

MACON COUNTY BOARD MEETING
September 10, 2020, 6:00 P.M.
141 SOUTH MAIN, ROOM 514
DECATUR, ILLINOIS

Caucus meetings will begin at 5:30 p.m. – NOTE that caucus meetings will not be broadcast via phone, web or other method. Only board members who are physically present at the caucus meetings will be permitted to participate. Caucus meetings are open to members of the public who wish to attend in person.

Republican Caucus will be held on the 4th floor of the County Building (room 414).
Democratic Caucus will be held on the 8th floor of the County Building (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.

AGENDA FOR THE COUNTY BOARD MEETING AT 6 P.M.

Due to the COVID-19 pandemic and the Governor’s June 26, 2020, Disaster Declaration, the Governor’s Executive Orders (including, but not limited to, EO 2020-43) and section 7 of the Open Meetings Act (as amended by P.A. 101-640), this public meeting will permit but not require attendance by members of the Macon County Board by telepresence. Additionally, members of the public are allowed to physically attend, subject to the limitation that no more than 50 people may be allowed to be physically present in the meeting room. In the event that more than 50 people physically attend, preference will be given in the following order: to County Board members, then County staff, then to members of the press, then to members of the general public. Anyone not able to physically attend due to occupancy restrictions may listen to the meeting contemporaneously via the PodBean application described below.

Pursuant to section 7(e)(2) of the Open Meetings Act, the Chair of the County Board has determined that an in-person meeting is not practical or prudent because of the declared disaster. Therefore, County Board members that wish to attend telephonically may do so.

NOTICE TO THOSE ATTENDING IN PERSON

If you plan to physically attend the meeting:

- 1. Bring a mask/face covering.**
- 2. If you do not have a mask/face covering or refuse to properly wear one, you may be refused entry.**

Public comment will be permitted as described below.

Pursuant to section 7(e)(4) of the Open Meetings Act, the meeting will also be live streamed via the PodBean application. Anyone may access the live stream for free at <https://maconcountyboard.podbean.com>. Alternatively, anyone may download the free PodBean app from the Apple App Store or Android Google Play store. If you follow the Macon County Board in the application, you will receive a notification when the meeting goes live.

A verbatim record of the meeting will be made available on the Macon County website, co.macon.il.us, on the PodBean website and application immediately after the meeting’s conclusion.

1. CALL TO ORDER
2. ROLL CALL
3. OPENING PRAYER
4. PLEDGE OF ALLEGIANCE

Reminder – Pursuant to section 7(e)(6), as recently amended by PA 101-640, all votes conducted during this meeting must be conducted as a roll call vote.

5. APPROVAL OF MINUTES OF PRIOR MEETING
6. RECOGNITIONS
7. ZONING/SUBDIVISIONS
8. CORRESPONDENCE
9. CLAIMS

10. APPOINTMENTS

G-5179-09-20

Macon County Board Resolution Reappointment to Decatur Public Building Commission Board of Commissioners – Mark Chevron

G-5180-09-20

Macon County Board Resolution Appointment to Macon County Board of Health – Susan Krows

G-5181-09-20

Macon County Board Resolution Appointment to the Macon County Regional Planning Commission – Jeremy Buening

11. CONSENT CALENDAR

G-5182-09-20

Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent

12. JUSTICE COMMITTEE

G-5183-09-20

Macon County Board Resolution Authorizing Disposal of Surplus Property by the State's Attorney's Office

G-5184-09-20

Macon County Board Resolution Approving Intergovernmental Agreement for Macon County Sheriff's Police Services for the Village of Long Creek, Illinois

G-5185-09-20

Macon County Board Resolution Approving Renewal and Revision of License Agreement with Macon County Conservation District for Firearms Range Land

13. EEHW COMMITTEE

14. OPERATIONS AND PERSONNEL COMMITTEE

G-5186-09-20

Macon County Board Resolution Amending the County's Non-Discrimination and Anti-Harassment Policy

G-5187-09-20

Macon County Board Resolution Approving Appropriation of Funds for Macon County Auditor's Office Accounting System Upgrade

G-5188-09-20

Macon County Board Resolution Approving a Budget Amendment for Workforce Investment Solutions FY20 Budget – Community Foundation

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

Discussion of External Audit Findings Regarding the Office of the Macon County Treasurer and Potential Final Action on County Board Response to Said Findings

17. NEGOTIATIONS COMMITTEE

18. TRANSPORTATION COMMITTEE

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

22. CITIZENS' REMARKS

(Limited to 5 minutes per person and for a total of 20 minutes)

An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.

Additionally, pursuant to Executive Order 2020-43 and the Attorney General's Public Access Bureau Opinion 2020 PAC 62329, public comment will be accepted via email submissions from anyone who cannot or does not wish to attend physically. Such submissions must be received by the County Board at the email address jdurham@co.macon.il.us no later than 2 hours before the scheduled start time of the meeting. Comments received will be distributed to Board members at the meeting and made a part of the official records of the County Board on file with the County Clerk's Office.

23. OFFICEHOLDERS' REMARKS

24. OLD BUSINESS

25. NEW BUSINESS

26. CLOSED SESSION

27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION
RE-APPOINTMENT TO THE DECATUR PUBLIC BUILDING
COMMISSION BOARD OF COMMISSIONERS**

- Mark Cheviron

RESOLUTION NO. G-5179-09-20

WHEREAS, it is the desire of the Macon County Board Chairman to reappoint the following individual to the Decatur Public Building Commission Board of Commissioners for a term of five years:

Mark Cheviron
4010 S. Lake Ct
Decatur, Illinois 62521
Term Expires: October 31, 2025

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointment of Mark Cheviron to the Decatur Public Building Commission Board of Commissioners for a term of five years expiring October 31, 2025.

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

PRESENTED, PASSED, APPROVED this 10th day of September, 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
MACON COUNTY HEALTH BOARD**

- **Susan Krows**

RESOLUTION NO. G-5180-09-20

WHEREAS, it is the desire of the Macon County Board Chairman to appoint Susan Krows to the Macon County Health Board for a term of 3 years set to expire on the 31st day of May, 2023,

Susan Krows
2629 S. Pine Meadow Ct
Decatur, IL 62521
Term Expires: 5-31-23

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the above said individual is appointed to the Macon County Health Board for a term of three years set to expire May 31, 2023.

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

PRESENTED, PASSED and APPROVED this 10th day of September, 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**

- Jeremy Buening

RESOLUTION NO. G-5181-09-20

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 a 3 year term being vacated by the resignation of Mary Cave and set to expire 12-31-2022:

Jeremy Buening
5 N. Country Club Road
Decatur, Il 62521
Term Expires: 12-31-2022

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of Jeremy Buening for the Macon County Regional Planning Commission for the remainder of a 3 year term vacated by the resignation of Mary Cave and set to expire 12-31-2022.

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

PRESENTED, PASSED and APPROVED this 10th day of September, 2020.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin R. Greenfield, Chairman
Macon County Board

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

RESOLUTION NO. G-5182-09-20

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 10th day of September, 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

Macon County Monthly Resolution List - September 2020

08/25/2020

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
09-20-001	1019037B	SAL	ABW PROPERTIES LLC	04-12-10-452-011	820.50	0.00	7.50	63.00	450.00	0.00	300.00
09-20-002	1019054B	SAL	ABW PROPERTIES LLC	04-12-11-208-003	820.50	0.00	7.50	63.00	450.00	0.00	300.00
09-20-003	1019059B	SAL	ABW PROPERTIES LLC	04-12-11-426-012	820.50	0.00	7.50	63.00	450.00	0.00	300.00
09-20-004	201600033	SUR	SILSA LOPEZ, CFD	04-12-02-457-026	3,968.00	80.00	0.00	0.00	1,401.46	172.36	2,314.18
09-20-005	201600639	DEF-RED	CLYDE T. KILPATRICK	04-12-14-380-007	350.00	0.00	0.00	0.00	194.22	0.00	155.78
<i>Totals</i>					\$6,779.50	\$80.00	\$22.50	\$189.00	\$2,945.68	\$172.36	\$3,369.96

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Linda Zimmerman - 20th E.D.P.

Helena Brubaker - 20th E.D.P.

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[Handwritten signature]
[Handwritten signature]

Committee Members

County Clerk
 Recorder/Sec of State
 Recorder/Sec of State Fees
 Total to County

Clerk Fees
 Recorder/Sec of State Fees
 Total to County

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

Resolution No. G-5183-09-20

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

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

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

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

PRESENTED, PASSED, and APPROVED this 10th day of September, 2020.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A:

Motorola Flip Cell Phone with Charger –	Broken
Corded Mouse –	Obsolete
Corded Mouse –	Obsolete
Corded Mouse –	Obsolete
Corded Mouse –	Obsolete
Wireless Mice –	Broken
Wireless Mice –	Broken
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
Corded Keyboard –	Obsolete
HP Monitor S/N CNC641NS58 –	Broken
HP Compaq 4000 Pro Small Form Factor S/N 2UA1361QTT –	Computer has reach end of useful life
HP Compaq Pro 6300 Small Form Factor S/N 2UA3242DoJ –	Computer has reach end of useful life
VIN Power Digital Disc Burner S/N VIN6055713 –	Broken

**MACON COUNTY BOARD RESOLUTION
APPROVING INTERGOVERNMENTAL
AGREEMENT FOR MACON COUNTY
SHERIFF'S POLICE SERVICES FOR
THE VILLAGE OF LONG CREEK, ILLINOIS**

RESOLUTION NO. G-5184-09-20

WHEREAS, the Municipality is desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and the welfare of the citizens of the Municipality's jurisdiction, and

WHEREAS, the Municipality is desirous of a contractual agreement with the County and Sheriff and the Sheriff is willing to permit off-duty deputy sheriffs so as to provide the Municipality with adequate professional police services for the protection of the citizens of the Municipality as well as the citizens of the County as a whole.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, it is agreed by and between the Parties as follows:

1. The Municipality will employ off-duty Macon County Sheriff's deputies at a rate of \$29.00 per hour. These deputies will be considered employees of the Municipality when performing police duties for the Municipality.
2. The Municipality will maintain all insurance needed for a typical police agency including, but not limited to, general liability, Workers' Compensation and auto liability insurance. The Municipality will not be required to provide the off-duty sheriff's deputies with any type of personal medical, dental, vision, or life insurance.
3. The Municipality expressly indemnifies and holds harmless the County against any claim by any person or entity made against the County — either directly or indirectly — based on the actions of an off-duty Macon County deputy sheriff who is working for the Municipality pursuant to this Agreement. The Municipality expressly agrees to pay any legal fees incurred by the County in defending such a claim.
4. The Municipality will supply a vehicle to be used by the deputies when on duty in the Municipality. The Municipality will be responsible for the gas, oil, repairs and maintenance on the vehicle. The Municipality will pay for the police markings for such vehicle.
5. The Municipality will be responsible for 100% of the dispatch fees assessed by the Central Illinois Regional Dispatch Center (CIRDC) attributable to police services within the Municipality by a deputy sheriff operating pursuant to the terms of this Agreement. Said costs may be invoiced by the Sheriff's Office to the Municipality or may be directly invoiced by the CIRDC to the Municipality.
6. The Municipality will retain any and all traffic fines from traffic citations issued by the deputies while working for the Municipality, using traffic citation booklets issued by the Municipality.
7. Deputies working for the Municipality will stay in the Municipality's jurisdictional limits unless it is necessary for said deputies to assist other law enforcement agencies outside the

8. While deputies are working for the Municipality, they will be allowed to be in full Macon County Sheriff's uniform and use County issued equipment (including, but not limited to, weapons, duty belt, portable radio, etc.). The deputy will follow all guidelines of the Macon County Sheriff's Office Policy and Procedure Manual while employed by the Municipality as well as all rules of the Macon County Merit Commission.
9. The Municipality retains the right to excuse any deputy from their employment for any lawful reason. The Sheriff also reserves the right to prevent or dismiss any deputy from working for the Municipality for any lawful reason.
10. The Sheriff will provide all paperwork and forms with the exception of traffic citation booklets. Forms include, but are not limited to, offense reports, *Miranda* warnings, Notices to Appear, and domestic violence forms.
11. This Intergovernmental Agreement may be terminated at any time by the Municipality, the Sheriff, or the County Board should any Party feel that this Agreement is no longer desirable for either the Municipality or the County. This Intergovernmental Agreement may be amended by a mutual agreement of all Parties and executed with the formalities with which this Agreement was executed.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement on the dates set forth below. This Agreement shall take effect on the latest date of execution.

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

WHEREAS, the Finance Committee met on August 31, 2020; and

PRESENTED, PASSED AND APPROVED this 10th of September, 2020.


AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

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

Kevin Greenfield, Chairman
Macon County Board

By: 
Antonio D. Brown, Sheriff

Date: 9/10/2020

**INTERGOVERNMENTAL AGREEMENT
FOR
POLICE SERVICES
FOR
THE [VILLAGE OF LONGCREEK]**

This Intergovernmental Agreement is made between the County of Macon, Illinois (“County”), the Macon County Sheriff (“Sheriff”) and the [Village of Longcreek] (“Municipality”) (collectively “Parties”).

WITNESSETH

WHEREAS, the Municipality is desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and the welfare of the citizens of the Municipality’s jurisdiction, and

WHEREAS, the Municipality is desirous of a contractual agreement with the County and Sheriff and the Sheriff is willing to permit off-duty deputy sheriffs so as to provide the Municipality with adequate professional police services for the protection of the citizens of the Municipality as well as the citizens of the County as a whole.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, it is agreed by and between the Parties as follows:

1. The Municipality will employ off-duty Macon County Sheriff’s deputies at a rate of \$29.00 per hour. These deputies will be considered employees of the Municipality when performing police duties for the Municipality.
2. The Municipality will maintain all insurance needed for a typical police agency including, but not limited to, general liability, Workers’ Compensation and auto liability insurance. The Municipality will not be required to provide the off-duty sheriff’s deputies with any type of personal medical, dental, vision, or life insurance.
3. The Municipality expressly indemnifies and holds harmless the County against any claim by any person or entity made against the County — either directly or indirectly – based on the actions of an off-duty Macon County deputy sheriff who is working for the Municipality pursuant to this Agreement. The Municipality expressly agrees to pay any legal fees incurred by the County in defending such a claim.
4. The Municipality will supply a vehicle to be used by the deputies when on duty in the Municipality. The Municipality will be responsible for the gas, oil, repairs and maintenance on the vehicle. The Municipality will pay for the police markings for such vehicle.
5. The Municipality will be responsible for 100% of the dispatch fees assessed by the Central Illinois Regional Dispatch Center (CIRDC) attributable to police services within

the Municipality by a deputy sheriff operating pursuant to the terms of this Agreement. Said costs may be invoiced by the Sheriff's Office to the Municipality or may be directly invoiced by the CIRDC to the Municipality.

6. The Municipality will retain any and all traffic fines from traffic citations issued by the deputies while working for the Municipality, using traffic citation booklets issued by the Municipality.
7. Deputies working for the Municipality will stay in the Municipality's jurisdictional limits unless it is necessary for said deputies to assist other law enforcement agencies outside the Municipality's jurisdictional limits. The Sheriff understands that the deputies should remain in the limits of the Municipality unless absolutely needed in another area.
8. While deputies are working for the Municipality, they will be allowed to be in full Macon County Sheriff's uniform and use County issued equipment (including, but not limited to, weapons, duty belt, portable radio, etc.). The deputy will follow all guidelines of the Macon County Sheriff's Office Policy and Procedure Manual while employed by the Municipality as well as all rules of the Macon County Merit Commission.
9. The Municipality retains the right to excuse any deputy from their employment for any lawful reason. The Sheriff also reserves the right to prevent or dismiss any deputy from working for the Municipality for any lawful reason.
10. The Sheriff will provide all paperwork and forms with the exception of traffic citation booklets. Forms include, but are not limited to, offense reports, *Miranda* warnings, Notices to Appear, and domestic violence forms.
11. This Intergovernmental Agreement may be terminated at any time by the Municipality, the Sheriff, or the County Board should any Party feel that this Agreement is no longer desirable for either the Municipality or the County. This Intergovernmental Agreement may be amended by a mutual agreement of all Parties and executed with the formalities with which this Agreement was executed.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement on the dates set forth below. This Agreement shall take effect on the latest date of execution.

FOR THE MUNICIPALITY

ATTEST:

By: 
Chief Executive Officer


Municipality Clerk

Date: 7-13-2020

FOR THE COUNTY


ATTEST:

By: _____
Chair, Macon County Board

County Clerk

Date: _____

FOR THE SHERIFF

By:  _____
Antonio D. Brown, Sheriff

Date: 9/10/2020

**MACON COUNTY BOARD RESOLUTION
APPROVING RENEWAL AND REVISION OF
LICENSE AGREEMENT WITH MACON
COUNTY CONSERVATION DISTRICT FOR
FIREARMS RANGE LAND**

Resolution No. G-5185-09-20

WHEREAS, since 2004, the County has had a license agreement with the Macon County Conservation District for the use of certain land belonging to the District as a firearms shooting range for use by the Macon County Sheriff's Office for training and firearms qualification; and

WHEREAS, this License Agreement has been automatically renewing in a one-year periods since 2005; and

WHEREAS, the Sheriff's Office has indicated its desire to the District to make certain improvements to the range; and

WHEREAS, the District has approved such improvements and has made certain requests of the County to revise and update the License Agreement; and

WHEREAS, the Parties have negotiated said modifications to the License Agreement and the District has approved the updated License Agreement, attached to this resolution as Exhibit A and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that the updated License Agreement, as attached, is approved.

PRESENTED, PASSED, and APPROVED this 10th day of September, 2020

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

2020 Hilvety Range Improvements

Macon County proposes to make the following improvements to the Hilvety Range:

1. County will remove up to 100 feet of vegetation. It is intended that large trees shall remain in place, subject to such trees not interfering with the practical needs associated with the use of the land as a firearms range.
2. County will remove vegetation along the west side of the range's border so as to create and maintain clear line of sight between shooters and targets.
3. County will remove the elevated tower from the center of the range.
4. County will remove the tree to the west of the existing berm.
5. County will angle the side berm 45 degrees to the west and make improvements to the existing berm.
6. County will insert drainage tiles so as to divert water from the range area to the creek.
7. County will extend the parking area to the west.
8. County will pour a concrete pad (50' x 10') at the 100 yard line.
9. County will pour a concrete pad (50' x 10') at the 200 yard line.

Please refer to the attached labeled photo.

The County will cover 100% of the costs of improvements.

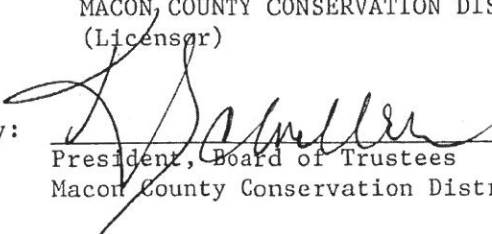
The County will abide by all federal, state, and local laws and regulations during the improvement process, including, but not limited to, compliance with prevailing wage rules.

The County commits to informing the District of any meetings related to planning of the improvements and scheduling of construction. The District will be invited to attend all such meetings.

The County further commits to obtaining approval from the District of any tree species that the County may cause to be planted on the site.

MACON COUNTY CONSERVATION DISTRICT
(Licensor)

by:



President, Board of Trustees
Macon County Conservation District

COUNTY OF MACON, ILLINOIS
(Licensee)

by:

Kevin R. Greenfield
Chair, Macon County Board

LICENSE AGREEMENT

This License, made and entered into this 19th day of August, 2020, between the MACON COUNTY CONSERVATION DISTRICT (DISTRICT or LICENSOR), a municipal corporation of the State of Illinois, as Licensor, and the COUNTY OF MACON, ILLINOIS (COUNTY or LICENSEE), a political and corporate body of the State of Illinois, as Licensee, WITNESSETH:

That the Licensor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Licensee, does by these presents, license to the Licensee an area within the following described land, to wit:

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), all in Section 15, Township 14 North, Range 2 East of the 3rd P.M., containing 80 acres, more or less, together with an easement and right-of-way twenty-five (25) feet in width off the entire East side of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 15, Township 14 North, Range 2 East of the 3rd P.M.,

(Premises) specifically designated as "AREA A" of the map attached hereto as Exhibit A and made a part hereof, from the 19th day of August, 2020, to the 31st day of December, 2021, and from year to year thereafter, unless not less than thirty (30) days prior written notice to terminate this License by either Party, as provided herein, is given to the other.

AND THE LICENSEE, in consideration of the use of the Premises as set forth above, covenants and agrees as follows:

THE LICENSEE SHALL:

1. Use said land for the exclusive purpose of training, using the same as a range for the use and firing of revolvers, pistols, shotguns, and rifles. Live ammunition may be used in said training, but said weapons may be fired only by authorized law enforcement officials.
2. Exclusively control said range through its Macon County Board, and said Macon County shall have complete responsibility for said operation.

3. Use said land for the aforesaid purpose only between the hours of 8:00 am and 9:00 pm.
4. In such use, completely observe the Range Standards & Firearm Safety Rules set forth in Exhibit B, attached hereto and made a part hereof.
5. Observe all ordinances, rules, and regulations of Licensor prescribed in writing and communicated to Licensee.
6. Keep all persons off the licensed Premises during operating hours of range use except those specifically authorized to be there for such training, provided that the District Director of Licensor or the official acting for him in his absence from the county may authorize individuals to go on the Premises, but only by making prior arrangements therefore with Licensee or its designee.
7. Hold the Licensor harmless from all loss, costs, and reasonable attorneys' fees due to the damages or claims therefore for property damage or personal injury arising out of Licensee's use of said land and to pay Licensor any sums it expends for insurance, or increase in premium of its other insurance, due to the activities hereunder to be permitted by Licensee; also to provide Licensor with a certificate of insurance in an amount not less than five million dollars (\$5,000,000.00), insuring against liability for the use of the Premises as a gun range and naming Licensor as an additional insured.
8. Make no alterations to the Premises, which includes, but is not limited to, buildings on said Premises, placing or removing fill from roads, altering the drainage, etc., unless the same is approved in advance in writing by the Licensor. Licensee may use the buildings on the Premises and if so used shall maintain said buildings in as good a condition as they were at the beginning of the license period, ordinary wear and tear excepted.
9. Keep the Premises in a neat, orderly, and sanitary condition.

10. Provide and maintain adequate sanitary facilities.
11. Erect and provide targets and other appurtenances for operation hereunder which provide a safe environment for users and adjacent property, and only such as can be removed without damage to the property.
12. Permit no dumping or burning on said Premises.
13. Provide adequate protection to prevent fires on or adjacent to the property.
14. Use only legally certified range instructors for such training and provide the Licensor with their names and qualifications.
15. Allow no firing of live ammunition except in the presence of certified range instructors.
16. Have at least one certified range instructor present when hiring is done by other officers.
17. Provide for and pay for the removal of any trash, shells, etc. On at least a monthly basis.
18. Pay all utility costs relative to the use of said Premises.
19. There shall be no hunting, trapping, or collecting animals or plants on the property.
20. When this License is terminated, return the property to Licensor in an environmentally safe condition and remove such buildings, objects, or equipment placed on the Premises as Licensor designates.
21. Defend and hold harmless Licensor in regard to any suit resulting from Licensee's use and occupation of the Premises.

OTHER PROVISIONS:

1. This License may be terminated by either party upon thirty (30) days written notice served upon the other. Such written notice shall be served either by certified mail, return

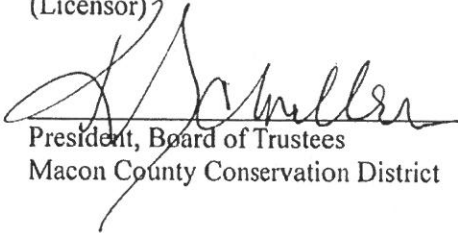
receipt requested or by personal receipted delivery. Notices shall be effective when received.

2. No hunting is permitted on the Premises unless it is done under the direction and supervision of the district. The terms of this License do not permit hunting by the Licensee or any of its employees, agents, or invitees. Licensee has an obligation under this License to enforce this "no hunting" provision, but the Licensor reserves the right to enter upon the Premises to assure that these rules are not violated by the public or others.

IN WITNESS WHEREOF, the parties have executed this License effective the day and year first above written.

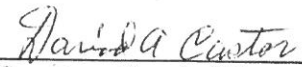
MACON COUNTY CONSERVATION DISTRICT
(Licensor)

by:



President, Board of Trustees
Macon County Conservation District

ATTEST:



Secretary, Board of Trustees
Macon County Conservation District

COUNTY OF MACON, ILLINOIS
(Licensee)

By:

Kevin R. Greenfield
Chair, Macon County Board

ATTEST:

Josh Tanner
Macon County Clerk

EXHIBIT A



Rock 7

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EXHIBIT B

RANGE STANDARDS

1. Procedures and/or regulations should be promulgated to assure the safe and efficient operation of the range.
2. Only state approved firearms instructors should conduct by arms training sponsored by the training academies or Mobile Team Units.
3. The range master, and in his absence the designated firearms instructor, is responsible for the safety and efficient operation of the range and the general welfare and safety of the protestants,
4. A safety acceptance inspection should be performed by the range master prior to each use of the range.
5. All weapons, used in firearms training, are subject to inspection at any time by the range staff.
6. The range facility should support all the weapon systems fired on the range.
7. All ranges shall require ear and eye protection to be worn by personnel on the range.
8. Warning signs should be conspicuously posted in bold letters around the perimeter of the range, including the boundaries adjacent to the roadway(s), points of entry, vicinity of the firing area and the outside limits.
9. Safety rules need to be posted at the range, available to the public and participants.
10. A red light and/or red flag shall be displayed when firearms training is in process.
11. Only a range that has certification for night firing practicals, including available lighting, is authorized for night shoots.

12. Range facilities with electrical outlets, light fixtures, communications, etc., shall be serviceable.
13. Range should be oriented in a safe direction.
14. Safety zone should be uninhabited.
15. The height, slope and length of the impact area and the side berms shall meet all safety standards to avoid personal injury and property damage. Side berms are of advisable, but not required, provided the ranges away from populated areas.
16. Flat, level terrain, composed of soft soil is to be used to reduce the impact area as a result of ricochets.
17. Impact area should be clear of all exposed rocks, cans, metal, bottles and other foreign objects.
18. The spacing Avenue the firing stations (points) shall be sufficient to assure the safety and efficient range operations and the safety of the participants.
19. Gun target lines shall be within safe limits and visible from the firing stations (points) and the positions on the line.
20. Target area shall provide for realistic training, including combat shooting.
21. Cover and concealment, used for firing, should be permanently affixed or be of portable construction. If permanent, it should be affixed to the ground. If temporary, it should be securely braced to ensure shooter safety.
22. An area shall be designated as the assembly area and shall be located within safe distance from the firing line.
23. The range observation post position shall allow the range master clear and unrestricted vision of all areas within the confines of the range shooting stations.

24. The range shall include a public address system or a sound amplification system capable of transmitting instructions to all areas of the range to enable the participant to hear commands while wearing ear protectors in place.
25. Range commands must be uniform and consistent in order to ensure understanding by all shooters.
26. When the command to cease-fire is given, all firing must immediately cease.
27. At the end of the course of fire and upon command of a range officer, all shooters should conduct a safety check of weapons.
28. There shall be telephone or radio communication available to the range staff
29. Names and telephone numbers of hospitals and ambulance services shall be posted at the range.
30. A range shall have a complete, industrial type 1st aid kit with immediate accessibility to the range staff and participants
31. Fire extinguishers shall be at the range and readily available.
32. Restrooms and drinking water shall be either available at the range or within close proximity.
33. No smoking shall be permitted on the range.
34. No alcoholic beverages shall be permitted on the range Premises at any time.
35. Any participant taking prescribed drugs or other medication shall report to the range master or firearms instructor prior to firearms training.
36. Environmental considerations and a health monitoring system should be in effect.
37. If appropriate, a range atmospheric led monitoring program shall be implemented.
38. The range and individual agency shall be protected with liability insurance.

39. All discharges of a weapon which cause, or have the potential to cause, personal injury or property damage will be reported to the Academy Director or Mobile Team Director immediately, to be followed immediately with a telephone call and a written report to the Board Executive Director. The Executive Director will have the option of making an independent and Corey.
40. Any additional interpretation of safety, efficient operation, general welfare and safety of the participants should be at the discretion of the Academy Directors, Mobile Team Directors and/or their Range Designees.

DEFINITIONS

SAFETY ACCEPTANCE INSPECTION:

On-site inspection/review of the entire range facility is mandatory for any range designated for Board approved and/or certified firearms training by Training Academies and Mobile Team Units. A Board representative will be designated to conduct an on-site inspection and to assure the safety and efficient operation and the general welfare and safety of the participants.

A safety acceptance inspection is also required to be conducted by the range master on a regular basis prior to using the range.

RANGE MASTER:

Individual who shall be in charge of all instruction on the firing line. He/she shall certify, to the Executive Director of the Board, and/or the Deputy Director that the range to be used is safe for all phases of the required practice and qualification firing. He/she also supervises and details the designated range instructors.

FIREARMS INSTRUCTOR/OFFICER:

All individuals participating/teaching firearms training courses approved and certified by the Board. These instructors must be approved by the Police Training Board prior to instructing. Responsibility is to assist the range master.

WARNING SIGNS:

Notice to the general public and participants of the danger and hazards of live fire.
Advise the general public of the trespassing violations.

SAFETY ZONE:

Includes, but is not limited to, the area behind the targets, to the right and left of the targets, the distances between shooters and the assembly area.

IMPACT AREA:

Area designated to contain the projectile.

TARGET AREA:

Designated area that houses the target system and targets under normal course of fire.

GUN TARGET LINES:

The trajectory that the projectile travels from the weapon to the point of impact. Safe limits are interpreted as sufficient distances to prevent bodily and property damage.

SAFE DIRECTION (RANGE):

Recommended direction is North and South to avoid the rising and setting sun to be in the face of the shooters. However, safety discretion requires that the range be constructed to prevent projectiles from causing bodily injury or property damage and to avoid the inconvenience to individuals, private property, or surrounding facilities.

FIRING POINT SPACING:

Firing points should be approximately six (6) feet from the center to center of firing stations in order to maintain a safe posture.

USE OF COVER AND CONCEALMENT:

Portable or fixed objects used by participants during course of fire to simulate protective areas during simulated combat shootings.

RANGE OBSERVATION POST/POSITION:

A designated area, either fixed or temporary, that the range master (or designee) uses to observe the participants during live fire.

WEAPON SYSTEMS:

All weapons, including revolvers, semiautomatic pistols, shotguns, long guns, full automatic weapons, etc., that are fired.

COMBAT SHOOTING:

Firearms training using simulated cover and concealment exercises geared to train officers to respond with good judgment, speed, accuracy, and safety.

FIREARMS SAFETY RULES

A. Observe all standard safety rules pertaining to firearms.

THE CARDINAL RULES ARE:

1. Treat all guns as though they are loaded.
2. Never point a firearm at anyone unless you are justified in killing that person.

B. Specific rules pertaining to the revolver/semiautomatic.

1. All firearms training must be properly and adequately supervised by someone in authority. All safety precautions must be adhered to and enforced.
2. Strictest discipline must be maintained. Carelessness and thoughtlessness cannot, and must not, be tolerated during firearms training.
3. Immediately on picking up a firearm, open the cylinder or action and check to see that it is unloaded — check it again.
4. Never give a firearm to, or take a firearm from, anyone unless the cylinder or action is open.
5. Never anticipate a command.
6. Be sure there is no obstruction in the barrel of a firearm before loading.
7. Load only after position is taken at the firing point and the command is given to load.
8. Unload when, and as, instructed.
9. Keep the firearm pointed down range at all times.
10. Never draw a weapon from the holster, or re-holster, with the finger in the trigger guard.
11. No smoking on the firing line.

12. No talking on the firing line, including shooters on the firing line, except by instructors.
13. Never let the hammer down on a live cartridge without placing the thumb in front of the hammer and releasing the trigger.
14. Never permit the muzzle of a firearm to touch the ground.
15. Never remove a weapon from the holster unless directed by the instructor.
16. In case of a misfire, keep the firearm pointed down range at least 10 seconds for opening the cylinder or action.
17. Never fire a succeeding shot after a malfunction without first using the malfunction drills, and if necessary, unloading and checking the barrel for obstructions.
18. Never go in front of the firing line until the firing line has been cleared and the command to go for it is given
19. Never dry fire on the range except under the supervision of an instructor.
20. Where required ear and eye protection on the range.
21. When the command to cease-fire is given, all firing must immediately cease.
22. Any additional interpretation of safety, efficient operation, general welfare and safety of the participants should be at the discretion of the Academy Directors, Mobile Team Directors and/or range designees.

**MACON COUNTY BOARD RESOLUTION
AMENDING THE COUNTY'S NON-
DISCRIMINATION AND ANTI-
HARASSMENT POLICY**

Resolution No. G-5186-09-20

WHEREAS, the Macon County Board adopted Resolution G-4761-01-18 on January 2018, thereby adopting a Non-Discrimination and Anti-Harassment Policy for Macon County; and

WHEREAS, the Illinois General Assembly subsequently enacted Public Act 101-0221, requiring certain amendments to be made to the non-discrimination and anti-harassment policies adopted by units of local government.

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

Section 1. The Macon County Non-Discrimination and Anti-Harassment Policy is amended as set forth in Exhibit A to this Resolution.

PRESENTED, PASSED, and APPROVED this 10th day of September, 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
NON-DISCRIMINATION AND
ANTI-HARASSMENT POLICY

INTRODUCTION

Macon County is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, Macon County expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, officer, official and agent of Macon County as well as anyone using the Macon County facilities, to refrain from sexual and other harassment. Macon County will not tolerate sexual or any other type of harassment of or by any of its employees and elected officials. Actions, words, jokes, or comments based on an individual's sex, race, national origin, age, religion, sexual orientation, civil union partnership, or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, sexual orientation, civil union partnership, or any other protected characteristic, from participation in business or work-related social activities or discussions in order to avoid allegations of harassment. Federal and State laws and the policies of Macon County prohibit disparate treatment on the basis of sex, sexual orientation, civil union partnership, or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

USEFUL TERMS AND CONTACT INFORMATION

- County Board Office – The office of the County Board Chair, 141 S. Main St., 5th Floor, Decatur; 217-424-1472.
- Department Head – Varies by County Department, Office or Agency. Used to refer to the highest ranking person in an employee's department, office or agency. This person will typically be an elected official or a duly appointed department head.
- Employee – Any person employed by the County of Macon, whether that person works in a department of the County Board, the office of an elected office holder, or for a board possessing internal control authority. Also includes, for the purposes of this Non-Discrimination and Anti-Harassment Policy, those persons employed by

State officers whose employees are paid by the County of Macon (e.g., employees of the State's Attorney or Circuit Clerk). Pursuant to 5 ILCS 430/70-5(a), this Non-Discrimination and Anti-Harassment Policy is applicable to all County departments, offices and agencies, regardless of any internal control authority possessed by any elected office holder or board. The term employee covers any full-time, part-time, or contractual employee. The fact that a person is a Supervisor or Department Head shall not be understood to mean that that person is not also an employee.

- Human Resource Manager – Refers to the human resources specialist employed by the Macon County Auditor's Office, 141 S. Main St., 3rd Floor, Decatur; 217-425-5722.
- State's Attorney – 253 E. Wood St., 4th Floor, Decatur; 217-424-1400.
- Supervisor – Varies by County Department, Office or Agency. Used to refer to an employee's immediate supervisor within his/her department, office or agency.

DEFINITIONS OF HARASSMENT

1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:
 - a. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
 - b. Submission to or rejection of the conduct is used as the basis for employment decision affecting the harassed employee; or
 - c. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment that is intimidating, hostile, or offensive to the employee.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail).

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or that of his/her relatives, friends or associates because of his/her/their race, color, religion, sex, sexual orientation, civil union

partnership, age, national origin, disability or any other characteristic protected by law, and that (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events.

Any employee engaging in practices or conduct constituting sexual harassment, discrimination or harassment of any kind shall be subject to disciplinary action, up to and including discharge.

This Non-Discrimination and Anti-Harassment Policy shall apply in situations wherein an elected official alleges sexual harassment by another elected official. In such cases, the matter shall be referred to the Illinois Department of Human Rights for an independent review.

RETALIATION IS PROHIBITED

Macon County prohibits retaliation against any individual who reports discrimination or harassment, participates in an investigation of such reports, or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, for participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

Pursuant to the Illinois Whistleblower Act, an employer may not retaliate against an employee who reports a sexual harassment claim where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation.

The Illinois Human Rights Act provides that it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in the employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

REPORTING PROCEDURE

Macon County strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have been proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, Macon County strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to the offending person, your supervisor, your Department Head, the Human Resource Manager, the County Board Office, and/or the State's Attorney. See the "Reporting Chain of Command" at the end of this policy for a breakdown of the typical reporting procedure. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, e-mails, and telephone message can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

- **Direct Communication with Offender:** If there is harassing or discriminatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee, you should clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of the individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.
- **Report to Supervisor/Department Head/Human Resource Manager:** At the same time direct communication with the offender is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your Supervisor, Department Head, or Human Resource Manager. If you feel uncomfortable reporting the behavior to your Supervisor and/or Department Head, or if your Supervisor and/or Department Head is the source of the problem, condones the problem or ignores the problem, report it directly to Human Resource Manager. If the Human Resource Manager is the source of the problem, condones the problem, or ignores the problem, you should report it to the County Board Office.
- **Report to the County Board Office/State's Attorney:** An employee may also report incidents of harassment or discrimination directly to the County Board Office. The County Board Chairman or his designee will promptly investigate the facts and take

corrective action when the allegation is determined to be valid. If your complaint alleges harassment by the County Board Chairman, or if the County Board Chairman condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the State's Attorney. An investigation will be conducted and appropriate action will be taken when an allegation is determined to be valid. At no time will personnel involved in the alleged harassment conduct the investigation.

- **Outside Reporting:** All employees also have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

HARASSMENT ALLEGATIONS AGAINST NON-EMPLOYEES/THIRD PARTIES

If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer or person using Macon County facilities, the Human Resource Manager will investigate the incident(s) and determine the appropriate action, if any. Macon County will make reasonable effort to protect you from further contact with such persons. Please recognize, however, that Macon County has limited control over the actions of non-employees.

Important Notice to All Employees: Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this reporting procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.

RESPONSIBILITY OF SUPERVISORS AND WITNESSES

Any supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any employee should immediately advise the Department Head who will investigate the conduct and resolve the matter as soon as possible.

All employees are encouraged to report incidents of harassment, regardless of who the offender may be or whether or not you are the intended victim.

THE INVESTIGATION

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. Macon County will make every reasonable ~~efforts~~ effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Macon County reserves the right and hereby provides notice that third-parties may be sued to investigate claims of harassment. You must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to an including termination.

RESPONSIVE ACTION

Macon County will determine what constitutes harassment, discrimination or retaliation based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Macon County believes appropriate under the circumstances.

FALSE AND FRIVOLOUS COMPLAINTS

Given the possibility of serious consequences for an individual accused of sexual harassment, complaints that are made in bad faith or that are otherwise false or frivolous shall be considered to be misconduct and may result in disciplinary action, up to and including dismissal.

Discrimination & Harassment

Reporting Chain of Command

State's Attorney

253 E. Wood St. (Courthouse), 4th Floor
424-1400



County Board Office

(County Board Chair)
141 S. Main St. (County Building), 5th Floor
424-1472



Human Resource Manager

141 S. Main St. (County Building), 3rd Floor (Auditor's Office)
425-5722



Your Department Head

(Elected Official or Department Director)



Your Immediate Supervisor

Appendix A

Macon County

Employee Acknowledgement

I, the undersigned employee, acknowledge that I received a copy of Macon County's Non-Discrimination and Anti-Harassment Policy, completed the annual training, and understand the reporting chain of command.

I agree to read and become familiar with the contents of the policy. I will ask my supervisor about any items that are unclear to me.

I understand the Non-Discrimination and Anti-Harassment Policy may change at any time and I may be required to adjust my work habits accordingly.

Employee Name (Printed)

Employee Signature

Date

Appendix B

**MACON COUNTY BOARD RESOLUTION
APPROVING APPROPRIATION OF FUNDS FOR
MACON COUNTY AUDITOR'S OFFICE
ACCOUNTING SYSTEM UPGRADE**

RESOLUTION NO. G-5187-09-20

WHEREAS, The Auditor's Office is the general accountant for Macon County and maintains all general ledger management, audits all claims and receipts, insures compliance with budget spending, and processes payroll; and

WHEREAS, the current software used by the Auditor's Office was purchased in 2016 and we have been informed by the provider that the payroll module of the accounting package will no longer be supported effective July, 2021; and

WHEREAS, payroll is a very important piece of our accounting system, we have explored other options to replace the payroll piece alone or to upgrade and replace the current accounting system; and

WHEREAS, the Operations and Personnel Committee considered this resolution on August 24, 2020 and recommended for approval to the Finance Committee that the quote from DWD Technology Group, as attached, for the purchase of MIP Fund Accounting (MIP) for up to \$73,000 was the best option at this time; and

WHEREAS, the Finance Committee also considered this resolution on August 31, 2020 and recommended approval; and

WHEREAS, surplus rent funds have been returned from the Decatur Public Building Commission to Macon County for the last few years, and it has been interpreted that these funds, under the Public Building Commission Act, 50 ILCS 20/1 et seq (PBC Act) may be used to furnish and equip buildings, improvements, and other facilities used for the conduct of the functions of government and maintain and operate them: and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve the purchase of an accounting system from DWD Technology Group, as attached, for the price of up to Seventy-Three Thousand Dollars (\$73,000) for the Macon County Auditor's Office, to be paid out of the Decatur Public Building Commission Lease Fund as follows:

Expenditure Line 042-000-9046-000 Software	\$ 73,000
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BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 10th day of September, 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

	Initial Price	Ongoing annual fees	Used by Other IL Counties
1) Computer Information Concepts (CIC) Greeley, CO	\$ 100,100	\$ 18,540	Moultrie, Coles, Effingham, Logan, LaSalle
		\$ 2,700	
		\$ 21,240	
2) Financial Edge - Current Provider Payroll module will go away 7/31/21 ** Zobrio is the re-seller, St. Louis MO	\$	\$ 22,089	Adams, Livingston, Christian
		\$ 40,000	
		\$ 62,089	
3) MIP Fund Accounting DWD Consulting is the reseller Ft Wayne, IN Total first year	software \$23,628 training \$44,450 cloud set up \$1,545 \$ 69,623	\$ 23,628	Tazewell, Vermillion, Macoupin, Kankakee (acctg only)
4) Accufund BW Consulting is the reseller - Colorado	\$ 32,915 \$ 19,284	\$ 6,125 if hosted on our server \$ 19,284 if cloud based	no counties in IL
5) Denali Ascent Cougar Mtn Software, Boise, ID	\$ 15,284 \$	\$ 3,060 cloud based \$ 1,500 annual fees \$ 4,560	no counties in IL

** Outsourcing payroll by Prime Pay is the suggested solution \$2.95 - \$3.95 per person per pay, would be an additional \$40,000 - \$50,000 per year

**MACON COUNTY BOARD RESOLUTION
APPROVING A BUDGET AMENDMENT FOR
WORKFORCE INVESTMENT SOLUTIONS FY'20
BUDGET – Community Foundation**

RESOLUTION NO. G-5188-09-20

WHEREAS, the Operations & Personnel Committee met on 8/24/2020 and the Finance Committee met on 8/31/2020 and both committees were presented with a request to amend the Workforce Investment Solutions budget for FY'20; and

WHEREAS, Workforce Investment Solutions has been awarded a grant from the Community Foundation of Decatur and Macon County in the amount of \$98,500.00 for the period of July 1, 2020 – June 30, 2021; and

WHEREAS, this grant is included in Workforce Investment Solutions Department 075 and assigned Grant ID 983 and Project ID 98320; and

WHEREAS, an emergency exists whereby if the budget is not amended, valuable grant funds will be lost.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves amending the Workforce Investment Solutions FY20 Budget as follows:

Increased Revenue:	075-983-4500-000-982-98320	\$ 98,500.00
Increased Expenses:	075-983-5010-000-98320	\$ 1,500.00 (Director Wage)
	075-983-5597-000-98320	\$ 5,000.00 (WIS Counselor Wage)
	075-983-5465-000-98320	\$ 1,000.00 (Support Staff Wage)
	075-983-6011-000-98320	675.00 (Social Security)
	075-983-6012-000-98320	825.00 (IMRF)
	075-983-7190-000-98320	\$ 64,000.00 (Vocational Training)
	075-983-7540-000-98320	\$ 5,000.00 (Support Svs.)
	075-983-7550-000-98320	\$ 20,000.00 (Work Experience)
	075-983-8020-000-98320	\$ 500.00 (Supplies)

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

PRESENTED, PASSED, APPROVED this 10th day of September, 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