

**AGENDA**  
**MACON COUNTY BOARD MEETING**  
**February 13, 2020, 6:00 P.M.**  
**141 SOUTH MAIN, ROOM 514**  
**DECATUR, ILLINOIS**

**Caucus Meetings begin at 5:30 p.m.**  
**Republican Caucus is held on 4<sup>th</sup> floor (room 414)**  
**Democratic Caucus is held on 8<sup>th</sup> floor (room 804)**

**Caucuses are open meetings and public comment is allowed**  
*Please note that public comment at caucus meetings may be limited such that all Board members may arrive at the County Board meeting on time at 6:00 p.m.*

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

**COUNTY BOARD MEETING AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. OPENING PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF MINUTES OF PRIOR MEETING**
- 6. RECOGNITIONS**
- 7. ZONING/SUBDIVISIONS**  
Z-1217-02-20                      **Macon County Board Resolution Regarding Case S-02-01-20, A Petition Requesting Renewal of a Special Use Permit Submitted by Tim C. Duncan**  
  
Z-1218-02-20                      **Macon County Board Resolution Regarding Case S-01-01-20, A Petition Requesting Renewal of a Special Use Permit Submitted by Robert & Aissa Norris**
- 8. CORRESPONDENCE**
- 9. CLAIMS**

**10. APPOINTMENTS**

- G-5090-02-20**                      **Macon County Board Resolution Appointment to Extension – Marcy A. Rood**
- G-5091-02-20**                      **Macon County Board Resolution Appointment to the Macon County Regional Planning Commission – Marcy Rood**
- G-5092-02-20**                      **Macon County Board Resolution Appointment to Macon County Board of Health – Dr. Bret Jerger**

**11. CONSENT CALENDAR**

- G-5093-02-20**                      **Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent**

**12. JUSTICE COMMITTEE**

- G-5094-02-20**                      **Macon County Board Resolution for the Transference of Funds from At Risk Services Fund to Purchase Ballistic Vests**
- G-5095-02-20**                      **Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to the Overtime Fund**
- G-5096-02-20**                      **Macon County Board Resolution Authorizing Disposal of Surplus Property by the State’s Attorney’s Office**

**13. EEHW COMMITTEE**

- G-5097-02-20**                      **Macon County Board Resolution Approving Lease Renewal at 1710, 1750 & 1760 N. 21<sup>st</sup> Street, between the Wicker Real Estate Trust and Macon County Environmental Management**
- G-5098-02-20**                      **Macon County Board Resolution Adding Territory to Enterprise Zone and Approving Amendment of the Enacting Ordinance and Intergovernmental Agreement – Decatur Orthopedic Center, LLC**

**14. OPERATIONS AND PERSONNEL COMMITTEE**

- G-5099-02-20**                      **Macon County Board Resolution Approving a Decrease in the Mileage Reimbursement Rate**

**15. LEGISLATIVE COMMITTEE**

**16. FINANCE COMMITTEE**

- G-5100-02-20**                      **Macon County Board Omnibus Resolution Approving Budget Clean Up for FY19**
- G-5101-02-20**                      **Macon County Board Resolution to Approve Lease Agreement with Macon County Mental Health Board**
- G-5102-02-20**                      **Macon County Board Resolution Authorizing the Payment of Expenses Related to a Full Hand Recount of the Contested 2018 General Election for the Office of Macon County Sheriff**
- G-5103-02-20**                      **Macon County Board Resolution Amending the Public Defender’s FY2020 Budget in Order to Hire Two Contract Attorneys**

17. **NEGOTIATIONS COMMITTEE**  
G-5104-02-20                      **Macon County Board Resolution Approving a Labor Agreement between Macon County and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO/CLC, on Behalf of Local Union #7-837-03 for the Correctional Sergeants Effective December 1, 2019 through November 30, 2022**
  
18. **TRANSPORTATION COMMITTEE**  
H-2200-02-20                      **Macon County Board Resolution Approving Engineering Agreement and Appropriating Funds for the TR45 Kirby Road Bridge Repair Project in Whitmore Township**  
  
H-2201-02-20                      **Macon County Board Resolution Approving a Road Use Agreement with Ameren Illinois Company**  
  
H-2202-02-20                      **Macon County Board Resolution Granting Permission to Dispose of Surplus Equipment**  
  
H-2203-02-20                      **Macon County Board Resolution Approving an Intergovernmental Agreement for the Sharing of Certain Costs Related to Project Coordination and Consulting Services for the Macon County Beltway, and for those Transportation Projects Connected to or Associated with the Macon County Beltway in the City of Decatur, Macon County, Illinois, Between the City of Decatur and the County of Macon, Illinois**
  
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**  
**Report from Macon County Health Department**
24. **OLD BUSINESS**
25. **NEW BUSINESS**
26. **CLOSED SESSION**
27. **ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-02-01-20 A PETITION  
REQUESTING RENEWAL OF A SPECIAL  
USE PERMIT SUBMITTED BY TIM C. DUNCAN**

**RESOLUTION NO. Z-1217-02-20**

**WHEREAS** a petition filed by Tim C. Duncan requesting the renewal of a Special Use Permit for the operation of a lawn mowing business and small retail counter for selling battery powered lawn equipment and light repair in (A-1) Agricultural Zoning. The property is situated on 21.37 acres and is legally described as:

*The West ½ of the South East ¼ of Section 19 Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M., lying South of the South Right of Way line of F.A.I. Route No. 72 Except the West 132 feet of the South 330 feet of the South West ¼ of the South East ¼ of Section 19, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M., being more particularly described as follows: Beginning at a point on the South line of said Section 19 said point being 132.00 feet Easterly of the South ¼ corner of said Section 19 running thence Northerly for 190.00 feet, thence Easterly for 240.00 feet, thence Southerly for 190.00, thence Westerly for 240.00 feet to the point of beginning.*

This property is commonly known as 3388 E. Boyd Road, Decatur, IL 62526 Whitmore Township PIN 18-08-19-400-011.

**WHEREAS**, at the required public hearing on January 8, 2020 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit constitutes a license issued to the named Petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. Employees shall be family members only.
3. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
4. Building permits shall be obtained as required.
5. Said property and all operations shall remain subject to all other applicable local, county, state, and federal regulations. Failure to do so will result in revocation of this special use permit and it will be effective immediately.

6. Hours of operation for the business is 8:00 a.m. to 5:00 p.m. for 6 days a week.
7. This special use permit shall be for a 10 year period beginning February 13, 2020 and ending February 14, 2030.

**WHEREAS**, on January 23, 2020 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting renewal of a Special Use Permit for the operation of a lawn mowing business and small retail counter for selling battery powered lawn equipment and light repair in (A-1) Agricultural Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to Approve the petition requesting renewal of a Special Use Permit for the operation of a lawn mowing business and small retail counter for selling battery powered lawn equipment and light repair in (A-1) Agricultural Zoning with the above stipulations recommended by the Zoning Board of Appeals.

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

**PRESENTED, PASSED, and APPROVED this 13th day of February 2020.**

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-01-01-20 A PETITION  
REQUESTING RENEWAL OF A SPECIAL  
USE PERMIT SUBMITTED BY ROBERT & AISSA NORRIS**

**RESOLUTION NO. Z-1218-02-20**

**WHEREAS** a petition filed by Robert & Aissa Norris requesting the renewal of a Special Use Permit to allow the holding of special events, such as educational events, weddings/receptions, company picnics, and family reunions in (A-1) Agricultural Zoning. The property is situated on 6.37 acres and is legally described as:

*The South 500 feet of the West 555 feet of the North Half (N ½) of the Northwest Quarter (NW ¼) of Section Nineteen (19) Township Sixteen (16) North, Range One (1), East of the Third Principal Meridian, Situated in Macon County, Illinois.*

This property is commonly known as 990 S Meridian Ave, Niantic, IL 62551  
Harristown Township PIN 06-11-19-100-002.

**WHEREAS**, at the required public hearing on January 8, 2020 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit constitutes a license issued to the named Petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. Employees shall be family members or no more than 5 non family members only.
3. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
4. Building permits shall be obtained as required.
5. There shall be no parking on the county roads for any events. Ample parking shall be provided to handle all events on the property.
6. All private water systems will need to be properly constructed, and tested yearly to ensure the supply is potable. If said property has events more than 60 days a year (does not have to be a consecutive 60 days), a Non-Community Public Water Supply application must be applied for through Illinois Department of Public Health.

7. If any food is prepared and served at said property, a food license will be required prior to the event. Licensed catering companies/businesses from certified kitchens will be approved.
8. Said property and all operations shall remain subject to all other applicable local, county, state, and federal regulations. Failure to do so will result in revocation of this special use permit and it will be effective immediately.
9. Hours of operation for the business is 8:00 a.m. to 11:00 p.m., 7 days a week.
10. The maximum occupancy number for the property shall be 200 guests per event.
11. This Special Use Permit shall be for a 10 year period beginning February 13, 2020 and ending February 14, 2030.
12. The Special Use Permit holders are required to apply for a renewal of this special use permit on or before January 3, 2029. Upon a timely application being made, the Zoning Board of Appeals shall hear evidence and testimony regarding compliance with the terms of this special use permit and shall also consider all other relevant matters related to the issuance of a special use permit and recommend to the County Board whether the renewal should be granted or denied.

**WHEREAS**, on January 23, 2020 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting the renewal of a Special Use Permit to allow the holding of special events, such as; educational tours, wedding receptions, company picnics, and family reunions in (A-1) Agricultural Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to Approve the petition requesting the renewal of a Special Use Permit to allow the holding of special events, such as; educational tours, wedding receptions, company picnics, and family reunions in (A-1) Agricultural Zoning with the above stipulations recommended by the Zoning Board of Appeals.

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

**PRESENTED, PASSED, and APPROVED this 13th day of February 2020.**

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD RESOLUTION  
APPOINTMENT TO THE MACON COUNTY  
EXTENSION BOARD – Marcy A. Rood**

**RESOLUTION NO. G-5090-02-20**

**WHEREAS**, it is the desire of the Board Chairman to appoint Marcy A. Rood to replace Tim Dudley on the Macon County Extension Board for the remainder of a 3 year term set to expire November 30, 2020.

Marcy A. Rood  
39 Country Club Drive  
Decatur, IL 62521  
Term Expires: November 30, 2020

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the appointment of Marcy A. Rood to replace Tim Dudley on 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 13<sup>th</sup> day of February, 2020

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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



**MACON COUNTY BOARD RESOLUTION  
APPOINTMENT TO THE MACON COUNTY  
REGIONAL PLANNING COMMISSION  
– Marcy A. Rood**

**RESOLUTION NO. G-5091-02-20**

**WHEREAS**, it is the desire of the Board Chairman to appoint Marcy Rood to replace Tim Dudley on the Macon County Regional Planning Commission for the remainder of a term set to expire November 30, 2020.

Marcy A. Rood  
39 N. Country Club Dr.  
Decatur, IL 62521  
Term Expires: November 30, 2020

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the appointment of Marcy A. Rood to replace Tim Dudley on the Macon County Regional Planning Commission for the remainder of a 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 13<sup>th</sup> day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD RESOLUTION  
APPOINTMENT TO THE  
MACON COUNTY HEALTH BOARD  
-Dr. Bret Jerger**

**RESOLUTION NO. G-5092-02-20**

**WHEREAS**, it is the desire of the Macon County Board Chairman to appoint the following individual to serve as a member of the Macon County Health Board for a term of three years set to expire 5/31/22

Dr. Bret Jerger  
1310 E. Elwin Rd  
Decatur, Illinois 62526  
Term Expires: May 31, 2022

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby appoints DR. BRET JERGER as a member of the Macon County Health Board for a term of three years, set to expire on the 31st of May, 2022

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

**PRESENTED, PASSED and APPROVED** this 13<sup>th</sup> day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

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

**RESOLUTION NO. G-5093-02-20**

**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 13th day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

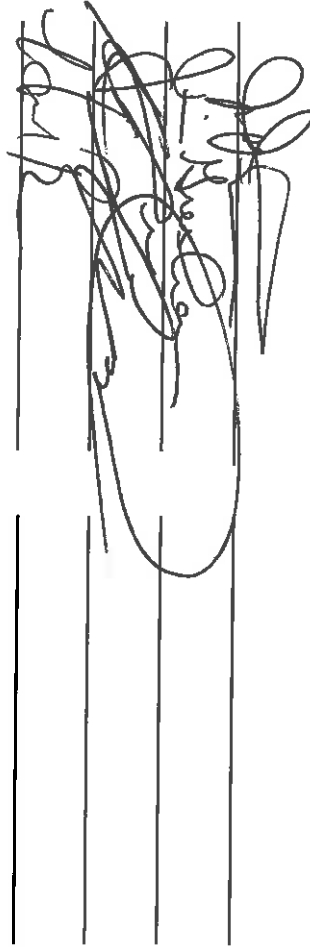
BY:

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

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

Macon County Monthly Resolution List - February 2020

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/Sec of State	Agent	Treasurer
02-20-001	1019014B	SAL	JAMES E BEAMS	04-12-10-151-005	DECATUR	2,335.50	0.00	22.50	63.00	562.50	1,687.50
02-20-002	1019021B	SAL	BRUCE BULLAMORE	04-12-10-212-025	DECATUR	820.50	0.00	7.50	63.00	450.00	300.00
02-20-003	1019044B	SAL	J AND C RENTALS	04-12-11-156-012	DECATUR	825.50	0.00	7.50	63.00	450.00	300.00
02-20-004	1019066B	SAL	JOHN LEWIS	04-12-12-277-005	DECATUR	3,850.50	0.00	37.50	63.00	937.50	2,812.50
02-20-005	1019077B	SAL	KARI M FENTON	04-12-13-202-018	DECATUR	3,093.00	0.00	30.00	63.00	750.00	2,250.00
02-20-006	1019095B	SAL	KIP JONES	04-12-14-401-017	DECATUR	4,355.50	0.00	42.50	63.00	1,062.50	3,187.50
02-20-007	1019102B	SAL	JOHN T CUNNINGHAM	04-12-15-103-005	DECATUR	820.50	0.00	7.50	63.00	450.00	300.00
02-20-008	1019119B	SAL	EDWIGHT FRANCOIS	04-12-23-131-009	DECATUR	820.50	0.00	7.50	63.00	450.00	300.00
<b>Totals</b>						<b>\$16,921.50</b>	<b>\$0.00</b>	<b>\$162.50</b>	<b>\$504.00</b>	<b>\$5,112.50</b>	<b>\$11,137.50</b>



Committee Members

Clerk Fees \$0.00  
 Recorder/Sec of State Fees \$504.00  
 Total to County \$11,641.50

**MACON COUNTY BOARD RESOLUTION  
APPROVING TRANSFERENCE OF FUNDS  
FROM AT RISK SERVICES LINE  
TO PURCHASE BALLISTIC VESTS**

**RESOLUTION NO. G-5094-02-20**

**WHEREAS**, the Macon County Sheriff's Office's current armored vests will expire in 2020; and

**WHEREAS**, full-time deputies require ballistic vests to protect them from dangerous situations which they encounter on a daily basis through the course of their duties; and

**WHEREAS**, the Macon County Sheriff's Office handles hundreds of calls for service annually where deputies are put into situations that are extremely dangerous and pose a great risk of potential harm; and

**WHEREAS**, this resolution is to request transfer of \$5,000 (Five Thousand Dollars) from the current "At Risk Services" Grant (093-550) to the Equipment line item in order for the Macon County Sheriff's Office to purchase additional ballistic vests.

Existing "At Risk Services" Grant	093-550	\$5,000
Equipment	001-060-9040	\$5,000

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the Macon County Sheriff's Office to transfer the funds from the current "At Risk Services" Grant (093-550) for the purchase of additional ballistic vests.

**WHEREAS**, the Justice Committee met on January 23, 2020; and

**WHEREAS**, the Finance Committee met on February 3, 2020; and

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

**PRESENTED, PASSED, APPROVED** this 13th day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD RESOLUTION  
APPROVING DONATION FROM THE  
HOWARD G. BUFFETT FOUNDATION  
TO THE OVERTIME FUND**

**RESOLUTION NO. G-5095-02-20**

**WHEREAS**, the Macon County Sheriff's Office requires additional funds to cover budget overtime expenses for the warrant apprehension program that involves locating and apprehending person(s) with warrants for their arrest, including violent felonies, to help make Macon County a safer place and the assistance to the Macon County Probation Department for unannounced high risk probation checks; and

**WHEREAS**, the Howard G. Buffett Foundation has agreed to donate \$75,000 (Seventy-Five Thousand Dollars) to the Overtime Fund; and

Revenue	093-560-4975-000	\$75,000
Overtime Fund	093-560-5707-000	\$75,000

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation for a donation to the Overtime Fund.

**WHEREAS**, the Justice Committee met on January 23, 2020; and

**WHEREAS**, the Finance Committee met on February 3, 2020; and

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

**PRESENTED, PASSED, APPROVED** this 13<sup>th</sup> day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

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

**Resolution No. G-5096-02-20**

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

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

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

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

**PRESENTED, PASSED, and APPROVED** this 13th day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner  
Macon County Clerk

\_\_\_\_\_  
Kevin R. Greenfield  
Chair

**MACON COUNTY BOARD RESOLUTION  
APPROVING LEASE RENEWAL AT 1710, 1750 & 1760  
N 21st STREET, BETWEEN THE WICKER REAL  
ESTATE TRUST AND MACON COUNTY  
ENVIRONMENTAL MANAGEMENT**

**RESOLUTION NO. G-5097-02-20**

**WHEREAS**, Macon County Environmental Management (MCEM) leases space at 1710, 1750 & 1760 N. 21st, Decatur, IL; and

**WHEREAS**, MCEM operates a Recycling Center for programing and storage space for equipment; and

**WHEREAS**, MCEM provides a safe and convenient location to operate residential recycling programs at the Recycling Center; and

**WHEREAS**, Landlord, The Wicker Real Estate Trust and Macon County Environmental Management would like to extend the lease to a one-year lease agreement; and

**WHEREAS**, The Macon County Environmental Management agrees to the attached lease for premises located at 1710, 1750 & 1760 N. 21<sup>st</sup> Street and

**WHEREAS**, the EEHW Committee met on December 19, 2019 and agreed the leased space is a convenient space for residential recycling programming; and

**WHEREAS**, Finance Committee met on December 30, 2019 and agreed the leased space is a convenient space for residential recycling programming; and

**NOW, THEREFORE, BE IT RESOLVED** the Macon County Board has reviewed and hereby agree to the attached Lease Agreement between The Wicker Real Estate Trust and Macon County Environmental Management Department.

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

**PRESENTED, PASSED, APPROVED** this 13th day of February, 2020.

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

Macon County Board  
Macon County, IL

Attest

BY:

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

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



## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March, 2020, by and between The Wicker Real Estate Trust ("Landlord") and the County of Macon, Illinois ("Tenant") (collectively, the "Parties").

### WITNESSETH:

#### ARTICLE I: PREMISES

- 1.1 "Premises" shall mean the real estate commonly known as 1710 N. 21st Street, Decatur, Macon County, Illinois; 1750 N. 21st Street, Decatur, Macon County, Illinois; and 1760 N. 21st Street, Decatur, Macon County, Illinois.
- 1.2 Landlord hereby leases Premises to Tenant, and Tenant leases and accepts, subject to the terms and conditions of this Lease, the Premises. Tenant has had an opportunity to inspect the Premises and accepts the same "AS IS" without representation or warranty of Landlord of any kind.

#### ARTICLE II: TERM

- 2.1 The Term of this Lease shall be for a period of one year, beginning March 1, 2020, and ending February 28, 2021.
- 2.2 Upon the expiration of the Term, this Lease shall automatically convert to a month-to-month lease with the same conditions of rent and other obligations as are contained in this Lease. If Landlord does not desire to convert this Lease to a month-to-month tenancy at the end of the Term, Landlord shall provide Tenant written notice on or before January 31, 2021 that the Lease shall terminate February 28, 2021 at which time Tenant shall vacate the Premises. If this Lease becomes a month-to-month tenancy, Landlord shall have the right to terminate the tenancy upon 30-days written notice to Tenant.

#### ARTICLE III: RENT AND OTHER TENANT CONTRIBUTIONS

- 3.1 Rent for the Premises shall be \$16,800, and shall be paid in equal monthly installments of \$1,400.
- 3.2 Each installment shall be due on the first day of each month, with the first installment being due and payable on the 1<sup>st</sup> day of March 2020.
- 3.3 In the event that the Lease converts to a month-to-month lease, the amount of rent shall remain unchanged absent a written addendum to this Lease being executed by the Parties.
- 3.4 Tenant shall issue payment to the Wicker Real Estate Trust, 3018 Lake Bluff Drive, Decatur, Illinois 62521 or at such other place as Landlord may designate in writing from time to time.

- 3.5 If rent is not paid on or before the first day of each month, Tenant shall pay an additional 5% of the monthly rent due, not to exceed \$70 for any such month. Only one late charge will be assessed for any month in which the rent is not paid on or before the first day of that month. Under no circumstances shall interest on any unpaid rent accrue. Any late charges incurred shall be deemed to be additional rent.
- 3.6 Landlord shall be solely responsible for the payment of all real estate taxes on the Premises.

#### ARTICLE IV: USE OF PREMISES

- 4.1 The Premises shall be used and occupied by Tenant as an Environmental Management drop-off facility and for no other purpose without the Landlord's written consent. Tenant shall comply with all rules, regulations and laws of all appropriate governmental entities with respect to use and occupancy.
- 4.2 Tenant shall pay for the provision of electric current, gas, heat, and all other utilities and all taxes or charges on such utility services which are used on or attributable to the Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Premises.
- 4.3 Tenant agrees to maintain all signs or advertising materials in good condition and repair. All signs shall comply with applicable statutes, ordinances, or other governmental restrictions. The determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. All exterior signs must be approved by the Landlord.

#### ARTICLE V: CONSTRUCTION, MAINTENANCE AND REPAIRS

- 5.1 Except as provided for in paragraph 5.3 of this Lease as being required of the Landlord, Tenant shall keep and maintain the Premises in a clean, sanitary, and safe condition and in accordance with all directions, rules, and regulations of the governmental entities having jurisdiction, at the sole cost and expense of Tenant. Tenant shall further comply with all requirements of law affecting the Premises and all appurtenances thereto. If Tenant refuses or neglects to commence and complete repairs promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant may be required to pay the cost thereof to Landlord as an additional rent, provided that such repairs are found to be necessary and proper.
- 5.2 Upon the termination of this Lease or any renewal term, the Tenant shall deliver the Premises to the Landlord in the same condition as received by it on the date that Tenant first assumed occupancy, subject to the removals hereinafter required, reasonable wear and tear excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combination of locks, safes, and vaults, if any, in the Premises. Tenant, during the last 30 days of such term shall remove all its trade fixtures, and, to the extent required by Landlord by written notice, any other

installations, alterations or improvements made, before surrendering the Premises and shall repair any damage to the Premises caused by such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. Absent a written agreement to the contrary, any items belonging to Tenant that remain in the Premises upon the surrender by Tenant to Landlord shall be deemed abandoned and shall become the property of the Landlord and the latter may dispose of the same without liability of any type or nature.

- 5.3 Landlord shall keep and maintain the foundation, exterior walls, roof, and the structural portions of the Premises of the building in which the Premises are located in good repair. Landlord will be responsible for repairing and replacing all heating, air conditioning, and electrical systems. The determination of the necessity for replacement shall be made by the Landlord, but that determination shall not be unreasonably made. The Landlord shall be responsible for maintaining all exterior portions of the building and all other floors of the building not leased by Tenant, except that Landlord shall not be called upon to make any such repairs or replacements occasioned by the act or neglect of Tenant, its agents, employees, invitees, licensees, customers, clients or contractors.
- 5.4 Tenant shall not alter the Premises and shall not install any fixtures or equipment to be used in connection with Tenant's business which affect the Premises in any manner without first obtaining the written approval of Landlord to such fixtures and equipment, and the Landlord's approval of the manner in which said fixtures and equipment are to be installed or located shall not be unreasonably withheld.
- 5.5 "Exterior walls" shall not be deemed to include store front or store fronts, plate glass, window cases, or window frames, doors or door frames, security grills or similar enclosures. Tenant may use its standard interior décor. Landlord acknowledges that if the window frames or door frames must be replaced due to normal wear and tear, then Landlord will make such replacements.
- 5.6 If Tenant makes any alterations or improvements in the Premises, Tenant must pay for same when made. Nothing in this Lease shall be construed to authorize Tenant or any person dealing with or under Tenant, to charge the rents of the Premises, or the property of which the Premises form a part, or the interest of Landlord in the estate of the Premises, or any person under or through whom Landlord has acquired its interest in the estate of the Premises, with a mechanic's lien or encumbrance of any kind, and under no circumstances shall Tenant be construed to be the agent, employee or representative of Landlord in the making of any such alterations or improvements to the Premises, but on the contrary, the right or power to charge any lien, claim, or encumbrance of any kind against Landlord's rents or the Premises or said land is denied. So long as the laws of this state shall provide for the filing of a statutory bond to eliminate the attachment of mechanic's or material men's liens to real estate, Tenant shall require that its contractor or itself shall take such steps as are provided by law for the filing of said statutory bond prior to the initiation of any construction. If a mechanic's or

material men's lien is threatened by any contractor or supplier, or in the event of the filing of a notice of any such lien, Tenant will promptly pay same and take steps immediately to have same removed. If same is not removed within 10 days from the date of written notice from Landlord, Landlord shall have the right, at Landlord's option, to pay the same or any portion thereof and the amounts so paid, including attorney's fees and expenses connected therewith shall be deemed to be additional rent due from Tenant to Landlord and shall be paid to Landlord immediately upon rendition to Tenant of bill. Tenant will indemnify and save harmless Landlord from and against all loss, claims, damages, costs or expenses suffered by Landlord by reason of any repairs, installations or improvements made by Tenant.

#### ARTICLE VI: INSURANCE

- 6.1 Tenant shall protect, indemnify, and save Landlord harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property on the Premises arising out of or resulting in any way from any act or omission of Tenant, its agents, servants and employees, in the use of the Premises during the term of this Lease. Landlord shall protect, indemnify, and save Tenant harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property on the Premises arising out of or resulting in any way from any act or omission of Landlord, its agents, servants and employees, in the use of the Premises during the term of this Lease.
- 6.2 Tenant agrees to promptly notify Landlord of any claim, action, proceeding, or suit instituted or threatened against the Landlord in connection to this Lease. In the event Landlord is made a party to any action for damages which Tenant has herewith indemnified Landlord against, then Tenant shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Landlord's option, the attorney fees and costs incurred in connection with said litigation by Landlord. Landlord agrees to promptly notify Tenant of any claim, action, proceeding, or suit instituted or threatened against the Tenant in connection with this Lease. In the event Tenant is made a party to any action for damages which Landlord has herewith indemnified Tenant against, then Landlord shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Tenant's option, the attorney fees and costs incurred in connection with said litigation by Tenant.
- 6.3 Tenant agrees to maintain at its expense at all times during this Lease, commercial generally liability insurance properly protecting and indemnifying Landlord and naming Landlord as additional insured in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Tenant shall deliver to Landlord a certificate of insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving Landlord written notice of its intention to do so at least ten (10) days in advance. Tenant shall be responsible for purchasing any insurance coverage it deems necessary to cover Tenant's personal property. Landlord agrees that it will maintain commercial generally liability insurance in the amount of \$1,000,000

per occurrence and \$2,000,000 in the aggregate.

- 6.4 Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the Parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the Premises shall be increased by reason of any use of the Premises made by the Tenant, then Tenant shall pay to Landlord such increase in insurance as shall be occasioned by said use.
- 6.5 Tenant agrees that all property owned by it in, on or about the Premises shall be at the sole risk and hazard of the Tenant. Landlord shall not be liable or responsible for any loss of or damage to Tenant, or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the Premises or elsewhere. Irrespective of whether or not Landlord may be deemed to have been negligent with respect thereof; and provided such damage or loss is not the result of an intentional and willful wrongful act of Landlord.
- 6.6 Tenant agrees that, if any property owned by it and located in the Premises shall be damaged or destroyed by an insured peril, Landlord shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such damage or destruction, and Tenant shall require all policies of risk insurance carried by it on its property in the Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right of subrogation against Landlord.

#### ARTICLE VII: FIRE OR OTHER CASUALTY

- 7.1 In the event of the partial destruction of the building or improvements located on the Premises by fire or any other casualty, Landlord shall restore or repair said building and improvements with reasonable diligence. Landlord shall expend such sums as required to repair or restore improvements to the condition they were in immediately prior to the date of the destruction. A just and proportionate part of the rent payable by Tenant to the extent that such damage or destruction renders the Premises unusable shall abate from the date of such damage or destruction until such Premises are repaired or restored.
- 7.2 If the Premises shall be so damaged by fire or other casualty or happening as to be substantially destroyed, then Landlord shall have the option to terminate this Lease by giving Tenant written notice within 30 days after such destruction, and any unearned rent shall be apportioned and returned to Tenant. If Landlord does not elect to cancel this Lease as aforesaid, then the same shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair and replace the Premises to the condition they were in prior to the date of such destruction, and during the time said Premises are so destroyed and unusable, the rent shall be abated.

## ARTIFLE VIII: ASSIGNMENT AND SUBLETTING

- 8.1 Tenant shall not assign, transfer or encumber this Lease without written consent of Landlord, and shall not sublet or allow any other tenant to come in with or under Tenant without like written consent. Consent of Landlord to one assignment or subletting of the Premises shall not constitute a waiver of Landlord's rights hereunder. Any assignment or subletting, notwithstanding the consent of the Landlord, shall not in any manner release the Tenant herein from its continued liability for the performance of the provisions of this Lease and any amendments or modifications. The acceptance of any rental payments by Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by the Landlord. Landlord's consent to any assignment shall not be unreasonably withheld.
- 8.2 Neither this Lease, nor any interest therein, nor any estate created hereby, shall pass to any trustee or receiver in bankruptcy, nor to any other receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event of bankruptcy or assignment for the benefit of creditors, Landlord shall be entitled to retain the security deposit and shall be deemed a secured creditor as to the next six months' rental to the extent permitted by the applicable federal or state laws unless a Tenant paying at least the amount due from Tenant shall be procured in said period. As to any additional loss of rent, Landlord shall be entitled to file as a general contractor.

## ARTICLE IX: DEFAULT AND RE-ENTRY

- 9.1 Failure on the part of Tenant to pay rent within 10 days after same shall become due, or failure of Tenant to promptly and faithfully keep and perform every covenant, condition, agreement and obligation of this Lease other than payment of rent on the part of Tenant to be kept and performed for more than 20 days after written notice of such default shall have been given to Tenant, shall, at the option of Landlord, cause the forfeiture of this Lease, without, however, releasing Tenant from liability, as hereinafter provided, and if such default shall not be corrected within the applicable period aforesaid, possession of the Premises and all improvements thereon shall be delivered to Landlord and thereupon Landlord shall be entitled to and may take immediate possession of the Premises, any other notice or demand being hereby waived. Tenant agrees to quit and deliver possession of the Premises to Landlord or Landlord's assigns, successors or agents, when this Lease terminates by limitation or forfeiture, and Tenant agrees that the Premises shall be in substantially the same order and in as good condition as received, normal wear and use excepted.
- 9.2 Tenant covenants, that any forfeiture, annulment or voidance of this Lease shall not relieve Tenant from the obligation to make the monthly payments of rent. In case of default of Tenant, Landlord may relet the Premises as the agent for and in the name of Tenant, at any rental readily acceptable, applying the proceeds first to the payment of such rent as same becomes due, and toward the fulfillment of the covenants and agreements of Tenant herein contained, and the balance, if any, shall be paid to Tenant, and the Tenant hereby agrees that if Landlord shall

recover or take possession of said Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the rent hereby reserved, Tenant shall pay to Landlord any loss or difference of rent for the residue of the term.

Landlord shall have the right to re-enter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding by force, or otherwise, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefore or in connection therewith, and, after demand made therefore, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary or other action as may be provided by law; and,

Landlord, irrespective of the date on which its right of re-entry shall have accrued or be exercised, shall have the right, exercisable without notice to or demand upon Tenant or any other person, whether for rent or possession or otherwise, to forfeit this Lease and terminate the estate of Tenant hereby created.

In any and every event, Landlord shall not be deemed to have accepted any surrender of the Premises or of the leasehold estate created hereby from Tenant, or anyone acting in Tenant's behalf, unless Landlord by an agreement in writing shall declare explicitly that it intends thereby to effect acceptance of the surrender and to release tenant from liability.

9.3 Notwithstanding the provisions of this Lease, it is agreed between the Parties that the remedies provided for herein in the event of default on the part of Tenant are in addition to and not in lieu of any other remedies or relief made available to the Tenant under the laws of Illinois, which latter remedies or relief shall be likewise available to Landlord in the event of a breach of any of the terms of this Lease.

9.4 In the event litigation is commenced regarding an alleged breach of this agreement, the prevailing party shall be entitled to recoup reasonable attorneys' fees and costs against the other party.

#### ARTICLE X: GENERAL PROVISIONS

10.1 Landlord reserves the right at all reasonable times during the term of this lease for Landlord or Landlord's agents to enter the Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchaser or tenants, and to make such repairs, alterations, improvement or additions as Landlord may deem necessary or desirable. During the ninety (90) days prior to the expiration of the term of this Lease or any renewal terms, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices advertising the Premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable

therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

- 10.2 Landlord agrees that, if the rent is being paid in the manner and at the time prescribed and the covenants and obligations of Tenant being all and singular kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease. Notwithstanding the preceding, the Tenant acknowledges that during the term of the Lease, the Landlord may be making renovations and improvements to the Premises. As a result of such renovations and improvements, disturbances may occur. Landlord shall make a diligent effort to keep all disturbances to a minimum, and further agrees to make a diligent effort to complete such renovations as soon as is reasonably possible.
- 10.3 Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any payment or payments hereunder without in any way waiving Landlord's right to exercise the right of re-entry hereinbefore provided for by reason of any other breach of lapse which was in existence at the time such payment or payments were accepted by Landlord.
- 10.4 At the expiration of this Lease or renewal thereof, provided Tenant is not in default, Tenant shall have the right to remove any trade fixtures installed by Tenant on the Premises, and shall repair any damage to the Premises caused by such removal. Notwithstanding the foregoing, Landlord shall have a lien upon said fixtures, or any additions thereto during the term as security for the faithful performance by Tenant of the conditions required of it. Tenant agrees to restore the Premises to the same condition as it existed prior to changes for trade fixtures or décor were made. The parties shall agree in advance, and in writing, what shall be deemed a trade fixture subject to removal by the Tenant. If nothing is specified a trade fixture, then nothing shall be deemed a trade fixture. Under no circumstances shall floor coverings wall coverings or paneling, or light fixtures be deemed a trade fixture.
- 10.5 Upon request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the Premises are a part of against any buildings hereafter placed upon said real estate of which the Premises are a part.
- 10.6 All notices by either party to the other shall be made by depositing such notice in the certified mail of the United States of America, and such notice shall be deemed to have been served on the third day after such deposit in the Certified



Mail unless otherwise provided. All notices to the Landlord shall be made at:3018 Lake Bluff, Decatur, IL 62521. All notices to the Tenant shall be made 141 S. Main Street Room 408, Decatur, Illinois, or at such other address as Tenant may from time to time designate in writing to Landlord.

- 10.7 Tenant, upon request of Landlord, shall join in the execution of a memorandum of this Lease for the purpose of recording. Such memorandum shall describe the parties, the Premises, and the term of this Lease, and shall incorporate this Lease by reference and include such other portions which Landlord deems appropriate to effectuate the purpose of such recording. Within 10 days after written notice from Tenant, Landlord agrees to execute and deliver to Tenant similar documents.
- 10.8 Oral agreements in conflict with any of the terms of this Lease shall be without force and effect, all amendments to be in writing executed by the parties or their respective successors in interest.
- 10.9 It is understood that Landlord does not in any way or purpose become a partner or joint venture with Tenant in the conduct of Tenant's business.
- 10.10 If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 10.11 The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or sublessee of Tenant.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their respective representative, each of whom is duly authorized to execute the same.

LANDLORD:

BY: \_\_\_\_\_  
Tamara L Burns, Trustee  
The Wicker Real Estate Trust

Date \_\_\_\_\_

TENANT:

BY: \_\_\_\_\_  
Kevin R. Greenfield, Chair  
Macon County Board

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Josh Tanner, Macon County Clerk

**MACON COUNTY BOARD RESOLUTION ADDING  
TERRITORY TO ENTERPRISE ZONE AND  
APPROVING THE AMENDMENT OF THE  
ENACTING ORDINANCE AND INTERGOVERNMENTAL  
AGREEMENT - Decatur Orthopedic Center, LLC**

**Resolution No G-5098-02-20**

**BE IT RESOLVED BY THE MACON COUNTY BOARD, COUNTY OF MACON,  
ILLINOIS:**

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

Amendment 2

**Addendum A**

**Parcel # 09-13-33-378-017 | 3990 S Mount Zion Rd, Decatur IL 62521**

Lot 10 and the vacated right of way of Orr Street in Orr's First Subdivision as per plat recorded in Book 300 on Page 275 of the records in the recorder's office of Macon County, Illinois and all that part of the East ½ of the Southwest ¼ of Section 33, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M. in Macon County, Illinois lying ease of said Orr's First Subdivision and South of a tract of land conveyed to Forrest Depeugh and J. Viola Depeugh by Warranty Deed recorded in Book 1848 on Page 138 in said recorder's office. This parcel is connected to the existing Decatur-Macon County Enterprise Zone by a 3 foot wide connector strip from the southeast corner of parcel # 09-13-33-378-017, proceeding westward to western edge of State of Illinois Route 121.

**PRESENTED, PASSED, APPROVED** this 13<sup>th</sup> day of February, 2020

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD RESOLUTION  
APPROVING A DECREASE IN THE  
MILEAGE REIMBURSEMENT RATE**

**RESOLUTION NO. G-5099-02-20**

**WHEREAS**, the Finance Committee met on February 3, 2020, and discussed the IRS announcement regarding the 2020 Standard Mileage Rate; and

**WHEREAS**, the Finance Committee agreed to follow IRS regulations regarding mileage reimbursement; and

**WHEREAS**, the said amount would be decreased from the current 58 cents per mile to 57.5 cents per mile for business miles driven effective February 14, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves decreasing the county's mileage reimbursement rate to 57.5 cents per mile per the IRS guidelines effective February 14, 2020.

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

**PRESENTED, PASSED, and APPROVED** this 13<sup>th</sup> day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD OMNIBUS RESOLUTION  
APPROVING BUDGET CLEAN-UP FOR FY19**

**RESOLUTION NO. G-5100-02-20**

**WHEREAS**, the Finance Committee met on February 3, 2020 to discuss a request from the Auditor for a FY2019 clean-up resolution for bucket transfers listed on the attached list; and

**WHEREAS**, the Finance Committee approved the Auditor's request and agreed to send one FY2019 omnibus clean-up resolution to the full county board for the bucket transfers as per the attached list; 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

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the budget clean-up amendment as per the attached list.

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

**PRESENTED, PASSED, and APPROVED** this 13<sup>th</sup> day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**Macon County Year Ended 11/30/19 Bucket Transfers**

	<b><u>From Account</u></b>	<b><u>To Account</u></b>	<b><u>Amount</u></b>	
Cir Clerk Restr Cash	052-000-7150-000	052-000-5465-000	\$	219.47
Circuit Clerk	001-050-6010-000	001-050-7140-000	\$	3,600.00
Treasurer Automation	066-000-5695-000	066-000-7140-000	\$	4,113.20
General Accounts	001-020-7182-000	001-020-6017-000	\$	18,753.86
Jury Services	001-051-6010-000	001-051-7180-000	\$	703.98
Courts	001-140-7115-000	001-140-5465-000	\$	500.00
Self Insurance	013-000-8260-000	013-000-5501-000	\$	20,000.00
Adult Redeploy Grant	092-415-5050-000	092-415-7250-000	\$	19,000.00

**MACON COUNTY BOARD RESOLUTION  
TO APPROVE LEASE AGREEMENT WITH  
MACON COUNTY MENTAL HEALTH BOARD**

**Resolution No. G-5101-02-20**

**WHEREAS**, the Decatur Public Building Commission (DPBC) was formed pursuant to the Public Building Commission Act (Act), and is the owner of the building located at 141 S. Main Street, Decatur, Illinois (County Building); and

**WHEREAS**, pursuant to Section 14(h) of the Act, the DPBC is authorized "to rent all or any part ... of such building ... to any municipal corporation that organized or joined in the organization of the Public Building Commission or to any branch, department, or agency thereof, ... or to any not for profit corporation or any non-profit organization or association"; and

**WHEREAS**, the County of Macon, Illinois (County), leases the County Building from the DPBC pursuant to Section 14(h) as the County joined the City of Decatur in the organization of the DPBC; and

**WHEREAS**, the Macon County Mental Health Board is a unit of local government, created and organized pursuant to the Community Mental Health Act; and

**WHEREAS**, Macon County Mental Health Board is in need of office space for its administrative offices; and

**WHEREAS**, the Macon County Board finds that there is excess space located on the 6th floor of the County Building, that said space is not required for the use of the County, and desires to sublease to Macon County Mental Health Board such excess space; and

**WHEREAS**, such a sublease is within the powers of the County Board pursuant to 55 ILCS 5/5-1049.2 and within the powers of the DPBC pursuant to 50 ILCS 20/14(h); and

**WHEREAS**, Pursuant to Section 12 of the Amended and Restated Multiple Facilities Lease Agreement of December 2017, as amended, the County Board has the authority to sublease parts of the County Building so long it receives the written consent of the DPBC; and

**WHEREAS**, the DPBC has been asked to approve this sublease at its meeting in March 2020; and

**WHEREAS**, attached hereto is a Sublease Agreement, prepared for the purposes of subleasing the proposed building space to Macon County Mental Health Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that the proposed Sublease Agreement is approved.

**PRESENTED, PASSED and APPROVED** this 13th day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

---

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

---

Kevin Greenfield, Chairman  
Macon County Board



**SUBLEASE AGREEMENT**

**THIS SUBLEASE** dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

County of Macon, Illinois  
(the "Sublandlord")

- AND -

Macon County Mental Health Board  
(the "Subtenant")

**Background**

- A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.
- B. The Amended and Restated Multiple Facilities Lease Agreement (the "Master Lease") is dated December 1, 2017 and is between Decatur Public Building Commission (the "Landlord") and the Sublandlord with respect to the following lands and any improvements on those lands (the "Premises"): 141 S. Main Street, Decatur, IL 62523.
- C. The Subtenant is willing to undertake certain obligations of the Master Lease.

**IN CONSIDERATION OF** the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

**Subleased Premises**

- 1. The Sublandlord leases to the Subtenant the portion of the Premises described as follows: 6th Floor of 141 S. Main Street, Decatur, Illinois (the "Subleased Premises"). The Subtenant shall have the non-exclusive right to use, in common with other tenants, the common areas of the Premises.

**Term**

2. The term of this Sublease commences at 12:01 a.m. on November 1, 2020 and ends at 11:59 pm on November 30, 2030 (the "Term").
3. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

### **Rent**

4. Subject to the provisions of this Sublease, the rent for the Subleased Premises is \$3,000 (the "Rent") per month.
5. The Subtenant will pay the Rent to the Sublandlord at 141 S. Main Street, 3rd Floor, Decatur, IL 62523, or at such other place as the Sublandlord may later designate, on or before the first of each and every month.

### **Use of Subleased Premises**

6. Except as otherwise provided in this Sublease, the Subtenant and the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. The Sublandlord agrees that Subtenant's use of the Premises for the provision of a comprehensive and coordinated system of effective and efficient public mental health services for citizens of Macon County and related uses is expressly permitted by the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.

### **Utilities**

7. During the Term of this Sublease, the Subtenant is responsible for the payment of the following utilities and other charges in relation to the Subleased Premises: Telephone service, cable, and internet. During the Term of this Sublease, the Sublandlord is responsible for providing heat, air conditioning, light, power, water, sewer and all other basic utilities to the Subleased Premises.

### **Maintenance and Repairs**

8. The Subtenant agrees to surrender and deliver to the Sublandlord the Subleased Premises and all furniture and decorations, to the extent owned by Sublandlord or Landlord, within the Subleased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Subtenant will be liable to the Sublandlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests.
9. The Subtenant will immediately report all general maintenance issues and needed repairs to the Landlord.

The Sublandlord, through its Master Lease with the Landlord, shall operate, repair, maintain, and replace, if required, the heating, ventilating, air conditioning, plumbing, and electrical systems and the physical structure of the Subleased Premises and the building in which the Subleased Premises are located., including, but not limited to, windows, roofs, ceilings, floors, and walls (but not including any fixtures or alterations made by Subtenant.)

### **Insurance**

10. The Subtenant, at the expense of the Subtenant, will carry insurance similar to that required of the Sublandlord under the Master Lease. The Subtenant will include the Sublandlord and the Landlord as additional insured parties on all policies of insurance.

Sublandlord will procure such insurance coverage against physical loss or damage to the Subleased Premises, including without limiting the generality of the foregoing, fire and extended coverage, vandalism, malicious mischief, and against other risks as may be deemed necessary or advisable by the Sublandlord in an amount equal to the replacement value of the Subleased Premises (including replacement to Subtenants' leasehold improvements, fixtures and appurtenances that are in existence as of the commencement date of this Sublease). The Sublandlord will obtain Commercial General Liability Insurance covering Sublandlord for claims of bodily injury, personal injury and property

damage (including contractual liability) arising out of Sublandlord's or Sublandlord's agent's operations, liabilities or use of the Premise with commercially reasonable limits.

11. The Subtenant will provide proof of such insurance to the Sublandlord and the Landlord upon the issuance or renewal of such insurance. The Sublandlord will provide proof of such insurance to the Subtenant upon the issuance or renewal of such insurance.

#### **Alterations and Improvements**

12. With the prior written consent of the Sublandlord, the Subtenant may make approved alterations and improvements to the Subleased Premises.
13. Any alterations and improvements must comply with all applicable construction laws and regulations regarding property improvements.
14. The Subtenant will ensure that the Subleased Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Subleased Premises.

#### **Taxes**

15. The Subtenant will pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

#### **Event of Default**

16. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:
  - a. The Subtenant fails to pay the Rent to the Sublandlord or any amount of it when due or within any grace period, if any, and after Sublandlord provides Subtenant thirty (30) days written notice and an opportunity to cure.

- b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease and after Sublandlord provides Subtenant thirty (30) days written notice and an opportunity to cure.
- c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.
- d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.
- e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes and after Sublandlord provides Subtenant thirty (30) days written notice and an opportunity to cure.
- f. The Subleased Premises, or any part of the Subleased Premises is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, willful act, or that of the Subtenant's employee, family, agent, or guest.

Any other event of default provided in the Master Lease or the Act and after Sublandlord provides Subtenant thirty (30) days written notice and an opportunity to cure. If either Sublandlord fails to timely perform any material covenant or obligation required herein of Sublandlord, and if Sublandlord fails to cure the default (act or omission to act as required by this agreement) within thirty days (30) days after written notice of the default from the Subtenant, this agreement may thereafter be terminated by Subtenant upon seven (7) days' written notice. In the event of a material breach by Sublandlord, the Subtenant shall have the same additional rights and remedies as provided for Sublandlord below.

## **Remedies**

17. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:
- a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.
  - b. The Sublandlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform. The Sublandlord may seek redress from the Subtenant for such performance.
  - c. The Sublandlord may reenter the Subleased Premises or any part of the Subleased Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.
  - d. Any other remedy provided in the Master Lease or the Act.
18. No reference to or exercise of any specific right or remedy by the Sublandlord will prejudice or preclude the Sublandlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sublandlord may from time to time exercise any one or more of such remedies independently or in combination.
19. Upon the expiration, termination or cancellation of the Master Lease or this Sublease, all obligations of the parties under this Sublease will be extinguished.
20. Any improvements remaining on the Subleased Premises upon termination will revert to the Sublandlord and will be free of any encumbrance at the time of such reversion.

## **Surrender of Premises**

21. At the expiration of the Term of this Sublease, the Subtenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Governing Law**

22. It is the intention of the parties to this Sublease that the tenancy created by this Sublease and the performance under this Sublease, and all suits and special proceedings under this Sublease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

23. If there is a conflict between any provision of this Sublease and any applicable statute of Illinois (the "Act"), the Act will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease.

24. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### **Assignment and Subletting**

25. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

### **Notices**

26. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sublandlord will be served or sent to the Sublandlord at the following address:  
141 S. Main Street, 5th Floor, Decatur, IL 62523.
27. Unless otherwise specifically provided in this Sublease, all notices from the Sublandlord to the Subtenant will be served or sent to the Subtenant at the following address:  
132 S. Water Street, Suite 604, Decatur, IL 62523 (through October 31, 2020) and 141 S. Main Street, 6th Floor, Decatur, IL 62523 (after October 31, 2020).
28. All notices to be given under this Sublease will be in writing and will be served personally or sent by certified or registered mail using the United States Postal Service.

### **Master Lease**

29. Except as otherwise expressly provided in this Sublease, the Sublandlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sublandlord in the Master Lease.
30. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing signed by all parties to this Sublease or their respective successors in interest.
31. This Sublease incorporates and is subject to the Master Lease, a copy of which has been or will be later provided to the Subtenant, and which is incorporated as if it were set out in this Sublease.

### **General Provisions**

33. In the event of any legal action concerning this Sublease, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.
34. The Sublandlord may enter the Subleased Premises upon 24 hours notice for any of the following reasons:
- a. to inspect the Subleased Premises;



- b. to maintain the Subleased Premises; or
  - c. to make repairs that the Sublandlord is obligated to perform.
35. This Sublease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Sublease. All covenants are to be construed as conditions of this Sublease.
36. All sums payable by the Subtenant to the Sublandlord under any provision of this Sublease will be deemed to be Additional Rent and will be recovered by the Sublandlord as rental arrears.
37. Where there is more than one Subtenant executing this Sublease, all Subtenants are jointly and severally liable for each other's acts, omissions and liabilities under this Sublease.
38. The Subtenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Subtenant's financial institution.
39. All schedules to this Sublease are incorporated into and form an integral part of this Sublease.
40. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Sublease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Sublandlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.
41. This Sublease may be executed in counterparts.
42. Time is of the essence in this Sublease.
43. The Sublandlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances

will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.

- 44. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.
- 45. This Sublease will not be valid and binding on the Sublandlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to this Sublease.
- 46. Quiet Enjoyment. The Sublandlord further warrants that Subtenant on payment of the rent and performance of the covenants herein contained shall peaceably and quietly have, hold and enjoy the Subleased Premises and all rights, easements, appurtenances and privileges belonging thereto during the Sublease and any extension or renewal thereof.

**IN WITNESS WHEREOF**, the Sublandlord and the Subtenant have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FOR THE COUNTY OF MACON, ILLINOIS**

ATTEST:

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

\_\_\_\_\_  
Josh Tanner  
Macon County Clerk

**FOR THE MACON COUNTY MENTAL HEALTH BOARD**

\_\_\_\_\_  
Timothy F. Macken, Executive Director  
Macon County Mental Health Board

**Consent of Landlord to Sublease**

The undersigned, the Landlord in the Master Lease of December 1, 2017, hereby acknowledges consent to the foregoing Sublease Agreement. The Landlord will provide both the Sublandlord and the Subtenant with notice of any breach by the Subtenant under the Master Lease.

Dated: \_\_\_\_\_, 20\_\_\_\_.

**FOR THE DECATUR PUBLIC  
BUILDING COMMISSION**

**ATTEST:**

\_\_\_\_\_  
Decatur Public Building Commission, Chair

\_\_\_\_\_  
Decatur Public Building Commission, Secretary

**MACON COUNTY BOARD RESOLUTION  
AUTHORIZING THE PAYMENT OF EXPENSES  
RELATED TO A FULL HAND RECOUNT OF THE  
CONTESTED 2018 GENERAL ELECTION FOR  
THE OFFICE OF MACON COUNTY SHERIFF**

**RESOLUTION NO. G-5102-02-20**

**WHEREAS**, Tony “Chubby” Brown and Jim Root (collectively, “the Parties”) have been engaged in litigating the outcome of the November 2018 general election for the office of Macon County Sheriff; and

**WHEREAS**, said litigation is presently pending before the Circuit Court for the Sixth Judicial Circuit of Illinois; and

**WHEREAS**, the Parties have issued a press statement indicating that they will jointly seek an order from the Circuit Court that would result in a full hand recount of all ballots cast in the disputed sheriff’s race; and

**WHEREAS**, the Parties will ask that the recount be performed by the Macon County Clerk’s Office at taxpayer expense; and

**WHEREAS**, in order to facilitate such an agreed order by the Parties, the Macon County Clerk has respectfully requested that the Macon County Board agree to appropriate funds necessary to pay for the costs of such a recount.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board, assembled in regular meeting at Decatur, that this Board finds that a final resolution of the disputed 2018 general election for the office of Macon County Sheriff is in the public interest.

**BE IT FURTHER RESOLVED** that this Board finds that a full hand recount, as described herein, would serve to facilitate such a final resolution.

**BE IT FURTHER RESOLVED** that this Board agrees to appropriate those funds that may be necessary to conduct a full hand recount of said race, with the exception that under no circumstances shall the County be liable for any of the Parties’ legal expenses, including but not limited to any attorney fees, expert fees, court costs, or costs of suit.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective only in the event that such a recount is ultimately ordered by the Circuit Court.

**PRESENTED, PASSED and APPROVED** this 13th day of February, 2020.

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

**MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS**

**ATTEST:**

**BY:**

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

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

**MACON COUNTY BOARD RESOLUTION  
AMENDING THE PUBLIC DEFENDER'S  
FY2020 BUDGET IN ORDER TO HIRE TWO  
CONTRACT ATTORNEYS**

**Resolution No. G-5103-02-20**

**WHEREAS**, the law requires that a County Board pay out of the County treasury necessary other expenses incurred by the Public Defender in the defense of cases after the Circuit Court of the County approves such expenses (55 ILCS 5/3-4009); and

**WHEREAS**, the Macon County Public Defender's Office has seen an increase in the amount of serious criminal felony cases requiring the need to hire two conflict attorneys who will take said cases; and

**WHEREAS**, the Public Defender has determined that \$60,000 would be sufficient to hire two attorneys for conflict positions; and

**WHEREAS**, an unforeseen increase of the amount of felony cases filed has left the Public Defender's Office in need to hire two contract attorneys, which is an issue that was not aware to the office when the budget was submitted for FY2020; and

**WHEREAS**, this Resolution was presented and discussed at the Finance Committee on **February 3, 2020**, and Finance Committee voted to recommend approval of this Resolution by the full County Board.

**NOW THEREFORE BE IT RESOLVED** by the Macon County Board, assembled in regular session at Decatur, Illinois, that the Public Defender's FY2020 budget be amended as follows:

<u>Account</u>	<u>Amount</u>
<u>Increased Expense</u>	
001-120-7200-000	\$60,000.00

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

**PRESENTED, PASSED, and APPROVED** this 13<sup>th</sup> Day of February, 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD RESOLUTION  
APPROVING A LABOR AGREEMENT  
BETWEEN MACON COUNTY AND THE  
UNITED STEEL, PAPER AND FORESTRY,  
RUBBER MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION, AFL-  
CIO/CLC, ON BEHALF OF LOCAL UNION  
#7-837-03 FOR THE CORRECTIONAL  
SERGEANTS  
DECEMBER 1, 2019 THROUGH NOVEMBER  
30, 2022**

**RESOLUTION NO. G-5104-02-20**

**WHEREAS, the Macon County Sheriff , in cooperation with the Macon County Board Negotiations Committee, and the USW Local #7-837-03 have reached an agreement regarding the terms and conditions of the employment of Correctional Sergeants in the Macon County Sheriff's Office; and**

**WHEREAS, the parties have agreed to the terms and conditions in the attached contract; and**

**WHEREAS, the terms and conditions in the contract were discussed and approved by the Negotiations Committee.**

**NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached Contract for the Correctional Sergeants to become effective on December 1, 2019, and that will expire on November 30, 2022 and the Board Chair is authorized to execute said contract on behalf of the Board and to take any other actions necessary to finalize the agreement.**

**PRESENTED, PASSED and APPROVED this 13th day of February, 2020.**

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

**MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS**

**ATTEST:**

**BY:**

\_\_\_\_\_  
**Josh Tanner, Clerk for the  
County of Macon, State of Illinois**

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

# AGREEMENT

for

December 1, 2019 – November 30, 2022

between

THE SHERIFF OF MACON COUNTY,  
ILLINOIS

and the

United Steel, Paper and Forestry, Rubber  
Manufacturing, Energy, Allied Industrial and  
Service Workers International Union,  
AFL-CIO/CLC,  
on behalf of  
Local Union #7-837-03

Hereinafter referred to as USW Local 7-837-03



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# CORRECTIONAL SERGEANTS AGREEMENT FOR 2019 – 2022

## PREAMBLE

This Agreement is entered into by the Sheriff of Macon County, Illinois and the Macon County Board, (hereinafter referred to as the "Employer") and USW of Local 7-837-03 on behalf of and with the bargaining unit members of the Correctional Sergeants of the Macon County Sheriff's Department, (hereinafter referred to as the "Union").

## ARTICLE 1 RECOGNITION

### Section 1.01

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all Correctional Sergeants of the Macon County Sheriff's Department, (hereinafter referred to as the "Department"), with the Command Officer rank of Sergeant.

## ARTICLE 2 DUES CHECKOFF

### Section 2.01

Upon receipt of an appropriate authorization form, signed by the Employee, the Employer agrees to deduct Union dues from such Employee's pay each payday. The Union shall certify the current amount of Union deductions. Union members that revoke their Union Membership must provide written notice to Employer.

The dues shall be promptly remitted to John Shinn or his designee, International Secretary/Treasurer of the Union, or its successor to P.O. Box 644485, Pittsburg, PA 15264-4485.

### Section 2.02

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.

## ARTICLE 3 WORK STOPPAGE PROHIBITED

### Section 3.01

Neither the Union nor any of its officers or agents 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 and until a successor Agreement is ratified by both parties.

### **Section 3.02**

The Employer shall not lock out Employees during the term of this Agreement.

### **Section 3.03**

No member of the bargaining unit shall refuse to cross a picket line, by whoever established, in connection with the performance of his/her official duties.

### **Section 3.04**

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 order such members 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 member's return to work as promptly as possible.

### **Section 3.05**

Any and all of the Employees who may have violated any of the provisions of this Section may be discharged or disciplined in accordance with applicable section of this Agreement, by the Employer, including loss of compensation, vacation benefits, holiday pay. In any arbitration proceedings involving breach of this provision, the sole question for the Arbitrator to determine is whether the Employee engaged in the prohibited activity.

### **Section 3.06**

Nothing contained herein shall preclude either party from obtaining judicial restraint in the event either party violates this Article.

## **ARTICLE 4** **MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Department 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 Department;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate position within the Department subject to the terms of this Agreement;

- D. To suspend, demote, discharge and take other disciplinary action, for just cause, against Employees;
- E. To layoff Employees;
- F. To maintain efficiency of Department operations;
- G. To take whatever action is necessary to comply with State and Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kind and amount of services to be performed pertaining to Department operations; and the number and kind of classifications to perform such services;
- K. To contract for goods or services;
- L. To determine the methods, means and personnel by which Department operations are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the Department in situations of emergency.

## **ARTICLE 5** **UNION ACTIVITY**

### **Section 5.01**

Union business shall be transacted outside of the normal working hours except as provided by the grievance procedure.

### **Section 5.02**

The Union agrees to provide written notification to the Employer within ten (10) working days following election or selection of representatives, stewards or other Union officials to enforce this Agreement.

### **Section 5.03**

A maximum of two (2) Employees may request a leave of absence of up to five (5) days without pay to attend Union sponsored meetings, workshops, State and/or National Conventions. The request must be submitted in writing at least ten (10) days prior to the requested leave of absence. Permission for such a leave shall not be unreasonably denied.

### **Section 5.05**

A reasonable number of Employees shall be released, with pay, to participate in collective bargaining sessions with Employer.

**ARTICLE 6**  
**INDEMNIFICATION**

The Employer will provide any payment for legal counsel, should the Macon County State's Attorney's Office be unable to provide legal representation for the defense of any Employee, against whom a civil and/or criminal complaint is filed or grand jury proceedings are instituted, for actions against them arising out of the performance of their duties.

The Employer shall save harmless and indemnify any Employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such an Employee, provided that the Employee, at the time the damages were sustained, was acting in the discharge of his/her duties, either on or off duty, within the general scope of his/her employment, and that such damages did not result from the willful and wrongful acts for gross negligence of such Employee(s), unless said acts were pursuant to a direct command by a supervisory officer. However, such Employees must, within five (5) calendar days from the date they are served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the State's Attorney and notify the Sheriff in a like manner. It is understood that upon receipt of such documents by the Employer, all matters pertaining to the representation of such Employee(s) shall be assumed by the Macon County State's Attorney and/or the insurance company that provides the Employer with coverage for such matters.

In any case, the Employer's requirement to indemnify under this Article shall comply with the Local Government Tort Immunity Act of Illinois, as amended from time-to-time.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

**Section 7.01**

A grievance is defined as any unresolved 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 any provisions of the Illinois Public Labor Relations Act.

**Section 7.02**

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, present 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 or more Employees only if the same facts, issues and requested remedy apply to all Employees in the group. All grievances shall set forth the particular Article and Section of this Agreement claimed to be violated.

### Section 7.03

Grievances 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).

### Section 7.04

Step 1: The Union or the Employee, alone, shall prepare a written grievance and present it to the Sheriff no later than ten (10) working days after the incident occurred. Within five (5) working days after the grievance is presented to the Sheriff, he shall discuss it with the Union and/or the grievant. The Sheriff shall respond in writing within five (5) days following the meeting.

Step 2: If the matter is not adjusted in Step 1, the Employee, and/or the Union, may present a non-disciplinary grievance to an impartial party selected from a list of persons agreed to by the Sheriff and the Union. The impartial person shall make the final decision on the non-disciplinary grievance. If not rectified at Step 2, then non-disciplinary grievances shall move to Step 3 at the request of either party.

Step 3: If a disciplinary matter is not adjusted in Step 1, 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 1 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. If the Employee and/or Union has not appealed the grievance to arbitration within sixty (60) days of the date that the grievance has been presented to the Sheriff, the grievance is deemed waived and no further appeals may be made on this grievance.

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an Arbitrator from a list of mutually agreed to Arbitrators. If the parties are unable to agree on an Arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) Arbitrators. The parties shall alternatively strike the names of three (3) Arbitrators, taking turns as to the first strike. The person whose name

remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

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 hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Decatur, Illinois 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 Employer or 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 of 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 expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the Arbitrator shall be final and binding on the Employer, the Union, and the Employee or Employees involved. The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

## ARTICLE 8 HOURS OF WORK

### Section 8.01

Hours or work are to be set by the Sheriff in accordance with applicable State and Federal laws.

### Section 8.02

Overtime compensation is to be credited in accumulated time (ACD) at a straight time rate for all time worked past the scheduled work shift. After reaching one hundred seventy-one (171) hours in a twenty-eight (28) day work period, overtime compensation is to be paid at the rate of time and one-half for all time worked in excess of the one hundred seventy-one (171) hour limit. Further, any work in excess of eight (8) hours in any one (1) day shall be considered overtime compensated at time and one-half (1½) of the Employee's base hourly rate.

### Section 8.03

All off work duty court appearances, irrespective of the total number of hours worked in a work period, shall be paid from the designated time of said appearance until properly dismissed, at the Employee's base hourly rate of pay. A minimum of three (3) hours will be credited to the Employees for said court appearance hours. In the event that an Employee's court appearance hours and work period hours combined exceed a total of one hundred seventy-one (171) hours, then that portion of the Employee's combined total hours that exceed one hundred seventy-one (171) hours for the work period will be paid in accordance with the overtime provisions of this Article.

In no event will any Employee be entitled to any ACD hours for court appearances time granted under this Section.

## ARTICLE 9 SENIORITY/LAYOFFS/RECALLS

### Section 9.01      Definition of Seniority

Seniority is defined as the Employee's length of continuous months of full-time service with the County since the Employee's last date of hire.

### Section 9.02      Loss of Seniority

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

1. quits;
2. is discharged for just cause;
3. is laid off for more than two (2) years or for an equal amount of time as his/her accrued seniority at the time of layoff, whichever is greater;
4. fails to report for work at the termination of a leave of absence;
5. is on a leave of absence for personal or health reasons, and accepts other employment without permission; or
6. is retired.

### Section 9.03      Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit Employees at least twice each year.

### Section 9.04      Application of Seniority

1. Seniority shall be determined by length of service in the Sergeants Classification.
2. It is recognized that seniority shall be a factor for two (2) or more Employees seeking a vacation period at the same time.
3. Seniority shall be used for the purpose of Layoff and Recall.



**Section 9.05**      Layoffs

When the Employer determines that layoffs are necessary, it shall also determine the number of Employees to be laid off and shall make notification to the Union of the number of Employees that will be subject to layoff. Employees shall be laid off by seniority, with the least senior Employee being laid off first.

**Section 9.06**      Recalls

Employees shall retain recall rights for two (2) years or an equal amount of time to their accrued seniority at the time of layoff, whichever is greater. If the Employer authorizes that a vacancy be filled, Employees on layoff, with recall rights, shall be recalled based on their seniority. Employees who are eligible for recall shall be given three (3) calendar days notice of recall by registered or certified letter sent to the Employee's last known address. It is the responsibility of an Employee on layoff to provide the Sheriff with his/her latest mailing address. The Employee must notify the Sheriff, within three (3) days after receipt of the notice, if he/she will accept the recall and must be able to report for work within fourteen (14) calendar days from the date of notification of acceptance of the recall.

**ARTICLE 10**  
**DISCIPLINE/DISCHARGE**

An Employee may be disciplined or discharged by the Employer for just cause. The employer recognizes the principles and tenets of progressive and corrective discipline.

**ARTICLE 11**  
**HOLIDAY/SHIFT COMPENSATION**

In consideration of holidays, shift assignments and the demands of scheduling personnel on the basis of twenty-four (24) hours a day, seven (7) days a week, Employees within the bargaining unit shall receive an annual sum equal to six percent (6%) of their annual salary rate, as of the thirtieth (30<sup>th</sup>) day of November, during each year of the term of this Agreement. This sum shall be paid annually, in a separate check, during the first ten (10) days of December following the annual anniversary date(s) of this Agreement. Said payment shall not be included in the regular payroll check, if any, that is paid during the heretofore mentioned ten (10) day period.

The six percent (6%) sum shall be accrued annually on the basis of five-tenths of a percent (0.5%) for each full month of employment, following the first (1<sup>st</sup>) day of December, through the thirtieth (30<sup>th</sup>) day of November, during each year of the term of this Agreement. An Employee who resigns or retires will receive a pro-rated payment based on his/her full months of employment following the first (1<sup>st</sup>) of December.

**ARTICLE 12**

## REIMBURSABLE ABSENCE (PAID TIME OFF)

Regular full-time Employees are eligible for Paid Time Off hours (PTO) for the following reasons and in accordance with the following conditions and procedures:

### Section 12.01 Sick Leave

An Employee shall earn one (1) day per calendar month of service to be credited as sick leave. Sick leave shall be taken in not less than one-half ( $\frac{1}{2}$ ) day increments. The Employee may use sick leave for sickness or disability of the Employee or a member of the Employee's immediate family and/or spouse who resides with him or her, or to attend physical and dental examinations that could not be scheduled during the Employee's off duty hours. The Employee must notify and gain approval from his/her supervisor of the intended use of sick leave as soon as possible and not later than one (1) hour prior to the start of the Employee's work shift.

Sick leave may be accumulated to two hundred forty (240) 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 retirement), the Employee, or the Employee's beneficiary in case of death, may elect to receive a sick leave buy out payment at the rate of one hundred percent (100%) of the Employee's accumulated sick leave up to a maximum of two hundred forty (240) sick leave days.

### Section 12.02 Accumulated Time

Employees in the bargaining unit will earn two hours of accumulated time for overtime work and/or for work in place of a Deputy Sergeant as set forth in the Hours of Work Article of this Agreement. Accumulated time shall not be accumulated beyond one hundred (100) hours for each Employee. Employees who exceed the one hundred (100) hour limitation in any fiscal year shall be paid their accumulated time at their basic hourly rates no later than December 15 of the next fiscal year.

### Section 12.03 Personal Leave

An Employee is eligible to take a maximum of three (3) days per year for pressing personal business which cannot be scheduled outside of normal work hours, upon approval of the Sheriff. The Employee shall request such personal leave at least forty-eight (48) hours prior to the leave, unless such leave is of an emergency nature. In the event an Employee has personal days unused at the end of the employment year, he/she may carry over one (1) personal day which must be used in the next year. The year for the purpose of this Section shall begin December 1 and end November 30.

### Section 12.04 Funeral Leave

Upon request, all Employees shall be granted three (3) days paid leave upon the death of his/her spouse, children, father or mother, and may be granted up to three (3) days paid leave upon the death of his/her step-parent, grandparents, spouse's grandparents, brother, sister, step-children, father-in-law, mother-in-law, brother-in-law or sister-in-law, or any person living in the Employee's household, for the purpose of attending their funeral. The duration of the leave shall be approved by the Sheriff and leaves longer than three (3) days may be granted without pay for funerals further than five hundred (500) miles from Decatur.

**Section 12.05**      Unused ACD Time

Unused accumulated time upon an Employee's retirement or separation from service shall be compensated to the Employee at the Employee's basic hourly rate or by early retirement or early separation (should the same be available) at the option of the Employee.

**ARTICLE 13**  
**VACATIONS**

**Section 13.01**      Vacation Periods

All Employees covered by this Agreement shall be entitled to the following vacation periods for each year of the Agreement computed from their anniversary dates or employment (effective upon ratification of the Agreement by both parties):

<u>YEARS OF SERVICE COMPLETED</u>	<u>DAYS VACATION</u>
Completion of One Year	Six (6) days
Completion of Two Years	Fourteen (14) days
Completion of Seven Years	Twenty-one (21) days
Completion of Fifteen (15) Years	Twenty-six(26) days

Vacations that are not scheduled 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 canceled within the one (1) year period, or if the Sheriff gives approval in writing, unused vacation shall be converted to compensatory time (ACD) based on eight (8) hours for every unused vacation day, to be used subject to the reimbursable absence (ACD) section of this Agreement.

**Section 13.02**

Regardless of whether an Employee is working a five (5), six (6), or seven (7) day shift in any seven (7) calendar day period, the Employee's regular scheduled days off will not count as vacation days used. Employees may take all their allotted vacation one (1) day at a time, provided such single day vacations are requested by the Employee and approved by the Employer at least seven (7)

days in advance of the requested single vacation day. Approvals of these single day vacation requests shall not be unreasonably withheld.

### **Section 13.03**

When an Employee dies, is laid off, resigns, or is terminated; and after having completed twelve (12) months of continuous services, the Employee, or beneficiary, in case of death, shall receive, on an accumulative basis, any vacation still due to the Employee as pay from the date of the termination.

### **Section 13.04**

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 payday immediately preceding the Employee's vacation period.

### **Section 13.05**

By February first (1<sup>st</sup>) of each calendar year, Employees must submit, in writing, via their supervisor, their requests for vacation period(s), in order for seniority rights to prevail. If the nature of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with greater seniority shall be given his or her choice of vacation period in the event of any conflict over vacation periods. Employees who file their preferences by February first (1<sup>st</sup>) shall be notified by March first (1<sup>st</sup>) if their vacation preference(s) is approved or not. The Sheriff reserves the right to cancel vacations in emergency situations.

## **ARTICLE 14** **INSURANCE**

### **Section 14.01**

The Employer shall provide a plan for major health, accident, medical, hospitalization and life insurance coverage and agrees to pay seventy-five percent (75%) of the premium per month for a family plan coverage and seventy-five percent (75%) of the premium per month for single plan coverage for Employees. The remaining cost of the coverage shall be deducted from the Employee's salary. The Employer 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 Employer, only one family insurance plan will be provided.

### **Section 14.02**

The Employer shall continue to provide equal or better insurance coverage benefits, for the Employees.

### **Section 14.03**

The Employer shall provide, at its own expense, a full Fifty Thousand Dollars (\$50,000.00) of accidental death life insurance for each Employee covered by this Agreement, for and during the term hereof. Each Employee shall have the authority to designate the beneficiary of said life insurance. The Employer will furnish each new Employee with beneficiary forms for this and any other State or Federal life insurance provided by Illinois or Federal law and keep copies of beneficiaries assigned by each Employee to be reviewed by the Employee upon request.

#### **Section 14.04**

If illness is the reason for an Employee's leave of absence, the Employee may continue, at his/her own expense, the same Employee-paid hospitalization insurance program which the Employee had before he/she became disabled. Those Employees with at least three (3) years of service on extended medical leave of absence will have their insurance premiums paid for a period of six (6) months (Employee coverage only), with the option of picking up the insurance premiums at the same cost at the conclusion of said six (6) month period. An Employee may carry spouse and/or family coverage at the Employee's own expense.

#### **Section 14.05**

If an Employee drops the Employer's insurance during the term of this Agreement, the amount of insurance adjustment added to the Employee's base salary will not be deducted from his/her salary for the remainder of the Agreement unless the Employee added dependents prior to the signing of this Agreement solely for the purpose of increasing his/her base rate of pay.

### **ARTICLE 15** **UNIFORMS AND EQUIPMENT**

#### **Section 15.01**

The Employer shall provide unit Employees with all required uniforms, badges and equipment as determined by the Sheriff with the following minimums:

- Five (5) pairs of pants
- Five (5) short or long sleeve shirts (Employee choice)
- Radio

#### **Section 15.02**

Any watch, denture, eyeglasses, contact lens, or the like, damaged, lost or destroyed in the performance of assigned duties will be repaired or replaced by the Employer provided there was no contributory negligence on the part of the Employee, with a limit per article per occurrence of \$100.00.

**ARTICLE 16**  
**NON-DISCRIMINATION**

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 may be filed with the appropriate State or Federal agencies.

**ARTICLE 17**  
**PERSONNEL FILES**

**Section 17.01**

Upon written request by an Employee, the Employer shall permit the Employee to inspect his/her personnel file at least twice per calendar year. Such inspection shall occur within seven (7) 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.

**Section 17.02**

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 contained in Section 1, above.

**Section 17.03**

If an Employee disagrees with any information contained in the personnel file, the Employee may submit a written statement which will be included in the file.

**ARTICLE 18**  
**SAFETY**

**Section 18.01**

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

**Section 18.02**

If a situation exists that 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 in accordance with the Departmental Standard Operating Procedures. 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.

### **Section 18.03**

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

## **ARTICLE 19** **SUBSTANCE ABUSE**

### **Section 19.01**      Drug Testing of Employees

There shall be no across-the-board or random drug testing of Employees. Where there is a reasonable cause to suspect that an Employee has an illegal drug or alcohol in his/her system, the Employee may be required to submit to a drug test. When a supervisor suspects that an Employee has used alcohol or an illegal drug or may be under the influence to the point of impairment, the supervisor will attempt to find a representative of the Union along with another supervisor to confirm the suspicion.

### **Section 19.02**      Testing Procedures

If alcohol is suspected as being in the Employee's system, a chemical test may be ordered by the supervisor by use of an INTOXIMETER or similar breath-testing instrument certified by the State of Illinois Health Department. A certified operator will administer the test to the Employee. The Employee will be able to consult with a Union representative prior to taking the test. Results of the test will be given to the Employee and Union at the time of the test.

Any alcohol in the Employee's system may be reason to discipline the Employee. Employees are not allowed to report for duty with the odor of any alcoholic beverage on the Employee's breath or person.

Employees suspected of having taken an illegal drug or any controlled substance not prescribed by a licensed physician will be required to take a blood and/or urine test. This test may be conducted at St. Mary's Hospital, Decatur Memorial Hospital, or any laboratory approved by both the Employer and the Union.

Licensed medical professionals will conduct the test.

### **Section 19.03**      Results

If the chemical analysis of the Employee's blood established that an illegal substance is present, then disciplinary action may be taken.

#### **Section 19.04      Retesting**

A second sample may be taken at the request of the Employee. This sample may be tested at a separate laboratory at the cost of the Employee. The second test must be administered at a licensed laboratory approved by both the Employee and the Employer.

#### **Section 19.05      Assistance Request**

An Employee may not attempt to avoid discharge or disciplinary action by requesting assistance through an Employee Assistance Program (EAP) after the violation. However, an Employee requesting assistance through the EAP prior to violations will be honored as available in the Employer's EAP Program.

#### **Section 19.06      The Employee Assistance Program**

Voluntary participation in the EAP allows Employees to get the medical help that they need by participating in a rehabilitation program and, at the same time, be given an opportunity to retain employment at their salary level while in the program. EAP participants with alcohol or drug problems will be given work in non-safety sensitive jobs and continue to receive their regular pay while they participate in the EAP. The incentive for Employees who volunteer to participate in the EAP is that they will continue to receive their regular pay, even though they are working in a lower paying classification.

All participants in the program are eligible to have their participation costs covered under the Employer's insurance program. All successful participants can return to their position with full seniority.

Overall administration of the EAP is within the authority of a Joint Labor-Management Committee. Actual rehabilitation is carried out through numerous area hospitals, clinics and organizations providing such services.

#### **Section 19.07      The Elements of the Employee Assistance Program**

1. Eligibility – There will be two categories of Employees who will be eligible for assistance under the EAP:
  - (i) Category I Employees are those with alcohol or drug related problems who voluntarily request assistance. Management will not limit the number of times a Category I EAP participant may avail him/herself of the Program; however, an Employee may be disqualified after multiple EAP referrals when the Joint Labor-Management Committee determines, upon appropriate medical advice, that rehabilitation is not likely to be successful.
  - (ii) Category II Employees are those who are subject to termination but are given the option by the Sheriff to request participation to preserve employment.



- Category II Employees will not be permitted to participate in the EAP more than once in any three (3) year period in order to preserve employment. However, after successful completion of the EAP, a Category II Employee may subsequently become a Category I participant and voluntarily seek assistance more than once within a three-year period.

**Section 19.09**      Rehabilitation Procedures and Standards

Actual Program procedures and standards will be determined by competent EAP Program experts. Program assistance will be outsourced to established institutions and/or organizations chosen by the Joint Labor-Management Committee. Oversight will be provided by this Committee. The minimum EAP duration for Category II participants shall be thirty (30) days. These minimum Program duration periods may be extended in individual cases by the Joint Labor-Management Committee upon advice of the EAP agency.

**Section 19.10**      Conditional Employment While in EAP

General EAP participants will be eligible for "conditional employment" in non-safety sensitive jobs, subject to clearance by EAP medical staff, and, in the case of Category II participants, job availability. Category I participants will continue their regular rate of pay during any period of conditional employment and will continue to accumulate seniority. Category II participants will be paid according to the wage rate of infraction, but it will be recaptured without interruption effective the date of satisfactory completion of the EAP. Non-safety sensitive job classifications will be determined by the Joint Labor-Management Committee.

Designated non-safety sensitive positions shall be exempt from the Labor Agreement provisions on posting and filling vacancies at any time when there are EAP participants eligible for such positions. Selection of Category II participants for available non-safety sensitive position vacancies will be determined by date of hire seniority.

**Section 19.11**      Reinstatement Post-EAP

Employees will be reinstated to their former job classifications upon successful completion of the EAP. If there is no vacancy, such Employees will be permitted to "bump" immediately into the former job on the basis of seniority.

There will be no entitlement to back pay for Category II EAP participants.

EAP participants will be entitled to use sick leave, vacation and leave of absence without pay for periods of EAP participation. They also will be entitled to continue participation in the Insurance Plans and they will continue to accrue benefits (such as leave accumulation, seniority, and vacation) in accordance with the Labor Agreement, even when the Employee does not qualify for conditional employment or where conditional employment is unavailable.

Category I and II Employees who receive conditional employment will participate in all benefits under the Labor Agreement for the duration of such work.

**Section 19.12** Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual Employees under State and Federal laws relating to drug testing, nor to an Employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

**Section 19.13** Indemnification

The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

**ARTICLE 20**  
**LABOR / MANAGEMENT**

**Section 20.1**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least ten (10) days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the written agenda for such meeting. Such meetings shall not exceed four (4) meetings a year and shall be limited to:

1. Discussion on the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.
4. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
5. Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree

that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

**ARTICLE 21**  
**SAVINGS CLAUSE**

If any Article or Section of this Agreement, or any Addendum thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addendum shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 22**  
**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 this 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.

**ARTICLE 23**  
**AUTHORITY OF THE AGREEMENT**

Unless specifically covered by this Agreement, the Standard Operating Procedures of the Department shall prevail. However, the parties, signatory to this Agreement, agree that the provisions of this Agreement shall supersede any provision of the rules of the Department relating to any subjects of collective bargaining contained herein. In the event the Sheriff proposes to change an existing rule and such rule does not cover matters contained in this Agreement, the Union shall be notified of such proposed change and shall have the right to discuss and negotiate over the impact on wages, hours of work and conditions of employment, if any, on the change prior to its effective date.

**ARTICLE 24**  
**SALARY STRUCTURE**

**Section 24.01**

Effective December 1, 2019, all members of the bargaining unit shall receive wages as indicated below:

The Employees in this Agreement shall at all times receive a minimum annual raise of 2% on December 1 of each year of this Agreement. Additionally,

based upon the Correction Officers Collective Bargaining Agreement, the Sergeants compensation shall be adjusted to be paid as set forth below based on the same years of service:

<u>YEAR</u>	<u>ANNUAL COMPENSATION OVER A CORPORAL SAME NUMBER OF YEARS OF SERVICE</u>
12/1/19-11/30/20	\$2,600.00
12/1/20-11/30/21	\$2,700.00
2/1/21-11/30/22	\$2,800.00

Therefore, if the Correctional Officers receive a 1.5% raise, then the Employees in this Agreement will receive a 2% raise. If the Correctional Officers receive a 2.5% raise, then the Employees in this Agreement receive a raise that increases their compensation to the dollar amount over a Corporal with the same number of years of service.

#### ARTICLE 25 DURATION

This Agreement shall be effective from December 1, 2019, and shall remain in full force and effect until November 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred twenty (120) nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

County of:  
Macon, IL  
Correctional Sergeants

Union:  
United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and  
Service Workers International Union (USW)  
AFL-CIO-CLC on behalf of Local Union 837-03

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

\_\_\_\_\_  
Thomas M. Conway, International President

\_\_\_\_\_  
Josh Tanner, Macon County Clerk

\_\_\_\_\_  
John E. Shinn, Int'l Secretary/Treasurer

\_\_\_\_\_  
Antonio Brown, Macon County Sheriff

\_\_\_\_\_  
D. R. McCall, Int'l V. Pres. Administration

\_\_\_\_\_  
Fred Redmond, Int'l V. Pres. Human Affairs

\_\_\_\_\_  
Michael Millsap, Director, District 7

\_\_\_\_\_  
Dave Dowling, Sub District 2 Director

\_\_\_\_\_  
Kevin Smith, Staff Representative

Committee:

\_\_\_\_\_  
Josh Ritchie, Local Union President

\_\_\_\_\_  
Jerdean Meeks, Negotiating Committee

\_\_\_\_\_  
Dwayne Jones, Negotiating Committee

\_\_\_\_\_  
Clayton Barrows, Negotiating Committee

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Macon County Board Resolution Approving Engineering Agreement and Appropriating Funds for the TR 45 Kirby Road Bridge Repair Project in Whitmore Township**

**RESOLUTION NO. H-2200-2-20**

**WHEREAS**, an Engineering Agreement needs to be approved and funds appropriated for the engineering expenses for the TR 45 Kirby Road Bridge Repair Project in Whitmore Township, Section 20-17121-00-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 Fifteen Thousand Dollars and No Cents (\$15,000.00) from County Bridge Funds Line Item 034-000-7735 (FY 20) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Whitmore Township, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with 50% reimbursement from Whitmore Township.

**PRESENTED, PASSED, AND APPROVED** this 13th day of February 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

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

H-2200-2-20 Attachment

**Cummins  
Engineering  
Corporation**

135 West Lake Shore Drive  
Springfield, Illinois 62703  
Phone: 217-726-8570

Section 20-17121-00-BR

Mr. Bruce Bird, County Engineer  
Macon County Highway Department  
2405 N. Woodford Street  
Decatur, Illinois 62526-4704

January 15, 2020

**Subject: Preliminary Engineering Agreement for MFT Funds  
Macon County  
TR 45 (Kirby Road)**

Dear Mr. Bird:


Transmitted herewith are two (2) signed copies of the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds for the above subject project.

If you find this agreement to be satisfactory, you can mail one (1) copy to your office for further processing. If you have any questions regarding this matter, please feel free to contact our office at any time. We look forward to working with you on this project.

Very truly yours,  
Cummins Engineering Corporation



Kimberly S. Cummins

Municipality	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name Cummins Engineering Corporation
Township Whitmore				Address 135 West Lake Shore Drive
County Macon				City Springfield
Section				State Illinois 62703

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Bridge Repairs

Route TR 45 (Kirby Road) Length \_\_\_\_\_ MI. \_\_\_\_\_ FT (Structure No.) 058-3215

Termini Project begins at west end of the structure, Sta. 7+40.56, and ends at the east end of the structure, Sta. 7+91.22.

Description: Engineering services for the repair of existing Structure No. 058-3215. Work includes removal and replacement of the exterior PPC deck beam on the subject structure and all incidental work including removal and re-erection of the existing bridge rail and removal and replacement of the bituminous overlay.

#### Agreement Provisions

##### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.



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

**The LA Agrees,**

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

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

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

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

2. To pay for services stipulated in paragraphs 4b, 4e, 4d, 4e, 4f, 1g, 4h, 4j & 4k of the ENGINEER AGREES at actual cost of performing such work plus 160 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 4b, 4e, 4d, 4e, 4f, 1g, 4h, 4j & 4k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 160 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES. **SEE ADDENDUM**
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 160 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications. **SEE ADDENDUM**

**It is Mutually Agreed,**

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

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

Executed by the LA:

County of Macon of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

County Board

County Clerk

By \_\_\_\_\_

(Seal)

Title County Board Chairman

Executed by the ENGINEER:

Cummins Engineering Corporations

135 West Lake Shore Drive

Springfield, Illinois 62703

ATTEST:

By [Signature]

By [Signature]

Title C.E.O.

Title President

Approved
_____
Date
Department of Transportation
_____
Regional Engineer

**Cummins Engineering Corporation**

**ADDENDUM  
to the  
Preliminary Engineering  
Services Agreement  
For  
Motor Fuel Tax Funds  
(Hourly Basis with Upper Limit)**

The Preliminary Engineering Services Agreement for Motor Fuel Tax Funds is revised as follows:

Replace Paragraph 1 of the "LA AGREES" with the following:

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1g, 2, 3, 5 and 6 as follows:

This work will be paid for on an Hourly Basis with an Upper Limit of \$15,000.00, in accordance with the ENGINEER's Hourly Rate and Direct Cost Schedules. Printing costs and necessary mileage costs will be considered Direct Costs and will be paid by the LA to the Engineer based upon the invoice received or as shown on the Direct Cost Schedule. The anticipated Direct Costs have been included in the Engineers Estimated Fee and are subject to the Upper Limit.

Replace Paragraphs 3 through 5 of the "LA AGREES" with the following:

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made on a monthly basis, based on the services that have been performed to the satisfaction of the LA, in accordance with the ENGINEER's Hourly Rate and Direct Cost Schedules.
4. That, should the Improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in this AGREEMENT and prior to the completion of such services, the LA shall reimburse the ENGINEER for his work on an Hourly Basis, up to the time he is notified in writing of such abandonment, in accordance with the ENGINEER's Hourly Rate and Direct Cost Schedules.
5. That, should the LA require changes in any of the plans or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on an Hourly Basis, in accordance with the ENGINEER's Hourly Rate and Direct Cost Schedules. This additional work, if required, shall not be subject to the Upper Limit. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of preliminary plans and cost estimates.

Paragraph 3 of "IT IS MUTUALLY AGREED" is not applicable to the agreement.

# Cummins Engineering Corporation

135 West Lake Shore Drive  
Springfield, Illinois 62703  
Phone: 217-726-8570

## HOURLY BILLING RATES- COUNTY RATES (Including Overhead and Profit as of November 1, 2019)

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$ 169.00
LICENSED STRUCTURAL ENGINEER	\$ 169.00
STRUCTURAL ENGINEER II	\$ 109.20
STRUCTURAL ENGINEER I	\$ 104.00
PROFESSIONAL ENGINEER V	\$ 169.00
PROFESSIONAL ENGINEER IV	\$ 140.40
PROFESSIONAL ENGINEER III	\$ 130.00
PROFESSIONAL ENGINEER II	\$ 105.30
PROFESSIONAL ENGINEER II	\$ 104.00
PROFESSIONAL LAND SURVEYOR III	\$ 135.20
SURVEY CREW CHIEF	\$ 84.50
LAND SURVEYOR	\$ 71.50
NEGOTIATOR	\$ 102.70
CONSTRUCTION ENGINEER	\$ 130.00
ENGINEERING TECHNICIAN V	\$ 126.10
ENGINEERING TECHNICIAN IV	\$ 122.20
ENGINEERING TECHNICIAN III	\$ 96.20
ENGINEERING TECHNICIAN III	\$ 93.73
ENGINEERING TECHNICIAN II	\$ 92.30
ENGINEERING TECHNICIAN I	\$ 75.40
OFFICE MANAGER	\$ 81.90

Hourly Billing Rates are adjusted to account for annual salary adjustments effective May 1 or November 1. This schedule is also updated periodically to reflect changes in personnel. The most current schedule is attached to hourly agreements but these rates are subject to change annually and as necessary to reflect changes in personnel.

**Macon County Board Resolution Approving A  
Road Use Agreement with Ameren Illinois Company**

**RESOLUTION NO. H-2201-2-20**

**WHEREAS**, a Road Use Agreement with Ameren Illinois Company needs to be approved for a Transmission Line Rebuild Project for the Latham Substation located at the North Decatur Substation.

**NOW THEREFORE, BE IT RESOLVED**, by the Macon County Board that they approve the Road Use Agreement with Ameren Illinois Company for a Transmission Line Rebuild Project for the Latham Substation located at the North Decatur Substation.

**PRESENTED, PASSED, AND APPROVED** this 13th day of February 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

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

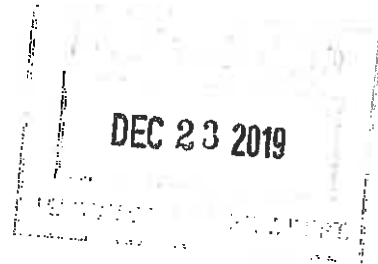


H-2201-2-20 Attachment

Ameren Services

December 19, 2019

Bruce Bird, P.E.  
Macon County County Engineer  
2405 North Woodford Street  
Decatur, IL 62526



RE: Ameren Illinois Company Transmission Line Rebuild Project  
Latham Substation to North Decatur Substation

Dear Mr. Bird, P.E.,

This letter outlines Ameren Illinois' Intent to use roads under Macon County jurisdiction and your agreement to allow Ameren Illinois to use these roads for the completion of the above-mentioned transmission line project, subject to the terms contained in this letter.

In general, the rebuild work will include the removal and replacement of existing wooden structures with new wooden structures from the Latham Substation to structure number 585, located along West Frank Drive in Decatur, IL. As part of this project, Ameren will also be performing activities such as constructing points of corridor ingress and egress and engaging in restoration and mitigation work as required.

Weather permitting, the proposed construction schedule overview is as follows:

Schedule	Description (Latham Substation to North Decatur Substation)
February 2020	Mobilize contractor
March 2020	Begin rebuild
June 2020	Complete work and restore right-of-way

As part of this rebuild project, Ameren Illinois may use the following roads under Macon County jurisdiction for construction traffic:

SEE "HAUL ROUTE MAP" INCLUDED IN THIS PACKET

Ameren has secured Volkert, Inc. (Volkert) to inventory, monitor, and analyze the conditions of these roads as it pertains to the above-described project. An initial inventory of the roads will be completed by Volkert to determine the initial conditions of the roadways. It is understood by all parties that Volkert will monitor the identified roads throughout the project at regular intervals and on an as-needed basis.

Volkert will identify, record, and inventory road damages, should they occur, during the road monitoring. Should an issue arise during the project, all parties agree to contact Volkert to investigate the issue.

Ameren will comply with all appropriate and applicable laws and statutes in conjunction with construction activities on or alongside the roadways associated with the project.



Illinois Regulation 605 ILCS 5/9 113.01 imposes road damage liability on public utilities, and Ameren Illinois takes responsibility for any road repairs resulting from their work. Ameren has secured a third-party contractor, Volkert, to inventory, monitor and analyze the condition of these roads as it pertains to the above-described project. An initial inventory of the roads, including maps and geospatial imaging, has been completed by Volkert. It is understood by all parties that the identified roads will be monitored throughout the project at a frequency based on the rate of road damage occurrence observed, if any.

Please sign and return a copy of this letter to Volkert. A second copy is included for your records. Should you have any questions, please contact Joe Hemphill, Volkert, Inc. at (618) 381-7072 or at [joe.hemphill@volkert.com](mailto:joe.hemphill@volkert.com) or Nick Roach, Ameren Construction Supervisor, at (217) 918-2809 or at [nroach@ameren.com](mailto:nroach@ameren.com).

Thank you for your patience while work is underway.

Sincerely,

Denise Thompson  
Sr. Real Estate Agent  
Ameren Services Company  
as agent for Ameren Illinois  
(314) 554-3056  
[dthompson@ameren.com](mailto:dthompson@ameren.com)

Agree to the terms above:  
Bruce Bird, P.E.  
Macon County County Engineer



December 19, 2019

Bruce Bird, P.E.  
Macon County County Engineer  
2405 North Woodford Street  
Decatur, IL 62526

Dear Mr. Bird, P.E.,

This letter is to inform you of an Ameren transmission line rebuild project within your roadway jurisdiction. The project extends from structure number 585, located along West Frank Drive in Decatur, to the Latham Substation. Volkert has been retained by Ameren to periodically inspect and monitor the roadways designated as haul routes on the project and record any damages due to construction activities. Volkert will monitor the roadways from right of way line to right of way line.

**Project Schedule & Description:**

Ameren will be rebuilding removing and replacing wooden structures along the above-mentioned section with new wooden structures. The contractor will be utilizing line trucks, concrete trucks, and semi-tractor trailers along the haul routes. The construction timeline is from February 2020 to June 2020.

**Road Monitoring Process:**

The road monitoring process utilized by Volkert is as follows:

- Road monitoring will begin in early February 2020 and a final inspection will be in late June/early July 2020.
- Volkert will monitor roadways designated as haul routes on the enclosed maps. The monitoring is from right of way line to right of way line.
- Initial inspection and filming of the roadway will be completed prior to the contractor starting work. The existing conditions of the roadways will be documented.
- During construction, Volkert will inspect roadways designated as haul routes on the enclosed maps.
  - Four (4) monthly inspections are scheduled during construction.
  - Reports are generated with updated photographic inventory of damage.
- Final inspection and filming the roadways will be conducted after all construction activities are complete. Post construction conditions of the roadways will be documents in a report with photographic comparison to the initial inventory of roadways.
  - A summary of any changes in roadway conditions, during construction, will be generated.
- Volkert will process any road damage claims caused by the Ameren contractor.
- Claims for damage caused by the Ameren contractor can be initiated at any time.

The contractor is responsible for keeping the roadways clear of mud, dirt, and debris during construction. All roads should remain passable for local residents. If interim repairs are required due to Ameren's construction activities during construction, the county or township should contact Volkert or the Ameren Construction Supervisor with documentation of cost, time, and materials used to complete the repairs.

Ameren will issue a Letter of Assurance to Macon County that outlines the intent to use the roadways in Macon County jurisdiction. Enclosed are two copies of the Letter of Assurance. Please sign each and return one to Volkert in the attached self-addressed stamped envelope. Keep the second copy for your records. A copy of the haul route maps is included with this document.

If you have any questions or comments, please contact any of the Volkert representatives listed below:

Joe Hemphill at (618) 381-7072, email [joe.hemphill@volkert.com](mailto:joe.hemphill@volkert.com)

Zach Smith (618) 345-8918 extension 3644, email [zach.smith@volkert.com](mailto:zach.smith@volkert.com)

Sincerely:



Joe Hemphill  
Project Manager

**Macon County Board Resolution Granting  
Permission to Dispose of Surplus Equipment**

**RESOLUTION NO. H-2202-2-20**

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

#63 – 2005 Chevrolet Extended Cab 4x4 Pickup (Model K1500)  
#82 – 2005 Chevrolet Extended Cab 4x4 Pickup (Model 2500)

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

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

**PRESENTED, PASSED, AND APPROVED** this 13th day of February 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

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

**Macon County Board Resolution Approving  
an Intergovernmental Agreement for the Sharing of  
Certain Costs Related to Project Coordination and  
Consulting Services for the Macon County Beltway,  
and for those Transportation Projects Connected  
to or Associated with the Macon County Beltway in  
the City of Decatur, Macon County, Illinois, Between  
the City of Decatur and the County of Macon, Illinois**

**RESOLUTION NO. H-2203-2-20**

**WHEREAS**, the City of Decatur intends to perform project coordination and consulting services for the Macon County Beltway, and for those transportation projects connected to or associated with the Macon County Beltway and desires that the County of Macon contribute to the cost of the improvements; and

**WHEREAS**, the City of Decatur is desirous of contributing to the cost of the improvements; and

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

**WHEREAS**, the City of Decatur 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 City Council of the City of Decatur project coordination and consulting services for the Macon County Beltway, and for those transportation projects connected to or associated with the Macon County Beltway by the City of Decatur 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 project coordination and consulting services for the Macon County Beltway, and for those transportation projects connected to or associated with the Macon County Beltway, will benefit the health, safety and welfare of the residents of Macon County, Illinois.

**NOW THEREFORE**, in consideration of the mutual agreement attached to this resolution, the County of Macon agrees with the Intergovernmental Agreement for the Sharing of Certain Costs Related to project coordination and consulting services for the Macon County Beltway, and for those transportation projects connected to or associated with the Macon County Beltway as follows; and

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

**PRESENTED, PASSED, AND APPROVED** this 13th day of February 2020.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

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



## **Grant Development for Reas Bridge Replacement Project INFRA FY20**

**Purpose:** Macon County and its partners would like to pursue a small project grant under the INFRA FY20 Notice of Funding Opportunity (NOFO) for the Reas Bridge Replacement Project.

Federal grant programs are extremely competitive; accordingly, it is recommended that work begin immediately to update the FY 19 Application and Benefit Cost Analysis for the February 25, 2020 INFRA Grant application deadline.

Note: The County is responsible to confirm that this Project meets all Eligibility Requirements under the INFRA FY20 NOFO issued January 13, 2020.

**Scope: Develop an INFRA grant application for submittal by February 25, 2020.**

### **TASK 1: Draft an INFRA Grant Application for submission on or before February 25, 2020 for the Reas Bridge Replacement Project**

Based upon lessons learned from debriefs of FY18 and FY19 grants, the INFRA FY19 Reas Bridge application will have to be updated to include more quantitative data (i.e. base case, projected future state post-project and percentage change for as many of the elements noted in the NOFO as possible) as well as to reflect the INFRA FY20 requirements as detailed in the January 2020 NOFO. Work Elements include:

- Preparing a Draft Application based upon the INFRA FY20 NOFO issued January 13, 2020. The Draft Application will be prepared for review and submittal as required by the NOFO.
- The County and its partners will be responsible for development of the necessary community and political support letters needed to secure the project funding. The Beckett Group will list supporters in the application.

**Deliverable:** An INFRA grant application ready for submittal per a mutually agreed upon schedule.

### **TASK 2: Update the Project's BCA to meet USDOT Guidelines issued December 2018**

Upon review of the BCA spreadsheet and Narrative developed for the previous round of funding, The Beckett Group will update and enhance the BUILD FY19 BCA and Technical Memo, as needed, to reflect lessons learned since the development of the project's FY19 INFRA BCA. Steps required:

- Update the Benefit Cost Analysis (BCA) as needed to comply with the current USDOT Guidelines.
- Prepare an accompanying BCA Technical Narrative that summarizes the findings in the BCA spreadsheet.

**Deliverable:** Project Benefit Cost Analysis Spreadsheet and Technical Summary Document for the accompanying grant application ready for submittal per a mutually

agreed upon schedule.

**Summary of Not to Exceed Cost:**

Task 1: Development of an INFRA FY20 Grant Application for the Reas Bridge Replacement Project – Estimated at \$7,500 (50 hours at \$150 per hour). This assumes that the County will provide a project update, new schematics/ project plans and any other necessary project data for the application.

Task 2: Development of an updated Benefit Cost Analysis (BCA) using the BUILD BY19 model with newer information as applicable. The BCA includes a spreadsheet and technical memo for the Reas Bridge Replacement Project – Estimated at \$2,400 (16 hours at \$150 per hour).

Our FY19 Build grant application used 3<sup>rd</sup> Party vendor information/ data on the Decatur freight movements that was developed after the FY19 application was submitted. This information should be included in the narrative and possibly the BCA to enhance this application. The Beckett Group will update the INFRA FY19 application to reflect this newer information.

The Beckett Group requests to be given the flexibility combine the total hours versus being held to a line item budget per Task.

**Total not to exceed for the INFRA application, based upon the availability of the updates as detailed above, is \$9,900.**

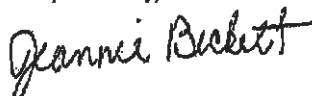
The County will be responsible for submittal of the grant applications prior to the deadlines.

It is expected that the County or its partners will provide the necessary updated photos and maps required for the application as well as provide the necessary background documents and editorial support to ensure that the applications reflect the local flavor of the project. The project sponsors are also responsible to soliciting and collecting all support letter required for each application.

We look forward to continuing our partnership working with you on this exciting project.

We are prepared to start on these activities upon a Notice to Proceed.

Respectfully,



Jeannie Beckett  
Principal, The Beckett Group

## AGREEMENT

**WHEREAS**, the City of Decatur, Illinois (“City”) and the County of Macon (“County”) are units of local government as defined by Article VII of the Constitution of the State of Illinois, and public agencies, as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may share services and expenses; and,

**WHEREAS**, the City and the County have transportation needs and goals including the improvement of such for their residents, businesses and visitors; and,

**WHEREAS**, the City and the County desire to seek and utilize funding opportunities from alternate sources; and,

**WHEREAS**, the City is negotiating a Consulting Services Agreement with Ann L. Schneider and Associates LLC (“ALSA Agreement”) to provide services relating to the transportation needs and goals of the City and the County; and,

**WHEREAS**, the City and the County desire to share the expenses in the pursuit of their transportation needs and goals; and,

**WHEREAS**, the City and the County agree that the following terms and conditions will promote efficiency and economy in the goals of the City and the County.

**NOW, THEREFORE**, in consideration of the following provisions, the City and the County agree as follows:

1. CONSULTING SERVICES. The City shall negotiate a Consulting Services Agreement (“ALSA Agreement”) with Ann L. Schneider and Associates LLC (“ALSA”) to furnish certain consulting services related to the transportation needs and goals of the parties including but not limited to:

A. Advising on accomplishing the transportation improvement goals of the City and County;

B. Advising on federal funding opportunities and state infrastructure funding opportunities and the packaging of said opportunities to maximize consideration and developing opportunities for state and federal investments into key infrastructure projects;

C. Serving as a transportation improvement project manager to assist in project prioritization, development and evaluation of funding and financing alternatives and procurement assistance for financial advisors as needed.

2. COSTS. The ALSA Agreement shall be negotiated for a maximum annual retainer of Sixty Thousand Dollars (\$60,000.00). The County agrees to reimburse the City for one-half of the retainer pursuant to this Agreement. The County agrees to pay its half within thirty (30) days from the acceptance of this Agreement by both the City and the County and acceptance of the ALSA Agreement by the parties.

3. EXTRAORDINARY COSTS. The City and County recognize that the retainer amount set forth above includes ordinary costs and expenses. If extraordinary costs and expenses need to be incurred and are approved pursuant to the terms of the ALSA Agreement, the County shall reimburse the City for one-half of those extraordinary costs and expenses subject to the City first providing written notice to the County of the proposed extraordinary costs and expenses and the County's approval of said costs and expenses.

4. TERMS. This Agreement shall be effective as of the date it is entered into and shall continue in full force and effect for one (1) year with an additional one (1) year automatic renewal period.

5. TERMINATION. This Agreement shall terminate if the ALSA Agreement between the City and ALSA is not entered into or is terminated pursuant to the terms of the ALSA Agreement. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party of its intent to terminate. Any monies paid by either party pursuant to the Agreement up to the date of termination shall be non-refundable.

6. RELEASE. To the extent permitted by law, each party hereto does hereby fully and forever release and discharge the other parties, and the County and Board members, employees, officers and agents of same, in both individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether due to negligence or otherwise, resulting from or arising out of the compliance, or attempted compliance, by same with the terms and provisions hereof.



7. CONFLICTS. Should a possible conflict arise between the City and the County at any time during the term of this Agreement between the interests of the Parties and/or ALSA, the County shall notify the City of such and the City shall notify the ALSA to promptly refrain from performing services with respect to such area of conflicting interest.

8. COMPLIANCE WITH LAWS. The parties recognize and agree that each has a duty to comply fully with the applicable federal, state and local laws relating to any and all activities undertaken pursuant to this Agreement and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

9. SEVERABILITY. All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

10. ENTIRE AGREEMENT. This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect of any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and authorized and signed by both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF DECATUR, ILLINOIS

BY: \_\_\_\_\_  
City Manager

THE COUNTY OF MACON, ILLINOIS

BY: \_\_\_\_\_  
County Board Chairman

RESOLUTION NO. R2020- \_\_\_\_\_

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT  
-CITY OF DECATUR ILLINOIS-  
-COUNTY OF MACON-**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That the Intergovernmental Agreement presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND THE COUNTY OF MACON, whereby they may share services and expenses, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest Intergovernmental Agreement on behalf of the City.

PRESENTED AND ADOPTED this 3rd day of February, 2020.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF, CITY CLERK