commodity Sales

(Solutions/Key Accounts GTC v.12.11.17)

This Master Energy Purchase Agreement – Electric Commodity Sales, which comprises the below General Terms and Conditions (the "General Terms and Conditions") dated and effective as of May 2, 2018 and all attachments and exhibits hereto, including any Attachment A-1 (each, an "Attachment" and collectively, this "Agreement"), is entered into by and between AEP Energy, Inc. ("AEP Energy") and City of Decatur ("Customer") (each of AEP Energy and Customer referred to individually as a "Party" and collectively as the "Parties") and is intended to govern the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer's account(s) (which may include non-metered lighting accounts) specified on the relevant Attachment (each, a "Service Location").

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined), AEP Energy shall sell to Customer the generation portion of its retail electric requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy, all of its retail electric generation supply requirements at its Service Location(s) (the "Retail Energy"), the terms and conditions of which are described in the relevant Attachment(s) hereto. The Retail Energy shall be provided to Customer's relevant electric distribution company, which shall be specified in each Attachment ("EDC"), and transmission system interconnection point (each, a "Delivery Point"). The EDC is responsible for delivery of the Retail Energy to the Service Location(s) at and from the Delivery Point, as well as for reading Customer's meter and responding to emergencies. The delivery and metering of the Retail Energy is subject to the applicable terms and conditions of the EDC. Customer designates AEP Energy as an authorized recipient of Customer's account, billing, and historical and ongoing usage information and consents to the disclosure by each EDC to AEP Energy of certain basic information about Customer, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the EDC's delivery or distribution of the Retail Energy and other services, whether billed to AEP Energy or Customer, including any switching, telecommunications, and/or meter or meter reading related costs.

The Retail Energy pricing specified in the relevant Attachment is determined by AEP Energy using Customer's actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)' anticipated Retail Energy requirements for the Term, and applies to all Retail Energy covered under the relevant Attachment, including any unmetered lighting volumes.

II. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy shall provide monthly invoices related to the sold Retail Energy, based on the relevant EDC's meter read cycle, depending on billing method specified in the relevant Attachment, either (1) as a single bill through utility/EDC consolidated billing (UCB), (2) through supplier consolidated billing (SCB), or (3) as a separate bill from each of AEP Energy and the relevant EDC (Dual Bill). Customer's total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment. Any itemized costs shall be determined according to the relevant Attachment. AEP Energy reserves the right to convert the Customer invoicing method from time to time. AEP Energy has the right to estimate bills in cases where actual billing determinants are unavailable. In cases where estimated bills are issued, AEP Energy shall subsequently reconcile the actual bill(s) and the estimated bill(s) and post any debit or credit amount. Customer shall pay all amounts due according to the instructions on the relevant invoice by check or wire transfer, in immediately available funds, or Automated Clearinghouse, and AEP Energy shall have received such payment by the close of business, no later than the number of days specified in the relevant Attachment after the date of the invoice containing the relevant charges. Late payments with respect to amounts due and payable to AEP Energy (including any outstanding late payment charges) shall incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less. In any instance where any payment is declined by the issuing institution, Customer shall be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by AEP Energy, including attorneys' fees, in connection with

collection and enforcement of its rights on accounts greater than thirty (30) calendar days past due.

B. Invoice Disputes and Adjustments: Customer may, in good faith, dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy. In event of any such dispute and prior to the due date of the relevant invoice, Customer shall make payment of the undisputed portion of the invoice within the normal terms and deliver to AEP Energy written notice of the dispute, which must include the amount of, and reasonably sufficient basis for, the disputed amount and supporting documentation therefor (the "Notice of Dispute"). During the forty-five (45) calendar days following AEP Energy's receipt of any Notice of Dispute (the "Dispute Period"), the Parties shall expeditiously and in good faith negotiate to informally resolve any disputed invoice. In accordance with any mutually-agreed written resolution of any such dispute or if the Parties are unable to mutually resolve in writing such dispute before expiration of the Dispute Period, any such disputed amount shall become immediately due and payable (without further notice or demand). AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer's actual usage during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice and irrespective of whether a Party or third party was at fault for the omission of such usage from the previously-issued invoice. Customer will receive credit in re-issued invoices for any amount of the previously-issued invoice that had been paid by Customer. AEP Energy may, at its election, issue a single invoice consolidating multiple billing periods by itemizing the amounts omitted for each billing period at issue.

III. TAXES

Each Party shall pay or cause to be paid all taxes, fees, levies, penalties, licenses, or charges imposed by any governmental entity or agency having jurisdiction associated with the Retail Energy on its side of the relevant Delivery Point (including as enacted after the date hereof, "Taxes"). The Party claiming entitlement to exemption from any Taxes or charges shall be responsible (A) to furnish timely to the other Party any necessary supporting documentation and (B) for associated interest, penalties, and/or Taxes from which exemption could not be documented due to any failure to do so.

IV. TERM AND EFFECT OF TERMINATION

This Agreement shall remain in effect from the date hereof and the relevant term shall continue concurrently with any Attachment then in effect, unless sooner terminated hereunder (the "Term," which includes any Holdover Term (as hereinafter defined) or renewal term). AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under the relevant Attachment (A) upon the available enrollment date that is established by the EDC and estimated to be on or around the Anticipated Start Date specified in the relevant Attachment, and (B) after AEP Energy receives confirmation that the EDC has accepted the delivery service request (the "Commencement Date"); provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following execution of the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of any delay in the Commencement Date.

Following termination or expiration of the relevant Term, AEP Energy may continue to supply Retail Energy to any Service Location on a month-to-month holdover basis, during which this Agreement shall continue (each, a "Holdover Term"). The price payable during any Holdover Term shall be the applicable Regional Transmission Organization ("RTO") EDC day ahead hourly locational marginal price (LMP) plus an adder of \$0.005 per kWh, and any and all applicable bypassable charges for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and all other costs to serve shall be passed through in a commercially reasonable manner to Customer with no additional mark-up. In cases where Customer's EDC does not provide interval usage data, AEP Energy shall, using commercially reasonable methodologies, estimate the load weighted average of the applicable LMP. Either Party may at any time terminate the Holdover Term and return any Service Location to the EDC without penalty or prejudice.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except that the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to the termination date, whether or not then invoiced, including any further late payment interest accruing after such termination and any Settlement Amount (as hereinafter defined). Any other obligation

or agreement hereunder which by its nature survives, shall survive the termination or expiration of this Agreement, including the Parties' respective agreements and obligations under the "Confidentiality" and "Title, Responsibility, Warranty, and Limitation of Liability" sections, and shall apply whether in contract, equity, tort, or otherwise. Such termination shall be effective on the next available drop date as established by each EDC. In the event that the EDC's retail electric supply choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement, without penalty to either Party.

V. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including a parental guaranty, escrow account, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or security to AEP Energy.

VI. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true (and which (if capable of being excused or remedied) is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) AEP Energy's receipt of notice from the EDC of Customer's termination of supply with AEP Energy; (5) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; or (6) the failure of Customer to provide requested information and/or security or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; or (2) terminate this Agreement (including any or all Attachments hereunder) by sending written notice to the Defaulting Party. In the event of such suspension or an early termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, the Defaulting Party shall also pay to the Non-Defaulting Party as liquidated damages a termination payment amount (the "Settlement Amount") calculated as follows:

If Customer is the Defaulting Party, the Settlement Amount shall equal the greater of (a) Contract Value, minus Wholesale Market Value, plus Enforcement Costs or (b) zero. If AEP Energy is the Defaulting Party, the Settlement Amount shall equal the greater of (x) Retail Market Value, minus Contract Value, plus Enforcement Costs or (y) zero.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined) pursuant to the applicable Attachment(s).

"Enforcement Costs" means any attorneys' fees, expenses, and costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Agreement.

"Retail Market Value" means what Customer is actually paying, so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had it not been terminated early.

"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any energy supply contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., capacity or transmission), related to the Remaining Performance.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to the Defaulting Party upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VII. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such removal. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. The Parties acknowledge and agree that the pricing included in the relevant Attachment reflects, among other factors, Customer's expected usage and EDC-specific pricing under such Attachment. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Locations on the relevant Attachment.

VIII. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such granted authority from the Owner does not expire or terminate prior to the end of the Term.

IX. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, either Party may assign its rights and obligations under this Agreement to an affiliate or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, so long as with respect to Customer, such affiliate or successor, as applicable, (A) is reasonably determined by AEP Energy to be of similar or greater credit quality as compared to Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests.

X. FORCE MAJEURE

Neither Party shall be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to the Force Majeure event) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable. "Force Majeure" shall mean an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the

Claiming Party's fault, negligence, or particular economic circumstances, including acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution systems; terrorism; sabotage; breach by the EDC; interruption and/or curtailment; earthquake; war; riot; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. If the Force Majeure continues for a period in excess of thirty (30) calendar days, the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without such termination constituting an Event of Default.

XI. CHANGE IN LAW

In the event that any new, or any change in any existing, statute, rule, regulation, order, or other law, or procedure, tariff, rate class, or other process, charge, or event, including any change in any formula rate calculation, or any change in any interpretation or application of any of the foregoing, promulgated by any governmental authority, EDC, Independent System Operator, RTO, or other regulated service provider ("Change in Law"), alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (an "Increased Cost Change in Law"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Increased Cost Change in Law, and all other terms and conditions of this Agreement shall remain in full force and effect.

In the event that any Change in Law during the Term that was not known at the time of contract execution, materially alters to the benefit of AEP Energy its costs to perform or its economic returns under this Agreement (a "Decreased Cost Change in Law"), Customer may request that AEP Energy revise the pricing under this Agreement to incorporate the impact of such Decreased Cost Change in Law. Before any price revision set forth in this paragraph, Customer shall provide written notice to AEP Energy setting forth in commercially reasonable detail the Decreased Cost Change in Law, the resulting price revisions, and the proposed date upon which such revised pricing shall be effective. AEP Energy shall calculate whether the Decreased Cost Change in Law results in the proposed reduction in the related Retail Energy pricing, and, if AEP Energy so determines, using commercially reasonable methodologies, Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect. In the event a Decreased Cost Change in Law occurs with respect to any cost component of the related Retail Energy pricing that AEP Energy previously hedged, AEP Energy shall be permitted to mitigate any loss on such component when calculating the revised related Retail Energy pricing.

XII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIII. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC (as hereinafter defined), or any affiliated or third party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XIV. REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the date hereof and the date of any Attachment as follows: (A) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (B) its execution and delivery of this Agreement have been duly authorized by all necessary actions and/or approvals and will not violate or conflict with any of its governing documents, any contract to which it is a Party, or applicable law; and (C) it has read and fully understands (and as it deems appropriate, has obtained

independent counsel regarding) this Agreement, and this Agreement constitutes a legal, valid, binding, and enforceable obligation of such Party. If an agent, broker, or consultant ("ABC") is involved in any transaction hereunder, Customer agrees and acknowledges that such ABC is an agent of Customer during such sales process and may receive a commission to be paid by AEP Energy from payments received from Customer hereunder.

XV. TITLE, RESPONSIBILITY, WARRANTY, AND LIMITATION OF LIABILITY

Title to and control and possession of the Retail Energy shall pass from AEP Energy to Customer at the Delivery Point. Each Party shall assume full responsibility for any damages or losses relating to the Retail Energy on its side of the relevant Delivery Point, except to the extent such claims and liabilities arise out of the other Party's negligence or breach of this Agreement. Customer acknowledges that AEP Energy (A) is not a producer of electric energy, including the Retail Energy; (B) directly or indirectly procures the Retail Energy from third-party producers or resellers; and (C) does not own or operate transmission or distribution systems through which the Retail Energy is delivered to Customer and therefore agrees that AEP Energy shall not be liable for any damages associated with any failure or delay of such transmission or distribution systems. AEP Energy warrants title to all Retail Energy at the Delivery Point delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

XVI. NOTICES

Any notice served hereunder from AEP Energy to Customer, shall be in writing and sent to any of Customer's billing or notice address or email address specified in writing by Customer from time to time, the address of any Service Location, or the address to which bills are sent to Customer. Any notice served hereunder from Customer to AEP Energy shall be in writing and shall be delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, when required, notice shall be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by courier, on the business day after the designated delivery date, or (C) if by first class mail, on the third (3rd) business day after U.S. Postal Service postmark date or the date of deposit in the U.S. mail, as established by business records or any other commercially reasonable evidence.

Customer shall be responsible for communicating to AEP Energy any changes to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable but in any event no later than fifteen (15) calendar days after any such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

XVII. GOVERNING LAW AND VENUE

This Agreement, with respect to any Service Location, shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without regard to its choice of law provisions. The Parties consent and irrevocably submit to the jurisdiction of, and venue in, the Circuit Court of Macon County, Illinois. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

XVIII. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions shall remain in force and shall not otherwise be affected, and (B) such provision or

section shall be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement shall operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement shall be deemed a waiver of or shall prejudice any of its rights or remedies hereunder.

XIX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings and representations, whether oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. No course of dealing or performance or failure to enforce shall be deemed to constitute an amendment hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Energy supply, respectively, with respect to the Service Location(s) listed on the relevant Attachment. Any General Terms and Conditions or Attachments executed pursuant to this

Agreement by the Parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern and take precedence. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against either Party. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

XX. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, all of which together shall constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., the Parties hereby agree that they may execute this Agreement using electronic means including the use of electronic signatures by the Parties, which the Parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer: City of Decatur

Signature: _____
 Name: Scott D. Slisher
 Title: Chief Solutions Officer
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

	Billing Information:	Contract Notice Information: ☐ Same as Billing Information
Address 1:		
Address 2:		
Attn:		
Telephone:		
Email:		
How would you like to receive your invoices (if billed by AEP Energy)? (Please choose at least one):		☐ Email (Recommended) ☐ Paper Bill



Exhibit A to Master Energy Purchase Agreement – Electric Commodity Sales (Ex. A v.12.11.17)

The following details of this Exhibit A (this "Exhibit A") to the Master Energy Purchase Agreement – Electric Commodity Sales (the "Master Agreement") shall, upon execution, become part of and be governed by the terms of the Master Agreement (the Master Agreement, together with this Exhibit A and any Attachment(s) hereto, to be hereinafter referred to collectively as the "Agreement") and be dated and effective as of 05/01/2018. Capitalized terms not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Master Agreement.

Nature of Purchase and Sale Obligation: AEP Energy shall sell to Customer, and Customer shall purchase from AEP Energy, Customer's full usage requirements of Retail Energy at Customer's facilities based upon the retail electric energy requirements of the Service Location(s) listed on the relevant Attachment A-1.

Retail Energy Pricing: Customer's total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment A-1. The itemized costs shall be determined by the executed Attachment(s) hereto and as described in the Definitions of Terms below. The below Energy Price or Default Energy Price, as applicable, does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

Term: AEP Energy shall use reasonable efforts to begin supplying Retail Energy to Customer (the "Commencement Date") under the relevant Attachment A-1 (a) upon the meter read date that is estimated to be on or around the Anticipated Start Date specified in the relevant Attachment A-1, and (b) after AEP Energy receives confirmation that the EDC has completed its processing and has accepted the delivery service request; provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following the Offer Expiration Time set forth in the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in the Commencement Date. This Exhibit A shall remain in effect from the date hereof and the relevant Term shall continue concurrently with any Attachment A-1 then in effect, unless sooner terminated under the Agreement.

Definitions of Terms:

The following terms are applicable to all products; however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:

Energy Losses: Energy losses are costs associated with the delivery of the Retail Energy as prescribed in the applicable transmission and distribution tariffs and are incurred based on the difference between EDC metered volumes and settlement volumes provided by the Regional Transmission Organization (RTO).

Capacity: The capacity peak load contribution (PLC) is determined and provided by the EDC for each of Customer's EDC account number(s). Capacity obligations are administered by the applicable RTO and determined for Customer using its PLC and applicable rates. Capacity charges may be changed based on adjustments by the applicable RTO and/or EDC to applicable rates or the Customer's PLC.

Transmission: Unless the EDC is responsible for transmission service, AEP Energy shall act as Customer's agent for securing and managing Customer's transmission service during the term of the Agreement. The network service peak load (NSPL) contribution is determined and provided by the EDC for each of Customer's EDC account number(s). The Network Integration Transmission Service (NITS) or transmission obligations are administered by the applicable RTO and determined for Customer using its NSPL and applicable rates. Transmission charges may be changed based on adjustments by the applicable RTO and/or EDC to applicable rates or the Customer's PLC or monthly coincident peak (kW) or similar transmission level determinant, as applicable.

Ancillary Services: Ancillary services costs include all other applicable RTO and Open Access Transmission Tariff (OATT) charges not otherwise included in this Exhibit A.

RPS: Renewable Portfolio Standards (RPS) are a regulation that requires the increased production of energy from renewable energy sources. RPS requirements shall be based upon renewable compliance charges, including costs associated with meeting renewable portfolio standards and all other environmental and renewal program compliance standards at the levels required under applicable law by the EDC or by state or federal regulatory agencies. To the extent the below Energy Price or Default Energy Price, as applicable, does not include all applicable RPS requirements, the RPS will be based on AEP Energy's incurred costs and billed as a separate line item.

The following terms are applicable to certain products (as indicated in the relevant Attachment A-1); however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:

Energy Price: The Energy Price shall be determined by AEP Energy using Customer's actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)' anticipated Retail Energy requirements

for the term. The Energy Price is set forth in the Attachment A-1 and applies to all Retail Energy covered under the relevant Attachment A-1, including any unmetered lighting volumes.

Summer Price: Summer pricing applies to the June meter read, as defined by the applicable EDC Meter Bill Group, and the next three (3) consecutive full meter reading periods.

Non-Summer Price: Non-summer pricing applies to all other meter reading periods not defined under Summer Price.

On-Peak Price: On-peak pricing shall apply to all usage from Monday through Friday, excluding North American Electric Reliability Corporation (NERC) holidays, from Hour Ending (HE) 0800 Eastern Prevailing Time (EPT) through HE 2300 EPT.

Off-Peak Price: Off-peak pricing applies to all usage in hours not defined under On-Peak Price.

Metering Changes: If after execution of the Attachment A-1, meters capable of measuring hourly (i.e., interval meters) electric usage are installed, AEP Energy may, in its sole discretion and using commercially reasonable assumptions, revise the Energy Price set forth on Attachment A-1 in order to reflect the financial impact occasioned by the new metering.

The following terms are applicable to certain index-based price products (as indicated in the relevant Attachment A-1); however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:

Default Energy Price: The Default Energy Price shall be based upon the applicable RTO EDC day ahead hourly locational marginal price (LMP) plus a Default Index Adder.

Default Index Adder: The Default Index Adder shall be specified in Attachment A-1. Specific to the Default Index Adder, On-Peak and Off-Peak shall be defined according to the hours as specified in On-Peak Price and Off-Peak Price defined above.

FRCQ: As an alternative to the Default Energy Price, the Parties may designate a price for a block of the Retail Energy supply (the Firm Rate Contract Quantity or "FRCQ") for the Service Location(s) located within the EDC service territory. In the case of an On-Peak and Off-Peak FRCQ, On-Peak and Off-Peak shall be defined as according to NERC. The FRCQs are listed in Attachment A-1.

Excess Usage Charge: Usage above the FRCQ shall be billed at the Default Energy Price.

Shortfall Charge (Credit): In cases where Customer's usage is less than the FRCQ (Shortfall), Customer's shortfall kWhs shall be invoiced as a credit or debit, as applicable, at the block Energy Price less the applicable RTO EDC day ahead hourly locational marginal price (LMP).

State Disclosure(s): The following provisions apply only to Service Locations located in the relevant state(s). AEP Energy's Illinois license was granted in Order No. 09-0147, Pennsylvania license number is A-2009-2132755, and New Jersey license number is ESL-0160. The District of Columbia Public Service Commission's telephone number is (202) 626-5100 and website address is www.dcpsc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov. The Maryland Public Service Commission's toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us/intranet/home.cfm. The New Jersey Board of Public Utilities Division of Consumer Relations' toll-free telephone number is 1-800-624-0241. Applicable to Service Locations in Ohio: Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC.

IN WITNESS WHEREOF, each of the Parties has caused this Exhibit A to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer:

City of Decatur Illinois

Signature: _____

Signature: _____

Name: Scott D. Slisher

Name: _____

Title: Chief Solutions Officer

Title: _____

Financial Management

DATE: 5/14/2018

MEMO: 2018-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Electricity Supply Contract

SUMMARY RECOMMENDATION: Please refer to the attached memorandum for further information.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Cover Memo
Constellation Contract	Cover Memo



Financial Management

DATE: 5/14/2018

MEMO: Letter to the Decatur City Council Financial Management Department 2018 - 05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Electricity Supply Contract

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award an Electricity Supply Services contract. This resolution will be presented to Council at the May 21st meeting.

BACKGROUND:

The City purchases electricity service to “light up” city owned buildings, traffic signal lights and lampposts throughout the city. The current contract with MidAmerican Energy Services, LLC expires in October 2018.

Requests for Price Proposal were sent to six (6) electricity supply companies. Four (4) suppliers expressed interest in the City business whereby the City is expecting to receive electricity supply price bids from the four (4) suppliers, including, AEP Energy Inc., Constellation NewEnergy Inc., Illinois Power Marketing d/b/a Homefield Energy, and MidAmerican Energy Services, LLC (current electricity and natural gas supplier). These four suppliers are among the largest electricity supply companies in the United States. They are also trusted names in the electricity supply business.

Electricity supply contracts are typically of one to three-year duration. Time length variation is generally buyer driven due to buyer sentiments regarding future price expectations. Longer term contracts generally coincide with the expectation for rising electricity pricing, where shorter contracts generally result from the expectation of declining prices.

Electricity is a commodity and therefore follows the price structure of the commodity market. Price quotations have a short life, price quotes must be acted upon before the close of business on the day of the release of the price quote.

The four (4) suppliers, noted above, are asked to deliver a price quotation to the City Treasurer on Monday May 21, 2018 before 1:00 pm CST covering 1, 2 and 3 year terms. The City Treasurer will review the price quotations with the City energy advisor, CQI, Associates, Principal Richard Anderson, where the electricity supply bid will be chosen and presented to the City Manager for his consent. Upon consent of the City Manager, the City Treasurer will notify the selected supplier to lock the price pending final contract approval by the City Council.

A resolution authorizing the City Manager and City Clerk to execute the supply contract will be presented to the Council for adoption at the May 21st council meeting. The Council approved contract will be executed by the City Manager and City Clerk for delivery by the City Treasurer to the selected supplier on the morning of May 22nd, 2018, securing the locked pricing of the previous days quotation.

The contract price of the selected supplier will be available at the Council meeting including the price quotations from all price bids.

The contract of each of the four (4) suppliers is provided in the council packet.

PRIOR COUNCIL ACTION:

The current contract with MidAmerican Energy Services, LLC was approved with City Council adoption on May 16, 2016 and expires in October, 2018.

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

INPUT FROM OTHER SOURCES:

CQI Associates was engaged providing energy advisory services for the RFP and supplier selection process.

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

BUDGET/TIME IMPLICATIONS:

It is in the best interest of the City to secure supply services prior to the expiration of the current contract so as not to expose the City to potential "default rate" pricing. It is also advantageous for the City to secure future rate pricing before entry into the rising usage periods that may impact offered supplier pricing.

RESOLUTION NO. R2018-

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
CONSTELLATION NEWENERGY, INC.
FOR ELECTRICITY SUPPLY SERVICES**

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

Section 1. That the City Manager is authorized to affect a contractual arrangement between the City of Decatur Illinois, and Constellation NewEnergy, Inc., under terms and conditions to be determined by the City Manager for the delivery of electricity to the City of Decatur, Illinois.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to sign such contract as negotiated and determined by the City Manager..

PRESENTED and ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

CITY OF DECATUR ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Passed Through

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). Any applicable RMR Costs will be passed through to you. The contract prices also include any credit costs, and margin as well as Renewable Portfolio Standards Costs to be collected by Seller (50% commencing June 1, 2017, 25% commencing June 1, 2018, and 0% commencing June 1, 2019, to the extent such years overlap with the term of this Agreement). The Future Energy Jobs Bill (Illinois Public Act 099-0906) ordered the UDC, effective June 1, 2017, to begin collecting the remaining portions of the Renewable Portfolio Standards Costs.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an

FOR INTERNAL USE ONLY

Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.005250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

Adding and Deleting Accounts.

(a) Adding Accounts. The Parties acknowledge and agree that the contract price(s) in the Account Schedule reflect a product option that allows Customer the ability to add one or more Account(s) at the same contract price listed in this TC (consistent with the terms below) (an "Add"). The Add(s) will not exceed 10.00% of the Aggregate Baseline. The "Aggregate Baseline" shall mean the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or in the case of Account(s) that did not receive electricity in the prior year period, Seller's good-faith estimate of the anticipated monthly consumption for such Account(s). For any Add(s) that exceed 10.00% of Aggregate Baseline, Customer and Seller will enter into good faith negotiations to add the Account(s) at the then-current market rate. For the purposes of clarity, the Aggregate Baseline shall only be made up of Seller's Account(s) which are expressly listed on this TC only and not any Add(s) or Delete(s) transacted in accordance with this section.

(b) Deleting Accounts. In addition, the contract price(s) in the Account Schedule reflect a product option that allows Customer the ability to delete Account(s) listed in the Account Schedule below ("Delete") without incurring an early termination payment until the Deletes exceed 10.00% of the Aggregate Baseline.

(c) Add/Delete Restrictions. In each case, any Add or Delete will only be allowed if: (i) there is no un-remedied default by Customer; (ii) with respect to Delete(s), the Delete(s) are in the ordinary course of Customer's business and not to move to another electricity provider, (iii) with respect to any Add(s), the Add(s) are (a) within the same UDC zone and of similar usage patterns as the Customer's Account(s) served by Seller under this TC; and (b) there has been no material change in law which has altered the economics to the extent that such change in law would impact Seller's desire to allow the original price to reflect the intent of the Parties' agreement. In no event will Customer be allowed to net Add(s) against Delete(s).

(d) Confirmation of Add(s) via email. Each Add and/or Delete shall be memorialized in writing. The Parties agree that if Customer designates an Authorized Person(s) below the signature line at the time this TC is executed and returned to Seller for execution, then both Parties agree to be legally bound to Add an account via an e-mail transmission by such designated Authorized Persons in accordance with Seller's then-current email transaction process.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Ameren	AMEREN	1-800-755-5000

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: City of Decatur

Signature: _____

Signature: _____

Printed Name:
Title:

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Fax: 888-829-8738
Phone: 844-636-3749

Printed Name: Ron Neufeld
Title:

Date: _____
Address: 1200 S 16th St
DECATUR, IL 62521-3801

Fax: 2174242717
Phone: 2174242702
Email: meufeld@decaturnet.org

Customer Authorized Persons:

Printed Name:
Title:
Email:
Phone:

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General Terms and Conditions

1. Definitions.

Ancillary Services And Other ISO Costs means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution..

"Capacity Costs" means a Seller's reasonable calculation of the cost of fulfilling the capacity requirements for the Account(s).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed", the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through", the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us

; and

- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or

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other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR

INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement; and (b) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states. Constellation warrants that (i) it has good title and the right to all electricity hereunder, (ii) that the electricity supplied hereunder will be free from all claims, liens an encumbrances, and (iii) the electricity it supplies or causes to be supplied to the ISO/UDC interconnect (delivery point) will meet industry standards.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request.

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Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:**For: City of Decatur****The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on May 2, 2018**

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 172

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
AMEREN	0079044002	2497 E HUBBARD AVE UNIT Z, DECATUR, IL 625262147	10/22/18	10/21/21	\$0.03997
AMEREN	0251139012	2705 N 27TH ST, DECATUR, IL 625262126	09/27/18	09/28/21	\$0.03997
AMEREN	0362196972	E MAIN & FRANKLIN, DECATUR, IL 62523	10/19/18	10/20/21	\$0.03997
AMEREN	0418459377	X, DECATUR LOCATIONS, Decatur, IL 62523	10/05/18	10/06/21	\$0.03997
AMEREN	0473126419	2540 N BRUSH COLLEGE RD, DECATUR, IL 625265556	10/17/18	10/18/21	\$0.03997
AMEREN	0506978255	X, DECATUR, Decatur, IL 62523	10/19/18	10/20/21	\$0.03997
AMEREN	0579567017	444 E MAIN ST, DECATUR, IL 625231375	10/19/18	10/20/21	\$0.03997
AMEREN	0602227858	3709 E MAYNOR ST, DECATUR, IL 625215047	09/28/18	09/29/21	\$0.03997
AMEREN	0615044030	1 Gary K. Anderson Plaza, Latham, IL 62543	10/03/18	10/04/21	\$0.03997
AMEREN	0679158029	1 Gary K. Anderson Plaza, Latham, IL 62543	10/01/18	09/30/21	\$0.03997
AMEREN	0680740335	150 W PERSHING RD UNIT 1/2, DECATUR, IL 625263243	10/09/18	10/10/21	\$0.03997
AMEREN	0716319695	STATE ROUTE 48 UNIT A, AND ROCK SPRINGS, Decatur, IL 62521	09/28/18	09/29/21	\$0.03997
AMEREN	0734699377	130 N FRANKLIN ST, DECATUR, IL 625231327	10/19/18	10/20/21	\$0.03997
AMEREN	0776480816	Subway Monroe St, Decatur, IL 62521	10/22/18	10/21/21	\$0.03997
AMEREN	0831163065	100 E MAIN, TRAFFIC SIGNAL, Decatur, IL 62523	10/19/18	10/20/21	\$0.03997
AMEREN	0897265615	Eldorado-Short St, Decatur, IL 62521	09/26/18	09/27/21	\$0.03997
AMEREN	0922187215	1 CIVIC CENTER PLZ, SCHOOL SIGNS, Decatur, IL 62521	10/19/18	10/20/21	\$0.03997
AMEREN	1032011027	1 Gary K. Anderson Plaza, Latham, IL 62543	10/04/18	10/05/21	\$0.03997
AMEREN	1047147013	1 Gary K. Anderson Plaza, Latham, IL 62543	10/19/18	10/20/21	\$0.03997

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AMEREN	1052421458	3615 STAR ROUTE RD, OAKLEY 62501, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997
AMEREN	1103132002	1 Gary K. Anderson Plaza, Latham, IL 62543	10/18/18	10/19/21	\$0.03997
AMEREN	1174490090	X, WATER TOWER DIVISIO, Decatur, IL 62523	10/11/18	10/12/21	\$0.03997
AMEREN	1216233778	X, PRAIRIE AND M L KIN, Decatur, IL 62523	10/23/18	10/24/21	\$0.03997
AMEREN	1227032064	1 Gary K. Anderson Plaza, Latham, IL 62543	10/19/18	10/20/21	\$0.03997
AMEREN	1340209295	X, CENTRAL PARK, Decatur, IL 62523	10/23/18	10/24/21	\$0.03997
AMEREN	1427255532	X, S TWIN BRIDGE RD, Decatur, IL 62523	09/28/18	09/29/21	\$0.03997
AMEREN	1501406738	1158 S MONROE ST, Decatur, IL 62521	10/22/18	10/21/21	\$0.03997
AMEREN	1583119379	X, SOUTH SIDE DR, Decatur, IL 62523	10/22/18	10/21/21	\$0.03997
AMEREN	1747668017	X, CISCO CT, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997
AMEREN	1773101018	1157 N UNION ST, DECATUR, IL 625221762	10/16/18	10/17/21	\$0.03997
AMEREN	1779035016	2070 S MOUNT ZION RD, SIREN, Decatur, IL 62521	10/01/18	09/30/21	\$0.03997
AMEREN	1839092018	1 Gary K. Anderson Plaza, Latham, IL 62543	10/19/18	10/20/21	\$0.03997
AMEREN	1882905453	X, WATER AND CHRISTINE, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	1913349450	X, TAYLOR AND KING ST, Decatur, IL 62523	10/12/18	10/13/21	\$0.03997
AMEREN	1931644178	X, S END STALEY VIADUCT, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	1965675374	X, MLK AND MARIETTA, Decatur, IL 62523	10/17/18	10/18/21	\$0.03997
AMEREN	2004539858	27TH STREET, DECATUR, IL 62521	10/17/18	10/18/21	\$0.03997
AMEREN	2028828973	X, MILLIKIN UNIVERSITY, Decatur, IL 62523	10/04/18	10/05/21	\$0.03997
AMEREN	2088735210	X, I 72 AND 48 HWY, Decatur, IL 62523	09/28/18	09/29/21	\$0.03997
AMEREN	2109152067	349 S MAFFIT ST, DECATUR, IL 625212749	10/19/18	10/20/21	\$0.03997
AMEREN	2133047002	1185 N COLLEGE ST, DECATUR, IL 625221705	10/16/18	10/17/21	\$0.03997
AMEREN	2244334731	E LOST BRIDGE RD UNIT B, Decatur, IL 62521	10/08/18	10/07/21	\$0.03997
AMEREN	2278866254	X, DECATUR LOCATIONS, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	2280603212	E ELDORADO ST UNIT SIREN, CIVIC CENTER, Decatur, IL 62523	10/23/18	10/24/21	\$0.03997
AMEREN	2317523059	1 CIVIC CENTER, DECATUR, IL 625231005	09/26/18	09/27/21	\$0.03997
AMEREN	2361164177	X, RT 36 AND MARYLAND, Decatur, IL 62523	10/01/18	09/30/21	\$0.03997
AMEREN	2407042577	X, SUBWAY CONDOT ST, Decatur, IL 62523	10/17/18	10/18/21	\$0.03997

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AMEREN	2473077023	1 Gary K. Anderson Plaza, Latham, IL 62543	10/09/18	10/10/21	\$0.03997
AMEREN	2492672816	E LOST BRIDGE RD UNIT B, CST, Decatur, IL 62521	10/08/18	10/07/21	\$0.03997
AMEREN	2549822572	X, DECATUR LOCATIONS, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	2602242893	1155 S MARTIN LUTHER KING JR DR, DECATUR, IL 625213311	10/19/18	10/20/21	\$0.03997
AMEREN	2624851693	X UNIT SIREN, FAIRGOUNDS, Decatur, IL 62521	10/09/18	10/10/21	\$0.03997
AMEREN	2640229453	X, MILLIKIN PL, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	2706960810	X, W GROVE AND RT 51, Decatur, IL 62521	10/18/18	10/19/21	\$0.03997
AMEREN	2723072044	1611 N UNION ST, DECATUR, IL 625264427	10/17/18	10/18/21	\$0.03997
AMEREN	2743097132	300 E ELDORADO ST, DECATUR, IL 625231037	10/17/18	10/18/21	\$0.03997
AMEREN	2778034063	890 W MARIETTA ST, DECATUR, IL 625221685	10/16/18	10/17/21	\$0.03997
AMEREN	2876767530	X, RT 51 HWY, Decatur, IL 62523	10/09/18	10/10/21	\$0.03997
AMEREN	2916830895	1220 N MARTIN LUTHER KING JR DR, DECATUR, IL 625211071	09/26/18	09/27/21	\$0.03997
AMEREN	2931149042	1 Gary K. Anderson Plaza, Latham, IL 62543	10/17/18	10/18/21	\$0.03997
AMEREN	3027184491	X, BOAT DOCK, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997
AMEREN	3081013002	W Main St Lite, Meter St LT, Decatur, IL 62523	10/22/18	10/21/21	\$0.03997
AMEREN	3093031014	755 W PACKARD ST, DECATUR, IL 625221642	10/16/18	10/17/21	\$0.03997
AMEREN	3134215210	771 E LEAFLAND AVE, DECATUR, IL 625211084	09/26/18	09/27/21	\$0.03997
AMEREN	3153002057	1 Gary K. Anderson Plaza, Latham, IL 62543	10/19/18	10/20/21	\$0.03997
AMEREN	3159174573	Overpass Garfield, Decatur, IL 62521	10/10/18	10/11/21	\$0.03997
AMEREN	3225041001	102 N EDWARD ST, DECATUR, IL 625222404	10/22/18	10/21/21	\$0.03997
AMEREN	3281932337	2600 N JASPER ST, DECATUR, IL 625264703	10/10/18	10/11/21	\$0.03997
AMEREN	3480127009	145 W COURT MANOR PL, UNIT 1/2, LIGHTING, Decatur, IL 62522	10/22/18	10/21/21	\$0.03997
AMEREN	3503592978	X, GARFILED AND MAIN S, Decatur, IL 62523	10/10/18	10/11/21	\$0.03997
AMEREN	3514911531	X, DECATUR LOCATIONS, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	3549021008	749 W MAIN ST, DECATUR, IL 625222459	10/19/18	10/20/21	\$0.03997
AMEREN	3623471532	X, W MAIN AND OAKLAND A, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	3647014893	X, NELSON PARK, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997
AMEREN	3773435371	1 CIVIC CENTER PLAZA, Decatur, IL 625231005	09/26/18	09/27/21	\$0.03997

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AMEREN	3809373457	100 E. North St., Decatur, IL 62523	09/26/18	09/27/21	\$0.03997
AMEREN	3876218099	X., CITY GARAGE DECATUR, Decatur, IL 62523	10/23/18	10/24/21	\$0.03997
AMEREN	3929761774	444 E MAIN ST UNIT 203, DECATUR, IL 625231375	10/19/18	10/20/21	\$0.03997
AMEREN	3935963857	X, GRAYS LANE LIFT ST, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	3957505936	130 N FRANKLIN ST, DECATUR, IL 625231327	10/19/18	10/20/21	\$0.03997
AMEREN	3974046009	1 Gary K. Anderson Plaza, Latham, IL 62543	10/22/18	10/21/21	\$0.03997
AMEREN	4097265137	2760 N 22ND ST, DECATUR, IL 625262102	09/27/18	09/28/21	\$0.03997
AMEREN	4112548491	1282 N WARREN ST, DECATUR, IL 625211105	09/26/18	09/27/21	\$0.03997
AMEREN	4130824336	1880 S RT 51 HWY, Decatur, IL 62526	10/23/18	10/24/21	\$0.03997
AMEREN	4203148045	1 Gary K. Anderson Plaza, Latham, IL 62543	10/24/18	10/25/21	\$0.03997
AMEREN	4211424007	2121 S IMBODEN CT, DECATUR, IL 625215286	10/23/18	10/24/21	\$0.03997
AMEREN	4257178730	X, ALLEN BEND PT, Decatur, IL 62523	10/24/18	10/25/21	\$0.03997
AMEREN	4270961137	293 S SUNNYSIDE RD, DECATUR, IL 625221159	10/12/18	10/13/21	\$0.03997
AMEREN	4289812815	1250 S AIRPORT RD, DECATUR, IL 625218777	10/01/18	09/30/21	\$0.03997
AMEREN	4309202579	E LOST BRIDGE RD UNIT C, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	4320313457	X, MLK AND SANGAMON, Decatur, IL 62523	09/26/18	09/27/21	\$0.03997
AMEREN	4465348020	444 E MAIN ST UNIT 215, DECATUR, IL 625231330	10/19/18	10/20/21	\$0.03997
AMEREN	4468398737	2520 W MAIN ST, DECATUR, IL 625221857	10/16/18	10/17/21	\$0.03997
AMEREN	4515881935	2497 E HUBBARD AVE UNIT Z, Decatur, IL 62523	10/04/18	10/05/21	\$0.03997
AMEREN	4835038895	1308 W ELDORADO ST, DECATUR, IL 625221942	10/22/18	10/21/21	\$0.03997
AMEREN	4878566733	X, STARCREST PUMP STA, Decatur, IL 62523	10/01/18	09/30/21	\$0.03997
AMEREN	4896908652	X, GREEN OAK AND SUSAN, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	5092278891	X, W BRIDGE ST, MONTICELLO 61856, Decatur, IL 62523	10/12/18	10/13/21	\$0.03997
AMEREN	5103059025	1015 N EDWARD ST, DECATUR, IL 625221711	10/16/18	10/17/21	\$0.03997
AMEREN	5179985943	999 SHORE OAK DR, Decatur, IL 625215563	10/24/18	10/25/21	\$0.03997
AMEREN	5202915699	X, WOODRIDGE II LIFT S, Decatur, IL 62523	10/05/18	10/06/21	\$0.03997
AMEREN	5262472652	1 CIVIC CENTER PLZ, SIGNS, Decatur, IL 62523	09/26/18	09/27/21	\$0.03997
AMEREN	5287951212	418 E ORCHARD ST, DECATUR, IL 625211139	10/17/18	10/18/21	\$0.03997

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AMEREN	5302564334	X, SUBWAY GRAND AVE, Decatur, IL 62523	10/10/18	10/11/21	\$0.03997
AMEREN	5371344176	1155 S MARTIN LUTHER KING JR DR, DECATUR, IL 625213311	10/24/18	10/25/21	\$0.03997
AMEREN	5412927379	X Subway Jasper St, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	5490760179	WILLIAM-27TH ST, DECATUR, IL 62523	10/17/18	10/18/21	\$0.03997
AMEREN	5490845132	353 E WILLIAM ST, DECATUR, IL 62523	09/26/18	09/27/21	\$0.03997
AMEREN	5574304173	E WILLIAM ST, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997
AMEREN	5836001056	1575 S FRANKLIN, CAMERA S OF DAM, Decatur, IL 62521	10/22/18	10/21/21	\$0.03997
AMEREN	5854662736	1087 W MACON ST, DECATUR, IL 625222927	10/19/18	10/20/21	\$0.03997
AMEREN	5862101453	4725 N MARTIN LUTHER KING JR DR, DECATUR, IL 625266118	10/04/18	10/05/21	\$0.03997
AMEREN	6013226416	X, N BRUSH COLLEGE AND, Decatur, IL 62523	10/10/18	10/11/21	\$0.03997
AMEREN	6029472654	X, SPRING ST, Decatur, IL 62523	10/23/18	10/24/21	\$0.03997
AMEREN	6064168008	1 Gary K. Anderson Plaza, Latham, IL 62543	10/22/18	10/21/21	\$0.03997
AMEREN	6067345935	1164 N MARTIN LUTHER KING JR DR, DECATUR, IL 625211070	09/26/18	09/27/21	\$0.03997
AMEREN	6102972495	2100 W SUNSET AVE, Decatur, IL 625222629	10/23/18	10/24/21	\$0.03997
AMEREN	6113809614	2798 E HUBBARD AVE UNIT Z, Decatur, IL 62523	10/04/18	10/05/21	\$0.03997
AMEREN	6128101779	100 E WOOD ST, Decatur, IL 62523	10/19/18	10/20/21	\$0.03997
AMEREN	6175440011	444 E Main, Unit 101, Decatur, IL 625231330	10/19/18	10/20/21	\$0.03997
AMEREN	6226141005	1 Gary K. Anderson Plaza, Latham, IL 62543	09/26/18	09/27/21	\$0.03997
AMEREN	6227910896	1140 N WARREN ST, DECATUR, IL 625211104	09/26/18	09/27/21	\$0.03997
AMEREN	6366773291	1000 E GARFIELD AVE, DECATUR, IL 625264824	10/09/18	10/10/21	\$0.03997
AMEREN	6377138412	1122 E MARIETTA ST, DECATUR, IL 625211324	09/27/18	09/28/21	\$0.03997
AMEREN	6420609615	E LOST BRIDGE RD UNIT C, CTY C, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	6519027002	1 Gary K. Anderson Plaza, Latham, IL 62543	10/19/18	10/20/21	\$0.03997
AMEREN	6607531059	X, LOST BRIDGE AND BRIA, Decatur, IL 62523	10/01/18	09/30/21	\$0.03997
AMEREN	6678803051	X, DECATUR LOCATIONS, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	6691156020	1 Gary K. Anderson Plaza, Latham, IL 62543	09/26/18	09/27/21	\$0.03997
AMEREN	6784542008	100 E ELDORADO ST, DECATUR, IL 625231003	10/17/18	10/18/21	\$0.03997
AMEREN	6924526251	X, NELSON PARK, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997

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AMEREN	7005151009	X, CITY OWNED LIGHTS, Decatur, IL 62521	10/19/18	10/20/21	\$0.03997
AMEREN	7023166005	1 Gary K. Anderson Plaza, Latham, IL 62543	10/19/18	10/20/21	\$0.03997
AMEREN	7041525619	2707 E WILLIAM ST, DECATUR, IL 625211573	10/17/18	10/18/21	\$0.03997
AMEREN	7075792819	X, N OAKLAND, Decatur, IL 62523	10/11/18	10/12/21	\$0.03997
AMEREN	7078030094	573 E ORCHARD ST, Decatur, IL 62523	10/17/18	10/18/21	\$0.03997
AMEREN	7221178252	X, PARK AND WATER ST, Decatur, IL 62523	09/26/18	09/27/21	\$0.03997
AMEREN	7244797139	X, INDUSTRY CT AND WOO, Decatur, IL 62523	10/23/18	10/24/21	\$0.03997
AMEREN	7312085457	1155 S MARTIN LUTHER KING JR DR, DECATUR, IL 625213311	10/19/18	10/20/21	\$0.03997
AMEREN	7387898090	X, LAKE SHORE CONDO, Decatur, IL 62523	10/24/18	10/25/21	\$0.03997
AMEREN	7450249298	X, NELSON PARK, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997
AMEREN	7599354097	E LOST BRIDGE RD UNIT C , ELECTRIC - CTY C, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	7763141006	3635 S FRANKLIN STREET RD, Decatur, IL 62523	10/23/18	10/24/21	\$0.03997
AMEREN	7840026002	105 N CALHOUN ST, DECATUR, IL 625212701	10/18/18	10/19/21	\$0.03997
AMEREN	7994654097	N Main St, Decatur, IL 62521	10/17/18	10/18/21	\$0.03997
AMEREN	8075120651	X, LAKEVIEW-LAKESHORE, Decatur, IL 62523	10/19/18	10/20/21	\$0.03997
AMEREN	8114532650	555 E WOOD ST, DECATUR, IL 625231325	10/19/18	10/20/21	\$0.03997
AMEREN	8188259058	X, STALEY VIADUCT N, Decatur, IL 62523	09/27/18	09/28/21	\$0.03997
AMEREN	8227576657	1920 S MOUNT ZION RD, DECATUR, IL 625219716	10/01/18	09/30/21	\$0.03997
AMEREN	8311923052	1298 LINCOLN PARK DR, DECATUR, IL 62522830	10/22/18	10/21/21	\$0.03997
AMEREN	8325165004	NORTH ST, AND MAIN, Decatur, IL 62523	10/22/18	10/21/21	\$0.03997
AMEREN	8416952491	W MOUND RD, AND MCARTHUR SIGNAL, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	8481131006	1 Gary K. Anderson Plaza, Latham, IL 62543	10/19/18	10/20/21	\$0.03997
AMEREN	8624245451	E LOST BRIDGE RD, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	8683311535	3798 GREENSWITCH RD, DECATUR, IL 625269612	10/05/18	10/06/21	\$0.03997
AMEREN	8790257295	Decatur St Lites, Decatur, IL 62523	10/19/18	10/20/21	\$0.03997
AMEREN	8806815052	X, ML KING DR AND E LA, Decatur, IL 62523	10/02/18	10/03/21	\$0.03997
AMEREN	8859688493	X, DECATUR LOCATIONS, Decatur, IL 62523	10/18/18	10/19/21	\$0.03997
AMEREN	9000287005	1415 N WATER ST, DECATUR, IL 625264439	10/10/18	10/11/21	\$0.03997

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AMEREN	9056937298	X, W ROUTE 36 AND HOLID, Decatur, IL 62523	10/16/18	10/17/21	\$0.03997
AMEREN	9236155692	X, FOREST KNOLLS, Decatur, IL 62523	10/01/18	09/30/21	\$0.03997
AMEREN	9418328812	772 E LEAFLAND AVE, DECATUR, IL 625211083	09/26/18	09/27/21	\$0.03997
AMEREN	9489959533	X, WOOD ST AND M L KIN, Decatur, IL 62523	10/19/18	10/20/21	\$0.03997
AMEREN	9512247375	Franklin St, Decatur, IL 62521	10/17/18	10/18/21	\$0.03997
AMEREN	9517326092	E LOST BRIDGE RD UNIT B, UNMETERED, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997
AMEREN	9525151852	355 E WOOD ST, DECATUR, IL 625231289	10/04/18	10/05/21	\$0.03997
AMEREN	9658019853	1 HOLIDAY HARBOUR PKWY, Decatur, IL 62523	10/16/18	10/17/21	\$0.03997
AMEREN	9783241458	100 W William St, Decatur, IL 62521	09/26/18	09/27/21	\$0.03997
AMEREN	9885873134	100 S INDUSTRY CT, DECATUR, IL 625231378	10/19/18	10/20/21	\$0.03997
AMEREN	9907424657	1400 N MAIN ST, DECATUR, IL 625264419	10/10/18	10/11/21	\$0.03997
AMEREN	9920687858	400 N FRANKLIN ST, DECATUR, IL 62523	09/26/18	09/27/21	\$0.03997
AMEREN	9973561297	E LOST BRIDGE RD UNIT B, CITY C, Decatur, IL 62523	10/08/18	10/07/21	\$0.03997

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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Financial Management

DATE: 5/14/2018

MEMO: 2018-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Electricity Supply Contract

SUMMARY RECOMMENDATION: Please refer to the attached memorandum for information.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Cover Memo
Homefield Contract	Cover Memo



Financial Management

DATE: 5/14/2018

MEMO: Letter to the Decatur City Council Financial Management Department 2018 - 05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Electricity Supply Contract

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award an Electricity Supply Services contract. This resolution will be presented to Council at the May 21st meeting.

BACKGROUND:

The City purchases electricity service to “light up” city owned buildings, traffic signal lights and lampposts throughout the city. The current contract with MidAmerican Energy Services, LLC expires in October 2018.

Requests for Price Proposal were sent to six (6) electricity supply companies. Four (4) suppliers expressed interest in the City business whereby the City is expecting to receive electricity supply price bids from the four (4) suppliers, including, AEP Energy Inc., Constellation NewEnergy Inc., Illinois Power Marketing d/b/a Homefield Energy, and MidAmerican Energy Services, LLC (current electricity and natural gas supplier). These four suppliers are among the largest electricity supply companies in the United States. They are also trusted names in the electricity supply business.

Electricity supply contracts are typically of one to three-year duration. Time length variation is generally buyer driven due to buyer sentiments regarding future price expectations. Longer term contracts generally coincide with the expectation for rising electricity pricing, where shorter contracts generally result from the expectation of declining prices.

Electricity is a commodity and therefore follows the price structure of the commodity market. Price quotations have a short life, price quotes must be acted upon before the close of business on the day of the release of the price quote.

The four (4) suppliers, noted above, are asked to deliver a price quotation to the City Treasurer on Monday May 21, 2018 before 1:00 pm CST covering 1, 2 and 3 year terms. The City Treasurer will review the price quotations with the City energy advisor, CQI, Associates, Principal Richard Anderson, where the electricity supply bid will be chosen and presented to the City Manager for his consent. Upon consent of the City Manager, the City Treasurer will notify the selected supplier to lock the price pending final contract approval by the City Council.

A resolution authorizing the City Manager and City Clerk to execute the supply contract will be presented to the Council for adoption at the May 21st council meeting. The Council approved contract will be executed by the City Manager and City Clerk for delivery by the City Treasurer to the selected supplier on the morning of May 22nd, 2018, securing the locked pricing of the previous days quotation.

The contract price of the selected supplier will be available at the Council meeting including the price quotations from all price bids.

The contract of each of the four (4) suppliers is provided in the council packet.

PRIOR COUNCIL ACTION:

The current contract with MidAmerican Energy Services, LLC was approved with City Council adoption on May 16, 2016 and expires in October, 2018.

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

INPUT FROM OTHER SOURCES:

CQI Associates was engaged providing energy advisory services for the RFP and supplier selection process.

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

BUDGET/TIME IMPLICATIONS:

It is in the best interest of the City to secure supply services prior to the expiration of the current contract so as not to expose the City to potential "default rate" pricing. It is also advantageous for the City to secure future rate pricing before entry into the rising usage periods that may impact offered supplier pricing.

RESOLUTION NO. R2018-

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
ILLINOIS POWER MARKETING dba HOMEFIELD ENERGY
FOR ELECTRICITY SUPPLY SERVICES**

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

Section 1. That the City Manager is authorized to affect a contractual arrangement between the City of Decatur Illinois, and Illinois Power Marketing dba Homefield Energy, under terms and conditions to be determined by the City Manager for the delivery of electricity to the City of Decatur, Illinois.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to sign such contract as negotiated and determined by the City Manager..

PRESENTED and ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: May 2, 2018**

This offer is presented to **CITY OF DECATUR** ("Customer") by **ILLINOIS POWER MARKETING D/B/A HOMEFIELD ENERGY** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

THIS EXECUTABLE OFFER EXPIRES MIDNIGHT May 2, 2018 CST

Table 1					
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):
Utility:					
Regional Transmission Organization (RTO):					
Broker Consultant (If blank, N/A):					

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

NET METERING. Customer must enroll, and be accepted in, as applicable by state law, Supplier's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read

the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

ILLINOIS POWER MARKETING D/B/A HOMEFIELD ENERGY	CITY OF DECATUR By: _____ Name: _____ Title: _____ Date: _____ **Signatory certifies authorization to enter in to this Agreement
--	--

<u>BILLING AND NOTICE INFORMATION</u>	
FEIN or DUNS#: _____	
☐ Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act	
If applicable, see Section 4 of the Terms & Conditions for below:	
☐ Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.	
☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.	
<u>Invoices</u>	<u>Notices</u>
Attn: Billing Contact	Attn: _____
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____
<u>Sales Contact</u>	<u>Notices/Inquires</u>
Name: _____	Attn: Customer Care
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to HFEcontracts@Dynergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
CITY OF DECATUR
AS OF March 3, 2017

Table 2 Utility:			
	Account #	Bill Group	Service Location

ELECTRIC SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer

will make payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Supplier requires credit review and approval for any Agreement for electricity involving the sale of more than 5 Mw per year or \$375,000 max 60-day notional value. Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition, for certain larger customers with peak load in excess of approximately five mega-watts (5) MW, the determination of creditworthiness or financial condition

may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the

Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), of Retail Power to Customer affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion, Supplier shall, except in the instances where the change or enactment relates to the pricing or charges associated with Transmission, Ancillary Services or RPS, whereby those terms in Exhibit A are controlling, 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the impact of the legal and/or regulatory change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices

plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability

of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by Circuit Court of Macon County, for the State of Illinois. ~~arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.~~

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

Financial Management

DATE: 5/14/2018

MEMO: 2018-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Please refer to the attached memorandum for information.

ATTACHMENTS:

Description	Type
Resolution	Cover Memo
MidAmerican Contract	Cover Memo
Memorandum	Cover Memo

RESOLUTION NO. R2018-

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
MIDAMERICAN ENERGY SERVICES, LLC
FOR ELECTRICITY SUPPLY SERVICES**

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

Section 1. That the City Manager is authorized to affect a contractual arrangement between the City of Decatur Illinois, and MidAmerican Energy Services, LLC, under terms and conditions to be determined by the City Manager for the delivery of electricity to the City of Decatur, Illinois.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to sign such contract as negotiated and determined by the City Manager..

PRESENTED and ADOPTED this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

RETAIL ELECTRIC SUPPLIER AGREEMENT

This Retail Electric Supplier Agreement is entered into by MidAmerican Energy Services, LLC ("MidAmerican") and Decatur (City of) IL ("Customer") and shall be effective as of the later date set forth under the parties' signatures below ("Effective Date"). This Retail Electric Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

CONDITIONS OF AGREEMENT. This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the parties from time to time as evidenced by separate Schedules, as applicable ("Schedules"), setting forth certain commercial and other terms for the purchase and sale of electricity. The parties agree that Illinois law governs this Agreement unless otherwise indicated on Schedule A. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.** The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

CUSTOMER RESPONSIBILITIES. Customer agrees to purchase and receive from MidAmerican 100% of its electric energy supply and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any or all properties or accounts listed on such Schedules. Customer will take such actions as requested by MidAmerican to allow for timely enrollment of accounts listed on the Schedules and authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting Customer enrollments to the electric distribution company or local Delivery Company ("Delivery Company") and/or moving any of Customer's properties on or off Delivery Company's applicable tariffs, to permit Customer to receive the electric energy at its properties.

MIDAMERICAN RESPONSIBILITIES. Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer's electric energy supply and applicable related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver electric energy, including amounts for associated transmission and distribution losses as defined by the delivery

and/or transmission tariffs ("Line Loss"), to the Delivery Company interconnecting point and the Delivery Company is responsible for delivery of electric energy to Customer's properties.

TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days written notice; provided, however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement or any related Schedules. Early termination of any Schedules shall constitute an Event of Default and any applicable settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement.

ENERGY DELIVERY. Title to electric energy will pass from MidAmerican to Customer at the Customer's meter(s) (the "Delivery Point(s)"). Each party will comply with all applicable federal and state laws and all applicable industry rules, and delivery and/or transmission tariffs, as amended from time to time.

BILLING AND PAYMENT. Customer will be billed monthly for all electric energy and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges. Customer will pay each bill in full by the due date on the bill. Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law. In the event Customer disputes any portion of an invoice billing, Customer shall pay the undisputed portion of the bill no later than the due date and give notice in writing to MidAmerican of such dispute and the reasons therefore prior to the due date for payment. The parties shall negotiate in good faith to resolve such dispute. If it is determined the Customer owes any portion of the disputed amount, Customer shall immediately pay such amount upon resolution thereof. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

EVENTS OF DEFAULT; REMEDIES. For the purposes of this Agreement; the Events of Default are defined as follows: (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) the removal of any or all properties or accounts listed on such Schedules; (v) fails to provide financial security to the other party within two (2) business days of the other party's demand, when such demand is based on the other party's reasonable good faith belief that the ability

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of the defaulting party to perform its obligations under this Agreement is materially impaired; or (vi) fails to perform any other material obligation imposed upon it by this Agreement. In the Event of Default, the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time during the continuance of such event of default, upon which it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this Agreement. Costs shall include, but not be limited to, reservation fees, reasonable attorneys' fees, and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the nominal value of the economic loss to such party, exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within ten (10) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

FAILURE OF DELIVERY. MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the Delivery Company or transmission provider to provide delivery services or properly perform and/or timely process any Customer enrollments or transmission requests.

NO CONSEQUENTIAL DAMAGES. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

INDEMNIFICATION. Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

FORCE MAJEURE. If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force Majeure. In the event of termination each party shall be

entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within ten (10) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by the affected party could not have been prevented, including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the Delivery Company to provide Delivery Services, inability of the transmission operator to provide transmission services or the curtailment of transmission service or the breakage, accident or failure of transmission and/or distribution facilities. Neither economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all electric energy supply and related services delivered to and consumed at its properties.

WARRANTIES. MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL RESPONSIBILITY. Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential.

ASSIGNMENT. Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

CONFIDENTIALITY. This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law.

SEVERABILITY. If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

NON-WAIVER. Either party's failure at any time to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance at any other time.

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RECORDED CONVERSATIONS. Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer service quality and pricing terms. Unless a party

expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

AGREEMENT NOTICES. All written notices required by this Retail Electric Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Services, LLC	
Company Name:	MidAmerican Energy Services, LLC
Attention to:	Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamericanenergyservices.com

For Customer	
Company Name:	Decatur (City of) IL
Attention to:	
Title:	
Address:	1 Gary K Anderson Plaza
City, State, Zip:	Decatur, IL 62523-1005
Phone No:	(217) 424-2763
Fax No:	
E-mail address:	

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Electric Supplier Agreement.

ELECTRONIC SIGNATURES

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature, that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

MidAmerican Energy Services, LLC

By: _____
 Printed Name: _____
 Title: _____
 Dated: _____

Decatur (City of) IL

By: _____
 Printed Name: _____
 Title: _____
 Dated: _____



Financial Management

DATE: 5/14/2018

MEMO: Letter to the Decatur City Council Financial Management Department 2018 - 05

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Electricity Supply Contract

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award an Electricity Supply Services contract. This resolution will be presented to Council at the May 21st meeting.

BACKGROUND:

The City purchases electricity service to “light up” city owned buildings, traffic signal lights and lampposts throughout the city. The current contract with MidAmerican Energy Services, LLC expires in October 2018.

Requests for Price Proposal were sent to six (6) electricity supply companies. Four (4) suppliers expressed interest in the City business whereby the City is expecting to receive electricity supply price bids from the four (4) suppliers, including, AEP Energy Inc., Constellation NewEnergy Inc., Illinois Power Marketing d/b/a Homefield Energy, and MidAmerican Energy Services, LLC (current electricity and natural gas supplier). These four suppliers are among the largest electricity supply companies in the United States. They are also trusted names in the electricity supply business.

Electricity supply contracts are typically of one to three-year duration. Time length variation is generally buyer driven due to buyer sentiments regarding future price expectations. Longer term contracts generally coincide with the expectation for rising electricity pricing, where shorter contracts generally result from the expectation of declining prices.

Electricity is a commodity and therefore follows the price structure of the commodity market. Price quotations have a short life, price quotes must be acted upon before the close of business on the day of the release of the price quote.

The four (4) suppliers, noted above, are asked to deliver a price quotation to the City Treasurer on Monday May 21, 2018 before 1:00 pm CST covering 1, 2 and 3 year terms. The City Treasurer will review the price quotations with the City energy advisor, CQI, Associates, Principal Richard Anderson, where the electricity supply bid will be chosen and presented to the City Manager for his consent. Upon consent of the City Manager, the City Treasurer will notify the selected supplier to lock the price pending final contract approval by the City Council.

A resolution authorizing the City Manager and City Clerk to execute the supply contract will be presented to the Council for adoption at the May 21st council meeting. The Council approved contract will be executed by the City Manager and City Clerk for delivery by the City Treasurer to the selected supplier on the morning of May 22nd, 2018, securing the locked pricing of the previous days quotation.

The contract price of the selected supplier will be available at the Council meeting including the price quotations from all price bids.

The contract of each of the four (4) suppliers is provided in the council packet.

PRIOR COUNCIL ACTION:

The current contract with MidAmerican Energy Services, LLC was approved with City Council adoption on May 16, 2016 and expires in October, 2018.

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

INPUT FROM OTHER SOURCES:

CQI Associates was engaged providing energy advisory services for the RFP and supplier selection process.

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

BUDGET/TIME IMPLICATIONS:

It is in the best interest of the City to secure supply services prior to the expiration of the current contract so as not to expose the City to potential "default rate" pricing. It is also advantageous for the City to secure future rate pricing before entry into the rising usage periods that may impact offered supplier pricing.

MINTUES OF THE MEETING
OF THE
TRAFFIC AND PARKING COMMISSION

Thursday, April 26, 2018 4:00 p.m.
City Council Chambers
Third Floor, Civic Center

- A. The April 26, 2018, meeting of the Traffic and Parking Commission was called to order at 4:22 p.m. in the City Council Chambers, Third Floor, Decatur Civic Center, by Acting Chairman, Jared Broderick.
- B. Roll Called by Acting Chairman, Jared Broderick:

	Citizen Members	Attendance	Term Expires		Staff Members	Attendance
X	Jared Broderick	6/7	4/4/2019	X	Ed Hurst Police	8/8
				X	Jeff Hott, Fire	1/1
				X	Matt Newell, Engineering	29/30
				X	Joselyn Stewart, Planning	27/29

- C. Reviewed Agenda. Matt Newell motioned to approve the agenda; seconded by Ed Hurst and on call of the roll, Commission Members Broderick, Newell, Hurst, Hott and Stewart voted aye. The Chairman declared the motion carried.
- D. Old Business. None.

NEW BUSINESS

Item #1 Request for handicap parking sign for on-street parking space closest to 1001 North Martin Luther King Jr. Drive.

Griffin Enyart presented the case of a request made from the tenant of 1001 North Martin Luther King Jr. Drive. Tenant lives in a handicap adaptable unit located on the side of the building facing North Martin Luther King Jr. Drive. Off-street parking exists behind the building with handicap parking spaces but tenant would have to walk around the building to get to their unit. Proposed handicap parking spaces would be closer to unit and has a walkway from the street to the sidewalk located on the passenger side of the parking space. While the unit may belong to other tenants in the future who may not have handicap parking privileges, it will still serve a unit more likely to have tenants who have handicap parking privileges

City staff recommends designating a handicap parking sign parking sign in the on-street parking space closest to 1001 North Martin Luther King Jr. Drive.

40
41 Jeff Hott motioned to move forward with designating a handicap parking sign in the on-street
42 parking space closest to 1001 North Martin Luther King Jr. Drive. Seconded by Ed Hurst, and
43 on call of the roll, Commission Members Broderick, Newell, Hurst, Hott and Stewart voted aye.
44 The chairman declared the motion carried.
45

46
47 **Item #2 Request for stop signs at the intersections of East Clay Street and South 22nd**
48 **Place facing South 22nd Place, East Clay Street and South 23rd Street facing**
49 **South 23rd Street, East Clay Street and South 23rd Place facing South 23rd**
50 **Place, and East Clay Street and South Nelson boulevard facing East Clay**
51 **Street.**
52

53 City staff received a request from a resident for stop signs at the intersection of East Decatur
54 Street and South 23rd Street. Upon reviewing the accidents records at this intersection, no
55 accidents have occurred there within the last 5 years. Within the neighborhood bounded by
56 Wood Street to the north, 22nd Street to the west, Nelson Boulevard to the east and Powers
57 Boulevard to the south; only two intersections have any stop or yield signs. Nearly all of the
58 intersections have very low volumes and very few recorded accidents in the last 5 years. In cases
59 where residents are used to uncontrolled intersections, it is usually best to leave them
60 uncontrolled until there is either a major change in traffic or there is an increase in accidents. No
61 stop signs are recommended for the intersection of East Decatur Street and South 23rd Street.
62

63 While most intersections in this neighborhood have very few accidents, a review of accidents
64 showed a higher rate of accidents along each of the intersections along East Clay Street. The
65 intersection of East Clay and South 22nd Place has had 3 accidents within the last 5 years. The
66 intersection of East Clay and South 23rd Street has had 3 accidents within the last 5 years. The
67 intersection of East Clay and South 23rd Place has had 2 accidents within the last 5 years. Based
68 on the traffic volumes shown on the attached documents, the Clay Street intersections have
69 accident rates ranging from 2.7 to 4.4 accidents per million vehicles entering the intersection. For
70 reference the Traffic and Parking Commission usually uses 1.5 accidents per million vehicles as
71 a threshold for requiring stop signs at an uncontrolled intersection. All three exceed that
72 threshold.
73

74 The intersection of East Clay Street and South Nelson Boulevard does not have any traffic or
75 accident data attached but a stop sign exists for the road leaving Overlook Adventure Park. Since
76 that road lines up with Clay Street, it would be proper to treat it as a two way stop controlled
77 intersection.
78

79 East Clay Street has higher traffic volumes than 22nd Place, 23rd Street, and 23rd Place. City staff
80 recommends installing stop signs at the intersections of East Clay Street and South 22nd Place
81 facing South 22nd Place, East Clay Street and South 23rd Street facing South 23rd Street, East
82 Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street and South
83 Nelson Boulevard facing East Clay Street.
84

86
87
88 City staff recommends installing stop signs at the intersections of East Clay Street and South
89 22nd Place facing South 22nd Place, East Clay Street and South 23rd Street facing South 23rd
90 Street, East Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street and
91 South Nelson Boulevard facing East Clay Street.
92

93 Jeff Hott motioned to move forward with installing stop signs at the intersections of East Clay
94 Street and South 22nd Place facing 22nd Place, East Clay Street and South 23rd Street facing South
95 23rd Street, East Clay Street and South 23rd Place facing South 23rd Place, and East Clay Street
96 and South Nelson Boulevard facing East Clay Street. Seconded by Ed Hurst, and on call of the
97 roll, Commission Members Broderick, Newell, Hurst, Hott and Stewart voted aye. The chairman
98 declared the motion carried.
99

100
101
102
103 E. Other Business. None
104
105

106 F. Appearance of Citizens. None
107
108

109 Matt Newell motioned to adjourn the meeting; seconded by Jeff Hott, and on call of the roll,
110 Commission Members Broderick, Newell, Hurst, Hott and Stewart voted aye. The Chairman
111 declared the motion carried.
112

113
114 Meeting adjourned at 4:29p.m.
115

116 Certification
117

118 I, Matthew Newell, Secretary of the Traffic & Parking Commission, do hereby certify that the
119 foregoing is a true and correct copy of the minutes of the Traffic and Parking Commission
120 meeting of April 26, 2018.
121

122
123
124 
125 Matthew Newell, P.E.
126 Secretary
Traffic and Parking Commission

**CITY COUNCIL MEMORANDUM
NO. 2018-05**

May 11, 2018

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 47 – Control of Animals, Fowl and Dogs

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 47, Section 32 allowing for an additional animal exercise run within the City of Decatur's limits.

BACKGROUND: Currently, the City of Decatur prohibits animals from running at large unless the animal is in a designated animal exercise run. The ordinance designates one such animal exercise run, Fido Fields, in Fairview Park. This amendment allows for an additional animal exercise run at Nelson Park dog park.

RECOMMENDATION: Staff recommends that Council pass the proposed amendment.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 47 -
- CONTROL OF ANIMALS, FOWL AND DOGS -

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

Section 1. That Chapter 47 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding language to Section 32. Said Section 32 as so modified, amended and added, shall provide as follows:

32. CITY-DESIGNATED ANIMAL EXERCISE RUN.

The City of Decatur designates “Fido Fields” located in Fairview Park and Nelson Park dog park as animal exercise runs.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of May 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2018.

CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 47 -

- CONTROL OF ANIMALS, FOWL AND DOGS -

32. CITY-DESIGNATED ANIMAL EXERCISE RUN.

The City of Decatur designates Fido Fields located in Fairview Park and Nelson Park dog park as ~~an~~ animal exercise runs.

City Clerk

DATE: 5/10/2018

MEMO: 2018-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Shoreline Classic

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Resolution regarding the Temporary Closing of State Rights-of-Way for the 29th annual Shoreline Classic.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

RESOLUTION NO. R2018-__
**RESOLUTION REGARDING TEMPORARY CLOSING
OF STATE RIGHTS-OF-WAY
COMMUNITY EVENTS
-SHORELINE CLASSIC-**

WHEREAS, the City of Decatur is sponsoring a road race, in the City of Decatur which constitute a public purpose; and,

WHEREAS, this road race will require the temporary closure of IL 105, a State Highway in the City of Decatur from Park Lane to Excelsior Street and from Excelsior Street to Country Club Road; and,

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Decatur that permission to close off IL 105 from Park Lane to Excelsior Street and from Excelsior Street to Country Club Road as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 7:00 a.m. and 9:30 a.m. on September 16, 2018.

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway.

BE IT FURTHER RESOLVED, that the City of Decatur assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Decatur be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Decatur prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Decatur as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Decatur.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Decatur shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Decatur regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Decatur shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PRESENTED, ADOPTED and APPROVED by the Council of the City of Decatur this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Shoreline Classic, 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 Shoreline Classic on the following date and time:

Sunday, September 16, 2018

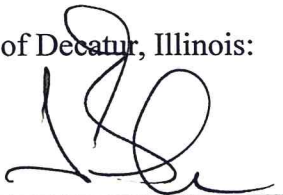
7:00 a.m. – 9:30 a.m.

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 a temporary liquor license 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:

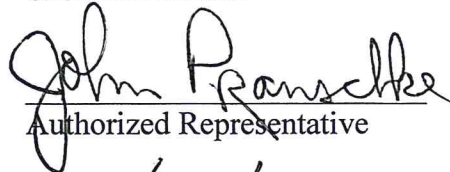


Authorized Representative

4/15/18

Date

For Sponsoring Agency:
Shoreline Classic



Authorized Representative

4/15/2018

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2018

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 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 STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
INSURED Road Runners Club of America/2018 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869	

COVERAGES

CERTIFICATE NUMBER: 2018 \$1M A.I.

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		KRO0000007170900	12/31/2017 12:01 AM	12/31/2018 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Legal Liability to Participant \$1,000,000					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ Unlimited
	OTHER:		Abuse & Molestation			PRODUCTS - COMP/OP AGG \$ 1,000,000
			Aggregate \$5,000,000			Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY		KRO0000007170900	12/31/2017 12:01 AM	12/31/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SPX0000028554500	12/31/2017 12:01 AM	12/31/2018 12:01 AM	Excess Medical \$10,000
						AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 09/16/18 29th Annual Shoreline Classic INSURED RRCA CLUB/EVENT MEMBER: Decatur Running Club, Att'n: John Pranschke, PO Box 3397, Decatur, IL 62524

CERTIFICATE HOLDER**CANCELLATION**

09/16/18 City of Decatur
1 Gary K
Anderson Plaza
Decatur, IL 62523

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

Terry Diller/MMA

Terry R. Diller, CPCU

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15K Loop

- A = Start Line - small parking lot on Lake Shore - NE on Lakeshore Dr
 B = Park Lane (Right)
 C = William St (Right)
 Thru Stop Light
 D = Excelsior Rd (Right)
 E = N. Country Club Rd. (Right)
 F = Cross Route 36
 Continue on S. Country Club
 G = Veer Right at Fork towards Zoo
 H = Lost Bridge Road (Right)
 I = After Bridge Turn Right
 Follow Service Road keeping
 Lake on Right
 Continue on Sidewalk keeping
 Lake on Right
 J = Finish 100 feet past amphitheater
 on Left

 = Mile Mark

5K Out/Back

A = Start/Finish Line - small parking lot on Lake Shore going NE on Lakeshore Dr

B = Eldorado (Left)

C = 35th (Left)

D = Meadow Lane (Right)

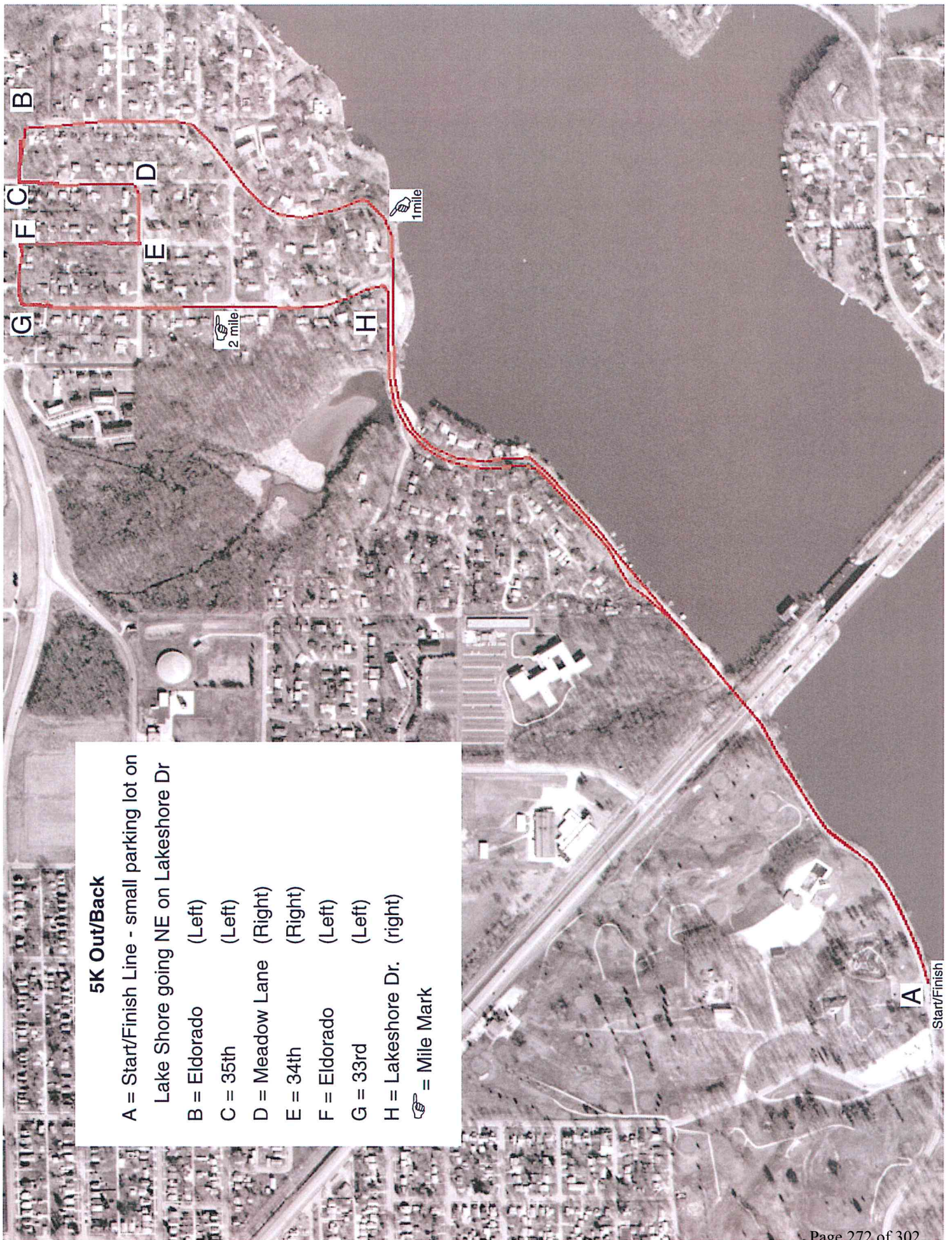
E = 34th (Right)

F = Eldorado (Left)

G = 33rd (Left)

H = Lakeshore Dr. (right)

 = Mile Mark



City Clerk

DATE: 5/10/2018

MEMO: 2018-17

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Firecracker Road Run

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Resolution regarding the Temporary Closing of State Rights-of-Way for the Firecracker Road Run.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documents	Backup Material

RESOLUTION NO. R2018-__

**RESOLUTION REGARDING TEMPORARY CLOSING
OF STATE RIGHTS-OF-WAY
COMMUNITY EVENTS
-FIRECRACKER ROAD RUN-**

WHEREAS, the City of Decatur is sponsoring a road race, in the City of Decatur which constitute a public purpose; and,

WHEREAS, this road race will require the temporary closure of IL 105, a State Highway in the City of Decatur from E. Park Lane Drive to S. Country Club Road and from S. Country Club Road to E. Park Lane Drive; and,

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Decatur that permission to close off IL 105 from E. Park Lane Drive to S. Country Club Road and from S. Country Club Road to E. Park Lane Drive as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 8:00 a.m. and 10:30 a.m. on July 4, 2018.

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway.

BE IT FURTHER RESOLVED, that the City of Decatur assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Decatur be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Decatur prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Decatur as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Decatur.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Decatur shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Decatur regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Decatur shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PRESENTED, ADOPTED and APPROVED by the Council of the City of Decatur this 21st day of May, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Park District, 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, see attached Exhibit A, for the Firecracker Road Run on the following date and time:

Wednesday, July 4, 2018

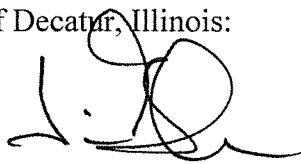
8:00 a.m. – 10:30 a.m.

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 a temporary liquor license 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

5/8/18

Date

For Sponsoring Agency:
Decatur Park District



Authorized Representative

Gabrielle Cliff

5/7/18

Date

Certificate of Coverage

Name and Address of Agency

Park District Risk Management Agency
2033 Burlington Avenue
Lisle, IL 60532-1646
(630) 769-0332

Name and Address of Member

Decatur Park District
620 E. Riverside Drive
Decatur, IL 62521

Scope of Coverage

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the Constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments which are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the Agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	
General Liability x commercial general liability x occurrence x liquor liability	L010118	01/01/2018 - 12/31/2018	Bodily Injury and Property Damage Combined	\$1,000,000
			Personal Injury	\$1,000,000
Automobile Liability x any auto	L010118	01/01/2018 - 12/31/2018	Bodily Injury and Property Damage Combined	\$1,000,000
Workers' Compensation	WC010118	01/01/2018 - 12/31/2018		Statutory
Employer's Liability	WC010118	01/01/2018 - 12/31/2018		\$3,000,000
Property	P0700118	01/01/2018 - 12/31/2018		
Other		01/01/2018 - 12/31/2018		

Description of Operations/Locations/Vehicles/Special Items

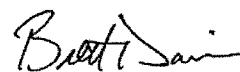
City of Decatur is/are additionally insured for Decatur Park District's road race on 7/4/18.

Coverage is for general liability with respect to the operations of the Decatur Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents or employees.

Certificate Holder

City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62521

Date Issued: 04/04/2018



Authorized Representative

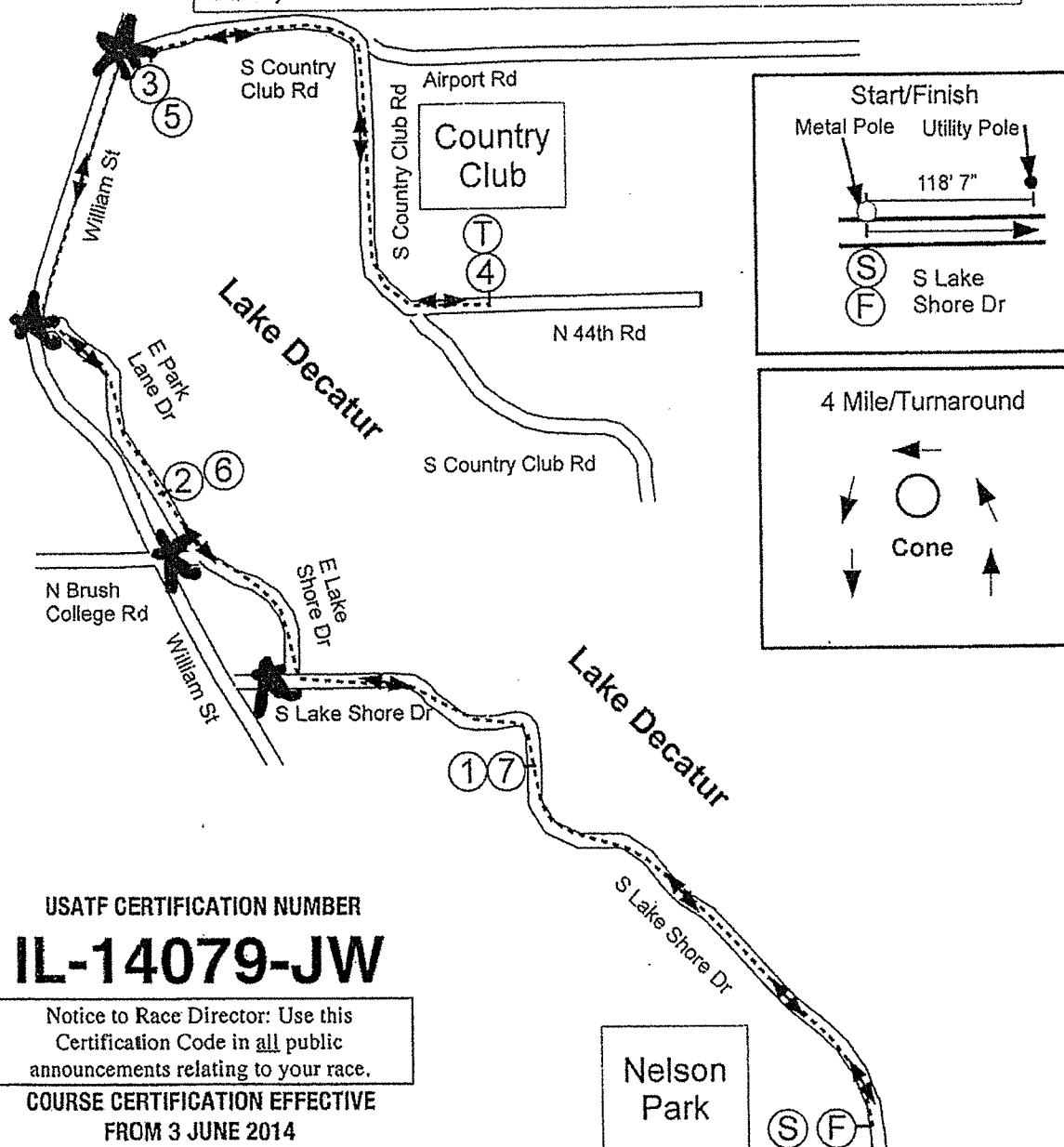


Firecracker 8 Mile Decatur, Illinois

(Measured by Alan Avery
alan@timingiseverything.com)



S/F Start/Finish: 118'7" W of center of U.P. at SE corner of Nelson Park parking lot along Lake Shore Dr, at center of 4" diameter metal pole between concrete planters..
1/7 1 Mile/7 Mile: 55'4" W of center of hydrant at NW corner of S Lake Shore Drive and N 33rd St, across from Lake Decatur parking lot.
2/6 2 Mile/6 Mile: 102'2" E of center of U.P. 15742 at W edge of driveway to 3938 E Park Lane Dr.
3/5 3 Mile/5 Mile: 28'4" S of s'most edge of sewer grate just S of corner of William St and Country Club Rd. Also 4'4" N of center of 2nd U.P. south of this corner..
4/T 4 Mile/Turn: 36'11" N of center of U.P. 3367463 at E edge of driveway to Country Club located at corner of N 44th and Country Club Rd.



USATF CERTIFICATION NUMBER

IL-14079-JW

Notice to Race Director: Use this
Certification Code in all public
announcements relating to your race.

**COURSE CERTIFICATION EFFECTIVE
FROM 3 JUNE 2014
THROUGH 31 DECEMBER 2024**

City Clerk

DATE: 5/10/2018

MEMO: 2018-18

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park -
Decatur Area Arts Council - Arts in Central Park 2018

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor in Central Park for the Arts in Central Park 2018 event sponsored by Decatur Area Arts Council.

ATTACHMENTS:

Description	Type
Resolution	Ordinance
Supporting Documents	Backup Material

ORDINANCE NO. 2018-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
-DECATUR AREA ARTS COUNCIL-
-ARTS IN CENTRAL PARK 2018-**

WHEREAS, the Decatur Area Arts Council has planned its “Arts In Central Park 2018” event, with its Preview Party scheduled for Friday, September 14, 2018; and,

WHEREAS, it is the intention of the Decatur Area Arts Council to serve wine to its patrons age 21 and older for consumption at this event; and

WHEREAS, such consumption of alcoholic liquor 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 Area Arts Council 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 day listed herein, and only on such day, between the hours listed opposite each, the above named alcoholic beverage only may be consumed in Central Park located in downtown Decatur, said day and hours being particularly described as follows:

Friday, September 14, 2018

5:00 p.m. -7:00 p.m.

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 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 21st day of May, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Arts Council, 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 Arts in Central Park on the following dates and time:

Friday, September 14, 2018, 7:00 a.m. through Sunday, September 16, 2018, 7:00 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:

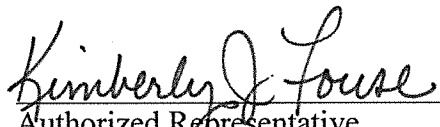


Authorized Representative

3/13/18

Date

For Sponsoring Agency:
Decatur Area Arts Council



Authorized Representative

2.7.18

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: US Client Service	
	PHONE (A/C, No, Ext): 855-840-1046	FAX (A/C, No): 630-694-4401
INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523	E-MAIL ADDRESS: usclientservice@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Frankenmuth Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 13986		

COVERAGES**CERTIFICATE NUMBER:** 456621824**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:	Y		CPP6217831	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA6217831	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CPP6217831	4/1/2017	4/1/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6217831	4/1/2017	4/1/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Liquor Liability			CPP6217831	4/1/2017	4/1/2018	Occ & Agg \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Decatur, Illinois is named as additional insured for the liability evidenced above rising from the operations of the named insured for Arts in Central Park 2018:
Friday, September 14, 2018 - noon to 7:30 p.m.
Saturday, September 15, 2018 - 9:00 a.m. to 6:00 p.m.
Sunday, September 16, 2018 - 9:00 a.m. to 6:00 p.m.

CERTIFICATE HOLDERCity of Decatur Illinois
1 Gary K. Anderson Plaza
Decatur IL 62523-1196**CANCELLATION**

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

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City Clerk

DATE: 5/14/2018

MEMO: 2018-19

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Appointment - DCDF

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Raymond Lai to DCDF.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Raymond Lai

DCDF

5/1/2019

DATED this 21st day of May, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 21st day of May, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 21st day of May, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/14/2018

MEMO: 2018-18

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Reappointments - DCDF

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of William Francisco, Tim Gleason, Glen Livingston, Julie Moore Wolfe, Tony Wilkins, and Gregg Zientara to DCDF.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

William Francisco	DCDF	05/01/2019
Tim Gleason	DCDF	05/01/2019
Glenn Livingston	DCDF	05/01/2019
Julie Moore Wolfe	DCDF	05/01/2019
Tony Wilkins	DCDF	05/01/2019
Gregg Zientara	DCDF	05/01/2019

DATED this 21st day of May, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R _____

RESOLUTION APPROVING REAPPOINTMENTS

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

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

PRESENTED AND ADOPTED this 21st day of May, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 21st day of May, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/14/2018

MEMO: 2018-06

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: April 2018 Monthly Reports

ATTACHMENTS:

Description	Type
City Clerk	Cover Memo
Economic & Community Development	Cover Memo
IT	Cover Memo
Police	Cover Memo
Public Works	Cover Memo
Human Resources	Cover Memo
Fire	Cover Memo

City Clerk's Office

April 2018 Month End Report

- Attended and prepared minutes for two City Council meetings.
- Received and processed 20 Freedom of Information requests.
- Sent out 184 liquor license renewal packets for 2018-2019. Liquor license renewals due June 1, 2018.

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
MONTHLY REPORT
(APRIL, 2018)**

ECONOMIC DEVELOPMENT DIVISION

The division had 9 new and separate inquiries in April for possible projects with 5 meetings related specifically to ongoing initiatives. We have ongoing economic development projects both in the planning stage and under way. We also had 2 ribbon cuttings in March and there are several more scheduled for May 2018 including Vein and Vascular Institute at DMH on May 15th. As of last week, there were 1031 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 77 jobs, Decatur Public School District #61 with 34 jobs, and DMH at 25 jobs. There are 5808 jobs listed on the Illinois Department of Employment Services website in the Central Illinois Region with the top three being Healthcare with 861 jobs, Transportation with 731 jobs, and Sales related occupations with 596 jobs.

Here is a snapshot comparison of April 2017 and April 2018 of the top six occupations with the most online job ads in the State of Illinois.

Top Six Occupations with the Most Online Job Ads in Illinois	Online Ads April 2017	Online Ads April 2018
Heavy and Tractor-Trailer Truck Drivers	6,261	10,300
Registered Nurses	8,523	6,773
Software Developers, Applications	3,775	4,475
Retail Salespersons	4,565	4,019
First-Line Supervisors of Retail Sales Workers	4,504	3,784
Marketing Managers	3,326	3,598

This chart shows the jobs we have all been talking about pertaining to Truck Drivers, Registered Nurses and Software Developer jobs. Although many Registered Nursing positions have been filled, there is still a great shortage. The chart also shows the downward trend of retail salespersons and first-line supervisors as the retail industry keeps shrinking.

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 April, staff in conjunction with other city departments reviewed 10 submittals which included 5 site plans, 3 zoning letters and 2 plats. Additionally, staff processed 1 Plan Commission case and 1 Zoning Board of Appeals case.

For the Decatur Urbanized Area Transportation Study (DUATS), staff made preparations for the Technical Committee meeting and the Policy Committee meeting. Staff also worked on the Draft FY 2019 Unified Work Program which was placed on public review for 30 days. Staff also worked on amending the DUATS 3C Agreement with IDOT so that the Transportation Model could be updated by Quetica, LLC a company hired by the City of Decatur.

BUILDING INSPECTIONS DIVISION

We issued a total of 110 permits with a total work value of \$4,564,742. Of those, 5 were commercial remodels with two the largest being the CSL Plasma Center on N. Water Street valued at \$652,000 and the Heritage Behavior Center remodel valued at \$680,000.

PERMIT TYPE	# ISSUED	WORK VALUE
Building	26	\$3,827,720
Demolition	3	238,900
Electrical	16	132,166
Mechanical	18	73,981
Other	14	112,004
Plumbing	25	38,771
Sign	7	141,000
Tent	1	200
TOTAL	110	\$4,564,742

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans that are serviced. Collections continue on delinquent accounts.
- Staff worked with CONO to prepare for FY18 allocation for funding and was approved by City Council.
- Staff continued to qualify homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab, infrastructure projects and potential replacement projects.
- Staff presented information in a mock tour for the America in Bloom competition to be held this summer
- Staff presented to Kiwanians about neighborhood revitalization and services.
- Staff worked with HUD staff on outstanding issues: 70% low-mod benefit, conflict of interest and other requests.
- Staff began working with the Public Works Department to begin another phase of the CDBG Sidewalk project.
- Staff continued processing applications for the Emergency Assistance program.
- Staff attended meetings of partner community organizations.
- Staff held meeting with the local Habitat and the Champaign-Urbana Habitat about a regional CHDO partnership.
- Staff convened the Honorary Street Panel to review an application. The panel decided to recommend approval to City Council.
- Staff began work on grant applications related to community development.

- Staff worked with the Finance Department and the fiscal auditors for the annual audit.
- Staff prepared work write-ups with estimates for the CDBG and HOME Rehab Programs and performed lead walk inspections for potential projects.
- Staff is partnering with HUD to plan and host the statewide Homeless Institute conference in June in Decatur.
- Staff continued planning of the annual National Night Out event to be held in August.

MASS TRANSIT DIVISION

- Decatur Public Transit participated in three special events in April:
Take Back the Night- April 19th
Big Truck Day Show- April 25th
Eisenhower High School Music Program Promotion- April 27th
- On April 23rd, the Downstate Operating Assistance Program Application was submitted.
- The solicitation and required documents for the 2018-17 Concrete Bus Shelter Pad Improvement Project were submitted to IDOT for concurrence. This project will go out for bid in May.
- Staff is planning to meet with Richland Community College in May to discuss the hiring process for Bus Drivers.

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 April.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
APRIL 2018**

NEW CASES	
Health & Safety (72 Hour)	129
Direct to Legal (Repeat Offenders)	9
Housing and Unfit	35
No Garbage Service	8
Nuisance	203
Secure of Abandoned Buildings	15
Weeds	15
TOTAL	
	414

DEMOLITIONS	
New Cases	2
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	127

RE-INSPECTION VISITS	
Code Enforcement	823
Weeds	0
TOTAL	
	823

GARBAGE SERVICE COMPLAINTS	
Received	0

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	96
Weeds	0

INVOICES*	
New Invoices	61
Dollar Amount	\$30,655.88

WEED ABATEMENT	
City Mowed - MCT lots	0
Owner Mowed	0
MCT Lots - Contractor Mowed	0
TOTAL	
	0

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$0.00

* 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.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2018
April

This month, Information Technology Department (IT) staff accomplished the following:

- City Fiber Phase 3 project continues and has underground conduit placed from the CIRDC to Imboden Dr.
- Applied retention policies for all City Email. Two years of Email will be maintained.
- HR systems selection committee chose NEOGOV for our Applicant Tracking System vendor. Contract review nearly completed.
- The City Information Technology Security team continues to identify and reduce data network security risks through better utilization of our security tools.
- Working with Lenel and Tech Systems to expand our physical security access system to the employee entrance in the Civic Center.
- We are continuing to research data storage options for DPD to address exponential data growth for video and cellular dumps.
- Continued researching vendor solutions to provide Session Initiation Protocol (SIP) services for our phone system to replace the older "PRI" technology for outbound calling. This action is expected to save around \$2,000 per month in our phone bill.
- An employee from City Payroll and one from Information Technology attended the Tyler user conference to gather information on utilizing our resource planning system better. The City uses Tyler computer products for most City operations.
- Installed Microsoft Windows updates on 49 virtual and 5 physical servers twice throughout the month of April due to the high number of updates to be applied.
- Working on a Fiber purchase contract to provide City Fiber to Millikin.
- Changed the Code Enforcement and Weeds data management applications to combine the invoice and lien processes. Work is completed and released.
- In April, IT processed 128 Help Desk tickets, resolving 52 on initial call (40.6% First Call Resolution Rate). Out of the 128 tickets logged, 13 service surveys were returned which indicated that they received exceptional service.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason**

FROM: James E. Getz Jr. , Chief of Police

RE: April 2018 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 162 authorized sworn police positions. At end of April 2018 staffing was at 155. 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
<u>Police Patrol Officer</u>	<u>137</u>	<u>133</u>	<u>131</u>
TOTAL	162	158	155

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
<u>Part-time FOIA Officer</u>	<u>2</u>	<u>2</u>	<u>2</u>
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	4	16
Directed Patrols	34	142
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	42	297
Criminal Arrests	312	1346
Felony Drug Arrests	13	61
Firearms Seized	4	34
Traffic Citations	499	2197
Field Interviews	70	297
Written Warnings	249	1551
Calls for Service/CAD incidents	4156	16077
Unlawful use of Motor Vehicle tows	95	463
Driving Under the Influence Arrests (DUI)	17	108
DUI involving accidents	3	34
Fatal Accidents	1	3
Traffic Accidents	188	886
Accidents with Personal Injury	42	133
City Ordinances Arrests	48	156

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
31	54	18	61

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	3001 grams	40085 grams @ \$10-gram	\$400,850
Cocaine-Powder	8 grams	63 grams @ \$100-gram	\$6,300
Cocaine-Crack	31 grams	72 grams @ \$100-gram	\$7,200
Heroin	16 grams	122 grams @ \$300-gram	\$36,600
Ecstasy	0 hits	0 @ 20 hit	\$0
Meth	0 grams	687 grams @ 100-gram	\$68,700
K-2/Pills:	146	1686	
Search Warrants: 5		YTD: 15	
US Currency Seized: \$16,167		YTD: \$122,871	
Firearms seized: 3		YTD: 9	
Vehicles seized: 0		YTD: 2	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 111	YTD: 463
Cases closed/resolved: 45	YTD: 249
Criminal Arrests: 34	YTD: 212
Homicides: 0	YTD: 1
Infant Death Investigations: 0	YTD: 1
Suicide Detective Investigations: 0	YTD: 3
Missing person Investigations: 3	YTD: 32
Computer forensic Exams: 3	YTD: 11
Sex Offenders Registered: 80	YTD: 331

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: 32	YTD fugitive arrests: 121
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Freedom of Information (FOIA)

The Professional Standards Unit received 238 Freedom of Information Act requests for the month.

Total requests YTD in 2018- 987

**Public Works Department
Monthly Activity Report
April 2018**

Engineering:

7th Ward Sewer Rehabilitation: The project is completed.

McKinley Avenue Sewer Rehabilitation: An engineering agreement was approved by Council with Chastain & Associates 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: This project is currently being designed. The planned project is to rehabilitate Airport Road between Rt. 36 and Country Club Road.

2018 City MFT Street Improvement Project: This project was approved by Council on May 7, 2018. Work is planned to begin by the end of May.

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. The IEPA has approved the loan and the project. Work began May 30, 2017. Work is completed through Nelson Park along with some work in the south portion of the neighborhood. Work is planned to resume in June, with completion expected in late 2018.

2017 Water Main Replacement Project: 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 currently being completed.

2018 Water Main Replacement Project: Council approved a contract with Burdick Plumbing and Heating on May 7, 2018. The project location is the neighborhood west of MacArthur High School. Work is to begin late May and be completed spring of 2019.

MUNICIPAL SERVICES MONTHLY DATA 04/02/18 – 04/24/18

TASKS	QUANTITY	MANHOURS	OTHER INFO
Potholes Patched	4,484 each	509 hours	
72 Hour Cleanups	77 each	210.5 hours	
Grade Alleys	3,698.23 lin. ft.	54 hrs.	
Sanitary Sewer Cleaning	31,198 lin. ft.	308 hours	
Street Sweeping	3,004,627 lin. ft.	344.7 hours	
Concrete Cuts	21 each	435.7 hours	

**Water Production Division
Monthly Activity Report
April 2018**

Lake Decatur Dredging Basins 1 through 4: Construction work began to increase the height of the Oakley sediment storage berms. Since Great Lakes Dredge & Dock began dredging in November 2014, a total of 8,814,387 cubic yards of sediment has been removed from the lake, which is 82% of the contract amount, including over dredging, or 43 days of additional water supply.

Lake Decatur Landscape Maintenance: Bids were solicited for this year's project on the north side of the William Street Bridge.

Lake Services: Began seasonal mowing, garbage removal and barge delivery services. Completed Lost Bridge Road boat ramp repairs and began Nelson Park boat ramp repairs. Continued interviewing Lake Patrol candidates, performing boat safety inspections and dredging contractor worksite inspections. Participated in the department's snow and ice control operations.

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: Continued work on the Village of Harristown Water Agreement, SWTP Risk Management Plan, 2018 Water Quality Report and Additional Water Supply Plan RFP. Researched a solar power proposal for the South Water Treatment Plant. Assisted the Nature Conservancy with a Lake Decatur watershed improvement modelling study. Many division staff attended the City's health fair.

Water Production: The level of Lake Decatur was maintained at an average of 613.9 feet above mean sea level (94% full) which is normal for April. 559.71 million gallons of potable water were pumped to customers which was 4.3% more than April 2017. Numerous water facilities maintenance tasks and repairs were completed.

HUMAN RESOURCES DEPARTMENT
Monthly Report of Priorities and Projects
Fiscal Year 2018
April 2018

Human Resources Division

This month, Human Resources Department staff accomplished the following:

- Attended the monthly Civil Service Commission; Human Relations Commission and Labor Management meetings;
- Attended the monthly SHRM meeting-Legislative Updates Regarding Changes in Employment Law;
- In collaboration with the Director of IT reviewed the terms of NEOGOV agreement in preparation to proceed with the selection of an ATS.
- On-boarded one (1) Water Customer Service Representative and ten (10) Lake Patrol Personnel; began recruitment process for positions critical to City operations such as Engineering Tech I and II, Civil Engineer, Water Metering Supervisor, and Senior Planner.
- Coordinated the Annual Health Fair (315 attendees) and assisted with the Coordination of the Health Risk Assessments (306 participants).



DECATUR FIRE DEPARTMENT

MEMORANDUM

18-04

May 7, 2018

TO: Tim Gleason, City Manager

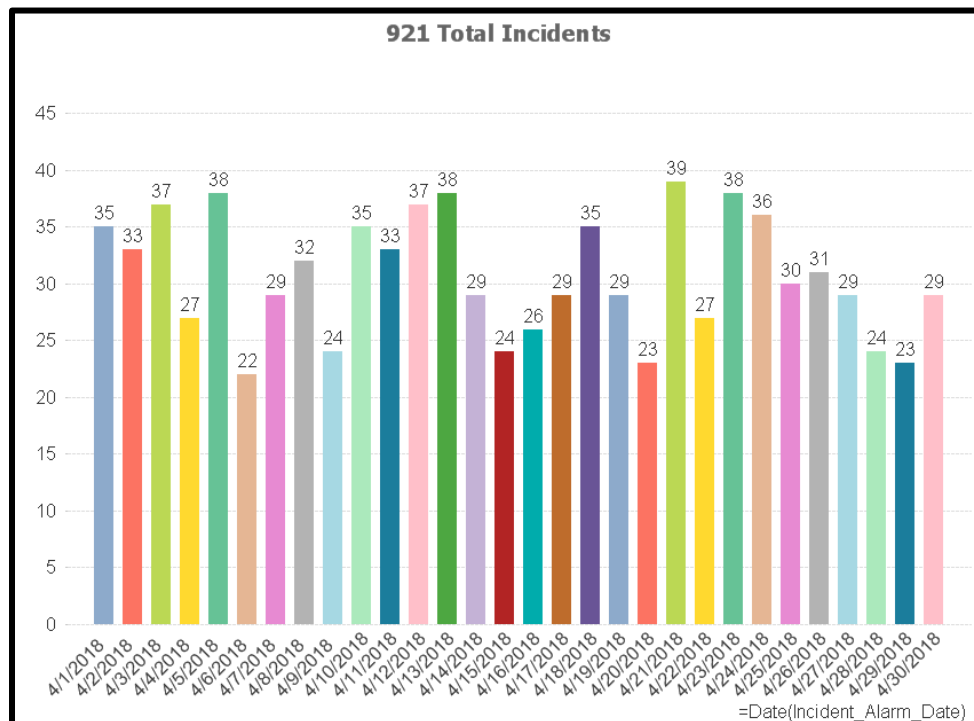
FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – April 2018

The fire department responded to 921 alarms in April. To date, the department has responded to 3735 alarms in 2018. There were 40 fires in April ranging from building fires to dumpster fires. There have been 107 fires so far this year.

The department spent April conducting our yearly fire hydrant testing. We have all fire companies testing 1200 fire hydrants during the month. This is roughly one-quarter of all the city's fire hydrants. The hydrants are tested to ensure that they are functioning correctly when they are needed to supply water at fires.

Meetings were held with Dewberry to finalize the design of the new station 5, and the property purchase for station 5 was completed. Bid documents are being drafted now so that the bidding on the project can begin in June. Construction of the new station could begin in August if no delays are experienced.

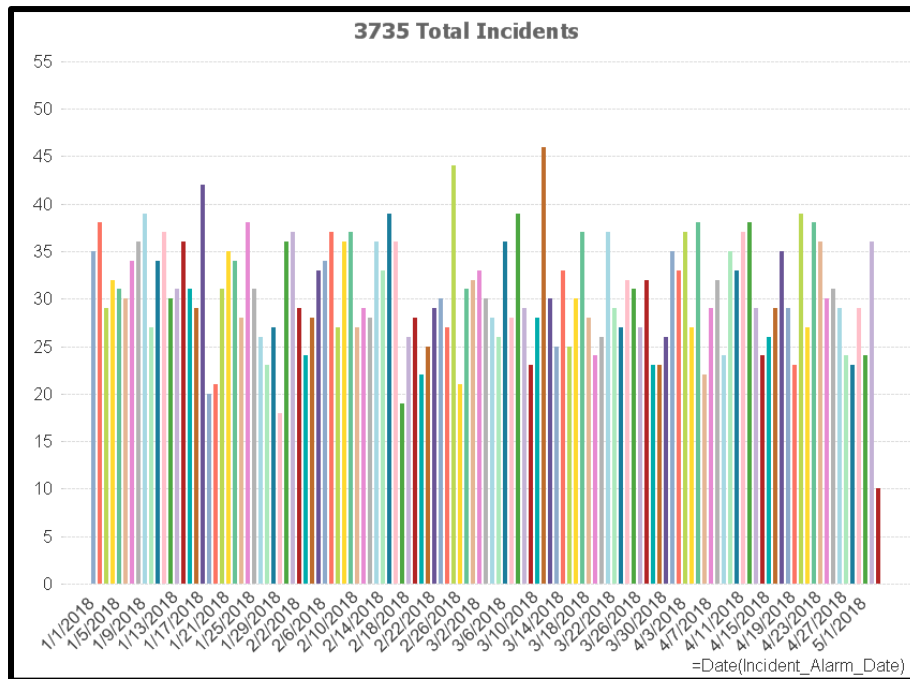




DECATUR FIRE DEPARTMENT

MEMORANDUM

18-04



Fire Prevention Division:

As always, April proved to be a very busy month for the Fire Prevention Division. Inspectors investigated 13 fires in April. 10 were classified as accidental; 2 were listed as undetermined; And 1 was incendiary. April is also the month for hotel/motel inspections and Inspectors logged 51 inspections. 18 key boxes were installed or removed and 9 smoke and/or carbon monoxide detectors were installed during the key box visit. Inspectors also conducted 8 plan reviews and followed up on 4 citizen complaints. Last but not least, Inspectors provided 4 fire prevention presentations to requesting groups within the community.

Training Division:

The main focus during April was completing hydrant testing. But, we managed to conduct refresher training on how our 4 Gas Monitors work and do auto extrication training during April. On April 25th, a joint training exercise was conducted with the Springfield Fire Department and Decatur Fire Department's Technical Rescue Teams (TRT) at Progress City.