

AGENDA
MACON COUNTY BOARD MEETING
March 12, 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 4th floor (room 414)
Democratic Caucus is held on 8th 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-1219-03-20 **Macon County Board Resolution Regarding Case R-02-02-20, A Petition for Rezoning Submitted by Thomas Bowman**

 - Z-1220-03-20 **Macon County Board Resolution Regarding Case S-01-02-20, A Petition Requesting Renewal of a Special Use Permit Submitted by Keith & Diane Jenkins**
8. **CORRESPONDENCE**
9. **CLAIMS**

10. APPOINTMENTS

- G-5105-03-20 **Macon County Board Resolution Reappointments to Sanitary District of Decatur – Rob Jacobsen & Daniel Smallwood**

- G-5106-03-20 **Macon County Board Resolution Appointment to the Emergency Telephone Systems Board – Keith Hackl**

- G-5107-03-20 **Macon County Board Resolution Appointments to the Macon County Merit Commission - Thomas Schneider & Shelith Hansbro**

- G-5108-03-20 **Macon County Board Resolution Appointment to Decatur Public Building Commission Board of Commissioners – Jerry Lord**

- G-5109-03-20 **Macon County Board Resolution Appointment to Macon County Regional Planning Commission – Greg Florian**

11. CONSENT CALENDAR

- G-5110-03-20 **Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent**

12. JUSTICE COMMITTEE

- G-5111-03-20 **Macon County Board Resolution Approving Transference of Funds from the At Risk Services Line to Purchase Civil Process Software**

- G-5112-03-20 **Macon County Board Resolution Approving the Transference of Funds from the At Risk Services Line to Purchase New Duty Firearms and Holsters**

- G-5113-03-20 **Macon County Board Resolution Amending the State’s Attorney’s FY2020 Automation Budget**

13. EEHW COMMITTEE

14. OPERATIONS AND PERSONNEL COMMITTEE

- G-5114-03-20 **Macon County Board Resolution Amending Macon County Employee Handbook for Updates**

- G-5115-03-20 **Macon County Board Resolution Approving a 2 Year Agreement with IPMG for Workers Compensation Third Party Administration Services**

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

- H-2204-03-20 **Macon County Board Resolution Appropriating Funds for Survey Marker Work on the Turpin Road Project**

- H-2205-03-20 **Macon County Board Resolution Appropriating Funds for Temporary Easement Work on the Caleb Road Project**

- H-2206-03-20 **Macon County Board Resolution Awarding the 2020 Sign Bid**

- H-2207-03-20 **Macon County Board Resolution Awarding the 2020 Sign Blank Bid**

- H-2208-03-20 **Macon County Board Resolution Awarding the 2020 Non-MFT Culvert Bid**
- H-2209-03-20 **Macon County Board Resolution Awarding Annual MFT County Pipe, Bans and End Sections Bid**
- H-2210-03-20 **Macon County Board Resolution Granting Permission to Dispose of Surplus Equipment**
- H-2211-03-20 **Macon County Board Resolution Approving an Intergovernmental Agreement for the Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways in Macon County, Illinois, between the City of Decatur, Hickory Point Township, Lang Creek Township, Mount Zion Township, City of Maroa, Village of Mount Zion and the County of Macon, Illinois**
- G-5116-03-20 **Macon County Board Resolution Approving an Intergovernmental Agreement between the County of Macon and Oakley Township**

17. NEGOTIATIONS COMMITTEE

18. TRANSPORTATION COMMITTEE

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

22. CITIZENS' REMARKS (Public Comment Limited to Total of 20 Minutes, 5 Minutes Maximum Per Person)

23. OFFICEHOLDERS' REMARKS

24. OLD BUSINESS

G-5100-03-20 **Macon County Board Omnibus Resolution Approving Budget Cleanup for FY19**

G-5102-03-20 **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-5103-03-20 **Macon County Board Resolution Amending the Public Defender's FY2020 Budget in Order to Hire Two Contract Attorneys**

25. NEW BUSINESS

26. CLOSED SESSION

27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE R-02-02-20,
A PETITION FOR REZONING
SUBMITTED BY THOMAS BOWMAN**

RESOLUTION NO. Z-1219-03-20

WHEREAS, a petition filed by Thomas Bowman for rezoning approximately 20.60 acres from (R-1) Single Family Residential Zoning to (RE-5) Single Family Estate Zoning This property is legally described as:

The East ½ of the Southwest ¼ of the Northwest ¼ of Section 34, Township 16 North, Range 3 East of the 3rd P.M., Also, the South 20 feet of the West ½ of the Southwest ¼ of the Northwest ¼ of Section 34, Township 16 North, Range 3 East of the 3rd P.M. Situated in Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals.)

The property is commonly known as: 3300 Salem School Road, Decatur, IL 62521
Long Creek Township PIN: 09-13-34-100-008

WHEREAS, at the required public hearing on February 5, 2020, your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board, the petition be granted.

WHEREAS, on February 27, 2020 your EEHW Committee heard the summary report and voted Approval of the petition to the County Board.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to approve the subject petition for rezoning approximately 20.60 acres from (R-1) Single Family Residential Zoning to (RE-5) Single Family Estate Zoning.

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

PRESENTED, PASSED, APPROVED this 12th day of March, 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-01-02-20 A PETITION
REQUESTING RENEWAL OF A SPECIAL
USE PERMIT SUBMITTED BY KEITH & DIANE JENKINS**

RESOLUTION NO. Z-1220-03-20

WHEREAS a petition filed by Keith & Diane Jenkins requesting renewal of a Special Use Permit to allow a secondary residence on property where a primary residence already exists in (R-4) Single Family Residential Zoning. The property is situated on 3.79 acres and is legally described as:

A part of the Southwest 1/4, Northeast 1/4, Section thirty-five (35), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M. and more particularly described as follows: From an iron pin at the center of said Section 35 measure East 588.5 feet along the quarter section line to the point of beginning; thence North 10°29'30" East 376.19 feet; thence North 13°09'15" East, 415.66 feet to the South right of way line of the Illinois Central Railroad; thence South 68°48'30" East, 293.5 feet along said right of way line to the boundary line of Lake Decatur; thence South 1°28'30" East, 533.15 feet along said boundary line; thence West 330 feet, thence South 0°27' West 135 feet to the quarter section line; thence West 120 feet to the point of beginning, except a tract described as follows: From an iron pin at the center of said Section 35 measure East 588.5 feet along the quarter section line to the point of beginning; thence North 10°29'30" East, 262.1 feet; thence South 80°56'40" East, 158.5 feet; thence North 83°28'20" East, 245.1 feet; thence South 1°28'30" East, 125.7 feet; thence West 330 feet; thence South 0°27'00" West 135 feet to the quarter section line; thence West 120 feet to the point of beginning.

This property is commonly known as 999 Tohill Road, Decatur, IL 62521
PIN 17-12-35-252-003.

WHEREAS, at the required public hearing on February 5, 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. Building permits shall be obtained as required.
3. In the event the property is sold or the current homeowners passing, the second residence will have to be removed from the property.

4. This special use permit shall be for a 10 year period beginning March 12, 2020 and ending March 14, 2030.

WHEREAS, on February 27, 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 to allow a secondary residence on property where a primary residence already exists in (R-4) Single Family Residential Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to Approve the petition requesting renewal of a Special Use Permit to allow a secondary residence on property where a primary residence already exists 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 12th day of March 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
RE-APPOINTMENTS TO THE
SANITARY DISTRICT OF DECATUR**

- **Rob Jacobsen**
- **Daniel Smallwood**

RESOLUTION NO. G-5105-03-20

WHEREAS, it is the desire of the Board Chairman to re-appoint the following individuals to the Decatur Sanitary District Board of Trustees for a term of three years:

Rob Jacobsen
1219 Raptor Lane
Forsyth, IL 62535

Daniel Smallwood
2444 Hulett Dr.
Decatur, IL 62521

Terms Expire 1st Monday in May, 2023

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby re-appoint ROB JACOBSEN and DANIEL SMALLWOOD to the Decatur Sanitary District Board of Trustees for a term of three years to expire the first Monday in May, 2023

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

PRESENTED, PASSED and APPROVED this 12th day of March, 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 EMERGENCY TELEPHONE SYSTEM BOARD
- Keith Hackl**

RESOLUTION NO. G-5106-03-20

WHEREAS, it is the desire of the Macon County Board Chairman to appoint Keith Hackl to the Emergency Telephone System Board for the remainder of Rick Bright's 4 year term set to expire February, 2022:

Keith Hackl
447 South Main Street
Warrensburg, IL 62573
Term Expires: February 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of Keith Hackl to the Emergency Telephone System Board for the remainder of Rick Bright's 4 year term set to expire in February, 2022.

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

PRESENTED, PASSED, APPROVED this 12th day of March, 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
APPOINTMENTS TO THE MACON COUNTY
MERIT COMMISSION**

- **Thomas Schneider**
- **Shelith Hansbro**

RESOLUTION NO. G-5107-03-20

WHEREAS, the term on the Macon County Merit Commission that will be expiring on May 31, 2021 has been vacated by the resignation of Mia Jackson Tyus; and

WHEREAS, the term on the Macon County Merit Commission that will be expiring on May 31, 2022 has been vacated by the passing of Rick Bright; and

WHEREAS, in accordance with 55 ILCS 5/3-8003 Appointment of Merit Commission, the Macon County Sheriff recommends the following individuals be appointed for the remainder of the 6 year terms, and the Board Chairman concurs:

Shelith Hansbro
2171 Home Park Avenue
Decatur, IL 62526
Term Expires: May 31, 2021

Thomas Schneider
512 W. Eckhardt
Macon, IL 62544
Term Expires: May 31, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointments of Shelith Hansbro and Thomas Schneider to the Macon County Merit Commission for the remainder of terms of six years set to expire as indicated above.

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

PRESENTED, PASSED, APPROVED this 12th day of March, 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
APPOINTMENT TO THE DECATUR PUBLIC BUILDING
COMMISSION BOARD OF COMMISSIONERS**

- **Jerry Lord**

RESOLUTION NO. G-5108-03-20

WHEREAS, it is the recommendation of the Board Chairman to appoint the Jerry Lord to the Decatur Public Building Commission Board of Commissioners for the remainder of Rick Bright's term of five years:

Jerry Lord
3646 Pleasant View Ct
Decatur, IL 62526
Term Expires: October 31, 2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of Jerry Lord to the Decatur Public Building Commission Board of Commissioners for the remainder of a term of five years expiring October 31, 2022.

BE IT FURTHER RESOLVED that this resolution shall become effective May 2, 2020.

PRESENTED, PASSED, APPROVED this 12th day of March, 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**

- Greg Florian

RESOLUTION NO. G-5109-03-20

WHEREAS, it is the desire of the Macon County Board Chairman to appoint the following individual to the Macon County Regional Planning Commission for the remainder of Rick Bright's 3 year term that is set to expire 12-31-22:

Greg Florian
1441 Lynwood Dr.
Decatur, IL 62521
Term Expires: 12/31/22

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of GREG FLORIAN to the Macon County Regional Planning Commission for the remainder of Rick Bright's 3 year term that is set to expire 12-31-22.

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

PRESENTED, PASSED and APPROVED this 12th day of March, 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
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G-5110-03-20

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 12th day of March, 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 - March 2020

| RES# | Account | Type | Account Name | Parcel# | Township | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State | Agent | Treasurer |
|---------------|-----------|--------|---|------------------|----------|--------------------|-----------------|----------------|------------------------|-------------------|-------------------|
| 03-20-001 | 1019055B | SAL | MONIQUE COVERSON | 04-12-11-208-014 | DECATUR | 820.50 | 70.00 | 7.50 | 63.00 | 450.00 | 230.00 |
| 03-20-002 | 201300329 | REC | PATTY CARTER AND JACOBS WELL COMPELLING MINISTRY | 04-12-10-427-008 | DECATUR | 1,411.95 | 113.00 | 0.00 | 63.00 | 515.19 | 720.76 |
| 03-20-003 | 201500308 | SUR | HENRY L HUFF II | 04-12-10-402-020 | DECATUR | 3,257.59 | 80.00 | 0.00 | 0.00 | 1,152.47 | 1,866.12 |
| 03-20-004 | 1019067B | SAL | AKEEM L RIVERS | 04-12-12-301-011 | DECATUR | 1,580.00 | 0.00 | 15.00 | 63.00 | 450.00 | 1,050.00 |
| 03-20-005 | 1019017B | SAL | ANDREW D COOK | 04-12-10-179-038 | DECATUR | 1,578.00 | 0.00 | 15.00 | 63.00 | 450.00 | 1,050.00 |
| 03-20-006 | 201500237 | DEF-RE | REGINALD A AND ALISON MULL | 04-12-10-213-005 | DECATUR | 1,852.00 | 0.00 | 0.00 | 0.00 | 715.28 | 1,136.72 |
| Totals | | | | | | \$10,500.04 | \$263.00 | \$37.50 | \$252.00 | \$3,732.94 | \$6,053.60 |

[Handwritten signature]

Clerk Fees **\$263.00**

[Handwritten signature]

Recorder/Sec of State Fees **\$252.00**

Committee Members

Total to County **\$6,568.60**

**MACON COUNTY BOARD RESOLUTION
APPROVING TRANSFERENCE OF FUNDS
FROM AT RISK SERVICES LINE
TO PURCHASE CIVIL PROCESS SOFTWARE**

RESOLUTION NO. G-5111-03-20

WHEREAS, the Macon County Sheriff's Office's current civil process service is antiquated; and

WHEREAS, an important and vital service provided by the Macon County Sheriff's Office is the service of civil and court papers; and

WHEREAS, the Macon County Sheriff's Office has, through research, located a civil process software company that could design computer software that would facilitate a more efficient way to process civil process service and help reduce paper products associated with that service which would in turn, help the environment; and

WHEREAS, this resolution is to request transfer of \$61,000 (Sixty One 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 the civil process service program.

| | | |
|-----------------------------------|--------------|----------|
| Existing "At Risk Services" Grant | 093-550 | \$61,000 |
| Equipment | 001-060-9040 | \$61,000 |

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 the civil process service program.

WHEREAS, the Justice Committee met on February 27, 2020; and

WHEREAS, the Finance Committee met on March 2, 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 12th day of March, 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 TRANSFERENCE OF FUNDS
FROM AT RISK SERVICES LINE
TO PURCHASE NEW DUTY FIREARMS AND HOLSTERS**

RESOLUTION NO G-5112-03-20

WHEREAS, the Macon County Sheriff's Office's current duty weapons were purchased in 2014; and

WHEREAS, full-time deputies require being equipped with a firearm to protect them and others 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, through normal training, which involves several rounds discharged, firearms experience depreciation that requires them to be replaced periodically; and

WHEREAS, this resolution is to request transfer of \$32,500 (thirty two thousand five hundred 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 new duty firearms and holsters.

| | | |
|-----------------------------------|--------------|-----------|
| Existing "At Risk Services" Grant | 093-550 | \$ 32,500 |
| Equipment | 001-060-9040 | \$32,500 |

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 duty firearms and holsters.

WHEREAS, the Justice Committee met on February 27, 2020; and

WHEREAS, the Finance Committee met on March 2, 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 12th day of March, 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
AMENDING THE STATE'S ATTORNEY'S
FY2020 AUTOMATION BUDGET**

Resolution No. G-5113-03-20

WHEREAS, the State's Attorney's Office receives revenue for its automation fund pursuant to Section 4-2002 of the Counties Code for offenses committed prior to July 1, 2019 and pursuant to Article 15 of the Criminal and Traffic Assessment Act for offenses committed on or after July 1, 2019; and

WHEREAS, pursuant to state law, such monies may be used to defray the expense of establishing and maintaining automated record keeping systems in the offices of the State's Attorney; and

WHEREAS, the State's Attorney's Office subscribes to an electronic case management system called FileTrail and pays an annual subscription fee to FileTrail, Inc.; and

WHEREAS, the annual subscription fee for 2020 totaled \$4,567.00; and

WHEREAS, the FY2020 appropriation for the State's Attorney's Automation Fund was for \$3,500; and

WHEREAS, the State's Attorney's Automation Fund has a fund balance of \$5,994.08 as of January 31, 2020; and

WHEREAS, an emergency situation exists in that, without the immediate amendment of the State's Attorney's Automation Fund budget for FY2020, the State's Attorney will be forced to allocate the expense for its electronic file management system to its general fund budget, resulting in an unnecessary and wasteful use of tax dollars.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that the State's Attorney's FY2020 Automation Fund budget is amended as follows:

062-000-7200

INCREASE \$2,500.00

PRESENTED, PASSED, and APPROVED this 12th day of March, 2020.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

**MACON COUNTY BOARD RESOLUTION AMENDING
MACON COUNTY EMPLOYEE HANDBOOK FOR UPDATES**

Resolution No. G-5114-03-20

WHEREAS, Macon County adopted an Employee Handbook on April 9, 2015, in Resolution G-4284-4-15; and

WHEREAS, updates to said Handbook are required to conform with changes made to State Law by virtue of the enactment of the P.A. 101-27, the Cannabis Tax and Regulation Act, as amended by P.A. 101-593; and

WHEREAS, an update to Section G-2 (Drug and Alcohol Free Workplace) is necessary to conform with the changes to State Law; and

WHEREAS, the proposed amendments are reflected in the attached Exhibit A; and

WHEREAS, the Operations and Personnel Committee has reviewed the amendments at its February 24, 2020, meeting, and voted to recommend approval of the amendments to the full County Board.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the proposed amendments to section G-2 (Drug and Alcohol Free Workplace) of the Macon County Employee Handbook.

BE IT FURTHER RESOLVED that the County Board hereby respectfully requests that each county-wide elected officer and any other person or board who has been granted internal control authority over a county office or department pursuant to State Law adopt said amendments into such office or department's employee handbook or personnel policies.

BE IT FURTHER RESOLVED that the Executive Secretary of the County Board shall cause a copy of this Resolution and a copy of amended section G-2 to be received by such officers or boards that have such internal control authority.

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

PRESENTED, PASSED, APPROVED this 12th day of March, 2020

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk

Kevin Greenfield, Chairman

G-2. Drug and Alcohol Free Workplace

The purpose of this policy is to assure, to the extent possible, that Macon County remains drug free as a place of employment. This is not only because the use of such drugs is a violation of law but also because we wish to assure that Macon County remains a wholesome place to work. The use of such drugs has serious consequences upon users, their families and friends, including social, economic and personal tragedies. Macon County has a "zero tolerance" policy toward the consumption of alcohol or drugs by employees on duty or while on County property. The consumption of any amount of alcohol, cannabis or illegal narcotics while an employee is on duty or on a periodic rest break or lunch break is prohibited. An employee shall not appear for duty, or be on duty, while under the influence of intoxicants to any degree or with an odor of intoxicants on their breath. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, cannabis or alcohol by any County employee is prohibited in the County workplace, including any and all instances while the employee is performing work for or on behalf of the County. In addition, this prohibition also applies to all County employees who are on County property but not actively at work at the time.

**MACON COUNTY BOARD RESOLUTION
APPROVING A TWO YEAR AGREEMENT WITH IPMG
FOR WORKER'S COMPENSATION
THIRD PARTY ADMINISTRATION SERVICES**

RESOLUTION NO. G-5115-03-20

WHEREAS, Macon County is self-insured for its Worker's Compensation; and

WHEREAS, the current contract with the third party administrator, IPMG expires December 31, 2019; and

WHEREAS, IPMG offered a two year agreement to manage worker's compensation claims; and

WHEREAS, the Operations and Personnel Committee agreed to accept the attached agreement for a fixed charge for TPA services of \$13,860 per year for the years 1-1-20 through 12-31-21 with additional charges to be incurred if the claim count exceeds 30 claims per year.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves accepting the attached agreement in its entirety for IPMG for Worker's Compensation Third Party Administrative Services.

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

PRESENTED, PASSED, APPROVED this 12th day of March, 2020

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh A. Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement ("Agreement") is entered into as of the 1st day of January, 2020, by and between Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG Claims Management Services") located at 225 Smith Road, St. Charles, IL 60174 and Macon County ("Client") located at 141 S. Main St., Decatur, IL 62523.

RECITALS

- A. IPMG Claims Management Services is in the business of providing claims administrative services, including those set forth in paragraph B.2. herein.
- B. In reliance on the expertise of IPMG Claims Management Services to provide claims administrative services, Client desires to contract with IPMG Claims Management Services to provide and IPMG Claims Management Services desires to provide claims administrative services claims received within the contract term for those lines of coverage outlined in Exhibit A.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- 1. Recitals. The above recitals are hereby incorporated into this Agreement and made a part hereof.
- 2. Third Party Administrator Services. In consideration of payment from Client to IPMG Claims Management Services of the fees in accordance with the Fee Schedule attached hereto as Exhibit "A" and made a part hereof, IPMG Claims Management Services agrees to provide the following services, as specified in the service plan attached hereto as Exhibit B, to Client for Client's Insurance Coverages:
 - (a) Evaluation and establishment of reserves for claims.
 - (b) Investigation and adjustment of claims.
 - (c) Supervision of medical treatment of injured claimants.
 - (d) Negotiation of settlements with claimants.
 - (e) Participation in the selection and assistance in the supervision of attorneys appointed to defend formal claims.
 - (f) Audit of medical, hospital and miscellaneous expenses prior to making payments.
 - (g) Payment from funds made available by Client of any final award, judgment or settlement of a claim or loss together with all expenses incurred for investigation, negotiation or defense.
 - (h) Monitoring of claims for subrogation.
 - (i) Preparation of regular reports detailing claims, payments and reserves.
 - (j) Preparation of reports required by excess insurers.
 - (k) Preparation and filing of reports required by applicable governmental agencies.

3. Term and Termination. This Agreement shall be effective for the period outlined in Exhibit B unless terminated sooner as provided herein. At the conclusion of each contract term, IPMG Claims Management Services will continue to service claims until closed for an additional fee as set forth in Exhibit A. This contract agreement (as a whole) may be terminated prior to the Termination Date upon the earliest of any of the following:
- (a) the written agreement of the parties hereto;
 - (b) following at least thirty (30) days' written notice by either party to the other if the other is in breach or default of any material obligation under this Agreement and does not cure such breach or default within thirty (30) days of said notice;
 - (c) automatically upon bankruptcy, receivership, disability or liquidation of IPMG Claims Management Services.
 - (d) following at least fourteen (14) days written notice by IPMG Claims Management Services that Client has failed to provide sufficient funds for the performance of IPMG Claims Management Services' obligations pursuant to the Claims Service Plan, attached hereto as Exhibit B and Clients failure to provide such funds within the period set forth in the notice.
4. Insurance. IPMG Claims Management Services agrees to obtain and maintain errors and omissions insurance with \$1 million dollars occurrence/aggregate limits. IPMG Claims Management Services shall not commence TPA Services hereunder until it has obtained all insurance required hereunder.
5. Independent Contractor/Binding Authority. IPMG Claims Management Services and Client are independent contractors and shall be solely responsible for the employment, control and direction of their employees and agents. Nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Except as otherwise expressly provided herein, each party shall bear its own expenses with respect to the services to be provided pursuant to this Agreement.
6. Notices. All necessary notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if personally delivered, mailed by certified or registered mail, postage prepaid, if sent by courier by overnight carrier, or if sent by facsimile with hard copy to follow via first class mail with evidence of facsimile transmission, and, subject to subsequent designation of another address, addressed as follows:
- If to Client:
- If to IPMG Claims Management Services:
Carol Reed
Macon County
141 S. Main St.
Decatur IL 62523
- Gregg Peterson
IPMG Claims Management Services.
225 Smith Rd.
St. Charles, Illinois 60174
7. Confidentiality. IPMG Claims Management Services acknowledges the confidentiality of records and information it receives from Client and agrees that such records and information will be used solely for the purpose of providing the services contemplated by this Agreement.

8. Successors and Assigns. This Agreement is binding on any and all successors to the parties and assignable, in whole or any part, only with the written consent of the non-assigning party.
9. Remedies Cumulative. All rights and remedies conferred upon the parties hereto by this Agreement or by law, in equity or otherwise, shall be cumulative of each other, and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy shall preclude the later exercise of such right or remedy or the exercise of any other right or remedy.
10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other terms and provisions of this Agreement shall remain in full force and effect. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the full extent compatible with the applicable law as it shall then appear.
11. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that such amendment or waiver will be binding on the party against whom enforcement of such amendment or waiver is sought only if such amendment or waiver is in writing and signed by the party against whom enforcement of such amendment or waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.
12. References. All references herein to the singular shall include the plural as the case may require. All references to the masculine gender shall be construed as references to the feminine gender as the case may require.
13. Captions. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.
14. Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois.
15. Entire Agreement. This Agreement, including any exhibits hereto and any other documents referred to or provided for herein, represents the entire contract among the parties with respect to the subject matter hereof, and shall not be modified or affected by any other offer, proposal, statement or representation, whether oral or written, made by or for any party in connection with the negotiation of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By _____
 Name Gregg Peterson
 Title President

By _____
 Name _____
 Title _____

EXHIBIT "A"
FEE SCHEDULE

This fee schedule shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on January 1, 2020 (the "Third Party Administrator Agreement"), between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and Macon County ("Client").

Client agrees to pay IPMG Claims Management Service fees for services provided pursuant to the Third Party Administrator Agreement as follows:

1. Client agrees to pay IPMG Claims Management Services an annual minimum and deposit fee of Thirteen Thousand Eight Hundred Sixty Dollars (\$13,860.00) upon execution of the Third Party Administrator Agreement. This fee is a flat fee to be paid in 12 equal installments of \$1,155. This fee is subject to a claims count threshold of 30 claims, which threshold, if exceeded will be subject to the below rate per claim rate structure.

2. (a) Zero Dollars (\$ 0.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

Workers Compensation:

| | |
|-----------------|----------|
| Indemnity | \$750 |
| Medical Only | \$130 |
| Incident Report | Included |

Claim Handling Fees that may apply per claim:

| | |
|--------------------------------|-------|
| Attorney Represented Claimants | \$150 |
| Excess Reportable Claims | \$150 |
| Medicare Data Reporting | \$100 |
| Subrogation Service | \$150 |

- (b) IPMG Claims Management Services will perform an audit within 60 days of the termination date of the Third Party Administrator Agreement to determine claims frequency and status during the preceding annual period, which audit shall be made available to Client. Thereafter further audits will be ongoing on a quarterly or annual basis. In the event that the audit establishes that the above allocated annual claims count of 30 claims has been exceeded by actual claims experience, then IPMG Claims Management Services may invoice Client at any time for additional sums due IPMG Claims Management Services in accordance with the above per claim(ant) rates. Upon termination or non-renewal of IPMG's TPA service, IPMG Claims Management will terminate claims handling services.
- (c) If a claim changes to a different claim status, Client agrees to pay the difference between the two rates. This includes the additional claims handling fees outlined above.

3. Service fee further includes the following services:

- (a) Monthly or quarterly loss runs (or as needed);
- (b) Claim Loss Fund Payment and Cash Log Tracking
- (c) State reports assistance;
- (d) Claims review meetings (4) and report;
- (e) Provider 1099's.
- (f) Excess Reporting
- (g) Systems
- (h) Supervision
- (i) Data storage & maintenance
- (j) Medicare Data Reporting to comply with Section 111 of the Medicare and Medicaid Act
- (k) On line claims reporting (In-Sight)
- (l) Access to operating system for system reports and claim status
- (m) Implementation of Best Practice Litigation Handling Guidelines and Legal Audits

4. Additional expense, including the printing of computer compatible checks, carrier cost, other programming or printing specifically requested by Client shall be invoiced at IPMG Claims Management Services cost. This includes any costs associated with the client's bill review and pharmacy programs.

Bill Review

Alpha Review Corporation

Straight line cost of \$8 per bill for fee schedule

24% of savings for PPO network reductions

*PPO % savings charge is based only on difference between PPO and fee schedule

Pharmacy Management

Optum Rx

Brand Name

AWP less 12% with \$2 dispensing fee

Administration fee of .50

Generic

AWP less 50% with \$2 dispensing fee

Administrative fee of .50

Dated: January 1, 2020

IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By _____
Name Gregg Peterson
Title President

By _____
Name _____
Title _____

EXHIBIT "B"
CLAIMS SERVICE PLAN

This service plan shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on January 1, 2020 (the "Third Party Administration Agreement") between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Macon County ("Client").

Term: 24 Months
January 1, 2020 to December 31, 2021

WITNESSES:

IPMG Claims Management Services and Client agree as follows:

IPMG Claims Management Services Agrees:

1.
 - (a) To receive and review all claims and/or losses reported during the term of this contract which involve claims under Client Insurance Coverages (as defined in the Third Party Administrator Agreement).
 - (b) To establish, evaluate and reserve all such claims.
 - (c) To investigate, adjust, settle or resist all reported losses and/or claims within discretionary settlement authority limit..
 - (d) To investigate, adjust, settle or resist all reported losses and/or claims that are in excess of the discretionary settlement authority limit subject to approval of Client.
 - (e) To utilize medical cost containment programs (i.e. utilization review, PPO network, audits and similar cost containment service) to manage the costs of medical services on claims where such programs are allowed by governmental authority.
 - (f) To participate in the selection and assist in the supervision of attorneys appointed to defend formal claims.
 - (g) To investigate and advise Client of all situations involving subrogation and, where appropriate, pursue collection from responsible third parties.
 - (h) Advise Client of all claims which meet the reporting threshold of Client's excess insurance program and to report such claims to the appropriate carrier; provided, however, that Client has furnished ClaimsOne with complete copies of all excess policies which could apply to the claims reported during the contract period.
 - (i) To print and distribute claim and claims expense payments on all Client claims handled by ClaimsOne.
2. To make necessary filings of claim reports with appropriate governmental agencies.
3. To furnish all claim forms necessary for proper claims administration.
4. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of Client. Such files are available for review by Client at any reasonable time, with notice.
5. To furnish Client with reports as agreed to by IPMG Claims Management Services and Client.

6. If included in Exhibit A, to take over the handling of all claims pending as of the effective date of the Third Party Administrator Agreement and provide those services set forth in sections 1(a)-(i) above for such claims.

Client Agrees:

1. To assure that funds are available from which IPMG Claims Management Services may draw at any time and from time to time for claim and/or loss payments and for associated allocated expense within the discretionary settlement authority limit and for claim and/or loss payments in excess of the discretionary settlement authority limit subject to approval of Client.
2. To pay IPMG Claims Management Services fees in accordance with the Fee Schedule attached as Exhibit A to the Third Party Administrator Agreement.
3. To pay IPMG Claims Management Services within 30 days of the effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to IPMG Claims Management Services as prescribed in the Third party Administrator Agreement.

(b) Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial photographers' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of Client. This includes pharmacy program prescription drug costs and medical bill review service fees.

(c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by IPMG Claims Management Services at the request of Client.

(d) To provide IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the contract period.

IPMG Claims Management Services and Client Mutually Agree as Follows:

1. (a) The term of this service plan shall be as agreed to in the Third Party Administrator Agreement between Client and IPMG Claims Management as outlined in Exhibit B.

(b) Client shall have the option upon termination or expiration of the Third party Administrator Agreement:
 - (i) with the approval of the applicable carrier, to assign to a third party or to self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of the Third Party Administrator Agreement, such handling not to result in any expense or reduction in revenue to IPMG Claims Management Services; or
 - (ii) to have IPMG Claims Management Services continue to service the open claims for an additional fee of \$50 per claim per month. Sufficient funds of Client, including allocated claim and/or loss expense, shall remain available to IPMG Claims Management Services to liquidate such claims and/or losses.

2. To not employ a person who has been employed by any other party to this contract at any time during the term of the Third Party Administrator Agreement, unless the person to be employed shall not have been employed by the other party during the immediately preceding 12 months, or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of the Third Party Administrator Agreement for a period of one year.

3. IPMG Claims Management Services agrees to store closed files at no additional cost to Client while IPMG Claims Management Services is providing claims service to Client. After this period, files will either be returned to Client or stored at Client's option and expense. IPMG Claims Management Services agrees to store the closed claims after Client ceases handling claims for Client for up to five years. If stored by IPMG Claims Management Services, Client will be charged a one-time inventory fee and monthly storage fees at IPMG Claims Management Services outside vendor's prevailing rates.

Indemnification.

(a) Notwithstanding anything to the contrary herein, IPMG Claims Management Services agrees to indemnify, hold harmless and defend the Client and each of its officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by IPMG Claims Management Services, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of the Client, or its officers, directors, agents, servants or employees.

(b) Notwithstanding anything to the contrary herein, Client agrees to indemnify, hold harmless and defend IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of the Client and each of its officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by Client, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of IPMG Claims Management Services or its officers, directors, agents, servants or employees.

Dated: January 1, 2020

IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By _____
Name Gregg Peterson
Title President

By _____
Name _____
Title _____

**Macon County Board Resolution Approving and
Appropriating Funds for Survey Marker Work
On the CH 31 Turpin Road Project**

RESOLUTION NO. H-2204-3-20

WHEREAS, the funds need to be approved and appropriated for R.W. Lamb Group, Inc. for Survey Marker work on the CH 31 Turpin Road Project, Section 20-00296-00-PV.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Three Thousand Seventy-Five Dollars and Two Cents (\$3,075.02) from County Highway Line Item # 030-000-9040 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with no additional reimbursements.

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 2020.

AYES _____ NAYS _____

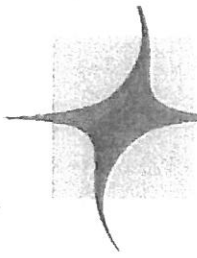
MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin R. Greenfield, Chairman
Macon County Board



R.W. Lamb Group, Inc.

Surveying & Mapping Services

H-2204-3-20 Attachment

February 10, 2010

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

Attn: Alan J. Moretti, P.E.

Re: Section Corner Survey
C.H. 31 Turpin Road
Sec. 20-00296-00-PV
Macon County, IL

Dear Mr. Bird:

I have enclosed the Scope of Work, manhour estimate and cost estimate to complete the required Public Land Section Corner survey and related documents for your subject project. This estimate was based on my conversation with Mr. Moretti on January 17 at our office in Mt. Zion, Illinois.

Please call if you have any questions.

Sincerely,

Ronald W. Lamb, PLS

RWL rh
Encl.

C.H. 31 (Turpin Road)
Section Corner Survey
Macon County, Illinois

This estimate is being prepared for Mr. Bruce Bird, Macon County Highway Engineer, who has requested the services of R. W. Lamb Group to provide surveying services for approximately one-half mile of C.H. 31 (Turpin Road) roadway and located between Harryland Road and Elwin Road, IL. (See attached map). The roadway improvement will require approximately three (3) U.S. Public Land Section Corners or property corners to be removed during new roadway construction activities. The existing monuments consist of a brass disk in concrete and are located along the centerline of C.H. 31 (Turpin Road). The limits of the project extend from the North line of the Northeast Quarter of Section Six (6) to the South line of the Northeast Quarter of Section Six (6), all in Township 15 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois. The purpose of the survey is to provide all necessary land surveys to determine the existing Public Land Section Corners located within the project limits. Establish staking points for core drilling tasks by roadway contractor for setting section corner monuments on post roadway construction schedule. Set iron pin monuments inside vault monuments established by roadway contractor. Set monument tie points and record new Monument Record with the Macon County recorder's office.

The above tasks will be performed during the summer of 2020 and at the schedule determined by the Macon County Highway Department.

Scope of Work
(2-10-2020)

Task One -- Research Documents

Tasks include researching of all recorded documents affecting the property such as warranty deeds, right of way plats and plans, plats of survey (private & government), monument records, ad joiner deeds and other documents of record located in the county recorder's office.

Task Two –

Field Survey - Preliminary

- A. Search and locate all U.S. Public Land Section Corners within the project limits.
- B. Locate existing property corners as needed within the project limits.

Field Survey – Final

- A. Set temporary monument (mag nail) for Section Corner core drilling tasks for Monument Vault installation by roadway contractor.
- B. Set iron pin with PLS yellow cap inside of Monument Vault for Section Corner final location. Set recovery tie points for Monument Record document.

Task Three - Office computations and final documents

- A. Close and adjust field traverse, compile all field data.
- B. Analyze existing land corner locations and determine section corner and property corner locations.
- E. Prepare and Record Monument Records.

MANHOUR ESTIMATE

8-Feb-2020

| TASK | DESCRIPTION | CLASSIFICATION | | | | | | | |
|--------------|---|----------------|---|----|----|----|----|---|-------|
| | | Pr | E | LS | PC | FT | OT | C | Total |
| I | Research Documents | | | | | | | | |
| | 1. Research deeds | | | 0 | | | | | 0 |
| | 2. Research monument records | | | 1 | | | | | 1 |
| | 3. Research survey plats, R.O.W. documents | | | 1 | | | | | 1 |
| II | Field Survey - Preliminary | | | | | | | | |
| | A. Search and locate land corners | | | | 4 | 4 | | | 8 |
| | B. Set tie points to land corners | | | | 0 | 0 | | | 0 |
| | C. Traverse to existing land corners | | | | 4 | 4 | | | 8 |
| II | Field Survey - Final | | | | | | | | |
| | A. Set temporary monument (mag nail) for Section Corner Monument Vault | | | | 4 | 4 | | | 8 |
| | B. Set iron pin inside of Monument Vault Set recovery tie points | | | | 4 | 4 | | | 8 |
| III | Office computations and Final documents | | | | | | | | |
| | A. Reduce notes, close & adjust traverse | | | | | | | | 0 |
| | Download and process data. | | | 1 | | | | | 1 |
| | Compile all field data | | | | | | | | 0 |
| | B. Perform property line/corner analysis | | | | | | | | 0 |
| | Calculate property corner locations | | | | | | | | 0 |
| | C. Prepare Plat of Survey | | | | | | | | 0 |
| | D. Prepare legal descriptions | | | | | | | | 0 |
| | E. Prepare Monument Record | | | 1 | | | 8 | | 9 |
| Total | | | | 4 | 16 | 16 | 8 | 0 | 44 |

C.H. 31 (Turpin Road)
Section Corner Survey
Macon County, IL

8-Feb-20

COST ESTIMATE FOR CONSULTANT SERVICES

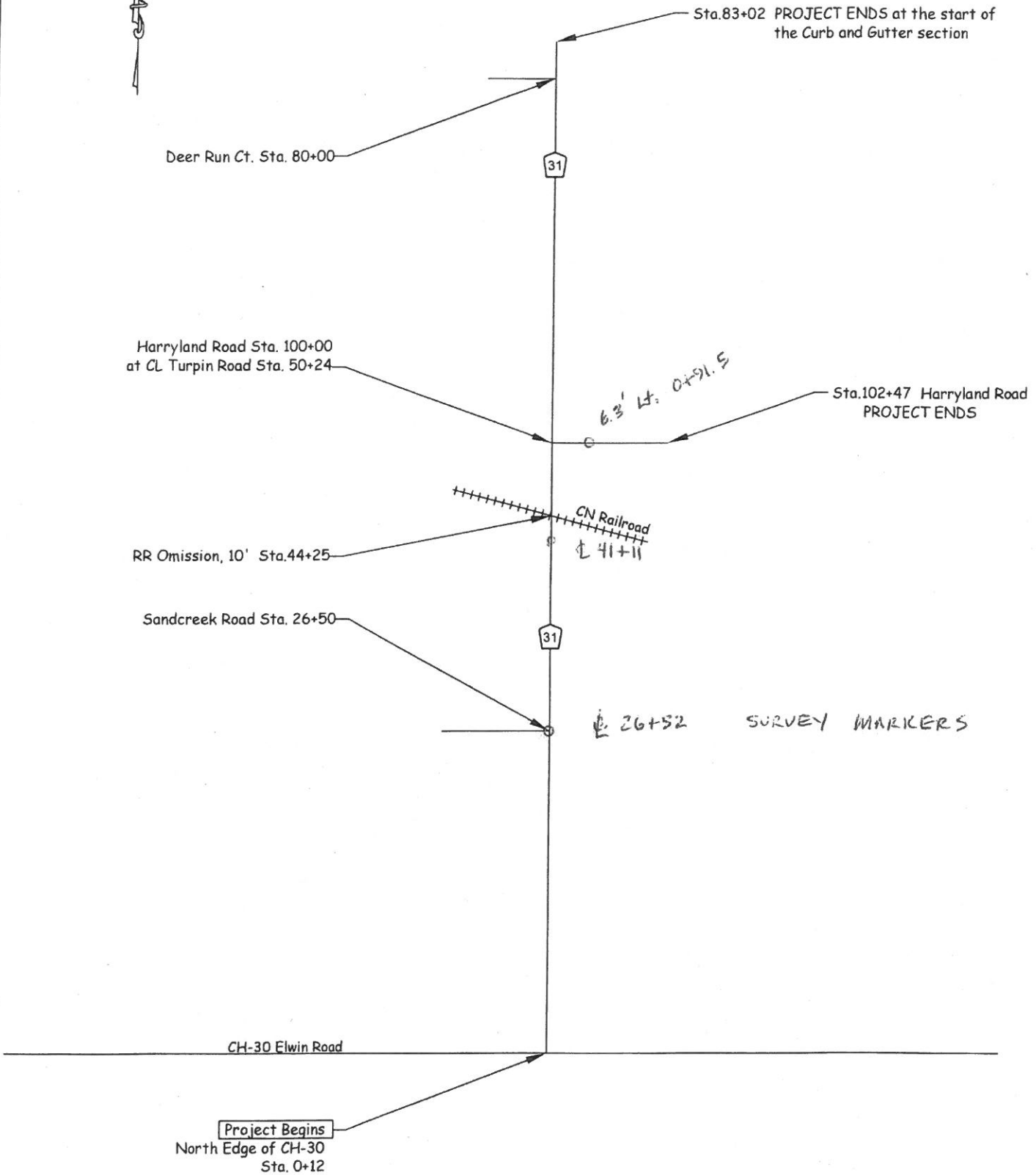
| <u>Payroll Classification</u> | <u>Hourly Rate</u> | <u>Manhours</u> | <u>Totals</u> |
|-----------------------------------|------------------------|-----------------|-------------------|
| Principal | \$151.66 | | \$0.00 |
| Engineer V | \$132.95 | | \$0.00 |
| Surveyor V | \$132.95 | 4 | \$531.78 |
| Surveyor II | \$73.25 | 16 | \$1,171.96 |
| Technician III | \$58.34 | 16 | \$933.44 |
| Technician II | \$44.09 | 8 | \$352.75 |
| Technician I | \$36.30 | 0 | \$0.00 |
| Administrative II | \$43.98 | | \$0.00 |
| Administrative I | \$27.42 | | \$0.00 |
| Total Payroll = | | 44 | \$2,989.92 |


DIRECT COSTS

| | | |
|--|--|--------------------------|
| Macon County recording fees: | | \$68.00 |
| Vehicle: \$0.57 per mile X 10 miles per day X 3 days | | \$17.10 |
| Printing and mailing | | \$0.00 |
| Total Direct Costs = | | \$85.10 |
| Total = | | <u>\$3,075.02</u> |

CH-31 Straight Line Diagram

-- Station 0+00 to 83+02 Turpin Road
 -- Station 100+00 to 102+47 Harryland Road



| | | | |
|---|---|-----------------------|-----------------------|
|  | Turpin Road (CH 31) | Design by: AJM | Approved by: |
| | Section 20-00296-00-PV | CAD by: AJM | Date: 11-19-19 |
| | Straight Line Diagram | Checked by: | CAD Reference: |
| | Macon County Highway - Engineering Division | | |

CH 31 Turpin Road



2/8/2020, 10:55:23 AM

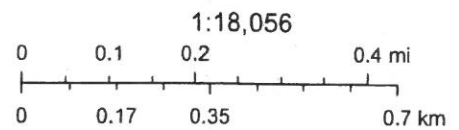
Tentative Tax Parcels 2019_1

7

Override 1

Streets

□ SECTION CORNER
OR PROPERTY CORNER



Esri, HERE, Garmin, (c) OpenStreetMap contributors

**Macon County Board Resolution Approving and
Appropriating Funds for Temporary Easement
Work on the CH 25 Caleb Road Project**

RESOLUTION NO. H-2205-3-20

WHEREAS, the funds need to be approved and appropriated for R.W. Lamb Group, Inc. for Temporary Easement work on the CH 25 Caleb Road Project, Section 20-00302-00-DR.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Two Thousand Nine Hundred Ninety-Six Dollars and Sixty-Four Cents (\$2,996.64) from County Highway Line Item # 030-000-9040 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with no additional reimbursements.

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 2020.

AYES _____ NAYS _____

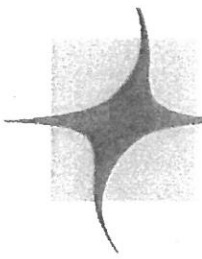
MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

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

Kevin R. Greenfield, Chairman
Macon County Board



R.W. Lamb Group, Inc.
Surveying & Mapping Services

H-2205-3-20 Attachment

February 10, 2010

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

Attn: Alan J. Moretti, P.E.

Re: Temporary Easement Survey
C.H. 25 Caleb Road
Sec. 20-00254-00-DR
Macon County, IL 302

Dear Mr. Bird:

I have enclosed the Scope of Work, manhour estimate and cost estimate to complete the required Temporary Easement survey and related documents for your subject project. This estimate was based on my conversation with Mr. Moretti on January 17 at our office in Mt. Zion, Illinois.

Please call if you have any questions.

Sincerely,

Ronald W. Lamb, PLS

RWL rh
Encl.

C.H. 25 (Caleb Road)
Temporary Easement Survey
Macon County, Illinois

This estimate is being prepared for Mr. Bruce Bird, Macon County Highway Engineer, who has requested the services of R. W. Lamb Group to provide surveying services for a drainage easement along a section of C.H. 25 (Caleb Road), Macon County, Illinois. (See attached map). The roadway improvement will require improvements to an existing 30 inch diameter corrugated metal pipe and related ditch grading improvements. The limits of the project extend along the North line of the Southwest Quarter of Section Thirteen (13), Township 17 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois. The purpose of the survey is to provide a Temporary Easement Plat and a legal descriptions in documents approved by the Macon County Highway Department. The above tasks will be performed during the winter of 2020 and at the schedule determined by the Macon County Highway Department.

Scope of Work
(2-10-2020)

Task One -- Research Documents

Tasks include researching of all recorded documents affecting the property such as warranty deeds, right of way plats and plans, plats of survey (private & government), monument records, ad joiner deeds and other documents of record located in the county recorder's office.

Task Two --

Field Survey - Preliminary

- A. Search and locate all U.S. Public Land Section Corners within the project limits.
- B. Locate existing property corners as needed within the project limits.

Field Survey -- Final

- A. Set iron pin with PLS yellow cap for missing Section Corners, if needed. Set recovery tie points for Monument Record document.

Task Three - Office computations and final documents

- A. Close and adjust field traverse, compile all field data.
- B. Analyze existing land corner locations and compute Temporary Easement locations.
- C. Prepare and submit Temporary Easement Plat and legal description documents.

MANHOUR ESTIMATE

8-Feb-2020

| TASK | DESCRIPTION | CLASSIFICATION | | | | | | | Total |
|--------------|--|----------------|---|-----|----|----|----|---|---------------|
| | | Pr | E | LS | PC | FT | OT | C | |
| I | Research Documents | | | | | | | | |
| | 1. Research deeds | | | 0 | | | | | 0 |
| | 2. Research monument records | | | 1 | | | | | 1 |
| | 3. Research survey plats, R.O.W. documents | | | 1 | | | | | 1 |
| II | Field Survey - Preliminary | | | | | | | | |
| | A. Search and locate land corners | | | | 4 | 4 | | | 8 |
| | B. Set tie points to land corners | | | | 0 | 0 | | | 0 |
| | C. Traverse to existing land corners | | | | 4 | 4 | | | 8 |
| II | Field Survey - Final | | | | | | | | |
| | A. Set temporary monument (mag nail) for Section Corner Monument Vault | | | | 2 | 2 | | | 4 |
| | B. Set iron pin inside of Monument Vault Set recovery tie points | | | | 2 | 2 | | | |
| III | Office computations and Final documents | | | | | | | | |
| | A. Reduce notes, close & adjust traverse Download and process data. Compile all field data | | | 0.5 | | | | | 0 0.5 0 |
| | B. Perform property line/corner analysis Calculate property corner locations | | | 1 | | | | | 0 1 |
| | C. Prepare Plat of Survey | | | 1 | | | 8 | | 9 |
| | D. Prepare legal descriptions | | | 0.5 | | | | | 0.5 |
| | E. Prepare Monument Record | | | 1 | | | 4 | | 5 |
| Total | | | | 6 | 12 | 12 | 12 | 0 | 42 |

C.H. 25 (Caleb Road)
Temporary Easement Survey
Macon County, IL

8-Feb-20

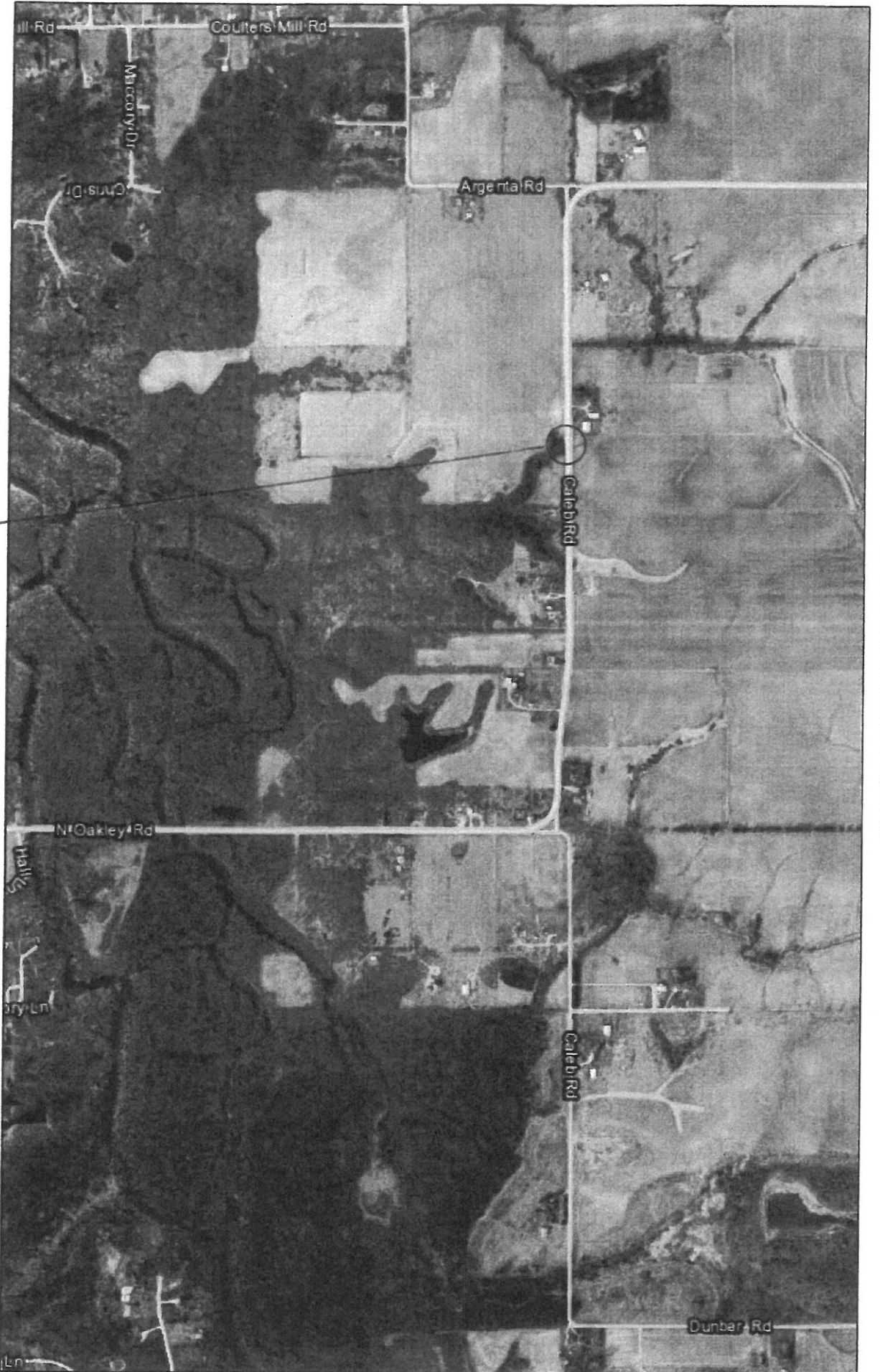
COST ESTIMATE FOR CONSULTANT SERVICES

| <u>Payroll Classification</u> | <u>Hourly Rate</u> | <u>Manhours</u> | <u>Totals</u> |
|-----------------------------------|------------------------|-----------------|-------------------|
| Principal | \$151.66 | | \$0.00 |
| Engineer V | \$132.95 | | \$0.00 |
| Surveyor V | \$132.95 | 6 | \$797.67 |
| Surveyor II | \$73.25 | 12 | \$878.97 |
| Technician III | \$58.34 | 12 | \$700.08 |
| Technician II | \$44.09 | 12 | \$529.12 |
| Technician I | \$36.30 | 0 | \$0.00 |
| Administrative II | \$43.98 | | \$0.00 |
| Administrative I | \$27.42 | | \$0.00 |
| Total Payroll = | | 42 | \$2,905.84 |

DIRECT COSTS

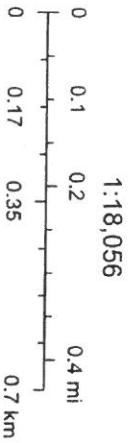
| | |
|--|--------------------------|
| Macon County recording fees: | \$68.00 |
| Vehicle: \$0.57 per mile X 20 miles per day X 2 days | \$22.80 |
| Printing and mailing | \$0.00 |
| Total Direct Costs = | \$90.80 |
| Total = | <u>\$2,996.64</u> |

Donald Jean Atkins



2/8/2020, 2:54:45 PM

C.H. 25 (CALEB ROAD)
PROPOSED TEMPORARY EASEMENT



Esri, HERE, Garmin, (c) OpenStreetMap contributors

Web AppBuilder for ArcGIS

Esri, HERE |



MACON COUNTY HIGHWAY DEPARTMENT
BRUCE H. BIRD, P.E - COUNTY ENGINEER

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

MEMORANDUM

To: Ron Lamb
From: Joe Moretti
Date: January 16, 2020
RE: Temporary Easement

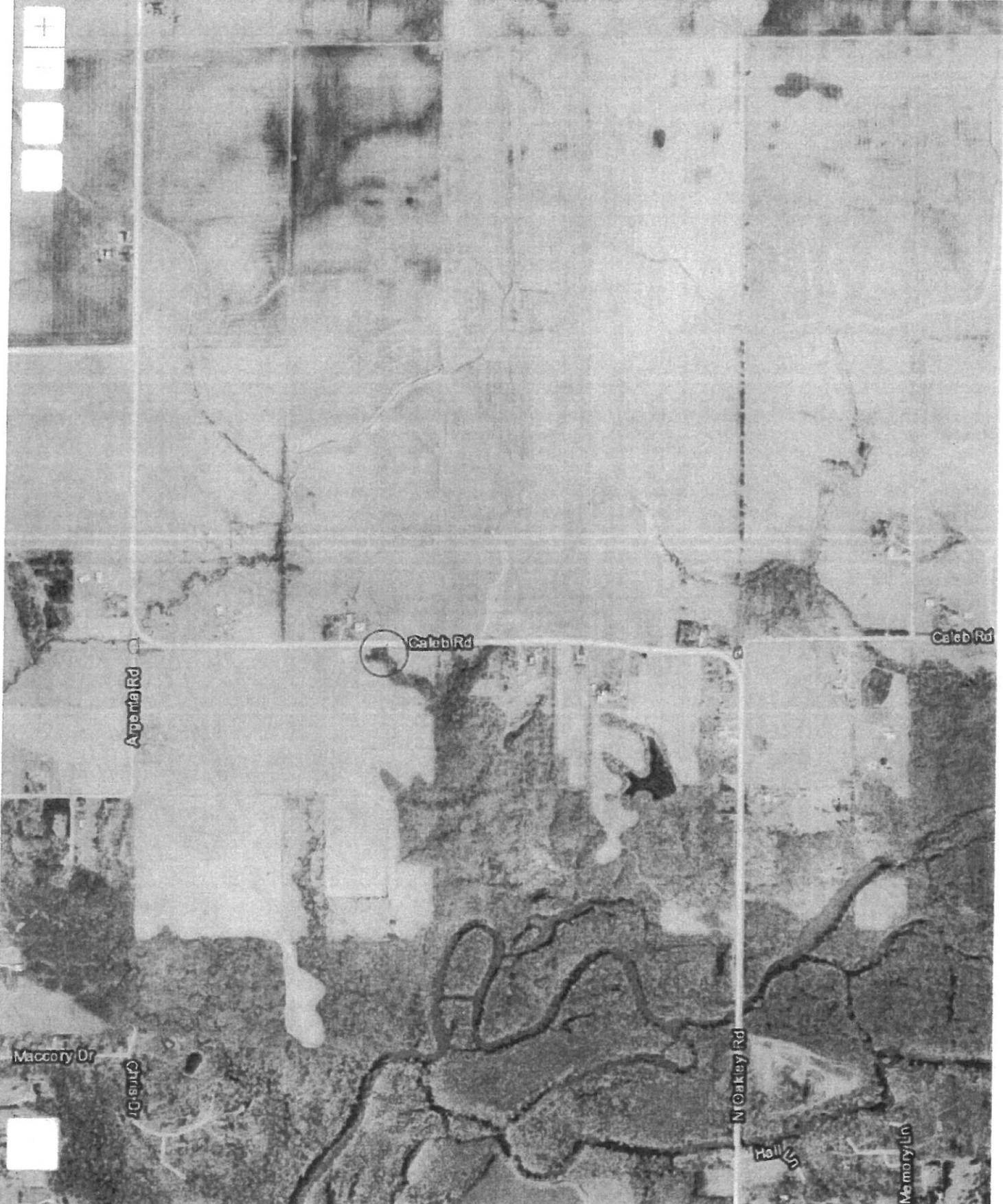
Ron, as we discussed on the phone, we need a temporary easement for the work shown on the attached documents. See the owner information below:

Parcel Number: 18-08-13-300-007

Owner: Donald Jean Atkins
PO Box 1472
220N 9th
Tombstone, AZ 85638-1472

(520) 457-2279

Please let me know if you need any other information.



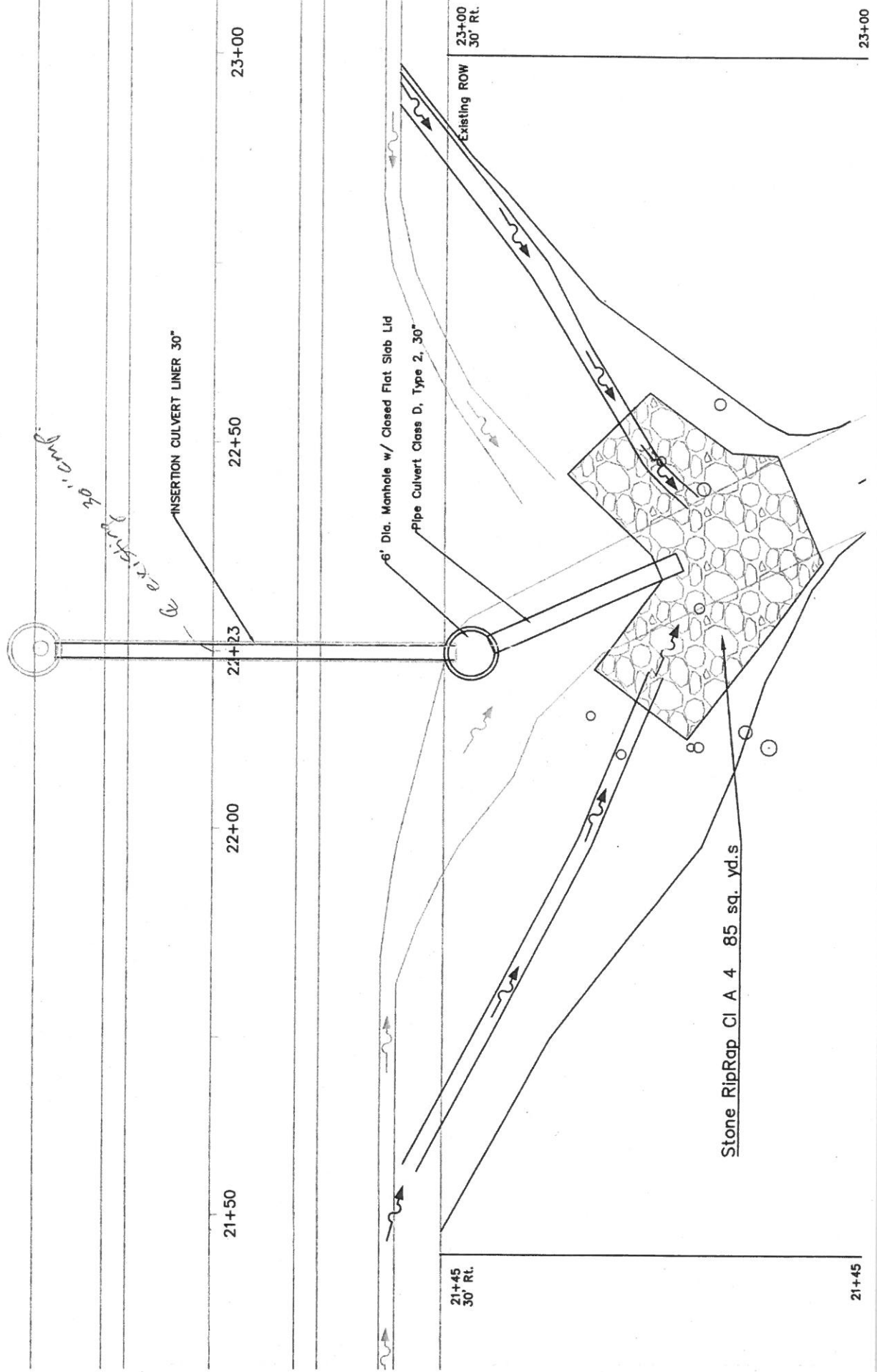
0.2mi

101.795 39.930 Degrees

INSERTION LINER PLAN

Location #1

Existing ROW



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

RESOLUTION NO. H-2206-3-20

WHEREAS, the County held a bid opening for Signs on February 19, 2020, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve Stello Products, Inc. as the low bidder for County Signs in the amount of Six Thousand Six Hundred Ninety-Seven Dollars and Ninety-Six Cents (\$6,697.96).

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 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

| | | | | | | | | |
|----|--|--------------------------------|-------------------------------|-----------------------------------|-----|-----------|-----------|----------|
| | "YIELD" | Red & White | 36" X 36" X 36" | Triangle | HIP | \$ 29.50 | \$ 59.00 | \$ 13.95 |
| | "CROSS TRAFFIC DOES NOT STOP" with arrows pointing both directions | Yellow & Black | 30" X 18" | Rectangle | HIP | \$ 24.56 | \$ 49.12 | \$ 13.88 |
| | "NO PARKING" | White & Red | 18" X 24" | Rectangle | HIP | \$ 19.65 | \$ 39.30 | \$ 11.10 |
| or | Stop Ahead Symbol and/or yield Ahead Symbols | Yellow, Black, White & Red | 36" X 36" | Diamond | HIP | \$ 61.00 | \$ 122.00 | \$ 37.95 |
| or | Stop Ahead Symbol and/or yield Ahead Symbols | Yellow, Black, White & Red | 30" X 30" | Diamond | HIP | \$ 43.00 | \$ 86.00 | \$ 37.95 |
| | School pedestrian crossing symbol | Fl Yellow, Green, & Black | 36" X 36" | House | DG | \$ 68.85 | \$ 137.70 | \$ 45.45 |
| | "AHEAD" | Fl Yellow, Green, & Black | 24" X 8" | Rectangle | DG | \$ 10.25 | \$ 20.50 | \$ 6.75 |
| | Angled lower left arrow for school crosswalk | Fl Yellow, Green, & Black | 24" X 12" | Rectangle | DG | \$ 15.30 | \$ 30.60 | \$ 10.10 |
| | "SCHOOL" | Fl Yellow, Green, & Black | 24" X 8" | Rectangle | DG | \$ 10.25 | \$ 20.50 | \$ 6.75 |
| | "WHEN CHILDREN ARE PRESENT" | White & Black | 24" X 10" | Rectangle | HIP | \$ 10.94 | \$ 21.88 | \$ 8.43 |
| | "SLOW CHILDREN PLAYING" & symbol | Fl Yellow, Green, & Black | 18" X 24" | Rectangle | DG | \$ 22.95 | \$ 91.80 | \$ 15.15 |
| | "SCHOOL SPEED LIMIT 20" Ahead symbol | Fl Yellow, Green, & Black | 36" X 36" | Diamond | DG | \$ 73.85 | \$ 147.70 | \$ 45.45 |
| | "SCHOOL BUS STOP AHEAD" | Green, Red, & Black | 36" X 36" | Diamond | DG | \$ 68.85 | \$ 137.70 | \$ 45.45 |
| | Bike Tail & Pedestrian Crossing Symbol | Yellow, Green, & Black | 36" X 36" | Diamond | DG | \$ 68.85 | \$ 137.70 | \$ 45.45 |
| | "NO PASSING ZONE" | Yellow & Black | 36" X 48" X 48" | Triangle | HIP | \$ 39.30 | \$ 78.60 | \$ 25.90 |
| | Left obstruction markers | Yellow & Black | 12" X 18" | Rectangle | HIP | \$ 9.83 | \$ 19.66 | \$ 5.55 |
| | Right obstruction markers | Yellow & Black | 12" X 18" | Rectangle | HIP | \$ 9.83 | \$ 19.66 | \$ 5.55 |
| | Left obstruction markers (Faces) | Yellow & Black | 12" X 18" | Pressure Sensitive | HIP | \$ 3.00 | \$ 6.00 | \$ 5.55 |
| | Right obstruction markers (Faces) | Yellow & Black | 12" X 18" | Pressure Sensitive | HIP | \$ 3.00 | \$ 6.00 | \$ 5.55 |
| | Warning Labels (Faces) See Example A | Yellow & Black | 7" X 3" | Rectangle Pressure Sensitive | HIP | \$ 0.70 | \$ 35.00 | \$ 0.50 |
| 0 | "CAUTION ___ FT BETWEEN TRACKS AND HIGHWAY" (See Example B) | Yellow & Black | 30" X 36" | Rectangle | HIP | \$ 49.13 | \$ 98.26 | \$ 29.25 |
| or | Single arrow or double arrows symbol | Yellow & Black | 48" X 24" | Rectangle | HIP | \$ 52.40 | \$ 104.80 | \$ 29.60 |
| | Chevron arrow symbol | Yellow & Black | 18" X 24" | Diamond | HIP | \$ 19.65 | \$ 39.30 | \$ 11.10 |
| | Chevron arrow symbol | Yellow & Black | 24" X 30" | Diamond | HIP | \$ 32.75 | \$ 196.50 | \$ 18.50 |
| | Chevron arrow sign 24" Brackets | | | | | \$ 45.00 | \$ 270.00 | \$ 9.95 |
| | "WATCH FOR WATER ON PAVEMENT" | Yellow & Black | 36" X 36" | Diamond | HIP | \$ 58.95 | \$ 117.90 | \$ 33.30 |
| | All Diamond shaped yellow background signs with black words and/or symbols & black borders | Yellow & Black | 36" X 36" | Diamond | HIP | \$ 58.95 | \$ 589.50 | \$ 33.30 |
| | "RESERVED PARKING" Handicap symbol | White, Green, & Blue | 12" X 18" | Rectangle | HIP | \$ 9.83 | \$ 19.66 | \$ 5.55 |
| | "\$250 FINE" | White & Green | 12" X 6" | Rectangle | HIP | \$ 3.30 | \$ 6.60 | \$ 2.00 |
| | 24" Type I Barricades w/ "MACON CO. HWY. DEPT." OR OTHER TOWNSHIP OR MUNICIPALITY ON BOTTOM | Orange & White 4" Stripes | 24" X 12" Top 24" x 6" Bottom | Metal Frames w/ Wooden Panels | HIP | \$ 48.00 | \$ 480.00 | \$ 59.95 |
| | Director Channelizer Plastic Drum with 25lb Rubber Ring Base | Orange & White with 4" Stripes | Meets MUTCD specs. | Plastic & accepts barricade light | HIP | \$ 63.00 | \$ 126.00 | \$ 75.00 |
| | "R x R" Symbol | Yellow & Black | 36" Diameter | Round | HIP | \$ 58.95 | \$ 117.90 | \$ 39.90 |
| | (All speeds) " M.P.H" | Yellow & Black | 24" x 24" | Square | HIP | \$ 26.20 | \$ 52.40 | \$ 14.80 |
| | Flexible delineator posts, white reflector on front, yellow reflector on back. Reflectors 3" x 12" | White Posts | 4" x 66" or 72" | Stright Posts w/ V Bottoms | HIP | \$ 15.50 | \$ 310.00 | \$ 26.90 |
| | Aluminum single faced reflectors | White | 4" x 8" | Rectangle | HIP | \$ 1.70 | \$ 34.00 | \$ 1.85 |
| | (All speeds) " M.P.H" | White & Black | 24" x 24" | Square | HIP | \$ 26.20 | \$ 52.40 | \$ 14.80 |
| | Keep right of median symbol | White & Black | 24" X 30" | Rectangle | HIP | \$ 32.75 | \$ 65.50 | \$ 18.50 |
| | "SPEED LIMIT " (all speeds) | White & Black | 24" X 30" | Rectangle | HIP | \$ 32.75 | \$ 131.00 | \$ 18.50 |
| | "SPEED LIMIT " Ahead Symbol | White & Black | 24" X 30" | Rectangle | HIP | \$ 32.75 | \$ 131.00 | \$ 18.50 |
| | "WEIGHT LIMIT TONS" | White & Black | 24" X 30" | Rectangle | HIP | \$ 32.75 | \$ 65.50 | \$ 18.50 |
| | "PASS WITH CARE" | White & Black | 24" X 30" | Rectangle | HIP | \$ 32.75 | \$ 196.50 | \$ 18.50 |
| | All diamond shaped orange background signs with black words and/or symbols & black borders | Orange & Black | 48" x 48" | Diamond | HIP | \$ 104.80 | \$ 209.60 | \$ 59.20 |
| | All diamond shaped orange background signs with black words and/or symbols & black borders | Orange & Black | 36" x 36" | Diamond | HIP | \$ 58.95 | \$ 117.90 | \$ 33.30 |
| | Roll up Men working Symbols with ribs | Orange & Black | 36" x 36" | Diamond | HIP | \$ 86.00 | \$ 172.00 | \$ 59.00 |
| | "MACON COUNTY" | Blue & Yellow | 24" x 24" | Cupcake | HIP | \$ 26.20 | \$ 262.00 | \$ 24.00 |

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

RESOLUTION NO. H-2207-3-20

WHEREAS, the County held a bid opening for Sign Blanks on February 19, 2020, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve Stello Products, Inc. as the low bidder for County Sign Blanks in the amount of Twenty-Seven Thousand Seventy-Nine Dollars and Fifty Cents (\$27,079.50).

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 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 Highway Department

2405 North Woodford St., Decatur, IL 62526

(217) 424-1404 FAX (217) 424-2516

www.co.macon.il.us/highway.php

Sign Blank Bid Tab 2020

Date: February 19, 2020
Time: 10:00 A.M.

Stello Products, Inc.
840 W. Hillside Ave.
PO Box 89
Spencer, IN 47460

| Quantity | MUTCD # | Description | Color | Size | Shape or Type | Grade | Price Each | Total |
|----------|---------|--|-------|----------------------|---------------|-------|------------|-------------|
| 10 | | Bare aluminum sign blanks, Square Post punched 7/16" holes | | 12" x 6" | Rectangle | | \$ 1.51 | \$ 15.10 |
| 10 | | Bare aluminum sign blanks, Square post punched 7/16" holes | | 24" x 8" | Rectangle | | \$ 4.08 | \$ 40.80 |
| 10 | | Bare aluminum sign blanks, Square post punched 7/16" holes | | 24" x 10" | Rectangle | | \$ 5.08 | \$ 50.80 |
| 20 | | Bare aluminum sign blanks, Square post punched 7/16" holes & 5/16" holes on ends | | 24" x 9" | Rectangle | | \$ 4.56 | \$ 91.20 |
| 30 | | Bare aluminum sign blanks, Square post punched 7/16" holes & 5/16" holes on ends | | 30" x 9" | Rectangle | | \$ 5.72 | \$ 171.60 |
| 30 | | Bare aluminum sign blanks, Square post punched 7/16" holes & 5/16" holes on ends | | 36" x 9" | Rectangle | | \$ 6.86 | \$ 205.80 |
| 30 | | Bare aluminum sign blanks, Square post punched 7/16" holes & 5/16" holes on ends | | 42" x 9" | Rectangle | | \$ 7.99 | \$ 239.70 |
| 30 | | Bare aluminum sign blanks, Square post punched 7/16" holes & 5/16" holes on ends | | 48" x 9" | Rectangle | | \$ 9.15 | \$ 274.50 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 48" x 48" | Diamond | | \$ 48.76 | \$ 487.60 |
| 30 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 36" x 36" | Diamond | | \$ 27.43 | \$ 822.90 |
| 20 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 36" x 36" | Round | | \$ 35.00 | \$ 700.00 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 36" x 36" | Octagon | | \$ 26.50 | \$ 265.00 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 30" x 30" | Diamond | | \$ 19.06 | \$ 190.60 |
| 30 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 24" x 24" | Square | | \$ 12.20 | \$ 366.00 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 18" x 18" | Square | | \$ 6.86 | \$ 68.60 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 48" x 24" | Rectangle | | \$ 24.38 | \$ 243.80 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 30" x 36" | Rectangle | | \$ 22.87 | \$ 228.70 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 30" x 18" | Rectangle | | \$ 11.42 | \$ 114.20 |
| 30 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 24" x 30" | Rectangle | | \$ 15.23 | \$ 456.90 |
| 20 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 18" x 24" | Rectangle | | \$ 9.15 | \$ 183.00 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 18" x 6" | Rectangle | | \$ 2.30 | \$ 23.00 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 12" x 36" | Rectangle | | \$ 9.15 | \$ 91.50 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 12" x 18" | Rectangle | | \$ 4.56 | \$ 45.60 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 24" x 12" | Rectangle | | \$ 6.10 | \$ 61.00 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 48" x 30" | Rectangle | | \$ 30.48 | \$ 304.80 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 60" x 30" | Rectangle | | \$ 38.10 | \$ 381.00 |
| 10 | | Bare aluminum sign blanks, square post punched 7/16" holes | | 24" x 36" | Rectangle | | \$ 18.28 | \$ 182.80 |
| 100 | | 12 Ga. Galvanized Pre-Punched Sign Posts with 7/16" Holes on 1" Centers | | 2" x 2" x 8' | | | \$ 33.36 | \$ 3,336.00 |
| 100 | | 12 Ga. Galvanized Pre-Punched Sign Posts with 7/16" Holes on 1" Centers | | 2" x 2" x 10' | | | \$ 41.17 | \$ 4,117.00 |
| 100 | | 12 Ga. Galvanized Pre-Punched Sign Posts with 7/16" Holes on 1" Centers | | 2" x 2" x 12' | | | \$ 51.50 | \$ 5,150.00 |
| 25 | | 12 Ga. Galvanized Pre-Punched Sign Posts with 7/16" Holes on 1" Centers | | 2" x 2" x 14' | | | \$ 58.80 | \$ 1,470.00 |
| 200 | | 12 Ga. Galvanized Pre-Punched Base Posts with 7/16" Holes on 1" Centers | | 2 1/4" x 2 1/4" x 4' | | | \$ 25.00 | \$ 5,000.00 |
| 1,000 | | Corner Bolts | | 5/16" | | | \$ 0.60 | \$ 600.00 |
| 1,000 | | Steel Drive Rivets & 3/8" Nylon Washers | | | | | \$ 0.60 | \$ 600.00 |
| 500 | | Cherry Mate Rivets & 2" Spacers | | | | | \$ 1.00 | \$ 500.00 |

As Read

\$ 27,079.50

Corrected

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

RESOLUTION NO. H-2208-3-20

WHEREAS, the County held a bid opening for the Annual Non-MFT County Pipe on February 19, 2020, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve Metal Culverts, Inc. as the low bidder for the Annual Non-MFT County Pipe in the amount of Forty-Six Thousand Sixty-Five Dollars and Seventy-Nine Cents (\$46,065.79).

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 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

| NON-MFT BID TAB | | | | Metal Culverts PO Box 330 711 Heisinger Rd. Jefferson City, MO 65102 | |
|--|--------------|-----------------------|----------|--|--------------|
| Date: February 19, 2020 Time: 10:00 A.M. NON MFT FUNDS | | | | | |
| Culverts | | | | Unit Price | Total |
| Diameter | Gauge | Approx. Amount | | | |
| 10" | 16 | 150 | Lin. Ft. | \$ 9.74 | \$ 1,461.00 |
| 12" | 16 | 510 | Lin. Ft. | \$ 8.91 | \$ 4,544.10 |
| 15" | 16 | 300 | Lin. Ft. | \$ 11.22 | \$ 3,366.00 |
| 18" | 16 | 300 | Lin. Ft. | \$ 13.29 | \$ 3,987.00 |
| 24" | 14 | 120 | Lin. Ft. | \$ 22.06 | \$ 2,647.20 |
| 30" | 14 | 180 | Lin. Ft. | \$ 27.09 | \$ 4,876.20 |
| 36" | 14 | 120 | Lin. Ft. | \$ 32.31 | \$ 3,877.20 |
| 42" | 12 | 90 | Lin. Ft. | \$ 52.28 | \$ 4,705.20 |
| 48" | 12 | 90 | Lin. Ft. | \$ 59.56 | \$ 5,360.40 |
| 60" | 12 | 60 | Lin. Ft. | \$ 74.79 | \$ 4,487.40 |
| As Corrected | | | | | \$ 39,311.70 |
| As Read | | | | Sub-Total | |

| Bands | | | | Price Each | Total |
|-----------------|--------------|-----------------------|--|-------------------|--------------|
| Diameter | Width | Approx. Amount | | | |
| 10" | 12" | 5 | | \$ 14.61 | \$ 73.05 |
| 12" | 12" | 5 | | \$ 13.37 | \$ 66.85 |
| 15" | 12" | 5 | | \$ 16.83 | \$ 84.15 |
| 18" | 12" | 5 | | \$ 19.94 | \$ 99.70 |
| 24" | 12" | 2 | | \$ 33.09 | \$ 66.18 |
| 30" | 24" | 2 | | \$ 54.18 | \$ 108.36 |
| 36" | 24" | 4 | | \$ 64.62 | \$ 258.48 |
| 42" | 24" | 2 | | \$ 104.56 | \$ 209.12 |
| 48" | 24" | 2 | | \$ 119.12 | \$ 238.24 |
| 60" | 24" | 2 | | \$ 149.58 | \$ 299.16 |
| | | | | Sub-Total | \$ 1,503.29 |

| End Sections | | | | Price Each | Total |
|---------------------|--|-----------------------|--|-------------------|--------------|
| Diameter | | Approx. Amount | | | |
| 10" | | 2 | | \$ 81.90 | \$ 163.80 |
| 12" | | 2 | | \$ 56.95 | \$ 113.90 |
| 15" | | 2 | | \$ 70.90 | \$ 141.80 |
| 18" | | 2 | | \$ 89.95 | \$ 179.90 |
| 24" | | 2 | | \$ 131.65 | \$ 263.30 |
| 30" | | 2 | | \$ 218.15 | \$ 436.30 |
| 36" | | 2 | | \$ 356.90 | \$ 713.80 |
| 42" | | 2 | | \$ 495.65 | \$ 991.30 |

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

RESOLUTION NO. H-2209-3-20

WHEREAS, the County held a bid opening for MFT Pipe, Bands and End Sections on
February 19, 2020, at the Macon County Highway Department; and

NOW THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby
approve Metal Culvert, Inc. as the low bidder for MFT County Pipe, Bands and End Sections in
the amount of Fifty-Three Thousand Six Hundred Forty Dollars and Nineteen Cents
(\$53,640.19).

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 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

MFT BID TAB

Date: February 19, 2020
Time: 10:00 AM

Metal Culverts, Inc.
PO Box 330
711 Heiseinger Rd.
Jefferson City, MO 65102

| Culverts | | | | Unit Price | Total |
|--------------|-------|----------------|----------|------------|--------------|
| Diameter | Gauge | Approx. Amount | | | |
| 10" | 16 | 150 | Lin. Ft. | \$ 10.23 | \$ 1,534.50 |
| 12" | 16 | 510 | Lin. Ft. | \$ 9.35 | \$ 4,768.50 |
| 15" | 16 | 300 | Lin. Ft. | \$ 11.75 | \$ 3,525.00 |
| 18" | 14 | 300 | Lin. Ft. | \$ 17.39 | \$ 5,217.00 |
| 24" | 14 | 120 | Lin. Ft. | \$ 23.18 | \$ 2,781.60 |
| 30" | 12 | 180 | Lin. Ft. | \$ 39.37 | \$ 7,086.60 |
| 36" | 12 | 120 | Lin. Ft. | \$ 46.92 | \$ 5,630.40 |
| 42" | 14 | 90 | Lin. Ft. | \$ 39.74 | \$ 3,576.60 |
| 48" | 12 | 90 | Lin. Ft. | \$ 59.56 | \$ 5,360.40 |
| 60" | 12 | 60 | Lin. Ft. | \$ 74.79 | \$ 4,487.40 |
| As Read | | | | Sub-Total | \$ 43,971.00 |
| As Corrected | | | | | \$ 43,968.00 |

| Bands | | | | Price Each | Total |
|----------|-------|----------------|--|------------|-------------|
| Diameter | Width | Approx. Amount | | | |
| 10" | 12" | 5 | | \$ 15.35 | \$ 76.75 |
| 12" | 12" | 5 | | \$ 14.03 | \$ 70.15 |
| 15" | 12" | 5 | | \$ 17.64 | \$ 88.20 |
| 18" | 12" | 5 | | \$ 26.09 | \$ 130.45 |
| 24" | 12" | 2 | | \$ 34.77 | \$ 69.54 |
| 30" | 24" | 2 | | \$ 78.74 | \$ 157.48 |
| 36" | 24" | 4 | | \$ 93.84 | \$ 375.36 |
| 42" | 24" | 2 | | \$ 79.48 | \$ 158.96 |
| 48" | 24" | 2 | | \$ 119.12 | \$ 238.24 |
| 60" | 24" | 2 | | \$ 149.58 | \$ 299.16 |
| | | | | Sub-Total | \$ 1,664.29 |

| End Sections | | | | Price Each | Total |
|--------------|--|----------------|--|-------------|-------------|
| Diameter | | Approx. Amount | | | |
| 10" | | 2 | | \$ 104.35 | \$ 208.70 |
| 12" | | 2 | | \$ 101.65 | \$ 203.30 |
| 15" | | 2 | | \$ 126.60 | \$ 253.20 |
| 18" | | 2 | | \$ 160.95 | \$ 321.90 |
| 24" | | 2 | | \$ 234.85 | \$ 469.70 |
| 30" | | 2 | | \$ 417.35 | \$ 834.70 |
| 36" | | 2 | | \$ 683.70 | \$ 1,367.40 |
| 42" | | 2 | | \$ 1,233.60 | \$ 2,467.20 |

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

RESOLUTION NO. H-2210-3-20

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

- # 6 – 2004 International Tandem Dump Truck (Model 7400)
- #13 – 1995 International Tandem Dump Truck (Model 4900)

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

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 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

Intergovernmental Agreement for the Sharing of Certain Costs Related To Improvement of Portions of Various Public Highways in Macon County, Illinois, between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Mount Zion And the County of Macon, Illinois

RESOLUTION NO. H-2211-3-20

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois are desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, Hickory Point Township is a body politic and corporate in the State of Illinois; and

WHEREAS, Long Creek Township is a body politic and corporate in the State of Illinois; and

WHEREAS, Mount Zion Township is a body politic and corporate in the State of Illinois; and

WHEREAS, the City of Maroa is a body politic and corporate in the State of Illinois; and

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

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

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

WHEREAS, the County of Macon 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 Road Commissioners of Hickory Point Township, Long Creek Township, Mount Zion Township; the respective boards of the City of Maroa, Village of Forsyth, Village of Long Creek, and the Village of Mount Zion; and the Macon County Board believe the improvement to various City Streets and other public roadways in Macon County, Illinois 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 the improvements to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur, will benefit the health, safety and welfare of the residents of Macon County, Illinois.

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois agree as follows, subject to actual construction costs:

1. The City of Decatur agrees to act as the Lead Agency for the micro-surfacing projects unless or until the City of Decatur provides the other participating agencies thirty (30) days written notice of its intention to no longer act as Lead Agency in which instance the County of Macon would act as Lead Agency.
2. The responsibilities of the Lead Agency are to facilitate micro-surfacing projects for the participants, including preparing bidding and construction documents, advertising for the bidding process, awarding the contract for the project and providing construction observation. After the 2020 construction year, each participating agency shall perform construction observation for micro-surfacing work on pavements under their jurisdiction.
3. The Lead Agency shall pay for the complete and total costs to the contractors of micro-surfacing select roadways in the County of Macon with reimbursement to the Lead Agency by the other participants.
4. The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, the Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon agree to reimburse the Lead Agency for the complete and total costs of micro-surfacing those select roadways under their jurisdiction in the County of Macon. The Lead Agency will remit no more than monthly invoices to each participant based upon the amount of work performed under the participant's jurisdiction with payment to the Lead Agency within thirty (30) days after date of invoice.
5. Liability Limits
 - a. The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon agree to indemnify, defend, and hold Lead Agency its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of the Lead Agency obligations, responsibilities and performance under this agreement. This provision shall not require the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon to indemnify the Lead Agency from the Lead Agency's sole gross negligence or willful misconduct.

- b. During the term of this Agreement, The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon shall at all times procure and maintain insurance and shall name the Lead Agency its officers and employees, as an additional named insured for all insurance. The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.
 - c. The Lead Agency shall require the contractor awarded the contract under this agreement to execute contracts indemnifying The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion, the County of Macon and the Lead Agency for any liability arising out of the contractor's work. The Contractor shall provide certificates of insurance evidencing third party insurance in accordance with the construction contract documents and the City of Decatur its officers and employees, Hickory Point Township its officers and employees, Long Creek Township its officers and employees, Mount Zion Township its officers and employees, the City of Maroa its officers and employees, the Village of Forsyth its officers and employees, the Village of Long Creek its officers and employees, the Village of Mount Zion its officers and employees, the County of Macon its officers and employees and the Lead Agency its officers and employees shall be named an additional insured on any liability insurance policy pertaining to work under the contract. Contractor's insurance shall be primary.
6. This agreement shall be in full force and effect upon its approval by the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the Macon County Board and shall inure to the benefit of the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Long Creek, Village of Mount Zion and the County of Macon, their successors and assigns, until the improvements to the micro-surfacing project are completed and all related costs therefore are paid or the project is cancelled.
7. All micro-surfacing projects shall be open to any of the participants at their discretion. Each agency shall determine their quantities and provide them to the Lead Agency prior to advertising and bidding the project.
8. This agreement between the above parties shall be in full force and effect until December 31, 2024 unless or until a participant sends written notice to all other participants expressing the desire to terminate their participation in this agreement thirty (30) days prior to the expected date of termination.

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

PRESENTED, PASSED, AND APPROVED this 12th day of March 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 between the County of Macon
and Oakley Township**

RESOLUTION NO. G-5116-03-20

WHEREAS, the Environmental, Education, Health & Welfare (EEHW) Committee and the Finance Committee both discussed the County of Macon and Oakley Township's desire to contract between themselves to provide services which will allow residents of the County and of the Township to deliver materials to a drop-off location for recycling; and

WHEREAS, by this Intergovernmental Agreement the County will provide a recycling trailer for collection and the Township will insure delivery of the collected recycled material to a proper facility; and

WHEREAS, both parties have met and have prepared an Agreement among themselves, which is attached hereto and sets forth the rights and duties among the parties, which said Agreement provides for the automatic annual renewal unless sooner terminated upon notice as provided for in the Agreement.

WHEREAS, the Environmental, Education, Health & Welfare (EEHW) Committee and Finance Committee were presented with a request to approve an Intergovernmental Agreement between the County of Macon and Oakley Township and they recommended for approval to the Macon County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves entering into the Intergovernmental Agreement between the County of Macon and Oakley Township as the same is attached hereto and made a part hereof and authorize, direct and empower the Chairman of the Macon County Board to execute said document.

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

PRESENTED, PASSED, APPROVED this 12th Day of March, 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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made between the County of Macon (County), a political subdivision and unit of local government of the State of Illinois and Oakley Township (Township) in Macon County, Illinois for recycling activities.

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), units of local government in the State of Illinois may contract between themselves to obtain or share services and to exercise or combine functions which either of the units of local government are authorized by law to perform; and

WHEREAS, the County is an Illinois unit of local government; and,

WHEREAS, the Township is an Illinois unit of local government; and

WHEREAS, the County owns certain equipment manufactured for the purpose of promoting recycling activities at a centralized location; and

WHEREAS, the Township is desirous of promoting recycling activities at a centralized location within its jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Township agree as follows:

1. DEFINITIONS

- 1.1 “Program Costs” includes, but is not limited to, payment of drivers that transport, empty, and replace the recycling containers around the County; fuel costs; maintenance for the truck, trailer, or recycling containers; supplies for the drivers; and the tipping fees that the recyclables processor(s) charges when recyclables are delivered to its location.
- 1.2 “MCEMD” means Macon County Environmental Management Department.
- 1.3 “Servicing” means picking up loaded recycling containers, hauling them to the recyclables processor, and replacing or returning empty recycling containers at the recycling drop-off location to collect recyclables until the next scheduled pick-up date.

2. TOWNSHIP OBLIGATIONS

- 2.1 The Township shall allot space for a recycling drop-off container (“recycling container”) and shall display a sign provided by the County designating the area as a collection point for recyclables.

- 2.2 The Township shall accept for recycling only the following materials (subject to change at the County's discretion):
 - Cardboard (all to be flattened): Boxes and inserts, cereal and paperboard boxes, soda and beer cases, frozen and pantry food boxes
 - Plastic: Clear and colored plastics #1-5 and 7 to include beverage bottles and jugs, food-grade containers, and household cleaner bottles
 - Paper: Newspaper and inserts, magazines, catalogs and junk mail, office and school paper, hardback and softback books, paper bags
 - Metals: Aluminum cans, aluminum foil, aluminum trays, steel cans, tin containers, aerosol cans, and metal lids
- 2.3 The Township shall make referrals to persons using the recycling container or anyone making inquiries regarding recycling to the MCEMD for information on recycling and waste reduction.
- 2.4 The Township shall include Macon County by name in any publicity and may use the County's name and logo in advertising or other forms of promotion in regards to the joint recycling program.
- 2.5 The Township shall clean up spilled waste near the recycling container and dispose of it properly.
- 2.6 The Township shall notify MCEMD of illegal dumping of waste at the site.
- 2.7 The Township shall notify MCEMD within one business day of discovering any injuries sustained by any person as a result of using the recycling container.
- 2.8 The Township shall notify MCEMD within one business day of discovering any damage to the recycling container.

3. COUNTY OBLIGATIONS

- 3.1 The County will purchase and retain ownership of the recycling container.
- 3.2 The County shall dictate what materials will be accepted for recycling in the recycling containers and will determine the frequency at which the recycling container is serviced.
- 3.3 The County shall provide an insured government-owned vehicle and a driver or, in its discretion, may contract out such services, to empty the recycling container at a recyclables processor of the County's choice.
- 3.4 A County representative shall work with the Township to publicize and implement the program.
- 3.5 The County shall provide information signage to the Township.

- 3.6 The County shall provide insurance coverage for the recycling container.
- 3.7 Macon County will investigate illegal dumping of waste and will provide guidance on how to dispose of illegal waste.

4. TERM

- 4.1 This Agreement shall be effective upon the last date that it is signed by the presiding officer of either the Macon County Board or the Township.
- 4.2 Either party may terminate this Agreement upon providing 30 days written notice to the other Party.
- 4.3 In the event of termination, the Township shall be responsible for its pro rata share of costs through the effective date of the termination.

5. CALCULATION OF FEES & COSTS

- 5.1 At the end of the County's fiscal year, MCEMD will compile all of the data received from the recyclables processor(s) during that year. Said data shall include the source of all recyclables delivered to the recyclables processor(s) by the County for processing so that MCEMD can determine the total weight of all recyclables attributable to a particular recycling container and its corresponding municipality. Said data shall also include the tipping fee amounts that were attributable to each recycling container and corresponding municipality.

The percentage of the weight of the recyclables attributable to each recycling container and its corresponding municipality will determine what portion of the Program Costs are attributable to each municipality.

5.3 ILLUSTRATIVE EXAMPLE

Municipality A, Municipality B, and Municipality C are each participating in this Agreement. In the fiscal year, all Program Costs are calculated. The total weight of the recyclables delivered to the recyclables processor(s) was 10 tons. Of the 10 tons, 5 tons were attributable to the County alone. 2.5 tons were attributable to Municipality A; 1 ton was attributable to Municipality B; and 0.5 ton was attributable to Municipality C.

Therefore, Municipality A's share would be 25% of the Program Costs. Municipality B's share would be 10% of the Program Costs. Municipality C's share would be equal to 5% of the Program Costs. During the first fiscal year (see below), the municipalities would be responsible for 15% of its share; 33% in the second fiscal year, and 50% in the third and subsequent fiscal years.

5.4 During the first fiscal year of this agreement (ending November 30, 2020), the Township's costs shall be 15% of its pro rata portion of the Total Program Costs for that year.

During the second year of this agreement (ending November 30, 2021), the Township's costs shall be 33% of its pro rata portion of the Total Program Costs for that year.

During the third and all subsequent years of this agreement (ending November 30, 2022 and subsequent years), the Township's costs shall be 50% of its pro rata portion of the Total Program Costs for that year.

6. INDEMNIFICATION

6.1 To the extent allowed by law, the County agrees to hold harmless the Township from the County's actions pursuant to this Agreement.

6.2 To the extent allowed by law, the Township shall hold harmless the County from the Township's actions pursuant to this Agreement.

7. ENTIRE AGREEMENT

The Village and the County acknowledge that the terms of this Agreement constitute the entire understanding and agreement between both parties regarding the subject matter of the IGA, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this Agreement shall be binding on either party. Both parties must agree to and execute any subsequent changes to this Agreement.

8. AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the governing bodies of the parties.

9. SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and should either party institute suit concerning this Agreement, venue shall be in the Sixth Judicial Circuit Court, Macon County, Illinois. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is

to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of the parties have participated in the preparation hereof.

10. BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective party's successors, heirs and assigns.

11. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

12. NOTICES

All notices, statements, modifications, amendments, demands, requests, consents, approvals, or authorizations hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid. Notices shall be addressed as follows:

If to the County:

Macon County
Attn: Macon County Environmental Management Department
141 S. Main Street, Room 408
Decatur, IL 62523

If to the Township:

Oakley Township
Attn: Jay Lawler
221 Sangamon Street
Oakley, IL 62501

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement through their duly authorized officers on the day set forth below.

THE COUNTY OF MACON

OAKLEY TOWNSHIP

Kevin Greenfield, Chair
Macon County Board




Jay Lawler, Township Supervisor
Oakley Township

ATTEST:

ATTEST:

Josh Tanner, Macon County Clerk



Laurie Sheets, Oakley Township Clerk

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

RESOLUTION NO. G-5100-03-20

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 12th day of March, 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

| | <u>From Account</u> | <u>To Account</u> | <u>Amount</u> | |
|----------------------|----------------------------|--------------------------|----------------------|-----------|
| 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
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-5102-03-20

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; and

WHEREAS, an immediate emergency exists in that, without the agreement to appropriate funds sufficient to cover the costs of the proposed recount, the disputed election will continue to cause economic harm to the County by virtue of prolonging the litigation.

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 12th day of March, 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-5103-03-20

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 contract attorneys who will take said cases; and

WHEREAS, the Public Defender has determined that \$60,000 would be sufficient to hire two attorneys for contract 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, an immediate emergency exists in that, without the amendment of the Public Defender's FY20 budget, the circuit court will have no choice but to appoint private counsel on a case-by-case basis, which will likely result in a larger cost to the County's general fund; 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 12th Day of March, 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