

AGENDA
MACON COUNTY BOARD MEETING
November 9, 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:

Appointment by the Chair-

G-5610-11-23

Macon County Board Resolution Reappointments to the Macon County Rural Transit Advisory Group- Tara Murray, Julie Walker, Teresa Smith, Emily Dobson, Debra Kraft

G-5611-11-23

Macon County Board Resolution Reappointments to the Macon County Extension Board- Jeff Entler, Linda Little

G-5612-11-23

Macon County Board Resolution Reappointment to the Macon County Ethics Commission- Jerry Lord, Ted Paine

Approval of Minutes of Prior Meeting- (10-12-23)

Approval of Minutes of Prior Republican Caucus Meeting

Claims-

Correspondence-

- Delinquent Tax Deeds-
7. **OPERATIONS AND PERSONNEL COMMITTEE**
- G-5617-11-23 **Macon County Board Resolution Accepting A One-Year Cyber Insurance Proposal Through Arthur J Gallagher**
- G-5618-11-23 **Macon County Board Resolution Accepting a Grant from the Illinois Housing Development Authority's Strong Communities Program-Round 2**
- G-5619-11-23 **Macon County Board Resolution Approving the Holidays for 2024**
8. **ENVIRONMENTAL, EDUCATION, HEALTH & WELFARE COMMITTEE**
- O-148-11-23 **Macon County Board Ordinance Amending Section 96.17 of the Macon County Code (Animal Control Registration Fees)**
- Z-1256-11-23 **Macon County Board Resolution Regarding Case S-01-10-23 A Petition Requesting Renewal of a Special Use Permit Submitted By Izaak Walton League of America**
- Z-1257-11-23 **Macon County Board Resolution Regarding Case S-02-10-23 A Petition Requesting Renewal of a Special Use Permit Submitted By Stephen & Shannon Comer**
9. **JUSTICE COMMITTEE**
- G-5613-11-23 **Macon County Board Resolution Authorizing Disposal of Surplus Property by The Macon County Circuit Court, Macon County Probation Department and Macon County Circuit Clerk's Office**
- G-5614-11-23 **Macon County Board Resolution Entering Into an Agreement with Peoria County for the Sale of Juvenile Detention Bed Space**
- G-5615-11-23 **Macon County Board Resolution Amending the Public Defender's FY2023 Budget For the Additional Funding Provided by the State of Illinois**
- G-5616-11-23 **Macon County Board Resolution Approving a Labor Agreement between Macon County and the Illinois FOP Labor Council on Behalf of the Macon County Court Security Officers**
10. **FINANCE COMMITTEE**
- G-5620-11-23 **Macon County Board Resolution Accepting a One-Year General Liability And Property Insurance Proposal through Arthur J Gallagher**
- G-5621-11-23 **Macon County Board Resolution Approving the Third Addendum to Amended and Restated Multiple Facilities Lease**

NOTICE TO THE BOARD AND PUBLIC – THE BUDGET AND TAX LEVY RESOLUTIONS SET FORTH BELOW WILL BE VOTED ON AS AN OMNIBUS VOTE (AS A SINGLE GROUP) PURSUANT TO 55 ILCS 5/2-1005 UNLESS ANY BOARD MEMBER OBJECTS TO SUCH AN OMNIBUS VOTE

B-1-11-23 **Macon County Board Resolution Statement to Establish Budgets for 2023-2024 Fiscal Year**

- B-2-11-23** **Macon County Board Resolution Establishing Valuation of All Taxable Property in Macon County, Illinois**
- B-3-11-23** **Macon County Board Resolution Establishing Tax Levy for General Corporate Fund Purposes**
- B-4-11-23** **Macon County Board Resolution Establishing Tax Levy for Retirement Fund Purposes**
- B-5-11-23** **Macon County Board Resolution Establishing Tax Levy for Social Security Fund Purposes**
- B-6-11-23** **Macon County Board Resolution Establishing Tax Levy for Insurance Loss and Liability Fund Purposes**
- B-7-11-23** **Macon County Board Resolution Establishing Tax Levy for Judgment Fund Purposes**
- B-8-11-23** **Macon County Board Resolution Establishing Tax Levy for the Health Department Unit Fund Purposes**
- B-9-11-23** **Macon County Board Resolution Establishing Tax Levy for County Highway Fund Purposes**
- B-10-11-23** **Macon County Board Resolution Establishing Tax Levy for Matching Fund Purposes**
- B-11-11-23** **Macon County Board Resolution Establishing Tax Levy for County Special Bridge Fund Purposes**
- B-12-11-23** **Macon County Board Resolution Establishing Tax Levy for DPBC Lease Fund Purposes**
- B-13-11-23** **Macon County Board Resolution Establishing Tax Levy for Historical Museum Fund Purposes**
- B-14-11-23** **Macon County Board Resolution Establishing Tax Levy for Veterans Commission Fund Purposes**
- B-15-11-23** **Macon County Board Resolution Establishing Tax Levy for Mental Health Fund Purposes**
- B-16-11-23** **Macon County Board Resolution Establishing Tax Levy for Macon County Extension Fund Purposes**
- B-17-11-23** **Macon County Board Resolution of Authorization for Tax Anticipation Warrants against Levies for Various Funds Herein**
- B-18-11-23** **Macon County Board Resolution Approving the 2023-2024 Budget**

11. EXECUTIVE COMMITTEE

- G-5622-11-23** **Macon County Board Resolution Regarding Semi-Annual Review of Closed Session Minutes**

12. OLD BUSINESS

13. NEW BUSINESS

Note: Macon County Board Rules will be suspended for consideration of this resolution

G-5623-11-23

Macon County Board Resolution Approving a Labor Agreement between Macon County and the Illinois FOP Labor Council on Behalf of the Macon Command Deputy Sheriff's

14. PUBLIC COMMENT:

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

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

15. OFFICE HOLDERS, DEPARTMENT HEADS AND EMPLOYEE COMMENTS

16. CLOSED SESSION

17. ADJOURNMENT-

-Next Meeting December 7th, 2023

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENTS TO THE MACON COUNTY
RURAL TRANSIT ADVISORY GROUP**

- Tara Murray, Julie Walker, Teresa Smith, Emily Dobson, Debra Kraft

RESOLUTION NO. G-5610-11-23

WHEREAS, it is the desire of the Board Chairman to reappoint the following individuals to the Macon County Rural Transit Advisory Group for two year terms:

Tara Murray 3741 Windsong Ct Decatur, IL 62521	Julie Walker 2545 Millikin Pkwy Decatur, IL 62526	Teresa Smith 609 W. Pauline St Taylorville, IL 62528	Emily Dobson 625 N. Colfax Monticello, IL 61856
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Debra Kraft
9817 Nevada Road
Blue Mound, IL 62513

Terms Expire: November 30, 2025

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named individuals to the Macon County Rural Transit Advisory Group for two year terms set to expire November 30, 2025.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 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
REAPPOINTMENTS TO THE MACON COUNTY
EXTENSION BOARD**

RESOLUTION NO. G-5611-11-23

WHEREAS, it is the desire of the Board Chairman to re-appoint the following individuals to the Macon County Extension Board for three-year terms:

Jeff Entler
1645 S. St. Louis Bridge Road
Decatur, Illinois 62521
Term Expires: 11-30-26

Linda Little
1413 West Sunset
Decatur, Illinois 62522
Term Expires: 11-30-26

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointments of the above-named individuals to the Macon County Extension Board for three-year terms set to expire November 30, 2026.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ETHICS COMMISSION**

- Jerry Lord, Ted Paine

RESOLUTION NO. G- 5612-11-23

WHEREAS, it is the desire of the Board Chairman to re-appoint the following individuals to the Macon County Ethics Commission:

Jerry Lord	Ted Paine
3646 Pleasant View Ct	2370 N. Summit Ave.
Decatur, IL 62526	Decatur, IL 62526
Term Expires: 11- 30-26	Term Expires: 11-30-26

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby re-appoints the above-named individuals to the Macon County Ethics Commission.

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

PRESENTED, PASSED and APPROVED this 9th day of November, 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 ACCEPTING
A ONE YEAR CYBER INSURANCE PROPOSAL
THROUGH ARTHUR J GALLAGHER**

RESOLUTION NO. G- 5617-11-23

WHEREAS, Macon County wishes to mitigate risk caused by cyber events; and

WHEREAS, Macon County has had cyber insurance coverage for the prior four years; and

WHEREAS, there are very few insurers in the cyber market from which to obtain quotes; and

WHEREAS, a quote for Cyber insurance has been received for the policy year 12/1/23 to 12/1/24 in the amount of \$ 38,321 from CIRMA (Counties of Illinois Risk Management Agency) through Arthur J Gallagher; and

WHEREAS, the Operations and Personnel Committee met on October 23, 2023 and discussed the proposal and agreed with the recommendation that the CIRMA proposal be accepted for the 12/1/23 – 12/1/24 coverage; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves accepting the attached proposal in its entirety from Counties of Illinois Risk Management Agency (CIRMA), presented by Arthur J Gallagher.

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

PRESENTED, PASSED, and APPROVED this 9th day of November, 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
ACCEPTING A GRANT FROM THE ILLINOIS
HOUSING DEVELOPMENT AUTHORITY'S
STRONG COMMUNITIES PROGRAM –
ROUND 2**

Resolution No. G-5618-11-23

WHEREAS, the County of Macon (the “Recipient”) has been awarded a grant (the “Grant”) from the Illinois Housing Development Authority (the “Authority”) program administrator of the Strong Communities Program Round 2 (the “Program”), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the “Act”), and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Recipient shall enter into the Funding Agreement (the “Agreement”) with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed Three Hundred and Thirty Seven Thousand Dollars (\$337,000), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within Macon County, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Macon County Administrator, Tamara Wilcox and Director of Planning and Zoning, Tracy Sumpter of the Recipient (the “Signatories”) are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Signatories are hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Recipient hereby ratifies, authorizes, and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that it authorizes the grant award of IHDA funds in an amount not to exceed \$337,000 as set forth above and for the purposes recited herein.

PRESENTED, PASSED, and APPROVED this 9th day of November, 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 THE HOLIDAYS FOR 2024**

RESOLUTION NO. G-5619-11-23

WHEREAS, the Operations & Personnel Committee (O&P) met on October 23, 2023 and discussed the holidays for the 2024 year; and

WHEREAS, the Committee has approved the following dates to be observed as

Holidays for Macon County for 2024:

Monday	New Year's Day (Observed)	January 01, 2024
Monday	Martin Luther King Jr. Day	January 15
Monday	Lincoln's Birthday (Observed)	February 12
Monday	Washington's Birthday (Observed)	February 19
Friday	Good Friday	March 29
Monday	Memorial Day	May 27
Wednesday	Juneteenth Independence Day (Observed)	June 19
Thursday	Independence Day	July 4
Monday	Labor Day	September 2
Monday	Columbus Day (Observed)	October 14
Tuesday	2024 General Election Day	November 5
Monday	Veteran's Day	November 11
Thursday	Thanksgiving Day	November 28
Friday	Day Following Thanksgiving Day	November 29
Wednesday	Christmas Day(Observed)	December 25

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the forenamed Holidays are hereby approved as legal Holidays for Macon County, Illinois, for 2024, subject to negotiated contracts.

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

PRESENTED, PASSED and APPROVED this 9th day of November, 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 ORDINANCE
AMENDING SECTION 96.17 OF THE
MACON COUNTY CODE (ANIMAL
CONTROL REGISTRATION FEES)**

No. O-148-11-23

WHEREAS, currently, Section 96.17 of the Macon County Code sets the fee to register a cat or dog at \$10 if it is spayed or neutered and \$35 if it is not; and

WHEREAS, the County and City of Decatur's contract for animal control services requires the registration fees of County and City to be uniform; and

WHEREAS, the City currently sets the fee to register a cat or dog at \$15 if it is spayed or neutered and \$50 if it is not.

NOW, THEREFORE, BE IT ORDAINED by the Macon County Board, assembled in regular meeting at Decatur, that the Macon County Code is amended as follows:

1 § 96.17 REGISTRATION PROCEDURES.

2 (A) All dogs and cats kept and maintained within the county shall be registered by the
3 owner or owners thereof with Macon County Animal Control through its authorized
4 agents. Such registration shall be valid for one year from the date of a one-year
5 vaccination, and three years from the date of a three year vaccination. The annual
6 registration fee for dogs and cats registered within 30 days of inoculation against rabies
7 shall be ~~\$10~~ 15 if the dog or cat is spayed or neutered and ~~\$35~~ 50 if the dog or cat is not
8 so altered. The owner or owners thereof shall remit the required registration fee for each
9 dog or cat at the time of inoculation. The veterinarian who inoculated the dog or cat shall
10 collect the registration fees. The veterinarian shall remit the registration fees collected to
11 the Macon County Animal Control through its authorized agent. If the vaccination is
12 obtained out of county, the registration fee must be paid to the authorized agent for
13 collection for Macon County Animal Control. The registration fee for any dog or cat
14 registered more than 30 days after the date of inoculation against rabies shall be double

15 the original fee. Exempt from the registration fee are trained public safety agency owned
16 dogs maintained by public safety officers for use in public safety duties full-time, with
17 proof of such certified by the public safety agency's chief or other agency head.

18 (B) Upon payment of the annual registration fee, unless exempt from such payment, a
19 registration certificate will be issued by the veterinarian who shall remit the original to
20 the Macon County Animal Control through its authorized agent. A copy of said
21 certificate shall be kept by the owner and the veterinarian inoculating the dog or cat. The
22 registration certificate shall be appropriately numbered and serially filed by the
23 authorized agent of Macon County Animal Control.

24 (C) The provisions of this section shall not apply to dogs or cats the owners of which are
25 not residents within the county and are temporarily within the county for a period of less
26 than 30 days, nor shall they apply to feral cats.

BE IT FURTHER ORDAINED that this Ordinance will take effect on December 1, 2023.

PRESENTED, PASSED, and APPROVED this 9th day of November, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE S-02-10-23 A PETITION REQUESTING RENEWAL OF A SPECIAL
USE PERMIT SUBMITTED BY STEPHEN & SHANNON COMER.**

RESOLUTION NO. Z-1256-11-23

WHEREAS a petition filed by Stephen & Shannon Comer requesting renewal of a Special Use Permit to allow a second residence on the property where a primary residence already exists in (R-4) Single Family Residential Zoning. The property is situated on 9.74 acres and is legally described as:

Part of Lot Four (4) of subdivision of the Southwest ¼ of Section 3, Township 16 North, Range 3 East of the 3rd P.M., as per plat recorded in Book 149, Page 101 of the records in the Recorder's Office of Macon County, Illinois more particularly described as: Beginning at a point 7.50 chains south of the Northwest Corner of the Southwest ¼ of Section 3, Township 16 North, Range 3 East of the 3rd P.M., thence East 9.76 chains, thence South 10.43 chains, thence West 9.76 chains, thence North to the place of Beginning, except Beginning at the Northwest corner of said tract; thence East 54 links; South 8.25 Chains; thence West 54 Links; thence North to the place of beginning, together with an easement for ingress and egress as per instrument recorded September 17, 1999 in Book 2917 on Page 596 as Document No. 1523017. Situated in Macon County, Illinois.

This property is commonly known as 5874 Apollo Drive, Decatur, IL 62521
Oakley Township PIN 14-13-03-301-004.

WHEREAS, at the required public hearing on October 4, 2023 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. The Special Use Permit constitutes a license issued to the named petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. With the passing of the current family members residing in the secondary home, the second home will be removed off the property.
3. Special use permit is for a 5-year period. After that time, the permit may be renewed if approved. The Special Use Permit will expire on November 9, 2028.

WHEREAS, on October 26, 2023 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting renewal of a Special Use Permit to allow a second residence on the property where a primary residence already exists in (R-4) Single Family Residential Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to Approve the petition requesting renewal of a Special Use Permit to allow a second residence on the property where a primary residence already exists in (R-4) Single Family Residential Zoning with the above stipulations recommended by the Zoning Board of Appeals.

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

PRESENTED, PASSED, and APPROVED this 9th day of November 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
REGARDING CASE S-01-10-23 A PETITION REQUESTING RENEWAL OF A SPECIAL
USE PERMIT SUBMITTED BY IZAAK WALTON LEAGUE OF AMERICA.**

RESOLUTION NO. Z-1257-11-23

WHEREAS a petition filed by Izaak Walton League of America requesting renewal of a Special Use Permit to allow the operation of a private campground in (R-1) Single Family Residential Zoning. The property is situated on 30.89 acres and is legally described as:

The East Half of the South West Quarter and the South 4 Acres of the West Half of the West Half of the South East Quarter of the North West Quarter of Section 22, Township 17 North, Range 3 East of the 3rd P.M. except beginning at the South West corner of the East half of the South West Quarter of said Section 22, thence North 1741 feet, thence North 70° 50' East 543 feet, thence South 86° 45' East 477.5 feet thence North 81° 59' East 324 feet to East line of the East Half of the South West Quarter of Section 22, thence South 1946 feet to the South East corner of said East Half of the South West Quarter, thence West 1334.5 feet to the point of beginning. Situated in Macon County, Illinois.

This property is commonly known as 5179 Old Stage Coach Road, Oreana, IL 62554
Whitmore Township PIN 18-08-22-300-007.

WHEREAS, at the required public hearing on October 4, 2023 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. The premises shall have one permanent residence for custodial/security purposes.
2. The premises shall have adequate trash service and receptacles near the permanent residence to encourage proper disposal of litter.
3. The premises shall have a maximum of 50 camping sites at one time.
4. Each camping site shall observe a minimum setback of 10 feet from property lines.
5. Campers shall be restricted to occupancy between April 1st and October 31st annually.
6. Discharge of firearms on the premises shall be prohibited.
7. Hunting on the premises shall be prohibited.
8. The premises shall remain in conformance with all Macon County Ordinances.
9. The premises shall conform to all other applicable state and local laws and regulations.
10. Any activity on the premises that results in a disorderly conduct citation shall serve as a violation of the terms of this permit.

11. The Special Use Permit shall be limited to a period of 10 years and will expire on November 9, 2033.

WHEREAS, on October 26, 2023 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting renewal of a Special Use Permit to allow the operation of a private campground in (R-1) Single Family Residential Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

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

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

PRESENTED, PASSED, and APPROVED this 9th day of November 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
AUTHORIZING DISPOSAL OF SURPLUS
PROPERTY BY THE MACON COUNTY
CIRCUIT COURT, MACON COUNTY
PROBATION DEPARTMENT AND
MACON COUNTY CIRCUIT CLERK'S
OFFICE**

Resolution No. G-5613-11-23

WHEREAS, the Macon County Circuit Court, Macon County Probation Department and Macon County Circuit Clerk has surplus property that is no longer serviceable or needed; and

WHEREAS, the property has been determined to be either obsolete or broken and is therefore not usable by the Macon County Circuit Court, Macon County Probation Department and Macon County Circuit Clerk's Office or any other County department; and

WHEREAS, the Macon County Circuit Court, Macon County Probation Department and Macon County Circuit Clerk desires the authority to dispose of said property, as more fully described in the attached list.

NOW THEREFORE, BE IT RESOLVED, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the Macon County Circuit Court, Macon County Probation Department and Macon County Circuit Clerk's Office is authorized to take any steps necessary to dispose of said property, including but not limited to, recycling, selling, or destroying said property.

PRESENTED, PASSED, and APPROVED this 9th day of November, 2023.

AYES ___ NAYS ___

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY

Joshua A. Tanner
Macon County
Clerk

Kevin R.
Greenfield Chair

88102

Release of Custody of Surplus Equipment for Recycling

I hereby certify that the equipment listed below is surplus equipment from my department and release the equipment to be refurbished, recycled and/or disposed. I understand that I am responsible for complying with any confidentiality/data security procedures beyond the measures that are routinely implemented by Macon County Environmental Management and its contractors.

Department Courts Signature [Signature] Date 9/8/23

Type (i.e. printer, monitor, CPU, etc.)	Make/Model	Serial Number	Macon Co. ID	Notes
Monitor	SVA-VR175	D311200306	4121	obsolete
Printer	HP/43047A	VND3B29845		failed/obsolete
Computer	HP/E3U80T	2UA4241858		failed/obsolete
Printer	HP/P3015	JPBD500430		failed/obsolete
Monitor	Compaq	545AF06AA766		obsolete
Monitor	Compaq	115CG43HC111	2397	obsolete
Computer	HP/4000	MXL7551QLK		failed/obsolete
Monitor	Comp Lab	821HE1CY05144		obsolete
Monitor	HP/E-M87A	CNC044QVHK		obsolete
Printer	HP/63247A	VND3B0526		failed/obsolete
Printer	HP/CE402A	CNB9020805		failed/obsolete

Please choose one of the following methods to release custody of equipment.

- 1) Make a drop-off at Environmental Management's office in the Macon County Office Building, Room 408. It is recommended that you first make an appointment by calling 217-425-4505 or emailing EnvironmentalManagement@co.macon.il.us.
- 2) Arrange for a pick-up. For the Macon County Office Building, please contact Environmental Management by calling 217-425-4505 or emailing EnvironmentalManagement@co.macon.il.us. For other buildings, please contact Decatur Public Building Commission by completing a Request for Maintenance form.

For MCEM use: Receiving date _____ By _____ (Form revised on 8/16/2017)

8/20/22

Release of Custody of Surplus Equipment for Recycling

I hereby certify that the equipment listed below is surplus equipment from my department and release the equipment to be refurbished, recycled and/or disposed. I understand that I am responsible for complying with any confidentiality/data security procedures beyond the measures that are routinely implemented by Macon County Environmental Management and its contractors.

Department CWETS Signature [Signature] Date 9/8/23

Type (i.e. printer, monitor, CPU, etc.)	Make/Model	Serial Number	Macon Co. ID	Notes
Printer	HP/CE462A	CNB9X70308		Obsolete
Printer	HP/CE462A	CNB9D33357		Obsolete
Computer	HP/D8C59UT	MXL32107C1		Failed/obsolete
Computer	HP/LA071UT	2UAF330CKB		Failed/obsolete
Computer	HP/T4L78UT	2UAF9091FXZ		Failed/obsolete
DIT Tape Media	IBM/HP	NSN		QTY = 59 Cartridges for destruction/disposal
Misc-				Keyboards/mouse/cables/manually
Printer	HP/P4014	PNAX340198		Failed - obsolete
Printer	HP/P4014	JPDF052265		Failed - Obsolete

Please choose one of the following methods to release custody of equipment.

- 1) Make a drop-off at Environmental Management's office in the Macon County Office Building, Room 408. It is recommended that you first make an appointment by calling 217-425-4505 or emailing EnvironmentalManagement@co.macon.il.us.
- 2) Arrange for a pick-up. For the Macon County Office Building, please contact Environmental Management by calling 217-425-4505 or emailing EnvironmentalManagement@co.macon.il.us. For other buildings, please contact Decatur Public Building Commission by completing a Request for Maintenance form.

For MCEM use: Receiving date _____ By _____ (Form revised on 8/16/2017)

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

RESOLUTION NO. G-5614-11-23

WHEREAS, Macon County Probation and Court Services Department has currently had an intergovernmental agreement with Peoria County for the sale of six (6) reserved juvenile detention bed spaces, in exchange for a financial payment for the past year; and

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

WHEREAS, the proposed Intergovernmental agreement was discussed by the Macon County Justice Committee on October 26, 2023 and recommended for approval to the Macon County Finance Committee; and

WHEREAS, the proposed Intergovernmental Agreement was discussed by the Macon County Finance Committee on October 30, 2023 and recommended for approval by the full Board, and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby authorizes the Board Chairman and Director of Court Services to enter into the attached Intergovernmental Agreement for the Sale of Secured Bed Space in the Peoria County Juvenile Detention Center pursuant to the attached agreement for a term of January 1, 2024 to December 31, 2024.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 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

INTERGOVERNMENTAL AGREEMENT FOR THE SALE OF SECURED BED SPACE IN THE PEORIA COUNTY JUVENILE CENTER

Whereas, the Peoria County Juvenile Detention Center (hereinafter referred to as "Host County") and the County of Macon (hereinafter referred to as "Home County") are units of local government authorized by Section 10 of Article 7 of the Constitution of the State of Illinois to contract to obtain services; and

Whereas, the Home County desires to obtain reserved bed space in the Peoria County Juvenile Detention Center (hereinafter referred to as "The Center") in exchange for financial payment and other considerations for services to the Host County and

Whereas, the Home County anticipates that it will have bed space available in excess of its current needs and will guarantee bed space to the Home County according to the terms of this agreement and

Whereas, this intergovernmental agreement (hereinafter referred to as "contract") is executed to provide the Home County a specific amount of guaranteed bed space in the Center;

Therefore, it is agreed between the parties hereto as follows that:

1. In exchange for financial and other considerations listed below, the Home County expressly states its desires and commitment to contract with the Host County to use six (6) guaranteed detention beds for 365 days each contract year beginning on January 1, 2024. The Home County expressly states its commitment to renew the terms of this contract for an additional ONE (1) YEAR beyond the initial contract period stated above according to the terms, conditions, and consideration contained in the Intergovernmental Agreement. At the end of this term or any future term, if both parties mutually agree, this contract may be extended for an additional year, pursuant to the provisions of paragraph 4 below. Guaranteed bed space must be used within the period of each contract year. Bed space will not accumulate from one contract year to the next.
2. The Home County shall pay the Host County the sum of \$383,250 for the six (6) guaranteed beds for each year of the contract. The sum represents six (6) guaranteed beds annually rented at \$175.00 per bed day (\$175x6x365) and transportation costs for one officer. The Home County shall pay the host County the hourly wage or wages for the additional transports and/or transport requiring a second officer. Situations that require the assignment of a second transportation officer shall be mutually agreed upon in advance by both the Home County and the Host County (e.g., Gender of juvenile(s) transported, number of juveniles transported at any one time, juvenile(s) determined to be high safety or flight risk by home county or host county, etc.). The Host County shall provide the Home County with an invoice for the additional juvenile transports every month, and the Home County shall pay the billed amount within 90 days of the invoice date.
3. The Home County shall pay the Host County the amounts due to Peoria County monthly, beginning January 1, 2024.
4. If both the Home County and the Host County mutually agree to extend the contract for another year, The daily charge for bed space shall be increased yearly at a rate equal to the Consumer Price Index (i.e., CPI-U; U.S. City Average; all items; not seasonally adjusted) published by the United States Department of Labor. The change in payment shall be directly proportional to the percent change in the CPI Index between January of the current year and January of the preceding year. However, the change in payment shall not increase more than 8% or less than 4% from the preceding contract year.
5. The Home County can contract additional detention beds as space is available during any contract year, provided payments due to the Center are not delinquent. Additional detention bed space depends on the

Host County's current population availability of transportation services and will be determined solely by the Host County. Each additional bed shall be billed at the same contractual daily per denim rate. The Host County shall provide the Home County an invoice for the additional detention bed space every month, and the Home County shall pay the billed amount within sixty (60) days of the invoice date.

The Home County agrees to request that the Court call juvenile's cases at the beginning of the docket whenever reasonably possible.

6. The Host County shall provide transportation services one (1) time per day for scheduled court appearances and detention hearings, so long as such arrangements fall within statutory time containments, consistent with the Host County's policies related to transportation. These hearing times shall be scheduled at set times on Monday through Friday. All other transports will be billed as incidental transportation costs. Incidental transportation costs include mileage, gas, and the highest hourly pay rate at the time and half of the transport officer. Transporting female and/or multiple male/female juvenile(s) requires two transport officers.

The Host County will provide transportation to and from these court hearings. During all court hearings, the responsibility of the juvenile will be shared between the transportation officer, probation officers, and courthouse security. If a juvenile's hearing has not begun within one (1) hour of the scheduled court time, the Home County assumes the cost of the transport officer's hourly rate at time and half. It is agreed that the Home County will make every effort to expedite the timeliness of scheduled court hearings. It is agreed upon that every effort will be made to group all juveniles' court hearings so that their court times are scheduled as closely as possible to minimize transportation costs.

The Home County will be responsible for transporting all juveniles upon initial arrest. If the Home County requests transportation service from the Host County and the Host County can accommodate the requested transport, the Home County will be billed all incidental transportation costs. Incidental transportation costs include mileage, gas, and the highest hourly pay rate at the time and half of the transport officer. Transporting female and/or multiple male/female juvenile(s) requires two transport officers. If these transportation services are requested, The Host County will attempt to complete the transport within three (3) hours after the referral has been made to detain the juvenile(s). Unless otherwise requested, the pickup location for juveniles will be the Home County Sheriff's Department. This provision is based on the available federal transportation grant funding.

The Host County shall provide transportation to the Illinois Department of Juvenile Justice (IDJJ) for committed juveniles when the Host County is scheduled to complete a transport to IDJJ. This is providing all required paperwork has been submitted adequately to IDJJ promptly. The Host County can also transport the Home Counties juvenile(s) to IDJJ outside these circumstances if the Home County agrees to pay the transportation cost. There may be times when transportation services are not available due to unforeseen situations such as, but not limited to, inclement weather. In these rare situations, if the Home County can transport the juvenile(s) to The Center, the Host County will provide transportation to future court hearings.

The Host County's failure to comply with this provision shall not provide grounds for a breach of contract claim. Instead, non-compliance with this provision will be resolved administratively through the respective Department's Directors.

7. The Host County agrees to provide the juvenile(s) with shelter, supervision, food, education services, mental health counseling, and routine medical care via services available at the Center and nutrition by the Illinois Department of Juvenile Justice (IDJJ), AOIC, PREA (Prison Rape Elimination Act) and NCCHC standards and regulations for juvenile detention facilities.

8. The Host County shall provide non-emergency, routine medical care via services available at the Center to juveniles detained there. The Host County shall not be financially liable or responsible for Home County juveniles who receive "non-routine" medical and/or dental treatment while detained in the Center. The Home County is responsible for guaranteeing payment of all costs associated with non-routine medical and dental care. Non-routine medical care includes but is not limited to emergency room care, hospitalization, emergency medical transportation, emergency dental treatment, and all medical expenses, including prescription medications incurred by Home County's while the juvenile is in the Center.

Pursuant to IDJJ, AOIC, and NCCHC standards, the Home County shall provide a physical examination within seven (7) days, a mental health assessment within fourteen (14) days, and a dental examination within thirty (30) days. The current cost for these services is \$40, \$40, and \$40.

The Host County will direct all treating entities to directly bill the legally "responsible party" (i.e., parents, medical insurance company, legal custodian, or Medicaid) before seeking remuneration from the Home County. The sole exception to this provision will involve those circumstances where a Host County juvenile requires prescription medication, in which case the Host County shall be billed directly. Otherwise, Host County will assume financial responsibility only if the juvenile has no medical coverage or ability to pay or if a balance exists after payment by others.

9. If a juvenile detained by the Home County must be admitted to a Peoria area hospital or another local medical/mental treatment facility, the Home County agrees to immediately petition the Court for an Order releasing the minor into the custody of the minor's parent or legal guardian, or make arrangements to provide qualified juvenile staff from the Home County to supervise the minor or reimburse the Host County for all personnel and transportation cost necessary to provide additional juvenile staff to supervise the minor, if requested to do so by the Home County.

The agreed-upon cost for the Host County to supervise the Home County juveniles admitted to a Peoria hospital or other local medical treatment facility for a period exceeding six (6) hours is \$46 per hour per officer.

10. When a Home County's juvenile causes property damage or physical injury to another person while detained at the Center, the Host County agrees to initially seek compensation for any costs arising out of those damages from the juvenile's legally "responsible party" (i.e., parents, medical insurance company, legal custodian, State of Illinois, or Medicaid) before seeking remuneration from the Home County. The Home County will assume financial responsibility only if a juvenile has no insurance coverage or ability to pay or if a balance exists after payment by others.
11. The Home County agrees to save and hold harmless, indemnify, and defend the Host County, its employees, officers, and agents from all responsibility, claims, damages, or lawsuits for latent injuries or illness that its juvenile may be harboring at the time of entering the Center, excluding any wanton and willful misconduct of the Host County, its employees, officers, and agents.
12. The Home County agrees to use a detention screening instrument approved by the Probation Division, Administrative Office of the Illinois Courts, to determine the appropriateness of secure detention. The parties recognize that using secure detention for minors charged with status offenses (e.g., truancy, runaway situations, and illegal consumption of alcohol) is inappropriate and inconsistent with State and Federal guidelines. The parties agree that status offenders will not be ordered into secure detention. All minors must be adjudicated delinquent by the provisions of Illinois Compiled Statutes, Chapter 705, Section 405/5, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois or in violation of a Court Order for Probation. This includes youth on warrants and/or charged with contempt of court when the original offense is a status offense.

The Host County agrees to provide 24/7 coverage to screen law enforcement referrals from the Home County. The cost of this service is \$3,600 annually.

13. The Host County has tendered a Certificate of Liability Insurance, which the Home County has accepted. The Host County's liability arising from the services provided in this contract is expressly limited to any amounts payable from that insurance. The Home County shall be provided thirty (30) days prior notice, in writing, of any Notice of Cancellation or material change of said insurance coverage.
14. The parties to this contract acknowledge that this contract is binding and enforceable on both parties, which the Host County is obligated to provide guaranteed bed space in the quantities agreed to and that the Home County is obligated to pay for those services according to the charges, terms, and conditions outlined above. The parties may declare that contract null and void for good cause based upon gross negligence, criminal misconduct, or failure to abide by the terms and conditions of the contract on the part of either party. The parties may also declare this contract null and void where the substantial performance of the contract has been altered by unforeseen, accidental, or events beyond the control of either party.
15. Should the Home County repudiate this contract for any reason other than as provided in paragraph 14 above, the Home County shall pay the Host County the costs for each contracted bed. For the number of bed days that had not been prepaid, according to the contract rate specified in this agreement with the Center, and in addition, the Home County shall pay to the Host County a penalty equal to sixty (60) days at the contract rate for contract year in force at the time of the repudiation of this contract. The Host County shall also be entitled to any legal or attorney fees necessary to enforce the Host County's rights under the provisions of this paragraph of the contract.
16. The Center and the Home County agree to provide a contact person available twenty-four hours. The Center's contact person shall be identified as the Assistant Superintendent or Superintendent and can be contacted at the Center at the following telephone exchange (309)-634-4201. The Host County has a member of management present or on call 24 hours a day, 365 days a year. The Home County's contact person shall be identified as the Director and can be contacted at the following exchange: (217) 424-1444 during regular business hours. After normal business hours, the Home County's on-call person can be contacted via the Macon County Sheriff's Office at the following exchange: (217) 424-1321.
17. Nothing in this agreement shall be construed to create a relationship of employer/employee or principal and agent between the parties. In the performance of this agreement, the Center, its employees, and agents shall act as and shall be deemed independent contractors of the Home County.
18. This document constitutes the entire agreement of the parties. It suspends all oral agreements and negotiations between the parties relating to the subject matter hereof and any previous agreements presently in effect between the parties. This agreement and all the provisions hereof are intended to be whole; no provision or any part thereof is to be severable.
19. The rights and duties under this agreement may not be assigned or transferred without the other party's prior permission.

Brian Braun
 County of Peoria
[Signature]
 County of Peoria

 County of Macon

 County of Macon

Director
 Title
JPC SUPERINTENDENT
 Title

 Title

 Title

9.27.23
 Date
9/27/23
 Date

 Date

 Date

**MACON COUNTY BOARD RESOLUTION
AMENDING THE PUBLIC DEFENDER'S
FY2023 BUDGET FOR THE ADDITIONAL
FUNDING PROVIDED BY THE STATE OF
ILLINOIS**

Resolution No. G-5615-11-23

WHEREAS, the Macon County Public Defender's Office is in need of additional funding to offset the cost to be incurred by the implementation of the Pretrial Fairness Act; and

WHEREAS, the Macon County Public Defender's Office has received State-allocated funds in the amount of \$124,422.41; and

WHEREAS, these State-allocated funds can be used as needed and will roll into the next fiscal year if not used during the FY23 budget cycle; and

WHEREAS, the Macon County Public Defender's office would like to confirm this amount has been added as Miscellaneous Revenue to line 001-120-4900 for use by the Macon County Public Defender's Office; and

WHEREAS, this Resolution was presented and discussed at the Justice Committee on **October 26, 2023** and the Justice Committee voted to recommend approval of this Resolution by the full County Board.

NOW THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular session at Decatur, Illinois, that the Public Defender's FY2023 budget be amended as follows:

<u>Account</u>	<u>Amount</u>
<u>Amended Expense</u>	
001-120-4900	\$124,422.41

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

PRESENTED, PASSED, and APPROVED this 9th day of November, 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 A LABOR AGREEMENT
BETWEEN MACON COUNTY AND the
ILLINOIS FOP LABOR COUNCIL on
BEHALF OF THE MACON COUNTY COURT
SECURITY OFFICERS**

RESOLUTION NO. G-5616-11-23

WHEREAS, the Macon County Board Negotiations Committee has reached a labor agreement between Macon County and the Illinois FOP Labor Council on behalf of the Macon County Court Security Officers; and

WHEREAS, the attached contract reflects the modifications to the labor agreement with the Illinois FOP Labor Council and that has been agreed to by all parties involved.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached contract setting forth the modifications to the labor agreement between Macon County and the Illinois FOP Labor Council on behalf of the Macon County Court Security Officers effective December 1, 2023, thru November 30, 2027.

PRESENTED, PASSED and APPROVED this 9th day of November, 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**

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF MACON AND MACON COUNTY SHERIFF

Macon County Court Security Officers

December 1, 2023– November 30, 2027

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream- Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911**



AGREEMENT
BETWEEN
COUNTY OF MACON/ MACON COUNTY SHERIFF
AND
ILLINOIS FOP LABOR COUNCIL
REPRESENTING
MACON COUNTY COURT SECURITY OFFICERS

December 1, 2023 through November 30, 2027

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ARTICLE I - AGREEMENT

This Agreement is entered into by the Sheriff of Macon County, Illinois and the Macon County Board (hereinafter referred to jointly as the "Employer" and individually as the "County Board" or "Sheriff"), and the Illinois Fraternal Order of Police Labor Council on behalf of and with the bargaining unit members of the Sheriff's Office (hereinafter referred to as the "Union" or "Labor Council").

ARTICLE II - RECOGNITION

Section 2.1. Unit Certification

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full-time employees of the County of Macon and the Sheriff of Macon County in the following title: Court Security Officer (ILRB Case No. S-RC-19-042); and all other employees of the County of Macon and Sheriff of Macon County.

Section 2.2. New Classifications

The Employer agrees to negotiate with the Union concerning any newly created classifications/titles which are eligible for inclusion in the bargaining unit.

ARTICLE III - NO STRIKE

Section 3.1. Strike / Lockout Prohibited

Neither the Union nor any of its officers or agents will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out Employees during the term of this Agreement. No member of the bargaining unit shall refuse to cross a picket line, by whoever established, in connection with the performance of his official duties.

Section 3.2. Union Action

Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately order such members to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take reasonable, effective and affirmative action to secure the member's return to work as promptly as possible.

Section 3.3. Penalties

Any or all the employees who may have violated any of the provisions of this Section may be discharged or disciplined in accordance with applicable sections of this Agreement, by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceedings involving breach of this provision, the sole

question for the Arbitrator to determine is whether the employee engaged in the prohibited activity.

ARTICLE IV - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the office of the Sheriff, and all management rights repose in it. Except as specifically amended, changed or modified by this Agreement, these rights include, but are not limited to, the following:

- (a) To direct all operations of the office, and of the County as a whole;
- (b) To establish reasonable work rules and schedules of work; within statutory and/or regulatory limitations;
- (c) To hire, promote, transfer, schedule and assign employees in positions, and to create, combine, modify and eliminate positions within the office;
- (d) To suspend, demote, discharge and take other disciplinary action against employees, in accordance with this Agreement;
- (e) To lay off employees;
- (f) To maintain efficiency of office operations;
- (g) To take whatever action is necessary to comply with the State and/or Federal Law;
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds and amounts of services to be performed, as pertains to office operations, and the number and kind of classifications to perform such services;
- (k) To contract out for goods and/or services;
- (l) To determine the methods, means and personnel by which operations within the respective departments are to be conducted;
- (m) To take whatever action is necessary to carry out the functions of the office in situations of emergency.

The Employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and

selection of new employees, examination techniques and direction of employees. The Employer, however, shall be required to bargain collectively about policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

ARTICLE V - UNION ACTIVITY

Section 5.1. Bulletin Boards

The Employer shall provide bulletin board space for the Union's use. The items posted shall not be political, partisan or defamatory in nature.

Section 5.2. Union Officials

The Union agrees to provide written notification to the Employer within ten (10) working days following election or selection of Union representatives, stewards, or other Union officials to enforce the Contract. Labor Council officials shall have reasonable access to the Employer's premises for the purpose of administering this Agreement.

Section 5.3. Leave without Pay to Attend Union Meetings

A maximum of one (1) employees may request a leave of absence of up to four (4) days without pay to attend Union sponsored meetings, workshops, and conferences. The request must be submitted in writing at least ten (10) days prior to the requested leave of absence. Permission for such a leave shall not be unreasonably denied.

Section 5.4. Union Meeting Space

The Employer agrees to provide space for regular Union meetings.

Section 5.5. Negotiations

A reasonable number of employees shall be released from work, with pay if the negotiations are held during Employees' working hours, in order to participate in collective bargaining sessions with the Employer.

ARTICLE VI - DUES DEDUCTION

Section 6.1. Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct the amount of Labor Council dues as set forth by the Union and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date.

Section 6.2. Dues

With respect to any officer on whose behalf the Employer receives written authorization form as provided for in Appendix B agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of each month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. A Union member desiring to revoke their Union membership may do so by written notice to the Employer and the Union. Upon receipt of the written notice, the Employer shall no longer be obligated to collect Union dues from said employee.

Section 6.3. Indemnification

The Labor Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with this Article.

ARTICLE VII - INDEMNIFICATION

The Employer will provide any payment for legal counsel, should the Macon County Sheriff's Office be unable to provide legal representation for the defense of any employee, against whom a civil and/or criminal complaint is filed or grand jury proceedings are instituted, for actions against them arising out of the performance of their duties.

The Employer shall save harmless and indemnify any Employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such an employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his duties, either on or off duty, within the general scope of his/her employment, and that such damages did not result from the willful and wrongful acts for gross negligence of such employee(s), unless said acts were pursuant to a direct command by a supervisory officer. However, such employees must, within five (5) calendar days from the date he/she is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the State's Attorney and notify the Sheriff in a like manner. It is understood that, upon receipt of such documents by the Employer, all matters pertaining to the representation of such Employee(s) shall be assumed by the Macon County State's Attorney and/or the insurance company that provides the Employer with coverage for such matters.

In any case, the Employer's requirement to indemnify under this Article shall comply with the Local Government Tort Immunity Act of Illinois, as amended from time to time.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 8.1. Definition of a Grievance

A grievance is defined as any unresolved difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 8.2. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees.

Nothing herein shall prevent an employee from filing a grievance without Union involvement. The employee so filing such grievance may advance the grievance through Step 2 of the grievance procedure. The settlement of such grievances shall be consistent and in compliance with the terms of this Agreement.

Either party may have the grievant, or one grievant representing group grievants, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure.

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 8.3. Subject Matter

Only one subject matter shall be covered in any one grievance. A written grievance shall contain a statement of the grievant's complaint, the article(s) and section(s) of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date filed.

Section 8.4. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next Step, except Step 3 Arbitration.

Time Limits at any step of the grievance procedure may be extended by mutual written agreement of the parties.

Section 8.5. Steps in Procedure

- Step 1:** Immediate Non-Bargaining Unit Supervisor: The employee, alone or with one (1) Union representative, shall orally contact his/her immediate, non-bargaining unit supervisor within ten (10) working days after he/she knew or should have known of the cause of such grievance. In the event of a grievance, the Employee shall perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. The employee's immediate, non-bargaining unit supervisor shall, within ten (10) working days, orally inform the employee of his decision. The "workday" shall be defined as any day on which the Employer's administrative offices are open and conducting business.
- Step 2:** Sheriff: If the grievance is not settled at the Step 1, the Union shall prepare a written grievance and present it to the Sheriff no later than ten (10) working days from the date of receipt of the Step 1 response. After the grievance is presented at Step 2, the Sheriff shall discuss the grievance with the Union and the grievant. The Sheriff shall respond in writing within ten (10) working days following the meeting.
- Step 3:** Arbitration: If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within fifteen (15) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. Failure to appeal the grievance(s) within the fifteen (15) working day's timeframe shall be deemed to result in a grievance being withdrawn.

Section 8.6. Arbitration

The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators to hear the dispute. The parties shall alternatively strike the names of Arbitrators. The order of striking shall be determined by a toss of a coin; with the loser selecting first. The remaining name shall be the Arbitrator.

The Arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Decatur, Illinois, unless mutually agreed to otherwise.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. The Employer or Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be

reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The decision of the Arbitrator shall be in writing and submitted within 30 calendar days of the close of the hearing or submission of briefs by the parties whichever is later, unless the parties agree to a written extension. The Arbitrator's decision and award shall be final and binding on the Employer, the Union and the employee or employees involved. The Arbitrator shall have no power to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

ARTICLE IX - HOURS OF WORK

Section 9.1. Workday and Work Schedule

The regular scheduled workday shall consist of up to eight (8) consecutive hours of work within a 24-hour period. Employees will work a 5/2 work schedule Monday through Friday (five (5) consecutive workdays, followed by two (2) consecutive days off).

Section 9.2. Work Week

The work week shall begin at 12:00 midnight on Saturday and shall end at 11.59 p.m. the following Friday.

Section 9.3. Overtime Compensation

Any Employee required and/or authorized to work in excess of eight (8) hours per day or over forty (40) hours per week will be paid one and one-half (1½) times the Employee's regular rate of pay for all such hours worked; calculated in 10-minute increments. Overtime paid in cash shall be paid in the payroll period it is earned, if possible, or in the next payroll period at the latest.

Section 9.4. Compensatory Time

In lieu of overtime compensation, at the discretion of the Employee, the Employee can earn compensatory time off at the rate of one and one-half (1½) hours for each hour worked for which overtime would otherwise be paid. Compensatory time off may be accrued and carried up to a maximum of eighty (80) hours in each fiscal year. Employee who has accrued eighty (80) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation. This eighty (80) hours of compensatory time shall be a "rolling" eighty (80) hours (i.e., an Employee has 80 hours, uses 8 hours, can now accrue another 8 hours. Annually, employees shall have the option to sell back any accrued compensatory time, so long as the County is given notification by November 1st of that year. The County shall provide the employee a separate check not later than the following December 1st. Once the employee provides the County with notification of intent to sell-back accrued compensatory time, said time shall be deemed unavailable for use by the employee.

Section 9.5. Meal and Rest Periods

Employees shall be granted a total of sixty (60) minutes of paid meal and rest period time during each work shift. Meal periods may be interrupted.

Section 9.6. Call-Back and Standby/On-Call Status

- (a) Employees who are called back in order to work outside their normal work schedule shall be credited within a minimum of two (2) hours worked. Said credited hours shall be compensated as cash or compensatory time at the employee's(s') choice.
- (b) Should an employee(s) be placed on restricted Standby or Emergency On-Call status, by the Sheriff or his authorized agent. or the presiding judge or his designee, thereby meaning that all the employee(s) must report for duty within a minimum amount of time, any or all employee(s) placed on such on-call status shall receive overtime pay, cash or compensatory time at the employee(s) choice, for all time while on-call.

ARTICLE X - SENIORITY / LAYOFF / RECALL

Section 10.1. Probation

All employees shall serve a probationary period of twelve (12) consecutive months of on the job training from date of hire. At any time during the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the twelve (12) consecutive months of on the job training probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

Section 10.2. Definition of Seniority

Seniority is defined as the employee's length of continuous months of full-time service with the County or Sheriff's Office since the Employee's last date of hire. Bargaining Unit Seniority shall be defined as the length of continuous months of full-time service in the bargaining unit and shall be used to determine vacation preference, shift preference, layoff and layoff recall, transfers, promotions, or job assignments,

Section 10.3. Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an Employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Is laid off for more than two (2) years or for an equal amount of time as their accrued seniority at the time of layoff, whichever is greater;
- (d) Fails to report for work at the expiration date of a leave of absence;
- (e) If an Employee on a leave of absence for personal or health reasons accepts other employment without permission; or,

- (f) If he/she is retired.

Section 10.4. Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit Employees at least twice each year.

Section 10.5. Layoffs

When the Employer determines that layoffs are necessary, it shall also determine the number of Employees to be laid off and shall make notification to the Union of the number of Employees that will be subject to layoff. Employees shall be laid off by bargaining unit seniority, with the least senior employee being laid off first.

Section 10.6. Recalls

Employees shall retain recall rights for two (2) years or an equal amount of time to their accrued bargaining unit seniority at the time of layoff, whichever is greater. If the Employer authorizes that a vacancy be filled, Employees on layoff with recall rights shall be recalled based on their bargaining unit seniority but must be capable and qualified to perform the job duties and be recertified by the State Training Board.

Employees eligible for recall should be given three (3) calendar days' notice of recall by registered or certified letter sent to the Employee's last known address. It is the responsibility of an Employee on layoff to provide the Sheriff with his latest mailing address. The Employee must notify the Sheriff, within three (3) days after receipt of the notice, if he/she will accept the recall and must be able to report to work within fourteen (14) calendar days from the date of notification of acceptance of the recall. If an Employee is unable to report for work within the required time period due to illness, injury or other documented medical reason, then the next senior employee(s) shall be recalled.

ARTICLE XI - DISCIPLINE / DISCHARGE

Section 11.1. Discipline

An Employee may be disciplined or discharged by the Sheriff for just cause. The Sheriff recognizes the principles and tenets of progressive and corrective discipline.

Discipline shall be limited to:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension without pay;
- (d) Discharge.

Discipline shall be imposed in a manner which does not embarrass the Employee in front of other employees or the public.

Section 11.2. Limitation

The Sheriff's agreement to use progressive and corrective disciplinary action does not prohibit the Sheriff from imposing discipline which is commensurate with the severity of the offense. The Sheriff shall notify the employee and the Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 11.3. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Employee of the contemplated discipline to be imposed, the Sheriff shall notify the Union Representative of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contractual rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity, but not required, to make a statement regarding the contemplated discipline; and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 11.4. Time Limitation

The Sheriff shall take a reasonable amount of time to investigate the matter, but in no event shall discipline be imposed longer than forty-five (45) days following the pre-disciplinary meeting.

Section 11.5. Investigatory Interviews/Representation

Where the Sheriff desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Sheriff or his designee will first notify the employee in writing of such interview. Employees shall have the right to Union representation by the Labor Council or a local unit representative at their choosing during any questioning by the Sheriff or his designee that the employee reasonably believe could lead to discipline. The sheriff or his designee shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting and formal investigation as defined in the act.

Employees may be placed on paid administrative leave during an investigation and/or pending the imposition of discipline.

Section 11.6. Discipline Consideration

Misconduct which has been the subject of discipline under this Article shall not be considered or used in imposing discipline for subsequent offenses where there has been a twenty-four (24) month period of no discipline being imposed on the employee.

Section 11.7. Citizen Complaints

Prior to any investigation regarding employee misconduct, the Employer will require that the citizen complaint be put in writing by the complainant on the form used by the Office. Any discipline will be done in a timely, progressive manner, accompanied by counseling. The affected employee will be notified of the citizen’s complaint as soon as possible, unless the complaint is criminal in nature.

Section 11.8. Discipline Appeal/Review

All discipline may be subject to appeal/review through the grievance and arbitration provisions of this Agreement with the consent of the Union. Where the discipline imposed is for thirty (30) or more days or in the matter of termination, discipline grievances shall be filed at Step-3 Arbitration of the grievance procedure within fifteen (15) working days from receipt of the written notice of discipline to be imposed. All other measures of discipline grievances may be filed according to the grievance procedures listed at Step-1.

ARTICLE XII - HOLIDAYS

Section 12.1. Holidays

The following days shall be observed as paid holidays:

New Year's Day	Labor Day
MLK Day	Columbus Day
Lincoln's Birthday	Election Day (even years)
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

The Courthouse typically closes at noon on Christmas Eve and New Year’s Eve. Employer will work do its best to employ a skeleton staff on these days.

In recognition of the above holidays, employees shall receive the day off with pay. If the scheduled holiday falls on a Saturday or Sunday, the Employer will designate in advance another day that will be observed as the holiday. Such observed holiday will be declared as either the Friday preceding the holiday or the Monday following the holiday. In the event the Board names an additional holiday(s) during the year, employees covered by this Agreement shall also receive the additional holiday(s).

Section 12.2. Work on a Holiday

In the event an employee is required to work on a paid holiday, such employee shall be paid at the rate one and one-half (1.5) times their regular rate of pay for all hours worked on the holiday; this pay shall be in addition to eight (8) hours of holiday time to be used at a later date.

Section 12.3. Courthouse Closures

Employees who do not work as the result of a courthouse closure, for reasons other than holidays as listed above, shall be paid for all hours missed as the result of the closure.

ARTICLE XIII - LEAVES OF ABSENCE

Regular full-time employees are eligible for paid time off hours for the following reasons and in accordance with the following conditions and procedures:

Section 13.1. Sick Leave

An employee shall earn one (1) day per month of service as sick leave. The employee may utilize such leave for sickness of the employee or a member of the employee's immediate family and/or spouse and/or significant other who resides with him/her, or to attend physical and dental examinations that could not be scheduled during the employee's off duty hours. The employee must notify and gain approval from their supervisor of the intended use of sick leave as soon as possible and no later than ninety (90) minutes prior to the start of the employee's work shift.

Sick leave may be carried over from year to year and may be accumulated up to two hundred forty (240) days. Unused sick leave upon retirement shall be utilized according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits.

Section 13.2. Personal Leave

On each anniversary date of employment, an employee shall be credited with twenty-four (24) hours of personal business leave. The employee is eligible to utilize such leave for personal needs including, but not limited to, personal business matters, attendance at weddings, and similar affairs, all subject to approval by the employee's immediate supervisor. Personal leave shall be used in not less than four (4) hour increments. Personal leave shall not be used to extend sick leave but may be allowed to be used in conjunction with vacation if it is approved by the Sheriff.

Employees shall be permitted to carry-over eight (8) hours of personal leave from year to year.

Section 13.3. Funeral Leave

Upon request, all employees shall be granted three (3) days paid leave upon the death of the employee's spouse, or the employee's spouse's father, mother, children, stepchildren, brother, sister, grandparents and grandchildren. In the event the foregoing would require travel in excess of 300 miles, employees shall receive two (2) additional days of paid funeral leave. Requests for additional bereavement time in the form of paid leave shall not be unreasonably denied but will be judged on the circumstances presented to the Sheriff at the time of the request.

Section 13.4. Jury Duty or Subpoena

Any employee called for jury duty shall have leave, with pay, to perform that duty. Also, if an employee receives service of a subpoena, he/she shall have leave with pay. Any pay received for jury or witness service shall be turned over to the Macon County Treasurer, except that the employee may also keep any pay for service performed on a regularly scheduled day off or while on vacation. Employees shall return to work if the jury is dismissed and one (1) hour or more remains in the workday.

Section 13.5. Service-Connected Injury

An employee who suffers an on-the-job injury or illness shall be covered under the Illinois law.

Section 13.6. Exhaustion of Paid Time Off

In those cases where all other available leave has been exhausted, the Sheriff may consider applications for extended leave without pay, where the employee has at least one (1) full year of continuous service and there is substantial evidence that the employee will be able to return to work. Such extended leave without pay shall be granted under restrictions and/or conditions, as the Sheriff deems appropriate, in the Sheriff's sole discretion.

Section 13.7. Illness or Injury Leave

Employees who have utilized all of their accumulated paid time off and the leave time allowed under the Family Medical Leave Act and are unable to report back to work because of the start of or continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave. During said leave, the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during the period of disability, unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer, in writing, of the disability and approximate length of time needed for leave. The granting of this request is in the sole discretion of the Sheriff.

Section 13.8. Employee Rights after Leave

When an Employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position in which the employee was incumbent prior to the commencement of such leave.

Section 13.9. Failure to Return from Leave

Failure to return from a leave of absence after the expiration date shall be considered prima facie evidence that the employee has resigned, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within twenty-four (24) hours after the expiration of the leave of absence.

Section 13.10. Family Leave

The Employer agrees to comply with all Federal and State laws regarding family leave.

Section 13.11. Military Leave

The Employer will comply with State and Federal laws governing leaves for military service and reserve training.

ARTICLE XIV - VACATIONS

Section 14.1. Vacation Periods

Employees shall earn vacation time in accordance with the following schedule:

Employees employed 1-6 years.....	10 days
Employees employed 7-14 years.....	15 days
Employee's employed 15 -19 years.....	20 days
Employee's employed 20-24 years	21 days
Employee's employed 25-29 years.....	22 days
Employee's employed 30-34 years.....	23 days
Employee's employed 35-40 years.....	24 days
Employee's employed 41-44 years.....	25 days

Vacation credits shall be earned on the employee's anniversary date of employment.

Vacation time must be taken in increments of at least one-half (1/2) day at a time and may not be taken until it is earned. Vacation time shall not be accumulated for more than twelve (12) months after the end of the anniversary date in which it is earned, except that an employee may carry over one week of vacation to the next year so long as the Employer has authorized such carryover.

Section 14.2. Payment at Separation

If an Employee dies, is laid off, resigns or is terminated, and has completed twelve (12) months of continuous service, the Employee (or beneficiary in case of death) shall receive, on a pro-rata basis, any unused vacation pay. Eight (8) hours of vacation pay shall be paid to the Employee for each unused vacation day accrued.

Section 14.3. Rate of Pay

The rate of vacation pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular job on the pay day immediately preceding the Employee's vacation period.

Section 14.4. Vacation Scheduling

Between November 1 and December 1 of each calendar year, Employees may submit, in writing to the Court Security supervisor their preferences for vacation in the

next calendar year, provided an employee may not submit more than two (2) preferences. During this sign-up period, vacations will be granted based on seniority; except that a vacation preference of five workdays (forty (40) hours) in a work week will trump a vacation preference of less than five workdays. An employee who has been granted his first preference shall not be granted another preference request if such would require denial of the first preference with a less senior employee.

Employees who choose not to fill their preferences by December 1 or who have not utilized all their vacation time shall be granted vacation on a first come – first served basis depending upon the operational needs of the Court Security operation. The Sheriff may cancel any vacation due to a bona fide emergency.

Employees may take any of their vacation each year based on one day at a time, provided such single day vacations are requested and approved by the Court Security operations supervisor at least four (4) days in advance of the requested vacation day.

ARTICLE XV - INSURANCE

Section 15.1. Health Insurance

- (a) The County shall provide a plan for major health, accident, medical, hospitalization and life insurance coverage and agrees to pay 75% for family and/or single coverage. The County may, from time to time, change the insurance carrier or self-fund its insurance program if it elects to do so. If both spouses work for the County, they will have the option of selecting individual plans or one plan. The Employees covered by this Agreement shall receive the same insurance coverage as the Macon County Deputies.
- (b) Employees on unpaid leaves of absence may continue insurance coverage at their own expense except as provided in Article IX, Section L of this Agreement. As to periods of unpaid leave which are less than a full calendar month, the employees shall reimburse the County for a percentage of the County's premium payment for the month determined by dividing the number of calendar days during the month on which the employee is on unpaid leave status by the number of calendar days in the same month.
- (c) The County shall continue to provide health insurance that is substantially the same coverage through BlueCross BlueShield or another acceptable insurer.
- (d) An employee who is on medical disability leave and has been an employee of the County for fifteen (15) years or more, shall be allowed to remain on the County Health Insurance Plan at the employee's share until such time as the employee is able to obtain other insurance such as Medicaid/Medicare, etc.

Section 15.2. Insurance Committee

The Union shall designate one (1) employee from this bargain unit as a member of the insurance committee. The committee purpose shall be to meet and discuss

insurance alternatives, coverages and options. The Union representative shall receive no pay for attending the meetings unless the meetings occur during the employee's normal work hours. If the Union representative is unable to attend the insurance committee meeting, the Union representative may designate a person to attend the meeting in place of that employee.

ARTICLE XVI - UNIFORMS AND EQUIPMENT

Section 16.1. Uniforms and Equipment

The Employer shall provide unit employees with all required uniforms, badges and equipment.

Section 16.2. Damaged Personal Property

Any watch, denture or eyeglasses, contact lens, cell phone, etc., damaged, lost or destroyed in the performance of police duty will be repaired or replaced by the Employer, provided there was no contributory negligence on the part of the employee.

Section 16.3. Ballistic Protection Vests

The Employer agrees to furnish each Court Security Officer, who so requests, with an approved ballistic protection vest and shall replace it in accordance with the manufacturer's recommendation. Officers requesting a vest shall be required to wear the vest in accordance with Sheriff's Office policy. A request for a vest must be made by November 1 and no later than November 15 each year. New Employees may request a vest at any time prior to November 1st of their first year of employment.

ARTICLE XVII - PERSONNEL FILES

Section 17.1.

Upon written request by an employee, the Employer shall permit the employee to inspect his personnel file at least twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may contain a copy of any information contained in the file upon payment of a fee for the cost of copying.

Section 17.2.

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his personnel file subject to the procedures contained in Section 19.1, above.

Section 17.3.

If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement which will be included in the file.

Section 17.4.

The employee shall be notified in writing prior to any disciplinary action being recorded in the personnel file.

ARTICLE XVIII - LABOR / MANAGEMENT / SAFETY COMMITTEE

Section 18.1. Labor / Management Conferences

The Union and the Employer mutually agree that in the interest of the efficient management and harmonious Employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representative of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited:

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest of the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.
- (d) Discussion of pending grievances on a non-binding basis to discuss procedures for avoiding further grievances.
- (e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 18.2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

Section 18.3. Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 18.4. Union Representative Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their workstation, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2) said employees to be selected by the Union.

ARTICLE XIX - SUBSTANCE ABUSE

Section 19.1. General Policy

It is the policy of the Employer that the public has the right to expect persons employed by Macon County to be free from the effects of drugs and alcohol. As a public employer, Macon County is subject to certain duties to maintain a drug-free workplace, under Federal and State Laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the Employer from fulfilling such duties, or from taking measures necessary to maintain a drug-free workplace. The Employer has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 19.2. Prohibitions

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the workday or anywhere on any City premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business;
- (b) Officers shall immediately be subject to discharge for illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

This Section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Office or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

Section 19.3. Drug and Alcohol Testing

Reasonable Suspicion: Where the Sheriff or his designee has reasonable suspicion that an officer is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff or his designee shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.

Officer-Involved Shootings (OIS): Officers involved in an "officer-involved shooting" must submit to drug and alcohol testing according to Illinois law. The term "officer-involved shooting" means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or

her official duties or in the line of duty. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty. The testing will be governed by the protocols outlined in 19.5 Test to be Conducted, below.

Section 19.4. Order to Submit to Testing

At the time an officer is ordered to submit to drug and alcohol testing authorized by this Agreement, the Sheriff or his designee shall provide the officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test, given the nature of the tests as listed in Section 19.3. The officer shall be permitted to consult with a Union representative or a private attorney at the time the order is given provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 19.5. Tests to be Conducted

In conducting the testing, authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substances Abuse and Mental Health Services Administration (SAMHSA);
- (b) Ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- (d) Collect an adequate sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (g) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense; provided the officer makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;
- (h) Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the officer's interests;
- (i) Require that about alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The forgoing shall not preclude the Employer from attempting to show that lower test results, i.e. below .04, demonstrate that the officer was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases;
- (j) Provide each officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the officer;
- (k) Ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 19.6. Drug Testing Standards

(a) Screening Test Standards

The following initial immunoassay cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level:	
Marijuana Metabolites	100 ng/ml
Cocaine Metabolites	300 ng/ml
Opiate Metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

(b) Confirmatory Test Standards

All specimen identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

Confirmatory Test Level:	
Marijuana Metabolites ⁽¹⁾	15 ng/ml
Cocaine Metabolites ⁽²⁾	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylcegonine

The above cut-off levels have been established based on Substances Abuse and Mental Health Services Administration (SAMHSA) recommendations. It is understood the changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cut-off levels. Should such changes or need arise, the parties agree to adopt the new cut-off levels and make them part of this Agreement.

(c) Alcohol Test Standards

As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood), shall be considered positive except in cases in which a breath sample is used for testing. When a breath sample is used for the alcohol testing, test results showing an alcohol concentration of .06 or more shall be considered positive. In cases where the breath samples fall in the .04 to .06 range of alcohol concentration, a confirmatory blood sample shall be taken. The employee shall receive a copy of all test results.

Section 19.7. Right to Contest

The Union and/or the officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any constitutional rights that officers may have about such testing. Officers retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 19.8. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Employer may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Employer may make available through its Employee Assistance Program a means by which the officer may seek referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

Section 19.9. Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory test for a prescribed drug, or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The officer discontinues his abuse of the prescribed drug or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing, or who test positive for illegal or proscribed drugs, prescribed drugs other than those already reported to the Employer, test positive for alcohol a second or subsequent time during the hours of work or who fail to report adverse side effects of a prescribed drug to the Employer shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status through the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days (max. of sixty (60) sick days) or personal convenience days, or take an unpaid leave of absence pending treatment at his option.

The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XX - MISCELLANEOUS PROVISIONS

Section 20.1. Residency

All employees may reside within a forty (40) mile radius of the Macon County Sheriff's Office.

Section 20.2. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of the employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity.

Section 20.3. Gender

Whenever reference to the male gender is used in this Agreement, it shall be construed to include both male and female.

Section 20.4. Maintenance of Standards

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect for these Bargaining Unit members shall continue and remain in effect for the term of this Agreement.

ARTICLE XXI - SAVINGS CLAUSE

If any article or section of this Agreement, or any addendum thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Addendum shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XXII - SALARY STRUCTURE

The wages for employees covered by this Agreement shall be as listed in Appendix A; which is attached to and incorporated into this Agreement.

ARTICLE XXIII - DURATION

Section 23.1.

This Agreement shall be effective from December 1, 2023, and shall remain in full force and effect until November 30, 2027. It shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing of its desire to amend the Agreement; not more than one hundred twenty (120) nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 23.2.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement or part thereof between the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2023.

FOR THE EMPLOYER:

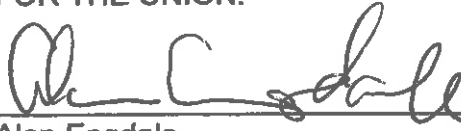


Jim Root, Sheriff

Kevin Greenfield, Chair, County Board

Josh Tanner, County Clerk

FOR THE UNION:



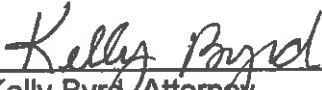
Alan Engdale



James Cottrell



James Bales



Kelly Byrd, Attorney,
Illinois F.O.P. Labor Council

APPENDIX A - WAGE SCALE

<u>Years of Service</u>	<u>12/1/2023-11/30/2024</u>	<u>12/1/2024-11/30/2025</u> <u>\$2,100.00</u>	<u>12/1/2025-11/30/2026</u> <u>\$2,100.00</u>	<u>12/1/2026-11/30/2027</u> <u>\$2,100.00</u>
Entry Level	\$41,917.94	\$44,017.94	\$46,117.94	\$48,217.94
2 years	\$44,937.30	\$47,037.30	\$49,137.30	\$51,237.30
3 years	\$45,867.53	\$47,967.53	\$50,067.53	\$52,167.53
4 years	\$46,797.78	\$48,897.78	\$50,997.78	\$53,097.78
5 years	\$47,727.99	\$49,827.99	\$51,927.99	\$54,027.99
7 years	\$48,658.22	\$50,758.22	\$52,858.22	\$54,958.22
10 years	\$49,588.46	\$51,688.46	\$53,788.46	\$55,888.46
12 years	\$52,455.31	\$54,555.31	\$56,655.31	\$58,755.31
14 years	\$53,902.94	\$56,002.94	\$58,102.94	\$60,202.94
16 years	\$55,394.01	\$57,494.01	\$59,594.01	\$61,694.01
18 years	\$56,929.78	\$59,029.78	\$61,129.78	\$63,229.78
20 years	\$57,560.73	\$59,660.73	\$61,760.73	\$63,860.73
22 years	\$58,192.58	\$60,292.58	\$62,392.58	\$64,492.58
24 years	\$58,824.42	\$60,924.42	\$63,024.42	\$65,124.42
26 years	\$59,456.27	\$61,556.27	\$63,656.27	\$65,756.27
28 years	\$60,088.12	\$62,188.12	\$64,288.12	\$66,388.12
30 years	\$60,719.95	\$62,819.95	\$64,919.95	\$67,019.95
32 years	\$61,351.80	\$63,451.80	\$65,551.80	\$67,651.80
34 years	\$61,983.65	\$64,083.65	\$66,183.65	\$68,283.65

APPENDIX B - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, County of Macon/ Macon County Sheriff, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX C - GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No.: _____ **Year:** _____ **Grievance No.:** _____



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____, in part and in whole, make grievant(s) whole.

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

STEP THREE

Reasons for Advancing Grievance:

Given To:

Date:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance:

Given To:

Date:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



**MACON COUNTY BOARD RESOLUTION ACCEPTING
A ONE YEAR GENERAL LIABILITY AND PROPERTY INSURANCE PROPOSAL
THROUGH ARTHUR J GALLAGHER**

Resolution No. G-5620-11-23

WHEREAS, the "general liability and property" insurance coverage is at the center of the county's insurance coverage program; and

WHEREAS, the "general liability" program is actually 8 lines of coverage including Crime, Public Entity Liability, Employee Benefit Plans Liability, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, Law Enforcement Liability, Auto Liability and Umbrella, and

WHEREAS, the "property" program includes property and inland marine scheduled equipment, and

WHEREAS, the "general liability" program had been provided by The Counties of Illinois Risk Management Agency (CIRMA) for four years after joining other public entities throughout Illinois in this established member-owned program 12/1/19, and

WHEREAS, AJ Gallagher has gone to the market place to secure quotes for all lines of the general liability and property package, and has assisted in determining that the quote received from CIRMA is the best option for Macon County at this time, and

WHEREAS, the total price for this package for the period from 12/1/2023 to 12/1/2024 will be \$1,189,348, which includes all but excess liability of the \$10 million layer, and

WHEREAS, the Finance Committee met on October 30, 2023 and discussed the attached proposal and agreed with the recommendation that the CIRMA proposal be accepted for the 12/1/23 – 12/1/24 coverage; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves accepting the attached proposal in its entirety from Counties of Illinois Risk Management Agency (CIRMA), presented by Arthur J Gallagher.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 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

2023-2024 P&C Pricing Sheet

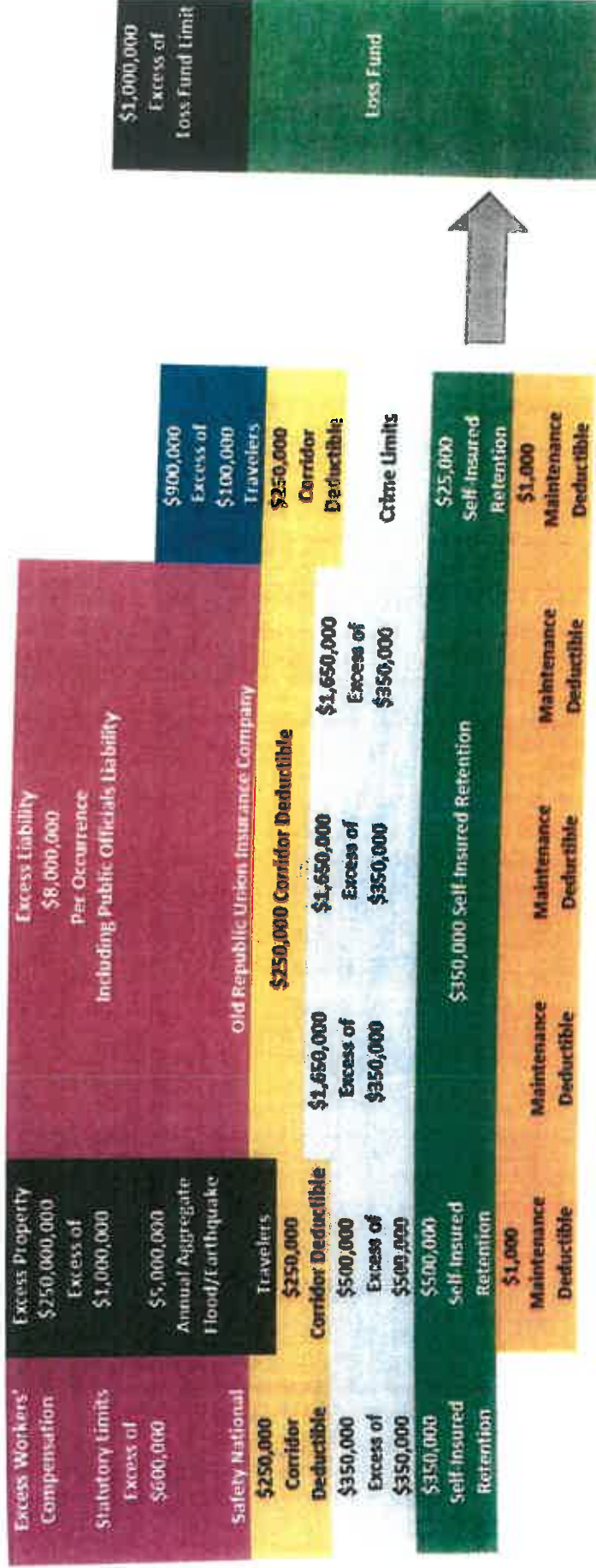
Counties of Illinois Risk Management Agency (CIRMA)
Macon County
Member Cost Comparison

Coverage Description	Expiring	Renewal	% Change
Premiums:			
Package Policy	\$526,857	\$627,115	
Loss Fund	\$361,207	\$380,000	
Excess Property	\$4,828	\$8,272	
Boiler & Machinery	\$1,250	\$1,323	
Excess Liability	\$150,548	\$143,309	
Excess Crime	\$2,000	\$2,000	
Claims Administration	\$6,021	\$8,031	
Brokerage Fee	\$0	\$0	
Excess Workers Compensation	\$0	\$0	
CIRMA Fee	\$18,850	\$19,298	
Total Premiums:	\$1,071,661	\$1,189,348	10.99%

Exposure Summary:			% Change
Total Insured Values	\$15,157,318	\$15,040,804	-1%
Population	102,524	102,135	0%
Gross Operating Expenditures	\$76,886,068	\$73,041,941	-5%
Sheriffs	152	150	-1%
Armed	135	135	0%
Unarmed	17	15	-12%
Vehicles	138	142	3%
Payroll	\$26,013,447	\$25,475,070	-2%
Jails	1	1	0%
Nursing Homes	No	No	N/A

Premier Public Entity Package Program

2023-2024 Protected Self-Insurance Structure



Notes:

1. The SIR is a per occurrence retention. Only one retention applies in the event of a multiple coverage part loss.
2. \$1,000,000 annual aggregate applies to Flood and Earthquake in the primary \$1,000,000 Property limit.
3. Nursing Home Liability has a \$250,000 Self-Insured Retention.
4. \$250,000 Corridor is a one-time deductible and non-reoccurring once the amount is met.



**MACON COUNTY BOARD RESOLUTION
APPROVING THE THIRD ADDENDUM TO
AMENDED AND RESTATED MULTIPLE
FACILITIES LEASE**

Resolution No. G-5621-11-23

WHEREAS, the County of Macon, as lessee, and the Decatur Public Building Commission (“Commission”), as lessor, have previously executed and delivered an Amended and Restated Multiple Facilities Lease Agreement (the lease, and as subsequently amended, the “Amended Lease”) made as of the 1st day of December, 2017; and

WHEREAS, the County, as lessee, and Commission, as lessor, have previously executed and delivered a First Addendum to Amended and Restated Multiple Facilities Lease Agreement (“First Addendum”) made as of the 26th day of October, 2018; and

WHEREAS, the County, as lessee, and Commission, as lessor, have previously executed and delivered a Second Addendum to Amended and Restated Multiple Facilities Lease Agreement (“Second Addendum”) made as of the 1st day of December, 2021; and

WHEREAS, the Amended Lease provides by amendment or Lease Addendum (as set forth in Section 15 C. thereof) for additions to the Facilities (as set forth in Section 9 A. thereof); and

WHEREAS, the Commission, is empowered, pursuant to Sections 14(b), (c), and (l) of the Public Building Commission Act to receive or otherwise add a Facility which the Commission deems necessary and desirable, to properly furnish and equip said Facility, and to maintain and operate same; and

WHEREAS, the County has acquired improved real property commonly known as 151 W. Wood St., Decatur, IL 62523), to which County holds fee simple title; and

WHEREAS, the County desires to convey the Annex property to the Commission, so that the Commission may hold, operate, and maintain same for the County’s use pursuant to a lease of the Annex back to County.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board assembled in regular meeting at Decatur, Illinois, that the terms of the attached Third Addendum to Amended Lease are approved; and

BE IT FURTHER RESOLVED the Chair is hereby authorized to execute and deliver said Third Addendum for and in the name of the County of Macon, Illinois.

PRESENTED, PASSED, and APPROVED this 9th day of November 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
STATEMENT TO ESTABLISH BUDGETS
FOR 2023-2024 FISCAL YEAR**

RESOLUTION NO. B-1-11-23

WHEREAS, the Macon County Board, in and for the County of Macon in the State of Illinois, Establishes the following budgets:

General Corporate Fund	Circuit Clerk Restricted Cash
Public Safety Tax Fund (LEST)	Circuit Clerk OP & Admin
Retirement Fund	Circuit Clerk Electronic Citation Fund
Social Security Fund	American Rescue Plan Act
State's Attorney Automation Fund	PEG Fee
Insurance Fund	County Clerk Automation
Judgment Fund	Treasurer Automation
Self Insurance Fund	GIS Fund
Capital Project Revolving Fund	Public Defender Automation
Capital Vehicle Fund	Workforce Investment Solutions Fund
Health Fund	Animal Control Fund
Highway Fund	Historical Museum Fund
Highway Matching Fund	Law Library Fund
Motor Fuel Tax Fund	Recorder Automation Fund
County Special Bridge Fund	Environmental Management Fund
State Township Bridge Fund	VAC Fund
Progress City Fund	Recorder Document Storage Fund
DPBC Lease Fund	State's Attorney Grant Fund
Circuit Clerk Automation Fund	Sheriff Grant Fund
Circuit Clerk Document Storage Fund	Juror Agency Fund
Child First Center	

NOW, THEREFORE, BE IT RESOLVED by the County of Macon that this resolution be, and the same hereby is declared to be, effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9^h day of November, 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
ESTABLISHING VALUATION OF ALL TAXABLE
PROPERTY IN MACON COUNTY, ILLINOIS**

RESOLUTION NO. B-2-11-23

WHEREAS, the Department of Revenue of the State of Illinois has provided a formula and ratios for determining a conservative estimate of full valuation of all taxable property in Macon County for 2023 including corporations and railroads; and

WHEREAS, by computation on the basis of the said formula and ratios so furnished, a conservative estimate of the full value of all taxable property including railroads and corporations in Macon County, Illinois as assessed for the year 2023 will be Two Billion, Three Hundred and Seventy-Five Million, One Hundred and Eighty-One Thousand and Five Hundred Twelve Dollars (\$2,375,181,512.00).

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board in and for the County of Macon, State of Illinois, that this Macon County Board finds, and it hereby does find property in Macon County, Illinois including railroads and corporations as assessed by the Department of Revenue of the State of Illinois, be and the same hereby is found to be Two Billion, Three Hundred and Seventy-Five Million, One Hundred and Eighty-One Thousand and Five Hundred Twelve Dollars (\$2,375,181,512.00).

for the purpose of extending tax rates and tax levies.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
GENERAL CORPORATE FUND PURPOSES**

RESOLUTION NO. B-3-11-23

BE IT RESOLVED by the Macon County Board in and for the County of Macon in the State of Illinois, hereby orders that a tax of and for the sum of Four Million Seven Hundred Thousand Dollars (\$4,700,000) be, and the sum hereby is levied upon all taxable property within the County of Macon, State of Illinois for the fiscal period beginning December 1, A.D., 2023 to November 30, 2024 inclusive for the “General Corporate” purposes of said County; and

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property an amount sufficient to raise or produce the sum of Four Million Seven Hundred Thousand Dollars (\$4,700,000), the said sum to be used for the purposes stated separately in said exhibits, and such tax levy as made and provided and said respective sums are required for the payment of necessary County expenses and legal liabilities as hereinafter set forth in said exhibits.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
RETIREMENT FUND PURPOSES**

RESOLUTION NO. B-4-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of One Million, Four Hundred Thousand Dollars (\$1,400,000) for the “Retirement Fund” for the County Employees of Macon County, Illinois which said sum is to be used by the County to pay the County’s share of the Retirement Pension Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the taxable property in said County a tax of One Million, Four Hundred Thousand Dollars (\$1,400,000) such tax be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Retirement Fund”, which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
SOCIAL SECURITY FUND PURPOSES**

RESOLUTION NO. B-5-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of One Million Five Hundred and Fifty Thousand Dollars (\$1,550,000) for the “Social Security Fund” for the County Employees of Macon County, Illinois which said sum is to be used by the County to pay the County’s share of the Social Security Taxes.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property, an amount sufficient to raise or produce the sum of One Million Five Hundred and Fifty Thousand Dollars (\$1,550,000) the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Social Security Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR INSURANCE
LOSS AND LIABILITY FUND PURPOSES**

RESOLUTION NO. B-6-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of Two Million Three Hundred Thousand Dollars (\$2,300,000) for the maintenance and expenses of the “Insurance Loss and Liability Fund” to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County, a tax of Two Million Three Hundred Thousand Dollars (\$2,300,000), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Insurance Loss and Liability Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
JUDGMENT FUND PURPOSES**

RESOLUTION NO. B-7-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) for the maintenance and expenses of the “Judgment Fund” to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County, a tax of Seven Hundred Fifty Thousand Dollars (\$750,000), such tax be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Judgment Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR THE HEALTH
DEPARTMENT UNIT FUND PURPOSES**

RESOLUTION NO. B-8-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of One Million Six Hundred Fourteen Thousand Three Hundred Eighty Dollars (\$1,614,380) for the maintenance and expenses of “Macon County Health Department Unit” to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County, a tax of One Million Six Hundred Fourteen Thousand Three Hundred Eighty Dollars (\$1,614,380), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Macon County Health Department Unit” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
COUNTY HIGHWAY FUND PURPOSES**

RESOLUTION NO. B-9-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board for the County of Macon, Illinois, the said Macon County Board hereby **PROVIDES AND ORDERS** that a tax of and for the sum of One Million Eight Hundred Eighty-Seven Thousand Dollars (\$1,887,000) be, and the said sum is hereby levied on all taxable property within the County of Macon, Illinois for the fiscal year beginning December 1, A.D., 2023 to November 30, 2024 inclusive, the proceeds of said tax to be credited to a "County Highway Fund" to be used for the purpose of improving, maintaining and repairing by the County, for purposes of payment of lands, quarries, pits and other deposits of road material required by the County for such purposes, and for such other purposes as may be incidental to the improving, maintaining, and repairing roads including the construction and erection of buildings for the housing of machinery, equipment, and materials used in and about the improvement and maintenance of said highways.

BE IT FURTHER RESOLVED and ORDERED AND DIRECTED by the Macon County Board of Macon County, Illinois that the County Clerk of Macon County be, and he is hereby directed to extend upon the tax books of the County of Macon for the year 2023 against all classes of taxable property in said County, a tax of an amount or rate per cent sufficient to raise and produce the sum of One Million Eight Hundred Eighty Seven Thousand Dollars (\$1,887,000), exclusive of any amount necessary to pay the principal or interest on any County Road Bonds, all of said monies to be derived from the said County Highway Tax to be placed in a separate fund to be known as the "County Highway Fund", said respective sums being required for the payment of the necessary expenses and legal liabilities of the County Highway Department as herein set forth which said tax shall be in addition to all other taxes which said County gives now or hereafter may be authorized to levy on the aggregate valuation of all property within said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
MATCHING FUND PURPOSES**

RESOLUTION NO. B-10-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of Nine Hundred Forty- Three Thousand Dollars (\$943,000) for the purpose of providing part of the County’s share of the costs of highway improvement, the said levy shall be placed in a separate fund to be known as the “Matching Fund” and to be used for no other purposes.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County a tax of Nine Hundred Forty-Three Thousand Dollars (\$943,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Matching Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR COUNTY
SPECIAL BRIDGE FUND PURPOSES**

RESOLUTION NO. B-11-11-23

WHEREAS, that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of Nine Hundred Forty-Three Thousand Dollars (\$943,000), for the building or repair of bridges, culverts, drainage structures, grade separations, embankments, trestles and approaches thereof on or across any public road. The levy aforesaid shall be placed in a separate fund to be known as the "County Special Bridge Fund" and to be used for no other purpose, said respective sums being required for the payments of the necessary expenses and legal liabilities of the County of Macon with reference thereto.

BE IT FURTHER RESOLVED and ORDERED AND DIRECTED by the Macon County Board of Macon County, Illinois that the County Clerk of Macon County be, and he is hereby directed to extend upon the tax books of the County of Macon for the year 2023 against all classes of taxable property in said County a tax of Nine Hundred Forty-Three Thousand Dollars (\$943,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as "County Special Bridge Fund" now, or may hereafter be, authorized to levy on the aggregate valuation of all property within said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
DPBC LEASE FUND PURPOSES**

RESOLUTION NO. B-12-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois, as equalized for the year 2023 a tax of and for the sum of Four Million, Nine Hundred Nine Thousand, Eight Hundred Fifty Four Dollars (\$4,909,854) for the maintenance and expenses of the “DPBC Lease Fund” to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County a tax of Four Million, Nine Hundred Nine Thousand, Eight Hundred Fifty Four Dollars (\$4,909,854) such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “DPBC Lease Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
HISTORICAL MUSEUM FUND PURPOSES**

RESOLUTION NO. B-13-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of Thirty-Three Thousand Three Hundred Dollars (\$33,300) for the cost of maintaining a “Historical Museum Fund” in order to defray said liabilities for said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County a tax of Thirty-Three Thousand Three Hundred Dollars (\$33,300), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Historical Museum Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR THE
VETERANS COMMISSION FUND PURPOSES**

RESOLUTION NO. B-14-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023, a tax of and for the sum of Two Hundred Eighty-Nine Thousand Four Hundred Dollars (\$289,400) for the maintenance and expenses of a “Veterans Assistance Commission” to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County a tax of Two Hundred Eighty-Nine Thousand Four Hundred Dollars (\$289,400), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Veterans Assistance Commission” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR
MENTAL HEALTH FUND PURPOSES**

RESOLUTION NO. B-15-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2023 a tax of and for the sum of Three Million Fifty-Seven Thousand Four Hundred Seventeen Dollars (\$3,057,417.00) for the maintenance and expenses of the “Mental Health Commission Board Fund” to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County a tax of Three Million Fifty-Seven Thousand Four Hundred Seventeen Dollars (\$3,057,417.00), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund known as the “Mental Health Commission Board Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
ESTABLISHING TAX LEVY FOR MACON
COUNTY EXTENSION FUND PURPOSES**

RESOLUTION NO. B-16-11-23

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois, as equalized for the year 2023 a tax of and for the sum of Four Hundred Forty Five Thousand One Hundred Thirty Six Dollars (\$445,136) for the maintenance and expenses of the “Macon County Extension Fund” to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2023 against all classes of taxable property within the said County a tax of Four Hundred Forty Five Thousand One Hundred Thirty Six Dollars (\$445,136), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Macon County Extension Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
OF AUTHORIZATION FOR TAX ANTICIPATION
WARRANTS AGAINST LEVIES FOR VARIOUS
FUNDS HEREIN**

RESOLUTION NO. B-17-11-23

WHEREAS, there is not sufficient money in the treasury of the County of Macon, State of Illinois, in the various funds herein named to meet and defray all of the necessary expenses and liabilities of said funds, by reason whereof funds should be provided to meet all such expenses and liabilities by issuance of Anticipation Warrants and or short term note by said County under the statute in such case made and provided.

NOW, THEREFORE, BE IT RESOLVED that the following named funds be, and the same hereby are provided to meet all the necessary expenses and liabilities of the County of Macon, State of Illinois, including monies necessary for the payment of unpaid claims from the fiscal period preceding due and unpaid but audited, allowed, and approved for payment by the Macon County Board in and for the said County by and through the issuance and disposal of the County of Macon, State of Illinois, of warrants drawn against and in anticipation of taxes by the Macon County Board for the County of Macon, State of Illinois, for the fiscal period commencing December 1, A.D., 2023 and to the extent of eighty-five percent (85%) of the taxes levied in the respective cases, but in the aggregate to the extent of not more than the amount opposite each respective fund and otherwise to the extent and in the manner provided by law, or so much thereof as from time to time may be required and authorized, the same to be consecutively numbered and to be retired in the numerical order of their issuance as is by law provided.

BE IT FURTHER RESOLVED that as hereinbefore authorized and as required warrants shall be drawn hereunder by the County Clerk and countersigned by the County Treasurer, and by them disposed of in manner by law provided hereby ratifying and confirming all that said officers may do by virtue hereof.

BE IT FURTHER RESOLVED that the said anticipation warrants and or short term note shall be issued without limitation of any of the provisions of any other resolution concerning any other tax or anticipation thereof.

BE IT FURTHER RESOLVED that this list of said funds referred to herein together with each respective amount which may be anticipated is listed below:

General Corporate Fund	\$3,995,000.00
Retirement Fund	\$1,190,000.00
Social Security Fund	\$ 1,317,500.00
Insurance Fund	\$1,955,000.00
Judgment Fund	\$ 637,500.00
Health Fund	\$1,372,223.00
Highway Fund	\$1,603,950.00
Highway Matching Fund	\$ 801,550.00
Special Bridge Fund	\$ 801,550.00
DPBC Lease Fund	\$4,173,375.90
Historical Museum Fund	\$ 28,305.00
Veterans Fund	\$ 245,990.00
Mental Health Fund	\$2,598,804.45
Macon County Extension Fund	\$ 378,365.60

PRESENTED, PASSED, APPROVED this 9th day of November, 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 THE 2023-2024 BUDGET**

RESOLUTION NO. B-18-11-23

WHEREAS, the Macon County Board met on November 09, 2023; and

WHEREAS, the Macon County Board in and for the County of Macon in the State of Illinois finds that estimates of receipts and payments and revenue and expenditures for the fiscal period beginning December 1, 2023 thru November 30, 2024 put on display by the Macon County Auditor are correct.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the 2023-2024 Budget presented by the Macon County Auditor.

BE IT FURTHER RESOLVED that this resolution be, and the same hereby is declared to be, effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of November, 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
REGARDING SEMI-ANNUAL REVIEW OF
CLOSED SESSION MINUTES**

RESOLUTION NO. G-5622-11-23

WHEREAS, from time to time the Macon County Board and its various committees have met in closed session to review and discuss matters which have a need for confidentiality pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1, et seq.; and

WHEREAS, the Open Meetings Act requires that the County Board meet every six months (or as soon thereafter as practicable) to review the minutes from such closed sessions and to determine whether the need for confidentiality still exists as to all or part of such minutes, and if the need for confidentiality is found to no longer exist, to open such minutes for public inspection; and

WHEREAS, the Macon County State's Attorney's Office has reviewed the minutes of closed sessions which were held since the last review and reported its recommendations to the Executive Committee; and

WHEREAS, the Executive Committee met on October 30, 2023, to review the recommendations of the State's Attorney's Office and made findings as presented below:

1. April 24, 2023, Closed Session of the Operations & Personnel Committee
 - a. The Executive Committee finds that these closed session minutes have a continuing need for confidentiality as they relate to the appointment, employment, and/or dismissal of a specific employee and therefore recommends that these closed session minutes remain confidential pursuant to Sections 2(c)(1) of the Open Meetings Act.
 - b. The Executive Committee further finds that the minutes contain conversations protected by the attorney client privilege and that the disclosure of such minutes would constitute a waiver of said privilege and therefore recommends that these minutes be closed in perpetuity.

NOW THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that the above findings and recommendations of the Executive Committee as set forth above are adopted by the County Board.

BE IT FURTHER RESOLVED that the Executive Committee, or any successor committee tasked by this Board's Rules with the responsibility for reviewing closed session minutes and making recommendations thereon, shall meet again to review all minutes of this Board and its committees which continue to be closed as well as any minutes from closed sessions not yet held at its next meeting and report its findings and recommendations to this Board.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon passage.

PRESENTED, PASSED, and APPROVED this 9th day of November, 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 A LABOR AGREEMENT
BETWEEN MACON COUNTY AND the
ILLINOIS FOP LABOR COUNCIL on
BEHALF OF THE MACON COUNTY
COMMAND DEPUTY SHERIFF'S**

RESOLUTION NO. G-5623-11-23

WHEREAS, the Macon County Board Negotiations Committee has reached a labor agreement between Macon County and the Illinois FOP Labor Council on behalf of the Macon County Court Security Officers; and

WHEREAS, the attached contract reflects the modifications to the labor agreement with the Illinois FOP Labor Council and that has been agreed to by all parties involved.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached contract setting forth the modifications to the labor agreement between Macon County and the Illinois FOP Labor Council on behalf of the Macon County Court Security Officers effective December 1, 2021, thru November 30, 2024.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective retroactive to December 1, 2021.

PRESENTED, PASSED and APPROVED this 9th day of November, 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**