

AGENDA
MACON COUNTY BOARD MEETING
November 9, 2017, 6:00 P.M.
141 SOUTH MAIN, ROOM 514
(Caucuses held at 5:30 p.m.)

1. CALL TO ORDER

2. ROLL CALL

3. OPENING PRAYER

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF MINUTES OF PRIOR MEETING

6. RECOGNITIONS

7. ZONING/SUBDIVISIONS

8. CORRESPONDENCE

9. CLAIMS

10. APPOINTMENTS

11. CONSENT CALENDAR

G-4712-11-17

Macon County Board Resolution Reappointment to the Electrical Commission –Rick Long

G-4713-11-17

Macon County Board Resolution Reappointment to the Electrical Commission –Jay Dunn

G-4714-11-17

Macon County Board Resolution Reappointment to the Electrical Commission –Josh Sapp

G- 4715-11-17

Macon County Board Resolution Reappointment to the Electrical Commission –Steve Ragan

G-4716-11-17

Macon County Board Resolution Reappointment to the Electrical Commission –Keith Hackl

G-4717-11-17

Macon County Board Resolution Reappointment to the Extension – Tim Dudley

G-4718-11-17

Macon County Board Resolution Reappointment to the Extension – Kevin Meachum

G-4719-11-17

Macon County Board Resolution Reappointment to the Extension – Patty Cox

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| G-4720-11-17 | Macon County Board Resolution Reappointment to the Ethics Commission – Ted Paine |
| G-4721-11-17 | Macon County Board Resolution Reappointment to the Rural Transit Advisory Group – Leslie Stanberry |
| G-4722-11-17 | Macon County Board Resolution Reappointment to the Rural Transit Advisory Group – Emily Dobson |
| G-4723-11-17 | Macon County Board Resolution Reappointment to the Rural Transit Advisory Group – Becky Edwards |
| G-4724-11-17 | Macon County Board Resolution Reappointment to the Rural Transit Advisory Group – Diane Drew |
| G-4725-11-17 | Macon County Board Resolution Appointment to the Decatur Macon County Opportunities Corporation Board – Abbey Bradford |
| G-4726-11-17 | Macon County Board Resolution Appointment of Macon County Sheriff – Howard G. Buffett |
| G-4727-11-17 | Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent |
| 12. JUSTICE COMMITTEE | |
| G-4728-11-17 | Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Fund the Macon County Drug Court Probation Officers for FY18 |
| 13. EEHW COMMITTEE | |
| G-4729-11-17 | Macon County Board Resolution Approving Increase in Appropriations for Help 4 Heroes Program |
| 14. OPERATIONS AND PERSONNEL COMMITTEE | |
| G- 4730-11-17 | Macon County Board Resolution Approving Increase in Appropriations in the County Clerk’s Election Budget |
| G-4731-11-17 | Macon County Board Resolution Authorizing Reduction of Election Judges for Primaries |
| G-4732-11-17 | Macon County Board Resolution Approving 2018 holidays |
| 15. LEGISLATIVE COMMITTEE | |
| 16. FINANCE COMMITTEE | |
| B-1-11-17 | Macon County Board Resolution Statement to Establish Budgets for 2017-2018 Fiscal Year |
| B-2-11-17 | Macon County Board Resolution Establishing Valuation of All Taxable Property in Macon County, Illinois |

B-3-11-17	Macon County Board Resolution Establishing Tax Levy for General Corporate Fund Purposes
B-4-11-17	Macon County Board Resolution Establishing Tax Levy for Retirement Fund Purposes
B-5-11-17	Macon County Board Resolution Establishing Tax Levy for Social Security Fund Purposes
B-6-11-17	Macon County Board Resolution Establishing Tax Levy for Insurance Loss and Liability Fund Purposes
B-7-11-17	Macon County Board Resolution Establishing Tax Levy for Judgment Fund Purposes
B-8-11-17	Macon County Board Resolution Establishing Tax Levy for the Health Department Unit Fund Purposes
B-9-11-17	Macon County Board Resolution Establishing Tax Levy for County Highway Fund Purposes
B-10-11-17	Macon County Board Resolution Establishing Tax Levy for Matching Fund Purposes
B-11-11-17	Macon County Board Resolution Establishing Tax Levy for County Special Bridge Fund Purposes
B-12-11-17	Macon County Board Resolution Establishing Tax Levy for DPBC Lease Fund Purposes
B-13-11-17	Macon County Board Resolution Establishing Tax Levy for Historical Museum Fund Purposes
B-14-11-17	Macon County Board Resolution Establishing Tax Levy for The Veterans Commission Fund Purposes
B-15-11-17	Macon County Board Resolution Establishing Tax Levy for Mental Health Fund Purposes
B-16-11-17	Macon County Board Resolution Establishing Tax Levy for Macon County Extension Fund Purposes
B-17-11-17	Macon County Board Resolution of Authorization for Tax Anticipation Warrants against Levies for Various Funds Herein
B-18-11-17	Macon County Board Resolution Approving the 2017-2018 Budget

17. NEGOTIATIONS COMMITTEE

G-4733-11-17	Macon County Board Resolution Approving an Agreement between Macon County and the American Federation of State, County and Municipal Employees Council 31 AFL-CIO Local 612 Clerical Union
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18. TRANSPORTATION COMMITTEE

H-2086-11-17

Macon County Board Resolution Appropriating Additional Funds for the CH7 Baltimore Avenue Bike Path Project

H-2087-11-17

Macon County Board Resolution Appropriating Funds for the Payment of the County Engineer's Salary

H-2088-11-17

Macon County Board Resolution Approving the Quality Based Selection Process for Professional Services Procurement

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

G-4734-11-17

Macon County Board Resolution Appropriating Funds to Purchase Floodplain Properties on Kruse Road for the Flood Mitigation Assistance Project

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-4735-11-17

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

26. CLOSED SESSION

27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
ELECTRICAL COMMISSION**

- Rick Long

RESOLUTION NO. G-4712-11-17

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

Rick Long
3180 Boiling Springs Road
Decatur, IL 62526
Term Expires: 11-30-20

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named individual to the Macon County Electrical Commission for three year terms set to expire November 30, 2020.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON
COUNTY ELECTRICAL COMMISSION**

- Jay Dunn

RESOLUTION G-4213-11-17

WHEREAS, it is the desire of the Macon County Board Chairman to reappoint the following individual to the Macon County Electrical Commission for a three year term:

Jay Dunn
3330 Parkway
Decatur, Illinois 62521
Term Expiring: November 30, 2020

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby reappoints JAY DUNN to the Macon County Electrical Commission, term set to expire on the 30th of November, 2020.

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

PRESENTED, PASSED and APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
ELECTRICAL COMMISSION**

- Josh Sapp

RESOLUTION NO. G-4714-11-17

WHEREAS, it is the desire of the Board Chairman to reappoint the following individual to the Macon County Electrical Commission for a three year term:

Josh Sapp
3315 Ferris Drive
Decatur, IL 62521
Term Expires: 11-30-20

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named individual to the Macon County Electrical Commission for a three year term set to expire November 30, 2020.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON
COUNTY ELECTRICAL COMMISSION**

- **Steve Ragan**

-

RESOLUTION G-4715-11-17

WHEREAS, it is the desire of the Macon County Board Chairman to reappoint the following individual to the Macon County Electrical Commission for a three year term:

Steve Ragan
854 W. Forsyth Pkwy
Forsyth, IL 62535
Term Expiring: November 30, 2020

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby reappoints Steve Ragan to the Macon County Electrical Commission, term set to expire on the 30th of November, 2020.

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

PRESENTED, PASSED and APPROVED this 9th day of November, 2017.

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENTS TO THE MACON COUNTY
ELECTRICAL COMMISSION**

- **Keith Hackl**

-

RESOLUTION NO. G-4716-11-17

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

Keith Hackl
447 South Main Street
Warrensburg, IL 62573
Term Expires: 11-30-20

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the re-appointment of the above named individual to the Macon County Electrical Commission for three year terms set to expire November 30, 2020.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
EXTENSION BOARD – Tim Dudley**

RESOLUTION NO. G-4717-11-17

WHEREAS, it is the desire of the Board Chairman to reappoint Tim Dudley to the Macon County Extension Board for a 3 year term set to expire November 30, 2020.

Tim Dudley
#2 Fenton Dr.
Decatur, IL 62521
Term Expires: November 30, 2020

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of Tim Dudley to the Macon County Extension Board for a three year term set to expire November 30, 2020.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
EXTENSION BOARD**

- Kevin Meachum

RESOLUTION NO. G-4718-11-17

WHEREAS, it is the desire of the Board Chairman to reappoint Kevin Meachum to the Macon County Extension Board for a 3 year term set to expire November 30, 2020.

Kevin Meachum
1138 Cornell Drive
Decatur, IL 62522
Term Expires: November 30, 2020

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of Kevin Meachum to the Macon County Extension Board for a three year term set to expire November 30, 2020.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
EXTENSION BOARD**

- Patricia Cox

RESOLUTION NO. G-4719-11-17

WHEREAS, it is the desire of the Board Chairman to reappoint Patricia Cox to the Macon County Extension Board for a 3 year term set to expire November 30, 2020.

Patricia Cox
4311 Andrews Street Road
Macon, IL 62544
Term Expires: November 30, 2020

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of Patricia Cox to the Macon County Extension Board for a three year term set to expire November 30, 2020.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
ETHICS COMMISSION**

- Ted Paine

RESOLUTION NO. G-4720-11-17

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

Ted Paine
2370 N. Summit Ave.
Decatur, IL 62526
Term Expires: 11/30/19

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby reappoints the above named individual to the Macon County Ethics Commission for a two year term set to expire 11/30/19.

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

PRESENTED, PASSED and APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
RURAL TRANSIT ADVISORY GROUP
Leslie Stanberry**

RESOLUTION NO. G-4721-11-17

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

Leslie Stanberry
2450 Country Trail
Decatur, IL 62526
Term Expires: November 30, 2019

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named individual to the Macon County Rural Transit Advisory Group for a two year term set to expire November 30, 2019.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
RURAL TRANSIT ADVISORY GROUP
Emily Dobson**

RESOLUTION NO. G-4722-11-17

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

Emily Dobson
214 West Wait
Cerro Gordo, IL 61818
Term Expires: November 30, 2019

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named individual to the Macon County Rural Transit Advisory Group for a two year term set to expire November 30, 2019.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**Macon County Board Resolution
Re-Appointment to the Macon County
Rural Transit Advisory Group
-Becky Edwards**

RESOLUTION NO. G-4723-11-17

WHEREAS, it is the desire of the Board Chairman to appoint the following individual to the Macon County Rural Transit Advisory Group for a two year term set to expire 11-30-2017:

Becky Edwards
11 Montgomery Pl
Decatur, IL 62522
Term Expires: November 30, 2019

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named individual to the Macon County Rural Transit Advisory Group for a two year term set to expire November 30, 2019.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
REAPPOINTMENT TO THE MACON COUNTY
RURAL TRANSIT ADVISORY GROUP
Diane Drew**

RESOLUTION NO. G-4724-11-17

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

Diane Drew
944 E. Elwin Road
Decatur, IL 62521
Term Expires: November 30, 2019

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of the above named individual to the Macon County Rural Transit Advisory Group for a two year term set to expire November 30, 2019.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPOINTMENT TO THE DECATUR MACON
COUNTY OPPORTUNITIES CORPORATION BOARD
-Abbey Bradford**

RESOLUTION NO. G-4725-11-17

WHEREAS, it is the desire of the Macon County Board Chairman to appoint the following individual to the Decatur Macon County Opportunities Corporation Board to fill the remainder of a 5 year term vacated by the resignation of Ada Owens which is set to expire on September 17, 2020.

Abbey Bradford
4616 Lawson Dr.
Decatur, IL 62526
Term Expires: September 17, 2020

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of Abbey Bradford to the Decatur Macon County Opportunities Corporation Board for the remainder of a 5 year term set to expire September 17, 2020.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPOINTMENT OF THE MACON COUNTY
SHERIFF – Howard G. Buffett**

RESOLUTION NO. G-4726-11-17

WHEREAS, it is the desire of the Board Chairman to appoint the following individual as sheriff to fill the unexpired term of Thomas Schneider who has resigned:

Howard G. Buffett
Decatur, Illinois
Term Expires: November 30, 2018

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of Howard G. Buffett as the Macon County Sheriff to fill an existing term set to expire November 30, 2018.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017.

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G-4727-11-17

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

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

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

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

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

PRESENTED, PASSED, APPROVED the 9th day of November, 2017

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY: _____

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

Jay A. Dunn, Chairman
Macon County Board

Macon County Monthly Resolution List - November 2017

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-17-001	201300912	REC	ZARCO CONSULTING LLC	04-12-16-227-010	DECATUR	2,426.47	113.00	0.00	60.00	882.88	1,370.89
11-17-002	201300711	SUR	CARLOTTA DICK ET AL	04-12-14-284-002	DECATUR	2,647.98	10.00	0.00	0.00	983.11	1,501.87
11-17-003	201300326	SUR	C & J LEGACY LLC	04-12-10-426-008	DECATUR	14,826.81	10.00	0.00	0.00	5,126.20	9,537.61
11-17-004	201200663	REC	PATRICIA MORGAN	04-12-14-377-001	DECATUR	1,724.90	10.00	0.00	0.00	659.93	1,054.97
11-17-005	201200093	REC	SANDRA MCCOY	04-12-09-179-011	DECATUR	2,970.06	113.00	0.00	60.00	769.39	1,510.53
11-17-006	1017642A	SAL	SCOTT A YOUNGER	15-15-32-360-008	PLEASANTVIEW	1,070.00	0.00	10.00	60.00	350.00	650.00
11-17-007	1017638A	SAL	DOUGLAS W BLY	12-17-02-176-017	MT. ZION	666.00	0.00	6.00	60.00	350.00	250.00
11-17-008	1017632A	SAL	PERRY J CROWE	06-11-23-300-002	HARRISTOWN	1,700.00	0.00	16.00	60.00	400.00	1,200.00
11-17-009	1017625A	SAL	ALLISON R WEGER	04-13-06-352-020	DECATUR	8,140.00	0.00	80.00	60.00	2,000.00	6,000.00
11-17-010	1017579A	SAL	NATHAN J. GREEN	04-12-16-330-026	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-011	1017569A	SAL	DANIEL A ADEBAYO	04-12-15-351-025	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-012	1017014A	SAL	JAMES E THOMAS JR	04-12-02-456-019, 020	DECATUR	667.00	0.00	6.00	60.00	350.00	250.00
11-17-013	1017029A	SAL	DENNIS J. MARTIN	04-12-04-428-028	DECATUR	670.00	0.00	6.00	60.00	350.00	250.00
11-17-014	1017030A	SAL	SCHAUB PROPERTIES	04-12-05-427-011	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-015	1017058A	SAL	RICKEY L EVANS	04-12-10-158-022	DECATUR	700.00	0.00	6.00	60.00	350.00	250.00
11-17-016	1017059A	SAL	WESLEY E HOOPINGARNER	04-12-10-157-025, 026	DECATUR	1,171.00	0.00	11.00	60.00	350.00	750.00
11-17-017	1017080A	SAL	GAIL L EVANS	04-12-10-252-016, 017	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-018	1017083A	SAL	RUFFIN PETTY JR	04-12-10-255-002	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-019	1017089A	SAL	JEFFREY R. ELVEN	04-12-10-276-032	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-020	1017091A	SAL	CEDRIC PETERSON	04-12-10-277-011	DECATUR	3,090.00	0.00	30.00	60.00	750.00	2,250.00
11-17-021	1017109A	SAL	ROBERT L BLANKENSHIP	04-12-10-327-024, 025	DECATUR	680.00	0.00	6.00	60.00	350.00	250.00
11-17-022	1017115A	SAL	UNITED CHILDREN	04-12-10-331-026	DECATUR	667.00	0.00	6.00	60.00	350.00	250.00
11-17-023	1017153A	SAL	MERCER RENTALS LLC	04-12-10-378-024	DECATUR	2,585.00	0.00	25.00	60.00	625.00	1,875.00
11-17-024	1017157A	SAL	MERCER RENTALS LLC	04-12-10-380-012	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-025	1017159A	SAL	MERCER RENTALS LLC	04-12-10-380-026	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-026	1017206A	SAL	MERCER RENTALS LLC	04-12-10-454-011	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-027	1017207A	SAL	MERCER RENTALS LLC	04-12-10-454-012	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-028	1017208A	SAL	MERCER RENTALS LLC	04-12-10-454-013, 014	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-029	1017217A	SAL	JESSE A DAVIS	04-12-11-105-029	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-030	1017230A	SAL	JOSHUA D GRAVES	04-12-11-127-017	DECATUR	868.00	0.00	8.00	60.00	350.00	450.00
11-17-031	1017298A	SAL	JULIAN M MATOS	04-12-11-259-010, 011	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-032	1017323A	SAL	MARIE K WILDER	04-12-11-406-003, 004	DECATUR	1,980.00	0.00	19.00	60.00	475.00	1,425.00
11-17-033	1017343A	SAL	TIMOTHY L. HAMILTON	04-12-12-151-021, 022	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-034	1017346A	SAL	BILL MARSHALL	04-12-12-152-015	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00

Macon County Monthly Resolution List - November 2017

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/Sec of State	Agent	Treasurer
11-17-035	1017394A	SAL	CASEY R WATSON	04-12-13-176-009	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-036	1017399A	SAL	VICTORIANO HERNANDEZ LOPEZ	04-12-13-226-011, 012	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-037	1017489A	SAL	LATASHA M. STILWELL	04-12-14-354-003	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-038	1017503A	SAL	ANNETTA M WOOLF	04-12-14-377-022	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-039	1017520A	SAL	PHIL GEHRKEN	04-12-14-478-029	DECATUR	1,575.00	0.00	15.00	60.00	375.00	1,125.00
11-17-040	1017530A	SAL	CENTRAL CHRISTIAN CHURCH	04-12-15-177-006	DECATUR	2,332.50	0.00	22.50	60.00	562.50	1,687.50
11-17-041	1017531A	SAL	JANICE L ACKLIN	04-12-15-179-014	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-042	1017532A	SAL	JANICE L ACKLIN	04-12-15-179-015	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-043	1017539A	SAL	ALAN P. DUESTERHAUS	04-12-15-301-005, 006, 007	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-044	1017541A	SAL	MILLIKIN UNIVERSITY	04-12-15-301-036	DECATUR	1,070.00	0.00	10.00	60.00	350.00	650.00
11-17-045	1017549A	SAL	MILLIKIN UNIVERSITY	04-12-15-306-001	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-046	1017550A	SAL	MILLIKIN UNIVERSITY	04-12-15-306-004, 005, 006	DECATUR	868.00	0.00	8.00	60.00	350.00	450.00
11-17-047	1017551A	SAL	MILLIKIN UNIVERSITY	04-12-15-306-007, 008	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-048	1017558A	SAL	JONATHAN D LOWE	04-12-15-307-016	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-049	1017559A	SAL	JONATHAN D LOWE	04-12-15-307-028	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
11-17-050	1017568A	SAL	DANIEL A ADEBAYO	04-12-15-351-010	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00

Totals

\$73,077.72 \$256.00 \$452.50 \$2,820.00 \$26,908.71 \$41,738.37

Clerk Fees \$256.00

Recorder/Sec of State Fees \$2,820.00

Total to County \$44,814.37

Committee Members

**Macon County November 2017
Monthly Resolution List with Descriptions**

RES#	Account	Type	Account Name	Description
11-17-001	201300912	REC	ZARCO CONSULTING LLC	1160 W. CERRO GORDO ST. DECATUR 62522
11-17-002	201300711	SUR	CARLOTTA DICK ET AL	1215 E. MAIN ST. DECATUR 62521
11-17-003	201300326	SUR	C & J LEGACY LLC	1226 N. UNION ST. DECATUR 62522
11-17-004	201200663	REC	PATRICIA MORGAN	506 S. WEBSTER ST. DECATUR 62521
11-17-005	201200093	REC	SANDRA MCCOY	1886 W. CUSHING ST. DECATUR 62526
11-17-006	1017642A	SAL	SCOTT A YOUNGER	305 SEIBERLING ST. BLUE MOUND, IL 1.5 STORY FRAME
11-17-007	1017638A	SAL	DOUGLAS W BLY	OFF JANINE WAY & JOHN DR. MT ZION, IL VACANT LOT ACCESS BLOCKED
11-17-008	1017632A	SAL	PERRY J CROWE	W. HILL RD. DECATUR, IL VACANT TRACT
11-17-009	1017625A	SAL	ALLISON R WEGER	3021 E. HARRISON AVE. DECATUR, IL 1.5 STORY FRAME

**Macon County November 2017
Monthly Resolution List with Descriptions**

RES#	Account	Type	Account Name	Description
11-17-010	1017579A	SAL	NATHAN J. GREEN	555 S. DENNIS AVE. DECATUR, IL VACANT LOT
11-17-011	1017569A	SAL	DANIEL A ADEBAYO	SUNSET AVE. DECATUR, IL VACANT LOT
11-17-012	1017014A	SAL	JAMES E THOMAS JR	1128, 1136 ELMHURST AVE. DECATUR, IL VACANT LOTS
11-17-013	1017029A	SAL	DENNIS J. MARTIN	OFF WILDER AVE. DECATUR, IL VACANT LOT
11-17-014	1017030A	SAL	SCHAUB PROPERTIES	FLORIAN AVE. DECATUR, IL VACANT LOT
11-17-015	1017058A	SAL	RICKEY L EVANS	1335, 1341 WALNUT GROVE AVE. DECATUR, IL 1 STORY FRAME DEMOLITION PENDING
11-17-016	1017059A	SAL	WESLEY E HOOPINGARNER	1405 POOLE ST. DECATUR, IL 1 STORY FRAME
11-17-017	1017080A	SAL	GAIL L EVANS	1565, 1575 N. EDWARD ST. DECATUR, IL 2 STORY FRAME
11-17-018	1017083A	SAL	RUFFIN PETTY JR	435 W. CENTER ST. DECATUR, IL VACANT LOT

**Macon County November 2017
Monthly Resolution List with Descriptions**

RES#	Account	Type	Account Name	Description
11-17-019	1017089A	SAL	JEFFREY R. ELVEN	1517 N. CHURCH ST. DECATUR, IL 2 STORY FRAME
11-17-020	1017091A	SAL	CEDRIC PETERSON	1532 N. CHURCH ST. DECATUR, IL 2 STORY FRAME
11-17-021	1017109A	SAL	ROBERT L BLANKENSHIP	846, 860 W. PACKARD ST. DECATUR, IL 1 STORY FRAME
11-17-022	1017115A	SAL	UNITED CHILDREN	712 W. PACKARD ST. DECATUR, IL 2 STORY FRAME
11-17-023	1017153A	SAL	MERCER RENTALS LLC	828 W. GREEN ST. DECATUR, IL VACANT LOT
11-17-024	1017157A	SAL	MERCER RENTALS LLC	646 W. GREEN ST. DECATUR, IL 1 STORY FRAME DEMOLITION PENDING
11-17-025	1017159A	SAL	MERCER RENTALS LLC	654 W. GREEN ST. DECATUR, IL 1 STORY FRAME SUBJECT TO DEMOLITION BY CITY OF DECATUR
11-17-026	1017206A	SAL	MERCER RENTALS LLC	804 N. MONROE ST. DECATUR, IL VACANT LOT
11-17-027	1017207A	SAL	MERCER RENTALS LLC	576 W. GREEN ST. DECATUR, IL 1 STORY FRAME

**Macon County November 2017
Monthly Resolution List with Descriptions**

RES#	Account	Type	Account Name	Description
11-17-028	1017208A	SAL	MERCER RENTALS LLC	560, 568 W. GREEN ST. DECATUR, IL VACANT LOT
11-17-029	1017217A	SAL	JESSE A DAVIS	522 E. JOHNSON AVE. DECATUR, IL 1 STORY FRAME
11-17-030	1017230A	SAL	JOSHUA D GRAVES	1810 N. MORGAN ST. DECATUR, IL 1 STORY FRAME
11-17-031	1017298A	SAL	JULIAN M MATOS	1347, 1349 N. JASPER ST. DECATUR, IL 1 STORY BRICK
11-17-032	1017323A	SAL	MARIE K WILDER	1119, 1129 E. LEAFLAND AVE. DECATUR, IL 1 STORY FRAME
11-17-033	1017343A	SAL	TIMOTHY L. HAMILTON	1512, 1520 E. HICKORY ST. DECATUR, IL VACANT LOTS
11-17-034	1017346A	SAL	BILL MARSHALL	1791 E. WALNUT ST. DECATUR, IL 1 STORY FRAME
11-17-035	1017394A	SAL	CASEY R WATSON	1969 E. WILLIAM ST. DECATUR, IL 1.5 STORY FRAME
11-17-036	1017399A	SAL	VICTORIANO HERNANDEZ LOPEZ	2441 E. ELDORADO ST. DECATUR, IL VACANT LOTS

**Macon County November 2017
Monthly Resolution List with Descriptions**

RES#	Account	Type	Account Name	Description
11-17-037	1017489A	SAL	LATASHA M. STILWELL	427 E. DECATUR ST. DECATUR, IL VACANT LOT
11-17-038	1017503A	SAL	ANNETTA M WOOLF	539 S. MAFFIT ST. DECATUR, IL VACANT LOT
11-17-039	1017520A	SAL	PHIL GEHRKEN	1354 E. WHITMER ST. DECATUR, IL 1 STORY FRAME
11-17-040	1017530A	SAL	CENTRAL CHRISTIAN CHURCH	659 W. WILLIAM ST. DECATUR, IL VACANT LOT
11-17-041	1017531A	SAL	JANICE L ACKLIN	651 W. PRAIRIE AVE. DECATUR, IL VACANT LOT
11-17-042	1017532A	SAL	JANICE L ACKLIN	641 W. PRAIRIE AVE. DECATUR, IL VACANT LOT
11-17-043	1017539A	SAL	ALAN P. DUESTERHAUS	1053, 1059, 1063 W. WOOD ST. DECATUR, IL VACANT LOTS
11-17-044	1017541A	SAL	MILLIKIN UNIVERSITY	1028 W. MACON ST. DECATUR, IL VACANT LOT
11-17-045	1017549A	SAL	MILLIKIN UNIVERSITY	MACON ST. DECATUR, IL VACANT LOT

**Macon County November 2017
Monthly Resolution List with Descriptions**

RES#	Account	Type	Account Name	Description
11-17-046	1017550A	SAL	MILLIKIN UNIVERSITY	929, 935, 945 W. MACON ST. DECATUR, IL 2 STORY FRAME
11-17-047	1017551A	SAL	MILLIKIN UNIVERSITY	913, 925 W. MACON ST. DECATUR, IL VACANT LOTS
11-17-048	1017558A	SAL	JONATHAN D LOWE	S. HAWORTH AVE. DECATUR, IL VACANT LOT
11-17-049	1017559A	SAL	JONATHAN D LOWE	508 S. HAWORTH AVE. DECATUR, IL VACANT LOT
11-17-050	1017568A	SAL	DANIEL A ADEBAYO	1086 W. SUNSET AVE. DECATUR, IL VACANT LOT

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT FOUNDATION
TO FUND THE MACON COUNTY DRUG COURT
PROBATION OFFICERS FOR FY 18**

RESOLUTION NO. G-4728-11-17

WHEREAS; an emergency situation has occurred where the probation department is in dire need of funding for FY 18 for the Macon County Drug Court Program; and

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

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

WHEREAS, the Howard G. Buffett Foundation has graciously agreed to donate \$122,779.14 for two full time Drug Court Probation Officer's salaries and fringes

Reimbursement from Sheriff Grant 001-130-3888 \$122,779.14

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Probation Department to accept these funds that will be used for the Macon County Drug Court Program

WHEREAS, the Justice Committee met on October 26th, 2017; and

WHEREAS, the Finance Committee met on October 30th, 2017; and

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
FOR HELP 4 HEROES PROGRAM**

RESOLUTION NO. G-4729-11-17

WHEREAS, In December 2016 Macon County received a generous donation of approximately \$125,000.00 from the Howard G. Buffett Foundation and donations from the public, for the Macon County Help 4 Heroes Program. This program assists Veterans who would otherwise not be eligible for assistance through other programs; and

WHEREAS, the program has been able to provide coats, shoes, boots, fans, clothing, bus passes, cooling towels, food cards; and

WHEREAS, the Help 4 Heroes program assists Macon County Veterans with daily essentials that will help make life easier; and

WHEREAS, this requires a modification of the Veteran's Assistance Commission of Macon County, Inc., FY 2017 budget as follows:

Increased Revenue 087-000-4970 Help 4 Heroes Donations	\$ 125,000.00
Increased Expense 087-000-7358 Help 4 Heroes	\$ 75,000.00

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that services cannot be paid without the amending of this budget; and

NOW, THEREFORE BE IT RESOLVED by the Macon County Board, that it hereby approves this resolution.

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

PRESENTED, PASSED, and APPROVED this ____ day of _____, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay Dunn, Chair
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
INCREASE IN APPROPRIATIONS IN THE COUNTY
CLERK'S ELECTION BUDGET**

RESOLUTION NO. G-4730-11-17

Whereas, the County Clerk appeared before both the Operations & Personnel Committee and Finance Committee to discuss the additional costs related to state mandated Early, Absentee, Grace Period, Military, and Provisional Voting. Additionally, state and federal regulations and laws have added additional costs to mailing out new voter registration cards to county wide voters every two years, the purge procedures the county must follow, and the other state and federal requirements to maintain the county's voter registration rolls.

Whereas, the State of Illinois failed once again the reimbursement of voter registration costs to the County of Macon in the neighborhood of \$70-80,000.

Whereas, the County Clerk's Election budget for 2017 was reduced from its 2015 level while the State of Illinois has continued to mandates additional election regulations and hours to the election process.

Whereas, an emergency exists whereby if the budget is not amended, the County Clerk will not be able to meet the Federal and State mandated election laws and regulations.

Now, Therefore, Be It Resolved by that it hereby approves amending the County Clerk's and the County Clerk's Election budgets as follows:

Transfers from the Clerk's lines to the Election lines:

001-030-5707 Group Health Care by \$2450 to

001-031-5707 Overtime

001-030-5400 Clerk Typist by \$5,275 to the following election lines

001-031-5695 Overtime in the amount of \$230

001-031-7630 Election Judges in the amount of \$4,505

001-031-8210 Misc. & Drayage in amount of \$40

001-031-8020 Supplies in amount of \$500.

Increase the Supplies Line 001-031-8020 by \$24,000 from the General Fund balance.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST: _____
Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

BY: _____
Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
AUTHORIZING REDUCTION OF ELECTION
JUDGES FOR PRIMARIES**

RESOLUTION NO. G-4731-11-17

Whereas, the County Clerk appeared before the Operations and Personnel Committee on October 23, 2017 and the Finance Committee on October 30, 2017 to discuss Public Act 100-0337 allowing county boards to reduce the number of election judges for primary elections.

Whereas, the County Board has requested that the officeholders and department head to find ways to cut spending.

Whereas, various other state and federal mandates concerning elections have increase the operational cost related to the election process.

Whereas, each election it has become more difficult to find election judges.

WHEREAS, the O&P Committee met on 10/23/17 and Finance Committee met on 10/30/17 and were presented with this request and they recommended for approval to the Macon County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby may authorize the reduction of the judges of election to 3 for primary elections.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING THE HOLIDAYS FOR 2018**

RESOLUTION NO. G-4732-11-17

WHEREAS, the Operations & Personnel Committee met on October 23, 2017 and discussed the holidays for the 2018 year; and

WHEREAS, the Operations & Personnel Committee approved the following dates to be observed as holidays for Macon County for 2018:

Monday	New Year's Day	January 1
Monday	Martin Luther King Jr. Day	January 15
Monday	Lincoln's Birthday	February 12
Monday	Washington's Birthday (Observed)	February 19
Friday	Good Friday	March 30
Monday	Memorial Day	May 28
Wednesday	Independence Day	July 4
Monday	Labor Day	September 3
Monday	Columbus Day (Observed)	October 8
Tuesday	Election Day	November 6
Monday	Veterans' Day	November 12
Thursday	Thanksgiving Day	November 22
Friday	Day Following Thanksgiving Day	November 23
Tuesday	Christmas Day (Observed)	December 25

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the holidays listed above are hereby approved as legal holidays for Macon County, Illinois for 2018 subject to negotiated contracts.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
STATEMENT TO ESTABLISH BUDGETS
FOR 2017-2018 FISCAL YEAR**

RESOLUTION NO. B-1-11-17

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

General Corporate Fund
Public Safety Tax Fund (LEST)
Retirement Fund
Social Security Fund
Insurance Fund
Judgment Fund
Self Insurance Fund
Capital Project Revolving Fund
Capital Vehicle Fund
Wind Energy Fund
Health Fund
Highway Fund
Highway Matching Fund
Motor Fuel Tax Fund
County Special Bridge Fund
State Township Bridge Fund
Progress City Fund
DPBC Lease Fund
Circuit Clerk Automation Fund
Document Storage Fund
Circuit Clerk Restricted Cash
Circuit Clerk OP & Admin

Circuit Clerk Electronic Citation Fund
County Clerk Automation
Treasurer Automation
GIS Fund
Court Appointed Special Advocate Fund
Animal Control Fund
Historical Museum Fund
Law Library Fund
Recorder Automation Fund
Environmental Management Fund
VAC Fund
Recorder Document Storage Fund
State's Attorney Grant Fund
Sheriff Grant Fund
Probation Grant Fund
At Risk Services Agency Grant
Criminal Justice Grant Agency Fund
Economic Development Marketing &
Branding Grant Fund
Juror Agency Fund
Workforce Investment Solutions Fund

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING VALUATION OF ALL TAXABLE
PROPERTY IN MACON COUNTY, ILLINOIS**

RESOLUTION NO. B-2-11-17

WHEREAS, the Department of Revenue of the State of Illinois has provided a formula and ratios for determining a conservative estimate of full valuation of all taxable property in Macon County for 2017 including corporations and railroads; and

WHEREAS, by computation on the basis of the said formula and ratios so furnished, a conservative estimate of the full value of all taxable property including railroads and corporations in Macon County, Illinois as assessed for the year 2017 will be One Billion, Six Hundred Twenty Eight Million, Two Hundred Sixty Four Thousand, Two Hundred Seventy Nine Dollars (\$1,628,264,279.00).

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board in and for the County of Macon, State of Illinois, that this Macon County Board finds, and it hereby does find property in Macon County, Illinois including railroads and corporations as assessed by the Department of Revenue of the State of Illinois, be and the same hereby is found to be One Billion, Six Hundred Twenty Eight Million, Two Hundred Sixty Four Thousand, Two Hundred Seventy Nine Dollars (\$1,628,264,279.00) for the purpose of extending tax rates and tax levies.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

Estimated Taxable Value Report

10/10/2017 9:38 am

Tax Year 2017

Page 1

Description		Total	Residential	Farmland	Commercial	Industrial	Red Road	Mineral
AMSQ	MACON MOSQ ABATE	1,044,005,064	666,836,355	17,906,204	269,644,590	70,779,644	18,823,032	15,239
CCMH	CO HEALTH & MENTAL HEALTH	1,632,612,776	990,215,668	188,415,258	346,227,496	83,068,201	24,563,683	122,470
CCVD	CONSERVATN DIST	1,632,612,776	990,215,668	188,415,258	346,227,496	83,068,201	24,563,683	122,470
COOP	COOPERATIVE EXTENSION	1,632,612,776	990,215,668	188,415,258	346,227,496	83,068,201	24,563,683	122,470
CT58	COUNTY TAX	1,628,264,279	990,215,668	188,415,258	344,899,025	80,048,175	24,563,683	122,470
FPAO	A-O FPD	83,206,417	46,500,907	23,532,788	6,333,597	6,839,125	0	0
FPBM	BLUE MOUND FIRE	35,476,665	16,902,857	15,659,851	1,329,915	730,687	850,438	2,917
FPBY	BETHANY FIRE&AMB	429,675	76,417	353,258	0	0	0	0
FPCG	CERRO GORDO FIRE	31,378,401	16,440,068	12,884,298	446,700	260,536	1,344,868	1,931
FPCO	CISCO FIRE	7,743,829	1,657,600	6,086,229	0	0	0	0
FPDR	DORA TWP FIRE	1,951,121	219,773	1,731,348	0	0	0	0
FPHA	HARRISTOWN FIRE	38,326,845	26,015,917	5,849,007	4,196,409	761,329	1,465,114	39,069
FPHP	HICKORY PT FIRE	151,734,188	98,313,260	3,932,161	47,634,630	1,321,379	517,474	15,284
FPLA	LATHAM FIRE	4,728,282	716,091	3,903,535	0	0	108,656	0
FPLC	LONG CREEK FIRE	147,078,507	123,360,254	5,929,139	17,261,651	214,090	313,373	0
FPMA	MAROA FIRE	42,104,376	19,887,426	18,132,536	2,295,752	1,788,662	0	0
FPMP	MT PULASKI FIRE	233,378	83,548	149,830	0	0	0	0
FPMZ	MT ZION FIRE	138,040,048	106,644,586	13,866,972	13,207,940	3,483,040	837,510	0
FPNI	NIANTIC FIRE	25,944,342	7,150,498	15,534,145	886,589	1,835,049	538,061	0
FPSM	SOUTH MACON FIRE	51,692,416	21,828,527	27,427,223	1,505,413	366,956	529,752	34,545
FPSW	SO WHEATLND FIRE	46,259,054	40,314,205	4,178,519	854,174	21,906	883,371	6,879
FPTB	KENNEY FIRE	1,454,442	248,595	1,205,847	0	0	0	0
FPWR	WARRENSBURG FIRE	47,335,294	21,133,501	20,906,974	2,639,401	1,734,373	912,997	8,048
J517	LAKE LAND CC #517	3,839,309	606,901	3,232,408	0	0	0	0
J526	LINCOLN LAND 526	261,891	83,548	178,343	0	0	0	0
J537	RICHLAND CC 537	1,624,163,079	989,525,219	185,004,507	344,899,025	80,048,175	24,563,683	122,470

Estimated Taxable Value Report

Tax Year 2017

Description		Total	Residential	Farm	Commercial	Industrial	Rail Road	Mineral
LFRC	ARG-OR PUB LIBRY DIS	87,801,251	49,186,400	29,655,651	4,736,854	2,841,436	1,379,947	963
LHAR	HARRISTOWN PUBLIC LIBRARY	32,039,694	17,876,612	9,088,222	3,230,678	1,147,783	657,330	39,069
LHOP	HOPE-WELTY PUB LIBRY	32,835,468	16,701,970	15,625,337	236,631	260,536	9,063	1,931
LILL	BARCLAY LIBRARY	76,168,133	41,237,545	28,105,882	3,036,872	1,771,616	2,008,170	8,048
LMAR	MAROA PUBLIC LIBRY	47,474,825	20,987,930	21,274,515	2,381,214	2,804,707	161	26,298
LMRB	MARROWBONE LIBRY	3,659,493	525,315	3,134,178	0	0	0	0
LMTP	MT PULASKI LIBRY	261,891	83,548	178,343	0	0	0	0
LMTZ	MT ZION LIBRARY	244,197,840	202,254,785	19,726,373	17,217,703	3,695,944	1,303,035	0
LNIA	ILLIOP-NIAN PUB LIBR	18,457,981	5,932,731	9,955,779	791,803	1,411,352	366,316	0
LPLV	BLUE MOUND LIBRY	47,667,496	22,607,853	21,584,994	1,418,163	730,687	1,316,003	9,796
LSMA	SO MACON LIBRARY	56,434,262	30,859,311	22,682,285	1,814,719	388,862	654,540	34,545
MTA1	I-A MULT-TP-ASMT	44,974,873	15,427,780	25,808,044	1,884,086	1,163,098	689,865	2,000
MTA2	N-H MULT-TP-ASMT	52,199,206	24,748,955	19,211,741	4,616,660	2,559,135	1,023,646	39,069
MTA4	W-O MUL-TP-ASMT	113,200,419	58,487,407	23,613,134	14,734,580	15,164,520	1,198,847	1,931
MTA5	BM-PV MUL-TP-ASMT	47,926,280	22,534,494	22,298,919	1,443,550	730,687	908,834	9,796
PBM	BLUE MOUND PARK DIST	10,762,343	8,679,359	22,462	1,118,030	729,606	212,886	0
PDEC	DECATUR PARK DIS	829,571,292	497,845,875	3,161,975	250,821,315	60,688,968	17,053,159	0
PFRC	FRIENDS CRK PARK	34,040,345	15,381,402	17,533,574	1,055,481	69,888	0	0
PILL	ILLINI PARK DIST	30,168,221	13,220,530	13,235,885	1,856,843	1,163,098	689,865	2,000
PNIA	NIANTIC PARK DISTRICT	18,457,981	5,932,731	9,955,779	791,803	1,411,352	366,316	0
PWHT	WHITMORE PARK DIST	71,737,860	33,344,029	14,475,556	14,077,836	9,829,767	10,672	0
SARG	ARGENTA SANITARY	9,999,819	8,780,073	196,084	957,818	65,844	0	0
SDEC	DECATUR SANITARY	1,052,022,199	653,413,105	4,161,618	311,172,726	65,488,037	17,786,713	0
TC02	BLUE MOUND CEMETERY	22,984,389	11,251,069	11,195,986	178,483	1,081	347,974	9,796
TC14	OAKLEY CEMETERY	27,627,534	16,546,286	9,087,728	446,947	356,467	1,188,175	1,931
TC15	PLEASANT VIEW CEMETERY	24,941,891	11,283,425	11,102,933	1,265,067	729,606	560,860	0

Description	Total	Residential	Form	Commercial	Industrial	Rail Road	Mineral
TC17 SOUTH WHEATLAND CEMETERY	77,463,028	64,554,251	10,564,917	955,881	197,917	1,155,517	34,545
TC18 WHITMORE CEMETERY	85,572,885	41,941,121	14,525,406	14,287,633	14,808,053	10,672	0
TT01 AUSTIN TOWNSHIP	14,806,652	2,207,250	12,572,159	27,243	0	0	0
TT02 BLUE MOUND TOWNSHIP	22,984,389	11,251,069	11,195,986	178,483	1,081	347,974	9,796
TT04 DECATUR TOWNSHIP	477,845,878	262,116,262	1,822,917	154,143,127	42,841,265	16,922,307	0
TT05 FRIENDS CRK TWP	34,040,345	15,381,402	17,533,574	1,055,481	69,888	0	0
TT06 HARRISTOWN TWP	33,741,225	18,816,224	9,255,962	3,824,857	1,147,783	657,330	39,069
TT07 HICKORY PT TWP	367,134,048	218,177,796	10,246,159	123,498,993	14,126,861	1,049,110	35,129
TT08 ILLINI TOWNSHIP	30,168,221	13,220,530	13,235,885	1,856,843	1,163,098	689,865	2,000
TT09 LONG CRK TOWNSHIP	209,454,641	171,025,236	9,803,012	27,326,663	722,288	577,442	0
TT10 MAROA TOWNSHIP	37,274,695	18,867,337	14,396,138	2,222,558	1,788,662	0	0
TT12 MT ZION TOWNSHIP	146,948,666	107,683,186	21,636,990	13,207,940	3,483,040	937,510	0
TT13 NIAN TIC TOWNSHIP	18,457,981	5,932,731	9,955,779	791,803	1,411,352	366,316	0
TT14 OAKLEY TOWNSHIP	27,627,534	16,546,286	9,087,728	446,947	356,467	1,188,175	1,931
TT15 PLES VW TOWNSHIP	24,941,891	11,283,425	11,102,933	1,265,067	729,606	560,860	0
TT16 SO MACN TOWNSHIP	24,091,504	11,211,562	11,479,713	1,137,977	220,840	41,412	0
TT17 SO WHTL TOWNSHIP	77,463,028	64,554,251	10,564,917	955,881	197,917	1,155,517	34,545
TT18 WHITMOR TOWNSHIP	85,572,885	41,941,121	14,525,406	14,287,633	14,808,053	10,672	0
U001 ARG-OREANA SCH#1	132,292,171	54,316,297	32,143,664	24,222,311	21,448,530	160,406	963
U002 MAROA-FORS SCH#2	193,679,816	108,240,927	19,622,418	62,271,314	3,110,041	408,818	26,298
U003 MT ZION SCH #3	273,094,917	217,908,853	19,480,057	30,699,443	3,695,944	1,310,620	0
U009 SANGAMON VALY SD#9	52,250,350	23,970,988	20,015,644	4,642,047	2,559,135	1,023,467	39,069
U011 WAR-LATHAM SCH#11	109,733,602	68,878,612	17,990,983	17,935,776	3,694,988	1,225,195	8,048
U015 MERIDIAN SCH#15	110,786,961	60,525,202	42,092,157	4,863,515	1,435,731	1,826,015	44,341
U02A MAROA-FORS SCH#2A	2,544,332	513,372	2,003,717	27,243	0	0	0
U061 DECATUR SCH #61	700,334,824	435,745,816	2,861,022	199,980,031	44,432,219	17,313,916	1,820

Description		Total	Residential	Farm	Commercial	Industrial	Rail Road	Mineral
U06A	CENTRAL A & M #21	3,730,059	1,046,234	2,646,699	20,714	8,678	7,734	0
U100	CER GORD SCH#100	34,313,247	16,768,588	15,758,047	236,631	260,536	1,287,514	1,931
U11A	WAR-LATHAM SCH#11A	11,596,192	1,610,330	9,985,862	0	0	0	0
U15A	CLINTON SCH#15	404,237	0	404,237	0	0	0	0
U23A	MT PULASKI SC 23	261,891	83,548	178,343	0	0	0	0
U301	OKAW VALLEY SCH #302	3,839,309	606,901	3,232,408	0	0	0	0
VARG	ARGENTA VILLAGE	9,880,658	8,779,272	116,378	941,054	43,954	0	0
VBLM	BLUE MOUND VILLAGE	10,833,538	8,679,359	22,462	1,118,030	729,606	284,081	0
VDEC	CITY OF DECATUR	843,859,263	495,464,451	5,211,462	262,574,419	64,526,573	16,082,358	0
VFOR	FORSYTH VILLAGE	132,963,705	86,818,596	144,570	45,619,306	305,334	75,899	0
VHAR	HARISTWN VILLAGE	14,444,121	12,462,717	113,392	1,775,820	24,168	65,774	2,250
VLCK	LONG CRK VILLAGE	24,698,080	20,299,599	623,783	3,667,521	107,177	0	0
VMAC	CITY OF MACON	9,383,299	8,048,042	174,284	958,690	197,346	4,937	0
VMAR	CITY OF MAROA	17,049,332	14,751,812	171,323	1,890,225	235,972	0	0
VMTZ	MT ZION VILLAGE	112,629,045	99,326,196	662,164	12,427,278	57,214	156,193	0
VNIA	NIANTIC VILLAGE	7,473,198	4,833,915	346,980	791,803	1,411,352	89,148	0
VORE	OREANA VILLAGE	9,704,719	8,473,989	24,258	750,651	455,821	0	0
VWAR	WARNSBRG VILLAGE	12,243,407	10,092,732	27,998	1,519,975	539,547	63,155	0
WMAH	MAHOMET AQUIFER WA	1,107,820,635	664,168,178	45,812,753	310,540,328	68,475,599	18,788,648	35,129
ZTF0	GRAND & OAKLAND TIF	1,220,524	71,274	0	1,149,250	0	0	0
ZTF1	GUSTIN&NELSON TIF MT ZION	5,233,730	1,103,059	0	4,130,671	0	0	0
ZTF2	MAROA CITY TIF	1,169,241	597,604	61,554	424,561	85,522	0	0
ZTF3	PINES TIF	689,974	0	0	689,974	0	0	0
ZTF4	SOUTHEAST PLAZA TIF-1997	3,332,550	3,240,896	0	91,654	0	0	0
ZTF5	OLDE TOWNE REDEV	10,150,281	2,365,950	0	7,784,331	0	0	0
ZTF6	NEAR NORTH REDEV AREA	5,340,837	231,206	0	5,039,975	69,656	0	0

Estimated Taxable Value Report

Tax Year 2017

Description		Total	Residential	Farm	Commercial	Industrial	Rail Road	Mineral
ZTF7	CITY OF MACON TIF	4,067,159	2,599,836	144,980	1,028,246	294,096	0	0
ZTF8	EASTGATE TIF	963,211	0	1,191	962,020	0	0	0
ZTF9	NIANTIC TIF	123,340	118,722	4,618	0	0	0	0
ZTFA	SOUTHSIDE REDEVELOPMENT	347,606	0	0	106,038	241,568	0	0
ZTFB	WARRENSBURG TIF	128,004	52,598	1,026	53,135	18,933	2,313	0
ZTFC	HARRISTOWN TIF REDEVELOPMI	1,046,063	711,777	15,407	318,879	0	0	0
ZTFD	CITY OF MACON II TIF	38,409	27,879	1,624	8,906	0	0	0

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
GENERAL CORPORATE FUND PURPOSES**

RESOLUTION NO. B-3-11-17

BE IT RESOLVED by the Macon County Board in and for the County of Macon in the State of Illinois, hereby orders that a tax of and for the sum of Three Million Nine Hundred Ninety Five Thousand Dollars (\$3,995,000) be, and the sum hereby is levied upon all taxable property within the County of Macon, State of Illinois for the fiscal period beginning December 1, A.D., 2017 to November 30, 2018 inclusive for the "General Corporate" purposes of said County; and

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property an amount sufficient to raise or produce the sum of Three Million Nine Hundred Ninety Five Thousand Dollars (\$3,995,000), the said sum to be used for the purposes stated separately in said exhibits, and such tax levy as made and provided and said respective sums are required for the payment of necessary County expenses and legal liabilities as hereinafter set forth in said exhibits.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
RETIREMENT FUND PURPOSES**

RESOLUTION NO. B-4-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of Two Million, Two Hundred Fifty Thousand Dollars (\$2,250,000) for the "Retirement Fund" for the County Employees of Macon County, Illinois which said sum is to be used by the County to pay the County's share of the Retirement Pension Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the taxable property in said County a tax of Two Million, Two Hundred Fifty Thousand Dollars (\$2,250,000) such tax be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Retirement Fund", which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
SOCIAL SECURITY FUND PURPOSES**

RESOLUTION NO. B-5-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of One Million One Hundred Thousand Dollars (\$1,100,000) for the "Social Security Fund" for the County Employees of Macon County, Illinois which said sum is to be used by the County to pay the County's share of the Social Security Taxes.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property, an amount sufficient to raise or produce the sum of One Million One Hundred Thousand Dollars (\$1,100,000) the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Social Security Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR INSURANCE
LOSS AND LIABILITY FUND PURPOSES**

RESOLUTION NO. B-6-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of One Million One Hundred Eighty Thousand Dollars (\$1,180,000) for the maintenance and expenses of the "Insurance Loss and Liability Fund" to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County, a tax of One Million One Hundred Eighty Thousand Dollars (\$1,180,000), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Insurance Loss and Liability Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
JUDGMENT FUND PURPOSES**

RESOLUTION NO. B-7-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of Four Hundred Seventy Five Thousand Dollars (\$475,000) for the maintenance and expenses of the "Judgment Fund" to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County, a tax of Four Hundred Seventy Five Thousand Dollars (\$475,000), such tax be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Judgment Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR THE HEALTH
DEPARTMENT UNIT FUND PURPOSES**

RESOLUTION NO. B-8-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of One Million Six Hundred Twenty Three Thousand Eight Hundred Sixty One Dollars (\$1,623,861) for the maintenance and expenses of "Macon County Health Department Unit" to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County, a tax of One Million Six Hundred Twenty Three Thousand Eight Hundred Sixty One Dollars (\$1,623,861), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Macon County Health Department Unit" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
COUNTY HIGHWAY FUND PURPOSES**

RESOLUTION NO. B-9-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board for the County of Macon, Illinois, the said Macon County Board hereby **PROVIDES AND ORDERS** that a tax of and for the sum of One Million Five Hundred Seventy Nine Thousand Dollars (\$1,579,000) be, and the said sum is hereby levied on all taxable property within the County of Macon, Illinois for the fiscal year beginning December 1, A.D., 2017 to November 30, 2018 inclusive, the proceeds of said tax to be credited to a "County Highway Fund" to be used for the purpose of improving, maintaining and repairing by the County, for purposes of payment of lands, quarries, pits and other deposits of road material required by the County for such purposes, and for such other purposes as may be incidental to the improving, maintaining, and repairing roads including the construction and erection of buildings for the housing of machinery, equipment, and materials used in and about the improvement and maintenance of said highways.

BE IT FURTHER RESOLVED and ORDERED AND DIRECTED by the Macon County Board of Macon County, Illinois that the County Clerk of Macon County be, and he is hereby directed to extend upon the tax books of the County of Macon for the year 2017 against all classes of taxable property in said County, a tax of an amount or rate per cent sufficient to raise and produce the sum of One Million Five Hundred Seventy Nine Thousand Dollars (\$1,579,000), exclusive of any amount necessary to pay the principal or interest on any County Road Bonds, all of said monies to be derived from the said County Highway Tax to be placed in a separate fund to be known as the "County Highway Fund", said respective sums being required for the payment of the necessary expenses and legal liabilities of the County Highway Department as herein set forth which said tax shall be in addition to all other taxes which said County gives now or hereafter may be authorized to levy on the aggregate valuation of all property within said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
MATCHING FUND PURPOSES**

RESOLUTION NO. B-10-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of Seven Hundred Eighty Nine Thousand Dollars (\$789,000) for the purpose of providing part of the County's share of the costs of highway improvement, the said levy shall be placed in a separate fund to be known as the "Matching Fund" and to be used for no other purposes.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County a tax of Seven Hundred Eighty Nine Thousand Dollars (\$789,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Matching Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR COUNTY
SPECIAL BRIDGE FUND PURPOSES**

RESOLUTION NO. B-11-11-17

WHEREAS, that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of Seven Hundred Eighty Nine Thousand Dollars (\$789,000) for the building or repair of bridges, culverts, drainage structures, grade separations, embankments, trestles and approaches thereof on or across any public road. The levy aforesaid shall be placed in a separate fund to be known as the "County Special Bridge Fund" and to be used for no other purpose, said respective sums being required for the payments of the necessary expenses and legal liabilities of the County of Macon with reference thereto.

BE IT FURTHER RESOLVED and ORDERED AND DIRECTED by the Macon County Board of Macon County, Illinois that the County Clerk of Macon County be, and he is hereby directed to extend upon the tax books of the County of Macon for the year 2017 against all classes of taxable property in said County a tax of Seven Hundred Eighty Nine Thousand Dollars (\$789,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as "County Special Bridge Fund" now, or may hereafter be, authorized to levy on the aggregate valuation of all property within said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
DPBC LEASE FUND PURPOSES**

RESOLUTION NO. B-12-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois, as equalized for the year 2017 a tax of and for the sum of Five Million Two Hundred Sixty Four Thousand, Nine Hundred Twenty Five Dollars (\$5,264,925) for the maintenance and expenses of the "DPBC Lease Fund" to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County a tax of Five Million Two Hundred Sixty Four Thousand, Nine Hundred Twenty Five Dollars (\$5,264,925), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "DPBC Lease Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
HISTORICAL MUSEUM FUND PURPOSES**

RESOLUTION NO. B-13-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of Thirty Three Thousand Dollars (\$33,000) for the cost of maintaining a "Historical Museum Fund" in order to defray said liabilities for said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County a tax of Thirty Three Thousand Dollars (\$33,000), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Historical Museum Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR THE
VETERANS COMMISSION FUND PURPOSES**

RESOLUTION NO. B-14-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017, a tax of and for the sum of Two Hundred Thirty Nine Thousand Four Hundred Dollars (\$239,400) for the maintenance and expenses of a "Veterans Assistance Commission" to meet and defray all of the necessary expenses and liabilities of said Fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County a tax of Two Hundred Thirty Nine Thousand Four Hundred Dollars (\$239,400), the said tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Veterans Assistance Commission" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR
MENTAL HEALTH FUND PURPOSES**

RESOLUTION NO. B-15-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois as equalized for the year 2017 a tax of and for the sum of Two Million Four Hundred Ninety Five Thousand Five Hundred Ninety Four Dollars (\$2,495,594) for the maintenance and expenses of the "Mental Health Commission Board Fund" to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County a tax of Two Million Four Hundred Ninety Five Thousand Five Hundred Ninety Four Dollars (\$2,495,594), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund known as the "Mental Health Commission Board Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ESTABLISHING TAX LEVY FOR MACON
COUNTY EXTENSION FUND PURPOSES**

RESOLUTION NO. B-16-11-17

BE IT RESOLVED that in addition to the tax levies hereinbefore provided by the Macon County Board in and for the County of Macon, Illinois, it is **PROVIDED AND ORDERED** by the said Macon County Board that there be, and there hereby is levied upon all taxable property in Macon County, State of Illinois, as equalized for the year 2017 a tax of and for the sum of Four Hundred Forty Five Thousand One Hundred Thirty Six Dollars (\$445,136) for the maintenance and expenses of the "Macon County Extension Fund" to meet and defray all of the necessary expenses and liabilities of said fund.

BE IT FURTHER RESOLVED that it is **FURTHER ORDERED AND DIRECTED** that the County Clerk of Macon County, Illinois be, and is hereby directed to extend upon the tax books of Macon County for the year 2017 against all classes of taxable property within the said County a tax of Four Hundred Forty Five Thousand One Hundred Thirty Six Dollars (\$445,136), such tax to be levied and collected in like manner with the general taxes of said County, and to form when collected a fund to be known as the "Macon County Extension Fund" which said tax shall be in addition to all other taxes which said County is now or hereafter may be authorized to levy on the aggregate of all property within the said County.

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES_____NAYS_____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
OF AUTHORIZATION FOR TAX ANTICIPATION
WARRANTS AGAINST LEVIES FOR VARIOUS
FUNDS HEREIN**

RESOLUTION NO. B-17-11-17

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

NOW, THEREFORE, BE IT RESOLVED that the following named funds be, and the same hereby are provided to meet all the necessary expenses and liabilities of the County of Macon, State of Illinois, including monies necessary for the payment of unpaid claims from the fiscal period preceding due and unpaid but audited, allowed, and approved for payment by the Macon County Board in and for the said County by and through the issuance and disposal of the County of Macon, State of Illinois, of warrants drawn against and in anticipation of taxes by the Macon County Board for the County of Macon, State of Illinois, for the fiscal period commencing December 1, A.D., 2017 and to the extent of eighty-five percent (85%) of the taxes levied in the respective cases, but in the aggregate to the extent of not more than the amount opposite each respective fund and otherwise to the extent and in the manner provided by law, or so much thereof as from time to time may be required and authorized, the same to be consecutively numbered and to be retired in the numerical order of their issuance as is by law provided.

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

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

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

General Corporate Fund	\$3,395,750.00
Retirement Fund	\$1,912,500.00
Social Security Fund	\$ 935,000.00
Insurance Fund	\$1,003,000.00
Judgment Fund	\$ 403,750.00
Health Fund	\$1,380,281.85
Highway Fund	\$1,342,150.00
Highway Matching Fund	\$ 670,650.00
Special Bridge Fund	\$ 670,650.00
DPBC Lease Fund	\$4,475,186.25
Historical Museum Fund	\$ 28,050.00
Veterans Fund	\$ 203,490.00
Mental Health Fund	\$2,121,254.90
Macon County Extension Fund	\$ 378,365.60

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING THE 2017-2018 BUDGET**

RESOLUTION NO. B-18-11-17

WHEREAS, the Macon County Board met on November 9, 2017; and

WHEREAS, the Macon County Board in and for the County of Macon in the State of Illinois finds that estimates of receipts and payments and revenue and expenditures for the fiscal period beginning December 1, 2017 thru November 30, 2018 put on display by the Macon County Auditor are correct as amended per the attachment.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the 2017-2018 Budget presented by the Macon County Auditor as per the attachment.

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

PRESENTED, PASSED, APPROVED this 9th day of November, 2017

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

Changes to Display Budget FY2018

		<u>Per Display Budget</u>	<u>Requested change</u>	<u>Per Final Budget</u>
<u>State's Attorney Grant Fund DUI Grant 092-062</u>				
Revenue	092-062-4350	\$ (58,770)	\$ (4,824)	\$ (63,594)
Asst State's Attorney Salary	092-062-5055	41,200	4,100	45,300
Social Security	092-062-6011	3,152	313	3,465
Retirement	092-062-6012	4,666	245	4,911
Total Change to SA DUI Grant- Increased Net Revenue			<u>\$ (166)</u>	
<u>Veterans Assistance Commission Fund 087</u>				
Help 4 Heroes Donations	087-000-4970	-	(150,000)	(150,000)
Help 4 Heroes Expenses	087-000-7358	-	75,000	75,000
Emergency Assistance	087-000-7360	18,000	4,000	22,000
Total Change to VAC - Increased Net Revenue			<u>\$ (71,000)</u>	
<u>Insurance Fund 011</u>				
Current Taxes	011-000-4110	(1,150,000)	<u>\$ (30,000)</u>	(1,180,000)
correct scrivener's error				

**MACON COUNTY BOARD RESOLUTION
APPROVING AN AGREEMENT BETWEEN
MACON COUNTY AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES COUNCIL
31 AFL-CIO LOCAL 612 CLERICAL UNIT**

RESOLUTION NO. G-4733-11-17

WHEREAS, the Macon County Negotiations Committee has reached an agreement between Macon County and the American Federation of State, County and Municipal Employees Council 31 AFL-CIO Local 612, Macon County Clerical Unit; and

WHEREAS, the attached contract agreement with AFSCME 31 AFL-CIO Local 612 has been agreed to by all parties involved.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached contract agreement between Macon County and the American Federation of State, County and Municipal Employees Council 31 AFL-CIO Local 612, Macon County Clerical Unit thru November 30, 2021.

BE IT FURTHER RESOLVED that this Resolution shall become effective December 1, 2017.

PRESENTED, PASSED and APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board

AGREEMENT

BETWEEN

MACON COUNTY

AND

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
COUNCIL 31 AFL-CIO

FOR ITS AFFILIATED LOCAL
612

CLERICAL UNIT

EFFECTIVE

DECEMBER 1, 2017 TO NOVEMBER 30, 2021

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I. AGREEMENT

This Agreement is entered into between the American Federation of State, County and Municipal Employees, Council 31 AFL-CIO for its Affiliated Local 612 (hereafter referred to as the "Union"), and Macon County as a body politic, the Macon County Clerk, Macon County Recorder, Macon County Auditor, Macon County Coroner, Macon County Sheriff, Macon County Treasurer/ Collector, and the Macon County Board, as Co-Employers, (hereafter referred to as the "Employer").

II. RECOGNITION

A. The Employer, due to the enactment of the Illinois Public Labor Relations Act, recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, salaries, hours, working conditions, and other conditions of employment for all regular employees in the Offices of the Macon County Clerk, Macon County Recorder, Macon County Coroner, Macon County Auditor, Macon County Sheriff, Macon County Treasurer/Collector, and those employees under the supervision of the Macon County Board, in those job classifications are hereinafter referred to as the bargaining unit and are listed in Attachment "A", excluding supervisory, confidential managerial, executive, craft, part-time, seasonal, and casual employees and all employees not listed in Attachment "A."

B. The Employer agrees to negotiate with the Union concerning only those newly created classifications which are includable in the bargaining unit.

C. Officeholders, Supervisors, Department Heads, and other management personnel, may perform bargaining unit work which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

D. The Employer agrees to notify the Union when resolutions are passed which affect matters pertaining to and stated in paragraph A above.

ATTACHMENT "A" TO RECOGNITION

All job classifications set forth below are recognized by the Employer and Union as job classifications that the parties agree comprise the bargaining unit herein.

Assessor: Deputy Supervisor of Assessments, Tax Mapping Specialist Clerk

Treasurer: Supervisor of Collections, Assistant Deputy Collector, Assistant Deputy Treasurer

Auditor: Accounting Clerk, Benefits Administrator, Payroll and Payables Administrator

Animal Control: Animal Control Officer, Rabies Secretary, Kennel Helper

Emergency Management Agency: Emergency Management Agency Administrative Assistant

County Board Office: Printer, Clerk, Receptionist

Recorder: Assistant Chief Deputy Recorder, Deputy Recorder

County Clerk: Clerk, Vital Records Coordinator, Chief Election Coordinator, Assistant Election Coordinator, Tax Extension Officer

Coroner: Clerk-Steno/Deputy Coroner

Sheriff: Clerk

All remaining job classifications in the above listed county offices are excluded from the bargaining unit, including, but not limited to:

All Elected Officials

Treasurer: Chief Deputy Treasurer

Auditor: Chief Deputy Auditor

Animal Control: Animal Control Director, Animal Control Chief Warden, Animal Control Shelter Manager, Animal Control Assistant Director, Animal Control Rabies Administrator, Animal Control Assistant Rabies Administrator

Emergency Management Agency: Emergency Management Agency Coordinator, Emergency Management Agency Assistant Coordinator

County Board Office: Executive Assistant to the County Board and Workers' Compensation Administrator, Executive Secretary to the County Board, Safety Director, Planning and Zoning Administrator, GIS Planner, Property Standards Officer, Code Enforcement Officer

Recorder: Chief Deputy Recorder

County Clerk: Chief Deputy County Clerk

Coroner: Not Applicable

Sheriff: Executive Secretary, Office Manager, Records Administrator, Corrections Confidential Secretary

Assessor: Supervisor of Assessments

III. MANAGEMENT RIGHTS

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

- A. To direct all operations of the respective offices, and of the County as a whole;
- B. To establish reasonable work rules and schedules of work; within statutory and/or regulatory limitations;
- C. To hire, promote, transfer, schedule and assign employees in positions, and to create, combine, modify and eliminate positions within the County;
- D. To suspend, demote, discharge and take other disciplinary action against employees, in accordance with this Agreement;
- E. To layoff employees;
- F. To maintain efficiency of County operations;
- G. To take whatever action is necessary to comply with State and/or Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed, as pertains to County operations, and the number and kind of classifications to perform such services;
- K. To contract out for goods and/or services;
- L. To determine the methods, means and personnel by which operations within the respective offices and departments, are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the County in situations of emergency;
- N. The right to determine staffing patterns, including, but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required and areas worked.

IV. WORK STOPPAGE PROHIBITED

A. **STRIKE/LOCKOUT PROHIBITED:** Neither the Union, nor any of its officers, agents, or county employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement. The County shall not lock out employees during the term of this Agreement.

B. **UNION ACTION:** Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately, in writing, order such members to return to work, provide the Employer with a copy of such order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

C. **PENALTIES:** Any or all of the employees who violate any of the provisions of this Section may be discharged or disciplined by the Employer, including but not limited to; loss of compensation, vacation and sick days. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

V. UNION ACTIVITY

A. **BULLETIN BOARDS:** The Employer shall provide a centralized location within the building, for the Union's bulletin board. The items posted shall not be political, partisan or defamatory in any nature.

B. **UNION BUSINESS:** Union business shall be transacted outside of the normal working hours except as provided by the grievance procedures and the employees who are members of the safety committee and insurance committee. Permission must be received from the Officeholder before a union representative may enter the premises to conduct union business. Strategy time for union business, including, but not limited to, union negotiations and grievance hearings, shall be done outside of normal working hours with the exception of the activity(s) permitted in the grievance section herein.

C. **UNION OFFICIALS:** The Union agrees to provide written notification to the Employer within (5) working days following the election or selection of Union representatives, stewards or other Union officials to enforce the Contract.

D. **UNION ORIENTATIONS:** Each newly hired bargaining unit employee shall, during the employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employee involved. The time for the orientation must be approved in advance by the employee's supervisor, the approval shall not be unreasonably withheld.

VI. NON-DISCRIMINATION

A. **DISCRIMINATION PROHIBITED:** Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. Complaints alleging discrimination must be filed with appropriate state or federal agencies, and are not grievable.

B. **UNION MEMBERSHIP OR ACTIVITY:** Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to not become, or to become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

VII. HOLIDAYS

All employees shall have time off with full payment on the following holidays, at regular straight time:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day (General Assembly Elections Only)
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	Christmas Day

Plus any additional days recognized by the Circuit of Illinois in the Sixth Judicial District, Macon County.

Employees who are scheduled to work a holiday (i.e. Election Day), shall be given as much advance notice as is practicable.

If approved by resolution of the Macon County Board, whenever these holidays fall on a Saturday or Sunday, they shall be observed on the Friday preceding or the Monday following, respectively.

In order to be eligible for holiday pay, employees must work or take approved leave with pay on their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday.

Employees who do not work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday.

Employees who work on any of the holidays listed above shall be paid two times their hourly rate for the number of hours worked, plus holiday pay as specified in the previous paragraph. If the work performed on the holiday extends for more than the regularly scheduled work shift, the employee will continue to be compensated at two (2) times the employees' hourly rate (e.g. holiday pay plus pay for time worked) for the hours actually worked.

Employees who work on a holiday may elect to receive compensatory time off in lieu of holiday pay as specified in the above paragraph. For the purpose of calculating compensatory time for overtime (work in excess of the regularly scheduled work shift), such time shall be calculated at double time.

Compensatory time shall be taken in accordance with procedures and forms established by the specific Officeholder and/or Department Head. Employees whose request for compensatory time is denied three (3) times, may elect to receive pay for earned compensatory time at the applicable rate, or carryover such compensatory time indefinitely.

VIII. SENIORITY - LAYOFFS – VACANCIES

A. PROBATION:

All employees shall serve a probationary period of six (6) consecutive months on the job service following the date of hire.

No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority until he/she has completed their probationary period. Upon completion of the probationary period, the employee shall be granted seniority from his/her most recent date of hire.

B. SENIORITY:

1) Definition:

Seniority for the purpose of retirement, sick leave, and vacation accrual is defined as the employee's length of continuous full-time service from their most recent date of hire.

2) Loss:

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

- a) quits;
- b) is discharged, unless discharge is reversed by competent tribunal;
- c) is absent from work for three (3) consecutive working days without notification to and approval by the Employer, unless the employee is unable to notify the Employer for physical incapacity or other reasonable excuse;
- d) is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;
- e) fails to report for work at the termination of a leave of absence;
- f) if an employee on a leave of absence for personal or health reasons accepts other employment without permission;
- g) if the employee retires.

C. LAYOFFS:

When the Employer determines that layoffs are necessary, they shall also determine the number of employees to be laid off and the classification(s) where the layoffs are to occur. Employees shall be laid off by seniority within the classification

selected for layoff(s) with the least senior employee being laid off first. Provided that, a less senior employee may be exempted from layoff if he/she has demonstrated superior skills and abilities. Employees selected for layoff may elect to bump less senior employees in a lower classification or pay grade, provided the employee has held that position previously. All employees to be laid off will be notified one (1) calendar day prior to the effective date of such layoff.

D. RECALLS:

Laid off employees shall retain recall rights for one (1) year only to the office or department that employed the Employee. Therefore, if the Employee worked in the County Clerk's Office, the recall rights apply only to the County Clerk's Office and not any other office or department covered by this Agreement. If the Employer authorizes that a vacancy be filled, the laid off employee(s) with recall rights who have worked in that office or department previously shall be recalled based upon their seniority provided they are capable and qualified to perform the work and provided that a less senior employee with recall rights may be recalled first if he/she has demonstrated superior skills and abilities.

E. VACANCIES - JOB POSTING:

When the Employer determines that a permanent vacancy for classifications covered by this Agreement has been created and is necessary, he/she shall post for five (5) working days, a notice of intent to fill that vacancy, as well as any other vacancies created by the filling of such vacancy. The form used for posting a permanent vacancy shall list the salary, job title, job responsibilities and requirements, date of availability and the office in which the vacancy is located. A copy of the form shall be provided to the Union for posting on the Union's bulletin boards. No person shall be denied the right to apply for a vacancy. Any employee with recall rights, and then the most senior qualified employees in lower classifications, in the specific office or department, shall have priority to vacancies, provided they are capable and qualified to perform the work.

Then all vacancies will be filled using the following list in descending priority:

1. Any employee with recall rights for that job class, in the specific office or department;
2. The most senior qualified employee in the next lower pay rate, and succeeding lower pay rates in the specific office or department;
3. All others with recall rights from that specific office or department;
4. INTENTIONALLY OMITTED;
5. Employees laid off for two years or less from other offices or departments provided they are capable and qualified to perform the work; provided the laid off employee has applied for the vacant position within five (5) calendar days of the job notice being sent to the employee at the

employee's last known address in the records of the Macon County Auditor;

6. All other means.

An employee who is transferred under this section from another department or office shall continue to have their seniority date as their most recent date of hire with the County for purposes of retirement, sick leave, and vacation accrual but shall be considered as the least senior employee, until other new employees are hired, of that department for purposes of layoff, job bidding within the department, and vacation scheduling.

An employee who is transferred under this Section from another classification /department/office shall serve a one (1) month probationary period following their selection. The employee may, at his/her request, return to his/her former classification/department/office at any time during the probationary period without loss of seniority, at the same rate of pay. The Employer may also return the employee to his/her former classification at any time during the probationary period, with no loss of seniority, at the same rate of pay, for failure to successfully perform the duties of the higher classification. The employee may only exercise their right to return to their former classification/department/office once in a two year time frame.

F. TEMPORARY VACANCIES:

Temporary vacancies may be filled by short-term employees, and are defined as job vacancies that may periodically develop in any classification that do not exceed one hundred eighty (180) days. Job openings that occur on a regular basis and/or that remain open more than two (2) consecutive calendar quarters in any calendar year shall not be considered temporary job openings.

In the event the Employer fills a temporary vacancy with an employee outside the bargaining unit, for work which is usually performed by employees of the bargaining unit, such employees shall be compensated at a rate not to exceed the lowest rate in the affected office.

IX. LEAVES OF ABSENCE

A. SICK LEAVE:

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist, or other professional medical practitioners, and in the event of illness, disability, or injury and/or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be spouse, mother, father, brother, sister, minor children, (under the age of 18 years old or adult children on a case by case basis) or any relative or person living in the employee's household for whom the employee has custodial responsibility and where such presence of the employee is needed. Such days must be used in increments of no less than one (1) hour at a time, unless excused by the Officeholder,

and shall, in any event, be charged to the nearest one-half (1/2) hour.

The Employer will not discipline an employee for legitimate use of sick days. After three (3) consecutive sick days, the Employer may request evidence of his/her good health and ability to return to work. The Employer may also request evidence of use of sick time, if reasonable grounds exist to suspect abuse. Abuse of sick time is the utilization of sick days for reasons other than those stated in this Agreement. (An example is where an employee shows a pattern of abuse such as sick days on Mondays, Fridays after vacations or once a month after sick time is earned. This is only an example of an abuse and the Employer is not limited by reference to this one example.) Sufficient evidence of abuse of sick leave or leaves of absence shall be subject to the disciplinary provisions of this Agreement.

Sick leave may be carried over from year to year and may be accumulated to one hundred fifty (150) days. Unused sick leave upon retirement shall be utilized according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits. When an employee dies or retires (either normal or disability), the employee, or the employee's beneficiary in case of death, may elect to receive a sick leave buyout payment at the rate of fifty percent (50 %) of the employee's accumulated sick leave up to a maximum of thirty (30) accumulated sick leave days (i.e., the maximum sick leave buyout shall be fifteen (15) days pay at the prevailing rate of pay at death or retirement).

B. MILITARY LEAVE:

The County will comply with state and federal laws governing leaves for military service and reserve training.

An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave. The Employer shall pay the difference, if any, between the government allowance and the employee's base salary for two (2) weeks per year. Military training leave shall be granted without the loss of general leave or vacation time.

The employee shall provide a copy of his/her military pay voucher, through his/her Department Head, to the payroll clerk, within fifteen (15) days of receipt. A full accounting of the money received will be made and a copy will be given to the employee for tax purposes.

C. JURY – WITNESS DUTY:

An employee called for jury duty shall have leave, with pay, to perform that duty. Also, if an employee receives service of a subpoena or witness service he/she shall have leave with pay. Any pay received for jury or witness service shall be turned over to the Macon County Treasurer, except that the employee may also keep any pay for service performed on a regularly scheduled weekend, or while on vacation. An employee called for jury duty during a scheduled vacation will be allowed to cancel the vacation and reschedule it at a later date subject to approval of the employer. If an employee is dismissed from jury duty with two (2) or more hours remaining in their regularly scheduled work day, the employee shall return to their regular job position.

D. LEAVE WITHOUT PAY TO ATTEND UNION MEETINGS:

The Union may request a leave of absence without pay, so that their members may attend state, national, and/or International Union meetings. The Union may request a maximum of four (4) employees to attend these meetings, and in no case shall there be more than one (1) from anyone (1) office and/or department for the same meeting. No one member shall be granted more than thirty (30) work days of such leave in a twelve (12) month period.

All requests shall be submitted, in writing, to the Officeholder or the Department Head concerned, at least ten (10) days prior to the requested leave of absence. The Employer shall not unreasonably withhold permission to attend these meetings.

E. DISABILITY LEAVE:

Employees who have utilized all their accumulated sick leave and are unable to report to, or back to work, because of the start of or the continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; and shall be submitted every thirty (30) days during the period of disability, unless waived by the Officeholder or Department Head. Prior to requesting such leave, the employee shall inform the Officeholder and/or Department Head in writing, as to the nature of the disability and the approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid by the Employer. The Employer will not arbitrarily deny such a leave request.

F. PERSONAL LEAVE:

Employee shall be credited with two (2) personal days per year with pay for personal business which cannot be scheduled outside of normal work hours, upon approval of the specific Officeholder and/or Department Head. The employee shall request such personal leave at least forty-eight (48) hours prior to the leave, unless such leave is an emergency. Personal days may be used in one (1) hour increments.

In the event an employee has personal days unused at the end of a calendar year, he/she may carryover not more than two (2) personal leave days which must be used during the next calendar year.

G. FUNERAL LEAVE:

All employees shall be allowed up to three (3) days paid funeral leave for the purpose of attending a funeral in the event of the death of the employee's spouse, child, or parent. All employees may be allowed up to three (3) days paid funeral leave for the

purpose of attending a funeral in the event of the death of the employee's stepchild, mother, father, sister, brother, sister-in-law, brother-in-law, parents-in-law, step-parent, grandparents, grandchildren, grandparents of spouse, or any person living in the Employee's household. Such leave shall not be deducted from any other leave or vacation benefit. The duration of the leave shall be approved by the Officeholder and/or Department Head, provided such approval shall not be unreasonably withheld. Leaves of longer duration may be granted upon mutual agreement of the Employer and the Employee.

H. SERVICE CONNECTED INJURY:

An employee who suffers an on-the-job injury shall be allowed full pay for the first three (3) days following the injury without utilization of any accumulated sick leave or other benefits. Thereafter, if the service connected injury becomes the subject of an award by the Industrial Commission, the employee shall not lose pay or sick leave benefits for the period the employee is eligible for and receives workman's compensation benefits. The Employer will supplement workers' compensation benefits up to the amount of the employee's regular weekly salary.

I. EMPLOYEE RIGHTS AFTER LEAVE:

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position in which the employee was incumbent prior to the commencement of such leave, providing the position is still open, and seniority permitting. Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

J. OTHER LEAVES OF ABSENCE:

Each Officeholder and Department Head may grant leaves of absence without pay at his/her discretion, for reasons and under circumstances that he/she deems appropriate. Leaves of absence granted by Department Heads under contract with the Macon County Board, is a leave granted for a period of not less than five (5) consecutive work days and not more than six (6) months. A leave of absence is renewable for one additional period, not to exceed six (6) months.

K. UNPAID LEAVES/SENIORITY:

1. Employees on unpaid leave of absence shall not accrue seniority during such leave nor any benefits under this Agreement other than as set forth in Article IX, Section I and Article XIII(b). However, employees shall accrue seniority during one unpaid leave of absence of sixty (60) days or less per year, as calculated upon the employees, anniversary date.

It is understood that employees shall not lose seniority already accrued prior to the unpaid leave.

2. Should an employee on unpaid leave desire to return to work and their incumbent position is not open, then the employee may bump the least senior employee in a classification previously held by the affected employee or elect to go into a layoff status with recall rights and shall accrue no seniority during this voluntary layoff.

L. FAMILY LEAVE:

Employees may take up to twelve (12) weeks of unpaid leave in the following instances:

1. Because of the birth of a son or a daughter of an employee and in order to care for such son or daughter.
2. Because of the placement of a son or a daughter with the employee for adoption or foster care.
3. Because of a serious health condition of an employee that makes the employee unable to perform the functions of the position of such employee.
4. In order to care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.

The entitlement to leave under this paragraph for a birth or placement of a son or daughter shall expire at the end of a twelve (12) month period beginning on the date of such birth or placement.

The Employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status. If the employee fails to return from the leave as provided under this section, the employee shall reimburse the employer the premium that the employer paid during the period of unpaid leave unless such failure to return is based upon continued serious health conditions or other circumstances beyond the employee's control.

The leave permitted under this paragraph shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the employer agree otherwise.

Employees shall have the option of using accumulated time prior to going on unpaid leave. Employees shall not be required to use any accumulated time prior to going on leave.

Any employee who takes a leave pursuant to this section shall be entitled, upon return from such leave:

1. to be restored by the Employer to the position held by the employee when the leave commenced, seniority permitting, or, if seniority does not permit, then;

2. to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, seniority permitting.

X. VACATIONS

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

Employees employed 1-6 years	10 days
Employees employed 7-14 years	15 days
Employees employed 15 or more years	20 days

One additional day to be added for each 5 years worked after 15 years (i.e., on the 20th anniversary the employee shall earn an additional day).

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

Vacation time must be taken in increments of not less than one-half (½) day at a time, and may not be taken until it is earned. Vacation time shall not be accumulated for more than twelve (12) months after the end of the anniversary date in which it is earned, except that an employee may at his/her option carry over one week of vacation to the next year so long as the Employer has authorized such carryover..

VACATION SCHEDULES: By January 15 of each calendar year, employees may submit, in writing, to the Employer, their preference for vacation, provided, an employee may not submit more than three (3) preferences. In establishing vacation schedules, the Employer shall consider the operating needs of the office and the employee's preference. An employee's preference shall be defined as a specific block of time, uninterrupted by work days. In any event, upon approval, vacation time must be scheduled so that it is taken no later than twelve (12) months after the expiration of the anniversary date in which such vacation time was earned. If an employee does not request and receive accrued vacation within the twelve (12) month period, vacation earned during such employee fiscal year shall be lost. Employees who file their preference by January 15 shall be notified of the vacation schedules by January 31 of that calendar year. Under dire circumstances, the employer may cancel any employee's vacation if deemed necessary and as dictated by changing situations. If the employee incurs any costs due to such cancellation of vacation, the employer will reimburse the employee for the loss upon proof. Conflicts in requests for vacation shall be resolved in favor of the most senior employee.

When an employee dies, is laid off, or resigns, after having completed twelve (12) months of continuous service, he/she shall receive a lump sum payment for any earned and unused vacation time, including any prorated amount for the partial year between his/her anniversary date and the date of termination.

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

Vacations that are not taken within the twelve (12) month period immediately following the period in which they accrue, shall be considered waived. If vacation is requested but denied or cancelled within the one year period, or if the Officeholder and/or Department Head gives approval, in writing, unused vacation may be carried over for a maximum of one (1) additional year.

When a holiday falls during an employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

XI. UNION SECURITY

A. **FAIR SHARE:** Employees who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012, as amended, of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member's share shall not exceed dues uniformly required of Union members.

B. **RELIGIOUS EXEMPTION:** Should any employee be unable to pay their contribution to the Union, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a nonreligious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

C. **NOTICE AND APPEAL:** The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

D. **CHECK OFF/FAIR SHARE DEDUCTIONS:** The Employer agrees to deduct each month, Union dues, assessments, P.E.O.P.L.E. contributions and Union sponsored benefit program contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. A Union member desiring to revoke their Union membership, may do so by written notice to the Employer and the Union during the thirty (30) day period prior to the expiration date of this Contract. Thereafter, such

employee shall pay their fair share in accordance with paragraph A above.

The proportionate fair share payment, as certified to be current by the Union (not to exceed the amount of Union dues) pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member on the last payday of the month.

E. INDEMNIFICATION: The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this article.

XII. GRIEVANCE PROCEDURE

The parties recognize that it is in the best interests of everyone involved to attempt to resolve grievances efficiently. For that reason, employees are encouraged to promptly file grievances; and Supervisors, Elected Officials, and Department Heads are urged to promptly respond thereto.

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

B. REPRESENTATION: Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group grievants at any step of the Grievance Procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. Grievances may be filed on behalf of two (2) or more employees only if the employees work in the same office, the facts, issues, and requested remedies apply to all employees in the group.

C. SUBJECT MATTER: Only one subject matter shall be covered in anyone grievance.

The written grievance shall contain a statement of the grievants complaint, the article and section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

D. TIME LIMITATION: Grievances must be filed within five (5) working days of the alleged violation. They may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except step three (3).

E. GRIEVANCE MEETINGS: A maximum of one (1) employee (the grievant or the Union steward) per work shift, shall be excused from work with pay to investigate a possible grievance. A maximum of two (2) employees (the grievant and/or the Union steward) shall be excused from work with pay to participate in a step one (1), step two

(2), or step three (3) grievance meeting. The employee shall only be excused for the amount of time reasonably required to present the grievance.

F. STEPS IN PROCEDURE:

STEP ONE (1): In the event of an alleged grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later, unless the employee believes that the assignment endangers his/her safety. Then, the employee, alone or with one (1) Union representative, shall orally contact his/her immediate supervisor or designee (which may be the Officeholder or Department Head) within five (5) working days after he/she knew or should have known of the cause of such alleged grievance. The employee's immediate supervisor shall, within five (5) working days, orally inform the employee of his/her decision. For the purposes of this Article, the working day shall be defined as any day on which the Employer's administrative offices are open and conducting business.

STEP TWO (2): If the alleged grievance is not settled at the first step, the Union shall prepare a written grievance and present it to the appropriate Officeholder or Department Head no later than ten (10) working days after the events upon which the grievance occurred. Within five (5) working days after the Step 2 grievance is presented to the Officeholder or Department Head, the Officeholder or Department Head shall meet with the Union to discuss the alleged grievance. The Officeholder or Department Head may respond in writing within five (5) working days following the meeting, informing the Union of the decision. Failure by the Officeholder or Department Head to respond in writing within five (5) days shall be deemed a denial of the grievance.

STEP THREE (3): Only in the case of the Macon County Board, acting in its capacity as an Officeholder, or a Department Head who is an appointed Official, if the alleged grievance is not settled in Step Two (2), the Union shall present to the Personnel Committee of the Macon County Board, their written grievance, within ten (10) working days after the answer received in Step Two (2). The Personnel Committee shall, within twenty (20) days after the receipt of the alleged grievance, notify the Union of its decision.

STEP FOUR (4): In the case of the Macon County Board employees, the Step Three (3), in the case of the Macon County Clerk, Macon County Recorder, Macon County Sheriff, Macon County Coroner, Macon County Auditor, and the Macon County Treasurer/Collector: If the matter is not adjusted in Step Two (2), or Step Three (3), as the case may be; or no answer is given within the time specified, the Union, by written notice to the Employer, within ten (10) working days after the Step Two (2), or Step Three (3) answer as the case may be, or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. If the grievance is not submitted to the American Arbitration Association within one hundred twenty (120) days after the answer of the officeholder or OPL, then the parties agree that the grievance shall be deemed waived and the grievant and/or union is banned from further appeal of the alleged violation.

G. ARBITRATION PROCEDURES:

Representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the case involves the Macon County Board, then the Employer representative is the Chairman of the Personnel Committee of the Macon County Board; and in the case of the Officeholders, then the Employer representative is that Officeholder. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party may reject an entire panel of arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives, and shall be notified of the issue where mutually agreed to by the parties. All hearings shall be held in the City of Decatur, unless mutually agreed otherwise.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The rules of the American Arbitration Association shall apply.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made, that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from any of the provisions of the Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be borne equally. Nothing in this article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement. The decision and award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee and/or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half of the transcription fee and the full cost of duplicating its copy.

H. PROCESSING GRIEVANCES:

(1) TIME OFF: The meeting set forth in this Article shall not be scheduled during the working hours of the steward or grievant unless mutually agreed. The

County shall pay for all lost time by the steward and the grievant when attending such meetings requested by the County scheduled during the working hours. The grievant(s) and/or grievant's representative will be permitted reasonable access to investigate and process grievance outside of scheduled working hours. The grievant(s) Union representative will not be permitted to investigate or process grievances during normal business hours except in cases of an emergency as set forth below. An emergency shall be deemed to be an act that potentially causes or does cause a dangerous working environment. Union representative may leave their workplace to investigate, file or process grievances during the first fifteen (15) minutes of the workday or the last fifteen (15) minutes of the workday. The Union representative must obtain approval from the Officeholder, which approval shall not be unreasonably withheld, prior to Union representative meeting with the grievant (employee). The Union representative and employee are entitled to only one (1) 15 minute grievance investigation meeting per grievance incident.

(2) MEETING SPACE AND TELEPHONE USE: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance, and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

XIII. INSURANCE

A. The County shall provide a plan for major health, accident, medical, hospitalization and life insurance coverage and agrees to pay 75 % for family and/or single coverage. The remaining cost of the coverage shall be deducted from the employee's salary. The County may, from time to time, change the insurance carrier or self-fund its insurance program if it elects to do so. If both spouses work for the County, they will have the option of selecting individual plans or one plan.

B. Employees on unpaid leaves of absence may continue insurance coverage at their own expense except as provided in Article IX, Section L of this Agreement. As to periods of unpaid leave which are less than a full calendar month, the employee shall reimburse the County for a percentage of the County's premium payment for the month determined by dividing the number of calendar days during the month on which the employee is on unpaid leave status by the number of calendar days in the same month.

C. The County shall continue to provide health insurance that is substantially the same coverage through BlueCross BlueShield or another acceptable insurer.

D. An employee who is on medical disability leave and has been an employee of the County for fifteen (15) years or more, shall be allowed to remain on the County Health Insurance Plan at the employee's share until such time as the employee is able to obtain other insurance such as Medicaid/Medicare, etc.

E. The Union shall designate one (1) employee from the clerical unit as a member of the insurance committee. The committee purpose shall be to meet and discuss insurance alternatives, coverages and options. The Union representative shall receive

no pay for attending the meetings unless the meetings occur during the employees normal work hours. If the Union representative is unable to attend the insurance committee meeting, the Union representative may designate a person to attend the meeting in place of that employee.

XIV. SAFETY

A. In order to have a safe place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety of the employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the Employer.

B. If a situation exists, such as would lead a reasonable person to believe his/her health or safety is in danger due to an unsafe working condition, the employee shall immediately inform the supervisor, who shall determine what action, if any, should be taken, including whether or not the job should be shut down. No employee will be discharged or disciplined for refusal to perform work in the situation described in the first sentence of this Section, unless such refusal is unreasonable.

C. All injuries that occur during the normal work day and that are work related must be reported to the employee's supervisor in accordance with established rules and regulations.

D. The Union shall designate one (1) employee as a member of the employee safety Committee. The Co-Employer representative to such committee shall be the Risk Manager. Meetings shall be regularly held, as scheduled by the Risk Manager. The committee purpose, among other things, shall be to identify items of potential insurance risk or unsafe or unhealthy working conditions and recommend corrective action. The Union representative shall receive no pay for attending the meetings unless the meetings occur within the employee's normal work hours.

E. The Employer shall continue to provide any required equipment to bargaining unit employees in accordance with past practice.

XV. HOURS OF WORK

Section 1: GENERAL PROVISIONS

A. THE WORK DAY AND THE WORK WEEK:

With the exception of the Office of the Macon County Coroner, the Macon County Animal Shelter, Macon County Clerk, and the Office of the Macon County Sheriff, the normal work day shall consist of seven (7) hours, commencing at 8:30 a.m. and normally ending at 4:30 p.m. The Macon County Coroner's office shall operate from 8:00 a.m. to 4:00 p.m. The Macon County Sheriffs employees, and the Macon County Animal Control/Animal Shelter employees shall operate as provided in the Standard Operating Procedures for each office. The normal work day of the Macon County Clerk's office shall consist of seven (7) hours, commencing at 8:30 a.m. and normally ending at 4:30 p.m. Monday through Friday and three hours for one employee on

Saturday commencing at 9:00 a.m. to 12:00 p.m. The employee scheduled to work a Saturday will get one day off of their choice during the week following the Saturday worked. The normal work week shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) consecutive days, Saturday and Sunday, off. "Time worked" is defined as all time considered work time under the Fair Labor Standards Act. Employees who work in offices where there is more than one shift may on an annual basis bid by seniority for a specific shift.

B. OVERTIME PAYMENT:

Employees working in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half ($\frac{1}{2}$) times the employee's straight time hourly rate, either in compensatory time off or in money as provided herein. No overtime may be worked or credited without advance assignment and/or approval by the Officeholder or Department Head concerned.

Each employee may elect on an annual basis, effective December 1, each year, to be compensated for overtime in compensatory time off in lieu of receiving monetary payment thereof. The first election shall be made within thirty (30) days of the execution of this Agreement, and shall be effective to November 30 of that calendar year. No employee may elect to take more than eighty (80) hours annually of compensatory time from year-to-year, but shall be required to use such time by that employees Officeholder or Department Head with due regard to the workload and functioning of the particular office or department. If no time can be scheduled through no fault of the employee, the employee shall be compensated annually for all accumulated, unused compensatory time.

C. REST PERIODS:

There shall be two (2) rest periods of fifteen (15) minutes each during each day; one (1) in the morning and one (1) in the afternoon. These rest periods are to be scheduled by each Officeholder and Department Head, for their individual offices.

D. MEAL PERIODS:

Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, unpaid meal period of one (1) hour. These meal periods are to be scheduled by each Officeholder and Department Head, for their individual offices. Employees shall have the right to leave the work site during such periods.

E. CHANGES IN SCHEDULES:

Changes in schedules affecting bargaining unit employees shall not be made until the Employer notifies the Union seven (7) days in advance of such intended change. Upon timely request, the Employer shall negotiate with the Union over such changes.

F. CALL-BACK PAY:

All employees who are called in to work, outside of their normal work schedule,

shall receive a minimum of two (2) hours of compensatory time or appropriate compensatory time under other provisions of this Agreement, whichever is greater.

G. TEMPORARY UPGRADE:

Any employee who is assigned or held responsible for all duties of a higher classification for more than three (3) consecutive days, shall be paid at the lowest pay rate for the higher classification. Assignments to lower classifications shall not result in loss of pay. Such temporary upgrades shall normally not be for more than thirty (30) days. Temporary upgrades may be used for longer than thirty (30) days when employees are utilizing an approved leave of absence. Employer shall not rotate Employees for the purpose of circumventing the paying of a temporary upgrade.

H. TIME CLOCKS:

The Employer shall install time clocks in all offices and/or departments and all employees shall punch in and out on time cards provided by the Employer, and as directed by the Officeholder or Department Head.

XVI. DISCIPLINE AND DISCHARGE

Section 1: DEFINITION

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension (notice to be given in writing); and
- d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted, which shall mean a reduction in compensation, for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the disciplinary meeting. The type of discipline imposed shall be consistent with the seriousness of the event or action giving rise to the discipline and the past record of the employee.

Section 2: MANNER OF DISCIPLINE

If the Employer has reason to discipline an employee, it shall normally be done in

a manner that will not embarrass the employee before other employees or the public.

Section 3: DISCIPLINARY MEETING

For discipline other than oral or written reprimands, prior to notifying the employee of the measure of discipline to be imposed, the Employer shall notify the employee and the Union in writing and then shall meet with the employee involved and inform him/her of the reason for such disciplinary action, including any names of witnesses and copies of pertinent documents. Employees shall be entitled to Union representation if so requested by the employee. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4: ORAL AND WRITTEN REPRIMANDS

In cases of oral and written reprimands, the supervisor must inform the employee that he/she is receiving an oral or written reprimand. Union representation shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents, if any.

Section 5: NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION

a) In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union, in writing, with a clear and concise statement of the reasons thereof. The measure of discipline and the statement of the reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances, but once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

b) An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

c) An employee may request that his/her supervisor review his/her personnel file and remove oral or written reprimands that are more than two (2) years old.

d) Oral or written reprimands that are more than two (2) years old will not be used in any subsequent disciplinary action.

XVII. PERSONNEL FILES

A. Upon written request by an employee, the Employer shall permit the employee to inspect his/her personnel file three (3) times per calendar year. Such inspection shall occur within three (3) business days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the

premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying. Payroll records are not considered part of the personnel file.

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

C. An employee has the right to have included in the file, any pertinent document pertaining to his/her work.

D. In order to provide an accurate accounting of use and requests to use benefit time, the Union and the Employer agree to utilize forms that are mutually agreeable to both parties.

XVIII. WAGES

12/01/17 – 11/30/18 – \$650.00 increase to base pay

12/01/18 – 11/30/19 – \$650.00 increase to base pay

12/01/19 – 11/30/20 – \$675.00 increase to base pay

12/01/20 – 11/30/21 – \$700.00 increase to base pay

A. NEWLY HIRED WARDENS:

The starting compensation for wardens hired shall be \$22,000.00. On first year anniversary the salary of a newly hired warden shall be increased to \$25,000.00. Then the percentage increase shall be paid to newly hired workers thereafter.

XIX. ENTIRE AGREEMENT WAIVER

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto. The Employer and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: 1) any subject or matter specifically referred to or covered in this Agreement; and 2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

XX. SAVINGS CLAUSE

In the event any article, section, part or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specified article, section, part or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section, part or portion thereof.

XXI. ASSIGNABILITY

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership, management or affiliation of either party hereto or by any change, geographical or otherwise, in the location or place of business of either party hereto.

XXII. WELFARE TO WORK

No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work initiatives. Except as identified in paragraph 4 of this Article, duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, or any public, private, charitable, or other organization using the services of welfare recipients and/or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The Parties recognize that the purpose of welfare to work programs is to enable participants to successfully enter the workforce, that the use of welfare to work participants shall be in accordance with the collective bargaining agreement and this memorandum of understanding, and that all welfare recipients and welfare to work participants shall be afforded sufficient training and opportunity to advance pursuant to contractual procedures.

The Union will be notified in advance whenever the Employer intends to use welfare recipients or welfare to work participants. Such notice shall include the number

of individuals involved, their work locations and hours of work, and a summary of the type of tasks to be performed, the duration of their assignment and of their overall employment, their names and titles, and their rate of pay. Upon request by the Union, the parties shall meet promptly to exchange information and negotiate issues which arise as a result of welfare initiatives.

The Union agrees that the following items may be performed within the Animal Control Shelter by individuals under court supervision or welfare recipients without prior notification to the Union:

1. Cut grass;
2. General repair; and
3. Painting.

In the event that the Employer participates in any welfare to work court supervision program, the bargaining unit employees will not be adversely affected.

XXIII. Permanent Part Time Employees

1. The Employer shall designate and identify who the permanent part time employees are and effective December 1, 2012 those employees shall be incorporated into their respective bargaining unit and shall be covered by the corresponding collective bargaining agreement and all provisions therein, except as modified herein.

2. Permanent part time employees shall be defined as those employees who perform bargaining unit classified work for the County at least or in excess of 1275 hours between December 1 and November 30 of any year. (excluding contract, seasonal and casual employees, further any exclusionary employees as defined by the Illinois Public Labor Relations Act)

3. Permanent part time employees, upon reaching the 1275 hour threshold, shall be entitled to seventy percent (70%) of two weeks vacation. They may take pay in lieu of or utilize the vacation during the following December 1 to November 30 fiscal year. If the employee elects the pay in lieu of option, the Employer will draft a check for vacation payment on the last day of the fiscal year in which the vacation payment was earned.

4. Permanent part time employees, upon reaching the 1275 hour threshold, shall be entitled to compensation for seventy percent (70%) of all observed holidays as defined in their respective collective bargaining agreement. The Employer will draft a check for holiday payment on the last day of the fiscal year in which the holiday payment was earned.

5. Permanent part time employees shall not be utilized to reduce the hours of and/or cause the lay-off of any full time bargaining unit employees.

6. The number of permanent part time employees shall be limited to ten percent (10%) of the number of full time employees in the department in which the permanent part time employee is employed, the department will be allowed at least one (1) permanent part time employee.

7. Permanent part time employees shall have first work opportunity over seasonal and/or casual employees and shall not be laid-off if there are seasonal and/or casual employees working within the same department as the permanent part time employee.

XXIV. TERMINATION

This Agreement shall be effective as of the 1st day of December, 2017, and shall remain in full force and effect until the 30th day of November, 2021.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, not less than five (5) months prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than four (4) months prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

In Witness Whereof, the parties hereto have set their hands, this _____ day
of _____, 2017.

FOR THE UNION:

Council 31



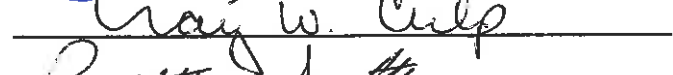


President

Member

Member

Member

Member

FOR THE EMPLOYER:

Chairman Macon County Board

Macon County Sheriff

Macon County Clerk

Macon County Auditor

Macon County Recorder

Macon County Coroner

Macon County Treasurer

**Macon County Board Resolution
Appropriating Additional Funds for the
CH 7 Baltimore Ave. Bike Path Project**

RESOLUTION NO. H-2086-11-17

WHEREAS, the funds need to be appropriated for the additional engineering of CH 7 Baltimore Ave. Bike Path Project, Section 15-00233-01-BT.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Seven Thousand Four Hundred Seventy Eight Dollars and No Cents (\$7,478.00) from County Matching Line Item # 031-000-7780 (FY 18) to cover additional engineering expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2018, and will be paid 100% by Macon County with no additional reimbursement.

PRESENTED, PASSED, AND APPROVED this 9th day of November 2017.

AYES _____ NAYS _____


MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Jay A. Dunn, Chairman
Macon County Board

Local Agency Macon County	LOCAL AGENCY	 Illinois Department of Transportation	CONSULTANT	Consultant Chastain & Associates LLC
County Macon				Address 5 North Country Club Road
Section 15-00233-01-BT				City Decatur
Project No.				State Illinois
Job No.				Zip Code 62521
Contact Name/Phone/E-mail Address Bruce Bird, County Engineer (217) 424-1404 BBird@highway.co.macon.il.us				Contact Name/Phone/E-mail Address Chris Siefert, P.E. (217) 422-8544 csiefert@chastainengineers.com

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 PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Lost Bridge Road -- Baltimore Ave Route Various Length 2.8 mile Structure No. _____
Connector Trail
 Termini Intersection of Lost Bridge Road and S. Country Club to the north and Baltimore Ave and Harry Land Road to the South

Description: ITEP funds to develop a multi-use pathway connecting the intersection of Lost Bridge Road and South Country Club Road to the intersection of Baltimore Avenue and Harry Land Road. Supplement to revise the construction plans.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within _____ calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the Improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER: **SUPPLEMENT NO. 1**
- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ 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.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plate and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☒ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

III. IT IS MUTUALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary – ORIGINAL

Prime Consultant:	TIN Number	Agreement Amount
Chastain & Associates LLC (217) 422-8544	37-071576	\$244,690.10
Sub-Consultants:	TIN Number	Agreement Amount
SKS Engineers, Inc.	37-1022407	\$3,000.00
	Sub-Consultant Total:	\$3,000.00
	Prime Consultant Total:	\$244,690.10
	Total for all Work:	\$247,690.10

Agreement Summary – SUPPLEMENT NO. 1 – SEE ADDENDUM

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Route:

Local Agency:

(Municipality/Township/County)

Section:

Project

Job No.:

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing.

Overhead Rate (OH)	0.00
Complexity Factor (R)	0.00
Calendar Days	

Cost Plus Fixed Fee 1	<input type="checkbox"/>	14.5% [DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input checked="" type="checkbox"/>	14.5% [DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5% [(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

[illegible]

Name _____

Address

Telephone

TIN Number

Local Agency

Section Number

Project Number

Job Number

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

[illegible]

Signature and title of Prime Consultant

Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#)

**ADDENDUM
SUPPLEMENT NO. 1**

**Preliminary Engineering Services Agreement
For Federal Participation**

Lost Bridge Road – Baltimore Avenue Connector Trail

Original agreement approved by the Department on 2/11/2010.

Agreement Summary – Supplement No. 1 - page 6 of 8:

Supplement original agreement by modifying the final construction plans and project documents as requested in accordance with IDOT comments received August 16, 2017:

1. Update plans to show new location of path (adjacent to road).
 - a. Modify path profiles
 - b. Review ditches
 - c. Adjust drainage items to reflect items constructed by County resurfacing project
 - d. Modify cross sections to show new location of path (31 cross sections)
 - e. Update and/or modify quantity calculations accordingly
 - f. Update summary of quantities
 - g. Update schedule of quantities
 - h. Add a PCC option for the path (notes only)
2. Update project documents
 - a. Update check sheet items
 - b. Update estimate of cost
 - c. Update estimate of time
 - d. Update special provisions
3. Submit plans and special provisions to IDOT District 7 for review
4. Address comments accordingly
5. Submit final PSE for IDOT letting

60 hours and \$7,478

Revised Contract Amount =	\$247,690.10 (original estimated engineering fees)
	<u>\$ 7,478.00 (out of scope and additional items)</u>
	\$255,168.10 (total contract amount through SUPPLEMENT NO. 1)

Person Hour & Cost Submittal - BLR 05610 Federal Funds Actual Overhead Factor (OH): 1.2684
Project: Complexity Factor (F): 0
HLC Proj No: Escalation Factor: 1.000
Date: 16-Oct-17

IN:Medicaid/Medicaid County/0501 Leach Bridge Road Blue Trail/Management/Supplemental/Project Budget - BLR 05610 Federal Supplement

				Direct / Reimbursable Cost			
Task No.	Item Description	Sheet Count	Labor Code Budget	Foliz Project QCA	Siefert Project Manager II	Bullock Tech IV	Unit Cost Item Direct Cost
11	Revisions to Construction Plans		Hours				
11.1	Cover Sheet		1				
11.2	General Notes and Standards		0.5			1	
11.3	Summary of Quantities		4		2	0.5	
11.4	Typical Sections		4		2	2	
11.5	Schedule of Quantities		3		2	2	
11.6	Plan and Profiles		15		5	1	
11.7	Details		1.5		0.5	10	
11.8	Cross Sections		12		2	1	
11.9	Bid Documents		7		7	10	
11.10	QA/QC		2	2			
11.11	Addres Review Comments (assume 10 hours)		10		5	5	
Total Sheet Count			0				
Labor Subtotals (DL)			\$2,634.40	2	25.5	32.5	
Labor Overhead (OH)*DL			\$3,341.47				
In House Direct Cost (IHDC)			\$0.00				
CPTF 14.5%[(DL +R(DL))+IHDC] =			\$916.77				
Reimbursables			\$585.00				
Total Task			\$7,477.64				
Total Personnel Hours			60				
Total Personnel Costs			\$2,634.40				
Total Overhead Costs			\$3,341.47				
Total CPTF Formula Profit			\$916.77				
Total In House Direct Costs			\$0.00				
Total Reimbursables			\$585.00				
Total Costs			\$7,477.64				
Participation by Hours			60	2	25.5	32.5	
Percent of Participation by Hours			100.00%	3.33%	42.60%	54.17%	
Personal Cost/Hour			114,877.403				
Total Reimbursable Cost							\$18.00
CADD (Hours)							
Total Direct Cost							\$585.00
Total Reimbursable Cost							\$585.00



October 16, 2017

Mr. Bruce Bird, P.E.
Macon County Engineer
2405 N. Woodford St.
Decatur, Illinois 62526-4704

Re: Baltimore Bike Path Request for Supplement

Dear Mr. Bird:

As requested we have prepared the following supplement to revise the Baltimore Bike Path Sec 15-00233-01-BT plans in accordance with IDOT comments received August 15, 2017. The following items describe the work:

1. Update plans to show new location of path (adjacent to road).
 - a. Modify path profiles
 - b. Review ditches
 - c. Adjust drainage items to reflect items constructed by County resurfacing project
 - d. Modify cross sections to show new location of path (31 cross sections)
 - e. Update and/or modify quantity calculations accordingly
 - f. Update summary of quantities
 - g. Update schedule of quantities
 - h. Add a PCC option for the path (notes only)
2. Update project documents
 - a. Update check sheet items
 - b. Update estimate of cost
 - c. Update estimate of time
 - d. Update special provisions
3. Submit plans and special provisions to IDOT District 7 for review
4. Address comments accordingly
5. Submit final PSE for IDOT letting

60 hours and \$7,478

We are requesting a supplement to our engineering agreement in the amount of \$7,478 (see attached spreadsheet for hours and costs) increasing the agreement from \$247,690.10 to \$255,168.10.

Contact me with any questions concerning the information provided herein.

Sincerely,

CHASTAIN & ASSOCIATES LLC

Chris Siefert, P.E.
Associate

Attachments



**Illinois Department
of Transportation**

**Resolution Appropriating Funds
for the Payment of the
County Engineer's Salary**

Resolution No. H-2087-11-17
Section No. 18-CS115-0-AC

WHEREAS, the County Board of Macon County has adopted a resolution establishing the salary of the County Engineer to be \$120,140 (101%) percent of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Macon County has entered into an agreement with the Illinois Department of Transportation for transfer of federal funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Macon County Board that there is hereby appropriated, the sum of One Hundred Twenty Thousand, Nine Hundred dollars (\$120,140) from the County's Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from 1/1/2018 to 12/31/2018, and

BE IT FURTHER RESOLVED, that the Macon County Board hereby authorizes the Department of Transportation, State of Illinois, to transfer Sixty Thousand and Seventy dollars (\$60,070) of Federal Surface Transportation Program Funds allocated to Macon County to the Department of Transportation in return for an equal amount of State funds.

I, Stephen M. Bean, COUNTY CLERK in and for said County of Macon in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Macon County, at its adjourned meeting held at Decatur, Illinois on November 9, 2017.

I certify that the correct TIN/FEIN number for Macon County is 37-6001309
Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Decatur, in said County, this 9th day of November, 2017

(SEAL)

County Clerk



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 17, 2017

Mr. Dave Marth, President
Illinois Association of County Engineers
712 South Second Street
Springfield, Illinois 62704

Dear Mr. Marth:

Enclosed are the 2018 recommended salaries for the county engineers' salary program, effective January 1, 2018. The county rankings and associated recommended salaries remain the same as 2017.

The joint-county state agreement (BLR 09220) and the annual county board resolution (BLR 09221) are available through the IDOT website and should be used for the county engineers' salaries.

Thank you for your interest in the Illinois transportation system. If you have any questions or need additional information, please contact Maureen E. Kastl, Engineer of Local Roads and Streets, 2300 South Dirksen Parkway, Room 205, Springfield, Illinois 62764, or telephone her at (217) 782-3805.

Please share this information with your members.

Sincerely,

A handwritten signature in black ink, appearing to read "Priscilla A. Tobias", followed by a small number "3" as a superscript.

Priscilla A. Tobias, P.E.
Director, Office of Program Development

Enclosure

cc: Michael Pedigo, IACE Vice President (Mason County)

CY 18 County Engineer Salary Program

2018 RANK	COUNTY	2018 0% Increase
1	COOK	
2	DUPAGE	
3	LAKE	
4	KANE	139,100
5	WILL	138,100
6	WINNEBAGO	136,800
7	MCHENRY	132,200
8	MCLEAN	131,100
9	PEORIA	129,200
10	ST CLAIR	127,300
11	SANGAMON	127,100
12	LASALLE	126,500
13	MADISON	121,400
14	KANKAKEE	120,900
15	CHAMPAIGN	120,500
16	TAZEWELL	119,700
17	WILLIAMSON	119,400
18	MACON	119,100
19	ROCK ISLAND	118,900
20	OGLE	118,700
21	DEKALB	118,200
22	ADAMS	118,000
23	KENDALL	117,000
24	KNOX	116,300
25	WHITESIDE	116,000
26	STEPHENSON	114,900
27	GRUNDY	113,600
28	MACOUPIN	113,200
29	HENRY	112,900
30	LIVINGSTON	112,600
31	VERMILION	112,300
32	JACKSON	111,800
33	LEE	111,400
34	IROQUOIS	111,100
35	BUREAU	110,400
35	COLES	110,400
35	FULTON	110,400
38	BOONE	109,800
39	MARION	109,500
40	JEFFERSON	109,000
40	WOODFORD	109,000
42	CHRISTIAN	108,500
43	MORGAN	108,000
44	EFFINGHAM	107,600
45	CLINTON	106,900
46	MONTGOMERY	105,700
47	JODAVIESS	105,500
48	SHELBY	105,400
49	FRANKLIN	105,100
49	MCDONOUGH	105,100
51	RANDOLPH	104,400

2018 RANK	COUNTY	2018 0% Increase
52	PERRY	104,100
53	MONROE	103,700
54	LOGAN	103,100
55	CRAWFORD	101,700
56	FAYETTE	101,500
57	UNION	100,200
58	HANCOCK	100,000
59	WARREN	99,500
60	SALINE	99,200
61	MASSAC	98,800
62	WAYNE	98,700
63	EDGAR	98,600
64	JERSEY	98,500
65	PIKE	96,800
66	DOUGLAS	96,600
67	WHITE	96,300
68	CLARK	95,700
69	MERCER	95,400
70	WASHINGTON	95,200
71	DEWITT	94,900
71	JASPER	94,900
73	BOND	94,700
74	CARROLL	94,600
75	RICHLAND	94,400
76	PIATT	93,500
77	JOHNSON	92,700
78	MASON	91,800
79	LAWRENCE	91,700
80	CLAY	91,600
81	MENARD	91,500
82	CALHOUN	91,300
83	GREENE	91,100
84	FORD	89,900
85	MARSHALL	89,400
86	ALEXANDER	88,700
87	CASS	88,600
88	PULASKI	88,100
89	MOULTRIE	87,800
90	HAMILTON	87,400
91	WABASH	86,000
92	HARDIN	83,000
93	CUMBERLAND	82,800
94	HENDERSON	82,700
95	STARK	82,300
96	SCHUYLER	82,200
97	GALLATIN	81,500
98	BROWN	81,000
98	PUTNAM	81,000
100	EDWARDS	79,400
101	SCOTT	79,100
102	POPE	77,400

**Macon County Board Resolution
Approving the Quality Based Selection
Process for Professional Services
Procurement**

RESOLUTION NO. H-2088-11-17

WHEREAS, the County of Macon has the need to procure professional services in order to prepare plans, designs, studies, and perform engineering and construction within its Highway Department; and

WHEREAS, the County of Macon desires to establish a Quality Based Selection Process in accordance with the Brooks Act (40 U.S.C. 1101-1104), the Illinois Local Government Professional Services Act (50 ILCS 510), and 23 Code of Federal Regulations Part 172 entitled "Procurement, Management and Administration of Engineering and Design Related Services".

NOW THEREFORE, be it resolved by the Macon County Board that they hereby approve the attached Qualification Based Selection Process; and

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

PRESENTED, PASSED, AND APPROVED this 9th day of November 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Jay A. Dunn, Chairman
Macon County Board

H-2088-11-17
Attachment

Macon County Highway Department



Qualification Based Selection Process

Professional Services Procurement Process

Macon County Highway Department
2405 North Woodford Street
Decatur, IL 62526
Phone: (217) 424-1404
Fax: (217) 424-2516



Introduction and Purpose

These policies and procedures are established as a guide for the preparation, execution and administration of contracts for professional or specialized engineering services that exceed \$25,000 and which are executed in connection with the planning, design, maintenance, repair, and construction of transportation in accordance with the Brooks Act (40 U.S.C. 1101 - 1104), the Illinois Local Government Professional Services Selection Act (50 ILCS 510), and 23 Code of Federal Regulations Part 172 entitled "Procurement, Management, and Administration of Engineering and Design Related Services".

The implementation of these procedures will ensure that a qualified Firm is obtained through an equitable selection process and that the prescribed work is properly accomplished in a timely manner and at a fair and reasonable cost.

Macon County, as a direct recipient and/or sub-recipient of Federal Aid Highway Funds, must comply with all applicable rules and regulations pertaining to the use of said funds. Therefore, Macon County agrees to maintain written policies and procedures for the procurement, management, and administration of professional and specialized engineering services contracts, including those related to planning, studies, environmental analyses, engineering and design to the extent that engineering services are specified in the scope of work.

Certification and Prequalification

Macon County is committed to ensuring that all qualified businesses have the opportunity to participate in professional and specialized engineering services contracts. Macon County shall ensure that Disadvantaged Business Enterprises (DBE) have an opportunity to participate in the performance of contracts financed in whole or in part with federal and state funds. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related service contracts may be achieved in accordance with IDOT's FHWA approved DBE program by the use of an evaluation criterion in the qualifications-based selection of consultants or the establishment of a contract participation goal. However, the use of quotas or set-asides for DBE consultants is prohibited.

IDOT maintains a list of certified DBE private consulting firms as an informational source for prime contractors, subcontractors, and consultants as well as local and federal agencies.

Prequalification

IDOT maintains a List of Prequalified Private Consulting Firms (The Directory of Firms) that have been approved to perform professional or specialized services. Firms must be prequalified to perform the specific discipline of work or service it will be performing on a project for Macon County. Prequalification by IDOT does not relieve the Firm of responsibility for determining if sub-consultants they may select are, in fact, qualified to perform the work for which it is engaged.

A Firm is required to be prequalified prior to submitting its Letter of Interest for any advertised project.



Procurement Methods

The procurement of professional and specialized engineering services funded by either State or Federal Aid Highway Program funds shall be conducted in accordance with one of four (4) methods:

1. Competitive negotiation (qualifications-based selection) procurement.

The County will use a competitive negotiation method for the procurement of engineering and design related services when either State or Federal Aid Highway Program funds are involved in the contract. The solicitation, evaluation, ranking, selection, and negotiation will comply with the qualification-based selection procurement procedure for architectural and engineering services.

2. Small Purchasing Threshold Procurement.

The County may procure engineering and design related services without a QBS when a contract does not exceed \$50,000. The following restrictions shall apply to the use of this procurement method:

- a. The scope of work, project phases, and contract requirements shall not be broken down into smaller components solely to permit the use of small purchase procedures.
- b. A minimum of three proposals must be reviewed. In cases where only two qualified Firms respond to the solicitation, the County may proceed with evaluation and selection as long as the solicitation did not contain conditions or requirements which arbitrarily limited competition. The County may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to compete again under a new solicitation.
- c. Negotiated contract costs must pass the allowability test for federal cost principles.
- d. The full amount of any contract modification or amendment that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the established small purchase threshold.

3. Non-competitive procurement – EMERGENCY CONDITIONS

When an emergency occurs, these procedures, or portions thereof, may be waived by the County Board Chair or his/her designee. In an emergency, a professional/specialized Firm may be selected, negotiations conducted, and a contract executed at the direction of the County Board Chair or designee as necessary to address the emergency conditions. When Federal-Aid Highway funds are used in the contract, the County Engineer or designee shall submit justification for emergency selection and receive approval from FHWA before proceeding with the procurement of services, if required by FHWA.

4. Non-competitive procurement – SOLE SOURCE

These procedures, or portions thereof, may be waived by the County Board Chair, or his/her designee, for the sole source selection of a Firm under any of the following conditions:



- a. Sole source selection may be used when the service is available only from a single source;
- b. Sole source selection may be used after solicitation of a number of sources, competition is determined to be inadequate; or
- c. Sole source selection may be used when it has been determined that there is an emergency which does not permit time to conduct contract negotiations.

Sole source selection may only be used when it is in the public interest and economically advantageous to the County. Selection of a sole source Firm will be contingent upon satisfactory negotiation for the service.

When Federal-Aid Highway funds are involved, the County Engineer shall submit justification for sole source selection and receive approval from IDOT and/or FHWA prior to proceeding, if required by IDOT/FHWA.

Procurement Process

Generally, all competitive procurements for professional or specialized engineering services will follow prescribed steps to ensure consistency, transparency and equity in the process. Following are the high-level steps that are used to solicit and award contracts (i.e. Limited Services Agreements, Project-Specific Contracts, and Multiphase Contracts) to qualified Firms:

1. **Solicit Letters of Interest (LOI)**
2. **Assemble the Selection Committee**
3. **Select the Firm(s)**
4. **Negotiate the Contract**
5. **Execute the Contract**

(Note: Sections A, B, C do not necessarily apply to POs under LSCs)

1. Solicit Letters of Interest (LOI)

The County Engineer is responsible for determining when professional or specialized engineering services are needed. Upon determining need, the County Engineer shall request approval from the Transportation Committee of the Macon County Board to solicit Letters of Interest (LOI). The request shall be in writing and shall include the type of services and specific justification for the services to be performed by a professional or specialized engineering services Firm, such as (1) lack of manpower, (2) lack of expertise, or (3) other reasons. A copy of the request shall be maintained by the Transportation Committee.

The County Engineer, or his/her designee, shall be responsible for preparing the request for LOI. The request shall contain information describing the location of the project(s) (if applicable); the types and scopes of services that reflect a clear, accurate, and detailed description of the technical requirements for the services to be rendered; shall specify length of contract and the method(s) of payment, the estimated procurement schedule, and shall indicate the evaluation criteria to be used in the selection process, along with the respective weights for each evaluation factor.



Letters of Interest will be solicited to determine the Firms interested and capable of performing professional or specialized engineering services within the desired time period. Solicitation shall be by published advertisement in a newspaper with local circulation. The County will also advertise via their website and other available online sources. Solicitation for LOIs may also be by direct contact to selected Firms from the IDOT List of Prequalified Private Consulting Firms found in the Directory of Transportation Firms prequalified in the required services.

LOIs shall be submitted to the Transportation Committee by the date designated in the advertisement. Deviation from prescribed terms in the advertisement may result in an automatic disqualification of the Firm for the advertised work, unless such instance is waived by the Transportation Committee.

A copy of the advertisement and LOI submitted by the selected Firm and the first and second alternate shall be maintained by the Transportation Committee.

2. Assemble the Selection Committee

The Selection Committee will consist of a Chairperson and a minimum of two (2) other members with experience in the type of service(s) to be contracted, or as designated by the County Board Chairman. The Chairperson will be the County Engineer. The other members may be other stakeholder representatives, with an emphasis on members that will be directly impacted by the work. All will be appointed on a case-by-case basis. When federal funds are used as compensation for solicited services, a representative of the FHWA will be invited to sit with the committee.

A representative from the State's Attorney's Office will be notified and invited to sit with the Selection Committee at their discretion. No employee of the contracting agency shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, could be involved. Based on the input from the Selection Committee, the Chairperson, in consultation with the County Board Chairman, will be responsible for the final recommendation to the County Board on the approval of a professional or specialized engineering services Firm. The County Board will have final contract approval.

The Selection Committee shall evaluate consultant proposals based on the criteria established and published within the public solicitation. While the contract is with the consultant, proposal evaluations shall consider the qualifications of the consultant and identified sub-consultants within the proposal as it pertains to the scope of work and established criteria.

3. Select the Firm(s)

Evaluation of the interest expressed by qualified Firms is based on the evaluation factors and respective weights specifically stated in the solicitation, and any other data pertinent to the contract under consideration. This may include past performance, applicable work experience, present workload, project team, staffing capabilities, capacity, etc.

Criteria used for evaluating, ranking, and selecting consultants to perform professional and specialized engineering services must assess proven, demonstrated competence and qualification for the type of professional services solicited.



Qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capability, workload capacity, and past performance.

- Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from use in evaluation criteria.
- In-State or local *preference* shall not be used as a factor in the evaluation, ranking, and selection phase.

The following non-qualifications based evaluation criteria are permitted as follows and provided the combined total of these criteria do not exceed a nominal value of 10 percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

- A local *presence* may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
- The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the IDOT's FHWA-approved DBE program. The Firm, sub-consultant, and sub-firm shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability/handicap or sex in the performance of a contract.

The Selection Committee shall review and evaluate all responsive LOI submittals. For Limited Services Contracts, the Selection Committee may, at the Transportation Committee's discretion, choose any number of Firms to provide the services solicited. For Project-Specific Contracts, or Multiphase Contracts, the Selection Committee may, at the Transportation Committee's discretion, shortlist a minimum of three (3) Firms to be interviewed from those deemed most qualified (except where fewer than three (3) are available). These Firms shall be listed in descending order of preference based on the Selection Committee's review and analysis of the Letters of Interest. The Committee may elect to interview all or some of these Firms prior to establishing the order of preference.

When several projects are under consideration simultaneously, a Firm shall be selected for each project and two (2) alternates may be selected for the entire group at the discretion of the Selection Committee.

When selecting Firms for Limited Services Agreements, alternates need not be selected. The Transportation Committee shall notify the Firm(s) chosen by the Selection Committee and request salary rates, overhead rates, etc., and request a meeting to review the scope of services.



A copy of the evaluation of the Firms and the results of the Selection Committee meeting shall be maintained by the Transportation Committee.

4. Negotiate the Contract

This section is tailored to negotiating a Limited Services, Project-Specific or Multiphase Contract. The process is similar for negotiation of Purchase Orders assigned under Limited Services Contracts.

A meeting with the selected Firm shall be scheduled to discuss the scope of the proposed services. The discussions will vary depending upon the Firm's familiarity with Macon County (or IDOT) methods, policies, standards, etc. For Firms unfamiliar with the requirements, the meeting should include review and discussion of the following:

- (a) Copies of examples of similar work;
- (b) Standards, specifications, manuals, etc. to be used;
- (c) Policies followed by Macon County/IDOT for the type of work involved;
- (d) A contract in draft form;
- (e) Methods of payment;
- (f) Procedures for invoicing;
- (g) Standard forms to be used;
- (h) Fiscal requirements; and
- (i) Items and/or services to be provided by Macon County.

A representative of the Firm shall keep minutes of the scoping meeting and will submit a copy to the Transportation Committee. The minutes shall be reviewed for completeness, accuracy, and confirmation of mutual understanding of the scope of services. The minutes shall be approved by vote of the Transportation Committee and an approved copy will be returned to the Firm.

Once the details of the scope of services are resolved, the Transportation Committee, or their designee, shall prepare a cost estimate for the work. The in-house estimate will be used in evaluating reasonableness of the selected Firm's cost proposal. The in-house estimate must use reasonable wage rates based on the classification, experience, and responsibilities for the proposed work. If wage rate benchmarks have not been established, then the County will use the Consultant's actual rates for the estimate.

The in-house estimate must be completed prior to opening the cost proposal submitted from the selected Firm.

The format used for preparing the in-house estimate will vary from project to project, and work area to work area, depending on the type and scope of services required. Typically, the format will include an estimate of the workdays required by classification, the direct labor cost, the overhead cost, the fee (profit or operating margin) and the necessary direct expenses.

The Firm will prepare a cost proposal for performing the required services. The Firm's cost proposal shall be supported by a breakdown of the workdays required to perform each of the services contained in the contract and the salary range/rate for each classification of personnel utilized. The Firm's cost proposal must include supporting documentation for payroll additives, direct costs, indirect costs, fee, and overhead, as described.



Upon receipt of the Firm's cost proposal, the Transportation Committee, or their designee, shall review the submitted material, compare the in-house estimate with the cost proposal, and determine both the reasonableness of the proposal and the areas of substantial difference which may require further discussion and negotiation.

The application of negotiation parameters (i.e., in-house and consultant man-days within prescribed tolerances) with the Transportation Committee's approval and/or in-house and consultant cost within prescribed tolerances with the Transportation Committee's approval, are used to determine if further negotiation is necessary. These parameters are not designed to limit the value of the contract, but rather serve as a checkpoint to ensure the scope of services is mutually understood.

A pre-negotiation audit may be requested by the County to provide necessary data to affirm the Firm has an acceptable accounting system, adequate and proper justification for the various rates charged to perform the work. For contracts less than \$250,000, a pre-negotiation audit may be requested when there is either insufficient knowledge of the Firm's accounting system, previous unfavorable experience regarding the reliability of the Firm's accounting system, procurement of new equipment or supplies for which cost experience is lacking, or as requested by the Transportation Committee.

The use of an Independent audit, an audit performed by another State/Federal agency, or an audit performed by another local government agency is acceptable.

The Transportation Committee shall use all resources available to conduct effective negotiations including, but not limited to, the refined scope of services, the evaluation factors and its relative importance, the in-house cost estimate, and the pre-negotiation audit and audit report if one is requested by the County.

Negotiations shall be conducted separately for man-days and for any of the dollar amounts for elements of cost, fee, and overhead except for contracts involving cost per unit of work and specific rates of compensation.

When a joint venture of Firms desire to enter into a contract with the County, the joint venture will designate a representative to act as the sole authority for the purpose of negotiation.

If the Firm's original cost proposal (excluding indirect cost rate) is greater than 50% above the comparable in-house estimate and it is determined the Firm understands the scope of work, the Transportation Committee may choose to not enter into negotiation with the selected Firm. The selected Firm will be provided written notice of this intent, the Transportation Committee's approval. The Transportation Committee will begin scoping and negotiation with the Firm chosen as first alternate.

The Transportation Committee shall maintain records of negotiations to document negotiation activities and to set forth the resources considered. This record shall include the minutes of the scoping meeting, a record of the original in-house estimate and any revisions, the final in-house estimate, a record of the Firm's original cost proposal and each subsequent submittal, the final cost proposal, the request for a pre-negotiation audit, the audit report, and the response to the pre-negotiation audit if requested.



5. Execute the Contract

Upon completion of final negotiations, the Firm shall execute the contract through County-approved means.

After award by the County Board and approval by IDOT, if required, the Transportation Committee will execute the contract. The Transportation Committee will transmit a fully-executed contract to the Firm with a written notice to proceed and shall retain one original contract in the project file.

**MACON COUNTY BOARD RESOLUTION
APPROPRIATING FUNDS TO PURCHASE
FLOODPLAIN PROPERTIES ON KRUSE ROAD
FOR THE FLOOD MITIGATION ASSISTANCE PROJECT**

RESOLUTION NO. G-4734-11-17

WHEREAS, funds need to be appropriated to purchase three floodplain properties and a vacant lot through the FY2016 Flood Mitigation Assistance Program funded by Illinois Emergency Management Agency (IEMA); and

WHEREAS, County staff has negotiated a purchase price for a property located at 4512 Kruse Road, Decatur, Macon County, Illinois, of \$70,000.00. The legal description is as follows: LOT THREE (3) of KING'S RESURVEY OF PART OF LOT "A" OF HIGHCOCK HIGHLANDS ADDITION, AS PER PLAT RECORDED IN BOOK 1575, PAGE 195 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS EXCEPT THE WEST 20 FEET THEREOF, SITUATED IN MACON COUNTY, ILLINOIS; and

WHEREAS, County staff has negotiated a purchase price for a property located at 4524 Kruse Road, Decatur, Macon County, Illinois, of \$74,000.00. The legal description is as follows: LOT TWO (2) OF KING'S RESURVEY OF PART OF LOT A OF HIGHCOCK HIGHLANDS ADDITION, EXCEPT THE WEST 20 FEET THEREOF AS PER PLAT RECORDED IN BOOK 1575, PAGE 195 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS; and

WHEREAS, County staff has negotiated a purchase price for a property located at 4558 Kruse Road, Decatur, Macon County, Illinois, of \$63,000.00. The legal description is as follows: LOT ONE (1) OF KING'S RESURVEY OF PART OF LOT "A" OF HIGHCOCK HIGHLANDS ADDITION, AS PER PLAT RECORDED IN BOOK 1575, PAGE 195 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SUBJECT TO ANY EASEMENTS, RIGHTS, GRANTS, OR COVENANTS OF RECORD; and

WHEREAS, County staff has negotiated a purchase price for an empty lot that is located directly south of 4558 Kruse Road, Decatur, Macon County, Illinois, and is owned by the same owner and which originally was conveyed as one with that property. The negotiated purchase price for the empty lot is \$1,000.00. The legal description is as follows: LOT SEVENTEEN (17) OF HIGHCOCK HIGHLANDS ADDITION TO THE VILLAGE OF MT. ZION, AS PER PLAT RECORDED IN BOOK 1405 ON PAGE 93 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SUBJECT TO ANY EASEMENTS, RIGHTS, GRANTS OR COVENANTS OF RECORD; and

WHEREAS, the County was awarded a grant by the IEMA for flood mitigation, wherein the costs of purchasing the above-identified properties (except the empty lot directly south of 4558 Kruse Road) will be fully covered by the grant award at no expense to the County; and

WHEREAS, the grant will not cover the purchase of the empty lot directly south of 4558 Kruse Road, but the owner was unwilling to sell 4558 Kruse Road without also selling the empty lot and County staff negotiated a fair purchase price for that lot. The purchase of that lot will be at the sole expense of the County; and

WHEREAS, County staff has negotiated fair purchase prices for the properties identified above and is paying no more than fair market value; and

WHEREAS, an emergency exists in that the failure to immediately appropriate the sums set forth below will prevent the County from fulfilling its obligations under the grant and would obstruct the County's objective in mitigating flood damage to County lands.

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

- (1) That there be appropriated as much as, but no more than, Two Hundred and Seven Thousand Dollars and No Cents (\$207,000.00) from the funds received from IEMA for the Flood Mitigation Assistance Program for the purchase of the above-described properties; and
- (2) That the Planning & Zoning Department's FY2017 budget is amended such that there be appropriated as much as, but no more than, Six Thousand Dollars and No Cents (\$6,000.00) to cover the purchase of the empty lot directly south of 4558 Kruse Road as well as expenses associated with closing.

PRESENTED, PASSED and APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chair
Macon County Board

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

RESOLUTION NO. G-4735-11-17

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 May 11, 2017, Resolution No. G-4638-05-17, which required that the Board reconsider certain minutes at its next review to determine if a continuing need for confidentiality remains; and

WHEREAS, the Macon County State's Attorney's Office has reviewed the minutes of closed sessions which were ordered to be reviewed further in May 2017 as well as the minutes of closed sessions held since May 2017 by both the Board and its committees and reported its recommendations to the Sub-Committee to Review Closed Session Minutes; and

WHEREAS, the Sub-Committee met on October 24, 2017, to review the recommendations of the State's Attorney's Office and made findings as presented below:

1. February 26, 2014, Closed Session of the Transportation Committee
 - a. The Sub-Committee finds that these minutes no longer have a need for confidentiality and therefore recommends that these minutes be opened for public inspection.
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 no longer have a need for confidentiality and therefore recommends that these minutes be opened for public inspection.
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 where 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.
4. December 10, 2015, Closed Session of the County Board

- a. The Sub-Committee finds that these minutes have a continuing need for confidentiality as they relate to ongoing litigation where 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.
5. April 14, 2016, Closed Session of the County Board
 - a. The Sub-Committee finds that the portion of these minutes which consists of the last paragraph where Mr. Baggett addresses pending litigation has a continuing need for confidentiality as it relates to ongoing litigation where the County is a party and therefore recommends that said portion 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.
6. July 14, 2016, Closed Session of the County Board
 - a. The Sub-Committee finds that the portion of these minutes beginning with Paragraph 12 where Mr. Baggett begins to address pending litigation have a continuing need for confidentiality as they relate to ongoing litigation where the County is a party. It therefore recommends that said portions remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
 - b. The Sub-Committee recommends that these portions of the minutes be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
7. October 13, 2016, Closed Session of the County Board
 - a. The Sub-Committee finds that pages 4 through 6 of these minutes concern a pending lawsuit where the County is a party. It therefore recommends that said portion remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
 - b. The Sub-Committee recommends that pages 4 through 6 be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
8. January 25, 2017, Closed Session of the Transportation Committee
 - a. The Sub-Committee finds that these minutes relate to the purchase of real property by the County for the County's use and therefore recommends that such references remain closed pursuant to Section 2(c)(5) of the Open Meetings Act.
 - b. The Sub-Committee further finds that these minutes concern a pending lawsuit where the County is a party and therefore recommends that said minutes remain closed pursuant to Section 2(c)(11) of the Open Meetings Act.
 - c. The Sub-Committee recommends that such portions be reviewed at the next semi-annual review to determine if the need for confidentiality still exists.
9. May 11, 2017, Closed Session of the County Board

- a. 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.

10. July 13, 2017, Closed Session of the County Board

- a. 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.

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

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

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

PRESENTED, PASSED, and APPROVED this 9th day of November, 2017.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Jay A. Dunn, Chairman
Macon County Board