

AGENDA
MACON COUNTY BOARD MEETING
November 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

**CONSISTENT WITH GOVERNOR PRITZKER'S EXECUTIVE ORDER OF AUGUST 26, 2021
FACEMASKS WILL BE REQUIRED IN ALL PUBLIC AREAS OF THE BUILDING**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **OPENING PRAYER**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF MINUTES OF PRIOR MEETING**
6. **RECOGNITIONS**
Macon County Sheriff's Office – Deputy Recognition
7. **ZONING/SUBDIVISIONS**
Z-1238-11-21 **Macon County Board Resolution Regarding Case S-02-10-21, A
Petition Requesting a Special Use Permit Submitted by Jill Bottrell**

Z-1239-11-21 **Macon County Board Resolution Regarding Case S-01-10-21, A
Petition Requesting a Special Use Permit Submitted by Stephen &
Shannon Comer**

8. **CORRESPONDENCE**
9. **CLAIMS**
10. **APPOINTMENTS**
 G-5324-11-21 **Macon County Board Resolution Reappointments to the Macon County Rural Transit Advisory Group – Tara Murray, Julie Walker, Emily Dobson, Becky Edwards**
- G-5325-11-21 **Macon County Board Resolution Reappointment to the Macon County Ethics Commission – Ted Paine**
11. **CONSENT CALENDAR**
 G-5326-11-21 **Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent**
12. **JUSTICE COMMITTEE**
 G-5327-11-21 **Macon County Board Resolution Approving Appropriation of Funds for Equipment Purchases for Coroner**
- G-5328-11-21 **Macon County Board Resolution Entering into an Agreement with Peoria County for the Sale of Juvenile Detention Bed Space**
- G-5329-11-21 **Macon County Board Resolution Entering into an Agreement with Champaign County for the Sale of Juvenile Detention Bed Space**
- G-5330-11-21 **Macon County Board Resolution Approving a Decrease in the County Law Library Fee**
13. **EEHW COMMITTEE**
 G-5331-11-21 **Macon County Board Resolution Approving Trueblue Service Agreement – Helmer Scientific**
14. **OPERATIONS AND PERSONNEL COMMITTEE**
 G-5332-11-21 **Macon County Board Resolution Approving a Budget Amendment for Workforce Investment Solutions FY21 Budget – Youth Career Pathways Grant**
- G-5333-11-21 **Macon County Board Resolution Amending Holidays for 2021 to Coincide with Circuit Court’s Holiday Schedule**
- G-5334-11-21 **Macon County Board Resolution Approving the Holidays for 2022**
15. **LEGISLATIVE COMMITTEE**
16. **FINANCE COMMITTEE**
 G-5335-11-21 **Macon County Board Resolution Authorizing Plan for Premium Pay for Essential Workers Under the American Rescue Plan Act for the Central Illinois Regional Dispatch Center**
- G-5336-11-21 **Macon County Board Resolution Authorizing Contribution to Participate**

with the City of Decatur to Survey Gaps Regarding Workforce Training in the Community

G-5337-11-21

Macon County Board Resolution Accepting a One Year General Liability and Property Insurance Proposal through Arthur J. Gallagher

G-5338-11-21

Macon County Board Resolution Approving Ongoing Support and License Subscription from Fike & Fike, Inc for Property Tax Software

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

B-1-11-21

Macon County Board Resolution Statement to Establish Budgets for 2021-2022 Fiscal Year

B-2-11-21

Macon County Board Resolution Establishing Valuation of All Taxable Property in Macon County, Illinois

B-3-11-21

Macon County Board Resolution Establishing Tax Levy for General Corporate Fund Purposes

B-4-11-10

Macon County Board Resolution Establishing Tax Levy for Retirement Fund Purposes

B-5-11-21

Macon County Board Resolution Establishing Tax Levy for Social Security Fund Purposes

B-6-11-21

Macon County Board Resolution Establishing Tax Levy for Insurance Loss and Liability Fund Purposes

B-7-11-21

Macon County Board Resolution Establishing Tax Levy for Judgment Fund Purposes

B-8-11-21

Macon County Board Resolution Establishing Tax Levy for the Health Department Unit Fund Purposes

B-9-11-21

Macon County Board Resolution Establishing Tax Levy for County Highway Fund Purposes

B-10-11-21

Macon County Board Resolution Establishing Tax Levy for Matching Fund Purposes

B-11-11-21

Macon County Board Resolution Establishing Tax Levy for County Special Bridge Fund Purposes

B-12-11-21

Macon County Board Resolution Establishing Tax Levy for DPBC Lease Fund Purposes

B-13-11-21

Macon County Board Resolution Establishing Tax Levy for Historical Museum Fund Purposes

B-14-11-21

Macon County Board Resolution Establishing Tax Levy for The Veterans Commission Fund Purposes

23. OFFICEHOLDERS' REMARKS

24. OLD BUSINESS

25. NEW BUSINESS

G-5339-11-21

Note – County Board Rules will have to be suspended to consider Resolution G-5339-11-21 as it was not previously considered by a committee of the Board

Macon County Board Resolution Approving the Second Addendum to Amended and Restated Multiple Facilities Lease Between Decatur Public Building Commission and County of Macon, Illinois, Effective December 1, 2021

G-5340-11-21

Macon County Board Resolution Regarding Semi-Annual Review of Closed Session Minutes

26. CLOSED SESSION

27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE S-02-10-21 A PETITION
REQUESTING A SPECIAL USE PERMIT
SUBMITTED BY JILL BOTTRELL**

RESOLUTION NO. Z-1238-11-21

WHEREAS a petition filed by Jill Bottrell requesting a Special Use Permit for a pet boarding and grooming business in (A-1) Agricultural Zoning. The property is situated on 6.95 acres and is legally described as:

A part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 15 North, Range 1 East of the Third Principal Meridian, situated in Macon County, Illinois being more particularly described as:

Commencing at the Northeast corner of said Section 35, said point being an iron pin found per a Monument Record recorded as Document #1167924 in the Records of the Macon County Recorder's Office; thence South 01 degrees 02 minutes 01 seconds East along the East line of the Northeast Quarter of the Northeast Quarter of said Section 35.-535.04 feet to the Point of Beginning, said point being an iron pin with cap number 3367; thence continuing along said East line South 01 degrees 02 minutes 01 seconds East- 799.68 feet; thence South 89 Degrees 59 minutes 51 seconds West- 275.03 feet to an iron pin with cap number 3367; thence North 01 degrees 00 minutes 35 seconds West- 172.99 feet to an iron pin with cap number 3367; thence South 89 degrees 53 minutes 38 seconds West- 119.70 feet to an iron pin with cap number 3367; thence North 01 degrees 00 minutes 35 seconds West- 389.51 feet to an iron pin with cap number 3367; thence South 89 degrees 53 minutes 38 seconds West- 113.38 feet to an iron pin with cap number 3367; thence North 01 degrees 00 minutes 35 seconds West- 146.44 feet to an iron pin with cap number 3367; thence North 89 degrees 53 minutes 38 seconds East- 207.08 feet to an iron pin with cap number 3367; thence North 01 degrees 00 minutes 35 seconds West- 90.24 feet to an iron pin with cap number 3367; thence North 89 degrees 53 minutes 38 seconds East- 300.69 feet to the Point of Beginning containing 6.95 Acres more or less.

This property is commonly known as 9645 Boody Road, Macon, IL 62544
Pleasant View Township PIN 15-15-35-200-005.

WHEREAS, at the required public hearing on October 6, 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. The animal boarding facility be limited to 60 dogs and 12 cats.
3. Any retail sales be strictly limited to incidental pet items, only.
4. The sign be limited to 16 square feet per face.
5. Employees shall be limited to immediate family members living on the premises, plus no more than 4 outside employees working at the facility at any one time.
6. Normal hours of operation shall be limited to 8 A.M. to 5 P.M., seven (7) days per week.
7. This Special Use Permit shall be limited to 10 years and shall expire on November 13, 2031.

WHEREAS, on October 28, 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 pet boarding and grooming business 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 pet boarding and grooming business 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 November 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 S-01-10-21 A PETITION
REQUESTING A SPECIAL USE PERMIT
SUBMITTED BY STEPHEN & SHANNON COMER**

RESOLUTION NO. Z-1239-11-21

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

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

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

WHEREAS, at the required public hearing on October 6, 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. The Special Use Permit constitutes a license issued to the named petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. With the passing of the current family members residing in the secondary home, the second home will be removed off the property.
3. Special use permit is for a 2-year period. After that time, the permit may be renewed if approved. The Special Use Permit will expire on November 9, 2023.

WHEREAS, on October 28, 2021 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting a Special Use

Permit to allow a second residence on the property where a primary residence already exists in (R-4) Single Family Residential Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

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

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

PRESENTED, PASSED, and APPROVED this 10th day of November 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
REAPPOINTMENTS TO THE MACON COUNTY
RURAL TRANSIT ADVISORY GROUP
Tara Murray, Julie Walker, Becky Edwards, Emily Dobson**

RESOLUTION NO. G-5324-11-21

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

Tara Murray	Julie Walker	Becky Edwards	Emily Dobson
3741 Windsong Ct	2545 Millikin Pkwy	11 Montgomery Pl	625 N. Colfax
Decatur, IL 62521	Decatur, IL 62526	Decatur, IL 62522	Monticello, IL 61856

Terms Expire: November 30, 2023

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named individuals to the Macon County Rural Transit Advisory Group for two year terms set to expire November 30, 2023.

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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
REAPPOINTMENT TO THE MACON COUNTY
ETHICS COMMISSION**

- Ted Paine

RESOLUTION NO. G-5325-11-21

WHEREAS, it is the desire of the Board Chairman to reappoint the following individual to the Macon County Ethics Commission:

Ted Paine
2370 N. Summit Ave.
Decatur, IL 62526
Term Expires: 11/30/23

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby reappoints the above named individual to the Macon County Ethics Commission for a two year term set to expire 11/30/23.

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

PRESENTED, PASSED and APPROVED this 10th day of November, 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-5326-11-21

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 November, 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

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
11-21-001	1021011E	SAL	GINA S. MANSON	04-12-09-131-007	6,205.00	0.00	0.00	63.00	1,535.50	0.00	4,606.50
11-21-002	1021015E	SAL	JULIAN MATOS	04-12-09-333-029	4,175.00	0.00	0.00	63.00	1,028.00	0.00	3,084.00
11-21-003	1021023E	SAL	FATIMATA SECK	04-12-10-181-012	5,008.00	0.00	0.00	63.00	1,236.25	0.00	3,708.75
11-21-004	1021028E	SAL	FATIMATA SECK	04-12-10-214-015	963.33	0.00	0.00	63.00	450.00	0.00	450.33
11-21-005	1021029E	SAL	MARIE BLEUS-FRANCOIS	04-12-10-226-006	3,115.15	0.00	0.00	63.00	763.04	0.00	2,289.11
11-21-006	1021042E	SAL	MARIE BLEUS-FRANCOIS	04-12-10-279-024	1,051.23	0.00	0.00	63.00	450.00	0.00	538.23
11-21-007	1021070E	SAL	FATIMATA SECK	04-12-11-155-015	2,302.06	0.00	0.00	63.00	559.76	0.00	1,679.30
11-21-008	1021113E	SAL	GREGORY GRIFFIN	04-12-13-451-003	2,100.00	0.00	0.00	63.00	509.25	0.00	1,527.75
11-21-009	1021114E	SAL	GREGORY GRIFFIN	04-12-13-451-005	2,100.00	0.00	0.00	63.00	509.25	0.00	1,527.75
11-21-010	1021117E	SAL	TRACE WADE	04-12-14-257-009	10,001.00	0.00	0.00	63.00	2,484.50	0.00	7,453.50
11-21-011	1021145E	SAL	MICHAEL FRALEY	04-12-15-206-018	1,000.00	0.00	0.00	63.00	450.00	0.00	487.00
11-21-012	1021148E	SAL	FATIMATA SECK	04-12-15-307-010	5,108.00	0.00	0.00	63.00	1,261.25	0.00	3,783.75
11-21-013	1021156E	SAL	CREEHANNAH JOHNSON	04-12-16-479-025	5,250.00	0.00	0.00	63.00	1,296.75	0.00	3,890.25
11-21-014	1021157E	SAL	HENRIETTA HOLT-SHIRLEY	04-12-16-479-031	850.00	0.00	0.00	63.00	450.00	0.00	337.00
11-21-015	1021176E	SAL	KIONA GARMON	09-13-20-353-004	1,013.00	0.00	0.00	63.00	450.00	0.00	500.00
11-21-016	1021179E	SAL	CRAIG MOORE	13-05-36-100-008	10,111.11	0.00	0.00	63.00	2,512.03	0.00	7,536.08
11-21-017	201600347	REC	GRACIE FORD	04-12-11-155-028	2,985.00	113.00	0.00	63.00	786.33	0.00	2,022.67
11-21-018	201700385	SUR	STANLEY THAXTON	04-12-11-156-013	729.41	80.00	0.00	0.00	342.48	159.00	147.93
11-21-019	201700842	SUR	DANIELLE STEWART	04-12-14-453-013	4,039.00	80.00	0.00	0.00	1,290.55	159.64	2,508.81
Totals					\$68,106.29	\$273.00	\$0.00	\$1,071.00	\$18,364.94	\$318.64	\$48,078.71

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Committee Members

Clerk Fees
 Recorder/Sec of State Fees
 Total to County

\$273.00
 \$1,071.00
 \$49,422.71

**MACON COUNTY BOARD RESOLUTION
APPROVING APPROPRIATION OF FUNDS FOR
EQUIPMENT PURCHASES FOR CORONER**

RESOLUTION NO. G-5327-11-21

WHEREAS, the Coroner's office is in need of computer equipment to replace outdated current equipment; and

WHEREAS, this unforeseen circumstance has given rise to an emergency situation in that this equipment cannot be upgraded without amending of this budget: and

WHEREAS, surplus rent funds have been returned from the Decatur Public Building Commission to Macon County for the last few years, and it has been interpreted that these funds, under the Public Building Commission Act, 50 ILCS 20/1 et seq (PBC Act) may be used to furnish and equip buildings, improvements, and other facilities used for the conduct of the functions of government and maintain and operate them; and

WHEREAS, the Justice Committee considered this resolution on October 28, 2021 and the Finance Committee on November 1, 2021 recommending approval to the County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve the purchase of IT equipment in an amount not to exceed \$4,500 for the Macon County Coroner's Office to be paid out of the Decatur Public Building Commission Lease Fund as follows:

Expenditure Line 042-000-9040-000 Equipment \$ 4,500

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

PRESENTED, PASSED, and APPROVED this 10th day of November, 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
ENTERING INTO AN AGREEMENT WITH
PEORIA COUNTY FOR THE SALE OF
JUVENILE DETENTION BED SPACE**

RESOLUTION NO. G -5328-11-21

WHEREAS, Macon County Probation and Court Services Department has currently had an intergovernmental agreement with Peoria County for the sale of five (5) reserved juvenile detention bed spaces, in exchange for a financial payment for the past year; and

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

WHEREAS, the proposed Intergovernmental agreement was discussed by the Macon County Justice Committee on October 28, 2021 and recommended for approval to the Macon County Finance Committee; and

WHEREAS, the proposed Intergovernmental Agreement was discussed by the Macon County Finance Committee on November 2, 2021 and recommended for approval by the full Board, and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby authorizes the Board Chairman and Director of Court Services to enter into the attached Intergovernmental Agreement for the Sale of Secured Bed Space in the Peoria County Juvenile Detention Center pursuant to the attached agreement for a term of January 1, 2022, to December 31, 2022.

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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 AGREEMENT FOR SALE OF SECURED BED
SPACE IN THE PEORIA COUNTY JUVENILE CENTER**

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

Whereas, the Home County desires to obtain reserved bed space in the Peoria County Juvenile Detention Center (hereinafter referred to as “the Center”) in exchange for a financial payment; and

Whereas, the Host County will guarantee bed space to the Home County according to the terms of this agreement; and

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

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

1. In exchange for financial and other consideration listed below, the Home County expressly states its desire and commitment to contract with the Host County for the use of five (5) guaranteed detention beds for a period of 365 days each contract year beginning on January 1, 2022. The Home County expressly states its commitment to renew the terms of this contract for an additional THREE (3) YEARS beyond the initial contract period stated above according to the terms, conditions, and consideration contained in this Intergovernmental Agreement. Contract years shall run consecutively without break or interruption. At the end of this term or any future term, if both parties mutually agree, this contract may be extended for an additional year, pursuant to the provisions of paragraph 4 below. Guaranteed bed space must be used within the period of each contract year. Bed days will not accumulate from one contract year to the next.

2. The Home County shall pay to the Host County the sum of **\$268,310.81** for the five (5) guaranteed beds for the year and for transportation costs as outlined in this contract. This sum represents five (5) guaranteed beds annual rented at a rate of \$147.02 per bed day; and transportation costs for one officer for a total of \$268,310.81. The Home County shall pay to the Host County the hourly wage or wages for the additional transports and or transport the require a second officer. Situations that require the assignment of a second transportation officer shall be mutually agreed upon in advance by both the Home County and the Host County (ex. gender of detainee transported, number of detainees transported at any one time, detainee determined to be high safety or flight risk by home county or host county, etc.). The Host County shall provide the Home County an invoice of the additional detainee transports on a monthly basis and the Home County shall pay the billed amount within 90 days of the invoice date.

3. The Home County shall pay the amounts due to Peoria County in equal quarterly payments, in advance, said payments will be due and payable for the quarters of the year beginning in January 1, April 1, July 1, and October 1 of the contract year.

4. If both the Home County and the Host County mutually agree to extending the contract for another 3 years, the daily charge for bed space each year shall be increased at a rate equal to the Consumer Price Index (i.e., CPI-U; U.S. City Average; all items; not seasonably adjusted) published by the United States Department of Labor. The change in payment shall be directly proportional to the percent change in the CPI Index between January of the current year and January of the preceding year. The change in payment shall not, however, increase more than 5% or less than 3% from the preceding contract year.

5. The Home County has the option to contract for additional detention beds as space is available during any contract year, provided that any payments due the Center are not delinquent. Additional detention beds space is dependent on the Host County's current population, availability of transportation services, and will be determined solely by the Host County. The cost for each additional bed shall billed at the same current contractual daily per denim rate. The Host County shall provide the Home County an invoice of the additional detention bed space on a monthly basis and the Home County shall pay the billed amount within 90 days of the invoice date.

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

6. The Host County shall provide transportation services: (a) between the Home County and the Center within three (3) hours after a detention determination has been made and the Host County has been notified; and (b) between the Host County and the Home County for scheduled Court appearances on Monday, Wednesday, and Friday at a set time, whenever reasonably possible, so long as such arrangements fall within statutory time constraints, consistent with the Host County's policies related to transportation. There may be times when transportation services are not available and/or be able to accommodate three (3) hour time period, due to unforeseen situations such as, but not limited to inclement weather, mechanical breakdowns, and emergency staffing situations.

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

7. The Host County agrees to provide the referred minor with shelter, supervision, routine medical care, and nutrition in accordance with the Illinois Department of Juvenile Justice (IDJJ) and Administrative Office of Illinois Courts (AOIC) standards and regulations for juvenile detention facilities.

8. The Host County shall provide non-emergency, routine medical care to juveniles detained in the Center. The Host County shall not, however, be financially liable or responsible for Home County juveniles who receive "non-routine" medical and/or dental treatment while detained in the Center. The Home County is responsible for guaranteeing payment of all costs associated with non-routine medical care. Non-routine medical care includes emergency room care, hospitalization, emergency medical transportation, emergency dental treatment, and all medical expenses including prescription medications, incurred by Home County's detainees while the juvenile is in the Center. The Home County shall pay the Host County a \$30 physical fee per detainee.

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

9. In the event that a juvenile detained by the Home County must be admitted to a Peoria area hospital or other local medical/mental treatment facility for a period that will exceed six hours, the Home County agrees to immediately petition the Court for an Order releasing the minor into the custody of the minor's parent or legal guardian, or make arrangements to provide qualified juvenile staff from the Home County to supervise the minor, or reimburse the Host County for all personnel costs necessary to provide additional juvenile staff to supervise the minor, if requested to do so by the Home County.

The agreed upon cost for the Host County to supervise the Home County juveniles who have been admitted to a Peoria hospital or other local medical treatment facility for a period that will exceed six hours, is the \$37 per hour per officer.

10. When a Home County's juvenile causes property damage or physical injury to another person while detained at the Center, the Host County agrees to initially seek compensation for any and all costs arising out of those damages from the juvenile's legally "responsible party" (i.e., parents, medical insurance company, legal custodian, State of Illinois, or Medicaid) prior to seeking remuneration from the Home County. The Home County will assume financial responsibility only in the event said juvenile has no insurance coverage or ability to pay, or in the event that a balance exists after a payment by others.

11. The Home County agrees to save and hold harmless, indemnify and defend the Host County, its employees, officers and agents from all responsibility, claims, damages, or lawsuits for latent injuries or illness that its detainee may be harboring at the time of entering the Center, excluding any wanton and willful misconduct of the Host County, its employees, officers and agents.

12. The Home County agrees to use a detention screening **instrument approved** by the Probation Division, Administrative Office of the Illinois Courts to determine the appropriateness of secure detention. The parties recognize that the use of secure detention for minors charged with status offenses (e.g., truancy, runaway situations, and illegal consumption of alcohol) is inappropriate and inconsistent with State and Federal guidelines. The parties agree that status offenders will not be ordered into secure detention. All minors must be an adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or in violation of a Court Order for Probation. This includes youth on warrants and/or charged with contempt of court when the original offense is a status offense.

13. The Host County has tendered a Certificate of Liability Insurance which has been accepted by the Home County. Liability of the Host County arising out of the services provided in this contract is expressly limited to any amounts payable from that insurance. The Home County shall be provided with thirty (30) days prior notice, in writing, of any Notice of Cancellation or material change of said insurance coverage.

14. The parties to this contract acknowledge that this contract is binding and enforceable on both parties that the Host County is obligated to provide guaranteed bed space in the quantities agreed to and that the Home County is obligated to pay for those services according to the charges, terms and conditions outlined above. The parties may declare this contract null and void for good cause based upon gross negligence, criminal misconduct or failure to abide by the terms and conditions of the contract on the part of either party. The parties may also declare this contract null and void where the substantial performance of the contract has been altered by unforeseen, accidental or events beyond the control of the parties.

15. Should the Home County repudiate this contract for any reason other than as provided in paragraph 14 above, the Home County shall pay to the Host County the costs for each contracted bed and for the number of bed days that had not been prepaid, according to the contract rate specified in this agreement with the Center, and in addition, the Home County shall pay to the Host County a penalty equal to SIXTY (60) DAYS at the contract rate for contract year in force at the time of the repudiation of this contract. The Host County shall also be entitled to any legal or attorney fees necessary to enforce the Host County's rights under the provisions of this paragraph of the contract.

16. The Center and the Home County agree to provide a contact person available on a twenty-four-hour basis. The Center's contact person shall be identified as the Assistant Superintendent or Superintendent and can be contacted at the Center at the following telephone exchange (309) 634-4201. The Host County has a member of management present or on call 24 hours a day 365-day year. The Home County's contact person shall be identified as the Director and can be contacted at the following exchange (217) 424-1444 during regular business hours. After normal business hours, the Home County's on-call contact person can be contacted via the Macon County Sheriff's Office at the following exchange (217) 424-1321.

17. Nothing in this agreement shall be construed to create a relationship of employer/employee or principal and agent between the parties hereto. In the performance of this agreement, the Center, its employees and agents shall act as and shall be deemed at all times to be independent contractor of the Home County.

18. This document constitutes the entire agreement of the parties and suspends all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. This agreement and all the provisions hereof are intended to be whole and entire, no provision or any part thereof is to be severable.

19. The rights and duties under this agreement may not be assigned or transferred without the prior written permission of the other party.

_____ County of Peoria	_____ Title	_____ Date
_____ County of Peoria	_____ Title	_____ Date
_____ County of Macon	_____ Title	_____ Date
_____ County of Macon	_____ Title	_____ Date

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

RESOLUTION NO. G-5329-11-21

WHEREAS, Macon County Probation and Court Services Department currently has an intergovernmental agreement with Peoria County for the sale of five (5) reserved juvenile detention bed spaces; and

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

WHEREAS, the proposed Intergovernmental agreement was discussed by the Macon County Justice Committee on October 28, 2021 and recommended for approval to the Macon County Finance Committee; and

WHEREAS, the proposed Intergovernmental Agreement was discussed by the Macon County Finance Committee on November 1, 2021 and recommended for approval by the full Board, and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby authorizes the Director of Probation and Court Services to enter into the attached Intergovernmental Agreement for the Sale of Secured Bed Space in the Champaign County Juvenile Detention Center pursuant to the attached agreement.

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

PRESENTED, PASSED, APPROVED this 10th day of November 10, 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

CHAMPAIGN COUNTY PROBATION AND COURT SERVICES

Michael B. Williams
Director

Probation Services
Courthouse – Third Floor
101 E. Main Street
Urbana, IL 61801
Phone: (217) 384-3753
Fax: (217) 384-1264

Detention Services
400 S. Art Bartell Road
Urbana, IL 61802
Phone: (217) 384-3780
Fax: (217) 384-8617

September 21, 2021

Mr. Patrick Berter
Director
Macon County Probation & Court Services Department
333 S. Franklin Street
Franklin, IL 62523

Dear Pat:

The Champaign County Probation and Court Services Department is offering bed space at the Champaign County Juvenile Detention Center to other counties in the Sixth Judicial Circuit on an "as available" basis in accordance with the following terms. If these terms are acceptable to Macon County, please sign and date this letter and return it to me at the address above.

1. Other than as stated, nothing herein shall be construed as creating a contract between Champaign County and Macon County for bed space at the Champaign County Juvenile Detention Center.
2. Effective November 1, 2021, the cost for each bed is \$125.00 per day, payable monthly upon invoice.
3. Only offenders under eighteen (18) years of age adjudicated delinquent in accordance with the provisions of the *Illinois Compiled Statutes*, Chapter 705, Section 405/5 et seq., or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt will be accepted. No minor subject to the provisions of *ILCS* Chapter 705, Articles II, III or IV will be detained. Status offenders will not be accepted under any circumstances.
4. Macon County must notify the Champaign County Juvenile Detention Center in advance to obtain approval for a minor's admission to the Center. Champaign County reserves the right to decline any and all referrals for admission.
5. Macon County agrees to use Champaign County's Detention Intake Screening Instrument (copy attached) or the screening instrument approved by the Administrative Office of the Illinois Courts, Probation Division, to determine the appropriateness of secure detention. Macon County further agrees to provide to Champaign County an offense report form detailing the offense resulting in the request for admission.
6. Macon County agrees to provide to Champaign County a completed Out of County Information/Detention Form (copy attached) signed by an authorized Macon County Probation Officer for any minor admitted to the Champaign County Juvenile Detention Center.

7. Once a Court order has been signed ordering a minor into detention, it is the responsibility of Macon County to provide Champaign County with a copy of the Court order together with social history reports and information, psychological and psychiatric evaluations and information, medical history including list of current medications, and any other information which will assist with the safety and supervision of the minor. Any intentional or unintentional withholding of such information may necessitate the immediate removal of the minor from the Champaign County Juvenile Detention Center by Macon County.
8. If at any time, Macon County elects not to pursue charges or the Court finds there is no urgent and immediate necessity to detain, Macon County must remove the minor from the Champaign County Juvenile Detention Center within 6 hours.
9. When admissions of Champaign County minors result in overcrowding, minor(s) from Macon County will be released to Macon County. In that event, Macon County must remove the minor(s) from the Champaign County Juvenile Detention Center within 6 hours.
10. Should the Superintendent of the Champaign County Juvenile Detention Center, or his designee, determine that one or minors being housed for Macon County require removal, Champaign County will contact Macon County requesting removal. In that event, Macon County must remove the minor(s) from the Champaign County Juvenile Detention Center within 36 hours.
11. Macon County will provide transportation services for all Macon County minors detained at the Champaign County Juvenile Detention Center and will pay all costs associated with transportation of said minors.
12. Champaign County will provide minors with shelter, supervision, nutrition, and programming services in accordance with Illinois Department of Juvenile Justice standards and regulations for juvenile detention facilities.
13. Champaign County will provide non-emergency, routine medical care via services available at the Juvenile Detention Center to Macon County minors detained at the Center.
14. Champaign County will not, however, be financially liable or responsible for Macon County minors who receive "non-routine" medical and/or dental treatment while detained at the Champaign County Juvenile Detention Center. Macon County is responsible for guaranteeing payment of all costs associated with non-routine medical care. Non-routine medical care includes, but is not limited to, emergency room care, hospitalization, emergency medical transportation, emergency dental treatment, and all medical expenses, including prescription medications. Champaign County will direct all treating entities to bill directly the legally "responsible party" (i.e., parent, guardian, legal custodian, medical insurance company, or Medicaid) prior to seeking remuneration from Macon County. An exception to this provision will be made when a minor detained on behalf of Macon County requires prescription medication. In those cases, Macon County may be billed directly. Otherwise, Macon County will assume all financial responsibility in the event said minor has no medical coverage or ability to pay, or if a balance remains after payment by others.

15. In the event of a medical or mental health emergency involving a Macon County minor housed at the Champaign County Juvenile Detention Center, Champaign County will deliver the minor to an appropriate hospital/emergency room facility. Champaign County will immediately notify Macon County of the minor's medical situation. Macon County is responsible for notifying the minor's parent(s) or guardian(s). Macon County is responsible for the costs of the minor's medical treatment and/or hospitalization. If the minor is admitted for hospitalization or is receiving treatment in an emergency room for more than six (6) hours, this will constitute an automatic release from the Champaign County Juvenile Detention Center. Champaign County will make no provisions for guarding minors outside of the Juvenile Detention Center for extended periods. Champaign County will provide security at the hospital/emergency room for a maximum of six (6) hours from the time that Macon County is notified of the minor's admission to the hospital/emergency room. After six (6) hours, security will be provided by Macon County.
16. When a minor detained for Macon County causes property damage or physical injury to another person while detained at the Champaign County Juvenile Detention Center, Macon County agrees to seek compensation for all costs arising out of those damages from the minor's legally "responsible party" (i.e., parent, guardian, legal custodian, medical insurance company, State of Illinois, or Medicaid). Macon County will assume financial responsibility only in the event said juvenile has no insurance coverage or ability to pay, or if a balance remains after payment by others.
17. A consent to medical treatment signed by the minor's parent(s) or guardian(s) will be required for admission of Court-ordered detainees. Signed parent/guardian consent forms will be provided by Macon County within 36 hours on all detainees.
18. Macon County agrees to save and hold harmless, indemnify, and defend Champaign County, its employees, officers and agents from all responsibility, claims, damages, or lawsuits for latent injuries or illness that its minor detainee may be harboring at the time of entering the Champaign County Juvenile Detention Center, excluding any wanton and willful misconduct of Champaign County, its employees, officers and agents.
19. Champaign County and Macon County each agree to provide a contact person available on a 24-hour basis. Champaign County's contact person is the Superintendent or an Assistant Superintendent and can be contacted at (217) 384-3780. Macon County's contact person is: PAT BERTER, Director (name and title) and can be contacted during regular business hours at (217) 855-2940. After regular business hours, Macon County's on-call contact person, PAT BERTER, Director (name and title), can be contacted at (217) 855-2940.
20. Macon County agrees to hold harmless, indemnify, and defend Champaign County, the Champaign County Probation and Court Services Department, and the Champaign County Juvenile Detention Center from and against any and all liability arising out of the performance of all obligations under this agreement by Macon County or any of its units, divisions, departments, or agencies or any other party or parties or entity or entities of Champaign County, the Champaign County Probation and Court Services Department, and the Champaign County Juvenile Detention Center.
21. Nothing herein shall be construed to create a relationship of employer/employee or principal and agent between Champaign County and Macon County.

22. This agreement shall continue in effect upon mutual agreement of the parties and may be terminated at any time upon mutual agreement of the parties. If either Macon County or Champaign County desires to terminate the agreement, the party desiring termination shall provide written notification at least thirty (30) days prior to the termination date.

APPROVED:

For Macon County:

Signed: Paul J. Barte

Printed Name: Patrick J. BERTER

Title: Director

Date: 9/21/2021

For Champaign County:

Signed: Michael B. Williams

Printed Name: Michael B. Williams

Title: Director, Champaign County Probation & Court Services

Date: September 21, 2021

**MACON COUNTY BOARD RESOLUTION
APPROVING A DECREASE IN THE
COUNTY LAW LIBRARY FEE**

RESOLUTION NO. G- 5330-11-21

WHEREAS, 55 ILCS 5/5-39001 authorizes the County Board to establish and maintain a county law library which the Macon County Board has maintained for many years; and

WHEREAS, said Section 5-39001 provides that in counties where a county law library is maintained, the County Board may authorize a fee to be collected by the Circuit Clerk to defray that expense; and

WHEREAS, the current law library fee of Twenty-one Dollars (\$21.00) is collected by the Circuit Clerk upon the filing of each civil case; and

WHEREAS, said Section 5-39001 provides that the fee may be set at an amount not exceeding Twenty Dollars (\$20.00) for the year 2022 and thereafter; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it approves a decrease in the county law library fee to Twenty-One Dollars (\$20.00) to be collected by the Circuit Clerk upon the filing of each civil case, all pursuant to said statute.

BE IT FURTHER RESOLVED that this resolution shall become effective 01-01-22 thereof.

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

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin R. Greenfield, Chairman
Macon County Board

(55 ILCS 5/Div. 5-39 heading)
Division 5-39. County
Law Libraries

(55 ILCS 5/5-39001) (from Ch. 34, par. 5-39001)

Sec. 5-39001. Establishment and use; fee. The county board of any county may establish and maintain a county law library, to be located in any county building or privately or publicly owned building at the county seat of government. The term "county building" includes premises leased by the county from a public building commission created under the Public Building Commission Act. After August 2, 1976, the county board of any county may establish and maintain a county law library at the county seat of government and, in addition, branch law libraries in other locations within that county as the county board deems necessary.

The facilities of those libraries shall be freely available to all licensed Illinois attorneys, judges, other public officers of the county, and all members of the public, whenever the court house is open, and may include self-help centers and other legal assistance programs for the public as part of the services it provides on-site and online.

The expense of establishing and maintaining those libraries shall be borne by the county. To defray that expense, including the expense of any attendant self-help centers and legal assistance programs, in any county having established a county law library or libraries, the clerk of all trial courts located at the county seat of government shall charge and collect a county law library fee of \$2, and the county board may authorize a county law library fee of not to exceed \$21 through December 31, 2021 and \$20 on and after January 1, 2022, to be charged and collected by the clerks of all trial courts located in the county. The fee shall be paid at the time of filing the first pleading, paper, or other appearance filed by each party in all civil cases, but no additional fee shall be required if more than one party is represented in a single pleading, paper, or other appearance.

Each clerk shall commence those charges and collections upon receipt of written notice from the chairman of the county board that the board has acted under this Division to establish and maintain a law library.

The fees shall be in addition to all other fees and charges of the clerks, assessable as costs, remitted by the clerks monthly to the county treasurer, and retained by the county treasurer in a special fund designated as the County Law Library Fund. Except as otherwise provided in this paragraph, disbursements from the fund shall be by the county treasurer, on order of a majority of the resident circuit judges of the circuit court of the county. In any county with more than 2,000,000 inhabitants, the county board shall order disbursements from the fund and the presiding officer of the county board, with the advice and consent of the county board, may appoint a library committee of not less than 9 members, who, by majority vote, may recommend to the county board as to disbursements of the fund and the operation of the library. In single county circuits with 2,000,000 or fewer inhabitants, disbursements from the County Law Library Fund shall be made by the county treasurer on the order of the chief judge of the circuit court of the county. In those single county circuits, the number of personnel necessary to operate and maintain the

county law library shall be set by and those personnel shall be appointed by the chief judge. The county law library personnel shall serve at the pleasure of the appointing authority. The salaries of those personnel shall be fixed by the county board of the county. Orders shall be pre-audited, funds shall be audited by the county auditor, and a report of the orders and funds shall be rendered to the county board and to the judges.

Fees shall not be charged in any criminal or quasi-criminal case, in any matter coming to the clerk on change of venue, or in any proceeding to review the decision of any administrative officer, agency, or body.

No moneys distributed from the County Law Library Fund may be directly or indirectly used for lobbying activities, as defined in Section 2 of the Lobbyist Registration Act or as defined in any ordinance or resolution of a municipality, county, or other unit of local government in Illinois.
(Source: P.A. 98-351, eff. 8-15-13; 99-859, eff. 8-19-16.)

**MACON COUNTY BOARD RESOLUTION
APPROVING TRUEBLUE SERVICE AGREEMENT
*Helmer Scientific***

RESOLUTION NO. G-5331-11-21

WHEREAS, the Macon County Health Department has just received notification of the need to regularly service newly-purchased vaccination freezers to ensure efficiency of operation, and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised, and equipment may not be serviced/maintained correctly which could lead to lack of functioning of necessary equipment; and

WHEREAS, the purpose of this multi-year contract is to lock in lower prices for the upcoming five (5) years, and

WHEREAS, the services provided by Helmer Scientific would include the following: one (1) onsite preventative maintenance service visit and a Certificate of Calibration for each piece of equipment per rolling twelve (12) month period; TrueBlue Service Agreement for equipment as extensively listed in the contract; TrueBlue Agreement procedures; Special tasks agreed upon by both parties; and payment terms and hours are set by contract with annual pricing increases limited to 5%; and

WHEREAS, this contract was discussed and approved by the Macon County Board of Health on October 19, 2021, the Macon County EEHW committee discussed and approved on October 28, 2021, and the Finance Committee discussed and recommended approval of this contract on November 1, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting, that it hereby approves the TrueBlue Service Agreement with Helmer Scientific:

PRESENTED, PASSED, APPROVED this 4th day of November, 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

TRUEBLUE SERVICE AGREEMENT

Agreement between Helmer Scientific, 14400 Bergen Blvd. Noblesville, IN 46060 (“Helmer”) and Macon County Health Department / County of Macon, Illinois (“Customer”)

Proposal:

Helmer Scientific agrees to provide TrueBlue Services in accordance with the terms and conditions hereinafter provided.

In consideration of the matters described above and of the obligations and covenants set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Helmer (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The customer hereby agrees to engage Helmer to provide the Customer with services (the “Services”) consisting of:
 - TrueBlue Service Agreement for equipment as stated on Exhibit A.
 - TrueBlue Service Agreement procedures as stated on Exhibit B.
 - Special tasks which the Parties may agree on as stated on Exhibit C.
 - Payment Terms and Hours listed on Exhibit D.
 - Asset Addition Form as stated on Exhibit E.

Term of Agreement

2. This Agreement shall commence on the date of the last signature on this Agreement (the “Effective Date”) and shall have an initial term of five (5) years. Thereafter, this Agreement shall be automatically extended for additional successive one (1) year periods unless either party provides notice of termination at least thirty (30) days prior to the end of the initial term or any renewal term.

Payment Terms

3. Full payment is due within thirty (30) days after receipt of invoice by Customer. TrueBlue Preventative Maintenance costs shall be invoiced according to terms stated on Exhibit D.

Return of Property

4. Upon the expiry or termination of this Agreement, Helmer will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer. The Customer will return to Helmer any property, documentation, records, or confidential information which is the property of Helmer

Independent Contractor

5. In providing the Services under this Agreement it is expressly agreed that Helmer is acting as an independent contractor and not as an employee. Helmer and the Customer acknowledge that this Agreement does not constitute a joint venture between them and is a contract for service.

Notices

6. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement by a recognized courier as follows:

- a. Helmer Scientific
14400 Bergen Blvd
Noblesville, IN 46060
Email: scoordinator@helmerinc.com
Fax: (317) 773-9082
- b. Macon County Health Department
1221 E Condit Street
Decatur, IL 62521

Or to such other address as either Party may notify the other in writing. Such notice shall be effective five (5) business days after delivery of the notice by the recognized courier.

Modification of Agreement

7. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall only be binding if confirmed in writing and signed by an authorized representative of each Party. Equipment may only be added to the Agreement by submission of an Asset Addition Form as stated on Exhibit E.

Assignment

8. Neither party will assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld, conditioned or delayed; provided that Helmer Scientific may subcontract this Agreement or assign this Agreement to its affiliates without customers consent so long as Helmer Scientific remains liable for performance hereunder.

Termination

9. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement, and such breach is incapable of cure; or such breach is capable of cure but remains uncured thirty (30) days after the non-breaching party gives written notice thereof.
10. In the event of termination, all payment obligations outstanding under this Agreement shall survive.
11. Either party may terminate this Agreement immediately upon written notice of not less than 90 days without cause. In such event, each party is responsible for all obligations arising from this Agreement through the effective date of the termination.

Entire Agreement

12. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Attorney Fees

13. ~~The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorney fees.~~

Inurement

14. Except as otherwise stated herein, this Agreement shall be binding upon and inure to the benefit of the duly authorized successors, assigns, executors and administrators of each party.

Governing Law

15. This Agreement and all of its terms and conditions shall be governed and interpreted pursuant to the laws of the State of ~~Indiana~~ Illinois, United States of America. Venue shall reside in the Circuit Court of Macon County, Illinois, or the United States District Court for the Central District of Illinois.

Severance; Section Headings

16. If any non-material terms and conditions of this Agreement is declared invalid by any court of competent jurisdiction or a government agency having jurisdiction, such declaration shall not affect the remainder of the other sections and each shall remain in full force and effect. The heading of the sections Agreement is inserted for convenience only and shall not control or affect the meaning or construction of any provision.

Indemnification of Helmer

17. ~~The Customer~~ Each party shall indemnify and hold harmless the other party, its parent, subsidiaries, employees, agents, or assigns from any and all demands, claims, actions, suits and proceedings which may at any time be brought against ~~Helmer~~ a party as a result of the ~~Customer~~ the other party's debts liabilities, ownership, operation, conduct, promotion, marketing, omission or breach of this Agreement.

Service Commitments; Limitation of Liability

18. Helmer will provide the Services in a good and workmanlike fashion consistent with industry standards. However, Helmer cannot guarantee its services will prevent problems or issues with the equipment. IN ADDITION, HELMER WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, IN EACH CASE EXCEPT TO THE EXTENT PAID TO A THIRD PARTY. HELMER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN BREACH OF CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE REPLACEMENT COST OF THE SPECIFIC EQUIPMENT WHICH FAILS.

IN WITNESS WHEREOF, the authorized representatives of each party have executed this Agreement as of the date first written below.

Macon County Health Department:

Signature

Printed Name

Title

Date

HELMER SCIENTIFIC:

Signature

Printed Name

Title

Date

The County of Macon, Illinois

Signature

Printed Name

Title

Date

Exhibit A

Asset List

IUF118 FRZ ULT LS 18CF UPR PRM	2089639
HLF120 FRZ LAB HSR 20CF	2087886
HLR125-GX REF LAB HSR 25CF	2087774
HPR125-GX REF PHARMACY HSR 25CF	2087714
HPR125-GX REF PHARMACY HSR 25CF	2087712
HPR125-GX REF PHARMACY HSR 25CF	2087711
HPR125-GX REF PHARMACY HSR 25CF	2087710

Exhibit B
TrueBlue Preventative Maintenance
Refrigerators and Freezers

- Inspect all wiring.
- Inspect door alignment, hinges, latch.
- Inspect all door gaskets for separation, cracks, and tears.
 - Clean as necessary.
- Inspect compressor wiring, capacitors, insulation.
 - Record running amperage and ensure within specification.
- Inspect wiring, light switch operation.
 - Verify lights are in working order.
- Inspect condenser grill for dust/lint buildup.
 - Clean grill as needed.
- Inspect condenser fan operation.
- Inspect evaporator for obstructions.
- Inspect evaporator fan operation.
- Inspect and verify proper defrost functionality.
 - Adjust defrost cycles as necessary.
- Inspect all probe bottle fluid level(s) and fill as needed.
- Inspect and verify chart recorder for proper operation.
- Inspect and Calibrate upper chamber probe temperature (if applicable).
- Inspect and Calibrate lower chamber probe temperature (if applicable).
- Provide customer with ISO17025 calibration certificate.
- Perform high temperature alarm test (if applicable).
- Perform low temperature alarm test (if applicable).
- Inspect condenser temperature alarm setpoint (if applicable).
- Inspect door alarm for proper functionality (if applicable).
- Inspect power failure alarm for proper functionality (if applicable).
- Inspect battery for corrosion.
 - Verify voltage.
- Inspect placement of stored product to ensure air flow is not restricted.
 - Educate staff as necessary on best practices for product placement.
- Inspect placement of equipment.
 - Verify no outside influence affect functionality.
- Provide Estimate on site for any recommended additional maintenance to be performed.
 - This decreases the probability of future failure and reduces additional service visits.

Exhibit C

Special Instructions

Helmer shall provide one (1) onsite preventative maintenance service visit and a Certificate of Calibration (where applicable) for each piece of equipment listed in Exhibit A per each rolling twelve (12) month period.

72-hour onsite response time for dispatch as determined by call to Helmer technical support team during normal business hours: Monday through Friday, 8:00 am to 5:00 pm EST.

Unlimited phone support during normal business hours Mon-Friday 8:00 am to 8:00 pm EST

Exhibit D

Payment Terms and Hours

- **On Site Preventative Maintenance**
 - **Refrigerators & Freezers per unit/visit** **\$342**

- **Other Services (as needed)**
 - **Labor Rate per hour** **\$200**
 - **Extended hours Labor Rate per hour** **\$337**
 - **Travel Rate per hour** **\$200**
 - **Parts Discount** **20%**

There will be a surcharge on travel and labor rates for services performed outside of normal working hours of 8:00 AM to 5:00 PM, Monday through Friday.

Upon execution of this agreement The Customer will provide a Purchase Order that Helmer will reference on invoices.

Helmer will invoice the Customer for approved other services rendered following performance of the services. The Customer will provide a purchase order that Helmer will reference on invoices.

Annual pricing increases will be limited to 5%.

**MACON COUNTY BOARD RESOLUTION
 APPROVING A BUDGET AMENDMENT FOR
 WORKFORCE INVESTMENT SOLUTIONS FY'21 BUDGET –
 Youth Career Pathways Grant**

RESOLUTION NO. G-5332-11-21

WHEREAS, the Operations, Personnel and Legislative Committee met on October 25, 2021 and the Finance Committee met on November 1, 2021 and were presented with a request to amend the Workforce Investment Solutions budget for FY'21; and

WHEREAS, Workforce Investment Solutions has received a grant in the amount of \$250,000 from the Illinois Department of Employment Security for a Youth Career Pathways Grant for the period of October 1, 2021 – June 30, 2022; and

WHEREAS, this grant is included in Workforce Investment Solutions Department 075 and assigned Grant ID 984 and Project ID 98421; and

WHEREAS, an emergency exists whereby if the budget is not amended, valuable grant funds will be lost.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves amending the Workforce Investment Solutions FY21 Budget as follows:

Increased Revenue:	075-984-4500-000-984-98421	\$250,000
Increased Expenses:	075-984-5001-000-98421	\$ 3,447.00 (Director Wages)
	075-984-5040-000-98421	\$ 7,986.00 (Fiscal/Monitor Wages)
	075-984-5597-000-98421	\$ 9,750.00 (Career Planner Wage)
	075-984-6010-000-98421	\$ 4,291.58 (Health Ins)
	075-984-6011-000-98421	\$ 409.36 (Soc. Sec.)
	075-984-6012-000-98421	\$ 580.06 (IMRF)
	075-984-7570-000-98421	\$ 1,008.00 (Payroll Processing)
	075-984-7410-000-98421	\$ 150,840.00 (Contractural)
	075-984-7552-000-98421	\$ 35,208.00 (OSY Stipend)
	075-984-7553-000-98421	\$ 18,480.00 (OSY Work Exp)
	075-984-7540-000-98421	\$ 18,000.00 (Support Services)

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 November, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
 MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

 Kevin Greenfield, Chairman
 Macon County Board

**MACON COUNTY BOARD RESOLUTION
AMENDING HOLIDAYS FOR 2021 TO COINCIDE
WITH CIRCUIT COURT'S HOLIDAY SCHEDULE**

RESOLUTION NO. G-5333-11-21

WHEREAS, as discussed in negotiation meetings and agreed to, the County will be following 2021 holidays as set by the Circuit Court; and

WHEREAS, the Circuit Court will be adjourning at noon on December 23, 2021 and December 30, 2021 in recognition of Christmas and New Year's.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the closing of county offices in recognition of Christmas and New Year's at noon on December 23, 2021 and December 30, 2021 to coincide with the Circuit Court's holiday schedule.

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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

IN THE CIRCUIT COURT OF ILLINOIS
SIXTH JUDICIAL CIRCUIT

MACON COUNTY
GENERAL ORDER NO. 2021-1

SUBJECT: **Christmas Adjournment.**

In recognition of the custom of the Circuit Court of Macon County, all court proceedings will adjourn at 12:00 noon on December 23, 2021 and resume at 8:30 a.m. on December 27, 2021. Employees of the Circuit Court and the Court Services and Probation Department are relieved from their regular duties during the period of adjournment.

ENTER:



Macon County Presiding Judge



Date

IN THE CIRCUIT COURT OF ILLINOIS
SIXTH JUDICIAL CIRCUIT

MACON COUNTY
GENERAL ORDER NO. 2021-2

SUBJECT: New Year's Adjournment.

In recognition of the custom of the Circuit Court of Macon County, all court proceedings will adjourn at 12:00 noon on December 30, 2021 and resume at 8:30 a.m. on January 3, 2022. Employees of the Circuit Court and the Court Services and Probation Department are relieved from their regular duties during the period of adjournment.

ENTER:



Macon County Presiding Judge



Date

**MACON COUNTY BOARD RESOLUTION
APPROVING THE HOLIDAYS FOR 2022**

RESOLUTION NO. G-5334-11-21

WHEREAS, the Operations & Personnel Committee (O&P) met on October 25, 2021 and discussed the holidays for the 2022 year; and

WHEREAS, the Committee has approved the following dates to be observed as Holidays for Macon County for 2022:

Friday	New Year's Day (Observed)	December 31, 2021
Monday	Martin Luther King Jr. Day	January 17
Friday	Lincoln's Birthday (Observed)	February 11
Monday	Washington's Birthday (Observed)	February 21
Friday	Good Friday	April 15
Monday	Memorial Day	May 30
Monday	Juneteenth Independence Day (Observed)	June 20
Monday	Independence Day	July 4
Monday	Labor Day	September 5
Monday	Columbus Day (Observed)	October 10
Tuesday	Election Day	November 8
Friday	Veteran's Day	November 11
Thursday	Thanksgiving Day	November 24
Friday	Day Following Thanksgiving Day	November 25
Monday	Christmas Day(Observed)	December 26

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the forenamed Holidays are hereby approved as legal Holidays for Macon County, Illinois, for 2022, subject to negotiated contracts.

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

PRESENTED, PASSED and APPROVED this 10th day of November, 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

IN THE CIRCUIT COURT OF ILLINOIS
SIXTH JUDICIAL CIRCUIT

MACON COUNTY
ADMINISTRATIVE ORDER NO. 2021-8

SUBJECT: Year 2022 Holiday Calendar

IT IS HEREBY ORDERED that the Court holidays to be observed in Macon County
for year 2022 are as follows:

<u>MONTH</u>	<u>HOLIDAY</u>	<u>DAY</u>
December 31, 2021	New Year's Day (Obsvd.)	Friday
January 17	Martin Luther King Jr. Day	Monday
February 11	Lincoln's Birthday (Obsvd.)	Friday
February 21	Washington's Birthday (Obsvd.)	Monday
April 15	Good Friday	Friday
May 30	Memorial Day	Monday
June 20	Juneteenth Independence Day (Obsvd)	Monday
July 4	Independence Day	Monday
September 5	Labor Day	Monday
October 10	Columbus Day (Obsvd.)	Monday
November 8	Election Day	Tuesday
November 11	Veterans' Day	Friday
November 24	Thanksgiving Day	Thursday
November 25	Day Following Thanksgiving Day	Friday
December 26	Christmas Day (Obsvd.)	Monday

APPROVED: [Pursuant to Sixth Circuit Rule 1.3(b)]

7/28/21

Date

R. Lee B. Ross

Chief Judge, Sixth Judicial Circuit

9.20.21

ENTER:

Date

T.L.

Bl

Macon County Presiding Judge

**MACON COUNTY BOARD RESOLUTION
AUTHORIZING PLAN FOR PREMIUM PAY FOR
ESSENTIAL WORKERS UNDER THE AMERICAN RESCUE PLAN ACT
FOR THE CENTRAL ILLINOIS REGIONAL DISPATCH CENTER**

RESOLUTION NO. G-5335-11-21

WHEREAS, the United States Congress took action to provide financial assistance to the County of Macon and other governments across the United States to both mitigate the financial impacts of COVID as well as stimulate economic recovery; and

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 to provide funding to county governments, including Macon County, to help accomplish this goal; and

WHEREAS, the Macon County Board, on August 12, 2021, passed Resolution No. G-5302-08-21 authorizing an overview plan for use of the American Rescue Plan Act (ARPA) funds and;

WHEREAS, recovery funds may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency; and

WHEREAS, this premium pay may be provided retrospectively for work performed at any time since the start of the COVID-19 public health emergency; and

WHEREAS, the Central Illinois Regional Dispatch Center (CIRDC) provides emergency 911 services to all of Macon County, working through the COVID pandemic providing services 24 hours a day; and

WHEREAS, Macon County wishes to grant a portion of ARPA funds to the Central Illinois Regional Dispatch Center to recognize employees for work previously performed by providing full time employees a maximum of \$1500, and part-time employees a maximum \$750 for the same period, as determined by the CIRDC; and

WHEREAS, the total expenditure for this grant is estimated not to exceed \$30,000; and

WHEREAS, this matter was discussed by the Finance Committee on November 1, 2021 and recommended for approval by the Macon County Board;

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the plan for use of funds for premium pay as allowed in the American Rescue Plan Act; and

BE IT FURTHER RESOLVED that this resolution shall become effective upon

the adoption thereof.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
AUTHORIZING CONTRIBUTION TO PARTICIPATE WITH
THE CITY OF DECATUR TO SURVEY GAPS REGARDING
WORKFORCE TRAINING IN THE COMMUNITY**

RESOLUTION NO. G-5336-11-21

WHEREAS, Since the start of the Covid-19 pandemic, residents of all ages have been dislocated and disrupted, especially those in the service workforce. It is believed that there is a need to assist low-moderate income individuals with re-tooling their job skills to meet the demand for entry-level and managerial careers in Macon County and;

WHEREAS, A gap in the workforce preparedness system is that descriptions and reports regarding the profile of the population to be served in low-moderate income communities, as developed by public and/or academic labor research entities, overlook important “real-life” insight to the challenges low-moderate income neighborhoods and residents face in acquiring skills and gainful employment and;

WHEREAS, The objectives for this project include:

- 1) Develop a model for workforce training partners, community-based organizations, workforce development agencies and employers to coordinate, improve and enhance the workforce development system in Macon County
- 2) Improve the workforce development system that connects and supports low-moderate income and minority residents to gainful employment and careers by developing a comprehensive process-driven system that improves efficiency, organizational effectiveness, and outcomes
- 3) Introduce innovative workforce development tools and activities designed to meet the needs of Macon County
- 4) Assess the social services system and identify opportunities to collaborate with the workforce development partners
- 5) Identify and introduce a pilot training program that incorporates best practice operating procedures designed by a multi-organizational effort

WHEREAS, the United States Congress took action to provide financial assistance to the County of Macon and other governments across the United States to both mitigate the financial impacts of COVID as well as stimulate economic recovery; and

WHEREAS, Macon County has received funding through the American Rescue Plan Act (ARPA) to help accomplish this goal; and

WHEREAS, the Macon County Board, on August 12, 2021, passed Resolution No. G-5302-08-21 authorizing an overview plan for use of the American Rescue Plan Act (ARPA) funds and;

WHEREAS, recovery funds may be used by recipients to address negative economic impacts and provide assistance to unemployed workers; and

WHEREAS, the City of Decatur is working to address these needs and has requested the assistance of Macon County to participate in such a survey; and

WHEREAS, Macon County wishes to grant a portion of ARPA funds to the City of Decatur to assist with this project; and

WHEREAS, the total expenditure for this grant is estimated not to exceed \$25,000; and

WHEREAS, this matter was discussed by the Finance Committee on November 1, 2021 and recommended for approval by the Macon County Board;

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the plan for use of funds for a workforce training survey as allowed in the American Rescue Plan Act; and

BE IT FURTHER RESOLVED that the following budget line be created to provide for this expenditure:

007-000-7582 Municipal Grant \$25,000

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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 ACCEPTING
A ONE YEAR GENERAL LIABILITY AND PROPERTY INSURANCE PROPOSAL
THROUGH ARTHUR J GALLAGHER**

RESOLUTION NO. G- 5337- 11-21

WHEREAS, the “general liability and property” insurance coverage is at the center of the county’s insurance coverage program; and

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

WHEREAS, the “property” program includes property and inland marine scheduled equipment, and

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

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

WHEREAS, the total price for this package for the period from 12/1/2021 to 12/1/2022 will be \$1,077,418, which includes all but excess liability of the \$10 million layer, and

WHEREAS, the Finance Committee met on November 1, 2021 and discussed the attached proposal and agreed with the recommendation that the CIRMA proposal be accepted for the 12/1/21 – 12/1/22 coverage; and

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

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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

Counties of Illinois Risk Management Agency

Premiums/Fees Comparison: Expiring to Recommended Carriers

Macon County

Description	2020-2021 Premium 85% Funding	2021-2022 Premium 85% Funding
Property, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Automobile, Crime and Workers Compensation	\$441,939	\$510,754
Loss Fund	292,285	315,315
Excess Property	5,979	4,484
Boiler & Machinery	1,618	1,241
Excess Liability	94,880	114,285
Excess Crime	321	1,500
Claims Administration	5,096	5,811
Brokerage Fee	0	0
Excess Workers Compensation	0	0
CIRMA Fee	16,762	18,847
SLT & Fees	22,798	25,181
Totals	\$881,678	\$997,418

Exposure Summary

Description	2020-2021	2021-2022
Total Insurable Values	\$16,272,478	\$14,922,807
Population	14,009	103,998
Gross Operating Expenditures	\$69,999,070	\$74,856,123
Sheriff's		
Armed	90	131
Unarmed	73	10
Total	133	141
Vehicles	133	141
Payroll	\$23,876,304	\$23,735,392
Jails	1	1
Nursing Home	0	0

**MACON COUNTY BOARD RESOLUTION
APPROVING ONGOING SUPPORT AND LICENSE
SUBSCRIPTION FROM FIKE & FIKE, INC. FOR
PROPERTY TAX SOFTWARE**

RESOLUTION NO. G-5338-11-21

WHEREAS, the Finance Committee met November 1, 2021, and were presented with two contracts from Fike & Fike, Inc.;

WHEREAS, the first contract is for Annual Support and License Subscription for Property Tax Software; and

WHEREAS, the second contract is for Web-based Public Inquiry; and

WHEREAS, the attached agreements will be effective December 1, 2021 through November 30, 2026; and

WHEREAS, the annual cost of the first contract is \$49,379 which will be split between the offices of the County Clerk, Treasurer, and Supervisor of Assessments; and

WHEREAS, the annual cost of the second contract is \$4,158 which will be split between the offices of the Treasurer, and Supervisor of Assessments; and

WHEREAS, the Finance Committee agreed to the attached contracts in their entirety.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves both of the attached contracts from Fike & Fike, Inc..

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

PRESENTED, PASSED and APPROVED this 10th day of November, 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

Fike & Fike, Inc.

Property Tax Software

Annual Support and License Subscription

page 1
pricing, terms, and payment

Term of Contract

Fike and Fike, Inc. does not require long term commitments from our clients to obtain our services. We believe that market forces and client benefit should be the driving motive for any customer to continue doing business with our firm. We therefore offer support subscriptions for a single year, allowing flexibility, or for multiple years, allowing counties to lock-in pricing.

Price

The price is based on the size of the county (parcels & mobile homes) and term of contract.

5-year = .95 (per parcel/mh per year)

4-year = .96 (per parcel/mh per year)

3-year = .97 (per parcel/mh per year)

2-year = 1.00 (per parcel/mh per year)

1-year = 1.05 (per parcel/mh per year)

Volume Discount

Counties with over 35,000 parcels/mh receive a 30% discount on those parcels over 35,000.

Counties with over 60,000 parcels/mh receive an additional 20% discount on parcels over 60,000.

Payment

Single-year subscriptions require payment to be made by the 1st of the 12-month period for which services are to be rendered.

Multi-year subscriptions require annual payments to be made by the 1st of each of the 12-month periods.

Late Payments

Late payments will be allowed for appropriations issues, without penalty provided that the county/office notifies us in writing, by the original due date, of their intent to pay and an expected payment date. Without notice, as well as for other causes of late payment, a 1½ percent per month late payment fee will apply.

Billing

Billing can be invoiced to the county as a whole or divided into thirds and issued to each of the 3 individual offices including assessor, clerk, and treasurer.

Summary of Services

Below is a summary of the services that are provided for the fees stated above:

- property tax software
- full implementation including onsite installation & training
- unlimited 800 phone support
 - normal office hours M-F 8:00am - 4:30pm excluding holidays
 - for assistance needed for the normal operation and usage of the software
- training for any updates and new software provided

What is not covered

These services are not included in your licensing and support subscription:

- software customizations
- 3rd party software including operating systems, sql server, etc
- training of new or replacement staff, not due to software upgrades or modifications
- technical services desired for converting to another system
- reinstallation or data repair issues caused by hardware failure, repair, or replacement
- issues arising from infection from a computer virus or network security breach

Fike & Fike, Inc. is a Computer Software and Services firm that also offers various services at either fixed quote or hourly rates. Our hourly services are based on \$150 per hour and have discounts for larger projects, as well as minimum charges for smaller tasks. This could be used for services such as, but not limited to, hardware and networking services, internet connectivity, 3rd party software services, custom programming, website development, onsite supplemental staffing, and various prepackaged proprietary software. We would be happy to quote and provide any of these other services.

Fike & Fike, Inc.

Property Tax Software

Annual Support and License Subscription

page 2
licensing agreement for software

License of Software

- Fike & Fike, Inc. grants to the county a license to possess and use the property tax software, for the purpose of administering the county's property taxes. The software may be operated on any number of computers, within the county offices, for the exclusive purpose of administering that county's property taxes.
- The software and all copyright, patent, trade secret, and other intellectual and property rights therein are and remain the valuable property of F&F.
- License is nonexclusive, nontransferable, and non-assignable. County shall not have the right to sublicense the software in any manner.
- Term of the license is for the specific period for which fees have been paid by the county to Fike & Fike, Inc. Afterward the county will discontinue its use of the software except for archiving and historical reporting purposes only and no further data input or process will occur.

Additional Licensing Terms

- County agrees not to copy, nor allow to be copied, the software in any manner except as needed for normal use and backup.
- In the event this license is terminated, the county will discontinue its use of the software except for archiving and historical reporting purposes only. No further data input or process will occur.
- County is exclusively responsible for the supervision, management, and control of its use of the software.
- County agrees to take all reasonable precautions to hold in confidence the design and techniques of the software.
- County agrees to take all reasonable action with its employees and other persons permitted access to the software with respect to use, protection, and security of the software.

Warranty, Limitation of Liability, and Exclusive Remedy

The following warranties are in lieu of all warranties, express, implied, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fike & Fike, Inc. There are no warranties which extend beyond those stated herein.

- Fike & Fike, Inc. will provide all reasonable programming services to correct documented software errors which Fike & Fike, Inc. diagnosis indicates were caused by a defect in an unaltered version of the software.
- This warranty is valid until the license period that was paid for by the county has expired.
- County acknowledges that the software is of such complexity that it may have inherent defects and is advised to test the licensed software thoroughly before relying on it. The county does assume the risk of using the software.
- County's exclusive remedy against Fike & Fike, Inc. for any breach of warranty under this agreement is limited to repair, replacement or refund with respect to the item in question, at Fike & Fike, Inc.'s option and subject to applicable law.
- County will not be entitled to any incidental, consequential, or other damages including but not limited to lost income, lost information, business interruption, or personal injury.

General

- The county shall pay any taxes arising directly from this agreement, transactions made pursuant to this agreement, or based upon the fees charged herein. The county shall not deduct from payments to Fike & Fike, Inc. any amounts paid or payable to third parties however designated.
- This document constitutes the complete and exclusive agreement between the county and Fike & Fike, Inc. and supersedes all prior communications.
- If either party is required to engage in proceedings, legal or otherwise to enforce its rights under this agreement, the prevailing party shall be entitled to recover from the other reasonable attorney fees and other costs.
- Fike & Fike, Inc. shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, or inability to obtain labor or materials on time.
- If any provision of this agreement is held by the court to be invalid or unenforceable, the remainder of the provisions shall remain in full force.

Fike & Fike, Inc.

Property Tax Software

Annual Support and License Subscription

page 3
Subscription Order Form

County:	Macon County		
Coverage Period:	12/01/2021 through 11/30/2026		
Term:	<input checked="" type="checkbox"/>	5-year term with annual payments (.95 per parcel)	
	<input type="checkbox"/>	4-year term with annual payments (.96 per parcel)	
	<input type="checkbox"/>	3-year term with annual payments (.97 per parcel)	
	<input type="checkbox"/>	2-year term with annual payments (1.00 per parcel)	
	<input type="checkbox"/>	1-year term (1.05 per parcel)	
Annual Fee:			
	57,408	total current parcels	
	1,846	total current mobile homes	
	59,254	total parcels & mobile homes x rate of 0.95 (from section above) =	\$56,291
		30% discount on quantity of over 35,000	-6,912
		50% discount on quantity of over 60,000	_____
		total (allied annually)	\$49,379
Billing:	<input checked="" type="checkbox"/>	Invoice 1/3 of total to each of Assessor, Clerk, and Treasurer	
	<input type="checkbox"/>	Invoice total amount to county. Send invoice to _____ office	

Conversion:	
<input type="checkbox"/>	New Installation \$ _____
	exported files and maps required

Signatures (Assessor, Clerk, Treasurer, Board Chairman, or other authorized official):

Signature: _____	Name, Title, Date: _____
Signature: _____	Name, Title, Date: _____
Signature: _____	Name, Title, Date: _____

**MACON COUNTY BOARD RESOLUTION
STATEMENT TO ESTABLISH BUDGETS
FOR 2021-2022 FISCAL YEAR**

RESOLUTION NO. B-1-11-21

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

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

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING VALUATION OF ALL TAXABLE
PROPERTY IN MACON COUNTY, ILLINOIS**

RESOLUTION NO. B-2-11-21

WHEREAS, the Department of Revenue of the State of Illinois has provided a formula and ratios for determining a conservative estimate of full valuation of all taxable property in Macon County for 2021 including corporations and railroads; and

WHEREAS, by computation on the basis of the said formula and ratios so furnished, a conservative estimate of the full value of all taxable property including railroads and corporations in Macon County, Illinois as assessed for the year 2021 will be Two Billion, Fifty-One Million, Seven Hundred Ten Thousand, Nine Hundred and Ninety Dollars (\$2,051,710,990.00).

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board in and for the County of Macon, State of Illinois, that this Macon County Board finds, and it hereby does find property in Macon County, Illinois including railroads and corporations as assessed by the Department of Revenue of the State of Illinois, be and the same hereby is found to be Two Billion, Fifty-One Million, Seven Hundred Ten Thousand, Nine Hundred and Ninety Dollars (\$2,051,710,990.00) for the purpose of extending tax rates and tax levies.

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
GENERAL CORPORATE FUND PURPOSES**

RESOLUTION NO. B-3-11-21

BE IT RESOLVED by the Macon County Board in and for the County of Macon in the State of Illinois, hereby orders that a tax of and for the sum of Four Million Two Hundred Thousand Dollars (\$4,200,000) be, and the sum hereby is levied upon all taxable property within the County of Macon, State of Illinois for the fiscal period beginning December 1, A.D., 2021 to November 30, 2022 inclusive for the "General Corporate" purposes of said County; and

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property an amount sufficient to raise or produce the sum of Four Million Two Hundred Thousand Dollars (\$4,200,000), the said sum to be used for the purposes stated separately in said exhibits, and such tax levy as made and provided and said respective sums are required for the payment of necessary County expenses and legal liabilities as hereinafter set forth in said exhibits.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
RETIREMENT FUND PURPOSES**

RESOLUTION NO. B-4-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of One Million, Nine Hundred Thousand Dollars (\$1,900,000) for the "Retirement Fund" for the County Employees of Macon County, Illinois which said sum is to be used by the County to pay the County's share of the Retirement Pension Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the taxable property in said County a tax of One Million, Nine Hundred Thousand Dollars (\$1,900,000) such tax be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Retirement Fund", which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
SOCIAL SECURITY FUND PURPOSES**

RESOLUTION NO. B-5-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of One Million Three Hundred Thousand Dollars (\$1,300,000) for the "Social Security Fund" for the County Employees of Macon County, Illinois which said sum is to be used by the County to pay the County's share of the Social Security Taxes.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property, an amount sufficient to raise or produce the sum of One Million Three Hundred Thousand Dollars (\$1,300,000) the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Social Security Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR INSURANCE
LOSS AND LIABILITY FUND PURPOSES**

RESOLUTION NO. B-6-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of One Million Six Hundred Thirty Six Thousand Dollars (\$1,636,000) for the maintenance and expenses of the "Insurance Loss and Liability Fund" to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County, a tax of One Million, Six Hundred Thirty Six Thousand Dollars (\$1,636,000), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Insurance Loss and Liability Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
JUDGMENT FUND PURPOSES**

RESOLUTION NO. B-7-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) for the maintenance and expenses of the “Judgment Fund” to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County, a tax of Seven Hundred Fifty Thousand Dollars (\$750,000), such tax be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Judgment Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR THE HEALTH
DEPARTMENT UNIT FUND PURPOSES**

RESOLUTION NO. B-8-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of One Million Six Hundred Fourteen Thousand Three Hundred Eighty Dollars (\$1,614,380) for the maintenance and expenses of “Macon County Health Department Unit” to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County, a tax of One Million Six Hundred Fourteen Thousand Three Hundred Eighty Dollars (\$1,614,380), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Macon County Health Department Unit” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
COUNTY HIGHWAY FUND PURPOSES**

RESOLUTION NO. B-9-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board for the County of Macon, Illinois, the said Macon County Board hereby **PROVIDES AND ORDERS** that a tax of and for the sum of One Million Seven Hundred Dollars (\$1,700,000) be, and the said sum is hereby levied on all taxable property within the County of Macon, Illinois for the fiscal year beginning December 1, A.D., 2021 to November 30, 2022 inclusive, the proceeds of said tax to be credited to a "County Highway Fund" to be used for the purpose of improving, maintaining and repairing by the County, for purposes of payment of lands, quarries, pits and other deposits of road material required by the County for such purposes, and for such other purposes as may be incidental to the improving, maintaining, and repairing roads including the construction and erection of buildings for the housing of machinery, equipment, and materials used in and about the improvement and maintenance of said highways.

BE IT FURTHER RESOLVED and ORDERED AND DIRECTED by the Macon County Board of Macon County, Illinois that the County Clerk of Macon County be, and he is hereby directed to extend upon the tax books of the County of Macon for the year 2021 against all classes of taxable property in said County, a tax of an amount or rate per cent sufficient to raise and produce the sum of One Million Seven Thousand Dollars (\$1,700,000), exclusive of any amount necessary to pay the principal or interest on any County Road Bonds, all of said monies to be derived from the said County Highway Tax to be placed in a separate fund to be known as the "County Highway Fund", said respective sums being required for the payment of the necessary expenses and legal liabilities of the County Highway Department as herein set forth which said tax shall be in addition to all other taxes which said County gives now or hereafter may be authorized to levy on the aggregate valuation of all property within said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
MATCHING FUND PURPOSES**

RESOLUTION NO. B-10-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of Eight Hundred Fifty Five Thousand Dollars (\$855,000) for the purpose of providing part of the County’s share of the costs of highway improvement, the said levy shall be placed in a separate fund to be known as the “Matching Fund” and to be used for no other purposes.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County a tax of Eight Hundred Fifty Five Thousand Dollars (\$855,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Matching Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR COUNTY
SPECIAL BRIDGE FUND PURPOSES**

RESOLUTION NO. B-11-11-21

WHEREAS, that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of Eight Hundred Fifty Five Thousand Dollars (\$855,000), for the building or repair of bridges, culverts, drainage structures, grade separations, embankments, trestles and approaches thereof on or across any public road. The levy aforesaid shall be placed in a separate fund to be known as the "County Special Bridge Fund" and to be used for no other purpose, said respective sums being required for the payments of the necessary expenses and legal liabilities of the County of Macon with reference thereto.

BE IT FURTHER RESOLVED and ORDERED AND DIRECTED by the Macon County Board of Macon County, Illinois that the County Clerk of Macon County be, and he is hereby directed to extend upon the tax books of the County of Macon for the year 2021 against all classes of taxable property in said County a tax of Eight Hundred Fifty Five Thousand Dollars (\$855,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as "County Special Bridge Fund" now, or may hereafter be, authorized to levy on the aggregate valuation of all property within said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
DPBC LEASE FUND PURPOSES**

RESOLUTION NO. B-12-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois, as equalized for the year 2021 a tax of and for the sum of Five Million, Nine Hundred Seventy Four Thousand, Four Hundred Forty Nine Dollars (\$5,974,449) for the maintenance and expenses of the “DPBC Lease Fund” to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County a tax of Five Million, Nine Hundred Seventy Four Thousand, Four Hundred Forty Nine Dollars (\$5,974,449) such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “DPBC Lease Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
HISTORICAL MUSEUM FUND PURPOSES**

RESOLUTION NO. B-13-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of Thirty Three Thousand Dollars (\$33,000) for the cost of maintaining a "Historical Museum Fund" in order to defray said liabilities for said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County a tax of Thirty Three Thousand Dollars (\$33,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Historical Museum Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR THE
VETERANS COMMISSION FUND PURPOSES**

RESOLUTION NO. B-14-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021, a tax of and for the sum of Two Hundred Thirty Nine Thousand Four Hundred Dollars (\$239,400) for the maintenance and expenses of a “Veterans Assistance Commission” to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County a tax of Two Hundred Thirty Nine Thousand Four Hundred Dollars (\$239,400), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the “Veterans Assistance Commission” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR
MENTAL HEALTH FUND PURPOSES**

RESOLUTION NO. B-15-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2021 a tax of and for the sum of Two Million Eight Hundred Sixty Two Thousand Sixty Three Dollars (\$2,862,063.00) for the maintenance and expenses of the “Mental Health Commission Board Fund” to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County a tax of Two Million Eight Hundred Sixty Two Thousand Sixty Three Dollars (~~\$2,862,063.00~~), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund known as the “Mental Health Commission Board Fund” which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
ESTABLISHING TAX LEVY FOR MACON
COUNTY EXTENSION FUND PURPOSES**

RESOLUTION NO. B-16-11-21

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois, as equalized for the year 2021 a tax of and for the sum of Four Hundred Forty Five Thousand One Hundred Thirty Six Dollars (\$445,136) for the maintenance and expenses of the "Macon County Extension Fund" to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2021 against all classes of taxable property within the said County a tax of Four Hundred Forty Five Thousand One Hundred Thirty Six Dollars (~~\$445,136~~), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Macon County Extension Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 10th day of November, 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
OF AUTHORIZATION FOR TAX ANTICIPATION
WARRANTS AGAINST LEVIES FOR VARIOUS
FUNDS HEREIN**

RESOLUTION NO. B-17-11-21

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

NOW, THEREFORE, BE IT RESOLVED that the following named funds be, and the same hereby are provided to meet all the necessary expenses and liabilities of the County of Macon, State of Illinois, including monies necessary for the payment of unpaid claims from the fiscal period preceding due and unpaid but audited, allowed, and approved for payment by the Macon County Board in and for the said County by and through the issuance and disposal of the County of Macon, State of Illinois, of warrants drawn against and in anticipation of taxes by the Macon County Board for the County of Macon, State of Illinois, for the fiscal period commencing December 1, A.D., 2021 and to the extent of eighty-five percent (85%) of the taxes levied in the respective cases, but in the aggregate to the extent of not more than the amount opposite each respective fund and otherwise to the extent and in the manner provided by law, or so much thereof as from time to time may be required and authorized, the same to be consecutively numbered and to be retired in the numerical order of their issuance as is by law provided.

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



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

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

General Corporate Fund	\$3,570,000.00	✓
Retirement Fund	\$1,615,000.00	✓
Social Security Fund	\$ 1,105,000.00	✓
Insurance Fund	\$1,390,600.00	✓
Judgment Fund	\$ 637,500.00	✓
Health Fund	\$1,372,223.00	✓
Highway Fund	\$1,445,000.00	✓
Highway Matching Fund	\$ 726,750.00	✓
Special Bridge Fund	\$ 726,750.00	✓
DPBC Lease Fund	\$5,078,281.65	✓
Historical Museum Fund	\$ 28,050.00	✓
Veterans Fund	\$ 203,490.00	✓
Mental Health Fund	\$2,432,753.55	✓
Macon County Extension Fund	\$ 378,365.60	✓

PRESENTED, PASSED, APPROVED this 10th day of November, 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
APPROVING THE 2021-2022 BUDGET**

RESOLUTION NO. B-18-11-21

WHEREAS, the Macon County Board met on November 10, 2021; and

WHEREAS, the Macon County Board in and for the County of Macon in the State of Illinois finds that estimates of receipts and payments and revenue and expenditures for the fiscal period beginning December 1, 2021 thru November 30, 2022 put on display by the Macon County Auditor are correct as amended per the attachment.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the 2021-2022 Budget presented by the Macon County Auditor as per the attachment.

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

PRESENTED, PASSED, APPROVED this 10th day of November, 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 Approving the
Authorization for Incidental Take Agreement with IDNR**

RESOLUTION NO. H-2261-11-21

WHEREAS, the County of Macon seeks approval for the Authorization for Incidental Take Agreement with Illinois Department of Natural Resources (IDNR) on the Reas Bridge Road Bridge Replacement Project.

NOW THEREFORE, BE IT RESOLVED, by the Macon County that they hereby approve the Authorization for Incidental Take Agreement on the Reas Bridge Road Bridge Replacement Project.

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

PRESENTED, PASSED, AND APPROVED this 10th day of November 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



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

Authorization for Incidental Take and Implementing Agreement

Pursuant to the Illinois Endangered Species Protection Act (Act) (520 ILCS 10/5.5) and the regulations adopted to implement the Act (17 Ill. Adm. Code 1080), authorization is hereby granted to the Macon County Highway Department (hereinafter referred to as Macon County) for the incidental take of the State-threatened Kirtland's Snake (*Clonophis kirtlandii*). The Illinois Department of Natural Resources (hereinafter referred to as Department) has determined that this taking is incidental to activities associated with the replacement of the current bridge and causeway structure carrying Rea's Bridge Road (also known as, County Highway 24) over Lake Decatur in Macon County, Illinois.

Procedural History

The Illinois Department of Transportation (hereinafter referred to as IDOT), on behalf of Macon County, submitted the Conservation Plan to the Department on January 19, 2021, as a request for authorization for the incidental take of Kirtland's Snake. The Department requested additional information on January 29, 2021 and March 18, 2021, to make the Conservation Plan complete as prescribed by Ill. Adm. Code 1080.10. Additional information was received by the Department on February 22, 2021, and April 23, 2021. The final Conservation Plan was accepted as complete by the Department on May 10, 2021. The public notice period and public comments will be detailed under #6 of the Compliance section below.

Compliance with the Illinois Endangered Species Protection Act

The Act includes six criteria which must be satisfied for the authorization of incidental take of an endangered or threatened species. These criteria and the Department's determination for each are listed below.

1. The taking will not be the purpose of, but will be only incidental to, the carrying out of an otherwise lawful activity:

The stated and apparent purpose of this proposed action is to remove and replace the bridges that carry Rea's Bridge Road over Lake Decatur in Macon County. The replacement structures will have two travel lanes in each direction and a pedestrian walkway/sidewalk. This is part of the larger project called the Macon County Beltway that will provide a 4-lane highway on the east side of Decatur.

Construction will occur in stages over two years that allows both lanes of traffic to continually operate. The current bridge and causeway are 40 feet wide, the

finished width of the causeway will be 110 feet, and there will be no changes to the length of the bridges and causeway. The sides of the causeway will be protected with loose stone and riprap along their length, and a slope seed mix on the slopes that do not require riprap.

In the first year, traffic will be maintained on the existing bridges and causeway while the expansion happens on the north side of the causeway. Existing fill on that side will be removed and replaced with new stabilized fill. Only fill that has degraded at the base and lake bottom will be removed and disposed offsite. The second year, traffic will shift to the new lanes and construction will occur to rebuild the south side of the causeway. For each stage of the construction, sheetpile and cofferdams will be used around the bridge abutments and piers.

Total estimated area of impact within species habitat for the proposed actions is 11.18 acres. The existing causeway (2.6 acres) and the land acquisition/temporary easement acreage for widening the Eastern terminus of the project (1.1 acres) will result in 3.7 acres of impact to Kirtland's snake habitat. The construction of the new bridge has the potential to bury or crush Kirtland's Snakes within the footprint, and indirectly impact them by increased noise, traffic, and dispersal from the microhabitat. The Department concurs that the take of Kirtland's Snakes that could result from the proposed project is not the purpose of Macon County's activities but is incidental to the carrying out of an otherwise lawful activity.

2. The parties to the Conservation Plan will, to the maximum extent practicable, minimize and mitigate the impact caused by the taking:

Proposed avoidance, minimization and mitigation were included in Macon County's Conservation Plan.

To meet the "maximum extent practicable" standard, additional minimization and/or mitigation measures may be required beyond those proposed by Macon County, based on the life history needs of the Kirtland's Snake. All required minimization and mitigation measures are presented under the Authorization section below.

3. The parties to the Conservation Plan will ensure that adequate funding for the Conservation Plan will be provided.

Macon County states that funding sources for the project will be a mixture of federal, local, and Motor Fuel Tax funds. Macon County commits to funding the project and the mitigation.

The Department accepts this provision as assurance that adequate funding will be available to carry out the terms of the Conservation Plan.

4. Based on the best available scientific data, the Department has determined that the taking will not reduce the likelihood of survival or recovery of the endangered species or threatened species in the wild within the State of Illinois, the biotic community of which the species is a part, or the habitat essential to the species' existence in Illinois.
-

Kirtland's Snake (*Clonophis kirtlandii*) is an Illinois state-threatened species.

Habitat: Kirtland's Snakes can be found in Prairie Peninsula habitats such as prairie fens, wet meadows, lake plain wet prairies, open and wooded wetlands, seasonal marshes, open swamps, sparsely wooded hillsides, and the vicinity of ponds and sluggish creeks. Frequently Kirtland's Snakes are found in association with crayfish burrows (*Fallicambarus fodiens*, *Procambarus gracilis*, and *Cambarus diogenes*), where they spend most of their time. This fossorial habit makes them a difficult species to detect in their habitat. Current distribution includes metropolitan areas, often in vacant lots associated with streams or wetlands. Many times, they are found under debris.

Size: Adult Kirtland's Snakes are small with an average length of 14-18 inches.

Distribution: Kirtland's Snakes can be found around the Great Lakes states of Illinois, Indiana, Michigan, Ohio, and Missouri, and Kentucky. Populations have likely been extirpated from Pennsylvania.

Reproduction: Courtship and mating in Kirtland's Snakes occurs twice a year: February through May, and August to September. Gravid females can be found as early as May, but in Indiana they have been found in Mid-June. There is not a shelled egg stage, but the female gives birth in summer or early autumn, potentially with other females. Sexual maturity is reached in their second year of growth.

Population: Many factors have led to the decline in numbers of Kirtland's Snakes: habitat loss and modification, fungal disease, poaching for the pet trade, and road mortality including from mowing.

Range in Illinois: In Illinois, Kirtland's Snakes have been found in the Mississippi, Illinois, Kaskaskia, Kankakee, Fox, Sangamon, Wabash, and Little Wabash River basins in 13 of 102 counties. There are currently 25 extant Element Occurrence Records for Kirtland's Snakes in the Illinois Natural Heritage Database.

Incidental Take Authorizations: There have been six (6) previously issued or currently pending Incidental Take Authorizations for Kirtland's Snakes in Illinois. Previous projects include boat access, commercial development, and a bridge. There have been no previous ITAs for Kirtland's Snakes in Macon County.

Based on the amount of habitat impacted by this project, the number of known occurrences of Kirtland's Snakes in Illinois, an assessment of the potential effect of this project on individual species in the project footprint, the conservation methods included in this authorization for take and the Conservation Plan, and the understanding that vulnerability and recovery information on the species remains

limited; it is the conclusion of the Department that the taking anticipated as a result of this project will not reduce the likelihood of survival or recovery of the species in the wild within the State of Illinois, the biotic community of which the species are a part, or the habitat essential to the species' existence in Illinois.

5. Any measures required under Section 5.5(b)(6) of the Act will be performed.

Additional measures are listed below under "Authorization". This authorization is, by definition, subject to those terms and conditions and the signature of a representative from Macon County indicates their commitment to performing those measures.

6. The public has received notice of the application and has had the opportunity to comment before the Department made any decision regarding the application.

Public notice of Macon County's request for authorization of incidental take was published in the *Breeze Courier* (official state newspaper) on May 25, 2021, and in the (Decatur) *Herald & Review* on May 25, June 1, and June 9, 2021. A copy of the Conservation Plan was deposited at the Mount Zion Public Library, Macon County Highway Department, and the Chastain and Associates, LLC office, where it was available for public review. The deadline for public comment was July 9, 2021. No comments were received from the public.

Authorization

It is the determination of the Department that the measures to be implemented by Macon County will adequately minimize and mitigate the anticipated taking of Kirtland's Snakes associated with the bridge structure removal and replacement over Lake Decatur in Macon County, Illinois. Further the Department has concluded that the taking authorized herein will not reduce the likelihood of survival or recovery of Kirtland's Snakes in the wild within the State of Illinois, the biotic community of which the species is a part, or the habitat essential to the species existence in Illinois.

All terms and conditions included in the aforementioned Conservation Plan submitted by Macon County to the Department are incorporated into this agreement by reference and are made a part thereof.

Pursuant to Section 5.5 of the Illinois Endangered Species Protection Act [520 ILCS 10/5.5] and the Administrative Rules for the Incidental Taking of Endangered and Threatened Species [Ill. Adm. Code 1080.40(b)], this authorization is issued subject to the following terms and conditions, which may include additions or modifications to the minimization and mitigation measures proposed by Macon County in the Conservation Plan:

1. This authorization is effective upon the signature of the Department and shall remain in effect for a period of six (6) years from the date of the Department signature, unless terminated by written agreement of both parties.

This authorization may be revoked pursuant to the Act and Ill. Adm. Code 1080.80(b) if the Department finds that Macon County has failed to comply with any of these terms and conditions or has been responsible for the taking of Kirtland's Snakes beyond that which is incidental to the bridge structure removal and replacement in Macon County, Illinois.

2. The effective period of this authorization may be altered by mutual written agreement between Macon County and the Department. The Illinois Endangered Species Protection Board shall be notified of such alteration.

Any substantive changes, including but not limited to a change in the project footprint or a change in the State-listed species which could potentially be affected, will require that a new Conservation Plan be submitted to the Department to initiate the review and public notice process as required by the Act.

3. This authorization may only be transferred upon approval and written authorization by the Department.
4. Notification to all on-site personnel shall be provided on the sensitive biological resources in the area; the identification of Kirtland's Snakes; regulations protecting the species; where the species might be found; avoidance areas; travel restrictions for equipment; how to report sightings or incidents that may involve take; the importance of avoiding take of the species; and response protocol if the species are found, including the chain of response personnel. **Macon County shall submit a copy of the education materials to the Department.**
5. The Department reserves the right of entry by its staff or representatives to inspect potential habitat and species management practices. Department staff must be accompanied by an employee of Macon County or the contractor and are required to adhere to IDOT's health and safety requirements.
6. Biological consultants employed by Macon County shall hold the necessary permits for work with non-listed and listed species; these include an Illinois Department of Natural Resources (IDNR) Scientific Collection Permit as authorized under 17 Illinois Administrative Code 520, a Herptile Scientific Permit as authorized under 17 Illinois Administrative Code 885, and an IDNR Endangered Species Permit as authorized under 17 Illinois Administrative Code 1070.
7. Macon County shall **notify the Department's Endangered Species Program by email correspondence of construction commencement and completion of the project. A project status report shall be submitted to the Department within 90 days following completion (defined as both bridges carrying two lanes of traffic in use) summarizing the implementation of minimization, mitigation, and**

restoration measures and evaluating the effectiveness or status of those measures and shall include a project photo log. The report shall also include a map of the project location, description of any injuries or mortalities; and the disposition of any individuals that were injured or killed.

8. Notification of any Kirtland's Snakes present during performance of the project shall be reported electronically to the Department within 48 hours of discovery accompanied by location information (photograph, map, and GPS coordinates).
9. Any discoveries of additional State-listed species beyond those identified in this agreement halts work and shall be reported to the Department within 48 hours accompanied by location information.
10. Macon County shall conduct, or cause to be conducted, the following pre-construction or construction efforts:
 - a. To maximize refugia habitat, small delineated wetlands in the project area shall remain undisturbed to the greatest extent practicable, per the Wetland Policy.
 - b. Installation and maintenance of standard erosion control measures such as silt fence in areas identified as a wetland.
 - c. Erosion control blanket shall be used in the smallest area practicable, in areas where the slopes cannot be covered with riprap for stability.
 - d. A slope seed mix shall be used as a permanent vegetation solution on slopes that are too steep to mow but do not require riprap for stabilization.
 - e. Heavy equipment shall operate from barges to the extent practicable. Tracks of heavy equipment shall not enter the water during placement of clean riprap; except that arms and buckets will have limited entry.
11. Macon County shall conduct, or cause to be conducted, thorough post-construction surveys for Kirtland's Snakes within the project area in Year 2 following project completion:
 - a. This survey will use the same visual encounter survey protocol as the pre-construction survey, including turning over cover objects.
 - b. A report including, but not limited to, the survey methodology utilized, number of cover objects turned over, any other herptiles observed in the area, weather (e.g., air temperature, cloud cover) habitat characteristics, length, sex (if discernable), and a map of the species locations and areas surveyed shall be provided to the Department within 90 days of completion of the survey.
12. Mitigation to the maximum extent practicable is required by the Act. Mitigation requirements for this authorization are as follows:

- a. Macon County shall provide funding to IDOT for a study of the Kirtland's Snake populations at Lake Decatur. The value of this research project is estimated to be \$4,926.37.
- b. IDOT shall provide a copy of the survey tasking **within 90 days of execution of this agreement**. The tasking document shall include a calendar year that the project is anticipated be initiated.
- c. Mitigation payments are nonrefundable, including events of revocation or termination.

Mitigation values are based on the Department's best current understanding of the species life history needs and impact analysis relevant to the project site's proposed conceptual design elements available at the time of review.

13. All reports, notifications, and other project documentation shall be submitted to:

Illinois Department of Natural Resources
Office of Resource Conservation
Endangered Species Program – Incidental Take Authorization Coordinator
One Natural Resource Way
Springfield, IL 62702-1271

(217)557-8243
DNR.ITAcoordinator@illinois.gov

The Department's Endangered Species Program shall provide all reports required under this agreement to the Illinois Endangered Species Protection Board and to the Department's Natural Heritage Database.

14. The Macon County official identified below is authorized to execute this agreement. Execution by Macon County indicates acceptance of all terms and conditions described in this authorization.
15. The execution of this agreement does not waive or excuse the responsibilities of Macon County to comply with other Federal, State, or local regulations, including but not limited to obtaining any required permits for the execution of this project.

For the Illinois Department of Natural Resources:

For Macon County:

Mr. Christopher L. Young, Director
Office of Resource Conservation

Mr. Kevin Greenfield
Macon County Board Chair

Date

Date

**Macon County Board Resolution Approving and Appropriating
A 50/50 Cost Share Drainage Improvement Project with
Illini Township on Park Road**

RESOLUTION NO. H-2262-11-21

WHEREAS, the funds need to be approved and appropriated for a 50/50 Cost Share Drainage Improvement Project with Illini Township on Park Road.

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 Ten Thousand Two Hundred Ten Dollars and Thirty-Three Cents (\$10,210.33) from Line Item 034-000-7735-000 County Bridge (FY 22) to cover expenses for the above resolution.

The above cost will benefit a highway facility owned by Illini Township, and are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 10th day of November 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 HIGHWAY DEPARTMENT
Bruce H. Bird, P.E - County Engineer

2405 N. Woodford Street
Decatur, IL 62526-4704
Telephone 217-424-1404

COUNTY BRIDGE FUND PETITION

MACON COUNTY BOARD

Petition from: Illini Township For: Section No. # 26-27
Structure No. N/A

Location: See Attached Map

Work to be Performed: tiling to drain flooded road ditch areas

Estimated Cost of Project: 20,420.66 \$ 36,797,478 x .0002 =

0.02% of Assessed Valuation of City or Township \$ 7,359.50

Whereas all requirements of Article 5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Macon County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge project.

Signed: Brian S. Quinn
Highway Commissioner

Approved by the Macon County Board Transportation Committee
this _____ day of _____, 20____. Amount Approved for Appropriation
from County Bridge Fund:

Board Chairman \$ 10,210.33

Attest: _____ Project Completed _____, 20____
County Clerk

Actual Amount Used _____



2700 North Main Street, Moweaqua, IL 62550
 OFFICE (217) 768-4930
 FAX (217) 768-3041
 www.digsassociates.com

PROJECT ESTIMATE

Job Name Illini Twp	Location Macon County, IL	Acres 30
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<u>Description</u>	<u>Quantity</u>	<u>Cost</u>	<u>TOTAL</u>
	1,500	\$7.02	\$10,530.00
Riser (inlets) & Animal/Trash Guards	2	\$250.00	\$500.00
Road Crossing	1	\$1,850.00	\$1,850.00
Mutual Main 1	See Cost Breakdown		\$7,540.66
		TOTAL:	\$20,420.66

8/25/2021

DIGS Associates - Project Estimate - Macon County IL - Illini Twp

From: Ryan Green (ryan@digsassociates.com)

To: bj76gilm@yahoo.com

Date: Monday, August 9, 2021, 11:52 AM CDT

Brian,

See below. This estimated cost will provide you with a 10" SW tile under W Street Rd (sized for 30 acres), allowing for the installation of a riser (inlet) on either side of the road. We will run the 10" SW tile East along Park Rd to the Mutual Main Tile (in green). Below are the estimated costs to do so.

Let me know if you have any questions.

10" SW - 1500' @\$7.02/lf = \$10,530.00

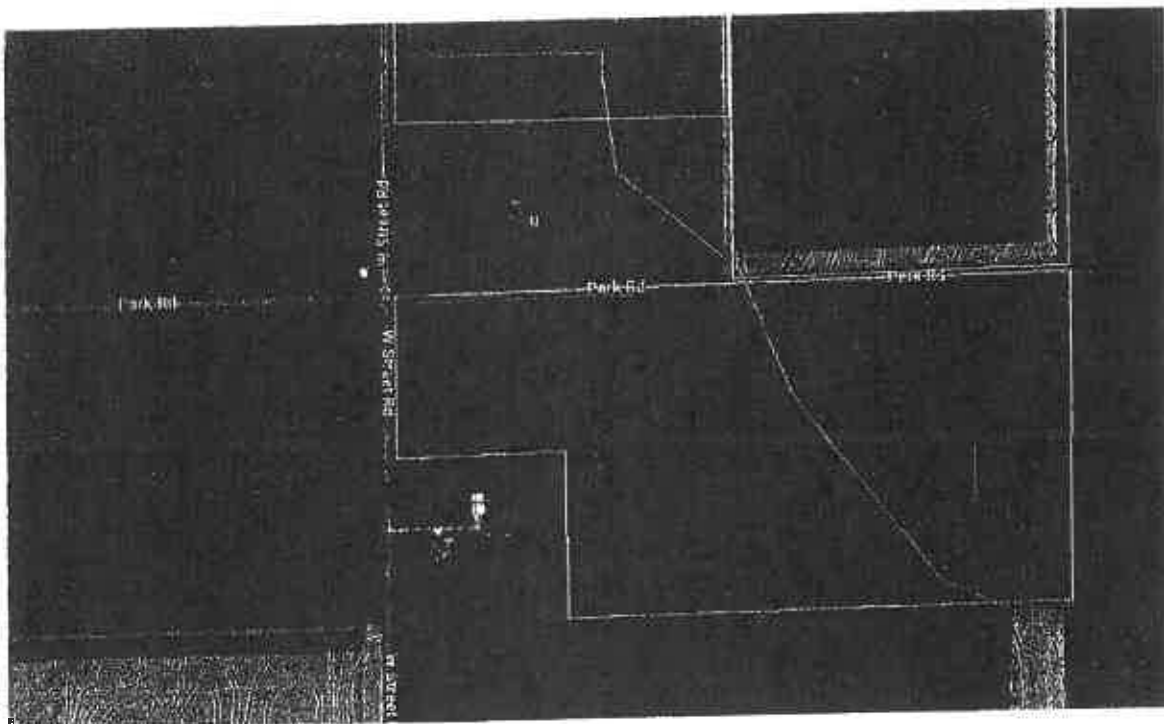
Road Crossing = \$1,850 (est.)

Participation In Mutual Main (15" DW Green) = \$7,540.66

Risers (Inlets) & Animal/Trash Guards (2) = \$500

Total = \$20,420.66

*where will file run
cast inlets?
do we need 10" tile
for whats being drained*



Road and Bridge Report
Tax Year: 2020

TT01	AUSTIN TOWNSHIP		Taxable Value	Total Taxes Due
	TT01	**Total Before Road&Bridge Reductions	36,090,345	191,401.63
		Remaining Balance	<u>36,090,345</u>	<u>191,401.63</u>
<hr/>				
TT02	BLUE MOUND TOWNSHIP		Taxable Value	Total Taxes Due
	TT02	**Total Before Road&Bridge Reductions	25,077,870	120,090.46
		Remaining Balance	<u>25,077,870</u>	<u>120,090.46</u>
<hr/>				
TT04	DECATUR TOWNSHIP		Taxable Value	Total Taxes Due
	TT04	**Total Before Road&Bridge Reductions	467,049,078	84,906.99
	VDEC	CITY OF DECATUR	-444,440,342	-40,398.40
	VHAR	HARISTWN VILLAGE	-231,789	-21.07
		Remaining Balance	<u>22,376,947</u>	<u>44,487.52</u>
<hr/>				
TT05	FRIENDS CRK TWP		Taxable Value	Total Taxes Due
	TT05	**Total Before Road&Bridge Reductions	37,530,494	247,701.17
	VARG	ARGENTA VILLAGE	-10,285,693	-33,942.76
		Remaining Balance	<u>27,244,801</u>	<u>213,758.41</u>
<hr/>				
TT06	HARRISTOWN TWP		Taxable Value	Total Taxes Due
	TT06	**Total Before Road&Bridge Reductions	35,310,543	85,003.07
	VDEC	CITY OF DECATUR	-631,433	-760.03
	VHAR	HARISTWN VILLAGE	-14,527,419	-17,485.94
		Remaining Balance	<u>20,151,691</u>	<u>66,757.10</u>
<hr/>				
TT07	HICKORY PT TWP		Taxable Value	Total Taxes Due
	TT07	**Total Before Road&Bridge Reductions	364,317,026	601,123.07
	VDEC	CITY OF DECATUR	-207,900,574	-171,518.02
	VFOR	FORSYTH VILLAGE	-130,672,298	-107,804.65
		Remaining Balance	<u>25,744,154</u>	<u>321,800.40</u>
<hr/>				
TT08	ILLINI TOWNSHIP		Taxable Value	Total Taxes Due
	TT08	**Total Before Road&Bridge Reductions	36,707,178	107,915.92
	VWAR	WARNSBRG VILLAGE	-12,775,043	-18,732.68
		Remaining Balance	<u>24,022,435</u>	<u>89,183.24</u>
<hr/>				
TT09	LONG CRK TWNSHIP		Taxable Value	Total Taxes Due
	TT09	**Total Before Road&Bridge Reductions	220,253,937	300,764.36
	VDEC	CITY OF DECATUR	-116,697,020	-79,518.31
	VLCK	LONG CRK VILLAGE	-26,059,337	-17,832.41
	VMTZ	MT ZION VILLAGE	-24,892,019	-17,033.58
		Remaining Balance	<u>52,605,561</u>	<u>186,380.06</u>

**Macon County Board Resolution Approving and
Appropriating Funds for Design Engineering Agreement
For a Bridge Replacement Project on Strawn Road in
Illini Township**

RESOLUTION NO. H-2263-11-21

WHEREAS, the funds need to be approved and appropriated for a Design Engineering Agreement with AECOM Engineers for the Strawn Road Bridge Replacement Project in Illini Township, Section 20-07118-00-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 One Hundred Thirty-Nine Thousand Two Hundred Dollars and No Cents (\$139,200.00) from State Township Bridge Line Item # 035-000-7735-000 (FY 22) to cover 80% of the expenses for the County's share of the costs.
- (2) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Thirty-Four Thousand Eight Hundred Dollars and No Cents (\$34,800.00) from County Bridge Line Item # 034-000-7735-000 (FY 22) to cover 20% of the expenses for the County's share of the costs.

The total amount appropriated is \$174,000.00.

The above costs will benefit a highway facility owned by Illini Township, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with 10% reimbursement from Illini Township.

PRESENTED, PASSED, AND APPROVED this 10th day of November 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



EXHIBIT A to BLR 06630 (Rev. 8/8/2021) Scope of Services
Tasks and Manhour Estimate - Bridge Replacement Project
Macon County - Jorner Bridge - TR 30A (Strawn Road) over South Fork Lake Fork Creek in Ilmi Township; Existing SN 068-3084

Cost Code	Activity	Manhours										Totals						
		PM	CE1	CE2	SE1	SE2	Admin	Tech	Survey									
5	Roadway Design															10.0		
	Set Design Criteria & Submit to Macon County		4.0	6.0													12.0	
	Drainage Plan - Drainage Areas & Ditch Runs		4.0	8.0													12.0	
	Drainage Plan - Culvert Design/Layout (HY-8)		4.0	8.0													6.0	
	Pavement Design		2.0	4.0													13.0	
	Layout Horizontal Alignment/GeoPak		3.0	8.0										2.0			13.0	
	Layout Vertical Alignment/GeoPak		3.0	8.0										2.0			28.0	
	Layout Existing & Proposed Cross Sections		8.0	16.0										4.0			12.0	
	Erosion Control Plan / Ditch Grades		4.0	8.0													10.0	
	Approach Guardrail design/layout		4.0	6.0													116.0	
Total		0.0	36.0	72.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	116.0		
6	Environmental and Other Coordination																3.0	
	Request Traffic Data - IDOT		3.0														3.0	
	Obtain Wetlands Map		3.0														10.0	
	Prepare Bridge Condition Report		8.0		2.0												4.0	
	Obtain / Process Accident Data		4.0														6.0	
	FHWA Coordination / Meeting		3.0	3.0													12.0	
	Environmental Survey Request		8.0	4.0													4.0	
	Corps of Engineers Request & Certification		4.0														4.0	
	Project Notification & Review - MCRPC		4.0														3.0	
	Prepare Asbestos coordination		3.0														7.0	
(Note 3)	Special Waste Screening		3.0	4.0													12.0	
	Property Owner Coordination		12.0														64.0	
	Prepare Draft Project Development Report		48.0	16.0													10.0	
	Address IDOT PDR Comments/Submit Final		6.0	4.0													16.0	
	Utility coordination		8.0	8.0													158.0	
	Total		0.0	117.0	39.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	158.0	
	7	Prepare Plans																7.0
		Cover Sheet		3.0	3.0													7.0
		General Data Sheet		3.0	3.0													7.0
		Summary of Quantities		3.0	3.0													11.0
Typical Sections			4.0	4.0													11.0	
Schedule of Quantities			4.0	4.0													11.0	
Alignment & Ties Sheet			4.0	4.0													29.0	
Plan & Profile Sheet			10.0	10.0													10.0	
Horizontal Layout & ROW sheet			3.0	4.0													11.0	
Entrance Details			4.0	4.0													11.0	
	Storm Water Pollution Prevention / Eros Ctrl Plan		4.0	4.0													23.0	
	General Plan & Elevation		10.0														8.0	
	Superstructure Sheet 1		4.0														8.0	
	Superstructure Sheet 2		4.0														8.0	
	Railing Sheet		4.0														8.0	
	Abutment Sheets		6.0														14.0	



EXHIBIT A to BLR 06630 (Rev. 8/5/2021) Scope of Services
Tasks and Manhour Estimate - Bridge Replacement Project
 Macon County - Johner Bridge - TR 30A (Strawn Road) over South Fork Lake Fork Creek in Illini Township; Existing SN 068-3084

Cost Code	Activity	Manhours							Totals					
		PM	CE1	CE2	SE1	SE2	Admin	Tech		Survey				
7	Prepare Plans (Cont.)													
	Pier Sheets		6.0			4.0					4.0		14.0	
	Pile Details		4.0			2.0					1.0		7.0	
	Boring Logs		2.0			2.0					1.0		5.0	
	Roadway Cross Section Sheets		12.0			12.0					8.0		32.0	
	Review Plans/Address IDOT review comments		8.0			8.0							16.0	
	Total	0.0	102.0	65.0	0.0	21.0	0.0	62.0	0.0				250.0	
	8	Quantities - Estimates - Special Provisions												
		Prepare/Check Roadway Quantities		24.0	12.0									36.0
		Prepare/Check Bridge Quantities		16.0			8.0							24.0
Prepare/Check Cost Estimate			8.0	3.0		1.0							12.0	
Prepare/Check Estimate of Time			8.0	3.0		1.0							10.0	
Prepare/Check SWPPP Form BDE 2342			8.0	2.0									10.0	
Prepare Special Provisions/IDOT Forms			16.0	4.0		2.0							22.0	
Prepare Status of Utilities/Commitments			3.0	1.0									4.0	
IDOT BLR Forms - Proposal Booklet			2.0										2.0	
Prepare Pre-final Submittal package			3.0	1.0									4.0	
Review Special Provisions/Proposal Booklet						2.0							4.0	
Address IDOT Review Comments			4.0										4.0	
Prepare Final Submittal package			4.0										4.0	
Total	0.0	94.0	28.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	136.0		
9	Right-of-Way Documents													
	Courthouse Search - Monument Records										2.0	2.0	4.0	
	Establish Existing ROW limits										2.0	2.0	4.0	
	ROW Survey										8.0	8.0	16.0	
	Prepare/Check Four (4) Plats & Legals										16.0	16.0	32.0	
	Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	28.0	28.0	56.0	
10	QA/QC													
	Independent Technical Review - Bridge Plans						12.0						12.0	
	Independent Technical Review - Roadway Plans						12.0						12.0	
	Technical Quality Review QA/QC Forms		4.0										4.0	
	Plan-In-hand field check		4.0										4.0	
Total	0.0	8.0	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0		
11	Construction Phase													
	Check/Distribute Shop Drawings		12.0										12.0	
	Respond to Construction Questions & RFIs		8.0										8.0	
	Total	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	
MH Totals		22.0	630.0	225.0	93.0	50.0	12.0	107.0	59.0				1198.0	
Salary Costs		\$1,856.00	\$28,016.10	\$15,041.25	\$5,301.00	\$3,050.00	\$328.08	\$5,087.85	\$2,044.35				\$60,628.63	



**EXHIBIT A to BLR 06630 (Rev. 8/6/2021) Scope of Services
Tasks and Manhour Estimate - Bridge Replacement Project**

Macon County - Johner Bridge - TR 30A (Strawn Road) over South Fork Lake Fork Creek in Illini Township; Existing SN 058-3094

Notes:

- 1) Estimate assumes that IDNR Office of Water Resources (OWR) Statewide Permit will be applicable. If an individual permit is required, additional fees will apply.
- 2) Estimate assumes that either a PPC deck beam superstructure or a PPC IL-Beam superstructure will be designed. Additional fee may be required for a different superstructure type.
- 3) Estimate assumes that special waste Level II screening will be successful and a Preliminary Site Assessment (PESA) will not be required. If a PESA is required, additional fees will apply.

Direct Costs

Mileage (Survey):	3 trip(s) x	24	miles/trip @	\$0.560 / mile =	\$40.32
Soil Borings (SKS):	1 trip(s) x	24	miles/trip @	\$0.560 / mile =	\$5,500.00
Mileage (Plan-in-hand field check):					\$13.44
Postage & supplies:					\$139.00
				Total Direct Costs =	\$5,692.76

Cost Escalation

- (1) Assume 1/2 of work done in 2022, 1/2 done in 2023
- (2) Assume 2% pay increase
- (3) Escalation Factor = $(0.50)(1.0) + (0.50)(1.02) = 1.0100$

Overall Labor Multiplier = $(2.74) \times (1.0100) = 2.767$

Estimated Fee

Salary Multiplier =	2.767				
Labor:	\$60,826.63	x	2.767	=	\$168,307.29
Direct Costs:					\$5,692.76
				Total Estimated Fee =	\$174,000.05

Total Estimated Not-to-Exceed Fee = \$174,000.00

Schedule

Project to be ready for letting in Fall 2023

Macon County Board Resolution Approving and Appropriating Funds for Design Engineering Agreement For a Bridge Replacement Project on Lake Fork Road in Austin Township

RESOLUTION NO. H-2264-11-21

WHEREAS, the funds need to be approved and appropriated for a Design Engineering Agreement with WHKS Engineers for the Lake Fork Road Bridge Replacement Project in Austin Township, Section 20-01125-00-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 Seventy-Six Thousand Two Hundred Eight Dollars and Seventy-Nine Cents (\$76,208.79) from State Township Bridge Line Item # 035-000-7735-000 (FY 22) to cover 80% of the expenses for the County's share of the costs.
- (2) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Nineteen Thousand Fifty-Two Dollars and Twenty Cents (\$19,052.20) from County Bridge Line Item # 034-000-7735-000 (FY 22) to cover 20% of the expenses for the County's share of the costs.

The total amount appropriated is \$95,260.99.

The above costs will benefit a highway facility owned by Austin Township, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with 10% reimbursement from Austin Township.

PRESENTED, PASSED, AND APPROVED this 10th day of November 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



ATTACHMENT A

Engineering Estimate Summary

WHKS Labor Fee (Est)	\$ 72,224.75
WHKS Direct Cost (Est)	\$ 592.00
TBD - Survey/ROW Fees	\$ 45,000.00
Recessed Decktech - Soil Borings, Mo Traffic Control	\$ 3,000.00
Contingency	\$ 4,433.24
Total Engineering Estimate	\$ 125,250.00

% of Estimated Construction Cost	
Est. Construction Cost	\$ 600,000.00
% Cont w/o contingency	16.7%
% Cont w/ Contingency	10.5%

800 N. 5th Street, Suite A
Springfield, IL 62766
Phone: (618) 252-1919
Fax: (618) 482-5428

Project Data

Client: Minerva Co
Route: TR 1
Structure No.: 28-01125-10-3R
Structure #s: 003-0064 (J-0664)

Scope: Remove and replace structures with ~ 72, 33' PCC deck beam bridge (Based on DS structure).
Reinforce existing/old/old structures as needed. Install guardrail if needed. Perform field survey, obtain and verify, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from District. Prepare final plans, special provisions and estimates for a STRATE using latest Federal RTP funding. Perform ROW survey, research and prepare all necessary plans for land acquisition (assume 5 min). Assist the County with minor bidding and construction questions as necessary. Plan for Fall 2023 letting.

Item	Description	Unit	Quantity	Rate	Amount	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal
01	Process Survey Data and Create D113	14	2							
02	Reconvey Debris, Roadside Safety	4	4							
03	Corner, General Notes, SOO, Schedule	10	4							
04	Typical Sections, Entrance Details	8	2							
05	Excision Control Level Drainage Details	6	2							
06	Alignment, Top, Benchmarks, Coordinates	16	2							
07	Plan and Profile Sheets	14	2							
08	Construction Details	14	2							
09	Maintenance Schedule	19	2							
10	118	12	14							
11	14,088.50	2,184.00	1,462.00							
12	585.00	585.00	585.00							
13	14,088.50	2,184.00	1,462.00							
14	585.00	585.00	585.00							
15	14,088.50	2,184.00	1,462.00							
16	585.00	585.00	585.00							
17	14,088.50	2,184.00	1,462.00							
18	585.00	585.00	585.00							
19	14,088.50	2,184.00	1,462.00							
20	585.00	585.00	585.00							
21	14,088.50	2,184.00	1,462.00							
22	585.00	585.00	585.00							
23	14,088.50	2,184.00	1,462.00							
24	585.00	585.00	585.00							
25	14,088.50	2,184.00	1,462.00							
26	585.00	585.00	585.00							
27	14,088.50	2,184.00	1,462.00							
28	585.00	585.00	585.00							
29	14,088.50	2,184.00	1,462.00							
30	585.00	585.00	585.00							
31	14,088.50	2,184.00	1,462.00							
32	585.00	585.00	585.00							
33	14,088.50	2,184.00	1,462.00							
34	585.00	585.00	585.00							
35	14,088.50	2,184.00	1,462.00							
36	585.00	585.00	585.00							
37	14,088.50	2,184.00	1,462.00							
38	585.00	585.00	585.00							
39	14,088.50	2,184.00	1,462.00							
40	585.00	585.00	585.00							
41	14,088.50	2,184.00	1,462.00							
42	585.00	585.00	585.00							
43	14,088.50	2,184.00	1,462.00							
44	585.00	585.00	585.00							
45	14,088.50	2,184.00	1,462.00							
46	585.00	585.00	585.00							
47	14,088.50	2,184.00	1,462.00							
48	585.00	585.00	585.00							
49	14,088.50	2,184.00	1,462.00							
50	585.00	585.00	585.00							
51	14,088.50	2,184.00	1,462.00							
52	585.00	585.00	585.00							
53	14,088.50	2,184.00	1,462.00							
54	585.00	585.00	585.00							
55	14,088.50	2,184.00	1,462.00							
56	585.00	585.00	585.00							
57	14,088.50	2,184.00	1,462.00							
58	585.00	585.00	585.00							
59	14,088.50	2,184.00	1,462.00							
60	585.00	585.00	585.00							
61	14,088.50	2,184.00	1,462.00							
62	585.00	585.00	585.00							
63	14,088.50	2,184.00	1,462.00							
64	585.00	585.00	585.00							
65	14,088.50	2,184.00	1,462.00							
66	585.00	585.00	585.00							
67	14,088.50	2,184.00	1,462.00							
68	585.00	585.00	585.00							
69	14,088.50	2,184.00	1,462.00							
70	585.00	585.00	585.00							
71	14,088.50	2,184.00	1,462.00							
72	585.00	585.00	585.00							
73	14,088.50	2,184.00	1,462.00							
74	585.00	585.00	585.00							
75	14,088.50	2,184.00	1,462.00							
76	585.00	585.00	585.00							
77	14,088.50	2,184.00	1,462.00							
78	585.00	585.00	585.00							
79	14,088.50	2,184.00	1,462.00							
80	585.00	585.00	585.00							
81	14,088.50	2,184.00	1,462.00							
82	585.00	585.00	585.00							
83	14,088.50	2,184.00	1,462.00							
84	585.00	585.00	585.00							
85	14,088.50	2,184.00	1,462.00							
86	585.00	585.00	585.00							
87	14,088.50	2,184.00	1,462.00							
88	585.00	585.00	585.00							
89	14,088.50	2,184.00	1,462.00							
90	585.00	585.00	585.00							
91	14,088.50	2,184.00	1,462.00							
92	585.00	585.00	585.00							
93	14,088.50	2,184.00	1,462.00							
94	585.00	585.00	585.00							
95	14,088.50	2,184.00	1,462.00							
96	585.00	585.00	585.00							
97	14,088.50	2,184.00	1,462.00							
98	585.00	585.00	585.00							
99	14,088.50	2,184.00	1,462.00							
100	585.00	585.00	585.00							

Item	Description	Unit	Quantity	Rate	Amount	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal
01	Special Provisions	10	4							
02	Estimate of Cost	8	2							
03	Estimate of Time	6	2							
04	Estimate of Materials (State LR - Check sheets)	6	2							
05	Estimate of Labor (State LR - Check sheets)	12	3							
06	Pre-Final Plan Preparation (Address DOT Comments)	40	10							
07	Labor Hours Subtotal									
08	Labor Costs Subtotal									
09	12,824.00	750.00	1,450.00							
10	585.00	585.00	585.00							
11	12,824.00	750.00	1,450.00							
12	585.00	585.00	585.00							
13	12,824.00	750.00	1,450.00							
14	585.00	585.00	585.00							
15	12,824.00	750.00	1,450.00							
16	585.00	585.00	585.00							
17	12,824.00	750.00	1,450.00							
18	585.00	585.00	585.00							
19	12,824.00	750.00	1,450.00							
20	585.00	585.00	585.00							
21	12,824.00	750.00	1,450.00							
22	585.00	585.00	585.00							
23	12,824.00	750.00	1,450.00							
24	585.00	585.00	585.00							
25	12,824.00	750.00	1,450.00							
26	585.00	585.00	585.00							
27	12,824.00	750.00	1,450.00							
28	585.00	585.00	585.00							



ATTACHMENT A

3885 S. 4th Street, Suite A
Springfield, IL 62762
Phone: (618) 434-1195
Fax: (618) 434-4488

% of Estimated Construction Cost	
Est. Construction Cost	\$ 600,000.00
% Const w/o contingency	15.1%
% Const w contingency	15.1%

Estimated Construction Summary	
WHKS Labor Fee (Est)	\$ 72,224.76
WHKS Direct Cost (Est)	\$ 600,000
TBD - Survey/ROW Prints	\$ 15,000.00
Ranssey Geotech - Soil Borings - No traffic control	\$ 3,000.00
Contingency	\$ 4,635.24
Total Engineering Estimate	\$ 752,860.00

% of Estimated Construction Cost	
Est. Construction Cost	\$ 600,000.00
% Const w/o contingency	15.1%
% Const w contingency	15.1%

Scope: Remove and replace structures with 72', SF PPC deck beam bridge (based on DS structure). Resurface roadway/shoulders as needed, install guardrail if needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from District. Prepare final plan, special provisions and estimates for a STATE bid using Federal STP funding. Perform ROW survey, research and prepare all necessary plans for land acquisition (assume 5' clear). Assist the County with minor bidding and construction questions as necessary. Plan for Fall 2023 letting.

Project Data

Client: Mazon Co
Route: TR 1
Section No.: 20-0125-00-BR
Structure #: 003-3064 (E-064)

Item	Quantity	Unit	Price	Amount	% of Total	Notes
01 Hydraulic Overlay	1	Sq Yd	100.00	100.00	0.02	
02 Reconstruct Overlay	1	Sq Yd	100.00	100.00	0.02	
03 Bridge Overlay	1	Sq Yd	100.00	100.00	0.02	
04 Labor Hours Submitted	24	Hours	1,650.00	4,680.00	0.63	
05 Labor Costs Submitted	1	Cost	4,680.00	4,680.00	0.63	
Total Estimated Cost				\$ 752,860.00		

**Macon County Board Resolution Approving and
Appropriating Additional Funds for a Design Engineering
Agreement for a Road Improvement Project on
CH 7 Baltimore Avenue Road**

RESOLUTION NO. H-2265-11-21

WHEREAS, the additional funds need to be approved and appropriated for a Design Engineering Agreement with Chastain & Associates LLC for the CH 7 Baltimore Avenue Road Improvement Project, Section 11-00242-00-PV.

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 Five Thousand Dollars and No Cents (\$5,000.00) from County Highway Line Item # 030-000-9007 (FY 22) 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, 2022, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 10th day of November 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



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA - DATE OF AGREEMENT: 9/13/21 JOB NO.: 5768.01

PROJECT NAME: Baltimore Ave. Improvements/Bike Accommodations

START DATE: 9/20/21 ESTIMATED COMPLETION DATE: 10/22/21

LOCATION: Baltimore Ave. from Lost Bridge Rd. to Fitzgerald Rd.

CLIENT: Macon County Highway Department

CLIENT CONTACT: Mr. Bruce Bird, PE

BILLING ADDRESS: 2405 N. Woodford St., Decatur, IL 62526

CLIENT PHONE #: 217-424-1404

SCOPE OF SERVICES- Supplement 01 - Provide preliminary construction cost estimate for a proposed trunk storm sewer line along Baltimore Ave. Estimate to be used for determining inclusion of storm sewer construction as part of the south segment of the subject roadway improvement. See Attachment A for additional details, which shall be included as part of this Agreement.

FEE BASIS - Lump Sum Amount \$5,000
 Estimated Cost (figured on time and materials basis)

CONDITIONS - THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE ATTACHED PAGE TITLED "TERMS AND CONDITIONS" AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.

ACCEPTANCE - THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE CLIENT OR DULY AUTHORIZED AGENT OF THE CLIENT, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE FEE BASIS.

DATE _____

CLIENT _____

BY _____

TITLE _____

CHASTAIN & ASSOCIATES LLC

DATE 9/13/2021

BY *Jeremy Bussing*

Title Member

Mailing Address: 5 N. Country Club Rd., Decatur, IL 62521

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC, (Consultant). Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

AMENDMENTS

This Agreement may be amended only in writing by both the Client and Consultant.

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is Invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as Interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.0 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of Invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES

Plans, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work.

ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.

Attachment A

#5768 Baltimore Ave. Improvements/Bike Accommodations - Supplement AS.01
South Segment – Lost Bridge to Fitzgerald (storm design from Lost Bridge to Fulton Ave.)
Engineering Cost Estimate for Construction of Storm Sewer
9/13/2021 Proposal

Scope of Services Items:

General: Prepare an updated cost estimate for a storm sewer trunk line that carries flow from north to south along Baltimore Ave. to alleviate City of Decatur drainage issues. The initial point of inflow will be at the intersection of Fulton Ave. and Baltimore. Outlet point will be at the southeast quadrant of the intersection of Lost Bridge Rd. and Baltimore Ave. The estimate will be provided to Macon County for review by the City of Decatur, at which point a decision will be made whether to move forward with Phase II design that will incorporate the trunk storm sewer into the Baltimore Ave. improvements.

Scope:

- **Prepare preliminary construction cost estimate of the storm sewers portion of the south section of the Baltimore Avenue project. Plans were prepared using a 10yr design year but the design-only was updated to the 50yr per the request of the City. The cost estimate will be prepared using the 10yr design plans (slopes, inlet locations, etc) but will utilize the 50yr storm sewer pipe sizes. Should the City and County agree to pursue the storm sewer improvements on this project based on this preliminary cost estimate, work to update the plans to the 50yr as well as investigate the south outlet location change will be performed in future supplements.**
- **Limited coordination for submittal to City of Decatur.**

The expected Letting date for the portion of the Baltimore Ave. improvements between Lost Bridge Rd. and Fitzgerald Rd. is tentatively scheduled for June 2023. To maintain the proposed schedule, the City of Decatur will need to make a decision regarding inclusion of the trunk storm sewer in the project and provide Phase I design information for tie-in storm sewers by the end of January 2022. A tentative project schedule is attached.

Schedule - Internal Tasks
 Baltimore Ave. - Lost Bridge Rd. to Fitzgibbon rd. + Design of Entire Trunk Storm Sewer Line from Lost Bridge to Fulton

Task	Submittal	Task Completed	Engineering Scheduled Task	ROW Scheduled Task	Letting
Phase I					
SIS Design & Criteria Review					
Prelim. Plans/SIS Ext. Design/Estimate					
SIS Phase I Submittal					
City of Decatur Review/Coordination/Decision					
Prepare and Submit ESR					
Phase I Roadway Plans/PDR Development					
Draft PDR					
Final PDR					
Phase II					
Phase II Design/Quantities					
Pre-Final Plans					
Preparation of ROW Documents					
ROW Negotiation					
ROW Clear/Cert.					
Expected Environmental Clearance					
QA/QC/Pickup					
Submit Final PS&E					
Construction Letting					

Macon County Board Resolution Approving and Appropriating Funds for a Design Engineering Agreement on a Culvert Replacement Project on CH 34 Walker Road

RESOLUTION NO. H-2266-11-21

WHEREAS, the funds need to be approved and appropriated for a Design Engineering Agreement with Civil Design, Inc. for a Culvert Replacement Project on CH 34 Walker Road, Section 21-00313-00-DR.

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 Thirty-Eight Thousand Eight Hundred Two Dollars and No Cents (\$38,802.00) from County Bridge Line Item # 034-000-7730 (FY 22) 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, 2022, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 10th day of November 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 HIGHWAY DEPARTMENT

BRUCE H. BIRD, P.E. - COUNTY ENGINEER

**2405 N. WOODFORD STREET
DECATUR, IL 62526-4704
TELEPHONE 217-424-1404**

October 18, 2021

Ms. Maureen Kastl
Civil Design, Inc.
104 N. 2nd Street
Suite A
Effingham, IL 62401

Maureen:

The Macon County Highway Department asks that your firm prepare plans and documents for the following project:

Section 21-00313-00-DR
CH 34 Walker Road at Church St. over Drainage Ditch

This project will consist of removing and replacing the existing large CMP located on Walker Road approximately 6 miles east of Macon. The existing CMP runs on an angle under the intersection with Church Street, and we ask that it be replaced with a concrete box culvert. We would ask that you propose a Not To Exceed amount to develop a set of plans and specifications for bid documents for this task. Since the source of construction funding is Local Funds, state engineering agreement forms should be used for your submittal. We intend to have the project ready for letting in early 2023.

If you have any questions please call me at (217) 424-1404.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Bird", is written over a horizontal line.

Bruce Bird, P.E.
Macon County Engineer



Illinois Department of Transportation

Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Macon County Highway Department	Macon	21-00313-00-DR	
Project Number	Contact Name	Phone Number	Email
	Bruce Bird, P.E.	(217) 424-1404	bbird@highway.co.macon.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Walker Rd	CH 34	300 ft	N/A
Location Termini			<input type="button" value="Add Location"/>
			<input type="button" value="Remove Location"/>

Project Description

Phase I & II Engineering Services to replace the existing CH 34 (Walker Rd) at Church St. over Drainage Ditch structure.

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Civil Design, Inc.	Tyler Ziegler	(217) 340-0349	tziegler@civildesigninc.com
Address	City	State	Zip Code
104 N 2nd St., Suite A	Effingham	IL	62401

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Location Map
- Fee Estimate Worksheets
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed Improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES;

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate \$38,802.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Civil Design, Inc.	43-1743245	\$38,802.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$38,802.00
Total for all work		\$38,802.00
Add Subconsultant:		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By Date By Date

Name of Local Public Agency Local Public Agency Type Title

Clerk

(SEAL)

Executed by the ENGINEER:


Consultant (Firm) Name

Attest:

Civil Design, Inc.

By

Date



10-22-21

Title

Tyler Ziegler, PE, SE

By

Date



10-22-21

Title

Adam Bohnhoff, PE, SE

APPROVED:

Regional Engineer, Department of Transportation

Date

Local Public Agency

County

Section Number

Macon County Highway Department

Macon

21-00313-00-DR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
- b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed culvert plans.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d. Prepare Army Corps of Engineers Permit.
- e. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- f. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates.
- g. Furnish the LA with survey drafts in quadruplicate of right-of-way dedications and temporary construction easements and channel change agreements including prints of the corresponding plats and staking as required.
- h. Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets. This work does include a special waste assessment, but does not include a Preliminary Environmental Site Assessment, if needed.

Local Public Agency	County	Section Number
Macon County Highway Department	Macon	21-00313-00-DR

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed - Dec 2021
Letting - FY 2023

Local Public Agency

County

Section Number

Macon County Highway Department

Macon

21-00313-00-DR

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Local Public Agency	County	Section Number
Macon County Highway Department	Macon	21-00313-00-DR

Exhibit D

Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Macon County Board Resolution Approving and
Appropriating Funds to Increase County Highway
Line Item 030-000-9007-000**

RESOLUTION NO. H-2267-11-21

WHEREAS, the funds need to be approved and appropriated to increase County Highway Line Item 030-000-9007-000 to cover actual Project Costs; and

WHEREAS, this unforeseen circumstance has given rise to an emergency situation in that this opportunity for savings cannot be realized without amending of the budget; and

WHEREAS, the Transportation Committee considered this resolution on October 27, 2021, and the Finance Committee considered this resolution on November 1, 2021, and both committees recommended for approval to the County Board.

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 Thirty-Five Thousand Dollars and No Cents (\$335,000.00) from County Highway Line Item # 030-000-9007-000 (FY 21) to cover expenses for the County's share of the costs.

BE IT FURTHER RESOLVED that the FY 2021 Construction Projects budget is amended as follows:

030-000-9007-000 (Construction Projects)	INCREASE \$335,000.00
--	-----------------------

PRESENTED, PASSED, AND APPROVED this 10th day of November 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

Construction Projects

030-000-9007

Date	Description	Amount Disbursed	Balance
		Beginning Balance	\$ 550,000.00
12/14/20	SKS Engineers, LLC	\$ 542.38	\$ 549,457.62
01/06/21	Stark Excavating, Inc.	\$ 20,233.62	\$ 529,224.00
02/01/21	City of Decatur	\$ 3,831.17	\$ 525,392.83
03/17/21	Clevenger Contractors, Inc.	\$ 5,439.65	\$ 519,953.18
04/15/21	City of Decatur	\$ 30,000.00	\$ 489,953.18
04/27/21	Telescan, Inc.	\$ 500.00	\$ 489,453.18
05/10/21	SKS Engineers, LLC	\$ 772.76	\$ 488,680.42
05/25/21	Telescan, Inc.	\$ 1,000.00	\$ 487,680.42
05/26/21	City of Decatur	\$ 2,070.31	\$ 485,610.11
06/18/21	Transfer Funds to 030-000-9006 to Balance	\$ 10,000.00	\$ 475,610.11
06/21/21	SKS Engineers, LLC	\$ 236.50	\$ 475,373.61
06/23/21	SKS Engineers, LLC	\$ 1,091.76	\$ 474,281.85
07/20/21	Illinois Valley Paving, a Div. of U.C.M., Inc.	\$ 781,833.64	\$ (307,551.79)
07/21/21	SKS Engineers, LLC	\$ 678.57	\$ (308,230.36)
08/09/21	The Beckett Group	\$ 14,850.00	\$ (323,080.36)
08/26/21	SKS Engineers, LLC	\$ 1,210.01	\$ (324,290.37)
09/21/21	DeAngelo Brothers, LLC	\$ 5,570.00	\$ (329,860.37)
10/06/21	City of Decatur	\$ 1,174.47	\$ (331,034.84)
10/20/21	SKS Engineers, LLC	\$ 1,042.26	\$ (332,077.10)
End of Budget	Transfer Funds from 030-000- to Balance (\$)		
Total Spent		\$	882,077.10

**MACON COUNTY ORDINANCE
AMENDING CHAPTER 91 OF THE
MACON COUNTY CODE (FOOD
SANITATION ORDINANCE),
CREATING THE MACON COUNTY
MOBILE FOOD TRUCK
ORDINANCE, AND AMENDING THE
FOOD ESTABLISHMENT PERMIT
FEES**

Ordinance No. O-138-11-21

WHEREAS, the Macon County Board has previously adopted title IX, Chapter 91 of the Macon County Code, commonly known as the Food Sanitation Ordinance; and

WHEREAS, the Macon County Board of Health has recommended certain amendments to the Food Sanitation Ordinance related to seasonal permitting; and

WHEREAS, the Macon County Board of Health has also recommended the adoption of a new Mobile Food Truck Ordinance to deal with the increasing popularity of mobile food trucks and the unique permitting and inspection issues such facilities generate; and

WHEREAS, the Macon County Board of Health has also recommended the modification of certain food establishment permit fees in conjunction with its other recommendations; and

WHEREAS, the Siting, Rules and Ordinance sub-committee reviewed the recommendations of the Board of Health and voted to recommend final adoption by the County Board; and

WHEREAS, the proposed changes are attached hereto as Exhibit A (amendments to the Food Sanitation Ordinance), Exhibit B (new Mobile Food Truck Ordinance), and Exhibit C (amendments to permit fees), which are incorporated by reference herein.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Macon, State of Illinois, that the Macon County Code is hereby amended as reflected in the attached Exhibits A, B, and C.

BE IT FURTHER ORDAINED that this Ordinance shall take effect on January 1, 2022.

BE IT FURTHER ORDAINED that the changes made by this Ordinance to the Macon County Code shall be edited by the County's codification vendor to conform to the general codification scheme of the Macon County Code, provided that no alterations substantively change the meaning of the text of this Ordinance.

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

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Changes to the Macon County Food Sanitation Ordinance for Mobile Food Unit Ordinance

Section 91.06

- Remove "Seasonal Permit" definition
- Add Mobile Food Unit definition
 - o Mobile Food Unit- Annually licensed food units that is a readily movable vehicle (on wheels) that is self-propelled (driven) or can be pulled or pushed down a sidewalk or street. Designed for service of food from the interior of the unit. Cannot sit at one physical address for more than one (1) week without a variance being issued by the Health Authority.

Section 91.22

- Remove B (4) (a) and (b)
- Replace with:
 - o Mobile Food Unit are permits issued annually to food units that meet the criteria set forth in the Macon County Mobile Food Unit Ordinance.

Section 91.65

- Add language:
 - o ...sections in this chapter. Temporary food establishments shall also meet the criteria set forth in the Illinois Department of Public Health's Food Code, Section 750.300.

MACON COUNTY MOBILE FOOD UNIT ORDINANCE

Whereas the Macon County Board, having received be considered a recommendation of the Board of Health of Macon County, deems it desirable and necessary to conduct a comprehensive retail food protection program to protect the citizens of Macon County from contracting foodborne diseases and to prevent disease transmission.

Section 1: Purpose

The purpose of this Ordinance is to prevent foodborne illnesses, to promote safe food handling and hygienic practices, and to protect consumers.

Section 2: Scope

This Ordinance provides requirements for the issuance; suspension and revocation of permits; inspections; review of plans; prohibiting the sale of unsound or mislabeled food; employee restrictions; and enforcement of this Ordinance by the Macon County Health Department. Definitions and standards for management, personnel, food operations, equipment, and facilities are also included in this Ordinance.

Section 3: Application

This Ordinance applies to those mobile food units that are required to have permits that are issued by the Health Authority, as set forth herein.

Section 4: Adoptions by Reference

The provisions set forth in the 77 Illinois Administrative Code 750, and the rules and laws incorporated therein, as now in force or as may hereafter be revised or amended, are hereby adopted by reference and incorporated herein.

In addition, food establishments are also subject to all other applicable ordinances of the Health Authority, such as the Macon County Food Sanitation Ordinance.

Section 5: Public Health Protection

The Health Authority shall promote its underlying purpose of safeguarding public health and ensuring that food is safe, unadulterated, and honestly presented when offered to the consumer.

Section 6: Definitions

In addition to the definitions contained in the laws, rules, and regulations referenced in Section 4, the following definitions shall apply in the interpretation and enforcement of this Ordinance.

ADULTERATED: The condition of any food:

1. if it bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health;
2. if it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulation or in excess of such tolerance if one has been established;
3. if it consists in whole or part of any filthy, putrid, or decomposed substance or if it is otherwise unfit for human consumption;
4. if it has been processed, prepared, packed, or held under insanitary conditions whereby it may have been contaminated with filth or whereby it may have been rendered injurious to health;
5. if it is whole or part the product of a diseased animal or animal which has died otherwise by slaughter;
or
6. if its containers are composed in whole or part of any poisonous or deleterious substance which may render the contents injurious to health.

APPLICANT: Any person making application to the Health Authority for a permit.

APPROVED: Accepted by the Health Authority based on its determination as to conformance with principles, practices, and generally recognized standards that protect public health.

AUTHORIZED REPRESENTATIVE: Those persons designated by the Health Authority to enforce the provisions of this Ordinance.

BOARD: The Macon County Board of Health.

BUSINESS DAYS: Monday through Friday from 8:00 am to 4:00 pm, excluding holidays.

CEASE AND DESIST ORDER: A written order issued by the Health Authority which directs the responsible person to immediately stop doing or allowing a specific action to occur. A cease and desist order may or may not include a direction to completely cease operations at a facility. A cease and desist order may include a timeframe to achieve compliance if there is not an imminent health hazard to public health and safety.

CERTIFIED FOOD PROTECTION MANAGER: An individual who has completed a minimum of 8 hours of an Illinois Department of Public Health-approved training program for food service sanitation manger certification, inclusive of the examination, and received a passing score on the examination set by the certification exam provider accredited under standards developed and adopted by the Conference for Food Protection or its successor organization, shall be considered to be a certified food service sanitation manager, and maintains a valid certificate.

CODE or FOOD CODE: The administrative rules adopted by the Illinois Department of Public Health pertaining to food establishments. Found at 77 Illinois Administrative Code 750.

COMMISSARY: A licensed food establishment used for preparing, fabricating, packaging, and storage of food or food products for distribution and sale through the food establishment's own food establishment outlets.

EMPLOYEE: Includes the permit holder, person in charge, a food employee, a person having supervisory or management duties, a person on the payroll, a family member, a volunteer, a person performing work under contractual agreement, or other person working in a food establishment.

FOOD: Any raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.

FOOD HANDLER / FOOD EMPLOYEE: An individual working with unpackaged food, food equipment or utensils, or food contact surfaces. Does not include unpaid volunteers in a food establishment, whether permanent or temporary.

FOOD PREPARATION: The handling, processing, and/or serving of foods.

HAZARD ANALYSIS and CRITICAL CONTROL POINT (HACCP): A systematic approach to identifying, evaluating, and controlling food safety hazards. Food safety hazards are biological, chemical, or physical agents that are reasonably likely to cause illness or injury in the absence of their control.

HEALTH AUTHORITY: The Public Health Administrator of the Macon County Health Department or his/her authorized representative.

HEALTH DEPARTMENT: The Macon County Health Department.

HOLD ORDER/EMBARGO: An order issued by the Health Authority that acts as a temporary isolation or quarantine of food or equipment that the Health Authority believes, or has reason to believe, is in violation of this Ordinance.

HOME BASE OF OPERATION: Where the licensed mobile unit will be stored when not in operation.

IMMINENT HEALTH HAZARD: Significant threat or danger to health that exists when there is sufficient evidence to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury.

MOBILE FOOD UNIT: Annually licensed food establishment that is a readily movable vehicle (on wheels) that is self-propelled (driven) or can be pulled or pushed down a sidewalk or street. Designed for service of food from the interior of the unit. Cannot sit at one physical address for more than one (1) week without a variance being issued by the Health Authority.

PERMIT: The document issued by the Regulatory Authority that authorizes a person to operate a food establishment.

PERSON: An association, corporation, individual, partnership, other legal entity, government, or government subdivision or agency.

PERSON IN CHARGE: The individual present at a food establishment who is responsible for the operation at the time of inspection.

PLAN REVIEW: An evaluation process conducted by the Health Authority to determine whether minimum standards are met for sanitary design, facility layout, operational and product flow, menu processes and food handling procedures, construction, operation and maintenance of a food establishment and its premises.

PREMISES: The physical structure, its contents, and the contiguous land or property under the control of the permit holder.

PUBLIC EVENT: Any event open to the public where food is prepared or served. An event open to the public that is advertised with fliers, banners, newspaper articles, radio or television announcements, internet postings, social media, or by other means is a public event and subject to regulation under this Ordinance. Any event that is not a public event shall be treated as private. The determination of whether an event shall be regulated as a public event is at the sole discretion of the Health Authority.

PUSHCART: A non-self-propelled vehicle food establishment limited to serving non-potentially hazardous foods or commissary wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters.

TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: (Formerly known as potentially hazardous foods.) A food that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

WHOLESOME: In sound condition, clean, free from adulteration or contamination, and otherwise suitable for human consumption.

Section 7: Administration

7.1 General Permit Requirements

It shall be unlawful for any person to operate a mobile food unit within the jurisdiction of Macon County who does not possess a valid permit issued to that person. Only a person who complies with the requirement of this Ordinance shall be entitled to receive and retain such a permit.

Permits shall not be transferrable from person to person; permits shall not be applicable to any location, building, or place other than that for which the permit was originally issued.

Changes may occur after a food establishment is permitted. Changes that invalidate a permit include change of ownership of the permit holder, a change in the physical location of the establishment, a change in the type of operation, a change in menu that requires the addition of equipment and/or structural modifications of the food establishment, a change in menu that requires a food preparation process that was not contemplated when the permit was issued, or a change in menu where animal meat is to be served raw or undercooked.

The Health Authority must be notified within thirty (30) days of any change of information on the permit application, or the permit holder will be subject to prosecution pursuant to Section 91.20 of the Macon County Food Sanitation Ordinance. Additionally, a permit may be subject to suspension or revocation pursuant to Section 91.25 and/or 91.26 of the Macon County Food Sanitation Ordinance.

The Health Authority shall solely determine if a change invalidates a valid permit.

7.2 Permit Categories

The Health Authority shall assess the risks of a foodborne illness for every mobile food unit operating within Macon County. The Health Authority shall use this assessment in classifying a mobile food unit for purposes of a category.

The Health Authority shall apply the criteria in the Illinois Food Service Sanitation Code to determine the category for a mobile food unit. If a health hazard will not result from reclassification or if reclassification will provide better protection for the public, the Health Authority may reclassify a mobile food unit based on inspection history; the number, frequency and severity of violations; and corrective action. The basis for this decision shall be documented, and a copy will be retained in the food establishment's file.

1. "Category 1" means a mobile food unit that presents a high relative risk of causing a foodborne illness based upon the large number of food handling operations typically implicated in foodborne outbreaks and/or the type of population served by the facility.
 - a. These mobile food units MUST have a commissary on files demonstrating means of cooling and reheating.
2. "Category 2" means a mobile food unit that presents a moderate relative risk of causing foodborne illness based upon few handling operations typically implicated in foodborne illness outbreaks.
3. "Category 3" means a mobile food unit that presents a low relative risk of causing a foodborne illness based upon few or no food handling operations typically implicated in foodborne illness outbreaks.

These license categories are not meant to imply that any given establishment is more or less safe than others. The criteria in the Illinois Food Service Sanitation Code shall be utilized to determine risk.

7.3 Permit Posting

Every mobile food unit shall prominently and conspicuously post a valid permit for public view.

7.4 Issuance

Any person desiring to operate a mobile food unit or to renew an expired permit Macon County shall make written application for a permit on forms provided by the Macon County Health Department, accompanied by a permit fee in an amount set forth by the Macon County Board of Health.

1. **When Plans are Required:** A permit applicant or permit holder shall submit to the Health Authority properly prepared plans and specifications for review and approval before any of the following can occur:
 - a. The construction of a mobile food unit;
 - b. A change of type of food operation if the Health Authority determines that plans and specifications are necessary to ensure compliance with this Ordinance.
 - c. Change of Ownership
2. **Application for Permit:** After approval of the plans proposed for the permit by a food establishment, the Health Authority shall conduct an inspection of the premises. If the Health Authority finds that the mobile food unit is in compliance with the provisions of this Ordinance, and upon receipt of a completed application, and associated fee, the Health Authority shall issue a permit authorizing the mobile food unit to operate.
3. **Annual Renewal of Permits:** For continued operation of the mobile food unit, annual renewal of the permit is required. Any permit holder desiring to renew a permit shall apply on the renewal forms provided by the Macon County Health Department and pay all money due. A renewal permit is not renewable if the permit holder has failed to remit outstanding fines owed to the Macon County Health Department, a local agency, or by a court.
 - a. Any permit holder who has not paid their annual fee for their annual renewal of permit by January 1 of the renewal year shall be considered to be operating a mobile food service unit without a valid permit. A late penalty fee of \$50 shall be assessed for permit renewal payments received after January 1 of the permit renewal year. The late penalty shall be increased to \$100 for payments received after January 15 of the permit renewal year. Any mobile food unit operating on or after February 1 of the renewal year without a renewed, valid permit shall discontinue operation or be subject to prosecution pursuant to Section 11 of the Macon County Food Sanitation Ordinance. The late fee penalty beginning February 1 shall be increased to \$200.
 - b. All permits shall be automatically suspended should the permit holder cease operation of the mobile food unit for thirty (30) consecutive days or longer if the Health Authority is not given written notice prior to the cessation of operation.
 - c. The Health Authority will assess an additional fee, in an amount set by the Macon County Board of Health, for expedited processing of permit and renewal applications.
4. **Denial of Application of Permits:** If an application for a permit to operate is denied, the Health Authority shall provide the application with a written notice that includes:
 - a. The specific reasons and code citations for the permit denial; and
 - b. The actions, if any, that the applicant must take to qualify for a permit.
5. No mobile food unit shall be located within 200 feet of a permanent (i.e.- brick and mortar) facility, unless both facilities are owned by the same person.
6. Mobile food unit hours shall be limited to operational hours of 7 a.m. to 10 p.m.
7. Any documentation provided to the City of Decatur must be provided to the Health Authority.
8. A list of proposed locations and hours of operation for each location.

7.5 Fees

Pursuant to the Counties Code, 55 ILCS 5/5-1115, the Macon County Board of Health shall establish fees and amounts that are reasonable and necessary to provide the services and required activities of the Health Department

in enforcing this Ordinance. A fee schedule shall be forwarded to the County Board for approval and may not be increased without the approval of the County Board.

All fees are non-refundable and non-transferrable.

7.6 Plan Reviews

No mobile food unit shall be constructed, remodeled, or converted except in accordance with plans and specifications approved by the Health Authority.

1. Plan review: The Health Authority shall conduct a plan review whenever a food establishment:
 - a. Is newly constructed or remodeled;
 - b. Undergoes change of ownership.
2. The Health Authority shall advise the mobile food unit within fourteen (14) business days of the Health Authority's receipt of plans with specifications that they are approved or that specified revisions must be made.
 - a. An opening inspection cannot be requested until final approval of construction has been given.
3. The Health Authority, at its sole discretion, may waive a plan review based on the information provided in the application for a new permit.

7.7 Construction

The requirements below will be required for all mobile food units in Macon County. Certain requirements may be waived at the discretion of the Health Department in cases where no potential hazard would result. Such waivers will be considered on a case by case basis. Any mobile food unit not meeting these requirements, shall be limited to prepackaged products only.

1. Exterior surfaces shall be constructed of weather resistant materials.
2. Windows, doors, and vents shall be protected by:
 - a. Mesh screens,
 - b. Properly designed and installed air curtains, or
 - c. Other effective means approved by the Health Department.
3. Indoor floor, walls, and ceiling construction shall be smooth, nonabsorbent, and easily cleanable.
4. Food contact surfaces shall be smooth, and free of breaks, open seams, cracks, chips, pits, and similar imperfections. They shall be constructed with safe, durable, corrosion-resistant, and nonabsorbent materials.
5. Non-food contact surfaces shall be free of unnecessary ledges, projections, and crevices. These should also be designed and constructed to allow for easy cleaning.
6. Manual ware washing sinks shall meet the following requirements:
 - a. A 3-compartment sink shall be provided for washing, rinsing, and sanitizing equipment and utensils.
 - b. A 3-compartment sink shall be required that meets NSF or equivalent approval, with sink compartments large enough to immerse at least half of the largest piece of equipment or utensil.
 - c. The sink system shall be made of equipment and materials intended for the use of ware washing. The sink system shall be designed and installed so the ware washing of utensils cannot be contaminated by hand washing.
7. A separate hand sink, and sufficient in number, shall be required. It must always be readily accessible and used for no other purpose. Distance or a partition shall separate the hand sink from the 3-

compartment sink and food contact surfaces/equipment. Sink shall be installed so that hand washing cannot contaminate utensil washing. Soap and paper towel must always be available.

8. Lighting shall be shielded.
9. Outer doors shall be self-closing and tight fitting.
10. Carpeting shall not be allowed.
11. Ventilation hood systems shall be easily cleanable. Fire suppression systems may be required.
12. Equipment for cooling and heating food, and holding hot and cold food, shall meet NSF or equivalent approval and be sufficient in number and capacity for the operation.
 - a. Residential cooling units will not be permitted.
13. Equipment shall be spaced or sealed to allow for easy cleaning.
14. Wood shall not be used as a food contact surfaces.
15. All equipment must be commercial grade equipment. No residential equipment will be allowed.
16. A Class K fire extinguisher must always be present.
17. Surfaces and barriers for any equipment outside (i.e.- smokers, grills, etc.) must be approved.
 - a. These items must be a minimum of 10 feet from the mobile food unit.
 - b. These items must have a physical barrier around them.

Water, Plumbing, and Wastewater Systems

1. Water used shall come from an approved source.
2. The water source and system shall be of sufficient capacity to meet the water demands of the mobile food unit.
3. A potable water tank shall be designed so that water can be flushed and in a way that permits complete drainage of the tank.
4. A minimum of at least 10 gallons capacity shall be required.
 - a. Water tanks must be fixed to the mobile food unit.
5. Water under pressure shall be provided to all fixtures, equipment, and non-food equipment that are required to use water.
6. Hot water generation and distribution systems shall be sufficient to meet the peak hot water demands.
7. Only food grade hoses shall be used to fill or transfer drinking water to or within a mobile food unit.
 - a. Hose ends must be capped, connected, or otherwise fully protected when not in use.
8. Water systems must be flushed and disinfected prior to use if the mobile food unit is not in daily use.
9. A mobile food unit must have a wastewater tank.
10. The wastewater tank must be 15% larger than the clean water tank.
11. Liquid waste must be discharged from the retention tank to an approved sewage disposal system and flushed as often as necessary to maintain sanitary conditions.
 - a. Waste tanks shall be fixed to the unit.
 - b. Discharge onto the surface of the ground, or into storm sewers, is strictly prohibited.
 - c. A list of approved disposal site that will be used may be asked for.

Storage and Preparation

1. No food that is sold or served from a mobile food unit may be stored or prepared in a residential home.
2. All food must be from an approved source.
3. Packaged foods shall be labeled appropriately.
4. Food packages shall be in good condition and protect the integrity of the contents so that the food is not exposed to adulteration and potential contaminants.

Commissary

1. All foods and single service articles must be stored at an approved, permitted commissary. The owner of the commissary must send an agreement letter to the Health Department.
 - a. It is at the discretion of the Health Department if a facility is adequate to act as a commissary.
2. No foods may be cooled and reheated for next day consumption without a commissary.

3. If a mobile food unit wishes to operate without reporting to a commissary daily, all items that would be used at the commissary must be on the unit including, but not limited to: mop sink, food preparation sinks, 3-compartment sink, adequate cooking equipment and storage, and the cooling and reheating of foods will be prohibited.

7.8 Pre-Operational Inspections

Prior to the issuance, or reinstatement, of a permit to operate, every mobile food unit shall be inspected by or obtain approval from the Health Authority before beginning or resuming operations in order to determine compliance with approved plans, specifications, corrective actions, and the requirements of this Ordinance and the Macon County Food Sanitation Ordinance.

7.9 Permit Suspension

If at any time the Health Authority determines that a permit holder or operator is not in compliance with the provisions of this Ordinance and/or the Macon County Food Sanitation Ordinance, the Health Authority shall issue a notice to the permit holder or operator. The notice shall state the nature of the violation and a reasonable timeframe in which corrective action must be taken.

Whenever a permit holder has failed to comply with any notice issued under the provisions of this Ordinance and/or the Macon County Food Sanitation Ordinance, the Health Authority may serve the permit holder or operator with a notice stating that the permit is suspended and operations are to cease immediately or as otherwise ordered by the Health Authority.

Notwithstanding the other provisions of this Ordinance, whenever the Health Authority finds unsanitary or other conditions in the operation of a mobile food unit, which in the Health Authority's judgment, constitutes a substantial hazard to public health, it may, without warning, notice, or hearing, issue a written notice to the permit holder or operator citing such condition, specifying the corrective action to be taken, and stating that the permit is immediately suspended.

Any person to whom such an order is issued shall comply immediately therewith, but upon written petition to the Health Authority, shall be afforded a hearing as soon as possible. Hearing information can be found in the Macon County Food Sanitation Ordinance Section 91.25.

A permit holder whose permit has been suspended may at any time during the suspension of said permit make a signed, written request for an inspection for the purpose of the reinstatement of the permit, stating how the conditions leading up to the suspension were corrected. Within 24 hours following receipt of said written request, the Health Authority shall inspect the premises, and shall reinstate the permit if the permit holder is in compliance with this Ordinance.

A fee set forth by the Macon County Board of Health for permit reinstatement shall be applied to all mobile food units required to cease food service operations. The reinstatement fee shall be paid in full to the Health Authority prior to resuming operations.

Two suspensions during a period of twelve (12) consecutive months shall constitute grounds for revocation of a permit.

7.10 Permit Revocation

The Health Authority may permanently revoke a permit for serious or repeated violations of this Ordinance and/or the Macon County Food Sanitation Ordinance, or for interference with the Health Authority in the performance of

its duties. The Health Authority shall notify the permit holder of its intent to revoke the permit, stating the reason for the action and that the permit shall be revoked at the end of five (5) business days following the serving of the notice. Said revocation shall remain valid pending a hearing request submitted by the permit holder in writing to the Health Authority within the five (5) day period.

Section 8: Inspections

8.1 Frequency

At a minimum, the Health Authority shall inspect each mobile food unit within the jurisdiction of the Macon County Health Department as determined in 77 Illinois Administrative Code 615.310.

All categories and types of mobile food unit shall be inspected as many times as the Health Authority deems necessary.

Nothing in this Section shall prohibit the Health Authority from conducting investigations or inspections of a special or emergency nature, or routine inspections, at the request of Illinois Department of Public Health.

8.2 Right of Entry

The Health Authority shall have the right to enter any mobile food unit at any reasonable time for the purpose of conducting inspections to determine compliance with this Ordinance and the Macon County Food Sanitation Ordinance. The Health Authority shall properly identify themselves prior to initiating an inspection.

8.3 Refusal of Entry

If a person denies access to the Health Authority, the Health Authority shall inform the person that:

1. The permit holder is required to allow access to the Health Authority;
2. Access is a condition of acceptance and retention of a permit to operate; and
3. If access is denied, the Health Authority will take such legal action as required.

If the person in charge denies the Health Authority access to a permitted mobile food unit pursuant to 8.2 of this Ordinance, the Health Authority may gain access in a manner provided by law. In addition, the Health Authority may issue a cease and desist order, or seek a temporary restraining order, or other relief, to cease the mobile food unit operations until the inspection is conducted.

8.4 Examination of Records

The Health Authority may examine the records of a mobile food unit to obtain information including, but not limited to, food and supplies purchased, food and food supplies received, and persons employed in such establishments.

8.5 Inspection Report

Whenever an inspection of a mobile food unit is conducted to determine compliance with the Ordinance, the findings shall be recorded on the inspection report form provided by the Health Authority.

The inspection report form shall constitute a legal notice of violations of this Ordinance.

One (1) copy of the inspection report shall be furnished to the operator or person in charge of the food establishment and a copy of the inspection report will be available in the food establishment's file at the Health Authority.

The inspection report is a public document, subject to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.).

8.6 Determining the Status of the Food Service Establishment

At the conclusion of the inspection, the status of the mobile food unit shall be determined, and it shall be placed into one of the following categories:

1. **No Follow-Up Required:** No uncorrected priority or priority foundation violations exist. Core violations may exist, but the quantity does not warrant enforcement review. A limited number of repeat violations may have been observed during the inspection.
2. **Follow-Up Required:** A follow-up visit shall be completed at a date noted on the report to verify the timely correction of the outstanding priority or priority foundation violations.
3. **Enforcement Action Required:** Violations observed during the routine inspection warrant further review or enforcement action by the Health Authority. Enforcement action may include, but is not limited to, a follow-up inspection, a warning letter from the Health Authority, a scheduled formal hearing, a completed long-term plan of action by the permit holder, or the immediate suspension of food operations.
4. **Closure:** Immediate closure of the mobile food unit will occur if an imminent health hazard exists to the public health.

It is at the discretion of the Health Authority to establish the severity of enforcement protocol based upon observations and violations noted during the inspection.

8.7 Correction of Violations

The Health Authority shall establish a specific and reasonable time for the correction of observed violations. The permit holder shall correct the violations within the period specified in accordance with the following provisions:

1. **Core Violations:** Must be corrected in a time frame agreed upon by the Health Authority but no later than the next routine inspection.
2. **Priority Foundation Violations:** Must be corrected immediately, within 5 business days of inspection, or other specified time frame designated by the Health Authority.
3. **Priority Violations:** Must be corrected immediately, within forty-eight (48) hours, or other specified time frame designated by the Health Authority.

A mobile food unit may be required under the provisions of this Ordinance to cease all or a portion of its operations. A mobile food unit shall not resume operations until such time as the Health Authority grants authorization to resume operations.

Approval of a compliance schedule that extends beyond the time limits specified under this Section may be approved by the Health Authority so long as no imminent public health hazard exists or may result from the extension of the compliance schedule.

For any follow-up inspections due to priority violations, a fee set forth by the Macon County Board of Health will be assessed.

Failure to comply with any time limits for correction will require the permit holder to immediately cease operations at the mobile food unit. Whenever a permit holder is required under the provisions of this Section to cease operations, the permit holder shall not resume operations until such time that a follow-up inspection has been made

and the Health Authority confirms that the conditions responsible for the cessation of operations no longer exist. Receipts indicating work completed as well as pictures or videos showing correction may be used as documentation of correction. Provisions from Section 7.9 of this Ordinance must be followed to request a follow-up inspection.

If an imminent health hazard exists, the mobile food unit shall immediately cease food preparation operations until such hazard is corrected, and the Health Authority grants authorization to resume operations.

8.8 Refusal to Sign

If the person in charge refuses to sign an acknowledgment of receipt of an inspection report, the Health Authority shall inform the person who declines to sign the acknowledgement that:

1. Acknowledgement of receipt does not indicate agreement with the inspection findings;
2. Refusal to sign an acknowledgement of receipt will not affect the permit holder's obligation to correct the violation(s) noted in the inspection report within the timeframes specified; and
3. A refusal to sign an acknowledgement of receipt will be noted on the inspection report.

8.9 Imminent Health Hazard

A permit holder shall immediately discontinue operations and must notify the Health Authority if an imminent health hazard may exist because of an emergency including, but not limited to, fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross unsanitary occurrence or condition, disease transmission from an employee, or other circumstances that may endanger public health.

8.10 When Disease Transmission is Suspected

When the Health Authority has reasonable cause to suspect a possibility of disease transmission from any mobile food unit employee, it shall secure a morbidity history of the suspected employee or make any other inspection or investigation as may be necessary and take appropriate action. The Health Authority may require any or all of the following measures:

1. Immediate exclusion of the employee from the mobile food unit;
2. Immediate closure of the mobile food unit concerned until in the opinion of the Health Authority, no further danger of disease outbreak exists;
3. Restriction of employee's services to some area of the mobile food unit where there will be no danger of transmitting disease; or
4. Adequate medical and laboratory examinations of the employee(s) and of his/her/their bodily discharges.

8.11 Food Handler and Certified Food Manager Classes

All mobile food units shall always have at least one person onsite that holds a Certified Food Protection Manager certification.

The Health Authority may order any food handler to attend certified food manager or food handler training course, when in the judgment of the Health Authority, the work habits of said food handler constitute a hazard to public health. The Health Authority may impose a time period for the completion of the training.

Someone in the mobile food unit must be in charge during all hours of operation. This person is responsible for knowing the food sanitation rules and procedures within the unit. The Person-In-Charge (PIC) is required to demonstrate knowledge of rules applicable to the food service operation. The person in charge shall ensure that workers are effectively cleaning their hands, that potentially hazardous food is adequately cooked and held, and that all multiuse equipment or utensils are adequately washed, rinsed, and sanitized.

8.12 Variances

The Health Authority may grant a variance by modifying or waiving the requirements of this chapter, if in the opinion of the Health Authority, a public health hazard or nuisance will not result from the issuance of the variance. If a variance is granted, the Health Authority shall retain all pertinent information in the food establishment's file. A variance is non-transferable between owners.

Variances can be applied for by following the steps listed in Section 91.52 of the Macon County Food Sanitation Ordinance.

8.13 Hazard Analysis Critical Control Point Plan (HACCP)

As required in the Food Code, or before engaging in food preparation that requires a HACCP plan, a permit holder or person in charge shall submit to the Health Authority for approval a properly prepared HACCP plan.

Contents of a HACCP Plan shall include:

1. A categorization of the types of time/temperature control for safety foods that are specified in the menu such as soups and sauces, salads, and bulk, solid foods such as meat roasts, or of other foods that are specified by the Health Authority.
2. A flow diagram by specific food or category of food type indentifying critical control points and providing information on the following:
 - a. Ingredients, materials, and equipment used in the preparation of that food;
 - b. Formulations or recipes that delineate methods and procedural control measures that address the food safety concerns involved;
 - c. Food employee and supervisory training plan that addresses the food safety concerns involved;
 - d. A statement of operating procedures for the plan under consideration including clearly identifying:
 - i. Each critical control point;
 - ii. The critical limits for each critical control point;
 - iii. The method and frequency for monitoring and controlling each critical control point by the food employee designated by the person in charge;
 - iv. The method and frequency for the person in charge to routinely verify that the food employee is following standard operating procedures and monitoring critical control points;
 - v. Action to be taken by the person in charge if the critical limits for each critical control point are not met;
 - vi. Records to be maintained by the person in charge to demonstrate that the HACCP plan is properly operated and managed; and
 - e. Additional scientific data or other information, as required by the Health Authority, supporting determination of the food safety is not compromised by the proposal.

The HACCP plan and procedures that are submitted and approved shall be maintained and provided to the Health Authority, upon request. This includes all records that demonstrate compliance.

8.14 Menu Limitation

The Health Authority may determine that menu limitation at a food establishment is necessary for food safety. The food establishment will comply with any notice of menu limitation issued by the Health Authority.

8.15 Additional Requirements

If necessary, to protect against public health hazards or nuisances, the Health Authority may impose specific requirements in addition to the requirements contained in this Ordinance. The Health Authority shall document the conditions that necessitate the imposition of the additional requirements and the underlying public health rationale. The documentation shall be provided to the applicant or permit holder and shall be maintained by the Macon County Health Department in the food establishment's file.

Section 9: Service of Notice

Notices provided for under this Ordinance shall be deemed to have properly served when a copy of the inspection report form, or other notice, has been delivered personally to the permit holder or person in charge, sent by certified or registered mail, return receipt requested, to the last known address of the permit holder or person in charge, or prominently posted on the premises. A copy of such notice shall be filed with the records of the Health Authority.

Section 10: Enforcement

The Health Authority may seek administrative or judicial remedy to achieve compliance with the provisions of this Ordinance if a person operating a food establishment or employee:

1. Fails to obtain or have a valid permit to operate a food establishment;
2. Violates any term or condition of a permit;
3. Allows a priority item violation, or a priority foundation item violation, or a repeat violation to remain uncorrected beyond the timeframes for correction that was approved, directed, or ordered by the Health Authority;
4. Fails to comply with a Health Authority order concerning an employee suspected of having a disease transmissible through food by infected persons;
5. Fails to comply with a hold order;
6. Fails to comply with an order issued because of a hearing for an administrative remedy; or
7. Fails to comply with a summary suspension order issued by the Health Authority.

Section 11: Penalties

Any person who violates any provision of this Ordinance, or any rules and regulations adopted herein shall be punished by a fine of not more than \$500.00. In addition, therefore, such person may be enjoined from continuing such violations. Each day's violation constitutes a separate violation. The State's Attorney of Macon County shall bring such actions in the name of the County of Macon, Illinois, and may bring action for an injunction to restrain such violation, or to enjoin the operation of any such food establishment causing such violation.

The Health Authority shall not renew a food permit if a permit holder has failed to pay any outstanding fees or fines pursuant to the Health Authority's fee schedule or to any enforcement decision of the Health Authority or any levy imposed by a court of competent jurisdiction based upon a violation issued by the Health Authority. In addition, the Health Authority may revoke the current food permit of a permit holder if the permit holder has fees or fines that have been outstanding for more than 90 days. The Health Authority shall not renew and may revoke a food permit if the permit holder is subject to any active injunction related to this Ordinance.

Section 12: Repeal and Date Effect

This Ordinance shall be effective January 1, 2022. This Ordinance shall preempt and supersede any previous Ordinance with which it conflicts.

Section 13: Effect of Conflicting Law, Severability in Event of Partial Invalidity

The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional, that declaration shall not affect the part which remains.

**EXHIBIT
C**

	Class A- Cat 1	Class B- Cat 2	Class C- Cat 3	1st time w/ Surcharge	1st time w/ Surcharge (after 6/30)
Annual	\$600	\$400	\$200	\$800, \$525, \$275	\$600, \$400, \$200
Seasonal	\$300	\$250	\$200	\$500, \$400, \$325	\$350, \$275, \$225
New Mobile (2022)	\$550	\$350	\$200	\$700, \$500, \$275	\$550, \$350, \$200

*Seasonal- Can operate March 15 thru November 30 each year.

*New Mobile- Will be allowed to operate 12 months each year.

**MACON COUNTY BOARD RESOLUTION
APPROVING THE SECOND ADDENDUM
TO AMENDED AND RESTATED MULTIPLE
FACILITIES LEASE BETWEEN DECATUR
PUBLIC BUILDING COMMISSION AND
COUNTY OF MACON, ILLINOIS,
EFFECTIVE DECEMBER 1, 2021**

Resolution No. G-5339-11-21

WHEREAS, The County of Macon, Illinois (“County”), as lessee, and the Decatur Public Building Commission (“Commission”), as lessor, have previously executed and delivered: (i) Lease Agreement dated May 1, 1986, and supplemented with First Supplement to Lease Agreement dated September 1, 1991, and supplemented with Second Supplement to Lease Agreement, dated October 1, 1999 (collectively, the “1986 Lease”); (ii) Lease Agreement dated July 1, 1997 (the “1997 Lease”); and (iii) Multiple Facilities Lease Agreement dated June 1, 2005 and supplemented with Addenda dated February 2006, September 2007, October 2008, November 2009, December 2010, January 2012, and December 2016 (collectively, the “2005 Lease”); and

WHEREAS, the County and Commission agreed to renew, amend, and restate the 2005 Lease for an additional twenty (20) years with an Amended and Restated Multiple Facilities Lease Agreement to be effective December 1, 2017 (“2017 Lease”); and

WHEREAS, the County and Commission executed a First Addendum to Amended and Restated Multiple Facilities Lease Agreement “First Addendum” in October 2018; and

WHEREAS, the purpose of the First Addendum was to incorporate into the lease the payment of certain contractual costs related to a court record management system; and

WHEREAS, the contract that gave rise to the First Addendum was terminated at the request of the County Board in 2020; and

WHEREAS, the termination of said contract creates a need to modify the terms of the 2017 Lease, as amended by the First Addendum, to modify the County’s lease obligations to the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that:

1. The terms of the proposed Second Addendum to Amended and Restated Multiple Facilities Lease Agreement (“Second Addendum”), as well as Amended Exhibit D, which are attached hereto and incorporated by reference herein, are approved.
2. The Chair is hereby authorized to execute and deliver said Second Addendum for and in the name of the County of Macon, Illinois, and said Chair’s execution and delivery of such addendum and taking of such action shall constitute conclusive evidence of the approval of the terms of such addendum and amended exhibit D by this Board.

3. All prior resolutions of the Board, or any portions thereof in conflict or inconsistent with all or any portion of the foregoing resolutions, are hereby repealed to the extent of such conflict or inconsistency.

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

PRESENTED, PASSED, and APPROVED this 10th day of November, 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

**RESOLUTION
OF
DECATUR PUBLIC BUILDING COMMISSION**

NOVEMBER 4, 2021

**IN RE: SECOND ADDENDUM TO AMENDED AND RESTATED
MULTIPLE FACILITIES LEASE AGREEMENT**

RESOLUTION of the Commissioners (“Commissioners”) of the Decatur Public Building Commission, a Municipal corporation of the State of Illinois (“Commission”), as follows:

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

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

WHEREAS, the Amended Lease relates to and provides for the leasing by the County, as lessee, from the Commission, as lessor, the Macon County Multiple Facilities as described in Exhibit A to the Amended Lease (a “Facility” or “Facilities”); and

WHEREAS, the First Addendum relates to and provides for the addition of certain integrated software and related technology services, including Odyssey software provided by Tyler Technologies, Inc. (“Tyler”), to the Facilities, and provides for additional rents to be paid by County to Commission with respect thereto; and

WHEREAS, in accordance with the First Addendum, Commission did enter into a certain Software as a Service Agreement (“SaaS Agreement”) with Tyler for licensing and provision of

certain Odyssey software and related professional services (collectively, “the SaaS Services”) for use by County; and

WHEREAS, by County Resolution G-5165-07-20 of July 9, 2020, and by subsequent direction from County personnel empowered thereby, Commission was requested to terminate the SaaS Agreement pursuant to the no-fault termination provisions therein; and

WHEREAS, pursuant to Commission Resolution of July 24, 2020, on November 24, 2020, Commission did execute a certain Termination Agreement and Mutual Release with Tyler and County for termination of the SaaS Agreement and termination of Tyler’s provision of the SaaS Services thereunder; and

WHEREAS, as Commission no longer incurs the SaaS Fees and other charges payable Tyler pursuant to the now-terminated SaaS Agreement, and as County no longer desires the SaaS Services be provided as part of the Facilities, County and Commission desire to accordingly amend the terms of the Amended Lease and First Addendum.

NOW, THEREFORE, Be It Resolved by the Commissioners:

1. The terms of the Amended Lease and First Addendum shall be further amended to remove the SaaS Services from those Facilities provided by Commission to County, and to accordingly adjust the rent due Commission thereunder, in accordance with the terms set forth on the form of Second Addendum to Amended and Restated Multiple Facilities Lease Agreement attached hereto, which are incorporated herein by reference.

2. Mark J. Cheviron, as Commission Chairman, Jerry C. Lord, as Commission Secretary, and Jon Perona as Commission Manager (collectively, the “Authorized Officers”) are authorized and directed to execute and deliver the Second Addendum to Amended and Restated Multiple Facilities Lease Agreement in the form attached hereto, and to further approve, execute, acknowledge and deliver all such agreements, documents, and notices related thereto (including

all amendments and revisions to same), and to pay all such fees and expenses, as may in their discretion be deemed necessary or desirable in order to carry out and comply with the terms and provision of this Resolution, and all of the acts and doings of the Authorized Officers which are in conformance with the provisions, intent and purposes of this Resolution, whether heretofore or hereafter taken, shall be and the same are hereby in all respects ratified, confirmed and approved.

3. All prior resolutions of the Commission, or any portions thereof, in conflict or inconsistent with all or any portion of the foregoing, are hereby repealed to the extent of such conflict or inconsistency.

Approved this 4th day of November, 2021 at a duly called regular meeting of the Decatur Public Building Commission at which meeting a quorum was present.



JERRY C. LORD, Secretary

**SECOND ADDENDUM TO AMENDED AND RESTATED
MULTIPLE FACILITIES LEASE AGREEMENT**

This Second Addendum to Amended and Restated Multiple Facilities Lease Agreement (“Second Addendum”) made effective December 1, 2021, between the Decatur Public Building Commission, Macon County, Illinois, a municipal corporation of the State of Illinois (“Commission”) and The County of Macon, Illinois (“County”).

RECITALS

WHEREAS, the Commission is a duly organized public building commission under the provisions of the Public Building Commission Act of the State of Illinois, as amended; and

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

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

WHEREAS, the Amended Lease relates to and provides for the leasing by the County, as lessee, from the Commission, as lessor, the Macon County Multiple Facilities as described in Exhibit A to the Amended Lease (a “Facility” or “Facilities”); and

WHEREAS, the First Addendum relates to and provides for the addition of certain integrated software and related technology services, including Odyssey software provided by Tyler Technologies, Inc. (“Tyler”), to the Facilities, and provides for additional rents to be paid by County to Commission with respect thereto; and

WHEREAS, in accordance with the First Addendum, Commission did enter into a certain Software as a Service Agreement (“SaaS Agreement”) with Tyler for licensing and provision of

certain Odyssey software and related professional services (collectively, “the SaaS Services”) for use by County; and

WHEREAS, by County Resolution G-5165-07-20 of July 9, 2020, and by subsequent direction from County personnel empowered thereby, Commission was requested to terminate the SaaS Agreement pursuant to the no-fault termination provisions therein; and

WHEREAS, pursuant to Commission Resolution of July 24, 2020, on November 24, 2020, Commission did execute a certain Termination Agreement and Mutual Release with Tyler and County for termination of the SaaS Agreement and termination of Tyler’s provision of the SaaS Services thereunder; and

WHEREAS, as Commission no longer incurs the SaaS Fees and other charges payable Tyler pursuant to the now-terminated SaaS Agreement, and as County no longer desires the SaaS Services be provided as part of the Facilities, County and Commission desire to accordingly amend the terms of the Amended Lease and First Addendum.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. Recitals. The above Recitals are incorporated herein and made a part hereof.
2. Definitions. Unless specifically defined herein or the context clearly requires a different meaning, the capitalized words and phrases used herein shall have the meanings ascribed to them in the above Recitals, the Amended Lease, or in the First Addendum.
3. Amendment to and Incorporation of Amended Lease and First Addendum. This is a Second Addendum to the Amended Lease. The Amended Lease and the First Addendum thereto are incorporated herein and made a part hereof.
4. Removal of SaaS Services from Facilities.

The SaaS Services are hereby removed and stricken from the Facilities to be provided by Commission to County pursuant to the Amended Lease and First Addendum. Commission shall have no obligation to provide and shall not provide the SaaS Services to County.

5. Termination of Rent for SaaS Services.

Those rents to be paid by County to Commission with respect to the SaaS Services are as set forth below. Rents for SaaS services for County Fiscal Years 2018, 2019, 2020, and 2021 have been so paid.

County Fiscal Year	SaaS Services Rent
2018	\$0 (due to delay in Tyler implementation)
2019	\$750,000 (portion of implementation cost)
2020	\$557,450 (annual license + portion of implementation cost)
2021	\$557,450 (annual license + portion of implementation cost)
2022	\$262,180 (final portion of implementation cost)

SaaS Services rent for County Fiscal Year 2022 remains due notwithstanding the removal of the SaaS Services from the Facilities provided County, as it represents the final installment payment to Commission for costs incurred in initially implementing the SaaS Services. For County Fiscal Year 2023 and thereafter, no rent shall be due or payable Commission with respect to the SaaS Services. Rent for all other Facilities is unaffected by this Addendum and remains as set forth on the "Amended Exhibit D" attached hereto.

6. Affirmation of Amended Lease.

In all respects other than as expressly modified by this Second Addendum, the Amended Lease and First Addendum and the terms, covenants, and conditions therein remain in full force and effect between County and Commission and are hereby reaffirmed.

IN WITNESS WHEREOF, the Commission by authority of its Board of Commissioners, has caused the corporate seal of the Commission to be affixed hereto and this Second Addendum to be signed in its name by the Chair of said Board of Commissioners and to be attested by the Secretary of said Board of Commissioners, and the County by authority of the County Board of Macon County, Illinois has caused its corporate seal to be affixed hereto and this Second Addendum to be signed in its name by the Chair of the County Board and to be attested by the County Clerk, as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

DECATUR PUBLIC BUILDING COMMISSION
Macon County, Illinois

By _____
MARK J. CHEVIRON, Chair,
Board of Commissioners

[SEAL]

ATTEST:

JERRY C. LORD, Secretary,
Board of Commissioners

THE COUNTY OF MACON, ILLINOIS

By _____
KEVIN GREENFIELD, Chair,
Macon County Board

[SEAL]

ATTEST:

JOSH TANNER, County Clerk

**SECOND ADDENDUM TO AMENDED AND RESTATED
MULTIPLE FACILITIES LEASE AGREEMENT
AMENDED EXHIBIT D**

ALLOCATION OF RENTS AMONG FACILITIES FOR OPERATION AND MAINTENANCE

COUNTY FISCAL YEAR	TOTAL RENT ALL FACILITIES (\$)	(1)	(2)	(3)
		COURTHOUSE (\$)	OFFICE BUILDING (\$)	ANIMAL CONTROL (\$)
2018	5,100,200	1,437,000	902,500	251,500
2019	6,003,206	1,480,110	929,575	259,045
2020	5,968,252	1,524,513	957,462	266,816
2021	6,130,576	1,570,249	986,186	274,821
2022	6,002,500	1,617,356	1,015,772	283,065
2023	5,912,530	1,665,877	1,046,245	291,557
2024	6,089,906	1,715,853	1,077,632	300,304
2025	6,272,603	1,767,329	1,109,961	309,313
2026	6,460,781	1,820,349	1,143,260	318,593
2027	6,654,604	1,874,959	1,177,558	328,150
2028	6,854,242	1,931,208	1,212,885	337,995
2029	7,059,870	1,989,144	1,249,271	348,135
2030	7,271,666	2,048,818	1,286,749	358,579
2031	7,489,816	2,110,283	1,325,352	369,336
2032	7,714,510	2,173,591	1,365,112	380,416
2033	7,945,945	2,238,799	1,406,066	391,829
2034	8,184,324	2,305,963	1,448,248	403,584
2035	8,429,853	2,375,142	1,491,695	415,691
2036	8,682,749	2,446,396	1,536,446	428,162
2037	8,943,232	2,519,788	1,582,539	441,007

COUNTY FISCAL YEAR	(4)	(5)	(6)	(7)
	LAW ENFORCEMENT CENTER (\$)	HIGHWAY DEPARTMENT SITES (\$)	PARKING LOTS (\$)	SanS SERVICES (\$)
2018	2,319,200	145,000	45,000	
2019	2,388,776	149,350	46,350	750,000
2020	2,460,439	153,831	47,741	557,450
2021	2,534,252	158,445	49,173	557,450
2022	2,610,280	163,199	50,648	262,180
2023	2,688,588	168,095	52,167	
2024	2,769,246	173,138	53,732	
2025	2,852,323	178,332	55,344	
2026	2,937,893	183,682	57,005	
2027	3,026,030	189,192	58,715	
2028	3,116,811	194,868	60,476	
2029	3,210,315	200,714	62,291	
2030	3,306,625	206,735	64,159	
2031	3,405,823	212,937	66,084	
2032	3,507,998	219,326	68,067	
2033	3,613,238	225,905	70,109	
2034	3,721,635	232,682	72,212	
2035	3,833,284	239,663	74,378	
2036	3,948,283	246,853	76,609	
2037	4,066,731	254,258	78,908	

**MACON COUNTY BOARD RESOLUTION
REGARDING SEMI-ANNUAL REVIEW OF
CLOSED SESSION MINUTES**

RESOLUTION NO. G-5340-11-21

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

WHEREAS, the Open Meetings Act requires that the County Board meet on a semi-annual basis to review the minutes from such closed sessions and to determine whether the need for confidentiality still exists as to all or part of such minutes, and if the need for confidentiality is found to no longer exist, to open such minutes for public inspection; and

WHEREAS, the County Board last reviewed closed session minutes of County Board and County Board committee meetings on November 12, 2020, and adopted Resolution No. G-5218-11-20, which required that the Board reconsider certain minutes at its next review to determine if a continuing need for confidentiality remains; and

WHEREAS, there were no closed meeting minutes to review in the spring of 2021; and

WHEREAS, the Macon County State's Attorney's Office has reviewed the minutes of closed sessions which were held since November 2020 and reported its recommendations to the Sub-Committee to Review Closed Session Minutes; and

WHEREAS, the Sub-Committee met on October 25, 2021, to review the recommendations of the State's Attorney's Office and made findings as presented below:

1. October 4, 2021, Closed Session of the Finance Committee
 - a. The Sub-Committee finds that these minutes relate to discussions between the County Board's committee and the County's legal counsel regarding negotiations between a former employee/workers compensation claimant and the County.
 - b. The Sub-Committee further finds that the minutes contain conversations protected by the attorney client privilege and that the disclosure of such minutes would constitute a waiver of said privilege and therefore recommends that these minutes be closed in perpetuity.

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

BE IT FURTHER RESOLVED that the Sub-Committee to Review Closed Session Minutes shall meet again to review all minutes of this Board and its committees which continue to be closed as well as any minutes from closed sessions not yet held at its next semi-annual meeting and report its findings and recommendations to this Board; and

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

PRESENTED, PASSED, and APPROVED this 10th day of November, 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