

**AGENDA  
MACON COUNTY BOARD MEETING  
THURSDAY, MAY 12, 2016, 6:00 P.M.  
141 SOUTH MAIN, ROOM 514**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **OPENING PRAYER**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF MINUTES OF PRIOR MEETING**
6. **PROCLAMATIONS**
7. **ZONING/SUBDIVISIONS**
  - Z-1170-05-16                      **Macon County Board Resolution Regarding Case S-01-04-16 A Petition for a Special Use Permit Submitted by Anita & John Szajko**
  
  - Z-1171 -05-16                      **Macon County Board Resolution Regarding Case R-02-04-16, A Petition for Rezoning Submitted by Jeanette Peden, Travis Peden, & Charles Yokley**
8. **CORRESPONDENCE**
9. **CLAIMS**
10. **APPOINTMENTS**
  - G-4483-05-16                      **Macon County Board Resolution Appointment of Macon County Board Member to Fill Vacancy – Debra Kraft**
  
  - G-4484-05-16                      **Macon County Board Resolution Reappointment of Board of Health Member - Vivian Goodman**
  
  - G-4485-05-16                      **Macon County Board Resolution Reappointment of Board of Health Member - Dr. Colby**
  
  - G-4486-05-16                      **Macon County Board Resolution Reappointment of Merit Commission Member – Rick Bright**
  
  - G-4487-05-16                      **Macon County Board Resolution Reappointment of Zoning Board of Appeals Member – Andy Freeland**
  
  - G-4488-05-16                      **Macon County Board Resolution Appointment of Conservation District Board Member – Doug Johnson**
11. **CONSENT CALENDAR**

12. **JUSTICE COMMITTEE**  
G-4489-05-16 **Macon County Board Resolution Approving Increase in Appropriations in the Sheriff's FY 2016 Budget to be Used for Professional Consultants in Exploring the Feasibility of a Regional Emergency Communications Center**
13. **EEHW COMMITTEE**
14. **OPERATIONS AND PERSONNEL COMMITTEE**
15. **LEGISLATIVE COMMITTEE**
16. **FINANCE COMMITTEE**  
G-4490-05-16 **Macon County Board Resolution Approving Contract for Employee Assistance Plan Services with Chestnut Global Partners**  
G-4491-05-16 **Macon County Board Resolution Approving Health Insurance Proposal from AJ Gallagher & Co for the year beginning 7/1/16**  
G-4492-05-16 **Macon County Board Resolution Approving One Year Delta Dental Insurance Proposal from AJ Gallagher & Co**  
G-4493-05-16 **Macon County Board Resolution Approving Contract with Fike & Fike**  
G-4494-05-16 **Macon County Board Resolution Approving Contract with The Public Group, LLC for sale of surplus goods on the Public Surplus Website**  
G-4495-05-16 **Macon County Board Resolution Approving a Budget Amendment for Workforce Investment Solutions FY16 Budget – Incentive Grant**  
G-4496 -05-16 **Macon County Board Resolution Approving a Budget Amendment for Workforce Investment Solutions FY16 Budget Trade Adjustment Assistance Grant**
17. **NEGOTIATIONS COMMITTEE**
18. **TRANSPORTATION COMMITTEE**  
H-1979-05-16 **Macon County Board Resolution appropriating funds for the upgrade of the Fuel Monitoring System**  
H-1980-05-16 **Macon County Board Resolution appropriating funds for an Intergovernmental Agreement with the City of Decatur**  
H-1981-05-16 **Macon County Board Resolution approving an engineering agreement on Section 14-14126-00-BR, the Nevada Road Abutment Repair Project in Pleasant View Township**  
H-1982-05-16 **Macon County Board Resolution to dispose of a 2000 International Dump Truck Tandem**
19. **EXECUTIVE COMMITTEE**

20. SITING, RULES & ORDINANCE SUB-COMMITTEE
21. BUILDING SUB-COMMITTEE
22. CITIZENS' REMARKS  
(Public Comment Limited to Total of 20 Minutes, 5 Minutes Maximum Per Person)
23. OFFICEHOLDERS' REMARKS
24. OLD BUSINESS
25. NEW BUSINESS  
G-4497-05-16                      Macon County Board Resolution Regarding Semi-Annual Review of Closed  
Session Minutes
26. CLOSED SESSION
27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-01-04-16 A PETITION  
FOR A SPECIAL USE PERMIT SUBMITTED  
BY ANITA & JOHN SZAJKO**

**RESOLUTION NO. Z-1170-05-16**

**WHEREAS** a petition filed by Anita and John Szajko for a Special Use for the operation of a licensed firearms shop in an accessory building on the property. This property is situated on 1.0 Acre in Single Family Residential (R-1) Zoning. This property is legally described as:

*Beginning at a point in the East line of the West ½ of the North ½ of Lot 3 of the North ½ of Lot 3 of the Northwest ¼ of Fractional Section 1, Township 15 North, Range 3 East of the 3<sup>rd</sup> P.M., which point is 535 feet and 4 inches North of the center of said Lot 3; thence West parallel to the East and West centerline of said Lot 3, 167 feet 6 inches; thence North parallel to the North and South centerline of said Lot 3, 295 feet and 4 inches; thence East parallel to the East and West centerline of said Lot 3, 167 feet and 6 inches to the North and South centerline of said Lot 3; thence South along the North and South centerline of said Lot 3, 295 feet and 4 inches to the place of beginning. Situated in Macon County, Illinois.*

This property is commonly known as 4045 Fort Daniel Road in Mt. Zion Township.  
PIN: 12-17-01-101-006.

**WHEREAS**, at the required public hearing on April 6, 2016, your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit constitutes a license issued to the named petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. Employees shall be limited to Mr. & Mrs. Szajko only.
3. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
4. Said property and all operations shall be in compliance at all times with all applicable federal, state, and local laws and regulations. Failure to be in compliance may result in the suspension or revocation of this special use permit.



5. The special use permit shall be for a 2 year period beginning May 12, 2016 and ending May 10, 2018.

**WHEREAS**, on April 21, 2016 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition for a Special Use for the operation of a licensed firearms shop in an accessory building 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 for a Special Use Permit to use the property for a licensed firearms shop in an accessory building 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, APPROVED this 12th day of May, 2016.**

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE R-02-04-16, A PETITION  
FOR REZONING SUBMITTED BY  
JEANETTE PEDEN, TRAVIS PEDEN,  
& CHARLES YOKLEY**

**RESOLUTION NO. Z-1171-05-16**

**WHEREAS**, a petition filed by Jeanette Peden, Travis Peden, and Charles Yokley for rezoning approximately 10 acres from (A-1) Agricultural Zoning to (RE-5) Single Family Estate Zoning. This property is legally described as:

*The Southwest ¼ of the Southeast ¼ of the Northeast ¼ of Section Twenty-Five (25), Township Sixteen (16) North, Range One (1) East of the 3<sup>rd</sup> P.M., situated in Macon County, Illinois.*

This property is located at 4620 Rock Springs Rd in Blue Mound Township.  
PIN: 02-11-25-276-007.

**WHEREAS**, at the required public hearing on April 6, 2016, your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board, the petition be granted.

**WHEREAS**, on April 21, 2016 your EEHW Committee heard the summary report and voted Approval of the petition to the County Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to approve the subject petition for rezoning approximately 10 acres from (A-1) Agricultural zoning to (RE-5) Single Family Estate Zoning.

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

**PRESENTED, PASSED, APPROVED this 12<sup>th</sup> of May, 2016.**

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MACON COUNTY BOARD RESOLUTION  
APPOINTING MACON COUNTY BOARD  
MEMBER TO FILL VACANCY –  
Debra Kraft**

**RESOLUTION NO. G-4483-05-16**

**WHEREAS**, the resignation of Keith Ashby has created a vacancy on the County Board in District 5; and

**WHEREAS**, the Chairman of the County Board nominates Debra Kraft to fill the vacancy created by the resignation of Keith Ashby

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the appointment of Debra Kraft to the vacancy created by the resignation of Keith Ashby to serve in that position until November 30, 2016 effective May 12, 2016

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

**PRESENTED, PASSED, APPROVED** this 12th day of May, 2016

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MACON COUNTY BOARD RESOLUTION  
REAPPOINTMENT TO THE  
MACON COUNTY HEALTH BOARD  
- Vivian Goodman**

**RESOLUTION NO. G-4484-05-16**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint the following individual to serve as a member of the Macon County Health Board for a term of three years set to expire 5/31/19.

Vivian Goodman  
1676 N. Union St.  
Decatur, Illinois 62526  
Term Expires: May 31, 2019

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby reappoints Vivian Goodman as a member of the Macon County Health Board for a term of three years set to expire on the 31st of May, 2019.

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

**PRESENTED, PASSED and APPROVED** this 12<sup>th</sup> day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MACON COUNTY BOARD RESOLUTION  
REAPPOINTMENT TO THE  
MACON COUNTY HEALTH BOARD  
-Dr. Alan Colby**

**RESOLUTION NO. G-4485-05-16**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint the following individual to serve as a member of the Macon County Health Board for a term of three years set to expire 5/31/19.

Dr. Alan Colby, DDS  
415 East Ash Ave, Suite C  
Decatur, Illinois 62526  
Term Expires: May 31, 2019

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby reappoints DR. ALAN COLBY, DDS as a member of the Macon County Health Board for a term of three years, set to expire on the 31st of May, 2019.

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

**PRESENTED, PASSED and APPROVED** this 12<sup>th</sup> day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MACON COUNTY BOARD RESOLUTION  
REAPPOINTMENT TO THE MACON COUNTY  
MERIT COMMISSION – Rick Bright**

**RESOLUTION NO. G-4486-05-16**

**WHEREAS**, it is the desire of the Board Chairman to reappoint the following individual to the Macon County Merit Commission for a term of six years set to expire May 31, 2022:

Rick Bright  
117 Southmoreland Dr.  
Decatur, Illinois  
Term Expires: May 31, 2022

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby reappoints RICK BRIGHT to the Macon County Merit Commission for a six year term set to expire May 31, 2022.

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

**PRESENTED, PASSED and APPROVED** this 12<sup>th</sup> day of May, 2016.

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

ILLINOIS

MACON COUNTY BOARD  
MACON COUNTY,

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MACON COUNTY BOARD RESOLUTION  
REAPPOINTMENT TO THE MACON COUNTY  
ZONING BOARD OF APPEALS  
-Andy Freeland**

**RESOLUTION NO. G-4487-05-16**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint the following individual to the Macon County Zoning Board of Appeals for a five year term set to expire May 31, 2021:

Andy Freeland  
515 Elm St.  
Mt. Zion, IL 62549  
Term Expires: May 31, 2021

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves reappointing Andy Freeland to the Macon County Zoning Board of Appeals for a five year term set to expire May 31, 2021

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

**PRESENTED, PASSED, APPROVED** this 12th day of May, 2016

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**Macon County Board Resolution  
Appointment to the Macon County  
Conservation District Board of Trustees  
-Doug Johnson**

**RESOLUTION NO. G-4488-05-16**

**WHEREAS**, it is the desire of the Macon County Board Chairman to appoint the following individual to serve as a Macon County Conservation District Trustee for a term of five years that is set to expire June 30, 2021:

Doug Johnson  
13220 Cemetery Road  
Argenta, IL  
Term Expires: June 30, 2021

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby appoints Doug Johnson to serve as a member of the Macon County Conservation District Board of Trustees for a term of five years set to expire June 30, 2021.

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

**PRESENTED, PASSED and APPROVED** this 12<sup>th</sup> day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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



**Macon County Board Resolution  
Approving Increase in Appropriations  
in the Sheriff's FY 2016 Budget to be Used  
for Professional Consultants in Exploring the  
Feasibility of a Regional Emergency Communications Center**

**RESOLUTION NO. G-4489-05-16**

**WHEREAS**, The Macon County Sheriff's Office is very interested in exploring the total costs associated with the overall planning, constructing, managing, and sustainability of a state of the art Consolidated Regional Emergency Communication Center; and

**WHEREAS**, the professional consulting firm, The SAFR Group, will conduct a thorough, in depth, study to determine the cost effectiveness, efficiency, and what up to date equipment that is needed for this Consolidated Communications Center that could possibly provide emergency communications for numerous surrounding counties to Macon County; and

**WHEREAS**, the Macon County Sheriff's has received a generous donation from the Howard G. Buffett Foundation that would cover the cost of this study; and

**WHEREAS**, these increases shall be included in the Sheriff's FY 2016 budget

Revenue/Donation	001-060-4900	\$ 67,000.00
SAFR Group	001-060-7200	\$ 67,000.00

**WHEREAS**, this Consolidated Regional Emergency Communications Center could possibly serve the counties of; Macon, Shelby, Christian, Moultrie, DeWitt and Fayette. This center would be staffed by highly trained personnel who would provide 24/7 professional dispatching services to law enforcement, fire, and EMS; and

**WHEREAS**, this proposed 15,000 square foot Consolidated Regional Emergency Communications Center would be built in Macon County and would employ numerous 911 dispatchers, 911 trainee/call takers, 911 call takers, and 311 call takers, along with support staff. This center would be equipped with up to date, state of the art, emergency communications equipment; and

**WHEREAS**, the Macon County Board has agreed to the amending of the Sheriff's FY 2016 budget to provide additional appropriation that will be used for a completed professional feasibility study for this complex proposed emergency communications center along with the continued sustainability of this center; and

**WHEREAS**, the State of Illinois is encouraging local governments to explore consolidation emergency communications centers for dispatching emergency services at this time; and

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the amendment of the Sheriff's FY 2016 budget line 001-060-4900 in the amount of \$67,000.00 in the, FY 2016 budget line 001-060-7200 in the amount of \$67,000.00.

**WHEREAS**, the Justice Committee met on April 28th, 2016 and the Finance Committee met on May 2nd, 2016 agreed to the amending of the Sheriff's FY 2016 budget provide additional appropriations as described below,

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

**PRESENTED, PASSED, APPROVED** this 12th<sup>th</sup> day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman of the  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
APPROVING CONTRACT FOR EMPLOYEE  
ASSISTANCE PLAN SERVICES WITH  
CHESTNUT GLOBAL PARTNERS**

**RESOLUTION NO. G-4490-05-16**

**WHEREAS**, the Macon County Board established an Employee Assistance Program in 1983 (G-22-5-5-83) and this program has been operating ever since providing assistance to employees and supervisors for performance related issues, and

**WHEREAS**, the activities of the EAP program have gradually expanded to include a variety of services to help insure that employees are well and productive and to provide major support to Macon County's wellness initiatives, and

**WHEREAS**, the services of the EAP have been successfully provided since 1999 by Chestnut Global Partners, and

**WHEREAS**, in 2012 Macon County went through a full RFP process to insure that Macon County was obtaining an excellent EAP program and passed Macon County Board Resolution G-3699-4-12 for a contract with Chestnut Global Partners, and

**WHEREAS**, since that time Chestnut has continued to provide excellent service including expanded service directly to employees, on-site training, advice on policy drafting and help in design and implementation of our wellness program, and

**WHEREAS**, the Operations & Personnel reviewed the material and were in favor of continuing the current contract with Chestnut Global Partners under the automatic renewal provision at its meeting of April 18, 2016 (no votes taken due to no quorum), and

**WHEREAS**, the Finance Committee reviewed the material and recommended continuing the current contract under the automatic renewal provisions at their meeting of May 2, 2016

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby authorizes renewal of the agreement with Chestnut Global Partners for the period from May 1, 2016 to April 30, 2017 for Employee Assistance Program Services

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

**PRESENTED, PASSED, APPROVED** this 12th day of May, 2016

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MASTER SERVICES AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM  
SERVICES AND EMPLOYEE WORK-LIFE SERVICES**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of May, 2016 by and between Chestnut Global Partners, LLC, an Illinois Limited Liability Company (hereinafter referred to as "CGP") and Macon County Government (hereinafter referred to as "EMPLOYER").

This Agreement shall serve as the Master Services Agreement and sets forth the terms under which CGP shall implement and administer Employee Assistance and Work-Life Services.

**SECTION 1 PROGRAM SCOPE**

**1.1 Components.** The parties agree that the integrated Employee Assistance and Behavioral Health Program (EAP/BH Program) and Employee Work-Life Services that is covered by this Agreement shall be composed of the following components as detailed below:

- Employee Assistance Program
- Work-Life Services

**1.2 Employees.** Full and Permanent Part time employees of EMPLOYER and their eligible dependents as determined and specifically set forth by EMPLOYER shall be covered by the EAP ("Covered Persons"). Eligible dependents shall include spouse and dependent children under the age of 26.

**SECTION 2 ADMINISTRATIVE SERVICES PROVIDED BY CGP**

**2.1 Administrative Consultation.** CGP shall provide consultation to EMPLOYER concerning referrals due to work performance or conduct at work issues.

**2.2 Administrative Training.** CGP shall collaborate with EMPLOYER in conducting administrative training for supervisory personnel designated by EMPLOYER. This training shall include an overview of EAP services, procedures for referring job impaired employees, and appropriate utilization of EAP services by EMPLOYER and its employees. The location and duration of the training and the materials used in the training sessions are to be agreed upon by CGP and EMPLOYER. CGP shall recommend a training manual, as well as provide an experienced EAP professional to lead and facilitate the training.

**2.3 Seminars.** CGP shall offer four (4) hours of specialized seminar(s) to EMPLOYER on an annual, as requested basis. CGP shall provide EMPLOYER access to its Speakers Bureau, which provides educational workshops on a wide range of behavioral and organizational health subjects. EMPLOYER shall be responsible for requesting a seminar, reserving seminar accommodations, and assisting in promoting the seminar. CGP shall provide a qualified trainer to lead the seminar sessions and promotional materials and seminar handouts. See appendix A for pricing.

- 2.4 **Program Consultation.** CGP shall provide consulting services to EMPLOYER regarding the development, communication, and implementation of the EAP Program and shall assist EMPLOYER in developing relevant personnel policies. CGP shall also support the workforce development efforts of EMPLOYER with customized consulting services in response to specific behavioral and organizational risk management issues in the workplace that fall within the role and expertise of CGP. CGP shall provide these consultations as agreed upon between CGP and EMPLOYER. Depending upon the scope of the request, consultation services may be subject to additional pre-approved fees. See Appendix A for fee schedule.
- 2.5 **Program Communications.** CGP shall assist EMPLOYER in promoting the EAP Services to its employees, management and supervisory personnel through on-going communications, including face-to-face employee orientations and the production of written materials including hardcopy brochures and electronic newsletters, which will be subject to the approval of EMPLOYER. EMPLOYER shall be responsible for disseminating the written materials.
- 2.6 **Reporting.** CGP shall provide quarterly and annual utilization reports to EMPLOYER summarizing EAP Services used and highlighting prevalent employee problems. CGP and EMPLOYER shall mutually agree upon the format of the utilization report. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons receiving EAP services. Other reports provided shall be as mutually agreed to by the parties.
- 2.7 **Program Review.** In an ongoing effort to improve EAP services, CGP shall meet with EMPLOYER annually to review implementation of the employee assistance program and provision of EAP services to employees and eligible dependents.

### **SECTION 3 EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES**

- 3.1 **Personal Problem Assistance.** CGP shall provide information, assessment, counseling, and referral services to Covered Persons. Personal problem assistance may be provided for marital discord, adjustment to divorce, substance abuse, domestic abuse, emotional strains, addictive behavior, psychological disorders, behavior problems with children or adolescents, life and career transitions, family stresses, financial difficulties, interpersonal problems at work and other issues that affect job performance, increase healthcare utilization and compromise general well-being. CGP will be responsible for services provided by its contracted providers to the same extent that CGP would have been had CGP performed those services without the use of a contracted provider.
- 3.2 **Referrals.** CGP shall work with employees and eligible dependents to develop an accurate and mutual perception of the problem subject to the services described in Appendix A. If the employee is in need of specialized care not available within the EAP or if it reasonably appears that treatment of the problem will require counseling or treatment beyond six (6) sessions, then CGP shall refer the employee to a therapist, program, or facility able to provide the necessary services. If a referral is indicated, then CGP shall assist the employee

or eligible dependent in locating the most appropriate and cost effective resource for treatment. CGP shall use its best efforts to make referrals to Employers preferred providers when such a referral is available and appropriate. The final decision concerning the preferred course of action shall remain with the employee or eligible dependent.

- 3.3 EAP Counseling Sessions.** On an annual basis, CGP shall provide up to six (6) outpatient counseling sessions to each Covered Person for each incident. CGP shall contract with affiliate providers to provide the counseling sessions. All contacts related to the initial presenting problem shall be considered a single incident. CGP, at its sole discretion, shall determine whether problems relate to a prior incident or represent a new incident for which additional services are available. At its discretion, CGP may provide additional services to a Covered Person as necessary to stabilize a situation until an appropriate referral can be made. CGP shall address crisis situations and facilitate appropriate referrals if indicated. For the purposes of this Agreement, crisis shall mean any interaction that may be conceived to be life threatening.
- 3.4 Critical Incident Response.** CGP shall provide on site critical incident stress debriefing response services as requested or required to appropriately respond to a given work place event. These services may include: crisis intervention, one-on-one counseling, critical incident stress debriefing, defusing, management consultation and appropriate follow-up. See Appendix A for pricing.
- 3.5 Availability.** CGP shall maintain a 24-hour toll-free access line. CGP shall use commercially reasonable efforts to provide telephone consultation within a maximum time frame of one-half hour from the initial contact. Appointments shall be offered as soon as possible in emergency situations and within three (3) working days of the initial telephone contact for non-emergency situations. CGP shall offer day and evening appointments.
- 3.6 Other Administrative Fees.** Employer agrees to reimburse CGP for other administrative fees incurred by CGP for such matters including special reports requested by EMPLOYER, training and consultation services not covered under sections 2.2 and 2.3, or participation in non EAP related committees etc. CGP agrees to seek approval from EMPLOYER prior to incurring any such Administrative Fees under this Section.

#### **SECTION 4 WORK-LIFE SERVICES**

- 4.1 Online Services.** CGP and/or its subcontractors shall provide Work-Life services to employees of EMPLOYER and their eligible dependents as set forth and detailed in Appendix A – Scope of Services. Such services may include Child care and Eldercare locator tools, Educational and Information Services and Materials, and Resource and Referral Topics/ Issues.
- 4.2 Identity Theft.** CGP and/or its subcontractors shall provide Identity Theft Resolution Services, which shall include Credit Report Monitoring and Breach Services as requested following an incident of identity theft.



- 4.3 **Legal Consultation.** CGP and/or its subcontractors shall provide one 30 minute telephonic legal consultation annually for an unlimited number of separate non employment related legal matter. Discounts on attorney fees are available for those individuals who wish to further engage and attorney in services
- 4.4 **Financial Consultation.** CGP and/or its subcontractors shall provide consultation services for an unlimited number of separate financial matters including credit, and budget, debt, tax planning, eldercare and college planning.
- 4.5 **Eldercare Assessment.** CGP and/or its subcontracts shall provide consultative services designed to provide employees information about community based eldercare resources, including a personalized assessment of an elderly parent's ability to live independently.
- 4.5 **Nutrition Consultation.** CGP and/or its subcontractors shall provide one 30 minute telephonic nutrition consultation annually on non-medical related nutrition matters.
- 4.6 **Exercise Consultation.** CGP and/or its subcontractors shall provide one 30 minute telephonic nutrition consultation annually on non-medical related exercise matters.

## **SECTION 5 DUTIES AND RESPONSIBILITIES OF EMPLOYER**

- 5.1 **Covered Person Information.** To enable CGP to render appropriate services under this Agreement, EMPLOYER or its designee shall provide CGP with a current list of the number of Covered Persons quarterly or more often if reasonably required by CGP.
- 5.2 **Contact Person.** EMPLOYER shall designate a contact person within its organization to communicate with and assist CGP concerning implementation of the employee assistance program. The designated contact person shall have sufficient authority and decision making power with respect to the EAP and Work/ Life Services, including authority to schedule administrative trainings and seminars.
- 5.3 **Employee Complaints.** EMPLOYER agrees to inform CGP of employee complaints related to the provision of EAP and Work/ Life Services. EMPLOYER and CGP shall cooperate in the resolution of such complaints.
- 5.4 **Compliance with Laws.** EMPLOYER is responsible for ensuring that its EAP/ BH program complies with all applicable laws, domestically and internationally, and agrees to notify CGP of any requirements related to the provision of services by CGP hereunder.

## **SECTION 6 COMPENSATION**

- 6.1 **Compensation.** For services rendered under this Agreement, EMPLOYER shall compensate CGP as set forth in Appendix A, attached hereto and made a part of this Agreement.



## **SECTION 7 CONFIDENTIALITY**

- 7.1 **Confidentiality of Records.** CGP shall maintain, and shall cause its subcontractors to maintain, the confidentiality of information concerning recipients of services pursuant to this Agreement in accordance with applicable confidentiality statutes and regulations, including federal and state rules governing substance abuse and mental health patient information. EMPLOYER acknowledges and agrees that confidentiality laws may prevent CGP from providing information to EMPLOYER without the written authorization of the Covered Person.
- 7.2 **Confidentiality of CGP Proprietary Information.** EMPLOYER recognizes that it will have access to confidential and proprietary information developed, created and/or owned by CGP or its subcontractors, including, but not limited to, data, procedures, trade secrets, formulas, specifications, processes, methods, ideas, compilations and systems (referred to in the aggregate as "Confidential Information"). EMPLOYER, for itself and for its agents, employees, officers and directors, agrees, understands and acknowledges that such Confidential Information shall forever remain the sole and exclusive property and proprietary interest of CGP or its subcontractors, as applicable, and EMPLOYER shall not usurp, misappropriate or effect the Confidential Information for EMPLOYER's business or personal benefit, or use or disclose the Confidential Information without the prior written express consent of CGP or its subcontractors, as applicable. The term "confidential information" shall not include (a) information known to EMPLOYER at the time of disclosure by CGP, (b) information that is or becomes known through no fault of EMPLOYER through the public domain, (c) information received by EMPLOYER from a third party not in violation of any right of CGP or its subcontractors, or (d) information which is independently developed by EMPLOYER. To the extent copyrights exist in any works of authorship, such works shall be deemed, to the extent legally permitted, to be works made for hire as that term is used in the Copyright Act of 1976. EMPLOYER covenants and agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, for any reason or purpose whatsoever, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of EMPLOYER, or has been rightfully received from a third party without restriction and without breach of this Agreement. The provisions set forth under this Section shall survive the expiration of this Agreement.
- 7.3 **Confidentiality of EMPLOYER Proprietary Information.** CGP expressly acknowledges that EMPLOYER's employee information, survey results, trade secrets and other confidential information pertaining to the operations and business affairs of EMPLOYER, as they may exist from time to time, are valuable, special and unique assets, and CGP agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of CGP, or has been rightfully received from a third party without restriction and without breach of this Agreement. Notwithstanding the foregoing, CGP may provide

such confidential information to its employees, agents and subcontractors when necessary for the provision of services under this Agreement. This Section shall survive the expiration of this Agreement.

## **SECTION 8 TERM AND TERMINATION**

**8.1 Term.** This Agreement shall be effective as of May 1, 2016 and, subject to earlier termination as provided in Section 8.2, shall remain in effect until April 30, 2017 (the "Term"). THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR A PERIOD OF ONE (1) YEAR UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO RENEW AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE TERM.

**8.2 Termination.** This Agreement may be terminated as follows:

- A. By CGP or EMPLOYER upon thirty (30) days prior written notice in the event the other party commits a material breach of this Agreement. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach within thirty (30) days after receiving notice, this Agreement shall not terminate.
- B. By CGP or EMPLOYER immediately upon written notice if the other party becomes insolvent, which for purposes of this Agreement shall mean that the party voluntarily files or has filed involuntarily against it a petition under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.
- C. By CGP immediately if CGP or one of its subcontractors is found to be subject to federal, state or local licensing or other regulatory requirements which substantially burden or increase the cost of it providing services under this Agreement or which require CGP to obtain licensure as an insurer, health maintenance organization, health service plan, third party administrator or other similar license.
- D. With cause upon CGP or EMPLOYER providing thirty (30) days prior written notice with termination effective on the last day of the current period for which compensation has already been paid by EMPLOYER.
- E. Without cause upon CGP or EMPLOYER providing one hundred twenty (120) day prior written notice.

**8.3 Effect of Termination.**

- A. Immediately upon termination of this Agreement, EMPLOYER shall notify Covered Persons of such termination.
- B. CGP shall cooperate with EMPLOYER or EMPLOYER's new EAP vendor in

transitioning the care and management of Covered Persons. The parties agree that CGP is the owner of all EAP records developed and maintained by CGP pursuant to this Agreement and that transfer of any records shall be in accordance with federal and state confidentiality laws. CGP shall be permitted to maintain the original of any record.

## **SECTION 9 INSURANCE AND INDEMNIFICATION**

- 9.1 Insurance.** CGP shall maintain professional and general liability insurance in connection with this Agreement and shall provide EMPLOYER with a certificate of its insurance, upon request and after full execution of this Agreement. The minimum coverage levels shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- 9.2 Indemnification.** Each party hereby indemnifies and agrees to defend and hold harmless the other and their respective officers, directors, trustees, employees, successors, and assigns from and against any and all loss, injury, liability, claim, damage or expense (including without limitation, reasonable attorney fees, interest and court costs) incurred by the other resulting from, relating to or arising out of: (a) the acts or omissions of the other party; (b) breach of this Agreement and (c) any claim made against CGP by any employee for a wrongful suspension or termination that is not the result of the negligence of CGP in rendering services pursuant to this Agreement.
- 9.3 Limitation of Liability.** It is specifically understood and agreed by the parties that neither CGP nor its subcontractors shall have any financial responsibility of any kind to EMPLOYER or any other person, firm, corporation, or entity for any of the following: (a) any medical, hospital or other bills, debts, obligations or other liabilities of any kind relating to any medical, surgical, mental health or substance abuse treatment, confinement or medications (b) rendering medical treatment decisions and (c) making final decisions regarding payment of benefits.

## **SECTION 10 GENERAL PROVISIONS**

- 10.1 Independent Contractor.** This Agreement shall not be construed to create any relationship between CGP and EMPLOYER other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The parties shall be independent contractors and neither of them shall be construed to be the agent, employee, partner, joint venturer or representative of the other. The parties agree that neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be provided in this Agreement.
- 10.2 No-Hire Clause.** Each party agrees that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither CGP nor EMPLOYER shall actively recruit, or solicit permanent employees of either party without the prior written approval of the party whose employee is being considered for employment. This provision does not prohibit any

employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspaper, internet, professional journals, etc. so long as it is not an attempt to avoid the intent of the above restriction.

- 10.3 Amendments.** This Agreement may only be amended or modified in writing as mutually agreed upon by the parties.
- 10.4 Assignment.** The parties expressly agree that neither party may assign any of its rights and responsibilities under this Agreement to any individual or entity without the prior written consent of the other party. Notwithstanding the foregoing, EMPLOYER further acknowledges that CGP may assign any or all of its rights and responsibilities under this Agreement to any entity in which Chestnut Health Systems has an interest and such assignment shall not require EMPLOYER's prior written consent. EMPLOYER also acknowledges that persons and entities under contract with CGP may perform certain services under this Agreement.
- 10.5 Notices.** Except as provided below, all notices required under this Agreement shall be in writing, signed by the party giving notice and delivered by hand, overnight delivery or first-class mail to the other party at such address as set forth immediately below or at such other address as designated by the party. Any notice shall be deemed to have been given at the time of actual receipt, or if mailed, five (5) days from the date of mailing.

**If to CGP:**

Chestnut Global Partners, L.L.C.  
1003 Martin Luther King Drive  
Bloomington, Illinois 61701  
Attn: Russell J. Hagen, CEO and Manager

**If to EMPLOYER:**

Macon County Government  
141 S. Main Street, Suite 312  
Decatur, IL 62523  
Attn: Carol Reed, County Auditor

Correspondence relating to the day-to-day operations of the EAP Services may be sent by facsimile or other means as agreed upon by the parties.

- 10.6 Waiver.** The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 10.7 Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.

**10.8 Controlling Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

**10.9 Severability.** If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

**10.10 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**10.11 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings and/or written or oral agreements among the Parties. There are no representations, agreements, arrangements, restrictions, limitations or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

**10.12 Non-Exclusivity.** EMPLOYER understands and agrees that CGP is free to contract with and provide the same or similar services to other companies during the term of this Agreement,

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**CHESTNUT GLOBAL PARTNERS, L.L.C.**

By: \_\_\_\_\_

Print Name: Russell J. Hagen

Title: CEO and Manager

Date: \_\_\_\_\_

**MACON COUNTY GOVERNMENT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A COMPENSATION**

As compensation for services rendered by CGP and its subcontractors to Covered Persons, EMPLOYER shall make quarterly payments to CGP based on the number of employees eligible to receive services pursuant to this Agreement as follows. Employer shall pay CGP by the 15<sup>th</sup> day of the first month of each quarter and shall include with the payment the list of employees used to compute the quarterly capitation payment.

### **PRICING FOR COMPREHENSIVE EAP SERVICES**

\$34.00 Per employee per year

### **COMPREHENSIVE EAP SERVICES COVERED**

- 24/7 toll free access to a counselor
- Telephone intervention or counseling as needed for crisis situations
- Assessment of personal problems
- 1-6 sessions of short term counseling per incident
- Referral to appropriate resources for cases requiring specialized care or treatment
- Case management for company initiated referrals
- Unlimited telephonic consultation to help supervisors with impaired employees
- Eldercare in home assessment
- Identity Theft Restoration Services
- Legal consultation for non employment related concerns
- Telephonic debt management consultation
- Telephonic nutrition and exercise consultation
- Unlimited Critical Incident Response
- 4 hours Specialized Workshops/Seminars Annual
- Unlimited Administrative Training
- Quarterly and Annual EAP utilization reports
- Dedicated Account Management
- Development of customized promotional materials
- Access to fundamental EAP website

### **Pricing for Training & Consultative Services not covered under this agreement**

\$150.00 per hour



**Macon County Board Resolution  
Approving Health Insurance  
Proposal From AJ Gallagher & Co.**

**RESOLUTION NO. G-4491-05-16**

**WHEREAS**, the Macon County Insurance Committee has continued to study the best alternatives for the county's health insurance and wellness programming and has been receiving updates on claims experience over the past year, and

**WHEREAS**, this current claims information reveals that the claims, including large claims, have improved slightly from the last three years, and

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

**WHEREAS**, the Insurance Committee has continued to receive positive confirmation about the value of a continued commitment to a wellness plan for Macon County employees to reduce long term claims, expenses, and absenteeism and help employees be happier and more productive, and

**WHEREAS**, the Insurance Committee concluded that the 03/08/2016 offer from Blue Cross/Blue Shield represents the best combination of cost and coverage for the benefit of Macon County and its employees, and

**WHEREAS**, the Macon County Operations & Personnel Committee met on 04/18/16 and reviewed this information and concurred with the evaluation of the Insurance Committee, and

**WHEREAS**, the Macon County Operations & Personnel Committee was in favor of accepting the Blue Cross/Blue Shield proposal presented by AJ Gallagher & Co. for an increase in medical premiums of 2%, with no coverage changes as detailed in the attached schedule, while keeping opportunities for wellness credits available to employees (no votes taken due to no quorum), and

**WHEREAS**, the Macon County Finance Committee met and reviewed the recommendation and voted to accept the Blue Cross/Blue Shield proposal at their May 2, 2016 meeting

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby approve the Gallagher Benefit Services proposal for health coverage as per the attached document for the 07/01/2016 renewal

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

**PRESENTED, PASSED, APPROVED** this 12th day of May, 2016

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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





**Macon County Insurance Committee Meeting 03/07/2016**

		<u>Current</u>	<u>Renewal (3/1)</u>	<u>Renewal TARGET</u>	<u>Renewal FINAL</u>	
		7/1/2015	7/1/2016	7/1/2016	7/1/2016	
Individual Deductible		\$1,000	\$1,000	\$1,000	\$1,000	
Family Deductible		\$3,000	\$3,000	\$3,000	\$3,000	
Individual Out of Pocket		\$4,000	\$4,000	\$4,000	\$4,000	
Family Out of Pocket		\$12,000	\$12,000	\$12,000	\$12,000	
		includes Rx	includes Rx	includes Rx	includes Rx	
Coinsurance after DED		80% - 20%	80% - 20%	80% - 20%	80% - 20%	
ER Co-pay		\$150	\$150	\$150	\$150	
Doctor Office - Primary Care		\$25 Co-pay	\$25 Co-pay	\$25 Co-pay	\$25 Co-pay	
Doctor Office - Specialist		\$45 Co-pay	\$45 Co-pay	\$45 Co-pay	\$45 Co-pay	
Rx Retail Pharmacy		3 Tier - Co-pays	3 Tier - Co-pays	3 Tier - Co-pays	3 Tier - Co-pays	
Generic		\$15	\$15	\$15	\$15	
Brand		\$30	\$30	\$30	\$30	
Specialty		\$50	\$50	\$50	\$50	
Rx Mail Order		90 days for 2X	90 days for 2X	90 days for 2X	90 days for 2X	
Preventive Services		100% per ACA	100% per ACA	100% per ACA	100% per ACA	
Renewal Change Percentage			5.5%	2.5%	2.0%	
Monthly Premiums						
	E	160	688.21	726.06	705.42	701.97
	ES	62	1,497.68	1,580.05	1,535.12	1,527.63
	EC	51	1,378.89	1,454.73	1,413.36	1,406.47
	EF	103	1,916.09	2,021.47	1,963.99	1,954.41
Employee Share / Pay						
	E		86.03	90.76	88.18	87.75
	ES		187.21	197.51	191.89	190.95
	EC		172.36	181.84	176.67	175.81
	EF		239.51	252.68	245.50	244.30
Paycheck Difference						
	E		4.73	2.15	1.72	
	ES		10.30	4.68	3.74	
	EC		9.48	4.31	3.45	
	EF		13.17	5.99	4.79	
County Approx Cost		\$4,235,854	\$4,468,826	\$4,341,750	\$4,320,571	
County Approx Change in Cost			\$232,972	\$105,896	\$84,717	

**MACON COUNTY BOARD RESOLUTION  
APPROVING ONE YEAR DELTA DENTAL  
INSURANCE PROPOSAL FROM  
AJ GALLAGHER & CO**

**RESOLUTION NO. G-4492-05-16**

**WHEREAS**, Delta Dental has been our dental insurance provider since 2008 and the Macon County Insurance Committee has continued to study the best alternatives for the County's dental insurance and has received periodic updates on claims experience over the past years, and

**WHEREAS**, The Insurance Committee concludes that Delta Dental continues to represent the best combination of cost and coverage for the benefit of Macon County and its employees, and

**WHEREAS**, Delta Dental has provided two options to extend the current contract which expires June 30, 2016 as follows: 1) an extension for one additional year with no premium change, or 2) an option for a two year renewal with a premium increase of 4%, and

**WHEREAS**, the Operations & Personnel Committee met on April 21, 2015 and agreed with the evaluation of the Insurance Committee to accept the additional one year proposal with no changes (no votes were taken due to no quorum), and

**WHEREAS**, the Finance Committee reviewed the proposal and recommended continuing with the one year extension at their meeting of May 2, 2016

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby authorizes acceptance of the Gallagher/Delta Dental plan continuation effective July 1, 2016 for one year.

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

**PRESENTED, PASSED, APPROVED** this 12th day of May, 2016

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

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

**RESOLUTION NO. G-4493-05-16**

**WHEREAS**, the Finance Committee met May 2, 2016, and were presented with an Ongoing Support and License Subscription for Property Tax Software with Fike & Fike, Inc.; and

**WHEREAS**, the attached agreement will be effective December 1, 2015 through November 30, 2018 and due to it being a three-year agreement, there will be a cost savings; and

**WHEREAS**, the said annual cost of \$49,325.00 will be split between the offices of the County Clerk, Treasurer, and Supervisor of Assessments; and

**WHEREAS**, the Finance Committee agreed to the attached contract in its entirety.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the attached contract from Fike & Fike, Inc. for Ongoing Support and License Subscription for Property Tax Software and said annual cost of \$49,325.00 to be split between the offices of County Clerk, Treasurer, and Supervisor of Assessments.

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

**PRESENTED, PASSED and APPROVED** this 12th day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, 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. Therefore we offer support subscriptions for a single year, allowing flexibility, or for multiple years, allowing counties to lock-in pricing.

#### **Price**

The price is determined by the quantity of parcels in the county. Single-year subscriptions are \$1.00 per parcel per year. Multi-year subscriptions are \$.95 per parcel per year.

#### **Volume Discount**

Counties with over 35,000 parcels will receive a 30% volume discount on those parcels over 35,000. Counties with over 60,000 parcels will receive a 50% volume discount on those 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 notify 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 1/2 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 \$125 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

### Ongoing 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 only.
- 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. After that period 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 and all taxes arising from 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

## Ongoing Support and License Subscription

page 3  
Subscription Order Form

<b>County:</b>	Macon		
<b>Coverage Period:</b>	12/01/2015 through 11/30/2018		
<b>Term:</b>	<input checked="" type="checkbox"/> multi-year term with annual payments (.95 per parcel) <input checked="" type="checkbox"/> 3-year term <input type="checkbox"/> 4-year term <input type="checkbox"/> 5-year term <input type="checkbox"/> single-year term (1.00 per parcel)		
<b>Annual Fee:</b>			
	57,279	total current parcels	
	1,894	total current mobile homes	
	59,173	grand total x rate of .95 (1.00 single-year or .95 multi-year) =	\$56,214
		30% discount on quantity of parcels over 35,000	-6.889
		50% discount on quantity of parcels over 60,000	_____
		annual total for current parcel count (tallied annually)	\$49,325
<b>Billing:</b>	<input type="checkbox"/> Invoice 1/3 of total to each of Assessor, Clerk, and Treasurer <input checked="" type="checkbox"/> Invoice total amount to county. Send invoice to Co Clerk's office.		

<b>Conversion:</b>	
<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: Edward D. Foder

Name, Title, Date: Edward D FODER <sup>4-8-16</sup> MACON COUNTY Treasurer

Signature: [Handwritten Signature]

Name, Title, Date: Josh Tanner, S of A, 4/7/16





**MACON COUNTY BOARD RESOLUTION  
APPROVING CONTRACT WITH THE PUBLIC  
GROUP, LLC FOR SALE OF SURPLUS GOODS  
ON THE PUBLIC SURPLUS WEBSITE**

**RESOLUTION NO. G-4494-05-16**

**WHEREAS**, Macon County sometimes has surplus goods and property no longer useful to the County, and

**WHEREAS**, some of the surplus goods and property still have a useful life and could be used by other entities, and

**WHEREAS**, The Public Group, LLC offers website services available to governmental bodies and others to sell surplus goods and other property and assets to buyers of all types, and

**WHEREAS**, the Printing and Purchasing Department of Macon County offers assistance to county departments in the area of disposal through recycling, auctions, etc., and

**WHEREAS**, a partnership with The Public Group, LLC would add another option for the disposal of unwanted office equipment, etc., and

**WHEREAS**, the Operations & Personnel reviewed the material and was in favor of entering into an agreement with The Public Group, LLC at its April 18, 2016 meeting (no votes taken due to no quorum), and

**WHEREAS**, the Finance Committee reviewed the material and recommended entering into an agreement with The Public Group, LLC at its May 2, 2016 meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby authorizes entering into an agreement with The Public Group, LLC for the purpose of advertising unwanted surplus goods and property to interested buyers on the public surplus website.

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

**PRESENTED, PASSED, APPROVED** this 12th day of May, 2016

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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



## Public Surplus Seller Agreement

Public Group, LLC, a Utah limited liability company that sometimes does business as "Public Surplus" ("**Public Surplus**", "**We**" "**Us**"), provides online bid boards, auctions and stores and facilitates other online transactions on [www.publicsurplus.com](http://www.publicsurplus.com) and other websites (collectively, the "**Site**") for governmental bodies and others ("**Sellers**" or "**You**") to sell surplus goods and other property and assets to buyers of all types ("**Buyers**"). As a condition to accessing and using the Site and receiving the benefit of Public Surplus' services provided through the Site and otherwise (the "**Services**"), Public Surplus requires that You review and accept this Seller Agreement (this "**Agreement**").

BY REGISTERING TO USE THE SITE AND THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH PUBLIC SURPLUS. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. YOU AGREE THAT YOU HAVE RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

### 1. ACCESSING OUR SITE AND USING OUR SERVICES

**1.1. Eligibility.** You may only use our Services if You are at least 18 years of age, are mentally competent, and can form legally binding contracts under applicable law. You may not assign or transfer Your account or user identification to any other party.

**1.2. Seller Affirmations in Connection with Offers and Sales.** In using our Site and Services, You agree as follows:

- (a) No contingency to Your sales offer exists other than those stated in the listing at the time of sale.
- (b) You will be responsible for delivering property sold using Your username and password.
- (c) You are fully capable of transferring title to the property offered for sale in a timely manner.
- (d) You are a real person or entity, with a verifiable address, telephone number and email address as provided to Us.
- (e) You are dealing in good faith and are not attempting to defraud, cheat, or wrong Public Surplus or any Buyer.

**1.3. Accuracy and Nature of Your Information.** You are solely responsible for all information You provide to Us or other users on our Site ("Your Information"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Your Information, You grant to Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights You have in Your Information for purposes of facilitating the communications and transactions made through our Site.

**1.4. Fees.** Public Surplus charges no fees for You to register to list property for sale on the Site. However, You will owe a transaction fee for each sale through the Site but you can elect to have this fee paid by the buyer in the form of a buyer's premium. Other fees may apply for other Services as shown on the Site. Our fees may change from time to time. You are responsible for paying all fees and any applicable taxes associated with transactions effected through the Site in a timely manner and with a valid payment method. If Your payment method fails or Your account is past due, We may collect fees owed using other collection mechanisms.

**1.5. You agree not to attempt any action that may disrupt our Site or our Services.** Among other things, You agree that (i) Your Information and all other input on our Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) You will not create liability for Us or cause Us to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) You will not use our Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) You will not reverse engineer any of our Services, programs, or infrastructure; (v) You will not use any robot, spider, other automatic device, or manual process to monitor, copy or reproduce our web pages or the content contained herein without our prior express written permission; and (vi) You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

**1.6. User Password.** During the registration process, You will select a username and a password. You agree that You are solely responsible for preserving the confidentiality of Your username and Your password, and You will be responsible for all activities and charges related to the use of Your username and password, including unauthorized use. You agree not to furnish Your username, password or other information to any other party for use of the Site and the Services. You agree to notify Public Surplus immediately of any unauthorized use of Your personal password or username and any other breach of security regarding the Services.

**1.7. Obligation to Ensure Compliance with this Agreement.** You agree that You will take all steps necessary to ensure that Your employees, contractors, and agents comply with the covenants, terms ,

and provisions of this Agreement, including but not limited to the covenants contained in sections 1.5 and 7.8 of this Agreement. You acknowledge that You will be responsible and liable for any damages, claims, liabilities, and expenses of any kind suffered by Public Surplus or any of Our affiliated companies arising from any and all actions or failures to act taken by any party using Your username and password or taken by Your employees, contractors, or agents, whether or not in accordance with the terms or intent of this Agreement.

**1.8. Consent to E-Mail Correspondence from Public Surplus.** You hereby agree that We may send future correspondence to You via electronic mail ("e-mail") that notifies You of sales opportunities or other matters that We believe may interest You. Any e-mail correspondence to You (i) will be clearly and conspicuously identified as sent by Public Surplus; and (ii) will clearly and conspicuously display a functioning return e-mail address to enable You to reply to Public Surplus.

**1.9. Electronic Signature.** You are notified by this statement that Your consent to these terms and conditions by checking the box indicating Your agreement to be bound to these terms, meets the requirements of Section 101(c) (1) (C) (ii), the Consumer Consent Provision, of the Electronic Signatures in Global and National Commerce Act (ESIGN). You may print these terms and conditions, but they are subject to change by Us. Changes to the terms and conditions will be effective from the time they are placed on our Site, in the terms and conditions section of the Site, or any other section where they may appear.

## **2. SELLER UNDERSTANDINGS AND OBLIGATIONS**

In listing or offering items for sale on our Site or otherwise accessing our Site and Services in any way, You represent, warrant and agree to the following:

**2.1. Shipment.** At the close of an auction in which You have a winning bidder, You agree to make the property immediately available for pickup and/or shipment.

**2.2. Deposits.** We reserve the right to require an earnest money deposit prior to or during the listing on certain items at our sole discretion. Any such deposits will be retained and applied in Public Surplus' discretion.

**2.3. Legal Compliance.** You will comply with all applicable laws, statutes, ordinances and regulations regarding Your use of our Site and Services and the offer and sale of property. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on our Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

### 3. PAYMENT PROCESSING SERVICES

**3.1. Payment Processing Services Under Separate Agreement with Affiliate.** In the event that You elect to have Our affiliate, Public Processing, LLC, a Nevada limited liability company ("**Public Processing**"), receive and process on Your behalf payments made by Buyers (the "**Processing Services**"), You agree to the provisions set forth in this Agreement and in a separate agreement with Public Processing.

### 4. LIABILITY LIMITATIONS AND RELEASES

**4.1. Absence of Liability.** You will not hold Public Surplus responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. You acknowledge that We are not a traditional auctioneer and We are not the Buyer of property sold through our Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. We are not involved in the actual transaction between You and Buyers. We have no control over and do not guarantee such things as the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make payment for items, or the completion of a sale by You, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, We will not be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Site, our Services, or this Agreement.

**4.2. Disclaimer of Warranties.** THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS, AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. PUBLIC SURPLUS DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. PUBLIC SURPLUS DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PUBLIC SURPLUS MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. PUBLIC SURPLUS MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. PUBLIC SURPLUS EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER

USER.

**4.3. Interruption of Service.** Public Surplus is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. You understand and acknowledge that the Site and our Services may be unavailable unexpectedly.

**4.4. Third Party Links.** The Site may contain links to other websites or resources for Your convenience in locating related information and services. You acknowledge and agree that Public Surplus is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that Public Surplus endorses the linked site. You use the links at Your own risk.

**4.5. Release.** If You have a dispute with a Buyer or any other Seller or user of our Site, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You will settle all disputes with other users of our Site without our involvement, and We will have no liability whatsoever arising from communications made or transactions effected through our Site. If You are a California resident, You waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**4.6. Indemnity.** You agree to indemnify, defend and hold harmless Public Surplus from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of Your breach or alleged breach of this Agreement or Your violation or alleged violation of any applicable law or any rights of a third party.

## 5. PRIVACY

We do not sell or rent Your personal information to third parties for their marketing purposes without Your explicit consent. We use Your information only as described in Public Surplus' Privacy Policy. We view protection of privacy as a very important community principle. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information You provide Us. For a complete description of how We use and protect Your personal information, see Public Surplus' Privacy Policy. If You object to Your Information being transferred or used in this way please do not use our services.



## 6. TERMINATION OR SUSPENSION

Public Surplus reserves the right to suspend or terminate Your access to our Site and Services for any reason or no reason and without notice. Among other reasons, We may suspend or terminate Your access to our Services if (a) You breach any of the provisions of this Agreement; (b) We suspect that You have engaged in fraudulent activity of any kind in connection with our Site; (c) You manipulate the price of any item or interfere with another user's communications or transactions; (d) We are unable to verify or authenticate any information You provide to Us; or (e) We believe that Your actions may cause legal liability for You, our users or Us.

## 7. MISCELLANEOUS

**7.1. Changes to Site and Services.** Public Surplus reserves the right, in its sole discretion, to modify, suspend or terminate any aspect of our Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

**7.2. Record Keeping.** Public Surplus cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages You to keep individual records and an accounting of all activity conducted through our Site.

**7.3. Notice and Communication.** Unless stated otherwise, all notice and communication with You will be provided by e-mail to the e-mail address provided by You in their registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by Public Surplus or the information was posted on the Site.

**7.4. Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this Agreement or any of the matters contemplated hereby is waived. You further agree to the exercise of personal jurisdiction in the State of Illinois in connection with any dispute or claim involving Public Surplus.

**7.5. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

**7.6. Waiver.** The failure of Public Surplus to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

**7.7. Independent Contractor Relationship.** The relationship between You and Public Surplus is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is implied, intended or created by this Agreement.

**7.8. Intellectual Property.** All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, documents, blueprints, specifications, computer or intellectual property programs, methods of doing business, data in Public Surplus' databases (including but not limited to databases containing bidders, Buyers and other users of the Site and their names and contact information), systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one or more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of **feedback** regarding the Site or Services ("Feedback"). All right, title, and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. You hereby irrevocably assign to Public Surplus all right, title, and interest You may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Your participation or Feedback, You agree to cooperate with Public Surplus to assure that such application(s) will cover, to the best of Your knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, You may not provide access to, or information from, the Site to any other party without Public Surplus' prior written consent.

**7.9. Copyrights.** The Site may contain copyrighted, trademarked, or other proprietary materials that belong to third parties and are used with the owner's permission. You agree not to copy, modify, distribute, or create any derivative work from such materials without prior written consent from the owner. You will indemnify and hold Us harmless, as provided for previously in this Agreement, from any claim or demand made by a third party due to or arising out of your violation of any law or rights of a third party.

**7.10. Trademarks.** The Site and Public Surplus' tradenames, domain names and logos found on the Site are trademarks or service marks of Public Surplus. No display or use of such marks may be made without the express written permission of Public Surplus. All other designated trademarks or service marks are the property of their respective owners.

**7.11. Assignment.** This Agreement may not be assigned by You or by operation of law to any other

person, persons, firms or corporations without the express written approval of Public Surplus. However, You agree that this Agreement and all incorporated agreements may be assigned and delegated by Public Surplus in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of Public Surplus with another party.

**7.12. Entire Agreement.** This Agreement constitutes the entire agreement between You and Public Surplus, and supersedes any previous agreements, whether oral or in writing, between You and Public Surplus relating to the subject matter hereof. Public Surplus may, at its sole discretion, remove or change any aspect of this Agreement at any time by providing notice to You.

**7.13. Survival.** The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

**7.14. Headings.** Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

**7.15. Oral Statements by Representative.** Any oral statement or representation by any representative of Public Surplus changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on You and may not be relied upon by You. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on Public Surplus unless agreed to, in writing, by Public Surplus.



**Macon County Board Resolution Approving  
a Budget Amendment for Workforce Investment  
Solutions FY16 Budget – Incentive Grant**

**RESOLUTION NO. G-4495-05-16**

**WHEREAS**, the Operations & Personnel Committee met on April 18, 2016 and were informed of a request to be presented to the Finance Committee which met on May 2, 2016 and was presented with a request to amend the Workforce Investment Solutions budget for FY'16; and

**WHEREAS**, Workforce Investment Solutions has recently received a grant in the amount of \$9,393.00 from the Department of Commerce and Economic Opportunity Grant No. 14-632019 for meeting or exceeding performance measures; and

**WHEREAS**, this grant is included in Workforce Investment Solutions Fund 150 and assigned Department 062-16; 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 FY16 Budget as follows:

Increased Revenue:	A150-062-4360-16	\$ 9,393.00
Increased Expenses:	A150-062-8200-16-00-0-000	\$ 3,393.00 (Other)
	A150-062-9040-16-00-0-000	\$ 6,000.00 (Equipment)

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

**PRESENTED, PASSED, APPROVED** this 12th day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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



**Illinois**  
**Department of Commerce**  
**& Economic Opportunity**  
Bruce Rauner, Governor

WIOA Local Incentive 01

Grant No. 14-632019

for the

County of Macon

**Illinois Department of Commerce and Economic Opportunity**  
500 E. Monroe St.  
Springfield, IL 62701

**STATE OF ILLINOIS  
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

**Notice of Grant Award No. 14-632019**

This Grant Agreement (hereinafter referred to as "Grant Agreement" or the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **County of Macon** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a grant (hereinafter referred to as the "Grant") in an amount not to exceed **\$9,393.00** (hereinafter referred to as the "Grant Funds") to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **04/01/2016** through the ending date of **06/30/2017** (hereinafter referred to as the "Grant Term"), unless otherwise established within Scope of Work (Part II). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

**Parts:**

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This Grant is federally funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: County of Macon


Taxpayer Identification Number:  
SSN/FEIN: 376001309

Legal Status:

- Individual (01)
- Sole Proprietor (02)
- Partnership/Legal Corporation (03)
- Corporation (04)
- Not For Profit Corporation (04)
- Medical Corporation (06)
- Governmental (08)
- Estate or Trust (10)
- Pharmacy-Noncorporate (11)
- Nonresident Alien (13)
- Pharmacy/Funeral Home/Cemetery Corp (15)
- Tax Exempt (16)
- Limited Liability Company (select applicable tax classification)
  - C - Corporation
  - P - Partnership

GRANTEE:  
County of Macon

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By:   
(Authorized Signator)

4-5-16  
Date

Kevin Greenfield, County Board Chairperson  
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: \_\_\_\_\_  
James M. Schultz, Director

\_\_\_\_\_  
Date

Grantee Address:

Please indicate any address changes below

757 W Pershing Road  
Decatur, IL 62526-1634

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In processing this Grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Linda Little  
Authorized Designee Title: Vice Chairperson  
Authorized Designee Phone: 217-424-1472  
Authorized Designee Email: LLittleMCB1@gmail.com  
Authorized Designee Signature: \_\_\_\_\_  
Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: Robyn McCoy  
Authorized Designee Title: Executive Director  
Authorized Designee Phone: 217-875-8720  
Authorized Designee Email: rmccoy5889@aol.com  
Authorized Designee Signature: \_\_\_\_\_  
Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_  
Authorized Designee Signature: \_\_\_\_\_  
Authorized Signatory Approval: \_\_\_\_\_

**PART I**

**BUDGET**

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
LOCAL INCENTIVE FUNDS	1000	9,393.00	0.00	0.00
Total		\$9,393.00		

**BUDGET LINE ITEM DEFINITIONS**

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

**LOCAL INCENTIVE FUNDS**

Funds may be used for any activities allowed under Workforce Investment Act Title I-B at the discretion of the grantee per Sec. 666.410 of the Workforce Investment Act Final Rules.

**Pass-Through Entity or Subgrantor Responsibilities.** If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of this Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Inform any subrecipient(s) of the proper Federal award identifying information (shown below) as required by Federal regulations contained in OMB Circular A-133.

This Federally funded award is identified by the following:

<b>CFDA #</b>	17.258
<b>CFDA Title</b>	WIOA Adult Program
<b>Award #</b>	AA-25351-14-55-A-17
<b>Federal Awarding Agency</b>	Department Of Labor
<b>CFDA #</b>	17.259
<b>CFDA Title</b>	WIOA Youth Activities
<b>Award #</b>	AA-25351-14-55-A-17
<b>Federal Awarding Agency</b>	Department Of Labor
<b>CFDA #</b>	17.278
<b>CFDA Title</b>	WIOA Dislocated Worker Formula Grants
<b>Award #</b>	AA-25351-14-55-A-17
<b>Federal Awarding Agency</b>	Department Of Labor

- (2) Advise any subrecipient(s) of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements which provided this funding. Advise subrecipient(s) of any supplemental requirements imposed by the pass-through entity or subgrantor (your organization).

## **PART II**

### **SCOPE OF WORK**

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Scope of Work (Part II) hereof, in accordance with the provisions of Budget (Part I) hereof.

- As a result of the local area meeting or exceeding performance measures, the Grantee is eligible to receive incentive funds as described under Sec. 134(a)(2)(B)(iii) of the Workforce Investment Act (WIA) and Sec. 666.400 of the Workforce Investment Act Final Rules. Per Sec. 666.410 of the Workforce Investment Act Final Rules, the local incentive grant funds may be used at the discretion of the grantee for activities allowed under the Workforce Investment Act Title IB, and USDOL Training and Employment Guidance Letter (TEGL) 38-14, Operational Guidance to Support the Orderly Transition of Workforce Investment Act Participants, Funds, and Subrecipient Contracts to the Workforce Innovation and Opportunity Act.
- Pre-award costs may be incurred effective July 1, 2015. Pre-award costs may not exceed the total grant award amount.

**MACON COUNTY BOARD RESOLUTION  
APPROVING A BUDGET AMENDMENT FOR  
WORKFORCE INVESTMENT SOLUTIONS FY'16 BUDGET  
Trade Adjustment Assistance Grant**

**RESOLUTION NO. G-4496-05-16**

**WHEREAS**, the Operations & Personnel Committee met on April 18, 2016 and were informed of a request to be presented to the Finance Committee met on May 2, 2016 and was presented with a request to amend the Workforce Investment Solutions budget for FY'16; and

**WHEREAS**, Workforce Investment Solutions has received a modification for the Trade Adjustment Assistance Grant No. 14-661019 from the Department of Commerce and Economic Opportunity in the amount of \$68,045.84 for the period of October 1, 2015 – September 30, 2016; and

**WHEREAS**, this grant is included in Workforce Investment Solutions Fund 150 and assigned Department 047-15; 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 FY16 Budget as follows:

Increased Revenue:	A150-047-4360-15	\$68,045.84
Increased Expenses:	A150-047-5597-15-38-0-100	\$ 2,250.00 (Case Mgr)
	A150-047-7190-15-35-0-000	\$65,795.84 (Training)

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

**PRESENTED, PASSED, APPROVED** this 12<sup>th</sup> day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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





**Illinois**  
**Department of Commerce**  
**& Economic Opportunity**  
Bruce Rauner, Governor

Trade Adjustment Assistance

Grant No. 14-661019

for the

County of Macon

**Illinois Department of Commerce and Economic Opportunity**  
500 E. Monroe St.  
Springfield, IL 62701

**STATE OF ILLINOIS  
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

**Notice of Grant Award No. 14-661019**

This Grant Agreement (hereinafter referred to as "Grant Agreement" or the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **County of Macon** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a grant (hereinafter referred to as the "Grant") in an amount not to exceed **\$68,045.84** (hereinafter referred to as the "Grant Funds") to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **10/01/2015** through the ending date of **09/30/2016** (hereinafter referred to as the "Grant Term"), unless otherwise established within Scope of Work (Part II). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

**Parts:**

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This Grant is federally funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: County of Macon

Taxpayer Identification Number:  
SSN/FEIN: 376001309

Legal Status:

- Individual (01)
- Sole Proprietor (02)
- Partnership/Legal Corporation (03)
- Corporation (04)
- Not For Profit Corporation (04)
- Medical Corporation (06)
- Governmental (08)

- Estate or Trust (10)
- Pharmacy-Noncorporate (11)
- Nonresident Alien (13)
- Pharmacy/Funeral Home/Cemetery Corp (15)
- Tax Exempt (16)
- Limited Liability Company (select applicable tax classification)
  - C - Corporation
  - P - Partnership

GRANTEE:  
County of Macon

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By:   
(Authorized Signator)

Date 3-28-16

Kevin Greenfield, County Board Chairperson  
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: \_\_\_\_\_  
James M. Schultz, Director

\_\_\_\_\_ Date

Grantee Address:  
757 W Pershing Road  
Decatur, IL 62526-1634

Please indicate any address changes below  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In processing this Grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Linda Little  
Authorized Designee Title: Vice Chairperson  
Authorized Designee Phone: 217-424-1472  
Authorized Designee Email: LLittleMCB1@gmail.com

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**PART I**  
**BUDGET**

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
PAYMENT PROCESSING	1010	2,250.00	0.00	0.00
TRAINING	2000	65,795.84	100.00	0.00
Total		\$68,045.84		

**BUDGET LINE ITEM DEFINITIONS**

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

**PAYMENT PROCESSING**

The act of paying, or giving compensation; the discharge of a debt or an obligation associated with TAA participants training, transportation, subsistence, out of area job search and out of area job relocation; overhead associated with this process.

**TRAINING**

Costs associated with providing assistance to a participant to acquire or upgrade skills to enable the participant to become employed.

**Pass-Through Entity or Subgrantor Responsibilities.** If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of this Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Inform any subrecipient(s) of the proper Federal award identifying information (shown below) as required by Federal regulations contained in OMB Circular A-133.

This Federally funded award is identified by the following:

<b>CFDA #</b>	17.245
<b>CFDA Title</b>	Trade Adjustment Assistance
<b>Award #</b>	TA-25285-14-55-A-17
<b>Federal Awarding Agency</b>	Department Of Labor

- (2) Advise any subrecipient(s) of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements which provided this funding. Advise subrecipient(s) of any supplemental requirements imposed by the pass-through entity or subgrantor (your organization).

## PART II

### SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Scope of Work (Part II) hereof, in accordance with the provisions of Budget (Part I) hereof.

#### BACKGROUND

The Trade Adjustment Assistance (TAA) Program provides aid to workers who have become unemployed as a result of increased imports from, or shifts in production to, foreign countries. TAA offers a variety of benefits and reemployment services to assist unemployed workers to prepare for and obtain suitable employment.

The TAA Program was first established at the Department of Labor by the Trade Act of 1974, and has been amended several times. Individual workers who are members of the certified worker group apply for benefits and services at a one-stop center(s). Individual workers who meet the qualifying criteria may receive: job training; income support in the form of Trade Readjustment Allowances (TRA); job search and relocation allowances; Health Coverage Tax Credit (HCTC) (as determined by the Internal Revenue Service (IRS)); and for workers age 50 and older, a wage supplement in the form of RTAA. In Illinois, the TAA Program is jointly administered by the Illinois Department of Commerce and Economic Opportunity that provide the training, job search and relocation allowances, and the Illinois Department of Employment Security that provides the income support.

#### TRADE ACT PROGRAM SERVICES

This Grant is to provide funding for activities for TAA Petition Determinations, authorized under the Trade Adjustment Assistance Reauthorization Act of 2015 (TAARA 2015), Title IV of the Trade Preferences Act of 2015, Public Law (P.L.) No 114-27; Trade Adjustment Assistance Reform Act of 2002 (P.L. No 107-210); the Trade Act of 1974, as amended (P.L. No. 93-618, as amended); Trade and Globalization Adjustment Assistance Act (TGAAA) of 2009 (Division B, Title I, Subtitle I of the American Recovery and Reinvestment Act of 2009, (P.L. No 111-5); Trade Adjustment Assistance Extension Act of 2011, Title II, (P.L. No. 112-40), (hereafter collectively referred to as "Trade Acts"); 20 CFR Part 617; 20 CFR Part 618; and 29 CFR Part 90.

The Grantee shall provide Trade-allowed services as detailed in the applicable law, regulations, and as detailed in its Trade Program grant application and any subsequent revisions thereto, on file with and approved by the Department. Those services may include the establishment and maintenance of eligibility, job retraining and related expenses including tuition, supplies, training related consumables; Trade transportation and/or subsistence assistance; job search allowances and/or relocation allowances for eligible participants as outlined in state workforce policy posted at: [http://www2.illinoisworknet.com/WIOA/Resources\\_WIOA/Pages/WIA-WIOAPolicies.aspx](http://www2.illinoisworknet.com/WIOA/Resources_WIOA/Pages/WIA-WIOAPolicies.aspx).

Pre-award costs may be incurred effective October 1, 2013. Pre-award costs may not exceed the total grant award amount.

**MACON COUNTY BOARD RESOLUTION  
APPROPRIATING FUNDS FOR THE  
UPGRADE OF THE FUEL MONITORING SYSTEM**

**RESOLUTION NO. H-1979-5-16**

**WHEREAS**, funds need to be appropriated for the upgrade of the Fuel Monitoring System to Seneca Companies.

**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 Fourteen Thousand Eight Hundred Ninety Two Dollars and Forty Eight Cents (\$14,892.48) from County Highway Line Item 030-082-9010 (FY 16) to cover above expenses for the County's share of the costs.

**PRESENTED, PASSED, AND APPROVED** this 12th day of May 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

H-1979-5-16 (Attachment)



**BRANCH ADDRESS**  
458 North Highway 48  
P.O. Box 60  
Oreana, IL 62554-0060  
Phone: 217-468-2393  
Toll-Free: 866-876-1005  
Fax: 217-468-2617

**CORPORATE HEADQUARTERS**  
4140 E. 14<sup>th</sup> St.  
Des Moines, IA 50313-3800  
Toll-Free: 800-369-5500

*The Complete Solution*

Seneca Quote #MQ-11401

January 25<sup>th</sup>, 2016

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

PROJECT: Furnish & install (1) Veeder-Root TLS-350 2 tank monitor system with line leak detection.

SUBJECT: Macon Co. Hwy Dept., 2405 N. Woodford, Decatur, IL.

Mr. Bird,

Please find enclosed the proposal developed for your project based on our understanding of your needs at this time. We appreciate the opportunity to submit this proposal for your consideration. Included in this quotation are descriptions and prices for equipment at your jobsite and pertinent terms, exclusions and conditions. If the equipment quoted, or the scope of work differs from your specifications, we will be happy to modify this proposal as required.

**Please Note:** This quote contains Prevailing Wage Labor rates as would be required for the project. Quote also includes a Trade-in Rebate program offered directly by the manufacturer Gilbarco Veeder-Root. Customer must be willing to turn over the existing tank monitor console and tank probes to be shipped back to manufacturer for rebate amounts shown.

Thank you for the opportunity to be of service to you. We at Seneca sincerely appreciate your business. If there is any additional information that you would like concerning this quotation, please do not hesitate to call me at 217-358-0200. I look forward to working with you on this project.

Sincerely,

Jeff Oberman  
Petroleum Equipment Representative  
Seneca Companies, Inc.  
Oreana, Illinois Branch Office

MQC/jo

**Branch Locations**

Des Moines, IA • Davenport, IA • Oreana, IL • Kansas City, MO • South Sioux City, NE • Denver, CO  
Tulsa, OK • Grand Island, NE • Creston, IA • Nashville, TN

[www.senecaco.com](http://www.senecaco.com)

Fuel Systems • General Contracting • Environmental Services • Waste Solutions Services  
Remediation & Process Controls • Automotive & Fleet Equipment



**EQUIPMENT**

## SUBMERSIBLE PUMPS

2	Red Jacket 344-002-5 Sub Pump Service Kit 4"	\$364.48
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	SUBMERSIBLE PUMPS TOTAL	\$364.48
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## ELECTRONIC TANK MONITOR

1	Veeder-Root 848290-022 TLS-350 Plus Console with Printer	\$4,013.33
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1	Veeder-Root 330160-002 CSLD In-Tank Leak Detection Software	\$1,434.67
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1	Veeder-Root 330160-060 Risk Management Line Leak Detection Software	\$1,483.56
---	---	------------

1	Veeder-Root 329356-002 4 Input Probe Module	\$704.00
---	---	----------

2	Veeder-Root 846390-107 Mag Plus Tank Probe 8'	\$3,578.67
---	---	------------

1	Veeder-Root 886100-000 Phase Two Gas Float Kit	\$370.67
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1	Veeder-Root 846400-001 Diesel Float Kit	\$242.67
---	---	----------

2	Morrison 305XPA-0200AK Probe 4" Install Kit	\$126.62
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2	Veeder-Root 848480-003 PLLD Line Leak Detector w/ Swiftcheck	\$1,592.87
---	--	------------

1	Veeder-Root 330374-001 Three Output PLLD Controller Module	\$344.00
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1	Veeder-Root 330843-001 Six Input PLLS Interface Module	\$337.78
---	--	----------

	ELECTRONIC TANK MONITOR TOTAL	\$14,228.84
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**ELECTRICAL MATERIALS**

1 Misc. EMT Conduit, wire & fittings (backroom) \$41.18

**ELECTRICAL MATERIALS TOTAL** \$41.18

**EQUIPMENT TOTAL** \$ 14,634.50

**INSTALLATION****PROPOSED SERVICES TO BE PERFORMED BY  
SENECA**

Installation, start up and training of personnel on the proper operations and maintenance of tank monitor system

**LABOR AND MATERIAL TOTAL** \$ 1,557.98

**NOT INCLUDED IN THIS PRICE**

Quote does not include any costs associated with the repair, upgrade or replacement of customer's existing electrical. This quote is based on the ability to reuse all existing electrical to install the new system.

Quote does not include the replacement of any existing wiring for the tank monitoring system. Quote is based on reusing all wiring.

**FREIGHT TOTAL** \$ 300.00

**GRAND TOTAL** \$ 16,492.48

**DOES NOT INCLUDE APPLICABLE TAXES**

Seneca Quote #MQC-11401

January 25<sup>th</sup>, 2016

**\*\*\* PLEASE NOTE;**

**Customer will receive a Veeder-Root Trade-In Rebate for the existing tank monitoring system in-place.**

<b>1 – E.B.W. Autostik tank monitor console</b>	<b>REBATE - \$(1,200.00)</b>
<b>2 – E.B.W. Autostik In-tank probes</b>	<b>REBATE - \$(400.00)</b>

**TOTAL REBATE TO DEDUCT FROM GRAND TOTAL - \$(1,600.00)**

**\*\*\* ADJUSTED GRAND TOTAL OF QUOTE \$14,892.48 \*\*\***

### **TERMS AND CONDITIONS**

Equipment will be billed on receipt and payment for same shall be due immediately. If merchandise is shipped to our warehouse for the sake of convenience, this will be considered delivery.

Progressive billing- 25% upon proposal acceptance. Subsequent progressive billing as specified in the purchase agreement.

Labor rates contained in this quote are based on provisions for Prevailing Wage labor rates.

The prices contained herein are valid for 14 days from date of quotation.

Applicable taxes are not included in these prices.

Warranty of the equipment included in this proposal shall be specific to that as expressed by the Manufacturer.

This proposal price includes up to 4 hours of training of site personnel in the operation of this dispensing and POS equipment. Additional training can be purchased at a rate of \$74.00 per hour plus travel time, mileage and expenses.

See additional terms and conditions attached to the Seneca Proposal Acceptance Form.

This quote shall be specific only to the scope of work described herein and shall not be subject to any specifications not stated

**RESOLUTION APPROPRIATING FUNDS FOR  
AN INTERGOVERNMENTAL AGREEMENT FOR  
THE SHARING OF CERTAIN COSTS RELATED  
TO AN ENGINEERING STUDY ON THE MACON  
COUNTY BELTWAY AND BRUSH COLLEGE ROAD  
IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS,  
BETWEEN THE CITY OF DECATUR AND THE  
COUNTY OF MACON, ILLINOIS**

**RESOLUTION NO. H-1980-5-16**

**WHEREAS**, funds need to be appropriated for an engineering study to Ann Schneider & Associates for a study on the Macon County Beltway and Brush College Road in the City of Decatur, Macon County, Illinois

**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 Thirty Thousand Dollars and No Cents (\$30,000.00) from County Highway Funds Line Item 030-081-9007 (FY 16) to cover above engineering study 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 Thousand Dollars and No Cents (\$30,000.00) from County Highway Funds Line Item 030-081-9007 (FY 17) to cover above engineering study expenses for the County's share of the costs.

The total amount appropriated is \$60,000.00.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2017, and will be paid 100% by Macon County with no additional reimbursements.

**PRESENTED, PASSED, AND APPROVED** this 12th day of May 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

**MACON COUNTY BOARD RESOLUTION  
APPROPRIATING FUNDS FOR ENGINEERING  
EXPENSES FOR THE NEVADA ROAD  
ABUTMENT REPAIR PROJECT IN  
PLEASANT VIEW TOWNSHIP**

**RESOLUTION NO. H-1981-5-16**

**WHEREAS**, the funds need to be appropriated for engineering expenses to WHKS & Co. for the Nevada Road Abutment Repair Project in Pleasant View Township, Section 14-14126-00-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 Forty Six Thousand Eighty Dollars and No Cents (\$46,080.00) from State Township Bridge Line Item 035-000-7722 (FY 16) to cover above engineering 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 Eleven Thousand Five Hundred Twenty Dollars and No Cents (\$11,520.00) from County Bridge Line Item 034-000-7715 (FY 16) to cover above engineering expenses for the County's share of the costs.

The total amount appropriated is \$57,600.00.

The above costs will benefit a highway facility owned by Pleasant View Township, and are anticipated to be completely disbursed by November 30, 2016, and will be paid 100% by Macon County with 10% reimbursement from Pleasant View Township.

**PRESENTED, PASSED, AND APPROVED** this 12<sup>th</sup> day of May 2015.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS


ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

H-1981-5-16 Attachment

Municipality	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name WHKS & CO. ENGINEERING
Township PLEASANT VIEW				Address 7018 KINGSMILL COURT
County MACON				City SPRINGFIELD
Section 14-14126-00-BR				State ILLINOIS 62711

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

**Section Description**

Name TR 42 (Nevada Road) over a Drainage Ditch in Pleasant View Township

Route TR 42 Length .11 Mi. ± 600 FT (Structure No. 058-3296 Ex. )

Termini Approximately 300' North and South of existing bridge.

Description:  
Replace existing structurally deficient bridge on TR 42 over drainage ditch with 3-sided structure, culvert or bridge.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked 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 bridge 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.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  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.
  - g.  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. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer



- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
- j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k.  Prepare the Project Development Report when required by the DEPARTMENT.

**SEE ADDENDUM**

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark: **SEE ADDENDUM**
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **SEE ADDENDUM**
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

**Note:** Not necessarily a percentage. Could use per diem, cost plus or lump sum. **SEE ADDENDUM**

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payroll, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. SEE ADDENDUM

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 100 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 100 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It Is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

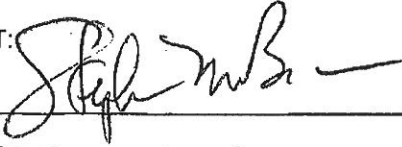


IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By



Macon County

Clerk

(Seal)

Macon County

(Municipality/Township/County)

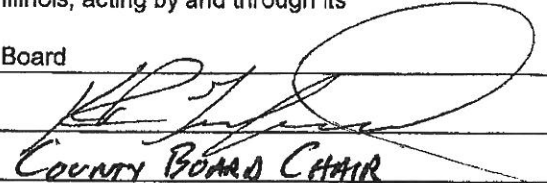
of the

State of Illinois, acting by and through its

County Board

By

Title

  
COUNTY BOARD CHAIR

Executed by the ENGINEER:

ATTEST:

By

Title

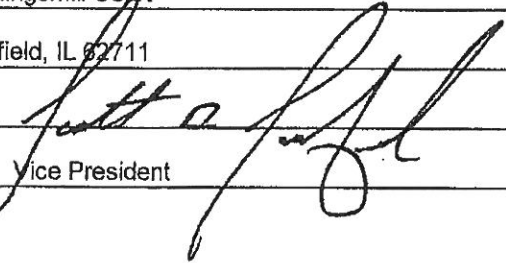
WHKS & Co

7018 Kingsmill Court

Springfield, IL 62711

By

Title

  
Vice President

Approved

Date

Department of Transportation

Regional Engineer

**ADDENDUM**  
**Preliminary Engineering Services Agreement**  
**For Motor Fuel Tax Funds**

TR 42 (Nevada Road) Bridge Replacement, Pleasant View Township of Macon County

Add the following sentence to item 1g of THE ENGINEER AGREES to:

One digital copy of the unsealed final plans in Portable Document Format (PDF) and in Digital Exchange Format (.dxf) will be provided to LA on a CD-ROM at project completion.

Add the scope items to section 1 of THE ENGINEER AGREES to:

1. Review shop drawings for general conformance when applicable.

Revise item 1 and the 1<sup>st</sup> paragraph of Item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1i, 1j, 1l, 2, 3, 4, 5 and 6 a sum of money NOT TO EXCEED \$57,600, which includes estimated out-of-pocket expenses of \$15,100, as shown in Attachment A.

**MACON COUNTY BOARD RESOLUTION  
GRANTING PERMISSION  
TO DISPOSE OF SURPLUS EQUIPMENT**

**RESOLUTION NO. H-1982-5-16**

**WHEREAS**, the County Engineer requests permission to dispose of used surplus equipment at the County Highway Department.

# 13 – 2000 International 4900 Dump Truck Tandem

**NOW THEREFORE, BE IT RESOLVED**, by the Macon County that they hereby authorize the County Engineer to dispose of the surplus equipment at the County Highway Department as per the Equipment Disposal Policy.

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

**PRESENTED, PASSED, AND APPROVED** this 12th day of May 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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

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

**RESOLUTION NO. G-4497-05-16**

**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, 2015, Resolution No. G-4405-11-15, which required that the Board reconsider certain minutes at its next review to determine if a continuing need for confidentiality remains; and

**WHEREAS**, an *ad hoc* Sub-Committee to Review Closed Session Minutes was formed to review closed session minutes which were held over for further review as well as closed session minutes from closed sessions occurring in the interim and to make recommendations and findings to the full County Board; and

**WHEREAS**, the Sub-Committee met on April 25, 2016, and reviewed said minutes in closed session pursuant to section 2(c)(21) and hereby reports the following findings and recommendations to the County Board:

1. February 26, 2014, Closed Session of the Transportation Committee
  - a. The Sub-Committee finds that these minutes have a continuing need for confidentiality as they relate to ongoing litigation where and the County is a party and therefore recommends that these minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
  - b. The Sub-Committee recommends that these minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
  
2. November 13, 2014, Closed Session of the County Board
  - a. The Sub-Committee finds that the minutes beginning halfway down on Page 4 where Mr. Scott begins speaking and the minutes thereafter relate to the discussion of ongoing litigation wherein the County is a party and therefore recommends that these minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.

- b. The Sub-Committee recommends that this portion of the minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
- 3. January 8, 2015, Closed Session of the County Board
  - a. The Sub-Committee finds that these minutes relate to the discussion of ongoing litigation wherein the County is a party and therefore recommends that these minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
  - b. The Sub-Committee recommends that this portion of the minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
- 4. January 28, 2015, Closed Session of the Transportation Committee
  - a. The Sub-Committee finds that an action against the County is probable or imminent and that the minutes from this closed session relate to such an action and therefore have a continuing need for confidentiality; the Sub-Committee therefore recommends that the minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
  - b. The Sub-Committee recommends that these minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
- 5. February 25, 2015, Closed Session of the Transportation Committee
  - a. The Sub-Committee finds that an action against the County is probable or imminent and that the minutes from this closed session relate to such an action and therefore have a continuing need for confidentiality; the Sub-Committee therefore recommends that the minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
  - b. The Sub-Committee recommends that these minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
- 6. March 2, 2015, Closed Session of the Finance Committee
  - a. The Sub-Committee finds that an action against the County is probable or imminent and that the minutes from this closed session relate to such an action and therefore have a continuing need for confidentiality; the Sub-Committee therefore recommends that the minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
  - b. The Sub-Committee recommends that these minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
- 7. March 12, 2015, Closed Session of the County Board
  - a. The Sub-Committee finds that an action against the County is probable or imminent and that the minutes from this closed session relate to such an action and therefore have a continuing need for confidentiality; the Sub-Committee therefore recommends that the minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
  - b. The Sub-Committee recommends that these minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.

8. October 8, 2015, Closed Session of the County Board
  - a. As to the first three paragraphs, the Sub-Committee finds that the minutes from this closed session do not have a continuing need for confidentiality and therefore recommends that those portions be opened for public inspection.
  - b. As to the remainder of the closed session minutes, beginning with the last paragraph on Page 1 and continuing through to the end, the Sub-Committee finds that these minutes have a continuing need for confidentiality as they relate to collective negotiating matters and therefore recommends that these minutes remain closed pursuant to Section 2(c)(2) of the Open Meetings Act. The Sub-Committee further finds that the need for confidentiality of these minutes will not cease and therefore recommends that these portions remain confidential in perpetuity.
  
9. October 28, 2015, Closed Session of the Transportation Committee
  - a. The Sub-Committee finds that these minutes have a continuing need for confidentiality as they relate to the employment and/or compensation of specific employees of the County and therefore recommends that these minutes remain closed pursuant to Section 2(c)(1) of the Open Meetings Act.
  - b. The Sub-Committee finds that the need for confidentiality of these minutes will not cease and therefore recommends that these portions remain confidential in perpetuity.
  
10. December 10, 2015, Closed Session of the County Board
  - a. The Sub-Committee finds that these minutes relate to the discussion of ongoing litigation wherein the County is a party and therefore recommends that these minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
  - b. The Sub-Committee recommends that this portion of the minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
  
11. January 27, 2016, Closed Session of the Transportation Committee
  - a. The Sub-Committee finds that these minutes have a continuing need for confidentiality as they relate to the employment and/or compensation of specific employees of the County and therefore recommends that these minutes remain closed pursuant to Section 2(c)(1) of the Open Meetings Act.
  - b. The Sub-Committee finds that the need for confidentiality of these minutes will not cease and therefore recommends that these portions remain confidential in perpetuity.

**NOW THEREFORE BE IT RESOLVED** by the Macon County Board, assembled in regular meeting at Decatur this 12<sup>th</sup> day of May, 2016, that the above findings and recommendations of the *ad hoc* Sub-Committee to Review Closed Session Minutes as set forth above are adopted by the County Board; and

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

**PRESENTED, PASSED, and APPROVED** this 12<sup>th</sup> day of May, 2016.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

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