

AGENDA
MACON COUNTY BOARD MEETING
January 12, 2023, 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. **APPROVAL OF MINUTES OF PRIOR MEETING**
6. **RECOGNITIONS**
7. **ZONING/SUBDIVISIONS**
8. **CORRESPONDENCE**
9. **CLAIMS- Ad Hoc Committee**
10. **APPOINTMENTS**

G-5481-01-23

**Macon County Board Resolution Approving to Amend Appointments
/Reappointments to the Emergency Telephone System Board
Scott Wrighton, Jim Ohl, Thomas Williams, Jacob Fever**

G-5502-01-23

**Macon County Board Resolution Appointment to the Macon County Health Board
Marsha Webb**

11. CONSENT CALENDAR

12. AD HOC COMMITTEE

Justice	G-5483-01-23	Macon County Board Resolution Approving Police Dog Retirement And Transfer of Ownership
	G-5484-01-23	Macon County Board Resolution Approving Increase in Appropriations in the FY22 Circuit Clerk E-Citation Budget
	G-5485-01-23	Macon County Board Resolution Approving Increase in Appropriations in the FY22 Circuit Clerk's Budget
	G-5486-01-23	Macon County Board Resolution Approving Increase in Appropriations in the FY22 Coroner's Budget
EEHW	G-5487-01-23	Macon County Board Resolution Approving Donation From The Christine Printzos Trust to Fund the Macon County Animal Control and Care Center for FY23
	G-5488-01-23	Macon County Board Resolution Approving Donation From the David Tapscott Estate to Fund the Macon County Animal Control And Care Center for FY23
	G-5489-01-23	Macon County Board Resolution Approving Purchase of Vehicle by The Macon County Animal Control and Care Center for FY23
	G-5490-01-23	Macon County Board Resolution Authorizing Disposal of Surplus Property by the Macon County Health Department
	G-5491-01-23	Macon County Board Resolution Approving Increase In Appropriations in the FY22 and FY23 Health Fund Budget for Mass Vaccination Grant Cleanup
	G-5492-01-23	Macon County Board Resolution Approving Increase In Appropriations in the FY23 Health Fund Budget for Emergency Preparedness Coordinator
	G-5493-01-23	Macon County Board Resolution Approving Increase In Appropriations in the FY23 Health Fund Budget for Delta Dental 2022 COVID-19 Response Oral Health Capacity Building Renewal
	G-5494-01-23	Macon County Board Resolution Approving Increase In Appropriations in the FY23 Health Fund Budget for Pre-Exposure Prophylaxis (PrEP)
	O-143-01-23	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)
O&P	G-5495-01-23	Macon County Board Resolution Granting Permission to Dispose of Surplus Election Equipment
	G-5496-01-23	Macon County Board Resolution Approving an Increase In Appropriations for the County Clerk Budget

	G-5497-01-23	Macon County Board Resolution Authorizing the Placement of A County-Wide Referendum Question on the Ballot for the Consolidated General Election on April 4, 2023
	G-5498-01-23	Macon County Board Resolution Opposing Illinois General Assembly HB5855 Protect Illinois Communities Act
	G-5501-01-23	Macon County Board Resolution Approving and Adopting Amendment To Rules of the Board for Macon County, Illinois
Finance	G-5482-01-23	Macon County Board Omnibus Resolution Approving Budget Clean-Up for FY22
	G-5499-01-23	Macon County Board Resolution Authorizing the Disbursement of Macon County ARPA to the Macon County Trustee
	G-5500-01-23	Macon County Board Resolution Authorizing the SUBAWARD of Macon County ARPA/SLFRF Funds to CIRDC & EMA
Transportation	H-2314-1-23	Macon County Board Resolution Approving and Appropriating Funds for the 2023 Annual MFT Maintenance Expenditure Statement

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

22. CITIZENS' REMARKS

(Limited to 5 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.

23. OFFICEHOLDERS' REMARKS

24. OLD BUSINESS

25. NEW BUSINESS-

Note – County Board Rules will have to be suspended to consider Resolution G-5503-01-23 as it was not previously considered by a committee of the Board

G-5503-01-23 Macon County Board Resolution Approving a Renewal to the Contractual Agreement for Providing Health Care Services to the Inmates of the Macon County Jail

26. CLOSED SESSION

27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION APPROVING TO
AMEND APPOINTMENTS / REAPPOINTMENTS TO
THE EMERGENCY TELEPHONE SYSTEM BOARD**

- Scott Wrighton, Jim Ohl, Thomas Williams, Jacob Fever

RESOLUTION NO. G-5481-01-23

WHEREAS, it is the desire of the Macon County Board Chairman to amend appoint / reappoint the following individuals to the Emergency Telephone System Board for the stated terms:

Designee of City Mayor

Scott Wrighton

Decatur, IL 62523

Term Expires: February 2027

Jim Ohl

Decatur, IL 62522

Term Expires: February 2027

Thomas Williams

Decatur, IL 62521

Term Expires: February 2027

Jacob Fever

McLean, IL 61705

Term Expires: February 2024

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves amendment to the appointment / reappointments of the above named individuals to the Emergency Telephone System Board for terms set to expire on the second Thursday of February in the stated year.

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

PRESENTED, PASSED, APPROVED this 12th day of January, 2023

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 MACON
COUNTY HEALTH BOARD**

- Marsha Webb

RESOLUTION NO. G-5502-01-23

WHEREAS, it is the desire of the Macon County Board Chairman to appoint the following individual to the Macon County Health Board for terms as indicated below.

Marsha Webb
Macon, IL 62544
Term Expires 5-31-2026

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the above said individual are appointed to the Macon County Health Board for term as indicated.

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

PRESENTED, PASSED and APPROVED this 12th day of January, 2023

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 POLICE DOG RETIREMENT &
TRANSFER OF OWNERSHIP**

RESOLUTION NO. G-5483-01-23

WHEREAS, the Macon County Sheriff's Office requests permission, in accordance with Public Act 099-0817 cited as the Police Dog Retirement Act, to transfer ownership of two police dogs to their handlers; and

WHEREAS, the Macon County Sheriff's Office currently has a police dog, Maco, that are due to retire; and

WHEREAS, the Macon County Sheriff's Deputy canine handler have has custody and control of the animal during their service; and

WHEREAS, the Macon County Ex-Sheriff's Deputy who served as canine handlers for Maco has expressed a desire to keep the retired police dog; and

WHEREAS, this resolution was recommended for approval by this Board's Ad Hoc Committee on January 3, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the transfer of ownership of retired police dog Macon to their handler.

BE IT FURTHER RESOLVED that the Sheriff, or his designee, is authorized to take any actions necessary and appropriate to facilitate such transfer of ownership.

PRESENTED, PASSED and APPROVED this 12th day of January 2023.

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 FY22 CIRCUIT CLERK E-CITATION BUDGET**

RESOLUTION NO. G-5484-01-23

WHEREAS, the Electronic Citation Fee was enacted by Public Act 096-1210; and

WHEREAS, the Electronic Citation Fee is to defray the expense of establishing and maintaining electronic citations, and

WHEREAS, the addition of the Maroa Police Department was completed this year by adding the digiTICKET deployment; and

WHEREAS, additional expenses for the County's portion of IT Services relating to this project were incurred, and

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

WHEREAS, the Ad Hoc Committee met on January 3, 2023 recommending approval to the County Board to amend the Circuit Clerk's budget per the schedule shown;

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Circuit Clerk FY 2022 E-Citation budget as follows:

Increased Expense 054-000-7180 IT Services \$ 3,400.00

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

PRESENTED, PASSED, APPROVED this 12th day of January, 2023

AYES _____ NAYS _____

MACON COUNTY BOARD

MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the

Kevin R. Greenfield, Chairman

County of Macon, State of Illinois

Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
IN THE FY22 CIRCUIT CLERK'S BUDGET**

RESOLUTION NO. G-5485-01-23

WHEREAS, the Circuit Clerk salary lines are over budget due to the FY 22 budget being approved prior to the clerical contract settlement which increased wages to those union members; and

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

WHEREAS, the Ad Hoc Committee met on January 3, 2023 recommending approval to the County Board to amend the Circuit Clerk's budget per the schedule shown;

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Circuit Clerk FY 2022 budget as follows:

Increased Expense	001-050-5455	Clerk/Typist	\$ 7,100.00
Increased Expense	001-050-5510	Supervisor	\$ 8,300.00

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

PRESENTED, PASSED, APPROVED this 12th day of January, 2023

AYES _____ NAYS _____

MACON COUNTY BOARD

MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the

Kevin R. Greenfield, Chairman

County of Macon, State of Illinois

Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
IN THE FY22 CORONER'S BUDGET**

RESOLUTION NO. G-5486-01-23

WHEREAS, the Macon County Coroner has provided autopsy services when required during FY2022 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 of this budget; and

WHEREAS, the Ad Hoc Committee met on January 3, 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 2022 budget as follows:

Increased Revenue	001-070-4230 Coroner's Fees	\$ 19,000.00
Increased Expense	001-070-7295 Autopsy-Medical	\$ 19,000.00
Increased Revenue	001-070-4975 HGB Fdn Donation	\$ 8,318.00
Increased Expense	001-070-7296 Drug Related Autopsies	\$ 8,318.00

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

PRESENTED, PASSED, APPROVED this 12th day of January, 2023

AYES _____ NAYS _____

MACON COUNTY BOARD

MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the

Kevin R. Greenfield, Chairman

County of Macon, State of Illinois

Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE CHRISTINE PRINTZOS TRUST
TO FUND THE MACON COUNTY ANIMAL
CONTROL AND CARE CENTER FOR FY23**

RESOLUTION NO. G-5487-01-23

WHEREAS, the Trustor of the Christine Printzos Trust has graciously directed a donation of \$47,284.22 to Macon County Animal Control with no further specifications on the use;

WHEREAS, the Ad Hoc Committee met on January 3, 2023 recommending approval to the County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves Macon County Animal Control to accept these funds,

Donation 080-000-4970 \$ 47,284.22

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of January, 2023

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Joshua Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE DAVID TAPSCOTT ESTATE
TO FUND THE MACON COUNTY
ANIMAL CONTROL AND CARE CENTER FOR FY23**

RESOLUTION NO. G-5488-01-23

WHEREAS, the estate of David Tapscott graciously directed a donation of \$28,207.80 to Macon County Animal Control with no further specifications on the use;

WHEREAS, the Ad Hoc Committee met on January 3, 2023 recommending approval to the County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves Macon County Animal Control to accept these funds,

Donation 080-000-4970 \$ 28,207.80

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of January, 2023

AYES _____ NAYS _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

Joshua Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING PURCHASE OF VEHICLE BY
THE MACON COUNTY ANIMAL CONTROL
AND CARE CENTER FOR FY23**

RESOLUTION NO. G-5489-01-23

WHEREAS, Animal Control Wardens are expected to respond to any location in the county in all weather conditions necessitating a reliable, capable vehicle,

WHEREAS, an emergency situation has occurred where Animal Control is in dire need of funding for FY 23 to replace a 2007 Chevrolet work truck with 185,668 miles in rough condition.

WHEREAS, Animal Control seeks to purchase a ½ ton work truck for use by Wardens; and

WHEREAS, Macon County is in receipt of four quotes for such vehicles; and

WHEREAS, This truck will need to be outfitted with animal control specific equipment to include a truck cap (topper), emergency lighting, decals and other items; and

WHEREAS, the Ad Hoc Committee met on January 3, 2023 recommending approval to the County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that Animal Controls FY2023 budget is amended as follows for the purchase of a warden vehicle, not to exceed \$50,000.

Vehicles 080-000-9060 \$ 50,000

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of January, 2023

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Joshua Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD
RESOLUTION AUTHORIZING
DISPOSAL OF SURPLUS PROPERTY
BY THE MACON COUNTY
HEALTH DEPARTMENT**

Resolution No. G-5490-01-23

WHEREAS, the Macon County Health Department has surplus property that is no longer needed; and

WHEREAS, the property is unusable by the Macon County Health Department or any other entity due to expiration; and

WHEREAS, this resolution was discussed and recommended for approval by the Macon County Board of Health on December 13, 2022, and the Macon County Ad Hoc Committee discussed and approved this grant increase on January 3, 2023; and

NOW THEREFORE, BE IT RESOLVED, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the Macon County Health Department is authorized to take any steps necessary to donate or dispose of said property (desks, broken office chairs, obsolete computers and accessories, monitors, broken safe, file cabinets, obsolete televisions and television/VCR combos and accessories, obsolete dental equipment, autoclave sterilizing equipment, old printers, other obsolete and/or broken miscellaneous items).

PRESENTED, PASSED, and APPROVED this 12th day of January 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

**MACON COUNTY BOARD RESOLUTION
 APPROVING INCREASE IN APPROPRIATIONS
 IN THE FY22 and FY23 HEALTH FUND BUDGET FOR
*Mass Vaccination Grant Cleanup***

RESOLUTION NO. G-5491-01-23

WHEREAS, the Health Department has just received the COVID-19 Mass Vaccination Grant with the Illinois Department of Public Health beginning December 2020, and

WHEREAS, the COVID-19 Mass Vaccination Grant covered multiple Macon County fiscal years, therefore provision for this grant was not included in the FY 22 and FY 23 budget; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised, and grant funding lost without the amending of the Health Fund budget; and

WHEREAS, the purpose of the grant is to support local health departments in conducting mass vaccination efforts for the COVID-19 pandemic response including administering COVID-19 immunizations and COVID-19 vaccine related expenses, and

WHEREAS, funding may be used for any health protection program, activity, or service or for shared management or administrative support costs to support COVID-19 mass vaccination efforts, and

WHEREAS, the funds from this program will help defray costs associated with the administration of the COVID-19 vaccine as well as relieve some financial burden from local health departments already strained financially from responding to the pandemic, and

WHEREAS the increase was discussed and approved by the Macon County Board of Health on December 13, 2022; and the Macon County Ad Hoc Committee discussed and approved this grant increase on January 3, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department's FY22 and FY23 budget by increasing appropriations as follows:

<u>Grant 612:</u>		<u>FY 22</u>	<u>FY 23</u>
Increase in Revenue			
020-610-4500	Mass Vaccination	\$240,000	\$46,500
Increase in Expense			
020-610-5108	Professional/Direct Services	\$88,500	\$7,000
020-610-5110	Supervisory II	\$1,500	\$500
020-610-5800	PT Deputies	\$95,000	\$20,000

020-610-6010	Health Insurance	\$8,762	\$750
020-610-6011	Social Security	\$14,150	\$2,100
020-610-6012	Retirement	\$23,913	\$3,575
020-610-7115	Telephone	\$3,875	
020-610-7120	Travel	\$200	\$50
020-610-8027	Grant Supplies	\$4,100	\$12,525

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of January, 2022

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 HEALTH FUND BUDGET FOR
*Emergency Preparedness Coordinator***

RESOLUTION NO. G-5492-01-23

WHEREAS, the Health Department has received notification that the Macon County Board of Health has chosen to revise the Emergency Preparedness Coordinator position at the Macon County Health Department, and

WHEREAS, the Board of Health has elected to make this a full-time position, and

WHEREAS, provision for this change was not included in the FY23 budget: and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised without the amending of the Health Fund budget; and

WHEREAS, the Emergency Prepared Division’s main mission is to strengthen the Macon County Health Department (MCHD) response to emergencies or incidents affecting Macon County, and

WHEREAS, these incidents/emergencies can include but are not limited to: weapons of mass destruction/terrorism, natural and man-made disasters, and disease outbreaks, and

WHEREAS, through funding made possible by the Illinois Department of Public Health (IDPH), the MCHD collaborates with county partners on emergency plans and exercises, trains staff and volunteers in emergency roles, conducts syndromic surveillance, and integrates the National Incident Management System into response plans, and

WHEREAS, the position is being made full-time to allow for additional hours to participate in community engagement activities to promote emergency preparedness, work with other agencies and within the community to recruit volunteers for MRC and CERT, and seek out and write grants to assist in obtaining emergency preparedness funding for projects, activities, volunteer opportunities, and for this position, and

WHEREAS the increase was discussed and approved by the Macon County Board of Health on December 13, 2022, and the Macon County Ad Hoc Committee discussed and approved this grant increase on January 3, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department’s FY23 budget by increasing appropriations as follows:

Grant 670:

020-670-5109	Supervisory I	\$4,500
020-670-6010	Health Insurance	2,000
020-670-6011	Social Security	350
020-670-6012	IMRF Retirement	350
020-670-7120	Travel	1,000
020-670-7210	Membership/Dues	1,000
020-670-8027	Supplies	<u>800</u>
		\$10,000 Total increase

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of January 2023

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 HEALTH FUND BUDGET FOR
*Delta Dental-2022 COVID-19 Response Oral Health Capacity Building Renewal***

RESOLUTION NO. G-5493-01-23

WHEREAS, the Health Department has received notification of a grant agreement with the Illinois Children's Healthcare Foundation (ILCHF) and Delta Dental of Illinois Foundation (DDILF), and

WHEREAS, provision for this change was not included in the FY23 budget: and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised without the amending of the Health Fund budget; and

WHEREAS, the COVID-19 Response Oral Health Capacity Building Initiative Renewal will be awarded to dental clinics who received 2021 funding for the COVID-19 Response Oral Health Capacity Building Initiative, in an effort to preserve and sustain the oral health safety net system for children in Illinois, and

WHEREAS, funded projects will continue successful strategies for addressing the challenges resulting from the Pandemic designed to improve oral health outcomes for children in Illinois, and

WHEREAS, the Macon County Health Department will use the funding to support staffing efforts and rebuilding of the clinic due to effects of the pandemic and continuing cloud based dental software, and

WHEREAS, increasing staffing back to appropriate levels will allow the clinic to increase hours to see more patients, and increase accessibility for the residents of Macon County, and

WHEREAS, continuing a cloud-based dental software allows a more flexible, convenient way for patients and families to interact with the Dental Clinic, and

WHEREAS the increase was discussed and approved by the Macon County Board of Health on December 13, 2022, and the Macon County Ad Hoc Committee discussed and approved this grant increase on January 3, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department's FY23 budget by increasing appropriations as follows:

Grant 810: Increase in Revenue

020-810-4500	Delta Dental Grant Revenue	\$86,000
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BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of January 2023

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 HEALTH FUND BUDGET FOR
*Pre-Exposure Prophylaxis (PrEP)***

RESOLUTION NO. G-5494-01-23

WHEREAS, the Health Department has received notification of the Pre-Exposure Prophylaxis project as part of the Comprehensive Health Protection Grant, and

WHEREAS, provision for this project was not included in the FY23 budget: and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised, and grant funding lost without the amending of the Health Fund budget; and

WHEREAS, funding is available to pre-identified certified local health departments to assist PrEP site initiatives in local health department sexually transmitted disease clinics by building on the infrastructure and capacity, and

WHEREAS, funding will be used to screen clients for HIV risk, connect clients with prescribers, access PrEP payment programs, and provide HIV Navigation Services and medication adherence support for clients taking PrEP, in order to increase the number of at-risk people accessing PrEP and decrease the number of new cases of HIV infection, and

WHEREAS, the Macon County Health Department (MCHD) will strive to establish a relationship with our community educating and offering PrEP services, and

WHEREAS, MCHD will work to hire a new STI nurse, ensure staff has taken HIV counselor training, and work with Crossing Healthcare to provide PrEP services, and

WHEREAS the increase was discussed and approved by the Macon County Board of Health on December 13, 2022, and the Macon County Ad Hoc Committee discussed and approved this grant increase on January 3, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department's FY23 budget by increasing appropriations as follows:

Grant 615: Increase in Revenue

020-610-4500	PrEP Grant Revenue	\$15,000
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BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of January 2023

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 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 -143-01-23

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, 2024.

PRESENTED, PASSED, and APPROVED this 12th day of January, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chairman

**MACON COUNTY BOARD RESOLUTION
GRANTING PERMISSION TO DISPOSE OF
SURPLUS ELECTION EQUIPMENT**

RESOLUTION NO G-5495-01-23

WHEREAS, the Macon County Clerk's Office has surplus election equipment that is no longer serviceable or needed; and

WHEREAS, the surplus equipment has been offered to other offices within the county and there was no need for the equipment; and

WHEREAS, the Macon County Clerk would like to recycle or donate 50 used laptops;

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the disposal of surplus election equipment.

PRESENTED, PASSED, AND APPROVED this 12th day of January, 2023.

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
APPROVING AN INCREASE IN APPROPRIATIONS
FOR THE COUNTY CLERK BUDGET**

RESOLUTION NO. G-5496-01-23

WHEREAS, the County Clerk Elections FY 2022 budget and the County Clerk FY 2022 Automation budget was approved by the County Board; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that an Public Act 102-668 requires notification for all registered voters of the permanent vote by mail option; and

WHEREAS, the County Clerk's Office will not receive reimbursement for the expenses related to the mailing; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that an extraordinary amount of vital records have been sold; and

WHEREAS, the County Clerk's Office was required to print an entirely new stock of certified vital record paper; and

WHEREAS, an ad hoc committee has recommended approval to the Macon County Board;

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves an increase in the FY 2022 County Clerk Elections and Automation budget as follows:

Increased Expense Budget

065-000-8041-000	Vital Records Supplies	\$ 3,300
001-031-8020-000	Office Supplies	\$ 54,8000

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

PRESENTED, PASSED and APPROVED this 12th day of January, 2023.

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
AUTHORIZING THE PLACEMENT OF A
COUNTY-WIDE REFERENDUM QUESTION
ON THE BALLOT FOR THE CONSOLIDATED
GENERAL ELECTION ON APRIL 4, 2023**

Resolution No. G-5497-01-23

WHEREAS, Section 4 of Article VII of the Illinois Constitution of 1970 permits the elected office of County Auditor to be eliminated by county-wide referendum; and

WHEREAS, Section 11 of Article VII of the Illinois Constitution of 1970 requires that such a referendum to be initiated and submitted to the electors by resolution of the County Board; and

WHEREAS, the Macon County Board believes that the people of the County of Macon are entitled to decide whether the office of County Auditor shall be eliminated at the end of the Macon County Auditor's current term, effective December 1, 2024.

NOW, THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that the following referendum question be placed on the general election ballot for the 2023 Consolidated Election to be held on April 4, 2023:

Referendum Title: Elimination of the Office of County Auditor

Shall Macon County eliminate the office of County Auditor, effective December 1, 2024?	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

PRESENTED, PASSED, and APPROVED this 12th day January, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

**MACON COUNTY BOARD RESOLUTION
OPPOSING ILLINOIS GENERAL ASSEMBLY
HB5855 PROTECT ILLINOIS COMMUNITIES ACT**

Resolution No. G-5498-01-23

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and under the Constitution of the State of Illinois; and

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty , and Property is regarded as an Inalienable Right by the People of Macon County, Illinois; and

WHEREAS, the People of Macon County, Illinois, derive economic benefit from all safe forms of firearm recreation, hunting and shooting conducted within Macon County using all types of firearms under the United States Constitution and the Illinois State Constitution; and

WHEREAS, the Macon County Board, being elected to represent the people of Macon County and being duly sworn by their oath of office to uphold the United States Constitution and the Constitution of the State of Illinois; and

WHEREAS, the Illinois House of Representatives and the Illinois Senate, being elected by the people of the State of Illinois and being sworn by their oath of office to uphold the United States Constitution and the Constitution of the State of Illinois; and

WHEREAS, HB5855 Protect Illinois Communities Act and portions of SB2226 are a violation of the 2nd Amendment to the United States Constitution and the Illinois State Constitution allowing responsible law-abiding citizens the right to keep and bear arms & ammunition; and

WHEREAS, such proposed legislation, or any bills similar to HB5855 or SB2226 that may subsequently be introduced, amended or adopted for consideration by the Illinois State Legislature which would infringe upon the Right to Keep and Bear Arms of commonly owned firearms by the individual citizens of Macon County, Illinois is a direct violation of the 2nd Amendment to the United States Constitution and the Illinois State Constitution; and

WHEREAS, the Governor of Illinois, being elected to represent the People of the State of Illinois and being duly sworn by Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois;

NOW, THEREFORE BE IT RESOLVED that the Macon County Board, assembled in regular meeting at Decatur, does hereby oppose the enactment of any legislation that would infringe upon the Right of the People to keep and bear arms and consider such laws to be unconstitutional and beyond lawful legislative authority.

BE IT FURTHER RESOLVED that the Clerk of Macon County is hereby directed to prepare and deliver certified copies of this Resolution to all members of the Illinois General Assembly and to the Office of the Governor.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 12th day of January, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield, Chairman
Macon County Board

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

Resolution No. G-5501-01-23

WHEREAS, effective with the County Board term beginning December 2022, the Macon County Board went from 21 members to 15 members; and

WHEREAS, the County Board most recently changed its Rules of the Board in 2011; and

WHEREAS, a working group was formed to review and make suggested changes to the Rules of the Board to account for the new size of the Board as well as to make changes that have been deemed prudent and desirable since the last revision; and

WHEREAS, the Chair appointed an *ad hoc* committee to review and make recommendations regarding the business of the Board between December 2022 and January 2023, and said committee reviewed the draft Rules of the Board prepared by the working group; and

WHEREAS, the committee voted to recommend approval of the draft Rules of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in 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.

BE IT FURTHER RESOLVED that all prior Rules of the Board are repealed effective immediately upon passage of this Resolution.

PRESENTED, PASSED, and APPROVED this 12th day of January, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair



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

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 than 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, 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. Additionally, it shall oversee matters concerning the highways, roads, and bridges of Macon County.

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

1. Auditor's Office

2. Board of Review
3. Highway Department
4. Supervisor of Assessments Office
5. 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

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 OMNIBUS RESOLUTION
APPROVING BUDGET CLEAN-UP FOR FY22**

RESOLUTION NO. G-5482-01-23

WHEREAS, the Ad hoc Committee met on January 3, 2023 to discuss a request from the Auditor for a FY2022 clean-up resolution for bucket transfers listed on the attached list; and

WHEREAS, the Ad Hoc Committee approved the Auditor's request and agreed to send one FY2022 omnibus clean-up resolution to the full county board for the bucket transfers as per the attached list; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that services cannot be paid without the amending of this budget; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the budget clean-up amendment as per the attached list.

BE IT FURTHER RESOLVED BY THE Macon County Board that this Resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 12th day of January, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh A. Tanner, Clerk for the
County of Macon, State of Illinois

Kevin G. Greenfield, Chairman
Macon County Board

Macon County Bucket Resolution Year Ended 11/30/22

Department	From Account	To Account		Amount	
Gen Corporate - General	001-020-6010	001-020-7182	\$	16,000.00	
Gen Corporate - County Clerk	001-030-8020	001-030-5721	\$	1,335.00	
Gen Corporate - Co. Clerk Elec	001-031-7630	001-031-5695	\$	12,750.00	
Gen Corporate - Treasurer	001-040-7180	001-040-6010	\$	8,300.00	
Circuit Clerk	001-051-7180	001-051-5100	\$	175.00	
	050-000-7180	001-050-5030	\$	3,100.00	
Supervisor of Assessments	001-100-9040	001-100-6010	\$	6,000.00	
Recorder	001-110-5405	001-110-7115	\$	700.00	
	085-000-6011	085-000-8010	\$	86.04	
Auditor	001-160-7150	001-160-5485	\$	1,300.00	
Animal Control	080-000-7240	080-000-5040	\$	150.00	
Coroner	001-070-7295	001-070-5040	\$	300.00	
Env Mgmt	086-800-7130	086-800-6010	\$	1,961.00	
	086-800-7130	086-800-6011	\$	799.00	
	086-800-7160	086-800-6011	\$	586.14	
	086-800-7115	086-800-6012	\$	360.00	
	086-800-8060	086-800-6012	\$	426.77	
	086-800-9040	086-800-5695	\$	480.00	
	086-800-7195	086-800-5695	\$	240.00	
	086-800-8020	086-800-5695	\$	163.57	
		001-086-7583	001-086-5430	\$	14,446.19
		001-086-7581	001-086-5025	\$	2,038.43
		001-086-7582	001-086-5092	\$	2,577.57
		001-086-7200	001-086-5091	\$	1,716.25

**MACON COUNTY BOARD
RESOLUTION AUTHORIZING THE
DISBURSEMENT OF MACON
COUNTY ARPA TO THE MACON
COUNTY TRUSTEE**

Resolution No. G-5499-01-23

WHEREAS, the Macon County Board authorizes \$22,000 of Macon County ARPA funds for Macon County Trustee property to assist with Macon County property rehabilitation; and

WHEREAS, the property rehabilitation will assist both Macon County and City of Decatur residents by turning predetermined areas of the community into shovel ready project opportunities for new business and personal residences; and

WHEREAS, the Macon County Board grants the approval of ARPA funds to assist in Macon County property rehabilitation with the Macon County Trustee program thru a fee share arrangement with the City of Decatur and under City project management oversight; and

NOW THEREFORE, BE IT RESOLVED, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, authorizes the release of ARPA funds in the amount of \$22,000 for the Macon County Property rehabilitation thru the purchase of Macon County Trustee property;

PRESENTED, PASSED, and APPROVED this 12th day of January, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

**MACON COUNTY BOARD RESOLUTION
AUTHORIZING THE SUBAWARD OF
MACON COUNTY ARPA/SLFRF FUNDS TO
CIRDC & EMA**

Resolution No. G-5500-01-23

WHEREAS, The American Rescue Plan Act of 2021 (ARPA) provides for State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, the United States Treasury Department’s administration of the ARPA funds follows rules provided in U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77); and

WHEREAS, the Macon County Board desires to authorize up to \$522,000 of the ARPA funds received by Macon County to be sub awarded to CIRDC & EMA for the purpose of serving the citizens of Macon County.

WHEREAS, the County Board desires to allocate that amount as follows:

CIRDC – CADS system \$500,000
Emergency Management Agency – equipment \$22,000

totaling \$522,000 and;

WHEREAS, the recipients of ARPA funds and are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR part 200 (UG); and

WHEREAS, State and Local Fiscal Recovery Funds (SLFRF) sub-recipients are subject to requirements of the SLFRF award pursuant to 2 CFR 200.332.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that it authorizes the sub award of ARPA funds in an amount not to exceed \$522,000 to CIRDC & EMA as set forth above and for the purposes recited herein.

BE IT FURTHER RESOLVED that the County Auditor and County Treasurer are authorized to distribute the funds as set forth through the American Rescue Plan Act of 2021 (ARPA)”, which is approved by this Board and incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Chair of this Board is authorized to execute any Agreement with CIRDC & EMA contemplated by this Resolution without further action by this Board.

PRESENTED, PASSED, and APPROVED this 12th day of January, 2023

AYES _____ NAYS _____

MACON COUNTY BOARD

MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield, Chairman
Macon County Board

**Macon County Board Resolution Approving and
Appropriating Funds for the 2023 Annual MFT
Maintenance Expenditure Statement**

RESOLUTION NO. H-2314-1-23

WHEREAS, funds need to be approved and appropriated for the 2023 Annual MFT
Maintenance Expenditure Statement, Section 23-00000-00-GM.

NOW THEREFORE, BE IT RESOLVED by the Macon County Board as follows:

- (1) THAT there be appropriated and there is hereby appropriated as much as
Two Million Two Hundred Eighty-Five Thousand Six Hundred Sixteen
Dollars and Thirteen Cents (\$2,285,616.13) from the MFT Funds
Line Item 032-000-7785 (FY 23) for the above resolution.

PRESENTED, PASSED, AND APPROVED on this 12th day of January 2023.

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



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost for
 County

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Macon County Highway Dept.	Macon	23-00000-00-GM	01/01/23	12/31/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control			Rock Salt	Ton	2,000	\$91.45	\$182,900.00	\$182,900.00
Shoulder Aggregate			CA-6 Crushed Limestone	Ton	600	\$18.00	\$10,800.00	\$10,800.00
Aggregate			CA-16 Crushed Limestone	Ton	3,500	\$21.00	\$73,500.00	\$73,500.00
Seal Coat			HFRS-2 and/or HFR-150	Gallon	49,000	\$2.50	\$122,500.00	\$122,500.00
Stone Rip Rap			Class A R.R. #3 White Crushed Limestone	Ton	150	\$30.00	\$4,500.00	\$4,500.00
Crack Sealing			Asphalt Crack/Joint Seal	Pound	1,000	\$0.90	\$900.00	\$900.00
Patch & Seal Coat			CA-16 Cold Mix for Patch	Ton	250	\$120.00	\$30,000.00	\$30,000.00
Bituminous Patch			Superpave Hot Mix	Ton	400	\$105.00	\$42,000.00	\$42,000.00
Replace Culverts			Corrugated Metal Pipe	Feet	320	\$21.00	\$6,720.00	\$6,720.00
Total Operation Cost								\$473,820.00

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor	\$1,301,796.13			\$1,301,796.13
Local Public Agency Equipment	\$410,000.00			\$410,000.00
Materials/Contracts(Non Bid Items)	\$72,900.00			\$72,900.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$400,920.00			\$400,920.00
Formal Contract (Bid Items)	\$100,000.00			\$100,000.00
Maintenance Total	\$2,285,616.13			\$2,285,616.13

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$2,285,616.13			\$2,285,616.13

Remarks

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Macon County Highway Dept.	Macon	23-00000-00-GM	01/01/23	12/31/23

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

**MACON COUNTY BOARD RESOLUTION
APPROVING A RENEWAL TO THE
CONTRACTUAL AGREEMENT FOR PROVIDING
HEALTHCARE SERVICES TO THE INMATES OF
THE MACON COUNTY JAIL**

RESOLUTION NO. G-5503-01-23

WHEREAS, Macon County is required by law to provide healthcare services for inmates in the custody of the Macon County Sheriff; and

WHEREAS, it is in the best interest of the County to contract for healthcare services with a qualified healthcare service provider rather than to employ its own nurses and physicians; and

WHEREAS, Macon County previously entered into a Health Services Agreement with QCHC Management Services Company, Inc. d/b/a Quality Correctional Healthcare, for providing such healthcare services; and

WHEREAS, the current agreement is renewable for successive one-year terms if mutually desired by the parties; and

WHEREAS, the Sheriff desires to renew the agreement for an additional one-year term beginning October 6, 2022, with certain amendments to the agreement, said amended agreement being attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that it hereby approves the attached amended agreement for inmate health services at the Macon County Jail beginning October 6, 2022 through October 5, 2023.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said contract on behalf of the Board and to take any other actions necessary to finalize the agreement.

PRESENTED, PASSED and APPROVED this 12th day of January 2023.

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 FOR THE PROVISION OF HEALTHCARE SERVICES
FOR THE INMATES OF THE MACON COUNTY JAIL**

This **AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES TO THE INMATES OF THE MACON COUNTY JAIL** (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between **MACON COUNTY, ILLINOIS**, a political subdivision of the State of ILLINOIS (hereinafter referred to as the "COUNTY") and **QCHC OF ILLINOIS, PLLC. a/k/a QCHC**, a professional limited liability company qualified to do business in ILLINOIS (hereinafter referred to as "QCHC").

RECITALS

WHEREAS, the COUNTY desires to provide professional healthcare services to the INMATES/DETAINEES of the MACON COUNTY JAIL; pursuant to their obligations under the Constitution of the United States of America, the Constitution of the State of ILLINOIS, any applicable statutes, judicial orders or decisions, and any other applicable sources of law;

WHEREAS, QCHC is a corporation which provides professional and responsive healthcare services in correctional facilities and desires to provide such services for the COUNTY pursuant to the terms of this AGREEMENT; and

WHEREAS, the parties are authorized by law to enter into this AGREEMENT;

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

JAIL – the Jail in MACON COUNTY, ILLINOIS located at 333 S. Franklin Street Decatur, ILLINOIS 62523.

ELECTIVE CARE – Care which, if not provided, would not cause the INMATE/DETAINEE's health to deteriorate, or cause harm to the INMATE/DETAINEE's well-being.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of and incarcerated at the MACON COUNTY JAIL.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. The MID-LEVEL PRACTITIONER will be duly licensed in the State of ILLINOIS.

PRIMARY HEALTHCARE SERVICES -All sick calls, admission exams, screenings, physical assessments, and all other primary medical services.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SHERIFF – The SHERIFF of MACON COUNTY, or his agent or designee, such as the Jail Commander/Administrator, Warden, Chief Deputy, Chief of Staff, Under-SHERIFF, Acting SHERIFF, etc.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

ARTICLE 1:
DUTIES AND OBLIGATIONS OF QCHC

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC hereby agrees to provide for the delivery of healthcare services to the INMATES/DETAINEES under the custody and control of the SHERIFF at the JAIL according to the terms and conditions that follow:

1.1. PRIMARY CARE. QCHC shall provide primary healthcare services for all persons committed to the custody of the JAIL, except those identified in Section 1.25. The responsibility of QCHC for medical care of an INMATE/DETAINEE commences with the booking and physical placement of the INMATE/DETAINEE into the JAIL. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake, absent extraordinary circumstances. All primary healthcare services shall be conducted on-site, at the JAIL, unless otherwise addressed herein.

1.1.1. STAFFING. QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the INMATES/DETAINEES of the JAIL as described in and required by this AGREEMENT. The anticipated staffing schedule for the JAIL is included as APPENDIX A to this AGREEMENT, which the SHERIFF and QCHC may amend from time to time by mutual written consent. It is understood and agreed that QCHC employees may leave the JAIL during the workday for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS, including coverage being provided via telephone coverage only on QCHC CORPORATE HOLIDAYS. Such telephone coverage is understood to refer to non-nursing staff. Nursing staff will be available on QCHC CORPORATE HOLIDAYS to provide direct care as needed. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under ILLINOIS law, in their respective areas of practice. QCHC will maintain copies of licensure requirements for personnel. It is understood that QCHC personnel may be subject to a background

check by the COUNTY/SHERIFF and will be required to follow the SHERIFF'S rules and policies regarding security and safety in the JAIL.

The categories of staff/service providers to be provided by QCHC shall include:

1.1.2. PHYSICIAN / MEDICAL DIRECTOR / MID-LEVEL PRACTITIONER.

A Physician or MID-LEVEL PRACTITIONER will visit the JAIL for a period of time sufficient to accomplish the objectives of this AGREEMENT in accordance with the schedule as shown in APPENDIX A. A QCHC physician will be designated as the JAIL's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the JAIL.

1.1.3. NURSING. QCHC will provide on-site nursing coverage, consisting of Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs") as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT and in accordance with the schedule as shown in APPENDIX A.

1.1.4. MENTAL HEALTH. QCHC will provide mental health professionals, such as a psychiatric prescriber, counselors, and other mental health professionals, sufficient to accomplish the objectives of this AGREEMENT, in accordance with the schedule as shown in APPENDIX A.

1.2. CARE REPORTS. Upon request, QCHC will provide reports and meet regularly with the SHERIFF or designee, concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the JAIL.

1.3. DENTAL CARE. QCHC will provide for INMATES/DETAINEES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES in need of dental services from a licensed dentist. QCHC will not arrange the services of a licensed dentist. QCHC not be responsible for any cost associated with any services provided by a licensed dentist.

1.4. DISPOSABLE MEDICAL SUPPLIES. QCHC will provide for INMATES/DETAINEES disposable medical supplies intended for one-time use.

1.5. DURABLE MEDICAL EQUIPMENT AND SUPPLIES. Except for the equipment and instruments owned by the COUNTY/SHERIFF at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for the adequate provision of healthcare services during the term of this AGREEMENT and the COUNTY will reimburse QCHC pursuant to the terms of Article 3.

1.5.1. The annual cost estimate includes \$5,000.00 in expenses for durable medical equipment and supplies for the contract year. QCHC reserves the right to purchase equipment and supplies needed for the adequate provision of healthcare services up to \$5,000.00 without obtaining prior approval from the COUNTY.

1.5.2. QCHC will coordinate with the SHERIFF/COUNTY for equipment or supply purchases that exceed the \$5,000.00 budgeted for the contract year.

1.5.3. All maintenance or repair of equipment and instruments will be arranged or performed by QCHC and the COUNTY will reimburse QCHC pursuant to the terms of Article 3.

- 1.6. ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to INMATES/DETAINEES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.7. EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the JAIL, subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.8. TRAINING.** Upon request and subject to availability, QCHC will provide CPR/first aid, suicide prevention, and other training for staff of the JAIL staff, as requested by the SHERIFF. The COUNTY will be responsible for the cost of officer CPR certification cards.
- 1.9. HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES' on-site health evaluations and medical care within the guidelines set forth by the National Commission on Correctional Health Care ("NCCHC").
- 1.10. PREGNANCY/INFANT CARE/ABORTIONS.** QCHC shall arrange for and bear the cost of on-site health care for any pregnant inmate. QCHC shall not bear the cost of off-site health care services or specialty services for any pregnant inmate. QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care. Likewise, QCHC will neither arrange for nor provide abortion services.
- 1.11. INMATE/DETAINEE LABOR.** INMATES/DETAINEES will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF in the rendering of any healthcare services.
- 1.12. MANAGEMENT SERVICES.** QCHC will provide management services to include Policies and Procedures, Protocols, CQI, Cost Containment, and Utilization Management programs specific to the medical operations of the JAIL.
- 1.13. MEDICAL RECORDS.** QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each INMATE/DETAINEE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the SHERIFF's policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each INMATE/DETAINEE who is transferred from the JAIL to

another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the SHERIFF's policy with regard to access by INMATES/DETAINEES and staff of the JAIL to medical records. INMATE/DETAINEE medical records will at all times be the property of the COUNTY/SHERIFF/JAIL and shall not be the property of QCHC. QCHC will not release nor make any determinations about the release of INMATE/DETAINEE medical records. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF/COUNTY/JAIL. However, the COUNTY/SHERIFF/JAIL will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. QCHC will make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the JAIL's INMATES/DETAINEES hereunder.

- 1.14. **MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the JAIL consistent with all applicable laws.
- 1.15. **MEETINGS.** Upon request, QCHC representatives will meet with the SHERIFF or designee concerning procedures within the JAIL, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.16. **OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, file cabinets, printers, or other office-equipment located in the JAIL's medical unit at the beginning of the term of this AGREEMENT.
- 1.17. **OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES, in accordance with the SHERIFF's policies and procedures, and in coordination with the COUNTY'S off-site care coordinator and/or third party administrator, if applicable. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.
- 1.18. **CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or

recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of INMATES/DETAINEES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES to have scheduled visits to QCHC independent of any sick call requests.

- 1.19. **ON-SITE TESTING.** QCHC will provide for INMATES/DETAINEES on-site laboratory testing, which shall include, but not be limited to finger-stick blood sugar and urine dipstick for pregnancy and/or infection. Drug-screens will be performed only when clinically indicated for treatment and/or diagnostic purposes as determined by QCHC medical staff.
- 1.20. **OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.
- 1.21. **OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.
- 1.22. **PHARMACEUTICALS.** QCHC will document receipt and administration of medication in a manner acceptable to the County. All medications (formulary, non-formulary, stock, and over the counter) and their Medical Administration Records ("MAR") are to be provided by the County's pharmacy vendor.
- 1.23. **PHYSICAL EXAMINATIONS FOR INMATE WORKERS.** QCHC will provide basic physical examinations for potential INMATE/DETAINEE workers to ensure the INMATES/DETAINEES are physically capable of performing assigned work duties.
- 1.24. **PROSTHETICS.** QCHC will not be responsible for providing prosthetics and/or prosthetic supplies.
- 1.25. **INMATES/DETAINEES.** The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES in the actual physical custody of the JAIL, after being medically stabilized and committed to the JAIL. No other person(s) shall be the responsibility of QCHC. QCHC shall not be responsible for providing healthcare services of any kind for or on behalf of employees or staff of the COUNTY, SHERIFF's Department or JAIL, except for emergency care as described in Section 1.7. INMATES/DETAINEES, for example, on any sort of temporary release or escape, including, but not limited to those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the JAIL at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services. Persons in the physical custody

of other police or other penal jurisdictions at the request of COUNTY/SHERIFF are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services. Medical care rendered within the JAIL to INMATES/DETAINEES from jurisdictions other than COUNTY and housed in the JAIL pursuant to agreements between COUNTY and such other jurisdictions, or by statute, or otherwise, will be the responsibility of QCHC, to the same extent as INMATES/DETAINEES of the COUNTY.

- 1.26. SHERIFF'S POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the SHERIFF's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF which may impact the provision of medical services, including policies and procedures related to the safety and security of the JAIL. Such policies and procedures may change from time to time; if so, QCHC will be promptly notified and will operate within all policies, procedures and modifications thereof.
- 1.27. BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** QCHC medical staff will not perform body cavity searches nor collect physical evidence (blood, hair, saliva).

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE SHERIFF/COUNTY

- 2.1 INMATE/DETAINEE INFORMATION.** The SHERIFF will provide, as needed, information pertaining to INMATES/DETAINEES that QCHC and the SHERIFF mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the SHERIFF and the COUNTY.
- 2.2 OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The SHERIFF/COUNTY will provide in the JAIL adequate and sufficient office and exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff, exam space for sick calls, and storage space for equipment, supplies, medications, and medical records, as well as use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, including telephone and fax lines and internet connection, in place at the JAIL healthcare unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF possession and control of all SHERIFF or COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.
- 2.3 RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the SHERIFF will provide QCHC, at QCHC's request, the SHERIFF's records relating to the provision of healthcare services to INMATES/DETAINEES as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct.

As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will make available to QCHC such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to QCHC that the SHERIFF considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).

- 2.4 SECURITY.** The SHERIFF will maintain responsibility for the physical security of the JAIL and the continuing security of the INMATES/DETAINEES. QCHC and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of INMATES/DETAINEES and staff of the JAIL, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. The Parties hereby acknowledge and agree that the SHERIFF's responsibility to provide sufficient security to enable QCHC and its personnel to provide healthcare services to the INMATES/DETAINEES is a material term of this AGREEMENT, and that any breach thereof will automatically trigger QCHC's termination rights pursuant to Section 4.4.1 of this AGREEMENT. It is understood that the SHERIFF may screen QCHC's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of QCHC's employees regarding security/background clearance and access to the JAIL.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1** The COUNTY will reimburse QCHC for the direct costs of all services provided to INMATES/DETAINEES of the JAIL under this AGREEMENT, including, but not limited to, labor costs, medical and office supplies, non-durable/disposable equipment, durable equipment (pursuant to Section 1.5), service and repairs on equipment, medications, x-ray costs, laboratory costs, on-site dental services, medication, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the JAIL, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the JAIL, and any other costs attributable to the provision of services under this AGREEMENT. A list of costs and charges to be invoiced to the COUNTY, under the terms of this AGREEMENT, is included as APPENDIX B to this AGREEMENT, which may be amended in writing from time to time by mutual consent of the parties.

- 3.1.1.** The **annual cost estimate** for the JAIL is \$802,402.40, which is calculated from the direct costs set forth in APPENDIX B to this AGREEMENT. The annual cost estimate is based on an Average Daily Population (“ADP”) of 350 INMATES/DETAINEES in the JAIL (the “base ADP”).
- 3.1.2** Over and above the direct costs to be reimbursed to QCHC by the COUNTY, QCHC shall charge an eighteen percent (18%) “**administrative fee**”, representing such overhead, indirect expenses, support services, and other administrative costs, which cannot be captured through reimbursement for direct costs on the first \$802,402.40 in actual costs in the contract term.
- 3.1.3** The administrative fee shall be capped at \$144,432.43 for the initial contract year, such amount being defined as the administrative fee (charged at eighteen percent) on the annual cost estimate.
- 3.1.4** Should direct costs exceed the cost estimate of \$802,402.40 for the contract year, such excess costs will continue to be reimbursed to QCHC by the COUNTY, *but no administrative fees shall be charged on the excess costs.*
- 3.1** **MONTHLY PAYMENTS.** QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set the sum of: (1) the annual cost estimate for the initial contract year (2) the anticipated administrative fees on the annual cost estimate amount, which equals \$78,902.90 each month. COUNTY agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month.
- 3.2** **QUARTERLY RECONCILIATION.** Each quarter, QCHC shall present to the COUNTY an invoice for all costs incurred pursuant to this AGREEMENT, such costs being described in Section 3.1 and APPENDIX B, with supporting documentation, plus the administrative fee. If the total amount of the quarterly invoice to the COUNTY exceeds the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then the COUNTY shall pay the difference to QCHC within thirty (30) days. If the total amount of the quarterly invoice is less than the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then QCHC shall carry a credit for the difference into the next quarter, which shall then be applied to any amount owed by the COUNTY to QCHC in succeeding quarters, until such credit be reduced to zero.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 INITIAL TERM.** The term of this AGREEMENT will be from October 6, 2022 at 12:01 A.M. to October 5, 2023 at 11:59 P.M.
- 4.2 SUBSEQUENT RENEWALS.** The parties agree to review the annual cost estimate yearly to determine whether adjustments are necessary due to changes in staffing, an increase or decrease in the inmate population, or any other circumstances or conditions impacting the provision of inmate healthcare at the JAIL. If an adjustment is made to the annual cost estimate, the administrative fee will be adjusted accordingly but will not exceed eighteen (18) percent of the annual cost estimate.
- 4.3 SUBSEQUENT ANNUAL RENEWALS.** At the end of the above-stated term, this AGREEMENT will be renewable for successive one-year terms if mutually desired by both parties. If, at the conclusion of this term, or any subsequent term, this Agreement has not been expressly extended, renegotiated, or terminated, this Agreement shall be automatically extended according to its original provisions for terms of ninety (90) days until this Agreement is expressly, extended, renegotiated, or terminated.
- 4.4 TERMINATION.**
- 4.4.1 TERMINATION FOR CAUSE.** In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice and an adequate description of any alleged failure to comply and a twenty (20) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination but will not pay any penalty.
- 4.4.2 TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving sixty (60) days advance written notice to the other party. The parties may mutually agree to shorten or lengthen the required notice period under this provision.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 AMENDMENTS.** This AGREEMENT may be amended at any time only in writing and signed by both parties.
- 5.2 ASSIGNMENT.** QCHC may, without County's consent, (i) assign the Agreement to any entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with QCHC, and (ii) reorganize or change the entity type of QCHC (e.g., from a corporation to a limited liability company).
- 5.3 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or SHERIFF employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.4 COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.
- 5.5 ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.
- 5.6 EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.7 GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of ILLINOIS.
- 5.8 HOLD HARMLESS.**
- 5.8.1** QCHC will indemnify and hold harmless the COUNTY, the SHERIFF, and the JAIL employees against any loss or damage, including attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.

- 5.8.2** QCHC will not be responsible for any claims arising from actions of the COUNTY, the SHERIFF, or any employee or agent of the JAIL who prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.
- 5.8.3** QCHC will not be responsible for claims arising from negligence on the part of the COUNTY, the SHERIFF, or any employee or agent of the JAIL in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.
- 5.8.4** The COUNTY will hold harmless and indemnify QCHC, its officers and employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of the COUNTY, its agents and employees, the SHERIFF, his agents and employees, and/or employees and agents of the JAIL, which is directly related to their operation, maintenance, and security of the jail, and to provide a defense against any such claim, so long as such claim is timely tendered to the COUNTY for indemnification and defense.
- 5.9** **INDEPENDENT CONTRACTOR.** It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY or the SHERIFF. The employees of the COUNTY/SHERIFF/JAIL are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.
- 5.10** **SUBCONTRACTING.** In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these independent professionals. QCHC will not exercise control over the manner or means by which these independent contractors exercise their independent clinical judgment. However, QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of QCHC under this AGREEMENT, QCHC will provide to the COUNTY, upon request, proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars (\$1,000,000) coverage per occurrence and Three Million Dollars (\$3,000,000) annual aggregate coverage.

5.11 INSURANCE. QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.1 Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Three Million Dollars (\$3,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.11.2 Professional Liability Insurance with limits per claim of One Million Dollars (\$1,000,000) and an annual aggregate of Three Million Dollars (\$3,000,000).

5.11.3 Workers' Compensation Insurance that meets the requirements of ILLINOIS state law and which covers all QCHC employees working in the JAIL.

5.12 CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY as an additional insured under the insurance policies listed in Section 5.11, and to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and policy limits.

5.13 EQUAL EMPLOYMENT OPPORTUNITY. QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position, or any other protected category or characteristic protected by law.

5.14 NOTICES. All notices to the SHERIFF and/or the COUNTY will be addressed to:

MACON COUNTY
c/o Sheriff James Root
333 S. Franklin St.
Decatur, Illinois 62523

All notices to QCHC will be addressed to:

QCHC of Illinois, PLLC
Attn: Dr. Johnny Edward Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.15 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to INMATES/DETAINBES at the JAIL. The parties agree that they have not entered into

this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.16 SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.17 WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

FOR MACON COUNTY, ILLINOIS

By: KEVIN GREENFIELD
Its: BOARD CHAIRMAN

STATE OF ILLINOIS)
MACON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that KEVIN GREENFIELD, whose name as CHAIRMAN OF THE MACON COUNTY, ILLINOIS BOARD is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of said MACON COUNTY, on the day the same bears date.

Given under my hand this _____ day of _____ 2023.

Notary Public: _____

My Commission Expires: _____

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By: JAMES ROOT
Its: SHERIFF

STATE OF ILLINOIS)
MACON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that JAMES ROOT, whose name as SHERIFF OF MACON COUNTY, ILLINOIS is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of said MACON COUNTY, on the day the same bears date.

Given under my hand this _____ day of _____ 2023.

Notary Public: _____

My Commission Expires: _____

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FOR QCHC OF ILLINOIS, PLLC

By: Johnny E. Bates, MD
Its: President and CEO

STATE OF ALABAMA)
_____ **COUNTY**)

I, the undersigned Notary Public in and for said COUNTY and State, hereby certify that JOHNNY E. BATES, MD, whose name as PRESIDENT AND CEO of QCHC OF ILLINOIS, PLLC., is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of QCHC OF ILLINOIS, PLLC., on the day the same bears date.

Given under my hand this _____ day of _____ 2023.

Notary Public: _____

My Commission Expires: _____

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APPENDIX A
Anticipated Weekly Staffing

Position	Shift or Hours	Su	Mo	Tu	We	Th	Fr	Sa	FTE
RN HSA	8a-4:30p		8	8	8	8	8		1.0
LPN #1	6a-6:30p		12	12	12				0.9
LPN #2	6a-6:30p		12	12	12				0.9
LPN #3	6a-6:30p					12	12	12	0.9
LPN #4	6a-6:30p					12	12	12	0.9
LPN PT	6a-6:30p	12							0.3
LPN PT	6a-6:30p	12							0.3
LPN #5	10:30a-11p		12	12	12				0.9
LPN #6	10:30a-11p					12	12	12	0.9
LPN PT	10:30a-11p	12							.3
QMHP	8a-4:30p		8	8	8	8	8		1.0
Psychiatric Prescriber	4 hours per week								
Provider	2 visits per week with 24/7 call coverage								

DIRECT COSTS TO QCHC TO BE REIMBURSED BY THE COUNTY
PURSUANT TO SECTION 3.1 OF THIS AGREEMENT

Labor Costs, to include:

- Gross wages, salaries, and compensation paid to QCHC employees, agents, and independent contractors for time worked and/or duties performed at the MACON COUNTY JAIL, to include all physicians, nurses, nurse practitioners, support staff, and other medical professionals working in the MACON COUNTY JAIL
- The Employer's portion of benefit costs incurred on QCHC employees working in the MACON COUNTY JAIL
- Employer's portion of any payroll tax costs incurred on QCHC employees working in the MACON COUNTY JAIL, to the extent such costs are not already included in the gross wage
- Premiums paid by employer on workers' compensation coverage for QCHC employees working in the MACON COUNTY JAIL

Pharmacy/Medication Costs, to include:

- To the extent not supplied by the County's pharmaceutical vendor, costs of any over the counter or stock medications for use by inmates/detainees of the MACON COUNTY JAIL.
- Any taxes or shipping costs.

Medical Supplies, to include:

- Costs of all durable and disposable medical supplies required for the adequate provision of healthcare services at the MACON COUNTY JAIL
- Any taxes or shipping costs

Radiology Costs, to include:

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the MACON COUNTY JAIL for inmates/detainees of the MACON COUNTY JAIL, whether using COUNTY equipment or through a mobile radiology service, to include the cost of reading the x-ray or ultrasound

Lab Costs, to include:

- Costs of all on-site laboratory services performed for inmates/detainees of the MACON COUNTY JAIL, including shipping and supply costs

Waste Removal, to include:

- Fees charged by a professional medical waste removal service, including any taxes

Medical Equipment, to include:

- Costs of all equipment, to include costs for maintenance and service, used inside the MACON COUNTY JAIL for the provision of healthcare services to the inmates/detainees of the MACON COUNTY JAIL to the extent that such equipment, maintenance, and repair is not provided by the COUNTY.
- Any taxes or shipping fees for said medical equipment

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the MACON COUNTY JAIL related to the provision of healthcare to inmates/detainees of the MACON COUNTY JAIL
- Costs of all office equipment, such as desks, chairs, lamps, tables, computers, printers, fax machines, scanners, etc., to include costs of maintenance and repair, used by QCHC employees, agents, and independent contractors in the MACON COUNTY JAIL related to the provision of healthcare to inmates/detainees of the MACON COUNTY JAIL, to the extent such equipment is not provided by the COUNTY
- Costs of all office utilities and services inside the MACON COUNTY JAIL, to include any and all utility bills (water, electricity, etc.), and costs of phone lines, fax lines and internet connections, to the extent such are not provided by the COUNTY
- Any taxes or shipping fees

Professional Liability Insurance, to include:

- Any premium costs attributable on a per capita basis specifically for the inmate/detainee population of the MACON COUNTY JAIL
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the MACON COUNTY JAIL

Pre-Start Up Costs

- Travel, accommodation, lodging, meals, mileage, and other reimbursements for QCHC corporate employees to visit and carry out facility inspection, inventory, employee evaluation and recruitment.

Start-Up Costs

- Labor costs for QCHC corporate employees to train new employees and cover shifts until such time as the facility is staffed according to the staffing matrix.
- Travel, accommodation, lodging, meals, mileage, and other reimbursements for QCHC corporate employees to train new employees and cover shifts.

Corporate Oversight & Monitoring/Contract Compliance

- Labor costs for QCHC corporate employees to provide corporate oversight and monitoring of operations at the MACON COUNTY JAIL for the duration of the AGREEMENT.
- Travel, accommodation, lodging, meals, mileage, and other reimbursements for QCHC corporate employees to provide ongoing corporate oversight and monitoring of operations at the MACON COUNTY JAIL for the duration of the AGREEMENT.