

AGENDA
MACON COUNTY BOARD MEETING
March 8, 2018 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**
 - 4-H Proclamation**

 - Presentation to Friends of the Child 1st Center of check from Illinois Counties Association**
7. **ZONING/SUBDIVISIONS**
8. **CORRESPONDENCE**
9. **CLAIMS**
10. **APPOINTMENTS**
11. **CONSENT CALENDAR**
 - G-4788-03-18 Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent**

 - G-4789-03-18 Macon County Board Resolution Appointments to Maroa Friends Creek Union Drainage District #2 – William Voorhees & Gay Shoemaker**
12. **JUSTICE COMMITTEE**
13. **ENVIRONMENTAL, EDUCATION, HEALTH & WELFARE COMMITTEE**
 - G-4790-03-18 Macon County Board Resolution Adding Territory to the Decatur Macon County Enterprise Zone – Decatur Memorial Hospital**
14. **OPERATIONS AND PERSONNEL COMMITTEE**

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

G-4791-03-18 Macon County Board Resolution Approving Transfer within the Sheriff's FY17 Budget

17. NEGOTIATIONS COMMITTEE

18. TRANSPORTATION COMMITTEE

H-2096-03-18 Macon County Board Resolution Approving the 2018 Sign Bid

H-2097-03-18 Macon County Board Resolution Approving the 2018 Sign Blanks Bid

H-2098-03-18 Macon County Board Resolution Approving the 2018 MFT Culvert Bid

H-2099-03-18 Macon County Board Resolution Approving the 2018 Non-MFT Culvert Bid

H-2100-03-18 Macon County Board Resolution Appropriating Funds for the CH 30 and CH 41 Realignment Project

H-2101-03-18 Macon County Board Resolution Approving a Jurisdictional Transfer Agreement with South Wheatland Township

H-2102-03-18 Macon County Board Resolution Approving a Jurisdictional Transfer Agreement with Blue Mound Township

H-2103-03-18 Macon County Board Resolution Appropriating Funds for the Kruse Road Bridge Project

H-2104-03-18 Macon County Board Resolution Approving an Intergovernmental Agreement with the Village of Niantic on the Niantic Road Reconstruction Project

H-2105-03-18 Macon County Board Resolution Approving the Purchase of Right of Way Parcel from Michael and Vicky Wehr for the CH 57 Dalton City Blacktop Bridge Replacement Project

H-2106-03-18 Macon County Board Resolution Approving the Purchase of Right of Way Parcel from Glenn and Esther Williams for the CH 57 Dalton City Blacktop Bridge Replacement Project

H-2107-03-18 Macon County Board Resolution Approving the Purchase of Right of Way Parcel from Samuel and Jaci Bruce for the CH 57 Dalton City Blacktop Bridge Replacement Project

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

22. **CITIZENS' REMARKS** (Public Comment Limited to Total of 20 Minutes, 5 Minutes Maximum Per Person)
23. **OFFICEHOLDERS' REMARKS**
24. **OLD BUSINESS**
25. **NEW BUSINESS**
26. **CLOSED SESSION**
27. **ADJOURNMENT**

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

RESOLUTION NO. G-4788-03-18

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 8th day of March, 2018

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

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
03-18-001	201300642	SUR	SHIRLEY A ERVIN	04-12-13-451-003	DECATUR	4,290.00	10.00	0.00	0.00	1,315.99	2,810.43
03-18-002	0916416S	SAL	TIFFANY N. PIRTLE	04-12-13-355-019	DECATUR	4,022.00	0.00	37.50	60.00	1,112.50	2,812.00
Totals						\$8,312.00	\$10.00	\$37.50	\$60.00	\$2,428.49	\$5,622.43

[Handwritten signatures and scribbles]

Committee Members

Clerk Fees \$10.00
 Recorder/Sec of State Fees \$60.00
 Total to County \$5,692.43

02/12/2018
 Macon County March 2018
 Monthly Resolution List with Descriptions

RES#	Account	Type	Account Name	Description
03-18-001	201300642	SUR	SHIRLEY A ERVIN	648 S. 22ND ST. DECATUR 62521

03-18-002	0916416S	SAL	TIFFANY N. PIRTLE
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1 STORY FRAME
 "POSTED UNFIT FOR HUMAN
 OCCUPANCY"
 519 S. 19TH ST.
 DECATUR, IL

**MACON COUNTY BOARD RESOLUTION
APPOINTMENT OF MAROA FRIENDS CREEK
UNION DRAINAGE DISTRICT NO 2 COMMISSIONERS
- WILLIAM VOORHEES & GAY SHOEMAKER**

RESOLUTION NO. G-4789-03-18

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

<u>DISTRICT</u>	<u>COMMISSIONER'S NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Maroa Friends Creek Union Drainage District No. 2 Macon County, Illinois	William Voorhees 12928 Greenswitch Dr. Maroa, Illinois 61756	1 st Tuesday September, 2020
	Gay Shoemaker 2833 East School Road Maroa, IL 61756	1 st Tuesday September, 2020

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

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

PRESENTED, PASSED and APPROVED this 8th day of March, 2018.

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
ADDING TERRITORY TO THE DECATUR
MACON COUNTY ENTERPRISE ZONE
Decatur Memorial Hospital**

Resolution No G-4790-03-18

BE IT RESOLVED BY THE MACON COUNTY BOARD, COUNTY OF MACON, ILLINOIS, that it hereby consents, subject to the approval and agreement of all other required Designating Units of Local Government and subject to any other conditions precedent that may be imposed by law, to the following:

Section 1: That Resolution G-4222-12-14 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 11th day of December, 2014 be, and the same be amended at Addendum A thereof by adding to the end of said Addendum the following:

Amendment 1

Addendum A

Address: 2261 North Church Street –

Parcel #: 04-12-03-430-018

Legal Description: LOT NINETEEN (19) OF STARBUCK AND THAIN'S ADDITION OF OUTLOTS TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 149, PAGE 37 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2262 North Church Street

Parcel #: 04-12-03-431-006

Legal Description: LOT FORTY (40) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2271 North Church Street

Parcel #: 04-12-03-430-017

Legal Description: LOT FORTY-SEVEN (47) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2272 North Church Street

Parcel #: 04-12-03-431-005

Legal Description: LOT FORTY-ONE (41) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2282 North Church Street

Parcel #: 04-12-03-431-004

Legal Description: LOT FORTY-TWO (42) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2289 North Church Street

Parcel #: 04-12-03-430-016

Legal Description: LOT FORTY-SIX (46) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2292 North Church Street

Parcel #: 04-12-03-431-002

Legal Description: THE WEST 118 ½ FEET OF LOT FORTY-THREE (43) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335 PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2297 North Church Street

Parcel #: 04-12-03-430-015

Legal Description: LOT FORTY-FIVE (45) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). SITUATED IN MACON COUNTY, ILLINOIS.

Address: 2298 North Church Street

Parcel #: 04-12-03-431-001

Legal Description: LOT FORTY-FOUR (44) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE EAST 50 FEET THEREOF. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 151 W Kenwood Ave

Parcel #: 04-12-03-431-003

Legal Description: THE EAST FIFTY (50) FEET OF LOTS FORTY-THREE (43) AND FORTY-FOUR (44) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335, PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Address: 255 W Kenwood Ave

Parcel #: 04-12-03-430-026

Legal Description: LOT FIFTY (50) OF BUTLER HEIGHTS, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 335 PAGE 610 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 100 FEET THEREOF.

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of March, 2018.

Jay Dunn, Chairman
Macon County Board

ATTEST:

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

**MACON COUNTY BOARD RESOLUTION APPROVING
TRANSFER WITHIN THE SHERIFF'S FY17 BUDGET**

RESOLUTION NO. G-4791-03-18

WHEREAS, the Sheriff's Office FY'17 budget was approved by the County Board; and

WHEREAS, the Sheriff's Office is requesting a "bucket transfer" to increase one line and decrease another so that the bottom line does not change; and

WHEREAS, the request for the "bucket transfer" is to cover deputy training, vehicle equipment and vehicle maintenance; and

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

WHEREAS, the proposed budget amendments were discussed by the Macon County Finance Committee on February 26, 2018 and recommended for approval by full Board; and

WHEREAS, the amending of the sheriff's FY'17 budget as follows;

Increased Expenditure

001-060-7195	Training	\$ 23,255.34
001-060-8060	Vehicle Maintenance, Gas	\$ 19,684.95
001-060-9060	Vehicles	\$ 30,374.14

Decreased Expenditure

001-060-5315	Deputy	\$ 73,314.43
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NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Sheriff's budget as above.

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

PRESENTED, PASSED, and APPROVED this 8th day of March, 2018.

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 Awarding
Annual County Sign Bid**

RESOLUTION NO. H-2096-3-18

WHEREAS, the County held a bid opening for Signs on February 21, 2018, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve Stello Products, Inc. as the low bidder for County Signs in the amount of Five Thousand Five Hundred Seventy Three Dollars and Seventy Two Cents (\$5,573.72).

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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

BIDDER'S PROPOSAL

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

I, We Tooo Folkes, Stello Products, Inc. submit a Bid for Signs for Macon County Highway Department.

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

\$ 5,573.⁷²

PLEASE STATE WARRANTY

3M MFR Warranty; other MFR warranties

REJECTION/AWARD

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

DEADLINE

Sealed proposals are due in on Wednesday, February 21, 2018 at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. They will be opened and read at 10:00 A.M. in the Conference Room.

IDENTIFICATION

Mark on the outside of the bid envelope in lower left-hand corner "Bid for the Macon County Highway Department Signs".

**Macon County Board Resolution Awarding
Annual County Sign Blanks Bid**

RESOLUTION NO. H-2097-3-18

WHEREAS, the County held a bid opening for Sign Blanks on February 21, 2018, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve MD Solutions as the low bidder for County Sign Blanks in the amount of Nineteen Thousand One Hundred Eighty Seven Dollars and Thirty Cents (\$19,187.30).

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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

BIDDER'S PROPOSAL

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

I, We MDS/Atun submit a Bid for Signs for Macon County Highway Department.

Total Bid for all Sign and Sign Blanks per Specifications
Please post unit prices and totals on enclosed page.

\$ 19,187.30

PLEASE STATE WARRENTY

Standard

REJECTION/AWARD

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

DEADLINE

Scaled proposals are due in on Wednesday, February 21, 2018 at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. They will be opened and read at 10:00 A.M. in the Conference Room.

IDENTIFICATION

Mark on the outside of the bid envelope in lower left-hand corner "Bid for the Macon County Highway Department Signs".

**Macon County Board Resolution Awarding
Annual MFT County Pipe, Bands And End Sections Bid**

RESOLUTION NO. H-2098-3-18

WHEREAS, the County held a bid opening for MFT Pipe, Bands and End Sections on February 21, 2018, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve Metal Culvert, Inc. as the low bidder for MFT County Pipe, Bands and End Sections in the amount of Forty Three Thousand Four Hundred Seven Dollars and Eighty Cents (\$43,407.80).

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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

BIDDER'S PROPOSAL

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

I, We METAL CULVERTS, INC submit a Bid for MFT Pipe and Band for Macon County Highway Department.

Total Bid for all MFT Pipe and Band per Specifications \$ 43,407.80
Please post unit prices and totals on enclosed page.

PLEASE STATE WARRANTY

REJECTION/AWARD

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

DEADLINE

Sealed proposals are due in on Wednesday, February 21, 2018 at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. They will be opened and read at 10:00 A.M. in the Conference Room.

IDENTIFICATION

Mark on the outside of the bid envelope in lower left-hand corner "Bid for the Macon County Highway Department MFT Pipe and Band".

**Macon County Board Resolution Awarding
the Annual Non-MFT County Pipe Bid**

RESOLUTION NO. H-2099-3-18

WHEREAS, the County held a bid opening for the Annual Non-MFT County Pipe on February 21, 2018, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve Metal Culverts, Inc. as the low bidder for the Annual Non-MFT County Pipe in the amount of Thirty Six Thousand Four Hundred Nineteen Dollars and Forty Nine Cents (\$36,419.49).

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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

BIDDER'S PROPOSAL

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

I, We METAL CULVERTS, INC submit a Bid for Non-MFT Pipe and Band for Macon County Highway Department.

Total Bid for all Non-MFT Pipe and Band per Specifications \$ 36,419.49
Please post unit prices and totals on enclosed page.

PLEASE STATE WARRANTY

REJECTION/AWARD

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

DEADLINE

Sealed proposals are due in on Wednesday, February 21, 2018 at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. They will be opened and read at 10:00 A.M. in the Conference Room.

IDENTIFICATION

Mark on the outside of the bid envelope in lower left-hand corner "Bid for the Macon County Highway Department Non-MFT Pipe and Band".

**Macon County Board Resolution Appropriating Funds
For Section 13-00200-01-PV, the CH 30 and CH 41 Realignment Project**

RESOLUTION NO. H-2100-3-18

WHEREAS, the funds need to be appropriated for construction of the CH 30 and CH 41 Realignment Project, on the northeast side of the City of Decatur, Section 13-00200-01-PV.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed One Hundred Forty Eight Thousand, One Hundred Twenty Four Dollars and 71 Cents (\$148,124.71) from MFT Line Item 032-000-9020 to cover construction expenses for the County's share of the costs.

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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



Section 60

CH 30 Extension
CH 303 CH 41
13-00200-01 PV

WHKS

Project #0736800

RESOLUTION # 11-1864 (02/17)
335529330 County Highway 21000772 (PV) (1) (1) (1)

RESOLUTION # 17-12-13
323000000 M-F 13-00200-01 PV CH 303 Extension
Northbound segment

RESOLUTION # 11-1892 (04/17)
333341500 County Highway 21000772 (PV) (1) (1) (1)

RESOLUTION # 2007-13-13
323000000 M-F 13-00200-01 PV CH 303 Extension
Northbound segment

RESOLUTION # 11-1824 (04/17)
339732330 County Highway 21000772 (PV) (1) (1) (1)

RESOLUTION # 2005-24-17
313533000 County Highway 21000772 (PV) (1) (1) (1)

RESOLUTION # 12-6-16
339500000 M-F 13-00200-01 PV

Final Report of Improvements from BDET 1000 PV
13-00200-01 M-F 13-00200-01 PV

RESOLUTION # 11-18-17
339732330 County Highway 21000772 (PV) (1) (1) (1)

RESOLUTION # 11-18-17
313533000 County Highway 21000772 (PV) (1) (1) (1)

Date	Description	Inv. #	CH Costs	Co. Matching Engineering Costs	Co. Matching Engineering Balance	MFT Construction Costs	MFT Construction Balance	County Match Construction Costs	County Match Construction Balance	
	Beginning Balance		\$ 2,073.81		\$ 18,227.10		\$ 121,399.50		\$ 768,300.00	
01/28/14	WHKS Engineers	32366		\$ 40,179.74	\$ 96,341.46					
05/09/14	WHKS Engineers	32552		\$ 31,064.78	\$ 64,278.67					
11/25/14	WHKS Engineers	33158		\$ 45,839.31	\$ 18,487.38					
01/26/16	WHKS Engineers	33359		\$ 1,548.86	\$ 16,888.50					
09/21/15	WHKS Engineers	34047		\$ 12,224.72	\$ 4,663.78					
01/22/16	Remaining Funds of \$16,198.29 transferred from Section 13-06119-00-PV into Matching									
06/02/16	WHKS Engineers	34867		\$ 1,059.02	\$ 3,604.76					
06/22/16	Illinois Valley Paving	Estimate #1				\$ 702,281.07	\$ 7145,718.93			
06/22/16	Illinois Valley Paving	Estimate #2				\$ 627,498.23	\$ 818,218.70			
06/30/16	Illinois Valley Paving	Estimate #3				\$ 280,766.00	\$ 537,453.70			
07/18/16	WHKS Engineers	35205		\$ 361.73	\$ 3,243.03					
07/18/16	Illinois Valley Paving	Estimate #4				\$ 629,343.91	\$ 81,890.21			
08/09/16	Illinois Valley Paving	Estimate #5				\$ 14,251.20	\$ (106,141.41)			
08/22/16	R.W. Lamb & Associates	1	\$ 2,033.34							
08/22/16	Illinois Valley Paving	Estimate #6				\$ 41,983.30	\$ (148,124.71)			
08/29/16	WHKS Engineers	35316		\$ 430.63	\$ 2,812.40					
10/03/16	Illinois Valley Paving	Est. #7 & Final						\$ 1,652,241.77	\$ 1,308,171,000	
	Total		\$ 2,033.34	\$ 132,708.76	\$ 182,708.76	\$ 1,652,241.77	\$ 1,308,171,000	\$ 1,652,241.77	\$ 1,308,171,000	

100% Engineering Reimbursement up to \$85,529.00
From Illinois Department of Transportation
Deposit into
County Matching 031-000-1265

Date	Received From	Inv. #	Invoice Total	Check #	100% Amount Paid
01/28/14	State of Illinois	32366	\$ 40,179.74		
08/20/14	State of Illinois	32552	\$ 31,064.78	AB3473980	\$ 85,529.00
11/25/14	State of Illinois	33158	\$ 45,839.31		
	Total Received				\$ 85,529.00

Construction Reimbursement up to \$104,014.00
From Illinois Department of Transportation
Deposit into
Matching 031-000-1265

Date	Received From	Inv. #	Invoice Total	Check #	Amount Paid
03/07/16	State of Illinois			AB4784788	\$ 711,888.00
06/15/17	State of Illinois			AB628109	\$ 82,333.00
	Total Received				\$ 794,221.00

Macon County Board Resolution approving a Jurisdictional Transfer Agreement with South Wheatland Township

RESOLUTION NO. H-2101-3-18

WHEREAS, the County Board of Macon County and South Wheatland Township entered into an agreement for the transfer of jurisdiction of Elwin Rd. (CH 30) to South Wheatland Township.

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

NOW THEREFORE, BE IT RESOLVED, that the above location with South Wheatland Township approval be deleted from the highway system of Macon County and that said route is identified as County Highway 30.

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit three certified copies of this Resolution to the State through its District Office at Effingham, Illinois.

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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 Agreement for
Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: NA	Municipality: NA
Township/Road District: NA	Township/Road District: South Wheatland Twp.
County: Macon	County: Macon

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Elwin Road / CH 30 Route FAS 552 Length 0.27 MI
Termini From the west edge of pavement of FAS 1539 westerly to the Blue Mound Township line
_____ in its entirety.

This transfer does does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement _____
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Jay A. Dunn

Name Gary Hutchens

Title Board Chair
Chairman County Board/Mayor/Village President/etc.

Title Township Road Commissioner
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature [Signature]

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

LOCATION MAP



Illinois Department of Transportation

Jurisdictional Transfer

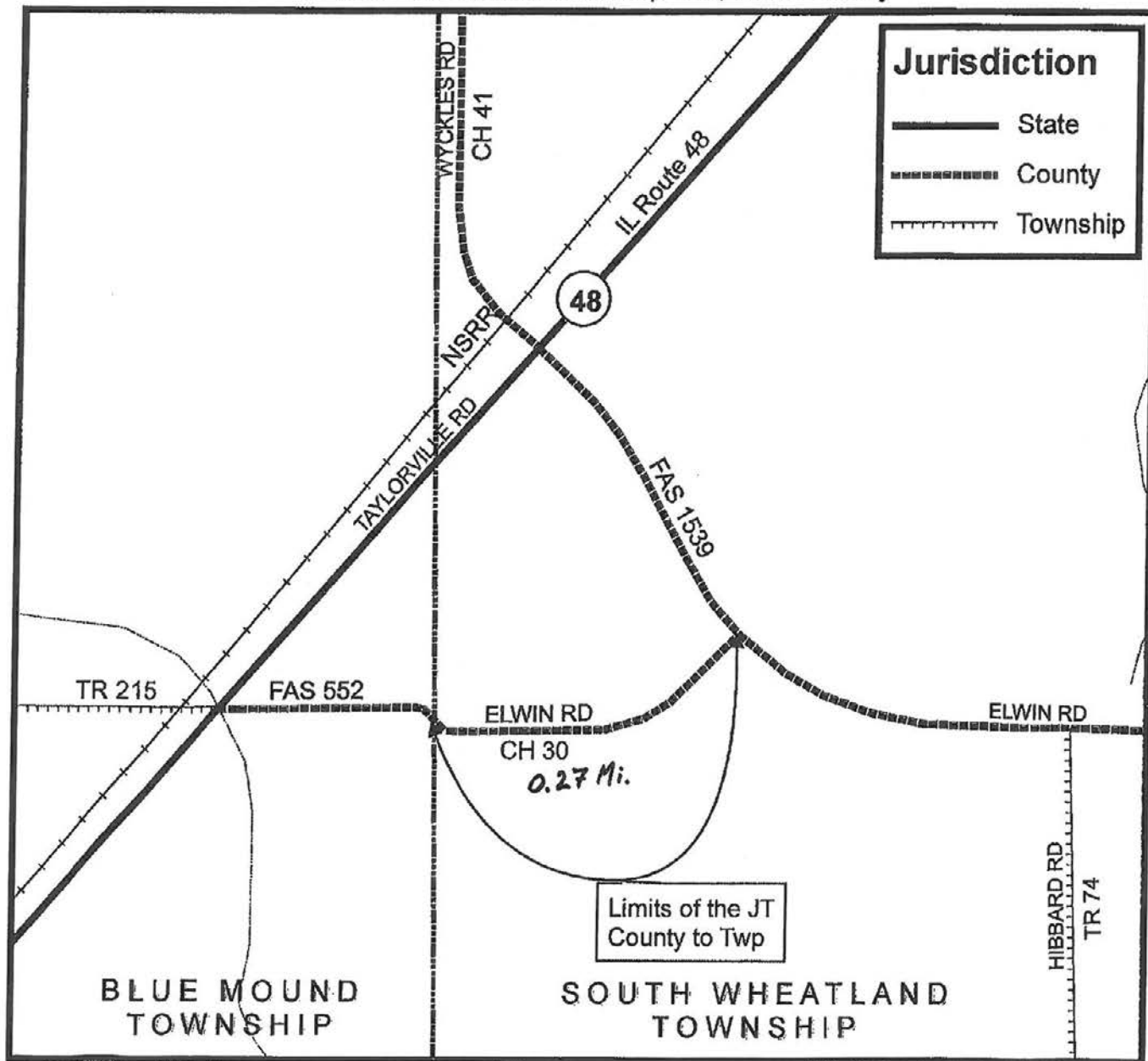
MACON COUNTY
TO
SOUTH WHEATLAND TOWNSHIP

FAS 552
ELWIN ROAD / CH 30

Macon



from west edge of pavement of FAS 1539 westerly
to the Blue Mound Township line, in its entirety



Macon County Board Resolution approving a Jurisdictional Transfer Agreement with Blue Mound Township

RESOLUTION NO. H-2102-3-18

WHEREAS, the County Board of Macon County and Blue Mound Township entered into an agreement for the transfer of jurisdiction of Elwin Rd. (CH 30) to Blue Mound Township.

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

NOW THEREFORE, BE IT RESOLVED, that the above location with Blue Mound Township approval be deleted from the highway system of Macon County and that said route is identified as County Highway 30.

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit three certified copies of this Resolution to the State through its District Office at Effingham, Illinois.

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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 Agreement for
Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: NA	Municipality: NA
Township/Road District: NA	Township/Road District: Blue Mound Twp.
County: Macon	County: Macon

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Elwin Road / CH 30 Route FAS 552 Length 0.20 Mi
Termini From east edge of pavement Ill. Rt. 48 easterly to the South Wheatland Township District line
_____ in its entirety.

This transfer does does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.
Supplement _____
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Jay A. Dunn

Name Meredith Miller

Title Board Chair
Chairman County Board/Mayor/Village President/etc.

Title Township Road Commissioner
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature Meredith Miller

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

LOCATION MAP



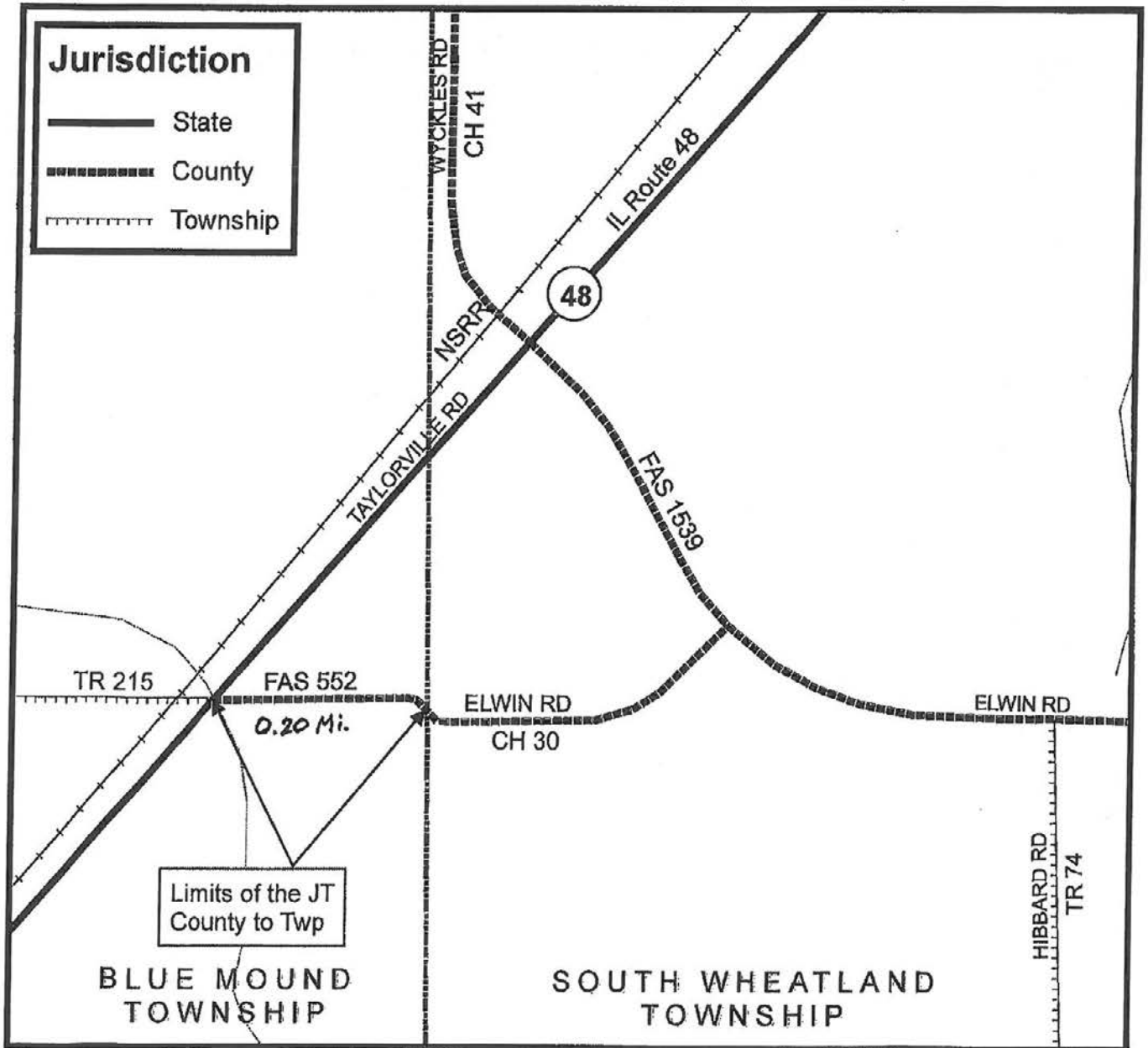
Illinois Department of Transportation Jurisdictional Transfer

MACON COUNTY
TO
BLUE MOUND TOWNSHIP

FAS 552
ELWIN ROAD / CH 30



from east edge of pavement of IL 48 easterly
to the South Wheatland Township line, in its entirety



**Macon County Board Resolution Approving a
Funding Agreement and Appropriating Funds
For the Kruse Road Bridge Replacement Project**

RESOLUTION NO. H-2103-3-18

WHEREAS, a Funding Agreement needs to be approved and funds appropriated for the construction expenses for the Kruse Bridge Replacement Project, Section 16-111117-00-BR.

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 One Hundred and Sixty Five Thousand Dollars and No Cents (\$165,000.00) from County Matching Line Item # 031-000-7780 (FY 18) to cover construction expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Mt. Zion Township, are anticipated to be completely disbursed by November 30, 2018, and will be paid 100% by Macon County with 50% reimbursement from Mt. Zion Township.

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Macon County	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	16-11117-00-BR				
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-006-19	MMVG(621)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Kruse Road Route FAU 7455 Length 0.10 Mi
 Termini Kruse Road over Big Creek

Current Jurisdiction Macon County TIP Number MC18-05 Existing Structure No 058-3201

Project Description

The improvement consists of the removal of a triple span T-beam concrete beam deck bridge on concrete substructure and construction of a triple span concrete deck beam bridge.

Division of Cost

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction	660,000	(80)	()	165,000	(20)	825,000
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials	()	()	()	()	()	
TOTAL	\$ 660,000			\$ 165,000		\$ 825,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A—Lump Sum (80% of LPA Obligation) _____
 METHOD B—_____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C—LPA's Share 165,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the STATE, 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 department; and the LPA agrees to cooperate fully with any audit conducted 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- 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 this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Jay A. Dunn

Name of Official (Print or Type Name)

Macon County Board Chair

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 37-6001309 conducting business as a Governmental Entity.

DUNS Number 078459896

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Phil Kaufmann, Acting Chief Counsel

Date

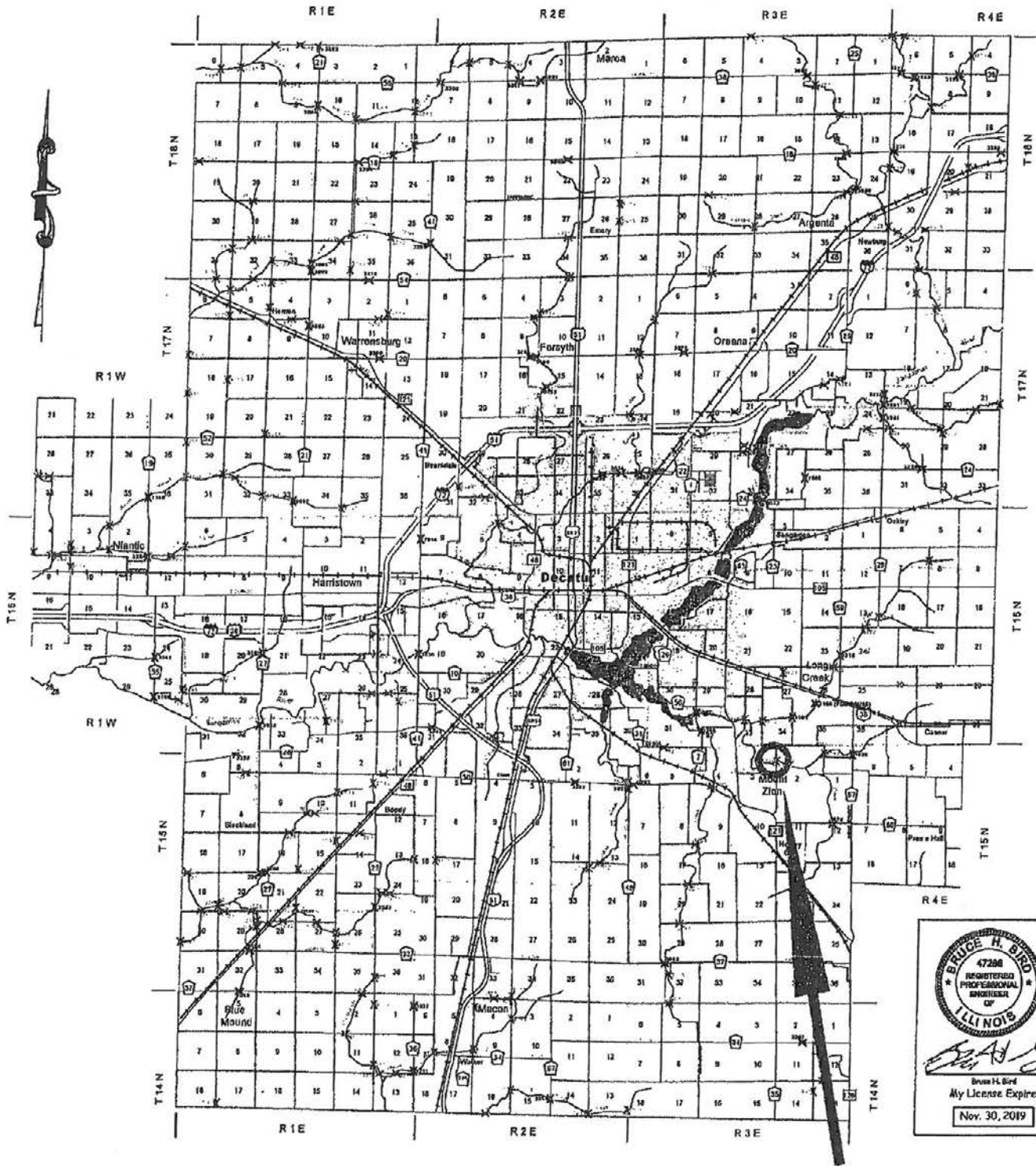
Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



MACON COUNTY



BRUCE H. BIRD
47288
REGISTERED
PROFESSIONAL
SURVEYOR
OF
ILLINOIS

B. H. Bird

Bruce H. Bird
My License Expires
Nov. 30, 2019

PROJECT LOCATION

**Intergovernmental Agreement for the Sharing of
Certain Cost Related to Roadway Improvements
On Niantic Road in Niantic, Illinois, between the
Village of Niantic and Macon County.**

RESOLUTION NO. H-2104-3-18

WHEREAS, the County of Macon is desirous of roadway improvements to a portion of Niantic Road (County Highway 19) between Old U.S. 36 and the south corporate limits of the Village of Niantic; and

WHEREAS, the Village of Niantic is desirous of roadway improvements to a portion of Niantic Road between the south corporate limits of the Village of Niantic and Lake Street in the Village of Niantic; and

WHEREAS, the Village of Niantic is proposing to perform a roadway reconstruction on the section of Niantic Road extending from the intersection of Old U.S. 36 north to the intersection of Lake Street; and

WHEREAS, the County of Macon is a body politic and corporate in the State of Illinois; and

WHEREAS, the Village of Niantic is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 Illinois Compiled Statutes 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Village Board of Niantic believes the roadway improvements to Niantic Road will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois, and

WHEREAS, the Chairman and Macon County Board believe the roadway improvements to Niantic Road will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois.

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the Village of Niantic and the County of Macon agree as follows, subject to actual construction costs:

1. The Village of Niantic agrees to pay for the complete and total costs of the design engineering of the roadway improvements.
2. The County of Macon agrees to perform the on-site Phase III Construction Engineering.
3. The Village of Niantic agrees to cover the construction costs of their portion of the project within the corporate limits of the Village.
4. The County of Macon agrees to cover the cost of their portion of the project from Old U.S. 36 north to the south corporate limit of the Village.
5. Once the project is constructed and completed the County agrees to accept jurisdiction of the improved piece of roadway from the Village of Niantic as per

**Intergovernmental Agreement for the Sharing of
Certain Cost Related to Roadway Improvements
On Niantic Road in Niantic, Illinois, between the
Village of Niantic and Macon County.**

Chapter 605 of the Illinois Compiled Statutes 5/5-106, from Old U.S. 36 to the intersection of Lake Street, in its entirety.

6. This agreement shall be in full force and effect upon its approval by the Village of Niantic and the Macon County Board, and shall inure to the benefit of the Village of Niantic, its successors and assigns, and the Macon County Board, until the roadway improvements are completed and all related costs therefore are paid or the project is cancelled.

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

PRESENTED, PASSED, AND APPROVED this 8th day of March, 2018.

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

Village of Niantic

**Macon County Board Resolution Appropriating Funds
To Purchase Right Of Way from Michael and Vicky Wehr
for the CH 57 Dalton City Blacktop Bridge Replacement Project**

RESOLUTION NO. H-2105-3-18

WHEREAS, the funds need to be appropriated to purchase Right of Way from Michael and Vicky Wehr for the CH 57 Dalton City Blacktop Bridge Replacement Project, Section 12-00249-00-BR.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Nine Hundred Thirty One Dollars and Fifty Cents (\$931.50) from County Highway Funds Line Item 030-000-9005 (FY 18) to cover above expenses for the County's share of the costs.

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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 - 2105-3-18
Attachment

1929300



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4605 Page: 675

Receipt #: 89289
Pages Recorded: 3

Recording Fee: 011
Authorized By: *Mary A. Eaton*

Date Recorded: 1/29/2018 3:00:41 PM

Parcel No. 006
CH 57 85th Street
Section 12-00249-00-BR
Owners: Michael and Vicky Wehr
Station 103+83.36 LT to Station 104-40.22 LT

STATE OF ILLINOIS
MACON COUNTY HIGHWAY DEPARTMENT
DECATUR, ILLINOIS

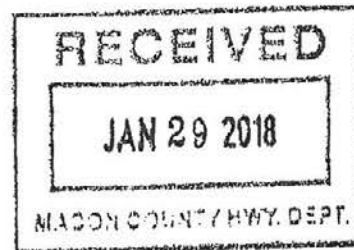
DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantors **Michael E. and Vicky L. Wehr** of the County of **Macon** and State of **Illinois**, for and in consideration of the sum of **Nine Hundred Thirty One Dollars and Fifty Cents (\$931.50)** in hand paid by the County of **Macon**, State of **Illinois** acting by and through it's County Highway Department, or on it's behalf, the receipt whereof is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, do, by these presents, hereby grant, convey and dedicate to the People of the County of **Macon**, State of **Illinois**, for the purpose of a public highway, a tract of land situated in the County of **Macon** and State of **Illinois**, and described as follows:

Part of Lot 25 as designated upon the Plat of **Burgett's First Addition**, being a subdivision of part of the Northeast Quarter of Section 1, Township 15 North, Range 3 East of the Third Principal Meridian, **Macon County, Illinois** and recorded in Book 1832, Page 16 of the Records in the Recorder's Office of **Macon County, Illinois** more particularly described as follows;

Beginning at the Northeast corner of said Lot 25; thence Southwest along the Easterly line of said Lot 25, a bearing based on the Illinois Coordinate System East Zone NAD83 (2011) Adjustment South 40 degrees 52 minutes 56 seconds West, a distance of 73.30 feet; thence North 19 degrees 09 minutes 30 seconds West, a distance of 17.19 feet; thence North 0 degrees 27 minutes 25 seconds East, a distance of 40.22 feet to a point on the North line of said Lot 25; thence South 88 degrees 52 minutes 59 seconds East along said North line, a distance of 53.31 feet to the Northeast corner of said Lot 25 and the Point of Beginning, containing 0.037 acres, more or less.

Said parcel contains 0.037 acres, more or less, of which 0.000 acres, more or less, was previously used or dedicated for roadway purposes, and is shown on the plat hereto attached and considered a part hereof.



**Macon County Board Resolution Appropriating Funds
To Purchase Right Of Way from Glen and Esther Williams
for the CH 57 Dalton City Blacktop Bridge Replacement Project**

RESOLUTION NO. H-2106-3-18

WHEREAS, the funds need to be appropriated to purchase Right of Way from Glen and Esther Williams for the CH 57 Dalton City Blacktop Bridge Replacement Project, Section 12-00249-00-BR.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Four Thousand and Seventy Dollars and No Cents (\$4,070.00) from County Highway Funds Line Item 030-000-9005 (FY 18) to cover above expenses for the County's share of the costs.

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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

Parcel No. 008
 CH 57 85th Street
 Section 12-00249-00-BR
 Owners: Glenn A. and Esther J. Williams
 Station 108+50.37 LT to Station 104-40.22 LT

STATE OF ILLINOIS
MACON COUNTY HIGHWAY DEPARTMENT
DECATUR, ILLINOIS

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantors **Glenn A. and Esther J. Williams** of the County of **Macon** and State of **Illinois**, for and in consideration of the sum of **Three Thousand Five Hundred Seventy Dollars (\$3,570.00)** in hand paid by the County of Macon, State of Illinois acting by and through it's County Highway Department, or on it's behalf, the receipt whereof is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, do, by these presents, hereby grant, convey and dedicate to the People of the County of Macon, State of Illinois, for the purpose of a public highway, a tract of land situated in the County of Macon and State of Illinois, and described as follows:

Part of the Northeast Quarter of Section 1, Township 15 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, more particularly described as follows;

Tract #1 Commencing at the Northeast corner of the Northeast Quarter of Section 1, Township 15 North, Range 3 East of the Third Principal Meridian; thence West along the North line of said Northeast Quarter, a bearing based on the Illinois Coordinate System East Zone NAD83 (2011) Adjustment South 89 degrees 36 minutes 25 seconds West, a distance of 74.67 feet to a point on the West right of way line of CH57 as recorded in Book 795, Page 169 in the Recorder's Office of Macon County, Illinois and the Point of Beginning for the following described parcel.

Thence South 5 degrees 14 minutes 10 seconds East along said West right-of-way line, a distance of 79.63 feet; thence Southeasterly along said West right-of-way line and along a circular curve to the right, radius point being West, a radius of 8564.42 feet, the chord across the last described circular curve course bears South 4 degrees 57 minutes 01 seconds East, a distance of 417.76 feet; thence South 89 degrees 35 minutes 04 seconds West, a distance of 44.36 feet; thence North 1 degree 12 minutes 25 seconds West, a distance of 495.86 feet to a point on the North line of the Northeast Quarter of said Section; thence North 89 degrees 36 minutes 25 seconds East along said North line, a distance of 11.49 feet to the Point of Beginning, containing 0.336 acres, more or less.

ALSO,

Tract #2 Beginning at the Northeast corner of the Northeast Quarter, Government Lot 3 of Section 1, Township 15 North, Range 3 East of the Third Principal Meridian, Macon County Illinois; thence South along the East line of the Northeast Quarter, Government Lot 3 in said Section, having a bearing of South 0 degrees 28 minutes 31 seconds East, 160.91 feet to the East Right of Way line of County Highway 57 as per plat recorded in Book 795, Page 169 in the Recorder's Office of Macon County, Illinois; thence Northerly, along the East Right of Way line of said County Highway 57 on a curve to the left, having a radius of 8624.42 feet and a chord of North 5 degrees 33 minutes 26 seconds West, 90.74 feet; thence North 5 degrees 51 minutes 32 seconds West, 70.96 feet along the East Right of Way line of said County Highway 57 to the North line of the Northeast Quarter, Government Lot 3 in said Section 1; thence South

Parcel No. 008TE
CH 57 85th Street
Section 12-00249-00-BR
Owners: Glenn A. and Esther J. Williams
Station 108+50.37 LT to Station 104-40.22 LT

STATE OF ILLINOIS
MACON COUNTY HIGHWAY DEPARTMENT
DECATUR, ILLINOIS

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, That the Grantors **Glenn A. and Esther J. Williams** of the County of **Macon** and State of **Illinois** for and in consideration of the sum of **Five Hundred Dollars (\$500.00)** in hand paid, the receipt of which is hereby acknowledged, hereby represent that they own the fee simple title to and do by these presents grant the right, easement and privilege to enter upon the following described land unto Macon County, Illinois, for the use of the Macon County Highway Department, for the purpose of **grading and construction for a replacement bridge.**

The land to be acquired is as described as follows:

Part of the Northeast Quarter of Section 1, Township 15 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, more particularly described as follows;
Commencing at the Northeast corner of the Northeast Quarter of Section 1, Township 15 North, Range 3 East of the Third Principal Meridian; thence West along the North line of said Northeast Quarter, a bearing based on the Illinois Coordinate System East Zone NAD83 (2011) Adjustment South 89 degrees 36 minutes 25 seconds West, a distance of 86.16 feet; thence South 1 degree 12 minutes 25 seconds East, a distance of 12.84 feet to the Point of Beginning for the following described parcel:
Thence South 1 degree 12 minutes 25 seconds East, a distance of 65.02 feet; thence North 51 degrees 05 minutes 02 seconds West, a distance of 37.63 feet; thence North 2 degrees 43 minutes 24 seconds West, a distance of 20.00 feet; thence North 53 degrees 26 minutes 42 seconds East, a distance of 35.92 feet to the Point of Beginning, containing 0.028 acres, more or less.

Said parcel herein described contains 0.007 acres, more or less. The said Real Estate being also shown by the plat hereto attached and made a part thereof.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

**Macon County Board Resolution Appropriating Funds
To Purchase Right Of Way from Samuel and Jaci Bruce
for the CH 57 Dalton City Blacktop Bridge Replacement Project**

RESOLUTION NO. H-2107-3-18

WHEREAS, the funds need to be appropriated to purchase Right of Way from Samuel and Jaci Bruce for the CH 57 Dalton City Blacktop Bridge Replacement Project, Section 12-00249-00-BR.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Nine Hundred and Seventy Five Dollars and No Cents (\$975.00) from County Highway Funds Line Item 030-000-9005 (FY 18) to cover above expenses for the County's share of the costs.

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

PRESENTED, PASSED, AND APPROVED this 8th day of March 2018.

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

1929917



Macon Co., Illinois
 S.S. by Mary A. Eaton, Recorder
 Book: 4608 Page: 207

Receipt #: 89635
 Pages Recorded: 3

Recording Fee: Other
 Authorized By *Mary A. Eaton*

Date Recorded: 2/16/2018 3:37:27 PM

Parcel No. 002
 CH 57 85th Street
 Section 12-00249-00-BR
 Owners: Samuel & Jaci Bruce
 Station 97+55.00 LT to Station 97+87.09 LT

STATE OF ILLINOIS
MACON COUNTY HIGHWAY DEPARTMENT
DECATUR, ILLINOIS

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantors **Samuel A. and Jaci A. Bruce** of the County of **Macon** and State of **Illinois**, for and in consideration of the sum of **Nine Hundred Seventy Five Dollars (\$975.00)** in hand paid by the County of Macon, State of Illinois acting by and through it's County Highway Department, or on it's behalf, the receipt whereof is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, do, by these presents, hereby grant, convey and dedicate to the People of the County of Macon, State of Illinois, for the purpose of a public highway, a tract of land situated in the County of Macon and State of Illinois, and described as follows:

Part of Lot 1 as designated upon the Plat of Burgett's First Addition, being a subdivision of part of the Northeast Quarter of Section 1, Township 15 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois and recorded in Book 1832, Page 16 of the Records in the Recorder's Office of Macon County, Illinois more particularly described as follows;

Beginning at the Northeast corner of said Lot 1; thence South along the East line of said Lot 1, a bearing based on the Illinois Coordinate System East Zone NAD83 (2011) Adjustment South 0 degrees 52 minutes 59 seconds East, a distance of 32.09 feet; thence North 61 degrees 52 minutes 42 seconds West, a distance of 39.82 feet; thence North 80 degrees 14 minutes 24 seconds West, a distance of 50.80 feet; thence North 87 degrees 40 minutes 47 seconds West, a distance of 43.09; thence North 76 degrees 57 minutes 19 seconds West, a distance of 34.82 feet to the Northwest corner of said Lot 1; thence Southeasterly along the Northerly line of said Lot 1 and along a circular curve to the left, radius point being North, a radius of 411.97 feet, the chord across the last described circular curve course bears South 85 degrees 27 minutes 45 seconds East, a distance of 74.71 feet to a point of tangency; thence North 89 degrees 20 minutes 20 seconds East, a distance of 87.21 feet to the Point of Beginning, containing 0.032 acres, more or less.

Said parcel contains 0.032 acres, more or less, of which 0.000 acres, more or less, was previously used or dedicated for roadway purposes, and is shown on the plat hereto attached and considered a part hereof.

And the Grantors further, as part of this dedication, agree to remove any and all fences, enclosures, buildings, and other obstructions from the above described tract and to completely vacate the same within fifteen (15) days after notice in writing from the County of Macon, State of Illinois, or any other state, county, township or district officials having authority as to public highway, and its representatives, engineers, agents, contractor, and employees are hereby authorized to enter into and take full and complete possession of said tract, and any fences, enclosures, buildings or other obstructions remaining thereon, after the expiration of said fifteen (15) days may be removed by them or either of them and the expenses thereof the said Grantors agree to pay upon demand.