

**MACON COUNTY BOARD MEETING
AUGUST 8, 2019 6:00 P.M.
141 SOUTH MAIN STREET, ROOM 514
DECATUR, ILLINOIS**

**Caucus Meetings begin at 5:30 p.m.
Republican Caucus is held on 4th floor (room 414)
Democratic Caucus is held on 8th floor (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.**

COUNTY BOARD MEETING AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. OPENING PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF MINUTES OF PRIOR MEETING**
- 6. RECOGNITIONS**
- 7. ZONING/SUBDIVISIONS**
- 8. CORRESPONDENCE**
- 9. CLAIMS**
- 10. APPOINTMENTS**

G-5013-08-19

**Macon County Board Resolution Reappointment to the Austin Drainage
District No. 1 – David Johnston**

G-5014-08-19

**Macon County Board Resolution Reappointment to the Friends Creek
Drainage District No. 1 – Dan Carroll**

G-5015-08-19	Macon County Board Resolution Reappointment to the Friends Creek-Whitmore Union Drainage District No. 2 – Gary McConnell
G-5016-08-19	Macon County Board Resolution Reappointment to the Friends Creek Drainage District No. 3 – Chris Schick
G-5017-08-19	Macon County Board Resolution Reappointment to the Macon-Piatt Union Drainage District No. 5 – Greg Briggs
G-5018-08-19	Macon County Board Resolution Reappointment to the Maple Grove Drainage District – Herb Gulick
G-5019-08-19	Macon County Board Resolution Reappointment to the Maroa Drainage District No. 2 – David Zelhart
G-5020-08-19	Macon County Board Resolution Reappointment to the Maroa Drainage District No. 2 – James. R. Stoutenborough
G-5021-08-19	Macon County Board Resolution Reappointment to the Maroa Drainage District No. 3 – Gary Brelsfoard
G-5022-08-19	Macon County Board Resolution Reappointment to the Maroa Drainage District No. 4 – H. Daniel Marsh
G-5023-08-19	Macon County Board Resolution Reappointments to the Maroa Friends Creek Union Drainage District No. 10– William Voorhees
G-5024-08-19	Macon County Board Resolution Reappointment to the Maroa Friends Creek Union Drainage District No. 8 – Edwin M. Wallace
G-5025-08-19	Macon County Board Resolution Reappointments to the Milam Drainage District No. 1 & the Sanner Chapel Mutual Drainage District – Lon Gaither
G-5026-08-19	Macon County Board Resolution Reappointments to the Niantic Drainage District No. 1 & No. 2– Edward H. Leonard
G-5027-08-19	Macon County Board Resolution Reappointment to the Oakley Township Drainage District No. 1 – Ritchie Barnett
G-5028-08-19	Macon County Board Resolution Reappointment to the Pleasant View Drainage District No. 2 – Rob Albers
G-5029-08-19	Macon County Board Resolution Reappointment to the Pleasant View / Prairieton Townships Union Drainage District No. 1 & No. 2 – Roberta Gorden
G-5030-08-19	Macon County Board Resolution Reappointment to the South Macon Milam Union Drainage District No. 1 – Gerald Lillpop
G-5031-08-19	Macon County Board Resolution Reappointment to the Whitmore Drainage District No. 1 – Steven K. Volle
G-5032-08-19	Macon County Board Resolution Reappointment to the Whitmore Drainage District No. 4 – Jeffrey Jackson

G-5033-08-19

Macon County Board Resolution Reappointment of Macon County Rabies Control Administrator – Larry D. Baker, D.V.M.

11. CONSENT CALENDAR

12. JUSTICE COMMITTEE

G-5034-08-19

Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Fund the Macon County Drug Court Probation Officers for FY2020

G-5035-08-19

Macon County Board Resolution Entering into an Intergovernmental Agreement with the Village of Mt. Zion Regarding the Use of Water Towers within the Village of Mt. Zion for the Installation of Radio Equipment by the Macon County Emergency Management Agency

G-5036-08-19

Macon County Board Resolution Amending the Public Defender's FY2019 Budget for the Payment of an Expert Witness Including an Examination and Report

13. EEHW COMMITTEE

14. OPERATIONS AND PERSONNEL COMMITTEE

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

17. NEGOTIATIONS COMMITTEE

G-5037-08-19

Macon County Board Resolution Approving Contract with the Macon County Sheriff's Deputies #144 Bargaining Unit

18. TRANSPORTATION COMMITTEE

H-2179-08-19

Macon County Board Resolution Approving a Bid from Miles Chevrolet for a 2020 ½ Ton 4x4 Crew Cab Pickup Truck

H-2180-08-19

Macon County Board Resolution Approving a Bid from Miles Chevrolet for Two 2020 ½ Ton 4x4 Four Door Pickup Trucks

H-2181-08-19

Macon County Board Resolution Approving a Bid from Decatur Mack for a 2020 Plow and Dump Truck

H-2182-08-19

Macon County Board Resolution Approving Funds for the Purchase of Parcel 001 on the CH20 Box Culvert Replacement Project

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

22. CITIZENS' REMARKS (Public Comment Limited to Total of 20 Minutes, 5 Minutes Maximum Per Person)

23. OFFICEHOLDERS' REMARKS

24. OLD BUSINESS

25. NEW BUSINESS

(Note: These resolutions did not go through the Transportation and Finance Committees. The Board will suspend the rules to consider and vote on these resolutions)

H-2183-08-19 **Macon County Board Resolution Approving and Appropriating Funds for an Agreement with Ameren Illinois**

H-2184-08-19 **Macon County Board Resolution Approving and Appropriating Funds for an Agreement with Panhandle Eastern Pipeline Company**

G-5038-08-19 **Macon County Board Resolution Approving Addendum to Professional Service Agreement with Joseph E. Meyer & Assoc., Inc. for Administration of the Delinquent Tax Liquidation Program**

26. CLOSED SESSION

27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT OF AUSTIN DRAINAGE
DISTRICT NO. 1 COMMISSIONER –
David Johnston**

RESOLUTION NO. G-5013-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILCS 605/3-9 (1998) that the following individual be reappointed as Commissioner for the Austin Drainage District No. 1 for a term of 3 years:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Austin Drainage District No. 1	David Johnston 13459 N. Kenney Road Maroa, IL 61756	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of David Johnston to the Austin Drainage District No. 1 for a term of 3 years set to expire on the 1st Tuesday of September, 2022.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019

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
RE-APPOINTMENT OF FRIENDS CREEK
DRAINAGE DISTRICT NO 1 COMMISSIONER
Dan Carroll**

RESOLUTION NO. G-5014-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Friends Creek Drainage District No. 1 Macon County, Illinois	Dan Carroll 742 Country Farm Road Monticello, Illinois 61856	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF FRIENDS CREEK /
WHITMORE UNION DRAINAGE DISTRICT
NO 2 COMMISSIONER – Gary McConnell**

RESOLUTION NO. G-5015-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Friends Creek-Whitmore Union Drainage District No. 2 Macon County, Illinois	Gary McConnell County Hwy 25, Box 475 Argenta, Illinois 62501	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019

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
RE-APPOINTMENT TO THE FRIENDS
CREEK DRAINAGE DISTRICT NO 3
– Chris Schick**

RESOLUTION NO. G- 5016-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Friends Creek Drainage District No. 3 Macon County, Illinois	Chris Schick 2377 East Illiniwick Rd Decatur, Illinois 62526	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019

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 OF MACON / PIATT
UNION DRAINAGE DISTRICT NO 5
COMMISSIONER – Greg Briggs**

RESOLUTION NO. G-5017-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be reappointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Macon – Piatt Union Drainage District No. 5	Greg Briggs 13006 Friends Creek Park Road Cisco, IL 61830 Macon County, Illinois	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF MAPLE GROVE
DRAINAGE DISTRICT COMMISSIONER
– Herb Gulick**

RESOLUTION NO. G-5018-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Maple Grove Drainage District Macon County, Illinois	Herb Gulick 1757 North Wyckles Road Decatur, IL 62522	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF MAROA DRAINAGE
DISTRICT NO 2 COMMISSIONER
– David Zelhart**

RESOLUTION NO. G-5019-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed to the term set to expire the first Tuesday in September, 2021 as Commissioner for the Maroa Drainage District No 2:

David Zelhart
6106 W. Duroc
Maroa, IL 61756
Term Expires: 1st Tuesday, September, 2021

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of David Zelhart to the Maroa Drainage District No 2 for the term that is set to expire the 1st Tuesday or September, 2021.

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

PRESENTED, PASSED and APPROVED this 8th day of August 2019.

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
RE-APPOINTMENT OF MAROA DRAINAGE
DISTRICT NO 2 COMMISSIONER
– James R. Stoutenborough**

RESOLUTION NO. G-5020-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Maroa Drainage District No. 2 Macon County, Illinois	James R. Stoutenborough 458 E. 2700 North Road Deland, IL 61839	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF MAROA DRAINAGE
DISTRICT NO 3 COMMISSIONER
– Gary Brelsfoard**

RESOLUTION NO. G-5021-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Maroa Drainage District No. 3 Macon County, Illinois	Gary Brelsfoard 1557 West School Road Maroa, IL 61756	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF MAROA DRAINAGE
DISTRICT NO 4 COMMISSIONER
– H. Daniel Marsh**

RESOLUTION NO. G-5022-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Maroa Drainage District No. 4 Macon County, Illinois	H. Daniel Marsh 2862 West School Road Maroa, IL 61756	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF MAROA / FRIENDS
CREEK UNION DRAINAGE DISTRICT NO 10
COMMISSIONER – William Voorhees**

RESOLUTION NO. G-5023-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Maroa-Friends Creek Union Drainage District No. 10 Macon County, Illinois	William Voorhees 12928 Greenswitch Road Maroa, IL 61756	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF MAROA / FRIENDS
CREEK DRAINAGE DISTRICT NO 8
COMMISSIONER – Edwin M. Wallace**

RESOLUTION NO. G-5024-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Maroa-Friends Creek Union Drainage District No. 8 Macon County, Illinois	Edwin M. Wallace 330 South North Argenta, IL 62501	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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 OF SANNER CHAPEL
MUTUAL DRAINAGE DISTRICT
COMMISSIONER & MILAM DRAINAGE DISTRICT NO. 1
– Lon Gaither**

RESOLUTION NO. G-5025-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be reappointed as Commissioner for the below mentioned Drainage Districts for terms of 3 years that are set to expire the 1st Tuesday in September, 2022

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Sanner Chapel Mutual Drainage District Macon County, Illinois	Lon Gaither 6710 Raintree Lane Decatur, IL 62521	1 st Tuesday September, 2022
Milam Drainage District No. 1 Macon County, Illinois	Lon Gaither 6710 Raintree Lane Decatur, IL 62521	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointments of Lon Gaither as Commissioner for the above mentioned Drainage Districts for 3 year terms that are set to expire the 1st Tuesday in September, 2022

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF NIAN TIC DRAINAGE
DISTRICT NO 1 & NO 2 COMMISSIONER
– Ed Leonard**

RESOLUTION NO. G-5026-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage Districts and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Niantic Drainage Districts No 1 & No. 2 Macon County, Illinois	Ed Leonard 510 South Illinois Niantic, IL 62551	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage Districts listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF OAKLEY TOWNSHIP
DRAINAGE DISTRICT NO 1 COMMISSIONER
– Ritchie Barnett**

RESOLUTION NO. G-5027-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Oakley Township Drainage District No. 1 Macon County, Illinois	Ritchie Barnett 207 Delmar Decatur, Il 62522	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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 OF PLEASANT VIEW
DRAINAGE DISTRICT NO 2 COMMISSIONER
– Rob Albers**

RESOLUTION NO. G-5028-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be reappointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Pleasant View Drainage District No. 2 Macon County, Illinois	Rob Albers 9495 W. Elwin Road Blue Mound, IL 62513	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019

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
RE-APPOINTMENT OF PLEASANT VIEW /
PRAIRIETON TOWNSHIPS UNION
DRAINAGE DISTRICT NO 1 & 2 COMMISSIONER
– Roberta Gorden**

RESOLUTION NO. G-5029-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Pleasant View / Prairieton Townships Union Drainage Districts No. 1 & 2 Macon County, Illinois	Roberta Gorden 312 Depray St Blue Mound, IL 62513	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF SOUTH MACON /
MILAM UNION DRAINAGE DISTRICT
COMMISSIONER – Gerald Lillpop**

RESOLUTION NO. G-5030-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
South Macon-Milam Union Drainage District Macon County, Illinois	Gerald Lillpop 12196 Cornthwaite Rd Macon, IL 62544	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF WHITMORE DRAINAGE
DISTRICT NO 1 COMMISSIONER
– Steven K. Volle**

RESOLUTION NO. G-5031-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Whitmore Drainage District No. 1 Macon County, Illinois	Steven K. Volle 7892 Brush College Road Oreana, IL 62554	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF WHITMORE DRAINAGE
DISTRICT NO 4 COMMISSIONER
– Jeffrey Jackson**

RESOLUTION NO. G-5032-08-19

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be re-appointed as Commissioner for the named Drainage District and term hereafter set forth below:

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Whitmore Drainage District No. 4 Macon County, Illinois	Jeffrey Jackson 162 Kenwood Court Argenta, IL 62501	1 st Tuesday September, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named Commissioner for the Drainage District listed and the set term of office.

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

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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
RE-APPOINTMENT OF RABIES CONTROL
ADMINISTRATOR – Larry D. Baker, D.V.M.**

RESOLUTION NO. G-5033-08-19

WHEREAS, the County of Macon is required by law to have the services of a Rabies Control Administrator; and

WHEREAS, it is the recommendation of the Board Chairman to re-appoint the following individual for a term of one year:

Larry D. Baker, D.V.M.
2800 North Martin Luther King Jr. Drive
Decatur, Illinois 62526
Term Expires: August 31, 2020

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of Larry D. Baker, D.V.M. as the Macon County Rabies Control Administrator for a term of one year expiring August 31, 2020 at an annual salary of \$26.00.

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

PRESENTED, PASSED, APPROVED this 8th day of August, 2019

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 DONATION FROM THE
HOWARD G. BUFFETT FOUNDATION
TO FUND THE MACON COUNTY DRUG
COURT PROBATION OFFICERS FOR FY 2020**

RESOLUTION NO. G-5034-08-19

WHEREAS; an emergency situation has occurred where the probation department is in dire need of funding for FY 20 for the Macon County Drug Court Program; and

WHEREAS, the probation department has seen a need for two full time probation officers to supervise the Drug Court Program; and

WHERESEAS, the Macon County Drug Court Program, supervises a probation population of high risk and high need offenders who need intensive treatment and supervision services; and

WHEREAS, the Howard G. Buffett Foundation has graciously agreed to donate \$74,006.63 for one full time Drug Court Probation Officer salary, fringes, and group health insurance for two full time officers; and

Donation	001-130-4975	\$74,006.63
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NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Probation Department to accept these funds that will be used for the Macon County Drug Court Program

WHEREAS, the Justice Committee met on July 25, 2019; and

WHEREAS, the Finance Committee met on July 29, 2019; and

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

PRESENTED, PASSED, APPROVED this 8th day of August, 2019

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon

Kevin Greenfield, Chairman
Macon County Board

**Macon County Board Resolution
Entering into an Intergovernmental
Agreement with the Village of Mt. Zion
Regarding the Use of Water Towers Within
The Village of Mt. Zion for the Installation
of Radio Equipment by the Macon County
Emergency Management Agency**

Resolution No. G-5035-08-19

WHEREAS, the Macon County Emergency Management Agency desires to decommission the equipment on the water tower located at 340 S. Broadway St., Mt. Zion and to install new radio equipment (two antenna, radio cabinet, and coax cable) on the new water tower within the Village of Mt. Zion, located at 430 S. State St, Route 121; and

WHEREAS, the Village of Mt. Zion desires the same outcome and has agreed to enter into the attached proposed intergovernmental agreement.

NOW THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the attached intergovernmental agreement is approved for the reasons set forth in the agreement's preamble.

BE IT FURTHER RESOLVED that the Chair of the Macon County Board is authorized to execute said intergovernmental agreement on behalf of the Board.

PRESENTED, PASSED and APPROVED this 8th day of August, 2019.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MT. ZION AND
MACON COUNTY, ILLINOIS FOR INSTALLATION AND MAINTENANCE OF A
PUBLIC SAFETY ANTENNA STRUCTURE**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the Village of Mt. Zion, Illinois ("Village") and Macon County, Illinois ("County"), on this the _____ day of _____, 2019.

WHEREAS, the Village is a political subdivision of the State of Illinois; and

WHEREAS, the County is a political subdivision of the State of Illinois; and

WHEREAS, in 2018 the Village constructed a new water tower at 430 S. State Route 121 ("Site");

WHEREAS, the County would like to utilize the water tower located at 430 S. State4 Route 121 to install and maintain its public safety antenna and equipment;

WHEREAS, in an effort to minimize costs and improve efficiencies, the Village and the County desire to share certain resources in connection with the development, installation maintenance of the telecommunications equipment, as further described herein; and

WHEREAS, the Village desires to allow the County, at its own expense, to install and maintain telecommunication equipment on the water tower for the County's radio equipment, and to provide the County land space for an equipment building and generator, if needed; and

WHEREAS, the Village and the County desire to establish their intent and to outline the terms, conditions, and responsibilities of each with respect to the provision and use of these facilities, land, and resources; and

WHEREAS, the Village and the County have authorized the execution of this IGA through appropriate resolutions adopted by their respective governing bodies;

NOW THEREFORE, in consideration of the following mutual obligations, the Village and the County do hereby agree as follows:

**ARTICLE I
PURPOSE AND INTENT**

The purpose and intent of this IGA is to: (a) Establish the intent of the Village and County with respect to the installation and maintenance of public safety equipment on the Village water tower, as set forth herein; and (b) Establish the rights and obligations of the parties hereto.

**ARTICLE II
GENERAL OBLIGATIONS**

The County shall perform the work and undertake those functions with regard to the design and installation of the public safety equipment at the Site, and ongoing maintenance of said equipment. The Village owns the tower and easements at the Site.

**ARTICLE III
CONSIDERATION AND COSTS**

The County shall be responsible for all costs associated with the design, installation and maintenance of the public safety equipment at the Site, and the County agrees to provide a certificate of insurance naming the Village as additional insured. Insurance amounts shall be outlined in Exhibit A, attached hereto and incorporated herein. The County shall be responsible for all ongoing equipment maintenance at the Site, and shall be responsible for all such costs. The Village shall have final approval over the plans, and any changes or amendments to the plans at the Site.

The Village agrees to allow the County space on the tower and certain prescribed equipment, as indicated in Exhibit B, attached hereto and incorporated herein. The County shall be responsible for all of the operational costs (utility, maintenance, etc.) related to its respective equipment, structures, and system components at the Site.

**ARTICLE IV
CO-LOCATION**

The Village may permit and contract with other communications providers and political subdivisions to place equipment on the tower at the Site, provided said co-location does not interfere with the County's equipment.

**ARTICLE V
ACCESS**

The County shall have 24-hour access to the Site, provided reasonable notice to the Village for such access.

**ARTICLE VI
RETAINED POWERS OF GOVERNMENTAL UNITS**

The Village and County shall each retain responsibility and authority for its respective equipment, structures, and system components at the Site.

**ARTICLE VII
TERM AND TERMINATION**

The term of this IGA begins on the date of execution by both parties, and terminates on December 31, 2023 ("Initial Term"). The Agreement shall automatically renew upon the expiration of the Initial Term and successive terms for a successive 5-year period unless either party notifies the other in writing not fewer than 180 days prior to the end of the term that it does not wish to renew. The Parties agree that such automatic renewals may occur up to a maximum of 3 times (for a total contract length of 20 years). Either party may terminate this IGA without cause by providing written notice to the other party not less than 18 months in advance of the desired termination date. Upon such notice, the County shall take measures to remove all of its telecommunications equipment from the Site, both on the tower and on the ground, unless otherwise agreed by the Parties in writing. Finally, either party may terminate this IGA for breach of a material term of this IGA by providing written notice of the breach. In said event, the party receiving notice shall be accorded a reasonable time to attempt to cure the breach.

**ARTICLE VIII
HOLD HARMLESS**

To the extent allowed by law, the County agrees to hold harmless the Village from the County's actions pursuant to the IGA. To the extent allowed by law, the Village shall hold harmless the County from the Village's actions pursuant to the IGA.

**ARTICLE IX
E-VERIFY**

To the extent any portion of this IGA is interpreted as a public works agreement or an agreement regarding the physical performance of services, each respective jurisdiction agrees to provide the necessary affidavits and any other documentation to establish E-Verify compliance.

**ARTICLE X
ENTIRE AGREEMENT**

The Village and the County acknowledge that the terms of this IGA constitute the entire understanding and agreement between both parties regarding the subject matter of the IGA, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this IGA shall be binding on either party. Both parties must agree to and execute any subsequent changes to this IGA.

**ARTICLE XI
AMENDMENT**

This IGA may be modified at any time upon mutual written consent by resolutions of the governing bodies of the parties.

**ARTICLE XII
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this IGA (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this IGA will continue in full force and effect as if the invalid provision or portion were not part of this IGA. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois and should either party institute suit concerning this IGA, venue shall be in the 6th Judicial Circuit Court, Macon County, Illinois. Should any provision of this IGA require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of the parties have participated in the preparation hereof.

**ARTICLE XIII
BINDING EFFECT**

This IGA shall inure to the benefit of, and be binding upon, the respective party's successors, heirs and assigns.

**ARTICLE XIV
COUNTERPARTS**

This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**ARTICLE XV
NOTICES**

All notices, statements, modifications, amendments, demands, requests, consents, approvals, or authorizations hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid. Notices shall be addressed as follows:

If to the COUNTY:

With a copy to:

If to the VILLAGE:

Village of Mt. Zion
Attn: Village Administrator
1400 Mt. Zion Parkway
Mt. Zion, IL 62549

With a copy to:

Ed Flynn
Featherstun, Gaumer, Stocks,
Flynn & Eck, LLP
101 S. State Street
Suite 240
P.O. Box 1760
Decatur, IL 62523

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement through their duly authorized officers on the day and year above written.

VILLAGE OF MT. ZION, ILLINOIS

_____	Signature
_____	Title
_____	Date
_____	Attest

Village Clerk

(SEAL)

MACON COUNTY, ILLINOIS

_____	Signature
_____	Title
_____	Date
_____	Attest

COUNTY CLERK

(SEAL)

EXHIBIT A

INSURANCE REQUIREMENTS

INSURANCE AND INDEMNITY

County agrees that it will carry and maintain during the entire term of this Agreement, at County's sole cost and expense, the following types of insurance in the amount specified and in the form hereinafter provided:

- (a) **Worker's Compensation.** Worker's compensation with a minimum not less than prescribed by law.
- (b) **Commercial General Liability.** Commercial General Liability insurance applying to the use and occupancy of the premises and to any of the business operated by tenant or any other occupant of the premises in an amount not less than \$1,000,000 limit, bodily injury and property damage per occurrence with an aggregate total coverage of \$2,000,000. Such insurance shall provide County with broad form property damage coverage. Such insurance shall cover all bodily injury, property damage, products liability, cross liability, personal injury including death, during the lease term and holdover period.
- (c) The County waives and shall secure from applicable insurance companies waivers of subrogation and lien rights conferred by any statute or continue in any policy of insurance insofar as any claim made against the Village.
- (d) County shall provide a Certificate of Insurance to Village which names Village as an additional insured on all policies described herein.

EXHIBIT B

COUNTY EQUIPMENT ON TOWER

**MACON COUNTY BOARD RESOLUTION
AMENDING THE PUBLIC DEFENDER'S
FY2019 BUDGET FOR THE PAYMENT OF
AN EXPERT WITNESS INCLUDING AN
EXAMINATION AND REPORT**

Resolution No. G-5036-08-19

WHEREAS, the law requires that a County Board pay out of the County treasury necessary other expenses incurred by the Public Defender in the defense of cases after the Circuit Court of the County approves such expenses (55 ILCS 5/3-4009); and

WHEREAS, the Macon County Public Defender's Office is in need of an expert to conduct an evaluation regarding Battered Woman's Syndrome in a pending Criminal Matter that it represents an appointed client; and

WHEREAS, the Public Defender has received an estimate from Dr. Karla Fischer, a regionally local expert not to exceed the amount of \$12,725.00 to perform said examination and other services incident to the needs of the case as an Expert Witness.; and

WHEREAS, by prior consensus of this Board, appropriations to pay for Expert Witnesses and Opinions conducted pursuant to court orders are to be made on an ad hoc basis because of the impossibility of predicting with certainty the amount necessary to fund such during a fiscal year; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that the Expert Witnesses and Opinions that Macon County is obligated to pay cannot be paid without the amending of the Public Defender's FY2019 budget; and

WHEREAS, this Resolution was presented and discussed at the Justice Committee on July 25, 2019 and to the Finance Committee on July 29, 2019, and Finance 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 FY2019 budget be amended as follows:

<u>Account</u>	<u>Amount</u>
<u>Increased Expense</u>	
001-120-7300	\$12,725.00

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

PRESENTED, PASSED, and APPROVED this 8th Day of August, 2019.

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

Estimate

Karla Fischer, Ph.D., J.D.

917 W. Charles St.
 Champaign IL 61821
 217 398 2116 or 217 714 4190 (cell)
karlafischerphdid@gmail.com
 TO

DATE April 26, 2019
 CASE ID Billie Jo Soyster, First Degree Murder

Scott Rueter, Public Defender's Office
 Macon County, IL

TASK	DESCRIPTION	Public Interest Rate	\$250/hr (deposition/testimony \$300)	Est. Time (HRS)	Est. Charge
Evaluation	Review Case Materials			5.00	\$ 1,250.00
	Preparation for Interview			1.00	\$ 250.00
	Interviews with Defendant			15.00	\$ 3,750.00
	Misc. Interviews (other witnesses/family/friends)			1.00	\$ 250.00
	Consultations with Attorney			2.50	\$ 625.00
Travel Expenses	Mileage; Champaign to Decatur (3 roundtrips)				waived
Fee Reduction	Local				\$1,500
Total	\$6125 - \$1500				\$ 4,625.00
Report (If Needed)	Short report (approx. 10 single spaced pages)			12.00	\$ 3,000.00
	Long report (approx. 15-20 single spaced pages)			22.00	\$ 5,500.00
Trial or Hearing	Preparation for Testimony			12.00	\$ 3,000.00
	Consultations with Attorney			6.00	\$ 1,500.00
	Testimony (\$300/hr)			2.00	\$ 600.00
Travel Expenses	waived				
Total for Testimony					\$ 5,100.00

**MACON COUNTY BOARD RESOLUTION
APPROVING CONTRACT WITH THE
MACON COUNTY SHERIFF'S DEPUTIES
#144 BARGAINING UNIT.**

RESOLUTION NO. G-5037-08-19

WHEREAS, The Macon County Board has reached an agreement with the Macon County Sheriff's Deputies FOP #144 bargaining unit on a contract extension which also includes amending their current contract that expired November 30th, 2018; and

WHEREAS, this proposed contract will then expired on November 30th, 2020; and

WHEREAS, under the terms of this new proposed contract, which does include a 2.25% back pay that would be retroactive; December 1st, 2018 thru August 8th, 2019. This 2.25% wage increase would conclude at the end of our current fiscal year (November 30th, 2019). Additional year of FY 2020 will also include be a wage increase of 2% for that fiscal year; and

WHEREAS, these increases are currently included in the Sheriff's FY 2019 budget where no additional appropriations are being asked for; and

WHEREAS, no amendment to the FY 2019 sheriff's budget is necessary; and

WHEREAS, the Justice Committee met on July 25th, 2019 and the Finance Committee met on July 29th, 2019 agreeing to this contract agreement,

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

PRESENTED, PASSED, and APPROVED this 8th day of August, 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin Greenfield, Chairman of the
Macon County Board

**Macon County Board Resolution Appropriating
Funds to Purchase a 2020 ½ Ton 4x4, 1500 Crew
Cab Pickup**

RESOLUTION NO. H-2179-8-19

WHEREAS, the funds need to be appropriated to purchase a 2020 ½ Ton 4x4, 1500 Crew Cab Pickup from Miles Chevrolet.

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

- (1) THAT there by appropriated and there is hereby appropriated as much as, but not to exceed Forty One Thousand Five Hundred Ninety Eight Dollars and No Cents (\$41,598.00) from County Highway Funds Line Item 030-000-9041 (FY 19) to cover above expenses for the County's share of the costs.

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

PRESENTED, PASSED, AND APPROVED this 8th day of August 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin Greenfield, Chairman
Macon County Board

BIDDER'S PROPOSAL

TO: Bruce H. Bird, P.E., Macon County Engineer

I/We MILES CHEVROLET submit a bid for One (1)
2020 ½ Ton 4x4, 1500 Crew Cab Pickup and related equipment as specified for Macon County
Highway Department.

Total Bid for Equipment per Specifications
Please post unit prices and totals on enclosed page.

\$ 41,598.⁰⁰

PLEASE STATE WARRANTY

3/36000 Bumper to bumper.
5/100000 on power train

REJECTION/AWARD

Macon County Highway Department reserves the right to reject any or all proposals and accept the proposal deemed to be in the best interest of the County.

DEADLINE

Sealed proposals are due in on Friday, July 19, 2019, at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. They will be opened and read at 10:00 A.M. in the Conference Room.

IDENTIFICATION

Mark on the outside of the bid envelope in lower left-hand corner "Bid for the Macon County Highway Department 2020 ½ Ton 4x4, 1500 Crew Cab Pickup".

**Macon County Board Resolution Appropriating
Funds to Purchase Two 2020 ½ Ton 4x4, 4 Door
Double Cab Pickups**

RESOLUTION NO. H-2180-8-19

WHEREAS, the funds need to be appropriated to purchase two 2020 ½ Ton 4x4, 4-Door Double Cab Pickups from Miles Chevrolet.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Seventy Nine Thousand Four Hundred Fifty Eight Dollars and No Cents (\$79,458.00) from County Highway Funds Line Item 030-000-9041 (FY 19) to cover above expenses for the County's share of the costs.

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

PRESENTED, PASSED, AND APPROVED this 8th day of August 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin Greenfield, Chairman
Macon County Board

BIDDER'S PROPOSAL

TO: Bruce H. Bird, P.E., Macon County Engineer

I/We Miles Chevrolet submit a bid for Two (2)
2020 ½ Ton 4x4, 4-Door Double Cab Pickups and related equipment as specified for Macon County
Highway Department.

Total Bid for Equipment per Specifications
Please post unit prices and totals on enclosed page.
\$39,729 X 2

\$ \$79,458

PLEASE STATE WARRANTY

3/36000 bumper to bumper
5/100000 powertrain

REJECTION/AWARD

Macon County Highway Department reserves the right to reject any or all proposals and accept the proposal deemed to be in the best interest of the County.

DEADLINE

Sealed proposals are due in on Friday, July 19, 2019, at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. They will be opened and read at 10:00 A.M. in the Conference Room.

IDENTIFICATION

Mark on the outside of the bid envelope in lower left-hand corner "Bid for the Macon County Highway Department 2020 ½ Ton 4x4, 4-Door Double Cab Pickups".

**Macon County Board Resolution Appropriating
Funds to Purchase a 2020 Plow and Dump Truck**

RESOLUTION NO. H-2181-8-19

WHEREAS, the funds need to be appropriated to purchase a 2020 Plow and Dump Truck from Mack Sales & Service of Decatur.

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

- (1) THAT there by appropriated and there is hereby appropriated as much as, but not to exceed One Hundred Ninety Two Thousand Four Hundred Ninety Nine Dollars and No Cents (\$192,499.00) from County Highway Funds Line Item 030-000-9041 (FY 19) to cover above expenses for the County's share of the costs.

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

PRESENTED, PASSED, AND APPROVED this 8th day of August 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin Greenfield, Chairman
Macon County Board

H-2181-8-19
Attachment



Mack Sales & Service of Decatur, Inc.
3939 N. Brush College Rd.
Decatur, Illinois 62524
217-875-3773

June 24, 2019

Macon County Highway Department
2405 North Woodford
Decatur, IL. 62526

2020 Mack Granite MHD w/ Henderson Snow & Ice Equipment
Sourcewell Contract Purchase

Thank you for the opportunity to provide you with a quote on a new Mack Granite with Henderson Equipment via the Sourcewell Joint Purchasing Contract.

Attached are complete specifications for the chassis and the equipment.

Macon County Highway complete truck price: \$192,499.00
This includes State of Illinois title fee, Illinois "M" plate, and delivery.

Please do not hesitate to contact me with any questions.
Thank you again for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Phillips". The signature is written over a horizontal line.

Matt Phillips
Mack Sales & Service of Decatur

**Macon County Board Resolution Appropriating Funds to
Purchase Right Of Way Parcel 001 from David F. Brown
For the CH 20 Box Culvert Replacement Project**

RESOLUTION NO. H-2182-8-19

WHEREAS, the funds need to be appropriated to purchase Right of Way Parcel 001 from David F. Brown for the CH 20 Box Culvert Replacement Project, Section 10-00234-00-DR.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Five Hundred Dollars and No Cents (\$500.00) from County Highway Funds Line Item 030-000-9005 (FY 19) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2019, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 8th day of August 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin R. Greenfield, Chairman
Macon County Board

1947779

H-2182-8-19 Attachment

MACON COUNTY
HIGHWAY DEPARTMENT

Permanent Easement

DAVID BROWN

Name

Route FAS 549 (CH 20)
Section 10-00234-00-DR
County Macon
Project No. _____
Parcel No. 001

RECORDER'S USE



Macon Co., Illinois

S.S. by Mary A. Eaton, Recorder

Book: 4683 Page: 665

Receipt #: 99896

Pages Recorded: 4

Recording Fee: Other

Authorized By Mary A. Eaton

Date Recorded: 7/3/2019 9:12:45 AM

KNOW ALL MEN BY THESE PRESENTS, That David Brown of Decatur
In the County of Macon and State of Illinois, party of the first part, hereby
covenants and agrees with the County of Macon, State of Illinois, acting by and through the County Engineer, party
of the second part, as follows:

The party of the first part hereby represents that he/she is/are the owner in fee simple of the tract of land
situated in the County of Macon and State of Illinois, and described as follows, to-wit:

Part of the Southwest Quarter of Section 10, Township 17 North, Range 1 East of the Third Principal Meridian,
more particularly described as follows;

Commencing at a railroad spike found at the Southwest corner of the Southwest Quarter of Section 10 proceed on
a bearing based on the Illinois Coordinate System East Zone of North 89 degrees 49 minutes 20 seconds East,
950.00 feet on the South line of the said Southwest Quarter to the point of beginning:

From the point of beginning; thence North 00 degrees 10 minutes 30 seconds West, 59.95 feet; thence North 89
degrees 49 minutes 30 seconds East, 90.34 feet; thence South 00 degrees 55 minutes 02 seconds West, 59.96
feet to the South line of the said Southwest Quarter; thence South 89 degrees 49 minutes 20 seconds West, 89.20
feet on said South line to the point of beginning.

Permanent Easement contains 0.124 acres more or less, of which 0.062 acres is in existing public right-of-way,
leaving a net of 0.062 acres of permanent easement to be acquired.

The said real estate being also shown by the plat hereto attached and made apart hereof.

The party of the first part hereby agrees with the party of the second part for an in consideration of the sum of FIVE HUNDRED Dollars (\$ 500.00) paid to David Brown, by the party of the second part, or on behalf of said party, and the receipt of which is hereby acknowledged, the said party of the second part may and is hereby granted the right, easement and privilege to enter upon the tract of land described above for the purpose of final construction grading

The party of the first part hereby further agrees that the party of the second part may at any time in the future enter upon the said tract to complete final grading

The said party of the first part hereby further agrees, for an in consideration of the sum herein named, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the part of the first part caused by the opening, improving and using the above-described premises for Farm Progress Show. This acknowledgment does not waive any claim for trespass or negligence against the party of the second part or its agents which may cause damage to the party of the first part's remaining property, because of said final grading

To these covenants and this agreement party of the first part hereby binds himself, his heirs, executors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has/have set his hand(s) and Seal, this 25th day of 25, 2019.

David F Brown (SEAL)

____ (SEAL)

____ (SEAL)

____ (SEAL)

**Macon County Board Resolution Approving and
Appropriating Funds for an Agreement with
Ameren Illinois**

RESOLUTION NO. H-2183-8-19

WHEREAS, the 85th Street Bridge Replacement Project requires a gas distribution facility to be relocated at the expense of Macon County in order to complete the project; and

WHEREAS, Ameren Illinois and Macon County have drafted an agreement that details how that facility will be relocated and compiled the expenses necessary to complete the project; and

WHEREAS, the agreement must be approved and the funds appropriated in order to complete the project.

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that the Board hereby approves the attached Ameren Illinois Gas Distribution Line Relocation Agreement for the 85th Street Bridge Replacement Project, and appropriates funds as follows:

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Nine and Sixty-One/100 Dollars (\$737,539.61) from County Matching Funds Line Item 031-000-7780 (FY 19) to cover the expenses for the County's share of costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2019, and will be paid 100% by Macon County with 100% reimbursement from the State of Illinois.

PRESENTED, PASSED, AND APPROVED this 8th day of August 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin R. Greenfield, Chairman
Macon County Board

Macon County Highway Department, Illinois
85th Street Bridge
Ameren Illinois Work Request No. GTSE002604
Ameren Illinois Work Order No. J0LXM

GAS DISTRIBUTION LINE RELOCATION AGREEMENT

THIS AGREEMENT, entered into this 8th day of AUGUST, 2019, by and between AMEREN ILLINOIS COMPANY, D/B/A AMEREN ILLINOIS, a corporation existing under the laws of the State of Illinois, with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri, hereinafter called "Company", and MACON COUNTY HIGHWAY DEPARTMENT, ILLINOIS, its successors or assigns, hereinafter called "County",

WITNESSETH THAT:

WHEREAS, County contemplates the construction associated with the 85TH Street Bridge in Macon County, Illinois, and

WHEREAS, in carrying out the construction associated with the 85th Street Bridge project, Company has been requested by County to move Company's gas distribution facilities now located on Company's private easement in Macon County, Illinois, to provide clearance for the construction; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Company will, as soon as practicable after receiving notice in writing from the County Engineer, furnish all labor, material and supervision necessary, and will relocate said gas distribution facilities of the Company as shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof, to provide the necessary clearance for the construction associated with the 85th Street Bridge project in Macon County, Illinois.

2. Company shall have the right to locate its said gas distribution facilities on Company easement and County right-of-way within the 85th Street Bridge project as shown on Exhibit "A", and shall have the continuing right to cut and trim trees, saplings and other vegetation as deemed necessary or advisable by

Company for proper clearances and/or to protect its utility facilities from danger or damage. Company agrees to remove all debris resulting from its work and all such trees and tree limbs which it has caused to be cut and / or trimmed subsequent to receiving a signature from the property owner.

3. Company agrees that the detail plan and estimate of cost for the required adjustment of Company's facilities have been prepared in accordance with the provisions of Federal Aid Policy Guide, FAPG 23 CFR 645A, and any amendments thereto which by reference are made a part of this agreement. Company also agrees that the work will be performed in accordance with said guide.

4. The total cost of the work is estimated to be Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Nine and Sixty-One/100 Dollars (\$737,539.61). It is agreed that County's obligation toward the cost of work under this contract shall be 100% of the actual cost thereof. County agrees that upon completion of the work contemplated herein and upon receipt of an invoice in the actual amount, it will reimburse Company for 100% of the actual cost of the work. Any invoice remaining unpaid more than forty-five (45) days from receipt will accrue interest at the lower rate of either (1) one and one-half percent (1.5%) per month, or (2) the highest rate allowed by law. In the event of a dispute with regard to any portion of an invoice, the undisputed portion will be paid.

5. County agrees to compensate Company for any future relocations or adjustments of Company's facilities (as they may then exist) made necessary by future improvements or use of 85th Street Bridge.

6. If any substantial change is made in the original plan and extent of the work which increases the cost of the work so that it exceeds the amount stated in paragraph 4, above, Company agrees that reimbursement therefore shall be limited to the amount approved in writing by the County Administrator PRIOR to the performance of the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts on the day and year first above written.

AMEREN ILLINOIS COMPANY, D/B/A AMEREN ILLINOIS

BY _____
Geoffrey D. Douglass, Director Real Estate

ATTEST:

MACON COUNTY HIGHWAY DEPARTMENT, ILLINOIS

County Clerk

BY _____
Name, County Administrator

APPROVED:

APPROVED AS TO LEGAL FORM:

County Engineer

County Counselor

I hereby certify that unencumbered balances sufficient to pay the actual contract sum of 100% of Seven Hundred Thirty-Seven Thousand Five Hundred Thirty-Nine and Sixty-One/100 Dollars (\$737,539.61) remain in the appropriation accounts against which this obligation is to be charged.

BY _____
Accounting Officer

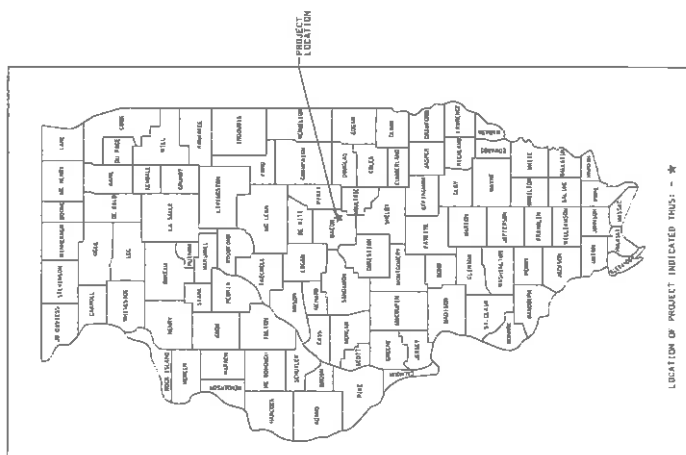


EXHIBIT "A"

ISSUED
FOR BID ONLY

ENGINEER	KV	08-07-19
	BATTAL	DATE
SUPERVISOR	JMG	06-07-19
	BATTAL	DATE

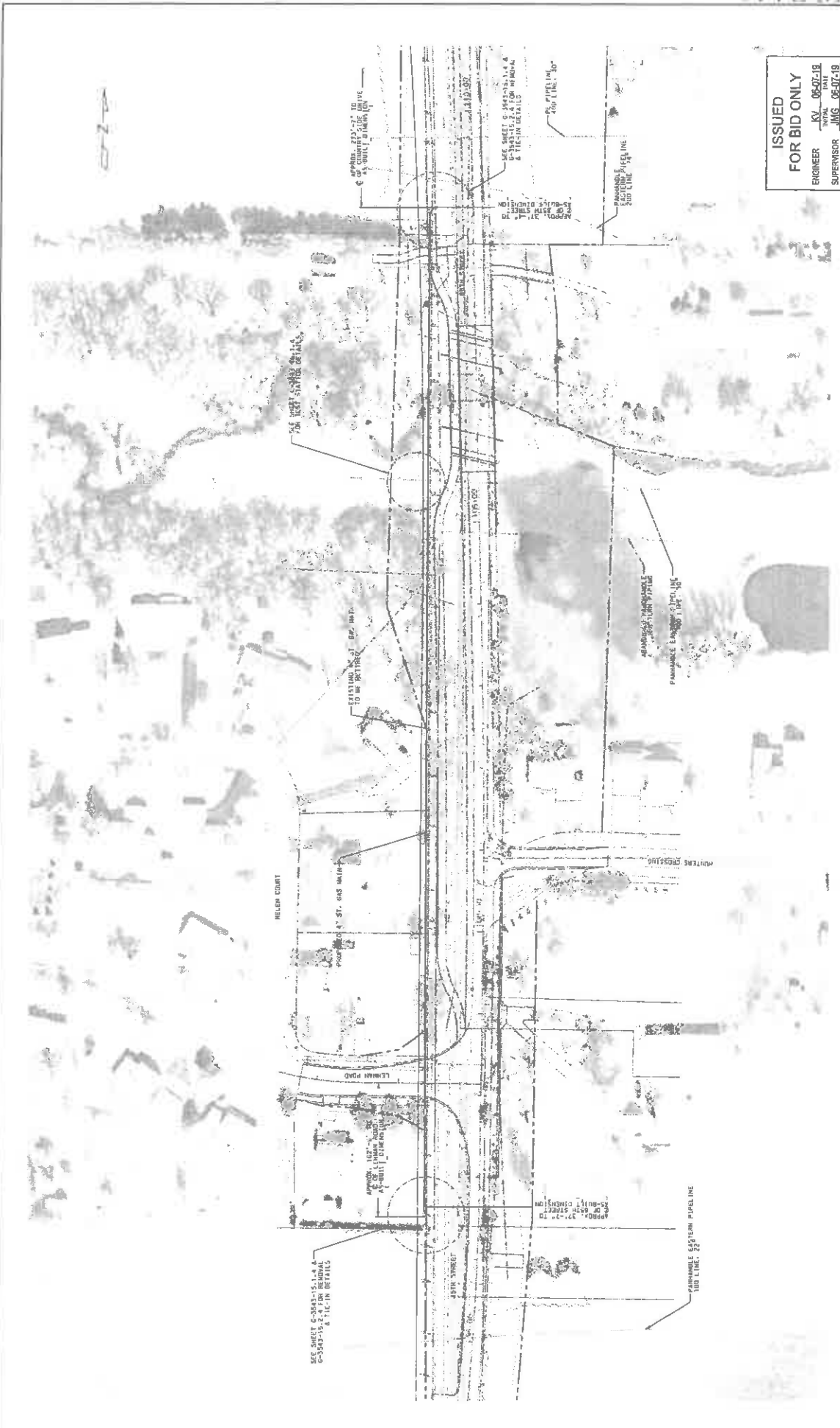
GENERAL NOTES	
1. GAS SYSTEM: 1342	
FIREARM: 115489	
WORK ORDER: 20334	
DOCK: 4752520264	
2. PROJECT MANAGER:	KEVIN VERHOEFF
DESIGN ENGINEER:	KEVIN VERHOEFF
CONSTRUCTION SUPERVISOR:	NOLAN CLOWDER
	PHONE NUMBER: 312-588-4256
	FAX NUMBER: 312-588-4273
	PHONE NUMBER: 262-418-2083
	FAX NUMBER: 262-418-2083

LIST OF DRAWINGS	
G-5545-00.14	COVER SHEET
G-5543-00.14	GENERAL LOCATION & ARRANGEMENT PLAN
G-5543-01.14	IMPROVING DETAILS - TIE-IN
G-5543-15.14	IMPROVING DETAILS - REMOVAL
G-5543-18.24	IMPROVING DETAILS - EMPOURUS REMOVAL
G-5545-18.14	PLAN & PROFILE
G-5543-92.14	BILL OF MATERIAL
G-5545-91.14	TEST STATION DETAILS
G-5545-96.14	TEST STATION SHEET 1 OF 3
G-5545-97.14	TEST STATION SHEET 2 OF 3
G-5543-98.14	TEST STATION SHEET 3 OF 3
G-5543-99.14	



Ameren
NATURAL GAS

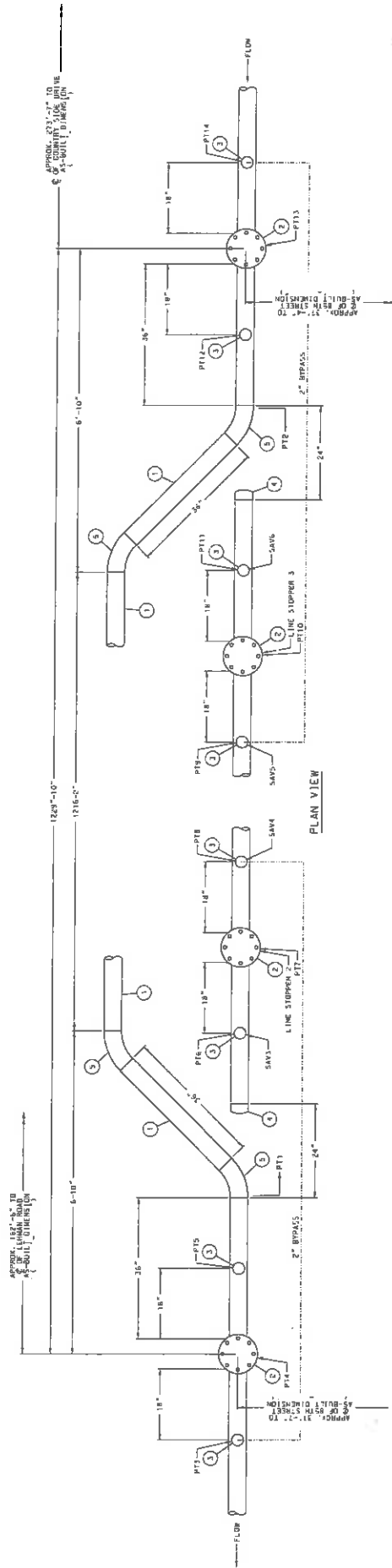
COVER SHEET
SYSTEM 3543
DECATUR, IL[illegible][illegible]



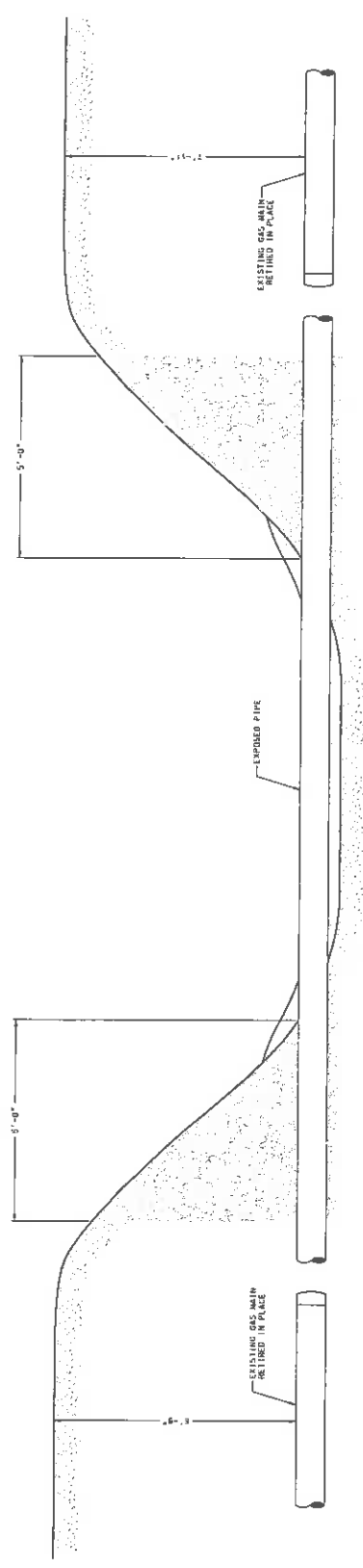
ISSUED FOR BID ONLY
 ENGINEER: KV 05-02-18
 INITIAL: JMG 05-02-19
 SUPERVISOR: [blank]
 DATE: [blank]

		GENERAL LOCATION & ARRANGEMENT PLAN SYSTEM 3543 DECATUR, IL		G-3543-03.1.4 X 0	
SHEET NO. 1 OF 1	DATE: 05-02-19	PROJECT NO. 3543	DRAWN BY: JMG	CHECKED BY: [blank]	APPROVED BY: [blank]
SCALE: 1" = 100'	NORTH ARROW	PROJECT LOCATION	PROJECT DESCRIPTION	PROJECT OWNER	PROJECT CONTACT

47-0



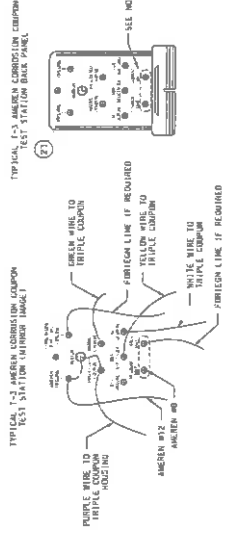
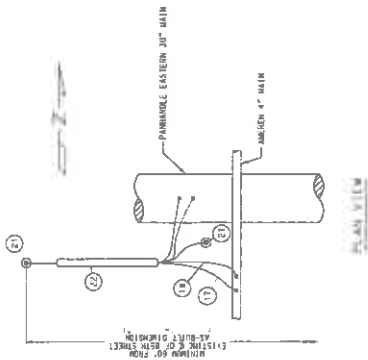
[illegible]



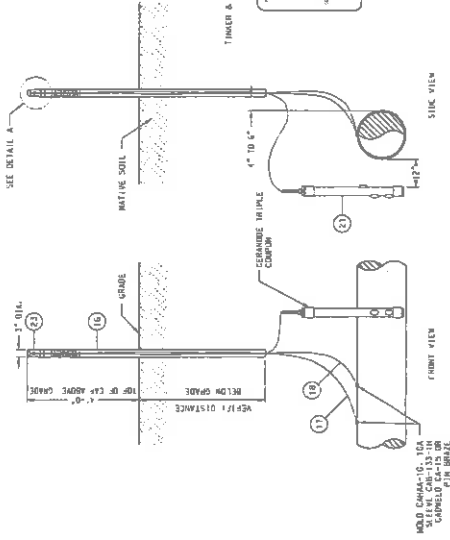
ELEVATION VIEW
EXPOSURE REMOVAL

ISSUED
FOR BID ONLY
ENGINEER: KV 08-07-18
SUPERVISOR: JMG 08-07-18

REV		DATE	BY	DESCRIPTION	REVISION	DATE	BY	DESCRIPTION	REVISION	DATE	BY	DESCRIPTION
0	08-07-18	ANMARS	ISSUED FOR BID PER DISSEMINATION OF DESIGN									
REFERENCE: G-3543-15.3.4												
ORIGINAL DESIGN AND AMENDMENT PLAN												
BILL OF MATERIAL												
TEST STATION												
REVISIONS												
NOTES												
PIPING DETAILS												
EXPOSURE REMOVAL												
SYSTEM 3543												
DECATUR, IL												
PROJECT NO. G-3543-15.3.4												
DRAWING NUMBER												
G-3543-15.3.4 X 0												



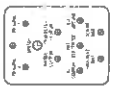
DETAIL A
1-3 AMEREN CORROSION COUPON TEST STATION BACK PANEL



LEGEND

BACK PANEL TYPE	1-3 AMEREN
CAP COLOR	YELLOW
COLLAR COLOR	YELLOW
NO. OF TERMINALS	8
TERMINAL TYPE	194-06B
POST TYPE	3" WHITE
COUPON TYPE	194-06B
COUPON MODEL	194-06B-014

TYPICAL 1-3 AMEREN CORROSION COUPON TEST STATION BACK PANEL



ELEVATION VIEW
TEST STATION WITH GRADIENT CONTROL UNIT

ISSUED
FOR BID ONLY
ENGINEER - KY 0802-18
SUPERVISOR - KY 0802-18

TEST STATION DETAIL SYSTEM 3543 REVISION - 1.0		 AMEREN ENERGY COMPANY		PROJECT: KY 0802-18 DRAWING: 0-3543-96-1-4 X DATE: 08/02/18	
PROJECT: KY 0802-18 DRAWING: 0-3543-96-1-4 X DATE: 08/02/18		PROJECT: KY 0802-18 DRAWING: 0-3543-96-1-4 X DATE: 08/02/18		PROJECT: KY 0802-18 DRAWING: 0-3543-96-1-4 X DATE: 08/02/18	

[illegible][illegible][illegible][illegible][illegible]

ORDER/CRIM NUMBER: 104-RECEIVED 049
SYSTEM PROTECTION: ☐ BATTERY ☐ GALVANIC ☐ COMBINATION
ISOLATION: ☐ INADEQUATE ☐ UPDATE AS INDICATED
TEST LEADS: ☐ INADEQUATE ☒ UPDATE AS INDICATED
CSP TESTER NUMBER: 10491
AS STATUS: ☐ INADEQUATE ☒ UPDATE AS INDICATED
OTHER TEST STATION AT FAVORABLE CROSSING, TEST LEADS AT
NORTH 116-IN HOLE.

[illegible]

10/10/2020	10/10/2020
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[illegible]

[illegible][illegible][illegible]

ISSUED
FOR BID ONLY

ENGINEER KV 06-07-19
DATE (ATTN)

SUPERVISOR JMG 08-07-19
DATE

[illegible]

LEAK TEST RECORD

PROJECT DESCRIPTION, DATE, TIME, SITE, UNIT, A/C, TRANSMISSION, REGULATE														
DATE	TIME	UNIT	DATE	TIME	UNIT	DATE	TIME	UNIT	DATE	TIME	UNIT	DATE	TIME	UNIT
TEST 1	TEST 2	TEST 3	TEST 4	TEST 5	TEST 6	TEST 7	TEST 8	TEST 9	TEST 10	TEST 11	TEST 12	TEST 13	TEST 14	TEST 15
TEST 16	TEST 17	TEST 18	TEST 19	TEST 20	TEST 21	TEST 22	TEST 23	TEST 24	TEST 25	TEST 26	TEST 27	TEST 28	TEST 29	TEST 30
TEST 31	TEST 32	TEST 33	TEST 34	TEST 35	TEST 36	TEST 37	TEST 38	TEST 39	TEST 40	TEST 41	TEST 42	TEST 43	TEST 44	TEST 45
TEST 46	TEST 47	TEST 48	TEST 49	TEST 50	TEST 51	TEST 52	TEST 53	TEST 54	TEST 55	TEST 56	TEST 57	TEST 58	TEST 59	TEST 60
TEST 61	TEST 62	TEST 63	TEST 64	TEST 65	TEST 66	TEST 67	TEST 68	TEST 69	TEST 70	TEST 71	TEST 72	TEST 73	TEST 74	TEST 75
TEST 76	TEST 77	TEST 78	TEST 79	TEST 80	TEST 81	TEST 82	TEST 83	TEST 84	TEST 85	TEST 86	TEST 87	TEST 88	TEST 89	TEST 90
TEST 91	TEST 92	TEST 93	TEST 94	TEST 95	TEST 96	TEST 97	TEST 98	TEST 99	TEST 100	TEST 101	TEST 102	TEST 103	TEST 104	TEST 105
TEST 106	TEST 107	TEST 108	TEST 109	TEST 110	TEST 111	TEST 112	TEST 113	TEST 114	TEST 115	TEST 116	TEST 117	TEST 118	TEST 119	TEST 120
TEST 121	TEST 122	TEST 123	TEST 124	TEST 125	TEST 126	TEST 127	TEST 128	TEST 129	TEST 130	TEST 131	TEST 132	TEST 133	TEST 134	TEST 135
TEST 136	TEST 137	TEST 138	TEST 139	TEST 140	TEST 141	TEST 142	TEST 143	TEST 144	TEST 145	TEST 146	TEST 147	TEST 148	TEST 149	TEST 150
TEST 151	TEST 152	TEST 153	TEST 154	TEST 155	TEST 156	TEST 157	TEST 158	TEST 159	TEST 160	TEST 161	TEST 162	TEST 163	TEST 164	TEST 165
TEST 166	TEST 167	TEST 168	TEST 169	TEST 170	TEST 171	TEST 172	TEST 173	TEST 174	TEST 175	TEST 176	TEST 177	TEST 178	TEST 179	TEST 180
TEST 181	TEST 182	TEST 183	TEST 184	TEST 185	TEST 186	TEST 187	TEST 188	TEST 189	TEST 190	TEST 191	TEST 192	TEST 193	TEST 194	TEST 195
TEST 196	TEST 197	TEST 198	TEST 199	TEST 200	TEST 201	TEST 202	TEST 203	TEST 204	TEST 205	TEST 206	TEST 207	TEST 208	TEST 209	TEST 210
TEST 211	TEST 212	TEST 213	TEST 214	TEST 215	TEST 216	TEST 217	TEST 218	TEST 219	TEST 220	TEST 221	TEST 222	TEST 223	TEST 224	TEST 225
TEST 226	TEST 227	TEST 228	TEST 229	TEST 230	TEST 231	TEST 232	TEST 233	TEST 234	TEST 235	TEST 236	TEST 237	TEST 238	TEST 239	TEST 240
TEST 241	TEST 242	TEST 243	TEST 244	TEST 245	TEST 246	TEST 247	TEST 248	TEST 249	TEST 250	TEST 251	TEST 252	TEST 253	TEST 254	TEST 255
TEST 256	TEST 257	TEST 258	TEST 259	TEST 260	TEST 261	TEST 262	TEST 263	TEST 264	TEST 265	TEST 266	TEST 267	TEST 268	TEST 269	TEST 270
TEST 271	TEST 272	TEST 273	TEST 274	TEST 275	TEST 276	TEST 277	TEST 278	TEST 279	TEST 280	TEST 281	TEST 282	TEST 283	TEST 284	TEST 285
TEST 286	TEST 287	TEST 288	TEST 289	TEST 290	TEST 291	TEST 292	TEST 293	TEST 294	TEST 295	TEST 296	TEST 297	TEST 298	TEST 299	TEST 300
TEST 301	TEST 302	TEST 303	TEST 304	TEST 305	TEST 306	TEST 307	TEST 308	TEST 309	TEST 310	TEST 311	TEST 312	TEST 313	TEST 314	TEST 315
TEST 316	TEST 317	TEST 318	TEST 319	TEST 320	TEST 321	TEST 322	TEST 323	TEST 324	TEST 325	TEST 326	TEST 327	TEST 328	TEST 329	TEST 330
TEST 331	TEST 332	TEST 333	TEST 334	TEST 335	TEST 336	TEST 337	TEST 338	TEST 339	TEST 340	TEST 341	TEST 342	TEST 343	TEST 344	TEST 345
TEST 346	TEST 347	TEST 348	TEST 349	TEST 350	TEST 351	TEST 352								

LEAK TEST RECORD

[illegible]

ISSUED
FOR BID ONLY

ENGINEER	KV	05-07-19
	DATE	
SUPERVISOR	JMG	06-07-19
	DATE	

[illegible][illegible]

FORM A

EXHIBIT "B"

ESTIMATE
REVISED



AMEREN CORPORATION
Ameren Illinois Company d/b/a Ameren Illinois
RELOCATION OF FACILITIES
AT REQUEST OF
GOVERNMENT AGENCIES

BILL TO: MACON COUNTY HIGHWAY DEPARTMENT
PROJECT NO: NONE

DESCRIPTION OF WORK: RELOCATE 4" TRANSMISSION MAIN DUE TO CONFLICT WITH HIGHWAY
PLANS AT 85TH ST BRIDGE.

AMEREN WORK REQUEST: GTSE002604
AMEREN WORK ORDER: J0LXM

RELOCATION PROJECT TO BE FINAL BILLED: AS ESTIMATED or
X AT ACTUAL

	AMOUNT
1. COST OF INSTALLED MATERIALS (SCHEDULE A and A-2)	\$45,455.89
2. AMEREN LABOR TO INSTALL AND/OR REMOVE FACILITIES (SCHEDULE B and B-2)	\$83,608.00
3. OTHER JOB RELATED COSTS (SCHEDULE C)	\$431,694.00
4. INDIRECT OVERHEAD CHARGES (SCHEDULE D)	\$84,113.68
TOTAL ESTIMATED COSTS	\$644,871.57
LESS 0.0% NON-REIMBURSABLE TAX GROSS UP	\$0.00
TOTAL ESTIMATED REIMB. COSTS	\$92,668.04
	<u>\$737,539.61</u>

DATE: 5/20/2019

Joseph Guillemette
APPROVED BY PROJECT MANAGER

217-424-6961
PHONE

Thomas D. Williams
PREPARED BY ACCOUNTANT

SCHEDULE A - MATERIAL

AMEREN MATERIAL INSTALLED

DESCRIPTION	STOCK NO.	QUANTITY	AMOUNT
FITTING, LINE STOPPER, 4 IN, STL, CLS 600, WLD	19-33-022	4	\$8,610.33
PIPE, NM, FBE/ARO COATED STL, 4 IN, 0.237 IN WALL THK, +	32-23-332	1,512	\$22,194.65
TOTAL AMEREN MATERIAL INSTALLED			\$30,804.98
ESTIMATED MINOR MATERIAL*	34%		\$10,518.56
ESTIMATED PURCHASING AND STORES HANDLING		10%	\$41,323.54
TOTAL COST OF AMEREN INSTALLED MATERIAL			\$4,132.35
			\$45,455.89

GTS Estimate MINOR MATERIAL DETAIL*

DESCRIPTION	STOCK NO.	QUANTITY	AMOUNT
NIPPLE, NM, SAVE-A-VALVE, DRILLING, 2 X 3 IN, STL, 1440	19-23-188	8	\$582.14
CAP, PIPE, 4 IN, STL, BW, Y-52, 0.237 WALL	19-33-573	4	\$321.28
1933636 ELBOW, PIPE, 4 IN, 90 DEG, STL, BW, 3R, Y-52, 0.237 W	19-33-636	6	\$1,531.14
4922390 COATING, PIPE AND FITTING, EPOXY, COLD, 1000 M	49-22-390	8	\$209.56
4922435 WRAP, PROTECTIVE, MOISTURE CURED, 4 IN, 27 FT	49-22-435	40	\$4,538.12
4922430 COATING, PIPE AND FITTING, PROFILING MASTIC,	49-22-430	12	\$495.01
4922084 COATING, PIPE AND FITTING, PRIMER, HOT OR COI	49-22-084	4	\$341.74
2553059 COATING, PROTECTIVE, TAPECOAT 20, 4 IN WIDTH	25-53-059	20	\$830.86
4922463 TIP, NM, STATIC MIXER, 6 IN 10 1.881 18.81 EA	49-22-463	10	\$18.81
4922427 COATING, PIPE AND FITTING, EPOXY, COLD, 50 ML	49-22-427	10	\$115.40
4922465 GUN, NM, COATING, HAND, REPAIR 2 40.785 81.57 E	49-22-465	2	\$81.57
1912710 STATION, NM, POST, PLASTIC, 3.5 IN OD 2 12.75 25.5	19-12-710	2	\$25.50
1866624 WIRE, ELEC, DIRECT BURIAL, #8, COPPER, STRANDI	18-66-624	500	\$288.50
1866208 WIRE, NM, TRACER, 12 AWG X 500 FT LGH, CU, SLD	18-66-208	500	\$117.50
2202552 CARTRIDGE, FUSION WELD, METAL 12 1.005 12.06	22-02-552	12	\$12.06
1912711 STATION, NM, TEST, T-3, 3 IN 2 132.812 265.62 EA	19-12-711	2	\$265.62
2242176 ELECTRODE, NM, REFERENCE, CU & CU SULFATE,	22-42-176	2	\$743.75
			\$10,518.56

* Source - Itemized list from GTS estimate.

SCHEDULE A-2 - MATERIAL

VENDOR PURCHASED MATERIAL INSTALLED

DESCRIPTION

VENDOR

QTY

UOM

AMOUNT

TOTAL VENDOR PURCHASED MATERIAL INSTALLED

\$0.00

SCHEDULE B - AMEREN OPERATIONS LABOR	
AJU-GAS	
Wages	\$114.51
Pensions and Social Security	\$44.65
Transportation	\$20.11
Tools	\$3.92
Ameren Productive Hourly Rate	\$183.19
Estimated Crew Hours Needed	0
TOTAL COST OF AMEREN LABOR	\$0.00

SCHEDULE B-2 AMEREN GAS TECH LABOR	
Estimated Gas Tech Labor Rate	\$73.51
Estimated Gas Tech Labor Hours	800
Total Gas Tech Labor	\$58,808.00
Total Gas Tech Engineering	\$24,800.00
TOTAL COST OF GAS TECH LABOR	\$83,608.00

SCHEDULE C - OTHER	
Real Estate Fees- ROW,Easements, Etc.	\$10,994.00
Clearing Cost	\$0.00
Specialized Equipment Rental	\$0.00
Outside Contractor	\$300,000.00
Contingency	\$0.00
Professional Services - Inspections	\$42,000.00
Professional Services - Surveys	\$27,700.00
Professional Services - Other	\$51,000.00
TOTAL OTHER CHARGES	\$431,694.00

SCHEDULE D - INDIRECT OVERHEAD CHARGES	
Indirect Overheads - charges for overheads outside the reporting center itself, including legal support, clerical support, purchasing and billing activities, asset management activities, real estate support, drafting support, and etc.	
Total charges from Schd A-E	\$560,757.89
Indirect overhead billable percentage	15.0%
TOTAL OVERHEADS CHARGES	\$84,113.68

Assumptions:

- Pipeline is currently in private easement along Rt. 48
- Contractor cost increase of 3-5% per year isn't assumed in this estimate
- Bottom out line stoppers will be used to maintain flow.
- Cost of easements to reflect working space and temp. easements.
- Costs do not include cost for soil boring.
- New road crossings will be HDD
- Costs for boring do not assume the boring of any rock.
- No permit cost included.
- No environmental/wetland permit cost are include.

**Macon County Board Resolution Approving and
Appropriating Funds for an Agreement with
Panhandle Eastern Pipeline Company**

RESOLUTION NO. H-2184-8-19

WHEREAS, the 85th Street Bridge Replacement Project requires a gas distribution facility to be relocated at the expense of Macon County in order to complete the project; and

WHEREAS, Panhandle Eastern Pipeline Company and Macon County have drafted an agreement that details how that facility will be relocated and compiled the expenses necessary to complete the project; and

WHEREAS, the agreement must be approved and the funds appropriated in order to complete the project.

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that the Board hereby approves the attached Panhandle Eastern Pipeline Company Reimbursement Agreement for the 85th Street Bridge Replacement Project, and appropriates funds as follows:

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Five Hundred fifty-Five Thousand Four Hundred Twenty-Three Dollars (\$555,423.00) from County Matching Funds Line Item 031-000-7780 (FY 19) to cover the expenses for the County's share of costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2019, and will be paid 100% by Macon County with a \$262,460.39 reimbursement from the State of Illinois.

PRESENTED, PASSED, AND APPROVED this 8th day of August 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin R. Greenfield, Chairman
Macon County Board

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into this ____ day of August, 2019, by and between Panhandle Eastern Pipe Line Company, LP, a Delaware Limited Partnership ("Panhandle"), having an office at 8111 Westchester Drive, Suite 600, Dallas, Texas 75225 and Macon County, a county located in the State of Illinois ("Macon County"), having an office at 2405 North Woodford Street, Decatur, IL 62526. Panhandle and Macon County may also from time to time herein be referred to individually as "Party" and collectively as the "Parties".

WITNESSETH THAT:

WHEREAS, Panhandle currently owns and operates a 22-inch high pressure natural gas transmission pipeline sometimes referred to as its Glenarm 100 Line; a 24-inch high pressure natural gas transmission pipeline sometimes referred to as its Glenarm 200 Line, a 30-inch high pressure natural gas transmission pipeline sometimes referred to as its Glenarm 300 Line, a 30-inch high pressure natural gas transmission pipeline sometimes referred to as its Glenarm 400 Line and appurtenances thereto (all together referred to as "Facilities") within Panhandle right-of-ways;

WHEREAS, Macon County desires to construct a bridge sometimes referred to as the Macon County Bridge ("Bridge") within road right-of-ways adjacent to and/or crossing the Panhandle right-of-ways in Macon County, Illinois ("Project"), as more fully described in the "Exhibit A" attached to this Agreement;

WHEREAS, Macon County has requested Panhandle to develop and provide an estimate for work to be completed to relay and/or upgrade impacted Panhandle Facilities due to the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other mutual consideration, the receipt and sufficiency of which is hereby acknowledged, Panhandle and Macon County hereby agree as follows:

1. Macon County agrees to reimburse Panhandle 100% of the actual, direct and indirect costs and expenses incurred by Panhandle ("Actual Costs") necessary (in Panhandle's sole discretion) to complete certain relay and/or upgrade work in connection with the Project. Panhandle's estimated costs for relay and/or upgrade work are: Five Hundred Fifty Five Thousand Four Hundred Twenty Three and no/100 Dollars (\$555,423.00) ("Estimated Costs"), as more fully described in the "Exhibit B" attached to this Agreement.

2. Macon County shall make an initial payment to Panhandle of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) towards the Estimated Costs which shall be due within twenty (20) business days following execution of this Agreement by the Parties. Macon County shall pay the remaining Two Hundred Five Thousand Four Hundred Twenty Three and no/100 Dollars (\$204,423.00) on October 1st, 2019 or upon completion of the Project, whichever comes later. The Parties agree that upon determination of the Actual Costs by Panhandle, a final accounting between the Parties shall be made as follows: (i) if the Estimated Costs paid to Panhandle are less than the Actual Costs, then Panhandle shall submit a final invoice for the amount by which the Actual Costs exceed the Estimated Costs for payment by Macon County, and Macon County shall pay such final invoice within twenty (20) business days from the date of receipt of the final invoice, or (ii) if the Estimated Costs paid to Panhandle exceed the Actual Costs, then Panhandle shall refund Macon County the amount by which the Estimated Costs exceed the Actual Costs within twenty (20) business days after Panhandle's final determination of such amount.
3. Macon County agrees to pay Panhandle 100% of Panhandle's future actual costs incurred arising from or as a result of damage to Panhandle Facilities caused by the Project.
4. In the event the Project is cancelled for any reason prior to completion of said relay and/or upgrade work, Macon County shall only be responsible for the Actual Costs incurred by Panhandle at the time of cancellation, plus any additional costs incurred by Panhandle to cancel the relay and/or upgrade work (including settlement of existing commitments that Panhandle is unable to avoid and any refunds to Panhandle).
5. Panhandle will use commercially reasonable efforts to complete the relay and/or upgrade work in a prompt, good, and workmanlike manner per Panhandle procedures, standards and in accordance with generally accepted industry standards. It is, however, recognized and stipulated that limitations as to availability of personnel and/or materials may cause delays in the completion of the relay and/or upgrade work. Under no circumstances shall Panhandle be deemed to have agreed, by entry into this Agreement, that said relay and/or upgrade work shall be completed by any particular date.
6. In the event the project specifications change, Macon County shall promptly provide notice (in the manner set forth in this Agreement) of such change to Panhandle along with a complete set of new or revised project specifications, and Macon County shall cease any work on the Bridge that was not originally set forth in the project specifications. Macon County acknowledges that any such change may result in the need to revise the relay and/or upgrade work, and may result in reimbursable costs to Macon County above the Estimate. No change in the project specifications or location of the Bridge may be made if, as a result of the proposed change, the Facilities (in Panhandle's sole discretion) cannot be adequately protected.

7. This Agreement constitutes the complete and final expression of the Parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect to the specific subject matter herein.
8. In the event any part of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed automatically revised but only to the extent necessary to make such provision valid and enforceable, or if such provision is not capable of being made valid and enforceable, it shall be automatically deleted, but the remaining provisions as set forth herein and in the Agreement shall remain in full force and effect.
9. Macon County shall not assign or transfer any right or obligation under this Agreement without the Panhandle's prior written consent, such consent shall not be unreasonably withheld.
10. The Parties agree, at the request of the other, to execute and deliver all such other and additional instruments and documents and take such other reasonable action as may be necessary or desirable in order to more fully and effectively carry out the intents and purposes of this Agreement.
11. If, by reason of force majeure, any Party hereto shall be rendered unable, wholly or partially to carry out any obligations it may have under this Agreement, then if such Party shall give notice as soon as practicable and full details thereafter in writing of such force majeure to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as affected by such force majeure, shall be suspended during the continuance of the inability so caused but for no longer period, and such Party shall endeavor to remove or overcome such inability so caused with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, inability to obtain permits, strikes, lockouts, and any other industrial disturbances, acts of the public enemy, orders of any kind of the government or any governmental authority having or asserting jurisdiction over the premises, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, acts of government or people, civil disturbances, explosions, breakages or accident of machinery or pipelines; or inability on the part of any Party hereto to carry out its obligations under this Agreement on account of any other cause or causes not reasonably within the control of such Party. Settlement of all labor disputes shall be the sole discretion of the Party having the difficulty.
12. In the event of any dispute or litigation between the Parties hereto as to any breach of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with any such dispute or litigation.

13. This Agreement shall be governed by the laws of the State of Illinois, without regard to principles of conflicts of law.
14. Notices required to be given to another Party under the provisions of this Agreement may be given to such Party listed below by any one or more of the following methods: prepaid U.S. certified mail, return receipt requested, overnight next day courier service, e-mail transmission or by delivery in person.

Macon County Contact: Bruce Bird
Macon County Engineer
2405 North Woodford Street
Decatur, IL 62526
217-424-1404
bbird@highway.co.macon.il.us

Panhandle Contact: Scott Gallagher
Director of Technical Operations
8910 Purdue Road, Ste. 300
Indianapolis, IN 46268
317-879-3022
scott.m.gallagher@energytransfer.com

Either Party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

In WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first written.

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By: _____
Scott M. Gallagher
Director, Technical Operations

MACON COUNTY

By: _____
Bruce Bird
Macon County Engineer

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Panhandle Eastern Pipe Line Company, LP by Scott M. Gallagher, its Director of Technical Operations, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Notary Public

Print Name

My County of Residence: _____

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Macon County by Bruce Bird, its County Engineer, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Notary Public

Print Name

My County of Residence: _____

My Commission Expires: _____

EXHIBIT A

Glenarm Mainlines:

Tracts 61, 69L, 70L2 & 73L3

Agreement for Right-of-Way dated December 15th, 1930, made by Stanley Tucker, as grantor, in favor of Panhandle-Illinois Pipe Line Company, its successors and assigns, as grantee, filed for record on January 23rd, 1931 in Book 680, Page 99, with the Recorder for Macon County; Illinois;

And

Glenarm Mainlines:

Tracts 62, 70L, 71L2 & 74L3

Agreement for Right-of-Way dated July 14th, 1930, made by W.E. Fitzgerald and Elizabeth Fitzgerald, as grantor, in favor of Missouri-Kansas Pipe Line Company, its successors and assigns, as grantee, filed for record on October 30th, 1930 in Book 663, Page 591, with the Recorder for Macon County; Illinois.

EXHIBIT B

Project Scope

The scope of the project consists of the following:

- Cut HWY 57 in two (2) places. (300 line and 400 line)
- Remove 56' long (34" O.D) casing on the 300 line and re-coat the section of pipe under the removed 300 Line casing.
- Remove 63' long (36" O.D) casing on the 400 Line and re-coat the section of pipe under the removed 400 line casing.
- Retire/remove existing 1" farm tap which will be inside new ROW, install new farm tap outside ROW limits & reinforce two (2) Style 38 couplings

Project Justification

The Macon County Highway Department in Decatur Illinois is going to replace a bridge and re-align the roadway. The project is on County Highway 57, which is also 85th street just east of Decatur and Long Creek in Illinois. The project limits are from just south of Lehman street to north of Countryside road. Panhandle Eastern Pipelines cross the road between the bridge and Countryside.

Material:	\$ 10,006.00
Inspection:	\$ 53,643.00
X-Ray:	\$ 22,800.00
Survey:	\$ 18,720.00
Contract Labor:	\$ 415,370.00
PEPL Direct Labor (Gas Handling):	\$ 34,884.00
TOTAL:	\$ 555,423.00

Work will be performed by Big Inch Fabricators.
Duration – 4 weeks (field work)
Work will be performed in one mobilization.

**MACON COUNTY BOARD RESOLUTION
APPROVING ADDENDUM TO
PROFESSIONAL SERVICE AGREEMENT
WITH JOSEPH E. MEYER & ASSOC., INC.
FOR ADMINISTRATION OF THE
DELINQUENT TAX LIQUIDATION
PROGRAM**

Resolution No. G-5038-08-19

WHEREAS, this County Board of Macon County, Illinois, previously entered into a Professional Service Agreement with Joseph E. Meyer & Associates, Inc., originally dated November 7, 1995, and amended on January 12, 2006, that provided for the creation and administration of a Delinquent Tax Liquidation Program; and

WHEREAS, said Agreement, as extended and amended, remains in full force and effect as of the date hereof, but the costs of conducting said Delinquent Tax Liquidation Program, including costs of obtaining title to tax delinquent properties and conveying such properties through public auctions, have substantially increased; and

WHEREAS, increasing the minimum auction sale bid to \$750.00 per property will serve to defray such increased program costs;

NOW THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that the minimum auction sale bid for properties first offered at public oral or sealed bid auction sales through the Delinquent Tax Liquidation Program shall be, and is hereby, increased to \$750.00 per parcel; and

BE IT FURTHER RESOLVED, that the increase in minimum bid hereby effected shall be applied so as to increase by \$100.00, to a total of \$450.00, the minimum fee paid to the said Joseph E. Meyer & Associates, Inc., for its services on account of the sale of any property pursuant to said Agreement, and to increase the proceeds accruing to the Taxing Districts by an additional \$50.00 per property; and

BE IT FURTHER RESOLVED, that any properties that are not sold upon first offering may be re-offered at a reduced selling price as may be deemed appropriate by the Treasurer and this County Board; and

BE IT FURTHER RESOLVED, that the Chair of this Board is hereby authorized to execute, on behalf of this Board, the Addendum to Professional Service Agreement attached to this Resolution as Exhibit A and providing for the increase in minimum auction sale bid hereby approved and effected, and that all other terms and provisions of the Professional Service Agreement, as amended, shall remain in full force and effect; and

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

PRESENTED, PASSED, and APPROVED this 8th day of August, 2019.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Joshua Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A

ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, entered into by and between the County of Macon, Illinois, hereinafter referred to as "County", and Joseph E. Meyer & Associates, Inc., hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the County and Contractor (or its predecessor) entered into a written instrument entitled "PROFESSIONAL SERVICE AGREEMENT" bearing date of November 07, 1995 (hereinafter referred to as "the Agreement") establishing a Delinquent Tax Liquidation Program, and said Agreement, as heretofore extended and amended, remains in full force and effect between the County and Contractor as of the date hereof; and

WHEREAS, the County and Contractor desire to further amend the Agreement as hereinafter set forth;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and for other good and valuable consideration, the parties agree as follows, to-wit:

1. That the relevant provisions of the Agreement are hereby amended such that:
 - a. The minimum auction sale bid for properties first offered at public oral or sealed bid auction sales through the Delinquent Tax Liquidation Program shall be \$750.00 per parcel; and
 - b. Whenever title to any tax-delinquent property shall be conveyed to a new owner through the Delinquent Tax Liquidation Program Agent shall receive a minimum compensation of FOUR HUNDRED FIFTY DOLLARS (\$450.00) or TWENTY-FIVE PERCENT (25%) of the purchase price, whichever is greater. In event the sale price of any such property is FOUR HUNDRED FIFTY DOLLARS (\$450.00) or less, the Agent shall receive the full sale price as compensation and no additional fee shall be paid on account of the sale of such property:

2. All of the terms and provisions of the Agreement, as heretofore amended and extended, and as amended hereby shall remain in full force and effect between the parties hereto.

Agreed, entered and signed this ____ day of _____, A.D., 2019.

The County of Macon, Illinois
A Body Corporate and Politic

By _____
County Board Chairman

Joseph E. Meyer & Associates, Inc.

By  _____
Whitney Strohmeyer, President

ATTEST:

County Clerk