



Tuesday, September 6, 2022
5:30 PM
City Council Chambers

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 30-minute time period is provided for citizens to appear and express their views before the City Council. Each citizen speaking will be limited to one appearance of up to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents (if any) to the Police Officer for distribution to the Council. When the Mayor determines that all persons wishing to speak in accordance with this policy have done so, members of the City Council and key staff may make comments.

IV. Approval of Minutes

Approval of Minutes of August 15, 2022 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Authorizing ARPA Expenditures for the Small Housing Improvement Program with Northeast Community Fund
2. Resolution Authorizing Amendment to Grand Avenue TIF Redevelopment Agreement with Niemann Holdings, LLC
3. Resolution Authorizing Payment to CDS Office Technologies for the Purchase of Upgraded Body Worn Cameras and Equipment for the Decatur Police Department, and for Upgrading the Police Department's Digital Evidence System to a New Unified Digital Evidence Platform
4. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City of Decatur for a Multi-Jurisdictional Street Crimes Task Force

5. Resolution Authorizing Accepting the STEP Grant Award to the Decatur Police Department by the Illinois Department Of Transportation
6. Resolution Authorizing the City Manager to Execute Modifications to the Collective Bargaining Agreement Regarding Pay, Benefits, and Work Conditions Between the Decatur Police Benevolent And Protective Association Labor Committee and the City of Decatur
7. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Approving the Transfer of 1421 East Orchard Street, Decatur from Woodford Homes, Inc. to Dove, Inc.
 - B. Ordinance Annexing Territory Decatur & Eastern Illinois Railroad
 - C. Ordinance Annexing Territory Multiple Properties Decatur Park District
 - D. Ordinance Closing Portion of Alley between North Main and North Church Streets, and between West Prairie and West Main Streets
 - E. Resolution Authorizing the Certifications and Acceptance of the 2022 Byrne Justice Assistance Grant
 - F. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City Of Decatur for Distribution of 2022 Byrne Justice Assistance Grant
 - G. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Building at 1440 N. Church
 - H. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Building at 1927 N. Union
 - I. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Adjournment

SUBJECT: Approval of Minutes of August 15, 2022 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of August 15, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES

Monday, August 15, 2022

On Monday, August 15, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle and Bill Faber. Councilman Ed Culp was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Jackson Castro and Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the August 1, 2022, Regular City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Wrighton presented the Treasurer's Financial Report.

City Manager Wrighton gave a brief overview on the discussion item, trash and recycling services and possible amendments to City Code, Chapter 56.

Mr. Dave Schaab, Municipal Marketing Manager for Waste Management, reported on the company's progress, staffing solutions and other changes made since completing the local acquisition of Advanced Disposal and addressed Council member's questions.

Mr. Ed Flynn, representative for many of the independent local garbage haulers noted that he looks forward to working with the city concerning garbage service.

R2022-127 Resolution Authorizing Second Amendment City of Decatur - Archer Daniels Midland Company - Raw Water Agreement, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Councilman Faber exited the Council Chamber at 6:47 p.m. and returned at 6:50 p.m.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council members concerning the agreement.

Council members made comments and addressed concerns about the agreement.

Upon call of the roll, Council members Dennis Cooper, Lisa Gregory, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Councilman David Horn abstained from the vote. Mayor Moore Wolfe declared the motion carried.

R2022-128 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc., for Annual Street Restoration Project, City Project 2022-08, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-129 Resolution to Appropriate Additional Motor Fuel Tax Funds for Restoration of Streets and Highways by the Municipality under the Illinois Highway Code, City Project 2022-08, Asphalt, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-130 Resolution Authorizing Actions Regarding Unsafe Structures, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. and B. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No Council member wished to remove an item from the Consent Agenda Calendar. The Clerk read items A. and B.:

Item A. 2022-35 Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Convention and Visitors Bureau - Sunday Funday of Freedom
Item B. R2022-131 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

Councilwoman Gregory moved Items A. and B. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Other Business.

Councilman Faber spoke about distracted driving. Councilman Horn asked staff to look at tools for preventing and reducing crime considering the increase in homicides and spoke about the recent heavy rain that caused damage to vehicles parked downtown and asked what steps the city is taking to ensure that this does not happen again. Councilman Kuhle encouraged citizens to provide input on ways to curb violence. Mayor Moore Wolfe noted that she recently met with Old Kings Orchard and has other meeting scheduled with community leaders concerning gun violence.

With no other discussion, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:15 p.m.

Approved _____
Kim Althoff
City Clerk

Community Development

DATE: 9/6/2022

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Cordaryl Patrick, Director of Community Development
Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing ARPA Expenditures for the Small Housing Improvement Program with Northeast Community Fund.

SUMMARY RECOMMENDATION: It is recommended that the agreement with NCF be approved.

BACKGROUND: More extensive background is provided in the staff reports included in the packet material. This is one of several programs administered by the Community Development Department to target housing rehabilitation in the city's urban core where the city can partner with willing partners. As with every such program, it is impossible to know with certainty how many people will elect to participate and apply for the rehabilitation funds. As we have done in the past, it is proposed that funds be allocated to our partner organizations in tranches of \$150,000 each until the amount authorized by the City Council is exhausted. If the amount authorized is exhausted, it will be an indicator that the program is popular and making a difference in the neighborhoods, and that the City Council may want to provide additional funds at that time.

ATTACHMENTS:

Description	Type
Cover memo	Cover Memo
Resolution-Northeast Community Fund	Resolution Letter
Agreement and Exhibit-Northeast Community Fund	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 6, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic and Community Development

SUBJECT: Resolution Authorizing American Rescue Plan (ARP) Funds to Northeast Community Fund

RECOMMENDATION: Staff recommends the City Council approve the resolution and authorize the city manager to execute an agreement with Northeast Community Fund to administer and provide small repair grants to owner-occupied residents in low to moderate income neighborhoods in the City of Decatur for the small housing improvement program.

BACKGROUND: At the April 11th Neighborhood Revitalization Study Session, staff presented eight recommendations to Council relative to combating our housing challenges in Decatur. One of those recommendations were, providing a small housing improvement program in partnership with Northeast Community Fund (NCF) to owner-occupied residents in low to moderate income census tracts. NCF will provide grants, not to exceed \$15,000 per single family housing unit. This is an attempt to invest in areas within the urban core that are not eligible for the owner-occupied rehabilitation program, but areas where staff is beginning to see the first signs of housing decline. If we do not assist in these areas now, our housing challenges will continue to spread and more neighborhoods will begin to decline, due to the lack of sustainable/livable affordable housing.

ATTACHMENTS: Resolution, agreement and project eligibility map.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT
WITH NORTHEAST COMMUNITY FUND
FOR SMALL HOME IMPROVEMENT PROGRAM**

WHEREAS, the City of Decatur, Illinois (“City”) has received funds from the American Rescue Plan Act (“ARP”); and,

WHEREAS, the City has determined that a Small Home Improvement Program (“Program”) is needed to provide grants to owner-occupied residents in low-moderate census tracts as set forth in Ex. A for the purposes of making small home improvements and repairs; and,

WHEREAS, the ARP funds received by the City may be used for specific eligible activities, including to finance, repair and rehabilitate homeowner occupied units; and,

WHEREAS, Northeast Community Fund (“NCF”) is a not-for-profit organization formed in 1969 with its principal office located in Decatur, Illinois to assist needy families in the Decatur and Macon County community with resources available; and,

WHEREAS, the City has determined that NCF has the capacity to provide assistance and administer the Program,

NOW, THEREFORE, be it resolved, by the City Council of the City of Decatur, Illinois:

SECTION ONE. That the City Manager is authorized to enter into an Agreement with Northeast Community Fund in accordance with the requirements of the American Rescue Plan.

SECTION TWO. That the total appropriation of ARP funds for the Program shall be for an amount not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000) dispersed in three equal increments,

PRESENTED, PASSED, APPROVED and RECORDED this 6th day of September, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**AGREEMENT FOR
SMALL HOME IMPROVEMENT PROGRAM**

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City") and Northeast Community Fund ("NCF"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has received funds from the American Rescue Plan Act ("ARP"); and,

WHEREAS, the City has determined that a Small Home Improvement Program ("Program") is needed to provide grants to owner-occupied residents in low-moderate census tracts as set forth in Ex. 1 attached hereto for the purposes of making small home improvements and repairs; and,

WHEREAS, the ARP funds received by the City may be used for specific eligible activities, including to finance, repair and rehabilitate homeowner occupied units; and,

WHEREAS, NCF is a not-for-profit organization formed in 1969 with its principal office located in Decatur, Illinois to assist needy families in the Decatur and Macon County community with resources available; and,

WHEREAS, the City has determined that NCF has the capacity to provide assistance and administer the Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants and for good and valuable consideration, it is agreed between the parties hereto the following:

Section 1. The foregoing recitals are incorporated herein as fully stated as a part of this agreement.

Section 2. The City shall develop the Program utilizing criteria and eligibility requirements as determined by or in conjunction with NCF and provide funds to be used in the Program.

Section 3. The total appropriation of ARP funds for the Program shall be for an amount not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000) to be dispersed in three equal increments.

Section 4. NCF understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, Department of Treasury, and/or the City.

Exhibit A

Section 5. Any new appropriations shall occur only upon approval of the Decatur City Council.

Section 6. NCF understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services by the City beyond the specified funded amount of this Agreement.

Section 7. NCF shall be responsible for the administration, implementation, and reporting of the ARP funds provided in the Program made under the provisions of the Agreements between the parties.

Section 8. NCF will provide the Program funds to those determined to be eligible contractors for the small home improvement program.

Section 9. NCF will be responsible for reviewing and determining all applicable federal, state and local laws, statutes and other regulations relating to the use of ARP funds provided under this Agreement. The City will provide NCF with all rules and regulations governing the ARP funds. City staff will be available to NCF for guidance and direction on the ARP protocols and procedures to ensure NCF's ongoing compliance with ARP funding.

Section 10. The ARP funds provided by the City shall only be used by NCF to provide financial grant assistance to eligible homeowners for the purposes of and pursuant to and under the terms of the Program.

Section 11. NCF hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement, if the Program funds are used for or in any manner contrary to those uses set forth in this Agreement, or for the City's convenience, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, NCF will repay to the City the funds used contrary to the terms set forth herein no later than thirty (30) days following demand of such repayment by the City.

Section 12. Upon written request, NCF agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers and records of NCF which pertain to the Program and/or the funds provided to NCF for the purpose of monitoring, making audits, examinations, and photocopying.

Section 13. NCF shall be required to maintain all records for the period designated by the City as required by the terms of ARP and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 14. NCF agrees to provide any and all reports which may be required by the City for compliance with ARP and any other federal or state law, statute or other regulation.

Section 15. NCF agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community

Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

Section 16. NCF hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the ARP funds by NCF, including but not limited to the violation by NCF of any of its covenants or agreements under this Agreement, any act or failure to act done in connection with the Performance or operation of NCF's use of ARP funds, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of NCF operations use of ARP funds.

Section 17. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: City of Decatur
 City Manager
 #1 Gary K. Anderson Plaza
 Decatur, IL 62521

To NCF: Northeast Community Fund
 Executive Director
 839 N. Martin Luther King Dr.
 Decatur, Il 62521

Section 18. Either the City or NCF may terminate this Agreement in whole or in part if either determines that the terms set forth in this Agreement cannot be met. Termination is affected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the City in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire Agreement.

Section 19. NCF will provide before and after pictures of each project funded through the Program.

Section 20. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 21. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 22. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 23. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 24. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 25. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 26. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

This Agreement is made between the City and NCF and entered on the last date written below. In witness, the parties have executed this Agreement.

CITY OF DECATUR, ILLINOIS

Northeast Community Fund

By: _____

By: _____

Its: _____

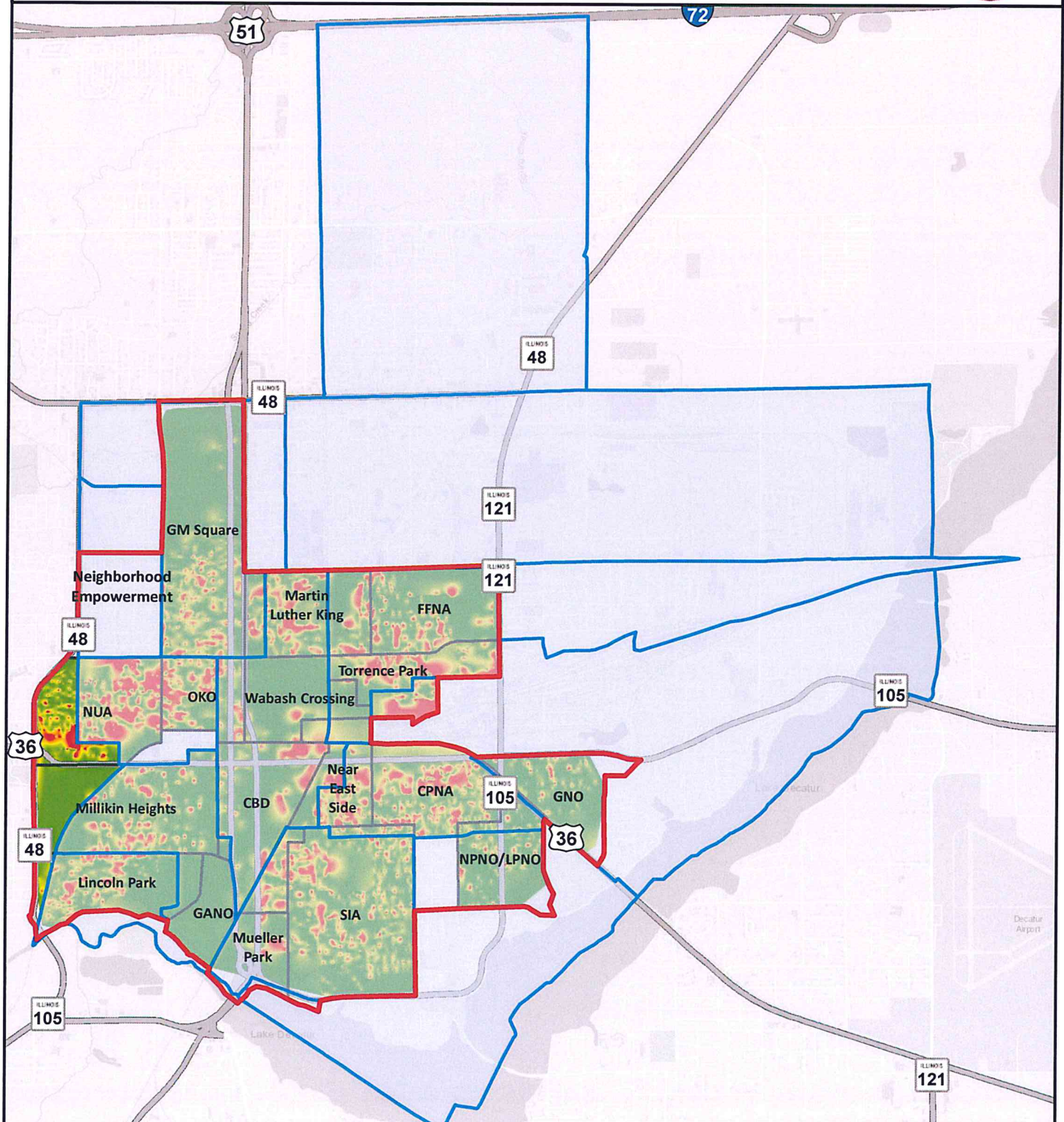
Its: _____

DATE: _____

DATE: _____



REHAB GRANT ELIGIBLE AREA AND LOWMOD CENSUS TRACTS CITY OF DECATUR, IL



Legend

Structure Scores (2019)

More Blight Indicators

Fewer Blight Indicators

Rehab Grant Eligible Area

LowMod Census Tracts

Neighborhood Boundaries

Community Development

DATE: 9/1/2022

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Greg Crowe, Assistant Director of Economic & Community Development

SUBJECT: Amendment to Grand Avenue TIF Redevelopment Agreement with Niemann Holdings, LLC.

SUMMARY RECOMMENDATION: The proposed amendment to the existing TIF agreement allows the owner to build a "Wash & Win" in place of the former deli. This is accomplished through the transfer of the liquor license formerly held by the New Back Door. The new facility will be built wholly inside the existing footprint of the larger of the two buildings at the corner of West Grand and Illinois Route 48.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Amended Agreement	Exhibit
Amended Sections	Backup Material
Niemann Letter, Floor Plan and Rendering	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 1, 2022

MEMO: 22-29

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Economic & Community Development Director
Greg Crowe, AICP, Economic & Community Development Assistant Director

SUBJECT: Amendment to Grand Avenue TIF Redevelopment Agreement with Niemann Holdings, LLC

SUMMARY RECOMMENDATION: Staff presents the attached amendment to the approved redevelopment agreement with Neimann Holdings for the Save-a-Lot and Convenience Store site at Grand Avenue and IL Route 48. The developer is requesting the amendment to allow for additional uses on the site that were not included in the original Agreement.

BACKGROUND: The redevelopment project was approved by the City Council on May 6, 2013. At the time, the developer anticipated the site would be developed with a County Market, convenience store and potentially other retail uses. Since that time, the developer has converted the grocery store to a Save-a-Lot with a County Market deli. The developer now proposes to convert the deli portion into a Wash 'n Win (*laundry service along with a bar/cocktail lounge with video gaming*) along with space for a fast-food restaurant or coffee shop with a drive thru. The space for the bar/cocktail lounge with video gaming shall not exceed 1,200 square feet.

A letter from Richard Neimann Jr. is attached with this memo that provides further background on the development changes on the site since 2013 along with their decision to request the proposed amendment to the Agreement to allow for the proposed uses. A rendering and floor plan for the proposed Wash 'n Win is also provided.

POTENTIAL OBJECTION: Staff is not aware of objectors to this agreement.

INPUT FROM OTHER SOURCES: The proposed amendment has been reviewed by Economic & Community Development and Corporation Counsel.

STAFF REFERENCE: Contact Greg Crowe at 217-450-2324 or gcrowe@decaturil.gov

BUDGET/TIME IMPLICATIONS: N/A

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING AMENDMENT TO
CITY OF DECATUR/GRAND AVENUE
TIF REDEVELOPMENT AGREEMENT
- NEIMANN HOLDINGS, LLC -**

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

Section 1. That the Redevelopment Agreement approved by Resolution No. R2013-42 and the amendment presented to the Council herewith be, between the City of Decatur and Neimann Holdings, LLC, and it is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 6th day of September, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CITY OF DECATUR/GRAND AVENUE TIF
AMENDED REDEVELOPMENT AGREEMENT

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THIS CITY OF DECATUR/GRAND AVENUE TIF AMENDED
REDEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the _____ day
of _____, 2022~~13~~, by and between the City of Decatur, Illinois, a municipal
corporation, (hereinafter referred to as the "City") and Niemann Holdings, L.L.C., an Illinois
Limited Liability Company (hereinafter referred to as the "Redeveloper").

RECITALS

WHEREAS, the City is considering adopting a program for the redevelopment of a
redevelopment area known as the City of Decatur/Grand Avenue TIF Tax Increment
Redevelopment Area (the "Redevelopment Area") in the City, pursuant to 65 ILCS 5/11-74.4-1,
et seq of the Illinois Revised Statutes, the "Tax Increment Allocation Redevelopment Act"
(hereinafter referred to as the "Act");

WHEREAS, the City is considering, pursuant to the provisions of the Act, adopting a
plan known as the City of Decatur/Grand Avenue TIF Tax Increment Redevelopment Plan and
Project (hereinafter referred to as the "Redevelopment Plan") pertaining to the redevelopment of
the Redevelopment Area, substantially in the form of the document entitled City of Decatur,
Illinois Grand Avenue TIF, dated December 4, 2012, a copy of which is available for inspection
in the office of the City Clerk of the City;

WHEREAS, the City anticipates that, in order to achieve the objectives of the
Redevelopment Plan, subject to the adoption of Tax Increment Financing for the Redevelopment
Area pursuant to the Act, it should provide assistance to the Redeveloper, including the
reimbursement of property acquisition costs, in the development of a shopping center containing
approximately 38,000 square feet consisting of a ~~new County Market~~ grocery store, associated
convenience store, no more than one (1) laundry and dry cleaning establishment, no more than
one (1) bar or cocktail lounge with video gaming that may be no more than 1,200 square feet, a
restaurant with drive thru and other retail and personal service uses located on Exhibit 1 attached
hereto and made a part hereof (the "Project");

WHEREAS, the City and the Redeveloper intend this Agreement to constitute an
"economic incentive agreement" under Section 8-11-20 of the Illinois Municipal Code;

WHEREAS, in order to eliminate the blighting conditions within the Project Site, to help
arrest and prevent blighting conditions outside the Project Site in the Redevelopment Area, to
enhance the quality of life in the City, to provide an economic stimulus to the area of the City
within which the Project Site is located in order to attract other private development which will
enhance the tax base of the City and to further the objectives of the Redevelopment Plan, the
City pursuant to its Home Rule Powers under Article 7 of the Constitution of the State of Illinois
and the powers granted to the City pursuant to the Act, and Section 8-11-20 intends, subject to
the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, to
provide to the Redeveloper, Public Investment to help alleviate certain private costs of the
Redeveloper;

WHEREAS, without the assistance of the City as set forth in this Agreement, the Redeveloper would not undertake the Project;

WHEREAS, the construction cost of the Project (including land acquisition and soft costs) is estimated to be Eleven Million, One Hundred Twenty Thousand dollars (\$11,120,000) Dollars as more fully shown on Exhibit 2 attached hereto and made a part hereof;

WHEREAS, the City believes, subject to the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, it is necessary to redevelop the Redevelopment Area in order to arrest the economic and physical decline contained there, and to promote a policy of stabilization not only in the proposed Redevelopment Area, but also in the surrounding area of the City; and

WHEREAS, the City believes that the development of the Project, subject to the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, pursuant to the proposed Redevelopment Plan is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

"Act" means the *Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq* as it may be amended from time to time.

"Applicable Law" means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Redeveloper, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of public facilities.

"Exterior Architectural Appearance" means the architectural character, general composition and general arrangements of the exterior of the Project, and the adjacent plazas and pedestrian areas, including the kind, color and texture of the building material and the type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from public streets and thoroughfares.

"Final Site Plan" means the final plan for the Project which sets forth the limits of the work to be done, the building locations, ingress and egress, loading areas, parking, if any, landscaping, signage and adjoining streets including one or more elevations or sketches showing the exterior features and designs of all the buildings or structures.

"Preliminary Plans" means plans and drawings, including a Preliminary Site Plan for the Project attached hereto as Exhibit 1 which are preliminary to the Construction Plans, which plans and drawings CAN include but are not limited to the limits of the work to be done, the location of buildings and all auxiliary structures, ingress and egress, loading areas, parking, if any, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project.

"Preliminary Site Plan" means the site layout for the Project including parking, if any, buildings, ingress and egress, pedestrian and vehicular circulation, utilities, grading, storm water detention, landscaping and service areas, and all proposed dedications and easements.

"Project" means the shopping center and related facilities to be developed and constructed by the Redeveloper as more fully on described on Exhibit 1 attached hereto and made a part hereof.

"Project Revenues" means for a calendar year an amount equal to the sales tax transferred by the State of Illinois Department of Revenue to the City that have been collected from retailers located in the Project in that year.

"Project Site" means the real property to be utilized for the Project as more fully shown on Exhibit _1_ attached hereto and made a part hereof.

"Public Investment" means the rebate of Project Revenues and Real Estate Tax Increment in the manner provided in Article IV of this Agreement.

"Real Estate Tax Increment" means the *ad valorem* real property taxes levied and received by the City on the Equalized Assessed Value of the Project, the Project Site and any other structures or buildings on the Project Site less the Initial Equalized Assessed Value for the Redevelopment Area as determined pursuant to the Act.

"Redevelopment Area" means the City of Decatur/Grand Avenue TIF Redevelopment Project Area as adopted by the City in 2013.

"Substantial Completion or Substantially Complete" means complete construction of the shell and core, with finished interiors of common areas and, as to residential areas of each building, to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work.

ARTICLE II: DEVELOPMENT OF THE PROJECT

2.1 Development of the Project. The Redeveloper will utilize its best efforts to develop the Project in a manner that is compatible with the Redevelopment Plan and Applicable Law.

- 2.2 Progress Reports.** During the development process, the Redeveloper shall submit monthly reports to the City commencing on the first day of July, 2013, and on the first day of each month thereafter until Substantial Completion of the Project which will provide the City with information concerning costs of the Project, leasing and sales activities, design of the Project, financing efforts and other matters relevant to the development and construction of the Project
- 2.3 Preliminary Plans.** The Redeveloper, within One Hundred and Fifty (150) days of the date of this Agreement, shall submit to the City the Preliminary Plans for the Project. The City shall review the Preliminary Plans for conformance with the Redevelopment Plan, the initial plans, this Agreement and Applicable Law.
- 2.4 Approval of Preliminary Plans by City.** The City's approval or disapproval of the Preliminary Plans must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. If the City does not approve or disapprove said plans within thirty (30) days after receipt, they shall be deemed approved. If disapproved, the Redeveloper shall, within twenty (20) days from the date of disapproval, resubmit revised plans which the City shall review within twenty-one (21) days. The process shall repeat until the plans are approved by the City. In reviewing said plans, the City will take into account the normal and customary cost of developing and constructing projects of this type. Any request for change in the Preliminary Plans by the City shall not cause an unreasonable increase in the costs of the project. The City will not unreasonably withhold its approval.
- 2.5 Final Site Plan.** But no later than the submission of the Construction Plans, the Redeveloper shall submit to the City a Final Site Plan. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, the Redevelopment Plan, this Agreement and Applicable Law.
- 2.6 Construction Plans.** The Redeveloper shall submit to the City no later than forty-five (45) days prior to the commencement of construction, the construction plans for the Project (the "Construction Plans"). The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans for the Project, after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.
- 2.7 Amended Construction Plans.** Prior to completion of the Project, if the Redeveloper desires to make any substantial change in the Construction Plans which significantly affects the appearance, function, or structural integrity of the Project, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change,

conform to the requirements of the Redevelopment Plan and this Agreement, meet Applicable Law and do not create a fundamental change in the nature, size or aesthetics of the Project, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. If the City disapproves of such change, it shall notify the Redeveloper in writing with specificity as to the reasons for the disapproval, in which event the Redeveloper may submit a revised change within a reasonable time thereafter. This process shall repeat until the revised plans are approved by the City or the change is abandoned by the Redeveloper. If such change is not so approved or rejected in writing within ten (10) working days of receipt of the submission to the City from the Redeveloper, such change will be deemed approved.

2.8 Commencement and Completion Requirements.

2.8.1 Commencement. The Redeveloper shall commence construction of the Project no later than April 1, 2014.

2.8.2 Completion. The Redeveloper shall Substantially Complete construction of the Project within eighteen (18) months after commencement of construction or other mutually agreeable date.

2.9 Certificate of Completion. Promptly after Substantial Completion of construction of the Project and upon request of the Redeveloper, the City will execute and deliver to the Redeveloper a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns that the construction of the Project has been Substantially Complete in accordance with the provisions of this Agreement.

2.10 Form of Certification. The certification provided for in Section 2.9 shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Macon County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in which respects the Redeveloper has failed to Substantially Complete construction of the Project in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or steps will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.7 and this Section 2.9.

2.11 Quality of Construction and Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to Applicable

Law including, but not limited to, design standards, environmental codes and life safety codes. The Redeveloper shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and the Final Site Plan. If the Project is constructed in compliance with the Construction Plans as approved pursuant to Section 2.6 above, it will be deemed to be in conformance with Building Codes of the City.

2.12 Utilities. Except as otherwise provided in this Agreement, all arrangements for utilities must be made by the Redeveloper with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site; however, the City, if requested by the Redeveloper, shall make reasonable efforts to assist in obtaining utility rights, approvals and permits.

2.13 Insurance.

2.13.1 Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Five Million (\$5,000,000) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as coinsureds and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.13.2 Builder's Risk Prior to Completion. During the construction of the Project as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by companies reasonably satisfactory to the City, and shall name the City as a coinsured.

All such policies shall contain a provision that the same will not be cancelled or modified without a thirty (30) day written notice to the City.

2.14 Lien Waivers. All contracts for construction of the Project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.

2.15 Rights of Inspection. During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

ARTICLE III: CITY OBLIGATIONS

3.1 Public Investment. The City shall provide the Public Investment pursuant to Article IV below.

3.2 Easements. The City agrees to grant such temporary easements to the Redeveloper as necessary for the construction and completion of the Project.

ARTICLE IV: PUBLIC INVESTMENT

4.1 Public Investment. The City will provide a reimbursement for Project Costs to be paid from Real Estate Tax Increment and Project Revenues for each calendar year received by the City from the Project and the Project Site as set forth below. The Real Estate Tax Increment and Project Revenues shall be utilized to reimburse the Redeveloper for those eligible Project Costs that are set forth in Section 3 of the Act which are more fully described on Exhibit 3 attached hereto and made a part hereof, including the cost of acquisition of Real Property:

- (a)** Subject to reimbursement of eligible Project Costs, commencing in the year following the year in which substantial completion of the Project has occurred and continuing until and including the year 2037, the Redeveloper shall receive no later than March 15th of each year an amount equal to One Hundred (100%) Percent of the Real Estate Tax Increment for the previous calendar year actually received by the City.
- (b)** Commencing in the year following the year in which substantial completion of the Project has occurred and continuing until and including the year 2037, the Redeveloper shall receive no later than March 15th of

each year an amount equal to Fifty (50%) Percent of Project Revenues for the previous calendar year actually received by the City.

- (c) The obligation for the annual reimbursement of Project Costs from both Real Estate Tax Increment and Project Revenues shall terminate upon the receipt by the Redeveloper of an amount equal to Two Million, Five Hundred Thousand Dollars (\$2,500,000) as reimbursement for eligible Project Costs incurred or upon the expiration of this agreement, whichever occurs first.

- 4.2 **Adjustment of Public Investment.** Upon completion of the Project, the Redeveloper shall submit to the City a Final Project Cost Analysis of all costs connected with the construction of such building and if the actual cost is less than ninety (90%) percent of the Project Cost Analysis, at the time of the adoption of the Redevelopment Agreement, then the maximum amount of Project Revenue to be paid to the Redeveloper shall be reduced by one (1%) percent for each percent that the actual costs are below 90% of the projected costs

ARTICLE V: PROJECT REVENUE FINDINGS

- 5.1 **Economic Incentive Agreement.** In connection with the **Project Revenues** under the Agreement, the Agreement is determined to constitute an "**economic incentive agreement**" under Section 8-11-20 of the Illinois Municipal Code and the City's Home Rule powers, and the City Council makes related findings, as follows:

- 5.2 **Findings.** Project Site is not vacant and has development thereon and:

- (A) the buildings on the Project Site do not, at the time of the adoption of this Agreement, any longer comply with current building codes;
- (B) the Project, as set forth in this Agreement, is expected to create or retain job opportunities within the City;
- (C) that the Project will serve to further the development of adjacent areas;
- (D) that without this Agreement's economic incentive features, the Project will not have been possible;
- (E) that the Redeveloper who is a party to this Agreement, meets high standards of creditworthiness and financial strength as demonstrated by: specific evidence of equity financing for not less than 10% of the total project costs or by a letter from a lender having no more than Ten Million (\$10,000,000) Dollars in assets;
- (F) that the Project, will strengthen the commercial sector of the City;

- (G) that the Project, will enhance the tax base of the City; and
- (H) that this Agreement's economic incentive agreement feature is made in the best interest of the City.

ARTICLE VI: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

- 6.1 Conditions Precedent to Transaction.** The City's obligations under this Agreement (including, without limitation, the obligation for Public Investment) shall, for the Project, be subject to:
- (a) **Insurance.** Proof that the policies of insurance of the types and coverages specified in Section 2.13 hereof have been obtained and are in force with regard to the Project.
 - (b) **Plans.** Approval of the Plans and construction plans for the pursuant to Article II hereof.
 - (c) **Construction Contracts.** Executed construction contracts covering the construction of the Project.
 - (d) **Declaration of Covenants, Uses and Restrictions.** Declarations of Covenants, Uses and Restrictions in the form attached hereto as Exhibit 4 executed by the Redeveloper covering the Project and the Project Site.
 - (e) **Project Financing.** Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
 - (f) **Approvals.** A certificate by the manager or authorized officer of the Redeveloper, as the case may be, that all of the approvals necessary to proceed with the Project as intended herein have been obtained including the approval of this Agreement
- 6.2 Conditions Precedent to Public Investment.** The City's obligations with regard to the Project Revenues and Real Property Tax Increment portion of the Public Investment are subject to the adoption by the City of Tax Increment Financing for the Redevelopment Area.

ARTICLE VII: OPERATION OF THE PROJECT

- 7.1 Operation and Maintenance of the Project.** The Redeveloper for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement. The Redeveloper shall operate the Project in a

professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

ARTICLE VIII: REDEVELOPER COVENANTS AND RESTRICTIONS

- 8.1 Project Subject to Redevelopment Plan and Agreement.** The Redeveloper agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in the Redevelopment Plan and this Agreement.
- 8.2 Non-discrimination.** The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.
- 8.3 Property Taxes.** Redeveloper acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Project Site. The Redeveloper covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Project Site, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Project Site, or a portion thereof, the City, no less than sixty (60) days after written notice to the Redeveloper, shall be entitled to rescind the grant of benefits by the City to the Redeveloper pursuant to this Agreement and after such rescission the Redeveloper shall promptly reimburse the City for the cost of all the benefits granted by the City to the Redeveloper pursuant to this Agreement that have theretofore been received by the Redeveloper. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Redeveloper, the Redeveloper takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Redeveloper shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of real property taxes; provided, however, that the Redeveloper covenants and agrees that nothing contained herein shall relieve the Redeveloper from complying with all laws, rules and regulations of the State of

Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes. This Section 8.3 shall be an obligation of the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) only during the period that the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) owns a direct or indirect interest in the Project or Project Site or any portion thereof.

- 8.4 Duration of Covenants.** It is intended and agreed that the covenants provided in Sections 8.1 and 8.3 of this Agreement shall remain in effect until the earlier of (i) termination of the Redevelopment Plan, or (ii) December 31, 2037 and that the covenants provided in Sections 8.2 hereof shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.
- 8.5 Covenants Running with the Land.** Subject to Section 8.4, it is intended and agreed that the covenants set forth in Sections 8.1, 8.2, and 8.3 above shall be covenants running with the land and Sections 8.1 and 8.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 8.2 hereof, the City, the State of Illinois and the United States of America. Provided, however, this Agreement is not intended to create any obligations for a bona fide purchaser of a condominium unit beyond the ownership of that unit.
- 8.6 Covenants Binding for the Benefit of City.** Subject to Section 8.4, it is also intended and agreed that the foregoing covenants set forth in Sections 8.1, 8.2, and 8.3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 8.4 and 8.5.
- 8.7 Forms of Covenants and Restrictions.** Certain of the covenants, uses and restrictions referred to in this Article IX shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 4, which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Redeveloper commences construction of the Project.

ARTICLE IX: INDEMNIFICATION

- 9.1 Redeveloper Indemnification of the City.** So long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), the Redeveloper

agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Redeveloper's operation or management of the Project, or from any work or thing done by the Redeveloper on the Project Site, or any work or activity of the Redeveloper connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Redeveloper or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; (v) any violation of Applicable Law or (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of interests in the Redeveloper, its affiliates or any part of the Project. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project or Project Site or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Project Site or part thereof. Provided, notwithstanding the foregoing, the Redeveloper shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

- 9.2 City Indemnification of the Redeveloper.** To the extent not prohibited by law, the City of Decatur, so long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Redeveloper and its directors, officers, members, managers, employees and agents from any and all claims, damages, costs, and expenses, including without limitation, reasonable attorney's fees and reasonable cost of suit caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to

indemnify and save the Redeveloper harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the City, upon receipt of notice in writing from the Redeveloper setting forth the particulars of such claim or action, the City shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The Redeveloper shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Redeveloper. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Redeveloper harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Redeveloper, its officials, agents, or employees.

ARTICLE X: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

10.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction. The Redeveloper represents and agrees that prior to the Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof) the following prohibitions and restrictions shall apply to the transfer of the Project:

10.1.1 Prohibitions. Except only by way of security for a mortgage, deed of trust or other facility only for the purpose of obtaining equity or debt financing necessary to enable the Redeveloper to construct the Project, the Redeveloper has not made or created, and will not, prior to the Substantial Completion of construction of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements, leases with Project tenants and sales or pre-sales agreements for the residential condominium units being a part of the Project, without the prior written approval of the City.

10.1.2 Conditions for Approval. The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval pursuant to this Section 10.1, that:

- (a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).
- (b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.
- (c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.
- (d) The Redeveloper and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of the Redevelopment Plan and this Agreement.
- (e) The consideration payable for the transfer or assignment by the transferee or assignee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the

Redeveloper of the Project (or allocable part) and the purpose of this provision is to preclude assignment of this Agreement or transfer of the Project or the Project Site (or any parts thereof) for pecuniary gain or profit prior to Substantial Completion of the Project and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the purchase price of the Project Site to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this Section 10.1.2(e) and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City at the same time as or prior to the transfer.

10.2 Transfer of Project After Completion of Construction. After Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof), the Redeveloper (and any subsequent Owner) may transfer the Project (or any portion thereof) without the consent of the City by instrument in writing reasonably satisfactory to the City, and in a form recordable among the land records, pursuant to which the transferee shall expressly assume with regard to the Project (or any portion thereof) all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject with regard to the Project or any portion thereof. Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project (or any portion thereof), shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project (or any portion thereof), or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer. No such transfer shall be deemed to transfer any rights of the Redeveloper to the reimbursements set forth under Article IV above, unless such rights are expressly set forth in the instrument of assignment.

10.3 Status of Assignee. Any assignee of the Redeveloper prior to Substantial Completion, who is approved under the terms of 10.1 above, shall be considered the "Redeveloper" for all purposes of this Agreement as to such portion of the Project that has been assigned.

- 10.4 Assignment to Affiliated Entity.** Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided that such entity or its guarantors has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 10.1.2(a) through (d) of this Agreement.
- 10.5 No Release of Redeveloper.** Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE XI: DEFAULT AND REMEDIES

- 11.1 Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement:
- 11.1.1 Misrepresentation.** If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- 11.1.2 Breach.** Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.
- 11.2 Remedies Upon Default.** In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default can not be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the City or the Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the

City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

11.3 Other Rights and Remedies of City and Redeveloper: Delay in Performance Waiver.

11.3.1 No Waiver by Delay. Any delay by the City or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or the Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or the Redeveloper with respect to any specific Event of Default by the Redeveloper or the City under this Agreement be considered or treated as a waiver of the rights of the City or the Redeveloper under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or the Redeveloper.

11.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

11.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of construction of the Project, the Public Projects or the Public Improvements or progress in respect thereto, in the event of enforced delay in the performance of

such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper with respect to the beginning and completion of the construction of the Project, the Public Projects or the Public Improvements shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE XII: TERMINATION OF AGREEMENT

- 12.1 Termination by the City.** The City has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the Redeveloper as follows if any Event of Default by the Redeveloper is not cured within the time frame set forth in Article XI above.
- 12.2 Termination by the Redeveloper.** The Redeveloper has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the City as follows if any Event of Default by the City is not cured within the time frame set forth in Article XI above.

ARTICLE XIII: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to construction of the Project provided for in this Agreement that the following will apply:

- 13.1 Non-Discrimination.** The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- 13.2 Advertising.** The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE XIV: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- 14.1 Organization.** The Redeveloper is an Illinois limited liability company and is in good standing with the State of Illinois.
- 14.2 Authorization.** The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 14.3 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.
- 14.4 Pending Lawsuits.** There are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.
- 14.5 Location of Project.** The Project will be located within the Project Site.
- 14.6 Conformance with Requirements.** The Redeveloper represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE XV: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

- 15.1 Organization and Authorization.** The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into

and by proper action has been duly authorized to execute, deliver and perform this Agreement.

15.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

15.3 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XVI: MISCELLANEOUS

16.1 Prevailing Wages. If the redeveloper receives public investments as set forth in article IV above in the construction of the Project, the Redeveloper shall pay prevailing wages as determined pursuant to the Prevailing Wage Act of the State of Illinois, 820 ILCS 130 *et seq* and the Prevailing Wage Ordinance of the City subject to the following:

- (a) A listing of the current prevailing wage rates is available through the City.
- (b) Contractors must comply with provisions of Public Act 93-38 which requires certain language pertaining to prevailing wage be inserted into subcontracts. A list of prevailing wages in effect must be posted at the Project Site.
- (c) The Redeveloper must submit certified payrolls, on a monthly basis, to assure the payment of prevailing wage. This requirement applies to all contractors and subcontractors working on the Project. Certified payrolls shall be submitted to the Assistant City Manager For Development Services. The City reserves the right to interview contractor's employees on the job to ascertain compliance with this requirement.

16.2 Authorized Representatives.

16.2.1 Redeveloper. By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the Redeveloper, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Redeveloper.

16.2.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

16.3 Entire Agreement. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper with respect to the subject matter hereof.

16.4 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

16.5 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.

16.6 Notices. Notices or demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to:

the City:

City Clerk
1 Gary K. Anderson Pl.
Decatur, IL 62523

with copies to:

Assistant City Manager for Development Services
1 Gary K. Anderson Plaza
Decatur, IL 62523

Corporation Counsel
1 Gary K. Anderson Plaza
Decatur, IL 62523

the Redeveloper:

Niemann Holdings, LLC
Attn: Richard Niemann Jr.
1501 N. 12th St.
P.O. Box C-847
Quincy, IL 62306-2847

with a copy to:

Schmiedeskamp, Robertson, Neu &
Mitchell, LLP
Attn. Ted N. Niemann
525 Jersey St.
P.O. Box 1069
Quincy, IL 62306

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

- 16.7 Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.
- 16.8 Project Sign.** Prior to commencement of construction of the Project, the Redeveloper shall place at the front of the Project a Project identification sign which sign shall contain the following:
- (a) A colored elevation view of the Project being constructed;
 - (b) A listing of the Project team including the City; and
 - (c) A brief two (2) or three (3) line description of the Project.
- 16.9 Memorandum of Agreement.** At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project and the Project Site in the form attached as Exhibit _5.
- 16.10 Further Assistance and Corrective Instruments.** The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

ARTICLE XVII: REDEVELOPER'S CONDITONS

- 17.1.1 Redeveloper's Conditions.** Redeveloper's obligations pursuant to this Agreement shall be conditioned on the following:
- (a) City's vacation of that portion of Hill Street in Decatur, Illinois between Grand Avenue and West Leafland Avenue and title thereto becoming vested in Redeveloper;
 - (b) Redeveloper's obtaining ingress and egress permits to and from the Project to and from Oakland Avenue, Decatur, Illinois, to the extent required by the City, the State of Illinois and other governmental authorities as a condition of ingress and egress;
 - (c) Conveyance to Redeveloper of fee simple title in all real estate comprising the Project to the satisfaction of Redeveloper;
 - (d) Redeveloper's obtaining a written commitment from a lender, acceptable to Redeveloper, committing to make a construction loan to Redeveloper for the construction of the Project;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR
an Illinois municipal corporation

By: _____

Attest:

By: _____

NIEMANN HOLDINGS,
LLC _____
An Illinois Limited Liability
Company _____

By: _____

Print Name: Richard H. Niemann
Jr. _____

Title: Member _____

Attest:

By: _____

Print Name: Christopher J.
Niemann _____

Title: Member _____

By: _____

Print Name: Richard H. Niemann, Sr.

Title: Member

**CITY OF DECATUR/GRAND AVENUE TIF
REDEVELOPMENT AGREEMENT**

EXHIBITS

- 1. Project and Project Site**
- 2. Project Costs**
- 3. Tax Increment Eligible Project Costs**
- 4. Declaration of Covenants, Uses and Restrictions**
- 5. Memorandum of Agreement**

EXHIBIT 1

Project

A: General Narrative Description of Project - Developer will construct at its expense a new shopping center containing approximately 38,000 square feet consisting of a ~~new County Market~~ grocery store, associated ~~convenience-~~ Store, no more than one (1) laundry and dry cleaning establishment, no more than one (1) bar or cocktail lounge with video gaming that may be no more than 1,200 square feet, a restaurant with drive thru and other retail and personal service uses. Project shall include all associated public infrastructure improvements and improvements to Leafland Avenue, Oakland Avenue and Illinois Route 48, if required.

B: Project Site

Perimeter legal

PARCEL 1

ALL OF LOTS 10, 11, AND 12 AND THAT PART OF LOTS 5, 6, 7, 8, 9, 13, 14, 15 AND 16 IN BLOCK 1 OF HILL'S SECOND ADDITION OF OUTLOTS TO THE CITY OF DECATUR, ILLINOIS LYING SOUTH AND EAST OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 48, SECTION 130 R; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE SOUTHEAST CORNER OF THE AFOREMENTIONED BLOCK 1, THENCE SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF WEST LEAFLAND AVENUE A DISTANCE OF 271.68 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF BLOCK 1, THENCE NORTH 01 DEGREES 29 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF UNIVERSITY AVENUE A DISTANCE OF 24.48 FEET TO AN IRON PIN ON THE SOUTHEAST RIGHT OF WAY LINE OF S.B.I. ROUTE 48, THENCE NORTH 44 DEGREES 03 MINUTES 02 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 154.25 FEET TO AN IRON PIPE THENCE NORTH 39 DEGREES 42 MINUTES 59 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 52.16 FEET TO A CHISELED X IN CONCRETE; THENCE NORTH 43 DEGREES 28 MINUTES 19 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 203.70 FEET TO AN IRON PIN ON THE WEST LINE OF HILL STREET, THENCE SOUTH 01 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 323.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.082 ACRES, MORE OR LESS.

ALL IN THE CITY OF DECATUR, COUNTY OF MACON, STATE OF ILLINOIS.

BASIS OF BEARING IS ASSUMED SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF LEAFLAND A VENUE.

PARCEL 2

ALL OF LOTS 1 AND 2 IN BLOCK 13 IN HILL'S SECOND ADDITION OF OUTLOTS TO THE CITY OF DECATUR AND ALL OF LOTS 1 THRU 9 IN COUNTY CLERKS

EXHIBIT 1

SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART OF LOTS 1 AND 3 CONVEYED FOR RIGHT OF WAY; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE SOUTHWEST CORNER OF BLOCK 13 IN HILL'S SECONDS ADDITION OF OUTLOTS, THENCE NORTH 01 DEGREES 42 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF HILL STREET A DISTANCE OF 362.16 FEET TO THE SOUTH RIGHT OF WAY LINE OF GRAND AVENUE AS CONVEYED TO THE STATE OF ILLINOIS, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 237.53 FEET TO AN IRON PIN, THENCE SOUTH 50 DEGREES 49 MINUTES 48 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 53.76 FEET TO AN IRON PIN ON THE WEST LINE OF OAKLAND AVENUE AS CONVEYED TO THE STATE OF ILLIOIS, THENCE SOUTH 16 DEGREES 07 MINUTES 54 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 29.41 FEET TO AN IRON PIPE, THENCE SOUTH 01 DEGREES 41 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 92.62 FEET TO AN IRON PIPE, THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY LINE OF OAKLAND AVENUE, THENCE SOUTH 01 DEGREES 41 MINUTES 07 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 207.23 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF LOT 9 IN COUNTY CLERKS SUBDIVISION, THENCE SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF WEST LEAFLAND AVENUE A DISTANCE OF 290.40 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.382 ACRES, MORE OR LESS, ALL IN THE CITY OF DECATUR, COUNTY OF MACON, STATE OF ILLINOIS.

BASIS OF BEARINGS ASSUMED SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF LEAFLAND AVENUE.

PARCEL 3

THAT PART OF HILL STREET SITUATED IN THE CITY OF DECATUR, COUNTY OF MACON AND STATE OF ILLINOIS BOUNDED ON THE SOUTH BY WEST LEAFLAND AVENUE AND ON THE NORTH BY SBI ROUTE 48 AND GRAND AVENUE

Exhibit 1 Project Site

Decatur Development
C Store Separated Option
6-7-12 JAV

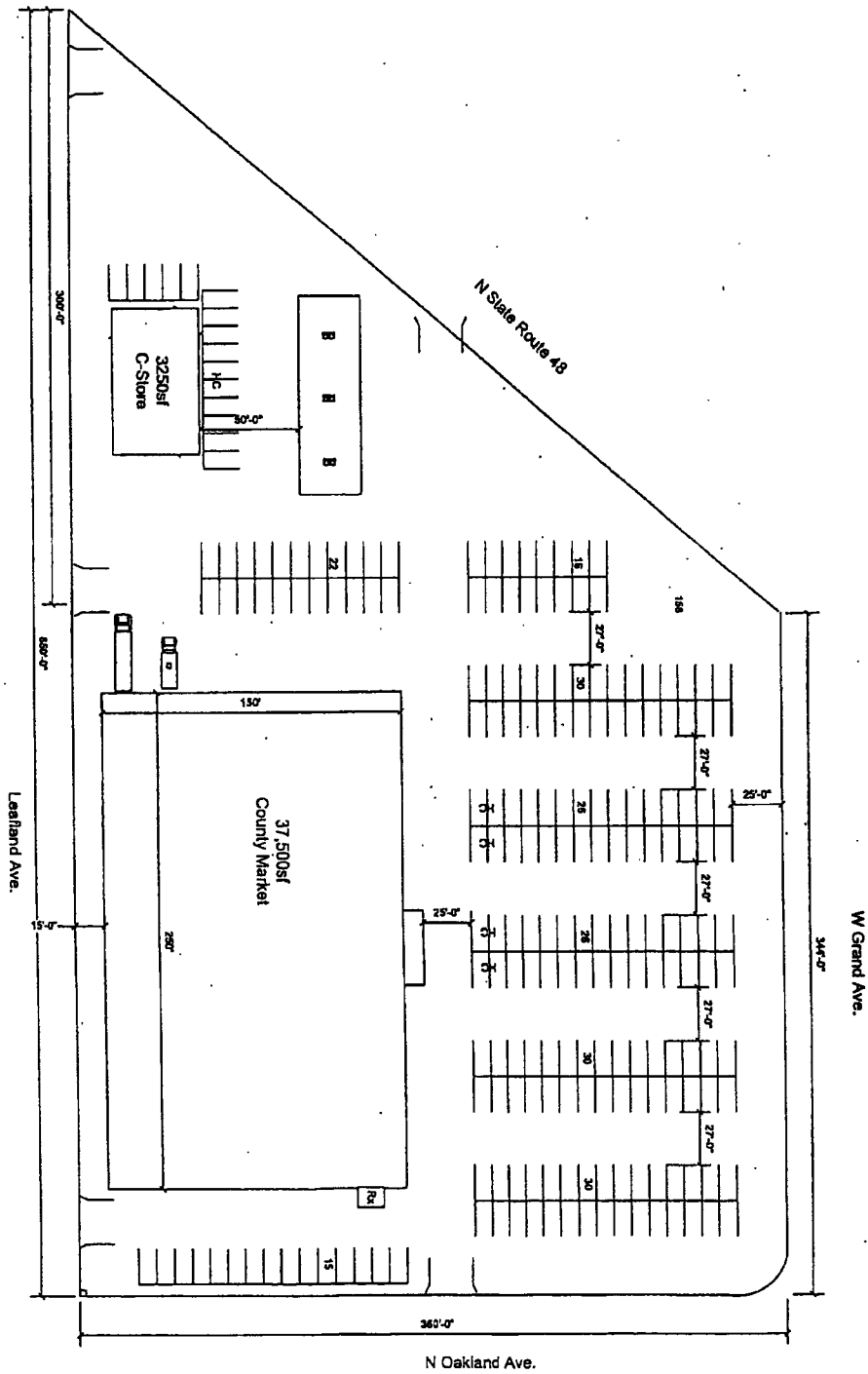


EXHIBIT 2**Project Costs**

Land Acquisition	\$1,485,000
Demolition	\$500,000
Site Prep/A&E	\$1,644,000
Water Detention/Sanitary Sewer/	\$120,000
IDOT Requirements	\$725,000
Job Training	\$30,000
Total:	\$4,504,000
Construction Costs	\$4,050,000
Equipment Costs	\$2,566,000
Total Project Cost:	\$11,120,000

EXHIBIT 3

Tax Increment Eligible Project Costs

1. Property Acquisition
2. Site Preparation
3. Demolition of Buildings, Structures and Site Improvements
4. Public Utilities
5. Environmental Remediation
6. Relocation Costs
7. Professional Costs Related to the Above

1867077

Prepared By:

Jack B. Teplitz
Jack B. Teplitz & Associates
331 Fulton St., Ste. 525
Peoria, Illinois 61602

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur 62523



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4351 Page: 542

Receipt #: 60518
Pages Recorded: 5

Recording Fee: \$41.00
Authorized By: Mary A. Eaton

Date Recorded: 1/27/2014 10:45:33 AM



DECLARATION OF COVENANTS, USES AND RESTRICTIONS

Niemann Holdings, LLC, an Illinois limited liability company (the "Declarant"), is the owner of certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site").

The Declarant has entered into the City of Decatur/Grand Avenue TIF Redevelopment Agreement (the "Agreement") dated as of May 6, 2013, with the City of Decatur (the "City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site, which Project will further the development of the City of Decatur, Illinois Grand Avenue TIF Tax Increment Redevelopment Plan adopted by the City May 6, 2013 (the "Plan"). The Plan was recorded with the Macon County Recorder on May 15, 2013 as Document No. 1854520. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement; and for the purpose of enhancing and protecting the purposes of the Plan as aforementioned, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement and the terms, covenants, building and use restrictions, and conditions in the Plan.

2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part thereof.

3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Decatur. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Decatur fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

GENERAL PROVISIONS

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until the earlier of (i) termination of the Plan or (ii) December 31, 2037; and the covenants provided in Sections 2 and 4 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

5. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event and without regard to technical classification or designation as legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 above, the City, the State of Illinois, and the United States of America.

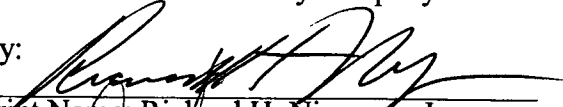
6. Failure by the City or as the case may be, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

7. Invalidity of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

8. Covenants and restrictions of this Declaration may be amended by the Declarant only by duly recording an instrument, executed and acknowledged by the City.

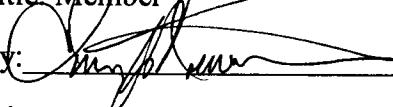
Executed at Decatur, Illinois, on the date first above written.

NIEMANN HOLDINGS, LLC
an Illinois limited liability company

By: 

Print Name: Richard H. Niemann, Jr.

Title: Member

By: 

Print Name: Christopher J. Niemann

Title: Member

By: 

Print Name: Richard H. Niemann, Sr.

Title: Member

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Richard H. Niemann, Sr., Richard H. Niemann, Jr., and Christopher J. Niemann, personally known to me to be the members of Niemann Holdings, LLC, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such members, and as the free and voluntary act of said company, for the uses and purposes therein set forth; and on his respective oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 29th day of August, 2013.



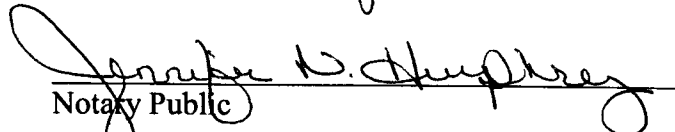

Notary Public

EXHIBIT A**Project Site****Perimeter legal****PARCEL 1**

ALL OF LOTS 10, 11, AND 12 AND THAT PART OF LOTS 5, 6, 7, 8, 9, 13, 14, 15 AND 16 IN BLOCK 1 OF HILL'S SECOND ADDITION OF OUTLOTS TO THE CITY OF DECATUR, ILLINOIS LYING SOUTH AND EAST OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 48, SECTION 130 R; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE SOUTHEAST CORNER OF THE AFOREMENTIONED BLOCK 1, THENCE SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF WEST LEAFLAND AVENUE A DISTANCE OF 271.68 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF BLOCK 1, THENCE NORTH 01 DEGREES 29 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF UNIVERSITY AVENUE A DISTANCE OF 24.48 FEET TO AN IRON PIN ON THE SOUTHEAST RIGHT OF WAY LINE OF S.B.I. ROUTE 48, THENCE NORTH 44 DEGREES 03 MINUTES 02 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 154.25 FEET TO AN IRON PIPE THENCE NORTH 39 DEGREES 42 MINUTES 59 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 52.16 FEET TO A CHISELED X IN CONCRETE; THENCE NORTH 43 DEGREES 28 MINUTES 19 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 203.70 FEET TO AN IRON PIN ON THE WEST LINE OF HILL STREET, THENCE SOUTH 01 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 323.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.082 ACRES, MORE OR LESS.

ALL IN THE CITY OF DECATUR, COUNTY OF MACON, STATE OF ILLINOIS.

BASIS OF BEARING IS ASSUMED SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF LEAFLAND AVENUE.

PARCEL 2

ALL OF LOTS 1 AND 2 IN BLOCK 13 IN HILL'S SECOND ADDITION OF OUTLOTS TO THE CITY OF DECATUR AND ALL OF LOTS 1 THRU 9 IN COUNTY CLERKS SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART OF LOTS 1 AND 3 CONVEYED FOR RIGHT OF WAY; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE SOUTHWEST CORNER OF BLOCK 13 IN HILL'S SECOND ADDITION OF OUTLOTS, THENCE NORTH 01 DEGREES 42 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF HILL STREET A DISTANCE OF 362.16 FEET TO THE SOUTH RIGHT OF WAY LINE OF GRAND AVENUE AS CONVEYED TO THE STATE OF

ILLINOIS, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 237.53 FEET TO AN IRON PIN, THENCE SOUTH 50 DEGREES 49 MINUTES 48 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 53.76 FEET TO AN IRON PIN ON THE WEST LINE OF OAKLAND AVENUE AS CONVEYED TO THE STATE OF ILLIOIS, THENCE SOUTH 16 DEGREES 07 MINUTES 54 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 29.41 FEET TO AN IRON PIPE, THENCE SOUTH 01 DEGREES 41 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 92.62 FEET TO AN IRON PIPE, THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY LINE OF OAKLAND AVENUE, THENCE SOUTH 01 DEGREES 41 MINUTES 07 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 207.23 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF LOT 9 IN COUNTY CLERKS SUBDIVISION, THENCE SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF WEST LEAFLAND AVENUE A DISTANCE OF 290.40 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.382 ACRES, MORE OR LESS, ALL IN THE CITY OF DECATUR, COUNTY OF MACON, STATE OF ILLINOIS.

BASIS OF BEARINGS ASSUMED SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF LEAFLAND AVENUE.

PARCEL 3

THAT PART OF HILL STREET SITUATED IN THE CITY OF DECATUR, COUNTY OF MACON AND STATE OF ILLINOIS BOUNDED ON THE SOUTH BY WEST LEAFLAND AVENUE AND ON THE NORTH BY SBI ROUTE 48 AND GRAND AVENUE.

1867078



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4351 Page: 547

Receipt #: 60518
Pages Recorded: 4

Authorized By Wendy Q. Eaton
Recording Fee: \$40.00

Date Recorded: 1/27/2014 10:45:34 AM



Prepared By:

Jack B. Teplitz
Jack B. Teplitz & Associates
331 Fulton St., Ste. 525
Peoria, Illinois 61602

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur 62523

MEMORANDUM OF AGREEMENT

Niemann Holdings, LLC, an Illinois limited liability company (the "Redeveloper") and the City of Decatur (the "City") have entered into a City of Decatur/Grand Avenue TIF Redevelopment Agreement dated as of May 6, 2013 (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: September 5, 2013

CITY OF DECATUR
an Illinois municipal corporation

By:

[Signature]
Its City Manager

Attest:

By:

[Signature]
Its City Clerk

NIEMANN HOLDINGS, LLC,
An Illinois limited liability company

By:

[Signature]
Print Name: Richard H. Niemann, Jr.
Title: Member

By:

[Signature]
Print Name: Christopher J. Niemann
Title: Member

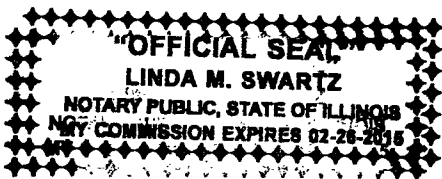
By:

[Signature]
Print Name: Richard H. Niemann, Sr.
Title: Member

STATE OF ILLINOIS)
) SS
 COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Ryan P. McCrady, personally known to me to be the City Manager and City Clerk, respectively, of the City of Decatur, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 5 day of September, 2013.

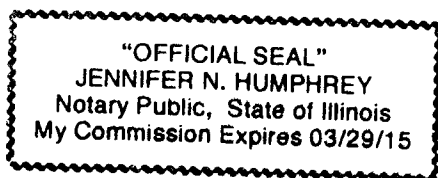


Linda M. Swartz
 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF ADAMS)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Richard H. Niemann, Sr., Richard H. Niemann, Jr., and Christopher J. Niemann, personally known to me to be the members of Niemann Holdings, LLC, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members Richard H. Niemann, Sr., Richard H. Niemann, Jr., and Christopher J. Niemann, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such members and as the free and voluntary act of said company for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 29th day of August, 2013.



Jennifer N. Humphrey
 Notary Public

EXHIBIT A**Project Site**

Perimeter legal

PARCEL 1

ALL OF LOTS 10, 11, AND 12 AND THAT PART OF LOTS 5, 6, 7, 8, 9, 13, 14, 15 AND 16 IN BLOCK 1 OF HILL'S SECOND ADDITION OF OUTLOTS TO THE CITY OF DECATUR, ILLINOIS LYING SOUTH AND EAST OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 48, SECTION 130 R; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE SOUTHEAST CORNER OF THE AFOREMENTIONED BLOCK 1, THENCE SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF WEST LEAFLAND AVENUE A DISTANCE OF 271.68 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF BLOCK 1, THENCE NORTH 01 DEGREES 29 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF UNIVERSITY AVENUE A DISTANCE OF 24.48 FEET TO AN IRON PIN ON THE SOUTHEAST RIGHT OF WAY LINE OF S.B.I. ROUTE 48, THENCE NORTH 44 DEGREES 03 MINUTES 02 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 154.25 FEET TO AN IRON PIPE THENCE NORTH 39 DEGREES 42 MINUTES 59 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 52.16 FEET TO A CHISELED X IN CONCRETE; THENCE NORTH 43 DEGREES 28 MINUTES 19 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 203.70 FEET TO AN IRON PIN ON THE WEST LINE OF HILL STREET, THENCE SOUTH 01 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 323.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.082 ACRES, MORE OR LESS.

ALL IN THE CITY OF DECATUR, COUNTY OF MACON, STATE OF ILLINOIS.

BASIS OF BEARING IS ASSUMED SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF LEAFLAND A VENUE.

PARCEL 2

ALL OF LOTS 1 AND 2 IN BLOCK 13 IN HILL'S SECOND ADDITION OF OUTLOTS TO THE CITY OF DECATUR AND ALL OF LOTS 1 THRU 9 IN COUNTY CLERKS SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART OF LOTS 1 AND 3 CONVEYED FOR RIGHT OF WAY; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE SOUTHWEST CORNER OF BLOCK 13 IN HILL'S SECONDS ADDITION OF OUTLOTS, THENCE NORTH 01 DEGREES 42 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF HILL STREET A DISTANCE OF 362.16 FEET TO THE SOUTH RIGHT OF WAY LINE OF GRAND AVENUE AS CONVEYED TO THE STATE OF

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BASIS OF BEARINGS ASSUMED SOUTH 89 DEGREES 59 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF LEAFLAND AVENUE.

PARCEL 3

THAT PART OF HILL STREET SITUATED IN THE CITY OF DECATUR, COUNTY OF MACON AND STATE OF ILLINOIS BOUNDED ON THE SOUTH BY WEST LEAFLAND AVENUE AND ON THE NORTH BY SBI ROUTE 48 AND GRAND AVENUE.

1869831



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4362 Page: 136

Receipt #: 61778
Pages Recorded: 45

Recording Fee: \$81.00
Authorized By: Mary A. Eaton

Date Recorded: 4/9/2014 9:59:44 AM

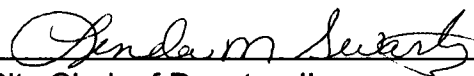


STATE OF ILLINOIS)
COUNTY OF MACON)SS.
CITY OF DECATUR)

I, LINDA M. SWARTZ, City Clerk of the City of Decatur, Illinois, duly authorized keeper of the official records of the City, do hereby certify that the attached is a true photocopy of the Vacation of Street Right-of-Way on file with the City of Decatur, Illinois.

I DO FURTHER CERTIFY that the original of which the foregoing is a true and correct copy is entrusted to me as Clerk of said City for my safekeeping and that I am the lawful keeper and custodian of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 8th day of April, 2014.



City Clerk of Decatur, IL

SEAL

**VACATION OF STREET
RIGHT-OF-WAY**

Mail Tax Bill To:

Niemann Holdings, LLC
Attn: Richard Niemann, Jr.
1501 N. 12st Street
P. O. Box C-847
Quincy, IL 62306-2847

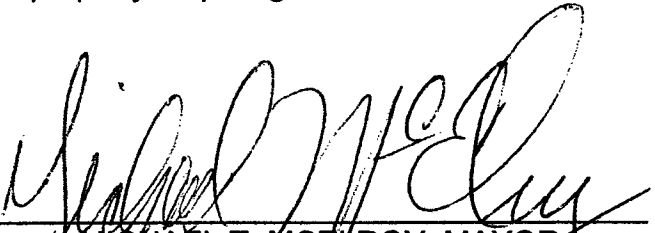
WHEREAS, after legal notice and public hearing, on May 6, 2013, the City Council of the City of Decatur adopted Resolution No. R2013-42 authorizing a Redevelopment Agreement between the City and Niemann Holdings, LLC, a copy of said Resolution and Agreement is attached hereto; and,

WHEREAS, pursuant to said Redevelopment Agreement the City of Decatur agreed to vacate the 1200 block of North Hill Avenue; and,

NOW THEREFORE, the City of Decatur, Illinois, a municipal corporation, does hereby vacate the 1200 block of North Hill Avenue and title to said street is hereby vested in Niemann Holdings, LLC. Said vacated street is legally described as:

That portion of North Hill Avenue, bounded on the North by the South Right of Way line of West Grand Avenue and the South Right of Way line of S.B.I. Route 48 and on the South by the North Right of Way line of West Lealand Avenue, City of Decatur, County of Macon, State of Illinois. Said right of way vacation consists of 20,566 square feet, more or less.

The permanent index number of the property acquiring title to said street vacated hereby is 04-12-09-430-001.


MICHAEL T. MCELROY, MAYOR

ATTEST:


City Clerk

STATE OF ILLINOIS)
COUNTY OF MACON)

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Michael T. McElroy and Linda M. Swartz, personally known to me to be the same persons who signed the above and foregoing instrument and personally known to me to be the Mayor and City Clerk respectively, of the City of Decatur, Illinois, appeared before me this day in person and acknowledged that they were duly authorized to sign said instrument on behalf of said City of Decatur, and that as said officers they did so sign, seal, attest and deliver the same as the free and voluntary act of said City of Decatur, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of April, 2014.


Notary Public



1873553



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4377 Page: 272

Receipt #: 63481
Pages Recorded: 3

Recording Fee: \$40.00
Authorized By: Mary A. Eaton

Date Recorded: 7/2/2014 10:28:22 AM



VACATION OF UTILITY EASEMENT

DOCUMENT NO.

WHEREAS, after legal notice and public hearing, on May 6, 2013, the City Council of the City of Decatur adopted Resolution No. R2013-42 authorizing a Redevelopment Agreement between the City and Niemann Holdings, LLC.

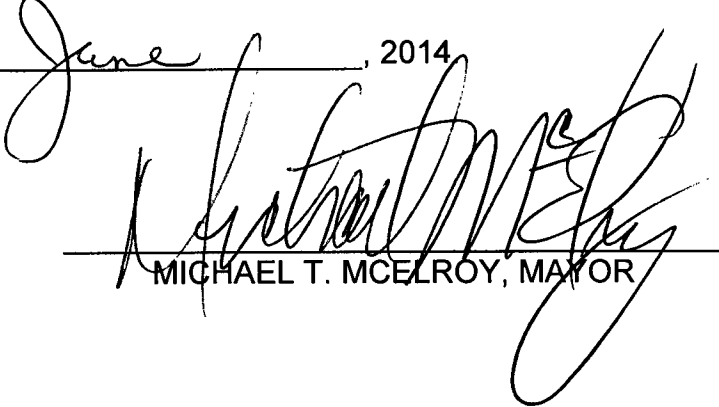
NOW THEREFORE, the City of Decatur, Illinois, a municipal corporation, does hereby vacate the utility easement described as follows:

A fifteen (15) foot wide easement for drainage and public utilities over, across and through Lot One (1) of County Market Addition as per Plat recorded in Book 5000, Page 196 of the records in the Recorder's Office of Macon County, Illinois, the centerline of said fifteen (15) foot wide easement described as follows:

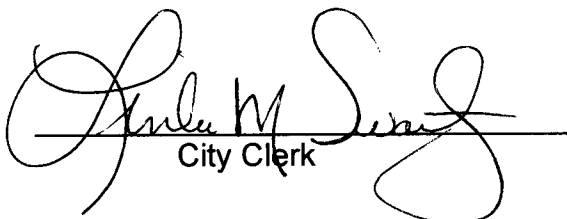
Commencing at the Southwest corner of said Lot One (1) of County Market Addition; thence N88°25'25"E along the South line of said Lot One (1) of County Market Addition, also being the North right of way line of West Leafland Avenue, 289.18 feet to the point of beginning; thence N01°34'35"W, 201.44 feet; thence N88°25'25"E, 34.26 feet; thence North 00°06'32"E, 151.28 feet to a point on the North line of said Lot One (1) of County Market Addition.

The permanent index number of the property acquiring title to said utility easement vacated hereby is 04-12-09-430-012.

DATED this 30 day of June, 2014

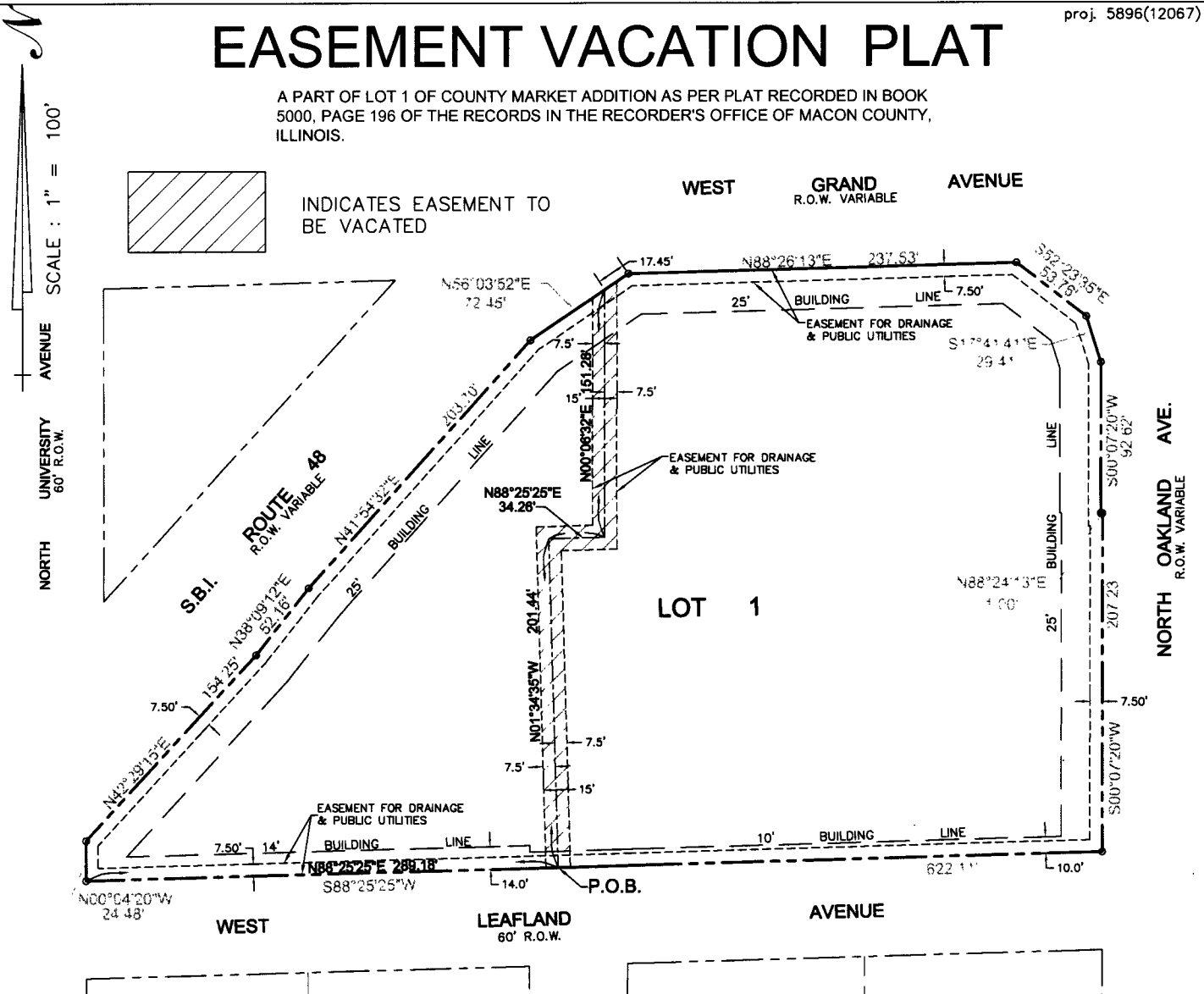

MICHAEL T. MCELROY, MAYOR

ATTEST:


City Clerk

EASEMENT VACATION PLAT

A PART OF LOT 1 OF COUNTY MARKET ADDITION AS PER PLAT RECORDED IN BOOK 5000, PAGE 196 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.



LEGAL DESCRIPTION

A FIFTEEN (15) FOOT WIDE EASEMENT FOR DRAINAGE AND PUBLIC UTILITIES OVER, ACROSS AND THROUGH LOT 1 OF COUNTY MARKET ADDITION AS PER PLAT RECORDED IN BOOK 5000, PAGE 196 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THE CENTERLINE OF SAID FIFTEEN (15) FOOT WIDE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF COUNTY MARKET ADDITION; THENCE N88°25'25"E ALONG THE SOUTH LINE OF SAID LOT 1 OF COUNTY MARKET ADDITION, ALSO BEING THE NORTH RIGHT OF WAY LINE OF WEST LEAFLAND AVENUE, 289.18 FEET TO THE POINT OF BEGINNING; THENCE N01°34'35"W, 201.44 FEET; THENCE N88°25'25"E, 34.26 FEET; THENCE N00°06'32"E, 151.28 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF COUNTY MARKET ADDITION.

ORDINANCE No. _____

Date _____

All dimensions shown hereon are dimensions of record. The vacation plat has been prepared from data in public records and legal description provided by the petitioner.



DEPARTMENT OF ENGINEERING
AND INFRASTRUCTURE

**CHASTAIN
& ASSOCIATES LLC**

CONSULTING ENGINEERS

DECATUR
CHICAGO
ROCKFORD

(217) 422-8544
(773) 714-0050
(815) 489-0050

184-001397

PHILLIP W. COCHRAN, P.E., P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR, No. 2458

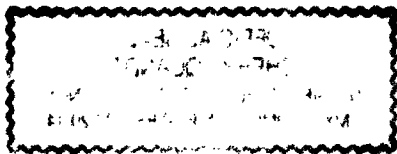
STATE OF ILLINOIS)
COUNTY OF MACON)

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Michael T. McElroy and Linda M. Swartz, personally known to me to be the same persons who signed the above and foregoing instrument and personally known to me to be the Mayor and City Clerk respectively, of the City of Decatur, Illinois, appeared before me this day in person and acknowledged that they were duly authorized to sign said instrument on behalf of said City of Decatur, and that as said officers they did so sign, seal, attest and deliver the same as the free and voluntary act of said City of Decatur, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of June, 2014.

Cheryl Quandt
Notary Public





1873554



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4377 Page: 275

Receipt #: 63481
Pages Recorded: 6

Recording Fee: \$42.00
Authorized By Mary A. Eaton

Date Recorded: 7/2/2014 10:28:23 AM



NON-EXCLUSIVE EASEMENT

This Agreement is entered into by NIEMANN HOLDING DECATUR, LLC, an Illinois limited liability company ("Niemann"), as grantor, and the CITY OF DECATUR, Illinois, an Illinois municipal corporation (the "City"), as grantee, this 12th day of June, 2014.

WHEREAS, Niemann is the owner of that certain tract of land legally described on Exhibit A, attached hereto and made a part hereof (the "Niemann Tract"); and

WHEREAS, the City desires to receive from Niemann and Niemann is willing to provide to the City a non-exclusive easement below a certain portion of the Niemann Tract, as legally described and depicted on Exhibit B, attached hereto and made a part hereof (the "Easement Plat") to construct, install, use, operate, repair, maintain, remove and/or replace sanitary sewer or storm sewer lines and drainage (the "Sewer Lines").

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the parties hereby grant, covenant and agree as follows:

1. Grant of Easement. Niemann grants to the City a non-exclusive perpetual easement for the construction, installation, use, operation, repair, maintenance, removal and/or replacement of Sewer Lines below the Easement Plat, together with all rights reasonably implied by and incidental to the exercise of the rights herein granted, including the reasonable right of ingress and egress to and over the Easement Plat and temporarily over the Niemann Tract, for all purposes herein stated.

2. Maintenance, Repair, Etc. The City agrees to construct and maintain the Sewer Lines in good order, condition and repair (including, without limitation, making necessary repairs, replacements and renewals) in accordance with good commercial practices and all applicable laws, and shall be solely responsible for all construction, maintenance, repair and replacement of the Sewer Lines. Niemann may construct or place any structure or building, whether temporary or permanent within the Easement Plat as long as any such structure or building does not

or permanent within the Easement Plat as long as any such structure or building does not interfere with the use or operation of the Sewer Lines. Notwithstanding anything herein to the contrary, in the event Niemann constructs or installs any landscaping, entrances, exits, driveway, light pole, and/or parking lot on the surface of the Easement Plat, the City acknowledges these improvements shall not interfere with the City's easement rights herein. In the event such improvements are damaged by the City or its designee in connection with this Agreement, the City shall restore said improvements at its expense.

3. No Public Dedication. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Niemann Tract to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

4. Indemnification. Niemann shall indemnify and hold harmless the City, its city council members and employees, from and against any and all claims, liability, damages and costs including, but not limited to, reasonable attorneys' fees and costs of suit, in connection with personal injuries, death, and/or property damage resulting from: (a) the acts and/or omissions of Niemann, its employees and/or agents, and/or (b) failure of Niemann to comply with the terms and conditions of this Agreement. The City shall indemnify and hold harmless Niemann, its shareholders, directors, officers and employees, from and against any and all claims, liability, damages and costs including, but not limited to, reasonable attorneys' fees and costs of suit, in connection with personal injuries, death, and/or property damage resulting from: (a) the acts and/or omissions of the City, its employees and/or agents, and/or (b) failure of the City to comply with the terms and conditions of this Agreement.

5. General Provisions. This Agreement shall inure to the benefit of and bind the parties hereto, their heirs, legal representatives, successors and assigns. The easements, restrictions and covenants herein shall be easements, restrictions and covenants running with the land. In the event either party breaches the terms and conditions hereof, the non-breaching party shall be entitled to all remedies, at law and/or in equity, including but not limited to injunctive relief and damages, along with the non-breaching party's reasonable attorneys' fees and costs of suit. No termination or modification of this Agreement shall be effective until an agreement signed by the parties hereto is recorded in the Office of the Recorder of Deeds of Macon County, Illinois. In the event any portion of the terms of this Agreement is held to be void or unenforceable by any court, the remaining portions of this Agreement shall remain in full force and effect. This Agreement shall be construed and enforced under the laws of the State of Illinois. The provisions in the recital paragraphs set out above are hereby incorporated herein and made a part hereof.

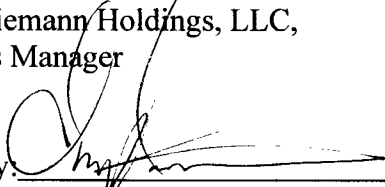
6. Non-Exclusive Easement. The City acknowledges that the easement granted herein and related rights are non-exclusive in that Niemann shall continue to have access to the Easement Plat for any and all purposes and may grant similar easements to third parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

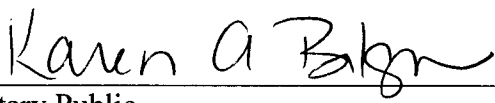
NIEMANN HOLDINGS DECATUR, LLC,
an Illinois limited liability company

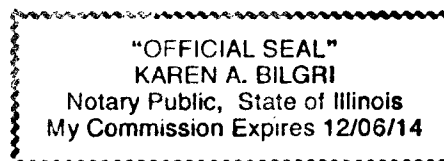
By: Niemann Holdings, LLC,
its Manager

By: 
Christopher J. Niemann,
Authorized Member

STATE OF ILLINOIS)
COUNTY OF Adams) SS:

The foregoing instrument was acknowledged before me this 12th day of June, 2014 by Christopher J. Niemann, the Authorized Member of Niemann Holdings, LLC, the manager of Niemann Holdings Decatur, LLC, an Illinois limited liability company, on behalf of said limited liability companies.


Notary Public



ATTEST:

By

Lind M. Swartz
 Its City Clerk

CITY OF DECATUR,
an Illinois municipal corporation

By

Michael T. McElroy
 Its Mayer

State of Illinois)

SS.

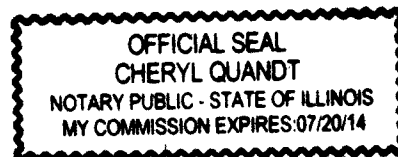
County of Macon)

I, Cheryl Quandt, a Notary Public, in and for said County, do hereby certify that before me this day in person appeared Michael T. McElroy and Lind M. Swartz personally known to me to be the Mayer and City Clerk of the City of Decatur, an Illinois municipal corporation, and acknowledged that they signed and delivered the foregoing instrument in their capacity herein set forth, pursuant to authority given by the City Council of the City of Decatur, Illinois, as the free and voluntary act of said City, and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of June, 2014.

Cheryl Quandt
 Notary Public

Prepared by and Return to:
 Natalie L. Oswald
 Schmiedeskamp, Robertson,
 Neu & Mitchell
 525 Jersey Street
 P.O. Box 1069
 Quincy, IL 62306
 Telephone: 217-223-3030



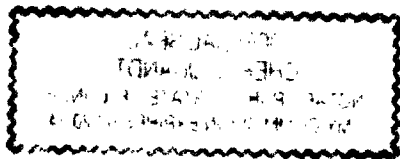


EXHIBIT A
NIEMANN TRACT

Lot One (1) of County Market Addition, as per Plat recorded in Book 5000, page 196 as Document No. 1869832 of the Records in the Recorder's Office of Macon County, Illinois. Situated in the City of Decatur, Macon County, Illinois.

EASEMENT PLAT

EXHIBIT B

A PART OF LOT 1 OF COUNTY MARKET ADDITION AS PER PLAT RECORDED IN BOOK 5000, PAGE 196 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

SCALE: 1" = 100'

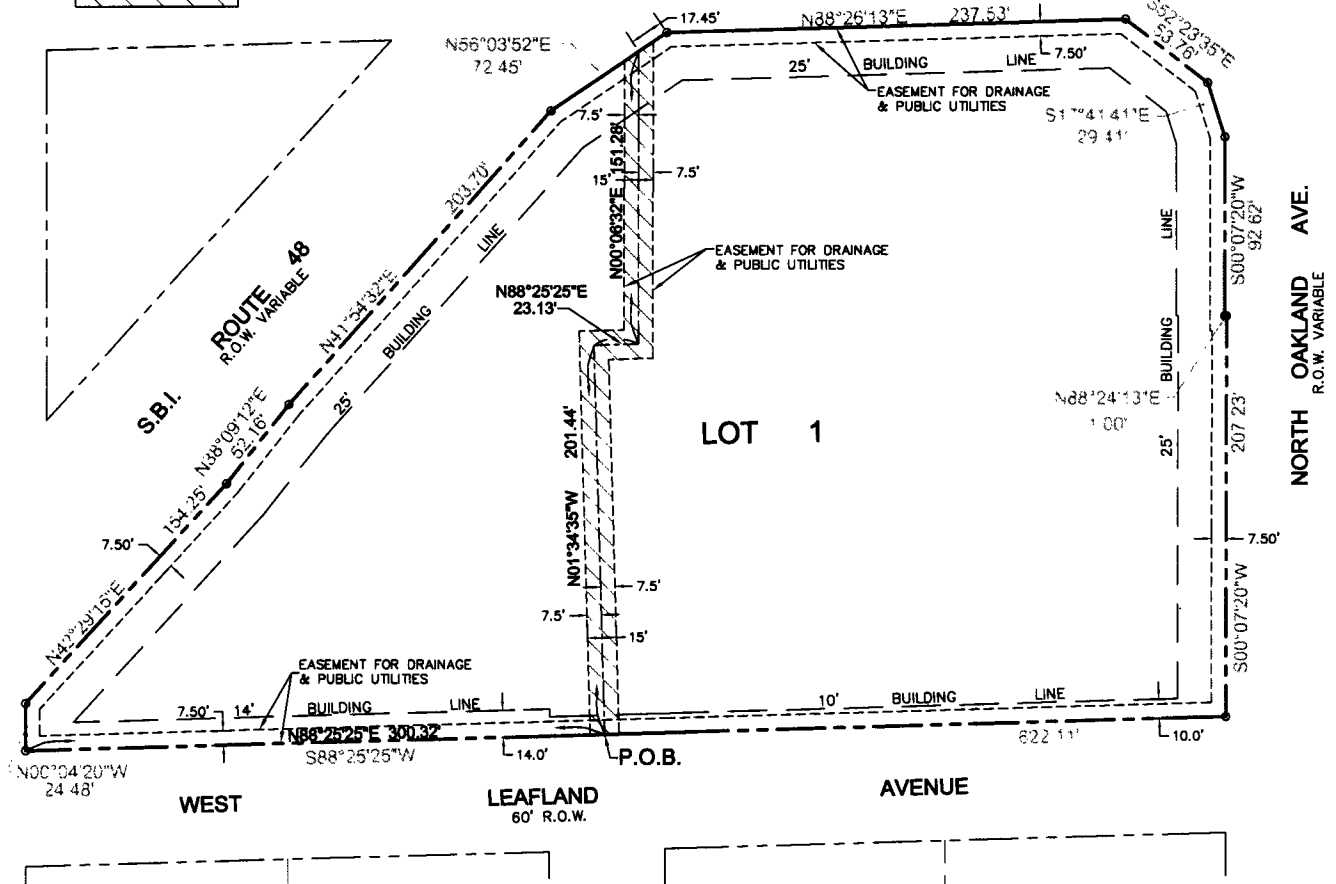
UNIVERSITY AVENUE
60' R.O.W.

NORTH



INDICATES EASEMENT TO BE DEDICATED

WEST GRAND AVENUE
R.O.W. VARIABLE



LEGAL DESCRIPTION

A FIFTEEN (15) FOOT WIDE EASEMENT FOR DRAINAGE AND PUBLIC UTILITIES OVER, ACROSS AND THROUGH LOT 1 OF COUNTY MARKET ADDITION AS PER PLAT RECORDED IN BOOK 5000, PAGE 196 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THE CENTERLINE OF SAID FIFTEEN (15) FOOT WIDE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF COUNTY MARKET ADDITION; THENCE N88°25'25"E ALONG THE SOUTH LINE OF SAID LOT 1 OF COUNTY MARKET ADDITION, ALSO BEING THE NORTH RIGHT OF WAY LINE OF WEST LEAFLAND AVENUE, 300.32 FEET TO THE POINT OF BEGINNING; THENCE N01°34'35"W, 201.44 FEET; THENCE N88°25'25"E, 23.13 FEET; THENCE N00°06'32"E, 151.28 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF COUNTY MARKET ADDITION.

All dimensions shown hereon are dimensions of record. The easement plat has been prepared from data in public records and legal description provided by the petitioner.



Exp. 11-30-2014

DEPARTMENT OF ENGINEERING
AND INFRASTRUCTURE

**CHASTAIN
& ASSOCIATES LLC**

CONSULTING ENGINEERS

DECATUR
CHICAGO
ROCKFORD

(217) 422-8544
(773) 714-0050
(815) 489-0050

184-001397

PHILLIP W. COCHRAN, P.E., P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR, No. 2458

PROPOSED AMENDMENTS TO CITY OF DECATUR/GRAND AVENUE TIF
REDEVELOPMENT AGREEMENT

WHEREAS, the City anticipates that, in order to achieve the objectives of the Redevelopment Plan, subject to the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, it should provide assistance to the Redeveloper, including the reimbursement of property acquisition costs, in the development of a shopping center containing approximately 38,000 square feet consisting of a grocery store, associated convenience store, no more than one (1) laundry and dry cleaning establishment, no more than one (1) bar or cocktail lounge with video gaming that may be no more than 1,200 square feet, a restaurant with drive thru and other retail and personal service uses located on Exhibit 1 attached hereto and made a part hereof (the "Project")

EXHIBIT 1

Project

A: General Narrative Description of Project – Developer will construct at its expense a new shopping center containing approximately 38,000 square feet consisting of a grocery store, associated convenience Store, no more than one (1) laundry and dry cleaning establishment, no more than one (1) bar or cocktail lounge with video gaming that may be no more than 1,200 square feet, a restaurant with drive thru and other retail and personal service uses. Project shall include all associated public infrastructure improvements and improvements to Leafland Avenue, Oakland Avenue and Illinois Route 48, if required.



Richard H. Niemann, Jr.
Chairman—President – C.E.O.
1501 No. 12th St. P.O. Box C-847
Quincy, IL 62306

7/28/2022

Mr. Greg Crowe
Assistant Director to Planning and Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

Dear Mr. Crowe,

Thank you for the city's willingness to amend the "Decatur/Grand Avenue" TIF Redevelopment Agreement.

Our original spend for the project was eighteen million dollars. That development is now more than 10 years old. A lot has happened in the area and to retail in general.

Population declines in the city and area require reaction from retailers. Kroger left the immediate area when they closed the store located in the Fairview Plaza Shopping Center, which is roughly five blocks from our Grand Avenue stores. We found it necessary to convert our County Market supermarket into a Save-a-Lot supermarket to increase our appeal with our customers in the vicinity. That commitment required an additional three hundred fifty-thousand-dollar investment.

Our convenience store, also a part of the original development, has remained.

When we changed the supermarket format, that move created 17,973 sq. ft. of open space. We operated a limited deli in that space until recently. After losing roughly \$300,000 annually in the stand alone deli, we had to close it and make a change.

The first part of the decision was to shut down the deli to stop the big cash losses. Then, in order to keep the entire campus viable, we had to come up with a plan to profitably fill the space.

Our "Wash 'n Win" investment will be roughly one million dollars. We will also have 1,500 sq. ft., with a drive up available, to lease to most likely a fast food or coffee retailer.

Under difficult population circumstances, we have been willing to stay engaged and respond to the changing needs in the neighborhood with additional investment.

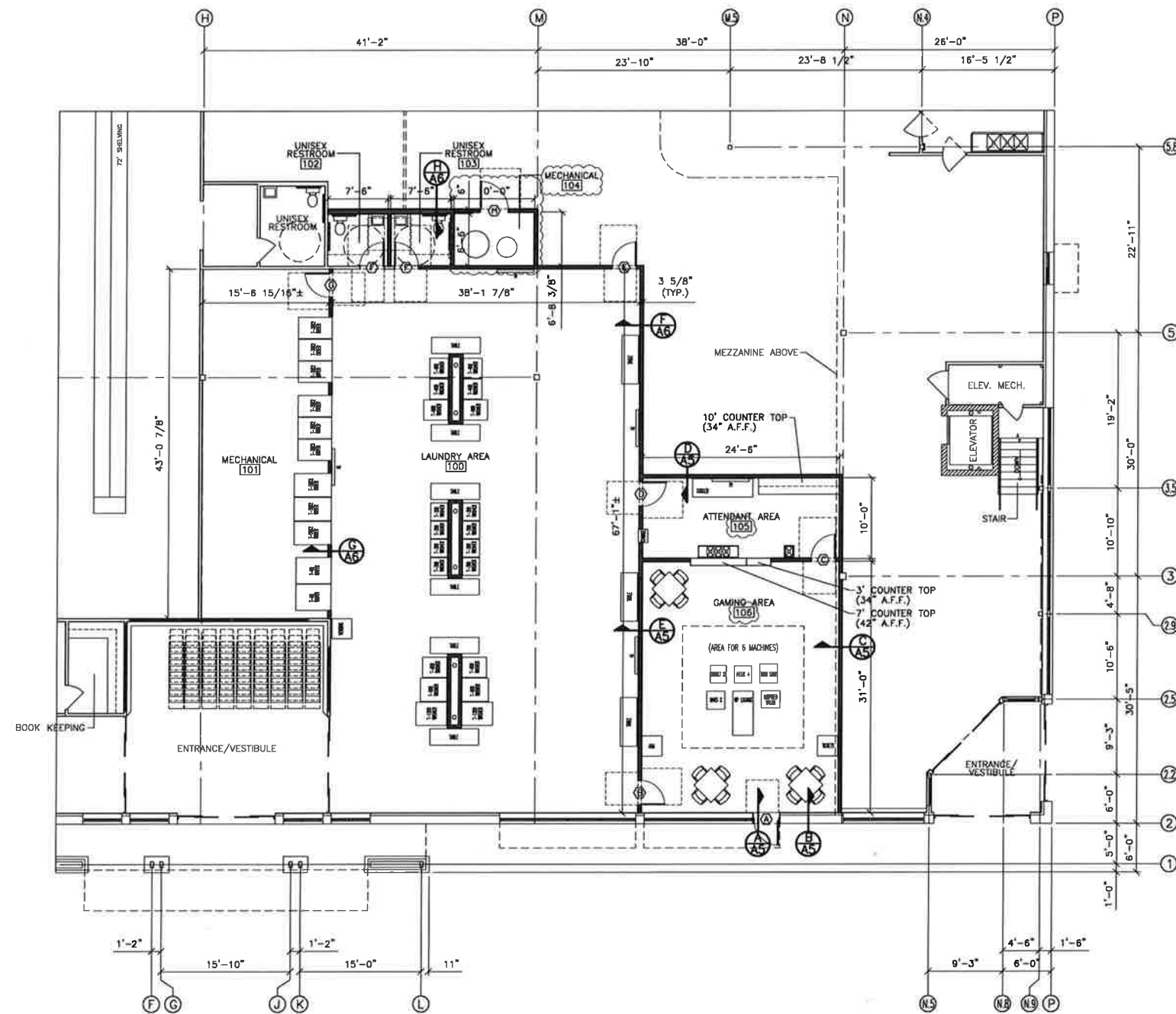
Thank you for your consideration of this amendment to our TIF/redevelopment agreement.

Richard H. Niemann, Jr.

A handwritten signature in blue ink, appearing to read "Richard H. Niemann, Jr.", is written over a horizontal line.

Chairman, President & CEO
Niemann Foods, Inc.





FLOOR PLAN

SCALE: 1/8"=1'-0"



ENLARGED FLOOR PLAN			
WASH AND WIN 1177 WEST GRAND AVENUE DECATUR, ILLINOIS			
 ALLEN ENGINEERING CORPORATION 3848 EAST FULTON AVENUE (217) 428-0588 DECATUR, ILLINOIS 62521 FAX (217) 428-0844			
DESIGNED BY: TDW	CHECKED BY: DPA	PROJECT NO: 4400	DRAWING NO: A3
DATE: 6-1-22	DATE: 6-1-22	DATE: 6-1-22	DATE: 6-1-22

2	REVISION	6-10-22
1	FOR PERMIT	6-1-22

Police Department

DATE: 8/1/2022

MEMO: 22-29

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Scot Wrighton, City Manager
Shane G. Brandel, Chief of Police

SUBJECT:

The purpose of this memorandum is to request the expenditure of funds to CDS Office Technologies for the purchase of upgraded Panasonic/i-Pro Body-Worn cameras and equipment for the Police Department, and for upgrading the Police Department's digital evidence system to a new unified digital evidence platform.

SUMMARY RECOMMENDATION:

It is recommended that the council approve the expenditure \$130,075.00 to purchase upgraded body worn cameras and equipment, and to upgrade the digital evidence system. The total cost breaks down to \$118,690.00 for the BWCs and equipment, and \$11,385.00 for the digital evidence upgrade.

BACKGROUND:

The City of Decatur Police Department first purchased Panasonic Mark3 body worn cameras in 2020. At the time, Panasonic had already developed and was testing a newer version of a body worn camera, the BWC4000. Panasonic offered a trade in program to agencies that purchased their Mark3 cameras during a specified time frame, whereas the Mark3 cameras were eligible for a future free upgrade to the BWC4000 once the new camera was fully developed and deployed. The City purchased 122 Mark3 BWCs during the eligible trade-in time frame. The City later purchased 26 additional Mark3 BWCs that fell outside of the eligible time frame.

Panasonic has provided a quote to upgrade 122 Mark3 BWCs for no cost, as well provided a discounted cost to upgrade the additional 26 Mark3 BWCs. The quote also includes costs for associated parts, such as spare batteries, charging bays and BWC docks. The quote also includes

costs for additional 3-year licensing for the cameras; an expense the City would incur regardless of this upgrade.

For many years, the Police Department has used a Panasonic evidence system to store digital files. Panasonic has a new, upgraded UDE (unified digital evidence) platform. The included quotes include the cost to upgrade the current evidence system to the newer, windows-based platform.

PRIOR COUNCIL ACTION: The Council first approved the purchase of body worn cameras in 2020.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Shane G. Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov
Bradley D. Allen, Deputy Chief of Police, 424-2740, ballen@decaturil.gov

ATTACHMENTS:

Description	Type
Council memo	Cover Memo
Staff Report	Backup Material
Resolution	Resolution Letter
CDS Invoice BWC upgrade	Exhibit
CDS Invoice UDE upgrade	Exhibit

DATE: 8/24/22

MEMO: 22-29

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Scot Wrighton, City Manager
Shane G. Brandel, Chief of Police

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to CDS Office Technologies for the purchase of upgraded Panasonic/i-Pro Body-Worn cameras and equipment for the Police Department, and for upgrading the Police Department's digital evidence system to a new unified digital evidence platform.

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the council approve the expenditure \$132,285.00 to purchase upgraded body worn cameras and equipment, and to upgrade the digital evidence system. The total cost breaks down to \$120,900.00 for the BWCs and equipment, and \$11,385.00 for the digital evidence upgrade.

BACKGROUND: The City of Decatur Police Department first purchased Panasonic Mark3 body worn cameras in 2020. At the time, Panasonic had already developed and were testing a newer version of a body worn camera, the BWC4000. Panasonic offered a trade in program to agencies that purchased their Mark3 cameras during a specified time frame, whereas the Mark3 cameras were eligible for a future free upgrade to the BWC4000 once the new camera was fully developed and deployed. The City purchased 122 Mark3 BWCs during the eligible trade-in time frame. The City later purchased 26 additional Mark3 BWCs that fell outside of the eligible time frame.

Panasonic has provided a quote through CDS Office Technologies to upgrade 122 Mark3 BWCs to the new BWC4000 at no cost, as well provided a quote to upgrade the additional 26 Mark3 BWCs to the newer camera. The quote also includes costs for associated parts, such as spare batteries, charging bays and BWC docks. The quote also includes costs for additional 3-year licensing for the cameras; an expense the City would incur regardless of this upgrade.

For many years, the Police Department has used a Panasonic evidence system to store digital files. Panasonic has released a new, upgraded UDE (unified digital evidence) platform. The included quotes include the cost to upgrade the current evidence system to the newer, windows-based platform.

PRIOR COUNCIL ACTION: The Council first approved the purchase of body worn cameras in 2020.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: Shane G. Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov and Bradley D. Allen, Deputy Chief of Police, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS: The cost for this purchase has been considered for payment with ARP funds or other available grant funding. Any excess amount would be paid by the General Fund.

ATTACHMENTS: CDS Office Technologies invoices

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Deputy Chief Brad Allen
Subject: Council Resolution – BWC upgrade and UDE upgrade for DPD

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution payment to CDS Office Technologies for upgrading BWCs and the Unified Digital Evidence platform for the police department.

BACKGROUND:

In 2020, the City of Decatur first purchased Panasonic Mark3 body worn cameras for the police department. At the time, Panasonic had already developed and were testing a newer version of a body worn camera, the BWC4000. Panasonic offered a trade in program to agencies that purchased their Mark3 cameras during a specified time frame, whereas the Mark3 cameras were eligible for a future free upgrade to the BWC4000 once the new camera was fully developed and deployed. The City purchased 122 Mark3 BWCs during the eligible trade-in time frame. The City later purchased 26 additional Mark3 BWCs that fell outside of the eligible time frame.

Panasonic has provided a quote through CDS Office Technologies to upgrade 122 Mark3 BWCs to the new BWC4000 at no cost, as well provided a quote to upgrade the additional 26 Mark3 BWCs to the new camera. The quote also includes costs for associated parts, such as spare batteries, charging bays and BWC docks. The quote also includes costs for additional 3-year licensing for the cameras; an expense the City would incur regardless of this upgrade.

For many years, the Police Department has used a Panasonic evidence system to store digital files. Panasonic has released a new, upgraded UDE (unified digital evidence) platform. The included quotes include the cost to upgrade the current evidence system to the newer, windows-based platform.

EXHIBITS:

Exhibit A: CDS invoices/quotes

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING PAYMENT TO CDS OFFICE TECHNOLOGIES FOR
THE PURCHASE OF UPGRADED BODY WORN CAMERAS AND EQUIPMENT FOR
THE DECATUR POLICE DEPARTMENT, AND FOR UPGRADING THE POLICE
DEPARTMENT'S DIGITAL EVIDENCE SYSTEM TO A NEW UNIFIED DIGITAL
EVIDENCE PLATFORM**

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

Section 1. That the invoices presented to the City Council herewith from CDS Office Technologies for the purchase of new Panasonic/i-Pro body worn cameras and equipment, and an upgrade to the i-Pro Unified Digital Evidence platform for the Decatur Police Department be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to CDS Office Technologies in an amount not to exceed \$132,285.00 for the purchase.

PRESENTED, PASSED, APPROVED and RECORDED this 6th day of September
2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)

Date

Aug 09, 2022 08:44 AM CDT

Modified Date

Aug 22, 2022 05:32 PM CDT

Quote #

496003 - rev 1 of 1

Description

148 x WV-BWC4000 *trade-in applied*

SalesRep

Gottlieb, Mark
 (P) 630-625-4519
 (F) 630-305-9876

Customer Contact

Allen, Brad
 (P) 217-424-2721
 ballen@decaturil.gov

Customer

Decatur Police
 Department (27871)
 Allen, Brad
 707 W South Side Dr
 Decatur, IL 62521
 United States
 (P) 217-424-2711

Bill To

Decatur Police Department
 Payable, Accounts
 #1 Gary K Anderson Plaza
 Decatur, IL 62523
 United States
 (P) 217-450-2228
 (F) 217-450-2284
 accountspayable@decaturil.gov

Ship To

Decatur Police Department
 Allen, Brad
 707 W South Side Dr
 Decatur, IL 62521
 United States
 (P) 217-424-2721
 ballen@decaturil.gov

Customer PO:	Terms: Undefined	Ship Via: UPS Ground
Special Instructions: DROP SHIP		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
Panasonic iPRO Arbitrator BWC4000 - free trade in					
1	i-PRO BWC4000 Camera with KlickFast mounting stud and battery	WV-BWC4000	122	\$0.00	\$0.00
Panasonic iPRO Arbitrator BWC4000 - with additional customer loyalty discount (Regular price \$770)					
2	i-PRO BWC4000 Camera with KlickFast mounting stud and battery	WV-BWC4000	26	\$760.00	\$19,760.00
BWC Licensing (Regular price \$375)					
3	I-PRO BWC UDE On-Premise Device License For 3 Years, Incl. Device Management, Live Streaming And Redaction. Service Entitlements: Bwc Initial Configuration, 24x7 Help Desk, Software Maintenance And Support	IPS-BWC- UDE-OP3	148	\$360.00	\$53,280.00
Note: - licensing begins at BWC4000 deployment start date					
BWC4000 Spare Quick Release Batteries (Regular price \$185)					
4	Panasonic iPRO - BWC4000 Quick Release Battery	ARB-BWC4- BATTERY	32	\$175.00	\$5,600.00
5	BWC4000 Battery Chargers (Regular price \$690) Panasonic iPRO - BWC4000 8 Bay Charger with 100W AC Adapter	WV- BWC40C8- CHARGE	4	\$655.00	\$2,620.00
6	BWC4000 Camera Docks & Chargers Panasonic iPRO - BWC4000 8 Bay Dock with 100W AC Adapter	WV- BWC40D8- CHARGE	19	\$1,530.00	\$29,070.00
7	Desktop Docks Panasonic iPRO - BWC4000 Single Dock w/mount clip, ethernet cable & 65W AC Adapter	WV- BWC40D1A- CHARGE	2	\$285.00	\$570.00

#	Description	Part #	Qty	Unit Price	Total
8	BWC4000 - Vehicle Docks Panasonic iPRO - BWC4000 Single Dock w/mount clip, ethernet cable & 12V DC Wiring Harness	WV- BWC40D1A- WIRE	40	\$250.00	\$10,000.00

Subtotal:	\$120,900.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$120,900.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)

Date

Aug 23, 2022 11:11 AM CDT

Modified Date

Aug 23, 2022 11:12 AM CDT

Quote

494740 - rev 1 of 1

Description

UDE Upgrade & Migration Services

SalesRep

Gottlieb, Mark
 (P) 630-625-4519
 (F) 630-305-9876

Customer Contact

Allen, Brad
 (P) 217-424-2721
 ballen@decaturil.gov

Customer

Decatur Police
 Department (27871)
 Allen, Brad
 707 W South Side Dr
 Decatur, IL 62521
 United States
 (P) 217-424-2711

Bill To

Decatur Police Department
 Payable, Accounts
 #1 Gary K Anderson Plaza
 Decatur, IL 62523
 United States
 (P) 217-450-2228
 (F) 217-450-2284
 accountspayable@decaturil.gov

Ship To

Decatur Police Department
 Allen, Brad
 707 W South Side Dr
 Decatur, IL 62521
 United States
 (P) 217-424-2721
 ballen@decaturil.gov

Customer PO:	Terms: Net 30	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
Implementation Services					
1	CDS Office Technologies - IT Services UDE Upgrade Assistance, Body Worn Camera Configuration, Network Configuration and Testing	ZBLOCKCNET	1	\$4,500.00	\$4,500.00
2	i-PRO Consulting/Implementation Services - Single Day UDE & IDguard Redaction Implementation	IPS-CONSUL-1D	3	\$2,295.00	\$6,885.00

Subtotal: \$11,385.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
Total: \$11,385.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

Police Department

DATE: 8/26/2022

MEMO: 22-47

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Multi-Jurisdictional Street Crimes Task Force

SUMMARY RECOMMENDATION: It is the recommendation of the staff that the resolution authorizing the agreement for a multi-jurisdictional Street Crimes Task Force be approved.

BACKGROUND: See Staff Report.

STAFF REFERENCE: Shane Brandel, Chief of Police, 217-424-2745,
sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
IG Agreement	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
From: Scot Wrighton, City Manager
Shane Brandel, Chief of Police
Subject: DPD-MSO Street Crimes Agreement

BRIEFING ITEM

RECOMMENDED ACTION:

It would be the recommendation of staff that the council approve the intergovernmental agreement between with the County of Macon to formalize the Street Crimes Task Force.

BACKGROUND:

The Decatur Police Department (DPD) and the Macon County Sheriff's Office (MSO) have worked closely with each other performing law enforcement duties for several years. In 2015, a formal arrangement was made between DPD and MSO for the joint cooperation of the two agencies to combat drug crimes throughout Macon County. This was known as the Narcotics Task Force. MSO has assigned at least one detective to the DPD Street Crimes Unit during this time, and DPD Street Crimes Detectives have been deputized so that their enforcement authority will extend into all of Macon County.

In recent years, due to the changing nature of law enforcement work, DPD and MSO have expanded their investigative cooperation into other areas of criminal activity. As such, both agencies have sought to update the original agreement to rename the group the Street Crimes Task Force, as well as update other outdated aspects of the agreement. This arrangement takes into account the wide array of criminal activity where both agencies can benefit from each other, through equipment, manpower, knowledge and experience.

The Intergovernmental Agreement being presented outlines the nature of the Task Force, its formation, operational control, as well as seized funds/asset distribution. This agreement will enhance the abilities of both agencies to combat criminal activity in Decatur and Macon County.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF MACON AND THE CITY OF DECATUR
FOR A MULTI-JURISDICTIONAL STREET CRIMES TASK FORCE**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the County of Macon regarding a multi-jurisdictional Street Crimes Task Force be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Intergovernmental Agreement between the City of Decatur and County of Macon.

PRESENTED, PASSED, APPROVED, AND RECORDED this 6th day of September
2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR
A MULTI-JURISDICTIONAL STREET CRIMES TASK FORCE
PURSUANT TO 5 ILCS 220/1, ET SEQ.**

This Agreement is made this _____ day of _____, 2022, between the **County of Macon, Illinois (“County”)**, and the **City of Decatur, Illinois (“City”)**, both being units of local government as defined in the Illinois Constitution of 1970, (collectively, “the Parties”) duly authorized by law and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., in consideration of the undertakings in this contract of each party to the other, enter into the following agreement:

RECITALS

Whereas, the Parties desire to work cooperatively with one another in the enforcement of the laws of the State of Illinois and the United States of America; and

Whereas, the Parties have determined that their respective law enforcement capabilities and resources available to confront and counter illegal drug activities and the other criminal offenses in Macon County, Illinois, would be significantly enhanced by the interagency cooperation provided for in this Agreement.

Now, therefore, by reason of the advantages accruing to the Parties to this Agreement and the residents of the City of Decatur and of Macon County, Illinois, the Parties hereby enter into this Agreement.

PURPOSE

The purpose of this Agreement is to create a multi-jurisdictional authority to be known as the Decatur-Macon County Street Crimes Task Force (hereinafter “Street Crimes Task Force”). The Street Crimes Task Force will direct its primary enforcement efforts in the following areas:

1. Covert and overt investigations concerning individuals engaged in illicit criminal activities in the Street Crimes Task Force area with specific emphasis on drug related activities;
 - a. The Street Crimes Task Force area is defined as all areas within the geographical limits of Macon County, Illinois. It is understood that some investigations will transcend the County of Macon and involve additional law enforcement agencies.
2. Development of prosecutions and forfeiture proceedings against individuals and property involved in drug related activities;
3. Dissemination of intelligence to the appropriate federal, state, and local law enforcement agencies;
4. Cooperation with existing federal, state, and local task forces which promote and develop investigations and prosecutions of cases against criminal activities.

PARTNERS

The Parties understand and agree that the Macon County Sheriff and Macon County State's Attorney are independent elected officials with internal control over their employees and as such, are not subject to control by the County. To that end, the Sheriff and State's Attorney are necessary partners to this Agreement, although neither official is a "public agency" as defined by the Intergovernmental Cooperation Act.

COSTS

The Parties understand that personnel appointed to the Street Crimes Task Force remain employees of their respective components of government. The Parties will supply necessary equipment items and will compensate their employees for personnel services rendered in support of the Street Crimes Task Force operations.

DUTIES

1. Duties of the Macon County Sheriff's Office

- a. The Sheriff of Macon County will give full deputy powers to Decatur police officers designated by the Chief of the Decatur Police Department (hereafter "Deputized Officers") for the purpose of conducting illegal drug and street crime investigations outside the boundaries of the City of Decatur, but within the boundaries of Macon County.
- b. When Deputized Officers are operating as part of the Street Crimes Task Force outside the boundaries of the City of Decatur, but within the boundaries of Macon County, the Sheriff of Macon County, or his designee, will possess full supervisory authority over the Deputized Officers.
- c. A designated deputy sheriff (hereafter "Designee") will be assigned to the Sheriff's Office's Investigations Division. The primary duty of the Designee will be investigative acts related to the street crimes investigations. The Designee will work in conjunction with the Decatur Police Street Crimes Unit in street crimes related investigations and other criminal investigations within the City of Decatur.
- d. The Designee, while assigned to the Decatur Police Street Crimes Unit and while operating with the City of Decatur, will be required to abide by all Decatur Police Department policies that govern pursuits.
- e. The Sheriff of Macon County shall provide other facilities and support as may be deemed appropriate for a given investigation.

2. Duties of the Decatur Police Department

- a. The supervisor within the Decatur Police Street Crimes Unit will act as a functional supervisor over Designee while Designee is working in conjunction with the DPD.
- b. This supervisor, or their designee, will keep a monthly record of all street crime seizures and will distribute this record to all involved agencies on a monthly basis. The supervisor, or their designee, will facilitate and track the asset seizure / forfeiture process for all Street Crimes Task Force seizures.
- c. The Decatur Police Department shall provide other facilities and support as may be deemed appropriate for a given investigation.

3. Duties of the Macon County State's Attorney

- a. The Macon County State's Attorney shall provide a full-time prosecutor to provide legal assistance and prosecutorial support during all phases of investigation and prosecution of the Street Crimes Task Force cases under the direction and supervision of the Macon County State's Attorney.
- b. The Macon County State's Attorney shall provide appropriate clerical support for these activities.
- c. The Macon County State's Attorney shall provide other facilities and support as may be deemed appropriate for a given investigation.

4. General Duties in Acting Pursuant to this Agreement

- a. The Macon County Sheriff's Office may assist the Decatur Police Department with criminal investigation in the City's jurisdiction and deputized officers will assist the Sheriff's Office with criminal investigation in the jurisdiction of County outside the City's boundaries.
- b. That other operational procedures, including, but not limited to, report writing, use of confidential sources and advance funds, and case procedures within a given agency shall be the responsibility of and officers/deputies shall follow the procedures normally associated with the agency that is considered the original or lead agency on the specific case.

STREET CRIMES TASK FORCE BOARD

The Decatur Police Department, the Macon County Sheriff's Office, and the Macon County State's Attorney's Office shall maintain a Street Crimes Task Force Board to discuss and implement policies and procedures for the Decatur-Macon County Street Crimes Task Force. Such Board shall consist of the Sheriff of Macon County, the Decatur Police Department Chief of Police and the State's Attorney of Macon County, or their designees.

DISTRIBUTION OF SEIZED AND FORFEITED ASSETS

In all cases, the distribution of seized and forfeited assets shall follow all applicable statutory mandates.

Where State law allows for a sharing of forfeited funds between the law enforcement agencies (which, for the purposes of this Agreement, does not include the Macon County State's Attorney's Office) involved on a prorated basis, all forfeited moneys and/or sale proceeds that are a result of a Decatur Police Street Crimes Unit investigation shall be distributed in the following manner:

1. 100% to the Decatur Police Department if no Macon County Sheriff's Office Designee participates directly in the investigation;
2. 95% to the Decatur Police Department and 5% to the Macon County Sheriff's Office when the MCSO designee has direct involvement in the investigation.
3. In the event that the Macon County Sheriff's Office assigns two or more designees to the Decatur Police Street Crimes Unit pursuant to this Agreement, 90% of all forfeited seizures resulting from a Decatur Police Street Crimes Unit investigation shall be distributed to the Decatur Police Department and 10% to the Macon County Sheriff's Office when one or more of the MCSO designees has direct involvement in the investigation.

Where State law allows for a sharing of forfeited funds between the law enforcement agencies involved on a prorated basis, all forfeited seizures that are a result of a Macon County Sheriff's Office designee investigation shall be distributed in the following manner. 50% to the Macon County Sheriff's Office and 50% to the Decatur Police Department.

The Parties understand that the sharing of proceeds set forth above shall not apply to any amounts required by law to be distributed to the Macon County State's Attorney.

INDEMNITY

To the extent permitted by the laws of the State of Illinois, the County shall indemnify the City and hold it harmless from any claims, losses, damages, injuries and liabilities arising from any act, omission or decision made by the Sheriff's Designee while acting as a law enforcement officer pursuant to the terms of this Agreement.

To the extent permitted by the laws of the State of Illinois, the City shall indemnify the County and hold it harmless from any claims, losses, damages, injuries and liabilities arising from any act, omission or decision made by any Deputized Officers while acting as law enforcement officers pursuant to the terms of this Agreement.

Notwithstanding the above, no party shall be responsible for punitive damages assessed against its employees or agents or for its employees or agents or for its employees' or agents' criminal conduct. Nothing herein shall be deemed as a waiver of immunity or any other defense available to any of the parties.

To the extent permitted by the laws of the State of Illinois, each party shall be solely responsible for maintaining workers compensation coverage on their employees; and further, each party shall be solely responsible for any and all workers compensation awards entered as a result of any employee acting on behalf of their employer herein.

TERM OF AGREEMENT; TERMINATION

This Agreement shall commence on the date set forth in the preamble above and shall continue in force in perpetuity unless and until it is terminated as set forth below.

At any time during the term of this Agreement, any party shall have the privilege, with or without cause, to terminate this Agreement; however, such termination will not become effective until ninety (90) days after the terminating party provides the non-terminating party with written notice of such termination.

The Parties understand and agree that any forfeited moneys or proceeds of sales that result from a Street Crimes Task Force seizure that occurred during the term of this Agreement, or any extension thereof, shall remain subject to the distribution provisions of this Agreement after any termination, no matter when such moneys or proceeds of sales are received from the Department of State Police. This provision shall survive the termination of this Agreement.

INSTRUMENT AS ENTIRE AGREEMENT MODIFICATION

This instrument contains the entire agreement between the Parties, and no statement, promises or inducements made by any party or agent of any party that are not contained in this written contract shall be valid or binding.

Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if placed in writing and signed by an authorized representative of each party.

EFFECT OF PARTIAL INVALIDITY OF AGREEMENT

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all parties subsequent to the expungement of the invalid provision.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

FOR THE COUNTY OF MACON

R. Greenfield, Chair
Macon County Board

Date _____ Kevin

ATTEST

Josh Tanner, County Clerk

FOR THE CITY OF DECATUR

Julie Moore Wolfe, Mayor

Date _____

ATTEST

Kim Althoff, City Clerk

FOR THE MACON COUNTY SHERIFF

Jim Root
Sheriff of Macon County, Illinois

Date _____

FOR THE MACON COUNTY STATE'S ATTORNEY

Scott A. Rueter
State's Attorney of Macon County, Illinois

Date _____

Police Department

DATE: 8/23/2022

MEMO: 22-39

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Council Resolution for STEP Grant Approval

SUMMARY RECOMMENDATION:

Approve by resolution the acceptance of the 2022-2023 STEP Grant award to the Decatur Police Department from the Illinois Department of Transportation.

BACKGROUND: See Staff Report

PRIOR COUNCIL ACTION: On October 18, 2021, the Council passed a resolution accepting the 2021-2022 STEP grant funds.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Shane Brandel, 217-424-4745, sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
Notice of Award	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Shane Brandel, Chief of Police
Subject: Council Resolution for STEP Grant Approval

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the acceptance of the 2022-2023 STEP Grant award to the Decatur Police Department from the Illinois Department of Transportation.

BACKGROUND:

For several years, the Decatur Police Department has applied for, and received funds for the STEP (Sustained Traffic Enforcement Program) grant issued by the Illinois Department of Transportation. The grant reimburses the City of Decatur for personnel expenses incurred for designated enforcement of select traffic laws.

The STEP grant focuses on high visibility enforcement on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries on some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and additional enforcement options. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues. The goal of the grant is to increase highly-visible enforcement of traffic safety laws in Illinois.

The 2022-2023 Step grant awarded to the Decatur Police Department focuses on impaired driving, speed enforcement, and distracted driving. The grant amount awarded to the Decatur Police Department for the 2022-2023 campaign is \$90,520.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING ACCEPTING THE STEP GRANT AWARDED TO
THE DECATUR POLICE DEPARTMENT BY THE ILLINOIS DEPARTMENT OF
TRANSPORTATION**

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

Section 1. That the STEP grant awarded to the Decatur Police Department by the Illinois Department of Transportation for the 2022-2023 funding year, in the amount of \$90,520, that is to be used for enforcement of specific traffic laws presented to the Council herewith is hereby received, placed on file, and approved.

PRESENTED, PASSED, APPROVED, AND RECORDED this 6th day of September,
2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Department Of Transportation Department/Organization Unit: BSPE
State Award ID Number (SAIN)	343-35485
State Program Description	A state may use these grant funds only for highway safety purposes. Encourage States to address national priorities for reducing highway deaths and injuries through occupant protection programs, state traffic safety information system improvements, impaired driving countermeasures, passage of effective laws to reduce distracted driving, implementation of motorcyclist safety programs, racial profiling data, and the implementation of graduated driving licensing laws.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Adam Gabany Phone: 217-785-1582 Email: Adam.Gabany@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: City of Decatur, Illinois Address: 1 Gary K Anderson Plaza, Decatur, IL 62523 Phone: Email:
Grantee Identification	GATA: 671827 UEI: HCL3MP6L8XV5 FEIN: 376001308
Period of Performance	Start Date: 10/1/2022 End Date: 9/30/2023

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
NHTSA 402	494-10-0343	20.600	\$90,520.00
TOTAL			\$90,520.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0% Base: Waive Period: 1/1/2022-12/31/2022
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	
Program-Specific Term(s)	402- reduce driver behavior and reduce deaths and injuries from motor vehicle-related crashes; 405b- occupant protection; 405c traffic records and information system improvements; 405d- impaired driving countermeasures; 405f- motorcyclist safety; 405h- bicycle and pedestrian safety; 1906 racial profiling funds; and any other funds received for behavior-related issues. Local agency grants run on the Federal Fiscal Year (10/01-09/30). State Agency grants run on the State Fiscal year (07/01-06/30). Grantees must submit the BoBS 2832 a minimum of four (quarterly) times per year. Some grantees may be required to submit the BoBS 2832 monthly. The final award will determine the reporting specifications. Depending on the funding source of the grant, agencies will also have to complete additional submissions including, but not limited to, BSPE 500, BSPE 205, BSPE 07, etc. All specific reporting documents shall be listed in the grant agreement. Additional stipulations may be stated in Part III- The Project-Specific Terms in the grant agreement. State universities shall utilize the 10% off-campus/ 20% on-campus indirect cost rates as stated in the memo circulated in early 2020 from the IDOT Chief Financial Officer.

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE****The nature of the additional requirements****GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The reason why the additional requirements are being imposed**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed**GATA Conditions:**

None

Agency Explanation:

None

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW****The nature of the additional requirements****Agency Adjustments / Explanation:**

None identified.

The reason why the additional requirements are being imposed**Agency Adjustments / Explanation:**

None identified.

The nature of the action needed to remove the additional requirement, if applicable**Agency Adjustments / Explanation:**

None identified.

The time allowed for completing the actions, if applicable**Agency Adjustments / Explanation:**

None identified.

The method for requesting reconsideration of the additional requirements imposed**Agency Explanation:**

None identified.

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC****The nature of the additional requirements****Agency Adjustments / Explanation:**

The Grantee shall adhere to requirements set forth by the Grantor to ensure compliance due to the programmatic risk level.

The reason why the additional requirements are being imposed**Agency Adjustments / Explanation:**

Quality of management systems and ability to meet the management standards: Medium to high risk increases the likelihood of issues with program delivery resulting in lower levels of program outcome and/or disallowed costs.

The nature of the action needed to remove the additional requirement, if applicable**Agency Adjustments / Explanation:**

Quality of management systems and ability to meet the management standards: Entity must provide evidence that inadequate management system has been remedied.

The time allowed for completing the actions, if applicable**Agency Adjustments / Explanation:**

Agency re-examines in six (6) months.

The method for requesting reconsideration of the additional requirements imposed**Agency Explanation:**

The Grantee may request consideration by emailing DOT.TSgrants@illinois.gov.

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution

Police Department

DATE: 9/1/2022

MEMO: 22-36

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: The purpose of this memo is to request the City Council to authorize the City Manager to execute modifications to the existing collective bargaining agreement between the Decatur Police Benevolent and Protective Association Labor Committee and the City of Decatur.

SUMMARY RECOMMENDATION: It is the recommendation of the staff that the agenda item be approved.

BACKGROUND: On September 7, 2021, The City Council authorized the City Manager to execute a collective bargaining agreement with the PBPA-LC. This agreement covered the January 1, 2020 through December 31, 2023. Due to recent retention and recruiting struggles within the Decatur Police Department, city staff began discussions with the PBPA-LC on possible changes to the collective bargaining agreement that could help with these concerns. From these conversations, the city staff and the PBPA-LC came to a tentative agreement, subject to approval of both parties, for modifications to the current collective bargaining agreement, which included a one year extension. The new proposed expiration date will be December 31, 2024, instead of December 31, 2023. The proposed changes have been endorsed by a lop-sided margin by members of the police union.

PRIOR COUNCIL ACTION: R2021-164

STAFF REFERENCE: Scot Wrighton, 217-424-2801, wrighton@decaturil.gov; Shane Brandel, 217-424-2745, sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter

PBPA Contract

Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
From: Scot Wrighton, City Manager
Shane Brandel, Chief of Police
Subject: Council Resolution Authorizing Modifications to the PBPA Collective Bargaining Agreement

BRIEFING ITEM

RECOMMENDED ACTION:

Approve proposed modifications to the collective bargaining agreement between the City and the Decatur Police Benevolent & Protective Association Labor Committee (PBPA-LC), the Union representing most Decatur police officers. The proposed modifications were ratified by a vote of the Union membership in August 2022.

BACKGROUND:

The current collective bargaining agreement (CBA) between the City and the PBPA-LC was ratified and approved by the Union in August 2021 and by the City Council in September 2021. The current CBA has an expiration date of December 31, 2023.

Like many other police departments across the country, the Decatur Police Department is experiencing staffing shortages. Staffing shortages have an impact on operations, officer morale, and the overall effectiveness of the department. DPD's staff shortages are the result of officers retiring from the profession sooner than expected, officers leaving urban departments for other agencies, and officers leaving the profession altogether. Recruiting new officers is increasingly challenging. The city has instituted a sign-on incentive, added lateral hire language to the CBA making it easier to hire police officers serving other governments, and gone to 12-hour shifts. New hiring has still not been able to keep up with the departures. The Decatur Police Department is grateful for the support of the community and City Council, but the national demonization of police across the country has still taken its toll on recruitment. These staffing issues come at a time when the country is experiencing record levels of violent crime and an overall lack of respect for the rule of law.

Since adoption of the current labor contract almost a year ago, the City and the Union have met regularly to discuss ways to improve retention and recruitment of police officers. These conversations led to both sides discussing additional changes to the collective bargaining agreement that could further aid the recruitment and retention of officers, as well as provide for work conditions more in line with modern practices.

Accordingly, the proposed labor contract revisions are:

1. Length of the CBA. Extends the expiration of the CBA from December 31, 2023, to December 31, 2024.

2. Alter the scheduled 2023 wage increase from 2.25% to 3.25%. In addition, wages increase by 3% in 2024, with an additional 1% of the base pay being deposited into the employees deferred compensation account.
3. Temporarily expands the residency rules for officers from within Macon County to 40 miles from DPD Headquarters. This Macon County residency restriction itself has prohibited DPD from hiring several new officers in the past couple of years. This expansion has a sunset, and will revert back to the corporate limits of Macon County on January 1, 2027.
4. Increases the amount of service from 3 to 5 years that a new lateral officer can bring to DPD to determine starting pay.
5. Provides for a cash deposit equal to 80% of an annual employee-only health insurance premium into the employee's health savings account for years of service starting at 24 completed years. This provision sunsets on December 31, 2026.
6. A new officer's probationary period will be increased from 12 to 18 months of active service, subject to approval by the civil service commission. This provision takes into account the significant amount of time it currently takes to train a new officer.
7. New language will be added to the CBA giving the city much more flexibility to hire civilians to perform law enforcement support functions that do not require the employee to be a sworn police officer.

This agreement is not the product of standard contract negotiations. This proposed revision is off-schedule as the current CBA will not expire for another 16 months. But both the city and the union wanted to amicably resolve all disputes, and work together to address recruitment and retention issues, as well as update the contract to reflect increased inflationary pressures impacting employees in the last year. The city was responsive to the union's concerns about post-retirement healthcare costs, and the union was responsive to the city's concerns about controlling long-term pension and personnel costs by mixing regular salary increases and deferred compensation, and by giving the city more flexibility in managing staffing.

ATTACHMENTS:

Resolution
Staff Report
Updated copy of CBA

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
MODIFICATIONS TO THE COLLECTIVE BARGAINING AGREEMENT
REGARDING PAY, BENEFITS, AND WORK CONDITIONS BETWEEN THE
DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR
COMMITTEE AND THE CITY OF DECATUR**

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

Section 1. That the modifications to the Collective Bargaining Agreement presented to the City Council herewith between the City of Decatur, Illinois and the Decatur Police Benevolent and Protective Association Labor Committee for pay, benefits and working conditions effective January 1, 2020 through December 31, 2024 be, and it is hereby, received, placed on file and approved.

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

PRESENTED, PASSED, APPROVED and RECORDED this 6th day of September
2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Collective Bargaining Agreement

between the

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

and the

CITY OF DECATUR, ILLINOIS

January 1, 2020

through

December 31, 2024

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MEMORANDUM OF UNDERSTANDING

DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE

CITY OF DECATUR, ILLINOIS

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

ARTICLE 1

GENERAL

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

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

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

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

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

ARTICLE 2

PLACE OF RESIDENCE

Section 1. (a) Persons appointed to positions in the classified police service prior to May 1, 2013 shall reside within forty (40) miles of the corporate limits of the City of Decatur. Persons appointed to positions in the classified police service on or after May 1, 2013 shall reside within forty (40) miles of the Decatur Police Department, located at 707 W. South Side Drive, Decatur IL 26521. Persons appointed to positions in the classified police service January 1, 2027 and thereafter shall reside within the corporate limits of Macon County, or within the corporate limits of any municipality extending into Macon County. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period. All non-probationary officers residing outside said residency requirement and employed by the City on April 30, 1997 shall not be required to comply with said residency requirement.

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

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

If, in the opinion of the command officer on duty at the time of the request, the anticipated workload is such that adequate police service cannot be provided with the reduced staffing caused by the employee's inability to report for duty, or if the Department must provide hireback staffing to meet workload requirements, the employee who fails to report to duty will not receive pay for any time away from duty while the workload conditions remain such that the employee's duty status is required.

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

ARTICLE 3

UNION SECURITY

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

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

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

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

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

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

ARTICLE 4

INTERRUPTION OF DUTY

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

ARTICLE 5

HOURS OF DUTY AND OVERTIME

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

First Shift Patrol: 6:00 a.m. to 2:33 p.m. (early cars) and 6:45 a.m. to 3:18 p.m. (late cars)

Second Shift Patrol: 2:00 p.m. to 10:33 p.m. (early cars) and 3:00 p.m. to 11:33 p.m. (late cars)

Third Shift Patrol 9:27 p.m. to 6:00 a.m. (early cars) and 10:27 p.m. to 7:00 a.m. (late cars)

Street Crimes Unit: 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.

Professional Standards: 7:30 a.m. to 3:30 p.m.

The City and the Union mutually desire to consider a new shift arrangement and agree to jointly develop the same prior to its adoption and implementation. Any new schedule adopted shall remain in place for a minimum of twelve months. At the end of this twelve-month period, the City or the Union may elect to return to the duty hours described above. The details of the new shift arrangement shall be as set forth in a Memorandum of Understanding between the City and the Union.

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

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

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

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

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

Section 4. Vacancies on shifts will be filled from a list of officers who request transfer assignments to the shift. Assignments will be made by Department seniority order. The list will be

effective for six months from the date of the first posting of the personnel memorandum. A new list will be established during the six month period only if too few officers have requested transfer on the current list to fill immediate vacancies.

Section 5. Not less than two nor more than ten uniform patrol units may be utilized as "early cars," as outlined in Section 1. Officers may volunteer to be an early car or it will be assigned by inverse seniority.

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

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

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

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

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

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

(e). When an employee is required to attend court commencing at a time other than during his regular shift, said employee shall be paid overtime not less than two hours per day, such overtime to be paid at time and one-half the regular rate of pay of the respective employee for time

actually served in court or when an employee is required to attend court commencing at a time during his regular shift and such attendance extends beyond the end of said shift, such shall be considered the same as being held over beyond normal quitting time as provided in sub-paragraph (d). When an employee is required to attend court one hour or less prior to the time his regularly scheduled shift commences, he will be paid time and one-half for only the actual time served in court prior to commencing his regular shift.

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

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

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

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

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

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

Section 10.

(a). General

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

(b). Special Event Hireback List

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

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

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

(c). Special Operations Hireback:

(1) All officers certified for solo patrol duties shall be eligible for assignment to hireback opportunities.

(2) Hireback opportunities will be made known to all eligible officers and assignments shall be made at the discretion of the operation coordinator(s) and based on the officer's suitability for the specific assignment; suitability shall be determined by the performance of said employee during one or more previous such assignments. After one year without selection for an assignment,

or upon being informed by an operations coordinator that he/she is not suitable for further assignment, an employee may request a conference with the Chief of Police and the union president and seek an explanation. The Chief shall meet with the officer involved and the union president within a reasonable time following such request, but the Chief shall retain complete discretion to resolve the matter in the best interests of the Department and said officer's decision shall not be subject to arbitration.

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

ARTICLE 6

SALARIES AND WAGES

Section 1 (a). The salaries and wages set out in EXHIBIT A for the respective classified positions in the police service represented by the Union shall be effective January 1, 2020.

(b). The salaries and wages set out in EXHIBIT B, for the respective classified positions in the police service represented by the Union shall be effective January 1, 2021.

(c). The salaries and wages set out in EXHIBIT C for the respective classified positions in the police service represented by the Union shall be effective January 1, 2022.

(d). The salaries and wages set out in EXHIBIT I for the respective classified positions in the police service represented by the Union shall be effective January 1, 2023.

(e). The salaries and wages set out in EXHIBIT J for the respective classified positions in the police service represented by the Union shall be effective January 1, 2024.

(1). In addition, beginning in 2024, the City will place in each eligible employee's deferred compensation account on December 1, and on each December 1 thereafter, an amount equal to one percent (1%) of their base salary.

(b). It is understood that employees who have retired after January 1, 2020 and before the effective date of this agreement shall be entitled to retroactive pay at the rates set out in Exhibits A, and B, as applicable.

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

Employees with not less than 5 years but fewer than 10 years -	2%
Employees with not less than 10 years but fewer than 15 years -	4%
Employees with not less than 15 years but fewer than 20 years -	6%
Employees with not less than 20 years but fewer than 25 years -	9%
Employees with not less than 25 years -	12%

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

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

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

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

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

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

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

Section 9. Any officer actively performing the duties of a Field Training Officer shall

receive an amount equal to one hour's pay at time and one half for each day the officer performs the duties of a Field Training Officer (FTO) with a probationary employee, or with a non-probationary employee being retrained at the direction of the Chief of Police in regards to the patrol function, in excess of 5 consecutive work days if detailed documentation of the performance is required. It is understood that the one hour's pay at time and one half is in addition to any overtime pay earned pursuant to other provisions of this contract. No more than one FTO per probationary or non-probationary officer will be eligible to receive FTO training compensation pay during any one work/training shift.

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

Section 11. Officers recruited from other law enforcement agencies may be paid starting wages equivalent to their previous law enforcement experience, but not to exceed that of a DPD Officer with five years on the job. All salary step increases will be based on the combined total of experience awarded at the time of hire, not to exceed 5 years, and the number of current consecutive years of service with the police department. All other benefits allowed under the contract, including longevity pay, will be based on the actual hire date.

Section 12. Officers who recruit a police officer new to the Decatur Police Department shall be entitled to a recruitment bonus of \$1,000 per new officer recruited, upon the recruit successfully completing the probationary period. Consistent with this Section, the City's Human Resources Department will establish criteria to identify who is awarded this bonus.

ARTICLE 7

VACANCIES AND PROMOTIONS

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

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

(b). The City shall make all assignments based on articulable facts related to officer performance, experience in the assignment area, work evaluations and seniority. Such facts shall be articulated to any officer applying for an assignment after the assignment has been made, upon written or verbal request for same. An officer may be accompanied by a Union executive board

member when learning of the facts regarding such assignment, but said Union executive board member may only listen and observe and may not participate in the discussion.

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

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

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

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

(b) Oral Examination

The oral examination shall constitute 25 points of the final grade. The oral examination shall consist of ten (10) questions to be determined by the Chief of Police. All applicants shall be given the same ten questions and all questions will be based on the critical and essential job functions for the position of Police Sergeant. Each question shall have a value of 2.5 points with the total value of the examination to be 25 points. There shall be no partial points awarded. Oral interviews shall be audio and video recorded and shall be conducted and graded prior to the giving of the written examination. The candidates shall be notified of their scores on the oral examination prior to being given the written examination. The City shall provide a copy of the video and audio recordings and the correct answers of the oral exam to the candidate if requested within five (5) business days of the final candidate's oral exam at no expense to the candidate or the Union.

(c). Written Examination

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

The first part shall test English/analytical skills and shall be worth 12.5 points of the overall written exam score. The second part of the exam shall test written communication skills and shall be worth 12.5 points of the overall written exam score. Together, the first two parts of the exam shall constitute 25 points of the overall written exam score, with each part equally weighed.

The third part of the written examination shall test the applicant's knowledge of selected City of Decatur Ordinances and Decatur Police Department Policies and Procedures. This portion of the exam shall consist only of multiple-choice, true/false, and fill in the blank questions. This part of the exam shall constitute 25 points of the overall written exam score.

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

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

(d). Evaluation of Work Record.

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

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

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

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

The employee's performance ratings on each of the above 5 criteria will be assigned values in whole numbers from 1 to 15 for each of his or her three (3) most-recent performance evaluations, with 1 for the lowest "Unsatisfactory" rating on each criterion to 15 for the highest "Outstanding" rating. The average value on each criterion will then be calculated using the employee's three most-recent evaluations. All average values will be rounded to the nearest whole number, where

fractions of .50 or more will be rounded up. The rounded three-year average value for each criterion will then be assigned “points” as follows: no (0) points for an average value of 1 to 9, one (1) point for an average value of 10 to 11, and three (3) points for an average value of 12 to 15. The points earned for the 5 criteria will then be totaled, and this sum, ranging from a minimum of zero (0) to a maximum of fifteen (15) points, shall constitute the employee’s Performance Evaluation score.

Commendations/Reprimands Scoring: Shift reprimands and commendations shall only be considered if issued within the twelve (12) month period ending thirty (30) calendar days prior to the posting of the position. All other commendations and reprimands shall only be considered if issued within the forty-eight (48) month period ending thirty (30) days prior to the posting of the position.

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

(e). Seniority Points

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

(f). Military Credit

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

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

A person taking the promotional examination who qualifies under applicable provisions of the statutes of the State of Illinois for a military preference, in order to receive such preference, shall request in writing that he or she be granted such preference and shall at the same time submit

proof of military service in such form as shall be applicable. The written request for the preference and the proof of military service shall be submitted to Human Resources by the application deadline.

(g). Education Credit

Persons who have earned a university or college degree or completed credit hours at an accredited institution of higher learning such as a university, college or junior college shall receive preference for promotions to positions in the classified service in the same manner as such preference is awarded for military service and in the amounts set out herein:

Associates degree, or sixty (60) college credit hours	2.5 points
Bachelors degree	5.0 points

Five (5.0) points is the maximum total number of points that may be awarded.

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

(h) Eligibility to take the sergeants examination requires that the police officer must have worked seven (7) years as a sworn officer as of the date of the application deadline. Five (5) years must be consecutive years served with the Decatur Police Department immediately preceding the application deadline. Up to two (2) years of previous service as a full time sworn officer with Decatur Police or in another jurisdiction will be counted towards the seven (7) years.

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

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

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

ARTICLE 8

REDUCTION IN PERSONNEL

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

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

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. Upon just cause connected with or reflecting upon the public service, an employee may be administratively disciplined by a shift reprimand, division reprimand, department reprimand or suspension. An employee shall be entitled to comment upon any shift or division reprimand that is placed on record in the officer's file and such reprimand and any comments thereon shall also be forwarded immediately to the Chief if so requested by the employee or a commanding officer.

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

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

Section 4. On an employee's anniversary date, no less than one year after disciplinary action is taken, upon said employee's request the Chief will review said employee's work record.

If the problem or deficiency that was the cause of the disciplinary action has not recurred, the Chief will submit a letter to the personnel file so indicating.

Section 5. An employee receiving a suspension may, upon written notification to the Chief of Police and prior to the commencement of such suspension, elect to use any accumulated vacation, compensatory time or holiday leave for the duration of such suspension. If an employee elects to use accumulated vacation, compensatory time or holiday leave in lieu of suspension without pay, the employee waives his/her right to a hearing before the Civil Service Commission or before an arbitrator pursuant to Article 20.

Section 6. Conduct of Investigations

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

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

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

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

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

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

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

Section 7. Photo Dissemination

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

Section 8. Compulsion of Testimony

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

Section 9. Polygraph

No employee shall be disciplined for refusing to take a polygraph exam and the results of such an exam shall not be admissible as evidence in proceedings before an arbitrator or the Civil Service Commission.

Section 10. Media Information Restrictions

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

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

Section 12. File Inspection

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

Section 13. Use and Destruction of File Material

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

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

Information relating to a traffic accident involving a City vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening traffic accident involving a City vehicle. If

there is a subsequent traffic accident the two year period shall run from the date of the most recent accident and any prior accidents not already removed from the file may be used and/or considered in employment actions. In no event shall any prior incident five (5) or more years old be used or considered in any employment action unless the incident involves a criminal violation that remains within the applicable statute of limitations.

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

ARTICLE 10

VACATIONS

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

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

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

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

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

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

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

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

Section 4. Earned vacation time shall be taken by the employee within 12 months from the date that the same accrues and shall not be accumulated and carried from one 12 month period to the next except in rare cases with the approval of the City Manager or if the employee was requested to delay vacation by such employee's departmental director and the approval of the City

Manager. The employee shall request any vacation carry over at least 30 days prior to his/her anniversary date. In order to secure vacation through seniority rights, employees shall make their vacation requests known between January 1st and April 1st of each calendar year. An employee may request a particular vacation period during this time even if such has not yet accrued provided that such will accrue prior to the time selected. All vacation requests received after April 1st shall be granted in accordance with this agreement on a first come-first serve basis.

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

ARTICLE 11

HOLIDAYS

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

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

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

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

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

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

Thanksgiving Day

Christmas Day

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

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

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

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

ARTICLE 12

SICK LEAVE

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

Section 2. Accumulated sick leave days may be used for illness, injury or off-the-job incurred disability. They may also be used for the illness, injury, or disability of an employee's

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

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

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

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

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

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

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

ARTICLE 13

LEAVE OF ABSENCE

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

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

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

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

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

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

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

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

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

ARTICLE 14

ON- THE-JOB ILLNESS, INJURY OR DISABILITY

Section 1. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 2. Employees who are on leave of absence from duty for a duty related illness, injury or disability shall be assigned to a shift with duty hours commencing at 8:30 a.m. and ending at 4:30 p.m., Mondays through Fridays, for the duration of the leave.

ARTICLE 15

UNIFORMS/EQUIPMENT

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

- (a) Combination uniform car coat/jacket
- (b) Rain clothing
- (c) Three (3) pair trousers or slacks
- (d) One (1) pair of uniform dress pants

- (e) One (1) winter dress shirt
- (f) One (1) summer shirt
- (g) Outer Uniform Carrier
- (h) Three (3) under-carrier summer shirts
- (i) Two (2) under-carrier winter shirts
- (j) One (1) hat
- (k) Sam Brown Belt and Holster
- (l) Riot gear
- (m) Tie
- (n) Taser Strike Platform for outer carrier
- (o) OC Spray and holster and outer carrier holster
- (p) Expandable baton and holder
- (q) Handcuff Case and outer carrier handcuff case and Handcuffs
- (r) Ammo Pouches and two (2) Magazines and outer carrier double ammo pouch
- (s) Bulletproof vest (As per Section 6 of Article 15)
- (t) Gas mask, and gas mask prescription glass inserts if prescribed
- (u) Cellular Phone

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

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

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

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

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

Section 5. If items of personal property are lost or damaged in the line of duty, the employee will be compensated for the same up to a maximum of \$250.00 per item, except that eyeglasses will be compensated up to a maximum of \$350.00 subject to departmental rules; provided that, if a duty weapon is lost or destroyed in the line of duty, the employee will be compensated for the same in a sum equal to the price of the lost or destroyed weapon. The

employee will not be compensated if the loss or damage is due to negligence on the part of the employee.

Section 6. Police body armor shall be considered part of the employee's uniform and shall be worn according to applicable Department regulation. All armor shall meet National Institutes of Justice standards and be capable of stopping ammunition normally issued by the Department.

1. The City shall provide at no cost to all employees a fitted ballistic vest. Such vest shall be approved by the Chief of Police and have a National Institute of Justice Level II rating or higher. The City shall replace such vest at intervals recommended by the manufacturer at no cost to the employee.
2. The City shall allow each employee to purchase a fitted ballistic vest. Such vest shall have a National Institute of Justice Level II rating or higher and be approved by the Chief of Police. In such case the City will reimburse the employee the actual cost of the vest up to the amount the City is then paying for vests that the Department is issuing per this Agreement. The City shall replace such vests at intervals recommended by the manufacturer at no cost to the employee with the vests that the Department is issuing per this Agreement, or reimburse the employee the actual cost of the vest the employee wishes to purchase, up to the amount the City is then paying for vests that the Department is issuing per this Agreement.
3. Employees desiring to retain vests at the time of severance from City employment will be afforded the opportunity to do so by reimbursing the City for the residual value thereof; said residual value to be determined by dividing the purchase price by the manufacturer's recommended replacement interval, and multiplying that amount by the residual percentage of the manufacturer's recommended replacement interval for the vest. Employees are under no obligation to elect to retain vests and reimburse the City. A maximum of one-fourth (1/4) of the bargaining unit membership shall be provided vests in any given fiscal year.

ARTICLE 16

OTHER BENEFITS

Section 1. The City shall provide group insurance for each employee. The City shall also provide group life insurance in the amount of \$25,000 for each employee at no cost to the employee.

Section 2. Effective January 1, 2022, employees shall be enrolled in the City's insurance benefit plan with coverages and benefits as described in Exhibit H of this Agreement. Bi-monthly (twice each month) employee contributions for all tiers of coverage are indicated below for calendar year 2021. Employee premiums for 2022 will increase or decrease at the same rate as the overall premium for 2022, but employee premiums for 2022 shall not increase more than

10% over the 2021 premium.

	PJ1005	PJ1009	PE4337
Single Coverage	\$36.50	\$15.00	\$5.00
Single + Spouse	\$77.00	\$36.00	\$18.50
Single + Children	\$73.50	\$35.00	\$18.00
Family Coverage	\$114.00	\$53.50	\$27.00

Effective January 1, 2022, monthly employee contributions for all tiers of the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed ten percent (10%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

The city and the union both agree that the failure of the city to not provide health insurance to an employee who elects to opt out shall not constitute a violation of this Agreement. Employees covered by this Agreement shall be allowed to opt out of, or elect not to participate in, the city's health insurance plan. Employees making such an election shall be required to show proof of health insurance coverage through another source to the city. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance, the employee shall not be removed from the city's insurance plan. An employee electing to opt out of the city's health insurance plan shall be allowed to subsequently enroll in the city's health insurance plan only through a COBRA qualifying event. Employees opting out of the city's health insurance plan and who are not enrolled in the city's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for city paid benefits under the city's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee covered by this Agreement whose spouse is also an employee may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the city's insurance plan and be dropped as a dependent under the spouse's coverage.

The City and the Union agree to the formation of a multi-departmental group health care committee (GHCC) comprised of representatives appointed by the city manager, and representatives appointed by each of the city's organized labor groups. Each union group will have up to four (4) representatives on the GHCC. The GHCC will not have authority to bargain changes to contract terms, but will serve as a labor-management interface to better inform employees of possible changes to the city's group health benefits considered by the city, and to better inform the city about the experiences and preferences of employees as it concerns group

health benefit programs. The City agrees to create the GHCC and convene its first meeting no later than July 1, 2022, and to bring matters that change or effect the offerings and services of group health benefit programs to the committee—both those that require amendment of employment agreements, and those that do not require approval of union groups and/or amendment of collective bargaining agreements.

The health services provided shall be in accordance with Exhibit “I” except when the patient is admitted to the hospital or where there is a medical emergency conforming to Blue Cross/Blue Shield’s serious and unavoidable emergency conditions. These conditions are:

Emergency Room \$150 Copayment (waived if admitted to the Hospital as an Inpatient immediately following emergency treatment or if visit is emergent as per the definition below).

EMERGENT MEDICAL CARE means services provided, which may have started as outpatient or diagnostic services, but are of a medical condition displaying itself through acute symptoms of sufficient severity (including severe pain) such that a prudent lay-person, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in: i) placing the health of the individual in serious jeopardy; ii) serious impairment to bodily functions; or iii) serious dysfunction of any bodily organ or part. Examples of symptoms that may indicate the presence of an emergency medical condition include, but are not limited to, difficulty breathing, severe chest pains, convulsions or persistent severe abdominal pains.”

Section 3. Those employees who retired after January 1, 1980, or were placed on disability pension pursuant to State statute after said date, shall be entitled to belong to the employee and dependent group insurance programs provided for employees under the provisions of this agreement provided that such retired or disabled employees pay the entire premium for such insurance.

Section 4. If an insurance rebate is received for employee dependent medical insurance coverage the City will retain that portion of the rebate that is proportionate to the percentage of the employee dependent insurance premium paid by the City during the time period for which the rebate is made.

Section 5. The City will reimburse the cost of tuition and textbooks for courses directly related to an employee's job and will reimburse half the cost of tuition and textbooks for pre-approved courses indirectly related to an employee's job, up to a maximum of one thousand dollars (\$1,000.00) per year per employee. Tuition reimbursement shall be administered in accordance with current Administrative Policy F-470. Approval of courses shall not be unreasonably withheld.

Section 6. The City will deduct from the employee's wages a percentage, in an amount certified by the Union, and pay same to the Union for the purposes of funding the Union's health and welfare plan. All deductions will be made against the employee's pre-tax income and shall be done in accordance with applicable Internal Revenue Service regulations. No such deduction shall be made if all of the provisions of this section cannot be met.

Section 7. The Employee and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Employees covered under the Police contract shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan only upon a COBRA qualifying event.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by the Collective Bargaining Agreement whose spouse is also an employee represented by the Collective Bargaining Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

Section 8. Periodically the Employer may offer an employee 'health fair' with attendance at such fair, when offered, encouraged for all on-duty employees and voluntary for off-duty personnel. Employees who attend the health fair off-duty shall be compensated at the rate of two hours at the employee's regular straight time hourly rate of pay for such attendance for the duration of the fair. Reasonable attempts will be made to accommodate an on-duty officer's desire to attend the fair.

Section 9. In the interests of retaining senior officers longer, all active and currently employed officers covered by this agreement as of September 1, 2022, who are or become eligible for a Decatur Police Pension (including service years transferred into the Decatur Police Pension from another agency), and who have first completed twenty-three (23) years of pensionable police service, by or after September 1, 2022 (including service years transferred into the Decatur Police Pension from another agency), shall during the period from September 1, 2022 through December 31, 2026, be entitled to receive, through deposit into the employee's Retirement Health Savings account, an amount equal to eighty-percent (80%) of the amount of the employee-only premium the city would have otherwise paid (or charged to the employee) had he/she continued on the city's insurance plan after termination or retirement. Contributions made to an employee's Retirement Health Savings account as provided herein shall only be earned and paid out for continued active-duty service between September 1, 2022 and December 31, 2026, and shall be paid on the employee's anniversary date at the end of the 24th and

following years. There will be no credit for, nor accumulation of, partial year credits. Employees who have not completed 24 years of pensionable service as of December 31, 2026 will not be eligible for this benefit. Annual payments to Retirement Health Savings accounts shall be earned and paid annually as provided herein. There will be no credit for, nor accumulation of, partial year credits or for payments for service prior to September 1, 2022.

ARTICLE 17

WORK RULES AND CONDITIONS

Section 1 (a). The City and the Union shall reasonably cooperate insofar as possible to assure the highest standards of safety, health and sanitation in the operation of the Police Department.

(b). The City will provide written notification to an officer of the time(s) the officer is scheduled to receive his/her hepatitis-B shots. In the event that the officer does not complete the hepatitis-B shot series because of circumstances within the control of the officer, said officer will be required to pay for any re-inoculation required for said series of inoculation.

(c). The City will provide, at no cost to the employee, flu shots for any employee who indicates a desire to have the shot.

Section 2. The City may adopt, change or modify rules not in conflict with the provisions of this memorandum for the operation of the Police Services Division and the conduct of the employees in the classified service to encourage and maintain the proper and efficient operation thereof. The Union reserves the right to grieve new or changed departmental rules, policies, or procedures that affect the working conditions of employees.

Section 3. In the absence of evidence of extenuating circumstances immediately upon discovering that an employee in the classified service is unable to report for duty, and not less than a reasonable interval before the scheduled duty time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absence from duty and evidence of justifiable cause for any absence may be required to be furnished by the employee. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified service shall report to duty on time and shall faithfully and efficiently perform the requirement of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. Disciplinary matters and matters of discharge or removal in or from the classified service shall be governed by the State Civil Service Laws for Cities and the ordinances of the City and the rules of the Civil Service Commission adopted pursuant thereto and pursuant to other applicable State Law.

Section 6. The Police Chief, a Deputy Chief, or a Lieutenant may at any time order any employee assigned to duty as an evidence officer, a street crimes unit member, or an emergency response team member to submit a blood, urine, or hair sample to a testing laboratory for analysis to determine the presence of any drug or other substance the possession or use of which is regulated or prohibited by state law including cannabis. The Chief of Police shall also have the right to order random tests for the presence of such drugs, cannabis, or other substances for all employees. A blood, urine, or hair test for regulated or prohibited drugs or other substances, whether ordered under the provisions of this section or for reasonable suspicion, shall be conducted pursuant to the provisions of Exhibit F of this Memorandum of Understanding. Unlawful use of any such drug or other substance, and including the lawful use of cannabis, shall be cause for dismissal.

Section 7 (a). For purposes of this agreement, but not including reduction in personnel, seniority shall be defined as an employee's length of service in the classified police service from his most recent date of hire. Seniority shall be lost if the employee: (a) resigns; (b) retires; (c) is terminated; (d) is furloughed for more than two years.

(b). For purposes of shift assignment, seniority for sergeants shall be defined as length of service in the classified sergeants' rank, calculated from his most recent date of promotion.

(c). There shall be no bumping of employees from their properly assigned shift.

(d). Vacancies on any shift shall be posted, as soon as practicable after the vacancy occurs. Employees desiring to fill said vacancy would be required to submit notice of their desire to fill the vacancy. The employee, authorized to occupy said position, with the highest seniority submitting such notice to fill the vacancy shall be assigned to fill the vacancy.

(e). New sworn personnel shall serve a probationary period consisting of eighteen (18) months of active service, starting from their date of hire. The probationary period may be extended at the discretion of the Chief of Police if during the probationary period, the probationary employee is unavailable for their regular duty for more than two weeks due to illness, disability, or approved leave of absence (excluding the use of accrued time, i.e. holidays, vacation, comp time). The Chief of Police may also extend the probationary period if the probationary employee agrees to the extension. This section is subject to approval by the Civil Service Commission.

Section 8. For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor/Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor

agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular needs and issues to be addressed.

The Labor/Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process.

A Labor/Management Committee will be created to discuss Voluntary Employee Benefit Plans.

Section 9. The union and the city acknowledge that certain support and assistance tasks may be assigned to sworn peace officers, while other support and assistance tasks may be assigned to non-sworn employees based on the city's security needs, citizen responsiveness requirements, and departmental efficiency.

The city agrees that the recruitment and retention of non-sworn support and assistance personnel will not result in the layoff or termination of any member of the union covered by this agreement.

The city agrees that any employee covered by this agreement and assigned to or regularly performing the duties of a specialized position or assignment as of September 1, 2022, who would be adversely affected by the assignment of a non-sworn employee to their position, will not be displaced from their current specialized position or assignment as a result of the implementation of this program.

The city further agrees to meet and confer with employee representatives of the union serving on the Police Department Labor-Management Committee in advance whenever a new support and assistance position is created, for purposes of evaluating and discussing whether the responsibilities of the proposed new position and job title are best performed by a sworn officer or a non-sworn employee. The City shall have the unilateral authority to determine whether to create a new support and assistance position.

Finally, the city agrees that tasks assigned to Illinois peace officers by State Law or local ordinance will be performed only by sworn members of the union covered by this agreement.

ARTICLE 18

DEATH BENEFITS

Section 1. The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of Ten Thousand Dollars (\$10,000.00). In addition, the City shall pay to the widow, heirs or estate of such deceased employee pay due said employee as the result of unpaid duty time, holiday time, sick time, and vacation time.

ARTICLE 19

BULLETIN BOARD

Section 1. The City agrees to furnish and maintain a bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 20

GRIEVANCES

Section 1. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this Agreement concerning only the application, meaning or interpretation of the express terms of this agreement as they affect the members of the union or said employee.

Section 2 (a). Disciplinary reprimands and suspensions of three (3) days or less duration, may be grieved pursuant to the provisions hereof, but such reprimands or suspensions may not be referred to arbitration as provided in Section 7 hereof; as to such reprimands or suspensions the decision of the City Manager is final. All other disciplinary actions are subject to the provisions of this Article, as modified by this Section.

(b). Suspension in excess of three (3) days, multiple suspensions totaling more than four (4) days within an annual period of May 1 to the following April 30, and discharges, may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 3 through 6 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 8 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service law as provided in Section 3 of Article 11 hereof. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

(c). The filing of a grievance or a notice of intent to arbitrate under the provisions of this Article precludes the employee from any other review, appeal or hearing otherwise available or required by law, unless expressly permitted herein.

Section 3. No arbitration order or award entered under the provisions hereof may limit or interfere in any way with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. The union or any employee covered by this agreement may submit a grievance in writing to a Lieutenant except that all grievances of suspensions or discharge may be grieved directly to the Police Chief. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the agreement which the union or the employee feels is being violated. Such grievance must be submitted on a grievance form mutually agreed to by the parties. The Lieutenant shall respond in writing within five (5) business days with his decision. A "business day" for the purposes of this article shall be any day on which the City's administrative offices are open and conducting business.

Section 5. If the union is not satisfied with the Lieutenant's response the written grievance may be referred to a Deputy Chief within five (5) business days after the Lieutenant's decision. The Deputy Chief shall meet with one representative of the union within five (5) business days after receiving the grievance. The Deputy Chief shall respond in writing within five (5) business days with his decision.

Section 6. If the union is not satisfied with the Deputy Chief's response, the written grievance may be referred to the Police Chief within five (5) business days after the Deputy Chief's decision. The Police Chief shall meet with two representatives within five (5) business days after receiving the grievance. The Police Chief shall respond in writing within five (5) business days with a decision.

Section 7. If the union is not satisfied with the Police Chiefs response the written grievance may be referred to the City Manager within five (5) business days after the Police Chiefs decision. The City Manager shall meet with two representatives within fifteen (15) business days after receiving the grievance. The City Manager shall respond in writing within five (5) business days with his decision.

Section 8. If the union is not satisfied with the City Manager's response, the written grievance may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) business days after the City Manager's decision. The City and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) business days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the American Arbitration Association. Both the City and the Union shall have the right to strike two names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator who shall be notified of his selection by a joint letter from both parties, requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Decatur, Illinois, unless otherwise mutually agreed.

Section 9. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not expressly covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party in the Circuit Court of Macon County. The pendency of any proceedings in the Circuit Court for review of the arbitrator's decision as allowed by law shall not automatically stay the order, of the arbitrator.

Section 10. The costs of any arbitration shall be borne equally by the City and the Union, including the cost of providing the arbitrator a transcript of the hearings. All proceedings shall be transcribed unless mutually agreed to the contrary. Each party shall be responsible for compensating its own representatives and witnesses.

Section 11. No grievance shall be entered or processed unless submitted within thirty (30) calendar days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said thirty (30) calendar days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the City's last response.

Section 12. The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

Section 13. If the union notifies the City Manager's Office that it is referring the grievance to arbitration as provided herein, the Union must, within 45 business days of the date said notice is received by the City Manager's Office, tender to the City a request executed by the Union, and to be executed by the City, addressed to the Federal Mediation and Conciliation Service asking for a panel of arbitrators. Upon the receipt of said panel, the Union must timely notify the City in writing of its ability and willingness to meet with or otherwise confer with the City for the purpose of selecting the arbitrator -said notice must indicate that the Union is prepared to so select the arbitrator within the three weeks immediately following the receipt of said panel. If such executed requests or notices to meet or confer are not provided to the City within the limits established herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The limits established herein may be extended by mutual agreement, in writing, of the parties.

Section 14. For all disciplinary actions, the Chief of Police will notify the union of the discipline imposed by providing copies of the disciplinary action letters to the union president. In those cases where the union files a written request, the Chief will make available to the union a copy of the disciplinary action file in a timely manner after the discipline is imposed, so as to permit for the filing of a grievance per section 4 of this article, should the union so choose.

ARTICLE 21

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibilities thereof to the people of the City.

Section 2. Unless otherwise limited by this Agreement, the City retains all management rights and powers granted it by law. Said rights and powers are subject to the terms and conditions of this Agreement and are by way of example but are not limited to the following: the right to establish, discontinue or modify those terms and conditions of employment not controlled by this Agreement; the right to operate and manage all manpower, facilities and equipment, the right to establish functions and programs; the right to set and amend budgets; the right to determine the utilization of technology; the right to establish and modify the organizational structure, the right to select, direct and determine the number of personnel and the right to establish work schedules.

ARTICLE 22

NONDISCRIMINATION

Section 1. During the term of this Agreement neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, national origin, political affiliation or with regard to whether any such person is or is not affiliated with the Union.

Section 2. The parties agree that their respective rights and authority shall not be exercised as to violate any provision of this Agreement.

ARTICLE 23

SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof of this Agreement be held unlawful, or unenforceable, by any Court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein. The City and the Union agree to renegotiate any such article, section or portion as soon as practicable.

Section 2. This Agreement is the entire agreement between the parties terminating all prior agreements, arrangements and practices expressly covered by the provisions hereof.

Section 3. The masculine gender as used in this Agreement shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

Section 4. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE 24

ENTIRE AGREEMENT

This Memorandum constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Memorandum supersedes and cancels all prior written collective bargaining agreements.

The parties acknowledge that during the negotiations which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, the City and the Union, for the duration of this Memorandum, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Memorandum or with respect to the effects upon employees of the City's exercise of its rights under the Memorandum, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum.

ARTICLE 25

TERM OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 2020, and shall remain in full force and effect until December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing of its desire to amend the agreement on or before October 1, 2024 or on or before October 1st of any subsequent year. If either party submits such written notice the parties' designated representatives shall commence negotiations not later than November 30, 2024 or November 30 of any subsequent year. Notwithstanding the expiration date set forth above, this entire agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

CITY MANAGER
For the City of Decatur, Illinois

PRESIDENT
Decatur Police Benevolent and Protective
Association Labor Committee

DATED this __ day of _____, 2022

DATED this __ day of _____, 2022

ATTEST:

CITY CLERK
City of Decatur, Illinois

EXHIBIT A

POLICE WAGES AS OF JANUARY 1, 2020

		increase =	2.25%			
STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY	
Patrol Officer						
Start	1		\$29.34086	\$1,173.63	\$2,347.27	\$61,028.99
Six Months	2		\$30.07815	\$1,203.13	\$2,406.25	\$62,562.54
One Year	3		\$30.80675	\$1,232.27	\$2,464.54	\$64,078.04
Two Years	4		\$32.97939	\$1,319.18	\$2,638.35	\$68,597.13
Three Years	5		\$34.62806	\$1,385.12	\$2,770.24	\$72,026.36
Four Years	6		\$37.06175	\$1,482.47	\$2,964.94	\$77,088.44
Seven Years	7		\$38.54421	\$1,541.77	\$3,083.54	\$80,171.96
Sergeant						
Start	1		\$44.19718	\$1,767.89	\$3,535.77	\$91,930.14
Six Months	2		\$47.30389	\$1,892.16	\$3,784.31	\$98,392.08

EXHIBIT B

POLICE WAGES AS OF JANUARY 1, 2021

		increase =	2.25%			
STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY	
Patrol Officer						
Start	1	\$30.00	103	\$1,200.04	\$2,400.08	\$62,402.15
Six Months	2	\$30.75	490	\$1,230.20	\$2,460.39	\$63,970.20
One Year	3	\$31.49	990	\$1,260.00	\$2,519.99	\$65,519.79
Two Years	4	\$33.72	142	\$1,348.86	\$2,697.71	\$70,140.56
Three Years	5	\$35.40	719	\$1,416.29	\$2,832.58	\$73,646.95
Four Years	6	\$37.89	564	\$1,515.83	\$3,031.65	\$78,822.93
Seven Years	7	\$39.41	146	\$1,576.46	\$3,152.92	\$81,975.83
Sergeant						
Start	1	\$45.19	162	\$1,807.66	\$3,615.33	\$93,998.57
Six Months	2	\$48.36	822	\$1,934.73	\$3,869.46	\$100,605.91

EXHIBIT C

POLICE WAGES AS OF JANUARY 1, 2022

		increase =	2.25%			
STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY	
Patrol Officer						
Start	1		\$30.67606	\$1,227.04	\$2,454.08	\$63,806.19
Six Months	2		\$31.44689	\$1,257.88	\$2,515.75	\$65,409.53
One Year	3		\$32.20865	\$1,288.35	\$2,576.69	\$66,993.99
Two Years	4		\$34.48016	\$1,379.21	\$2,758.41	\$71,718.72
Three Years	5		\$36.20385	\$1,448.15	\$2,896.31	\$75,304.01
Four Years	6		\$38.74829	\$1,549.93	\$3,099.86	\$80,596.45

Seven Years	7	\$40.29821	\$1,611.93	\$3,223.86	\$83,820.28
Sergeant					
Start	1	\$46.20843	\$1,848.34	\$3,696.67	\$96,113.54
Six Months	2	\$49.45651	\$1,978.26	\$3,956.52	\$102,869.54

EXHIBIT E

EXPEDITED ARBITRATION RULES

- A. Cases subject to the expedited procedure will be heard in chronological order according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.
- B. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.
- C. Four Arbitrators constituting an "expedited" panel will be selected by the parties. The "expedited" panel will be reviewed every six months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.
- D. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two or three consecutive hearing days.
- E. Arbitrators will receive all grievance documents and relevant documents from the Professional Standards file at least one week prior to the hearing, at the discretion of the Arbitrator.
- F. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay.
- G. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.
- H. The Arbitrator may require witnesses to testify under oath.
- I. There shall be a stenographic record of the proceedings.
- J. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.
- K. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing.

- L. The Arbitrator will issue a decision no later than thirty (30) days after the submittal of post-hearing briefs, or sixty (60) days after the completion of the last day of the scheduled hearing if no briefs are to be filed. His/her decision shall be based upon the record developed by the parties before and at the hearing, and shall include a written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

EXHIBIT F

DRUG TESTING TERMS AND CONDITIONS

Section 1. Only laboratories that are agreed to by the Union and the City and that meet the Substance Abuse and Mental Health Services Administration (SAMHSA) standards shall be used to conduct tests, except for tests given by a breathalyzer operator duly certified by the Illinois Department of Public Health. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of six (6) months. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. All testing of blood samples shall be by chemical analysis of the blood or blood serum by gas chromatography/mass spectrometry (GC/MS). At the time a blood or urine specimen is taken, the employee shall be given a copy of the specimen collection procedures, the specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the laboratory are those of the employee. The required procedures are as follows:

The specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are taken, the individual specimen container shall, in the presence of the employee and a Union representative if requested by the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being taken. Then the container shall be sealed in the employee's presence and in the presence of the Union representative if so requested by the employee and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available.

Section 2. In the event the test results show the presence of alcohol, presumptions shall apply in accord with the following chart.

Elapsed Time Since Employee Has Begun His Workday to Time Test Was Given	Considered Unimpaired	No Presumption	Presumed to Have Been Impaired
0 Hours – 1 Hour	.05 or less	.05 but not .08	.08 or more
1 Hour – 2 Hours	.04 or less	.04 but not .07	.07 or more
2 Hours – 3 Hours	.03 or less	.03 but not .06	.06 or more

3 Hours – 4 Hours	.02 or less	.02 but not .05	.05 or more
4 Hours – 5 Hours	.01 or less	.01 but not .04	.04 or more
5 Hours – 6 Hours	.00 or less	.00 but not .03	.03 or more
6 Hours – 7 Hours	.00 or less	.00 but not .02	.02 or more
7 Hours - 8 Hours	.00 or less	.00 but not .01	.01 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

The presumptions of the foregoing shall not be construed as limiting the introduction of any other evidence bearing upon the question of controlled substances. Nor do said presumptions in any way limit the right of the City to discipline any employee for the refusal of said employee to comply with the provisions hereof.

An officer who tests positive for the presence of illegal drugs and/or cannabis shall be subject to discharge. Officers ordered to submit to alcohol and/or drug testing shall promptly comply with the order. The testing procedure for the presence of drugs or alcohol shall conform to DHHS SAMHSA guidelines, and the cost of initial and confirmatory testing shall be borne by the City.

A sufficient specimen of the same bodily fluid or material shall be collected to permit for an initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing by the employee at his/her own expense. In case of urine testing, it shall be a split sample.

Testing shall be conducted according to SAMHSA requirements in effect on the date the specimen is collected. Only confirmed positive results shall be reported to the City through its medical review officer.

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected shall be considered an initial positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST

Initial test analyte	Initial test cutoff concentration
Marijuana metabolites	50 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL
Codeine/Morphine	2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL
Oxycodone/Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine/Methamphetamine	500 ng/mL
Methylenedioxymethamphetamine (MDMA)	500 ng/mL

Methylenedioxyamphetamine (MDA)	500 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a different initial screening method:

CONFIRMATORY TEST

Confirmatory test analyte	Confirmatory test cutoff concentration
THCA	15 ng/mL
Benzoyllecgonine	100 ng/mL
Codeine	2,000 ng/mL
Morphine	2,000 ng/mL
Hydrocodone	100 ng/mL
Hydromorphone	100 ng/mL
Oxycodone	100 ng/mL
Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine	250 ng/mL
Methamphetamine	250 ng/mL
Methylenedioxymethamphetamine (MDMA)	250 ng/mL
Methylenedioxyamphetamine (MDA)	250 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Section 3. If the test results establish that the employee is considered to have been unimpaired (alcohol) or negative for the presence of illegal drugs or cannabis, the employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

The City shall notify a Union Executive Board member that the employee has been subjected to testing within sixty (60) hours after the employee has submitted to the test. The City shall make available to the employee a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by management. Reports of a positive test shall, at a minimum, state 1) the type of tests conducted, 2) the results of the tests, 3) the sensitivity (cut-off point) of the methodology employed, and 4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed

results shall be reported to the City. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

At the time of submitting to the testing, an employee shall have the right to request that specimen be preserved for a period of not less than 6 months, except for breathalyzer tests as authorized by the provisions of exhibit D. The City agrees to make arrangements with the medical facility which is performing the testing, to allow for the preservation of the samples as requested.

Section 4. If the test results show the presence of alcohol, cannabis, or any controlled substances the Union shall have the right to request the preserved samples to be sent for testing to a laboratory and chosen from a list of laboratories agreed to by the parties and which meet the SAMHSA Standards. The cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the City, and the employee's records cleared.

Section 5. For random drug tests, the following additional conditions shall apply:

(a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program. The City shall specify the percentage of represented positions (which shall be at least 25%) that are to be tested annually, the dates and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the individuals to be tested on each date. Dates may be modified by the Chief of Police in the circumstance of a major case or major event pre-empting testing. Under such circumstances, a new list of employees to be tested shall be generated.

(b) To maintain the security of the selection system, the contractor shall deal exclusively with the Deputy Chief of Police for Administrative Operations or his/her designee for purposes of notifying the City of individuals selected for testing, verifying and updating the pool and supplemental selection of individuals, if necessary.

(c) The Deputy Chief of Police for Administrative Operations or his/her designee shall timely notify the Union President of testing dates, or such other Union representative as has been previously designated in writing by the President. In the absence of the President or designated alternate, the department shall attempt to notify the officers of the Union in descending order of their office. It shall be the obligation of the Union representative to promptly come to the office of the Deputy Chief to participate in the verification of the random drug test pool roster, and verification of the selection of officers to be tested.

(d) On the testing date and upon the arrival of the Union representative, the Deputy Chief of Police for Administrative Operations or his/her designee shall notify the selection contractor to electronically forward the existing random drug test pool roster and the contractor shall sign the roster submitted. Upon receipt of the roster from the selection contractor, the Deputy Chief of Police for Administrative Operations or his/her designee in the presence of the Union representative shall update and verify the roster. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative shall both sign off on the roster and

return it to the selection contractor by electronic transmission. The contractor will promptly do the random selection and return the list to the Deputy Chief of Police for Administrative Operations or his/her designee having signed off on it. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative will then check the selection list against the updated roster to insure that all of the names selected are on the roster. Within one week after the testing date, the department shall deliver to the Union signed copies of the initial roster submitted by the contractor, the updated roster returned by the department, and the selection list sent by the contractor. All copies of rosters, lists and other related records shall be maintained in secure storage by both parties, allowing access only on a strict need-to know basis.

(e) The Deputy Chief of Police for Administrative Operations or his/her designee will then sort the selection list by unit and shift for notification of the officers to be tested. After the start of the shift on which the testing is to begin, the Deputy Chief of Police for Administrative Operations or his/her designee shall deliver the respective lists of names in sealed envelopes to the shift lieutenant of the officers to be tested. It shall be the responsibility of the shift lieutenant to ensure that all of the officers to be tested in his/her command report to the collection site as promptly as practical, but in any event before they secure from the shift.

(f) Any officer selected who is on authorized time off which was applied for and approved prior to the date of the test shall be required to report to the collection site on his/her first day back from preapproved leave. Any officer who requests leave of any type on the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief of Police for good cause shown. Any officer so excused shall be required to report to the collection site on his first day back to work.

(g) When an officer is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her commanding officer or supervisor. He/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.

(h) The City will direct the laboratory to provide to the Union, upon its request, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative.

EXHIBIT H
HEALTH INSURANCE PLAN HIGHLIGHTS EFFECTIVE 01/01/2021

HEALTH INSURANCE PLAN HIGHLIGHTS—EFFECTIVE 1/1/2021

MAJOR PLAN ELEMENTS	Plan PJ1005	Plan PJ1009	PE4437
Deductible:			
Single (In network)	\$250 per individual	\$750 per individual	\$1,500 per individual
Family (In network)	\$750 per family	\$2,250 per family	\$2,800 per family
Max Out-of-Pocket Limit:			
Single (In network)	\$2,000 per individual	\$3,000 per individual	\$3,000 per individual
Family (In network)	\$4,000 per family	\$6,000 per family	\$7,150 per family
HSA eligible	No	No	Yes
PREMIUM CONTRIBUTIONS Bimonthly deduction			
SINGLE Coverage	\$36.50	\$15.00	\$5.00
EMP + SPOUSE Coverage	\$77.00	\$36.00	\$18.50
EMP + CHILDREN Coverage	\$73.50	\$35.00	\$18.00
FAMILY Coverage	\$114.00	\$53.50	\$27.00
COVERAGE FOR ALL PLANS	IN NETWORK		
Hospital benefit Inpatient/Outpatient	80% after deductible	80% after deductible	80% after deductible
Physician Services		\$20 copay	
In Network	80% after deductible	Deductible does not apply	80% after deductible
Emergency Care	\$150 copay for non-emergency	\$150 copay for non-emergency	80% after deductible
Preventive Care:	100%	100%	100%
Evidence-based items / services rated A or B as recommended by U.S. Preventive Services Task Force	deductible does not apply	deductible does not apply	deductible does not apply
Prescription Medicines (retail)	\$10 Generic, \$20 Formulary, \$50 Non-Formulary, \$50 Specialty	\$10 Generic, \$20 Formulary, \$50 Non-Formulary, \$50 Specialty	80% after deductible
Prescription Medicines: Out-of-pocket expense limit	Individual - \$1,000 Family - \$3,000	Individual - \$1,000 Family - \$3,000	Included w/ Medical
Private duty nursing	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year
Physical/Occupational/Speech therapy	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year
Chiropractor	25 visits per calendar year	25 visits per calendar year	25 visits per calendar year
Precertification	Failure to pre-certify may result in a reduction in benefits when receiving inpatient services		

NOTE: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

** For OUT OF NETWORK coverage, please refer to the Summary of Benefits and Coverage documents. **

EXHIBIT I
POLICE WAGES AS OF JANUARY 1, 2023

increase = 3.25%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$31.67303	\$1,266.92	\$2,533.84	\$65,879.90
Six Months	2	\$32.46891	\$1,298.76	\$2,597.51	\$67,535.34
One Year	3	\$33.25543	\$1,330.22	\$2,660.43	\$69,171.29
Two Years	4	\$35.60076	\$1,424.03	\$2,848.06	\$74,049.58
Three Years	5	\$37.38047	\$1,495.22	\$2,990.44	\$77,751.39
Four Years	6	\$40.00761	\$1,600.30	\$3,200.61	\$83,215.83
Seven Years	7	\$41.60791	\$1,664.32	\$3,328.63	\$86,544.44
<u>Sergeant</u>					
Start	1	\$47.71021	\$1,908.41	\$3,816.82	\$99,237.23
Six Months	2	\$51.06385	\$2,042.55	\$4,085.11	\$106,212.80

EXHIBIT J
POLICE WAGES AS OF JANUARY 1, 2024

increase = 3.00%

	<u>STEP</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
<u>Patrol Officer</u>					
Start	1	\$32.62322	\$1,304.93	\$2,609.86	\$67,856.29
Six Months	2	\$33.44298	\$1,337.72	\$2,675.44	\$69,561.40
One Year	3	\$34.25309	\$1,370.12	\$2,740.25	\$71,246.43
Two Years	4	\$36.66878	\$1,466.75	\$2,933.50	\$76,271.07
Three Years	5	\$38.50189	\$1,540.08	\$3,080.15	\$80,083.93
Four Years	6	\$41.20784	\$1,648.31	\$3,296.63	\$85,712.30
Seven Years	7	\$42.85614	\$1,714.25	\$3,428.49	\$89,140.78
<u>Sergeant</u>					
Start	1	\$49.14151	\$1,965.66	\$3,931.32	\$102,214.35
Six Months	2	\$52.59576	\$2,103.83	\$4,207.66	\$109,399.18

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement has been made and entered into by and between the City of Decatur, Illinois (hereinafter referred to as the "City"), and the Decatur Police Benevolent and Protective Association Labor Committee (hereinafter referred to as the "Union").

Upon the express condition that the language for the following clause of the Collective Bargaining Agreement, as amended herein, is approved by the United States Internal Revenue Service (IRS), for the Union's Retirement Health Savings (RHS) plan, the clause, as amended, will go into effect at such time as approval is received by the City and the Union from the IRS. The clause will have no force and effect until such time as the above condition has been fully met.

ARTICLE 5

HOURS OF DUTY AND OVERTIME

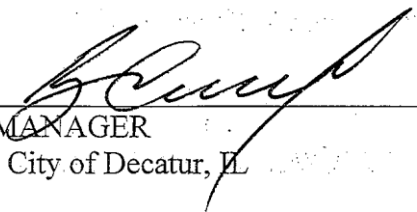
Section 7. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

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

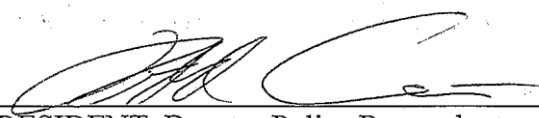
(80) hours, at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

All costs associated with services provided by and opinions obtained from the IRS, if any, will be shared equally by the City and the Union.

Except as modified by the provisions hereof, the Collective Bargaining Agreement shall continue in full force and effect. The provisions of this Supplemental Agreement shall supersede the provisions of such collective bargaining agreement in the case of any conflict regarding the subject matter hereof.



CITY MANAGER
For the City of Decatur, IL



PRESIDENT, Decatur Police Benevolent
& Protective Association Labor Committee
For the Union

DATED this 5 day of March, 2013.

DATED this 5th day of March, 2013.

City Clerk

DATE: 9/1/2022

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Kathleen Wrigley, Assistant City Attorney
Scot Wrighton, City Manager

SUBJECT: Resolution Approving the Transfer of 1421 East Orchard Street, Decatur from Woodford Homes, Inc. to Dove, Inc.

SUMMARY RECOMMENDATION: It is recommended that the resolution be approved transferring the subject property directly from the Macon County Mental Health Board to DOVE.

BACKGROUND: The Macon County Mental Health Board agreed to transfer its ownership of 1421 East Orchard Street to the city of Decatur as a part of the contract for the city's participation in the new mental health residential facility currently under construction at the corner of North Charles and East Carrie Lane. At the time this agreement was made, the city knew it would likely be used for transitional housing, but had not yet determined that DOVE would be the end recipient. The proposed resolution provides for the property to go straight to DOVE without the need for the city to be in the chain-of-title.

ATTACHMENTS:

Description	Type
Resolution Authorizing Transferring Real Estate (1421 East Orchard Street)	Resolution Letter

RESOLUTION NO. R2022 _____

**RESOLUTION APPROVING THE TRANSFER OF
1421 EAST ORCHARD STREET, DECATUR FROM
WOODFORD HOMES, INC. TO DOVE, INC.**

WHEREAS, the City of Decatur, Illinois, executed a Memorandum of Understanding with Woodford Homes, Inc., a not-for-profit entity that partners with the Macon County Mental Health Board, in October 2020 whereby Woodford Homes, Inc. agreed to provide a warranty deed to the City of Decatur, Illinois transferring property to the City of Decatur, Illinois located at 1421 East Orchard Street, Decatur;

WHEREAS, the City of Decatur, Illinois, desired to acquire 1421 East Orchard Street, Decatur to be used for transitional housing;

WHEREAS, Dove, Inc., desires to acquire 1421 East Orchard Street, Decatur as part of its transitional housing program; and,

WHEREAS, the City of Decatur, Illinois, supports Dove, Inc's acquisition of 1421 East Orchard Street, Decatur for such purposes.

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

Section 1. That the City of Decatur, Illinois approves of the transfer of 1421 East Orchard Street, Decatur directly from Woodford Homes, Inc. to Dove, Inc.

PRESENTED AND ADOPTED this _____ day of _____, 2022.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

Public Works

DATE: 8/25/2022

MEMO: 2022-49

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory – Decatur & Eastern Illinois Railroad

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory owned by the Decatur & Eastern Illinois Railroad be approved.

BACKGROUND:

The subject property is being annexed by agreement with the Railroad.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Decatur & Eastern Illinois Railroad	Ordinance
Annexation Map	Backup Material
Authority Letter	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
DECATUR & EASTERN ILLINOIS RAILROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Alissa Hackel, Director of Railroad Real Estate requesting that there be annexed to the City territory described as:

Commencing at a point on the north line of Section 19, Township 16 North, Range 3 East of the 3rd Principal Meridian, said point being 20 feet west of the east line of the Northwest Quarter of said Section 19; thence south 250 feet to a point, said point being 20 feet west of the east line of the Northwest Quarter of said Section 19, thence southwesterly 100 feet to a point, said point being 99 feet west of the east line of the Northwest Quarter of said Section 19, thence southwesterly 260 feet to a point, said point being 230 feet west of the east line of the Northwest Quarter of said Section 19 to the point of beginning, said point of beginning being at the intersection of the easterly shore line of Lake Decatur and the northerly right-of-way line of Decatur & Eastern Illinois Railroad; thence southeasterly on and along the northerly right-of-way line of said Decatur & Eastern Illinois Railroad to a point, said point being 1089 feet west of the east line of the Northwest Quarter of Section 28, Township 16 North, Range 3 East and on the northerly right-of-way line of the Decatur & Eastern Illinois Railroad; thence south to a point on the southerly right-of-way line of said Decatur & Eastern Illinois Railroad, said point being 1089 feet west of the east line of the Northwest Quarter of said Section 28; thence on and along the southerly right-of-way line of said Decatur & Eastern Illinois Railroad to a point, said point being perpendicular to the southerly right-of-way line of said Decatur & Eastern Illinois Railroad and in line with the point of beginning; thence northeasterly to the point of beginning.

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of September 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the name of the business or commercial establishment located on the property herein described, is Decatur & Eastern Illinois Railroad.
4. That the property herein described is not within the corporate limits of any municipality.
5. That the property herein described is contiguous (adjacent) to the City of Decatur.
6. That the petitioner requests that the City of Decatur, annex the property legally described as follows:

Commencing at a point on the north line of Section 19, Township 16 North, Range 3 East of the 3rd Principal Meridian, said point being 20 feet west of the east line of the Northwest Quarter of said Section 19; thence south 250 feet to a point, said point being 20 feet west of the east line of the Northwest Quarter of said Section 19, thence southwesterly 100 feet to a point, said point being 99 feet west of the east line of the Northwest Quarter of said Section 19, thence southwesterly 260 feet to a point, said point being 230 feet west of the east line of the Northwest Quarter of said Section 19 to the point of beginning, said point of beginning being at the intersection of the easterly shore line of Lake Decatur and the northerly right-of-way line of Decatur & Eastern Illinois Railroad; thence southeasterly on and along the northerly right-of-way line of said Decatur & Eastern Illinois Railroad to a point, said point being 1089 feet west of the east line of the Northwest Quarter of Section 28, Township 16 North, Range 3 East and on the northerly right-of-way line of the Decatur & Eastern Illinois Railroad; thence south to a point on the southerly right-of-way line of said Decatur & Eastern Illinois Railroad, said point being 1089 feet west of the east line of the Northwest Quarter of said Section 28; thence on and along the southerly right-of-way line of said Decatur & Eastern Illinois Railroad to a point, said point being perpendicular to the southerly right-of-way line of said Decatur & Eastern Illinois Railroad and in line with the point of beginning; thence northeasterly to the point of beginning.

WHEREFORE, the petitioner requests the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided; and,

WHEREFORE, the petitioner requires, as part of this petition, 100% City of Decatur property tax abatement for the annexed area for 20 years; and,

WHEREFORE, the petitioner requires, as part of this petition, the annexed area will not be subject to enforcement of any City zoning ordinances, or other ordinances and rules that might conflict with its rights under federal law.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Alissa Hackel

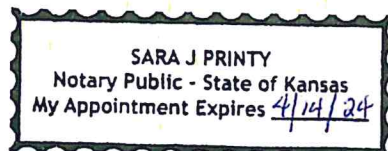
Alissa Hackel

8000 W. 110th St.

Overland Park, KS

66210

Signed and sworn to before me 4th day of August, 2022



[Signature]
Notary Public

052-048941
REGISTERED
MATTHEW C. NEWELL

DECATUR & EASTERN ILLINOIS RAILROAD 19, 20, & 21-16-3 PLAT

LONG CREEK township

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

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

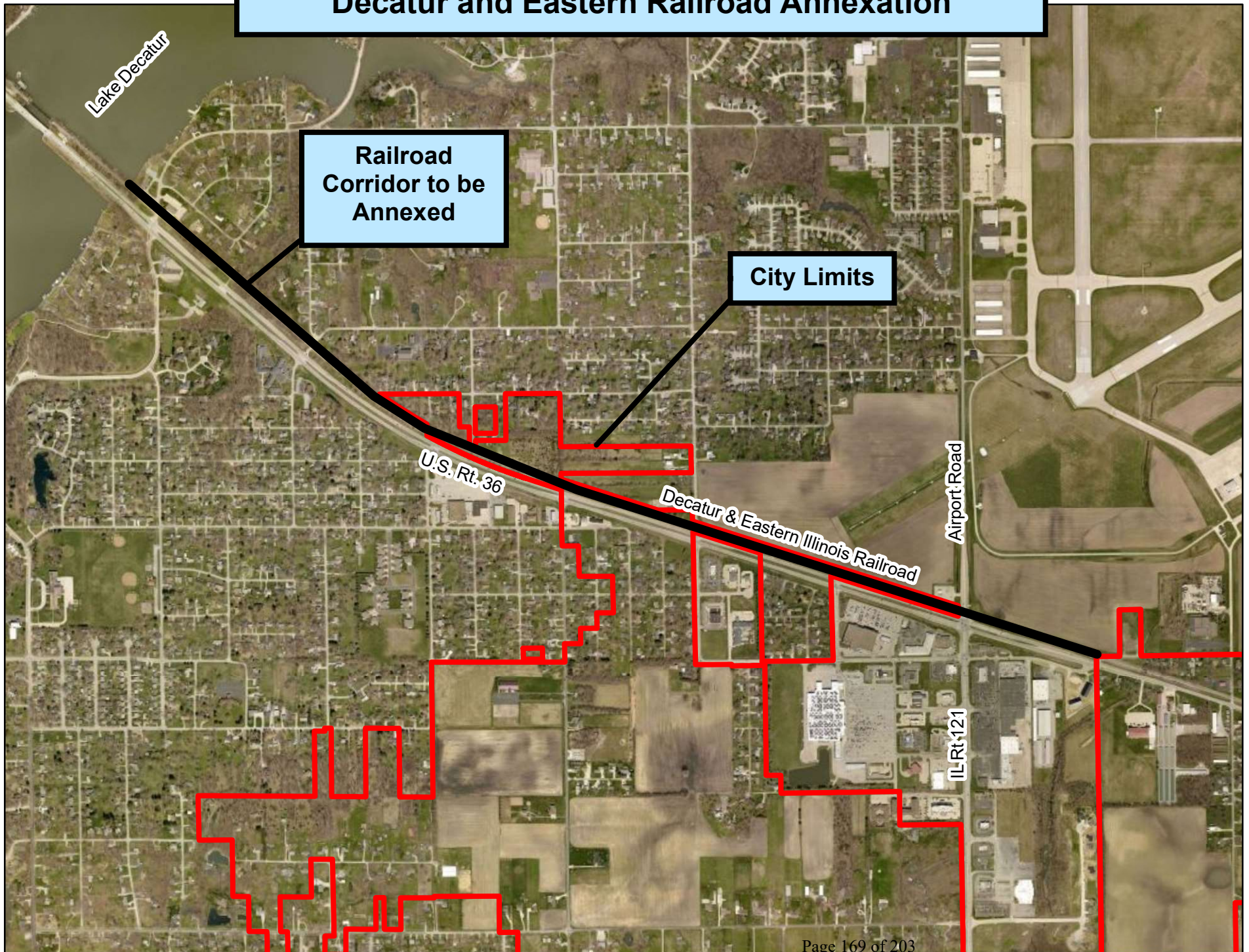
ORDINANCE NO:

DATE:

Director of Public Safety, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2021

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Decatur and Eastern Railroad Annexation





600 N. Stone Street
Decatur, IL 62521
T: 316.263.3113
F: 316.263.5563

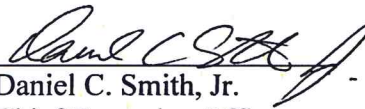
August 12, 2022

DELEGATION OF AUTHORITY LETTER

To Whom it May Concern:

By means of this letter, I, Daniel C. Smith, Jr., Chief Executive Officer, confirm a delegation of authority herein described to Alissa Hackel, Director of Railroad Real Estate, on the following terms and conditions:

1. Alissa Hackel has authority to execute the Petition for Annexation signed and dated August 4, 2022, with the City of Decatur.
2. The effective date of this delegation is August 12, 2022, and it shall run until revoked by myself or an executive team member of Decatur & Eastern Illinois Railroad, L.L.C.
3. This delegation of authority is effective for any prior execution by Alissa Hackel from and after August 4, 2022, even if such execution by Alissa Hackel pre-dates the date of this delegation of authority.
4. The authority delegated is not subject to sub-delegation without my prior and express written consent.


Daniel C. Smith, Jr.
Chief Executive Officer

Date: August 12, 2022

Public Works

DATE: 8/25/2022

MEMO: 2022-50

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Multiple Territories – Decatur Park District

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing multiple territories owned by the Decatur Park District be approved.

BACKGROUND:

The subject property is being annexed by agreement with the Park District.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Multiple Properties Decatur Park District	Ordinance
Annexation Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING MULTIPLE TERRITORIES
DECATUR PARK DISTRICT**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Decatur Park District requesting that there be annexed to the City territory described as:

Multiple Locations; See Exhibit 1

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of September 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

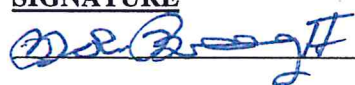
The undersigned, under oath, respectfully represent as follows:

1. That it is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as Multiple Locations, and legally described as follows:

SEE EXHIBIT 1

PIN # 04-12-05-200-010, 04-12-05-426-001, 04-12-05-477-001, 04-12-05-451-002

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	BOB KULLAY	57 Bellwood Ct Decatur IL 62521

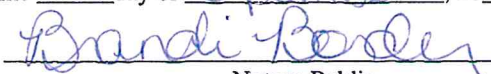
Signed and sworn to before me 2nd day of September, 20 22

Notary Public



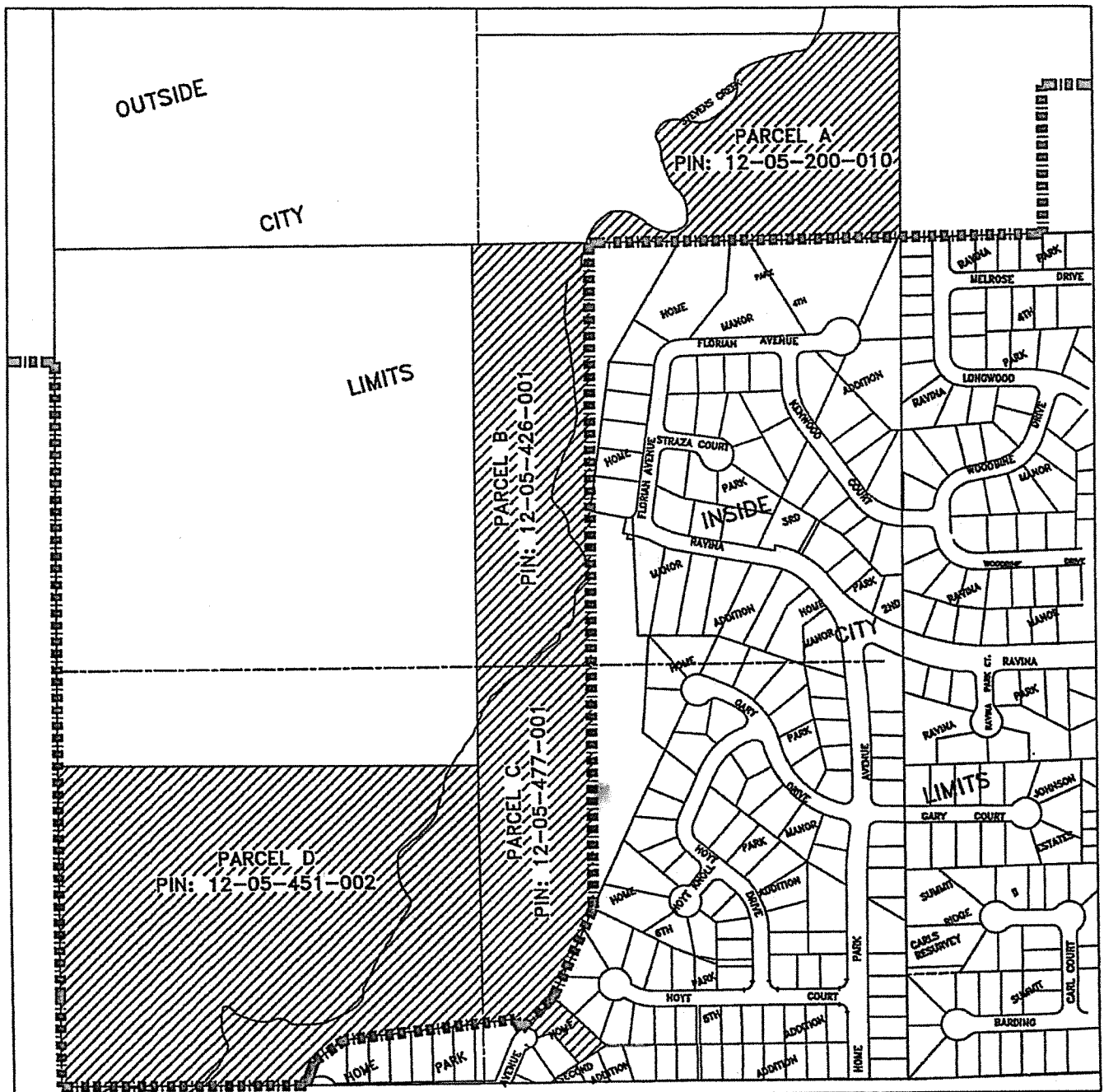
Exhibit 1

PARCEL A= THE SOUTH HALF (S ½) OF THE SOUTH EAST QUARTER (SE ¼) OF THE NORTH EAST QUARTER (NE ¼) OF SECTION FIVE (5), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN IN MACON COUNTY, ILLINOIS, LYING SOUTHEASTERLY OF THE CENTERLINE OF STEVENS CREEK.
PIN# 04-12-05-200-010

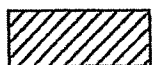
PARCEL B= ALL THAT PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M., LYING NORTH AND WEST OF HOME PARK MANOR, DECATUR, ILLINOIS; AND THE FOLLOWING DESCRIBED LINE BEGINNING AT THE NORTHWEST CORNER OF HOME PARK MANOR, DECATUR, ILLINOIS; THENCE WESTERLY 31.78 FEET ALONG THE NORTH LINE OF HOME PARK MANOR EXTENDING WESTERLY, THENCE DEFLECTING TO THE NORTH 87° 10' 40" FOR DISTANCE OF 315.00 FEET; THENCE DEFLECTING TO THE WEST 77° 30' 00" FOR A DISTANCE OF 32 FEET; THENCE DEFLECTING TO THE NORTH 90° 00' 00" FOR A DISTANCE OF 50.00 FEET; THENCE DEFLECTING TO THE WEST 90° 00' 00" FOR A DISTANCE OF 115.00 FEET; THENCE DEFLECTING TO THE NORTH 86° 30' 00" FOR A DISTANCE OF 470.00 FEET; THENCE DEFLECTING TO THE EAST 22° 34' 44" FOR A DISTANCE OF 426.02 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 5, SAID POINT BEING 696.35 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 5, ~~EXCEPT THERE FROM THE FOLLOWING DESCRIBED PREMISES:~~ BEGINNING AT A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT 6 OF HOME PARK MANOR 3RD ADDITION, AN ADDITION TO THE CITY OF DECATUR RECORDED IN BOOK 1575, PAGE 81 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID LOT 6 OF HOME PARK MANOR 3RD ADDITION, A DISTANCE OF 15.36 FEET; THENCE DEFLECTING IN AN ANGLE TO THE RIGHT OF 102° 30' 00" A DISTANCE OF 18.33 FEET; THENCE DEFLECTING IN AN ANGLE TO THE RIGHT OF 90° 00' 00" A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RAVINA PARK ROAD; THENCE DEFLECTING IN AN ANGLE TO THE RIGHT OF 90° 00' 00" ALONG THE SOUTH RIGHT OF WAY LINE OF RAVINA PARK ROAD A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. ALL SITUATED IN MACON COUNTY, ILLINOIS.
PIN# 04-12-05-426-001

PARCEL C= ALL THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M., LYING NORTH AND WEST OF HOME PARK 2ND ADDITION, HOME PARK 5TH ADDITION, HOME PARK 6TH ADDITION AND HOME PARK MANOR, ALL BEING ADDITIONS TO THE CITY OF DECATUR, ILLINOIS.
PIN# 04-12-05-477-001

PARCEL D= ALL THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M., EXCEPT THE NORTH 10 ACRES THEREOF LYING NORTH AND WEST OF HOME PARK 2ND ADDITION TO DECATUR.
PIN# 04-12-05-451-002



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR

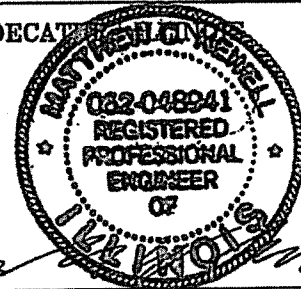
-  indicates territory annexed
-  indicates existing corporate limits
- 60.40 acres
- AREA 0.09437 sq. miles
- 0 lin. ft. of public road
- DECATUR township



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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2022

ORDINANCE NO: _____

DATE: _____

Park District Annexation Location Map



Legal Department

DATE: 9/1/2022

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Closing Portion of Alley between North Main and North Church Streets, and between West Prairie and West Main Streets.

SUMMARY RECOMMENDATION: It is recommended that the ordinance closing a portion of this alley be adopted.

BACKGROUND: The owners of the Lincoln Theater and the old YMCA have requested that the city close (not vacate) a portion of this alley as shown on the map in the packet materials. By not vacating the alley the city retains ownership, and can by council action re-open the alley when it believes it is in the best interests of the city to do so. Closing the alley is not only a security issue, it allows buses and trucks servicing the theater to do so without blocking the street.

ATTACHMENTS:

Description	Type
Ordinance closing portion of alley - North Main Street and North Church Street	Cover Memo

ORDINANCE NO. 22-_____

ORDINANCE CLOSING PORTION OF ALLEY
-NORTH MAIN STREET AND NORTH CHURCH STREET-

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

Section 1. That the portion of the alley located between North Main Street and North Church Street be, and the same is hereby, ordered closed per the description below and Exhibit

A:

A PART OF THE RIGHT OF WAY ALLEYWAY IN THE CITY BLOCK CONTAINED ON ITS NORTH BY WEST PRAIRIE AVENUE, ITS EAST BY NORTH MAIN STREET, ITS SOUTH BY WEST MAIN STREET, AND ITS WEST BY NORTH CHURCH STREET; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE RESURVEY OF BLOCK NO. 3 ORIGINAL TOWN OF DECATUR AS PER PLAT RECORDED IN BOOK 22 PG 403 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY ILLINOIS, THENCE EAST 152 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WEST PRAIRIE AVENUE TO THE NORTHEAST CORNER OF LOT 2 OF SAID RESURVEY; THENCE 80 FEET SOUTH ALONG THE WEST ALLEYWAY RIGHT OF WAY TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING LOCATED ON THE SOUTHEAST CORNER OF LOT 2 OF SAID RESURVEY; THENCE EAST 16 FEET TO THE OPPOSITE SIDE OF THE ALLEYWAY; THENCE SOUTH 157 FEET ALONG THE EAST ALLEYWAY RIGHT OF WAY, SAID POINT BEING LOCATED 83 FEET NORTH OF THE NORTH RIGHT OF WAY OF WEST MAIN STREET; THENCE 16 FEET WEST TO THE OPPOSITE SIDE OF THE ALLEYWAY; THENCE NORTH 157 FEET ALONG THE WEST ALLEYWAY RIGHT OF WAY TO THE POINT OF BEGINNING; TOTALING 2512 SQUARE FEET MORE OR LESS.

Section 2. That the City of Decatur or its designee be, and he is hereby, authorized and directed to cause barricades, fences and/or similar structures to be placed in such that access from said alley onto said street, as herein prohibited, is prevented, and that said officer is further authorized and directed to cause signs to be placed notifying the public of such closure.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of September,
2022.

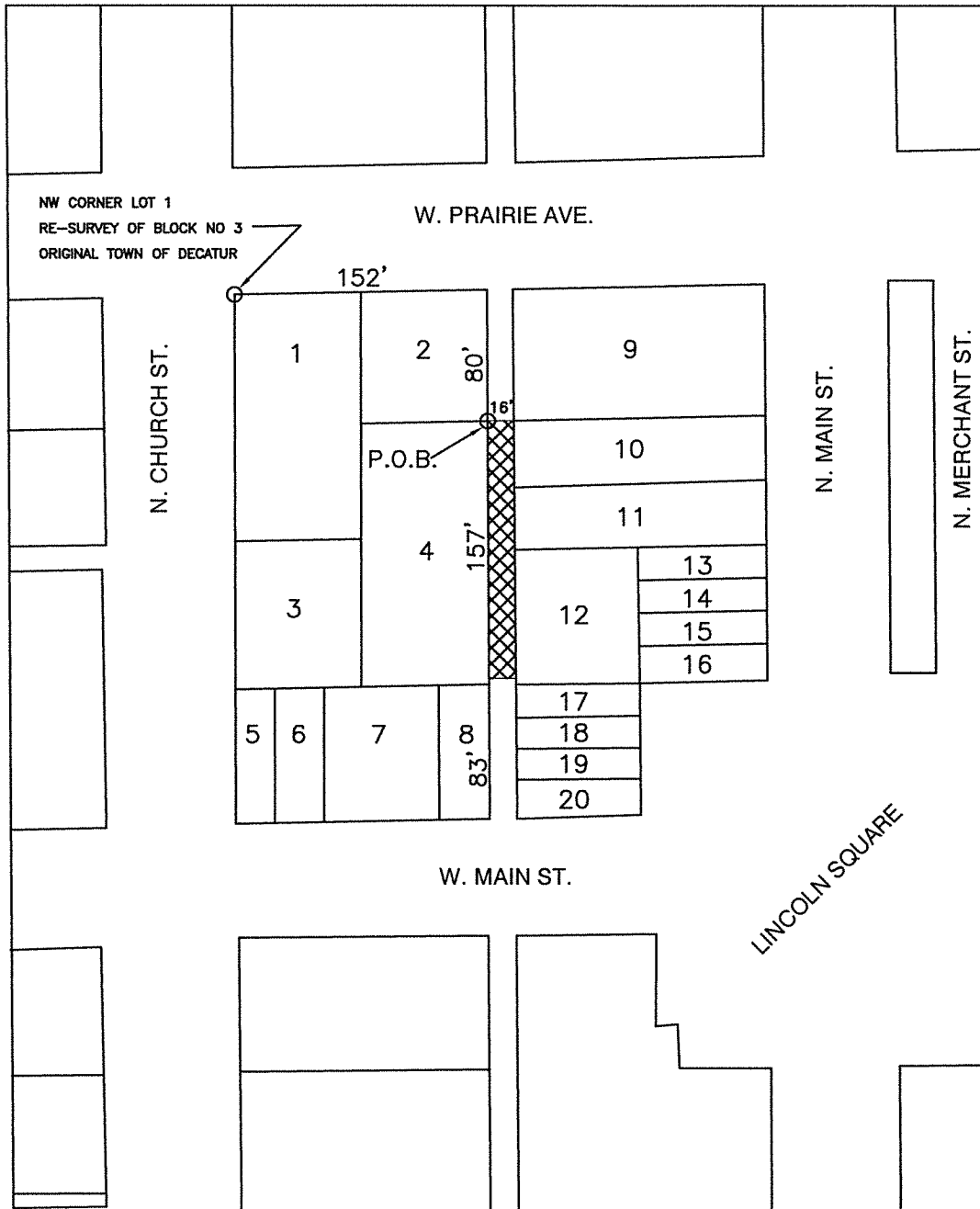
JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022

CITY CLERK



PLAT OF TERRITORY CLOSED BY THE CITY OF DECATUR, ILLINOIS
ALLEY BETWEEN 100 BLOCK N. CHURCH ST. AND 100 BLOCK N. MAIN ST.



indicates area closed

.0577

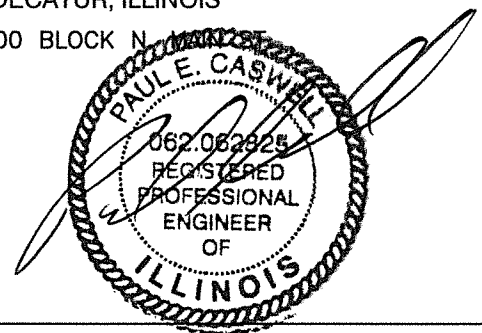
acres

DECATUR

township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____ Page 181 of 203

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

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Police Department

DATE: 8/21/2022

MEMO: 22-37

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: 2022 JAG Grant

SUMMARY RECOMMENDATION: It is the recommendation of staff that the council approve the certifications and assurances for acceptance of the 2022 Byrne Justice Assistance Grant (JAG) funds to address violent crime.

BACKGROUND:

The Decatur Police Department applied for up to \$36,081 in JAG Grant funding for the enforcement of laws associated with violent crimes and weapon offenses. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% and the Sheriff's Department is to receive 25% of the funds. It is a requirement of the grant that the City Council approve the certifications and assurances for acceptance of the funds, if awarded.

PRIOR COUNCIL ACTION: The JAG grant has been awarded to DPD numerous times in previous years.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Shane Brandel, 217-424-2745, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS:

Anticipate reimbursement for overtime for officers assigned to address violent crime and weapon offenses through September 30, 2025 or until funds are used, whichever comes first.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
Certification and Assurances	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Shane Brandel, Chief of Police
Subject: JAG Grant Solicitation Number O-BJA-2022-1713686

BRIEFING ITEM

RECOMMENDED ACTION:

It would be the recommendation of staff that the council approve the certifications and assurances for acceptance of the 2022 Byrne Justice Assistance Grant (JAG) funds to address Guns and Violent Crime.

BACKGROUND:

The Decatur Police Department applied for up to \$36,081 in JAG Grant funding for the enforcement of laws associated with violent crimes and weapon offenses. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% and the Sheriff's Department is to receive 25% of the funds. It is a requirement of the grant that the City Council approve the certifications and assurances for acceptance of the funds, if awarded.

The Decatur Police Department will be the administrator of the grant, thus all requests for reimbursement, including those requested by MCSO, are submitted by DPD. The City of Decatur will then receive all of the reimbursement funds, including those requested by MCSO. The City of Decatur then disburses the requested funds to MCSO.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING THE CERTIFICATIONS AND ACCEPTANCE OF
THE 2022 BYRNE JUSTICE ASSISTANCE GRANT**

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

Section 1. That the certifications and assurances presented to the City Council for acceptance of the 2022 JAG grant funds be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said certifications and assurances for acceptance of the 2022 JAG grant.

PRESENTED, PASSED, APPROVED, AND RECORDED this 6th day of September
2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Police Department

DATE: 8/21/2022

MEMO: 22-38

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Accept the Intergovernmental Agreement to share JAG Grant Solicitation Number O-BJA-2022-1713686 with the County of Macon.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the council approve the 2022 intergovernmental agreement for acceptance and distribution of JAG funds to address violent crime.

BACKGROUND: See Staff Report.

PRIOR COUNCIL ACTION: R2021-139

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Shane Brandel, 217-424-2745, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS:

Anticipate reimbursement for overtime for officers assigned to address violent crime through September 30, 2025 or until funds are used, whichever comes first.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
Interagency Agreement	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Shane Brandel, Chief of Police
Subject: Accept the Intergovernmental Agreement to share JAG Grant Solicitation
Number O-BJA-2022-1713686

BRIEFING ITEM

RECOMMENDED ACTION:

It would be the recommendation of staff that the council approve the 2022 intergovernmental agreement for acceptance and distribution of JAG funds to address violent crime.

BACKGROUND:

The Decatur Police Department applied for up to \$36,081 in JAG Grant funding for the enforcement of laws associated with violent crimes and weapon offenses. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% and the Sheriff's Department is to receive 25% of the funds.

The Decatur Police Department will be the administrator of the grant, thus all requests for reimbursement, including those requested by MCSO, are submitted by DPD. The City of Decatur will then receive all of the reimbursement funds, including those requested by MCSO. The City of Decatur then disburses the requested funds to MCSO. As such, an intergovernmental agreement between the City of Decatur and Macon County is being requested and presented.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past and the intergovernmental agreement between the two entities has been part of the administration of the grant.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF MACON AND THE CITY OF DECATUR
FOR DISTRIBUTION OF 2022 BYRNE JUSTICE ASSISTANCE GRANT**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the County of Macon regarding disbursement of JAG grant funds be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Intergovernmental Agreement between the City of Decatur and County of Macon.

PRESENTED, PASSED, APPROVED, AND RECORDED this 6th day of September
2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Grants.gov Solicitation Number: O-BJA-2022-1713686

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MACON

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 6th day of September, 2022, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY nine-thousand twenty dollars and 25 cents (\$9,020.25) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$9,020.25 of JAG funds.

Section 2.

The City agrees to use \$27,060.75 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By: _____

Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Building at 1440 N. Church

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Property to be Demolished	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-07

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: September 6, 2022

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Parkland Environmental for 1440 N Church.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The building at 1440 N Church was put out to bid, along with twenty other properties. This property crossed the threshold for council approval. The other twenty properties are: 1927 N Union, \$21,900, Parkland Environmental; 1135 E Whitmer, \$11,500.00, Hutchins Excavating; 441 S Maffit, \$15,700, Parkland Environmental; 837E Johns, \$17,629, JRH Services; 1636 E Hickory, \$14,377, Steve’s Trucking; 1467 N Charles, \$8,500, Hutchins Excavating; 920 E Garfield, \$13,200, Hutchins Excavating; 1428 E Hickory, \$13,400, JRH Services; 322 S Jasper, \$11,722, JRH Services; 1805 E Johns, \$14,150, JRH Services; 420 W King, \$16,300, JRH Services; 705 W Leafland, \$10,883, Steve’s Trucking; 807 W Leafland, \$16,922, Parkland Environmental; 2420 E Locust, \$12,758, JRH Services; 1329 E Logan, \$11,854, JRH Services; 2417 E North, \$12,330, Parkland Environmental; 405 E Olive, \$14,200, Parkland Environmental; 898 W Sawyer, \$11,340, Steve’s Trucking; 357 E Stuart, \$19,430, JRH Services, 1601 E William, \$14,900, Parkland Environmental

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL FOR
THE DEMOLITION OF VACANT BUILDING AT 1440 N CHURCH

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1440 N Church, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental in the amount of \$23,500.00 for 1440 N Church be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental for their total bid price of \$23,500.00.

PRESENTED and ADOPTED this 6th day of September 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Property- 1440 N Church		Parkland Environmental Springfield, IL	Hutchins Excavating Decatur, IL	JRH Services Decatur, IL	JIMAX Demolition Peoria, IL	Steve's Trucking Decatur, IL	S. Shafer Excavating Pontoon Beach, IL
Bid Date: 8/9/2022							
Time: 10:00 a.m.							
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition of Property-						
	1440 N Church						
	Demolition	\$13,000.00	\$17,500.00	\$12,000.00	\$13,702.68	\$19,955.00	\$19,500.00
	Asbestos Cost	\$10,000.00	\$10,000.00	\$16,250.00	\$19,090.00	\$16,000.00	\$17,000.00
	Plumbing Cost	\$500.00		\$500.00	\$1,125.00	\$500.00	\$1,600.00
TOTAL		\$23,500.00	\$27,500.00	\$28,750.00	\$33,917.68	\$36,455.00	\$38,100.00

No bid:

Dary Burnett Concrete

Lourash & Mahannah Excavation

O'Shea Builders

Clancy Coleman Excavating

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Building at 1927 N. Union

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Property to be Demolished	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: September 6, 2022

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Parkland Environmental for 1927 N Union.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The building at 1927 N Union was put out to bid, along with twenty other properties. This property crossed the threshold for council approval. The other twenty properties are: 1440 N Church, \$23,500, Parkland Environmental; 1135 E Whitmer, \$11,500.00, Hutchins Excavating; 441 S Maffit, \$15,700, Parkland Environmental; 837E Johns, \$17,629, JRH Services; 1636 E Hickory, \$14,377, Steve’s Trucking; 1467 N Charles, \$8,500, Hutchins Excavating; 920 E Garfield, \$13,200, Hutchins Excavating; 1428 E Hickory, \$13,400, JRH Services; 322 S Jasper, \$11,722, JRH Services; 1805 E Johns, \$14,150, JRH Services; 420 W King, \$16,300, JRH Services; 705 W Leafland, \$10,883, Steve’s Trucking; 807 W Leafland, \$16,922, Parkland Environmental; 2420 E Locust, \$12,758, JRH Services; 1329 E Logan, \$11,854, JRH Services; 2417 E North, \$12,330, Parkland Environmental; 405 E Olive, \$14,200, Parkland Environmental; 898 W Sawyer, \$11,340, Steve’s Trucking; 357 E Stuart, \$19,430, JRH Services, 1601 E William, \$14,900, Parkland Environmental

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL FOR
THE DEMOLITION OF VACANT BUILDING AT 1927 N UNION

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1927 N Union, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental in the amount of \$21,900.00 for 1927 N Union be hereby accepted, and a purchase orders awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental for their total bid price of \$21,900.00.

PRESENTED and ADOPTED this 6th day of September 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Property- 1927 N Union		Parkland Environmental Springfield, IL	Hutchins Excavating Decatur, IL	JRH Services Decatur, IL	JIMAX Demolition Peoria, IL	Clancy Coleman Excavating Pana, IL	Steve's Trucking Decatur, IL	S. Shafer Excavating Pontoon Beach, IL
Bid Date: 8/9/2022								
Time: 10:00 a.m.								
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition of Property-							
	1927 N Union							
	Demolition	\$12,000.00	\$18,000.00	\$11,815.00	\$11,663.38	\$33,700.00	\$18,445.00	\$17,800.00
	Asbestos Cost	\$9,400.00	\$9,400.00	\$15,300.00	\$17,480.00		\$15,200.00	\$16,200.00
	Plumbing Cost	\$500.00		\$500.00	\$1,870.00		\$500.00	\$1,800.00
	TOTAL	\$21,900.00	\$27,400.00	\$27,615.00	\$31,013.38	\$33,700.00	\$34,145.00	\$35,800.00

No bid: Dary Burnett Concrete
Lourash & Mahannah Excavation
O'Shea Builders

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes of July 12, 2022	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
July 12, 2022

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Sarah Creek
COMMISSIONER Sheri Hagen
COMMISSIONER Tony Wilkins
COMMISSIONER Todd Ray
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Lori Gruen
DIRECTOR OF HUMAN RESOURCES French Wilson
ABSENT: ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Spain called the meeting to order at 11:31 a.m.

Roll Call

Five out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the June 07, 2022, regular meeting were presented. Commissioner Ray moved that the June 07, 2022, regular meeting minutes be approved, seconded by Commissioner Hagen and upon call of the roll, Commissioners Wilkins, Hagen, Ray, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Wilkins moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees, seconded by Commissioner Ray and upon call of the roll, Commissioners Ray, Hagen, Wilkins, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

July 12, 2022

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Commissioner Hagen moved to return to Open Session, seconded by Vice Chair Creek, and upon call of the roll, Commissioners Wilkins, Ray, Hagen, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Engineering Technician I, Commissioner Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Hagen, Ray, Wilkins, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Hagen, Ray, Wilkins, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Water Plant Operator I, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Ray, Wilkins, Hagen, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Promotional Register for Water Plant Operator III, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Hagen, Ray, Wilkins, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Job Announcement & Establish Eligible Register for Maintenance Technician I, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Wilkins, Ray,

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

July 12, 2022

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Hagen, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

D. Authorization Request to Approve Job Announcement & Establish Eligible Register for Housing Rehabilitation Specialist, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Hagen, Ray, Wilkins, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

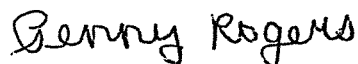
E. Receiving and Filing of Personnel Actions

Commissioner Ray moved that the appointments, promotion, commendations, oral reprimand, civil service status, requests for leave, resignation and retirements be received, placed on file, and approved, seconded by Vice Chair Creek, and upon call of the roll, Commissioners Wilkins, Hagen, Ray, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Ray moved to adjourn the meeting, seconded by Commissioner Wilkins and upon call of the roll, Commissioners Hagen, Ray, Wilkins, Vice Chair Creek and Chair Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 12:05 p.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary