



**Monday, February 1, 2016
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Minutes of January 19, 2016 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Approving Expenditure Mixer Gear Box Emergency Repair at the South Water Treatment Plant
3. Resolution Authorizing The Execution Of A Service Agreement For The Supply of Electricity For Residential and Small Commercial Retail Customers Who Do Not Opt Out OF Such A Program (Electric Aggregation)
4. Resolution Authorizing Amendment to Services Agreement with Good Energy, L.P. for Professional Energy Consulting Services and Procurement in Relation to a Program for the Aggregation of Residential and Small Commercial Electric Accounts on an Opt-Out Basis
5. Resolution Authorizing An Agreement With Agricultural Watershed Institute - Watershed Research and Education
6. Resolution Authorizing Approval of Estimate Cummins Crosspoint for a Remanufactured Engine
7. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.

- A. Resolution Approving Appointment to the Library Board
- B. Resolution Accepting Bids for Ammunition - Police Department

VI. Other Business

VII. Recess to Study Session

Goal Setting Review

Local Motor Fuel Tax

Treasurer's Financial Report

VIII. Adjournment

Council Information - Macon Co. Soil & Water Conservation District Lake
Decatur Watershed Protection Program – 4th Quarter

Council Information - Macon Co. Soil & Water Conservation District Lake
Decatur Watershed Protection Program – Year End Report

CITY COUNCIL MINUTES
Tuesday, January 19, 2016

On Tuesday, January 19, 2016, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Dana Ray. Councilman Jerry Dawson was absent. Six members present; one member absent. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

The minutes of December 21, 2015 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilman Lisa Gregory, and on call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Councilman Dana Ray abstained. Five ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

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

This being the time set aside for Proclamations and Recognitions, Mayor Julie Moore Wolfe announced there would be two recognitions given by City Manager Tim Gleason. City Manager Tim Gleason congratulated Police Chief Brad Sweeney on his recent graduation from the F.B.I. National Academy in December 2015. City Manager Tim Gleason congratulated Finance Director Gregg Zientara for the Certificate of Achievement for Excellence in Financial Reporting awarded to the City of Decatur by the Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Report.

2016-01 Ordinance Amending City Code Chapter 6 – City Council.

Councilman Lisa Gregory moved the Ordinance do pass; seconded by Councilman Pat McDaniel. City Manager Tim Gleason explained the proposed Ordinance is a desire to move the audience portion of the agenda to the beginning of the agenda.

Comments from citizens:

John Phillips shared his concerns in regards to moving the citizen's comments to the beginning of the meeting. Mr. Phillips felt the action sends a message that the citizens are wasting Council's time. The problem with moving the comments to the front of the agenda would be citizens would have to be knowledgeable about the item beforehand. Mr. Phillips would rather comment on the agenda item during the Council's discussion on the item.

Sherry Procarione stated moving the appearance of citizens to the beginning of the meeting robs citizens of addressing issues that come up during the meeting.

Comments from Council:

Councilman Pat McDaniel stated he would like to explore the idea of keeping the citizens comments to two to three minutes on an agenda item.

Councilman Dana Ray was in favor of moving appearance of citizens to the beginning of the agenda, but she didn't want to limit citizens' ability to speak in between each item as it is presented.

Councilman Pat McDaniel moved to table the item.

Corporate Counsel Wendy Morthland explained the Ordinance only moves the appearance of citizens to the beginning. The Mayor as Chair controls the public comments. The Council has to be consistent in allowing public comments.

Councilman Dana Ray wanted to be uniform in where the Council is going to allow citizens to speak.

Councilman Bill Faber said there seems to a misunderstanding with this topic and he would support Councilman Pat McDaniel's suggestion to table the item until Council understands what is before it

City Manager Tim Gleason explained the Ordinance is doing nothing more than moving the appearance of citizens to the beginning of the agenda.

Councilman Pat McDaniel withdrew his motion to table the item; Councilman Bill Faber withdrew his second.

On call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-01 Resolution Authorizing Consulting Services Agreement – Ann L. Schneider and Associated, LLC.

Councilman Lisa Gregory moved the Resolution do pass; seconded by Councilman Dana Ray.

City Manager Tim Gleason explained the agreement was for contracting consulting services with Ann L. Schneider to oversee all items related to transportation for the City. The next item on the Agenda is an Intergovernmental Agreement with Macon County where they would share equally the cost of the agreement.

Comment from the audience:

Miranda Rothrock with the Greater Decatur Chamber of Commerce expressed the Chamber is very much in favor of this intergovernmental agreement. The Chamber thinks it is a very wise move on behalf of both the City and the County.

Comments from the Council:

Councilman Bill Faber asked what the interplay was with the Inland Port. City Manager Tim Gleason said our City and Regional transportation priorities are improvements to Brush College and the eastern beltway. Councilman Bill Faber explained that one of the primary beneficiaries of this transportation improvement will be Archer Daniel Midland (ADM) and suggested the City approach ADM and ask ADM to be a partner with this community and pay for this consulting service that will benefit ADM greatly one day and help the City with their budgetary crunch. Councilman Pat McDaniel suggested splitting the cost three ways with the EDC. City Manager Tim Gleason explained the City and County will jointly run the lead on what our transportation needs are. At the point of construction those conversations that Council suggested will occur.

On call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-02 Resolution Authorizing Intergovernmental Agreement City of Decatur, Illinois – County of Macon.

Councilman Dana Ray moved the Resolution do pass; seconded by Councilman Lisa Gregory.

Comments from the Citizens:

Sherry Procarione asked if a decision had already been made about the beltway going on the east or west side of Decatur. Mayor Julie Moore Wolfe explained there is a path in the environmental impact studies that show where the beltway would go. Councilman Lisa Gregory shared this is an exciting opportunity because it displays an effort of coordination between two of the largest units of government and will provide cost savings.

On call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-02 Ordinance Appropriating Additional Funds for Certain Departmental and Civil City Operations in Fiscal Year Ending December 31, 2015.

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

R2016-03 Resolution Authorizing a Project Manual Contract with DN Tanks, Inc. for William Street and South Water Treatment Plant Reservoir Rehabilitation.

Councilman Dana Ray moved the Resolution do pass; seconded by Councilman Lisa Gregory.

City Manager Tim Gleason asked Council for approval of this bid for cleaning and painting of two reservoir tanks.

Councilman Bill Faber asked why the bids were so far apart. Jerry Stevens Engineering Services Coordinator for the Water Management Services explained the firm with the higher amount had to subcontract out to other firms and that raised their price considerably. The firm does work on steel tanks but not concrete tanks normally, so they had to get subcontractors to do the work. Both contractors came in and visually looked at the tanks so they both understood the work that needs to be done. Councilman Bill Faber thanked Mr. Stevens for the work they do to provide a quality water system for our community.

On call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-03 Ordinance Rezoning Property R-3 Single Family Residence District to B-1 Neighborhood Shopping District 1402 and 1412 East Hickory Street.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Lisa Gregory.

Mary Cave Project Engineer and Manager with Chastain's and Associates representing the petitioners and owner of the properties at 1402 and 1412 East Hickory Street shared the building was originally built as a neighborhood store and it is vacant at this time and the owner wishes to remodel the store and open it as a small neighborhood convenience store.

Charles Ricks has lived across the street from this location for 35 years and he said there has never been a store there. He asked Council if there was anything they could do to make sure it isn't a liquor store. Mr. Tyus said the City can impose limitations as part of the licensing process and there are limitations in place.

On call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-04 Resolution Authorizing Redevelopment Agreement FirsTech, Inc.

Councilman Dana Ray moved the Resolution do pass; seconded by Councilman Lisa Gregory.

Economic Development Officer Patrick Hoban said this is a great project for three reasons; it is a retention and expansion project, where the premises is located, and the City did comparisons to other development agreement in the past. It is a \$3.8 million dollar remodel project, 50 jobs, with hopefully 10 to 15 percent growth in the next two years.

Councilman Chris Funk stated he would abstain from the vote because the owner is one of his employer's primary competitors.

Councilman Bill Faber inquired about the incentives provided. Mr. Hoban explained if there is an increment FirsTech will receive some assistance.

Sherry Procarione said if the Council was going to help this company they should help every business. Mr. Hoban said the Enterprise Zone Program is available to any business within the City if they make an investment along with sales tax abatement for building materials.

On call of the roll, Councilmen Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Chris Funk abstained. Five ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through D and asked if any Council member wished to have an item removed from Consent Calendar. The Clerk read Items A - D:

- A. Receiving and Filing of Minutes of Boards.
- B. R2016-05 Resolution Repealing Resolution No. 37884 – Investment Advisory Committee.
- C. 2016-04 Ordinance Repealing City Code Chapter 44.1 Fire Rescue and Response Advisory Board.
- D. 2016-05 Ordinance Repealing Ordinance No. 5420 – Landmark Mall Maintenance Committee

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

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

John Phillips believes gambling is a way to tax the poor in order to cause the City to survive. He hoped Decatur did not need that.

Kent West addressed the housing stock in Decatur. Mr. West asked for safe and clean housing, safe and working electrical, and safe and working plumbing, and sound structure. Mr. West requested Council look at a licensing program so properties can be maintained.

Sherry Procarione wants Council to consider giving people more than three minutes to speak. Ms. Procarione asked Council to make all the cuts possible.

Ada B. Owens shared her disappointment in the Council's selection of filling a vacant Council seat and Council hasn't discussed raising the minimum wage.

Mayor Julie Moore Wolfe called for Other Business. Councilman Lisa Gregory shared that a piece of legislation passed that provided the needed teeth for the Police Department to enforce synthetic drugs regulations. Councilman Gregory provided the information with Deputy Chief Jim Getz and she was excited to learn that Deputy Chief Getz had already spoken to the citizens that came before Council and shared their concerns about synthetic drugs. Councilman Gregory also commended Deputy Chief Getz for the tremendous leadership he displayed during Chief Sweeney's leave.

Councilman Lisa Gregory thanked Fire Chief Jeff Abbott for his detailed response to her inquiry on how the Fire Department is seeking efficiencies of operations and she thanked the firemen for the facility maintenance work they do to the fire houses in between fire alarms.

Councilman Bill Faber observed an encounter between a Police Officer and a citizen today at the Police Department and he expressed his appreciation for the way the officer treated the citizen with courtesy and kindness.

Councilman Pat McDaniel said all establishments in Illinois that sell cigarettes have to have a State license permit to sell cigarettes as of January 1, 2016.

Mayor Julie Moore Wolfe called to Recess to a Study Session for the review and setting of Council goals.

Councilman Pat McDaniel moved to recess to Study Session; seconded by Councilman Dana Ray. On call of the roll Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe read an opening statement regarding Council Goal Setting. Council members shared their goal ideas. Mayor Julie Moore Wolfe said there would be more goal setting discussions in the future.

There being no further business, Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilman Dana Ray, and on call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:50 p.m.

Approved _____
Debra G. Bright
City Clerk

Water Management

DATE: 1/27/2016

MEMO: 2016-04

TO: Mayor Julie Moore Wolfe and City Council
Tim Gleason, City Manager

FROM: Keith Alexander, Director of Water Management

SUBJECT: Mixer Gear Box Emergency Repair

SUMMARY RECOMMENDATION: Council adopt the attached Resolution authorizing an expenditure not to exceed \$63,000.00 to Bodine Electric of Decatur for the Mixer Gear Box Emergency Repair at the South Water Treatment Plant.

BACKGROUND:

The South Water Treatment Plant has four mixer gear boxes that are critical components of the four exterior clarifier basins. The basins cannot operate without gear boxes. The gear boxes are all 28 years old. One gear box failed in late December that needed immediate repair.

The reason for the immediate repair is due to the fact that if another gear box fails, the South Water Treatment Plant may not be able to meet all Federal and State drinking water standards. The option to purchase a new gear box was considered but one is not readily available as they are manufactured in Belgium.

On January 13, 2016 City Manager Tim Gleason authorized the repair to begin in advance of Council's approval due to: 1) City staff not having the expertise and equipment to perform the work, and 2) the need to protect and conserve the public health. The authorization is attached.

Bodine Electric of Decatur was assigned to perform the repair as they had the expertise, equipment and labor available to complete the work on time. Bodine Electric of Decatur's quotation (attached) is \$61,210.70. Council is requested to authorize a cost not to exceed \$63,000.00 for the repair in case unforeseen additional work is required to successfully complete the repair.

The work began in January and is scheduled to be completed very soon.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863 or kalexander@decaturil.gov

BUDGET/TIME IMPLICATIONS: Funding is available in the Water Non Lake Capital Budget.

COPY: Randy Weaver, Water Production Maintenance Supervisor

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
January 13, 2016 Emergency Authorization	Backup Material
Bodine Electric of Decatur Quotation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	1/28/2016 - 4:38 PM

RESOLUTION NO. 2016-_____

**RESOLUTION APPROVING EXPENDITURE
MIXER GEAR BOX EMERGENCY REPAIR
AT THE SOUTH WATER TREATMENT PLANT**

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

Section 1. That the Mixer Gear Box Emergency Repair at the South Water Treatment Plant performed by Bodine Electric of Decatur be, and the same is hereby, approved and said payment be made in the amount not to exceed \$63,000.00.

Section 2. That the expenditure is in the best interest of the City of Decatur and is authorized by law.

Section 3. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED and ADOPTED this 1st day of February, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

**WATER MANAGEMENT DEPARTMENT
MEMORANDUM 2016 - 103**

To: Tim Gleason, City Manager
From: Keith Alexander, Director of Water Management KA
RE: Water Management Emergency Repair
Date: January 13, 2016

Emergency Repair Description: The South Water Treatment Plant has four mixer gear boxes that are critical components of the four clarifier basins. The basins cannot operate without a gear box. The gear boxes are all 28 years old. One gear box has failed and is in need of immediate repair. The reason for the immediate repair is due to the fact that if another gear box fails, the South Water Treatment Plant may not be able to meet all Federal and State drinking water standards. The repair will take approximately two weeks. The option to purchase a new gear box was considered but one is not readily available as they are manufactured in Belgium.

Legal Basis for Emergency Action: This event requires immediate action to protect and conserve the public health. Under the definition contained in Chapter 46, Section 1.b. of the Decatur Municipal Code, this event is an emergency.

Pursuant to Chapter 46, Section 2 of the Decatur Municipal Code, the City Manager may declare an emergency based on the facts of the event. Under the emergency powers granted, the City Manager may utilize all available resources of the City as are necessary to respond to the emergency including the purchase of repair services that may exceed \$20,000.

Based on the facts of the event, it is my opinion that an emergency exists and that the City Manager should declare an emergency so that repair services may be purchased from a private contractor. Based on the nature of the repair, cost of the work is expected to be approximately \$61,210.70. I also recommend that Bodine Electric of Decatur be hired to perform the repair services. A quotation is attached.

Emergency Declaration: Based on the facts of the event described in this memorandum and under the authority granted by Chapter 46 of the Decatur Municipal Code, I hereby declare this event to be a water management emergency and authorize the Director of Water Management to purchase repair services to correct the emergency event.

Approved:  1/14/16
Tim Gleason, City Manager Date

Attachment

cc: City Clerk
Director of Finance
Purchasing Supervisor



Bodine Electric of Decatur
1845 North 22nd Street
PO Box 976
Decatur, IL 62525
Phone: (217)423-2597

CUSTOMER QUOTATION

Job: 22917M

Cust #: 017100
CITY OF DECATUR
ONE GARY ANDERSON PLAZA
DECATUR, IL 62523

Ship To #: 000099
SOUTH WASTE TREATMENT PL
RANDALL WEAVER 424 2630
1155 S. MLK JR DR
DECATUR, IL

Job Rcvd
12/18/15

Cust P.O.#	P.O. Rel#	Misc #	Terms Cd
	RS86690		NET 10 DAYS

Nameplate Data:

MOTOR MAKE:HANSEN, SERIAL:1MF30012-G1-TN, HP/KW:20, FRAME:256T, SPEED:1770, VOLTS:460, AMPS:23.8, PHASE:3, CYCLE:60, ENCLOSURE:TEFC, G/B MFG:HANSEN, SERIAL:R03A 085870, TYPE:RDF44-ANR-315, HORSEPOWER:29.5, RATIO:312.85, INPUT RPM:1750

Special Instructions:

HANSEN FOR REPAIR
OLD JOB# 87309M

Description	Price
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RECONDITION LABOR
MACHINE SHOP LABOR
BEARING
TIMKEN
TIMKEN
TIMKEN
TIMKEN
ROLLER BEARING
SEAL
SEAL
LOCKNUT
LOCK WASHER
O-RING CORD
BALL BEARING
DRYWELL
CAST IRON
EZE SLEEVE
EZE SLEEVE
EZE SLEEVE
EZE SLEEVE
7" COLD FINISHED ROUND 1045
FAN
BALANCING LABOR

REMOVAL & INSTALLATION OF GEAR BOX

Continued



Bodine Electric of Decatur
1845 North 22nd Street
PO Box 976
Decatur, IL 62525
Phone: (217)423-2597

CUSTOMER QUOTATION

Job: 22917M

Cust #: 017100
CITY OF DECATUR
ONE GARY ANDERSON PLAZA
DECATUR, IL 62523

Ship To #: 000099
SOUTH WASTE TREATMENT PL
RANDALL WEAVER 424 2630
1155 S. MLK JR DR
DECATUR, IL

Job Rcvd
12/18/15

Cust P.O.#	P.O. Rel#	Misc #	Terms Cd
	RS86690		NET 10 DAYS

Description	Price
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Scope of Repair: Disassemble, Clean &
Polish Gearing, Recondition Motor,
Balance Motor Rotor, Repair (3) Geat
Housing Bearing Fits, Fabricate and
Install New Dry Well, Fabricate &
Install New Bearing Cap, Fabricate &
Install New Shaft, Furnish & Install New
Bearings, Seals, & O-Rings, Assemble,
Shim and Set Gearing, Assemble & Test

ESTIMATED 2 WEEKS ARO TO COMPLETE.

Total:	61,210.70
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Repair Quotation valid for 30 calendar days
from the above date.

Plus Sales Taxes and Freight,
If Applicable.

Quoted By: _____ **Date:** _____
Based Upon Our Standard Terms And Conditions.

Approved By: _____ **Date:** _____

DEVELOPMENT SERVICES MEMORANDUM
No. 15-63

January 28, 2016

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager

SUBJECT: Municipal Electric Aggregation Service Agreement Authorization.

RECOMMENDATION: City staff recommends approval of a resolution authorizing the City Manager or his designee participate in an upcoming round of bidding and to sign a contract with the lowest responsible bidder for local electricity supply as part of the City's Municipal Electric Aggregation program. Staff also recommends approving an amendment to an existing service agreement with Good Energy to provide bid coordination, contract negotiation and management and ongoing program administration.

BACKGROUND: Local residents on November 6, 2012 voted in favor of a referendum allowing the City to proceed with the process of municipal aggregation. With aggregation, State Statute allows a municipality or county to negotiate the purchase of the combined electric supply of its residents and eligible small businesses allowing communities to use the collective group bargaining power of residents to potentially negotiate lower electricity prices than individuals could do on their own. Under Decatur's program, residents have the option to opt out of the program if they so choose.

Two rounds of competitive bidding in 2012 and 2013 between energy suppliers for the right to provide electric service as part of the program both resulted in the selection of Homefield Energy as the Alternate Retail Energy Supplier (ARES) for residential and small commercial accounts. Today there are more than 23,000 participating accounts in Decatur and Good Energy, the city's consultant that assists in the program management estimates that participants have saved more than \$4 million since February 2013 when compared to Ameren Illinois' annual residential rate for corresponding period.

According to Good Energy, the average participant savings is \$215 and the average participant's electric supply cost through the program is \$30.79 per month.

The current energy contract is set to expire in June 2016. Based on a market analysis by Good Energy and recent trends, staff believes that electricity prices will continue to increase in the coming months. To take advantage of current lower energy rates, staff once again recommends that Council give the City Manager or his designee authority to go out to bid for a supplier as part of a consortium of communities and execute an agreement with the lowest responsible bidder. The secured rate would be "locked in" for the term of the agreement once the current contract expires.

Associated with this request is a resolution extending the city's current agreement with Good Energy to assist with the bidding process and follow-up program management. More than 100 communities have committed to continued participation in Good Energy's upcoming bid consortium and we would anticipate getting a better price in part due to the size of the bidding group. Today the company serves 168 communities in the Ameren service territory alone.

This resolution would authorize the manager to enter into agreements that is in substantially the same form as the current contract, attached for your reference.

STAFF REFERENCE: Additional questions can be forwarded to Billy Tyus at 217-424-2727 or btyus@decaturil.gov

BUDGET & TIME IMPLICATIONS: Providing the City Manager or his designee having the authority to enter into the service agreement will ensure an attractive electricity supply price for Decatur residents.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE
AGREEMENT FOR THE SUPPLY OF ELECTRICITY FOR
RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO
DO NOT OPT OUT OF SUCH A PROGRAM (Electric Aggregation)**

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1- 92, permits a city, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City of Decatur provides an opt-out electric aggregation program for eligible electric accounts within its jurisdiction; and

WHEREAS, such aggregation program was authorized by referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, because electricity is a commodity for which supply bids typically are made each morning and expire the same day at the close of business, the City of Decatur must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers; and

WHEREAS, the City of Decatur City Council finds that the best interests of the City of Decatur are served by authorizing the Decatur City Manager to receive and review bids and to accept the bid most beneficial to the City of Decatur, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City of Decatur and to arrange for competitive electric supply to these retail electrical accounts; and

**NOW, THEREFORE, BE IT RESOLVED by the Decatur City Council of Decatur
Illinois, Macon County Illinois, as follows:**

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in full in Section 1.

SECTION 2. The corporate authorities of Decatur Illinois hereby authorize and direct the City Manager or his/her designee to receive and review bids and accept the bid most beneficial to the City of Decatur without further action of the Decatur City Council. The City Manager or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the City of Decatur for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, without further action of the Decatur City Council, with said execution and attestation to take place within the applicable time constraints required by the bidder; provided, however, that the energy price to be paid per kilowatt hour pursuant to the service agreement is less than the default rate currently in effect, resulting in savings for City of Decatur residential and small commercial retail customers.

SECTION 3. All prior actions of the City of Decatur officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

SECTION 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City of Decatur, and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity

supply contract for its Municipal Electricity Opt-Out Aggregation Program exists.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion was made by (Council member) _____, seconded by
(Council member) _____ the Resolution be adopted.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DECATUR, MACON COUNTY,
ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ OF _____, 2016.**

Roll Call Vote:

Ayes:

Nays:

Absent:

APPROVED:

Mayor

ATTEST:

Clerk

EXAMINED AND APPROVED:

Corporation Counsel



Aggregation Program Agreement

This Aggregation Program Agreement is entered into as of this 25th day of September, 2013 ("**Agreement**"), by and between CITY OF DECATUR ("**Aggregator**"), an Illinois municipal corporation, and **Ameren Energy Marketing Company d/b/a/ Homefield Energy** ("**Homefield**"), an Illinois corporation with headquarters located at **1500 Eastport Plaza Drive, Collinsville, Illinois 62234**. Homefield and Aggregator are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads ("**Aggregation**"); and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, Aggregator has received authorization through its referendum to proceed with an "opt-out" Aggregation Program pursuant to the Act; and

WHEREAS, the Aggregator has issued a Request for Proposal on September 16, 2013; and

WHEREAS, Homefield is an ARES registered with, and certified by, the ICC; and

WHEREAS, Aggregator has selected Homefield as the supplier for the Aggregation Program; and

WHEREAS, Aggregator and Homefield desire to establish the rights and obligations of the Parties with respect to the Aggregation, determining a price and supplying the Aggregation and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.



ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Homefield.
- B. **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation" or "Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the Aggregator's jurisdiction for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. **"Aggregation Consultant" or "Consultant"** shall refer to Good Energy, L.P.; the independent consultant with demonstrated expertise in electric supply contracting that has been retained by Aggregator to assist with the implementation of the Aggregation Program.
- E. **"Aggregation Member" or "Member"** shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program, and shall be consistent with the definition of "Eligible Retail Customer" as provided for herein.
- F. **"Aggregation Program" or "Program"** shall mean the program adopted by Aggregator pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. **"Aggregator"** shall mean CITY OF DECATUR, acting by and through its corporate authorities, and authorized Aggregator employees.
- H. **"Aggregator Designee"** shall mean the person (or persons) empowered by Aggregator through ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Aggregator's governing authority or body.
- I. **"Alternative Retail Electric Supplier" or "ARES"** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- J. **"Ameren Illinois" or "Ameren" or "Utility"** shall mean the Ameren Illinois Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within its service area.
- K. **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and

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scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

- L. **"Customer Information"** shall mean information specific to individual Members, and/or Eligible Retail Customers, as applicable, including customer name, address, account number, and usage information.
- M. **"Distribution Service Provider"** or **"DSP"** shall mean the entity responsible for providing local distribution service to Members.
- N. **"Electric Utility"** shall mean Ameren Illinois, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Aggregator's jurisdiction.
- O. **"Eligible Retail Customer"** shall mean a residential and small commercial retail customer of the Utility that is eligible for participation in the Aggregation Program pursuant to 220 ILCS 5/16-102, Section 1-92 of the Act, as well as applicable rules, regulations and utility service tariffs pertaining to retail electric supply, purchase of receivables, and consolidated billing.
- P. **"Extended Term"** is defined in Section 3.A of this Agreement.
- Q. **"Force Majeure Event"** is defined in Section 6.C of this Agreement.
- R. **"ICC"** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- S. **"IPA"** shall mean the Illinois Power Agency as described in 20 ILCS 3855, Section 1-5.
- T. **"Load"** shall mean the total demand for electric energy required to serve the Aggregation Members.
- U. **"Opt-Out"** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- V. **"MISO"** shall mean Midcontinent Independent System Operator, Inc., a Regional Transmission Organization (RTO) that coordinates the movement of wholesale electricity in all or parts of 11 states and the Province of Manitoba, including the Ameren Illinois service territory.
- W. **"PIPP"** shall mean a Percentage of Income Payment Plan created by the Energy Assistance Act, 305 ILCS 20/18, to provide a bill payment assistance program for low-income residential customers.
- X. **"Plan of Operation and Governance"** shall mean the Aggregation Plan of Operation and Governance adopted by Aggregator pursuant to the requirements set forth in Section 1-92 of the Act.
- Y. **"Point of Delivery"** shall be the interconnection between the RTO transmission's DSP's distribution system to which Homefield shall deliver the electricity under the Aggregation Program for delivery by the Electric Utility to the Aggregation Members.
- Z. **"REC"** shall mean Illinois Renewable Portfolio Standard eligible Renewable Energy Credits.
- AA. **"Regulatory Event"** is defined in Section 6.B of this Agreement.
- BB. **"Services"** is defined in Article 5 of this Agreement.
- CC. **"Small Commercial Retail Customer"** shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.



DD. "Term" is defined in Section 3.A of this Agreement.

EE. "Terms and Conditions" is defined in Section 5.B of this Agreement.

ARTICLE 3: TERM

A. Term of Agreement. This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until the Utility's confirmation of Member enrollment with Homefield and shall continue through the (month) June 2016 billing cycle, unless the Utility's BGS-1 default rate is less than the Retail Power Price. Should the Utility's BGS-1 default rate be less than the Retail Power Price, then Aggregator shall notify Homefield of its intent to either continue service from Homefield at the Retail Power Price; terminate the Agreement; or request that Homefield present an alternate proposal to ensure that Aggregation Members are charged the lower of the Retail Power Price or the Utility's BGS-1 default rate. Calculation of the Utility's BGS-1 default rate shall be in accordance with Paragraph Homefield shall have the right to decline to accept a request for a lower price equal to or lesser than the Utilities BGS-1 default rate. To the extent this contract succeeds an earlier aggregation program agreement with Homefield, this contract shall not commence until such time as the term of the preceding agreement has expired.

B. Comparison of Retail Power Price to Utility's BGS-1 default rate. The calculation of the Utility's BGS-1 default rate shall utilize the annually weighted average of the BGS-1 supply rates across all Utility rate zones; the cost of transmission service applicable to customers taking service under the Utility's BGS-1 tariff; and the charges related to the Utility's annual procurement of capacity and energy (supply cost adjustments). The comparison calculation will exclude from the Utility's BGS default rate any charges or credits associated with the Utility's true up of its supply costs (purchased electricity adjustment); and will exclude from the Retail Power Price the costs for additional renewable energy contracted for by the Aggregator above the applicable State of Illinois requirements; and any additional fees charged to Aggregation Members and remitted to the Aggregator or the Aggregation Consultant.

C. Extension. Aggregator and Homefield may extend the Term of this Agreement for additional periods of time by written mutual agreement approved and executed by each of them (each an "**Extended Term**"). Any such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Homefield issuance of a new opt-out notice for the Extended Term to all Aggregation Members. Nothing in this Article related to the Term, or the possibility of agreement to an Extended Term, may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted Aggregator to Homefield shall continue beyond the Term or an approved Extended Term.

D. Notification. In the event Aggregator decides either (a) the Aggregation Program will terminate upon expiration, or (b) that that it would like to renew the Aggregation Program, but with an alternative retail electric supplier other than Homefield, then Aggregator must provide notice to Homefield at least 90 days prior to the first expiration date with any Aggregation Member who has completed the (month) June 2016 billing cycle. In the event Notification is not received in a timely manner, the Parties will negotiate an extension for a price no later than



sixty (60) days prior to the first expiration date with any Aggregation Member who has completed the (month) 1 June 2016 billing cycle. If a notice of termination or renewal is not received, this agreement shall terminate upon the expiration of the term. In the event no extension is agreed upon by the Parties, the Parties will have no obligation to each other to extend the Aggregation Program.

D. Term of Enrollment. Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation is terminated by Aggregator, their participation in the Aggregation Program is terminated by Homefield or the Utility or until this Aggregation Program is terminated, whichever occurs first.

E. Interaction Between Termination Dates of this Agreement and Contracts with its Members. Members initially enrolled in the Aggregation Program shall receive Electric Supply at the Retail Power Price set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Electric Supply will terminate early and the Members will be switched to the Electric Utility's BGS-1 or BGS-2 default rate, where applicable, provided by the Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 200 ILCS 5/Art. IX ("Tariff Service") in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of this Agreement, the Aggregation Program will terminate early and the Aggregation Member may choose another ARES or be switched to Utility default service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging for their supply of energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a member has not selected another supplier, such Member will be switched to Utility default service.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. Aggregator Responsibilities.

1. **Program Responsibilities.** Aggregator shall perform applicable duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.

2. **Customer Information.** Aggregator Consultant or Aggregator Designee shall obtain the Customer Information from Aggregator, or Utility directly, and provide the Customer Information to Homefield for use in the enrollment and opt-out process described in Article 5. Aggregator acknowledges that Homefield is not liable for the completeness or accuracy of the account information included on, or excluded from, the Customer Information data files provided for this purpose. Aggregator further acknowledges that Homefield is not liable for any incremental costs associated with performing additional services to correct errors or omissions resulting from Customer Information data provided by Aggregator or Ameren Illinois.



3. **Notices from Ameren Illinois.** Aggregator shall promptly forward to Homefield any notices received by Aggregator from Ameren Illinois concerning the accounts of Aggregation Members.

4. **No Aggregator Obligations to Provide Services.** The Parties acknowledge and agree that Aggregator is not responsible to provide, and this Agreement shall not be construed to create any responsibility for Aggregator to provide, the Services to any person or entity, including without limitation Homefield, Ameren Illinois, or any Aggregation Member.

5. **No Aggregator Financial Responsibility.** The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of Aggregator to any other person or entity, including without limitation Homefield, Ameren Illinois, or any Aggregation Member.

6. **Compliance with Applicable Law.** Aggregator shall comply with all applicable laws in providing the Service pursuant to this Agreement.

B. Homefield Obligations.

1. **Provision of Services.** Homefield shall provide all of the Services described in Article 5 of this Agreement throughout the Term.

2. **Compliance with Applicable Law.** Homefield shall comply with all applicable requirements of Illinois state law, including the Illinois Power Agency Act, rules and regulations of the ICC, tariffs applicable to the Electric Utility and MISO, and all other applicable federal and state laws, orders, rules and regulations, including the terms and conditions in providing the Services pursuant to this Agreement.

ARTICLE 5: HOMEFIELD SERVICES

Homefield shall supply all of the following services in support of the Program (collectively, the "**Services**"):

A. Electricity Supply.

1. **Electricity Supply.**

- a. **Transmission.** Homefield will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, MISO charges, congestion charges, distribution and transmission losses, and capacity charges. Homefield does not take responsibility for any delivery of services supplied by the Utility or RTO, or for the consequences of the failure to provide such services. Homefield shall not be responsible to Member in the event the Utility or RTO disconnects, suspends, curtails or reduces services to Member in order to facilitate construction, installation,

maintenance, repair, replacement, or inspection of any of the Utility's electrical facilities, or to maintain the safety and reliability of the Utility's electrical system, or due to emergencies, forced outages, potential overloading of the Utility's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the Utility's tariff or any other act or omissions of the Utility.

- b. **Billing.** To the extent allowed by law and the Ameren Illinois tariff, Homefield shall make all arrangements for Aggregation Members to receive a single monthly bill from Ameren Illinois during the Term. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by Ameren Illinois: monthly payments, late payments, delivery charges, monthly service fee, and applicable taxes.
 - c. **Data.** Homefield shall maintain a confidential database recording historical account information for Member accounts that has been provided to Homefield by Ameren Illinois, Aggregator, and/or Consultant or Aggregator Designee. Homefield will provide to the Aggregator and/or its Consultant the initial account list for all Eligible Retail Customers who have been enrolled in the program. Furthermore, Homefield will also provide a list of the Eligible Retail Customers who have initially opted-out of the program. Both lists will be transmitted together in a text-based, comma-delineated file (csv). At a minimum, but not limited to, the files should contain: account number, account name, premise address Line 1, premise address Line 2, premise address Line 3, premise address City, premise address State, premise address Zip Code.
 - d. **Title.** Title to and risk of loss for the electricity sold and delivered to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;
2. **Supply Mix.** Homefield shall be capable of providing the supply mix in Exhibit A.
3. **Delivery Specifications**
- a. **Quality and Measurement.** Homefield agrees that all electricity sold shall be delivered in accordance with applicable MISO and Ameren Illinois rules and tariffs and suitable for delivery to Members.
 - b. **Title.** Homefield warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims up to the Point of Delivery.
 - c. **Delivery.** Homefield shall deliver all electricity supplied to Members at the Point of Delivery to secure delivery to the Aggregation Members.



B. Program Implementation.

1. **Member Service.** Homefield shall maintain certain minimum levels of customer service including:
 - a. **Program Management and Documentation.** Homefield program management and documentation shall be in accordance with this Agreement and Homefield's response to Aggregator's Request for Proposals.
 - b. **Confidentiality.** Homefield and Aggregator shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
 - c. **Customer Service.** Homefield shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to Ameren Illinois, billing questions should be directed to Ameren Illinois or Homefield, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Homefield shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative within two business days.
 - ii. **Internet and Electronic Mail.** Homefield shall establish and maintain a web page providing information to the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing contact information for questions.
 - iii. **Multi-Lingual Services.** Homefield shall provide reasonable customer service for Members requiring Spanish verbal and written assistance.
 - iv. **Hearing Impaired.** Homefield shall provide reasonable customer service for hearing impaired Members.
2. **Enrollments.** Homefield shall perform the following Aggregation account enrollment tasks:



- a. **Opt-Out Period.** Homefield shall conduct an initial Opt-Out Period, which shall be a ____ calendar day period, from the date of postmark, during which eligible residents and small commercial retail customers may opt-out of the Aggregation Program prior to enrollment.

After the initial Opt-Out Process is completed, the Aggregator and Homefield may establish protocols and procedures to hold additional Opt-Out Periods for Eligible Retail Customers that were not mailed Opt-Out notices in earlier Opt-Out Periods within the term of the ongoing aggregation. Any new Eligible Retail Customers shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during prior Opt-Out Periods. However, newly enrolled Eligible Retail Customers will only have the ability to participate in the Aggregation Program for the time remaining in the term of the Agreement with the Homefield. Costs (for example for printing and mailing) associated with subsequent Opt-Out Periods will be paid in the same manner as for the initial Opt-Out Period.

- b. **Opt-Out Notifications.** Homefield shall manage the Opt-Out Period Notification process in cooperation with Aggregator and the Consultant or Aggregator Designee.
- c. **New Accounts.** Homefield shall facilitate the addition of new customer accounts to the Aggregation Program during the Term of this Agreement. Members wishing to opt-in to the Aggregation Program may contact Homefield to obtain enrollment information. Homefield shall clearly state the rate to be charged for new accounts prior to enrollment.
- d. **Moving Within the Aggregator's Jurisdiction.** Homefield shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Aggregator's jurisdiction prior to the expiration of the Term of this Agreement, providing that the Member notifies Homefield of its desire to do so with 30 days' notice.
- e. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of Ameren Illinois and the individual Member. Members will be required to comply with the payment terms of Ameren Illinois. Aggregator is not responsible for late payment or non-payment of any Member account. Neither Aggregator nor Homefield shall have a separate credit or deposit policy concerning Member accounts.
- f. **Reliability of Power Supply.** The Parties acknowledge that the Aggregation Program only affects pricing for the power supply up to the



Point of Delivery and further acknowledge Ameren Illinois will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ameren Illinois. If Members have service reliability problems, they should contact Ameren Illinois for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, Ameren Illinois is required to be the "Provider of Last Resort," meaning that should Homefield fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Ameren Illinois will immediately provide any supplemental electricity to the Members as may be required. Ameren Illinois would then bill Homefield for the power provided on their behalf, and the Members would incur no additional cost therefore.

- g. **Fees Imposition.** Neither Aggregator nor Homefield shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed.
- h. **Enrollment and Disenrollment Charges.** Homefield shall not assess any enrollment, switching, or relocation fees on Aggregation Members. Customers may terminate services from Homefield without penalty if they relocate outside of the Aggregator's governmental boundary. Members who did not opt-out of the Aggregation Program during the opt-out period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee of \$0.
- i. **Enrollment in Homefield Programs.** Homefield agrees not to solicit or contract with Aggregation Program Members outside the Aggregation Program and agrees not to use Aggregation Program Member data and information for any other marketing purposes without written consent from the Aggregator. Nothing herein shall prevent Homefield from soliciting and entering into agreements with retail customers for the supply and delivery of electricity who have not enrolled in the Aggregation Program or who have opted-out. Aggregator recognizes Homefield may have affinity programs or other opportunities to sell and delivery to retail customers located in Aggregator's jurisdiction, and this Agreement does not to bar such actions by Homefield.

C. **Cooperation at the Conclusion of the Aggregation.** Aggregator shall request and Homefield may provide, if legally permissible, from the Electric Utility, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the Electric Utility's records that may be needed to



continue the Program with another ARES. Homefield has no obligation to request such information on behalf of Aggregator or another Alternative Retail Electric Supplier.

D. Retail Power Price. The Retail Power Price is identified in Exhibit A. The Retail Power Price is based on Aggregation Members' historical or projected load data which is considered representative of the combined Retail Power requirements for the proposed Term. The Retail Power Price applies to all Retail Power covered under this Agreement. Retail Power Price also includes charges for distribution energy losses, capacity, MISO transmission charges, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power. The Retail Power Price does not include any charges by the DSP, which are the responsibility of the Member, including but not limited to charges for services under the applicable delivery service tariffs and riders, such as delivery service charge, facilities charges, taxes (either billed for by the Utility or Member self-assessed), environmental, public purpose program, or switching charges as may be applicable from time to time.

ARTICLE 6: REMEDIES AND TERMINATION

A. Remedies. In addition to every other right or remedy provided to a Party under this Agreement, if the other Party fails to comply with any of the provisions of this Agreement (for reason other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the defaulting Party), then the non-defaulting Party may give notice to the defaulting Party specifying that failure.

- 1. Cure Period.** The defaulting Party will have 15 business days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 business days but the it promptly commences a cure and diligently pursues the cure to completion.
- 2. Failure to Cure.** If the defaulting Party fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the defaulting Party fails to promptly commence a cure and diligently pursue the cure to completion, then the non-defaulting Party, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
 - a.** Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the defaulting Party for those purposes.
 - b.** Institute a lawsuit against the defaulting Party for breach of this Agreement and seek remedies and damages as the court may award.



- c. In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this agreement, in addition to any other remedies available at law or in equity.

B. Circumstance Leading to Termination. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** If the defaulting Party fails to comply with any material term or condition of this Agreement, provided the failure continues beyond the Cure Period and written Notice of such failure is provided to the defaulting Party.

Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
- b. Homefield's disqualification as an ARES due to a lapse or revocation of any required license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a willful or wanton deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.

2. **Regulatory Event.** The following shall constitute a "Regulatory Event":

- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determined to be unreasonable or (C) orders a change or modification that affect the Program such that either Party's obligations hereunder are materially changed (including the capacity market changes contemplated in FERC docket ER11-4081), and the charge is not deemed a Force Majeure Event.

- c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. Upon termination of this Agreement as a result of a Regulatory Event, the obligations of Homefield and each Aggregation Member set forth in the Terms and Conditions shall survive termination.

3. **Failure to Schedule and Deliver.** The failure of Homefield to schedule electricity supply to Ameren Illinois for the Aggregation Members, except as permitted under force majeure events.

C. Termination Procedure. Aggregator will give written notice to Homefield of Aggregator's intent to terminate this Agreement pursuant to the provisions of this Agreement ("**Termination Notice**"). The Termination Notice will set forth with specificity the nature of the noncompliance. Homefield will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If Aggregator has not received a response from Homefield, or if Aggregator does not agree with Homefield's response or any remedy proposed by Homefield, then Aggregator will conduct a hearing on the proposed termination. Aggregator will serve notice of that hearing on Homefield at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating Aggregator's intent to terminate this Agreement.

1. **Hearing.** At the hearing, Homefield will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, Aggregator will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
2. **Reimbursement.** The decision of Aggregator must be in writing and delivered to Homefield by certified mail. If the rights and privileges granted to Homefield under this Agreement are terminated, then Homefield, within 14 calendar days after Aggregator's demand, must reimburse Aggregator for all costs and expenses incurred by Aggregator, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by Aggregator.

D. Force Majeure Events. Homefield shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "**Force**



Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Homefield's ability to anticipate or control.

ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

A. Indemnification. Homefield agrees to indemnify and hold Aggregator harmless from any claims, causes of action, damages, judgments, and financial obligations arising from Homefield's negligence, gross negligence, or willful misconduct.

B. Insurance. Contemporaneous with the Homefield's execution of this Agreement, Homefield shall provide certificates of insurance upon request.

C. Limitation of Liability. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

D. Disclaimer. HOMEFIELD DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM MEMBERS DURING FORCE MAJEURE EVENTS. HOMEFIELD WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 8: MISCELLANEOUS

A. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this agreement.

B. Amendment. All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.

C. Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("***Data***"), other than Homefield's confidential



information, will be and remain the sole properties of Aggregator. Homefield must promptly deliver all Data to Aggregator at Aggregator's request. Homefield is responsible for the care and protection of the Data until that delivery. Homefield may retain one copy of the Data for Homefield's records subject to the Homefield's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Homefield shall provide Aggregator with an electronic copy of data defined in Article 5(1) (c) at no cost to Aggregator.

D. Assignment. This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided, however, that upon advance written notice to Aggregator, Homefield may assign this Agreement to an Affiliate without the express authorization of Aggregator, provided that Homefield remains liable for Homefield's obligations hereunder.

E. Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient, from the date of postmark; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

F. Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that Aggregator may have under Federal or state law unless such waiver is expressly stated herein.

G. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in a Circuit Court of the State of Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Central District of Illinois.

H. Exhibits. Exhibits attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

I. Controlling Provisions. In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of the Exhibits shall control.

J. Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision



by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

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

L. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.

M. Authority to Sign Agreement. Homefield warrants to Aggregator that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of Homefield warrants to Aggregator that he is authorized to execute this Agreement in the name of Homefield. Aggregator warrants to Homefield that it has authority to execute, deliver and perform this Agreement.

N. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Aggregator and Homefield and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

O. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

P. Subcontractors. Homefield agrees to employ only those subcontractors that it determines are reasonably necessary. Subcontractors shall be held to the same strict confidentiality standards applicable to Homefield, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve Homefield from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;



2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
6. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH;

B. Additional Representations by Homefield. Homefield hereby further represents to Aggregator, as of the date of this Agreement, that:

1. Homefield shall hold any and all subcontractors to the Confidentiality provision set forth below;
2. Homefield shall obtain and maintain, for the duration of this Agreement, such proof of insurance as Aggregator deems necessary;
3. Homefield shall deliver or cause to be delivered all electricity supplied by Homefield to each Member to the appropriate node locations to effect delivery to the Point of Delivery; and
4. Homefield shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Homefield shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

- A.** Homefield and Aggregator shall not disclose, use, sell or provide customer account



information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.

B. Notwithstanding the foregoing, Homefield and Aggregator may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality.

C. Homefield agrees to give Aggregator and Aggregator will give to Homefield prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.

D. To extent legally permissible and practicable, Homefield shall provide Aggregator and Aggregator shall provide Homefield with sufficient advance notice as to give the other party an opportunity, at the other party's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

E. In response to an order, subpoena, or other legal process, Homefield and Aggregator shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Homefield's legal counsel. In addition, Homefield and Aggregator shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential.

F. Notwithstanding the foregoing, nothing herein shall prevent the use by Homefield or Aggregator of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Homefield or Aggregator from using information in the public domain prior to its disclosure under this Agreement.

G. Homefield acknowledges Aggregator's obligation to provide certain information subject to Freedom of Information Act requests, provided that such requests are within the bounds of the applicable law(s). Homefield expressly reserves the right to protect the confidentiality of all proprietary, confidential, or commercially sensitive information that is not subject to Freedom of Information Act requests or exempt therefrom.



IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

Ameren Energy Marketing Company
d/b/a Homefield Energy:

Community CITY OF DECATUR

Signed: Shawn E. Schukar

Signed: Ryan P. McCrady

Name: Shawn E. Schukar

Name: Ryan P. McCrady

Title: Sr. Vice President

Title: City Manager

Date: 9-26-13

Date: 9/25/2013



TRI-PARTY FEE AGREEMENT

This Fee Agreement ("Agreement") is entered into this ("Effective Date"), by and among Homefield Energy ("Supplier"), Good Energy, L.P. ("Consultant"), and CITY OF DECATUR ("Aggregator"), each of which may be referred to as a "Party" and collectively as "Parties".

WHEREAS, Consultant is in the business of assisting municipalities with the selection of an alternative retail electric supplier ("ARES") for an electric aggregation program, including but not limited to the issuance of Requests For Bids and the review of the responses to these requests; and

WHEREAS, Aggregator has retained Consultant to assist it with respect to its electric aggregation program (the "Program"); and

WHEREAS, Aggregator will receive a fee from Supplier and has also agreed to pay a fee to Consultant for the assistance it provided; and [see 1 below]

WHEREAS, Supplier is an ARES and was selected by Aggregator to serve as the ARES for the Program; and

WHEREAS, Supplier has entered into, or anticipates entering into, an agreement with Aggregator with respect to the Program (the "Program Agreement"); and

WHEREAS, Aggregator prefers for Supplier to collect and remit the fees due the Consultant from the Aggregator in Supplier's general administration of the Program.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Fee.** Aggregator is to be paid \$ 0.001 for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Municipal Fee"). "Participating Customers" means those residential and small commercial accounts that are eligible to participate in the Program pursuant to the Program Agreement, that do not opt-out of the Program, and are actually participating in the Program. The Parties agree that Supplier will to remit the Fee to the Aggregator, pursuant to the terms of this Agreement, and payment of Municipal Fee constitutes the only financial obligation Supplier has to Aggregator.

2. **Fee.** Aggregator has agreed that Consultant is to be paid \$0.00075 for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Consultant Fee"). "Participating Customers" means those residential and small commercial accounts that are eligible to participate in the Program pursuant to the Program Agreement, that do not opt-out of the Program, and are actually participating in the Program. The Parties agree that Supplier will collect the fee for the Aggregator and to remit the Fee to Consultant, for Aggregator, pursuant to the terms of this Agreement, and collection



and remittance of the payment of Consultant Fee constitutes the only financial obligation Supplier has to Consultant with respect to the Consultant Fee.

3. **Payment of Fee.** Payment to Aggregator and Consultant will be made monthly by ACH to the account set forth in Schedule A hereto, *provided* that Supplier has received payment with respect to the electricity used by the Participating Customers. The Fee shall be paid by the last business day of the month based on revenue collected by Supplier with respect to each Participating Customer during the prior calendar month. For example, full payments received for the January billing cycle will be paid by the end of the February billing cycle calendar month. If Supplier determines that it paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this Agreement. In the event that an event of Force Majeure suspends either Supplier's or Participating Customer's obligations to deliver or take delivery, the obligation to pay the Fee shall be similarly suspended for the affected deliveries.
4. **Term.** This Agreement shall be effective on the Effective Date, provided however, the obligation to pay Aggregator and Consultant shall be for in full force and effect for the electricity delivered from Participating Customers' June 2014 meter read through the Participating Customers' (month, year) June 2016 meter read (subject to the requirements of Sections 1 and 2 above) (the "Term"). In no event is Supplier obligated to pay the subject fees for Participating Customers prior to their switching to or after switching from Supplier's ARES service.
5. **Termination.** This Agreement will be subject to immediate termination (a) at the end of the Term or (b) if (1) a Party is in default of any of its obligations or duties under this Agreement and the non-defaulting Party elects to terminate; (2) a Party files bankruptcy, goes into compulsory liquidation, or if any Party makes an assignment of this Agreement or amounts due hereunder for the benefit of creditors; or (3) termination of the Program Agreement resulting in the termination of service to the Participating Customers; or (4) the Program Agreement contains a requirement for Supplier to either match the utility's posted rate during the initial term of the Program Agreement if the utility's posted rate drops below the Program Agreement rate or return the Participating Customers to the utility's service, and Supplier elects to return the Participating Customers to the utility's service. Upon termination, Aggregator and Consultant will not receive any further payments with respect to the Program absent written agreement by Consultant, Supplier and Aggregator. Upon termination, this Agreement shall be of no further force or effect except with respect to obligations incurred prior to termination and those that survive termination. Fee payments which are due and owing prior to termination of this Agreement shall remain due and owing Consultant until the end of the Term.
6. **Indemnity.** The Aggregator agrees to hold harmless and to indemnify Supplier for all acts or omissions performed or omitted by the Supplier on behalf of the Aggregator, where those acts or omissions are authorized by the Aggregator and are fully and properly performed in accordance with the ~~Township or Municipality's~~ instructions or directives.
aggregator
7. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile in accordance with the information set forth in Schedule A hereto. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if



received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

8. **Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER SUPPLIER, NOR CONSULTANT, NOR ^{aggregator} ~~«Township or Municipality»~~, NOR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, CONTRACTORS, OR EMPLOYEES), SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR TO ITS PARENTS, PARTNERS, OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, CUSTOMERS, SUCCESSORS OR ASSIGNS, OR TO ANY OF THEIR RESPECTIVE INSURERS, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION HERewith (OTHER THAN PAYMENTS EXPRESSLY REQUIRED AND PROPERLY DUE UNDER THIS AGREEMENT), IRRESPECTIVE OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, WHETHER OF HOMEFIELD, CONTRACTOR OR OTHERS), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE, AND REGARDLESS WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED HOWEVER IN NO EVENT SHALL SUPPLIER'S LIABILITY, FOR ANY REASON UNDER THIS AGREEMENT, EXCEED THE AMOUNT PAYABLE HEREUNDER.

9. **Miscellaneous**

a. **Independent Contractor.** The Parties agree that Consultant is not an agent or employee of Supplier for any purpose. All expenses which are incurred by Consultant in connection with this Agreement shall be borne wholly and completely by Consultant. Consultant shall be responsible for all state, federal, and local taxes, including estimated taxes and social security; and employment reporting for Consultant or any employees or agents of Consultant.

b. **Compliance with Laws, Permits, and License Requirements.** Each Party shall, at its sole cost and expense, comply with all federal, state and local laws applicable to it relating to this Agreement and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.

c. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles.

d. **Merger of Agreement.** This Agreement contains the entire understanding among the Parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. No representations, warranties or promises have been made or relied upon by any Party hereto other than as set forth herein. Any changes, modifications, or additions to this Agreement shall be made by mutual agreement in writing signed by all Parties.



e. **Non-Waiver.** A waiver by a Party of any breach of any covenant, condition or provision (whether expressed, implied or otherwise) herein contained shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or provision. The remittance or acceptance of a Fee hereunder for any period shall not be deemed to be a waiver of any default or breach hereunder.

f. **Captions.** All titles and subject headings are provided for the purpose of reference and convenience and are not intended to be construed as interpretations of text.

g. **No Third Party Beneficiaries.** Aggregator and Consultant acknowledge and agree that the terms and conditions between Supplier and Participating Customers govern the relationship between such Participating Customers and Supplier. Aggregator and Consultant are not parties to or intended third-party beneficiaries of any such Participating Customer terms and conditions. There are no third party beneficiaries to this Agreement.

h. **No Assignment/Binding Agreement.** This Agreement may not be assigned by any one of the Parties without obtaining the written consent of the other Parties, which consent shall not be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively.

HOMEFIELD ENERGY

IN WITNESS WHEREOF, the Parties have duly executed this on the dates set forth below. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

Supplier: Homefield Energy	Consultant: Good Energy LP	Aggregator: <u>CITY OF DECATUR</u>
By: <u>Shawn S. Schiaker</u>	By: <u>Charles de la Torre</u>	Name: <u>Ryan P. McCrady</u>
Name: <u>Shawn S. Schiaker</u>	Name: <u>Charles de la Torre</u>	Title: <u>CITY MANAGER</u>
Title: <u>SE VP Trading & Marketing</u>	Title: <u>Managing Partner</u>	Date: <u>9/25/2013</u>
Date: <u>9-26-13</u>	Date: <u>9/25/2013</u>	

EXHIBIT A: AGGREGATOR MUNICIPAL AGGREGATION SUPPLY PRICING CONFIRMATION

HOMEFIELD ENERGY

Confirmation

This Confirmation, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between Homefield and the Aggregator, and forms a part thereof. Customer initials indicate price and term agreed upon.

Additional Renewable*	12 Months Term End Date ____ 20__	19 Months Term End Date ____ 20__	24 Months Term End Date <u>June 2016</u>
0%	\$_____/kWh Initial to Elect ____	\$_____/kWh Initial to Elect ____	\$0.0458/kWh Initial to Elect <u>RPW</u>
25%	\$_____/kWh Initial to Elect ____	\$_____/kWh Initial to Elect ____	\$_____/kWh Initial to Elect ____
50%	\$_____/kWh Initial to Elect ____	\$_____/kWh Initial to Elect ____	\$_____/kWh Initial to Elect ____
100%	\$_____/kWh Initial to Elect ____	\$_____/kWh Initial to Elect ____	\$_____/kWh Initial to Elect ____

*In addition to the provisions in Section 5.D, the Retail Power Price shall be associated with the generation of electricity from a renewable energy resource, through purchases of RECs on Members' behalf, such that the percentage shall equal the quantity of Additional Renewable chosen by the Aggregator for the Term indicated.

Additional Municipal Fee

Please indicate additional Municipal Fee that will be added to price selection listed in table above.

Municipal Fee (per kWh)	Confirmation
\$ <u>0.001</u> /kwh	Initial to Elect <u>RPW</u>

For Homefield Energy Use Only	
Total Price	Initial
\$ <u>0.0458</u> /kwh	<u>al</u>

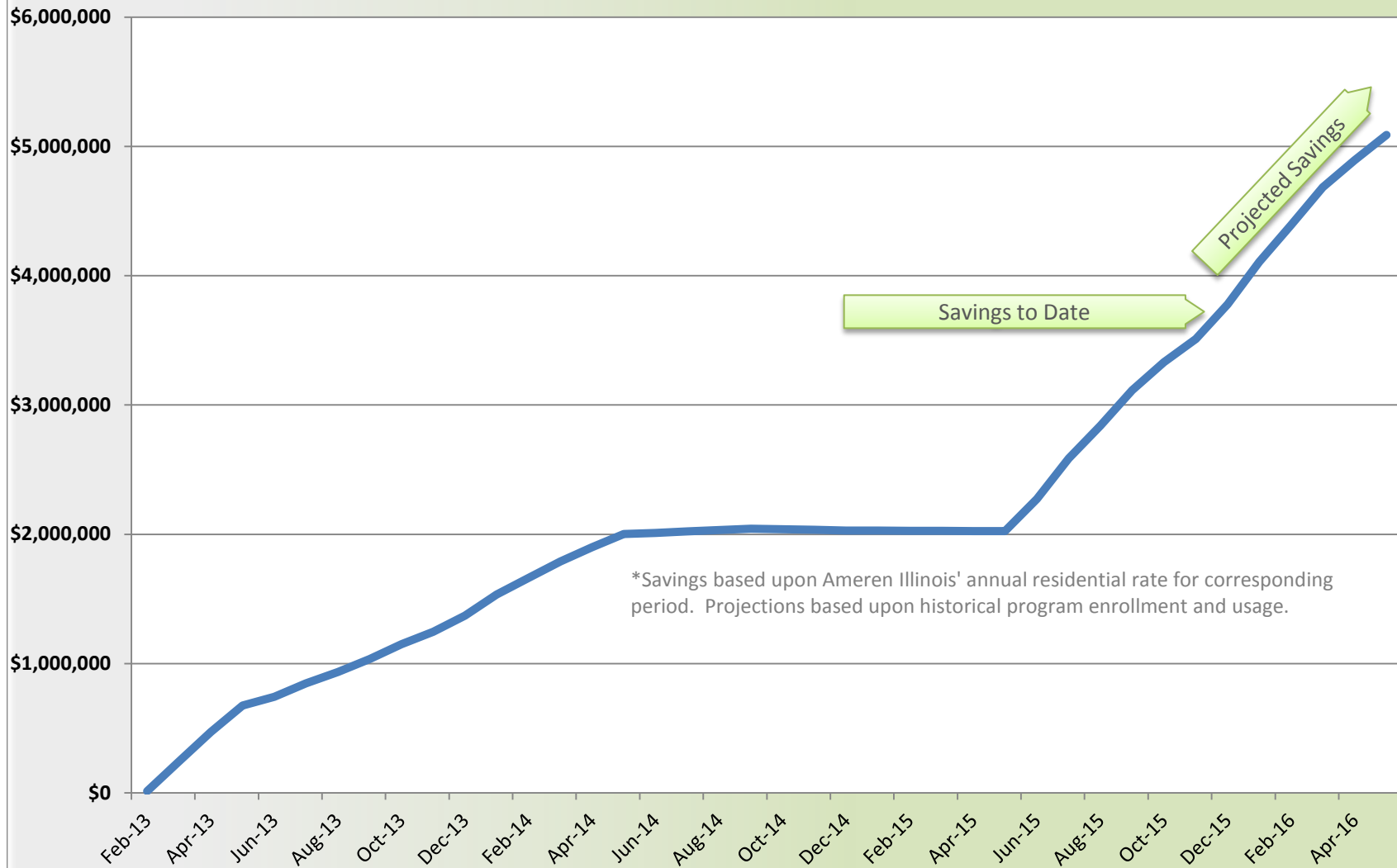
SCHEDULE A

HOMEFIELD

ENERGY

<u>CONSULTANT GENERAL INFORMATION</u> Contact Name: Telephone Number: E-mail Address:	<u>MUNICIPALITY GENERAL INFORMATION</u> Contact Name: <i>Ryan McCrady</i> Telephone Number: <i>217-424-2801</i> E-mail Address: <i>Rmccrady@decaturil.gov</i>	<u>SUPPLIER GENERAL INFORMATION</u> Contact Name: Mark Fanning Telephone Number: 618-343-7734 E-mail Address: mfanning@ameren.com
<u>CONSULTANT LEGAL NOTICE ADDRESS</u> ATTN: Address: City, State Zip: Facsimile:	<u>MUNICIPALITY LEGAL NOTICE ADDRESS</u> ATTN: Address: City, State Zip: Facsimile:	<u>SUPPLIER LEGAL NOTICE ADDRESS</u> Ameren Energy Marketing d/b/a Homefield Energy ATTN: Mark Fanning Address:
<u>CONSULTANT BANK INFORMATION FOR PAYMENTS BY ACH</u> Bank Name: Bank Routing Number: Bank Account Number: Federal ID:		1500 Eastport Plaza Drive City, State Zip: Collinsville, IL 62234 Facsimile: 1-866-257-1795

Decatur Community Savings



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT TO
SERVICES AGREEMENT WITH GOOD ENERGY, L.P.
FOR PROFESSIONAL ENERGY CONSULTING SERVICES AND PROCUREMENT IN
RELATION TO A PROGRAM FOR THE AGGREGATION OF RESIDENTIAL AND
SMALL COMMERCIAL ELECTRIC ACCOUNTS ON AN OPT-OUT BASIS**

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

Section 1. That the Services Agreement between the City of Decatur and Good Energy, L.P made and entered into and effective on the 20th day of August, 2012 to provide professional energy consulting services, and previously approved by Resolution R2012-156, be, and it is hereby, amended.

Section 2. That the Mayor and City Clerk, be, and they are hereby, authorized and directed to sign, seal and attest said Amendment to the Services Agreement as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 1ST day of February 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

AMENDMENT TO THE SERVICES AGREEMENT

This Amendment to the Services Agreement, by and between the City of Decatur, Illinois, located at 1 Gary K. Anderson Plaza, Decatur, Illinois 62526 and Good Energy, L.P., with offices located at 232 Madison Avenue, New York, NY 10016 (collectively, the “Parties”) is hereby entered into as of February 1, 2016.

WHEREAS, the Parties entered into a Services Agreement (the “Agreement”) on August 20, 2012, and

WHEREAS, the original term of the Agreement has expired.

WHEREAS, the Parties desire to renew and extend the Agreement under the same terms and conditions contained therein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, and other good and valuable consideration given and received, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement shall be automatically renewed and extended on its original terms and conditions upon each occasion when the City of Decatur enters into or renews an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program. The Agreement shall automatically be renewed and extended for a term equal to that of the term of the electricity supply contract entered into or renewed by the City of Decatur.
2. This Amendment binds the Parties and their successors or assigns.
3. This document, including the attached original Agreement, constitutes the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below, to be effective as of the date first set forth above.

GOOD ENERGY, L.P.
By: Good Offices Technology Partners, LLC,
General Partner

City of Decatur
By: Julie Moore Wolfe
Mayor

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICES AGREEMENT

Professional Energy Consulting Services

This Services Agreement ("Agreement") is made and entered into and effective on this 20th day of August, 2012 ("Effective Date") by and between the City of Decatur, Illinois ("Municipality"), an Illinois Municipal Corporation, with offices located at #1 Gary K Anderson Plaza, Decatur IL 62523, and **Good Energy, L.P** ("Service Provider"), with an office and principal place of business located at 232 Madison Avenue, Suite 405, New York, NY 10016.

Recitals

WHEREAS, Municipality desires to engage Service Provider to perform electricity consultancy services and procurement for Municipality in relation to a program for the aggregation of residential and small commercial electric accounts on an opt-out basis (the "Program") in accordance and compliance with Section 92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (the "Act").

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall perform each of the following activities (collectively, the "Services") in a manner consistent with the best practices established for electrical aggregation program consulting services:

A. Provide the following services:

- 1.** Electricity Residential and Small Commercial opt-out consulting services, including, but not limited to, preparation and management of opt-out notices, scrubbing of eligibility customer lists, and supervision of all other notices and publications required under the Act to facilitate the adoption and operation of the Program
- 2.** Implement comprehensive marketing services for an opt-out electricity aggregation program, all at Service Providers sole expense, including the following:
 - USPS mail campaigns,
 - Local radio/TV spots, web-based infomercials,
 - Cable access programming,
 - Newspaper interviews and advertising,
 - Municipal newsletters,
 - Public hearings,
 - Community meetings, both government and organization-hosted, i.e., Chambers of Commerce, Rotary Clubs, churches, environmental groups, etc.,

- Development and online hosting of dedicated online site - www.munienergychoice.com,
 - Billboard signage,
 - Informational flyers.
3. Coordinating efforts with the Illinois Commerce Commission.
 4. Attending, whenever possible, not less than two (2) public hearings with the Municipality and other municipal partners.
 5. Preparation of a Plan of Operation and Governance for the Program, in consultation with the Municipality, addressing, inter alia, each of the following issues:
 - Purpose of Municipal Electricity Aggregation,
 - Background - Illinois Power Agency Act,
 - Opt-Out Process,
 - Request for Proposal-Summary,
 - Consolidated Billing Procedures,
 - Credit Requirement and Default Procedures,
 - Program Move-In and Move-Outs,
 - Opt-In Program,
 - Green Power - Renewable Energy,
 - Program Education Initiative,
 - Demand Management and Energy Efficiency Program,
 - Power Supply Agreement,
 - Pricing Methodology,
 - Eligible Customer Service Classes,
 - Supplier Selection Criteria,
 - Selected Supplier Responsibilities,
 - Liability.
 6. Preparation of bid specifications and procurement of competitive, fixed-price bids, with final selection of an electric supplier being decided by Municipality.
 7. Negotiating fees for the Municipality with winning suppliers in an amount equal to, but not lesser than, the rate negotiated for Good Energy, L.P. as more fully described herein.
 8. Assist with contract negotiations with the selected electricity supplier after purchase program delivery, and on-going daily monitoring.
- B. Give prompt notice to Municipality, should the Service Provider observe or otherwise become aware of any fault or deficit in the Program, or any nonconformance with the electricity sale & purchase agreement.
 - C. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.
 - D. Comply with all statutes, ordinances, laws, rules and regulations which may be applicable to the services provided hereunder.

II. Obligations of Municipality. Municipality shall:

- A. Assist the Service Provider by placing at its disposal all public information pertinent to the services for the project, upon reasonable request.
- B. Use reasonable efforts to secure release of other data applicable to the Program held by others, including, but not limited to, residential and small commercial customer accounts and load information under the authority granted in the Act.
- C. Give prompt notice to the Service Provider should Municipality observe, or otherwise become aware of any fault or deficit in the Program, or any nonconformance with the electricity sale and purchase agreement.
- D. Approve an ordinance to put the opt-out referendum on the ballot on the next election.
- E. Conduct public hearings and adopt a Plan of Operation and Governance, each as required by the Act.
- F. Nothing herein shall be construed to require the Municipality to approve an electricity purchase and sale agreement with an alternative retail electric supplier.

III. Term and Termination. The Agreement shall commence on the 20th day of August, 2012 and shall terminate on the date on which an electricity sale and purchase agreement with an alternative retail electric supplier expires or earlier terminates, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to its natural expiration, Service Provider shall be paid for the volume of electricity purchased through the residential and small commercial opt-out contract by the current alternative retail electric supplier through the next meter read date following the date of expiration of any executed (if any) electricity contract with a current alternative retail electric supplier.

IV. Payment. Subject to the Municipality's termination rights described in Section III, Municipality agrees that Good Energy fees will be paid by the selected electricity supplier per kWh (volumetrically) for electricity purchased for the duration of the municipal contract. Such fees will be not greater than \$0.00075 / kWh. In the event the ballot proposition for the approval of an opt-out electricity aggregation program fails at the next election, the Service Provider shall not receive a fee.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

VI. Indemnification.

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Municipality, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Municipality shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible, with a deductible not to exceed \$50,000 without prior written approval. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance which complies with the requirements set forth in Exhibit A to this contract, attached hereto and incorporated as though fully set forth herein.
- E. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified.

VIII. Right to Audit

- A. Service Provider guarantees that the individuals employed by the Service Provider in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the

Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit.

- B. The Service Provider agrees to indemnify Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: **43-2003973.**
- B. Service Provider is subject to, and responsible for all applicable federal, state, and local taxes.
- C. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.

- X. **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

- XI. **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto, with respect to the subject matter hereof, and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Illinois.

XII. Discrimination.

- A. To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work, including without limitation, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety. Service Provider's signature on this document herein certifies that it had a sexual harassment policy in effect that complies with 775 ILCS 5/2-105.
- B. In the event of Service Provider's non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, Service Provider may be declared ineligible for future contracts or subcontracts, and this Agreement may be canceled and voided in whole or in part, and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Municipality in canceling this contract shall not be construed as, and does not

constitute the Municipality's consent to such a violation or the Municipality's waiver of any rights it may have.

- C. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Confidential and Proprietary Information.

- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection, but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section and Municipality shall have no duty to litigate or defend any action against it under the Illinois FOIA.
- B. Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential information, will be, and remains the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records subject to the Service Provider's continued compliance with the provisions of this Contract.
- C. Limitations on customer information. Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information established by the Act, including, without limitation, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH. To protect the confidentiality of customer information:
 - 1. Service Provider access to customer information is limited authorized representatives of Service Provider, or any third party, who have a need to know about the information for purposes of this Contract.
 - 2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

3. Service Provider and Municipality acknowledge that customer information remains the property of the Municipality and that material breaches of confidentiality will prohibit Service Provider from placing any new bids to the Municipality's subsequent Request(s) for qualifications for a period of one year after termination of this Agreement.

D. **Proprietary Rights, Survival.** Each Party acknowledges the proprietary rights of the other Party in, and to, the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

XIV. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in the county in which the Municipality is principally located.

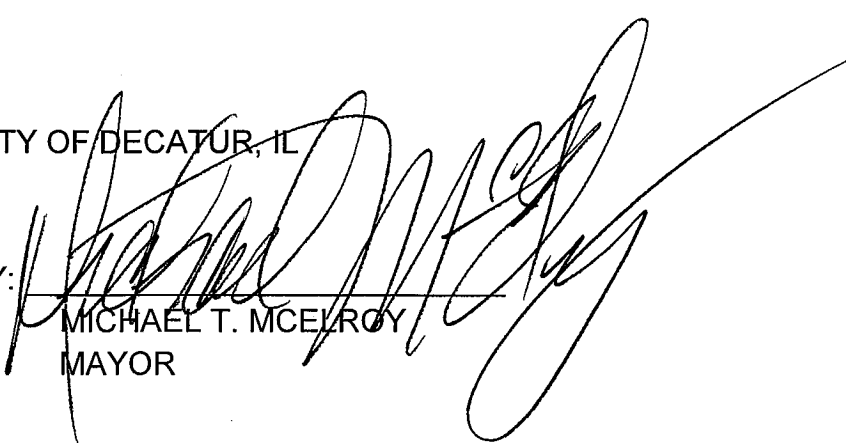
XV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which, so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVI. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 20th day of August, 2012.

CITY OF DECATUR, IL

BY: 

MICHAEL T. MCELROY
MAYOR

GOOD ENERGY, L.P.

BY: 

CHARLES C DE CASTEJA
MANAGING PARTNER

Exhibit A

Insurance Requirements

A. Commercial General and Umbrella Liability Insurance

Service Provider shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

Municipality shall be included as an additional insured under commercial general liability policies and under the commercial umbrella, if any. This insurance shall apply as primary insurance, without contribution, with respect to any other insurance or self-insurance afforded to Municipality.

B. Business Auto (if applicable) and Umbrella Liability Insurance

Service Provider shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.

If necessary, the policy shall be endorsed to provide contractual liability coverage.

C. Workers Compensation Insurance

Service Provider shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 for each accident for bodily injury by accident or \$500,000 for each employee for bodily injury by disease.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Service Provider shall furnish Municipality with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Municipality prior to the cancellation or material change of any insurance referred to therein. Written notice to Municipality shall be by certified mail, return receipt requested.

Failure of Municipality to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Municipality to identify a deficiency from evidence that is provided shall not be construed as a waiver of Service Provider's obligation to maintain such insurance.

Municipality shall have the right, but not the obligation, of prohibiting Service Provider from proceeding with the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Municipality.

Failure to maintain the required insurance may result in termination of this contract at Municipality's option. Service Provider shall indemnify the Municipality for any costs and expenses resulting from a failure to maintain the required insurance.

Service Provider shall provide certified copies of all insurance policies required above within 10 days of Municipality's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Municipality has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Service Provider's liability policies do not contain the standard ISO separation of insured provisions, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Subcontractors/Consultant

Service Provider shall cause each consultant employed by Service Provider to purchase and maintain insurance of the type specified above. Service Provider shall furnish copies of certificates of insurance evidencing coverage for each consultant.

E. Miscellaneous Insurance Provisions

1. Under no circumstances shall the Municipality be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:

- (a) allowing any work to commence by Service Provider before receipt of certificates of insurance;
- (b) failing to review any certificates of insurance received from Service Provider;

- (c) failing to advise Service Provider that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

Service Provider agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Municipality.

2. The Municipality does not, in any way, represent that the coverage or limits of insurance specified are sufficient or adequate to protect the Municipality, or Service Provider, but are merely minimums. The obligations of Service Provider to purchase insurance shall not, in any way, limit its obligations to the Municipality in the event that the Municipality should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Service Provider's insurance.

3. In the event Service Provider fails to furnish and maintain the insurance required by this Contract, the Municipality, upon 7 days written notice, may purchase such insurance on behalf of Service Provider, and Service Provider shall pay the cost thereof to the Municipality upon demand or shall have such cost deducted from any payments due Service Provider. Service Provider agrees to furnish to the Municipality the information needed to obtain such insurance.

4. All insurance provided by Service Provider shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

Water Management

DATE: 1/26/2016

MEMO: 2016-03

TO: Mayor Julie Moore Wolfe and City Council
Tim Gleason, City Manager

FROM: Keith Alexander, Director of Water Management

SUBJECT: Agricultural Watershed Institute
Watershed Research and Education Agreement

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing an agreement with the Agricultural Watershed Institute (AWI) for Watershed Research and Education at a cost not to exceed \$125,000.

PRESENTATION:

At the beginning of Council's consideration of this agreement, Stephen John, AWI Executive Director, will present a short summary of AWI's recent activities.

BACKGROUND:

Since 2006 the City has annually funded watershed research and education services with AWI. Last year's agreement provided up to \$62,500 annually. The proposed two year agreement is the same level of funding for 2016 and 2017. The agreement is a cost reimbursable arrangement with monthly invoicing that is also successfully used by the City in similar agreements with the Macon County Soil & Water Conservation District.

The attached proposed agreement describes the services that AWI will provide to the City. They are identical to last year's agreement, and include:

- Sediment and nutrient best management practices
- Water resources planning and management
- Perennial biomass crops grown for renewable energy, forage and water quality
- Shared learning program

These agreements have been extremely successful and enhance other conservation and biomass related funding that AWI has been awarded over the past ten years to promote and construct best management practice (BMP) water quality improvements in the Lake Decatur watershed.

Also attached is AWI's July to October 2015 Progress Report.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863, kalexander@decaturil.gov

BUDGET/TIME IMPLICATIONS:

This expenditure is annually included in the Lake Services operating budget. Since these services do not directly enhance the capacity of water in Lake Decatur, the Archer Daniels Midland Company does not participate in cost sharing these services with the City.

COPY:

Stephen John, AWI Executive Director
Randy Miller, Water Services Manager
Don Giger, Water Production Operations Supervisor
Jerry Stevens, Engineering Services Coordinator

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Proposed Agreement for Financial Support of Watershed Research and Education 2016-17	Backup Material
Progress Report to City of Decatur - Period Covered: July - October 2015	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	1/28/2016 - 4:39 PM

RESOLUTION NO. 2016-_____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
AGRICULTURAL WATERSHED INSTITUTE
WATERSHED RESEARCH AND EDUCATION**

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

Section 1. That the Agreement for Watershed Research and Education, presented to the Council herewith between the City of Decatur and the Agricultural Watershed Institute 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 the Agricultural Watershed Institute for a cost not to exceed \$125, 000.

PRESENTED AND ADOPTED this 1st day of February, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk



January 26, 2016

Mr. Keith Alexander
Director of Water Management
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523

Re: Proposed Agreement for Financial Support of Watershed Research and Education
2016-17

Dear Mr. Alexander:

The Agricultural Watershed Institute (AWI) is pleased to submit this proposed agreement for consideration by the City of Decatur (City). AWI was incorporated in 2003 and is a 501(c)(3) nonprofit organization. The City of Decatur has provided support for AWI's research and educational activities related to Source Water Protection in the Lake Decatur Watershed since 2005. AWI requests continued support for the 2016 and 2017 calendar years.

AWI MISSION AND FOCUS AREAS

AWI's mission is to conduct research and educational programs on practices and policies that improve water quality, maintain or restore ecosystem health, and conserve and manage land and water resources in agricultural watersheds. The Upper Sangamon River Watershed, which includes the Lake Decatur Watershed, is our home watershed and the location of much of our ongoing project activity. We conduct applied research on issues of local, regional and national importance. We aspire to achieve national leadership in our research focus areas. AWI's research builds on and complements the work of the Macon County Soil & Water Conservation District and other SWCDs for the protection of Lake Decatur. AWI also maintains collaborative partnerships with academic institutions including the University of Illinois, Millikin University and Richland Community College, and with Lake Decatur watershed stakeholders.

WORK TO BE PERFORMED WITH CITY FINANCIAL SUPPORT

The financial support to be provided by the City will be used to continue and expand work by AWI in the following focus areas and any additional areas that may be determined in consultation with City representatives during the period of this agreement.

Sediment and nutrient Best Management Practices (BMPs): AWI will identify and develop strategies for reducing sediment and nutrient loads in the Lake Decatur watershed. AWI staff will provide technical assistance to landowners, agricultural producers, and other stakeholders to implement BMPs. In consultation with the City and subject matter experts, AWI will continue to participate in research and outreach efforts for sediment and nutrient reduction. In particular, AWI will continue to work on strategies for nutrient and sediment reduction identified in the 2014 Total Maximum Daily Load (TMDL) implementation plans developed for the Big Creek/Long Creek and Big Ditch subwatersheds and approved by Illinois EPA. AWI will continue to collaborate with Macon County SWCD and other partners to implement the multi-year USDA Regional Conservation Partnership Program project.

Water resources planning and management: AWI will promote city-farm-industry dialogue and cooperation for water resource management, especially Lake Decatur source water protection. AWI will participate in the Heart of The Sangamon River Ecosystem Partnership and in special projects such as local river/lake clean-up days and the proposed Sangamon River—Lincoln Heritage Water Trail. AWI staff will assist as requested in implementing the 2010 *Sustainable Decatur* plan. AWI will identify and evaluate innovative resource management concepts and alternatives, and potential funding sources for research, development, and implementation. AWI will serve on the steering committee to explore formation of a statewide Environmental Utility and will keep the City informed of matters that may affect the City. As requested by the City, AWI will gather information and assist in public participation activities to identify ways to reduce costs, mitigate adverse impacts, and increase benefits and public acceptance of alternatives for dredging, dredged sediment reuse and water supply enhancements.

Perennial biomass crops grown for renewable energy, forage, and water quality: Perennial energy grasses planted in targeted locations and used for renewable energy or animal feed can provide numerous benefits. This agreement includes City financial support for AWI's Local Bioenergy Initiative. The Initiative is designed to reduce soil erosion and sedimentation, enhance water quality, and achieve other environmental and economic objectives in the Lake Decatur watershed. The major components of the Initiative are:

1. Assist local farmers and landowners to begin growing biomass crops. This includes workshops, field days, and other educational activities for prospective growers. In addition to outreach and education activities, AWI will provide technical, financial, and in-kind assistance to farmers and landowners to establish perennial biomass crops.

2. Develop and demonstrate landscape design concepts. Production of energy grasses involves synergies and trade-offs between multiple objectives. AWI will continue to work with university scientists, other nonprofit organizations, and agricultural producers to optimize coproduction of harvestable biomass and enhanced water quality.

3. Develop markets for perennial biomass crops and related benefits. Over the past six years, AWI has established working relationships with biomass supply chain businesses, leading scientists, agricultural producers, government agencies, and other stakeholders. During the term of this agreement, AWI will continue to work with these partners and co-chair the Green Lands Blue Waters (GLBW) Biomass Working Group as it develops and implements a regional Perennial Biomass Initiative for coproduction of harvestable biomass and ecosystem services, especially clean water.

The vision for the Local Bioenergy Initiative is to make the Lake Decatur Watershed a national showcase for perennial crops grown for both renewable energy & enhanced water quality. The 2010 *Sustainable Decatur* Plan includes Year 2020 Indicators of 10,000 acres of perennial energy crops planted mainly in the Lake Decatur watershed and 75,000 tons/year of locally-grown biomass used or exported. The GLBW Perennial Biomass Initiative will include an action plan with strategies to overcome technical and economic barriers to wide adoption of biomass crops and expand markets for perennial biomass and ecosystem services.

Bioenergy technology, public policy and programs, and economic circumstances are evolving rapidly. AWI, in consultation with City staff, will monitor developments and may make adjustments within the general scope set forth herein to meet challenges and pursue opportunities that may arise. No formal amendment of this agreement will be necessary for such adjustments unless, at the discretion of the City, they represent a significant change to the scope of work.

Shared Learning Program: The proposed City funding will be used to support AWI's seminars, workshops and other educational events including an annual Sangamon Watershed Celebration. These events bring together researchers; government policy makers and program managers; agricultural producers, managers and landowners; environmental professionals and advocates; and other watershed stakeholders. Program objectives are (1) to explore ideas for economically and environmentally sound resource management and (2) to foster improved mutual understanding and cooperation among urban and rural watershed stakeholders.

AGREEMENT FOR FINANCIAL SUPPORT AND CITY STANDARD CONDITIONS

Upon acceptance by the City, this letter shall constitute an agreement between the City of Decatur and AWI. The City agrees to provide up to \$62,500 per year in financial support to AWI during 2016 and 2017 for the work described herein. AWI agrees to perform work as described herein. AWI further agrees to meet at least twice during the term of this agreement with Keith Alexander (and/or other representatives that may be designated by the City) to review AWI research and educational activities and discuss future directions and City priorities.

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a 14 calendar day notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. All reasonable costs incurred by AWI and fees arising from performance of the Agreement, up to the point at which the Services on this Agreement are terminated, shall be paid by the City.

AWI will prepare and submit to the City quarterly activity reports. AWI will prepare and submit to the City invoices no more than monthly. Invoices will provide details of personnel costs, other direct and indirect costs, and incentive payments to cooperating producers and landowners for establishment of perennial or cover crops in the Lake Decatur watershed. The total amount invoiced will not exceed \$125,000 during the term of this agreement. It is understood and agreed by the parties that City financial support to AWI may be leveraged by including it as match and indirect support on current and future grant-funded projects.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois without reference to conflict of the laws principles. Neither of the parties may assign this Agreement without the prior written approval of the other party.

AWI shall indemnify, defend, save and hold harmless the City, its officers, employees, directors and agents, in both their individual and official capacities, from any and all liability, losses, attorneys' fees or other costs of defense, expenses, demands, claims, damages, proceedings or causes of actions of any kind or nature, including but not limited to those pertaining to any federal or state environmental statutes or regulations that the City may suffer, incur, sustain or become liable for due to any injury to, or death of, any person or damage to any real or personal property, in any way resulting from or arising out of AWI's performance of its duties and obligations under this Agreement.

This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. No other terms or conditions shall be binding upon AWI unless accepted by it in writing.

It is expressly understood and agreed that AWI is and shall be an independent contractor in respect to its dealings with the City. The City is interested solely in the results and exercises no control over AWI in its performance of this Agreement.

AWI agrees to hold the subject matter of this Agreement as confidential and make no disclosure to any third parties except as required by law or to carry out its services provided herewith, without prior written approval from the City. Both parties agree that any and all information and/or data exchanged between the parties, pursuant to this Agreement, shall be considered confidential and proprietary. The City may use any final reports or findings, plans, designs, engineering work, or other work performed or prepared by AWI under this Agreement. Reuse of such reports or work results by the City for any purpose other than that for which such reports or work were originally prepared, or alteration of such reports or work results without written verification or adaptation by AWI for the specific purpose intended, shall be at the City's sole risk. Reports and documents produced by AWI will be in a format acceptable for the intended use of the City.

AWI warrants that its services will be entirely consistent with the services described herein, and that it will stand behind its services.

Use of the City's name, logo or trademark in any way is expressly forbidden without the written consent of the City.

AWI shall maintain, during the term of this Agreement, the following insurance:

- a) Workers' Compensation in accordance with statutory requirements
- b) Employers' Liability
 - Each accident \$500,000
 - Disease, policy limit \$500,000
 - Disease, each employee \$500,000
- c) General Liability
 - Each occurrence (bodily injury and property damage) \$1,000,000
 - General Aggregate \$2,000,000
- d) Excess or Umbrella Liability
 - Each Occurrence \$1,000,000
 - General Aggregate \$1,000,000

e) Automobile Liability

Bodily Injury	
Each Person	\$500,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$250,000
[or] Combined Single Limit (Bodily Injury and Property Damage)	
Each Accident	\$1,000,000

The City of Decatur, Illinois, and its officers, employees and agents are to be listed on AWI's policies as additional insureds. The insurance company(ies) providing coverage shall have a rating by AM Best of at least A- and VI. AWI may purchase a combination of primary policies at lower limits with the remaining limits provided by an umbrella.

AWI agrees to and shall comply with any applicable federal, state, or local laws, rules and regulations.

AWI shall be responsible for and pay all federal, state and local taxes including, but not limited to, social security and unemployment compensation taxes applicable to its employees and its operation under this Agreement.

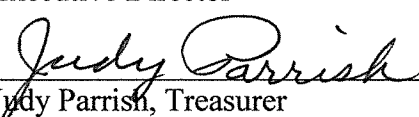
All documents and records in the possession of AWI, its sub-contractors and any other person employed by AWI or its sub-contractor to perform any act or function pursuant to this Agreement which act or function shall be considered a governmental function on the City's behalf and directly related to the governmental function of the City, are subject to the provisions of the Illinois Freedom of Information Act. AWI agrees to fully cooperate with the City to ensure the City's compliance with the Freedom of Information Act and agrees to indemnify and hold the City harmless for any failure by AWI to comply with the provisions of said Act.

Very truly yours,

THE AGRICULTURAL WATERSHED INSTITUTE



Stephen F. John
Executive Director

Attest:  Date: 1/26/16
Judy Parrish, Treasurer

ACCEPTED BY THE CITY OF DECATUR:

By: _____ Date: _____
Julie Moore Wolfe, Mayor

Attest: _____
Debra Bright, City Clerk



Progress Report to City of Decatur

Period Covered: July – October 2015

This report summarizes activities and progress during this period under the agreement between the Agricultural Watershed Institute (AWI) and the City of Decatur for financial support of watershed research, on-farm demonstrations, and educational activities.

Sediment and nutrient reduction / TMDL implementation:

In 2014, AWI completed **Total Maximum Daily Load (TMDL) implementation plans** for two subwatersheds of the Lake Decatur watershed: the Big Creek/Long Creek watershed located east of Decatur in Macon County and the Big Ditch watershed near Rantoul in Champaign County. These plans include perennial biomass crops to reduce sediment and nutrient loss and several innovative Best Management Practices (BMPs). Now that the plans have been completed and approved, they are guiding activities by AWI and partners, including the Macon County Soil & Water Conservation District and Prairie Rivers Network, to reduce sediment and nutrient loads impacting Lake Decatur.

As previously reported, AWI collaborated with Macon County SWCD and other partners on a successful application for funding through USDA's **Regional Conservation Partnership Program (RCPP)** which provides federal funding for on-farm conservation practices. Added funding comes from a variety of partners. During the Jan-Jun 2015 reporting period, the Macon County RCPP application was approved by USDA and work started on the project. AWI is participating in recruiting partners and identifying sites for BMPs including **bioreactors, saturated buffers, and drainage water management systems**. AWI senior scientist Dr. Greg McIsaac has developed monitoring plans to evaluate performance of these BMPs. During the current reporting period, we identified a site in the Friends Creek watershed for one bioreactor.

Tim McMahon of AWI continues to collect water samples as part of monitoring of the **saturated buffer** installed by the Agricultural Drainage Management Coalition near Cisco (Piatt County) as part of a USDA Conservation Innovation Grant.

During this period, AWI worked with Prairie Rivers Network on a project funded in part by a grant from the Lumpkin Family Foundation to plan on-farm demonstrations of experimental BMPs in the Sangamon, Embarras, and Kaskaskia watersheds. In August, we held a workshop on **Perennial Biomass Crops and Nutrient Loss Reduction** as outreach and education for this project. AWI identified two sites in the Lake Decatur watershed for harvestable saturated buffers and slopes and began working with landowners on the design of these on-farm demonstrations. These practices are included in our TMDL plans and represent innovative approaches to reduce soil and nutrient loss by converting sloping or poorly drained land to perennial crops.

Water resources planning and management:

As ongoing activities during this period, AWI staff participated in meetings and activities of various watershed stakeholder groups including:

- The Heart of the Sangamon Ecosystem Partnership
- Oakley Township Sediment Basin Advisory Committee (Tim McMahon)
- Macon County Community Environmental Council (CEC) board (Steve John)
- CEC subcommittee created to promote the Sangamon River Water Trail plan and improvements to Lincoln Trail Homestead State Park (Steve)
- Steering committee exploring creation of a statewide Environmental Utility (Steve)

AWI continued to manage prairie establishment for the City's **Corley landfill "mud-to-parks" project**. Activities this period included planting of the prairie seed mixture and application of herbicide by FDC Enterprises and removal of teasel, an invasive weed growing on the edge of the site. FDC Enterprises is a company specializing in prairie for bioenergy, forage, and conservation. This photo shows Tim McMahon cutting teasel for removal from the Corley site.



Steve John participated in several meetings of the statewide steering committee that is exploring creation of an Illinois Environmental Utility (EU). This innovative concept grew out of the Mississippi River Nutrient Dialogues and is directly related to implementation of the new Illinois Nutrient Loss Reduction Strategy. Many of the strategies in the NLRS effectively reduce soil erosion and sedimentation, as well as nutrient loss. During this period, AWI collaborated with The Nature Conservancy and other committee members to prepare and submit an initial inquiry to the McKnight Foundation for a Needs Assessment to evaluate potential funding sources and institutional arrangements for an EU. This inquiry was not successful but the Foundation's Mississippi River program grant officer encouraged us to resubmit when planning for the EU is a little farther along. Steve John attended the One Water Leadership Summit in San Francisco where he helped lead a breakout session on the Watershed Protection Utility concept.

Perennial biomass crops for renewable energy, forage, and water quality:

A major focus of AWI activity continues to be on our Local Bioenergy Initiative, which is funded mainly by the City of Decatur and the Walton Family Foundation. City funding is applied to work in, or directly benefitting, the Lake Decatur watershed. Initiative goals are: (1) Establish the Lake Decatur watershed as a showcase for research, demonstrations, and education on co-production of perennial biomass and ecosystem services, especially water quality; (2) Advance learning networks in Illinois and throughout the Midwest to explore and promote co-production

of perennial biomass and ecosystem services; and (3) Monitor, evaluate, and promote the development of perennial biomass equipment, supply chains, markets, and enterprises.

Activities related to perennial biomass and watershed management during this period include:

- Steve John continues to serve on the Green Lands Blue Waters (GLBW) steering committee and Watershed Initiative core group and co-chair the Perennial Biomass Working Group. GLBW is a multi-state consortium that promotes perennial crops and cover crops for clean water and other benefits.
- Steve also continues to serve on the Illinois Biomass Working Group and helped organize the 2015 Illinois Renewable Energy Conference held in Bloomington in July.
- AWI advised entrepreneurs interested in exploring use of grass biomass for heat, including owners of the new National Foodworks Services food incubator.
- The Lumpkin perennial grass project and the August workshop on Perennial Biomass Crops and Nutrient Loss Reduction described above are part of the biomass initiative.
- Maintained the Caterpillar—AWI Prairie for Bioenergy demonstration plots.
- Advised and assisted landowners and farmers in the Lake Decatur watershed who have planted, or may decide to plant, perennial biomass crops in the Lake Decatur watershed.
- Steve gave a presentation titled “Working Prairies in the Emerging Multifunctional Agriculture Paradigm: Applying Historical Lessons” at the Iowa Prairie Conference.
- Staffed displays on biomass heating and prairies for bioenergy at Richland Community College’s Teachers Clean Energy Workshop.
- Staffed a display and gave a presentation on “Biomass Energy and a New Agricultural Paradigm” at the Illinois Renewable Energy Fair in Oregon, IL.
- Completed planning and plot management and hosted the Energy Grass Education Area at the 2015 Farm Progress Show, in collaboration with the University of Illinois. By our count, 714 people visited the exhibit tent and/or the energy grass plots during the Show. The following article is copied from the Official Program for the Farm Progress Show:

FPS68 August 2015

Get a feel for energy grasses at the show

BY JOSH FLINT
@FPSHOW

VENTURE north along the Farm Progress Show grounds in Decatur, Ill., and you'll eventually come across a plot that looks like someone let a pasture grow unchecked for an entire year.

In essence, that's sort of what the Energy Grass Education Area is. It's a bunch of grasses that have been planted to demonstrate the properties of the most popular biomass grasses on the market. The project is a joint effort with the Agricultural Watershed Institute and University of Illinois Extension.

Steve John, AWI executive director, expects the bioenergy plots will be even more popular this year as farmers consider buffer strips in an effort to improve water quality.

"Perennial grasses for forage or bioenergy can provide a lot of water quality benefits," he notes. "This is even more relevant with the new water-quality protec-



tion guidelines released earlier this year."

The plots feature the two bioenergy grass heavy hitters: miscanthus and switchgrass. In recent years, the AWI staff has added other grasses to bolster the plots' visual experience. The newest addition is eastern gamagrass. It's a native warm-season, perennial bunch grass.

According to the USDA Natural

Resources Conservation Service, eastern gamagrass is a distant relative of corn that can reach up to 8 feet in height. Seed heads are 6 to 10 inches in length. Seed production runs from May to July. Eastern gamagrass is adapted to a wide variety of soil textures and favors moist sites that receive at least 25 inches of annual rainfall. It is classified as a facultative wetland plant

and will tolerate brief periods of flooding. John adds that it makes a great hay crop.

Two years ago, AWI also introduced prairie cordgrass to the plots. It's a tall (6 to 8 feet) native grass. USDA NRCS says strong rhizomes with the ability to grow 5 to 10 feet per year separate this grass from the other desirable native warm-season grasses.

Prairie cordgrass is easy to identify by sharp, serrated edges of the leaf blade. Seed heads are composed of 10 to 20 spikes attached to the main stem. Each spike has up to 40 spikelets, all growing in two rows on the side of the spike away from the stem. The seed typically matures within a week or two of frost, and is flat and paper-like with barbed awns that attach firmly to fur or fabric. There are 197,000 seeds per pound.

Quite relevant this year, prairie cordgrass is well-adapted to flood-prone areas, John notes. So, again, a buffer strip near a stream to suck up extra nitrogen is a great use of this grass.

Market and enterprise development is a critical part of the long-term strategy to establish the Decatur area and Lake Decatur watershed as a national showcase for perennial crops grown for renewable energy and water quality. During this period, we continued to work with GLBW and other coalitions to overcome economic and technical barriers to use of biomass crops for heating, power generation, and advanced biofuels. We also made two significant trips related to building contacts and exploring medium or long term opportunities for local biomass business development. (Travel expenses for these trips were not charged to the City of Decatur.)

- In July, Tim McMahon participated in a week-long Bioenergy Study Trip to Germany organized by the German—American Chamber of Commerce. Other participants were from University of Illinois Extension, Roeslein Alternative Energy, plus Illinois farmers interested in on-farm heating with grass biomass. Benefits of the tour included seeing and learning about biomass and biogas projects such as district heating systems and making new contacts or strengthening relationships with potential partners. Of particular interest for AWI was a tour and meeting with Heizomat, a manufacturer of multi-fuel biomass boilers, which appears to be a promising unit to use grass biomass for small- to medium-scale applications for farm, residential, or institutional heating. AWI partners are working to arrange U.S. distribution of Heizomat boilers, which could advance biomass markets.
- In September, Steve John met with Wes Bolsen and two other executives of Cool Planet Energy Systems at the company headquarters in Greenwood Village, CO. We previously arranged for Mr. Bolsen (who grew up near Decatur) to speak at the AWI/GLBW conference in November 2014. The CPES business model calls for development of small scale biorefineries using thermo-mechanical processes to produce drop-in hydrocarbon fuels and biochar. Their energy conversion technology can use a wide range of feedstock including perennial grasses. The purpose of meeting in-person was to solidify a relationship with the company and discuss mutual benefits of a strategic partnership between CPES, AWI and other Decatur-area partners to locate their first biorefinery using grass feedstock in Central Illinois when they ramp up implementation of their plan.

As previously reported, AWI collaborated with Argonne National Laboratory and other partners on a grant proposal for the U.S. Department of Energy’s “Landscape Design for Sustainable Bioenergy Systems” program. We knew that DOE only expected to award a few grants nationally and that competition would be intense. During this period, we were advised by DOE that the Argonne team was not selected; however, the DOE letter said the Argonne proposal “was found to have merit” and could be considered for a grant if funding becomes available. AWI worked with our Argonne colleague to develop a draft proposal for a project that would include parts of the original ANL proposal with changes based on our understanding of DOE priorities. The draft we are working on emphasizes the potential of strategically sited and managed perennial biomass crops to provide bioenergy feedstock and forage plus nutrient loss reduction. It also includes on-farm demonstration of biomass heating equipment. AWI and the Upper Sangamon Watershed are prominent in the draft proposal now being refined for submittal to DOE. While there is no assurance of DOE funding, AWI is pleased that our ongoing work to link biomass production and water quality appears to be of great interest to DOE and we are cautiously optimistic that DOE funding may be awarded for a project that would allow us to continue and expand the work we have been doing in recent years with funding from the City of Decatur and the Walton Family Foundation.

City Clerk

DATE: 1/27/2016

MEMO: Mass Transit Memorandum No. 05074-1

TO: Honorable Mayor Julie Moore Wolfe and City Council Members
Tim Gleason, City Manager

FROM: John Williams, Mass Transit Administrator

SUBJECT: Replacement of Decatur Public Transit System Bus Engine

SUMMARY RECOMMENDATION:

Staff recommends that Council approve a Resolution to execute a Purchase Order for a remanufactured engine, parts and labor from Cummins Crosspoint, in an amount not to exceed \$33,693.63.

BACKGROUND:

The vehicle is a 2009 Gillig with an ISL Cummins engine that developed major internal engine blow-by. As a result, it has blown all of the seals out of the engine. It is requiring a full rebuild or crate replacement.

This particular vehicle has not had any major repairs since it was purchased new, in 2009. This vehicle is one of the newest in our fleet and has not reached its useful life expectancy.

Transit's Maintenance Department does not have the expertise to provide bus engine overhauls or to replace engines. We have chosen to utilize Cummins Crosspoint, LLC (Normal, IL) to service the Cummins engines that power all of Transit's buses and trolleys. Cummins Crosspoint distributes and services Cummins engines in a five state area. Cummins Crosspoint has done many engine repairs for the Transit System in the past and maintenance staff is confident that the firm is qualified and capable of doing this work.

POTENTIAL OBJECTIONS: No objection is expected.

INPUT FROM OTHER SOURCES:

Jerome Parker, DPTS General Manager
Chris Bergschneider, DPTS maintenance Manager

STAFF REFERENCE: John Williams, Mass Transit Administrator

BUDGET/TIME IMPLICATIONS: The cost of this replacement is covered by State and Federal Grants.

ATTACHMENTS:

Description	Type
Resolution Authorizing Approval of Estimate Cummins Crosspoint for a Remanufactured Engine	Resolution Letter
Attachement - Cummins Crosspoint Estimate	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	1/28/2016 - 4:40 PM

RESOLUTION NO. 2016-_____

**RESOLUTION AUTHORIZING APPROVAL OF ESTIMATE
-CUMMINS CROSSPOINT-
FOR A REMANUFACTURED ENGINE**

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

Section 1. That the estimate presented to the City Council herewith from Cummins Crosspoint of Normal, Illinois, for the purchase of a remanufactured engine, parts and labor, for a 2009 Gillig, City of Decatur Public Transit System bus, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order on behalf of the City of Decatur in the amount not to exceed \$33,693.63 to Cummins Crosspoint of Normal, Illinois, for purchase of said remanufactured engine.

PRESENTED AND ADOPTED this 1st day of February, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK



Crosspoint

NORMAL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

TERMS: NET 30 unless otherwise specified. SHIPPING: FOB Shipping Point unless otherwise specified. A SERVICE CHARGE OF 1.5% PER MONTH (EFFECTIVE APR 19.6%) WILL BE CHARGED ON PAST DUE ACCOUNTS. Please check this invoice for accuracy. Please contact us regarding discrepancies.

INVOICE NO

ESTIMATE

Remit To:75 Remittance Dr-Ste1701
Chicago, IL 60675-1701

BILL TO

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424 2816

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-JAN-2016 10:07AM		08-AUG-2009	ISL 280		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
62523		15-JAN-2016	73005750	CPL091500	40LF
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
176945					9915

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		91091749					
COMPLAINT		STANDARD SERVICE JOBS: REPLACE ENGINE					
CORRECTION		ESTIMATE FOR TROUBLESHOOTING, REMOVE ENGINE AND TRANSMISSION, SPEC OUT RECON ENGINE TO MATCH. REMOVE RADIATOR FOR REPAIR, RADIATOR REPAIR TO BE BILLED DIRECT TO CUSTOMER. REINSTALL REPAIRED RADIATOR AND RECON ENGINE, DROP AFTERTREATMENT, INSPECT DOC AND DPF FOR REUSE AND ADVISE. CLEAN DOC & DPF IF OKAY. REASSEMBLE AFTERTREATMENT AND REINSTALL IN VEHICLE. PUT UNIT THROUGH REGEN. STEAM OFF ALL REPAIRS, ROAD TEST. CHECK REPAIRS FOR LEAKS, TOP OFF FLUIDS. DELIVER IUNIT BACK TO CUSTOMER.					
1		0	DR6548RX	ENG ISL 8.9 07 B 280@2200	DRC	23,800.00	23,800.00
1		0	DR6506D	ENG, PX8 8.3 07 B 260@200	CLEAN	4,950.00	4,950.00
-1		0	DR6506D	ENG, PX8 8.3 07 B 260@200	DIRTY	4,950.00	- 4,950.00
1		0	3974288	DIPSTICK	CECO	83.73	83.73
1		0	3969058	TUBE,OIL GAUGE	CECO	100.34	100.34
1		0	3906696	SEAL,RECTANGULAR RING	CECO	5.24	5.24
1		0	3936876	SEAL,RECTANGULAR RING	CECO	3.13	3.13
1		0	5297817	TUBE,AIR TRANSFER	CECO	98.60	98.60
1		0	5337987	PLUMBING,EXH RCN WATER	CECO	78.42	78.42
1		0	5337913	SCREW,SOCKET SET	CECO	14.54	14.54
1		0	3939352	GASKET,OIL SUC CONNECTION	CECO	3.09	3.09
1		0	3930408	GASKET,OIL PAN	CECO	105.08	105.08
1		0	3164067	SEALANT	CECO	13.64	13.64
1		0	3973819	TENSIONER,BELT	CECO	114.42	114.42

Completion date : 30-Jan-2016 10:25AM. Estimate expires : 14-Feb-2016 09:25AM.

MATERIAL SAFETY DATA SHEETS REQUIRED BY OSHA HAZARD COMMUNICATION STANDARDS ARE AVAILABLE AT ALL BRANCHES.

THIS INVOICE FOR ENGINES, PARTS, COMPONENTS, REPAIR AND/OR SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE BACK OF THIS INVOICE, WHICH INCLUDES LIMITATIONS ON WARRANTIES AND REMEDIES. PURCHASER ACKNOWLEDGES THAT SUCH TERMS AND CONDITIONS HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

ENGINES, PARTS, COMPONENTS AND OTHER PRODUCTS - MANUFACTURER'S WARRANTY

THE ONLY WARRANTY WITH RESPECT TO ANY ENGINES, PARTS, COMPONENTS OR PRODUCTS TO WHICH THIS INVOICE RELATES IS THAT WARRANTY, IF ANY, MADE BY THE MANUFACTURER THEREOF. CUMMINS CROSSPOINT, LLC ("CCRPT") MAKES NO WARRANTY OF ANY KIND REGARDING SUCH ENGINES, PARTS, COMPONENTS OR PRODUCTS, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE OR TRADE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CCRPT IS NOT RESPONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

LIMITED SERVICE WARRANTY AND EXCLUSIVE REMEDY

Coverage

Cummins Crosspoint, LLC Limited Service Warranty covers failures, which are a direct result of improper workmanship performed by Cummins Crosspoint, LLC on the purchaser's equipment. This coverage extends for a period of ninety days (90) days or 25,000 miles or 1,000 hours of operation, whichever comes first, from the date the service or repair work was performed by Cummins Crosspoint, LLC ("CCRPT") as specified on the front of this invoice. This limited service warranty is made to the original Purchaser of services and repairs as specified on the front of this invoice and does not apply to subsequent purchasers or users.

OTHER COVERAGES

Engines and components rebuilt by CCRPT for sale on an exchange basis are covered by a separate warranty policy. Copies of this policy are available to purchasers of these specific engines or components upon request.

Exclusive Remedy

The Purchaser's sole and exclusive remedy for any claim resulting from defects in workmanship shall be correction of improperly performed service or repair at the expense of CCRPT. CCRPT will also pay for reasonable parts and labor needed to correct any damage to other portions of the unit (sometimes known as "progressive damages") directly resulting from such improperly performed workmanship by CCRPT, up to a maximum of \$ 5000, subject to the terms and conditions contained herein.

Limitations

EXCEPT FOR THE FOREGOING, CCRPT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE, OR TRADE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SERVICE OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING WITH RESPECT TO SERVICE OR REPAIRS WHICH ARE THE SUBJECT OF THIS INVOICE.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CCRPT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DAMAGES RESULTING FROM "DOWNTIME" EXPENSES, CARGO DAMAGES, TOWING FEES, LOSS OF USE OF EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES OR ANY OTHER BUSINESS COSTS AND LOSSES RESULTING FROM A COVERED FAILURE. CCRPT'S COMPLETE LIABILITY FOR ANY FAILURES RESULTING FROM IMPROPER WORKMANSHIP PERFORMED BY CCRPT, AND THE PURCHASER'S EXCLUSIVE REMEDY THEREFOR, ARE LIMITED TO CORRECTION OF IMPROPERLY PERFORMED WORKMANSHIP AT THE EXPENSE OF CCRPT.

IF CCRPT DETERMINES, IN ITS SOLE DISCRETION, THAT IT IS IMPRACTICAL TO REMEDY DEFECTS BY SERVICE OR REPAIR, CCRPT MAY REFUND THE PART OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE SERVICE OR REPAIR PAID BY THE PURCHASER, AND SUCH REFUND SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CLAIM. The warranty set forth herein is the sole warranty made by CCRPT with regard to service or repairs performed by CCRPT.

What Is Not Covered By This Warranty

This warranty covers service or repair work only. CCRPT does not warrant any engine, product, component or part, and the only warranty respecting a product, component or part is the warranty, if any, made by the manufacturer thereof. CCRPT makes no warranty and shall have no responsibility for any portion of the Purchaser's equipment that CCRPT does not work on. This warranty does not apply to damage by accident, failure to perform proper maintenance, abuse, misuse, neglect or modification by Purchaser or third parties. This warranty does not apply if service or repair to the portion(s) of the equipment repaired by CCRPT is performed by anyone other than CCRPT after the date this warranty becomes effective.

How to Obtain Service Warranty

Prior to the expiration of this warranty, the original Purchaser of service or repairs must give notice of any warrantable failure to CCRPT and deliver the unit at owner's expense to a CCRPT facility for repair or to another location as specified by CCRPT. The original Purchaser is responsible for providing his original repair documentation.

Abandoned Material

Any materials left on the premises of CCRPT after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of CCRPT.

Payment

Unless Prior credit arrangements are made with CCRPT, payment in full by Purchaser for all service and repair work performed by CCRPT and for any parts, components, engines and products furnished to Purchaser shall be made at the time of completion of the repair and service work. If credit is extended to Purchaser, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by CCRPT in collecting any amounts due to CCRPT from Purchaser. Any invoice which is past due shall bear interest until paid at the rate of 1.5% per month or, if such rate is greater than that allowed by applicable law, such lesser rate as may be so allowed.



Crosspoint

NORMAL BRANCH
450 W NORTH TOWN ROAD
NORMAL, IL 61761-
(309)452-4454

TERMS: NET 30 unless otherwise specified. SHIPPING: FOB
Shipping Point unless otherwise specified. A SERVICE CHARGE
OF 1.5% PER MONTH (EFFECTIVE APR 19.6%) WILL BE
CHARGED ON PAST DUE ACCOUNTS. Please check this
invoice for accuracy. Please contact us regarding discrepancies.

INVOICE NO

ESTIMATE

Remit To: 75 Remittance Dr Ste 1701
Chicago, IL 60675-1701

BILL TO

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424 2816

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-JAN-2016 10:07AM		08-AUG-2009	ISL 280		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
62523		15-JAN-2016	73005750	CPL091500	40LF
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
176945					9915

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		91091749					
1	0	4994314		TENSIONER,BELT	CECO	93.06	93.06
1	0	4935460		BELT,V RIBBED	CECO	37.93	37.93
1	0	3288634		BELT,V RIBBED	CECO	41.84	41.84
1	0	5255251		CONNECTOR,MALE	CECO	13.64	13.64
1	0	5255248		TUBE,LUB OIL DRAIN	CECO	110.18	110.18
1	0	5255252		TUBE,LUB OIL DRAIN	CECO	87.43	87.43
2	0	3925332		HOSE,PLAIN	CECO	27.23	54.46
1	0	3283548		HOSE,FLEXIBLE	CECO	57.41	57.41
1	0	3977830		HOSE,FLEXIBLE	CECO	47.29	47.29
1	0	FS1065		PAC, FS	FLG	21.34	21.34
27	0	033377361		PREM BLUE QUARTS	VALVOLINE	2.79	75.33
2	0	3824421		CLEANER,SOLVENT (JUG)	CECO	24.75	49.50
2	0	3823258		PAD, CLEANING	CECO	1.24	2.48
1	0	3824510		CLEANER,ELC CONTACT	CECO	18.37	18.37
3	0	2871453		GASKET, AFM DEVICE	CECO	16.46	49.38
4	0	3043487		CLAMP,HOSE	CECO	4.94	19.76

PARTS: 25,199.63
PARTS COVERAGE CREDIT: 0.00 CR
TOTAL PARTS: 25,199.63
SURCHARGE TOTAL: 0.00
LABOR: 8,244.00
LABOR COVERAGE CREDIT: 0.00 CR

Completion date : 30-Jan-2016 10:25AM. Estimate expires : 14-Feb-2016 09:25AM.

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Any materials left on the premises of CCRPT after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of CCRPT.

Payment

Unless Prior credit arrangements are made with CCRPT, payment in full by Purchaser for all service and repair work performed by CCRPT and for any parts, components, engines and products furnished to Purchaser shall be made at the time of completion of the repair and service work. If credit is extended to Purchaser, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by CCRPT in collecting any amounts due to CCRPT from Purchaser. Any invoice which is past due shall bear interest until paid at the rate of 1.5% per month or, if such rate is greater than that allowed by applicable law, such lesser rate as may be so allowed.



Crosspoint

NORMAL BRANCH
450 W NORTH TOWN ROAD
NORMAL, IL 61761-
(309)452-4454

TERMS: NET 30 unless otherwise specified. SHIPPING: FOB
Shipping Point unless otherwise specified. A SERVICE CHARGE
OF 1.5% PER MONTH (EFFECTIVE APR 19.6%) WILL BE
CHARGED ON PAST DUE ACCOUNTS. Please check this
invoice for accuracy. Please contact us regarding discrepancies.

INVOICE NO

ESTIMATE

Remit To: 75 Remittance Dr-Ste 1701
Chicago, IL 60675-1701

BILL TO

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424 2816

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-JAN-2016 10:07AM		08-AUG-2009	ISL 280		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
62523		15-JAN-2016	73005750	CPL091500	40LF
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
176945					9915

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 91091749

TOTAL LABOR:

8,244.00

MISC.:

250.00

MISC. COVERAGE CREDIT:

0.00 CR

TOTAL MISC.:

250.00

PARTS SUPPLIES(DEPT.310)

250.00

TAX EXEMPT NUMBERS: IL

E9994-8699-06 EXP 1/1/15 TAXES:

STATE

0.00

Completion date : 30-Jan-2016 10:25AM. Estimate expires : 14-Feb-2016 09:25AM.

MATERIAL SAFETY DATA SHEETS REQUIRED BY OSHA HAZARD COMMUNICATION STANDARDS ARE AVAILABLE AT ALL BRANCHES.

THIS INVOICE FOR ENGINES, PARTS, COMPONENTS, REPAIR AND/OR SERVICE IS
SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE BACK OF THIS
INVOICE, WHICH INCLUDES LIMITATIONS ON WARRANTIES AND REMEDIES. PURCHASER
ACKNOWLEDGES THAT SUCH TERMS AND CONDITIONS HAVE BEEN READ AND FULLY
UNDERSTOOD.

SUB TOTAL: 33,693.63

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 33,693.63

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

ENGINES, PARTS, COMPONENTS AND OTHER PRODUCTS - MANUFACTURER'S WARRANTY

THE ONLY WARRANTY WITH RESPECT TO ANY ENGINES, PARTS, COMPONENTS OR PRODUCTS TO WHICH THIS INVOICE RELATES IS THAT WARRANTY, IF ANY, MADE BY THE MANUFACTURER THEREOF. CUMMINS CROSSPOINT, LLC ("CCRPT") MAKES NO WARRANTY OF ANY KIND REGARDING SUCH ENGINES, PARTS, COMPONENTS OR PRODUCTS, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE OR TRADE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CCRPT IS NOT RESPONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

LIMITED SERVICE WARRANTY AND EXCLUSIVE REMEDY

Coverage

Cummins Crosspoint, LLC Limited Service Warranty covers failures, which are a direct result of improper workmanship performed by Cummins Crosspoint, LLC on the purchaser's equipment. This coverage extends for a period of ninety days (90) days or 25,000 miles or 1,000 hours of operation, whichever comes first, from the date the service or repair work was performed by Cummins Crosspoint, LLC ("CCRPT") as specified on the front of this invoice. This limited service warranty is made to the original Purchaser of services and repairs as specified on the front of this invoice and does not apply to subsequent purchasers or users.

OTHER COVERAGES

Engines and components rebuilt by CCRPT for sale on an exchange basis are covered by a separate warranty policy. Copies of this policy are available to purchasers of these specific engines or components upon request.

Exclusive Remedy

The Purchaser's sole and exclusive remedy for any claim resulting from defects in workmanship shall be correction of improperly performed service or repair at the expense of CCRPT. CCRPT will also pay for reasonable parts and labor needed to correct any damage to other portions of the unit (sometimes known as "progressive damages") directly resulting from such improperly performed workmanship by CCRPT, up to a maximum of \$ 5000, subject to the terms and conditions contained herein.

Limitations

EXCEPT FOR THE FOREGOING, CCRPT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE, OR TRADE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SERVICE OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING WITH RESPECT TO SERVICE OR REPAIRS WHICH ARE THE SUBJECT OF THIS INVOICE.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CCRPT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DAMAGES RESULTING FROM "DOWNTIME" EXPENSES, CARGO DAMAGES, TOWING FEES, LOSS OF USE OF EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES OR ANY OTHER BUSINESS COSTS AND LOSSES RESULTING FROM A COVERED FAILURE. CCRPT'S COMPLETE LIABILITY FOR ANY FAILURES RESULTING FROM IMPROPER WORKMANSHIP PERFORMED BY CCRPT, AND THE PURCHASER'S EXCLUSIVE REMEDY THEREFOR, ARE LIMITED TO CORRECTION OF IMPROPERLY PERFORMED WORKMANSHIP AT THE EXPENSE OF CCRPT.

IF CCRPT DETERMINES, IN ITS SOLE DISCRETION, THAT IT IS IMPRACTICAL TO REMEDY DEFECTS BY SERVICE OR REPAIR, CCRPT MAY REFUND THE PART OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE SERVICE OR REPAIR PAID BY THE PURCHASER, AND SUCH REFUND SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH CLAIM. The warranty set forth herein is the sole warranty made by CCRPT with regard to service or repairs performed by CCRPT.

What Is Not Covered By This Warranty

This warranty covers service or repair work only. CCRPT does not warranty any engine, product, component or part, and the only warranty respecting a product, component or part is the warranty, if any, made by the manufacturer thereof. CCRPT makes no warranty and shall have no responsibility for any portion of the Purchaser's equipment that CCRPT does not work on. This warranty does not apply to damage by accident, failure to perform proper maintenance, abuse, misuse, neglect or modification by Purchaser or third parties. This warranty does not apply if service or repair to the portion(s) of the equipment repaired by CCRPT is performed by anyone other than CCRPT after the date this warranty becomes effective.

How to Obtain Service Warranty

Prior to the expiration of this warranty, the original Purchaser of service or repairs must give notice of any warrantable failure to CCRPT and deliver the unit at owner's expense to a CCRPT facility for repair or to another location as specified by CCRPT. The original Purchaser is responsible for providing his original repair documentation.

Abandoned Material

Any materials left on the premises of CCRPT after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of CCRPT.

Payment

Unless Prior credit arrangements are made with CCRPT, payment in full by Purchaser for all service and repair work performed by CCRPT and for any parts, components, engines and products furnished to Purchaser shall be made at the time of completion of the repair and service work. If credit is extended to Purchaser, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by CCRPT in collecting any amounts due to CCRPT from Purchaser. Any invoice which is past due shall bear interest until paid at the rate of 1.5% per month or, if such rate is greater than that allowed by applicable law, such lesser rate as may be so allowed.

City Clerk

DATE: 1/28/2017

MEMO: 2016-02

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: Resolution Approving Appointment

SUMMARY RECOMMENDATION: Staff recommends approval of the appointment of Paulina Heinkel to the Library Board.

ATTACHMENTS:

Description	Type
Resolution Approving Appointment	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	1/28/2016 - 4:56 PM

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 their respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Paulina Heinkel

Library Board

07/01/2017

DATED this 1st day of February, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-
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 1st day of February, 2016.

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 1st day of February, 2016.

Julie Moore Wolfe, Mayor

Police Department

DATE: 1/26/2016

MEMO: Police Department 16-11

Honorable Mayor Julie Moore Wolfe

TO: City Council Members

Timothy A. Gleason, City Manager

FROM: Bradley L. Sweeney, Chief of Police

SUBJECT: Ammunition Purchase

SUMMARY RECOMMENDATION: The purpose of this memorandum is to request the expenditure of funds to Kiesler Police Supply and Ray O'Herron Company, Inc. for ammunition pursuant to the attached bid summary. Staff recommends authorizing the execution of purchase orders as shown on Exhibit A.

BACKGROUND: The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and for standard on-duty carry ammunition.

POTENTIAL OBJECTIONS: None anticipated.

STAFF REFERENCE: Bradley L. Sweeney, Chief of Police, 424-2745, bsweeney@decaturil.gov David T. Dickerson, Deputy Chief of Police, 424-2740, ddickerson@decaturil.gov

BUDGET/TIME IMPLICATIONS: The purchase of ammunition is an annually budgeted expense. The actual delivery of ammunition which is ordered can be several months, depending on current supplies by the ammunition provider and national demand.

ATTACHMENTS:

Description	Type
Resolution for Purchase of Ammunition	Resolution Letter
Ammunition Bid Summary	Backup Material
Ammunition Purchase Exhibit A	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	Bright, Debbie	Approved	1/28/2016 - 4:37 PM

RESOLUTION NO. R2016 - _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER FURNISHING AMMUNITION
POLICE DEPARTMENT

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

Section 1. That the tabulation of the bid received for furnishing ammunition, City Project 2016- presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bids of bidders shown in Exhibit A be accepted and purchase orders be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidders for their bid prices shown in Exhibit A.

PRESENTED AND ADOPTED THIS 1st day of February, 2016.

Julie Moore Wolfe
MAYOR

ATTEST:

CITY CLERK

BID SUMMARY
Ammunition Purchase – January 2016

Ammunition – 41,500 rds.

Ray O'Herron	.27/round
Kiesler Policy Supply	.3130/round

Ammunition – 53,300 rds.

Ray O'Herron	.25/round
Kiesler Police supply	.2520/round

Ammunition – 17,000 rds.

Kiesler Police Supply	.1970/round
Ray O'Herron	.20/round

Ammunition – 20,600 rds.

Kiesler Police Supply	.318/round
Ray O'Herron	.33/round

Ammunition – 6,500 rds.

Kiesler Police Supply	.4340/round
Ray O'Herron	No Bid

Ammunition – 9,900 rds.

Kiesler Police Supply	.3790/round
Ray O'Herron	No Bid

Ammunition – 4500 rds.

Kiesler Police Supply	.3620/round
Ray O'Herron	No Bid

EXHIBIT A
Ammunition Purchase – 2016

<u>Estimated No. of Rounds</u>	<u>Vendor</u>	<u>Unit Price</u>
41,500	Ray O'Herron Company, Inc.	.27
53,300	Ray O'Herron Company, Inc.	.25
17,000	Kiesler Police Supply	.1970
20,600	Kiesler Police Supply	.3180
6,500	Kiesler Police Supply	.4340
9,900	Kiesler Police Supply	.3790
4,500	Kiesler Police Supply	.3620

CITY COUNCIL MEMORANDUM

NO. 2016-5

TO: Mayor Julie Moore Wolfe
City Council Members
FROM: Tim Gleason, City Manager
DATE: February 1, 2016
RE: Local Motor Fuel Tax

The implementing of a local motor fuel tax has been discussed by various City Councils over the years as a means of generating revenue for roadway repairs. The most recent discussion was on November 16, 2015. At that meeting Council requested that a study session be held for further investigation and discussion of the issues.

The City of Decatur has the authority to exercise any power and perform any function pertaining to its government and affairs which includes the implementation of a local motor fuel tax. City staff has proposed a \$0.05 per gallon tax on non-diesel motor fuel purchased at retail or bulk within the City of Decatur and a \$0.01 per gallon tax on diesel motor fuel purchased at retail or bulk within the City of Decatur. The revenue generated from this tax would be used solely for transportation and transportation related projects. There would be additional protection in that City Council must approve any expenditures in the amount of \$20,000 or more as per our policies. In addition, the Finance Director would keep these funds segregated by creating a special revenue fund entitled "Local Streets and Roads."

Many roadways in the City of Decatur are in need of repair. The City of Decatur has a Pavement Master Plan (Executive Summary attached). This plan was provided to the City Council approximately one (1) year ago and again in November 2015 and can be found on the City's website at <http://www.decaturlil.gov/publicinformation.html> under Notices. This Plan was completed in January 2013 and provided to the City Council in June 2013. The goal of the Plan is to remain knowledgeable about pavement conditions so we can stay ahead of pavement deterioration trends and monitor how changes made to our pavement maintenance and funding strategies affect pavement conditions.

Our comparable communities have local motor fuel taxes. The following table sets out those communities and their tax rates. The amount they collect in revenue will vary based on the amount of gallons of motor fuel purchased in their individual communities.

Municipalities with Local Motor Fuel Taxes	
City	Tax Rate
Bloomington, IL	4 ¢
Carbondale, IL	3 ¢
Champaign, IL	4 ¢
Danville, IL	7.5 ¢ non-diesel 4.6 ¢ diesel
Galesburg, IL	4.5 ¢
Normal, IL	4 ¢
Pekin, IL	4 ¢
Peoria, IL	5 ¢
Urbana, IL	5 ¢
Updated January, 2016	

As with any type of proposed revenue source, there are advantages and disadvantages to the motor fuel tax. The advantages would include,

- *Fuel costs are low currently
- *Affects all residents who drive
- *Non-residents will also pay
- *Would generate positive cash flow within two months of implementation

The disadvantages would include,

- *Based solely on consumption; will not grow with inflation naturally
- *Reduction in gallons purchased may decrease in City if consumers purchase outside
- *Will require City staff to administer

Questions that have been raised include the amount of the tax for diesel and non-diesel, the use of the revenue generated and an expiration date for the ordinance. City staff is seeking direction from the City Council regarding this proposed local motor fuel tax and is available to answer questions.

EXECUTIVE SUMMARY (UPDATED JANUARY 2015)

The condition of Decatur's streets is declining. With 825 lane-miles of pavement to maintain and the size of the street network expected to grow, a strategy must be developed to address the City's distressed pavement. Street pavement is like any major investment, it needs preventative maintenance to extend its life, and it needs rehabilitation throughout its life to avoid the cost of completely replacing the street. It has been determined that investing more in pavement early on, saves money in the long run.

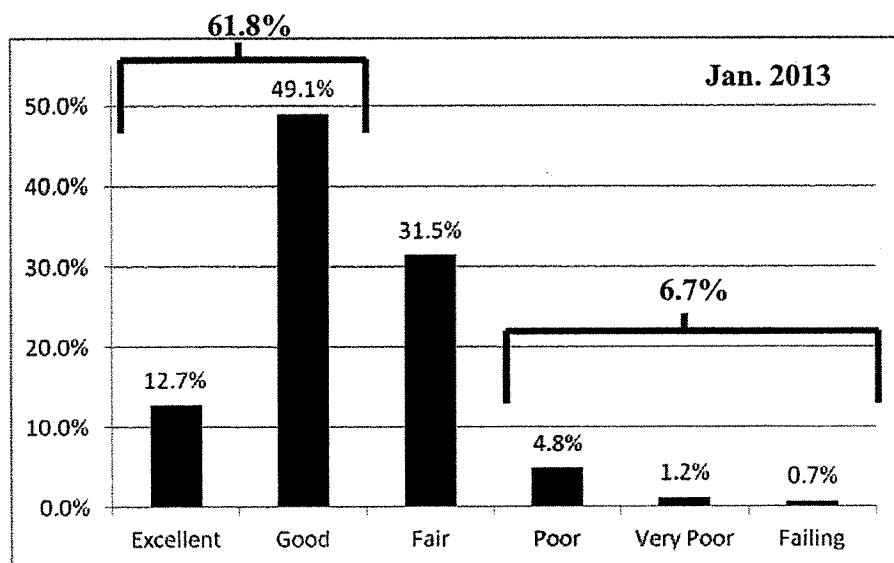
The City of Decatur maintains:

- 696 lane-miles of asphalt streets.
- 93 lane-miles of concrete streets.
- 22 lane-miles of brick streets.
- 14 lane-miles of surface treatment streets.

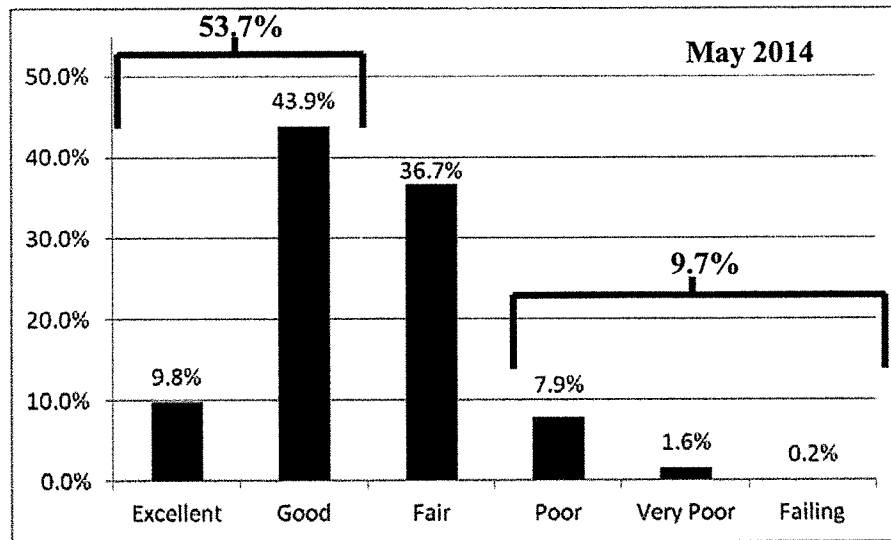
Between 1990 and 2000 the City was growing at a rate of 0.46 square miles per year with 1.25 miles of road being added to the City each year. These rates have slowed since 2000 with 0.10 square miles of area and 0.80 miles of road added to the City each year.

City staff inspects half of the streets maintained by the City each year, and uses a pavement management system developed by Lucity, Inc. to maintain inspection data and estimate pavement condition resulting from various levels of investment.

A pavement rating scale called the Pavement Condition Index (PCI) is used to rate the streets. These ratings can be generalized "Excellent", "Good", "Fair", "Poor", "Very Poor", or "Failed". As of January 2013 the fraction of streets in each of these ratings categories is as follows:



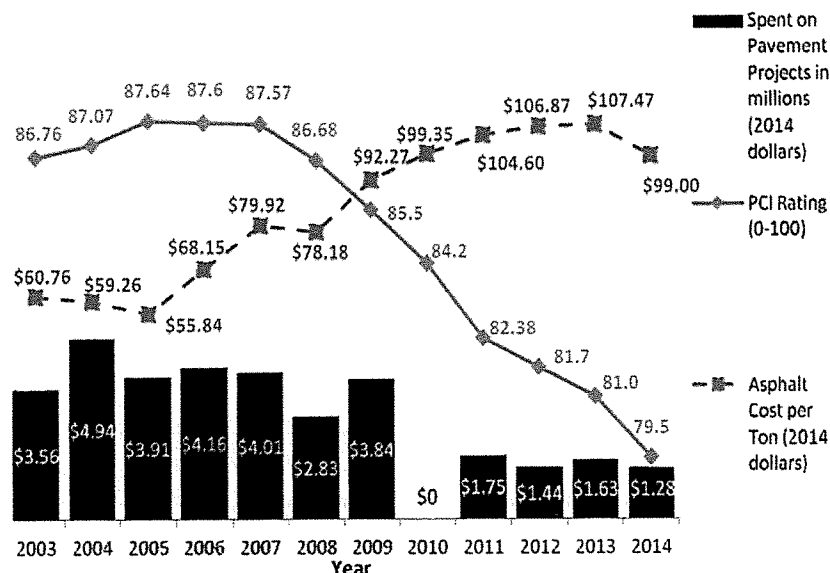
As of May 2014 the distribution changed:



The percentage of streets in either “Good” or “Excellent” condition dropped from 62% in 2013 to 54% in 2014. As more streets decline into “Poor” to “Failed” condition it is very important to invest in pavement maintenance to prevent any further decline.

The overall pavement condition of the City’s streets has been declining since 2007, as the graph below illustrates. Major reasons for the decline include:

- The price of asphalt doubling between 2005 and 2013 (Bids for the price of asphalt have not been received as of January 2015. The price of asphalt may currently be on a downward trend.)
- The amount of money dedicated to pavement repairs decreasing since 2009 due to general capital funds being redirected from pavement maintenance, and MFT funds being distributed to bridge projects and the reconstruction of L&A Industrial Drive.



Updated 1/23/2015

iii

New asphalt and concrete pavements are typically built to last 30 to 40 years before reconstruction is necessary if no other maintenance is performed. Regular maintenance is meant to extend pavement's life. Resurfaced streets can last 15 to 20 years.

Pavement maintenance techniques can be classified into three general categories:

- Preventative maintenance: crack sealing, pothole filling, seal coats, etc.
- Major rehabilitation: deep patching and mill & overlays.
- Total reconstruction: total removal of pavement and rebuilding the base.

City crews can perform many of the preventative maintenance activities including some deep patches. Construction contractors perform large patches as well as most other rehabilitation/reconstruction activities. City crews could potentially increase their maintenance activities, at a lower cost than contractors, with the proper resources.

The amount the City spent on pavement maintenance in 2013 calendar year was:

- \$419,525 on in-house pavement maintenance activities.
- \$1,596,919 on asphalt rehabilitation and reconstruction.

Pavement program deficiencies include:

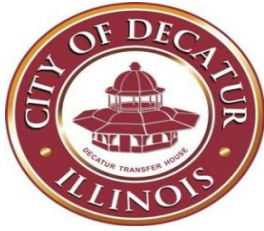
- The pavement network PCI rating has dropped 7% in the last 5 years, and the decline will continue at the current funding levels.
- Funds from the State Motor Fuel Tax have been decreasing due to declining population and other factors.
- Capital funds being redirected from pavement maintenance and allocated to other priorities.
- Almost no dedicated funds for concrete and brick street maintenance.
- MFT funds are now being used to purchase salt for snow and ice control when before salt was purchased with general funds.
- Dedicated MFT funds from the State alone are not sufficient to stop the decline of the City's pavement condition.
- Currently, it would cost approximately \$21 million to fix the streets in most need of repair.

Pavement program strategies to slow or stop the decline of the City's pavement condition include:

- Performing more preventative maintenance to lengthen pavement's life and save money in the long term.
- Increased funding now can decrease costs in the long term and save money overall.
- A local option motor fuel tax has been adopted by many municipalities within the State of Illinois, including nearby central Illinois cities, and can provide extra revenue dedicated to pavement maintenance.

Staff plans to:

- Continue studying maintenance practices to perfect the ability to select the right treatment, for the right pavement, at the right time.
- Investigate whether the City can save money by performing more maintenance activities in-house.
- Seek other funding sources to stop the steep decline of the City's pavement network.
- Continue updating a rolling 5-year plan each year by simulating future pavement conditions and evaluating potential project locations.
- Share 5-year plan with the public via Decatur's Digital Atlas.



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report December 2015

City Financial Position

The City of Decatur financial position remains stable, 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 2015 budget for the City was approved on December 1, 2014 by the City Council with Council Resolution 2014-138 with General Fund budgeted Revenue of \$63.2 million and Expense of \$64.7 million. This included a cash basis deficit of \$1.5 million, a direct result of the cash basis occurrence of the 27th payroll in fiscal 2015. The occurrence of the 27th cash basis payroll presents no negative result on City operations, cash flow or financial performance when viewed on an accrual basis, which is the final reporting measure viewed externally by the finance community in any credit rating for bond or other debt issuance. The General Fund budget was amended with Council Ordinance 2015-10 annual appropriation ordinance, adopted by Council vote on March 16, 2015, to Revenue of \$63.5 million and Expense of \$65.0 million.

The City of Decatur ended fiscal 2015 with a total cash position of \$50.1 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the beginning of the year cash position of \$44.7 million.

The City General Fund ended fiscal 2015 with a cash position of \$2.2 million versus the beginning of the year cash position of \$3.4 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 and community services as well as general government service.

The General Fund cash position at December 31 provides a cash reserve representing 12 days of cash reserve in the City General Fund. The best practice reserve is a 45-60 day cash reserve or \$8-11 million.

City cash at December 31 excluding the General Fund cash position is \$47.9 million, contained in Special Revenue funds (\$4.6 million), TIF Redevelopment funds (\$0.8 million), Capital funds (\$0.6 million), Debt Service fund (\$4.0 million), Internal Service funds (\$4.1 million) and Enterprise funds \$33.8 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Dec 2015	Dec 2014	Comment
Special Revenue	4.6	6.0	Library, State MFT, Federal programs, Public Safety, etc.
TIF Redevelopment	0.8	0.7	debt service and redevelopment agreement obligations
Capital	0.6	0.8	Capital funding available
Debt	4.0	3.5	Debt service obligations
Internal Service	4.1	4.0	Reserves to cover risk insurance and EE healthcare benefits
Enterprise	33.8	26.3	Utilities - Water, Sewer, Storm Water, Lake Dredging, etc.
Non General Fund	47.9	41.3	
General Fund	2.2	3.4	Basic services to citizens and stakeholders
Total City Cash	50.1	44.7	

City cash position reported in \$ millions

2015 began with certain challenges and unknowns that remained without conclusion during the year.

- A new Governor in the State House and how the State budget is affected,
- The implication of the State “roll back” of the “temporary” income tax increase,

On the local level, the 2015 experience demonstrated:

- Continued development of the local economy, with challenges remaining,
- Manufacturing employment in the local economy remained relatively stable,
- Economic development success in the City and region occurred, but must continue at a faster pace,

All of these factors will continue to have significant impact on the financial position, condition, development and progress of the City of Decatur in 2016.

In addition, we have challenges facing the City in the funding for City priorities including:

- Equipment replacement,
- Road and street maintenance,
- Neighborhood restoration and improvement, including blighted property removal,
- Economic development

The City and Council will work together to explore the possibilities to affect positive change and to explore the possibilities to fund the actions that will be required to continue to move the City of Decatur forward in 2016.

2015 General Fund Results

Fiscal 2015 was a challenge for the City of Decatur with continued negative pressure on General Fund revenues that resulted in a revenue deficiency of \$1.4 million or 2% of expected revenues.

Anticipating the negative revenue pressures, City staff rationalized and controlled General Fund spending resulting in expense spending reductions amounting to \$1.8 million or 3% of budgeted expense.

The net result was a 2015 actual spending deficit of \$1.2 million versus the budget deficit of \$1.6 million, thus an improvement in the planned deficit by \$0.4 million.

As has been previously disclosed, the 2015 planned and resultant deficit was principally the effect of a cash basis 27th payroll impacting the cash basis result in fiscal 2015.

The City, through the rationalization and control of expense was able to offset the negative general fund revenue result and achieve a favorable financial position versus the original general fund budget.

The negative revenue pressure was the result of underperforming sales tax and utility tax revenues versus the original expectation, with sales tax driven by a year on year decline of local home rule sales tax revenue and the continued decline of telephone and utility tax revenues.

The City General fund cash position ended the year at \$2.2 million and represented a decline from the beginning year cash position of \$3.4 million. The decline the result of the in year cash basis deficit of \$1.2 million.

The City ended 2015 with a General Fund cash position representing 12 days of cash reserve.

Current Financial Affairs

Cash Position

Cash position of the city remains stable with \$50.1 million in cash & investment balance as of December 31, 2015. The General Fund cash position is \$2.2 million.

The Recycling Fund made a cash payment to the Water Operating Fund in the month of October in the amount of \$100k thereby reducing the Recycling Fund outstanding cash advance due to the Water Operating Fund to \$100k. The Recycling Fund will repay the Water Operating Fund in fiscal 2016 and beyond as Recycling Fund cash flow allows.

The Water Operating Fund made a cash advance of \$155k to the Public Transit Fund to cover the cash deficit resulting from State of Illinois IDOT funding delays, the result of the budget issues at the state level. This was corrected in early January 2016 with State IDOT release of the grant funding due to the Public Transit System, with Public Transit repayment to the Water Operating Fund.

The City cash position decreased to \$50.1 million as of December 31 versus the level of \$57.5 million as of the end of November, 2015. The cash decrease is primarily the result of the payment of contractor invoices for the Lake Decatur dredging initiative and debt service payments for general obligation bond payments due in the month of December.

The General Fund cash position is \$2.2 million as of the end of December, 2015, and represents a decrease from the General Fund cash position of \$3.0 million as of the end of November, 2015. The in month December General Fund performance was a cash deficit of \$0.8 million, resulting in the General Fund cash position decrease versus the cash position at the end of November. The December deficit resulted from the incurrence of the 3rd in month payroll (27th payroll in year) offset by State of Illinois funding release of the previously held video gaming tax and state use tax distributions.

City Council and City Administration previously defined a desired General Fund cash balance reserve position of \$5.0 million as a target for cash balance in the General Fund. In 2014 goal setting sessions with the City Council, the City proposed a revised target for General Fund cash reserve of a minimum 45+ day cash reserve of General Fund annual expenditure. The Government Finance Officers Association (GFOA), a recognized authority in municipal government best practice policy matters, recommends a general fund cash reserve that provides coverage of 1-2 months of general fund expenditures. The target reserve level of \$8 million to \$11 million is derived from this best practice recommendation. Achievement of the best practice General Fund reserve level in the \$8-11 million range is a mid-term period target of the City to secure a best practice cash reserve level for the General Fund.

General Fund Position

City General Fund Position of revenue received versus expense incurred to date is as follows for the period ending December, 2015.

\$ (000)	Budget (4)	Year To Date (1)	Budget Target (2)	% vs Target (3)
Revenue	63,460	62,052	63,460	(2)%
Expense	65,010	63,257	65,010	(3)%
Surplus(deficit)	(1,550)	(1,205)	(1,550)	

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, as amended with annual appropriation ordinance 2015-10

General Fund Revenue Comments

General Fund revenue of \$62.1 million ended the year below the City budget target of \$63.5 million, a revenue deficiency of \$1.4 million or 2%.

The deficiency versus the 2015 budget resulted primarily from shortfalls in sales tax and utility tax revenues (with further comment below).

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 twelve months into the twelve month cycle, the year-to-date benchmark is 100% of the full year budget revenue.

\$ (000)	2015 Budget	2015 YTD	YTD % of Year Budget	2014 YTD	% Change yr vs yr
State Sales Tax	11,829	11,485	97%	11,336	1%
Local Sales Tax	10,954	10,154	93%	10,349	(2)%
State Income Tax	7,600	8,040	106%	7,286	10%
Food & Beverage Tax	3,112	3,161	102%	3,053	4%
Telephone Tax	2,189	2,070	95%	2,166	(4)%
Utility Tax (Gas & Elec)	1,736	1,483	85%	1,642	(10)%
State Local Use Tax	1,492	1,506	101%	1,420	6%
Cable TV Tax	1,109	1,098	99%	1,082	1%
State Replacement Tax	1,132	1,172	103%	1,091	7%
Hotel Use Tax	652	675	104%	650	4%
Video Gaming Tax	535	711	133%	540	32%

Sales Tax – state sales tax ended the year 3% behind the budget target; local sales tax ended the year 7% behind the budget target. State sales tax revenue ended the year 1% ahead of one year ago, while local sales tax revenue ended the year 2% behind one year ago. This revenue stream is “**the primary funding source driver**” financing the general fund, representing a revenue stream approaching \$23 million or 36% of the general fund revenue.

State Income Tax – ended the year 6% ahead of the full year target and 10% above one year ago. The 2015 budget was conservatively projected (as we envisioned at the time of the 2015 budget development), however, the distributions are at best difficult to project. The year ended with revenue distribution above our original budget projection and in line with City updated projections that developed over the year. This revenue stream is “**a primary funding source driver**” financing the general fund, representing a revenue stream of \$7.6 million (original budget) or 12% of the general fund revenue.

Telephone Tax – ended the year 5% behind the full year target and 4% below one year ago. We continue to attribute the decline versus the prior year to the continued consumer shift to mobile telephones eliminating land line telephones, thereby reducing the number of telephone lines available to tax.

Gas & Electric Utility Tax – ended the year 15% behind the full year budget target and below the prior year by 10%. We attribute the reduction versus one year ago to the less severe winter in 2015 versus 2014.

State Replacement Tax – ended the year above the full year target by 3% and 7% above one year ago. The 2015 budget was conservatively projected (as we envisioned at the time of the 2015 budget development), however, the distributions are at best difficult to project.

Hotel Use Tax – **ended the year 4% above the full year target and 4% above one year ago**, representing a very good year for hotel use tax. City has experienced annual increases in hotel use tax over the last 2 year fiscal periods, a 5% increase in 2014 vs. 2013 and the current 4% increase in 2015 vs. 2014, with 2015 being a farm progress show year. The trending appears favorable as we look to the future.

Video Gaming Tax – **ended the year 33% above the full year budget target and 32% above one year ago**. Video Gaming revenues continue to develop as no market place saturation point has yet to be discovered. Over the course of 2015, establishments with video gaming increased from 44 to 56, with the number of gaming machines increasing from 204 to 264. During the same period, monies played in video gaming increased from \$41.6 million to \$64.2 million, representing a 54% increase. So-called “net terminal income”, representing the dollar amount of “gaming proceeds” increased from \$10.6 million to \$16.7 million. Of this, the gaming machine provider pockets 35%, the local establishment pockets 35% and 30% is “taxed” with State retention of 25% and City retention (distributed from the State) of 5%. With 2015 “video gaming proceeds” of \$16.7 million in calendar 2015, the dollar amount of “revenue” to the gaming machine provider approaches \$5.8 million, **the dollar amount of “revenue” to the local establishments approaches \$5.8 million**, with the dollar amount of “revenue” available to the government is \$5.1 million, shared between the State (\$4.3 million) and the City of Decatur (\$0.8 million).

General Fund Expense Comments

General Fund expense in the month of \$6.2 million was below the budget expectation of \$6.3 million. General Fund expense for the year of \$63.3 million was below the full year budget of \$65.0 million, a below budget spending position of \$1.8 million or 3%.

The below budget spending was achieved through continued City staff rationalization and control of expenditures in light of the revenue shortfalls experienced throughout the fiscal year.

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

Drug Enforcement	\$0.7 million	Earmarked for police capital as available (\$0.6 million available)
Motor Fuel Tax	\$1.4 million	Earmarked for street repair and maintenance.
2010 Bond Construction	\$0.4 million	Remaining bond fund monies are earmarked for Garage B & C repairs. Cash balance will continue to decline as the projects are completed and construction costs are paid to contractors.
Capital Projects	\$0.1 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	\$4.0 million	Earmarked for debt payments on current debt issues
Equipment Replacement	\$0.3 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	\$3.1 million	Coverage level required for ongoing business insurance costs including liability, property, workers compensation
Employee Insurance Fund	\$0.7 million	Coverage for healthcare and other EE benefit expense. Cash position is substandard to the level of adequate cash reserve necessary – desired cash reserve is \$1.5 million
MIS Information Technology	\$0.0 million	MIS Operations were moved to the General Fund with the 2015 budget. Fund balance was as liquidated as planned during the fiscal year
Mass Transit Operations	\$0.0 million	State fiscal Q1 IDOT operating grant distribution was received on December 10 in the amount of \$977k. The Q2 operating grant of approximately \$1.0 million is in process and was not

		received before year end. Transit ended the fiscal year in a cash deficit which was secured by an inter-fund loan in the amount of \$155k to shore up the year-end cash balance avoiding negative audit findings.
Storm Water Fund	\$0.7 million	Balance will increase as new funding source revenue is received to fund currently defined storm water projects.
Sewer Fund	\$5.6 million	Balance available and revenue flow will fund currently defined sewer projects – longer term prospects for required sewer infrastructure capex replacement and pending US EPA mandates will require increased revenue flow to sustain
Water Utility Funds	\$10.2 million	Includes \$1.2 million of Johnson Controls Initiative monies earmarked for project completion investment payment and \$1.0 million in ADM capital cost contribution. Current remaining balance of \$8.0 million represents a 4 month reserve of water operating expense – best practice reserve is 2+ months – 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
Public Library Fund	\$0.9 million	As discussed in previous financial reports, the Library fund runs out of cash in Q2 of each year. This annual phenomena occurs each year at this time as the Library has no cash reserves and relies on the City to bridge the gap until the Library receives the property tax distribution in June. The Library overdraft is covered by the City without interest financing cost to the Library. City has determined that a reserve cash balance of \$250k is required to secure the Library cash balance without having to rely on the City to cover the overdraft.
Library Capital Fund	\$0.2 million	Newly created fund earmarked for future CapEx requirements
Library Trust Fund	\$0.3 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use

Trust & Agency Fund balance of \$148.0 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

The City invested \$30 million in US Treasury Bonds in the month of November. The investment schedule on page 4 of the Treasurer's financial report provides the details of the investments. The investments are comprised of \$20 million of 2015 bond proceeds and \$10 million of pooled cash.

The City liquidated \$4.1 million of investment funds in the month of December converting such to cash to facilitate payment of Lake Decatur dredging expense to the dredging contractor, in accordance with City cash flow projections.

The remaining \$16 million of 2015 bond proceeds invested in treasury bonds are scheduled to mature throughout 2016 in line with the anticipated cash flow requirements to pay the cost of the Lake Decatur dredging initiative.

The \$10 million of pooled cash invested in treasury bonds are scheduled to mature over the next 1-3 years.

The interest earnings from these investments are projected to be in the range of \$200k.

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 December 31, 2015 is \$149.6 and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2016 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

New debt instruments in 2015 included issuance of \$23.3 million par value 2015 series general obligation bonds for the continuation of the Lake Decatur Dredging initiative, \$0.4 million loan to finance acquisition of a new fire apparatus, and \$0.6 million in capital leases financing acquisition of police patrol vehicles.

The 2015 Series General Obligation Bond issue closing occurred on September 3, 2015. The par value of the debt issue is \$23.305 million.

Revenue Tracking

Revenue received in the twelve fiscal months ended December of \$187.1 million is 99.6% of the annual revenue budget of \$188.0 million.

State of Illinois distribution of income tax revenues to local governmental entities is two months delayed, as of December 31, 2015. The amount due to the City of Decatur General Fund is \$0.9 million.

Of note, the property tax revenues received by the City according to the 2015 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 2015

The 2014 property tax levy, approved by Council in December, 2014, for a tax levy amount of \$11.8 million, was certified by the State of Illinois in May, 2015. The City received the 1st property tax distribution on June 26, 2015, the 2nd property tax distribution on September 28, 2015 and the final property tax distribution on December 17, 2015.

Equalized assessed value ("EAV") for the 2014 EAV period, with property tax payable in 2015, amounted to \$822,152,764, a decline in EAV of 1.9% versus the prior year EAV of \$838,097,609. The City had predicted a decline of 0.9%.

The City property tax rate for 2014 EAV with tax payable in 2015 is 1.43527% versus the prior year tax rate of 1.40607%. The City property tax rate remains at 15% of the total property tax rate for City property owners.

The extended property tax levy was \$11,800,111.76, thus being the total amount of City property tax revenues billed to City property owners in 2015.

Property tax distributions in 2015 amounted to \$11.6 million of the expected full year collection amount of \$11.6 million, or 100% of the full year expectation and represented a 98.4% collection rate of the billed amount versus the expected 98.0% collection rate.

TIF Redevelopment District property tax distribution received was \$1.554 million of the expected full year collection of \$1.541 million, or 100% of the full year expectation and represented a 98.8% collection rate of the billed amount versus the expected 98.0% collection rate.

Expenditure Tracking

Expenditures to December of \$172.3 million are 88% of the revised full year budget of \$196.1 million, which represents a 12% to date under spending situation versus the total City annual budget.

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 in the year is a profit of \$5.0 million on revenues of \$26.0 million. The profit performance achieved compares favorably to the full year budget of \$2.2 million (prior to capex funding), mainly the result of revenues above target (\$1.7 million) and operating expense below target (\$1.1 million).

The favorable results are attributed to the price increase actions taken in May of 2013, 2014 and 2015, and controlled spending in operating expense which in 2015 was below budget.

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.

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

This schedule displays water utility performance in fiscal 2015 to include a 4.7% increase in water cubic feet consumption versus the prior year.

Headcount Staffing

Current full time staffing level is 481 FTE's versus budget of 491 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
January 27, 2016



Fiscal Year 2015

Fiscal Period Ending December, 2015

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: December, 2015

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</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	3,005,602.29	5,350,325.32	6,160,568.88	(11,417.20)		2,183,941.53		2,183,941.53	0.00
12	Special Revenue Funds PLANNING FUND	176,476.46	72,714.74	14,100.00	0.00		235,091.20		235,091.20	
17	HOME FUND	209,853.50	33,808.27	26,473.38	0.00		217,188.39		217,188.39	
18	CDBG FUND	5,738.52	47,418.77	52,370.89	0.00		786.40		786.40	
22	DUATS FUND	109,674.71	9.69	156.68	(0.00)		109,527.72		109,527.72	
25	DRUG ENFORCEMENT FUND	787,505.30	10.77	29,248.39	(53,408.32)		704,859.36		704,859.36	
26	DUI FINES AND FEES FUND	111,054.75	8,059.12	1,985.79	0.00		117,128.08		117,128.08	
27	POLICE LAB & PROGRAMS	37,399.45	103.27	700.72	0.00		36,802.00		36,802.00	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	264,049.27	23.33	0.00	(0.00)		264,072.60		264,072.60	
35	LIBRARY FUND	1,028,442.29	202,721.84	369,212.11	(0.00)		861,952.02		861,952.02	
36	MUNICIPAL BAND FUND	21,708.27	4,012.69	1,801.95	0.00		23,919.01		23,919.01	
39	JUSTICE ADMIN GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
46	MOTOR FUEL TAX FUND	999,710.17	851,057.83	426,812.33	0.00		1,423,955.67		1,423,955.67	
47	MAJOR MOVES	79,737.77	7.05	0.00	0.00		79,744.82		79,744.82	
49	FIRE CAPITAL FUND	41,511.16	2.92	16,817.00	0.00		24,697.08		24,697.08	
58	LIBRARY CAPITAL	140,042.96	10,012.82	0.00	0.00		150,055.78		150,055.78	
59	LIBRARY TRUST FUNDS	278,783.95	62.29	1,488.82	0.00		277,357.42		277,357.42	
83	NEIGHBORHOOD IMPROVEMENTS	67,764.74	5.97	396.86	0.00		67,373.85		67,373.85	
85	GRANT FUND	6,954.00	0.00	0.00	0.00		6,954.00		6,954.00	
	Total Special Revenue Funds	4,366,407.27	1,230,031.37	941,564.92	(53,408.32)	0.00	4,601,465.40	0.00	4,601,465.40	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	907.28	80,006.49	80,557.20	(0.00)		356.57		356.57	
20	SE PLAZA TIF FUND	561,353.23	9,083.30	0.00	0.00		570,436.53		570,436.53	
21	WABASH CROSSING TIF	53,214.75	774.86	14,162.00	0.00		39,827.61		39,827.61	
23	EASTGATE TIF FUND	17,889.40	16,612.04	0.00	0.00		34,501.44		34,501.44	
24	SOUTHSIDE TIF FUND	17,869.95	30.44	0.00	0.00		17,900.39		17,900.39	
28	PINES SHOPPING CENTER TIF	52,000.63	3,057.58	0.00	0.00		55,058.21		55,058.21	
29	GRAND & OAKLAND TIF	42,559.98	5,003.98	0.00	(0.00)		47,563.96		47,563.96	
	Total TIF & Redevelpmnt Funds	745,795.22	114,568.69	94,719.20	(0.00)	0.00	765,644.71	0.00	765,644.71	0.00
40	Capital Funds PEG CAPITAL FUND	160,194.61	13.49	15,031.73	0.00		145,176.37		145,176.37	
43	2010 PROJECT FUND	373,915.77	7.38	1,500.00	0.00		372,423.15	0.00	372,423.15	
45	CAPITAL PROJECT FUND	105,341.67	9.31	0.00	0.00		105,350.98		105,350.98	
	Total Capital Funds	639,452.05	30.18	16,531.73	0.00	0.00	622,950.50	0.00	622,950.50	0.00

City of Decatur
Treasurer's Cash Report

Month of: December, 2015

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	6,564,106.62	905,696.39	3,498,808.80	0.00		3,970,994.21		3,970,994.21	0.00
60	Internal Service Funds									
	FLEET MAINTENANCE	83,473.24	173,729.48	243,812.58	(0.00)		13,390.14		13,390.14	
61	EQUIPMENT REPLACEMENT	312,504.08	31.90	0.00	(0.00)		312,535.98		312,535.98	
64	RISK MANAGEMENT	3,059,545.19	225,328.61	221,189.08	0.00		3,063,684.72		3,063,684.72	
65	INSURANCE FUND	249,453.33	1,098,308.61	632,564.92	0.00		715,197.02		715,197.02	
67	MIS - OPERATIONS	22,911.92	0.00	22,911.92	0.00		0.00		0.00	
	Total Internal Service Funds	3,727,887.76	1,497,398.60	1,120,478.50	0.00	0.00	4,104,807.86	0.00	4,104,807.86	0.00
70	Enterprise Funds									
	MASS TRANSIT - OPERATION	(506,755.47)	1,039,838.50	684,187.66	155,000.00		3,895.37		3,895.37	(155,000.00)
78	STORM WATER	678,880.29	120,878.37	79,003.75	0.00		720,754.91		720,754.91	
79	SEWER FUND	5,749,673.48	400,087.47	575,356.64	(0.00)		5,574,404.31		5,574,404.31	
80	WATER FUND	7,357,874.54	2,764,284.76	2,150,663.13	(128,044.77)		7,843,451.40		7,843,451.40	255,000.00
81	WATER CAPITAL	2,553,149.90	150.86	237,941.69	0.00		2,315,359.07		2,315,359.07	
82	DCDF FUND	95,522.51	3,185.29	2,984.63	0.00		95,723.17		95,723.17	
88	RECYCLING PROGRAM	62,550.18	56,858.90	53,929.92	0.00		65,479.16		65,479.16	(100,000.00)
89	WATER BOND	2,481,560.17	(2,611.41)	5,269,868.43	(0.00)	4,102,648.92	1,311,729.25	15,897,351.08	17,209,080.33	0.00
	Total Enterprise Funds	18,472,455.60	4,382,672.74	9,053,935.85	26,955.23	4,102,648.92	17,930,796.64	15,897,351.08	33,828,147.72	0.00
90	Trust & Agency Funds									
	FIRE PENSION FUND	846,666.11	1,691,696.01	594,193.78	(0.00)	(1,348,480.13)	595,688.21	62,252,461.77	62,848,149.98	
91	POLICE PENSION FUND	713,769.72	6,987,935.32	582,302.08	(0.00)	(6,599,192.02)	520,210.94	84,597,156.45	85,117,367.39	
	Total Trust & Agency Funds	1,560,435.83	8,679,631.33	1,176,495.86	(0.00)	(7,947,672.15)	1,115,899.15	146,849,618.22	147,965,517.37	0.00
	Total City Funds	39,082,142.64	22,160,354.62	22,063,103.74	(37,870.29)	(3,845,023.23)	35,296,500.00	162,746,969.30	198,043,469.30	0.00
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,002,172.39	10,002,172.39	
Memorandum Items										
	City Funds ex Trust & Agency	37,521,706.81	13,480,723.29	20,886,607.88	(37,870.29)	4,102,648.92	34,180,600.85	25,899,523.47	50,077,951.93	0.00

City of Decatur
Treasurer's Investment Report

Month of: **December, 2015**

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	Interest Received YTD	Estimated Income
US Treasury Bond	01/15/16	0.37500%	1,020,000.00	1,020,398.44	1,382.40	1,021,780.84	384.58	1,766.98	0.00	3,825.00 ok
US Treasury Bond	05/15/16	0.25000%	2,300,000.00	2,298,832.04	157.97	2,298,990.01	584.48	742.45	0.00	5,750.00 ok
US Treasury Bond	06/15/16	0.50000%	2,300,000.00	2,300,988.29	0.00	2,300,988.29	1,162.57	534.15	628.42	11,500.00 ok
US Treasury Bond	07/15/16	0.62500%	2,900,000.00	2,902,605.48	6,550.61	2,909,156.09	1,822.35	8,372.96	0.00	18,125.00 ok
US Treasury Bond	08/15/16	0.62500%	2,900,000.00	2,901,925.77	5,023.78	2,906,949.55	1,822.35	6,846.13	0.00	18,125.00 ok
US Treasury Bond	08/31/16	1.00000%	3,000,000.00	3,009,960.93	7,087.91	3,017,048.84	3,049.45	10,137.36	0.00	30,000.00 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 ok
US Treasury Bond	11/15/16	0.62500%	1,000,000.00	999,804.69	0.00	999,804.69	970.13	807.01	163.12	6,250.00 ok
US Treasury Bond	12/15/16	0.62500%	200,000.00	199,890.63	0.00	199,890.63	254.44	58.06	196.38	1,250.00 ok
Federated US Treasury Cash Reserves	Liquid		236,753.32	236,753.32	5,988.82	242,742.14	27.64	27.06	0.58	121.37 ok
Total Investment(s)			15,856,753.32	15,871,159.59	26,191.49	15,897,351.08	10,667.13	29,292.16	1,577.64	94,946.37

Gain on Sale 0.00
Loss on Sale 4,226.56 per statement
Interest Income (752.84) recorded on 12/14/15
Interest Income (824.80) recorded on 12/31/15

15,900,000.00

Moved to Operating 4,100,000.00 12/15/15

Original Investment 20,000,000.00

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	Interest Received YTD	Estimated Income
US Treasury Bond	06/15/16	0.50000%	1,000,000.00	1,000,429.69	0.00	1,000,429.69	505.46	232.24	273.22	5,000.00 ok
US Treasury Bond	12/15/16	0.62500%	1,000,000.00	999,453.13	0.00	999,453.13	631.83	290.30	341.53	6,250.00 ok
US Treasury Bond	04/30/17	0.87500%	1,000,000.00	1,001,328.13	600.96	1,001,929.09	889.42	1,490.38	0.00	8,750.00 ok
US Treasury Bond	10/31/17	0.75000%	1,000,000.00	996,875.00	515.11	997,390.11	762.36	1,277.47	0.00	7,500.00 ok
US Treasury Bond	12/15/17	1.00000%	1,050,000.00	1,050,779.30	0.00	1,050,779.30	1,061.47	487.70	573.77	10,500.00 ok
US Treasury Bond	03/31/18	0.75000%	1,500,000.00	1,489,335.95	1,721.31	1,491,057.26	1,137.30	2,858.61	0.00	11,250.00 ok
US Treasury Bond	06/15/18	1.12500%	1,600,000.00	1,600,000.00	0.00	1,600,000.00	1,819.68	836.07	983.61	18,000.00 ok
US Treasury Bond	10/15/18	0.87500%	1,750,000.00	1,732,568.36	1,715.33	1,734,283.69	1,547.99	3,263.32	0.00	15,312.50 ok
Federated US Treasury Cash Reserves	Liquid		106,974.86	106,974.86	19,875.26	126,850.12	3.60	3.34	0.26	63.43 ok
Total Investment(s)			10,006,974.86	9,977,744.42	24,427.97	10,002,172.39	8,359.11	10,739.43	2,172.39	82,625.93

Interest Income (2,172.39)
Original Investment 10,000,000.00

GRAND TOTALS:	25,863,728.18	25,848,904.01	50,619.46	25,899,523.47	19,026.24	40,031.59	3,750.03	177,572.30
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Notes:

All initial investments settled on 11/25/15.
Total Invested = Tax Cost Amount + Accrued Interest Purchased
Accrued Interest Receivable = Accrued Interest Purchased + Interest Earned - Interest Received - Liquid Cash
Interest Received YTD = cash received
Estimated Income = projected annual interest income

**City of Decatur
Debt Schedule**

Period Ending: 2015 Budget
date of update: November 1, 2015

	Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref)	Debt at 1/1/2015	FY15 Principal Payments	FY15 Interest Payments	Debt at 12/31/2015	FY15 Total Debt Payments
	Debt Liquidated							1st	2nd	Issue					
Bond Debt															
Amort sch #															
9	2005 Refunding Bonds	Dredging & Other Capital	1991/1995	2005	2014	50	80	6/15	12/15	4,705,000	-	-	-	-	-
10	2008 Bonds	Water & Olde Towne TIF Projects	2005/2008	2008	2024	50	19/80	6/15	12/15	10,000,000	8,910,000	790,000	380,713	8,120,000	1,170,713 ok
11	2010A Bonds	LOC Payoff-Reynolds Bulding	2005/2008	2010	2030	50	19/21/TL	6/15	12/15	8,715,000	8,240,000	150,000	445,783	8,090,000	595,783 ok
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	50	19/80	6/15	12/15	28,270,000	25,155,000	955,000	1,369,068	24,200,000	2,324,068 ok
13	2010C Bonds	Parking Garage Renovation	2010		2024	50	19/TL	6/15	12/15	2,800,000	2,240,000	195,000	83,600	2,045,000	278,600 ok
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15	1,805,000	735,000	255,000	21,850	480,000	276,850 ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000	7,310,000	595,000	152,244	6,715,000	747,244 ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	50	80	3/1	9/1	17,220,000	15,755,000	1,175,000	661,925	14,580,000	1,836,925 ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000	24,055,000	730,000	1,050,438	23,325,000	1,780,438 ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000	-	-	-	23,305,000	- ok
Total Bond Debt										128,905,000	92,400,000	4,845,000	4,165,621	110,860,000	9,010,621
Promissory Notes Payable															
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/21/50	2/1	8/1	3,000,000	1,540,000	175,000	90,584	1,365,000	265,584 ok
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	80	80/10/60/70	Qtry	Qtry	17,212,394	17,064,962	610,882	584,368	16,454,080	1,195,250 ok
Total Notes Payable										20,212,394	18,604,962	785,882	674,952	17,819,080	1,460,834
Loans Payable															
2	Staley Sewer Loan	Staley Sewer	1995		2014	50	79	5/16	11/16	921,739	-	-	-	-	- ok
3	Spring Creek Sewer Loan	Spring Creek Sewer	1996		2015	50	79	3/2	9/2	697,491	17,636	17,636	248	-	17,884 ok
4	West Mound Sewer Loan	West Mound Sewer	1996		2015	50	79	4/5	10/5	296,505	6,305	6,305	89	-	6,394 ok
15	IEPA Contruction Loan	Nitrate Facility	2002		2022	80	80	6/1	12/1	7,172,169	3,146,525	395,805	88,553	2,750,720	484,358 ok
16	IEPA Water Loan	Water Projects (L17-255200)	2011		2031	80	80	1/10	7/10	6,993,328	6,148,570	361,681	-	5,786,889	361,681 ok
28	IEPA Contruction Loan Pending	Lakeshore Drive Sewer	2013		2034	79	79	12/15	6/15	7,569,987	7,569,987	307,320	140,598	7,262,667	447,918 ok
29	Busey Bank	DPD Furniture & Technology	2014		2019	10	10	Qtry	Qtry	1,500,000	1,356,629	290,938	25,301	1,065,691	316,239 ok
xx	IEPA Contruction Loan Pending	Union Street Sewer	2015		2034	79	79	6/15	12/15	2,608,000	2,608,000	107,230	51,626	2,500,770	158,856 ok
30	Busey Bank	Fire Apparatus - Pumper	2015		2022	10	10	5/4		439,940	-	-	-	439,940	- ok
Total Loans Payable										28,199,159	20,853,652	1,486,915	306,415	19,806,677	1,793,330
Capital Leases															
19	Busey Bank	Fire Apparatus - Arial Platform	2011		2018	10	10	9/1		947,850	560,173	135,268	13,276	424,905	148,544 ok
20	Busey Bank	Police Vehicles - Patrol (9)	2013		2015	10	10	Qtry	Qtry	203,411	61,850	61,850	532	-	62,382 ok
21	Busey Bank	Police Vehicles - SUV (1)	2013		2017	10	10	Qtry	Qtry	26,911	17,024	6,730	250	10,294	6,980 ok
22	Busey Bank	Water Service Truck (1)	2013		2018	80	80	Qtry	Qtry	33,988	24,119	6,736	409	17,383	7,145 ok
24	Busey Bank	Sewer Vactor Truck (1)	2013		2018	79	79	Qtry	Qtry	321,998	244,460	63,423	4,372	181,037	67,795 ok
26	Busey Bank	Water Service Truck (1)	2014		2019	80	80	Qtry	Qtry	25,150	21,536	4,904	394	16,632	5,298 ok
27	Busey Bank	Traffic Service Truck (1)	2014		2019	10	10	Qtry	Qtry	31,114	26,643	6,067	487	20,576	6,554 ok
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	2015		2017	10	10	Qtry	Qtry	287,499	-	71,188	1,724	216,311	72,912 ok
33	Busey Bank	Police Vehicles - Interceptor (10)	2015		2017	10	10	Qtry	Qtry	284,731	-	35,127	1,068	249,604	36,195 ok
Total Capital Leases										2,162,652	955,805	391,293	22,512	1,136,742	413,805
Total City Debt										179,479,205	132,814,419	7,509,090	5,169,500	149,622,499	12,678,590

**City of Decatur
Debt Schedule**

Period Ending: 2015 Budget
date of update: November 1, 2015

Debt Instrument	Debt Purpose	Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment
Bond Debt								
Amort sch #								
9	2005 Refunding Bonds	Dredging & Other Capital	wire transfer	bond holders	US Bank	fund 80 100%	Debt Liquidated December 15, 2014	
10	2008 Bonds	Water & Olde Towne TIF Projects	wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%	
11	2010A Bonds	LOC Payoff-Reynolds Bulding	wire transfer	bond holders	BONY Mellon	fund 19 55%	fund 21 25%	tax levy 20%
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	wire transfer	bond holders	BONY Mellon	fund 19 35.4%	fund 80 64.6%	
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%		
Total Bond Debt								
Notes Payable								
6	HUD Section 108	Wabash Crossing	wire transfer	HUD 108 collections	BONY Mellon	fund 50 18.1%	fund 18 79.6%	fund 21 2.3%
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%
Total Notes Payable								
Loans Payable								
2	Staley Sewer Loan	Staley Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%	Debt Liquidated November 16, 2014	
3	Spring Creek Sewer Loan	Spring Creek Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%	Debt Liquidated March 2, 2015	
4	West Mound Sewer Loan	West Mound Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%	Debt Liquidated April 5, 2015	
15	IEPA Contruction Loan	Nitrate Facility	check	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%		
16	IEPA Water Loan	Water Projects	check	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%		
28	IEPA Contruction Loan Pending	Lakeshore Drive Sewer	check	Illinois EPA		fund 79 100%		
29	Busey Bank	DPD Furniture & Technology	check	Busey Bank	Busey Bank	fund 10 100%		
xx	IEPA Contruction Loan Pending	Union Street Sewer		Illinois EPA		fund 79 100%		
30	Busey Bank	Fire Apparatus - Pumper	check	Busey Bank	Busey Bank	fund 10 100%		
Total Loans Payable								
Capital Leases								
19	Busey Bank	Fire Apparatus - Arial Platform	check	Busey Bank	Busey Bank	fund 10 100%		
20	Busey Bank	Police Vehicles - Patrol (9)	check	Busey Bank	Busey Bank	fund 10 100%		
21	Busey Bank	Police Vehicles - SUV (1)	check	Busey Bank	Busey Bank	fund 10 100%		
22	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%		
24	Busey Bank	Sewer Vactor Truck (1)	check	Busey Bank	Busey Bank	fund 79 100%		
26	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%		
27	Busey Bank	Traffic Service Truck (1)	check	Busey Bank	Busey Bank	fund 10 100%		
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	check	PNC Equipment Finance	PNC Equipment Finance	fund 10 100%		
33	Busey Bank	Police Vehicles - Interceptor (10)	check	Busey Bank	Busey Bank	fund 10 100%		
Total Capital Leases								
Total City Debt								

City of Decatur
2010 Bond Issue - Status of Bond Fund 43

Month of: **December, 2015**

Bond Issuance	2010-A	2010-B	2010-C	2010-D	Original Scope	Final Total
Par Value of Bonds		28,270,000	2,800,000	1,805,000	32,875,000	
Premium	77,858	226,326	77,989	48,814	430,987	
Total Source of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Total Use of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Underwriter's Discount	146,465	443,176	35,163	14,975	639,779	
Closing costs	99,083	116,227	19,161	17,648	252,120	
Bond Proceeds	(167,690)	27,936,923	2,823,665	1,821,190	32,414,088	

Original Project Scope	2010-A	2010-B	Scope Adj	Additions	2010-C	Additions	2010-D		
PNC letters of credit									
Wabash Crossing Payoff	4,739,872							4,739,872	4,739,872
West End Loan payoff	334,878							334,878	334,878
300 N Water demolitions	1,249,560							1,249,560	1,249,560
Reynolds Building, etc	2,223,000							2,223,000	2,223,000
Lake Decatur Dredging		11,260,000	120,442	527,963				11,260,000	11,908,405
Ground water supply		5,000,000	(3,294,961)	19,280				5,000,000	1,724,319
Dam repairs		1,746,080	2,559,779	16,633				1,746,080	4,322,492
Downtown streetscapes		6,260,000	248,327	371,983				6,260,000	6,880,310
Downtown lighting		2,500,000						2,500,000	2,500,000
Central Park & Transfer House		1,170,843						1,170,843	1,170,843
Parking Garage project			366,413		2,401,272	63,134		2,401,272	2,830,819
Olde Towne TIF Debt Service					422,393			422,393	422,393
Refunding 1998 issue							1,821,190	1,821,190	1,821,190
Total available for use	8,547,310	27,936,923	-	935,860	2,823,665	63,134	1,821,190	41,129,088	42,128,082

Actual Bond Activity	FY11	FY13	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY11	FY13	Actual	Bond Plan	Encumb	Unobligated
Revenues																				
Miscellaneous Income				350	527,613						17,190						545,153			
Interest Income			5,938	128,043	154,353	22,960	120,107	179		24,245	24,261	489					480,574			
Total Revenues	-	-	5,938	128,393	681,966	22,960	120,107	179	-	24,245	41,451	489	-	-	-	-	1,025,727			
Expenditures																				
Interest Income Bank Fees			8,129	7,424	4,748	1,432	1,949		678	1,406	875	91					26,733			
Fiscal Agents Fees																	1,356			
Transfer to Debt Service Fund		20,160					800,000										820,673			
Pay Off Letters of Credit	6,303,472																6,303,472	6,324,310		
Pay Off 1998 Bond Issue															1,820,000		1,820,000	1,821,190		
Reynolds Building Payment	2,223,000																2,223,000	2,223,000		
Olde Towne TIF Debt Service												422,393					422,393	422,393	0	0
Downtown TIF Projects			46,141	2,232,320	6,385,262	1,507,664	147,142	210,237									10,528,767	10,551,153	12,932	9,455
Dredging			1,974,603	8,990,314	903,488	40,000											11,908,405	11,908,405	0	0
Supplemental Water Supply			110,610	116,025	479,936	181,981	35,767										924,319	1,724,319	0	0
Dam Repair				19,822	119,653	3,202,386	980,632										4,322,492	4,322,492	0	0
Parking								16,376		88,140	2,236,531	59,111	68,913	11,711			2,480,783	2,830,819	6,324	343,713
Total Expenditures	8,527,150	20,160	2,139,484	11,365,905	7,893,086	4,933,463	1,965,490	226,614	678	89,546	2,237,407	481,595	68,913	11,711	1,820,678	512	41,782,392	42,128,082	19,255	353,168
Unexpended Funds 4/30/11	20,160		25,803,377						2,822,987						512		28,647,037			
Unexpended Funds 4/30/12	20,160			14,565,865						2,757,686					512		17,344,224			
Unexpended Funds 4/30/13		0			7,354,745						561,730					0	7,916,475			
Unexpended Funds 12/31/13						2,444,241						80,624					2,524,866			
Unexpended Funds 12/31/14							598,858						11,711				610,569			
Unexpended Funds 12/31/15								372,423						0			372,423			

Approved use of Funds
Franklin St 5,000
Parking 345,213
Unassigned 2,955
353,168

Project scope(s)
2010A LOC payoff for Wabash Crossing, N Water St demolitions, W Main Street residential rehabs, Reynolds Building redevelopment agreement
2010B Water projects including dredging, ground water supply, dam repairs / OldTowne TIF projects including streetscape improvements in downtown Decatur, Central park improvements, Transfer House interior renovations, Parking Garage B&C renovation and construct new lot on N Main St
2010C Parking Garage B&C renovation and construct new lot on N Main St
2010D Bond refunding of 1998 GO Bond (Library)

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: December, 2015

Bond Issuance	2014
Par Value of Bonds	24,055,000
Premium	1,147,122
Total Source of Funds	25,202,122
Total Use of Funds	25,202,122
Underwriter's Discount	168,385
Bond Insurance	21,705
Closing Costs	122,505
Bond Proceeds	24,889,527

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 April 8, 2014, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase I 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 each subsequent fiscal year 2015, 2016, 2017 and 2018.

Project Scope	
Temporary Easements	36,677
Road Improvements	254,754
Dredging	24,598,096
Other	-
Total Scope	24,889,527

Actual Bond Spend Activity in Fiscal year 2014	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	24,889,527	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	
Revenues													
Interest Income				443	762	780	793	708	605	547	485	394	5,517
Other													-
Total Revenue	-	-	-	443	762	780	793	708	605	547	485	394	5,517
Expenditures													
Dredging					2,700			11,000		1,494			15,194
Sediment Basin Rehab				129,137		593,773	129,746	3,082,383	2,807,200	1,936,386	702,909	1,297,135	10,678,669
Angle Crossing Road Impvmnt								83,539					83,539
Star Route Road Improvement										104,116			104,116
Total Expenditures	-	-	-	129,137	2,700	593,773	129,746	3,176,922	2,807,200	2,041,996	702,909	1,297,135	10,881,518
Ending cash available	-	-	-	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	14,013,526	

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	14,013,526	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700	1,320,502	0	
Revenues													
Interest Income	374	324	356	328	319	307	270	254	177	49			2,757
Other													0
Total Revenue	374	324	356	328	319	307	270	254	177	49	-	-	2,757
Expenditures													
Dredging													0
Sediment Basin Rehab/Dredge	2,428,376		7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346	6,122,248	1,320,502		14,016,283
Angle Crossing Road Impvmnt													0
Star Route Road Improvement													0
Total Expenditures	2,428,376	-	7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346	6,122,248	1,320,502	-	14,016,283
Ending cash available	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700	1,320,502	0	0	

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: December, 2015
gz projection

Bond Issuance	2015
Par Value of Bonds	23,305,000
Premium	1,073,300
Total Source of Funds	24,378,300
Total Use of Funds	24,378,300
Underwriter's Discount	163,135
Bond Insurance	84,770
Closing Costs	127,880
Bond Proceeds	24,002,515

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 September 3, 2015, 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 each subsequent fiscal year 2017 and 2018.

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	24,002,515
Other	-
Total Scope	24,002,515

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	-	-	-	-	-	-	-	-	24,002,515	24,003,086	24,003,974	22,481,560	
Revenues													
Interest Income									571	888	693	(3,436)	(1,284)
Other													-
Total Revenue	-	-	-	-	-	-	-	-	571	888	693	(3,436)	(1,284)
Expenditures													
Dredging											1,523,107	5,269,868	6,792,975
Sediment Basin Rehab													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	1,523,107	5,269,868	6,792,975
Ending cash available	-	-	-	-	-	-	-	-	24,003,086	24,003,974	22,481,560	17,208,256	825

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	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	
Revenues													
Interest Income													-
Other													-
Total Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Dredging													-
Sediment Basin Rehab/Dredge													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	17,208,256	

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

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

Period Ending: December, 2015

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	-	-	-	-	-	6,175,771	-	-	4,716,432	-	-	714,773	11,606,976	13,224,000	88%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-	-	879,778	-	-	593,462	-	-	80,852	1,554,092	1,693,700	92%
OTHER TAXES TOTAL			-	-	-	-	-	7,055,549	-	-	5,309,894	-	-	795,625	13,161,068	14,917,700	88%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	889,089	863,243	1,000,115	739,805	764,685	832,374	833,551	906,467	1,006,626	875,986	882,605	860,119	10,454,666	11,124,000	94%
var	STATE SALES TAX	var	963,009	941,678	1,120,789	857,417	877,404	978,888	944,686	992,900	911,765	991,641	1,003,087	976,633	11,559,899	11,958,000	97%
OTHER TAXES TOTAL			1,852,098	1,804,922	2,120,904	1,597,222	1,642,089	1,811,262	1,778,237	1,899,367	1,918,391	1,867,627	1,885,693	1,836,752	22,014,565	23,082,000	95%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	238,200	33,009	-	244,232	34,267	-	243,424	37,073	-	232,248	35,329	-	1,097,781	1,109,000	99%
301203	FOOD & BEVERAGE TAX	10	239,978	249,801	252,588	255,737	253,498	285,060	290,440	272,038	275,230	226,849	287,651	271,898	3,160,768	3,111,500	102%
301204	HOTEL AND MOTEL TAX	10	26,728	38,349	53,421	60,066	45,447	77,827	72,341	64,934	77,305	61,395	60,542	36,857	675,211	652,000	104%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-	-	-	-	-	-	-	-	9,521	9,521	9,000	106%
301103	PROPERTY TAX	10	-	-	-	-	-	4,020,767	-	-	3,070,657	-	-	465,356	7,556,780	7,528,801	100%
301202	TELEPHONE UTILITY TAX	10	150,078	166,178	181,659	187,007	164,798	182,269	175,288	171,899	170,848	173,242	173,117	173,648	2,070,031	2,189,000	95%
301209	UTILITY TAX - ELECTRIC & GAS	10	149,238	163,584	153,678	110,338	78,472	201,586	118,708	102,541	121,148	122,028	105,115	56,749	1,483,186	1,736,000	85%
Sub Total			804,222	650,922	641,345	857,380	576,482	4,767,509	900,201	648,485	3,715,187	815,762	661,754	1,014,029	16,053,277	16,335,301	98%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	2,526	1,546	2,990	2,257	2,099	2,506	2,513	2,553	2,762	3,160	2,913	2,594	30,419	30,000	101%
301205	LOCAL SALES TAX	10	875,989	850,143	989,911	723,905	748,785	816,474	817,651	890,567	886,593	847,366	864,305	841,819	10,153,510	10,953,600	93%
301207	LOCAL USE TAX	10	136,569	129,837	196,801	69,628	135,902	143,287	140,649	133,971	-	-	-	419,237	1,505,880	1,492,000	101%
302105	STATE INCOME TAX	10	852,700	-	620,094	925,184	403,609	824,784	1,364,531	566,667	1,263,519	-	441,918	776,691	8,039,696	7,600,000	106%
302104	STATE REPLACEMENT TAX	10	157,022	717	57,046	284,217	227,608	2,501	184,466	24,860	2,356	185,436	-	45,290	1,171,518	1,132,000	103%
301201	STATE SALES TAX	10	953,209	931,878	1,111,278	845,217	865,204	966,688	932,486	980,700	975,278	973,875	987,737	961,283	11,484,835	11,829,400	97%
301210	VIDEO GAMING TAX	10	57,515	31,895	50,412	60,983	63,999	63,267	-	-	-	-	-	382,709	710,780	535,000	133%
Sub Total			3,035,529	1,946,017	3,028,533	2,911,391	2,447,205	2,819,508	3,442,296	2,599,318	3,130,507	2,009,837	2,296,874	3,429,622	33,096,638	33,572,000	99%
OTHER GOVERNMENTAL SOURCES																	
302110	ESTB ENHANCED 911	10	-	-	-	122,359	-	-	123,643	-	-	123,643	-	-	369,644	484,000	76%
30240x	FIRE & POLICE TRAINING REIMB	10	7,603	15,849	-	-	-	-	-	-	-	-	-	-	23,453	50,000	47%
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	184,560	-	-	150,534	-	-	16,786	351,880	357,000	99%
Sub Total			7,603	15,849	-	122,359	-	184,560	123,643	-	150,534	123,643	-	16,786	744,977	891,000	84%
CHARGE SERVICES (INTERNAL CITY)																	
various	GENERAL FUND	10	526,061	613,344	510,813	515,937	750,230	580,669	583,804	647,614	567,216	754,267	593,644	616,562	7,260,160	7,582,782	96%
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	82,081	82,081	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	931,756	935,000	100%
303510	ELECTRIC AGGREGATION ADMIN	10	8,267	10,037	8,769	8,946	6,374	6,021	8,093	11,472	11,558	10,400	7,550	5,160	102,647	120,000	86%
Sub Total			90,348	92,118	85,528	85,705	83,134	82,780	84,853	88,231	88,317	87,160	84,309	81,919	1,034,403	1,055,000	98%
Grants																	
various	STATE & OTHER	10	8,090	6,786	5,328	856	10,242	1,856	1,525	13,292	2,781	958	871	1,834	54,419	50,000	109%
Sub Total			8,090	6,786	5,328	856	10,242	1,856	1,525	13,292	2,781	958	871	1,834	54,419	50,000	109%

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

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

Period Ending: December, 2015

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
Fees for Services External																
various ADMIN COURT FEES & FINES	10	17,437	24,521	23,387	16,825	14,154	18,922	19,120	13,903	11,519	9,064	13,634	9,099	191,584	229,000	84%
304401 BUILDING PERMITS	10	15,069	16,667	14,634	12,782	15,567	20,622	8,374	32,134	14,245	21,602	12,784	25,847	210,326	208,000	101%
305501 COURT FINES (COUNTY)	10	19,458	15,929	51,557	30,922	24,970	18,447	17,223	15,907	15,519	17,123	19,228	14,296	260,578	328,000	79%
310010 FIRE PROGRAMS	10	40	1,826	659	80	1,026	360	360	520	285	80	120	760	6,116	20,000	31%
various LAKE LICENSES & PERMITS	10	-	107	514	71,655	51,724	26,086	10,167	2,910	3,586	248	101	-	167,096	166,000	101%
304304 LIQUOR LICENSES	10	2,238	820	4,562	15,089	157,667	162,961	28,613	(17,632)	18,353	13,256	8,685	6,057	400,670	300,000	134%
various MISC INCOME & REIMBURSE	10	35,989	6,840	17,385	42,928	5,639	5,259	4,256	55,299	5,444	6,029	5,229	(1,719)	188,577	492,913	38%
various OTHER FINES & FEES	10	49,847	55,137	61,623	46,066	51,441	56,517	53,711	48,807	61,149	50,452	33,727	42,428	610,907	844,500	72%
various OTHER LICENSES	10	14,815	2,228	3,165	4,245	865	2,190	2,320	2,845	4,606	2,680	12,714	27,305	79,978	86,000	93%
various PARKING	10	33,612	32,837	42,819	32,184	29,395	30,043	30,961	52,041	26,443	28,566	24,479	30,676	394,056	527,000	75%
302200 RADIO SERVICE REIMBURSE	10	3,528	8,855	5,788	9,577	6,148	5,923	6,013	5,923	5,314	6,148	833	333	64,384	240,000	27%
303408 SANITARY DISTRICT	10	25,553	24,260	24,386	25,587	23,941	24,612	25,445	25,003	24,260	25,065	25,487	23,782	297,379	281,904	105%
303405 SCHOOL DISTRICT REIMB	10	-	-	-	-	97,339	-	-	193,109	-	-	-	-	290,448	250,000	116%
Sub Total		217,587	190,027	250,479	307,940	479,875	371,941	206,563	430,769	190,722	180,312	157,020	178,864	3,162,098	3,973,317	80%
Investment/Other Income																
309900 BOND OR NOTE PROCEEDS	10	-	-	-	-	-	619,223	14,903	-	-	-	-	10,479	644,605	-	-
307101 INTEREST INCOME	10	85	72	71	73	76	86	85	86	125	114	93	230	1,195	600	199%
Sub Total		85	72	71	73	76	619,309	14,987	86	125	114	93	10,710	645,800	600	107633%
General Fund Total		4,689,526	3,515,136	4,522,098	4,801,640	4,347,243	9,428,131	5,357,871	4,427,796	7,845,390	3,972,053	3,794,563	5,350,325	62,051,771	63,460,000	98%
Development Services																
various PLANNING	12	8,272	25,821	17,672	19,713	17,673	17,190	20,791	11,478	38,607	10,408	12,555	72,715	272,893	290,000	94%
various HOME PROGRAM	17	31,021	39,919	7,898	8,638	4,775	6,444	12,434	9,660	8,528	50,899	48,727	33,808	262,751	814,567	32%
various CDBG	18	154,293	62,293	31,903	34,257	20,308	12,740	505	-	326,745	17,075	53,819	47,419	761,357	1,570,000	48%
various DUATS	22	0	161,695	1	1	1	99,010	2	73,982	3	2	55,965	10	390,671	416,811	94%
various PEG PROJECTS	40	17,082	6,605	4	16,908	6,857	4	17,209	7,419	5	16,914	7,070	13	96,089	100,000	96%
various DCDF	82	3,169	13,891	3,803	2,819	1,353	15,426	3,728	2,844	7,334	2,482	3,631	3,185	63,665	30,000	212%
various NEIGHBORHOOD IMPROVEMENTS	83	2	2	2	2	2	2	2	3	3	2	2	6	29	-	-
various URBAN REVITALIZATION	84	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various USEPA GRANT FUND	85	-	7,332	9,064	3,578	13,990	5,624	6,826	3,569	8,861	-	32,710	-	91,554	710,000	13%
various RECYCLING	88	53,058	57,756	67,273	54,442	52,366	63,875	57,888	57,261	59,906	57,549	60,658	56,859	698,891	684,000	102%
Sub Total		266,897	375,315	137,618	140,357	117,324	220,317	119,385	166,214	449,991	155,331	275,137	214,015	2,637,902	4,615,378	57%
Redevelopment & TIF																
various OLDE TOWNE TIF	19	1	1	1	1	1	484,418	2	1	361,350	3	0	80,006	925,784	1,078,400	86%
various SE PLAZA TIF	20	7,010	7,005	356	9,006	9,006	175,714	9,011	9,012	139,696	11,919	9,016	9,083	395,834	388,900	102%
various WABASH CROSSING TIF	21	1	0	-	-	-	156,140	2	2	43,029	2	2	775	199,952	187,400	107%
various EASTGATE TIF	23	12,801	13,433	23,427	16,034	16,042	59,798	16,097	15,404	55,366	33,171	17,229	16,612	295,415	261,600	113%
various SOUTHSIDE TIF	24	-	-	-	-	-	16,112	0	0	1,756	1	1	30	17,900	15,000	119%
various PINES SHOPPING CENTER TIF	28	3,102	3,102	(2,939)	3,700	3,700	16,434	3,701	3,701	15,518	(945)	3,051	3,058	55,184	63,900	86%
various GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	34,672	2,887	5,001	5,004	47,564	5,000	951%
Sub Total		22,915	23,541	20,845	28,741	28,749	908,616	28,814	28,120	651,387	47,037	34,300	114,569	1,937,633	2,000,200	97%
Public Safety																
various DRUG ENFORCEMENT	25	112,102	52,553	4,003	1,229	988	71,856	72,138	118,513	440	65,074	29,485	11	528,392	242,300	218%
various DUI COURT FINES	26	9,148	8,413	19,735	16,158	13,728	13,162	7,803	7,071	10,938	7,920	6,796	8,059	128,929	118,900	108%
various POLICE PROGRAMS/LAB	27	872	451	449	672	287	571	363	581	417	441	876	103	6,084	15,010	41%
various RADIO COMMUNICATIONS	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various FIRE PROGRAMS/CADET	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various FIRE EMERGENCY GRANT	32	0	0	(6,227)	-	-	-	-	-	-	-	-	-	(6,226)	185,000	-3%
various POLICE CAPITAL	33	-	-	-	-	-	-	260,004	3,008	10	1,096	(68)	23	264,073	-	-
various JUSTICE ADMIN GRANT	39	-	-	-	-	-	-	-	-	-	28,240	-	-	28,240	96,084	29%
various FIRE CAPITAL	49	0	0	0	0	0	0	0	5,098	20,803	(68)	14,382	3	40,218	60,000	67%
Sub Total		122,123	61,417	17,960	18,059	15,004	85,589	340,308	134,270	32,607	102,702	51,471	8,199	989,709	717,294	138%

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Period Ending: December, 2015

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
Debt Service																	
various DEBT SERVICE		50	826,133	292,150	334,659	333,808	333,816	1,747,777	708,630	826,932	1,569,908	899,601	1,061,084	905,696	9,840,191	9,993,955	98%
Sub Total			826,133	292,150	334,659	333,808	333,816	1,747,777	708,630	826,932	1,569,908	899,601	1,061,084	905,696	9,840,191	9,993,955	98%
Public Works & Capital																	
various 2010 PROJECT FUND		43	18	17	18	17	16	16	14	15	17	13	11	7	179	-	-
various CAPITAL STREET PROJECTS		45	4	3	3	3	3	3	148	4,003	(3,996)	3	3	9	190	300	63%
various MFT PROJECTS		46	191,784	191,915	144,365	70,232	177,119	183,275	111,434	39,660	3,518	2,304	47	851,058	1,966,711	2,202,000	89%
various MAJOR MOVES		47	31,673	3	3	3	135,195	3	3	3	3	3	2	7	166,899	2,171,708	8%
various FLEET MAINTENANCE		60	217,992	168,977	257,509	210,210	209,139	211,812	219,502	219,048	217,417	208,345	208,526	173,729	2,522,208	2,850,859	88%
various EQUIPMENT REPLACEMENT		61	11	11	12	12	12	14	15	16	23	250,016	11	32	250,186	-	-
various STORMWATER PROJECTS		78	78,002	81,539	93,229	89,746	106,016	90,023	86,604	81,138	83,066	94,808	114,497	120,878	1,119,549	1,653,000	68%
various SEWER PROJECTS		79	727,649	519,742	365,111	316,527	362,434	1,137,405	1,420,889	516,196	433,343	427,197	757,860	400,087	7,384,440	8,750,264	84%
Sub Total			1,247,132	962,208	860,252	686,750	989,935	1,622,551	1,838,609	860,078	733,391	982,689	1,080,958	1,545,809	13,410,362	17,628,131	76%
Management Services																	
various MIS OPERATIONS		67	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various MASS TRANSIT		70	57,078	1,139,219	47,999	57,723	1,009,593	242,628	1,605,693	262,697	55,621	43,060	34,430	1,039,839	5,595,579	9,982,181	56%
Sub Total			57,078	1,139,219	47,999	57,723	1,009,593	242,628	1,605,693	262,697	55,621	43,060	34,430	1,039,839	5,595,579	9,982,181	56%
Library																	
various LIBRARY OPERATIONS		35	69,830	37,901	35,893	198,031	86,987	1,475,718	75,636	30,096	1,133,244	76,574	20,068	202,722	3,442,698	3,448,046	100%
various LIBRARY CAPITAL		58	3	3	3	3	3	3	3	10,003	10,004	10,004	10,004	10,013	50,049	-	-
various LIBRARY TRUST FUNDS		59	8	14,033	486	423	179	298	529	54	1,467	30	572	62	18,143	10,000	181%
Sub Total			69,842	51,937	36,381	198,457	87,168	1,476,019	76,168	40,152	1,144,715	86,608	30,644	212,797	3,510,890	3,458,046	102%
Other Miscellaneous																	
various BAND		36	376	376	376	2,127	1,076	37,373	600	375	24,864	376	15,376	4,013	87,308	63,303	138%
various RISK MANAGEMENT		64	230,344	222,885	222,890	222,881	222,880	222,887	222,890	222,897	222,920	222,901	220,637	225,329	2,682,340	2,674,648	100%
various EMPLOYEE BENEFIT		65	790,705	773,889	1,031,352	768,310	767,983	776,993	1,071,531	752,067	753,610	796,145	740,996	1,098,309	10,121,889	10,431,608	97%
Sub Total			1,021,425	997,150	1,254,617	993,318	991,939	1,037,253	1,295,021	975,339	1,001,394	1,019,421	977,009	1,327,650	12,891,536	13,169,559	98%
Water Utility & Capital																	
various WATER		80	1,886,804	1,841,560	1,762,946	1,830,501	1,832,746	2,177,029	2,493,189	2,498,973	2,543,376	2,565,662	1,826,995	2,764,285	26,024,066	24,333,580	107%
various WATER CAPITAL		81	76	69	70	319,550	786	88	85	86	123	64	65	151	321,214	2,560,600	13%
various WATER BOND FUND		89	374	324	356	328	319	307	270	254	24,379,048	937	693	(2,611)	24,380,598	20,765,000	117%
Sub Total			1,887,254	1,841,953	1,763,372	2,150,380	1,833,851	2,177,424	2,493,543	2,499,313	26,922,546	2,566,663	1,827,754	2,761,824	50,725,878	47,659,180	106%
Fudiciary Trust & Agency																	
various FIRE PENSION		90	299,046	(31,326)	279,889	343,082	855,604	2,215,923	242,119	387,522	2,094,172	479,363	214,593	1,691,696	9,071,682	7,580,128	120%
various POLICE PENSION		91	355,213	514,859	423,955	301,730	422,324	2,340,887	364,049	288,257	1,991,852	277,830	216,235	6,987,935	14,485,127	7,707,380	188%
Sub Total			654,259	483,532	703,844	644,813	1,277,928	4,556,810	606,168	675,779	4,086,023	757,193	430,828	8,679,631	23,556,809	15,287,508	154%
Grand Total Revenues			10,864,584	9,743,558	9,699,645	10,054,045	11,032,550	23,503,115	14,470,210	10,896,690	44,492,973	10,632,357	9,598,178	22,160,355	187,148,259	187,971,432	100%

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

Net Assessed Value \$: 822,152,764
City Tax Rate: 1.43527%

Assessed Value Year 2014
Pay Year 2015
FINAL

note	Tax Levy Item	Fund	Net Assessed Value	input	input	input	Billed \$ Amount
				Tax Rate	Tax Levy \$ Amount	Extension \$ Amount	
			certified	certified		certified	certified
	General Obligation Bond Debt	50	822,152,764	0.15600%	1,282,550.00	1,282,558.29	1,282,558.29
	IMRF	10	822,152,764	0.02828%	232,450.00	232,504.80	232,504.80
	Fire Pension	10	822,152,764	0.45612%	3,750,000.00	3,750,003.12	3,750,003.12
	Police Pension	10	822,152,764	0.45004%	3,700,000.00	3,700,016.23	3,700,016.23
	City Library	35	822,152,764	0.33753%	2,775,000.00	2,775,012.17	2,775,012.17
	Municipal Band	36	822,152,764	0.00730%	60,000.00	60,017.15	60,017.15
	Mass Transit						
	Bonds Publuic Buidling						
1	Total City		822,152,764	1.43527%	11,800,000.00	11,800,111.76	11,800,111.76
			ok	ok	ok	ok	ok
						0.0143527	
	TIF District (tax code district)		input	input	input	input	
			AV Increment Value	Tax Rate	AV Increment \$ Amount	Extension \$ Amount	Billed \$ Amount
			certified	certified		certified	certified
	ZTF3 Pines TIF (4062)	28	265,672	9.58621%	25,467.88	25,467.88	25,467.88
	ZTF4 SE Plaza TIF (9542)	20	3,303,540	9.02034%	297,990.54	297,990.54	297,990.54
	ZTF5 Olde Towne TIF (4555)	19	9,849,922	9.58621%	944,234.21	944,236.70	944,236.70
	ZTF6 Near North TIF (4455)	21	2,085,672	9.58621%	199,936.90	199,937.76	199,937.76
	ZTF8 Eastgate TIF (9543)	23	936,499	9.28854%	86,987.08	86,987.13	86,987.13
	ZTF0 Grand & Oakland (xxxx)	29	276,541.00	0.00000%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24	186,662.00	9.58621%	17,893.81	17,893.85	17,893.85
2	Redevelopment TIF		16,904,508		1,572,510.42	1,572,513.86	1,572,513.86
			ok			ok	ok
	Total Property Tax Levy				13,372,510.42	13,372,625.62	13,372,625.62

Note(s)

- 1 Data per City of Decatur 2014 Tax Levy - certification and extension dated May 7, 2015 received by City May 13, 2015
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May 7, 2015 received by City May 13, 2105

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

2014
2015
FINAL
Expected
Account
Receivable
\$ Amount

Tax Levy Item	Fund	Billed \$ Amount	98.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	
					Distribution 1 6/26/2015	Distribution 2 9/28/2015	Distribution 3 12/17/2015		
General Obligation Bond Debt	50	1,282,558.29	98.0%	1,256,907.12	671,247.14	512,630.82	77,690.13	1,261,568.09	(4,660.97)
IMRF		232,504.80	98.0%	227,854.70	121,684.71	92,931.03	14,083.09	228,698.83	(844.13)
Fire Pension	10	3,750,003.12	98.0%	3,675,003.06	1,962,622.34	1,498,852.85	227,150.38	3,688,625.57	(13,622.51)
Police Pension	10	3,700,016.23	98.0%	3,626,015.91	1,936,459.82	1,478,872.95	224,122.48	3,639,455.25	(13,439.34)
City Library	35	2,775,012.17	98.0%	2,719,511.93	1,452,345.04	1,109,155.31	168,091.37	2,729,591.72	(10,079.79)
Municipal Band	36	60,017.15	98.0%	58,816.81	31,411.71	23,989.03	3,635.43	59,036.17	(219.36)
Mass Transit		-						-	0
Public Building Bonds		-			0.06	0.03	(0.16)	(0.07)	0
Total City		11,800,111.76		11,564,109.52	6,175,770.82	4,716,432.02	714,772.72	11,606,975.56	(42,866.11)
City Collection Rate:									98.4%
ZTF3 Pines TIF (4062)	28	25,467.88	98.0%	24,958.52	12,733.91	12,733.97	2.85	25,470.73	(512.21)
ZTF4 SE Plaza TIF (9542)	20	297,990.54	98.0%	292,030.73	166,704.79	131,285.75	33.30	298,023.84	(5,993.11)
ZTF5 Olde Towne TIF (4555)	19	944,236.70	98.0%	925,351.97	484,416.04	361,346.62	80,006.44	925,769.10	(417.13)
ZTF6 Near North TIF (4455)	21	199,937.76	98.0%	195,939.00	156,138.89	43,026.19	770.75	199,935.83	(3,996.83)
ZTF8 Eastgate TIF (9543)	23	86,987.13	98.0%	85,247.39	43,673.01	43,314.12	9.72	86,996.85	(1,749.46)
ZTF0 Grand & Oakland (xxxx)	xx	-	98.0%	-	-	-	-	-	0
ZTFA SS Redevelopment (xxxx)	xx	17,893.85	98.0%	17,535.97	16,111.62	1,755.37	28.86	17,895.85	(359.88)
Redevelopment TIF		1,572,513.86		1,541,063.58	879,778.26	593,462.02	80,851.92	1,554,092.20	(13,028.62)
City Collection Rate:									98.8%
Total Property Tax Levy		13,372,625.62		13,105,173.11	7,055,549.08	5,309,894.04	795,624.64	13,161,067.76	(55,894.72)
City Collection Rate:									98.4%

Note(s)

- 1 Payment received 06/26/2015 from Macon County Treasurer with check distribution / checks 13114, 13258, 13280, 13256, 13232, 13143, 13281
- 2 Payment received 09/28/2015 from Macon County Treasurer with check distribution / checks 13337, 13473, 13492, 13471, 13450, 13365, 13493
- 3 Payment received 012/17/2015 from Macon County Treasurer with check distribution / checks 13543, 13676, 13695, 13674, 13653, 13571, 13696

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102	184,559.86	150,534.23	16,785.75	351,879.84
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Total County Distribution to Civil City	6,360,330.68	4,866,966.25	731,558.47	11,958,855.40
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Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	test s/b "0"
Distribution to City including TIF & Mobile Home		7,240,108.94	5,460,428.27	812,410.39	13,512,947.60
General Obligation Bond Debt	50-43500-301103	ZTF3 Pines TIF (4062)	28-43281-301103		
IMRF	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		

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

December, 2015

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	12,860	2,929	3,046	2,988	3,329	2,716	3,907	2,344	2,654	4,547	3,043	3,974	48,337	50,497	50,497	96%
015	EXECUTIVE	10	74,024	43,966	53,147	51,851	45,309	48,252	75,366	44,811	52,498	44,091	45,752	74,009	653,076	596,612	603,696	108%
016	HUMAN RESOURCES	10	36,577	26,958	35,433	23,329	32,521	35,993	39,827	40,938	25,935	25,557	29,884	38,960	391,913	402,492	404,475	97%
017	MANAGEMENT INFO SYSTEMS	10	104,207	77,663	89,074	258,271	82,797	83,655	104,972	75,144	141,027	68,296	81,595	126,187	1,292,887	1,400,454	1,403,901	92%
018	CITY CLERK	10	22,039	29,512	13,831	13,247	36,253	12,999	18,012	12,789	15,744	12,309	12,431	17,826	216,993	193,793	194,106	112%
020	LEGAL	10	98,353	70,919	75,767	71,519	71,845	73,654	105,629	71,989	73,379	85,473	79,366	91,140	969,032	1,033,236	1,040,647	93%
035	FINANCE	10	107,114	74,718	75,885	119,406	125,748	80,149	127,508	85,596	87,604	82,357	81,177	127,930	1,175,192	1,404,496	1,339,903	88%
036	WATER CUSTOMER SERVICE	10	78,746	63,939	79,293	51,983	67,586	63,697	89,686	73,110	60,383	63,906	70,169	88,391	850,890	834,939	907,421	94%
037	PURCHASING	10	23,144	15,791	17,545	15,921	16,184	16,050	25,966	15,899	16,012	15,984	16,511	23,884	218,890	221,156	221,125	99%
038	CIVIC CENTER	10	(6,523)	15,284	18,132	11,916	13,563	3,266	21,366	12,157	(3,279)	25,143	41,042	6,586	158,654	138,672	138,672	114%
039	CITY GENERAL ADMINISTRATIVE	10	476,721	173,526	203,044	70,583	152,941	70,884	152,941	13,854	7,142	80,583	153,293	10,583	1,566,095	1,716,557	1,805,212	87%
Sub Total			1,027,262	595,205	664,199	691,015	648,076	491,313	765,179	448,631	479,100	508,246	614,263	609,470	7,541,959	7,992,904	8,109,655	93%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	65,840	40,913	47,462	46,003	45,659	46,039	68,528	43,231	43,576	43,999	48,607	71,328	611,184	638,945	641,454	95%
052	BUILDING INSPECTIONS	10	61,152	43,139	49,472	44,060	43,069	44,790	65,316	44,608	45,776	45,050	48,087	70,562	605,082	609,758	610,322	99%
053	NEIGHBORHOOD INSPECTIONS	10	57,827	40,931	45,781	44,028	59,662	60,483	77,251	74,227	55,570	68,493	41,855	71,263	697,371	675,793	676,133	103%
054	NEIGHBORHOOD OUTREACH	10	29,167	18,641	19,942	18,663	18,760	20,125	29,379	18,961	22,147	19,555	22,284	43,762	281,387	339,049	340,748	83%
Sub Total			213,985	143,625	162,657	152,755	167,149	171,438	240,473	181,027	167,070	177,097	160,833	256,915	2,195,024	2,263,545	2,268,657	97%
Public Safety																		
060	EMERGENCY COMMUNICATIONS	10	229,923	207,899	209,582	157,290	204,604	298,952	281,735	174,245	211,433	205,195	206,299	282,027	2,669,183	2,526,374	2,521,623	106%
065	POLICE	10	2,202,367	1,436,871	1,663,521	1,530,103	1,566,575	3,517,241	2,131,368	1,527,132	3,032,832	1,493,396	1,457,345	2,417,769	23,976,520	24,891,893	25,014,882	96%
070	FIRE	10	1,309,228	912,985	1,020,607	1,008,950	1,039,250	2,980,959	1,434,686	1,096,762	2,469,872	1,019,844	954,899	1,596,298	16,844,341	17,112,702	17,121,203	98%
Sub Total			3,741,519	2,557,755	2,893,710	2,696,343	2,810,429	6,797,151	3,847,789	2,798,139	5,714,137	2,718,434	2,618,544	4,296,094	43,490,044	44,530,969	44,657,708	97%
Public Works																		
080	PUBLIC WORKS ADMIN	10	27,551	22,747	26,053	28,126	41,998	616,203	70,886	23,470	19,049	42,001	25,896	40,077	984,058	385,212	389,324	253%
082	ENGINEERING	10	113,334	92,153	79,075	75,344	75,551	76,638	117,575	78,620	78,126	78,263	76,962	109,866	1,051,508	1,154,094	1,156,979	91%
083	MUNICIPAL SERVICES	10	446,558	395,698	396,432	337,370	343,675	349,468	477,096	367,458	367,141	344,258	346,371	477,572	4,649,097	4,848,474	4,852,875	96%
084	STREETS	10	70,401	67,993	113,460	102,918	86,884	92,456	84,310	81,111	75,237	102,941	81,625	117,058	1,076,393	1,379,795	1,379,795	78%
086	TRAFFIC & PARKING	10	13,801	72,377	177,735	164,893	82,771	273,647	174,107	134,024	222,578	146,390	177,500	198,364	1,838,187	1,764,590	1,764,590	104%
088	URBAN FORESTRY	10	23,542	26,904	59,462	28,190	28,705	29,192	25,050	24,362	51,264	59,535	18,894	55,153	430,251	430,417	430,417	100%
Sub Total			695,187	677,871	852,216	736,841	659,585	1,437,605	949,025	709,044	813,394	773,388	727,248	998,090	10,029,495	9,962,582	9,973,980	101%
General Fund Expenditure Total			5,677,953	3,974,456	4,572,782	4,276,954	4,285,239	8,897,507	5,802,465	4,136,841	7,173,702	4,177,166	4,120,888	6,160,569	63,256,522	64,750,000	65,010,000	97%
Development Services																		
120	PLANNING	12	4,165	21,149	141	78,385	12,694	4,123	2,042	6,678	5,172	7,225	65,818	14,100	221,692	401,000	401,000	55%
170	HOME PROGRAM	17	1,243	4,221	2,867	5,224	803	2,576	6,676	5,780	1,096	1,358	3,900	1,537	37,283	227,612	227,612	16%
171	PROGRAM DELIVERY COSTS	17	26,032	32,580	9,543	180	-	-	4,875	-	690	53,022	40,647	24,936	192,504	586,955	586,955	33%
181	PROJECTS	18	3,407	135,351	5,355	1,223	1,388	1,388	1,388	1,388	71,826	8,423	22,494	15,459	269,090	920,119	920,119	29%
183	REHAB PROJECTS	18	43,680	12,754	13,948	15,069	13,902	21,122	14,095	21,185	(50,333)	159	6,914	20,627	133,121	265,131	265,131	50%
184	ADMINISTRATION	18	15,664	15,697	12,354	17,076	18,663	20,828	186,239	19,564	15,372	7,567	23,252	16,285	368,561	384,750	384,750	96%
220	DUATS	22	1,468	110,272	26,816	4,730	608	70,810	0	54,249	20,893	1,049	1,326	157	292,378	416,811	416,811	70%
400	PEG PROJECTS	40	560	598	17,047	620	560	571	14,551	571	796	1,300	32	15,032	52,237	100,000	100,000	52%
820	DCDF	82	1,843	357	15,943	790	50,912	27,555	4,604	1,085	1,544	527	173	2,985	108,318	130,360	130,360	83%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	-	-	2,568	1,183	623	-	-	-	11	1,184	397	5,967	-	73,350	8%
840	URBAN REVITALIZATION	84	-	-	-	-	-	-	-	-	-	-	-	-	-	1,660,000	-	-
850	MISCELLANEOUS GRANTS	85	4,125	-	4,095	33,592	10,778	-	-	-	100	-	15,356	-	68,046	275,000	275,000	25%
854	USEPA HAZARDOUS SUBSTANCES	85	-	4,239	6,006	3,046	13,157	5,419	1,785	3,295	8,397	-	31,243	-	76,587	285,000	285,000	27%
855	USEPA PETROLEUM PRODUCTS	85	-	3,093	3,058	532	833	205	5,041	274	464	-	1,467	-	14,967	225,000	225,000	7%
880	RECYCLING	88	51,506	48,287	48,762	48,574	48,658	48,936	61,775	48,513	49,061	48,248	48,175	53,930	604,426	612,245	612,245	99%
Sub Total			153,695	388,599	165,934	211,609	174,139	204,156	303,070	162,584	125,078	128,888	261,981	165,444	2,445,177	6,489,983	4,903,333	50%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

December, 2015

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	
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-	-	-	371,106	106,970	-	230,292	157,467	-	80,557	946,392	1,096,107	1,096,107	86%	
200	SE PLAZA TIF	20	360,089	-	-	-	-	-	-	-	-	-	-	360,089	388,900	388,900	93%	
210	WABASH CROSSING TIF	21	865	35,821	-	-	67,552	21,591	11,852	11,852	11,852	11,852	14,162	187,399	187,400	187,400	100%	
230	EASTGATE TIF	23	-	-	65,948	-	-	-	-	102,944	124,849	-	-	293,741	254,100	294,100	100%	
281	PINES SHOPPING CENTER TIF	28	-	-	65,965	-	-	-	-	-	-	-	-	65,965	63,900	66,900	99%	
291	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	0%	
Sub Total			360,954	35,821	131,913	-	-	438,659	128,561	11,852	345,088	294,168	11,852	94,719	1,853,587	1,995,407	2,038,407	91%
Public Safety																		
250	DRUG ENFORCEMENT	25	92,757	26,788	37,259	96,001	51,376	72,476	74,581	42,531	180,994	64,594	44,819	29,248	813,424	477,392	857,392	95%
260	DUI COURT FINES	26	2,724	2,833	18,209	1,388	16,244	12,641	1,615	11,805	66,924	19,497	11,231	1,986	167,097	167,500	182,500	92%
270	POLICE PROGRAMS/LAB	27	-	2,188	11,692	366	433	-	1,235	294	490	352	299	701	18,050	34,700	34,700	52%
300	RADIO COMMUNICATIONS	30	-	-	-	-	-	-	0	-	-	-	-	-	-	213,513	-	-
310	FIRE PROGRAMS/CADET	31	-	-	-	-	-	-	0	-	-	-	-	-	-	50,261	-	-
320	FIRE EMERGENCY GRANT	32	-	-	-	-	-	-	-	-	-	-	-	-	-	188,148	188,148	0%
397	JUSTICE ADMIN GRANT - 2013	39	11,521	-	-	-	-	-	-	-	-	-	-	-	11,521	46,084	46,084	25%
398	JUSTICE ADMIN GRANT - 2014	39	-	-	-	-	-	-	-	-	-	28,240	-	-	28,240	50,000	50,000	56%
Sub Total			107,002	31,808	67,160	97,755	68,053	85,116	77,431	54,630	248,408	112,683	56,349	31,935	1,038,333	1,227,598	1,358,824	76%
Debt Service																		
501	DS-SPRING CREEK SEWER LOAN	50	-	17,884	-	-	-	-	-	-	-	-	-	-	17,884	17,884	17,884	100%
502	DS-WEST MOUND SEWER LOAN	50	-	-	-	6,394	-	-	-	-	-	-	-	-	6,394	6,394	6,394	100%
503	DS-2014 GO BOND	50	-	1,260,694	-	-	375	-	519,744	-	-	-	-	-	1,780,813	1,780,788	1,780,788	100%
505	DS-2015 GO BOND	50	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	250,000	0%
512	DS-2002 BOND-WABASH CROSSNG	50	45,292	-	-	-	-	220,292	-	-	-	-	-	-	265,585	265,585	265,585	100%
514	DS-2008 GO BONDS	50	-	-	-	-	190,356	-	-	-	-	-	980,356	1,170,713	1,171,141	1,171,141	100%	
516	DS-2010A BOND	50	-	-	-	-	222,891	-	-	-	-	-	373,641	596,533	596,211	596,211	100%	
517	DS-2010B BOND	50	1,053	-	-	-	684,534	-	-	-	-	-	1,640,586	2,326,173	2,324,746	2,324,746	100%	
518	DS-2010C BOND	50	-	-	-	-	41,800	-	-	-	-	-	237,550	279,350	279,028	279,028	100%	
519	DS-2010D BOND	50	-	-	-	-	10,925	-	-	-	-	-	266,675	277,600	277,278	277,278	100%	
521	DS-2012 GO BOND	50	-	673,738	-	-	-	-	73,891	-	-	-	-	747,629	747,629	747,629	100%	
522	DS-2013 GO BOND	50	-	1,514,775	350	-	-	-	322,150	-	-	-	-	1,837,275	1,837,275	1,837,275	100%	
Sub Total			46,345	3,467,091	350	6,394	-	1,150,881	220,292	915,784	-	-	-	3,498,809	9,305,947	9,553,959	9,553,959	97%
Public Works & Capital																		
430	2010 PROJECT FUND	43	-	3,207	10,142	2,128	10,907	105,099	283	1,596	89,336	-	14,126	1,500	238,324	880,908	880,908	27%
451	CAPITAL STREET PROJECTS	45	31,671	-	-	-	-	-	-	-	-	-	-	-	31,671	77,719	77,719	41%
460	MFT PROJECTS	46	33,574	120,002	609,004	238,951	30,038	612,845	56,358	42,662	122,593	37,069	1,237,970	426,812	3,567,879	3,568,481	3,568,481	100%
470	MAJOR MOVES	47	-	-	-	-	143,364	-	-	6,293	-	-	-	-	149,657	737,803	737,803	20%
490	FIRE CAPITAL	49	-	-	-	-	-	-	-	-	-	-	-	16,817	16,817	195,000	17,000	99%
601	FLEET OPERATIONS	60	112,347	124,948	148,368	101,592	109,592	98,224	119,463	100,031	108,401	346,883	117,593	121,032	1,608,474	1,479,888	1,479,888	109%
602	FLEET INVENTORY	60	22,101	92,716	88,192	70,941	77,903	59,269	66,178	74,234	109,864	45,410	76,030	122,781	905,618	1,360,000	1,360,000	67%
603	FLEET CAPITAL	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
610	EQUIPMENT REPLACEMENT	61	-	-	-	520	-	-	-	-	-	-	64	-	270,848	650,000	650,000	42%
780	STORM WATER PROJECTS	78	19,072	1,098	5,280	1,849	3,372	38,965	59,860	61,947	87,012	70,190	58,586	79,004	486,233	1,509,216	1,509,216	32%
790	SEWER PROJECTS	79	307,283	370,201	273,107	270,830	157,628	1,217,165	904,699	384,355	249,206	262,524	508,889	575,357	5,481,242	8,764,202	8,764,202	63%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	221,017	-	-	-	-	-	226,901	-	-	447,918	519,696	519,696	86%
793	SEWER DEBT SERVICE-2014 IEPA	79	-	-	-	-	-	-	-	-	-	-	-	-	-	79,428	79,428	0%
Sub Total			526,048	712,172	1,134,092	907,827	532,803	2,131,567	1,206,841	671,118	766,411	1,259,240	2,013,259	1,343,302	13,204,681	19,782,341	19,644,341	67%
Management Services																		
670	MIS OPERATIONS	67	-	35,872	29,782	(11,215)	233,000	73,295	39,314	-	5,431	27,190	1,331	22,912	456,912	523,381	523,381	87%
701	MT-OPERATIONS	70	78,572	80,095	62,279	76,203	65,494	77,568	78,581	48,124	107,365	97,833	123,088	138,649	1,033,851	864,734	864,734	120%
702	MT-MAINTENANCE	70	91,020	76,177	116,710	71,515	82,269	310,851	91,527	94,424	102,180	128,591	81,101	131,815	1,378,180	1,104,580	1,104,580	125%
703	MT-TRANSPORTATION	70	383,191	303,373	387,667	306,318	296,219	429,078	307,016	300,682	329,005	399,093	225,711	369,103	4,036,456	4,469,555	4,469,555	90%
704	MT-INSURANCE	70	11,767	11,611	12,361	11,611	22,745	2,504	477	477	73,756	93,669	13,277	44,621	298,875	205,724	205,724	145%
705	MT-CAPITAL	70	-	-	-	-	-	119,600	-	-	2,000	-	-	-	121,600	3,300,000	3,300,000	4%
Sub Total			564,550	507,127	608,799	454,432	699,727	1,012,895	516,916	443,707	619,737	746,376	444,508	707,100	7,325,874	10,467,974	10,467,974	70%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

December, 2015

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
Library																	
351 LIBRARY OPERATIONS	35	296,367	240,660	324,292	238,900	233,370	269,204	330,771	241,515	280,168	270,389	310,622	368,847	3,405,105	3,418,183	3,418,183	100%
353 LIBRARY ANNEX	35	518	638	544	362	336	305	320	315	-	-	1,608	365	5,310	2,350	2,350	226%
582 LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	35,000	0%
591 DPL-CANTONI TRUST	59	-	-	-	-	-	-	-	-	-	-	22	-	22	20,000	20,000	0%
592 DPL-MEYER TRUST	59	45	3,877	10,060	61	1,198	239	234	1,437	995	50	558	262	19,015	89,500	89,500	21%
594 DPL-DONATIONS	59	-	371	1,259	311	684	-	1,126	433	1,002	508	1,506	1,227	8,426	10,000	10,000	84%
Sub Total		296,929	245,546	336,155	239,633	235,588	269,747	332,451	243,700	282,165	270,947	314,316	370,701	3,437,878	3,575,033	3,575,033	96%
Other Miscellaneous																	
360 BAND	36	479	1,989	2,146	200	3,483	15,949	33,007	16,735	7,162	5,782	1,175	1,802	89,910	78,303	90,303	100%
641 RISK MANAGEMENT	64	34,710	25,366	24,873	27,359	27,640	25,147	31,200	24,786	24,946	29,335	24,363	31,686	331,410	333,431	333,431	99%
642 WORKER'S COMPENSATION	64	243,255	169,855	162,339	141,469	112,893	125,199	24,518	104,382	83,913	147,260	88,276	181,044	1,584,403	1,729,443	1,729,443	92%
643 LIABILITY PROPERTY & CASUALTY	64	3,708	70,399	161,134	83,467	7,223	15,128	4,489	12,392	275,191	14,210	2,736	8,460	658,537	764,661	764,661	86%
651 MEDICAL INSURANCE	65	926,475	795,249	807,165	800,747	895,537	854,980	752,073	746,874	698,076	745,324	774,745	632,565	9,429,809	9,565,180	9,565,180	99%
653 UNEMPLOYMENT INSURANCE	65	-	8,696	-	-	16,292	-	-	5,982	-	-	12,201	-	43,170	50,368	50,368	86%
Sub Total		1,208,627	1,071,554	1,157,656	1,053,242	1,063,068	1,036,403	845,286	911,150	1,089,288	941,912	903,496	855,556	12,137,238	12,521,386	12,533,386	97%
Water Utility & Capital																	
801 WATER PRODUCTION	80	276,192	315,287	471,068	351,950	343,904	418,613	408,324	309,379	391,220	310,832	700,354	608,455	4,905,579	5,413,567	5,413,567	91%
802 WATER LAKE SERVICES	80	65,677	52,382	65,893	55,956	52,150	90,444	122,181	119,710	167,039	59,468	47,203	123,146	1,021,248	1,118,213	1,118,213	91%
803 WATER ADMINISTRATION	80	265,973	266,655	255,224	253,884	254,199	258,747	271,038	274,995	256,470	256,486	258,659	394,266	3,266,596	4,707,082	4,707,082	69%
804 WATER SERVICES	80	284,856	236,483	244,709	229,165	258,656	217,165	282,831	223,075	231,390	251,855	256,143	300,097	3,016,423	3,657,990	3,657,990	82%
808 WATER DEBT SERV-SWTP	80	808,721	275,641	325,641	325,641	325,641	396,864	396,862	806,863	806,863	806,863	806,863	724,699	6,807,162	6,807,162	6,807,162	100%
809 WATER DEBT-NITRATE FACILITY	80	-	-	-	-	-	242,179	-	-	-	-	-	-	484,358	484,358	484,358	100%
808 WATER DEBT-MAIN&FRANK TANK	80	180,840	-	-	-	-	-	180,840	-	-	-	-	-	361,681	357,109	357,109	101%
80C WATER DEBT-ENERGY PROJECT	80	-	296,750	500	-	296,750	-	-	296,750	-	-	305,000	-	1,195,750	1,195,250	1,195,250	100%
811 WATER NON LAKE CAPITAL	81	-	248,509	99,173	139	-	-	11,480	334	66,470	339,221	397,331	231,977	1,394,635	3,379,697	3,379,697	41%
812 WATER LAKE CAPITAL	81	-	10,000	-	-	135,774	201,065	-	23,381	-	-	3,312	5,965	379,496	795,000	795,000	48%
890 WATER BONDS	89	2,428,376	-	7,341	46,369	14,459	2,316,304	35,426	1,697,912	403,131	6,122,248	2,843,608	5,269,868	21,185,043	24,460,000	24,460,000	87%
Sub Total		4,310,635	1,701,706	1,469,549	1,263,105	1,681,532	4,141,380	1,708,982	3,752,400	2,322,583	8,146,973	5,860,652	7,658,473	44,017,971	52,375,428	52,375,428	84%
Fudiciary Trust & Agency																	
900 FIRE PENSION	90	590,226	621,980	591,565	583,339	608,601	600,039	600,278	607,243	612,955	594,739	625,695	594,194	7,230,854	7,527,342	7,527,342	96%
910 POLICE PENSION	91	555,628	657,219	566,420	577,619	571,712	590,765	571,802	651,746	563,816	562,146	629,834	582,302	7,081,008	7,104,981	7,104,981	100%
Sub Total		1,145,854	1,279,199	1,157,985	1,160,958	1,180,314	1,190,804	1,172,080	1,258,989	1,176,771	1,156,885	1,255,528	1,176,496	14,311,862	14,632,323	14,632,323	98%
Grand Total Expenditures		14,398,592	13,415,080	10,802,375	9,671,911	9,920,464	20,559,114	12,314,377	12,562,755	14,149,231	17,235,239	15,242,829	22,063,104	172,335,069	197,371,432	196,093,008	88%

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

Month of: **December, 2015**

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,751,681	2,812,556	(60,875)	2,364,275	387,406
Tapping Fees	965	3,000	(2,035)	440	525
Transfer from Other funds	-	-	-	-	-
Interest Income	678	50	628	72	606
Other Income	10,961	10,000	961	25,369	(14,408)
Total Revenue	2,764,285	2,825,606	(61,321)	2,390,156	374,129
Cost of Service					
Water Production	608,455	490,037	118,418	614,832	(6,377)
Water Services	300,097	355,646	(55,549)	272,273	27,824
Total Cost of Service	908,552	845,683	62,869	887,105	21,447
% of Revenue	32.9%	29.9%		37.1%	
Water Gross Margin	1,855,733	1,979,923	(124,190)	1,503,051	352,682
% of Revenue	67.1%	70.1%		62.9%	
Operating Expense					
Lake Management	123,146	105,299	17,847	70,801	52,345
Water Administration	394,266	273,732	120,534	247,962	146,304
Total Operating Expense	517,412	379,031	138,381	318,763	198,649
% of Revenue	18.7%	13.4%		13.3%	
Margin Before Debt Service	1,338,321	1,600,892	(262,571)	1,184,288	154,033
% of Revenue	48.4%	56.7%		49.5%	
Debt Service					
GO Bond Debt	724,699	724,699	-	714,911	9,788
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	-	-	-	-	-
Total Debt Service	724,699	724,699	-	714,911	9,788
% of Revenue	26.2%	25.6%		29.9%	
Transfer to Capital					
CapEx Funding	-	1,560,600	(1,560,600)	-	-
Operating Income	613,622	(684,407)	1,298,029	469,377	144,245
% of Revenue	22.2%	-24.2%		19.6%	

Balance Sheet Items (Operating Fund)				
Cash	7,843,451		2,935,071	
Interfund AR	255,000		200,000	
Investments	-		-	
Total Cash & Investments	8,098,451		3,135,071	
Accounts Receivable	2,295,885		1,348,441	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
25,715,503	24,100,000	1,615,503	20,258,789	5,456,714
21,896	36,000	(14,104)	33,464	(11,568)
76,980	76,980	-	47,959	29,021
2,443	600	1,843	832	1,611
207,248	120,000	87,248	154,220	53,028
26,024,070	24,333,580	1,690,490	20,495,264	5,528,806
4,905,578	5,413,567	(507,989)	4,370,029	535,549
3,016,425	3,657,990	(641,565)	3,013,102	3,323
7,922,003	9,071,557	(1,149,554)	7,383,131	538,872
30.4%	37.3%		36.0%	
18,102,067	15,262,023	2,840,044	13,112,133	4,989,934
69.6%	62.7%		64.0%	
1,021,249	1,118,213	(96,964)	943,902	77,347
3,266,596	3,146,482	120,114	2,743,733	522,863
4,287,845	4,264,695	23,150	3,687,635	600,210
16.5%	17.5%		18.0%	
13,814,222	10,997,328	2,816,894	9,424,498	4,389,724
53.1%	45.2%		46.0%	
6,807,162	6,807,162	-	5,302,600	1,504,562
484,358	484,358	-	484,358	-
361,680	357,109	4,571	345,105	16,575
1,195,750	1,195,250	500	744,703	451,047
8,848,950	8,843,879	5,071	6,876,766	1,972,184
34.0%	36.3%		33.6%	
-	1,560,600	(1,560,600)	-	-
4,965,272	592,849	4,372,423	2,547,732	2,417,540
19.1%	2.4%		12.4%	

Comments

Receivable from Recycling Fund

Prepared By: Office of the City Treasurer

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

Month of: **December, 2015**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	1,560,600	(1,560,600)	1,560,600	CapEx funding from Water Operating Fund
ADM Cost Share	-	319,482	1,000,000	(680,518)	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	132	1,712	-	1,712	-	
Total Revenue	132	321,194	2,560,600	(2,239,406)	2,560,600	

CapEx Project Spending					
Operating CapEx	-	1,629	50,000	(48,371)	50,000
Capital Equipment	5,750	359,996	-	359,996	-
JCI Water Meter project	-	-	1,168,697	(1,168,697)	1,168,697
Water Distribution	28,083	28,083	200,000	(171,917)	200,000
Pump Stations	41	41	300,000	(299,959)	300,000
Water Main Replacement	197,253	944,585	993,000	(48,415)	993,000
SWTP CapEx	849	60,299	668,000	(607,701)	668,000
Lake Operating	5,965	9,277	25,000	(15,723)	25,000
Storm Water Improvement	-	201,065	210,000	(8,935)	210,000
EPA Non Source	-	19,841	25,000	(5,159)	25,000
Lakefront Development	-	145,774	500,000	(354,226)	500,000
Sediment Control	-	3,540	35,000	(31,460)	35,000
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	237,941	1,774,130	4,174,697	(2,400,567)	4,174,697

Surplus (Deficit)	(237,809)	(1,452,936)	(1,614,097)	(1,614,097)
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Capital Fund Cash Position			
Cash at January 1, 2014	3,768,276		
Current Cash Position	2,315,359	Cash Position Target at December 31, 2015	2,154,179
included in cash above	1,168,551	JCI project cash in Regions escrow account	-

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	25,537	26,418	29,872	24,586	27,189	28,348	27,309	25,025	27,326	28,502	23,993	29,163	323,268	
Industrial	33	33	33	33	33	33	33	33	33	33	33	33	396	
Commercial	2,622	2,666	2,819	2,502	2,661	2,818	2,679	2,599	2,703	2,729	2,507	2,834	32,139	
Total	28,192	29,117	32,724	27,121	29,883	31,199	30,021	27,657	30,062	31,264	26,533	32,030	355,803	100.0%
Delinquent Bills														
Residential	6,872	6,507	7,250	6,803	6,001	7,870	7,363	6,965	7,582	7,757	6,402	7,674	85,046	
Industrial	2	-	-	-	-	-	-	-	-	-	-	-	2	
Commercial	429	345	406	352	327	387	376	402	377	401	302	428	4,532	
Total	7,303	6,852	7,656	7,155	6,328	8,257	7,739	7,367	7,959	8,158	6,704	8,102	89,580	104.9%
Total Bill Count	35,495	35,969	40,380	34,276	36,211	39,456	37,760	35,024	38,021	39,422	33,237	40,132	445,383	101.0%
Cubit Feet Consumption Billed														
Residential	12,884,286	12,298,038	13,495,337	11,719,072	12,764,089	13,912,477	14,302,296	14,020,261	15,328,389	14,581,846	11,634,197	13,378,242	160,318,530	98.3%
Industrial	46,994,530	39,815,985	33,165,560	43,361,232	41,275,400	38,976,983	47,557,297	44,169,858	45,462,239	44,151,617	37,452,024	40,154,526	502,537,251	108.4%
Commercial	11,263,612	9,505,907	10,138,657	10,610,268	10,013,308	11,648,090	12,849,089	13,265,969	15,102,023	13,618,363	11,991,360	10,582,972	140,589,618	100.2%
Total	71,142,428	61,619,930	56,799,554	65,690,572	64,052,797	64,537,550	74,708,682	71,456,088	75,892,651	72,351,826	61,077,581	64,115,740	803,445,399	104.7%
Water Shut Offs														
	296	331	283	314	252	349	334	366	334	314	252	365	3,790	124.1%
Customer Service Telephone Calls	4,806	4,284	5,076	4,849	4,330	4,887	5,158	5,070	4,717	4,974	4,262	4,947	57,360	110.4%
Water Billed \$														
Residential	\$ 582,901	\$ 542,581	\$ 578,515	\$ 501,760	\$ 588,534	\$ 738,751	\$ 751,598	\$ 726,028	\$ 789,539	\$ 762,262	\$ 617,870	\$ 720,729	\$ 7,901,068	125.6%
Industrial	\$ 910,973	\$ 789,337	\$ 689,353	\$ 853,302	\$ 809,525	\$ 945,641	\$ 1,130,989	\$ 1,064,698	\$ 1,069,925	\$ 1,065,933	\$ 906,943	\$ 980,331	\$ 11,216,950	136.1%
Commercial	\$ 392,034	\$ 343,449	\$ 364,232	\$ 366,672	\$ 380,137	\$ 504,612	\$ 536,239	\$ 540,699	\$ 602,574	\$ 564,917	\$ 504,979	\$ 480,014	\$ 5,580,558	126.3%
Total	\$ 1,885,908	\$ 1,675,367	\$ 1,632,100	\$ 1,721,734	\$ 1,778,196	\$ 2,189,004	\$ 2,418,826	\$ 2,331,425	\$ 2,462,038	\$ 2,393,112	\$ 2,029,792	\$ 2,181,074	\$ 24,698,576	130.3%
Penalty \$	\$ 9,552	\$ 9,773	\$ 9,573	\$ 8,979	\$ 8,335	\$ 11,403	\$ 12,874	\$ 13,317	\$ 14,439	\$ 13,449	\$ 10,282	\$ 12,435	\$ 134,411	121.8%
Total Billed	\$ 1,895,459	\$ 1,685,140	\$ 1,641,673	\$ 1,730,713	\$ 1,786,531	\$ 2,200,407	\$ 2,431,700	\$ 2,344,742	\$ 2,476,477	\$ 2,406,561	\$ 2,040,074	\$ 2,193,509	\$ 24,832,986	130.3%
Water Gallonage														
Gallons (000)	245,850	230,470	256,570	268,360	284,300	228,570	294,720	300,870	304,789	274,480	260,710	203,760	3,153,449	89.1%
\$ Billed	\$ 73,509	\$ 68,911	\$ 76,714	\$ 80,240	\$ 85,006	\$ 68,342	\$ 88,121	\$ 89,960	\$ 91,132	\$ 82,070	\$ 77,584	\$ 60,313	\$ 941,902	90.9%
Water Billed vs Cash Receipts														
Billed \$	\$ 1,968,969	\$ 1,754,051	\$ 1,718,387	\$ 1,810,953	\$ 1,871,537	\$ 2,268,749	\$ 2,519,821	\$ 2,434,702	\$ 2,567,609	\$ 2,488,631	\$ 2,117,658	\$ 2,253,822	\$ 25,774,889	128.3%
Cash Revenue \$	\$ 1,884,792	\$ 1,809,958	\$ 1,728,841	\$ 1,804,985	\$ 1,777,447	\$ 2,173,545	\$ 2,467,269	\$ 2,470,164	\$ 2,536,896	\$ 2,530,030	\$ 1,179,895	\$ 2,751,681	\$ 25,115,500	124.0%
% Cash to Billed	95.7%	103.2%	100.6%	99.7%	95.0%	95.8%	97.9%	101.5%	98.8%	101.7%	55.7%	122.1%	97.4%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,815	24,364	29,278	24,584	27,843	24,659	30,034	27,674	25,309	27,915	24,005	30,100	323,580	
Industrial	33	33	32	33	33	33	33	33	33	33	-	33	362	
Commercial	2,712	2,494	2,762	2,611	2,665	2,433	2,919	2,781	2,578	2,682	2,408	2,797	31,842	
Total	30,560	26,891	32,072	27,228	30,541	27,125	32,986	30,488	27,920	30,630	26,413	32,930	355,784	
Delinquent Bills														
Residential	7,066	6,146	5,611	6,804	5,727	7,139	6,860	6,969	7,274	7,394	5,424	8,615	81,029	
Industrial	-	-	-	-	-	-	-	-	1	-	-	-	1	
Commercial	378	295	342	322	335	389	355	368	364	398	314	480	4,340	
Total	7,444	6,441	5,953	7,126	6,062	7,528	7,215	7,337	7,639	7,792	5,738	9,095	85,370	
Total Bill Count	38,004	33,332	38,025	34,354	36,603	34,653	40,201	37,825	35,559	38,422	32,151	42,025	441,154	
Cubit Feet Consumption Billed														
Residential	14,579,987	14,164,757	12,045,872	11,844,397	14,515,945	13,657,291	16,659,388	14,419,222	12,841,812	13,541,611	11,285,234	13,598,819	163,154,335	
Industrial	38,045,174	36,304,337	34,396,278	41,422,088	40,283,387	41,416,368	42,248,940	43,930,038	45,246,709	40,188,801	-	60,233,519	463,715,639	
Commercial	10,548,740	11,095,788	10,367,766	10,880,209	11,948,315	11,827,169	13,529,250	13,497,533	16,822,073	11,886,637	4,788,858	13,075,053	140,267,391	
Total	63,173,901	61,564,882	56,809,916	64,146,694	66,747,647	66,900,828	72,437,578	71,846,793	74,910,594	65,617,049	16,074,092	86,907,391	767,137,365	
Water Shut Offs														
	227	240	232	241	177	199	247	320	285	300	276	310	3,054	
Customer Service Tphone Calls	4,556	4,103	4,125	4,104	4,063	4,079	4,665	4,697	4,508	4,690	3,716	4,633	51,939	
Water Billed \$														
Residential	\$ 470,266	\$ 442,949	\$ 399,810	\$ 388,866	\$ 528,968	\$ 568,187	\$ 691,631	\$ 607,041	\$ 544,197	\$ 577,469	\$ 485,266	\$ 587,603	\$ 6,292,253	
Industrial	\$ 571,572	\$ 565,353	\$ 523,664	\$ 616,491	\$ 691,899	\$ 804,885	\$ 818,746	\$ 854,574	\$ 878,230	\$ 784,386	\$ -	\$ 1,130,220	\$ 8,240,020	
Commercial	\$ 290,430	\$ 296,496	\$ 284,817	\$ 295,708	\$ 390,943	\$ 399,091	\$ 463,406	\$ 479,435	\$ 484,792	\$ 411,821	\$ 208,211	\$ 442,302	\$ 4,417,452	
Total	\$ 1,332,268	\$ 1,304,798	\$ 1,208,291	\$ 1,301,065	\$ 1,581,810	\$ 1,772,163	\$ 1,973,783	\$ 1,941,050	\$ 1,907,219	\$ 1,773,676	\$ 693,477	\$ 2,160,125	\$ 18,949,725	
Penalty \$	\$ 9,176	\$ 6,961	\$ 8,391	\$ 6,793	\$ 6,953	\$ 9,135	\$ 10,331	\$ 10,473	\$ 11,672	\$ 11,140	\$ 7,704	\$ 11,644	\$ 110,373	
Total Billed	\$ 1,341,444	\$ 1,311,759	\$ 1,216,682	\$ 1,307,858	\$ 1,588,763	\$ 1,781,298	\$ 1,984,114	\$ 1,951,523	\$ 1,918,891	\$ 1,784,816	\$ 701,181	\$ 2,171,769	\$ 19,060,098	
Water Gallonage														
Gallons (000)	347,520	307,710	300,240	302,850	297,810	352,350	329,490	293,330	256,320	249,910	245,420	255,573	3,538,523	
\$ Billed	\$ 101,476	\$ 89,851	\$ 87,670	\$ 88,432	\$ 86,961	\$ 102,886	\$ 96,211	\$ 85,652	\$ 74,845	\$ 72,974	\$ 72,548	\$ 76,416	\$ 1,035,922	
Water Billed vs Cash Receipts														
Billed \$	\$ 1,442,920	\$ 1,401,610	\$ 1,304,352	\$ 1,396,290	\$ 1,675,724	\$ 1,884,184	\$ 2,080,325	\$ 2,037,175	\$ 1,993,736	\$ 1,857,790	\$ 773,729	\$ 2,248,185	\$ 20,096,020	
Cash Revenue \$	\$ 1,478,921	\$ 1,092,773	\$ 1,060,250	\$ 1,411,461	\$ 1,475,466	\$ 1,793,787	\$ 1,588,222	\$ 2,345,263	\$ 2,102,747	\$ 1,886,797	\$ 758,827	\$ 2,364,275	\$ 20,258,789	
% Cash to Billed	102.5%	78.0%	150.3%	101.1%	88.0%	95.2%	76.3%	115.1%	105.5%	101.6%	98.1%	105.2%	100.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: December, 2015

	2015 Budget	2014 Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	4	3	3	4	4	4	4	4	4	4	4	4	4	3
Legislative	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Finance	22	21	21	20	22	22	22	22	22	22	21	21	21	21
Management Services	15	15	15	15	15	14	14	13	13	13	15	15	15	15
Corporation Counsel	8	8	8	8	8	8	8	8	8	8	7	7	8	8
Planning & Building Services	12	11	11	12	12	12	11	11	11	11	12	12	12	12
Neighborhood Services	9	7	7	7	7	7	7	7	7	7	7	8	8	7
Public Safety	305	297	296	300	301	299	296	296	293	304	304	304	303	287
Public Works	70	67	65	64	64	64	67	67	66	65	63	66	65	65
Water Management	46	43	43	43	43	43	42	42	42	42	45	45	45	43
Total Full Time	491	472	469	473	476	473	471	470	466	476	478	482	481	461
Part Time Staffing														
Executive	0	1	1											1
Legislative	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Finance	0													1
Management Services	0													0
Corporation Counsel	0													0
Planning & Building Services	0							1	2	2	1	1	1	0
Neighborhood Services	0		1	1	1	1	1	1	1					0
Public Safety	0							2	2	2	2	2	2	0
Public Works	0	6	1											0
Water Management	0					9	12	12	12	2	1	1		0
Total Temporary	7	14	10	8	8	17	20	23	24	13	11	11	10	9
Total City Staff Headcount	498	486	479	481	484	490	491	493	490	489	489	493	491	470

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: December, 2015

	2015 Budget	Jan	Feb	Mar	Apr	May	2014 Staffing Levels		Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staff														
Executive	4	3	3	4	4	4	4	4	4	4	4	4	4	3
Legislative	0	0	0	0	0	0	0	0	0	0	0	0	0	
Financial Management														
Finance	11	11	11	10	11	11	11	11	11	11	11	11	11	11
Purchasing	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Risk Management	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Water Customer Service	7	6	6	6	7	7	7	7	7	7	6	6	6	6
Total	22	21	21	20	22	22	22	22	22	22	21	21	21	21
Management Services														
City Clerk	2	2	2	3	3	2	2	2	2	2	2	2	2	3
Human Resources	3	3	3	3	3	3	3	3	2	2	3	3	3	2
MIS Information Technology	9	9	9	8	8	8	8	8	9	8	9	9	9	9
Mass Transit	1	1	1	1	1	1	1	0	0	1	1	1	1	1
Total	15	15	15	15	15	14	14	13	13	13	15	15	15	15
Corporation Legal Counsel	8	8	8	8	8	8	8	8	8	8	7	7	8	8
Planning & Building Service														
Planning & Sustainability	6	5	5	6	6	6	5	5	5	5	6	6	6	6
Building Inspections	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Total	12	11	11	12	12	12	11	11	11	11	12	12	12	12
Neighborhood Services														
Outreach	3	2	2	2	2	2	2	2	2	2	2	3	3	3
Inspection	6	5	5	5	5	5	5	5	5	5	5	5	5	4
Total	9	7	7	7	7	7	7	7	7	7	7	8	8	7
Public Safety														
Fire	111	107	107	111	111	111	109	109	109	111	111	111	111	107
Police	170	169	168	168	167	165	164	163	161	170	169	169	168	159
Police Communications	24	21	21	21	23	23	23	24	23	23	24	24	24	21
Total	305	297	296	300	301	299	296	296	293	304	304	304	303	287
Public Works														
Administration	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Engineering	11	11	10	10	10	10	10	10	10	10	10	10	10	11
Municipal Services	57	54	53	52	52	52	55	55	54	53	51	54	53	52
Total	70	67	65	64	64	64	67	67	66	65	63	66	65	65
Water Management														
Administration	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Production	15	14	15	15	15	14	14	14	14	14	15	15	15	14
Services	27	25	24	24	24	25	24	24	24	24	26	26	26	25
Total	46	43	43	43	43	43	42	42	42	42	45	45	45	43
Total City Staffing	491	472	469	473	476	473	471	470	466	476	478	482	481	461

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: December, 2015

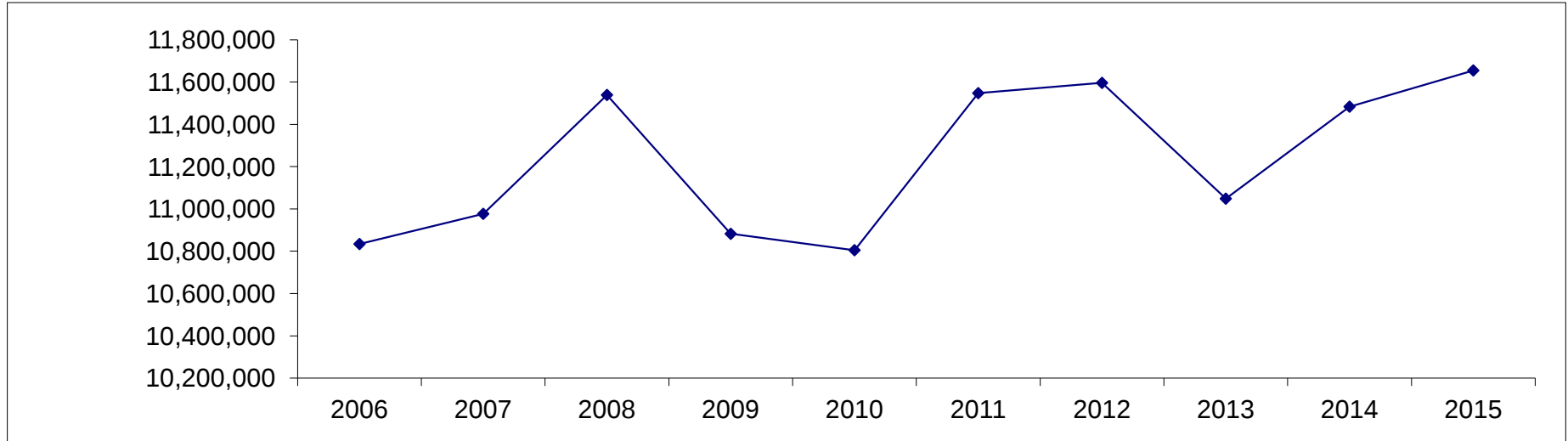
2015 Budget	2014 Staffing Levels												Prior Yr End
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff													
Executive	1	1											1
Legislative	7	7	7	7	7	7	7	7	7	7	7	7	7
Financial Management													
Finance													
Purchasing													
Risk Management													
Water Customer Service													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Services													
Administration													
Human Resources													
MIS Information Technology													
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							1	1	1	1	1	1	
Building Inspections								1	1				
Total	0	0	0	0	0	0	0	1	2	2	1	1	0
Neighborhood Services													
Outreach		1	1	1	1	1	1	1					
Inspection													
Total	0	0	1	1	1	1	1	1	0	0	0	0	0
Public Safety													
Fire													
Police							2	2	2	2	2	2	
Police Communications													
Total	0	0	0	0	0	0	0	2	2	2	2	2	0
Public Works													
Administration													
Engineering													
Municipal Services	6	1											
Total	0	6	1	0	0	0	0	0	0	0	0	0	0
Water Management													
Administration & Lake					9	12	12	12	2	1	1		
Production													
Services													
Total	0	0	0	0	9	12	12	12	2	1	1	0	0
Total City Staffing	7	14	10	8	8	17	20	24	13	11	11	10	8

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

Projected Revenues

STATE SALES TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	834,093	839,753	950,792	997,996	832,060	916,053	939,211	918,325	938,684	963,009	A
FEBRUARY	774,643	846,592	918,964	915,498	882,512	1,104,610	935,641	880,247	914,587	941,678	A
MARCH	1,046,126	1,116,350	1,137,122	1,065,522	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	A
APRIL	821,576	823,747	871,929	857,110	771,162	844,138	871,624	856,724	825,291	857,417	A
MAY	1,022,405	824,758	858,475	778,543	845,828	851,665	986,897	884,323	868,465	877,404	A
JUNE	834,052	895,581	936,960	905,163	902,403	941,869	1,021,804	954,864	974,156	978,888	A
JULY	910,047	891,023	915,130	930,576	878,430	966,695	918,786	922,915	935,127	944,687	A
AUGUST	941,046	948,696	981,744	913,335	932,682	942,384	991,930	796,714	1,028,409	992,900	A
SEPTEMBER	928,346	959,958	1,000,615	902,510	956,479	976,252	951,845	948,422	979,712	1,006,626	A
OCTOBER	909,434	947,269	984,005	875,180	911,376	942,225	911,934	925,873	981,740	991,641	A
NOVEMBER	934,159	955,043	1,052,654	880,784	958,698	955,438	1,001,513	964,174	961,614	1,003,087	A
DECEMBER	878,148	928,029	930,497	860,148	890,326	965,215	906,055	919,141	969,684	976,633	A
TOTALS	10,834,074	10,976,799	11,538,887	10,882,364	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	

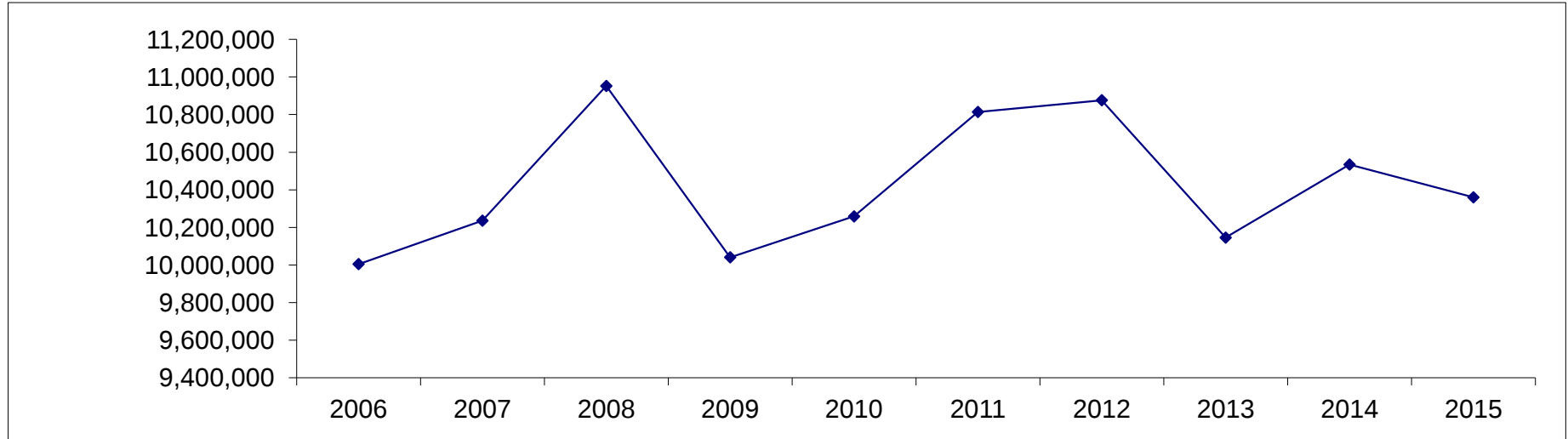


Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	849,114	822,865	884,581	908,470	805,816	841,530	914,456	861,196	887,481	889,089
FEBRUARY	812,201	898,031	915,708	854,383	857,826	880,959	911,162	880,506	862,759	863,243
MARCH	1,030,941	1,087,197	1,104,524	999,242	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115
APRIL	708,139	740,430	792,321	760,928	701,269	767,991	758,516	773,089	739,227	739,805
MAY	747,293	696,238	784,161	734,057	757,147	761,238	929,937	775,938	779,506	764,685
JUNE	777,130	838,248	863,332	807,427	847,234	863,436	942,726	853,033	865,335	832,374
JULY	816,359	823,069	874,926	773,331	859,117	925,802	864,230	846,702	864,489	833,551
AUGUST	853,373	800,569	949,298	847,643	868,171	959,067	927,747	619,512	957,423	906,467
SEPTEMBER	877,490	885,527	956,880	859,902	875,938	950,587	899,635	901,318	916,077	911,765
OCTOBER	821,199	869,233	943,181	825,361	871,193	898,365	838,868	860,182	882,079	875,986
NOVEMBER	878,862	916,129	982,082	845,374	930,915	916,686	902,358	897,029	884,609	882,605
DECEMBER	832,344	857,978	901,312	824,507	862,884	942,430	898,532	864,499	872,277	860,119
TOTALS	10,004,444	10,235,514	10,952,305	10,040,626	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805

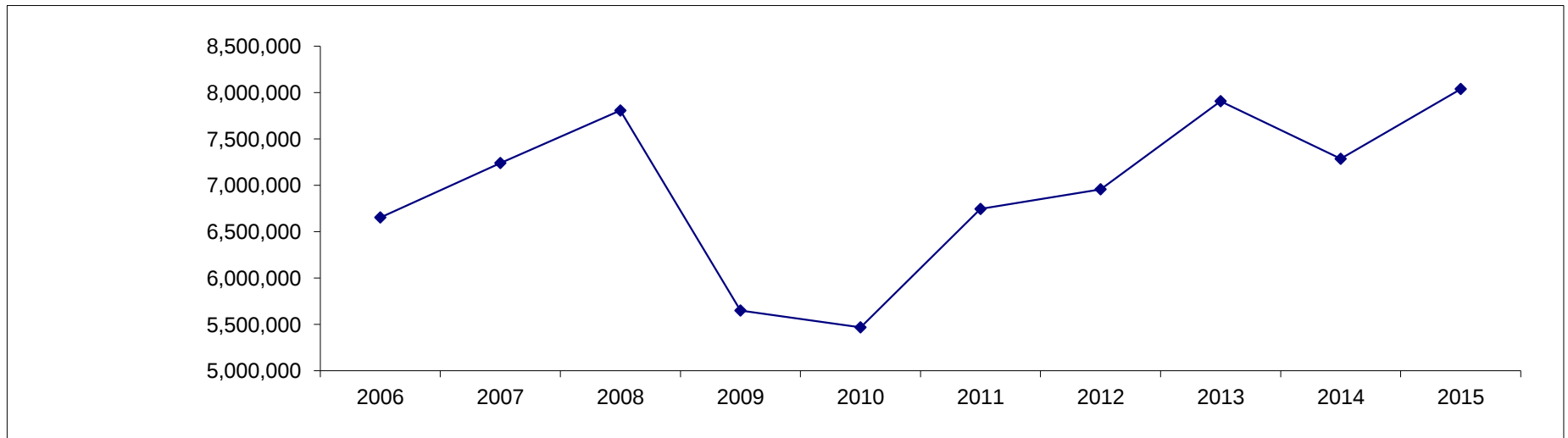


Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

Projected Revenues

STATE INCOME TAX

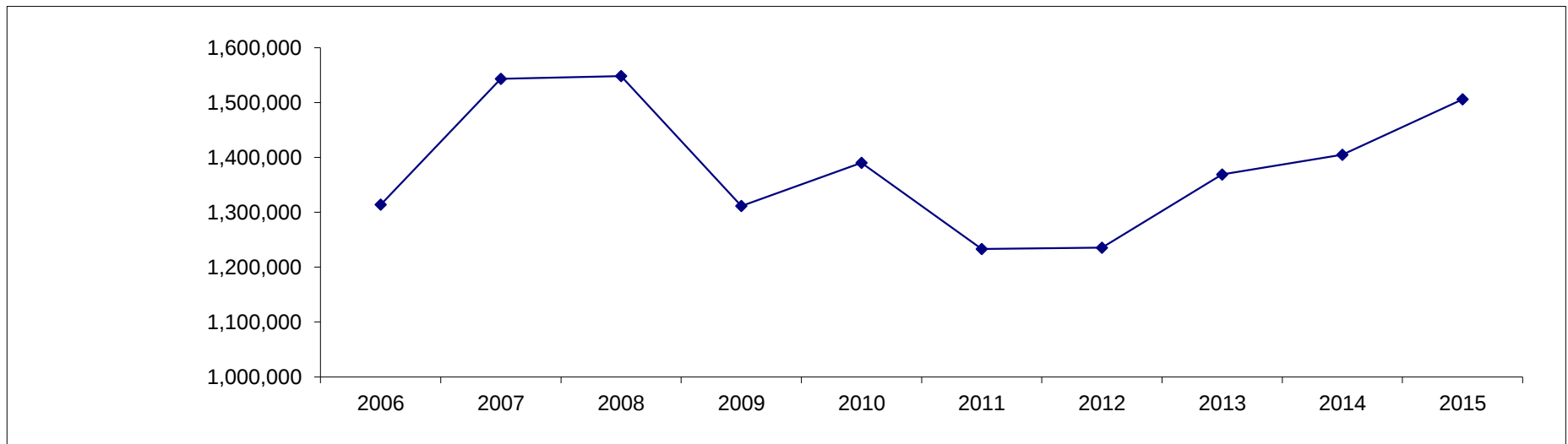
MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	362,221	411,038	415,687	357,826	580,540	805,061	761,050	632,905	850,845	852,700
FEBRUARY	546,498	551,116	613,332	604,246	0	1,038,247	0	478,227	0	0
MARCH	673,644	764,354	906,356	759,747	437,402	493,074	619,124	394,663	699,395	620,094
APRIL	381,307	405,030	483,881	0	343,824	562,140	394,295	1,333,938	742,236	925,184
MAY	1,522,074	689,825	1,945,284	411,757	0	0	1,187,505	404,944	423,934	403,609
JUNE	650,400	1,754,469	666,398	1,632,706	604,370	694,679	424,269	703,157	741,339	824,784
JULY	617,037	676,534	0	532,359	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531
AUGUST	0	0	737,713	0	618,324	761,549	956,491	441,258	428,542	566,667
SEPTEMBER	788,194	406,087	430,153	579,623	1,240,367	454,403	502,880	675,812	709,251	1,263,519
OCTOBER	0	416,554	413,561	394,557	0	0	645,769	419,882	818,347	0
NOVEMBER	693,108	0	0	0	0	588,653	405,227	409,627	0	441,918
DECEMBER	419,144	1,165,828	1,194,938	376,737	606,245	404,975	401,952	714,661	721,926	776,691
TOTALS	6,653,628	7,240,836	7,807,304	5,649,558	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696



Amounts not yet remitted by the State

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	176,821	170,963	207,916	151,918	162,537	134,079	180,082	185,383	233,315	202,878
FEBRUARY	0	0	0	15,410	1,947	7,154	1,565	1,605	2,024	717
MARCH	65,111	97,118	103,781	63,426	68,150	78,877	61,281	62,898	80,778	70,137
APRIL	284,862	308,475	272,694	270,042	232,641	262,367	276,320	303,821	309,261	364,335
MAY	181,651	255,927	292,933	261,949	163,009	188,640	187,031	265,561	227,806	293,618
JUNE	1,557	5,854	0	5,564	0	3,923	5,417	937	0	2,501
JULY	232,533	255,797	232,926	212,605	165,572	176,542	238,582	260,211	229,514	238,695
AUGUST	75,470	112,826	128,603	22,481	21,743	43,808	28,828	29,295	24,688	32,169
SEPTEMBER	642	186	31,274	8,501	486	381	3,931	0	6,877	2,356
OCTOBER	234,657	234,426	210,470	241,537	316,230	292,298	181,562	188,719	227,489	239,950
NOVEMBER	2,050	1,991	0	2,101	2,750	2,542	1,579	0	0	0
DECEMBER	58,634	99,674	67,732	55,929	255,086	42,441	69,220	70,395	63,058	58,604
TOTALS	1,313,988	1,543,236	1,548,327	1,311,462	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959

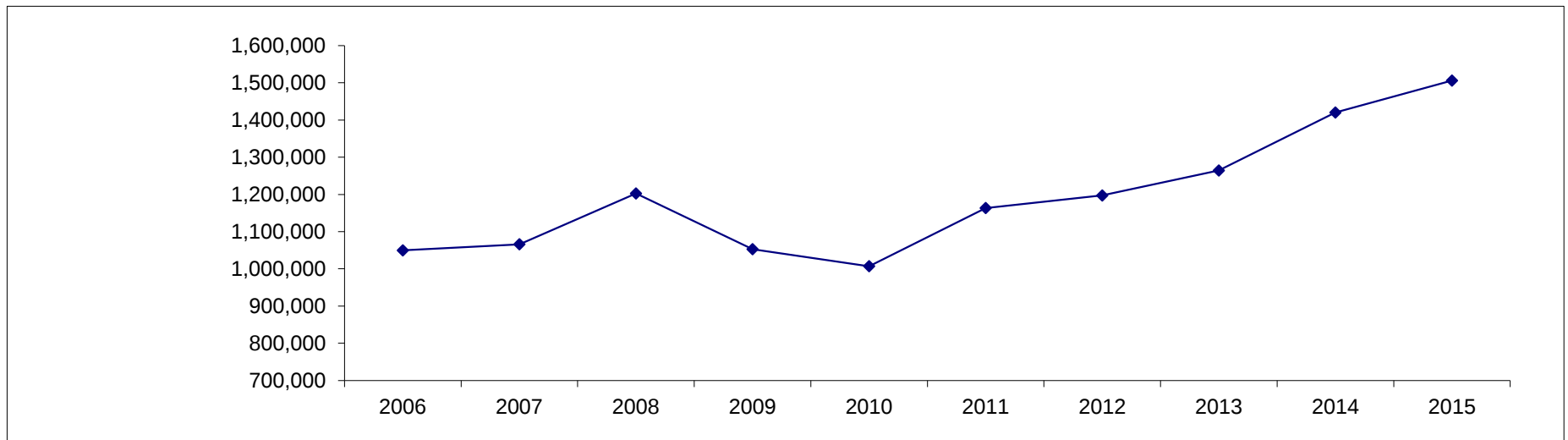


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	75,019	89,662	94,492	99,612	74,655	118,641	89,854	98,119	115,740	136,569
FEBRUARY	72,340	80,310	95,217	89,127	66,683	92,228	90,475	103,364	108,961	129,837
MARCH	124,226	122,531	135,737	128,211	114,627	145,191	138,269	147,635	171,437	196,801
APRIL	80,167	71,836	88,576	81,612	68,212	88,796	88,358	102,769	90,904	69,628
MAY	80,402	69,285	81,441	72,972	54,250	95,460	98,119	76,976	89,241	135,902
JUNE	75,983	84,455	104,272	87,555	108,264	98,268	103,364	96,618	117,824	143,287
JULY	92,452	86,147	96,153	89,396	82,393	91,809	91,336	106,037	108,621	140,649
AUGUST	82,422	93,726	88,418	75,613	78,102	89,450	102,769	93,637	115,406	133,971
SEPTEMBER	94,975	109,997	108,669	100,537	100,770	98,836	86,379	124,363	128,816	0
OCTOBER	79,599	80,786	90,964	79,881	83,770	79,105	106,791	106,986	109,843	0
NOVEMBER	97,129	84,987	114,557	71,356	81,167	94,213	98,487	99,965	118,956	0
DECEMBER	94,947	92,388	104,069	77,019	94,304	71,453	102,979	107,849	144,341	419,237
TOTALS	1,049,661	1,066,110	1,202,565	1,052,890	1,007,197	1,163,451	1,197,180	1,264,318	1,420,091	1,505,880



Distribution of State Use Tax requires a State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	611,770.82	699,394.65	620,093.85 A
FEBRUARY	722,166.89	742,236.29	925,183.52 A
MARCH	404,944.36	423,934.42	403,608.85 A
APRIL	703,157.13	741,339.01	824,784.39 A
MAY	1,298,806.12	1,150,540.58	1,364,531.10 A
JUNE	441,258.01	428,542.27	566,667.27 A
JULY	675,811.78	709,250.95	799,534.19 A
AUGUST	419,881.89	413,746.69	463,984.37 A
SEPTEMBER	409,627.32	404,600.26	441,918.34 A
OCTOBER	714,661.34	721,926.15	776,690.80 A
NOVEMBER	473,168.56	486,718.23	512,117.79 A
DECEMBER	377,676.74	365,981.44	400,509.94 A

TOTALS **7,828,943.94** **7,288,210.94** **8,099,624.41**

Listed in month
reported - receipts
delayed by State

Current Budget **7,600,000.00**

Projected Amt Over (Under) **499,624.41**

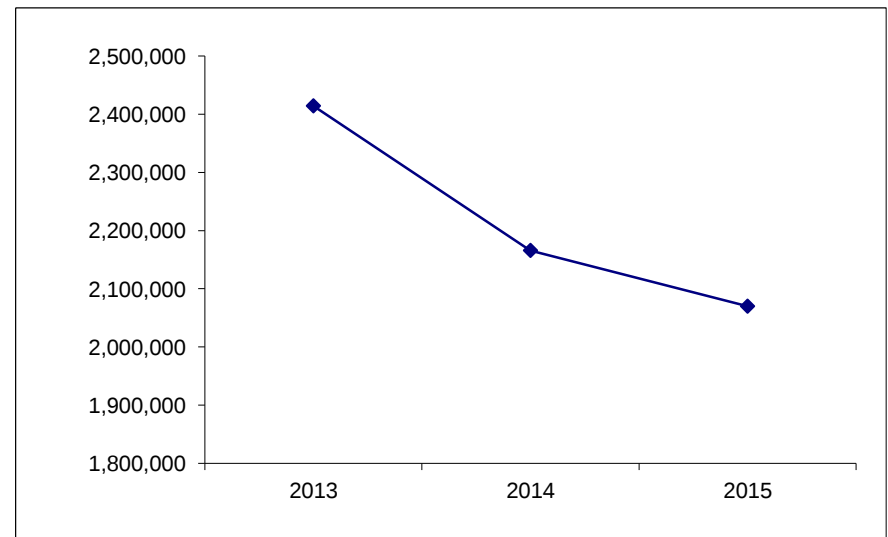
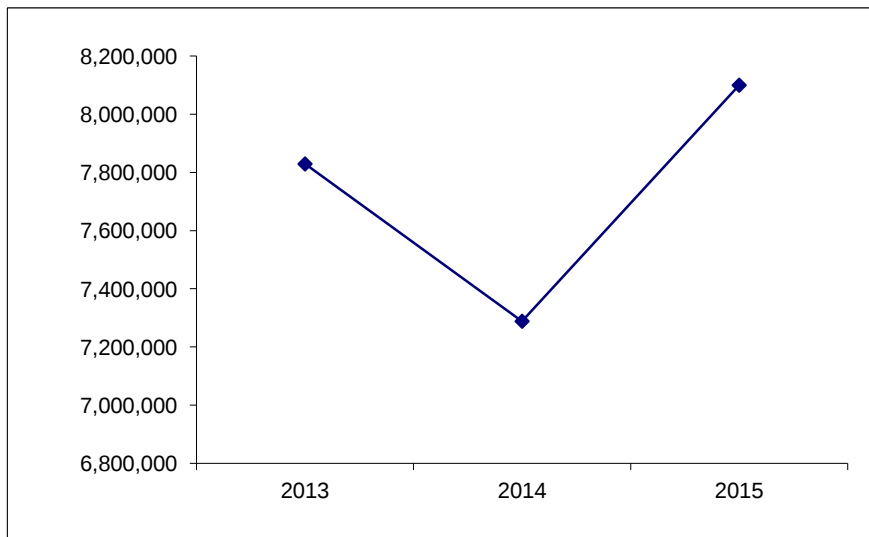
TELEPHONE COMMUNICATIONS TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	206,730.47	201,930.69	150,078.20 A
FEBRUARY	210,813.63	196,656.30	166,178.24 A
MARCH	205,199.41	219,543.59	181,658.89 A
APRIL	208,218.12	189,399.35	187,006.68 A
MAY	198,847.84	187,714.20	164,797.94 A
JUNE	204,030.56	193,162.54	182,269.15 A
JULY	195,797.13	185,801.38	175,287.81 A
AUGUST	198,719.39	164,654.54	171,899.36 A
SEPTEMBER	194,679.90	164,487.34	170,847.95 A
OCTOBER	200,727.22	162,812.89	173,242.43 A
NOVEMBER	198,029.61	171,843.16	173,116.61 A
DECEMBER	192,591.37	127,912.06	173,648.05 A

TOTALS **2,414,384.65** **2,165,918.04** **2,070,031.31**

Current Budget **2,189,000.00**

Projected Amt Over (Under) **-118,968.69**

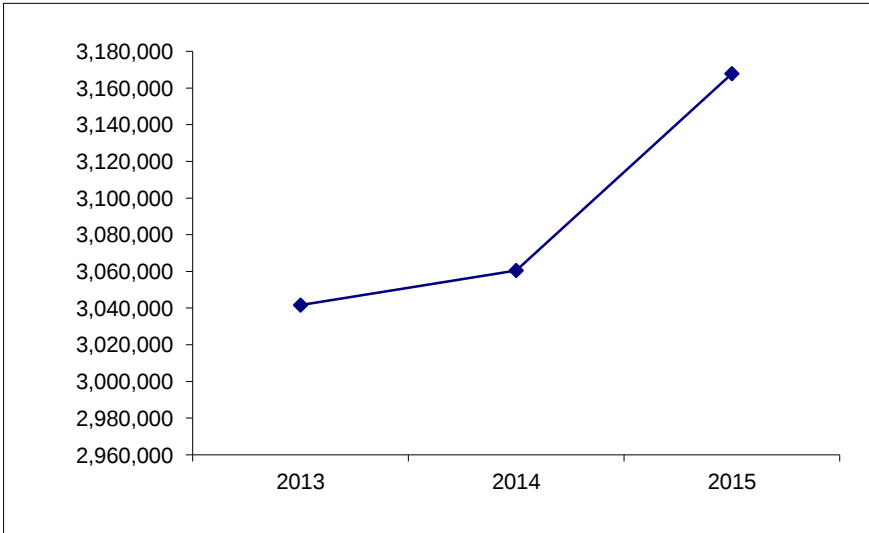


Projected Revenues

FOOD & BEVERAGE TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	270,423.65	283,352.90	239,978.27
FEBRUARY	228,340.26	208,805.40	250,432.57
MARCH	194,852.89	241,082.48	253,709.15
APRIL	292,242.35	266,812.71	256,370.27
MAY	265,992.84	227,346.38	254,139.10
JUNE	240,641.33	286,182.84	285,782.71
JULY	270,005.25	267,011.92	291,133.54
AUGUST	268,569.91	252,385.77	272,038.18
SEPTEMBER	277,411.15	264,225.02	276,602.93
OCTOBER	259,159.86	264,067.58	227,472.04
NOVEMBER	210,828.69	213,581.66	288,279.70
DECEMBER	263,155.25	285,626.26	271,898.28

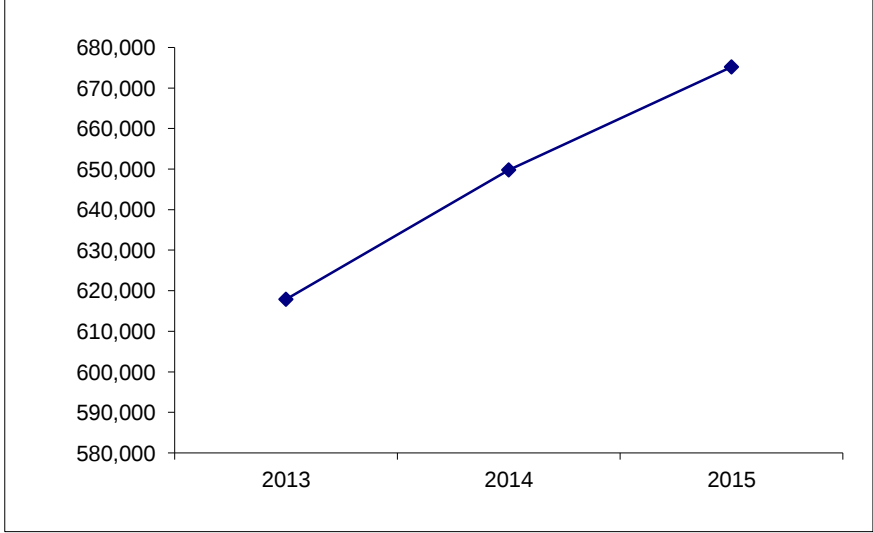
TOTALS	3,041,623.43	3,060,480.92	3,167,836.74
		Current Budget	3,119,000.00
		Projected Amt Over (Under)	48,836.74



HOTEL & MOTEL TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	33,858.13	35,028.90	26,727.71
FEBRUARY	44,899.70	39,468.79	38,349.47
MARCH	48,490.31	49,999.71	53,420.63
APRIL	46,331.31	48,838.37	60,066.44
MAY	53,455.01	34,429.05	45,446.95
JUNE	52,454.06	79,504.80	77,826.53
JULY	57,935.42	72,144.50	72,341.33
AUGUST	56,318.14	55,902.70	64,933.59
SEPTEMBER	77,557.54	66,024.80	77,304.64
OCTOBER	43,397.99	66,061.29	61,394.84
NOVEMBER	52,534.91	46,072.78	60,541.72
DECEMBER	50,659.76	56,331.60	36,856.84

TOTALS	617,892.28	649,807.29	675,210.69
		Current Budget	652,000.00
		Projected Amt Over (Under)	23,210.69

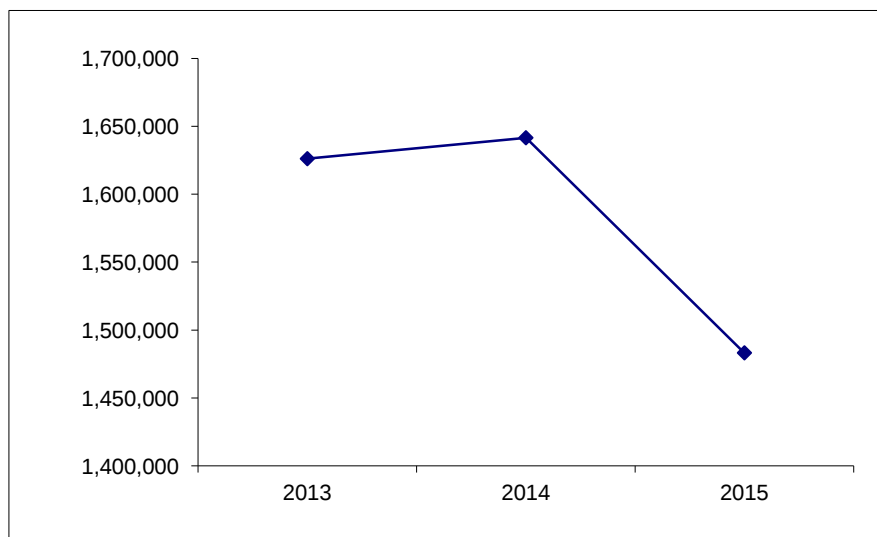


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

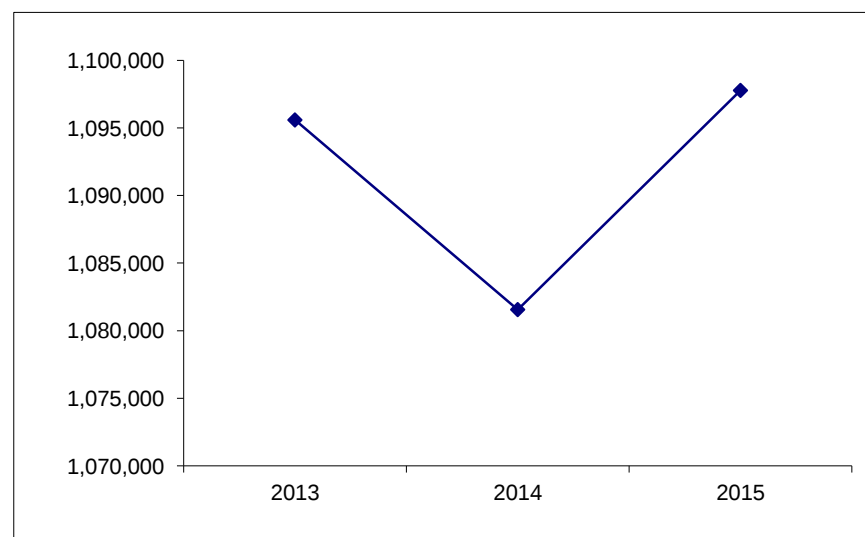
MONTH	2013 Actual	2014 Actual	2015
JANUARY	143,130.64	144,670.93	149,238.44
FEBRUARY	177,883.87		163,584.49
MARCH	168,496.52	368,277.39	153,677.99
APRIL	154,710.09	165,121.36	110,338.44
MAY	133,779.63	152,113.12	78,471.74
JUNE	124,690.43	119,817.79	201,586.00
JULY	120,423.67	107,098.27	118,708.13
AUGUST	62,926.04	116,050.46	102,541.08
SEPTEMBER	166,192.31	114,352.44	121,147.65
OCTOBER	133,317.98	118,293.15	122,028.13
NOVEMBER	111,385.72	113,588.01	105,115.24
DECEMBER	129,270.42	122,251.07	56,748.67

TOTALS	1,626,207.32	1,641,633.99	1,483,186.00
		Current Budget	1,736,000.00
		Projected Amt Over (Under)	-252,814.00

**CABLE TV TAX**

MONTH	2013 Actual	2014 Actual	2015
JANUARY	270,800.97	238,821.76	238,199.60
FEBRUARY		29,266.65	33,008.50
MARCH			
APRIL	251,708.22	242,643.11	244,231.68
MAY	27,704.75	29,595.25	34,267.25
JUNE			
JULY	251,290.80	243,536.04	243,423.63
AUGUST	28,503.30	32,085.75	37,072.80
SEPTEMBER			
OCTOBER	243,980.59	234,193.72	232,248.25
NOVEMBER	21,605.35	31,417.95	35,328.90
DECEMBER			0.00

TOTALS	1,095,593.98	1,081,560.23	1,097,780.61
		Current Budget	1,109,000.00
		Projected Amt Over (Under)	-11,219.39

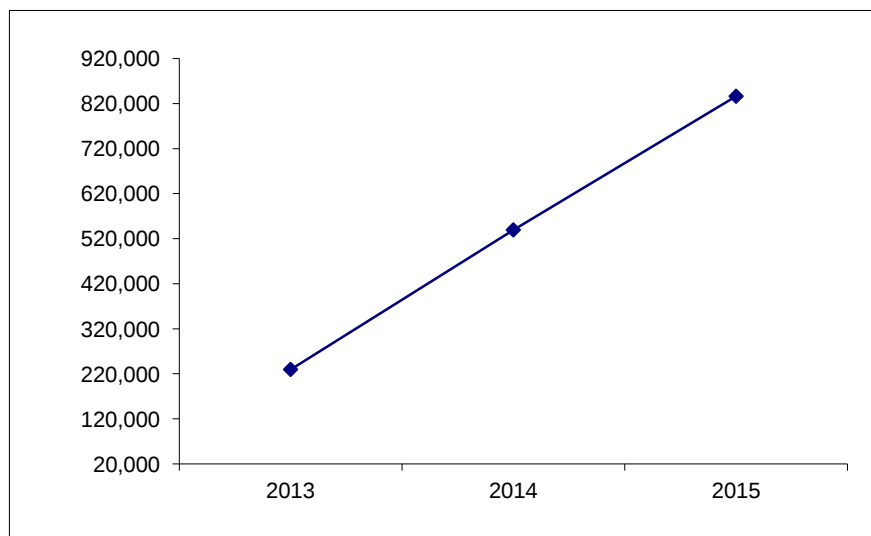


Projected Revenues

VIDEO GAMING TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	3,828.55	31,647.10	57,515.27
FEBRUARY	6,066.29	33,731.87	47,673.50
MARCH	8,243.38	31,397.88	59,308.56
APRIL	14,619.64	39,471.64	71,744.13
MAY	20,071.21	52,081.38	75,292.69
JUNE	22,968.83	48,020.09	74,431.99
JULY	24,469.36	47,887.74	
AUGUST	24,813.42	43,756.69	
SEPTEMBER	22,631.15	51,918.92	
OCTOBER	25,597.23	51,900.59	
NOVEMBER	26,519.55	49,502.86	
DECEMBER	29,806.61	58,230.87	450,245.43

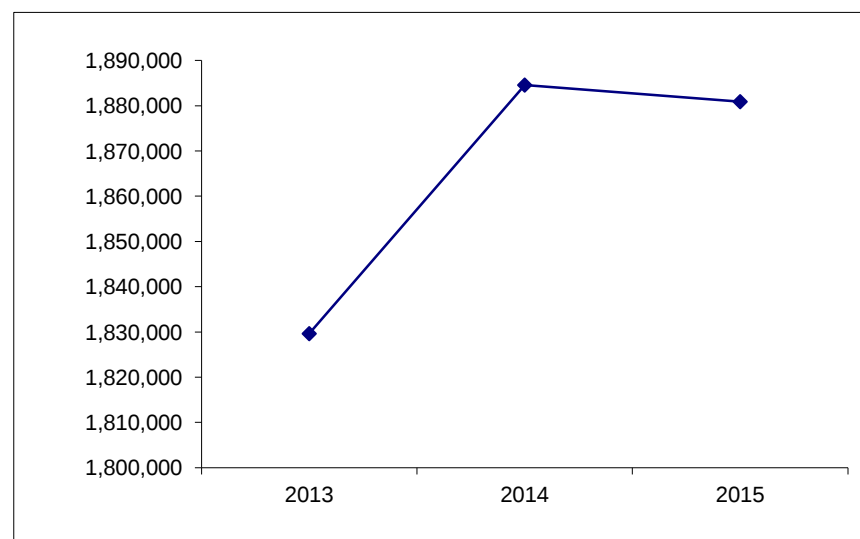
TOTALS	229,635.22	539,547.63	836,211.57
		Current Budget	630,000.00
		Projected Amt Over (Under)	206,211.57



46-MOTOR FUEL TAX

MONTH	2013	2014	2015
	Actual	Actual	
JANUARY	157,574.06	190,483.91	191,692.85
FEBRUARY	152,931.77	167,854.22	180,154.99
MARCH	129,951.00	154,591.73	136,753.86
APRIL	153,786.43	121,554.43	70,155.26
MAY	130,909.57	140,334.05	177,044.18
JUNE	193,571.18	197,038.33	166,232.32
JULY	132,861.66	148,173.07	107,894.22
AUGUST	155,836.24	166,097.32	
SEPTEMBER	182,996.91	112,786.32	
OCTOBER	129,449.50	153,333.05	
NOVEMBER	166,301.70	165,028.86	
DECEMBER	143,449.55	167,272.99	850,950.75

TOTALS	1,829,619.57	1,884,548.28	1,880,878.43
		Current Budget	1,846,000.00
		Projected Amt Over (Under)	34,878.43



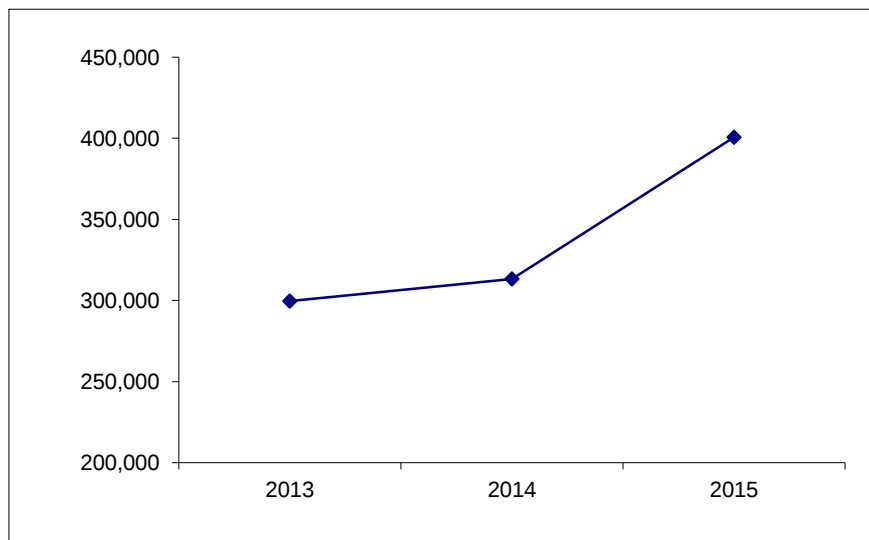
Distribution of Video Gaming Tax and MFT Tax require a State budget.

Projected Revenues

LIQUOR LICENSES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	400.00	100.00	2,238.44
FEBRUARY	450.00	100.00	820.19
MARCH	100.00	787.57	4,562.23
APRIL	1,332.28	63,385.97	15,088.85
MAY	189,358.32	190,925.00	157,666.68
JUNE	95,920.00	40,140.00	162,961.38
JULY	3,090.00	5,000.00	28,612.96
AUGUST	3,366.64	-2,000.00	-17,631.92
SEPTEMBER	2,083.19	2,733.28	18,353.36
OCTOBER	1,983.13	9,473.23	13,255.92
NOVEMBER	300.00	100.00	8,684.56
DECEMBER	1,266.62	2,555.22	6,056.92

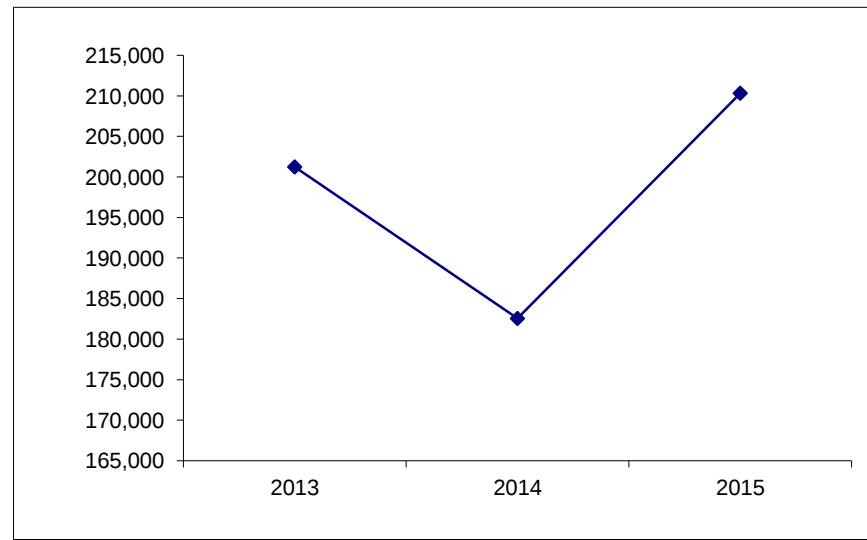
TOTALS	299,650.18	313,300.27	400,669.57
		Current Budget	300,000.00
		Projected Amt Over (Under)	100,669.57



BUILDING PERMITS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	11,520.30	11,246.00	15,069.00
FEBRUARY	8,150.00	7,712.00	16,667.20
MARCH	9,389.16	12,202.90	14,634.40
APRIL	17,745.30	19,903.30	12,781.75
MAY	14,431.10	12,407.25	15,566.70
JUNE	21,173.65	13,590.40	20,621.60
JULY	18,651.40	14,890.80	8,373.80
AUGUST	14,230.95	17,398.00	32,133.65
SEPTEMBER	41,332.80	15,375.30	14,244.50
OCTOBER	14,483.80	24,206.60	21,602.25
NOVEMBER	20,223.20	17,377.50	12,783.75
DECEMBER	9,904.40	16,231.90	25,847.00

TOTALS	201,236.06	182,541.95	210,325.60
		Current Budget	208,000.00
	Projected Amt Over (Under)		2,325.60

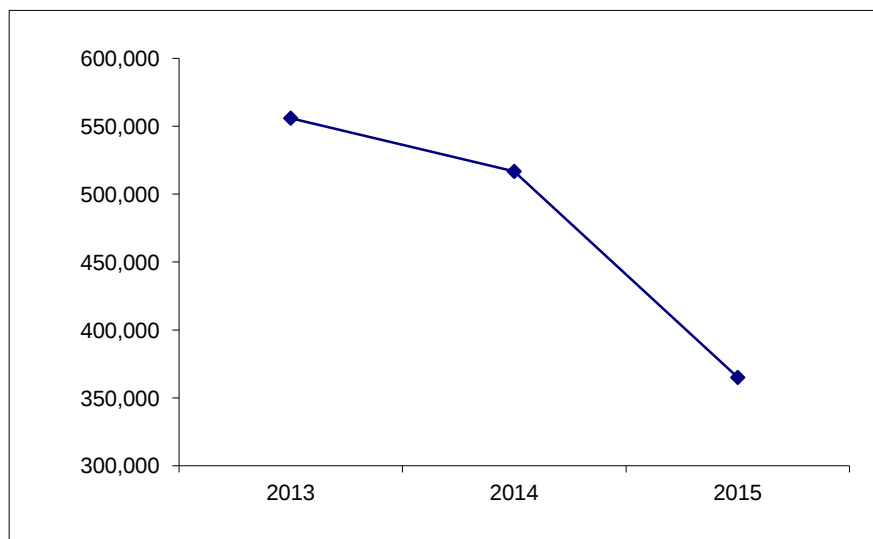


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2013 Actual	2014 Actual	2015
JANUARY	52,130.00	36,500.00	30,670.00
FEBRUARY	51,105.00	50,360.30	35,245.00
MARCH	42,500.00	44,600.00	41,879.00
APRIL	54,500.00	53,750.00	29,400.00
MAY	43,000.00	25,825.00	32,341.00
JUNE	47,990.00	55,840.00	33,075.00
JULY	45,400.00	54,380.00	32,240.00
AUGUST	38,820.00	36,020.00	24,180.00
SEPTEMBER	48,300.00	41,940.00	36,210.00
OCTOBER	45,080.00	52,770.00	31,410.00
NOVEMBER	40,750.00	28,645.00	13,320.00
DECEMBER	46,410.00	36,140.00	25,045.00

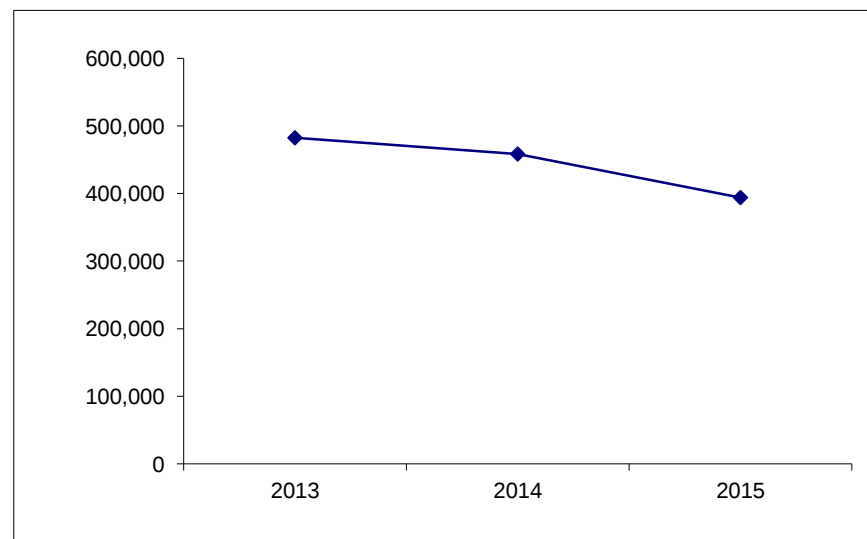
TOTALS	555,985.00	516,770.30	365,015.00
		Current Budget	599,000.00
		Projected Amt Over (Under)	-233,985.00



PARKING

MONTH	2013 Actual	2014 Actual	2015
JANUARY	45,379.46	41,918.11	33,612.49
FEBRUARY	47,461.92	38,015.82	32,836.68
MARCH	35,706.36	44,427.81	42,819.01
APRIL	38,194.16	39,040.19	32,184.16
MAY	40,453.10	34,270.68	29,394.75
JUNE	37,040.24	37,697.22	30,042.88
JULY	39,942.40	32,839.84	30,960.99
AUGUST	36,845.69	29,538.46	52,040.96
SEPTEMBER	22,952.50	56,902.26	26,443.08
OCTOBER	32,015.25	37,795.47	28,565.65
NOVEMBER	37,606.11	27,120.32	24,479.33
DECEMBER	68,889.13	38,948.42	30,576.10

TOTALS	482,486.32	458,514.60	394,056.08
		Current Budget	496,000.00
		Projected Amt Over (Under)	-101,943.92

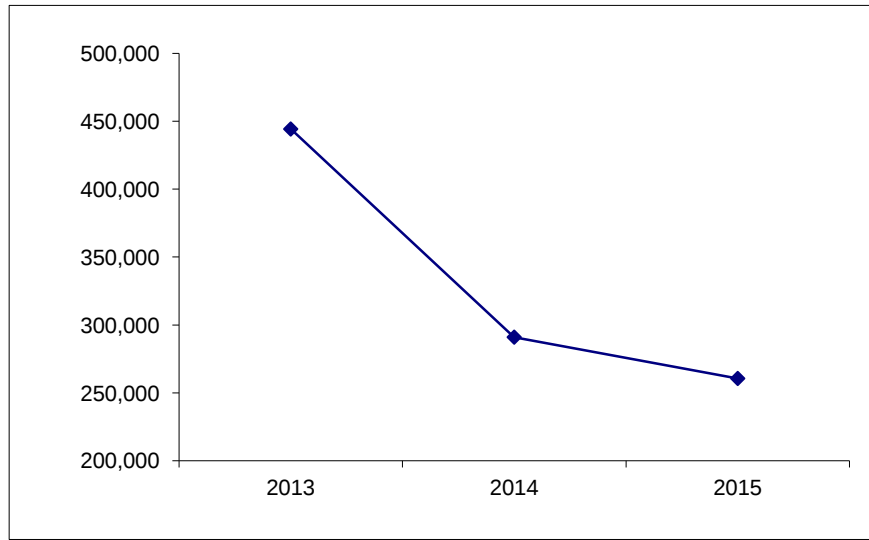


Projected Revenues

COURT FINES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	27,356.26	23,711.91	19,458.03
FEBRUARY	37,968.08	25,192.29	15,928.83
MARCH	70,719.88	49,469.77	51,556.56
APRIL	52,039.48	39,628.86	30,921.71
MAY	36,975.24	1,396.50	24,970.19
JUNE	32,296.00	42,729.39	18,446.59
JULY	32,156.17	18,250.22	17,222.89
AUGUST	34,951.12	16,842.40	15,907.21
SEPTEMBER	32,320.67	19,054.73	15,519.13
OCTOBER	28,595.70	19,332.04	17,122.89
NOVEMBER	31,580.68	23,688.55	19,227.53
DECEMBER	27,355.37	11,711.42	14,296.25

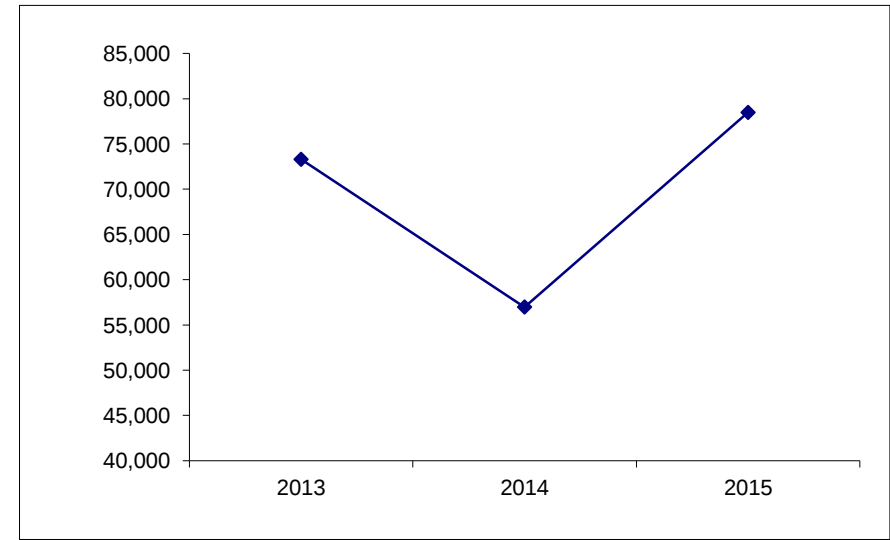
TOTALS	444,314.65	291,008.08	260,577.81
		Current Budget	328,000.00
		Projected Amt Over (Under)	-67,422.19



WEED CUTTING FEES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	1,455.51	1,984.86	6,569.63
FEBRUARY	3,657.17	3,971.43	2,016.92
MARCH	5,944.07	2,092.52	4,276.12
APRIL	3,693.29	5,592.90	1,019.85
MAY	9,482.22	3,580.56	2,584.23
JUNE	4,633.18	5,905.00	8,592.54
JULY	6,398.32	8,286.31	9,989.91
AUGUST	10,341.71	7,219.02	11,067.81
SEPTEMBER	7,432.26	4,808.48	9,696.01
OCTOBER	6,969.69	2,818.90	10,444.32
NOVEMBER	10,122.09	8,446.12	5,386.94
DECEMBER	3,169.88	2,275.80	6,836.49

TOTALS	73,299.39	56,981.90	78,480.77
		Current Budget	76,000.00
		Projected Amt Over (Under)	2,480.77

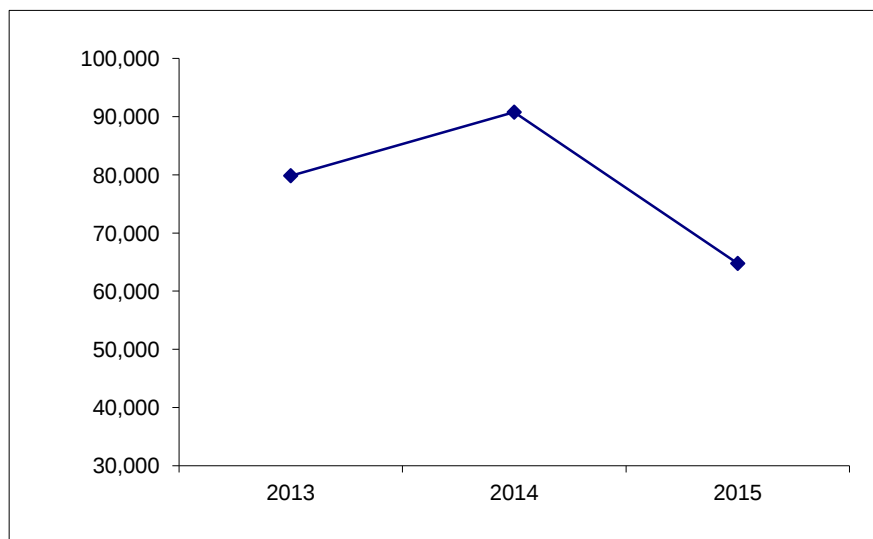


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	4,047.13	3,635.96	3,747.34
FEBRUARY	4,487.52	3,573.76	2,983.36
MARCH	8,679.11	4,979.56	4,453.84
APRIL	13,228.98	4,472.31	4,148.36
MAY	10,926.85	4,165.29	4,134.48
JUNE	3,952.76	18,688.26	3,695.00
JULY	3,876.47	3,679.76	2,562.00
AUGUST	14,111.16	3,425.64	25,727.00
SEPTEMBER	4,127.19	31,457.76	2,461.01
OCTOBER	5,130.12	4,729.70	3,438.30
NOVEMBER	3,730.85	4,449.76	3,919.18
DECEMBER	3,544.40	3,506.12	3,500.66

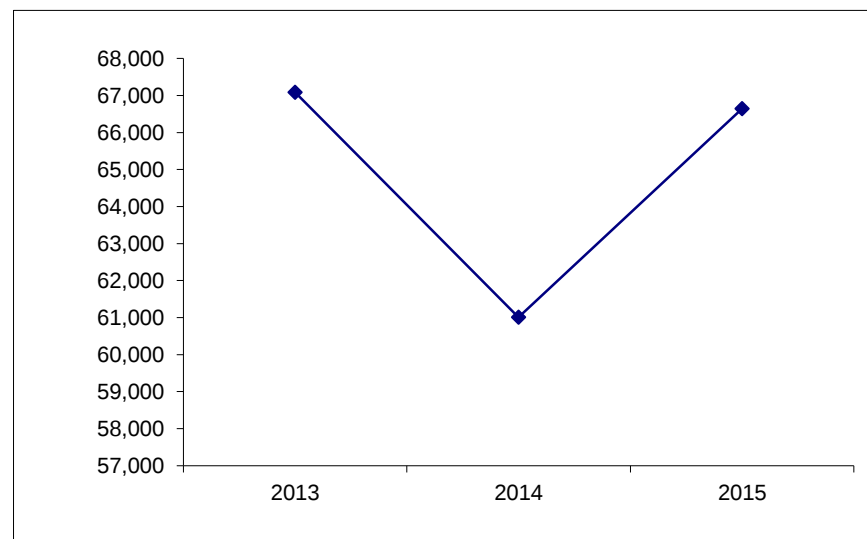
TOTALS	79,842.54	90,763.88	64,770.53
		Current Budget	74,000.00
		Projected Amt Over (Under)	-9,229.47



PET CITATIONS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	6,031.18	3,144.56	4,499.96
FEBRUARY	4,858.46	5,224.33	5,904.38
MARCH	7,641.34	6,831.57	7,473.05
APRIL	8,963.44	5,880.96	6,802.42
MAY	6,690.19	7,690.86	7,428.56
JUNE	5,800.33	6,579.58	6,664.65
JULY	5,716.68	4,379.10	5,949.56
AUGUST	6,156.33	5,643.30	5,003.11
SEPTEMBER	4,745.31	4,101.63	4,968.53
OCTOBER	4,037.16	3,126.19	2,719.58
NOVEMBER	3,072.83	5,079.47	3,790.28
DECEMBER	3,371.90	3,329.63	5,439.99

TOTALS	67,085.15	61,011.18	66,644.07
		Current Budget	65,000.00
	Projected Amt Over (Under)		1,644.07

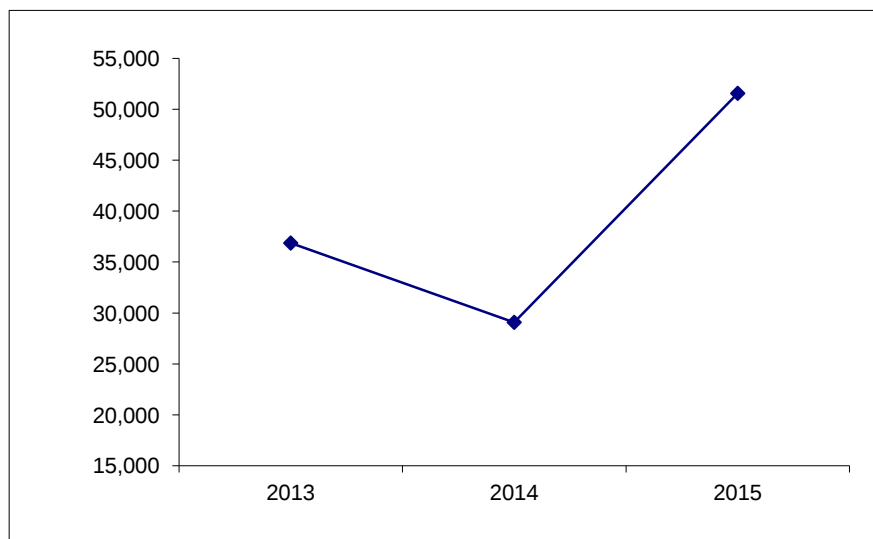


Projected Revenues

TRASH & CLEAN UP FINES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	2,684.41	2,226.49	5,881.22
FEBRUARY	2,474.98	380.67	6,067.52
MARCH	5,341.10	3,668.82	5,138.31
APRIL	947.96	2,580.03	4,696.56
MAY	4,134.30	1,306.97	4,167.43
JUNE	3,592.54	4,781.70	3,737.07
JULY	5,611.64	3,025.34	1,960.00
AUGUST	943.20	5,093.82	2,089.00
SEPTEMBER	4,125.62	632.44	6,510.25
OCTOBER	4,724.13	825.46	2,788.47
NOVEMBER	1,528.26	3,685.20	6,280.98
DECEMBER	758.49	872.81	2,253.28

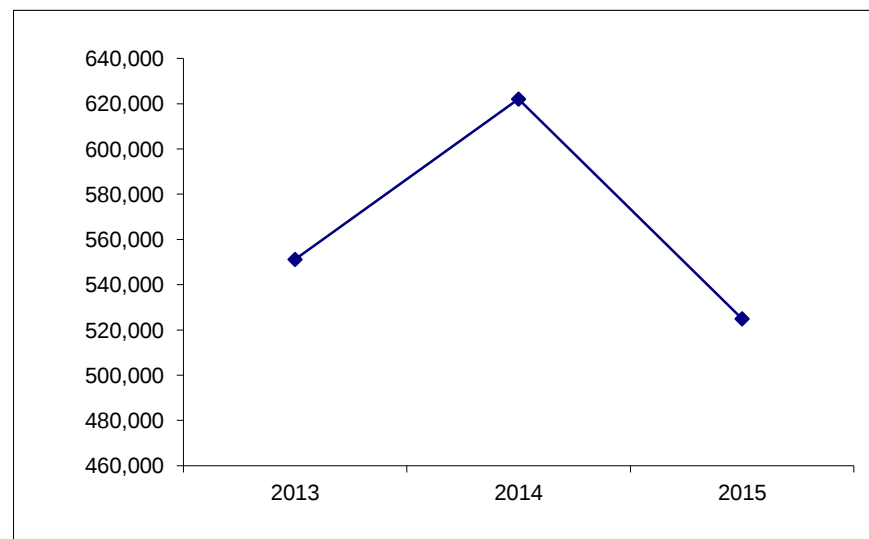
TOTALS	36,866.63	29,079.75	51,570.09
		Current Budget	35,000.00
		Projected Amt Over (Under)	16,570.09



70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	43,656.17	54,064.48	45,237.01
FEBRUARY	36,302.86	43,210.78	45,125.92
MARCH	56,085.69	56,395.84	38,677.82
APRIL	41,382.77	52,902.50	50,782.85
MAY	37,290.33	54,606.99	51,295.03
JUNE	48,996.90	48,250.58	42,271.38
JULY	44,938.16	56,308.42	48,335.13
AUGUST	42,708.24	44,108.47	37,951.72
SEPTEMBER	37,589.05	40,531.46	52,473.06
OCTOBER	53,122.79	66,269.98	39,075.57
NOVEMBER	55,475.14	50,375.14	34,394.91
DECEMBER	53,586.99	54,981.84	39,278.71

TOTALS	551,135.09	622,006.48	524,899.11
		Current Budget	601,250.00
		Projected Amt Over (Under)	-76,350.89

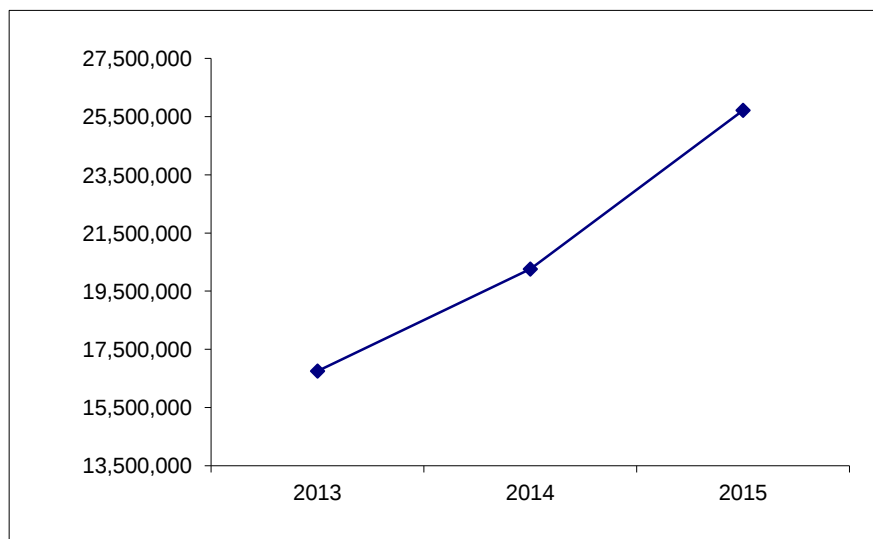


Projected Revenues

80-WATER SALES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	1,462,737.80	1,478,921.08	1,884,791.63
FEBRUARY	591,331.00	1,092,772.94	1,809,958.17
MARCH	1,546,669.84	1,960,250.22	1,728,840.51
APRIL	1,249,965.09	1,411,461.39	1,804,984.88
MAY	969,710.65	1,475,465.73	1,777,446.55
JUNE	1,519,503.74	1,793,786.52	2,173,544.61
JULY	1,547,900.44	1,588,221.65	2,467,268.68
AUGUST	1,819,906.73	2,345,262.95	2,470,163.56
SEPTEMBER	1,601,113.49	2,102,747.18	2,536,895.93
OCTOBER	1,889,971.82	1,886,797.38	2,530,029.70
NOVEMBER	907,058.18	758,827.21	1,779,894.68
DECEMBER	1,646,161.71	2,364,274.58	2,751,680.70

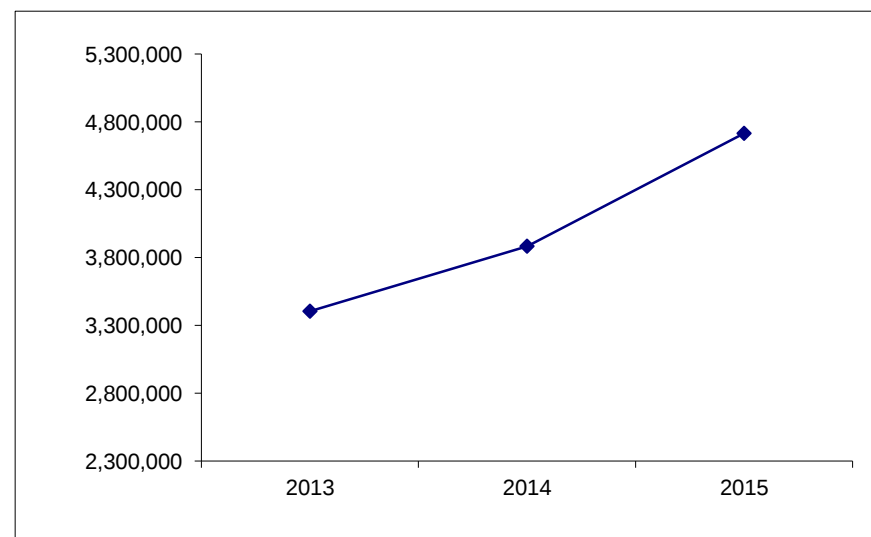
TOTALS	16,752,030.49	20,258,788.83	25,715,499.60
		Current Budget	24,100,000.00
		Projected Amt Over (Under)	1,615,499.60



79-SEWER USER FEE

MONTH	2013	2014	2015
	Actual	Actual	
JANUARY	259,484.16	289,863.71	371,123.10
FEBRUARY	220,042.68	280,997.16	348,214.06
MARCH	246,308.12	292,747.13	358,470.51
APRIL	253,171.76	259,177.47	316,303.79
MAY	319,636.62	281,775.20	362,203.66
JUNE	306,997.44	321,745.10	389,846.94
JULY	319,650.21	351,312.29	454,466.97
AUGUST	307,071.06	366,606.48	442,930.00
SEPTEMBER	298,611.44	376,560.12	429,112.69
OCTOBER	325,969.78	379,718.25	426,944.38
NOVEMBER	244,901.38	295,773.69	416,670.21
DECEMBER	303,148.07	387,799.09	399,497.14

TOTALS	3,404,992.72	3,884,075.69	4,715,783.45
		Current Budget	4,429,200.00
		Projected Amt Over (Under)	286,583.45

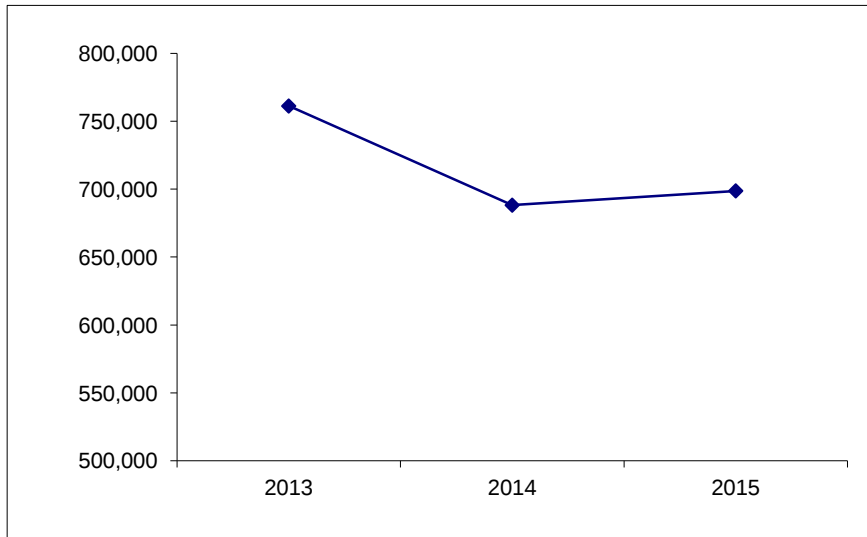


Projected Revenues

88-RECYCLING FEES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	60,223.37	60,682.32	53,002.65
FEBRUARY	60,701.15	52,591.43	57,754.26
MARCH	56,475.46	56,744.60	67,269.75
APRIL	67,613.91	52,899.18	54,438.80
MAY	87,520.53	52,287.62	52,363.07
JUNE	76,454.69	56,066.95	63,871.97
JULY	68,202.07	58,884.96	57,884.33
AUGUST	54,765.08	55,566.81	57,257.17
SEPTEMBER	53,792.74	56,949.52	59,901.20
OCTOBER	62,672.93	58,529.08	57,546.10
NOVEMBER	51,252.26	56,021.26	60,600.94
DECEMBER	61,574.95	70,994.08	56,853.24

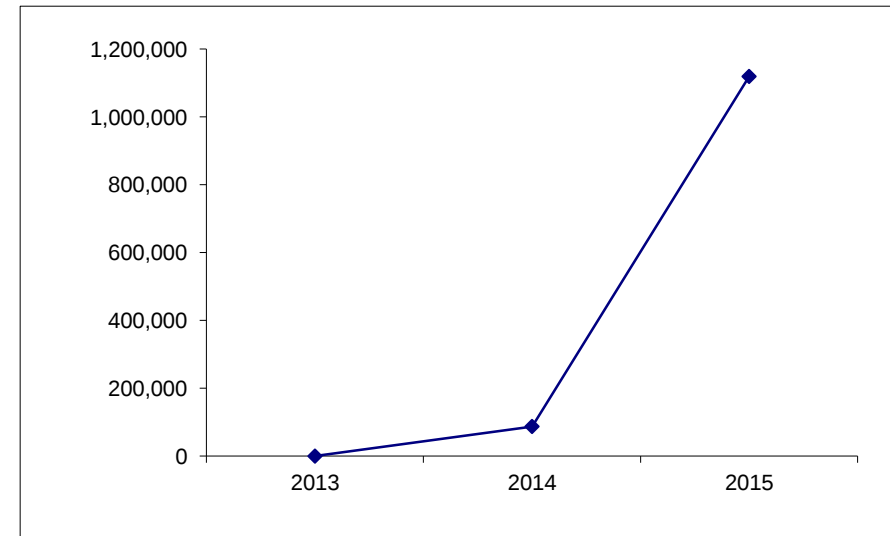
TOTALS	761,249.14	688,217.81	698,743.48
		Current Budget	684,000.00
	Projected Amt Over (Under)		14,743.48



78-STORM WATER FEE

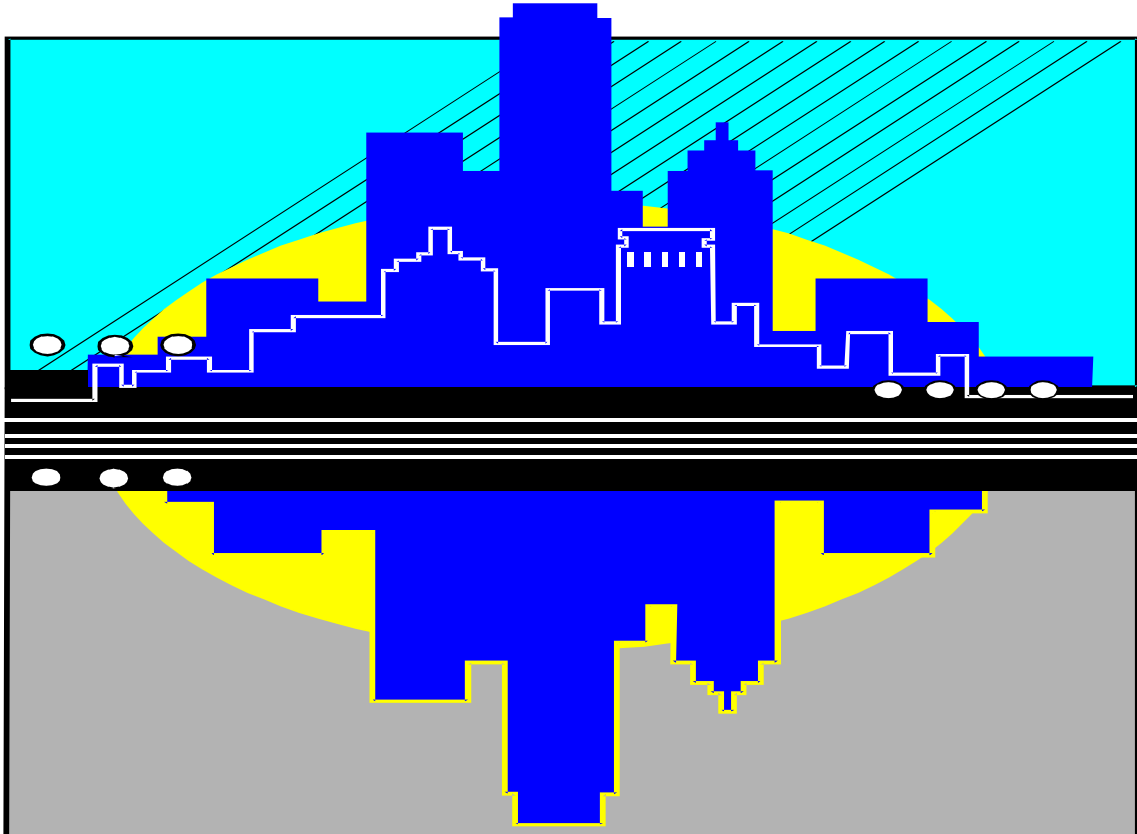
MONTH	2013 Actual	2014 Actual	2015
JANUARY			77,998.54 A
FEBRUARY			81,533.83 A
MARCH			93,221.18 A
APRIL			89,736.18 A
MAY			106,003.89 A
JUNE			90,007.55 A
JULY			86,587.74 A
AUGUST			81,120.40 A
SEPTEMBER			83,042.82 A
OCTOBER			94,787.65 A
NOVEMBER		9,891.87	114,478.38 A
DECEMBER		77,545.60	120,816.53 A

TOTALS	0.00	87,437.47	1,119,334.69
		Current Budget	1,078,000.00
		Projected Amt Over (Under)	41,334.69



TO: Honorable Mayor, Julie Moore Wolfe
FROM: Megan Baskerville, Watershed Specialist
DATE: January 15, 2016
SUBJECT: 4th Quarter Report
PERIOD: October 1, 2015 – December 31, 2015

City of Decatur Lake Decatur Watershed Protection Program



Better Reflections through Soil Conservation

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

Macon County Soil and Water Conservation District
October 1, 2015 – December 31, 2015
4th Quarter Report on the Lake Decatur Watershed Protection Program

Watershed Conservation Cost-Share Projects:

Projects currently in construction as of today:

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

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

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

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

Watershed Activities:

Conservation Cropping Demo Plots:

With a quick harvest and dry fall, conditions were favorable to strip-till our demo plot in late October. There are four management zones in this demo plot, comparing costs/yields/soil health under the following systems: conventional tillage with no cover crops, conventional tillage with cover crops, strip-till with cover crops, and strip till with no cover crops.

After harvest this fall, the SWCD worked with the producer and developed a cost analysis of the different management zones. Compared to a conventional system, the strip till zone saved the producer roughly \$34.20/acre, by reducing the amount of DAP and Potash applied by 20% (because it was knifed into the soil instead of broadcast), and saving fuel/time going from 3 tillage passes to 1. The yields across both zones were statistically the same---with the conventional zone averaging 223 bu/ac, and the strip till zone averaging 222 bu/ac.



Grants:

IEPA 319 Grant: Accelerating BMP Adoption in Lake Decatur

The SWCD has been awarded an IEPA Section 319 grant to accelerate BMP adoption in the Lake Decatur Watershed. Through August 2016, **the grant will bring \$425,315 of federal funds into the watershed to install 39 soil saving practices** at 17 sites throughout the watershed in both Macon and Piatt counties. As of December 31st, 20 practices have been installed or are underway through this funding, with the rest beginning next year. While all of this funding has been allocated, SWCD staff submitted an application for another 319 grant this past August, asking for **\$473,670** in additional federal funding for 21 new conservation practices in the watershed.

USDA's Regional Conservation Partnership Program:

On January 15, 2015, the USDA awarded Macon County **\$500,000** of NRCS funding for "BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois," for **conservation in the Sangamon River Watershed for the next five years**. At the same time, local partners will test the efficiencies of newer edge-of-field practices to reduce nitrate loss from field tiles, a major source of excess nutrients in Illinois. Applications are always welcome, and the next funding deadline to allocate FY16 funds **(\$100,000)** will be mid-February.

Illinois EPA (IEPA) Construction Site Inspection Program:

Currently, there are 10 open IEPA construction sites, 6 within the Lake Decatur Watershed in Macon County. The SWCD provides educational assistance to the site owners, making sure erosion and sediment controls are up and functional at each site.

MS4 Agreement:

The City of Decatur, the Villages of Forsyth and Mt. Zion, and Macon County joined together and signed a Memorandum of Understanding (MOU) with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding Best Management Practices (BMPs) and construction site inspections for the Land Disturbance Permit program. This quarter, 11 construction sites were visited, all lying in the Lake's watershed.

Technical Assistance:

The Watershed Staff is available to answer erosion and flooding complaints in the City of Decatur and the watershed. In the past quarter, 5 new requests for technical assistance were received, and staff continued to work on past requests involving waterway repair, streambank erosion, local flooding, and wetland development in Macon and Piatt County.

Public Education Programs:

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

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
Jan 2015	Lady Landowners	Conservation Leases	35
Jan 2015	Jenner Sales Meeting	SWCD History, Future	40
Feb 2015	Nutrients in the News	Nitrates and H2O Quality	60

Feb 2015	Mt Zion Home Show	MS4 Education	20
Feb 2015	Contractor's Meeting	LDWP	40
Mar 2015	Agucation	Conservation	550 5 th Graders
Apr 2015	Rain Gardens: A How-To	Urban Conservation	10
May '15	Lawn to Lake Workshop	Urban Conservation	10
June '15	Nutrient Loss Roadshow	SWCD, Lake History	100
Sept '15	Farm Progress Show	SWCD, Conservation	150
Sept '15	Girl Scouts, Water Quality	Watershed Health	21
Sept '15	Green Infrastructure Tour	MS4 Education	35
Dec '15	Big/Long Creek Meeting	Watershed Plan, updates	7
Dec '15	Your Soil, Your Nutrients	Soil Health	40
Total Reached so far in FY15			1,118

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

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

Right: Hans Kok, keynote speaker at our winter conference, poses with student attendees from Maroa High School FFA.



Left: Dr. Lowell Gentry, U of I senior researcher, discusses his nitrate research with the group on December 9th.

Closing Comments:

We have included the financial report for the quarter ending December 31, 2015 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

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

Board of Directors

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

Staff

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



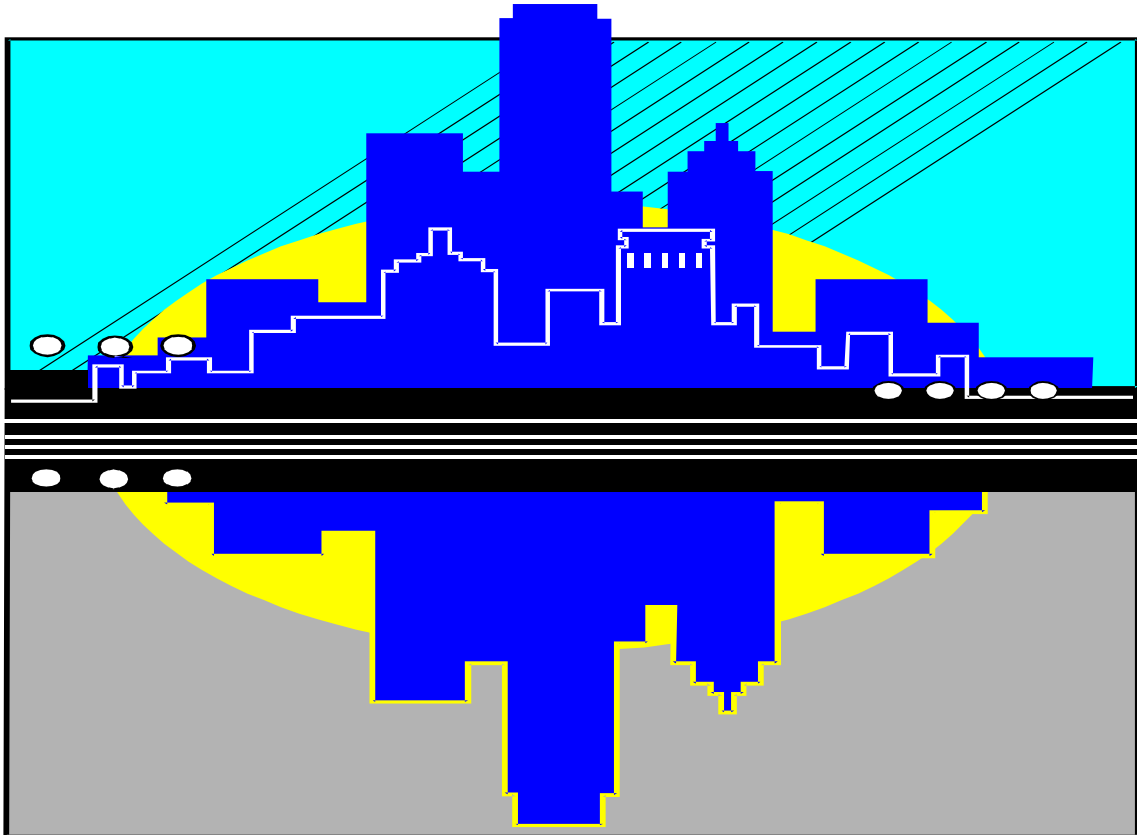
MACON COUNTY SOIL AND WATER CONSERVATION DISTRICT

FINANCIAL STATEMENT Lake Decatur Watershed Protection Program

	1st Qtr. January 1 - March 31, 2015	2nd Qtr. April 1 - June 30, 2015	3rd Qtr. July 1 - September 30, 2015	4th Qtr. October 1 - December 31, 2015	12/31/2015 Total Invoiced to City	
City Allocation for MCSWCD Vendor # 796	\$ 29,804.26	\$ 34,531.30	\$ 35,692.05	\$ 62,278.13	\$ 162,305.73	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2015	Percent of Contract \$
Salaries Andreas Agricultural Engineer	7,194.37	\$ 10,474.64	\$ 14,840.25	\$ 12,610.94	\$ 45,120.20	31%
Salaries Baskerville Watershed Specialist	8,492.47	\$ 10,010.18	\$ 6,391.92	\$ 9,158.71	\$ 34,053.28	23%
1/3 Salaries DeOrnellas Conservation Program/Marketing Manager	3,435.60	\$ 4,008.20	\$ 3,484.00	\$ 3,493.68	\$ 14,421.48	10%
1/3 Salaries Russotti Administrative Coordinator	1,026.00	\$ 1,702.50	\$ 1,419.76	\$ 1,869.51	\$ 6,017.77	4%
Payroll taxes	2,470.40	\$ 2,171.53	\$ 1,613.61	\$ 2,142.94	\$ 8,398.48	6%
Benefits	1,303.96	\$ 580.76	\$ 675.94	\$ 4,051.74	\$ 6,612.40	5%
BMP Implementation	0.00	\$ -	\$ -	\$ 25,062.60	\$ 25,062.60	17%
Travel and lodge Mike A	1,944.41	\$ 2,861.38	\$ 3,203.59	\$ 2,653.55	\$ 10,662.93	7%
Meetings and Training	140.39	\$ 786.06	\$ 70.87	\$ 439.62	\$ 1,436.94	1%
Professional fees	1,273.77	\$ 83.33	\$ 51.65	\$ 49.99	\$ 1,458.74	1%
Director Liability Insurance/work comp	0.00	\$ -	\$ 1,667.83	\$ 102.04	\$ 1,769.87	1%
Outreach	906.14	\$ 1,010.74	\$ 536.34	\$ 29.94	\$ 2,483.16	2%
Education	59.73	\$ 37.00	\$ 756.57	\$ 360.00	\$ 1,213.30	1%
Internet	75.83	\$ 75.97	\$ 75.96	\$ 50.62	\$ 278.38	0%
Truck/ Insurance	0.00	\$ 68.54	\$ 314.20	\$ -	\$ 382.74	0%
Office Equipment	997.59	\$ -	\$ 212.99	\$ -	\$ 1,210.58	1%
Office Supplies	314.04	\$ 420.87	\$ 105.80	\$ 127.64	\$ 968.35	1%
Postage	169.56	\$ 239.60	\$ 270.77	\$ 74.61	\$ 754.54	1%
Reduction for contract					\$ (16,237.73)	-11%
Total Expenses	29,804.26	\$ 34,531.30	\$ 35,692.05	\$ 62,278.13	\$ 162,305.73	100%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2015	
Payments received	\$ 18,464.50	\$ 30,572.78	\$ 38,653.17	\$ 58,377.55	\$ 146,068.00	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Total Invoiced to City	\$ 29,804.26	\$ 34,531.30	\$ 35,692.05	\$ 46,040.39	\$ 146,068.00	100%
Agreement Balance	\$ 116,263.74	\$ 81,732.44	\$ 46,040.39	\$ 0.00		

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Megan Baskerville, Watershed Specialist
DATE: January 15, 2016
SUBJECT: Year End Report
PERIOD: January 1, 2015 – December 31, 2015

CITY OF DECATUR **Lake Decatur Watershed Protection Program**



BETTER REFLECTIONS THROUGH SOIL CONSERVATION

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

Macon County Soil and Water Conservation District
January 1, 2015 to December 31, 2015
Year End Report on the Lake Decatur Watershed Protection Program

Watershed Conservation Cost-Share Projects:

The following list shows all projects completed and paid for in FY2015:

Units	Type of Units	Practice Installed	Acres Benefitted	Cost Share Provided
1	Unit	Sediment Basin	10	\$4,010.30
80	Linear Feet	Streambank Stabilization	16	\$864
2	Acres	Waterway and Block Chute	67	\$9,165
2.9	Acres	Waterway	1,052	\$5,502.30
1.5	Acres	Waterway -final seeding	45	\$262.18
1	Acre	2 Waterways	97	\$1,950
1.8	Acres	Waterway	89	\$2,883.24
320	Linear Feet	Urban Channel Restoration	19	\$4,855.89
38	Acres	Strip Till	38	\$759.92
1.4	Acres	Waterway (Partial)	115	\$2,136.60
1	Unit	Brush Removal		\$450
Totals			1,548 Acres	\$32,839.43



Above: Grassed Waterway completed in Friends Creek Township.

The following projects have been approved for funding, and are either in the surveying or design stage, with construction being planned for 2016:

- 1 waterway across three landowners and a block chute in Oakley Township
- 40 acres strip-till in Mt. Zion Township
- 3 waterways in Long Creek East Township
- 1 waterway in Friends Creek East Township

- 1 urban waterway in South Wheatland Township
- 1 terrace system in Piatt County
- 1 wascob system in Long Creek Township
- 2 waterways and structures in Mt Zion Township
- 1 stabilization project in Mount Zion West Township
- 2 waterways and 1 structure in Piatt County

Interest in the program remains strong; we will begin allocating funds for the upcoming fiscal year. With strong coordination with the Piatt County SWCD and both NRCS offices, the LDWP is well known by the producers in the majority of the watershed.

Watershed Projects funded by outside sources:

The SWCD staff works hard to bring in outside funding for conservation practices in the watershed. Following is a list of additional funding received in FY15 for conservation in the Lake Decatur Watershed:

Projects installed in FY15	Funding Source	Amount Contributed
Waterway and Pipe Drop	IL Environmental Protection Agency	\$10,967.12
2,950 foot Terrace system	IL Environmental Protection Agency	\$1,762.65
1 Pond	IL Environmental Protection Agency	\$14,451.96
Streambank Stabilization	IL Environmental Protection Agency	\$17,135.02
3 Waterways	IL Environmental Protection Agency	\$19,468.55
Diversion and 2 Waterways	IL Environmental Protection Agency	\$24,790.96
1 Pond and Sediment Basin	IL Environmental Protection Agency	\$28,934.81
Total		\$117,511.07

Watershed Activities:

Conservation Cropping Systems Demo Plots:

In 2014, the SWCD began a 5 year program to showcase two demo plots in Macon County, partnering with local operators to demonstrate the agronomic and economic benefits of a conservation cropping system. A conservation cropping system incorporates the use of reduced tillage, nutrient management, and cover crops on a single crop field. Over the next five years, field days will be held on the farms ---one located in the Lake's watershed--- to encourage other operators to adopt a conservation cropping system as well. By promoting in-field conservation, rather than relegating conservation just to field borders and areas of concentrated flow, we will see a drastic improvement in water quality, and a reduction in sediment loss, in the watershed.

Technical Assistance:

The Watershed Staff is available to answer erosion and flooding complaints in the City of Decatur as well as subdivisions in the watershed. Many issues can be adequately addressed by the landowner with guidance from the staff; some larger projects resulted in applications to the city or other cost-share programs.

In the past fiscal year, staff has responded to 22 calls for technical assistance, ranging from drainage issues in backyards to streambank erosion problems to pond site suitability.

County plat reviews:

The Watershed Staff reviews proposed subdivision plats to determine the likelihood of significant impacts to the environment, primarily regarding alteration of drainage patterns. They conducted research, site visits, and plat reviews for seven proposed subdivisions during the past fiscal year.

Heart of the Sangamon River Partnership:

The Heart of the Sangamon River Partnership was founded with the assistance of the Illinois Department of Natural Resources in 1997 and consists of many agencies, groups and businesses in Macon and Piatt counties. At the City's request, the Partnership reconvened meetings on January 27, 2011 to update members on current conservation activities, events, problems and concerns and apply for current funding opportunities.

The group meets quarterly to share ideas, funding opportunities, and to plan events. A conference was hosted by the Partnership this December, attracting over 30 people and focusing on how cropland can reduce nutrient and sediment loss. Looking towards 2016, the Partnership will continue to update its member list to increase awareness and to plan another education event.

Oakley Township Sediment Storage Maintenance Advisory Committee:

Megan Baskerville has been participating in the Committee and Michael Andreas, Agricultural Engineer, is available to provide technical assistance in response to citizen inputs regarding the sediment basin.

Grants:

IEPA 319 Grant: Accelerating BMP Adoption in Lake Decatur

The SWCD has been awarded an IEPA Section 319 grant to accelerate BMP adoption in the Lake Decatur Watershed. Through August 2016, **the grant will bring \$425,315 of federal funds into the watershed to install soil saving practices** at 19 sites throughout the watershed in both Macon and Piatt counties. The SWCD office was able to secure this funding by using the City's dedicated funds as match, truly showing the benefit of our longstanding partnership! As of December 31st, ten practices have been installed with this funding.

USDA's Regional Conservation Partners Program:

On January 15, 2015, the USDA awarded Macon County **\$500,000** of NRCS funding for "BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois," for **conservation in the Sangamon River Watershed for the next five years**. At the same time, local partners will test the efficiencies of newer edge-of-field practices to reduce nitrate loss from field tiles, a major source of excess nutrients in Illinois. Applications are always welcome, and the next funding deadline to allocate FY16 funds **(\$100,000)** will be mid-February.

Illinois EPA (IEPA) Construction Site Inspection Program:

In an effort to promote proper construction site stormwater management methods required by the Clean Water Act and regulated by the IEPA, the District negotiated an agreement with the IEPA to provide technical assistance and construction site inspections throughout Macon County. In a strictly advisory and inspection role, the District inspects active construction sites, determines their state of compliance to IEPA standards and notifies the local jurisdiction and the IEPA of their status.

In FY2015, 19 construction sites covered under the IL EPA's permit broke ground in the county, and 9 were inspected by SWCD staff. 8 of these sites are in the Lake Decatur Watershed.

MS4 Agreement:

The City of Decatur, the Villages of Forsyth and Mt. Zion, and Macon County joined together and signed a Memorandum of Understanding (MOU) with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding Best Management Practices (BMPs) and construction site inspections for the Land Disturbance Permit program. Visit www.maconcleanwater.com for more information.

This year 35 construction sites were opened within the City of Decatur, Village of Mt. Zion and the Village of Forsyth, with 22 of the sites lying in the Lake's watershed.

Public Education Programs:

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. In addition to the Watershed Staff itself, board members and administrative staff provide time and energy in these efforts. For FY2015, the following programs were held:

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
Jan 2015	Lady Landowners	Conservation Leases	35
Jan 2015	Jenner Sales Meeting	SWCD History, Future	40
Feb 2015	Nutrients in the News	Nitrates and H2O Quality	60
Feb 2015	Mt Zion Home Show	MS4 Education	20
Feb 2015	Contractor's Meeting	LDWP	40
Mar 2015	Agucation	Conservation	550 5 th Graders
Apr 2015	Rain Gardens: A How-To	Urban Conservation	10
May '15	Lawn to Lake Workshop	Urban Conservation	10
June '15	Nutrient Loss Roadshow	SWCD, Lake History	100
Sept '15	Farm Progress Show	SWCD, Conservation	150
Sept '15	Girl Scouts, Water Quality	Watershed Health	21
Sept '15	Green Infrastructure Tour	MS4 Education	35
Dec '15	Big/Long Creek Meeting	Watershed Plan, updates	7
Dec '15	Your Soil, Your Nutrients	Soil Health	40
Total Reached in FY15			1,118

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

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

Closing Comments:

We have included the financial report for the year ending December 31, 2015 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

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

Board of Directors

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

Staff

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



MACON COUNTY SOIL AND WATER CONSERVATION DISTRICT

FINANCIAL STATEMENT Lake Decatur Watershed Protection Program

	1st Qtr. January 1 - March 31, 2015	2nd Qtr. April 1 - June 30, 2015	3rd Qtr. July 1 - September 30, 2015	4th Qtr. October 1 - December 31, 2015	12/31/2015 Total Invoiced to City	
City Allocation for MCSWCD Vendor # 796	\$ 29,804.26	\$ 34,531.30	\$ 35,692.05	\$ 62,278.13	\$ 162,305.73	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2015	Percent of Contract \$
Salaries Andreas Agricultural Engineer	7,194.37	\$ 10,474.64	\$ 14,840.25	\$ 12,610.94	\$ 45,120.20	31%
Salaries Baskerville Watershed Specialist	8,492.47	\$ 10,010.18	\$ 6,391.92	\$ 9,158.71	\$ 34,053.28	23%
1/3 Salaries DeOrnellas Conservation Program/Marketing Manager	3,435.60	\$ 4,008.20	\$ 3,484.00	\$ 3,493.68	\$ 14,421.48	10%
1/3 Salaries Russotti Administrative Coordinator	1,026.00	\$ 1,702.50	\$ 1,419.76	\$ 1,869.51	\$ 6,017.77	4%
Payroll taxes	2,470.40	\$ 2,171.53	\$ 1,613.61	\$ 2,142.94	\$ 8,398.48	6%
Benefits	1,303.96	\$ 580.76	\$ 675.94	\$ 4,051.74	\$ 6,612.40	5%
BMP Implementation	0.00	\$ -	\$ -	\$ 25,062.60	\$ 25,062.60	17%
Travel and lodge Mike A	1,944.41	\$ 2,861.38	\$ 3,203.59	\$ 2,653.55	\$ 10,662.93	7%
Meetings and Training	140.39	\$ 786.06	\$ 70.87	\$ 439.62	\$ 1,436.94	1%
Professional fees	1,273.77	\$ 83.33	\$ 51.65	\$ 49.99	\$ 1,458.74	1%
Director Liability Insurance/work comp	0.00	\$ -	\$ 1,667.83	\$ 102.04	\$ 1,769.87	1%
Outreach	906.14	\$ 1,010.74	\$ 536.34	\$ 29.94	\$ 2,483.16	2%
Education	59.73	\$ 37.00	\$ 756.57	\$ 360.00	\$ 1,213.30	1%
Internet	75.83	\$ 75.97	\$ 75.96	\$ 50.62	\$ 278.38	0%
Truck/ Insurance	0.00	\$ 68.54	\$ 314.20	\$ -	\$ 382.74	0%
Office Equipment	997.59	\$ -	\$ 212.99	\$ -	\$ 1,210.58	1%
Office Supplies	314.04	\$ 420.87	\$ 105.80	\$ 127.64	\$ 968.35	1%
Postage	169.56	\$ 239.60	\$ 270.77	\$ 74.61	\$ 754.54	1%
Reduction for contract					\$ (16,237.73)	-11%
Total Expenses	29,804.26	\$ 34,531.30	\$ 35,692.05	\$ 62,278.13	\$ 162,305.73	100%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2015	
Payments received	\$ 18,464.50	\$ 30,572.78	\$ 38,653.17	\$ 58,377.55	\$ 146,068.00	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Total Invoiced to City	\$ 29,804.26	\$ 34,531.30	\$ 35,692.05	\$ 46,040.39	\$ 146,068.00	100%
Agreement Balance	\$ 116,263.74	\$ 81,732.44	\$ 46,040.39	\$ 0.00		