

AGENDA
MACON COUNTY BOARD MEETING
June 10, 2021, 6:00 P.M.
141 SOUTH MAIN, ROOM 514
DECATUR, ILLINOIS

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

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

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

NOTICE TO THOSE ATTENDING IN PERSON

Facemasks are not required to be worn by people who are fully vaccinated
(i.e., at least 2 weeks have elapsed since vaccination).

- 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**
 - Z-1230-06-21** *Macon County Board Resolution Approving the Final Plat of Summerfield Estates 2nd Addition Consisting of 11 Lots*
 - Z-1231-06-21** *Macon County Board Resolution Regarding Case R-01-05-21, A Petition for Rezoning Submitted by United Contractors Midwest, Inc. Requesting Approximately 10 Acres from (A-1) Agricultural Zoning to (M-2) Heavy Industrial District Zoning*

Z-1232-06-21

Macon County Board Resolution Regarding Case S-02-05-21, A Petition Requesting a Special Use Permit for a Used Car Lot in (A-1) Agricultural Zoning Submitted by Ethan Minich & William Thurston

8. CORRESPONDENCE

9. CLAIMS

10. APPOINTMENTS

G-5281-06-21

Macon County Board Resolution Appointment to the Macon County Conservation District Board of Trustees– Mark Allen

G-5282-06-21

***Macon County Board Resolution Appointment / Reappointment to the Macon County Mental Health Board
- Sherri Arnold
- Kyle Risby***

11. CONSENT CALENDAR

G-5283-06-21

Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent

12. JUSTICE COMMITTEE

G-5284-06-21

Macon County Board Resolution Approving Additional Appropriations in the Circuit Clerk's FY2021 General Fund Budget

G-5285-06-21

Macon County Board Resolution Authorizing Disposal of Surplus Property by the State's Attorney's Office

13. EEHW COMMITTEE

G-5286-06-21

Macon County Board Resolution Approving Intergovernmental Delegation Agreement Between the Illinois Environmental Protection Agency and Macon County

14. OPERATIONS AND PERSONNEL COMMITTEE

G-5287-06-21

Macon County Board Resolution Approving Blue Cross Blue Shield Health Insurance Proposal from AJ Gallagher & Co.

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

17. NEGOTIATIONS COMMITTEE

18. TRANSPORTATION COMMITTEE

H-2257-06-21

Macon County Board Resolution Appropriating Funds for the Andrews Street Resurfacing Project

H-2258-06-21

Macon County Board Resolution Appropriating Funds for a 50/50 Drainage Project with Blue Mound Township

H-2259-06-21

Macon County Board Resolution Appropriating Funds for the Purchase of Right of Way Parcel 001 for a Bridge on Meridian Road in Blue Mound Township

- 19. EXECUTIVE COMMITTEE**
- 20. SITING, RULES & ORDINANCE SUB-COMMITTEE**
- 21. BUILDING SUB-COMMITTEE**
- 22. CITIZENS' REMARKS**
(Limited to 5 minutes per person and for a total of 20 minutes)
An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.
- 23. OFFICEHOLDERS' REMARKS**
- 24. OLD BUSINESS**
- 25. NEW BUSINESS**
- 26. CLOSED SESSION**
- 27. ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION
APPROVING THE FINAL PLAT OF
SUMMERFIELD ESTATES 2ND ADDITION
CONSISTING OF 11 LOTS**

RESOLUTION NO Z-1230-06-21

WHEREAS, the Final Plat of Summerfield Estates 2nd Addition and accompanying document were filed with the Macon County Planning & Zoning Office on May 21, 2021; and

WHEREAS, the Planning and Zoning Administrator reviewed said Preliminary Plat of Final Plat of Summerfield Estates 2nd Addition and accompanying documents and recommends approval of Summerfield Estates 2nd Addition; and

WHEREAS, the Environmental, Education, Health and Welfare Committee (EEHW) heard the summary report and voted to recommend Approval to the County Board, the final plat of Summerfield Estates 2nd Addition consisting of 11 lots; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to Approve the final plat of Summerfield Estates 2nd Addition consisting of 11 lots.

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

PRESENTED, PASSED, and APPROVED this 10th day of June 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE R-01-05-21, A PETITION FOR REZONING
SUBMITTED BY UNITED CONTRACTORS MIDWEST, INC.**

RESOLUTION NO. Z-1231-06-21

WHEREAS, a petition filed by United Contractors Midwest, Inc. for rezoning approximately 10 acres from (A-1) Agricultural Zoning to (M-2) Heavy Industrial District Zoning. This property is legally described as:

Part of the West one-half (W1/2) of the Northeast Quarter (NE1/4) of Section 30, Township 17 North, Range 2 East of the Third Principal Meridian, Macon County, Illinois, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 30, Township 17 North, Range 2 East, of the 3rd Principal Meridian, thence S. 89 degrees- 46'-35" W. (Assumed Bearing) along the south line of the Northeast Quarter of said Section 30 a distance of 1680.74 feet to the Point of beginning; thence S. 89 degrees-46'-35" W. a distance of 290.06 feet; thence N. 0 degrees-08'-08" E. 1638.62 feet to a point on the Southerly right-of-way line of the Illinois Central Railroad Company; thence S 46 degrees-50'-58" E. 396.69 feet along said South right of way line; thence S. 0 degrees-08'-08" W. 1366.18 feet to the point of beginning: containing 10.00 Acres more or less.

The property is commonly known as: 3589 N Route 121, Decatur, IL 62526
Hickory Point Township PIN: 07-07-30-200-011

WHEREAS, at the required public hearing on May 5, 2021, your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board, the petition be granted.

WHEREAS, on May 27, 2021 your EEHW Committee heard the summary report and voted Approval of the petition to the County Board.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to approve the subject petition for rezoning approximately 10 acres from (A-1) Agricultural Zoning to (M-2) Heavy Industrial District Zoning.

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

PRESENTED, PASSED, APPROVED this 10th day of June, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY,
ILLINOIS

ATTEST:

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

BY:

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE S-02-05-21 A PETITION REQUESTING
A SPECIAL USE PERMIT SUBMITTED BY ETHAN MINICH
& WILLIAM THURSTON.**

RESOLUTION NO. Z-1232-06-21

WHEREAS a petition filed by Ethan Minich & William Thurston requesting a Special Use Permit for a used car lot in (A-1) Agricultural Zoning. The property is situated on 1.00 acres and is legally described as:

Part of the Northeast Quarter of the Southwest Quarter of Section Fourteen (14), Township fifteen (15) North, Range Three (3) East of the 3rd P.M., more particularly described AS FOLLOWS: Beginning at the Southeast Corner of the Northeast Quarter of the Southwest Quarter of Section 14; thence North 245.6 feet; thence 427.35 feet to the East line of the Right-of-Way of S.B.I. Route No. 132; thence South 41 degrees 27' 00" East, 104.06 feet; thence West 107.5 feet to the East line of Illinois Central Railroad Right-of-Way; thence South 41 degrees 27' 00" East, 223.6 feet to the Center of the Public Road as now laid out; thence East 317.95 feet to the Place of Beginning; situated in Macon County, Illinois.

This property is commonly known as 7192 Myers Road, Dalton City, IL 61925
Mt Zion Township PIN 12-17-14-300-002.

WHEREAS, at the required public hearing on May 5, 2021 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit constitutes a license issued to the named Petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. Employees shall be limited to immediate landowner living on the premises and the partner.
3. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
4. Building permits shall be obtained as required.
5. Hours of operation for the business is 8:00 a.m. to 5:00 p.m. for 6 days a week.
6. Said property and all operations shall remain subject to all other applicable local, county, state, and federal regulations. Failure to do so will result in revocation of this special use permit and it will be effective immediately.
7. Special use permit is for a 2 year period. After that time, the permit may be renewed if approved. This special use permit expires: June 8, 2023.

WHEREAS, on May 27, 2021 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting a Special Use Permit for a used car lot in (A-1) Agricultural Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to Approve the petition requesting a Special Use Permit for a used car lot in (A-1) Agricultural Zoning with the above stipulations recommended by the Zoning Board of Appeals.

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

PRESENTED, PASSED, and APPROVED this 10th day of June 2021.

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
Appointment to the Macon County
Conservation District Board of Trustees
-Mark Allen**

RESOLUTION NO. G-5281-06-21

WHEREAS, it is the desire of the Macon County Board Chairman to appoint the following individual to serve as a Macon County Conservation District Trustee for a term of five years that is set to expire June 30, 2026:

Mark Allen
13014 Cemetery Rd
Argenta, IL 62501
Term Expires: June 30, 2026

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby appoints Mark Allen to serve as a member of the Macon County Conservation District Board of Trustees for a term of five years set to expire June 30, 2026.

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

PRESENTED, PASSED and APPROVED this 10th day of June, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin R. Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPOINTMENT / REAPPOINTMENT TO THE
MACON COUNTY MENTAL HEALTH BOARD**

- Sherri Arnold
- Kyle Risby

RESOLUTION NO. G-5282-06-21

WHEREAS, it is the desire of the Macon County Board Chairman to appoint / reappoint the following individuals to the Macon County Mental Health Board for terms of four years set to expire June 30, 2025:

Sherri Arnold
#1 Millikin Place
Decatur, IL 62522

Kyle Risby
255 N. Pine
Decatur, Il 62522

Terms Expire: June 30, 2025

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves reappointing Sherri Arnold & appointing Kyle Risby (to replace Stephen Clevenger) to the Macon County Mental Health Board for a term of four years set to expire June 30, 2025.

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

PRESENTED, PASSED, APPROVED this 10th day of June, 2021

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
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G-5283-06-21

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

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

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

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

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

PRESENTED, PASSED, APPROVED the 10th day of June, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin R. Greenfield, Chairman
Macon County Board

Macon County Monthly Resolution List - June 2021

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overprint	Treasurer
06-21-001	1120023M	SAL	GARY HALL	04-12-10-104-007	813.00	0.00	0.00	63.00	450.00	0.00	300.00
06-21-002	201600304	DEF-REC	ADAM HENDERSON AND RICK RYAN	04-12-10-429-014	3,200.00	0.00	0.00	0.00	859.12	0.00	2,340.88
Totals					\$4,013.00	\$0.00	\$0.00	\$63.00	\$1,309.12	\$0.00	\$2,640.88

Committee Members

Recorder/Sec of State Fees
 Clerk Fees
 Total to County

\$63.00
 \$0.00
 \$2,703.88

**MACON COUNTY BOARD RESOLUTION
APPROVING ADDITIONAL APPROPRIATION
IN THE CIRCUIT CLERK'S FY2021 GENERAL
FUND BUDGET**

RESOLUTION NO. G-5284-06-21

WHEREAS, the Circuit Clerk has determined that the special budget accounts "Document Storage" and "Automated Records" will experience a significant shortfall in revenue for FY2021 due to the economic impact of the COVID-19 pandemic and a new state Supreme Court rule which became effective January 1, 2021; and

WHEREAS, the Circuit Clerk has determined that the employees whose salaries are paid through those special budget accounts are essential to the effective operation of the Circuit Clerk's Office; and

WHEREAS, the Circuit Clerk's Office is already understaffed by 7 employees short as a result of previous budget cuts; and

WHEREAS, losing any of the employees who are funded by the special budget accounts at this time would be devastating to the ability of the Circuit Clerk's Office to function and provide the services to the Courts and the public that the law requires it to provide; specifically, mandates on the office from the circuit court as well as the appellate and supreme court would be affected; succinctly, the Circuit Clerk's Office is presently at the bare minimum staffing level to operate efficiently; and

WHEREAS, the Circuit Clerk has made several changes to allocation of staff salary expenses so as to reallocate such expenses amongst her various budget accounts in an attempt to mitigate the revenue shortfall, but the changes have not proved adequate to address it entirely.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the County Board finds that there exists an immediate emergency situation with respect to the FY21 budget accounts for the Circuit Clerk in that a failure to appropriate additional funds to said accounts will cause the Circuit Clerk's Office to be unable to provide the services to the Courts and the public that are mandated by law and court rules.

BE IT FURTHER RESOLVED that the Circuit Clerk's FY21 General Fund Budget is amended as follows:

Increase A001-050-5610

\$75,697.00

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

PRESENTED, PASSED and APPROVED this 10th day of June, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

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

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD
RESOLUTION AUTHORIZING
DISPOSAL OF SURPLUS PROPERTY
BY THE STATE'S ATTORNEY'S
OFFICE**

Resolution No. G-5285-06-21

WHEREAS, the Macon County State's Attorney's Office has surplus property that is no longer serviceable or needed; and

WHEREAS, the property has been determined to be either obsolete or broken and is therefore not usable by the State's Attorney's Office or any other County department; and

WHEREAS, the Macon County State's Attorney desires the authority to dispose of said property, as more fully described in the attached exhibit a.

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

PRESENTED, PASSED, and APPROVED this 10th day of June, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Joshua A. Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A:	
HP Compaq Pro 6300 Small Form Factor S/N 2UA3242CZP	Obsolete
HP Compaq 6005 Pro Microtower S/N 2UA0071328	Obsolete
HP Prodesk 400 G1 MT S/N MXL43917L7	Obsolete
V7 Computer Monitor S/N MCLAEC15448	Obsolete
HP L1710 Computer Monitor S/N 3CQ82728S1	Broken
NEC LCD1712 S/N 41191684GA	Obsolete
HP PS2 Corded Mouse	Obsolete
HP PS2 Corded Keyboard	Obsolete
HP PS2 Corded Keyboard	Obsolete
HP PS2 Corded Keyboard	Obsolete
HP PS2 Corded Keyboard	Obsolete
HP Wireless Keyboard	Broken
Speakers	Broken
Speakers	Broken
Speakers	Broken
Headphones	Broken
Headphones	Broken
HP Laserjet 1022n Printer	Obsolete
HP Compaq 4000 Pro Small Form Factor S/N 2UA1361QXN	Obsolete

**MACON COUNTY BOARD RESOLUTION
APPROVING INTERGOVERNMENTAL DELEGATION AGREEMENT
BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND MACON COUNTY**

RESOLUTION NO. G-5286-06-21

WHEREAS, the Environmental Management Department presented the attached delegation agreement between the Illinois Environmental Protection Agency (IEPA) and Macon County to the Environmental, Education, Health & Welfare Committee (EEHW) at their meeting on May 27, 2021 and to the Finance Committee at their June 1, 2021 meeting; and

WHEREAS, the said agreement allows the County to obtain or share services and to exercise, combine, or transfer power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the IEPA may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspection, investigating, and enforcement functions; such delegation agreements shall require that work performed hereunder be in accordance with IEPA criteria and subject to IEPA review; and

WHEREAS, the purpose of the attached agreement is to act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting solid waste management sites in the county; and

WHEREAS, the EEHW Committee discussed the agreement, and recommended approval to the full board.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached delegation agreement in its entirety between the Illinois Environmental Protection Agency and Macon County set to expire June 30, 2026.

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

PRESENTED, PASSED and APPROVED this 10th day of June 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin Greenfield, Chairman
Macon County Board

INTERGOVERNMENTAL DELEGATION AGREEMENT

**BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND THE COUNTY OF MACON, ILLINOIS**

A JOINT AND COOPERATIVE INSPECTION PROGRAM

This Intergovernmental Delegation Agreement (“Agreement” or “Delegation Agreement”) is entered into this ____ day of _____, 2021, between the County of Macon, Illinois (the “County”) and the Illinois Environmental Protection Agency (“Illinois EPA” or the “Agency”) (collectively, the “Parties”).

I. AUTHORITY

The Illinois EPA is an agency established in the executive branch of State government, having the duty and authority, *inter alia*, to conduct a program of continuing surveillance and of regular or periodic inspection of sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*) (“Act”), and regulations adopted thereunder (“regulations”).

The County is a unit of local government organized and existing under the laws of Illinois. The Macon County Environmental Management (the “Department”), a department or agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County.

Section 30 of the Act (415 ILCS 5/30) provides:

“The Agency shall cause investigations to be made upon the request of the Board or upon receipt of information concerning an alleged violation of this Act, any rule or regulation adopted under this Act, any permit or term or condition of a permit, or any Board order, and may cause to be made such other investigations as it shall deem advisable.”

Article VII, Section 10, Constitution of the State of Illinois, 1970, provides in part:

“Units of local government . . . may contract . . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. . . .”

Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides:

“Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies

entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/2) defines “public agency” to include any unit of local government as defined in the Illinois Constitution of 1970, the State of Illinois and any agency of the State. The County is a unit of local government as defined in the Illinois Constitution of 1970, and Illinois EPA is an agency of the State.

Section 4(r) of the Act (415 ILCS 5/4(r)) provides:

“The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.”

Section 22.15(h) of the Act (415 ILCS 5/22.15(h)) states that the Agency is authorized to provide financial assistance to units of local government for the performance of inspecting, investigating and enforcement activities pursuant to Section 4(r) of the Act at nonhazardous solid waste disposal sites.

Section 55.6(c) of the Act (415 ILCS 5/55.6(c)) states, in part, that the Agency is authorized to provide financial assistance to units of local government for the performance of inspection, investigation, and enforcement activities pursuant to Section 4(r) of the Act at used and waste tire sites.

The Illinois EPA hereby delegates the site inspection authority as set forth by the terms and conditions of this Delegation Agreement, to the County. All inspecting functions, not specifically delegated in this Delegation Agreement, are retained by the Illinois EPA. Other than to the Department, the County shall not sub-delegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County, are expressly excluded from the delegation of authority in this Delegation Agreement.

II. PURPOSE

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting sites in the County, for sharing information obtained regarding solid waste management in the County, and for follow-up activity in situations where violations of environmental laws are detected, the results of which may result in the issuance of a Violation Notice or Administrative Citation.

III. DEFINITIONS

As used herein, the terms within this Delegation Agreement shall be defined in the Act, unless otherwise defined below.

As used herein, the term "*site(s)*" means any location, place, tract of land, and facilities, including but not limited to buildings, and improvements used for purposes subject to regulation or control by this Act or regulations thereunder. This term does not refer to sites or those portions of a site that manage "hazardous waste," as defined under state and federal law or site(s) owned or operated, in whole or in part, by the County or any political subdivision of the County.

As used herein, the term "*inspection*" includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and copying of any documents, photographs, videotape or other record keeping, and any other information gathering activity.

IV. RESPONSIBILITIES OF THE COUNTY

A. INSPECTION

Pursuant to this Delegation Agreement, the County, through the Department, shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to inspect sites under the Act and regulations adopted thereunder. The County shall inspect sites as well as enforce applicable provisions of the Act and regulations. The County understands that any reports, other pertinent data and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA may be subject to public access, inspection and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act (415 ILCS 5/7) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) as set forth in Section VII below in more detail.

The County shall conduct its inspection program in accordance with this agreement and the terms and conditions within the Act and regulations. Before any employee of the County inspects a site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to his or her qualifications for the purposes of conducting inspections. The County's employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employee(s) as to all aspects of proper inspection, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) calendar days following the successful completion of such training course before they may become a certified inspector. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employee(s) so that they may obtain certification through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) calendar days following the successful completion of such training course after demonstrating competency to the Regional Manager and after notice of completion of the approved training course has been provided to the Illinois EPA.

B. ENFORCEMENT

The Illinois EPA recognizes that the State's Attorney in the County has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the Illinois EPA and County agree that the State's Attorney may bring actions for violations pursuant to Section 42(e) of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement the County agrees that it will conduct site inspection pursuant to the terms and conditions of the Delegation Agreement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the State's Attorney's Office.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal or disturbance. The purpose and intent of utilizing the expertise of the

Illinois EPA for remedial actions is to utilize the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect and enhance the quality of the environment.

The County agrees to notify the Illinois EPA of any formal enforcement action (e.g. local ordinance violations) it initiates, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agree that, upon request, each will provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will make their best efforts to cooperate with one another with any enforcement actions brought by either party pursuant to the Act and/or regulations. The County and the Illinois EPA shall cooperate in enforcement matters including the matter of regularly scheduled meetings. The parties will make their best efforts to hold these meetings when a referral for formal enforcement is considered; when considering issuance of an Administrative Citation (in agreement); when the facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in agreement); and when a Compliance Commitment Agreement is considered for approvals and/or rejection.

The County agrees that its employee(s) shall cooperate fully and completely with the Illinois EPA, including, but not limited to, offering testimony in any enforcement matter instituted against a site in the County.

V. RESPONSIBILITIES OF THE ILLINOIS EPA

In order to promote the operational aspects of this Delegation Agreement, personnel from the Illinois EPA may accompany inspectors on joint inspections within its municipal jurisdiction. Such joint inspections may also serve to provide County personnel with additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action, the Illinois EPA agrees to notify the County of any such action, with the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. If a duplicative action exists, the Illinois EPA may decide to take over such enforcement action. In the event a conflict arises between enforcement or remedy, the Illinois EPA retains ultimate primacy of the issue.

The Illinois EPA agrees that its employee(s) shall cooperate, review all reports and provide guidance and recommendations for improved quality, responding to questions, offering testimony in any enforcement matter instituted against a site in the County that is within the scope of this Delegation Agreement. Nothing in this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and regulatory discretion regarding inspection, investigation or enforcement matters.

VI. BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS

The Illinois EPA shall, consistent with Section 7 of the Act (415 ILCS 5/7), forward to the County copies of all applications for site permits and/or supplemental permits, variances and adjusted standards as they are received for sites in the County. The Illinois EPA shall also forward to the County copies of each permit application approval and denial. The issuance of site permits, variances and adjusted standards required by the Act and regulations shall remain the sole discretion and responsibility of the Illinois EPA.

VII. RECORDS AND AUDITS

A. The County shall ensure that all, including but not limited to, books, records, documents, reports, data and other evidentiary material are maintained using accounting procedures and practices that conform to generally accepted accounting principles to account properly for the receipt and disposition of all financial assistance received hereunder. The County shall ensure that records are preserved and made available for inspection, auditing, and copying as provided in Subsection D below:

- 1) For a minimum of three (3) calendar years following the County's receipt of final payment of financial assistance from the Agency hereunder;
- 2) For documents relating to disputes and/or appeals, litigation or the settlement of claims arising out of the services or activities provided by the County hereunder, or costs and expenses of services for which exception has been taken by the Agency or any of its duly authorized representatives, until three (3) calendar years after disposition of such appeals, litigation, claims or exceptions or for the three (3) calendar years specified in subsection (A)(1) above, whichever is longer; and
- 3) For such longer period required by applicable statute or regulation, including but not limited to the Local Records Act (50 ILCS 205/1 *et seq.*).

- B. The Parties acknowledge and agree that this Delegation Agreement, the payment of financial assistance, requests for payments and supporting documentation, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency or the County may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).
- C. The Parties shall comply with the provisions of Sections 7 and 7.1 of the Act, 2 Ill. Adm. Code 1828.202, and other applicable law relating to the non-disclosure of any confidential information under this Delegation Agreement. In addition, the Parties shall comply with Part 130 of the Illinois Pollution Control Board regulations (35 Ill. Adm. Code Part 130) and other applicable law regarding trade secret information hereunder.
- D. The Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents shall have the right to inspect and audit any books, records or papers relating to the financial assistance provided hereunder and the expenditure of said funds.

VIII. HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the County hereby agrees to assume the risk, responsibility and liability for any and all loss or damage to property owned by the County, the Agency or third persons, any injury to or death of any persons (including employees of the County) caused by, arising out of, or occurring in connection with the execution of any services or other work, contract or subcontract arising out of this Agreement, and the County shall indemnify, save harmless and defend the State of Illinois and the Agency, and their respective officials, officers, employees and authorized representatives from all claims for any such loss, damage, injury or death, except to the extent such claim, loss, damage, injury or death is attributable to the negligent or willful and wanton conduct of an official, officer, employee or authorized representative of the

County. The County shall also require that any and all contractors, subcontractors, consultants and other parties engaged by the County shall agree in writing that they shall look solely to the County for performance of such contract or satisfaction of any and all claims arising thereunder.

B. INSURANCE

- 1) Throughout the duration of this Agreement and any extensions thereof, the County shall maintain the types of insurance coverages in not less than the amounts of coverages set forth below:
 - a) Commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000 each occurrence (combined single limit bodily injury and property damage). If the CGL insurance contains an aggregate limit, it shall be not less than \$2,000,000 or shall be endorsed to apply separately to this project. The State and the Agency shall be named as an additional insured under the CGL insurance, any commercial umbrella/excess liability insurance, and business auto liability coverages of the County. The County's CGL insurance, commercial umbrella/excess liability insurance (if any), and business auto liability coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Agency and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Agency. Any insurance or self-insurance maintained by the State or the Agency shall be in excess of the County's insurance and shall not contribute with it.
 - b) Business auto liability insurance, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.
 - c) Workers compensation insurance, as required by law.
- 2) The County shall cause each subcontractor and consultant, employed by or acting on behalf of the County hereunder, to maintain insurance of the types and not less than the amounts of coverages specified above. When requested by the Agency, the County shall furnish copies of certificates of insurance evidencing the types and amounts of coverages for the County and each of its subcontractors and consultants.

IX. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS

Notwithstanding any provision herein to the contrary, the financial assistance provided for hereunder is expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the inspection activities performed hereunder. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient State funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available. The Agency shall provide notice, in writing, to the County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the County's receipt of said notice.

X. FINANCIAL ASSISTANCE

A. Subject to the availability of sufficient funds as provided in Section IX above and the terms and conditions of this Agreement, the Agency will provide financial assistance to the County in the form of reimbursement to the County as herein provided. The financial assistance amount shall be the maximum amount of financial assistance approved by the Agency (the "Maximum Annual Financial Assistance Amount") in any fiscal year (i.e., July 1 through June 30) during the term of this Agreement for the County's inspection activities performed hereunder. The Maximum Annual Financial Assistance Amount is subject to adjustment by the Agency in any fiscal year based on the budget and any Amended Fact Sheet approved by the Agency, and the availability of sufficient funds for the inspection activities performed hereunder. In the event that this Agreement is terminated prior to June 30 in any such fiscal year during the term of this Agreement, then the Maximum Annual Financial Assistance Amount shall be prorated based on the number of days that the Agreement is in effect during said fiscal year subject to the availability of sufficient funds as herein provided.

B. Financial assistance are those costs that:

- 1) the Agency determines to be reasonable and necessary for the County to perform its inspection activities required hereunder and as set forth in the Fact Sheet attached hereto as Exhibit A and incorporated herein (the "Fact

Sheet”), or as set forth in an amended fact sheet (“Amended Fact Sheet”) approved by the Agency, and include, but are not limited to costs of salaries and benefits, professional and consultant services, project feasibility and engineering reports, and materials acquired, consumed or expended specifically for said activities;

- 2) exclude Unallowable Costs set forth in Section X, subsection C below;
- 3) shall not exceed the amounts set forth in the annualized budget that the Agency approves for the fiscal year in which the expenses were incurred during the term of this Agreement; and
- 4) shall not exceed the Maximum Annual Financial Assistance Amount determined by the Agency.

The proposed budget for each State Fiscal Year during the term of this Delegation Agreement, as set forth in Section XIII below, is attached hereto as Exhibit B and is incorporated herein. Requested amendments to the budget may be submitted to the Agency, from time-to-time, as necessary to account for programmatic alterations on Agency-approved forms. The submission of an amended budget shall not require the Agency to provide the County any funding beyond previously approved figures. The Agency shall provide the County with written notice of its decision regarding the County’s proposed budget and Fact Sheet or Amended Fact Sheet.

- C. Costs excluded from financial assistance and as set forth in Exhibit C, attached hereto and incorporated herein (collectively, “Unallowable Costs”) include:
 - 1) costs incurred in violation of any term or condition of this Agreement or any applicable federal, state, or local law;
 - 2) costs incurred prior to or after the term of this Agreement; and
 - 3) the unallowable costs as set forth in Exhibit C.

- D. The County shall submit financial assistance requests on a quarterly basis with supporting documentation together with progress reports on forms provided by the Agency. The County shall submit its financial assistance request (i.e. payment requests) for each quarter not more than thirty (30) calendar days following the end of said quarter. The supporting documents shall identify the activities performed and provide a breakdown of the costs, sufficient to demonstrate that the costs for which financial assistance is sought were necessary and reasonable and otherwise

allowable costs as defined herein. Financial assistance request documents shall include, but are not limited to, the following:

- 1) An identification of the time period for which the activities/services were performed, and the costs were incurred;
- 2) A brief description of the work performed;
- 3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the Fact Sheet or Amended Fact Sheet;
- 4) The names and titles of individuals performing activities/services and the dates and hours worked;
- 5) Copies of invoices;
- 6) A list of expenses and/or costs incurred in connection with the activities/services performed; and
- 7) Such other documentation requested by the Agency to determine whether an expense for which financial assistance is requested is an allowable cost as defined herein.

E. The County shall submit its final request each state fiscal year for financial assistance hereunder no later than thirty (30) calendar days following the expiration of the term of this Agreement.

F. The County's failure to submit financial assistance requests, supporting documentation, or quarterly reports in a timely manner may result in delay or denial of financial assistance payments by the Agency.

G. At any time or times prior to final payment under this Agreement, the Agency may cause any request(s) for payment to be reviewed or audited by the Agency or as otherwise herein provided. Each subsequent payment shall be subject to reduction for amounts included in the related request for payment which are found, on the basis of such review or audit, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on preceding requests for payment.

XI. INSPECTIONS

A. The County shall maintain a formalized record of all inspections, compliance, non-compliance, formal enforcement and Administrative Citation activities. The information recorded shall include, at a minimum:

- 1) relevant dates;
- 2) number of inspections;
- 3) facilities inspected;
- 4) volume in cubic yards of waste remediated at open dump sites;
- 5) the status of all compliance and enforcement activities; and
- 6) the amount of any penalties, interest or restitution collected or due and owing.

B. INSPECTION REPORT FORMS

Each time a certified inspector (hereinafter "inspector") conducts an inspection of a site, the inspector shall complete an inspection report that consists of, at a minimum:

- 1) an inspection checklist;
- 2) a narrative;
- 3) a site sketch or map;
- 4) photographs documenting site conditions; and
- 5) any appropriate supporting documents.

While conducting inspections, the inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes.

After completing the inspection, the inspector shall complete the inspection report within thirty (30) calendar days after the date of the inspection. The employee shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections.

The original completed report shall be maintained by the Department; one copy shall be forwarded to the Illinois EPA Regional Manager; one copy to the owner and one copy to the operator; and one copy shall be forwarded to Illinois EPA Headquarters. Copies of the inspection report shall be forwarded to the Illinois EPA and the owner and operator no later than thirty-five

(35) calendar days after the date of the inspection and may be forwarded electronically, to the extent not prohibited by Illinois law.

C. INSPECTION SCHEDULE

Before conducting any independent inspections pursuant to the Delegation Agreement, the inspector must first be certified by Illinois EPA in accordance with Section IV(A) above. Before conducting an inspection of an Illinois EPA permitted site, the inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards and Illinois EPA permits in order to become aware of permit conditions, obligations and exceptions that may apply to the site.

The County is responsible for inspecting the sites within its jurisdiction on a schedule under its Attachment A in the Fact Sheet or Amended Facts Sheet. The County and Illinois EPA understand that it may be necessary for the County to conduct impromptu inspections of Illinois EPA permitted sites without having had time to notify the Illinois EPA prior to such inspection, but this is to be the exception rather than the usual course of operation. Inspections of open dump sites will be on an as-needed basis. Additionally, the County shall conduct inspections of any site subject to the Delegation Agreement upon the request of Illinois EPA and upon citizen complaints alleging violations of the Act and regulations within ten (10) calendar days.

The County shall forward to Illinois EPA, within thirty (30) calendar days, copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement.

From time to time, Illinois EPA engages in inspections with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports or other information pertaining to such inspections are outside the scope of the Delegation Agreement. Nothing herein shall limit Illinois EPA's legal authority to work with, and cooperate with, the State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.

Unless otherwise specified, the Regional Manager¹, Field Operations Section, Bureau of Land, shall be Illinois EPA's representative for the operational aspects of the Delegation Agreement, and the Director of the Department shall be the County's representative.

¹ The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven regions for administrative purposes.

XII. ADMINISTRATIVE CITATION PROCESS

If a citation is issued the violator will make out two separate checks: one check to the Illinois EPA, Environmental Protection Trust Fund for half of the amount of the fine and a second check to Macon County for the other half of the fine. This information shall be made available to the Illinois EPA upon request.

XIII. EFFECTIVE DATE - TERMINATION - AMENDMENT - RENEWAL

A. The Delegation Agreement shall commence on July 1, 2021, or upon execution, whichever is later, and shall remain in effect until **June 30, 2026** unless terminated earlier by either party giving thirty (30) calendar days prior written notice of termination to the other party. The Delegation Agreement may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County's inspection and enforcement program. Amendment of the Delegation Agreement may be made at the sole discretion of Illinois EPA upon written notice to the County.

B. The Parties may renew the Delegation Agreement for additional five (5) calendar year terms by mutual written consent.

XIV. RECOVERY OF FUNDS AND OTHER REMEDIES

In the event this Agreement is breached by the County, the Agency may, in addition to any other remedies provided in law and/or equity, revoke this Agreement and take such other action as the Agency is authorized to take. If the Agency determines funds are being misspent or improperly held by the County, then the Agency or the Illinois Attorney General may recover those funds and take any other action authorized by law. These remedies shall not be construed as limiting the Agency's right to terminate this Agreement with or without cause as provided in Section XIII above.

The Illinois EPA has a regional office in each region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties.

XV. NOTICES

Any notice required under this Agreement shall be in writing and shall be deemed properly given when personally delivered, mailed by certified mail, return receipt requested, or sent by first class regular mail, to the addresses below. Notice of termination of the Agreement shall be sent by certified mail, return receipt requested, or by personal delivery, to the address below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section. Notice as provided herein does not waive service of summons.

For the Agency:

Manager, Waste Reduction and Compliance Section
Bureau of Land #24
Illinois Environmental Protection Agency
1021 N. Grand Ave. East
Springfield, Illinois 62794-9276

For the County:

Macon County Environmental Management
141 S. Main Street, Suite 408
Decatur, IL 62523-1293

XVI. NO THIRD PARTY BENEFICIARIES

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose and legal duty to any third party.

XVII. COMPLIANCE WITH APPLICABLE LAWS

The parties shall at all times observe and comply with all applicable federal and state laws, regulations and codes which may in any manner affect the performance of this Agreement.

XVIII. DISCLAIMER OF RELATIONSHIP

A. Nothing contained in this Agreement, nor any act of the Agency or the County, shall be deemed or construed by the other party or by any third party, to create any relationship of

a principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Agency and the County.

B. The employees of the County shall remain employees of the County and are therefore not entitled to any benefits provided to employees of the State by virtue of this Agreement and/or any services or work performed under this Agreement.

XIX. MISCELLANEOUS

A. This Agreement sets forth the entire understanding of the parties relative to the subject matter hereof and supersedes all prior agreements.

B. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising out of this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

D. If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

E. If a party waives a breach of any provision of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said party or prevent the non-breaching party from enforcing such provisions.

F. This Agreement may be executed in several identical counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

G. The parties acknowledge that this Agreement was freely negotiated by each of the parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.

H. Each of the undersigned signing as an officer, representative, or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement, and to bind the party on whose behalf he or she is signing this Agreement to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

SIGNATURE PAGE TO FOLLOW

THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY
ACCEPTED AND AGREED TO:

**ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY**

By: John J. Kim by Gale Roschel
John J. Kim, Director

Date: 5/11/21

Attest: [Signature]
Signature
Tony Tappin
Type or Print Name
w/ed Margy
Title
Date: 5/12/21

MACON COUNTY

By: _____
Signature

Type or Print Name

Title

Date: _____

Attest: _____
Signature

Type or Print Name

Title

Date: _____

EXHIBIT C
Unallowable Costs

- A. **Unallowable Costs.** Costs which are not reasonable and necessary for completion of the inspection, investigation, or enforcement work required under the Agreement (the "project") are unallowable. Such costs include, but are not limited to:
- 1) Area wide planning or enforcement not directly related to the project;
 - 2) Bonus payments not legally required for completion of the project;
 - 3) Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation, or otherwise;
 - 4) Fines and penalties resulting from violations of, or failure to comply with, federal, State, or local laws;
 - 5) Costs outside the scope of the approved inspection, investigation, or enforcement project;
 - 6) Interest on bonds or any other form of indebtedness required to finance the project costs;
 - 7) Ordinary operating expenses of local government, such as salaries and expenses of a mayor or city council members;
 - 8) Site acquisition (for example, sanitary landfills and sludge disposal areas);
 - 9) Costs for which payment has been or will be received under another State or federal assistance program;
 - 10) Costs of equipment or material procured in violation of applicable law or in violation of the terms of the Agreement;
 - 11) Costs of special funds (i.e., industry advancement funds, funds to reimburse bidding costs to unsuccessful offerors, etc.) financed by contractors, contributions in the industry for methods and materials research, public and industry relations, market development, labor-management matters, wage negotiations, jurisdictional disputes, defraying of all or part of unsuccessful offerors bidding costs, or similar purposes;
 - 12) Costs that are incurred prior to the commencement of the Agreement;
 - 13) Costs that are incurred after the expiration of the term of the Agreement unless the term of the Agreement is extended by the Agency and the unit of local government, and the costs are approved by the Agency;
 - 14) Personal and professional consultant services costs arising under a cost-plus-percentage-of-cost type of agreement (including the multiplier contract where profit is included in the multiplier);
 - 15) Personal and professional consultant services costs when the Agency, the Auditor General, the Executive Inspector General, the Attorney General, or their respective officers, officials,

- employees, authorized representatives or agents have been refused access to the books and records of the contractor or subcontractor as required under the Agreement;
- 16) Increases in personal and professional consultant services contract fees which are based solely on a percentage of increased project costs notwithstanding the contractual liabilities of the unit of local government under such contract;
 - 17) out-of-state-travel;
 - 18) attending conferences (not including attending meetings in accordance with the Agreement such as attending EDG meetings, other meetings with IEPA, or meetings required to perform the project);
 - 19) lobbying; and
 - 20) indirect costs, except as approved by IEPA in writing.

B. Definitions.

As used in this Exhibit C, the following words and terms shall have the meanings below:

- 1) "Unit of local government" means the County, City, or Solid Waste Management Agency that has entered into an Intergovernmental Delegation Agreement with IEPA to perform inspection, investigation, and enforcement activities on behalf of IEPA as therein provided.
- 2) "Agreement" means the Intergovernmental Delegation Agreement between the unit of local government and IEPA for the performance of inspection, investigation, and enforcement activities.
- 3) "Indirect costs" mean those costs incurred for a common or joint purpose but benefiting more than one cost objective, and not readily identifiable to the cost objectives specifically benefited.

C. Disputes and Determination regarding Allowable Costs.

The unit of local government shall seek to resolve any questions relating to the allowance or allocation of costs at its earliest opportunity (if possible, prior to execution of the Agreement). Final determinations by the Agency concerning whether costs are allowable and the amount of the costs allowed shall be final.

INSPECTIONS TO BE PERFORMED

SITE NAME/STATUS	ACREAGE	ANNUAL # OF INSPECTIONS
Bath Inc. Landfill-Closed	42.35	1
Decatur Compost-Active	34	4
Macon Co Compost Facility & LSW Transfer Facility	8.6	4
Rhodes Landfill-Closed	12.45	1
Valley View Landfill-Active	338	24
Waste Control Landfill-Closed	35	1
Waste Hauling Landfill-Closed	40	1

Total Anticipated Inspections-Permitted Sites
 Total Anticipated Open Dumping Complaint Investigations

36
 44
 80

**MACON COUNTY BOARD RESOLUTION
APPROVING BLUE CROSS BLUE SHIELD
HEALTH INSURANCE PROPOSAL FROM
AJ GALLAGHER & CO.**

RESOLUTION NO. G-5287-06-21

WHEREAS, the Macon County Insurance Committee has continued to study the best alternatives for the county's health insurance and has met multiple times over the past month, and

WHEREAS, continuing increases in the market for medical insurance and in the regulation of medical insurance require that Macon County adapt to reflect these changing market conditions, and

WHEREAS, the Insurance Committee has concluded that the introduction of a Health Reimbursement Arrangement (HRA) along with increased deductibles under Blue Cross Blue Shield (BCBS) offers the best combination of cost and coverage for the benefit of Macon County and its employees, and

WHEREAS, the overall medical plan benefits to employees will not change from the prior year, as the County will fund the HRA to cover deductibles above the current level, and

WHEREAS, the Macon County Operations and Personnel Committee reviewed the recommendation at their May 24, 2021 meeting and voted to accept the Blue Cross/Blue Shield proposal and adoption of the HRA presented by AJ Gallagher & Co. for a slight decrease in BCBS medical premiums of 2.3%, with coverages as detailed in the attached schedule, and

WHEREAS, the Macon County Finance Committee approved the recommendation and voted to accept the Blue Cross/Blue Shield proposal and HRA adoption at their June 1, 2021 meeting

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve the Gallagher Benefit Services proposal for health coverage as per the Attached document for the 07/01/2021 renewal

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

PRESENTED, PASSED, APPROVED this 10th day of June, 2021

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin R. Greenfield, Chairman
Macon County Board

Medical Insurance Plan

			<u>CURRENT</u>	<u>2021 #3</u>	<u>HRA #1</u>	<u>HRA #2</u>
			<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2021</u>	<u>7/1/2021</u>
Individual Deductible			\$1,500	\$1,500	\$2,500	\$5,000
Family Deductible			\$4,500	\$4,500	\$7,500	\$10,000
Individual Out of Pocket			\$5,000	\$5,000	\$6,000	\$7,500
Family Out of Pocket			\$15,000	\$15,000	\$17,000	\$15,000
			includes Rx	includes Rx	includes Rx	includes Rx
Coinsurance after DED			80% - 20%	80% - 20%	80% - 20%	80% - 20%
ER Co-pay			\$500	\$500	\$500	\$500
Doctor Office - Primary Care			\$25 Co-pay	\$25 Co-pay	\$25 Co-pay	\$25 Co-pay
Doctor Office - Specialist			\$45 Co-pay	\$45 Co-pay	\$45 Co-pay	\$45 Co-pay
Rx Retail Pharmacy			3 Tier - Co-pays	3 Tier - Co-pays	3 Tier - Co-pays	3 Tier - Co-pays
Generic			\$15	\$15	\$15	\$15
Brand			\$30	\$30	\$30	\$30
Specialty			\$50	\$50	\$50	\$50
Rx Mail Order			90 days for 2X	90 days for 2X	90 days for 2X	90 days for 2X
Preventive Services			100% per ACA	100% per ACA	100% per ACA	100% per ACA
Renewal Change Percentage			7.70%	10.90%	5.24%	-2.30%
Monthly Premiums	E	186	781.35	866.52	822.32	763.40
	ES	45	1,700.38	1,885.72	1,789.54	1,661.31
	EC	64	1,565.51	1,736.15	1,647.60	1,529.54
	EF	72	2,175.40	2,412.52	2,289.48	2,125.43
		367				
Employee Share / Pay	E		97.67	108.32	102.79	95.43
	ES		212.55	235.72	223.69	207.66
	EC		195.69	217.02	205.95	191.19
	EF		271.93	301.57	286.19	265.68
Paycheck Difference	E		6.98	10.65	5.12	(2.24)
	ES		15.20	23.17	11.15	(4.88)
	EC		13.99	21.33	10.26	(4.50)
	EF		19.45	29.64	14.26	(6.25)
County Approx Cost			\$4,308,027	\$4,777,606	\$4,533,928	\$4,209,056
County Change in Cost				\$469,580	\$225,901	-\$98,971
Total Annualized Premium			\$5,744,036	\$6,370,142	\$6,045,237	\$5,612,074
Total Premium Difference				\$626,106	\$301,202	-\$131,961

**Macon County Board Resolution Approving and
Appropriating Funds for the Andrews Street
Resurfacing Project**

RESOLUTION NO. H-2257-6-21

WHEREAS, the funds need to be approved and appropriated for the Andrews Street Resurfacing Project, Section 20-00308-00-RS.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) from County Matching Line Item # 031-000-7780 (FY 21) to cover 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, 2021, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 10th day of June 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin R. Greenfield, Chairman
Macon County Board

**Macon County Board Resolution Approving and Appropriating
A 50/50 Drainage Project with Blue Mound Township**

RESOLUTION NO. H-2258-6-21

WHEREAS, the funds need to be approved and appropriated for a 50/50 Drainage Project with Blue Mound Township in Blue Mound Township.

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

THAT there be appropriated and there is hereby appropriated as much as and not to exceed Fifty Thousand Three Hundred Seventy Dollars and No Cents (\$50,370.00) from Line Item 034-000-7735 County Bridge (FY 21) to cover expenses for the above resolution.

The above cost will benefit a highway facility owned by Blue Mound Township, and are anticipated to be completely disbursed by November 30, 2021, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 10th day of June 2021.

AYES _____ NAYS _____

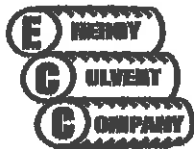
MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin R. Greenfield, Chairman
Macon County Board



Quotation



ENERGY CULVERT COMPANY, LLC
PO Box 640
501 East College Street, Energy Illinois 62933
618-942-7381 Fax 618-942-7834
Cell 618-922-7462 - Charlie

Bid date:
PROJECT NAME:
Macon County ALBC - Decatur, IL
Quote date:04/26/2021

Illinois Business Set-Aside Program (SBSP) Registered IPG-0441775

ALUMINUM BOX CULVERT ENGINEER'S COST for the above-referenced project.

Energy Culvert will distribute. CONTECH will fabricate and deliver the following described **ALUMINUM BOX CULVERT** components and appurtenances.

DESCRIPTION OF SUPPLIED MATERIALS

OPTION 1:

- 30 L.F. of 12'-7" span x 5'-2" rise ALBC, #18
- Two (2) Aluminum Headwalls, 2' tall above crown of arch
- R2 shell based on 2.9' minimum cover
- Four (4) Aluminum Wingwalls, 27' long each at 90 degrees
- Includes Full Aluminum Invert Foundation (requires 4,000 psf soil bearing and maximum cover of 4')
- Two (2) Aluminum Toewalls at Inlet and Outlet
- Plate layout drawings
- Foundation, Headwall, and Wingwall Design
- Freight for plate materials
- Illinois SE stamped drawings

ESTIMATE - \$50,370 Material Delivered (F.O.B. Jobsite)
Included in above:
Wingwalls - \$22,695.25
Headwalls - \$3,927.25

ESTIMATED PLATE SHIPPING WEIGHT = 9,460 pounds

OPTION 2:

Same as Option 1 except:

- 30 L.F. of 12'11" span x 6'-0" rise ALBC, #19
- R2 shell based on 1.8' minimum cover

ESTIMATE - \$54,7400 Material Delivered (F.O.B. Jobsite)
Included in above:
Wingwalls - \$20,8102
Headwalls - \$3,931.50

ESTIMATED PLATE SHIPPING WEIGHT = 10,400 pounds

These costs do not include installation costs. As part of the construction process, the contractor is to perform the items listed below in accordance with the installation drawings:

- Receive and unload materials.**
- Prepare bedding for foundations/invert as required.**
- Assemble and erect plate materials.**
- Excavate and backfill the structure.**

QUOTE MUST BE ACCEPTED WITHIN 15 DAYS FROM ABOVE QUOTATION DATE. ORDERS MUST BE SHIPPED WITHIN 30 DAYS OF DATE OF QUOTE ACCEPTANCE. TERMS NET 30 DAY
Energy Culvert reserves the right to re-quote when the quantities change more than 10%. quoted. not include state, local taxes of 8.25%. Prices quoted based on the total project.
The quantities listed are estimated based on our interpretations of the project quantities.
The bidder is responsible for confirming quantities. Products listed are for quoting purposes.
A restocking charge up to 25% maybe applied on returned items.

Best Regards

Charles R. Kemp

Charles R. Kemp, Sales Manager

US AIRFORCE RETIRED



ACCEPTANCE

AT THE PRICES SPECIFIED, OF THIS QUOTATION AND IN THE STANDARD CONDITIONS SALE

Company: _____
By: _____
Title: _____
Date: _____

**Macon County Board Resolution Appropriating Funds
To Purchase Right of Way Parcel 3 from Zoltan & Elvira Futo
For a Joint Project with Christian County to Construct
Improvements on a Bridge on Meridian Road in Blue Mound Twp.**

RESOLUTION NO. H-2259-6-21

WHEREAS, the funds need to be appropriated to purchase Right of Way Parcel 3 from Zoltan & Elvira Futo for a Joint Project with Christian County to construct improvements on a bridge on Meridian Road in Blue Mound Township, Section 03-02145-00-BR.

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 Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) from County Highway Funds Line Item 030-000-9005 (FY 21) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Pleasant View Township, are anticipated to be completely disbursed by November 30, 2021, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 10th day of June 2021.

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

1976878

03-02145-00-04

H-2259-6-21 Attachment

3

COUNTY OF MACON

T.R. 16 03-02145-00-RR Macon Co -
SECTION 03-09116-00-BR Christian Co.

PARCEL 3

OWNER: ZOLTAN & ELVIRA FUTO
RT. STA. 6+00.00 TO STA. 10+00.00



Macon Co, Illinois
S.S. by Mary A. Eaton, Recorder

Book: 4813 Page: 953

Receipt #: 114914
Pages Recorded: 3

Recording Fee: \$0.00

Authorized By *Mary A. Eaton*

Date Recorded: 4/8/2021 9:24:28 AM

**Do Not Write In This Space
(FOR RECORDER USE ONLY)**

DEDICATION OF RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES THIS INDENTURE WITNESSETH that the grantor(s) Elvira Futo, a widow

of Blue Mound

Township, County of Macon, State of Illinois for and in consideration of the sum of Three Thousand and Five Hundred and 00/100 - - - - -

(\$ 3,500.00 in hand paid by Blue Mound Township, acting by and through the County Highway Department, or on its behalf, the receipt whereof is hereby acknowledge and do es by these presents, hereby grant, convey, and dedicate to the County of Macon, State of Illinois, for the purpose of a public highway, a tract of land situated in the County of Macon, State of Illinois, and described as follows:

A part of the Southwest Quarter of Section 18, Township 15 North, Range 1 East of the Third Principal Meridian, described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 13, Township 15 North, Range 1 West of the Third Principal Meridian; thence North 0 degrees 00 minutes 00 seconds West along the west line of the Southwest Quarter of said Section 18, a distance of 48.30 feet to the point of beginning; thence continuing North 0 degrees 00 minutes 00 seconds West along said west line, 400.00 feet to the centerline of Mosquito Creek and the north parcel line; thence southeasterly along the centerline of Mosquito Creek, the chords of said centerline being South 44 degrees 01 minutes 10 seconds East, 28.78 feet; thence South 40 degrees 25 minutes 30 seconds East, 30.84 feet; thence leaving said centerline, South 0 degrees 00 minutes 00 seconds East, 155.83 feet; thence South 5 degrees 42 minutes 40 seconds West, 201.00 feet to the existing easterly right of way line of T.R. 16; thence North 90 degrees 00 minutes 00 seconds West, a distance of 20.00 feet to the point of beginning, containing 0.123 acres, more or less of new right of way and 0.179 acres, more or less of existing right of way.

Exempt under provisions of 35 ILCS 200/, Sec. 31-15
Para. _____ Real Estate Transfer Tax Law

Buyer, Seller, or Representative

Date

