

**AGENDA**  
**MACON COUNTY BOARD MEETING**  
**April 13, 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. PROCLAMATIONS AND RECOGNITIONS**
- 6. CONSENT CALENDAR:**  
*Appointments by the Chair-*
  - G-5521-04-23            Macon County Board Resolution Appointment to the Macon County Mental Health Board- Jeff Entler**
  - G-5522-04-23            Macon County Board Resolution Appointment/ Reappointments to the Macon County Regional Planning Commission- Decatur City Council Representative, Lisa Gregory- City of Decatur Mayor, Julie Moore Wolfe- Mount Zion Mayor, Lucas Williams**
  - G-5523-04-23            Macon County Board Resolution Reappointment of Sanitary District Of Decatur- Rob Jacobsen, Daniel Smallwood**
  - G-5524-04-23            Macon County Board Resolution Reappointment to the Macon County Board of Review- Bryan Smith**

**G-5525-04-23**                    **Macon County Board Resolution Reappointment to the Macon County Niantic Fire Protection District- David Bramel**

**G-5528-04-23**                    **Macon County Board Resolution Reappointment to the Macon County Zoning Board of Appeals- Clint Gordon, Barb Lamont**

*Approval of Minutes of Prior Meeting- (03-09-2023)*

*Claims-*

*Correspondence-*

*Delinquent Tax Deeds-*

**G-5527-04-23**                    **Macon County Board Resolution to Execute Deeds to Convey Property On Which Taxes Were Delinquent**

**8. OPERATIONS & PERSONNEL COMMITTEE**

**9. ENVIRONMENTAL, EDUCATION, HEALTH & WELFARE COMMITTEE**

*(Note- County Board Rules was not previously considered by a committee. There will be two votes: 1 on whether to allow it to be considered and 1 on whether to pass it)*

**G-5526-04-23**                    **Macon County Board Resolution Terminating Intergovernmental Agreement with City of Decatur Regarding an Animal Control Program Entered Into October 17, 2011**

**10. JUSTICE COMMITTEE**

**11. FINANCE COMMITTEE**

**12. OLD BUSINESS:**

**G-5519-03-23**                    **Discussion and Action Regarding Macon County Health Department Employee Retention Bonus Program**

**13. NEW BUSINESS**

**14. PUBLIC COMMENT**

**(Limited to 3 minutes per person and for a total of 20 minutes)**

*An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.*

**15. OFFICE HOLDERS, DEPARTMENT HEADS & EMPLOYEE COMMENTS**

**16. CLOSED SESSION**

**17. ADJOURNMENT –**

*Next Meeting May 11<sup>th</sup>, 2023*

**MACON COUNTY BOARD RESOLUTION  
APPOINTMENT TO THE MACON COUNTY  
MENTAL HEALTH BOARD  
-Jeffrey Entler**

**RESOLUTION NO. G-5521-04-23**

**WHEREAS**, it is the desire of the Macon County Board Chairman to appoint Jeffrey Entler to replace Linda Little on the Macon County Mental Health Board for the remainder term of four years set to expire June 30, 2026:

Jeff Entler  
1645 S. St. Louis Bridge Road  
Decatur, IL 62521  
Terms Expire: June 30, 2026

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves appointing Jeff Entler to replace Linda Little on the Macon County Mental Health Board for the remaining term of four years set to expire June 30, 2026.

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

**PRESENTED, PASSED, APPROVED** this 13th day of April, 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 / Reappointments to the Macon County  
Regional Planning Commission**

- Decatur City Council Representative, Lisa Gregory
- City of Decatur Mayor Julie Moore-Wolfe
- Mount Zion Mayor – Lucas Williams

**RESOLUTION NO. G-5522-04-23**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint the following individuals to the Macon County Regional Planning Commission for terms that run coterminous with their elected terms:

Julie Moore-Wolfe  
1 Gary K. Anderson  
Decatur, Illinois 62523  
Term Expires: 4-30-27

Lisa Gregory  
4156 Camelot Dr.  
Decatur, IL 62526  
Term Expires: 4-30-27

Lucas Williams  
1613 Hunters View Dr  
Mt. Zion IL  
Term Expires: 4-30-27

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the reappointments / appointment of the aforementioned individuals to the Macon County Regional Planning Commission for terms that run coterminous with their elected office terms.

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

**PRESENTED, PASSED, APPROVED** this 13<sup>th</sup> day of April, 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  
REAPPOINTMENT OF SANITARY DISTRICT OF  
DECATUR**

**– Rob Jacobsen, Daniel Smallwood**

**RESOLUTION NO. G-5523-04-23**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint the following individuals to the Macon County Sanitary District of Decatur for terms of three years set to expire first Monday in May 2026.

Daniel Smallwood  
2444 Hulitt Dr  
Decatur, IL 62521

Rob Jacobsen  
1219 Raptor Lane  
Forsyth, IL 62535

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the reappointment of the aforementioned individuals to the Macon County Sanitary District of Decatur for terms of three years set to expire first Monday in May 2026

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

**PRESENTED, PASSED and APPROVED** this 13<sup>th</sup> day of April, 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  
REAPPOINTMENT TO THE  
MACON COUNTY BOARD OF REVIEW  
- Bryan Smith**

**RESOLUTION G-5524-04-23**

**WHEREAS**, it is the desire of the Board Chairman to reappoint the following individual to the Macon County Board of Review for the term of two years that is set to expire May 31, 2025:

Bryan Smith  
3569 Redlich Drive  
Decatur, Illinois 62521  
Terms Expire: May 31, 2025

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board it hereby appoints BRYAN SMITH to the Macon County Board of Review for a term of two years set to expire at the end of May, 2025.

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

**PRESENTED, PASSED and APPROVED** this 13<sup>th</sup> day of April, 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  
REAPPOINTMENT TO THE  
NIANTIC FIRE PROTECTION DISTRICT  
-David Bramel**

**RESOLUTION NO. G-5525-04-23**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint the following individual to the Niantic Fire Protection District for a term set to expire on the 1<sup>st</sup> Monday in May, 2026:

David Bramel  
160 E. Lockhart St.  
Niantic, IL 62551  
Term Expires: 1<sup>st</sup> Monday in May, 2026

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby reappoint David Bramel to the Niantic Fire Protection District for term set to expire on the 1<sup>st</sup> Monday in May, 2026.

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

**PRESENTED, PASSED and APPROVED** this 13<sup>th</sup> day of April, 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  
Reappointment to the Macon  
County Zoning Board of Appeals  
- Clint Gordon, Barb Lamont**

**RESOLUTION: G-5528-04-23**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint the following individuals to the Macon County Zoning Board of Appeals for the term of five years which is set to expire May 31, 2028:

Clint Gordon  
8089 Pleasant View Road  
Blue Mound, IL 62513  
Terms Expire: May 31, 2028

Barb Lamont  
121 East Burgess  
Oreana, IL 62554  
Term Expire: May 31, 2028

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board it hereby reappoints Clint Gordon and Barb Lamont to the Macon County Zoning Board of Appeals for the term of five years set to expire the 31<sup>st</sup> of May, 2028.

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

**PRESENTED, PASSED and APPROVED** this 13th day of April, 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  
TO EXECUTE DEEDS TO CONVEY PROPERTY  
ON WHICH TAXES WERE DELINQUENT**

**RESOLUTION NO. G- 5527-04-23**

**WHEREAS**, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

**WHEREAS**, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

**WHEREAS**, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

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

**PRESENTED, PASSED, APPROVED** this 13th day of April, 2023.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**RESOLUTION**



WHEREAS, The County of Macon, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Macon, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

**DECATUR TOWNSHIP**

**PERMANENT PARCEL NUMBER: 04-12-11-301-008**

As described in certificate(s) : 201700447 sold November 2018

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Eldridge Management LLC, has bid \$813.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$63.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$813.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MACON COUNTY, ILLINOIS, that the Chairman of the Board of Macon County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Macon County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

**RESOLUTION**

WHEREAS, The County of Macon, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Macon, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

L 0008 B 00 FRANCIS L  
FLOREYS 2ND ADD  
OF O L  
99BK2864/769      155X40

PERMANENT PARCEL NUMBER: 04-12-13-355-011

As described in certificate(s): 201800672 sold on November 18, 2019

Commonly known as: 1803 E. DECATUR ST.

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Charles E Coleman Jr, has paid \$6,923.77 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$4,965.93 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$10.00 for cancellation of Certificate(s), the County Clerk shall receive \$70.00 for surrender of certificate. Charles E Coleman Jr shall receive \$159.00 for overpayment. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MACON COUNTY, ILLINOIS, that the Chairman of the Board of Macon County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$4,965.93 to be paid to the Treasurer of Macon County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

SURRENDER

04-23-002

**RESOLUTION**



WHEREAS, The County of Macon, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid pursuant to 35 ILCS 200/21-90, and

AND WHEREAS, Pursuant to this program, the County of Macon, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

H A WOODS WALNUT GROVE ADD OF  
O L LOT 28 BLK 8 (EX ST ROW)  
IRREG

PERMANENT PARCEL NUMBER: 04-12-10-151-003 sold on November 18, 2019

Commonly known as: 1550 N. OAKLAND AVE.  
and it appearing to the Finance Committee that the redemption/reconveyance party, Carzell Robertson, has defaulted a time payment contract.

Of the total amount due of \$4,457.75, the redemption/reconveyance party has only paid \$1,510.00. After several attempts to collect the balance, the Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MACON COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$0.00 to be paid to the County Clerk to reimburse the revolving account for the charges advanced from this account, \$415.75 is to be paid to the Agent for his services under his contract and the balance, \$1,094.25, shall be paid to the Treasurer of Macon County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

**MACON COUNTY BOARD RESOLUTION  
TERMINATING INTERGOVERNMENTAL  
AGREEMENT WITH CITY OF DECATUR  
REGARDING AN ANIMAL CONTROL  
PROGRAM ENTERED INTO OCTOBER 17,  
2011**

Resolution No. G-5526-04-23

**WHEREAS**, the County of Macon (“County”) and the City of Decatur (“City”) entered into an Intergovernmental Agreement Regarding an Animal Control Program (“Agreement”) on October 17, 2011; and

**WHEREAS**, the Agreement automatically renews on a year-to-year basis on August 1 of each year unless either party provides notice to the other of its intent not to renew not less than 90 days prior to the end of the current term.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board, assembled in regular meeting at Decatur, that the County Administrator is authorized to send notice to the City of Decatur that the County wishes to terminate the Agreement, effective at the end of the current term, July 31, 2023.

**BE IT FURTHER RESOLVED** that the County Administrator, the Sheriff, or their designees may initiate and participate in the negotiation of a new intergovernmental agreement with the City and may recommend adoption of the same to this Board.

**PRESENTED, PASSED, and APPROVED** this 13th day of April, 2023.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF MACON, ILLINOIS  
AND  
THE CITY OF DECATUR, ILLINOIS  
REGARDING AN ANIMAL CONTROL PROGRAM**

THIS AGREEMENT made and entered into the date last below executed, between the County of Macon, Illinois, hereinafter referred to as the "County" and the City of Decatur, Illinois, a municipal corporation, hereinafter referred to as the "City";

WHEREAS, pursuant to the Animal Control Act (510 ILCS 5/1 et seq.), the Humane Care for Animals Act (510 ILCS 70/1 et seq.), and the Animal Welfare Act (225 ILCS 605/1 et seq.), hereinafter referred to as "the Acts," the County Board of Macon County, hereinafter referred to as the "County Board" is required to maintain an Animal Control Program in the County; and

WHEREAS, the County Board may enter into intergovernmental contracts or agreements to assist in the operation and to modify the jurisdiction of the Animal Control Program; and

WHEREAS, through the implementation of a shared data base the animal control efforts of both the City and the County will be improved; and

WHEREAS, by the City and the County joining together in administering an Animal Control Program, the citizens of Macon County and the City of Decatur shall be afforded the protection of an effective program without the duplication of efforts which are found with each party operating a separate program, and substantial benefits in the operation of animal control efforts will accrue to the citizens of both the City and the County.

WHEREAS, the City and the County have previously entered into an Intergovernmental Agreement dated January 22, 2007, regarding the Animal Control Program and the parties desire to replace such agreement.

NOW, THEREFORE, IT IS AGREED by and between the County and the City as follows:

1. The City and the County shall form a joint Animal Control Program consisting of four main functions: Shelter Operations, Fieldwork Operations; Licensing Operations; and Prosecution.
2. The County agrees to perform the following functions, obligations and duties:
  - A. The County shall administer the Animal Control and Care Facility (the "Facility") currently located at 2820 Parkway Drive, Decatur, Illinois, and shall provide the personnel,

equipment and supplies to operate the Facility for the impoundment of animals and all its related purposes and activities. The Facility shall have reasonable hours of operation for the various divisions of the Animal Control Program based on the reasonable needs for services.

B. In general, the County shall perform the following functions:

- (1) Investigate and respond to calls concerning violations of the Acts occurring throughout the County of Macon;
- (2) Investigate and respond to calls concerning violations of Macon County Ordinances occurring in all unincorporated areas of the County of Macon;
- (3) Investigate and respond to calls concerning violations of Chapter 47 "Control of Animals, Fowl and Dogs" of the Code of the City of Decatur (the "City Code") occurring within the corporate limits of the City of Decatur;
- (4) Pick up, care for and dispose of live stray animals (known as "running at large");
- (5) Perform such fieldwork, investigation, and duties as are necessary to effectuate the purposes of the Acts, Macon County Ordinances and the City Code. This includes the duty to issue citations and/or Notices to Appear for violations of the Acts, Macon County Ordinances, and City Code, as well as write reports in situations involving possible legal action and forward those citations, Notices, and reports to the appropriate prosecutor's office, and to timely respond to reasonable requests from the prosecutor's office;
- (6) After the close of normal business hours, the County shall provide an Animal Control Warden to be on call to answer emergency calls after hours and that after hours calls will not be routinely referred to the Decatur Police Department on matters typically dealt with by Animal Control. An after hours telephone number shall be accessible to those calling Animal Control. Animal Control shall provide a reasonable response to all calls.

C. Specifically, the County shall, 24 hours per day, perform the following services:

- (1) Respond to aggressive animals capable of carrying rabies, which are running at large or threatening the safety of the public.
- (2) Respond to any bites by animals capable of carrying rabies to humans or other animals.
- (3) Respond to injured domestic animals.



- (4) Respond to wildlife capable of carrying rabies in living quarters.
- (5) Assist emergency service workers (fire, police, ambulance, sheriff, etc.) when needed.

D. Specifically, the County shall, during Fieldwork Operations business hours only, perform the following services within the corporate limits of the City:

- (1) Respond to domestic animals running at large.
- (2) Respond to welfare and/or humane investigations for violations of the Acts, County Ordinances and/or City Code.
- (3) Provide rabies vaccination enforcement and control.
- (4) Attend dangerous animal and vicious animal meetings.
- (5) Pick up and dispose of dead animals, unless such animals are on roadways maintained by the Illinois Department of Transportation.
- (6) Respond to violations under Section 17 of Chapter 47 of the City Code.
- (7) Respond to injured animals.

E. The County may negotiate and establish contracts with other entities for the use of the Animal Control facilities, including the freezer and crematory, by such other entities.

F. The County shall each month provide a report to the City indicating Animal Control and shelter activity for the month and year to date. This report shall include, but is not limited to, the following: total of all animals impounded, including dogs, cats, bite cases, owner-released animals, stray animals, adoptions, reclamations, animals euthanized, and a total of all citations and Notices to Appear issued from the Acts, the City Code, and the Macon County Ordinances.

G. The County may prosecute violations of the Acts throughout the County of Macon. Further, the County shall prosecute violations of Macon County Ordinances in all unincorporated areas of the County of Macon. However, nothing herein shall prohibit the City from prosecuting violations of the City Code occurring within the City of Decatur.

H. The County shall be entitled to retain all fees, fines, penalties, and late fees collected for enforcement and prosecution of violation of the Acts and Macon County Ordinances. Payments by the public to the County shall be made at a location or locations as determined by the County.

3. The City agrees to perform the following functions, obligations and duties:

A. The City may prosecute violations of the City Code occurring within the corporate limits of the City of Decatur.

B. The City shall be entitled to retain all fines, penalties, and late fees collected for enforcement and prosecution of violation of the City Code. Payments by the public to the City shall be made at a location or locations as determined by the City.

C. The City shall maintain a central data base for all dogs and cats registered within Macon County under the Animal Control Act. Said data base shall include rabies inoculation information for all dogs and cats anywhere within the County of Macon, as well as registration information for all dogs and cats anywhere in the County of Macon. The City shall be responsible for the costs incurred in the maintenance of said data base. The City shall share the information contained in said data base with the County at the County's request.

D. The City shall furnish and administer rabies inoculation and registration forms and serially numbered tags and any other forms or office supplies necessary for enforcement of dog and cat registration under the Animal Control Act. The registration tags shall be issued, and fees collected therefor, by licensed veterinarians in accordance with the Animal Control Act. Tags shall be distributed by the City to the veterinarians and registration fees will be collected from the veterinarians by the City.

E. The City shall remit registration fees collected from the registration of said dogs and cats to the County. The City shall provide the County with a monthly and annual accounting as to the registration fees received, animals registered, broken down by City and County registrations, and fees remitted to the County, and a monthly accounting of those not in compliance with County registration.

F. The City shall pay to the County for services performed by the County within the corporate limits of the City of Decatur a annual fee ("Service Fee") as indicated on the attached Service Fee Schedule. Said fee shall be paid quarterly and be due on or before the tenth day of the quarter for which it applies.

G. On August 1, 2012, and each year thereafter (Adjustment Date) during the entire remaining term of this Agreement, the Service Fee shall be adjusted upward and calculated as to amount for each such yearly period.

The Service Fee payments shall be increased on each Adjustment Date by the increase in the cost of living as provided herein according to the Consumer Price Index (all items) for all Urban Consumers - US City Average.

The base for computing the adjustment is the Consumer Price Index (all items) for Urban

Consumers US City Average published by the United States Department of Labor, Bureau of Labor Statistics (Index), which is published for the month nearest the Commencement Date (Beginning Index). If the Index published nearest an Adjustment Date (Extension Index) has increased over the Beginning Index, the Service Fee until the next Adjustment Date shall be set by multiplying the Term Service Fee by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

If the Index is changed so that the base year differs from that used as of the month immediately preceding the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

H. The City shall allow the County access and use of the City's telecommunications system. The County shall adhere to the Rules and Regulations as set forth by the Federal Communications Commission.

4. The Macon County Animal Control Program shall be supervised by the Macon County Sheriff.
5. The City and the County shall mutually agree on fees for registration and tags, including fines, penalties and late fees, and shall amend their respective ordinances as may be required from time to time to maintain uniformity.
6. This Agreement supplants and terminates all prior agreements applicable to the administration, management and operation of the Animal Control Program as well as all prior agreements regarding an Animal Control Program between the City and the County.
7. The City and the County each agree to indemnify and hold the other harmless for any damages or claims arising out of their respective duties and responsibilities under this Agreement or the Acts.
8. Modifications to this Agreement, including modifications of services to be provided by either party, shall be made in writing upon agreement of the City and the County.
9. This Agreement shall become effective as of August 1, 2011, and shall continue in effect until July 31, 2012, or until sooner terminated as provided herein. Unless terminated at the conclusion of a term as provided herein, this agreement shall automatically renew for another successive year.
10. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by either party upon giving the other party Ninety (90) days written notice of its

intention and desire to terminate the same.

11. Any notice required to be given under this Agreement shall be delivered by personal service or by certified mail, return receipt, as follows:

To the City: By delivering to the City Clerk

To the County: By delivering to the County Clerk

Signed, sealed and attested to the date last below written, as duly authorized.

County of Macon, Illinois

10-13-11  
Date

Jay A. Dunbar  
Chairman, Macon County Board

Attest:  
[Signature]  
County Clerk

October 17, 2011  
Date

City of Decatur, Illinois  
[Signature]  
Mayor

Attest:  
[Signature]  
City Clerk

**MACON COUNTY BOARD RESOLUTION  
 APPROVING AMENDMENT OF THE  
 FY23 HEALTH DEPARTMENT BUDGET TO  
 IMPLEMENT AN EMPLOYEE RETENTION /  
 MILESTONE BONUS PROGRAM**

Resolution No. G-5519-03-23

**WHEREAS**, the Macon County Board of Health wishes to provide incentives for employees to continue successful employment with the Macon County Health Department (MCHD); and

**WHEREAS**, the Board of Health has adopted an Employee Retention / Milestone Bonus Policy (Policy) that will provide monetary anniversary bonuses for employees with satisfactory work performance at time of anniversary date; and

**WHEREAS**, said Policy is attached to this resolution as Exhibit A; and

**WHEREAS**, the Policy was adopted by the Macon County Board of Health on February 21, 2023; and

**WHEREAS**, the Board of Health has statutory authority to adopt employment policies without the prior approval of this Board; and

**WHEREAS**, the implementation of this Policy necessitates an increase in the Health Department’s FY23 Health Fund Budget, as set forth below; and

**WHEREAS**, the Board of Health has adopted this Policy in an attempt at attracting and retaining qualified employees in a time where economic conditions make such attempts necessary, and not for the mere purpose of spending additional monies; and

**WHEREAS**, the proposed additional expenses shall be paid from the Health Fund and other Health Department restricted funds, said restrictions permitting these expenses, which have reserves that are sufficient to pay them without increasing the tax burden on the citizens of Macon County; and

**WHEREAS**, an emergency situation exists in that the ability of the Health Department to hire and retain qualified employees to provide critical services to the public will be compromised without the requested amendment of the Health Department’s FY23 budget; and

**WHEREAS**, the Board of Health’s request to amend its FY23 budget was reviewed by this Boards EEHW Committee on February 23, 2023, and said committee recommended approval.

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

<u>Account Code</u>	<u>Account Title</u>	<u>Debit</u>	<u>Credit</u>
020-605-5713	Admin Bonus Pay	64,375	
020-770-5713 Grant 770 Project 77001	CCU WR Bonus Pay	25,125	
020-770-7210 Grant 770 Project 77001	CCU WR Membership/Dues		25,125
020-610-5713 Grant 671	COVID Crisis Bonus Pay	15,375	
020-610-7210 Grant 671	COVID Crisis Membership/Dues		15,375

**PRESENTED, PASSED, APPROVED** this \_\_\_\_ day of \_\_\_\_ 23.

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 Health Department Employee Retention / Milestone Bonus Policy

## Preamble

In an effort to provide incentives for employees to continue successful employment with the Macon County Health Department, a monetary bonus policy is adopted as described below.

### **1. Definitions**

- a. **Anniversary Date:** The first day of the month following an employee's start date. For example, an employee who begins employment on January 24, shall have an anniversary date of February 1 for each subsequent year of employment. An employee's most recent date of hire will determine the anniversary date; prior interrupted employment shall not be considered.
- b. **Milestone or Milestone Date:** The Anniversary Date occurring upon the accumulation of 5 years, 10 years, 15 years, 20 years, 25 years, and 30 years of uninterrupted employment.

### **2. Milestone Bonuses for Employees Who Have Achieved at Least 5 Years of Employment**

- a. Employees shall be paid a Milestone Bonus upon the accumulation of 5 years, 10 years, 15 years, 20 years, 25 years, and 30 years of uninterrupted employment.
- b. The Milestone Bonus amounts shall be as follows:

5 Years	\$1,000
10 Years	\$2,000
15 Years	\$3,000
20 Years	\$4,000
25 Years	\$5,000
30 Years	\$6,000

- c. Milestone Bonuses shall be paid with the first paycheck following the Milestone Date.
- d. Milestone Bonuses shall not be paid to employees who are on a corrective action plan on their Milestone Date.

### **3. Bonus Payments During Calendar Year 2023**

a. This Milestone Bonus policy is effective as of January 1, 2023. Because there are numerous employees who have reached various milestones prior to 2023, but who may not reach their next milestone for years, the policy for 2023 only is as follows:

- i. Employees who have or will celebrate a Milestone in calendar year 2023 will receive their Milestone Bonus in the normal fashion; i.e., with the first paycheck following the Milestone Date.
- ii. Employees who achieved a Milestone Date prior to 2023 will receive a Milestone Bonus for the most recently achieved Milestone not later than the second paycheck after adoption of this policy by the Board of Health and appropriation is made therefore by the County Board, whichever occurs later.
- iii. Employees shall receive only one bonus based on the most recently achieved Milestone Date.

**4. Employees In Their First Year of Employment (Applicable Going Forward)**

- a. Employees who are in their first year of employment shall receive a bonus of \$125 after their first 90 days, provided they have a satisfactory evaluation. First year employees shall receive an additional \$250 after 180 days of employment, provided they have a satisfactory evaluation.

**5. Employees In Years 2 Through 4 of Employment (Applicable in 2023 Only)**

- a. In recognition of employees who have been employed for more than 1 year, but who will not achieve the 5 Years Milestone in 2023, such employees shall receive a one-time bonus of \$500, payable not later than the second paycheck after adoption of this policy by the Board of Health and appropriation is made therefore by the County Board, whichever occurs later. This Bonus shall be paid only to such employees who are in good standing at the time the bonus is to be paid.

**6. No Creation of or Vesting of Rights**

- a. This policy shall not be construed or understood to create or to vest in any employee a right to such bonus. This policy may be terminated by the Board of Health at any time without prior notice and without liability for then-unpaid Milestone Bonuses.
- b. An employee shall have no recourse for the failure or refusal of the Board of Health to pay any bonus described herein.
- c. Employees whose employment terminates between a Milestone Date and payment of the Milestone Bonus shall not be entitled to receive the Milestone Bonus.



**Employee Retention Bonus 5-year projection:**

**2023 - \$104,875.00**

(\$40,500 from grants, \$64,375 from health fund).

Initial; 2-4 years: 31 employees

5 years: 20 employees

10 years: 2 employees

15 years: 9 employees

20 years: 3 employees

25 years: 3 employees

30 years: 0 employees

**2024 - \$22,000**

5 years: 2 employees

10 years: 3 employees

15 years: 0 employees

20 years: 2 employees

25 years: 0 employees

30 years: 1 employee

**2025 - \$27,000**

5 years: 8 employees

10 years: 3 employees

15 years: 0 employees

20 years: 2 employees

25 years: 1 employee

30 years: 0 employees

**2026 - \$25,000**

5 years: 9 employees

10 years: 2 employees

15 years: 0 employees

20 years: 3 employees

25 years: 0 employees

30 years: 0 employees

**2027 - \$46,000**

5 years: 9 employees

10 years: 4 employees

15 years: 1 employee

20 years: 1 employee

25 years: 2 employees

30 years: 2 employees

**2028 - \$20,000**

5 years: 0 employees

10 years: 8 employees

15 years: 0 employees

20 years: 1 employee

25 years: 0 employees

30 years: 0 employees