

DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION AGENDA

Special Open Session Meeting
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, IL 62523

February 22, 2023
4:00 PM Special Open Session Meeting
Closed Session Immediately Following
6:00 PM Open Session Reconvened

Legend: AI = Action Item DI = Discussion Item IO = Information Only

Strategic Plan Mission:

The mission of Decatur Public Schools, the destination district of our community, is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society through learning experiences distinguished by:

- *commitment to the whole person resulting in student growth and confidence*
- *relevant, innovative, personalized academic pathways that promote passion and pride*
- *a learning environment that fosters curiosity and the thirst for achievement and discovery*
- *a culture of diversity, adaptability, and resilience*
- *meaningful and lasting relationships*
- *extraordinary school and community connections*

The Board of Education Parameters that Guide Our Work:

- We will make decisions in the best interest of all students.
- We will treat all people with dignity and respect.
- We will seek input and collaboration throughout our diverse community.
- We will practice responsible stewardship of all our resources.

AI 1.0 CALL TO ORDER – CALL FOR EXECUTIVE SESSION

The Board of Education will meet in Closed Executive Session to conduct student suspension review hearing, a student discipline hearing and an employee discipline hearing, and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees.

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA FEBRUARY 22, 2023

AI 4.0 ROLL CALL ACTION ITEM

- A. Vote on a Student Suspension Review
- B. Vote on a Potential Student 2223-003 Expulsion
- C. Possible Discipline and/or Dismissal of a School Security Guard/Officer

- D. Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and Decatur Public School District 61 regarding High School Students Use and Transit Fares
- E. Option for the City of Decatur to Purchase Garfield/Durfee School for Future Development

IO 5.0 PUBLIC PARTICIPATION

- Identify oneself and be brief.
- Comments should be limited to 3 minutes.
- Any public comments submitted to the Board Secretary will be included in the record.

DI 6.0 BOARD DISCUSSION

IO 7.0 IMPORTANT DATES

- March** 06 Casimir Pulaski Holiday – **SCHOOL IS IN SESSION**
- 10 Parent/Teacher Conferences **NO SCHOOL FOR STUDENTS**
- 13 – 17 Spring Break Week
 - **NO School for Students and District Offices are Open**

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, February 28, 2023 at the Keil Administration Building.

AI 8.0 ADJOURNMENT

RESOLUTION NO. R2023-13

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR AND DECATUR PUBLIC SCHOOL DISTRICT
#61 REGARDING HIGH SCHOOL STUDENT USE AND TRANSIT FARES**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council, between the City of Decatur and Decatur Public School District #61, 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 Intergovernmental Agreement on behalf of the City.

PRESENTED AND ADOPTED this 6th day of February 2023.



Julie Moore Wolfe, Mayor

ATTEST:



Kim Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,
ILLINOIS AND DECATUR PUBLIC SCHOOLS, DISTRICT 61 REGARDING HIGH
SCHOOL STUDENT USE AND TRANSIT FARES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement"), entered into between the Board of Education of Decatur Public School District No. 61 (hereinafter "District"), and the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter "City");

WHEREAS, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter "transit system") operating in the City; and,

WHEREAS, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

WHEREAS, the District is the public school district and educational authority for those eligible students in the City; and,

WHEREAS, the District provides transportation through various methods including use of the transit system for its students for attendance at various schools including, but not limited to, Eisenhower High School and MacArthur High School (hereinafter "high school students"); and

WHEREAS, the high school students of the District are in need of transportation through the transit system at times other than for school attendance and for purposes other than school attendance; and,

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the use of the transit system by the District's high school students and fare charges for the same and the parties wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

3. **District Obligations.** District agrees to pay to the City the sum of Ten Thousand Dollars (\$10,000) as a pro-rated amount for the initial term of this Agreement and pay to the City the sum of Thirty-Five Thousand Dollars (\$35,000) for the term beginning July 1, 2023 and ending June 30, 2024. For each successive term thereafter, the amount due shall be increased by 2.5% or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding July 1 to June 30 time period beginning July 1, 2024 whichever is greater.

4. **City Obligations.** The City shall permit the District's high school students with a current valid District ID to use the transit system at all times the transit system is in operation without payment by the individual high school student so long as the current valid District ID is presented while using the transit system.

5. **Term.** This Agreement shall initially be for the period beginning March 1, 2023 and terminating June 30, 2023 and shall thereafter automatically renew for successive annual terms of July 1 to June 30 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

6. **Time of Payment.** Payment to the City of the amount due under the initial term of this Agreement shall be due and payable by the District no later than April 15, 2023. Payment to the City of the amounts due under the successive terms of this Agreement shall be paid in two installments with 50% of the amount being due by the District no later than August 15 and the final payment being due by the District no later than April 15 of each year.

7. **Severability.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

9. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

10. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

City of Decatur
Attn: City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

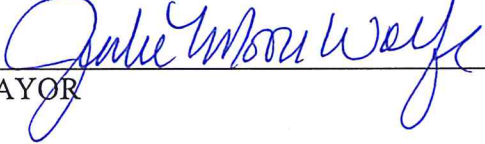
Decatur Public School District 61
Attn: Superintendent
101 W. Cerro Gordo Street
Decatur, IL 62523

11. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

12. **Termination.** This Agreement may be terminated by either party if the non-terminating party is in default of the terms of this Agreement or for the convenience of the party by giving the non-terminating party notice to the other no later than March 1 of the year prior to the expiration of the annual term.

DATED at Decatur, Illinois, this _____ day of _____, 2023.

CITY OF DECATUR, ILLINOIS


MAYOR


CITY CLERK

DECATUR PUBLIC SCHOOLS, DISTRICT 61

BOARD PRESIDENT

SECRETARY TO THE BOARD

OFFICE OF THE CITY MANAGER

DATE: February 6, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 Regarding Student Bus Fares

RECOMMENDATION: The attached Resolution allows for the City of Decatur to execute an IGA with DPS 61 for a yearly payment for student fares.

BACKGROUND: Currently there is a Youth Fare of \$.80 for children ages 5 through 18. Decatur Public School District pays the youth fare to provide tickets to the high school students that allow them to ride the City buses to and from school. The Department of Transportation & Facilities proposes an intergovernmental agreement with Decatur Public School District that would allow all DPS 61 high school children to travel anytime on City of Decatur buses, with no restrictions, as long as they have a valid DPS 61 school ID. Bus drivers have had difficulty in the past with high school children trying to use the passes outside of school arrival and departure times. Allowing high school students autonomy to travel when they need it will begin to eliminate unnecessary barriers to transportation. This change would eliminate the ticket and fare system for all DPS61 high school students. The fare will instead be paid by DPS 61 through the IGA with a biannual payment.

This change would simplify the fare structure making it easier for high school passengers, staff, and bus drivers. By eliminating the DPS 61 student ticket restrictions high school passengers may be encouraged to ride the bus for more than just trips to school. High school passengers will be able to use City transportation for access to extracurricular activities, employment, appointments, etc. The proposed change is projected to increase ridership and have no noticeable effect on transit revenues since DPS 61 will continue to pay for high school students to ride through the IGA. The change in fares is contingent upon both parties signing the attached IGA.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217.450.2323 or jkindseth@decaturil.gov, Lacie Elzy at 217.542.3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the IGA between City of Decatur and DPS 61 for high school student fare change, with no significant change in revenue.

OPTION

KNOW ALL MEN BY THESE PRESENTS, that, the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOL DISTRICT NO. 61 ("District", "Seller" or "Owners"), for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, One Gary K. Anderson Plaza, Decatur, Illinois, ("City" or "Buyer"), does hereby agree to hold until the 30th day of December 2022, at 5:00 P.M., and not to convey to anyone other than the City, alienate or otherwise encumber, time being of the essence and an important part of this Option, subject to the order of the said City, or its assigns, the following described real estate:

The West ½ of the SW ¼ (Exc. The North 30 feet for Street and W 30 feet for Street) of Lots 3 & 4; A tract measuring 611.7 feet X 610.83 feet. PIN Number 04-12-10-301-001.gSituating in Macon County, Illinois. ("Premises"), (legal description on Seller's title to govern).

commonly known as 1077 W. Grand St., Decatur, IL ("Premises") and to transfer the same Premises at any time, within the time above described, to said City, or such person or persons as it may direct, by a good and sufficient Deed, with release of all homestead and dower rights at and for the price of One Dollar and No Cents (\$1.00), good and lawful money of the United States of America, payable on the following terms:

1. The full purchase price for the premises shall be due and paid in full on delivery of the Deed to the Premises. City shall be given credit against the purchase price for the money paid to obtain this Option.

1.1 **Deed of Conveyance.** Upon exercise of the Option, at closing, Seller shall furnish a duly executed Quit Claim Deed to the real estate, subject only to the exceptions to title provided in paragraph 5 below, sufficient in form to transfer good and merchantable title to the real estate to Buyer.

2. The Owners grant the City the right to go onto the Premises to survey and make any necessary engineering, environmental or other tests. The City shall notify the Owners in advance of any inspections and schedule such inspections at times that are mutually agreeable to the parties. A representative of the Owners shall be entitled to observe any inspections. The City shall indemnify the Owners from any and all costs and damages in connection with such inspections.

3. A Memorandum of Option in the form attached as Exhibit A shall be executed by the parties and may be recorded by either party with the Macon County Recorder of Deeds at the City's expense. In the event a Memorandum of Option is recorded and this

Option expires unexercised, the City shall, upon request by the Owners, execute and deliver to the Owners a recordable Quit Claim Deed to the Premises or any other instrument reasonably requested by the Owners to evidence the release of the City's interest in the Premises.

4. In the event the City shall decide to purchase the Premises at the above price and terms within the same time, then, and in that case, the said amount paid for this Option shall be credited upon the said purchase price, but in the event the City does not conclude the purchase of the Premises within the time prescribed, then, and in that case, the said amount paid for this Option shall be retained by the Owners in full satisfaction for holding the property subject to the order for the said time.

5. Title Insurance. (a). Within thirty (30) days after the exercise of the Option by Buyer, Seller shall deliver as evidence of title a Commitment for Title Insurance, with searches for special assessments and financing statements, issued by a title insurance company regularly doing business in the county within which the real estate is located, committing the company to issue a policy in the usual form, insuring title to the real estate in Buyer, for the amount of the purchase price set forth above and subject only to the permissible exceptions listed below. Prior to closing, Buyer may order such date-down search, at their own cost, as they choose.

(b). Permissible exceptions to title shall include only the lien of current general taxes; zoning laws and building ordinances not violated by the current use of the Property; easements of record, which do not underlie the improvements and do not adversely affect Buyers' peaceful enjoyment of the Property as a single-family residence; covenants, set backs and restrictions of record which are not violated by the present use of the Property; rights of the public, the State of Illinois, the County and the Township in and to any part of the premises taken, used or dedicated for roads or highways; rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes; rights of any drainage district of which the property is a part to assess the property from time to time; existing mortgages, if any, which shall be removed by Seller at or prior to closing; and any other standard exceptions customarily included in title insurance policies issued in the county within which the real estate is located.

(c). Buyer shall point out in writing to Seller within five (5) days after receipt of the evidence of title, any objection which Buyer may have thereto, and unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by Buyer, unless a date-down search prior to closing discloses additional unpermitted exceptions to which Buyer object by written notice to Seller. Seller shall have a reasonable time to cure any objection and shall use due diligence and good faith in attempting to cure the same. If Seller is unable to cure any such objection and are unable to procure a title policy insuring over such objection, then Buyer shall have the option of terminating this Agreement, in which case Buyer shall be entitled to the return of the Option Fee paid by them, without interest, or accepting title to the real estate subject to said objections, without a reduction in purchase price, in which case such objections shall be deemed permissible exceptions to title.

(d). **The evidence of title, including the cost of an owner's policy of title insurance in the full amount of the purchase price, issued by the company making the title insurance commitment, shall be at the sole expense of Buyer, and** Buyer shall pay the Buyer's customary search charges in connection with the issuance of the title policy and for any date-down searches ordered by Buyer. Buyer shall also pay the cost of any mortgage policy of title insurance and endorsements required by Buyer's lender, if any.

6. Notice of election to exercise this Option herein granted shall be given by the City to the Owners at any time before the date and time stated above and shall be deemed given on the date on which service is personally made on the Owners, or when such notice is deposited in the U.S. Mail, at Decatur, Illinois, addressed as below, mailed first class with postage prepaid.

7. In case there should be any delay in perfecting the title to the Premises for more than ten (10) days after notice of the election of the City to purchase the Premises, then, and in that case, the City reserves the right to cancel this Option and receive back the consideration therefor, or to extend the time until the said title is perfected, in which case this Option shall remain in full force and effect until title is perfected.

8. **Condition of Property.** City acknowledges that it has inspected the real estate and improvements located thereon, that it is acquainted with the condition thereof, and that it accepts the same in their present condition without reliance upon any oral representation or warranties by Owner, which are hereby expressly disclaimed by Owner, except as otherwise noted herein. The real estate, improvements and contents are sold "As Is". **OWNER DISCLAIMS ALL WARRANTIES OF CONDITION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR PURPOSE OR HABITABILITY, AND SELL THE REAL ESTATE AND IMPROVEMENTS IN "AS IS" CONDITION.**

8.1 The Owners agree that during the term of this Option, it shall not approve, consent to or allow any of the following regarding the Premises without the prior written consent of the City:

- (i) Any lease affecting all of any portion of the Premises, unless such lease is terminable at any time during its term on 25 or fewer days notice.
- (ii) Any grant, sale, transfer or other conveyance of all or any portion of the Premises, or any interest in the Premises, including but not limited to any grant of an easement.
- (iii) Any mortgage, lien or other encumbrance (except those existing as of the date of this Option) of all or any portion of the Premises, unless such document expressly states, without reservation, that it is in all respects subordinate and subject to the interest of the City hereunder.

Exhibit "A"

9. The Owners agree that during the term of this Option, it shall continue to maintain Premises and keep Premises secure, but nothing in this paragraph shall limit the condition of the premises set forth in Paragraph 8 above.

10. In the event the City shall decide to purchase the Premises at the above price and terms within the same time, City agrees that it will adopt an Ordinance Authorizing Acceptance of the Premises For a Public Purpose in compliance with the Local Governmental Transfer Act 50 ILCS 605/1 et. seq.

11. If the City elects to exercise this option, upon closing the premises shall be vacated no later than seven (7) days after closing date. The City shall bear no liability for the loss or damage of the property, the structure located thereon and/or the contents due to fire, flood, natural disaster, war or other force majeure event not caused by the City, its agents or assigns.

12. **Assignability.** This Option Agreement may not be assigned by the City.

DATED at Decatur, Illinois, this 8th day of February, 2022.

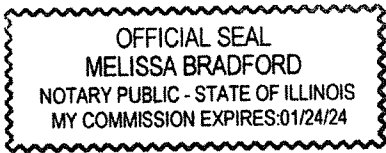
BOARD OF EDUCATION OF DECATUR
PUBLIC SCHOOL DISTRICT NO. 61

BY: 

ADDRESS FOR SERVICE OF NOTICE:
Decatur Public School District 61
Superintendent
101 W. Cerro Gordo St.
Decatur, IL 62523

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Melissa Bradford, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAN OAKES, personally known to me to be the same person, whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.



GIVEN under my hand and notarial seal this 8th day of February, 2022.

[Signature]
Notary Public

CITY OF DECATUR, ILLINOIS,

ADDRESS FOR NOTICE:
City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

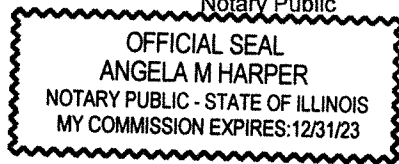
BY: [Signature]
Scot Wrighton, City Manager

STATE OF ILLINOIS)
COUNTY OF MACON }

I, Angela Harper, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SCOT WRIGHTON, CITY OF DECATUR CITY MANAGER, personally known to me to be the same person, whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of February, 2022.

[Signature]
Notary Public



MEMORANDUM OF OPTION TO PURCHASE

THIS MEMORANDUM WITNESSETH that BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOL DISTRICT NO. 61 as SELLERS and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, as BUYER, have entered into an Option for the sale and purchase of the following described premises situated in Macon County, Illinois, to-wit:


The West ½ of the SW ¼ (Exc. The North 30 feet for Street and W 30 feet for Street) of Lots 3 & 4; A tract measuring 611.7 feet X 610.83 feet. PIN Number 04-12-10-301-001. Situated in Macon County, Illinois. ("Premises"),

Commonly known as 1077 W. Grand St., Decatur, IL. Said Option is dated 8th day of February, 2022, for a term from said date and terminating December 30, 2022 and has been signed by the Parties. Buyer shall have the right to purchase said premises during the said term under the provisions of the Option. Seller and Buyer acknowledge that if said term has expired and notice to exercise the Option has not been provided as per the Option, it shall constitute conclusive evidence of the cancellation of the Agreement and release of the Buyer's then interest in the premises to the Seller.

Dated this 8th day of February, 2022.

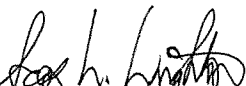
SELLERS:

BOARD OF EDUCATION OF DECATUR
PUBLIC SCHOOL DISTRICT NO. 61

BY: 
Dan Oakes, Board President

BUYER:

CITY OF DECATUR, ILLINOIS

BY: 
Scot Wrighton, City Manager

OPTION

KNOW ALL MEN BY THESE PRESENTS, that, the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOL DISTRICT NO. 61 ("District", "Seller" or "Owners"), for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, One Gary K. Anderson Plaza, Decatur, Illinois, ("City" or "Buyer"), does hereby agree to hold until the 30th day of December 2023, at 5:00 P.M., and not to convey to anyone other than the City, alienate or otherwise encumber, time being of the essence and an important part of this Option, subject to the order of the said City, or its assigns, the following described real estate:

The West ½ of the SW ¼ (Exe. The North 30 feet for Street and W 30 feet for Street) of Lots 3 & 4; A tract measuring 611.7 feet X 610.83 feet. PIN Number 04-12-10-301-001.gSituating in Macon County, Illinois. ("Premises"), (legal description on Seller's title to govern).

commonly known as 1077 W. Grand St., Decatur, IL ("Premises") and to transfer the same Premises at any time, within the time above described, to said City, or such person or persons as it may direct, by a good and sufficient Deed, with release of all homestead and dower rights at and for the price of One Dollar and No Cents (\$1.00), good and lawful money of the United States of America, payable on the following terms:

1. The full purchase price for the premises shall be due and paid in full on delivery of the Deed to the Premises. City shall be given credit against the purchase price for the money paid to obtain this Option.

1.1 **Deed of Conveyance.** Upon exercise of the Option, at closing, Seller shall furnish a duly executed Quit Claim Deed to the real estate, subject only to the exceptions to title provided in paragraph 5 below, sufficient in form to transfer good and merchantable title to the real estate to Buyer.

2. The Owners grant the City the right to go onto the Premises to survey and make any necessary engineering, environmental or other tests. The City shall notify the Owners in advance of any inspections and schedule such inspections at times that are mutually agreeable to the parties. A representative of the Owners shall be entitled to observe any inspections. The City shall indemnify the Owners from any and all costs and damages in connection with such inspections.

3. A Memorandum of Option in the form attached as Exhibit A shall be executed by the parties and may be recorded by either party with the Macon County Recorder of Deeds at the City's expense. In the event a Memorandum of Option is recorded and this Option expires unexercised, the City shall, upon request by the Owners, execute and deliver to the Owners a recordable Quit Claim Deed to the Premises or any other instrument reasonably requested by the Owners to evidence the release of the City's interest in the Premises.

4. In the event the City shall decide to purchase the Premises at the above price and terms within the same time, then, and in that case, the said amount paid for this Option shall be credited upon the said purchase price, but in the event the City does not conclude the purchase of the Premises within the time prescribed, then, and in that case, the said amount paid for this Option shall be retained by the Owners in full satisfaction for holding the property subject to the order for the said time.

5. **Title Insurance.** (a). Within thirty (30) days after the exercise of the Option by Buyer, Seller shall deliver as evidence of title a Commitment for Title Insurance, with searches for special assessments and financing statements, issued by a title insurance company regularly doing business in the county within which the real estate is located, committing the company to issue a policy in the usual form, insuring title to the real estate in Buyer, for the amount of the purchase price set forth above and subject only to the permissible exceptions listed below. Prior to closing, Buyer may order such date-down search, at their own cost, as they choose.

(b). Permissible exceptions to title shall include only the lien of current general taxes; zoning laws and building ordinances not violated by the current use of the Property; easements of record, which do not underlie the improvements and do not adversely affect Buyers' peaceful enjoyment of the Property as a single-family residence; covenants, set backs and restrictions of record which are not violated by the present use of the Property; rights of the public, the State of Illinois, the County and the Township in and to any part of the premises taken, used or dedicated for roads or highways; rights of way for drainage ditches, drain tiles, feeders, laterals an

(c). d underground pipes; rights of any drainage district of which the property is a part to assess the property from time to time; existing mortgages, if any, which shall be removed by Seller at or prior to closing; and any other standard exceptions customarily included in title insurance policies issued in the county within which the real estate is located.

(d). Buyer shall point out in writing to Seller within five (5) days after receipt of the evidence of title, any objection which Buyer may have thereto, and unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by Buyer, unless a date-down search prior to closing discloses additional unpermitted exceptions to which Buyer object by written notice to Seller. Seller shall have a reasonable time to cure any objection and shall use due diligence and good faith in attempting to cure the same. If Seller is unable to cure any such objection and are unable to procure a title policy insuring over such objection, then Buyer shall have the option of terminating this Agreement, in which case Buyer shall be entitled to the return of the Option Fee paid by them, without interest, or accepting title to the real estate subject to said objections, without a reduction in purchase price, in which case such objections shall be deemed permissible exceptions to title.

(e). **The evidence of title, including the cost of an owner's policy of title insurance in the full amount of the purchase price, issued by the company making the title insurance commitment, shall be at the sole expense of Buyer, and Buyer shall pay the Buyer's customary search charges in connection with the issuance of the title policy and for any date-down searches ordered by Buyer. Buyer shall also pay the cost of any mortgage policy of title insurance and endorsements required by Buyer's lender, if any.**

6. Notice of election to exercise this Option herein granted shall be given by the City to the Owners at any time before the date and time stated above and shall be

deemed given on the date on which service is personally made on the Owners, or when such notice is deposited in the U.S. Mail, at Decatur, Illinois, addressed as below, mailed first class with postage prepaid.

7. In case there should be any delay in perfecting the title to the Premises for more than ten (10) days after notice of the election of the City to purchase the Premises, then, and in that case, the City reserves the right to cancel this Option and receive back the consideration therefor, or to extend the time until the said title is perfected, in which case this Option shall remain in full force and effect until title is perfected.

8. **Condition of Property.** City acknowledges that it has inspected the real estate and improvements located thereon, that it is acquainted with the condition thereof, and that it accepts the same in their present condition without reliance upon any oral representation or warranties by Owner, which are hereby expressly disclaimed by Owner, except as otherwise noted herein. The real estate, improvements and contents are sold "As Is". **OWNER DISCLAIMS ALL WARRANTIES OF CONDITION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR PURPOSE OR HABITABILITY, AND SELL THE REAL ESTATE AND IMPROVEMENTS IN "AS IS" CONDITION.**

8.1 The Owners agree that during the term of this Option, it shall not approve, consent to or allow any of the following regarding the Premises without the prior written consent of the City:

- (i) Any lease affecting all of any portion of the Premises, unless such lease is terminable at any time during its term on 25 or fewer days notice.
- (ii) Any grant, sale, transfer or other conveyance of all or any portion of the Premises, or any interest in the Premises, including but not limited to any grant of an easement.
- (iii) Any mortgage, lien or other encumbrance (except those existing as of the date of this Option) of all or any portion of the Premises, unless such document expressly states, without reservation, that it is in all respects subordinate and subject to the interest of the City hereunder.

9. The Owners agree that during the term of this Option, it shall continue to maintain Premises and keep Premises secure, but nothing in this paragraph shall limit the condition of the premises set forth in Paragraph 8 above.

10. In the event the City shall decide to purchase the Premises at the above price and terms within the same time, City agrees that it will adopt an Ordinance Authorizing Acceptance of the Premises For a Public Purpose in compliance with the Local Governmental Transfer Act 50 ILCS 605/1 et. seq.

11. If the City elects to exercise this option, upon closing the premises shall be vacated no later than seven (7) days after closing date. The City shall bear no liability for the loss or damage of the property, the structure located thereon and/or the contents due to fire, flood, natural disaster, war or other force majeure event not caused by the City, its agents or assigns.

12. **Assignability.** This Option Agreement may not be assigned by the City.

DATED at Decatur, Illinois, this ____ day of _____, 2023.

BOARD OF EDUCATION OF DECATUR PUBLIC
SCHOOL DISTRICT NO. 61

By: _____

ADDRESS FOR SERVICE OF NOTICE:

Decatur Public School District 61
Superintendent
101 W. Cerro Gordo St.
Decatur, IL 62523

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT _____ personally known to me to be the same
person, whose name is subscribed to the foregoing instrument as such, appeared before me this
day in person and acknowledged that he signed and delivered the said instrument as his own free
and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2023

Notary Public

GIVEN under my hand and notarial seal this ____ day of _____, 2023

Notary Public

ADDRESS FOR NOTICE:
City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

CITY OF DECATUR, ILLINOIS,

By: _____
Scot Wrighton, City Manager

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT _____ personally known to me to be the same
person, whose name is subscribed to the foregoing instrument as such, appeared before me this
day in person and acknowledged that he signed and delivered the said instrument as his own
free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2023

Notary Public

Exhibit "A"

MEMORANDUM OF OPTION TO PURCHASE

THIS MEMORANDUM WITNESSETH that BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOL DISTRICT NO. 61 as SELLERS and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, as BUYER, have entered into an Option for the sale and purchase of the following described premises situated in Macon County, Illinois, to-wit:

The West ½ of the SW ¼ (Exe. The North 30 feet for Street and W 30 feet for Street) of Lots 3 & 4; A tract measuring 611.7 feet X 610.83 feet. PIN Number 04-12-10-301-001. Situated in Macon County, Illinois. ("Premises"),

Commonly known as 1077 W. Grand St, Decatur, IL. Said option is date ____ day of _____, 2023, for a term from said date and terminating December 31, 2023 and has been signed by the Parties. Buyer shall have the right to purchase said premises during the said term under the provisions of the Option. Seller and Buyer acknowledge that if said term has expired and notice to exercise the Option has not been provided as per the Option, it shall constitute conclusive evidence of the cancellation of the Agreement and release the Buyer's then interest in the premises to the Seller.

Dated this ____ day of _____, 2023

SELLERS:
BOARD OF EDUCATION OF DECATUR
PUBLIC SCHOOL DISTRICT NO. 61

BUYER:
CITY OF DECATUR, ILLINOIS

BY: _____
Dan Oakes, Board President

BY: _____
Scot Wrighton, City Manager