

**AGENDA
MACON COUNTY BOARD MEETING**

March 10, 2022, 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.

- 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-1241-03-22
Macon County Board Resolution Approving A Petition Filed by Drew & Brittany Burrows Requesting a Special Use Permit to Use the Property as a Venue for Weddings and Personal Events in (A-1) Agricultural Zoning
- 8. CORRESPONDENCE**
- 9. CLAIMS**

10. **APPOINTMENTS**
 G-5371-03-22 **Macon County Board Resolution Appointment to Macon Mosquito Abatement Board – Greg Foley**
- G-5383-03-22 **Macon County Board Resolution Appointment to the Empowerment Opportunity Center (formerly DMCOB) Board of Directors – Kevin Greenfield**
11. **CONSENT CALENDAR**
12. **JUSTICE COMMITTEE**
 G-5372-03-22 **Macon County Board Resolution Authorizing Disposal of Surplus Property by the Circuit Clerk’s Office**
- G-5373-03-22 **Macon County Board Resolution Amending the Rules, Regulations, and Requirements of the Macon County Merit Commission for the Macon County Sheriff’s Office**
13. **EEHW COMMITTEE**
 G-5374-03-22 **Macon County Board Resolution Approving New Fees for the Cottage Food Operations in Macon County**
- G-5375-03-22 **Macon County Board Resolution Approving Lease Renewal at 1710, 1750, & 1760 N. 21st Street, Between Wicker Real Estate Trust and Macon County Environmental Management**
14. **OPERATIONS AND PERSONNEL COMMITTEE**
 G-5376-03-22 **Macon County Board Resolution Approving a Budget Amendment or Workforce Investment Solutions FY22 Budget – Illinois Works Grant**
15. **LEGISLATIVE COMMITTEE**
16. **FINANCE COMMITTEE**
 G-5377-03-22 **Macon County Board Resolution Authorizing Plan to Execute Fiber Optic Project within Macon County with Shelby Electric as Provider and Finley Electric as Support that Falls Under the American Rescue Plan Act Guidance**
- G-5378-03-22 **Macon County Board Resolution Approving Intergovernmental Agreement Between Macon County Board and Oakley Township Board for Township Assessing**
- G-5379-03-22 **Macon County Board Resolution Approving Intergovernmental Agreement Between Macon County Board and Long Creek Township Board for Township Assessing**
- G-5380-03-22 **Macon County Board Resolution Approving Intergovernmental Agreement Between Macon County Board and Hickory Point Township Board for Township Assessing**
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.
- 23. **OFFICEHOLDERS' REMARKS**
- 24. **OLD BUSINESS**
- 25. **NEW BUSINESS**
Note: these resolutions did not go through oversight committee, so Board Rules will be suspended for consideration and vote
 - G-5381-03-22 **Macon County Board Resolution to Execute Deed to Convey Property in which Taxes were Delinquent**
 - G-5382-03-22 **Macon County Board Resolution Authorizing Disposal of Surplus Property by the Treasurer's Office**
- 26. **CLOSED SESSION**
- 27. **ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE S-02-02-22 A PETITION
REQUESTING A SPECIAL USE PERMIT
SUBMITTED BY DREW AND BRITTANY BURROWS.**

RESOLUTION NO. Z-1241-03-22

WHEREAS a petition filed by Drew and Brittany Burrows requesting a Special Use Permit to use the property as a venue for weddings and personal events in (A-1) Agricultural Zoning. The property is situated on 5.0 acres and is legally described as:

That part of the North 1/2, of the Southwest 1/4, of Section 14, Township 18 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, described as follows:

Beginning at a point on the West line of the Southwest 1/4, of said Section 14, said point lying 230.50 feet South of the Northwest corner of the Southwest 1/4, of said Section 14; thence S. 89 degrees 33' 42" E, 722.00 feet; thence N. 0 degrees 26' 18" E., 105.50 feet; thence S. 89 degrees 33' 42" E., 588.00 feet, thence S. 0 degrees 26' 18" W., 418.00 feet; thence N. 89 degrees 33' 42" W., 275.00 feet; thence N. 0 degrees 26' 18" E., 254 feet; thence N. 89 degrees 33' 42" W., 1035.00 feet to a point on the West line of the Southwest 1/4, of said Section 14; thence N. 0 degrees 26' 18" E., 67.50 feet along said West line to the point of beginning, as per Plat of Survey dated January 15, 2008, by Robert L. Cox, Illinois Professional Land Surveyor No. 2442. Situated in Macon County, Illinois.

This property is commonly known as 12950 Connors Road, Argenta, IL 62501 Friends Creek Township PIN 05-03-14-100-005.

WHEREAS, at the required public hearing on February 16, 2022 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. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
3. Building permits shall be obtained as required.
4. There shall be no parking on the country roads for any events. Ample parking shall be provided to handle all events on the property.

5. Proof, within 60 days, from an Illinois Department of Public Health Licensed Septic Installer to show that the current septic systems are adequate for all of the events handled by the commercial business. If current systems are not adequately sized, according to code, new private sewage disposal systems must be installed to meet the demand and requirements. Permanent bathroom facilities shall be built on site.
6. Within 60 days, all private water systems will need to be properly construed, and tested yearly to ensure the supply is potable. If said property has events more than 60 days a year, a Non-Community Public Water Supply application must be applied for through Illinois Department of Public Health.
7. If any food is prepared and served at said property, a Macon County Food License will be required and needs to be obtained within 60 days. Licensed catering companies/ businesses from certified kitchens will be approved.
8. Said property and all operations shall be in compliance at all times with all applicable federal, state, and local laws and regulations. Failure to be in compliance may result in the suspension or revocation of this special use permit.
9. Hours of operation for business is 8:00 a.m. to 12:00 a.m., 7 days a week.
10. The maximum occupancy number for the property shall be 300 guests per event.
11. The special use permit shall be for a 2 year period beginning March 10, 2022 and ending March 14, 2024.
12. The Special Use Permit holders are required to apply for a renewal of this special use permit on or before January 3, 2024. Upon a timely application being made, the Zoning Board of Appeals shall hear evidence and testimony regarding compliance with the terms of this special use permit and shall also consider all of the relevant matters related to the issuance of a special use permit and recommended to the County Board whether the renewal should be granted or denied.

WHEREAS, on February 24, 2022 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting a Special Use Permit to use the property as a venue for weddings and personal events in (A-1) Agricultural Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to Approve the petition requesting a Special Use Permit to use the property as a venue for weddings and personal events in (A-1) Agricultural Zoning with the above stipulations recommended by the Zoning Board of Appeals.

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

PRESENTED, PASSED, and APPROVED this 10th day of March 2022.

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
MOSQUITO ABATEMENT DISTRICT
- Greg Foley**

RESOLUTION NO. G-5371-03-22

WHEREAS, it is the recommendation of the Board Chairman to appoint the following individual to the Macon Mosquito Abatement District for a 4 year term set to expire December 31, 2025.

Greg Foley
725 Weaver Rd
Decatur, IL 62535
Term Expires: 12-31-25

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of Greg Foley to the Macon Mosquito Abatement District to the remainder of a four year term set to expire December 31, 2025.

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

PRESENTED, PASSED, APPROVED this 10th day of March, 2022

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 EMPOWERMENT
OPPORTUNITY CENTER
(FORMERLY DMCOB)
BOARD OF DIRECTORS
- Kevin Greenfield**

RESOLUTION NO. G-5383-03-22

WHEREAS, it is the desire of the Macon County Board Chairman to appoint the following individual to the Empowerment Opportunity Center (formerly DMCOB) Board of Directors for the remainder of a 4 year term being vacated by the resignation of Jim Gresham set to expire 11-30-22

Kevin Greenfield
3205 S. Point Pleasant Rd
Decatur IL 62521
Term Expires: 11-30-22

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of Kevin Greenfield to the Empowerment Opportunity Center (formerly DMCOB) Board of Directors for the remainder of a four year term set to expire November 30, 2022

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

PRESENTED, PASSED, APPROVED this 10th day of March, 2022

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD
RESOLUTION AUTHORIZING
DISPOSAL OF SURPLUS PROPERTY
BY THE CIRCUIT CLERK'S OFFICE**

Resolution No. G-5372-03-22

WHEREAS, the Macon County Circuit Clerk'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 Circuit Clerk's Office or any other County department; and

WHEREAS, the Macon County Circuit Clerk 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 Circuit Clerk'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 March, 2022.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A:	
Network-Cisco 2960-FOC1348V4AU	Obsolete
Network-Cisco 2970-CAT0827YO44	Obsolete
Network-ASA-5510-JMX1243L28L	Obsolete
Network-3560-FOC1405Z6MD	Obsolete
Network-3750-COMA410BRA	Obsolete
Server-HPDL180g6-MXQ93904TR	Obsolete
Server-HP-DL160j6-MXQ1360DWG	Obsolete
Server-IBM P720-218530V	Obsolete
Server-IBM-X3550-2100DOD	Obsolete
Server-IBM-7226-1U3-68-PF217	Obsolete
Printer-HP P2035n-CNB9T21641	Broken
Keyboards-HP	Broken
Mouse (multiple)	Broken
Hard Drive (51) IBM/HP	Obsolete
Microfilm-Kodak 2400-DSV33009374	Obsolete
Printer Kodak-31182483	And Broken
IBM typewriter (2) SN: 11-0003332	Broken
SN: 11-0015639	Broken
Electric Sealer-Justrite SN: 081624	Broken

**MACON COUNTY BOARD RESOLUTION
AMENDING THE RULES, REGULATIONS, AND
REQUIREMENTS OF THE MACON COUNTY
MERIT COMMISSION FOR THE MACON COUNTY
SHERIFF'S OFFICE**

RESOLUTION NO. G-5373-03-22

WHEREAS, the Macon County has adopted and implemented a merit system as provided by the Sheriff's Merit System Law (55 ILCS 5/3-8001, et seq.); and

WHEREAS, the Macon County Merit Commission was created fulfill the requirements of that law; and

WHEREAS, the Macon County Merit Commission has adopted certain rules, regulations, and requirements governing the hiring and promotion of sworn officers of the Macon County Sheriff's Office; and

WHEREAS, the Merit Commission Rules were amended on January 10th 2019 resolution G-4957-01-19; and

WHEREAS, this resolution was approved by the Justice Committee approved on February 24, 2022 and

WHEREAS, the Merit Commission Voted to approve this rule change on March 8th, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves disposal of surplus equipment noted above;

BE IT FURTHER RESOLVED that the "Rules and Regulations of the Macon County Merit Commission" adopted as amended March 10, 2022.

PRESENTED, PASSED and APPROVED this 10th day of March, 2022

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**



RULES AND REGULATIONS OF THE MACON COUNTY MERIT COMMISSION

ARTICLE 1

Section 1. The Macon County Merit Commission (hereafter referred to as the "Commission") is created pursuant to the provisions of the "Sheriff's Merit System Law" (55 IL-CS 5/3-8001 et and shall conduct its business in accordance with that Act

Section 2. In the event of conflicts between any provision of these Rules and Regulations and the provisions of the "Illinois Public Labor Relations Act" (5 IL-CS 315/1 or any collective bargaining agreements negotiated pursuant to the provisions of that Act, then the provisions of the Illinois Public Labor Relations Act or the collective bargaining agreement shall control.

Section 3. The Commission has been established pursuant to an ordinance adopted by the County of Macon entitled "An Ordinance Creating and Establishing a Sheriff's Office Merit Commission In The County of Macon, Illinois" on March 8, 1966, and effective on December 13, 1966.

ARTICLE 2

Definitions

Section 1.

- **Applicant.** Person who has filed an application for employment as a deputy sheriff in the Macon County Sheriff's Office.
- **Appointment.** Acceptance of an applicant for employment on a full-time basis by the Sheriff.
- **Candidate.** The status of a person qualified by reason of having successfully completed appropriate examination and screening.
- **Certified.** Candidates whose names have been placed on the eligibility list by the Commission.
- **Certified Employee.** Any full-time deputy sheriff who has completed all phases of examination and screening by the Commission and has been appointed by the Sheriff.
- **Commission.** Refers to the Macon County Merit Commission.
- **Demotion.** A lowering or reduction in rank.
- **Sheriff's Office.** Macon County Sheriff's Office.

- Dismissal. Complete discharge and separation of a certified employee from the Macon County Sheriff's Office.
- Member. A certified employee of any rank.
- Tenure. Employment or rank attained according to these Rules, and which can only be terminated or reduced according to these Rules.
- Probation and Probationary. The status of a certified employee during a trial period following an original or promotional appointment.
- Promotion. The advancement to a position of higher rank,
- Reprimand. A disciplinary measure involving a written or oral warning.
- Sheriff. Person serving as duly elected Sheriff of Macon County, Illinois, or successor as provided for by law.
- Suspension. A disciplinary measure involving a temporary separation of a certified employee from the Macon County Sheriff's Office.

ARTICLE 3

Administration

Section 1. Sheriff's Officers of the Commission.

- The Sheriff's Officers of the Commission shall be:
 - Chairman
 - The Chairman shall preside at all meetings and proceedings and shall perform all duties required of him/her by these procedures, rules and regulations.
 - Vice-Chairman
 - The Vice-Chairman shall preside at meetings in the absence or disability of the Chairman.
 - Secretary
 - The Secretary shall keep the minutes and records of the Commission.
- The term of Sheriff's Office of all Sheriff's Officers shall be two (2) years or until his/her term of Sheriff's Office as a member of the Commission shall expire, whichever is shorter.
- The Commission may hire or utilize an administrative secretary.

Section 2. Sheriff's Office. The Commission shall maintain an office in Decatur, Illinois, where its files and records shall be kept.

Section 3. Confidential Matters. The files of the Commission relating to all personnel matters of the individuals under the jurisdiction of the Commission shall be confidential, except that any member of the Sheriff's Office shall be permitted, upon written request and after reasonable notice, to examine his/her file, in the Sheriff's Office of the Commission.

Section 4. Regular Meetings. A regular meeting of the Commission shall be held quarterly at the call of the Chairman. The Commission may postpone a regular meeting to such other time as the Chairman may fix. Public notice of all regular meeting shall be given pursuant to the applicable

requirements of the "Open Meetings Act." (5 ILCS 120/1.01 ex seg.) All actions of the Commission shall be pursuant to that Act.

Section 5. Special Meetings. Notices of special meetings shall be given by the Chairman to each of the Commission members specifying the time and place of such special meetings at least five (5) working days before the date thereof. Such notice may be waived in accordance with law by the unanimous consent of the Commission. Public notice of special meetings shall be given pursuant to the applicable requirements of the "Open Meetings Act."

Section 6. Voting. On all matters, the concurrence of a majority of the Commission members in attendance shall be necessary to render a decision, and the action of such a majority shall be the action of the Commission.

Section 7. Quorum. At all meetings three (3) members of the Commission shall constitute a quorum and shall conduct any and all business of the Commission.

Section 8. Commissioners. The five (5) members of the Commission shall be referred to as Commissioners and shall be nominated by the Sheriff, and elected to the Commission, upon a majority approval of the County Board of Macon County, Illinois, hereinafter referred to as the Board. The term of Sheriff's Office of a Commissioner shall be for six (6) years.

Section 9. Commissioners shall serve without compensation, but may be reimbursed for actual expenses incurred in the conduct of the Commission's business. The Sheriff shall furnish to members of the Commission such identification as may be appropriate to recognize such persons as Commissioners.

Section 10. Change in Procedures, Rules and Regulations. Any member of the Commission may at any regular or special meeting present a motion to amend, adopt or rescind any rules and regulations. Notices of any proposed change shall be submitted to the Sheriff and to all certified employees by delivering a copy of any proposed changes to the Sheriff and by posting a notice of any proposed changes in the squad room of the Sheriff's Office at least ten (7) days prior to the meeting at which time the proposed changes shall be voted upon.

Section 11. Minutes and Records. The Commission shall keep and maintain minutes of meetings in which will be recorded the actions of the Commission and the decisions rendered at each meeting. Such minutes shall be maintained in accordance with the applicable sections of the "Open Meetings Act." The Secretary will give minutes to each Commission member.

Section 12. Jurisdiction. All certified employees of the Macon County Sheriff's Office shall be considered under the jurisdiction of the Commission. The Sheriff shall be exempt from the jurisdiction of the Commission.

Section 13. Reports of the Sheriff to the Commission. The Sheriff shall promptly notify the Commission of all appointments, permanent and temporary, all promotions, suspensions, resignations or vacancies from any cause when requested by the Commission or any member.

The Sheriff shall furnish the Commission a report on discipline issued by the Commission as the Commission may reasonably request.

Section 14. Inspections. At the request of the Sheriff, or at the discretion of the Commission, the Commission may periodically inspect and investigate the morale and efficiency of members of the Sheriff's Office, and shall report any findings to the Sheriff in writing. The Commission may make such recommendations to the Sheriff based upon its inspection an investigation as it deems appropriate.

ARTICLE 4

Equal Opportunity Employer

The Commission represents that it conforms to the following:

- Employment practices shall be carried out in accordance with federal, state and local laws and ordinances. Equal Employment Opportunity has been, and will continue to be, a fundamental principle of Macon County, and the Merit Commission, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, material status, military status, status upon discharge from military service, national origin, disability, sexual orientation, genetic information or any other illegal basis provided the individual possesses the skills, knowledge, and abilities required to perform the job with or without reasonable accommodations.
- This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment. All commissioners are expected to conduct themselves without prejudice or discrimination towards other employees or citizens of the community seeking services and any and all other persons with whom they come in contact.
- None of the foregoing shall be construed to prevent the Commission from utilizing bona fide duty-related criteria in hiring and promotion. The Commission recognizes that police Sheriff's Officers may be required to possess special or unique qualifications to enable them to discharge their duties properly to the Sheriff's Office and the public.

ARTICLE 5

Appointment to the Sheriff's Office

Section 1. Eligibility Requirements. Certified employee candidates must meet the following requirements. However, one or more of the requirements may be waived at the discretion of the Commission according to law. The Sheriff shall appoint as certified employees only those persons who have been certified to him, in writing, by this Commission as being eligible for appointment. The requirements are as follows:

- Be no younger than twenty-one (21) years of age at the time his/her application is received by the Commission.
- Have vision corrected to 20/20.
- Not have any physical or mental disability which would render him/her incapable of performing the duties of the position.
- Have completed one of the following:
 - High School Diploma
 - GED
- Have passed such examinations as the Commission may prescribe from time to time.
- Be acceptable to the Commission on oral interview.
- Be acceptable to the Commission on investigation as to reputation and character.
- Have a valid Illinois driver's license at the time of examination not subject to suspension or revocation.
- Successfully complete physical agility tests as the Commission may prescribe.
- Successfully complete such medical and psychological tests as the Commission may prescribe.
- Be a citizen or legal resident of the United States.
- Be fingerprinted under supervision of the Macon County Sheriff's Office.
- No applicant shall have been previously convicted of a felony offense or crime of moral turpitude under the laws of Illinois or any other state.
- Reside within a 40 miles radius of the Sheriff's Office Headquarters , within one (1) year after appointment as a certified employee, and remain a resident within 40 miles during the time of his/her appointment.

Section 2. Lateral Transfer-Law Enforcement. Any member of a police agency' within the State of Illinois may be certified by the Commission for appointment to the Macon County Sheriff's Office if the following criteria are met:

- A. The applicant shall have had service with another police agency for no less than 2 years under the Police and Fire Board Act, Sheriff's Merit System, Civil Service Commission, or like organization.
- B. The applicant shall have successfully completed the State of Illinois Basic Law Enforcement, Full Time Academy in police training at a state-approved academy.
- C. The applicant shall consent to a background investigation being made with his former employer conducted by the Commission or its designated representative.
- D. The applicant shall not be under any supervision or other discipline by another police agency.

If the applicant meets all of the above requirements, the Commission shall require the following before certifying the applicant for appointment:

- The applicant's background investigation shall have found him/her acceptable for employment and his/her work record free of evidence of professional misconduct.
- The applicant be acceptable to the Commission on oral interview.

Section 3. Certification. The Commission may certify for appointment to the Sheriff's Office more persons than there are vacancies to be filled at the time of such certification. In such cases, the Sheriff may initially select from this group persons to fill the existing vacancies and shall, from date of certification, as additional vacancies occur, appoint others from the remaining group. The certification list shall remain in force until the next written examination is authorized and given by the Commission, or (12) months have elapsed from the certification date, whichever happens first, or the Commission terminates the list.

Section 4. Rejection. If the Sheriff rejects any person certified to him by the Commission, the Sheriff shall promptly notify the Commission in writing of such rejection.

Section 5. Probation. All persons appointed as certified employees shall serve an initial 12month probation period. The Sheriff may discharge any appointee during his/her probation period or, in the alternative, may extend his/her probationary period not to exceed three (3) months.

Section 6. Political Affiliation. All appointments shall be made in accordance with the rules and regulations of the Commission as well as applicable law without consideration of the political affiliation of any applicant.

Section 7. Renewal of Certification List. The Commission, at the request of the Sheriff, may renew its certification list for a period no longer than twelve (12) months. No certification list may be renewed more than two times,

Section 8. Completion of Probation. Upon successful completion of the period of probation, the Sheriff shall report to the Commission that the member has established non-probationary status with the Sheriff's Office.

Section 9. Discharge or Discipline of Probationary Employees. The Sheriff may discipline or discharge probationary employees upon good cause shown. The Sheriff shall report such discipline or discharge to the Commission in writing.

Section 10. Withdrawal of Applicant. The Sheriff shall withdraw from the eligibility list the name of any applicant who declines to accept an appointment to the Sheriff's Office within five (5) working days after he/she is offered such appointment and shall notify the Commission of such action.

ARTICLE 6

Ranks

Section 1. Classification of Ranks. The ranks, allowed by the Commission for the purpose of administration and operation of the Sheriff's Office, shall be as follows:

- Chief Deputy
- Captain

- Lieutenant
- Sergeant
- Deputy Sheriff/Detective
- Deputy Sheriff

Section 2. Positions and Assignments.

The ranks of Captain, Lieutenant, Sergeant, and Deputy Sheriff are considered positions rather than assignments and persons meeting the necessary requirements can attain tenure in these ranks.

The designation of Chief Deputy and Deputy Sheriff/Detective are considered assignments or appointments rather than a tenured position and may be filled by any member of the Sheriff's Office at the discretion of the Sheriff, for whatever period of time he/she deems appropriate. When a member is removed from this assignment, he/she reverts back to his /her previously attained rank at the appropriate grade or pay scale with regard to the member's seniority with the Sheriff's Office.

ARTICLE 7

Promotion in the Sheriff's Office

Section 1. Promotion. To be eligible for promotion to Sergeant, Lieutenant, Captain a candidate must:

1. Have served successfully as a full-time member at the rank described below the one for which he/she is a candidate, according to the following:
 - a. Five (5) years of sworn law enforcement experience for Deputy Sheriff to Sergeant.
 - b. One (1) year for Sergeant to Lieutenant.
 - c. One (1) year for Lieutenant to Captain.
2. Appointment or assignment to Deputy Sheriff/Detective and Chief Deputy are decisions solely made by the Sheriff.
3. At the time of notification of holding of examination for promotion, the candidate must not be in any of the following categories:
 - a. Under suspension.
 - b. On leave of absence, except for military service, for fifteen (15) or more days.

Section 2. Application Process.

1. All eligible candidates for promotion shall be notified by the Commission of the scheduled promotional examination. All interested candidates must request, in writing, an application to take the promotional examination within the time limits set by the Commission. All candidates shall complete an application form prescribed by the

Commission, if required, and return the application to the Commission within the time set by the Commission.

2. The Commission shall give a written examination to all eligible candidates who complete the application process and who appear on the examination date. The written examination may be obtained from a professional testing company and shall meet the standards of validation established under federal and Illinois state law. The Commission shall make available to each applicant such reference material that is provided by the testing company, or the reference material which is recommended by the testing company for the specific test to be given. The Commission may waive the requirement of a written test for the positions of Lieutenant and Captain. The Commission shall notify all applicants of the minimum score necessary for successful completion of the written exam. A candidate must achieve at least the minimum score established by the Commission on the written examination to be eligible for promotion and to be eligible to proceed with the oral examination provided for in this Article. No member who has failed to successfully complete the written examination shall be eligible for promotion. The Commission shall notify all applicants of the examination date, which shall be no sooner than thirty (30) days after the reference materials, if applicable, are made available to the applicants.
3. All candidates who successfully complete the written examination shall be interviewed by the Commission. Oral interviews shall be conducted by the Commission at a time and place established by the Commission. Upon successful completion of both the written examinations and oral interview, the Commission shall establish a promotional eligibility list, without order of preference.

Section 3. Eligibility List. A list of eligible candidates shall be prepared, by the Commission, and prominently posted at the completion of each promotional examination and interview procedure. The list shall remain in force for one (1) year or until exhausted by the whole or partial acceptance or rejection, by the Sheriff, of those listed, whichever is shorter.

Section 4. Certification. The Commission may certify more candidates for promotion than there are vacancies to be filled at the time of such certification. In such cases, the Sheriff may initially select from this group the persons to fill the existing vacancies and shall, as additional vacancies occur, select others from the remaining group.

Section 5. Ineligibility for Promotion. Upon notification to the Commission by the Sheriff that he has taken disciplinary action against a person on the certification list by suspension for a period of over five (5) working days, or a person has been granted a leave of absence in excess of over thirty (30) working days, the Commission will deem that person ineligible for promotion during the period of suspension or leave of absence.

Section 6. Probationary Period and Tenure.

1. Upon promotion by the Sheriff, the candidate shall serve a probationary period of twelve (12) months, during which time he/she is subject to be returned to his/her tenured rank by the Sheriff after written notification of cause is filed with the Commission. The written

notification of cause for return to former rank shall be given to the Commission and the candidate by the Sheriff, within ten (10) days after such return. After successfully completing the above promotional procedure, he/she shall be certified as tenured at the appropriate position and rank by the Commission.

2. After successfully completing the probationary period, the Sheriff shall certify, to the Commission, the member as having established his/her tenured rank.

Section 7. Voluntary Reduction in Rank.

1. In the event that a member desires to be released from a from a tenured rank above that of Deputy Sheriff, he/she may make such a request in writing and forward it to the Sheriff.
2. If in the opinion of the Sheriff, the voluntary reduction in rank is in the best interests of the Sheriff's Office, the Sheriff may approve the request and forward it to the Commission for consideration.
3. Approval of a voluntary reduction in rank by the Commission shall require a majority of those Commissioners present and voting.
4. Upon the approval and direction of the Commission, the Sheriff shall cause the member to be reinstated at the designated rank, grade and pay scale and shall adjust all records and files accordingly.
5. Upon the creation of a vacancy in the rank formerly held by the member, the Sheriff may fill the position as provided for in these Rules and Regulations.

Section 8. Temporary Promotion. The Sheriff may make a temporary promotion to any rank for up to 120 days without action by the Merit Commission.

Section 9. Waiver of Promotion and Eligibility. Inasmuch as a minimum of 5 years' tenure would be required to be appointed to the position of Captain, 4 years for the appointment to the rank of Lieutenant, and 3 years for the appointment to the rank of Sergeant, and in cases where no member of the Sheriff's Office can meet the qualifications to be eligible for the rank listed, the Commission may select the most qualified eligible candidates for appointment to said positions without regard to length of service. The Commission, in this instance, may consider time in service and experience as a certified law enforcement Sheriff's Officer of the State of Illinois. This section shall apply only so long as it is impossible for any member to meet the requirements for promotion set forth above.

Section 10. Political Affiliation. All promotions shall be made in accordance with the provisions of the Rules and Regulations of the Commission and applicable law, without consideration of the political affiliation of any applicant.

ARTICLE 8

Leaves of Absence

Section 1. Provisions for Granting. Leaves of absence, without pay, may be granted by the

Sheriff to any member, upon written request. Any and all leaves of absence, granted by the Sheriff, must be approved by the Commission prior to the beginning of said leave. The leave shall be from the position and rank that he/she holds at the time the leave is granted.

Section 2. Reasons for Granting Leaves of Absence. Leaves of absence without pay may be granted for the following reasons:

1. Illness of a certified employee or a member of his/her immediate family.
2. Extended military or naval service of the United States during a period of national emergency.
3. Training in an institution of higher learning if job-related.
4. To seek any political Sheriff's Office.
5. As may be permitted or required by law.
6. For other causes acceptable to the Sheriff and Commission.

Section 3. Length of Leave. All leaves of absence, except for military service, shall be for six (6) months or less. An extension of leave, on or before the expiration of the first leave, may be considered by the Sheriff and the Commission.

Section 4. Penalties. Any member on leave of absence who accepts another position of employment, other than that for which leave is granted, without written approval of the Sheriff and the Commission, shall be deemed to have resigned from the Sheriff's Office. Any member who fails to return to his/her position following the granted leave or to request and be granted a new leave, on or before the expiration date of his/her first leave, shall be deemed to have resigned.

Section 5. Approval. The Sheriff shall judge the appropriateness, reason and purpose for which a leave is requested, and upon approval, shall establish the conditions of any such leave.

Section 6. Absent Without Leave. Any member who fails to report for assigned duty for three (3) consecutive days without properly notifying the Sheriff is considered absent without leave and shall be deemed to have resigned from the Sheriff's Office absent extraordinary circumstances and good cause shown.

Section 7. Documentation. Any member that has been on leave of absence for more than three (3) months shall be required to produce a written documentation of activities during the leave, or perform other necessary procedures as described and allowed in these Rules and Regulations, as deemed necessary by the Commission in order to determine the member's eligibility to again perform the duties and function properly as member of the Sheriff's Office prior to reinstatement. The Sheriff, at his discretion, may request that the Commission review those members that have been on leave for less than three (3) months prior to reinstatement with the Sheriff's Office.

Section 8. Early Termination of Leaves of Absence. A leave of absence without pay may be terminated before the normal expiration of the time originally specified if it is not in the best interests of the Sheriff's Office, or upon the written request of the certified employee on leave.

ARTICLE 9

Resignations, Reinstatements, and Retirement

Section 1. Resignation. Any member who resigns, or is deemed to have resigned, from the Sheriff's Office for any reason will not be reinstated.

Section 2. Rehiring. Should a former member desire to again affiliate him/herself with the Macon County Sheriff's Office, he/she must once again meet the basic requirements for appointment to the Sheriff's Office and successfully complete the application for employment process in competition with all other applicants. No former member shall be eligible for re-affiliation with the Sheriff's Office if that person resigned with less than one year's service and has not reimbursed the Sheriff's Office for any costs or expenses incurred by the Sheriff's Office in the hiring, training, or qualification of that person.

Section 3. Election to Sheriff. Any tenured member running for Sheriff, if elected or appointed, will retain his/her tenured position on completion of his/her elective Sheriff's Office.

Section 4. Retirement. Notwithstanding any other provisions of these Rules and Regulations, all members reaching the age of 65 years shall be retired from service at the end of the month following their 65th birthday.

ARTICLE 10

Rules and Regulations - For the Conduct of Members of the Sheriff's Office

Section 1. Disciplinary Action. Any member who shall be guilty of any of the following shall be subject to disciplinary action by the Sheriff and the Merit Commission.

Section 2. Rules and Regulations of Conduct. No member of the Sheriff's Office shall:

- Violate any State Law or Statute, or any Law or Statute of the United States of America.
- Violate any Ordinance of a County or Municipal Government or Rule of State or Federal Court ruling pertaining to the position or duties of the member.
- Violate any orders, special orders or rules, regulations, or procedures of the Sheriff's Office which are not inconsistent with these Rules and Regulations of the Commission.
- Fail to obey a lawful order.
- Willfully mistreat any person.
- Be insubordinate to or show disrespect for a superior Sheriff's Officer.
- Negligently or carelessly use any weapon.
- Knowingly make a false official report.
- Neglect to perform duties or perform duties with gross inefficiency or incapacity.
- Engage in any conduct unbecoming a member of the Sheriff's Office which tends to reflect discredit on the Sheriff's Office.
- Leave a post of duty without permission or without being properly relieved.

- Willfully destroy or damage any Sheriff's Office property, or use such property without proper authority.
- Receive, solicit or attempt to receive or solicit money or anything of value for performing or failure to perform an assigned duty.
- Solicit business, clients or customers for any business establishment or any business or professional person.
- Drink any kind of intoxicating liquor while on duty or while in uniform, except when such action is required and properly authorized in the performance of the assigned duty; nor use any unlawful drug or substance.
- Disseminate or release any information concerning essential police matters, except where properly authorized to do so.

Section 3. Political Activity.

- No On-Duty Political Activity. Members shall not engage in the activities or interests of any political or candidate for public Sheriff's Office or nomination thereof while on duty and at no time shall they use the Macon County Sheriff's Office's name and/or their position with the Sheriff's Office for political gain or endorsement. Nothing herein shall be deemed to interfere with the right of:
 - Any member to vote for any candidate and upon any issue as his/her reason and conscience may dictate, or

Section 4. Prohibited Activity. No member shall engage in public political activity, or engage in any public demonstration or protest, if such would be inimical to the orderly administration of the Sheriff's Office, and the discharge by the Sheriff's Office to its duties to the public.

Section 5. Violation. Any member who violates any prohibition set forth in this Article may be subject to discipline or discharge as provided for in these Rules and Regulations.

ARTICLE 11

Discipline

Section 1. Rights of Members. Whenever a member of the Macon County Sheriff's Office is under investigation or subjected to interrogation by the Sheriff's Office, for any reason which could lead to disciplinary action, demotion or dismissal, the Sheriff will determine if a formal investigation is warranted. The Investigation and Discipline shall be conducted accordance with 50 ILCS 725/1 "Uniformed Peace Officer Disciplinary Act, 55 ILCS 5/3-8003 "Sheriff's Merit System Law" and current Collective Bargaining Agreements.

ARTICLE 12

Miscellaneous Provisions

Section 1. Governing Law. These Rules and Regulations shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 2. Venue. Venue for all court proceedings under these Rules or Regulations or involving the Commission shall be in the Circuit Court of Macon County, Illinois.

Section 3. Use of Pronouns. Whenever either the masculine or feminine pronouns appear in these Rules and Regulations, it shall be deemed to include both.

Section 4. Severability. Should any part of these Rules and Regulations be held invalid by a Court of competent jurisdiction, that part shall be deemed withdrawn by amendment.

Section 5. Effective Date. These Rules and Regulations shall become effective immediately upon their adoption and approval by the Macon County Board and all amendments are effective upon their adoption by the Commission in the manner set forth in Article III, Section 10.

**MACON COUNTY BOARD RESOLUTION APPROVING
NEWS FEES FOR THE COTTAGE FOOD OPERATIONS IN MACON COUNTY**

RESOLUTION NO. G-5374-03-22

WHEREAS, it has come to the attention of the Macon County Health Department (MCHD) that a fee for a Cottage Food Operation may be charged per SB2007, and

WHEREAS, a Cottage Food Operator must register with a Local Health Department, and

WHEREAS, each registration for a Cottage Food Operation may include multiple documents and lab reports to be reviewed, and

WHEREAS, an inspection may be needed for the premises of the Cottage Food Operation when a consumer complaint or a report of a foodborne illness is made; and

WHEREAS, MCHD may invoke penalties and the cessation of the sale of food products from a Cottage Food Operation during inspections and/or reports of foodborne illnesses, and

WHEREAS, the Local Health Department may revoke the Cottage Food Operations registration, and

WHEREAS, the proposed fee Cottage Food Operation Registration and inspections were discussed and approved by the Macon County Board of Health on February 15, 2022, the Macon County EEHW Committee discussed and approved on February 24, 2022, and the Macon County Finance Committee discussed and approved on February 28, 2022, and

NOW, THEREFOR BE IT RESOLVED by the Macon County Board that it hereby approves the fees of the Macon County Health Department's Environmental Health Cottage Food Operation as follows:

Proposed Fees:

Cottage Food Operation Registration	\$50
Cottage Food Operations Inspection	\$200

PRESENTED, PASSED, APPROVED this 10th day of March 2022.

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

RESOLUTION NO. G-5375-03-22

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

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

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

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

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

WHEREAS, the EEHW Committee met on February 24, 2022 and agreed the leased space is a convenient space for residential recycling programming; and

WHEREAS, Finance Committee met on February 28, 2022 and agreed the leased space is a convenient space for residential recycling programming; and

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

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

PRESENTED, PASSED, APPROVED this 10th day of March, 2022.

AYES _____ NAYS _____

Macon County Board
Macon County, IL

Attest

BY:

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

Kevin Greenfield, Chairman
Macon County Board

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March, 2022, by and between The Wicker Real Estate Trust ("Landlord") and the County of Macon, Illinois ("Tenant") (collectively, the "Parties").

WITNESSETH:

ARTICLE I: PREMISES

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

ARTICLE II: TERM

- 2.1 The Term of this Lease shall be for a period of two years, beginning March 1, 2022, and ending February 28, 2024.
- 2.2 Upon the expiration of the Term, this Lease shall automatically convert to a month-to-month lease with the same conditions of rent and other obligations as are contained in this Lease. If Landlord does not desire to convert this Lease to a month-to-month tenancy at the end of the Term, Landlord shall provide Tenant written notice on or before January 31, 2024 that the Lease shall terminate February 28, 2024 at which time Tenant shall vacate the Premises. If this Lease becomes a month-to-month tenancy, Landlord shall have the right to terminate the tenancy upon 30-days written notice to Tenant.

ARTICLE III: RENT AND OTHER TENANT CONTRIBUTIONS

- 3.1 Rent for the Premises shall be \$16,800, and shall be paid in equal monthly installments of \$1,400.
- 3.2 Each installment shall be due on the first day of each month, with the first installment being due and payable on the 1st day of March 2022.
- 3.3 In the event that the Lease converts to a month-to-month lease, the amount of rent shall remain unchanged absent a written addendum to this Lease being executed by the Parties.
- 3.4 Tenant shall issue payment to the Wicker Real Estate Trust, 3018 Lake Bluff Drive, Decatur, Illinois 62521 or at such other place as Landlord may designate in writing from time to time.

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

ARTICLE IV: USE OF PREMISES

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

ARTICLE V: CONSTRUCTION, MAINTENANCE AND REPAIRS

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

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

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

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

ARTICLE VI: INSURANCE

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

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

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

ARTICLE VII: FIRE OR OTHER CASUALTY

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

ARTIFLE VIII: ASSIGNMENT AND SUBLETTING

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

ARTICLE IX: DEFAULT AND RE-ENTRY

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

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

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

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

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

- 9.3 Notwithstanding the provisions of this Lease, it is agreed between the Parties that the remedies provided for herein in the event of default on the part of Tenant are in addition to and not in lieu of any other remedies or relief made available to the Tenant under the laws of Illinois, which latter remedies or relief shall be likewise available to Landlord in the event of a breach of any of the terms of this Lease.
- 9.4 In the event litigation is commenced regarding an alleged breach of this agreement, the prevailing party shall be entitled to recoup reasonable attorneys' fees and costs against the other party.

ARTICLE X: GENERAL PROVISIONS

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

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

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

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

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

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

LANDLORD:

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

Date _____

TENANT:

BY: _____
Kevin R. Greenfield, Chair
Macon County Board

Date _____

ATTEST:

Josh Tanner, Macon County Clerk

**MACON COUNTY BOARD RESOLUTION
 APPROVING A BUDGET AMENDMENT FOR
 WORKFORCE INVESTMENT SOLUTIONS FY'22 BUDGET –
 Illinois Works Grant**

RESOLUTION NO. G-5376-03-22

WHEREAS, the Operations & Personnel Committee met on February 22, 2022 and the Finance Committee met on February 28, 2022 and were presented with a request to amend the Workforce Investment Solutions budget for FY'22; and

WHEREAS, Workforce Investment Solutions has received a grant in the amount of \$499,831.55 from the Illinois Department of Commerce & Economic Opportunity (DCEO) for an Illinois Works Grant (Grant No. 22-861023) for the period of January 1, 2022 – December 31, 2022; and

WHEREAS, this grant is included in Workforce Investment Solutions Department 075 and assigned Grant ID 985 and Project ID 98522; 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 FY22 Budget as follows:

Increased Revenue:	075-985-4500-000-984-98522	\$499,831.55
Increased Expenses:	075-985-5001-000-98522	\$ 4,940.25 (Director Wages)
	075-985-5040-000-98522	\$ 10,966.80 (Fiscal/Monitor Wages)
	075-985-5597-000-98522	\$ 25,750.00 (Career Planner Wage)
	075-985-6010-000-98522	\$ 6,174.50 (Health Ins)
	075-985-6011-000-98522	\$ 500.00 (Soc. Sec.)
	075-985-6012-000-98522	\$ 1,000.00 (IMRF)
	075-985-7570-000-98522	\$ 4,500.00 (Payroll Processing)
	075-985-7410-000-98522	\$ 150,000.00 (Contractual)
	075-985-7552-000-98522	\$ 121,000.00 (Stipend)
	075-985-7540-000-98522	\$ 175,000.00 (Support Services)

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 March, 2022.

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

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Macon

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and County of Macon (Grantee), with its principal office at 141 S. Main St., Decatur, IL 62523-1200, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 078459896 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 376001309 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
Sole Proprietorship
Partnership
Corporation (includes Not For Profit)
Medical Corporation
X Governmental Unit
Estate or Trust
Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)
P = partnership
C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$499,831.55 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program

Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-30-2614. The State Award Identification Number is 2614-31182.

1.4. Term. This Agreement shall be effective on **01/01/2022** and shall expire on **12/31/2022**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

**Macon County Board Resolution
Authorizing Plan To Execute Fiber
Optic Project Within Macon County
With Shelby Electric As Provider And
Finley Engineering As Support That
Falls Under The American Rescue Plan Act
Guidance**

RESOLUTION NO. G-5377-03-22

WHEREAS, the United States Congress took action to provide financial assistance to the County of Macon and other governments across the United States to both mitigate the financial impacts of COVID as well as stimulate economic recovery; and

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 providing \$65.1 billion in funding for county governments and;

WHEREAS, Macon County has received \$10 million of the approximately \$20.1 million in ARPA funds which have been allocated to Macon County, and must spend these grant funds within three years, by December 31, 2024, and any unexpended funds must be returned to the U.S. Treasury; and

WHEREAS, recovery funds may be used by recipients, including counties, to make the necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, Macon County wishes to invest to stand up a rural fiber optic network via Shelby Electric's current grid to encompass the 'current' south 1/3 of Macon County with Shelby Electric as manager and owner Macon County having oversight for perspective recipients of services; and

WHEREAS, Macon County wishes to invest in the future utilization of fiber optic internet and expand the project to encompass the entire county thru the municipal, business and citizenry to both support current and future state opportunities; and

WHEREAS, the total expenditure for this three year project is \$4,337,661.91 plus (\$250k into escrow for easement cost share) with Macon County cash outlays of 50% at time of signing, and monthly draws (1st or 15th) then 10% retainer due at project completion over the three year period. In the event of new easement resolutions, Macon County will cost share where applicable (~\$200k) and assist in the easement resolution via Planning and Zoning; and

WHEREAS, this matter was discussed by the Finance Committee on Feb 28th, 2022 and recommended for approval by the Macon County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the plan for use of funds as allowed in the American Rescue Plan Act; and

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

PRESENTED, PASSED, APPROVED this 10th day of March, 2022

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 INTERGOVERNMENTAL
AGREEMENT BETWEEN MACON COUNTY
BOARD AND OAKLEY TOWNSHIP BOARD
FOR TOWNSHIP ASSESSING**

Resolution No. G-5378-03-22

WHEREAS, the Macon County Board has received notification from Oakley Township that they do not have a duly elected, appointed, or contracted Township Assessor; and

WHEREAS, the Oakley Township is desirous of the Macon County Supervisor of Assessments to perform their township assessments; and

WHEREAS, pursuant to Article VI, §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, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) ("Code"), the Chief County Assessment Officer ("Supervisor of Assessments") has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, to the attached Agreement; and

BE IT FURTHER RESOLVED that the Chair of the Macon County Board is authorized to execute the Agreement on behalf of this Board.

PRESENTED, PASSED, and APPROVED this 10th day of March, 2022.

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 COOPERATION AGREEMENT

Between the County of Macon, in the State of Illinois and the Township of Oakley, in Macon County, Illinois for Assessment of Real Estate in Oakley Township

THIS AGREEMENT is between the COUNTY OF MACON, a unit of local government organized under the laws of the State of Illinois ("County"), and THE TOWNSHIP OF OAKLEY, Macon County, Illinois, a unit of local government organized under the laws of the State of Illinois ("Township").

WHEREAS, pursuant to Article VI, §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, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) ("Code"), the Chief County Assessment Officer ("Supervisor of Assessments") has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, the County and Township desire to express in writing their respective desire to cooperate and assist each other under the terms of the Code and to acknowledge the obligations of each in the proper and legal assessment of real estate under the Code; and

WHEREAS, the Supervisor of Assessments is required, by January 1st of each year, to assemble all Assessors and instruct them in the uniformity of their functions (35 ILCS 200/9-15; and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, for their mutual benefit, as follows:

1. Term

The term of this Agreement shall be for a period commencing January 1, 2022, through December 31, 2025.

2. County Charges

For the 2022 assessment year, the County shall charge the Township \$693.75 (equal to \$5.00 per non-farm parcel in the township as listed on the 2020 Supervisor of Assessments abstract to the Illinois Department of Revenue for the assessment year of 2022). For the remaining three years of the contract-assessment years 2023, 2024 and 2025-the fee will increase to \$832.50 per year (equal to \$6.00 per non-farm parcel). The fee shall be paid by the Township annually. The County shall make no charge against the Township other than is authorized herein by this agreement.

3. Billing and Payment

The Supervisor of Assessments shall bill the Township Board on or before the 15th day of January for the assessment of property within the Township. The Township shall pay such bill within 45 days after the receipt thereof.

4. Access to Records

At all times during the term of this Agreement and during regular business hours, the Township shall have full and complete access to the view-only portion of the Visual PAMS Pro CAMA System (“PAMS Pro”) and the Fike and Fike System on a computer terminal set up for the Township. Furthermore, the Township shall have reasonable access to the written records contained in the office of the Supervisor of Assessments at no charge to the Township.

5. Computer Files

The Supervisor of Assessments shall furnish annually, upon request, to the Township a computer disk (PDF file) of all property record cards pertaining to the Township contained in the computer files in the office of the Supervisor of Assessments as of the end of the calendar year. There shall be no charge of the County or the Supervisor of Assessments for this service to the Township.

6. Notices

Unless otherwise provided herein to the contrary, all Notices required or communications concerning this Agreement shall be deemed given when hand delivered or deposited in the United States Mail, First Class, postage prepaid, addressed:

to the County, at:

Supervisor of Assessments
141 South Main ST STE 401
Decatur, IL 62523

With a copy to:

County Board Chairman
141 South Main ST STE 501
Decatur, IL 62523

to the Township, at:

Township Supervisor
221 Sangamon ST
Oakley, IL 62501

With a copy to:

Township Assessor
221 Sangamon St
Oakley, IL 62501

A change of address by either party may be given to the other by a Notice given in compliance herewith.

7. Severability

If any term, condition, covenant or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and such terms, covenants, conditions and provisions of this Agreement shall be valid and be enforced to the fullest extent provided by law. The provisions of this agreement are not intended to alter the obligations and responsibilities of the parties under the Code and any provisions attempting to do so shall be null and void.

8. Effect of Waiver of Breach

No consent or waiver, expressed or implied, by the County or the Township to or of any breach of any covenant, condition or duty of the other party hereto, shall be construed as a consent or waiver to or of any reach of the same or any other covenant, condition or duty.

9. Modification

This Agreement may not be modified or altered except in writing, signed by the parties hereto.

10. Headings

The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

IN WITNESS WHEREOF, the County of Macon, Illinois, and the Township of Oakley, Macon County, Illinois, have hereunto affixed their respective hands and seals as of the last date of execution of this Agreement being by and under the respective governing body of each party hereto, by resolution and duly and legally adopted.

COUNTY:

Date

Kevin Greenfield
Macon County Board Chairman

ATTEST:

Josh Tanner
County Clerk

TOWNSHIP:

1-17-22
Date



Jay K. Lawler
Township Board Supervisor

ATTEST:



Laurie J. Sheets
Township Clerk

**MACON COUNTY BOARD RESOLUTION
APPROVING INTERGOVERNMENTAL
AGREEMENT BETWEEN MACON COUNTY
BOARD AND LONG CREEK TOWNSHIP BOARD
FOR TOWNSHIP ASSESSING**

Resolution No. G-5379-03-22

WHEREAS, the Macon County Board has received notification from Long Creek Township that they do not have a duly elected, appointed, or contracted Township Assessor; and

WHEREAS, the Long Creek Township is desirous of the Macon County Supervisor of Assessments to perform their township assessments; and

WHEREAS, pursuant to Article VI, §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, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) (“Code”), the Chief County Assessment Officer (“Supervisor of Assessments”) has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, to the attached Agreement; and

BE IT FURTHER RESOLVED that the Chair of the Macon County Board is authorized to execute the Agreement on behalf of this Board.

PRESENTED, PASSED, and APPROVED this 10th day of March, 2022.

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 COOPERATION AGREEMENT

Between the County of Macon, in the State of Illinois and the Township of Long Creek, in Macon County, Illinois for Assessment of Real Estate in Long Creek Township

THIS AGREEMENT is between the COUNTY OF MACON, a unit of local government organized under the laws of the State of Illinois ("County"), and THE TOWNSHIP OF LONG CREEK, Macon County, Illinois, a unit of local government organized under the laws of the State of Illinois ("Township").

WHEREAS, pursuant to Article VI, §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, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) ("Code"), the Chief County Assessment Officer ("Supervisor of Assessments") has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, the County and Township desire to express in writing their respective desire to cooperate and assist each other under the terms of the Code and to acknowledge the obligations of each in the proper and legal assessment of real estate under the Code; and

WHEREAS, the Supervisor of Assessments is required, by January 1st of each year, to assemble all Assessors and instruct them in the uniformity of their functions (35 ILCS 200/9-15; and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, for their mutual benefit, as follows:

1. Term

The term of this Agreement shall be for a period commencing January 1, 2022, through December 31, 2025.

2. County Charges

3. For the 2022 assessment year, the County shall charge the Township \$7,930.50 (equal to \$6.00 per non-farm parcel in the township as listed on the 2020 Supervisor of Assessments abstract to the Illinois Department of Revenue). For years two and three of the contract-assessment years 2023 and 2024 -the fee will increase to \$8,591.25 per year (equal to \$8.00 per non-farm parcel). For year four of the contract-assessment year 2025- the fee will increase to \$9,417.31 for said year (equal to \$9.00 per non-farm parcel). The fee shall be paid by the Township annually. The County shall make no charge against the Township other than is authorized herein by this agreement.

4. Billing and Payment

The Supervisor of Assessments shall bill the Township Board on or before the 15th day of January for the assessment of property within the Township. The Township shall pay such bill within 45 days after the receipt thereof.

5. Access to Records

At all times during the term of this Agreement and during regular business hours, the Township shall have full and complete access to the view-only portion of the Visual PAMS Pro CAMA System (“PAMS Pro”) and the Fike and Fike System on a computer terminal set up for the Township. Furthermore, the Township shall have reasonable access to the written records contained in the office of the Supervisor of Assessments at no charge to the Township.

6. Computer Files

The Supervisor of Assessments shall furnish annually, upon request, to the Township a computer disk (PDF file) of all property record cards pertaining to the Township contained in the computer files in the office of the Supervisor of Assessments as of the end of the calendar year. There shall be no charge of the County or the Supervisor of Assessments for this service to the Township.

7. Notices

Unless otherwise provided herein to the contrary, all Notices required or communications concerning this Agreement shall be deemed given when hand delivered or deposited in the United States Mail, First Class, postage prepaid, addressed:

to the County, at:

Supervisor of Assessments
141 South Main ST STE 401
Decatur, IL 62523

With a copy to:

County Board Chairman
141 South Main ST STE 501
Decatur, IL 62523

to the Township, at:

Township Supervisor
2610 Salem School RD
Decatur, IL 62521

With a copy to:

Township Assessor
2610 Salem School RD
Decatur, IL 62521

A change of address by either party may be given to the other by a Notice given in compliance herewith.

8. Severability

If any term, condition, covenant or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and such terms, covenants, conditions and provisions of this Agreement shall be valid and be enforced to the fullest extent provided by law. The provisions of this agreement are not intended to alter the obligations and responsibilities of the parties under the Code and any provisions attempting to do so shall be null and void.

9. Effect of Waiver of Breach

No consent or waiver, expressed or implied, by the County or the Township to or of any breach of any covenant, condition or duty of the other party hereto, shall be construed as a consent or waiver to or of any reach of the same or any other covenant, condition or duty.

10. Modification

This Agreement may not be modified or altered except in writing, signed by the parties hereto.

11. Headings

The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

IN WITNESS WHEREOF, the County of Macon, Illinois, and the Township of Long Creek, Macon County, Illinois, have hereunto affixed their respective hands and seals as of the last date of execution of this Agreement being by and under the respective governing body of each party hereto, by resolution and duly and legally adopted.

COUNTY:

Date

Kevin Greenfield
Macon County Board Chairman

ATTEST:

Josh Tanner
County Clerk

TOWNSHIP:

Date

Kevin R. Greenfield
Township Board Supervisor

ATTEST:

R.C. Smith
Township Clerk

**MACON COUNTY BOARD RESOLUTION
APPROVING INTERGOVERNMENTAL
AGREEMENT BETWEEN MACON COUNTY
BOARD AND HICKORY POINT TOWNSHIP BOARD
FOR TOWNSHIP ASSESSING**

Resolution No. G-5380-03-22

WHEREAS, the Macon County Board has received notification from Hickory Point Township that they do not have a duly elected, appointed, or contracted Township Assessor; and

WHEREAS, the Hickory Point Township is desirous of the Macon County Supervisor of Assessments to perform their township assessments; and

WHEREAS, pursuant to Article VI, §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, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) (“Code”), the Chief County Assessment Officer (“Supervisor of Assessments”) has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, to the attached Agreement; and

BE IT FURTHER RESOLVED that the Chair of the Macon County Board is authorized to execute the Agreement on behalf of this Board.

PRESENTED, PASSED, and APPROVED this 10th day of March, 2022.

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 COOPERATION AGREEMENT

Between the County of Macon, in the State of Illinois and the Town of Hickory Point, in Macon County, Illinois for Assessment of Real Estate in Hickory Point Township

THIS AGREEMENT is between the COUNTY OF MACON, a unit of local government organized under the laws of the State of Illinois (“County”), and THE TOWNSHIP OF HICKORY POINT, Macon County, Illinois, a unit of local government organized under the laws of the State of Illinois (“Township”).

WHEREAS, pursuant to Article VI, §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, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) (“Code”), the Chief County Assessment Officer (“Supervisor of Assessments”) has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, the office of Assessor of Township is vacant and Township has no expectation that it will be filled in the foreseeable future.

WHEREAS, County and Township desire to express in writing their agreement as regards assessment of Township property going forward; and

WHEREAS, the Supervisor of Assessments is required, by January 1st of each year, to assemble all Assessors and instruct them in the uniformity of their functions (35 ILCS 200/9-15); and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township and

performance of the required quadrennial for The Township as scheduled, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, for their mutual benefit, as follows:

1. Term. The term of this Agreement shall be for a four-year period commencing on January 1, 2022 and ending December 31, 2025. Notwithstanding any other term hereof, either party hereto may terminate this agreement upon no less than 180 days prior written notice thereof to the other.

2. Township Assessor Notice. During the term hereof County, by its Supervisor of Assessments, will assess all property in Township, including any quadrennial assessments, and perform all other statutory duties of a township Assessor.

3. Compensation. The compensation due from the Township to the County for its performance of services hereunder shall be as follows:

for the first year of the term hereof,	\$16,135.00
for the second year of the term hereof,	\$16,135.00
for the third year of the term hereof, and,	\$16,135.00
for the fourth year of the term hereof	\$17,748.50
	<hr/>
	\$66,153.50

4. Invoices. County will invoice Township for charges hereunder on or about September 1 during each year of the term hereof. Township shall pay each such invoice within forty-five (45) days after receipt thereof.

5. Other Charges. County will make no charge against Township other than is authorized herein by this Agreement.

6. PAMS Pro. Township and its former Assessor have utilized a computer application known as PAMS Pro wherein assessment data collected to date by Township is stored. The

Supervisor of Assessments also uses PAMS Pro for its assessing records. Township will provide County access to its records by means of a VPN connection to County's computer system. All Hickory Point Township assessment data and records in any form generated by County in its performance as contemplated hereunder shall be stored in the Township's PAMS Pro system and thereby be made available to County through such VPN connection. County and Township authorized representatives shall exchange information necessary or helpful to establish the VPN connection. County will be responsible for updating the property record cards for Township through the VPC connection between County and Township computer systems.

7. Notices. Unless otherwise provided herein to the contrary, all Notices required or communications concerning this Agreement shall be deemed given when hand delivered or deposited in the United State Mail, First Class, postage prepaid, address:

To County, at:

Supervisor of Assessments, Macon County
Room 401
141 South Main Street
Decatur, IL 62523

With a copy to:

Board Chairman
Macon County Board
Macon County, Illinois
Macon County Office Facility
141 South Main Street
Decatur, IL 62523

To Town, at:

Town Supervisor
2335 W. Mound
Decatur, IL 62526

A change of address by either party may be given to the other by a Notice given in compliance herewith.

8. Separability. If any term, condition, covenant or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and such terms, covenants, conditions and provisions of this Agreement shall be valid and be enforced to the fullest extent provided by law. The provisions of this Agreement do not intend to alter the obligations and responsibilities of the parties under the Code and any provisions attempting to do so shall be null and void.

9. Effect of Waiver of Breach. No consent or waiver, expressed or implied, by the County or the Township to or of any breach of any covenant, condition or duty of the other party hereto, shall be construed as a consent or waiver to or of any reach of the same or any other covenant, condition or duty.

10. Modification. This Agreement may not be modified or altered except in writing, signed by the parties hereto.

11. Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

IN WITNESS WHEREOF, the County of Macon, Illinois, and the Town of Hickory Point, Macon County, Illinois, have hereunto affixed their respective hands and seals as of the last date of execution of this Agreement being by and under the respective governing body of each party hereto, by resolution and duly and legally adopted.

COUNTY:

Date

Kevin Greenfield, Chairman
Macon County Board

ATTEST:

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

TOWNSHIP:

Date

John F. Piraino, Township Board Supervisor
Hickory Point Township

ATTEST:

Town Clerk

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

RESOLUTION NO. G-5381-03-22

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 March, 2022.

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

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
03-22-001	1021087E	SAL	TRICHEL STURGEON	04-12-12-277-032	813.00	0.00	0.00	63.00	450.00	0.00	300.00
				Totals	\$813.00	\$0.00	\$0.00	\$63.00	\$450.00	\$0.00	\$300.00
								Clerk Fees		\$0.00	
								Recorder/Sec of State Fees		\$63.00	
								Total to County		\$363.00	

Committee Members

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

Resolution No. G-5382-03-22

WHEREAS, the Macon County Treasurer'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 Treasurer's Office or any other County department; and

WHEREAS, the Macon County Treasurer 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 Treasurer'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 March, 2022.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A:	
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4 Drawer Filing Cabinet 730	Obsolete
2 Drawer Filing Cabinet 648	Obsolete