

**AGENDA**  
**MACON COUNTY BOARD MEETING**  
**January 11, 2024, 6:00 P.M.**  
**141 SOUTH MAIN, ROOM 514**  
**DECATUR, ILLINOIS**

Caucus meetings will begin at 5:30 p.m. – NOTE that caucus meetings will not be broadcast via phone, web or other method. Only board members who are physically present at the caucus meetings will be permitted to participate. Caucus meetings are open to members of the public who wish to attend in person.

Republican Caucus will be held on the 4th floor of the County Building (room 414).  
Democratic Caucus will be held on the 8th floor of the County Building (room 804)  
Caucuses are open meetings and public comment is allowed. *Please note that public comment at caucus meetings may be limited such that all Board members may arrive at the County Board meeting on time at 6:00 p.m.*

**Caucus Agendas: Any and all items appearing on the agenda for the County Board meeting may be discussed. Final action occurs only at the County Board meeting.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **OPENING PRAYER**
4. **PLEDGE OF ALLEGIANCE**
5. **PROCLAMATIONS AND RECOGNITIONS**
6. **CONSENT CALENDAR:**
  - Appointment by the Chair-
  - G-5631-01-24            Macon County Board Resolution Amending the Appointment to the Emergency Telephone System Board- Erik Ethell**
  
  - G-5632-01-24            Macon County Board Resolution Appointment to the Warrensburg Fire Protection District- David Cunningham, Larry Cass**
  
  - Approval of Minutes of Prior Meeting- (12-14-23)
  - Approval of Minutes of Prior Republican Caucus Meeting
  - Claims-
  - Correspondence and Reports-
  - Delinquent Tax Deeds-
7. **OPERATIONS AND PERSONNEL COMMITTEE**

8. **ENVIRONMENTAL, EDUCATION, HEALTH & WELFARE COMMITTEE**
  - G-5633-01-24      **Macon County Board Resolution Approving the Sale of Vehicles**
  - Z-1258-01-24      **Macon County Board Resolution Regarding Case S-02-12-23  
A Petition Requesting a Special Use Permit Submitted by  
Classy Grass Services LLC.**
  - Z-1259-01-24      **Macon County Board Resolution Regarding Case S-05-12-23  
A Petition Requesting a Special Use Permit Submitted By  
Oreana Renewables LLC.**
9. **JUSTICE COMMITTEE**
  - G-5634-01-24      **Macon County Board Resolution Approving Increase Appropriations  
in the FY23 Coroner's Budget**
  - G-5635-01-24      **Macon County Board Resolution Entering into an Agreement  
With Madison County for the Sale of Juvenile Detention Bed Space**
  - G-5636-01-24      **Macon County Board Resolution Approving Contract for Macon  
County Sheriff's Police Services for the Village of Forsyth, Illinois**
10. **FINANCE COMMITTEE**
  - G-5637-01-24      **Macon County Board Resolution Entering into an Intergovernmental  
Agreement with the City of Decatur for Transportation Consulting**
11. **EXECUTIVE COMMITTEE**
  - G-5638-01-24      **Macon County Board Resolution Approving and Adopting and  
Amendment to Rules of the Board for Macon County, Illinois**
12. **OLD BUSINESS:**
13. **NEW BUSINESS:**
  - O-150-01-24      **Macon County Board Ordinance Modifying the Sunset Date of the  
Cannabis Business Establishment Ordinances (Sections 155.008,  
155.300 And 155.301 Of the Macon County Code)**
14. **PUBLIC COMMENT: (Limited to 3 minutes per person and for a total of 20 minutes)**  
An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.
15. **OFFICE HOLDERS, DEPARTMENT HEADS AND EMPLOYEE COMMENTS**
16. **CLOSED SESSION-**
17. **ADJOURNMENT-**  
-Next Meeting February 8<sup>th</sup>, 2024

**MACON COUNTY BOARD RESOLUTION  
AMENDING THE APPOINTMENT TO  
THE EMERGENCY TELEPHONE SYSTEM BOARD  
- Erik Ethell**

**RESOLUTION NO. G-5631-01-24**

**WHEREAS**, the Macon County Board Chairman desires to appoint Erik Ethell replacing Shane Brandel to the Emergency Telephone System Board for the remaining term set to expire in February 2025.

**Erik Ethell  
130 Covington Ave  
Mount Zion, IL 62549  
Terms Expire: February 2025**

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves  
The appointment of Erik Ethell to the Emergency Telephone System Board for the remaining  
term set to expire in February 2025.

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon the adoption  
thereof.

**PRESENTED, PASSED, and APPROVED** this 11th day of January, 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
APPOINTMENT TO THE WARRENSBURG  
FIRE PROTECTION DISTRICT**

**- David Cunningham, Larry Cass**

**RESOLUTION NO. G-5632-01-24**

**WHEREAS**, it is the desire of the Board Chairman to appoint the following individuals to the Warrensburg Fire Protection District for the remaining terms set forth replacing Kirk Riley and Chris Wentworth.

**David Cunningham  
355 W. Main  
Warrensburg, IL 62573  
Term Expires: 1<sup>st</sup> Monday, May 2025**

**Larry L Cass  
255 S. Durfee St  
Warrensburg, IL 62573  
Term Expires: 1<sup>st</sup> Monday, May 2024**

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby appoints David Cunningham and Larry Cass to the Warrensburg Fire Protection District for the terms set forth.

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED and APPROVED** this 11<sup>th</sup> day of January, 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

BY:

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD  
RESOLUTION APPROVING THE  
SALE OF VEHICLES**

**Resolution No. G-5633-01-24**

**WHEREAS**, the County owns two vehicles – a 2010 Ford Transit Connect VIN NM0LS6ANXAT009564 in poor condition; and a 2007 Chevrolet Silverado VIN 3GCEC14X17G255210 in poor condition; and

**WHEREAS**, the two vehicles are no longer used by Animal Control due to more suitable replacement vehicles being purchased; and

**WHEREAS**, both vehicles have developed mechanical issues that impact their present and future usability; and

**WHEREAS**, this resolution was approved by the EEHW Committee on December 21st, 2023;

**NOW THEREFORE BE IT RESOLVED** by the Macon County Board, assembled in a regular meeting at Decatur, that

1. The Animal Control Administrator is authorized, on behalf of the County Board, to sell at public auction, the 2010 Ford Transit Connect and 2007 Chevrolet Silverado presently assigned to the Animal Control Office;
2. The Animal Control Administrator is authorized to execute any agreement or paperwork to effectuate the transfer in ownership of the two vehicles to the high bidder;

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED this 11<sup>th</sup> day of January 2024.**

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the County  
Of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-02-12-23 A PETITION  
REQUESTING A SPECIAL USE PERMIT  
SUBMITTED BY CLASSY GRASS SERVICES LLC.**

**RESOLUTION NO. Z- 1258-01-24**

**WHEREAS** a petition was filed by Classy Grass Services requesting a Special Use Permit to allow the operation of a landscaping business in (R-1) Single Family Residential Zoning. The property is situated on .76 acres and is legally described as:

*Lot 1 of Bar-B Addition, as per Plat recorded in Book 1832, Page 604 of the Records in the Recorder's Office of Macon County, Illinois, being a subdivision of Lot 10 of the East 500 feet of the West Half of the Southwest Quarter of Section 29, Township 16 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois. Situated in Macon County, Illinois.*

This property is commonly known as 2855 S Baltimore Ave, Decatur, IL  
Long Creek Township PIN 09-13-29-352-016.

**WHEREAS**, at the required public hearing on December 6, 2023, your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit constitutes a license issued to the named Petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
3. Building permits shall be obtained as required.
4. Said property and all operations shall remain subject to all other applicable local, county, state, and federal regulations. Failure to do so will result in revocation of this special use permit and it will be effective immediately.
5. Hours of operation for the business are 8:00 a.m. to 4:00 p.m. Monday through Friday.
6. This special use permit shall be for a 2 year period beginning January 11, 2024, and ending January 11, 2026.

**WHEREAS**, on December 21, 2023 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting a Special Use Permit to allow the operation of a landscaping business in (R-1) Single Family Residential Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to Approve the petition requesting a Special Use Permit to allow the operation of a landscaping business in (R-1) Single Family Residential Zoning with the above stipulations recommended by the Zoning Board of Appeals.

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 11th day of January 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-05-12-23 A PETITION  
REQUESTING A SPECIAL USE PERMIT  
SUBMITTED BY OREANA RENEWABLES LLC.**

**RESOLUTION NO. Z- 1259-01-24**

**WHEREAS** a petition filed by Oreana Renewables LLC requesting a Special Use Permit to allow the development and construction of a solar energy system on approximately 21 acres of an existing 78 acre tract of land and within a 3 year period, obtain a building permit and begin to establish the use in (A-1) Agricultural Zoning. The property is situated on 78 acres and is legally described as:

*The West Half (W ½) of the Southwest Quarter (SW ¼) of Section Two (2), Township Seventeen (17) North, Range Three (3) East of the Third Principal Meridian, Macon County, Illinois, EXCEPT the following described property: Beginning at a point on the West line of the Southwest Quarter (SW ¼) of said Section 2, said point being 1733.78 feet North of the Southwest corner of said Section 2, running thence North for 262.00 feet; thence Easterly for 320.00 feet; thence South for 262.00 feet; thence Westerly for 320.00 feet to the point of beginning. Situated in Macon County, Illinois.*

This property is commonly known as the Northeast Corner of Jordan Road and Connors Road Whitmore Township PIN 18-08-02-300-004.

**WHEREAS**, at the required public hearing on December 6, 2023 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit does not constitute a license issued to the name Petitioner only. The Special Use Permit is intended to “run with the land.”
2. The Special Use Permit is assignable or transferable only upon the sale or transfer in ownership of the subject property.
3. Building permits shall be obtained from the Planning & Zoning Department as required.
4. Building permits will not be issued until a decommissioning bond is paid in full.
5. Said property and all operations shall be in compliance at all times with all applicable federal, state, and local laws and regulations. Failure to be in compliance may result in the suspension or revocation of this special use permit.
6. This Special Use Permit will be voided if a building permit is not pulled and construction has not begun within 3 years from the date of approval. This permit will be reviewed periodically for compliance as frequently as is deemed necessary by the Macon County Zoning Administrator, but not less frequently than once every ten (10) years.

**WHEREAS**, on December 21, 2023 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting a Special Use Permit to allow the development and construction of a solar energy system on approximately 21 acres of an existing 78 acre tract of land and within a 3 year period, obtain a building permit and begin to establish the use in



(A-1) Agricultural Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to Approve the petition requesting a Special Use Permit to allow the development and construction of a solar energy system on approximately 21 acres of an existing 78 acre tract of land and within a 3 year period, obtain a building permit and begin to establish the use in (A-1) Agricultural Zoning with the above stipulations recommended by the Zoning Board of Appeals.

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 11th day of January 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
APPROVING INCREASE IN APPROPRIATIONS  
IN THE FY23 CORONER'S BUDGET**

**RESOLUTION NO. G-5634-01-24**

**WHEREAS**, the Macon County Coroner has provided autopsy services when required during FY2023 and the cost of providing these services has depleted the budgeted autopsy lines; and

**WHEREAS**, this additional expense can be partially covered by higher-than-expected revenues from coroner's fees this year and previous donations reserved from the Howard G. Buffett Foundation; and

**WHEREAS**, this unforeseen circumstance has given rise to an emergency situation in that legitimate claims against the county cannot be paid without amending this budget: and

**WHEREAS**, the Justice Committee met on December 14, 2023, recommending approval to the County Board to amend the Coroner's budget per the schedule shown;

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the amendment of the Coroner's FY 2023 budget as follows:

Increased Revenue	001-070-4230 Coroner's Fees	\$ 25,930.00
Increased Expense	001-070-7295 Autopsy-Medical	\$ 25,930.00
Decreased Deferred Revenue	001-000-2500	\$ 20,433.84
Increased Revenue	001-070-4975 HGB FDN Donation	\$ 20,433.84
Increased Expense	001-070-7296 Drug-Related Autopsies	\$ 20,433.84

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 11<sup>th</sup> day of January 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
ENTERING INTO AN AGREEMENT WITH  
MADISON COUNTY FOR THE SALE OF  
JUVENILE DETENTION BED SPACE**

**RESOLUTION NO. G-5635-01-24**

**WHEREAS**, Macon County Probation and Court Services Department currently has a contract with Peoria County for the sale of six (6) reserved juvenile detention bed spaces; and

**WHEREAS**, Macon County Probation and Court Services believes that it is in the best interest of Macon County to contract for additional juvenile detention bed space at the Madison County Juvenile Detention Center for Macon County juvenile offenders, and recommends the approval of the attached Intergovernmental Agreement; and

**WHEREAS**, the proposed Intergovernmental agreement was discussed by the Macon County Justice Committee on December 21, 2023, and recommended for approval to the Macon County Finance Committee; and

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby authorizes the Director of Probation and Court Services to enter into the attached Intergovernmental Agreement for the Sale of Secured Bed Space in the Madison County Juvenile Detention Center pursuant to the attached agreement.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 11th day of January, 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

## Madison County Probation and Court Services

### Juvenile Detention Services Agreement

This agreement is made and entered into by and between the Madison County Detention Center, Edwardsville, Illinois and Macon County.

Whereas Macon County is unable to provide detention services for those alleged or adjudicated delinquents it has taken into custody, the Madison County Detention Center shall provide detention services to said county.

As per the federal OJJDP Act, juveniles may not be held longer than (6) hours in an adult lockup. Therefore, if the home county detains a youth longer than six (6) hours prior to requesting bed space for said minor, Madison County is prohibited from holding said youth.

Those minors to be detained at the Madison County Detention Center will include the following:

1. Minors allegedly delinquent as defined in Chapter 705/ILCS 406 and pending detention, trial, and sentencing hearings;
2. Minors eligible to be sentenced to a county detention facility according to the guidelines of the Juvenile Court Act;
3. Minor eligible to be held in a county detention facility pending prosecution as an adult (until 18<sup>th</sup> birthday);
4. STATUS OFFENDERS WILL NOT BE ACCEPTED (Status offenders will not be held under the "Contempt" power-detainable youth must be delinquent or pending delinquent petition court action.)

It will be the responsibility of the home county to provide security and supervision of all minors awaiting court hearings and/or appointments in the home county.

Whereas the Madison County Detention Center shall be responsible for the day-to-day needs of the juvenile(s) while detained, which shall include the following:

- a. Safety and security services;
- b. Room and board/meals;
- c. Daily programming services;
- d. Medical and dental services; (Madison County Detention Center may legally authorize treatment of a minor, but the home county will be responsible for the expense of the treatment. Whenever possible, the home county will be notified in advance of treatment.)

Whereas the Madison County Detention Center does conduct a specialized behavior treatment program which includes the following services for those juveniles accepted:

- a. General assessment of juvenile at intake.
- b. Behavior treatment (based upon merit counseling approach);
- c. Educational attainment program (based upon individualized education format);

- d. Individual and group (with utilization of various group therapy approaches);
- e. Life skills education

**Fees shall be assessed at the rate of \$160.00 per day per youth.**

Whereas the Madison County Detention Center is a fifty-two (52) bed co-educational facility and space accommodations may be a concern, it shall reserve the right to respectfully decline a referral. In addition, when the receipt of Madison County youth causes overcrowding, the youth from the home county may have to be released back to the referring county as bed space dictates. Due to the shortage of bed space statewide, the home county is in no way bound to utilize the Madison County Detention Center, solely, to detain its youth.

Should the Superintendent of the Madison County Juvenile Detention Center, or his/her designee, determine that one or minors being housed for Macon County require removal, Madison County will contact Macon County Probation and Court Services requesting removal. In that event, Macon County must remove minor(s) from the Madison County Juvenile Detention Center within 36 hours.

In the event of a medical or mental health emergency involving a Macon County minor housed at Madison County Juvenile Detention Center, Madison County will deliver the minor to an appropriate hospital/emergency room facility. Madison County will immediately notify Macon County Probation and Court Services of the minor's medical situation. Macon County Probation and Court Services is responsible for notifying the minor's parent(s) or guardian(s). Macon County is responsible for the costs of the minor's medical treatment and/or hospitalization. If the minor is admitted for hospitalization or is receiving treatment in an emergency room for more than six (6) hours, this will constitute an automatic release from the Madison County Juvenile Detention Center. Madison County will make no provisions for guarding minors outside of the Juvenile Detention Center for extended periods. Madison County will provide security at the hospital/ emergency room for a maximum of six (6) hours from the time that Macon County is notified of the minor's admission to the hospital/emergency room. After six (6) hours, security will be provided by Macon County.

Macon County agrees to save and hold harmless, indemnify and defend Madison County, its employees, officers and agents from all responsibility, claims, damages, or lawsuits for latent injuries or illness that its minor detainee may be harboring at the time of entering the Madison County Juvenile Detention Center, excluding any wanton and willful misconduct of Madison County, its employees, officers and agents.

Macon County agrees to hold harmless, indemnify, and defend Madison County, Madison County Probation and Court Services Department, and the Madison County Detention Center from and against any and all liability arising out of the performance of all obligations under this agreement by Macon County or any of its units, divisions, departments, or agencies or any other party or parties or entity or entities of than Madison County, Madison County Probation and Court Services Department, and the Madison County Detention Center.

The Madison County Detention Center will bill the home county upon release of the minor. Payment will be made within thirty (30) days by the home county. Billing procedures will be established per the billing operations of the home county.

**All responsibilities for transportation of minors will be the obligation of the Macon County.**

Contact persons of Madison County are Superintendent, and/or designee, 100 Fifth Avenue, Edwardsville, Illinois 62025. Phone (618) 692-1002. Fax: (618) 692-8959.

Witness, the duration of the contract shall be extended upon mutual agreement between two parties. This contract shall be terminated at any time upon mutual agreement between the two parties. If either desire to terminate the contract, the party desiring the termination shall provide written notification at least thirty (30) days prior to the termination date.

In Witness Whereof, the undersigned parties have caused the contracts to be executed.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Billing for services should be mailed to:

**Macon County Probation and Court Services**  
**ATTN: Patrick Berter, Director**  
**333 South Franklin Street**  
**Decatur, Illinois 62523**

**MACON COUNTY BOARD RESOLUTION  
APPROVING CONTRACT FOR MACON  
COUNTY SHERIFF'S POLICE SERVICES FOR  
THE VILLAGE OF FORSYTH, ILLINOIS**

**RESOLUTION NO. G-5636-01-24**

**WHEREAS**, the Village of Forsyth, Illinois, desires to enter into a contractual agreement with the County of Macon for obtaining well-trained and well-equipped law enforcement personnel for the welfare of its citizens; and

**WHEREAS**, the Village of Forsyth, Illinois, desires to have a contractual agreement between the County, and the Sheriff of Macon County to provide a uniformed Sheriff's Deputy(s) to provide the Village of Forsyth, Illinois, with adequate professional police services for its citizens; and

**WHEREAS**, the Village of Forsyth, Illinois, shall pay to Macon County the total amount of Two Million Five Hundred Fifty-five Thousand, One Hundred Twenty-nine Dollars (\$2,555,129.00) over a forty-eight (48) month contract service period; a contractual unit being defined as five (5) deputy sheriff's along with all necessary equipment, supplies and/or services required to provide adequate sheriffs police services for the Village of Forsyth, Illinois.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves entering into a contract with the Village of Forsyth, Illinois, for Sheriff's Deputy Contractual services as set forth in the attached contract for a period of forty-eight (48) months beginning January 1, 2024, and terminate on December 31, 2027.

**BE IT FURTHER RESOLVED** that this Resolution shall become Retroactive effective immediately upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED this 11th day of January 2024.**

**AYES \_\_\_\_\_ NAYS \_\_\_\_\_**

**MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS**

**ATTEST:**

**BY:**

\_\_\_\_\_  
**Josh Tanner, Clerk for the  
County of Macon, State of Illinois**

\_\_\_\_\_  
**Kevin Greenfield, Chairman  
Macon County Board**

**RESOLUTION NUMBER 20-2023**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
MACON COUNTY FOR THE PROVISION OF POLICE SERVICES**

**WHEREAS**, the Village of Forsyth ("Village"), Macon County, State of Illinois, is a duly organized and existing municipality operating under and pursuant to the Illinois Municipal Code; and

**WHEREAS**, the County of Macon ("County") is duly organized and existing county operating under and pursuant to the Illinois Counties Code; and

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

**WHEREAS**, pursuant to Section 5-1103.1 of Counties Code (55 ILCS 5/5-1103.1), the County, through its County Board, and with advice and consent of the Macon County Sheriff ("Sheriff"), may contract with one or more incorporated municipalities lying wholly within the county and furnish police protection in the area of the county that is not within the incorporated area of the municipality having a regular police department; and

**WHEREAS**, the Village, the County, and the Sheriff desire to enter into an agreement for the provision of police services in accordance with the terms and conditions of the proposed Intergovernmental Agreement attached hereto as **Exhibit A**; and,

**WHEREAS**, the Mayor and Village Board of Trustees have determined it to be in the best interest of the Village to enter into the Agreement attached hereto.

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Forsyth, Macon County, Illinois, as follows:



**SECTION 1: Recitals.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**SECTION 2: Approval of Agreement.** The Village Board of Trustees hereby approves the Intergovernmental Agreement attached hereto as **Exhibit A** and authorizes the Village President or his designee and the Village Clerk to execute the Agreement and any such necessary accompanying documents to satisfy the terms therein.

**SECTION 3:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

**SECTION 4:** All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

SO RESOLVED this 5th day of December, 2023, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRUENEWALD			X	
JOHNSON	X			X
LONDON	X			X
SHAW	X			X
WENDT	X			X
YOUNG	X			X
PECK				X
TOTAL	5		1	6

VILLAGE OF FORSYTH

  
\_\_\_\_\_  
Jim Peck, Village Mayor

Attest:

  
\_\_\_\_\_  
Cheryl Marty, Village Clerk

**EXHIBIT A**  
**Intergovernmental Agreement Macon County for the Provision of Police Services**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE COUNTY OF MACON, ILLINOIS AND  
THE VILLAGE OF FORSYTH, ILLINOIS FOR  
THE PROVISION OF POLICE SERVICES**

THIS AGREEMENT made between the County of Macon, a body corporate and politic of the State of Illinois (the County), the Village of Forsyth, Illinois (the Village), and the Sheriff of Macon County, Illinois (the Sheriff) (collectively, the Parties).

**WITNESSETH:**

WHEREAS, the Village is desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and the welfare of the citizens of the Village and

WHEREAS, the Village is a municipality lying wholly within the boundaries of the County of Macon, Illinois, and

WHEREAS, the Village does not operate a regular police department, and

WHEREAS, the Village is desirous of a contractual Agreement with the County and the Sheriff that will provide a well-trained, uniformed Deputy Sheriff(s) to provide the Village with adequate professional police services for the protection of the citizens of the Village and

WHEREAS, the County and the Village are units of local government as defined by Article VII of the constitution of the State of Illinois, and public agencies, as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et.seq.), and are therefore authorized and empowered to enter into an intergovernmental agreement whereby they may share services and expenses; and

WHEREAS, pursuant to Section 5-1103.1 of Counties Code (55 ILCS 5/5-1103.1), the County, through its County Board, and with advice and consent of the Sheriff, may contract with one or more incorporated municipalities lying wholly within the county and furnish police protection in the area of the county that is not within the incorporated area of the municipality having a regular police department.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, it is agreed by and between the Parties as follows:

**ITEM 1 – TERM OF AGREEMENT**

This Agreement shall be for a period of forty-eight (48) months. It shall commence on January 1, 2024, and terminate on December 31, 2027, subject to the limitations found in Item 21-Early Termination.

**ITEM 2 – PAYMENT TERMS**

The total amount to be paid by the Village to the County over the term of this Agreement shall be two million, five hundred fifty-five thousand, one hundred twenty-nine dollars, and no cents (\$2,555,129.00). This amount reflects the costs of providing the services of five (5) Sheriff's Contractual Units.<sup>1</sup> This amount excludes any credit due under Item 4.

If any parties deem modifying the number of Sheriff's Contractual Units necessary or desirable, the costs included in this contract will require adjustment. Neither increase nor decrease in the number of Sheriff's Contractual Units may occur without the written consent of all Parties.

### ITEM 3 – PAYMENT TERMS: TIMING OF PAYMENTS

#### Section A- Quarterly Installments

The Village shall pay the County over 16 quarterly installments. Quarter shall be defined as three-month periods in the following manner:

- Quarter 1 – January 1 through March 31
- Quarter 2 – April 1 through June 30
- Quarter 3 – July 1 through September 30
- Quarter 4 – October 1 – December 31

#### Section B- Annual Increases

The amounts due under this Agreement shall increase by 2.5% each calendar year of the Agreement as set forth below:

- Year 1 - 2024 - \$618,362.00 (\$154,590.50 per quarter)
- Year 2 - 2025 - \$631,751.00 (\$157,937.75 per quarter)
- Year 3 - 2026 - \$645,475.00 (\$161,368.75 per quarter)
- Year 4 - 2027 - \$659,541.00 (\$164,885.25 per quarter)

#### Section C- When Payments Are Due

Upon the conclusion of each Quarter, the Sheriff shall send a billing statement to the Village for the amount due for said Quarter. The Village shall pay the County the quarterly amount due, as outlined in Section B of Item 3 above, within ten working days of receipt of the Sheriff's billing statement.

### ITEM 4 – CREDIT OF TRAFFIC FINES TOWARDS VILLAGE'S AMOUNT DUE

<sup>1</sup> A Sheriff's Contractual Unit is defined as one (1) deputy sheriff and one (1) police patrol vehicle along with all necessary equipment, supplies and/or services required for the Sheriff's Contractual Unit to provide adequate police services for the Village.

It is mutually understood and agreed to that one hundred percent (100%) of all traffic fine monies generated by the Sheriff's Contractual Unit assigned to duty for the Village and made payable to the Sheriff under Article IX of Chapter V of the Unified Code of Corrections (730 ILCS 5/5-9-1 et seq.) the Criminal and Traffic Assessment Act (705 ILCS 135 /1-1 et seq.), and or Section 5-1101 of the Counties Code (55 ILCS 5/5-1101) shall be credited toward the Village's amount due to the County under Item 3 above and shall be reflected in the Sheriff's billing statement issued to the Village.

#### ITEM 5 – PROVISION OF POLICE SERVICES: SCHEDULING

Sheriff's Contractual Units shall be scheduled to provide round-the-clock police services to the Village. No Sheriff's Contractual Unit shall be scheduled for more than one shift (9.25 hours) per day unless mutually agreed to by the Sheriff and the Village. The Sheriff shall schedule Sheriff's Contractual Units in accordance with governing union contracts.

#### ITEM 6 – PROVISION OF POLICE SERVICES: AREA OF COVERAGE

Sheriff's police services shall be directed generally to the geographical boundaries of the Village's jurisdiction. Regular police motor patrol activities will be limited to the geographical boundaries of the Village's jurisdiction. However, it is understood that the Sheriff's Contractual Unit's activities, including but not limited to follow-up investigations, report completion, filing of all mandated reports, court-related activities, and other necessities of police work, stemming from activities or situations occurring within the Village's geographical boundaries may require the Sheriff's Contractual Unit(s) to travel outside of said boundaries to properly complete such activities.

#### ITEM 7 – PROVISION OF POLICE SERVICES: THE SHERIFF TO CONTINUE TO PROVIDE POLICE SERVICES IN THE ABSENCE OF THE SHERIFF'S CONTRACTUAL UNIT

This Agreement shall in no way reduce the services heretofore provided to the Village by the Sheriff's Office in its exercise of county-wide law enforcement at any time that a Contractual Unit(s) is not on duty or is in any way unable to handle an immediate situation personally.

Subject to the terms in Items 8, 9, and 10 below, the Sheriff intends to assign general patrol activities outside of the Village's jurisdictional boundaries to other Sheriff's office units that are not Sheriff's Contractual Units assigned to the Village, i.e., the Sheriff will not consistently give Sheriff's Contractual Units assigned to the Village police duties outside of the geographical boundaries of the Village.

#### ITEM 8 – PROVISION OF POLICE SERVICES: EMERGENCIES OUTSIDE OF VILLAGE BOUNDARIES

There shall be no limitation upon the Sheriff's Contractual Unit(s) provided by this Agreement to respond to any emergency call if the Sheriff's Contractual Unit(s) is the closest available unit to the location of any such emergency.<sup>2</sup>

#### ITEM 9 – PROVISION OF POLICE SERVICES: MUTUAL AID CALLS

There shall be no limitation upon the Sheriff's Contractual Unit(s) to respond to a mutual aid call for assistance from any other law enforcement officer, fire department, or any other emergency service personnel or agency to prevent loss of life or property or to prevent harm or injury to come about to any person due to the immediate nature of the situation.

#### ITEM 10 – PROVISION OF POLICE SERVICES: DISASTER OR OTHER EMERGENCY IN COUNTY

In the event of a disaster or major emergency elsewhere in the County, the Sheriff, at his discretion, may reassign the Sheriff's Contractual Unit(s) for the interim of the said emergency.

#### ITEM 11 – INTENSIVE TRAFFIC CONTROL

The Sheriff may, from time to time, at his discretion, direct the Sheriff's Contractual Unit(s) to provide intensive traffic control measures, which may include the use of radar and related devices.

#### ITEM 12 – INVESTIGATIVE SERVICES

The Sheriff may, from time to time, at his discretion and consistent with good police practices, provide additional investigative personnel or services for the Village when necessary.

#### ITEM 13 – ANIMAL CONTROL SERVICES

Sheriff's police services provided under this Agreement shall not include service calls concerning animals unless such animals are an immediate danger to public health or safety, including but not limited to a case involving a rabid animal. Normal regulatory animal control functions shall be the responsibility of the Village.

#### ITEM 14 – EMERGENCY SERVICES COMMUNICATIONS SERVICES

The Sheriff shall contract, establish, or maintain telecommunication service round-the-clock between the State, County, and other municipal police agencies, fire departments, ambulance, rescue, and other vital emergency service agencies. Fees associated with the current contract with Central Illinois Regional Dispatch Center (CIRDC) are factored into the cost of this contract.

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<sup>2</sup> Emergency is defined for the purpose of this Agreement as any offense, circumstance or threat which may subject persons or property to danger or immediate harm.

**ITEM 15 – FILE AND RECORD KEEPING**

The Sheriff shall establish a filing and record system for all data relative to this Agreement. The Sheriff shall provide to the Village a monthly report covering the activities of the Sheriff's Contractual Unit(s).

**ITEM 16 – NO LIMITATION ON THE POWERS OF THE PARTIES**

This Agreement shall not abrogate the lawful authority of the County, the Sheriff, or the Village.

**ITEM 17 – INDEMNITY OF SHERIFF'S CONTRACTUAL UNITS**

The County shall be deemed the employing municipality for the purposes of Section 6 of Division 4 of Article 1 of the Illinois Municipal Code (65 ILCS 5/1-4-6) and the indemnity provisions of Section 1002 of Division 5-1 of Article 5 of the Counties Code (55 ILCS 5/5-1002) shall control.

**ITEM 18 – SHERIFF'S CONTRACTUAL UNITS TO REMAIN SUBJECT TO SHERIFF'S OFFICE RULES AND PROCEDURES**

All Deputy Sheriffs assigned to the Village as Sheriff's Contractual Units under this Agreement shall at all times be subject to the Standard Operation Procedures of the Macon County Sheriff's Office, applicable working agreements, and the Rules and Regulations of the Macon County Merit Commission.

**ITEM 19 – APPROPRIATION BY MACON COUNTY BOARD TO EFFECTUATE THIS AGREEMENT**

All Parties in this Agreement mutually understand that the County Board of Macon County will add, in addition to the number of Sheriff's Deputies and Sheriff's police patrol vehicles, the total number of Sheriff's Contractual Units required by this contract for Sheriff's police services.

**ITEM 20 – APPROVAL OF AGREEMENT**

This Agreement is subject to the approval of the Village's governing board, the County's governing board, and the Macon County Sheriff and only becomes binding upon the Parties upon the execution of this Agreement by each.

**ITEM 21 – EARLY TERMINATION**

This Agreement may be terminated at any time by the Village or the Sheriff, who is empowered to act on behalf of the County in this regard, provided that the terminating party provides at least 180 days' written notice to the other parties. Said termination shall be effective upon the expiration of the 180-day notice period unless an earlier date is agreed to in writing by the Village and Sheriff.



In the event of early termination, the Parties shall owe all obligations made under this Agreement up to and through the effective date of the termination.

The Sheriff shall cause the Village to be invoiced for any pro rata amount due under this Agreement within 90 days of the effective date of the termination, minus any amounts credited according to Item 4 of this Agreement.

The Village shall pay any final invoices within ten working days of receipt.

#### ITEM 22 – TIMING OF VEHICLE AND EQUIPMENT PURCHASES

The Sheriff shall purchase, at the Village's expense, new patrol vehicles (make and model to be determined by the Village) with all necessary equipment<sup>3</sup> according to the following schedule:

- One (1) vehicle at the beginning of the calendar year 2025.
- One (1) vehicle at the beginning of the calendar year 2026.

The Village will pay all costs associated with in-car computer and camera expenses and Firstnet unlimited broadband service. The Village will purchase in-car camera systems and computer equipment needed to be compliant with CJIS requirements according to the following schedule:

- Five (5) rugged computers and docking stations at the beginning of calendar year 2024.
- Two (2) I-Pro in-car camera systems at the beginning of calendar year 2024.

The Village will be responsible for the cost of installation of all purchased equipment.

#### ITEM 23 – VEHICLE MAINTENANCE

During the term of this Agreement, the Sheriff will provide routine maintenance on all vehicles. Routine maintenance shall include fuel, oil changes, lube jobs, tire balancing, rotations, and automobile insurance.

The Village will be financially responsible for paying for maintenance, except routine maintenance.

#### ITEM 24 - BICYCLES

The Sheriff shall provide bicycles and accompanying equipment to its officers who provide bicycle patrol to the village. The Village shall pay the cost of all tune-ups or reasonable repairs made to the bicycles or replace existing bikes as needed.

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<sup>3</sup> Necessary equipment will be defined as Prisoner transport system, vehicle emergency lighting, and shotgun/rifle storage.

ITEM 25 – ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the County, the Sheriff, and the Village, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed, and executed with the same formality with which this Agreement was executed.

IT WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above.

FOR THE COUNTY OF MACON

ATTEST

\_\_\_\_\_  
Kevin R. Greenfield, Chair  
County Board of Macon County, Illinois

\_\_\_\_\_  
Josh Tanner, Macon County Clerk

Date: \_\_\_\_\_

FOR THE VILLAGE OF FORSYTH

ATTEST:

  
\_\_\_\_\_  
James Peck, Mayor  
Village of Forsyth, Illinois

  
\_\_\_\_\_  
Cheryl Marty, Village Clerk

Date: 12-5-23

FOR THE SHERIFF OF MACON COUNTY

ATTEST:

\_\_\_\_\_  
James Root, Sheriff

\_\_\_\_\_

Date: \_\_\_\_\_

**MACON COUNTY BOARD RESOLUTION  
ENTERING INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH THE CITY OF DECATUR  
FOR TRANSPORTATION CONSULTING**

**RESOLUTION NO. G- 5637-01-24**

**WHEREAS**, the County of Macon ("County") and the City of Decatur, Illinois ("City") are units of local government as defined by Article VII of the Constitution of the State of Illinois, and public agencies, as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may share services and expenses; and

**WHEREAS**, the County and the City have transportation needs and goals including the improvement of such for their residents, businesses and visitors; and

**WHEREAS**, the County and the City desire to seek and utilize funding opportunities from alternate sources; and

**WHEREAS**, the City is negotiating a Consulting Services Agreement with Ann L. Schneider and Associates LLC ("ALSA Agreement") to provide services relating to the transportation needs and goals of the City and the County; and

**WHEREAS**, the County and the City desire to share the expenses in the pursuit of their transportation needs and goals; and

**WHEREAS**, the County and the City agree that the following terms and conditions will promote efficiency and economy in their shared goals.

**NOW, THEREFORE**, in consideration of the following provisions, the County Board authorizes the County Board Chairman to sign the attached agreement.

**PRESENTED, PASSED and APPROVED** this 11<sup>th</sup> day of January, 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

**AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS  
AND THE COUNTY OF MACON**

**WHEREAS**, the City of Decatur, Illinois (“City”) and the County of Macon (“County”) are units of local government as defined by Article VII of the Constitution of the State of Illinois, and public agencies, as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may share services and expenses; and,

**WHEREAS**, the City and the County have transportation needs and goals including the improvement of such for their residents, businesses and visitors; and,

**WHEREAS**, the City and the County desire to seek and utilize funding opportunities from alternate sources; and,

**WHEREAS**, the City is negotiating a Consulting Services Agreement with Ann L. Schneider and Associates LLC (“ALSA Agreement”) to provide services relating to the transportation needs and goals of the City and the County; and,

**WHEREAS**, the City and the County desire to share the expenses in the pursuit of their transportation needs and goals; and,

**WHEREAS**, the City and the County agree that the following terms and conditions will promote efficiency and economy in the goals of the City and the County.

**NOW, THEREFORE**, in consideration of the following provisions, the City and the County agree as follows:

1. **CONSULTING SERVICES.** The City shall negotiate a Consulting Services Agreement (“ALSA Agreement”) with Ann L. Schneider and Associates LLC (“ALSA”) to furnish certain consulting services related to the transportation needs

and goals of the parties including but not limited to:

A. Advising on accomplishing the transportation improvement goals of the City and County;

B. Advising on federal funding opportunities and state infrastructure funding opportunities and the packaging of said opportunities to maximize consideration and developing opportunities for state and federal investments into key infrastructure projects;

C. Serving as a transportation improvement project manager to assist in project prioritization, development and evaluation of funding and financing alternatives and procurement assistance for financial advisors as needed.

2. COSTS. The ALSA Agreement shall be negotiated for a maximum annual retainer of Sixty Thousand Dollars (\$60,000.00). The County agrees to reimburse the City for one-half of the retainer pursuant to this Agreement. The County agrees to pay its half within thirty (30) days from the acceptance of this Agreement by both the City and the County and acceptance of the ALSA Agreement by the parties.

3. EXTRAORDINARY COSTS. The City and County recognize that the retainer amount set forth above includes ordinary costs and expenses. If extraordinary costs and expenses need to be incurred and are approved pursuant to the terms of the ALSA Agreement, the County shall reimburse the City for one-half of those extraordinary costs and expenses subject to the City first providing written notice to the County of the proposed extraordinary costs and expenses and the County's approval of said costs and expenses.

4. **TERMS.** This Agreement shall be effective as of the date it is entered into and shall continue in full force and effect for one (1) year with an additional one (1) year automatic renewal period.

5. **TERMINATION.** This Agreement shall terminate if the ALSA Agreement between the City and ALSA is not entered into or is terminated pursuant to the terms of the ALSA Agreement. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party of its intent to terminate. Any monies paid by either party pursuant to the Agreement up to the date of termination shall be non-refundable.

6. **RELEASE.** To the extent permitted by law, each party hereto does hereby fully and forever release and discharge the other parties, and the County and Board members, employees, officers and agents of same, in both individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether due to negligence or otherwise, resulting from or arising out of the compliance, or attempted compliance, by same with the terms and provisions hereof.

7. **CONFLICTS.** Should a possible conflict arise between the City and the County at any time during the term of this Agreement between the interests of the Parties and/or ALSA, the County shall notify the City of such and the City shall notify the ALSA to promptly refrain from performing services with respect to such area of conflicting interest.

8. **COMPLIANCE WITH LAWS.** The parties recognize and agree that each has a duty to comply fully with the applicable federal, state and local laws relating to any and all activities undertaken pursuant to this Agreement and each agrees to fully comply

with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

9. SEVERABILITY. All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

10. ENTIRE AGREEMENT. This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect of any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and authorized and signed by both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF DECATUR, ILLINOIS

BY: \_\_\_\_\_  
City Manager

THE COUNTY OF MACON, ILLINOIS

BY: \_\_\_\_\_  
County Board Chairman

**MACON COUNTY BOARD RESOLUTION  
APPROVING AND ADOPTING AN  
AMENDMENT TO RULES OF THE BOARD  
FOR MACON COUNTY, ILLINOIS**

**RESOLUTION NO. G-5638-01-24**

**WHEREAS**, the Chair has determined that the scope of items brought before the Finance Committee is too broad; and

**WHEREAS**, the Highway Department under the prior Rules of the Board reported to the Transportation Committee; and

**WHEREAS**, creating a Transportation Committee would narrow the scope of items brought before the Finance Committee; and

**WHEREAS**, the Transportation Committee would be able to solely focus on transportation issues within Macon County; and

**WHEREAS**, pursuant to the current board rules (III B) the Executive Committee met and reviewed the current number and composition of the standing committees; and

**WHEREAS**, the Executive Committee voted to recommend approval of the attached amended Rules of the Board.

**NOW, THEREFORE BE IT RESOLVED** by the Macon County Board, assembled in a regular meeting at Decatur, that the Rules of the Board, Attached hereto and incorporated by reference, are adopted as the rules of this Board, effective immediately upon passage of this Resolution.

**PRESENTED, PASSED, and APPROVED** this 11<sup>th</sup> day of January 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board





# **RULES OF THE BOARD MACON COUNTY, ILLINOIS**

**Resolution G-3076-7-07 - Adopted 7-12-07**

**Resolution G-3556-2-11 - Amended 2-10-11**

**Resolution G-5501-01-23 – Amended 1-12-23**

**Resolution G-5638-01-24 - Amended 1-11-24**

# **I. RULES OF THE BOARD FOR MACON COUNTY, ILLINOIS**

## **A. General**

The County Board of Macon County, hereafter referred to as “the Board” or “this Board”, established pursuant to section 3 of article VII of the Illinois Constitution of 1970, and operating pursuant to the provisions set forth in the Counties Code (55 ILCS 5/1-1001, et seq.), hereby adopts these Rules of the Board (“Rules”), which shall govern the proceedings and operations of this Board and its committees.

In the event that these Rules are found to be in conflict with any constitutional provision or statute, the constitution or statute shall in all cases control. In the event that these Rules cite to any constitutional provision or statute as authority and the provision or statute is amended after these Rules are adopted, these Rules shall be read to conform to the amended provision or statute, as practicable, but in all cases, the amended provision or statute shall control.

In the event that no constitutional provision, statute, or Rule of this Board adequately addresses a matter of procedure, Roberts Rules of Order, Newly Revised, 12th edition, shall govern.

These Rules shall govern and take precedence over any rules, resolutions, and ordinances previously adopted that included rules of order and procedure applicable to this Board that are inconsistent with these Rules.

The County’s fiscal year shall commence on the first day of December, and shall terminate on the last day of November of the year following.

The Board shall meet without call for conducting the business of the County on the second Thursday of each month at 6 o’clock in the evening. Such meetings shall be referred to as regular meetings of the Board.

A special meeting of the Board may be held when requested by at least one-third of the members of the Board. The request shall be in writing, addressed to the Clerk of the Board, and specifying the time and place of the meeting. The written request shall also clearly state the business to be considered at the special meeting. Upon receipt of a request in proper form, the Clerk shall immediately transmit notice of such meeting in writing to each of the members of the Board. The Clerk shall also cause notice of such meeting to be published in a newspaper printed in the county. 55 ILCS 5/2-1002.

Any regular meeting of the Board, falling upon a legal holiday, shall be held on the business day immediately preceding the regular meeting at the same hour and place.

## **B. Organizational Meeting & Election of Chair and Vice-Chair**

The Board shall convene for an organizational meeting at 6:00 p.m. on the first Monday of December following each biennial general election. The County Clerk shall ensure that notice of the Organizational Meeting is provided to all Board Members and Members-elect.

The County Clerk shall call the Organizational Meeting to order on the appointed day at the appointed time and shall preside over the meeting until the Members elect a Temporary Chair who shall preside until the election of a permanent Chair.

At the Organizational Meeting, all newly elected Board Members shall lay before the Board their certificates of election, which shall be examined by the Board, and if found regular, shall be filed in the office of the County Clerk. 55 ILCS 5/2-1004.

After the several certificates of election are filed with the County Clerk, the County Clerk, or such other person as may be called upon and authorized to administer oaths, shall administer the oath of office to the Members-elect.

After the Members-elect are sworn in, the County Clerk shall conduct a roll call.

After the roll is called, the Board shall immediately proceed to the election of a Chair. Any member may nominate any other member for election as Chair. Such nominations must receive at least one second. The lack of a second will disqualify any nominee from being considered. Upon receiving a nomination and at least one second, the nominated member will be asked if he or she accepts the nomination. A refusal to accept the nomination shall disqualify the nominee from being considered.

The Temporary Chair shall call for nominations until no further nominations are made. Upon a failure to receive any additional nominations, the Temporary Chair shall state "Are there any further nominations?" three times and, if no nominations are made, shall state that nominations are closed. Once nominations are closed, no further nominations shall be considered unless a majority of the Board votes to re-open nominations.

If there is only one nominee, a voice vote may be taken. If there is more than one nominee, the County Clerk shall then call the roll and each member shall indicate his or her choice by stating the preferred nominee's name.

A majority of the members present and voting is required to be elected Chair. In the event that no nominee receives a majority, the Temporary Chair shall re-open nominations. The nomination process shall follow the same procedure as set forth above. Nominations shall not carry over and must be made and properly seconded for each vote.

Nominations and voting shall continue until a member receives a sufficient number of votes to be elected Chair.

After a permanent Chair is elected, he or she shall preside over the election of a Vice-Chair, which shall follow the same procedure as set forth above.

At the first Organizational Meeting following a decennial redistricting, after the election of the Chair and Vice-Chair, the members shall proceed to determine the terms of the Members by lot. 55 ILCS 5/2-3009 and 2-3010 and Macon County Ordinance O-142-12-22.

The Organizational Meeting shall allow for public comment as well as comments by board members, elected office holders, department heads, and county employees. The Organizational Meeting shall not be used for the conduct of regular board business.

### C. Other Officers of the Board

The County Clerk of Macon County shall be the Clerk of this Board and shall be the keeper of the records and the minutes of the Board, and shall be in attendance at all meetings of the Board. The Clerk may designate a deputy clerk to attend meetings of the Board. 55 ILCS 5/3-2013.

The State's Attorney of Macon County shall be the Parliamentarian of this Board. Upon request of any member, the State's Attorney shall render opinions and advise on questions of parliamentary law and procedure applicable to matters arising before the Board. The State's Attorney may designate an assistant State's Attorney to perform these duties.

The Sheriff of Macon County shall be the Sergeant-at-Arms during all meetings of the Board to maintain order and decorum. The Sheriff may designate a deputy sheriff to perform these duties.

The Chair shall appoint, with the advice and consent of the Board, a Board Member to serve as Chaplain of the Board. The Chaplain shall be responsible for giving the invocation at the beginning of each meeting of the Board. In the absence of the Chaplain, the Chair may call upon any other Board Member to give the invocation for that meeting. Non-Board Members shall not be called upon to give invocations.

### D. Duties of the Chair and Vice-Chair

The Chair shall preside at all regular and special meetings of the Board. The Vice-Chair shall preside in the absence of the Chair. In the absence of both the Chair and Vice-Chair, the Board shall choose one of their number as a temporary chair to preside until such a time that the Chair or Vice-Chair returns. 55 ILCS 5/2-1003.

If a vacancy occurs in the office of Chair, the remaining members of the Board shall elect one of the members of the Board to serve for the balance of the unexpired term of the Chair. 55 ILCS 5/2-3009(c). Such elections shall be conducted in the same manner as the normal election of the Chair. If the Vice-Chair is elected to serve the unexpired term of the Chair, the Board shall elect a new Vice-Chair in the same manner as the normal election of the Vice-Chair.

The Chair shall appoint members to the various committees set forth in these Rules. He or she shall also appoint the chairs and vice-chairs of all committees. The Chair may appoint himself or herself as a member, chair, or vice-chair of any committee and, if so appointed, the Chair shall have full voting rights on said committee. The Chair shall be an *ex officio* member of any committee to which he or she is not appointed as a regular member, chair, or vice-chair. In such cases, the Chair shall not have voting powers unless necessary to break a tie or to constitute a quorum.

The Chair may appoint the Vice-Chair of the Board as a member, chair, or vice-chair of any committee. The Vice-Chair may serve as an *ex officio* member of any committee in the same manner as the Chair, but only when the Chair is not already serving as an *ex officio* member of the committee.

The Chair may create *ad hoc* committees to assist the Board or any committee in the performance of its duties, but may not reassign duties which are assigned to other committees or the Board by these Rules.

The Chair shall make appointments to the various standing committees in sufficient time that the committees may convene on the dates of their first regularly scheduled meetings following the Board's Organizational Meeting.

The Chair may remove any committee member, chair, or vice-chair upon the request of the member, chair, or vice-chair, or upon a finding that the member has failed to attend more than four regular meetings of the committee in the preceding 12-month period. A member removed from a committee after a finding of non-attendance may petition the full Board for re-appointment to said committee and the Board may overrule the Chair's decision to remove by a majority vote of the members present and voting. The Board shall have no other authority to overrule the Chair's appointment of members to committees. Petitions for re-appointment shall be directed to the County Clerk, as secretary for the Board, and must be made not later than the first regular meeting of the full Board following the removal, unless such a time frame conflicts with the provisions of the Open Meetings Act regarding advance notice of final action items, in which case it must be made not later than the second regular meeting of the full Board following the removal.

The Chair shall call the members to order promptly at the specified time scheduled for meetings. Special meetings shall be convened at the time specified in the call of the meeting.

In the event of the Chair's absence, the Vice-Chair may perform the duties delegated to the Chair including but not limited to the execution of official documents.

Members who are appointed to the Board to fill a vacancy shall be sworn in and immediately take their seats after the appointment is confirmed by the Board pursuant to statute. The confirmation of the appointment shall take precedence over all other business of the Board so that the new Board member may participate in all other proceedings at that meeting.

#### **E. Procedure**

All questions relating to the priority of business shall be decided by the Chair without debate.

The Chair shall preserve order and decorum and decide all questions of order subject to an appeal to the board without debate.

No member shall have the privilege of the floor until she or he is recognized by the Chair.

When two or more members speak at the same time, the Chair shall name the member first to speak.

No member shall speak more than twice on the same question without permission from the Chair.

No member shall speak longer than five minutes for the first speech on any single topic or agenda item nor more than three minutes for a second speech on the same topic or agenda item.

If any member or other person, in speaking or otherwise, transgresses the rules of the Board, the Chair or any member may call him or her to order, in which case the person speaking shall immediately cease speaking unless permitted to explain, and if there is no appeal the decision of the Chair shall be conclusive.

No member shall absent himself or herself before the formal close of the Board's session unless excused by the Chair.

A member may abstain from voting on any issue, provided that an abstaining member shall not be counted as a voting member for any purpose and shall not engage in debate on that issue. A member who engages in debate on a matter shall not be permitted to abstain from a vote. Any attempt to do so shall be recorded as a no vote. Every member wishing to abstain from voting may make a brief statement of the reason for doing so.

Members shall cast their votes when called upon to do so; no member shall be allowed to "pass" and vote at a later time.

No motion shall be debated before it has been seconded.

After a motion has been stated by the Chair, it shall be deemed to be in the possession of the Board, and may be withdrawn by the mover on the consent of the second at any time prior to an amendment or decision thereon. After amendment, it may be withdrawn by leave of the Board.

The "yes" or "no" votes, i.e., a roll call, shall be taken on the passage of any question at the request of any member.

Roll call votes shall be called in alphabetical order by the member's last name. The Chair shall always be included in the roll call and shall be called in the same alphabetical order. The Clerk shall call the names of the members when calling the roll or when polling a vote. Upon approval of the Board, the same roll call may be used on a proposition as was used on the proposition immediately prior to that under consideration.

In all cases when a resolution or motion shall be entered on the minutes, the Clerk shall also enter the name of the member moving and seconding same.

A motion to reconsider or rescind a previous action of the Board can only be made at the same meeting and only by a member who voted with the prevailing side. This motion may be seconded by any member. A majority of the members present and voting is required for such a motion to pass. If such a motion is lost, it may not be renewed by any member.

The Chair shall sign all contracts on behalf of the Board.

A majority of the duly elected and appointed members of this Board shall constitute a quorum for the transaction of business. All questions which shall arise at meetings shall be determined by the votes of the majority of members present, except in such cases as is otherwise provided by statute or these Rules.

A majority vote of the members present and voting shall be necessary for the approval of the annual budget and appropriation resolutions and ordinances.

A roll call vote shall be necessary on all matters involving:

- A. the budget or appropriations or transfers therein;
- B. the sale of any corporate property including real estate; or
- C. when requested by any member.

## **F. Consent Calendar**

A consent calendar will be used to expedite the handling of ministerial, routine, or non-controversial items.

The County Administrator, in consultation with the Board Chair, will be responsible for placing items on the Consent Calendar.

The Consent Calendar may include, but is not limited to, the following items: appointments by the Chair, approval of minutes, approval of claims, acceptance of correspondence, and resolutions to execute tax deeds. The Consent Calendar shall not include contracts, budget transfers or amendments, ordinances, or statements of policy.

Matters appearing on the Consent Calendar will be voted upon as a single group.

Any member of the Macon County Board may request that any specific item or items be removed from the "Consent Calendar" and said item(s) shall then be voted upon immediately after the vote on the Consent Calendar occurs unless the Chair deems it more appropriate to call the matter for a vote elsewhere on the agenda.

## **G. Preparation of Business for Board Action**

The Board shall take formal action via resolution or ordinance (for the purposes of this subsection, resolution may be read to include the term ordinance).

Resolutions shall reach the Board agenda after following this procedure:

- A. Initial responsibility for a resolution lies with the officeholder, department head or board member bringing it forward (hereafter, "Sponsor"). It will be the responsibility of the Sponsor to draft the resolution, including the correct account number(s) (if needed), correct amount of funds to be spent, transferred or added to a budget, reference to previous resolutions (if amending or repealing an earlier resolution), and the rough format of the final resolution.
- B. The Sponsor shall submit all proposed resolutions to the committee having oversight jurisdiction over the Sponsor's office/department or over the subject matter of the resolution. Sending the proposed resolution shall be accomplished by giving an editable version to the County Board Office in sufficient time that it may be placed on the agenda for the committee before that agenda is posted in accordance with the Open Meetings Act.
- C. The committee shall consider the resolution and hear any presentation by the Sponsor. The Sponsor of a resolution shall be available to address any questions by committee members, but said availability may be waived at the discretion of the committee chair.
- D. After hearing the request of the Sponsor, the committee shall vote on the resolution. The vote shall be on whether to recommend passage of the resolution by the full County Board.
  - a. A majority of the committee members present and voting shall be necessary for the committee's recommendation for approval to be given.

- b. If the vote to recommend approval fails, the resolution shall still proceed to the full County Board, but the Board will be informed prior to voting on the resolution that the committee recommended that the resolution not be approved. This information will be noted on the agenda next to the item.
  - c. In the event that the committee vote results in a tie, the full County Board will be informed prior to voting on the resolution that the committee neither recommended approval or disapproval. This information will be noted on the agenda next to the item.
- E. Once the resolution has been voted on by a committee, it becomes the committee chair's responsibility to oversee the final form of the resolution and to present the resolution to the County Board.
- F. Staff in the County Board Office will prepare final versions of resolutions voted on by committees, assigning numbers, polishing the language, and conducting other end-stage procedures. If questions arise during this process, the staff will work with the committee chair. If further assistance is necessary, the committee chair may authorize staff to work with the Sponsor. Staff may seek assistance from the State's Attorney's Office on all resolutions without prior authority from a committee chair.
- G. After a resolution is voted out of a committee, it is permissible to make non-substantive changes to it prior to presentation to the full County Board without re-approval by the committee (i.e., correction of typos, scrivener's errors, etc.). Resolutions may not be modified in any manner after they have been voted on by the full County Board without consent of the Board.
- H. Resolutions that have not been considered by a committee may be brought before the full County Board. This is an exception to regular order and the following special rules shall apply:
  - a. Such resolutions may be acted upon by the full Board only if they have been listed as a possible action item on the posted agenda for the meeting.
  - b. The Chair's permission is necessary before such items may be placed on the agenda by County Board staff.
  - c. A notation shall appear next to such items on the agenda informing the members that the items were not considered by a committee prior to presentation to the full Board.
  - d. Before considering such items, the Board shall vote on whether to allow them to be considered. Such a vote can occur as to a group of such items unless any member desires to have one or all such items voted on separately. A majority of the members present and voting shall be required to allow the items to be taken up by the full Board.
  - e. If the Board votes to allow consideration, a final vote shall be taken on the items in the same way as the Board considers other resolutions.
  - f. Sponsors are warned that this exception to the normal process should only be used when circumstances demand it and that the Chair may refuse to place such items on the agenda or the Board may refuse to consider such matters if a sponsor appears to be abusing this exception.



- I. Once a resolution is considered by a committee, it shall be sent to the full Board and placed on the agenda for the next regular Board meeting. The Board Chair may withdraw or “pull” an item from a County Board Meeting agenda. In such instances, the item shall still appear on the agenda, but the Chair will announce that it is being withdrawn and will not be acted upon. The Chair’s decision to withdraw the item may be appealed to the Board, which may upon majority vote of those present and voting, overrule the decision of the Chair to withdraw the item.
- J. A committee chair may withdraw an item from a committee agenda in similar fashion.

### **H. Order of Business**

The order of business at a regular meeting of the Macon County Board shall be as follows:

- I. Call to Order
- II. Roll Call
- III. Opening Prayer
- IV. Pledge of Allegiance
- V. Proclamations and Recognitions
- VI. Consent Calendar
  - a. Appointment(s) by the Chair
  - b. Approval of Minutes of Prior Meeting
  - c. Claims
  - d. Correspondence
  - e. Resolution to Deeds to Convey Properties Held by the County Where Taxes Were Delinquent
- VII. Committee Reports
  - a. Environmental, Education, Health & Welfare Committee
  - b. Justice Committee
  - c. Operations & Personnel Committee
  - d. Finance Committee
  - e. Executive Committee
- VIII. Old Business
- IX. New Business
- X. Public Comment
- XI. Office Holders, Department Heads & Employee Comments
- XII. Closed Session
- XIII. Adjournment

The order of business for the committees of the County Board shall be generally as follows:

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes of Prior Meeting
- IV. Claims
- V. Reports from Departments
- VI. Old Business
- VII. New Business
- VIII. Public Comment

- IX. Closed Session
- X. Adjournment

Agendas for all meetings shall be prepared and posted in accordance with the Open Meetings Act by the County Board Office.

The Chair of the Board and all committee chairs shall have discretion to call the agenda in an order different that as set forth herein so as to most efficiently facilitate the conduct of business.

Adjournment of the Board or any committee may be declared by the chair when all business has been taken care of and when no member seeks further comment or action (an adopted motion to adjourn shall not be necessary). Alternatively, adjournment may occur prior to the end of business on motion in accordance with Roberts Rules of Order, Newly Revised, and 12th edition.

### **I. Public Comments**

At any regular, special, or emergency meeting of the Board, or of any of the Board's committees, members of the public and employees of the county shall be afforded time, subject to the parameters set forth below, to comment or to ask questions of the Board or committee. 55 ILCS 5/2-1001.

Comments shall be limited to 3 minutes per person and 20 minutes total. In the sole discretion of the chair, a commenter may be afforded additional time to speak or the total amount of time may be exceeded. The decision to allow additional time to a commenter or to allow the total time to be exceeded shall not obligate the chair to allow additional time to other commenters or to extend the total time for comments indefinitely. The chair shall exercise his or her discretion in such a way as to not give the appearance of special treatment to any particular person, group, interest, or view.

While commenters shall be afforded the opportunity to ask questions of the Board or its committees, no member of the Board shall be obligated to immediately respond to such questions and may instead refer the question to the County Administrator for any warranted and appropriate response.

The Chair of the Board or of any committee may allocate time separate from normal public comment time for members of the public or other interested persons to address the Board or the committee on issues or petitions that concern a specific matter where there appears to be significant special interest in the matter. The chair shall allocate the time so that the comments may be heard prior to the Board or committee taking final action on the matter. The limitations regarding time for regular public comment shall apply. The chair may exercise his or her discretion to allow additional time in the same manner as for regular public comment. The decision whether to allow special comment time shall be at the sole discretion of the chair.

## II. COMMITTEE CREATION AND MEMBERSHIP

The Chair shall appoint all committees of the Board and shall certify to the Clerk the appointment so made. All committees, except the Executive Committee, shall have at least one (1) member of the minority party appointed thereto.

Committees shall have, whenever possible, an odd number of members. Committees shall have not fewer than three members and not more than 7 members. Standing Committees shall have five members. In the event that a member resigns from the Board or from a Committee, or a committee seat otherwise becomes vacant, the Chair shall appoint another member from the same political party to replace the former member.

It shall be the duty of the several committees to inquire into matters referred to them and report thereon to the Board as soon as practical.

Special committees may be appointed by the Board Chair as the occasion may require and it shall be the duty of such committees to inquire into matters referred to them and report thereon to the Board as soon as practical.

The Executive Secretary of the Board shall notify members of their appointments when the Chair certifies the appointments to the Clerk.

## III. STANDING COMMITTEES

1. All committees serve in an advisory capacity to the Board and are not empowered to take final action that is binding on the County Board or the County.
2. Standing Committees shall exist according to these rules and may not be abolished, consolidated, or expanded except by amendment of these Rules.
3. Special and *ad hoc* committees may be formed by the Board Chair in his or her discretion for a particular purpose or purposes, so long as those purposes do not conflict with the powers and authorities granted to Standing Committees by these Rules. Special and *ad hoc* committees may be formed by the Board Chair to assist Standing Committees with carrying out their responsibilities.
4. Standing Committees shall have oversight authority over the various departments and units of County Government. Such oversight shall entail the ability to hold department heads to account by the making of inquiries. Oversight authority shall not be construed to be inconsistent with the internal control authorities provided to certain department heads and boards by statute. Oversight authority shall include the ability of Standing Committees to monitor the budgets of those departments within its jurisdiction and to make recommendations to the County Board thereon.
5. Oversight authority shall include the review of all proposed contractual obligations and intergovernmental agreements where the County shall be a party—whether as a necessary party or an implied party. The review of contracts and intergovernmental agreements shall be conducted by the Standing Committee with jurisdiction over the sponsoring department; such contracts and intergovernmental agreements shall not be required to be reviewed by multiple committees prior to final action by the County Board.

6. The Standing Committees, or any special or *ad hoc* committee created for such purpose, may propose resolutions or ordinances to the County Board for final action.
7. The Chair may refer issues to any committee for study and proposed action.
8. Schedules of regular meetings for Standing Committees shall be published by the County Board Office in December or January for the upcoming calendar year. Standing Committees shall generally meet at least once per month, except the Executive Committee, but meetings may be cancelled if the County Board Office becomes aware prior to a scheduled meeting that a quorum will not be present. Meetings may also be cancelled by the committee chair if there are no items on the agenda and the chair determines that there are no other matters that the committee needs to urgently consider or act upon.
9. Special or emergency meetings of a Standing Committee may be called by the chair of the committee or upon the written request of any three members of the committee. Any such call for a special or emergency meeting shall set forth an agenda for that meeting. Matters not set forth on the agenda shall not be taken up at such a meeting.

**A. Environmental, Education, Health and Welfare Committee**

The Environmental, Education, Health and Welfare Committee (hereafter, "EEHW Committee") shall serve to oversee those units of County government that are primarily tasked with regulating the environment of Macon County as well as the education, health and overall welfare of its residents. The committee shall also play an important a role in the promotion and development of the County, including commercial and industrial projects that may serve to benefit County residents.

The EEHW Committee shall exercise County Board oversight over the following departments:

1. Animal Control and Care Center
2. Environmental Management Department
3. Health Department
4. Planning & Zoning Department

In addition, the following independent bodies shall fall within the jurisdiction of the EEHW Committee for the purpose of County Board approval of the various bodies' annual tax levy requests:

1. Macon County Historical Museum
2. Mental Health Board
3. Regional Office of Education
4. Veterans Assistance Commission

**B. Executive Committee**

The Executive Committee shall consist of the Chair and Vice-Chair of the County Board as well as the Chairs of the Standing Committees. The Chair of the County Board shall serve as Chair of the Executive Committee and the Vice-Chair of the County Board shall serve as Vice-Chair of the Executive Committee. The Executive Committee shall meet when called by the Chair or upon the request of any three members of the Executive Committee. The Executive Committee shall have the responsibility of reviewing the minutes of closed sessions of the County Board and all committees in accordance with the requirements of the Open Meetings Act and shall make recommendations to the County Board thereon.

The Executive Committee shall also be responsible for making recommendations to the Board for amendments to these Rules. The Executive Committee shall have other responsibilities as may be assigned by the Chair or by resolution of the County Board.

### **C. Finance Committee**

The Finance Committee shall monitor the fiscal integrity and strength of Macon County and ensure steps, procedures, and actions that provide for the same.

The Finance Committee shall exercise County Board oversight of the following departments:

1. Auditor's Office
2. Board of Review
3. Supervisor of Assessments Office
4. Treasurer's Office

The committee shall have responsibility, in cooperation with designated county officeholders and department heads, for preparation of the County's annual budget.

The committee shall oversee capital equipment planning.

The committee shall review all leases and other financial arrangements with the Decatur Public Building Commission in regards to county-occupied facilities.

### **D. Justice Committee**

The Justice Committee shall oversee all issues relating to the safety and protection of the public, including the county jail, and to support the efficient administration of the civil and criminal justice systems.

The Justice Committee shall exercise County Board oversight of the following departments:

1. Circuit Clerk's Office
2. Circuit Court
3. Coroner's Office
4. Court Services Department (Probation)
5. Emergency Management Agency
6. Public Defender's Office
7. Sheriff's Office
8. State's Attorney's Office

### **E. Operations and Personnel Committee**

The Operations and Personnel Committee (hereafter, "OP Committee") shall oversee the operations of County business, and make recommendations to the Board regarding policies that govern or guide employment practices within the County, subject to the internal control authority granted to certain department heads or boards by statute.

The OP Committee shall exercise County Board oversight of the following departments:

1. County Administrator's Office (a/k/a County Board Office)
2. County Clerk's Office
3. Recorder's Office
4. Workforce Investment

#### **F. Transportation Committee**

The Transportation Committee shall oversee matters concerning the highways, roads, and bridges of Macon County. The Transportation Committee shall exercise County Board oversight of the Highway Department.

#### **IV. MISCELLANEOUS**

1. The County Board Chair shall appoint those offices mandated by statute, which include:
  - a. County Engineer
  - b. Emergency Management Agency Director
  - c. Rabies Control Administrator
  - d. Supervisor of Assessments
  - e. Any other office not explicitly set forth herein committed by statute to the appointment power of the Chair.
2. The County Administrator shall hire the following department heads:
  - a. Environmental Management Department Director
  - b. Executive Secretary
  - c. Planning & Zoning Director
  - d. Such other employees as may be deemed necessary by the County Administrator to perform the functions of County Government, subject to budgetary constraints.

The County Administrator may make employment decisions directly or may delegate employment decisions to department heads, but may not exercise any such control over a department that has internal control authority granted by statute.

3. County Board members using their vehicle for County Board duties may be reimbursed for such use in accordance with the mileage reimbursement rate adopted by the County Board in effect at the time of the travel.
4. Board members may be reimbursed for all reasonable expenses incurred while acting for and on behalf of the County of Macon. Such expenses shall be submitted by a member as a claim against the County and shall be approved by the Board prior to payment.

**MACON COUNTY BOARD ORDINANCE  
MODIFYING THE SUNSET DATE OF THE  
CANNABIS BUSINESS ESTABLISHMENT  
ORDINANCES (SECTIONS 155.008, 155.300  
AND 155.301 OF THE MACON COUNTY  
CODE)**

**Ordinance No. O -150-01-24**

**BE IT ORDAINED** by the Macon County Board, assembled in regular meeting at Decatur, as follows:

**SECTION 1.** The sunset provision contained in Section 2 of Ordinance No. O-139-01-22 is amended to January 15, 2025.

**PRESENTED, PASSED, and APPROVED** this 11th day of January, 2024.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner  
Macon County Clerk

\_\_\_\_\_  
Kevin R. Greenfield  
Chairman