

**AGENDA  
MACON COUNTY BOARD MEETING  
141 SOUTH MAIN, ROOM 514  
DECATUR, ILLINOIS**

**April 14, 2022, 6:00 P.M.**

**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 Proclamation Tri-County, II Chapter Day in Macon County**
- 7. ZONING/SUBDIVISIONS**
  - Z-1242-04-22** Macon County Board Resolution Regarding Case R-01-03-22, a Petition for Rezoning Submitted by Michael A. & Diana L. Bruntjen
  - Z-1243-04-22** Macon County Board Resolution Regarding Case S-01-02-22, a Petition Requesting a Special Use Permit Submitted by Allied Asphalt
- 8. CORRESPONDENCE**
- 9. CLAIMS**
- 10. APPOINTMENTS**

**G-5392-04-22**

**Macon County Board Resolution to Appoint Macon County Board Member for District 6 to Replace Dave Drobisch – Mary Scott**

**G-5384-04-22**

**Macon County Board Resolution for Reappointments / Appointments to the Fire Protection Districts**

- **Blue Mound Fire Protection District – Joseph Gorden**
- **Hickory Point Fire Protection District – Tim McQuality**
- **Niantic Fire Protection District – James Matich**
- **S. Macon Fire Protection District – Scott Wise**
- **S. Wheatland Fire Protection District – Sidney Duffer**
- **S. Wheatland Fire Protection District – Todd Speckman**
- **Warrensburg Fire Protection District – Chris Wentworth**

**G-5385-04-22**

**Macon County Board Resolution Appointment / Reappointment to the Sanitary District Board Of Trustees**

- **Argenta Sanitary District – Ron Grider**
- **Sanitary District of Decatur – Phil Cochran**
- **Sanitary District of Decatur – Tom Brinkoetter**

**G-5386-04-22**

**Macon County Board Resolution Appointment / Reappointment to the Macon County Board of Health**

- **Bret Jerger, DDS**
- **Dr. Jerry Snyder**
- **Carolyn Wagner**

**11. CONSENT CALENDAR**

**G-5387-04-22**

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

**12. JUSTICE COMMITTEE**

**G-5388-04-22**

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

**13. EEHW COMMITTEE**

**14. OPERATIONS AND PERSONNEL COMMITTEE**

**15. LEGISLATIVE COMMITTEE**

**16. FINANCE COMMITTEE**

**G-5389-04-22**

**Macon County Board Resolution Approving a Two Year Agreement with IPMG for Worker's Compensation Third Party Administration Services**

**G-5390-04-22**

**Macon County Board Resolution Authorizing the Disbursement of Macon County ARPA Funds to the Mt. Zion Fire Protection District for Lifesaving Equipment**

**G-5391-04-22**

**Macon County Board Resolution Approving the Purchase of Office Furniture for the Treasurer's Department through the Rent Surplus**

**Funds in the Decatur Public Building Commission Lease Fund  
Account**

**17. NEGOTIATIONS COMMITTEE**

**18. TRANSPORTATION COMMITTEE**

- H-2277-04-22                    Macon County Board Resolution Approving Additional Construction Expenses for the 2021 CH 32 Resurfacing Project**
- H-2278-04-22                    Macon County Board Resolution Approving Construction Expenses for the 2022 CH 32 Resurfacing Project**
- H-2279-04-22                    Macon County Board Resolution Approving Construction Expenses for the 2022 County Cape Seal Project**
- H-2280-04-22                    Macon County Board Resolution Approving Construction Expenses for the 2022 Camp Warren Road Resurfacing Project**
- H-2281-04-22                    Macon County Board Resolution Approving Construction Expenses for the 2022 CH 21 Reconstruction Project**
- H-2282-04-22                    Macon County Board Resolution Approving Additional Design Expenses for the Reas Bridge Road Reconstruction Project**
- H-2283-04-22                    Macon County Board Resolution Approving Funds to Purchase Right Of Way Parcels 001 & 001 TE for the CH 24 Reas Bridge Road Reconstruction Project**
- H-2284-04-22                    Macon County Board Resolution Approving the 2022 Culvert Bid**
- H-2285-04-22                    Macon County Board Resolution Approving the 2022 Signs Bid**
- H-2286-04-22                    Macon County Board Resolution Approving the 2022 Sign Blanks Bid**

**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**

**26. CLOSED SESSION**

**27. ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE R-01-03-22, A PETITION FOR REZONING  
SUBMITTED BY MICHAEL A. & DIANA L. BRUNTJEN**

**RESOLUTION NO. Z-1242-04-22**

**WHEREAS**, a petition filed by Michael A. & Diana L. Bruntjen for rezoning approximately 1.72 acres from (B-1) Neighborhood Shopping Zoning to (M-1) Light Industrial District Zoning. This property is legally described as:

*All of the East 435.20 feet of the North 1000.00 feet of the Southeast Quarter (SE ¼) of Section 30, Township 17 North, Range 2 East of the Third (3<sup>rd</sup>) Principal Meridian, Macon County, Illinois, lying South and West of the right-of-way of the Illinois Central Gulf Railroad and lying North of the North line of Lot 9 in Block 3 of Bearsdale, as per Plat recorded in Book 149 Page 35 of the Record's Office of Macon County, Illinois, and as said North line is extended West to a point 435.20 feet West of the East line of the Southeast Quarter (SE ¼) of said Section 30, EXCEPT Lots 3, 4, 5, 6, 7 and 8 in Block 3 of said Bearsdale Addition. Situated in Macon County, Illinois.*

This property is located to the west of 4135 N. Bearsdale Road, Decatur, IL 62526 in Hickory Point Township. PIN: 07-07-30-428-011

**WHEREAS**, at the required public hearing on March 2, 2022, your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board, the petition be granted.

**WHEREAS**, on March 24, 2022 your EEHW Committee heard the summary report and voted Approval of the petition to the County Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to approve the subject petition for rezoning approximately 1.72 acres from (B-1) Neighborhood Shopping Zoning to (M-1) Light Industrial District Zoning.

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

**PRESENTED, PASSED, APPROVED this 14th day of April, 2022.**

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

MACON COUNTY BOARD  
MACON COUNTY,  
ILLINOIS

ATTEST:

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

BY:

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

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-01-02-22 A PETITION  
REQUESTING A SPECIAL USE PERMIT  
SUBMITTED BY ALLIED ASPHALT**

**RESOLUTION NO. Z-1243-04-22**

**WHEREAS** a petition filed by Allied Asphalt (Kent Darst) requesting renewal of a Special Use Permit for the operation of an asphalt business in (R-1) Single Family Residential Zoning. The property is situated on 4.29 acres and is legally described as:

*Beginning at a point on the Southerly right-of-way line of State Route 48, which point is 311.5 feet Northeast from the intersection of said right-of-way line and the West line of the Southwest ¼ of the Northwest ¼ of Section 28, Township 16 North, Range 2 East of the 3<sup>rd</sup> P.M., thence South 45 degrees East, 774.57 feet, thence North 45 degrees East, 305 feet, thence North 45 degrees West, 773.57 feet, to the Southerly right-of-way line of said State Route 48, thence Southwest along the right-of-way line, 305 feet to the point of beginning. Situated in Macon County, Illinois, EXCEPT that portion of said real estate now being part of Lot 2 of Allied Estates.*

*Also Known As: Lot One (1) of Allied Estates, as per Plat recorded in Book 5000, Page 110 in the Macon County Recorder of Deeds, in the County of Macon and State of Illinois.*

This property is commonly known as 2104 S. Taylorville Road, Decatur, IL 62521  
South Wheatland Township PIN 17-12-28-151-006.

**WHEREAS**, at the required public hearing on March 2, 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. Employees shall be limited to 3 employees other than the owner.
3. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
4. 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.
5. The special use permit shall be for a 10 year period beginning April 14, 2022 and ending April 8, 2032.

**WHEREAS**, on March 24, 2022 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting renewal of a Special Use Permit for the operation of an asphalt business in (R-1) Single Family Residential Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to Approve the petition requesting renewal of a Special Use Permit for the operation of an asphalt business in (R-1) Single Family Residential Zoning subject to 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 14th day of April 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  
TO APPOINT MACON COUNTY BOARD  
DISTRICT 6 to Replace Dave Drobisch**

*- Mary Scott*

**RESOLUTION NO. G-5392-04-22**

**WHEREAS**, due to the resignation of Republican Board Member Dave Drobisch, a vacancy exists on the Macon County Board in District 6; and

**WHEREAS**, the Macon County Board Chairman, pursuant to his authority under 10 ILCS 5/25-11, has notified this Board that he desires to appoint the following individual to serve as a member of Macon County Board for the remainder of Dave Drobisch's term, through November 30, 2022:

Mary Scott  
Forsyth, IL

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby consents to the said appointment and that the above named individual shall be declared duly appointed as a member of the Macon County Board from District 6 until November 30, 2022.

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

**PRESENTED, PASSED and APPROVED** this 14<sup>th</sup> day of April, 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  
FOR REAPPOINTMENT / APPOINTMENTS TO THE  
FIRE PROTECTION DISTRICTS**

- **Blue Mound Fire Protection District – Joseph Gorden**
- **Hickory Point Fire Protection District – Tim McQuality**
- **Niantic Fire Protection District – James Matich**
- **S. Macon Fire Protection District – Scott Wise**
- **S. Wheatland Fire Protection District – Sidney Duffer**
- **S. Wheatland Fire Protection District – Todd Speckman**
- **Warrensburg Fire Protection District – Chris Wentworth**

**RESOLUTION NO. G-5384-04-22**

**WHEREAS**, it is the desire of the Board Chairman to appoint / reappoint the following individuals to the Fire Protection Districts as named for terms ending as indicated:

Blue Mound Fire Protection District  
Joseph Gorden  
Blue Mound, IL 62513  
Term Expires: 1<sup>st</sup> Monday, May 2025

Hickory Point Fire Protection District  
Tim McQuality  
Forsyth, IL 62535  
Term Expires: 1<sup>st</sup> Monday, May 2025

Niantic Fire Protection District  
James Matich  
Niantic, IL 62551  
Term Expires: 1<sup>st</sup> Monday, May 2025

South Macon Fire Protection District  
Scott Wise  
Macon, IL 62544  
Term Expires: 1<sup>st</sup> Monday, May 2025

South Wheatland Fire Protection District  
Sidney Duffer  
Decatur, IL 62521  
Term Expires: 1<sup>st</sup> Monday, May 2025

South Wheatland Fire Protection District  
Todd Speckman  
Decatur, IL 62521  
Replaces David Sadowski  
Term Expires: 1<sup>st</sup> Monday, May 2023



Warrensburg Fire Protection District  
Chris Wentworth  
Warrensburg, IL 62573  
Term Expires: 1<sup>st</sup> Monday, May 2025

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby appoints / reappoints the named individuals to the Fire Protection Districts for terms as indicated and set to expire as indicated.

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

**PRESENTED, PASSED and APPROVED** this 14<sup>th</sup> day of April, 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 / REAPPOINTMENT TO THE  
SANITARY DISTRICT BOARD OF TRUSTEES**

- **Argenta Sanitary District – Ron Grider**
- **Sanitary District of Decatur – Phil Cochran**
- **Sanitary District of Decatur – Tom Brinkoetter**

**RESOLUTION NO. G-5385-04-22**

**WHEREAS**, it is the recommendation of the Macon County Board Chairman to appoint / reappoint the following individuals to the Sanitary District Boards of Trustees to terms set to expire as indicated:

**Argenta Sanitary District**

Ron Grider

Argenta, Il 62501

Term Expires: 1<sup>st</sup> Monday, May, 2025

**Sanitary District of Decatur**

Phil Cochran

Decatur, Il 62521

Term Expires: 1<sup>st</sup> Monday, May, 2025

**Sanitary District of Decatur**

Tom Brinkoetter

Decatur, IL 62521

Term Expires: 1<sup>st</sup> Monday, May, 2025

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the appointment / reappointment of the above named individuals to the Sanitary District Boards of Trustees to terms as indicated.

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

**PRESENTED, PASSED, APPROVED** this 14th day of April, 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 / REAPPOINTMENT TO THE  
MACON COUNTY HEALTH BOARD**

- **Bret Jerger, DDS**
- **Jerry Snyder, M.D.**
- **Carolyn Wagner**

**RESOLUTION NO. G-5386-04-22**

**WHEREAS**, it is the desire of the Macon County Board Chairman to appoint / reappoint the following individuals to the Macon County Health Board for terms as indicated below.

Bret Jerger, DDS  
Decatur, IL  
Term Expires: 5-31-2025

Jerry Snyder, M.D.  
Decatur, IL  
Term Expires: 5-31-2025

Carolyn Wagner  
Decatur, IL 62521  
Term Expires: 5-31-2025

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that the above said individuals are appointed / reappointed to the Macon County Health Board for terms as indicated.

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

**PRESENTED, PASSED and APPROVED** this 14<sup>th</sup> day of April, 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  
TO EXECUTE DEEDS TO CONVEY PROPERTY  
ON WHICH TAXES WERE DELINQUENT**

**RESOLUTION NO. G- 5387-04-22**

**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 14th day of April, 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

Macon County Monthly Resolution List - April 2022

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
04-22-001	201700856	SUR	STANFORD CROFT	04-12-15-101-003	4,963.45	80.00	0.00	0.00	1,400.43	171.50	3,311.52
04-22-002	201700297	DEF-REC	JENNIFER NESTOR	04-12-10-353-011	593.00	0.00	0.00	0.00	229.62	0.00	363.38
<b>Totals</b>					<b>\$5,556.45</b>	<b>\$80.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,630.05</b>	<b>\$171.50</b>	<b>\$3,674.90</b>
						Recorder/Sec of State Fees		Clerk Fees			
						Total to County		\$3,754.90			
Committee Members											

**MACON COUNTY BOARD RESOLUTION  
APPROVING PERMISSION TO DISPOSE OF  
SURPLUS EQUIPMENT**

**RESOLUTION NO. G-5388-04-22**

**WHEREAS**, the Macon County Emergency Management Agency requests permission to dispose of surplus equipment currently stored at the Emergency Management office; and

**WHEREAS**, the Macon County Emergency Management Agency has numerous electronic items that are broken or have become obsolete; and

**WHEREAS**, this resolution is to approve the disposal of the attached listing of electronics;

**WHEREAS**, The Justice Committee met on March 24, 2022; and

**WHEREAS**, The Finance Committee met on April 4, 2022; and

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

**PRESENTED, PASSED, APPROVED** this 14<sup>th</sup> day of April 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

2022-3-24

MACON COUNTY EMA  
SURPLUS EQUIPMENT DISPOSAL

<b>ITEM</b>	<b>REASON</b>	<b>ITEM</b>	<b>REASON</b>
All Hazards Weather Radio	broken	5.11 Universal AC Adapter	obsolete
Powered Speaker Monitor	obsolete	LI SHIN AC Adapter	obsolete
Undercabinet AM/FM Kitchen Radio	broken	TV Distribution Amplifier	obsolete
3X Motorola Radio & Charging Docks	broken	USB computer cord	obsolete
3X Motorola Radios w/o batteries	obsolete	GHE Cordless Phone & Charging Station	broken
2X Motorola Radios w/ hand mic	obsolete	Weather Radio	broken
3X Motorola Radios w/o charging dock	obsolete	Minolta 35mm camera	obsolete
3X Motorola radio batteries	obsolete	Fellows Jupiter2/125 laminator	broken
Motorola hand mic	broken	Pawtech DVD Drive	broken
Mobile Power Inverter	broken	HP Plotter/Printer	obsolete
Logitech Mouse	broken	Minolta CS Pro Copier	obsolete
Motorola Base Station Power Supply	obsolete	Sony Digital Mavica Camera	obsolete
Midland NOAA Radio	obsolete	Axis Camera System	Obsolete
L.L. Bean Radio	obsolete	Assorted cables	obsolete/damaged
Promethean Graphics Tablet w/ two pens	obsolete	17" monitors (3)	Obsolete
In-Car Digital Video System	obsolete	47" HD LC Television	broken
Paper Shredder	broken	Sony Camera w/case	Obsolete
In-Car Camera	obsolete		
Sony AC Power Adaptor	broken		
Sony Battery Charger	broken		
Audio/ Visual cord	broken		
Motorola Radio Case	broken		

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

**RESOLUTION NO. G-5389-04-22**

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

**WHEREAS**, the current contract with the third party administrator, IPMG expired on December 31, 2021; and

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

**WHEREAS**, the Operations and Personnel Committee and the Finance Committee agreed to accept the attached agreement for a fixed charge for TPA services of \$13,860 per year for the years 1-1-22 through 12-31-23 with additional charges to be incurred if the claim count exceeds 30 claims per year.

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

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

**PRESENTED, PASSED, APPROVED** this 14th day of April, 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



## THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement ("Agreement") is entered into as of the 1st day of January, 2022, by and between Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG Claims Management Services") located at 225 Smith Road, St. Charles, IL 60174 and Macon County ("Client") located at 141 S. Main St., Decatur, IL 62523.

### RECITALS

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

### AGREEMENT

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

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

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

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

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

**IPMG**  
**CLAIMS MANAGEMENT SERVICES, L.L.C.**

By   
 Name Gregg Peterson  
 Title President

**MACON COUNTY**

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

**EXHIBIT "A"**  
**FEE SCHEDULE**

This fee schedule shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on January 1, 2022 (the "Third Party Administrator Agreement"), between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and Macon County ("Client").

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

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

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

**Workers Compensation:**

Indemnity	\$750
Medical Only	\$150
Incident Report	Included

**Claim Handling Fees that may apply per claim:**

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

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

3. Service fee further includes the following services:

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

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

**Bill Review**

**Alpha Review Corporation**

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

24% of savings for PPO network reductions

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

**Pharmacy Management**

**Optum Rx**

**Brand Name**

AWP less 12% with \$2 dispensing fee

Administration fee of .50

**Generic**


AWP less 50% with \$2 dispensing fee

Administrative fee of .50

Dated: January 1, 2021

**IPMG**  
**CLAIMS MANAGEMENT SERVICES, L.L.C.**

**MACON COUNTY**

By   
Name Gregg Peterson  
Title President

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT "B"**  
**CLAIMS SERVICE PLAN**

This service plan shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on January 1, 2022 (the "Third Party Administration Agreement") between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Macon County ("Client").

**Term: 24 Months**  
**January 1, 2022 to December 31, 2023**

**WITNESS:**

IPMG Claims Management Services and Client agree as follows:

**IPMG Claims Management Services Agrees:**

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

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

**Client Agrees:**

1. To assure that funds are available from which IPMG Claims Management Services may draw at any time and from time to time for claim and/or loss payments and for associated allocated expense within the discretionary settlement authority limit and for claim and/or loss payments in excess of the discretionary settlement authority limit subject to approval of Client.
2. To pay IPMG Claims Management Services fees in accordance with the Fee Schedule attached as Exhibit A to the Third Party Administrator Agreement.
3. To pay IPMG Claims Management Services within 30 days of the effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to IPMG Claims Management Services as prescribed in the Third party Administrator Agreement.  
  
(b) Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial photographers' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of Client. This includes pharmacy program prescription drug costs and medical bill review service fees.  
  
(c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by IPMG Claims Management Services at the request of Client.  
  
(d) To provide IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the contract period.

**IPMG Claims Management Services and Client Mutually Agree as Follows:**

1. (a) The term of this service plan shall be as agreed to in the Third Party Administrator Agreement between Client and IPMG Claims Management as outlined in Exhibit B.  
  
(b) Client shall have the option upon termination or expiration of the Third party Administrator Agreement:
  - (i) with the approval of the applicable carrier, to assign to a third party or to self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of the Third Party Administrator Agreement, such handling not to result in any expense or reduction in revenue to IPMG Claims Management Services; or
  - (ii) to have IPMG Claims Management Services continue to service the open claims for an additional fee of \$50 per claim per month. Sufficient funds of Client, including allocated claim and/or loss expense, shall remain available to IPMG Claims Management Services to liquidate such claims and/or losses.
2. To not employ a person who has been employed by any other party to this contract at any time during the term of the Third Party Administrator Agreement, unless the person to be employed shall not have been

employed by the other party during the immediately preceding 12 months, or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of the Third Party Administrator Agreement for a period of one year.

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

**Indemnification.**


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

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

Dated: January 1, 2022

IPMG  
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By   
Name Gregg Peterson  
Title President

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



**MACON COUNTY BOARD  
RESOLUTION AUTHORIZING THE  
DISPURSHMENT OF MACON  
COUNTY ARPA TO THE MT ZION  
FIRE PROTECTION DISTRICT FOR  
LIFESAVING EQUIPMENT**

**Resolution No. G-5390-04-22**

**WHEREAS**, the Macon County Board authorizes \$90,000 of Macon County ARPA funds post receipt of (second distribution to Macon County expected in May of 2022) for Macon County residents lifesaving equipment utilized by the Mt Zion Fire Protection District with distribution of funds post receipt of (second distribution) ; and

**WHEREAS**, the lifesaving equipment is tied to the State of Illinois' Statute change that requires specific equipment needs/ upgrades that are vital to all patient care above the Basic Life Support Level standards ; and

**WHEREAS**, the Macon County Board grants the approval of said lifesaving equipment needed in the event of cardiac emergency needs; and

**NOW THEREFORE, BE IT RESOLVED**, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, authorizes the release of ARPA funds in the amount of \$90,000 for the Mt Zion Fire Protection District purchase of (2) cardiac monitors needed in the event of lifesaving drug administrations to monitor patients (Post receipt of Fed/State distribution only);

**PRESENTED, PASSED, and APPROVED** this 14th day of April, 2022.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**MACON COUNTY BOARD RESOLUTION  
APPROVING THE PURCHASE OF  
OFFICE FURNITURE FOR THE  
TREASURERS DEPARTMENT THROUGH  
THE RENT SURPLUS FUNDS IN THE  
DECATUR PUBLIC BUILDING COMMISSION  
LEASE FUND ACCOUNT**

**RESOLUTION NO. G-5391-04-22**

**WHEREAS**, the Treasurer's Office FY'22 budget was approved by the County Board;  
and

**WHEREAS**, the Treasurer's Office is requesting approval to purchase (5 of each) office desks, chairs, monitor/ computer brackets and instillation for department staff; and

**WHEREAS**, the Treasurer's Office budget does not have the available funds to purchase the furniture; and

**WHEREAS**, the Decatur Public Building Commission is currently in the process of making security/ efficiency upgrades to the office (money exchange counter with affixed security glass) and current ingress/ egress areas with handicap accessibility; and

**WHEREAS**, the purchase of office furniture, delivery charge and setup would be funded by the rent surplus funds in the 042-000 Decatur Public Building Commission Lease Fund account; and

**WHEREAS**, unforeseen circumstances have arisen which give rise to an emergency situation in that services cannot be paid without the approval of this budget; and

**WHEREAS**, the proposed budget amendments were discussed by the Macon County Finance Committee on April 4th, 2022 and recommended for approval by the full Board,  
and

**WHEREAS**, the Finance Committee has agreed to this expenditure as follows,

Decreased Expenditure		
042-000-9040	Equipment	\$15,889.40

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the expenditure of the Decatur Public Building Commission Lease Fund budget as above.

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

**PRESENTED, PASSED, and APPROVED** this 14th day of April, 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  
AMENDING THE DECATUR MACON  
COUNTY ENTERPRISE ZONE  
INTERGOVERNMENTAL AGREEMENT**

**RESOLUTION NUMBER G-5392-04-22**

**WHEREAS**, The Decatur Macon County Enterprise Zone was certified by the Illinois Department of Commerce and Economic Opportunity to begin operations on January 1, 2016 in accordance with the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), hereafter referred to as “the Act”; and

**WHEREAS**, the County of Macon adopted Resolution G-4222-12-14 (the “Initial Designating Resolution”), designating an Enterprise Zone (known as the “Decatur Macon County Enterprise Zone”), and,

**WHEREAS**, The City of Decatur, the Village of Forsyth, the Village of Long Creek, and the Village of Mt. Zion, (collectively with the County of Macon, the “Designating Units of Government”), each adopted substantially identical Designating Ordinances or Resolutions; and,

**WHEREAS**, the Designating Units of Government, have determined and concur that it is desirable and necessary for the Decatur Macon County Enterprise Zone, hereafter referred to as “the Zone”, to amend the qualifying criteria for property tax abatement within the boundaries of the Zone to meet the needs of existing employers and targeted investors and industry sectors in the region; and,

**WHEREAS**, specific participating taxing bodies will be requested to make similar amendments to their respective property tax abatement policies; and,

**WHEREAS**, certain parts of the Zone lie within the boundaries of the **COUNTY OF MACON**;

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that the foregoing recitals are hereby incorporated into and made a part of this Resolution as if fully set forth herein.

**1. Amendment of Resolution G-4222-12-14, as amended.** That the original Designating Resolution G-4222-12-14 as amended, shall be further amended to reflect the changes to the Zone property tax abatement program as outlined below.

- A. Section 2.A.5. shall be amended to state as follows:  
Enterprises in the business of selling products or services in the following categories:  
stores selling products to the general public or wholesale customers, restaurants,  
hotels/motels, related concerns, and certain multi-family residential development projects.
- B. Section 2. A.6 shall be amended to add the following ineligible project category:  
11) Single family residential homes.
- C. Section 2.F. shall be amended to state the following:

That, with the adoption of this Resolution, taxes on real property levied by the **COUNTY OF MACON** shall be abated on retail, restaurant, hotel/motel, commercial and certain multi-family residential property developments located within the Zone, with the exception of those projects outlined in "Section 2.A.6." above, upon which new improvements have been constructed subsequent to such approval as follows:

**D. Section 2.G. shall be amended to state as follows:**

The above property tax abatement shall be available for eligible retail, restaurant, hotel/motel, commercial; and certain muti-family housing development projects involving real property upon which construction, improvements, renovation or rehabilitation, for which a building permit is required, which results in an increase in the equalized assessed valuation of at least \$25,000 has been completed after January 1, 2016 and prior to the expiration, termination or decertification of the Decatur Macon County Enterprise Zone.

Additionally, "retail/commercial companies" and "retail/commercial property" shall include multi-family properties, with a minimum of ten (10) living units with minimum investment of \$50,000/unit and maximum of \$250,000/unit (exclusive of site preparation work, utilities, and infrastructure) which construction of development must be completed within 24 months after obtaining necessary building permits. The per unit limits applicable in this Subpart shall be adjusted for inflation annually commencing January 1, 2023 based on the Consumer Price Index, United States average on all items and commodity groups, issued by the Bureau of Labor Statistics of the United States.

**2. Severability.** In the event that any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**3. Effective Date.** This Resolution shall be in effect from the date of and after its passage, approval and recording and upon certification by the Illinois Department of Commerce and Economic Opportunity, according to law.

**PRESENTED, PASSED, and APPROVED** this 14<sup>th</sup> day of April, 2022.

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

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

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

**Macon County Board Resolution  
Approving and Appropriating Additional  
Funds for the 2021 CH 32 Resurfacing Project**

**RESOLUTION NO. H-2277-4-22**

**WHEREAS**, the additional funds need to be approved and appropriated for construction expenses for the 2021 CH 32 Andrews Street Resurfacing Project, Section 20-00308-00-RS.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Twenty-One Thousand Five Hundred Twenty-Two Dollars and Ninety-Six Cents (\$21,522.96) from County Highway Line Item # 030-000-9007 (FY 22) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with no additional reimbursements.

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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 and Appropriating Funds  
For the 2022 CH 32 Resurfacing Project**

**RESOLUTION NO. H-2278-4-22**

**WHEREAS**, the funds need to be approved and appropriated for construction expenses for the 2022 CH 32 Andrews Street Resurfacing Project, Section 22-00314-00-RS.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00) from County Matching Line Item # 031-000-7780-000 (FY 22) to cover expenses for the County's share of the costs.
- (2) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00) from County Bridge Line Item # 034-000-7730-000 (FY 22) to cover expenses for the County's share of the costs.

The total amount appropriated is \$1,700,000.00.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with no additional reimbursements.

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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 and Appropriating Funds  
For the 2022 County Cape Seal Project**

**RESOLUTION NO. H-2279-4-22**

**WHEREAS**, the funds need to be approved and appropriated for construction expenses for the 2022 County Cape Seal Project, Section 22-00312-00-GM.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Three Hundred Ten Thousand Dollars and No Cents (\$310,000.00) from County Highway Line Item # 030-000-9007 (FY 22) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with no additional reimbursements.

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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 and Appropriating Funds for the  
2022 Camp Warren Road Resurfacing Project**

**RESOLUTION NO. H-2280-4-22**

**WHEREAS**, the funds need to be approved and appropriated for construction expenses for the 2022 Camp Warren Road Resurfacing Project, Section 22-00316-00-GM.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) from County Matching Line Item # 031-000-7780-000 (FY 22) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Mt. Zion Township, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with 100% reimbursements from Mt. Zion Township.

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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

H-2280-4-22 Attachment



**Macon County  
Tabulation of Bids**

DATE: March 8, 2022  
 TIME: 10:00 AM  
 SECTION: 22-00316-00-GM  
 ESTIMATE: \$216,324.40

**ITEMS**

Approved  
Engineer's Estimate  
\$216,324.40

UCM  
3151 Robbins Rd.  
Springfield, IL 62791  
\$251,216.42

Dunn Company  
724 North Mercar Street  
Decatur, IL 62522  
\$221,894.12

ITEMS	QUANTITY	UNIT	Approved Engineer's Estimate		UCM		Dunn Company	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
40200800	12.00	TON	\$65.00	\$780.00	\$109.00	\$1,308.00	\$84.00	\$1,008.00
40600290	5,284.00	POUND	\$0.50	\$2,642.00	\$0.92	\$4,861.28	\$0.60	\$3,170.40
40600982	169.20	SQ YD	\$172.00	\$28,706.40	\$19.86	\$3,360.31	\$17.10	\$2,893.32
40604052	1,315.00	TON	\$105.00	\$138,157.50	\$126.34	\$166,137.10	\$116.00	\$152,540.00
40800025	155.00	POUND	\$2.00	\$310.00	\$1.04	\$161.20	\$3.20	\$496.00
40800050	58.00	TON	\$165.00	\$9,570.00	\$339.91	\$19,714.78	\$205.00	\$11,890.00
44201747	86.30	SQ YD	\$170.00	\$14,671.00	\$196.92	\$16,994.20	\$110.00	\$9,493.00
LR403300	11,572.00	SQ YD	\$4.00	\$46,288.00	\$2.88	\$33,327.36	\$2.15	\$24,879.80
X7010216	1.00	L SUM	\$510,000.00	\$510,000.00	\$2,463.71	\$2,463.71	\$9,022.00	\$9,022.00
Z0004542	112.00	SQ YD	\$35.00	\$3,920.00	\$25.79	\$2,888.48	\$38.05	\$4,261.60
<b>Total Bid</b>				\$216,324.40		\$251,216.42		\$221,894.12

As Corrected

**Macon County Board Resolution  
Approving and Appropriating Funds  
For the 2022 CH 21 Reconstruction Project**

**RESOLUTION NO. H-2281-4-22**

**WHEREAS**, the funds need to be approved and appropriated for construction expenses for the 2022 CH 21 Reconstruction Project, Section 21-00310-00-BR.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) from MFT Rebuild Illinois Line Item # 032-000-7790-000 (FY 22) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with no additional reimbursements.

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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  
And Appropriating Additional Funds for the  
Reas Bridge Road Reconstruction Project**

**RESOLUTION NO. H-2282-4-22**

**WHEREAS**, the additional funds need to be approved and appropriated for additional design expenses for the Reas Bridge Road Reconstruction Project, Section 14-00268-03-EG.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Sixty-Four Thousand Five Hundred Fifty-Five Dollars and No Cents (\$64,555.00) from County Bridge Funds Line Item 034-000-7730-000 (FY 22) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with no additional reimbursements.

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PROJECT DATA -**      DATE OF AGREEMENT: 3/7/22      JOB NO.: 6407.01

PROJECT NAME:      Rea's Bridge Road - Environmental and Construction Assistance

START DATE:      4/1/22      ESTIMATED COMPLETION DATE:

LOCATION:      Rea's Bridge Road, Decatur IL

CLIENT:      Macon County Highway Department

CLIENT CONTACT:      Bruce Bird

BILLING ADDRESS:      2405 N Woodford St, Decatur, IL 62526

CLIENT PHONE #:      217-424-1404

**SCOPE OF SERVICES-**      Task 1 - Environmental Clearances: IDNR Endangered Species (Kirtland Snake) Conservation Plan and ITA, Wetland Impact Evaluation and delineation on plans, Army Corp 2<sup>nd</sup> Submittal due to additional wetlands identified by IDOT near end of project requiring a different type of Corp permit, and Special Waste submittal with PESA completed by Hanson Engineers.

Task 2 - Construction Assistance: Steel beam shop drawing reviews for both structures, plus time allowance on an as-needed basis for construction questions and site visits and minor plan changes as requested by the County.

**FEE BASIS -**       Lump Sum Amount

Estimated Cost (figured on time and materials basis) \$64,555

**CONDITIONS -**      THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE ATTACHED PAGE TITLED "TERMS AND CONDITIONS" AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.

**ACCEPTANCE -**      THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE CLIENT OR DULY AUTHORIZED AGENT OF THE CLIENT, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE FEE BASIS.

DATE \_\_\_\_\_ CLIENT \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**CHASTAIN & ASSOCIATES LLC**

DATE 3/7/2022 \_\_\_\_\_

BY Jeremy Buehning \_\_\_\_\_

Title Member \_\_\_\_\_

**Mailing Address:**      5 N. Country Club Rd., Decatur, IL 62521

**CHASTAIN & ASSOCIATES LLC**  
**Consulting Engineers**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**TERMS AND CONDITIONS**

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC (Consultant). Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**AMENDMENTS**

This Agreement may be amended only in writing by both the Client and Consultant.

**FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)**

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$950 per day. A 10% administration fee will be added to all outside vendor expenses.

**DEPOSITIONS AND EXPERT WITNESS**

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

**TIME OF PAYMENT**

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's Invoice. We bill for work done each month by the 10th of the following month.

**LATE PAYMENT**

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

**LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**AUTHORITY AND RESPONSIBILITY**

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

**DULY AUTHORIZED SIGNATORIES**

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

**TERMINATION**

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

**DELIVERABLES AND ELECTRONIC FILES**

Plans, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file or charges outside of our control.

**RECORD DOCUMENTS**

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

**REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. They are not intended or represented to be suitable for reuse by Client or others, on extensions of this work, or on any other work. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession.

**ESTIMATES OF COST**

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the cost, they shall employ an independent cost estimator.

**INFORMATION PROVIDED BY OTHERS**

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**DISPUTE RESOLUTION**

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.



**Macon County Board Resolution Appropriating  
Funds to Purchase Right of Way Parcels 001 & 001 TE  
From Macon County Development Group, LCC for the  
CH 24 Reas Bridge Road Reconstruction Project**

**RESOLUTION NO. H-2283-4-21**

**WHEREAS**, the funds need to be appropriated to purchase Right of Way Parcels 001 & 001 TE from Macon County Development Group, LLC for the CH 24 Reas Bridge Road Reconstruction Project, Section 14-00268-03-EG.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Thirty-Two Thousand Two Hundred Dollars and No Cents (\$32,200.00) from County Highway Funds Line Item 030-000-9005 (FY 22) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2022, and will be paid 100% by Macon County with no additional reimbursements.

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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



Parcel 001  
Macon County  
Route: CH 24 Reas Bridge Road  
Owner: Macon County Development Group, LLC  
Section: 14-00268-03—EG  
Job Number: 6407  
Sta. 20+79 RT. to Sta. 22+85 RT. (CH 24)  
Permanent Index Number: 14-08-34-301-003

**STATE OF ILLINOIS**  
**MACON COUNTY HIGHWAY DEPARTMENT**  
**DECATUR, ILLINOIS**

**DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES**

**THIS INDENTURE WITNESSETH**, That the Grantor **Macon County Development Group, LLC** of the County of **Macon** and State of **Illinois** for and in consideration of the sum of **Thirty One Thousand Seven Hundred Dollars (\$31,700.00)** in hand paid by the County of **Macon**, State of **Illinois** acting by and through it's County Highway Department, or on it's behalf, the receipt whereof is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, do, by these presents, hereby grant, convey and dedicate to the People of the County of **Macon**, State of **Illinois**, for the purpose of a public highway, a tract of land situated in the County of **Macon** and State of **Illinois**, and described as follows:

**PARCEL 001**

A part of Lot 2 of Acorn Hill, being a subdivision in part of the South Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 17 North, Range 3 East of the Third Principal Meridian, Macon County Illinois, as per Plat recorded in Book 1832, Page 393 of the Records in the Recorder's Office of Macon County, Illinois and more particularly described as follows;

Beginning at an iron pin found at the Southeast corner of Lot 2 of Acorn Hill, as per Plat recorded in Book 1832, Page 393 of the Records in the Recorder's Office of Macon County, Illinois; thence on a bearing based on the Illinois Coordinate System East Zone NAD83 (2011) Adjustment South 88 degrees 03 minutes 06 seconds West along the South line of said Lot, a distance of 31.09 feet; thence North 82 degrees 30 minutes 04 seconds West along South line of said Lot, a distance of 175.88 feet to the Southwest corner of said Lot 2; thence North 0 degrees 31 minutes 33 seconds West along the West line of said Lot, a distance of 11.19 feet; thence South 85 degrees 54 minutes 59 seconds East, a distance of 85.67 feet; thence South 77 degrees 20 minutes 13 seconds East, a distance of 123.10 feet to the Point of Beginning, containing 0.055 acres, more or less.

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

The said Real Estate being also shown by the plat hereto attached and made a part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal  
this 14<sup>th</sup> day of March A.D. 2022.

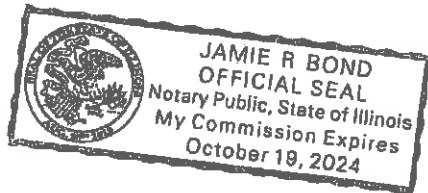
*R. L. ...* (SEAL)  
Macon County Development Group, LLC

STATE OF Illinois  
COUNTY OF Macon

I, Jamie R Bond a Notary Public in and for said  
County, and State do hereby certify that Robert S Giroud

are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of MARCH 2022



Jamie R Bond  
Notary Public

Route FAU 7355 (CH 24)

Section 14-00268-03-BR

County Macon

Parcel 001

Addendum #1

This addendum will grant the following items to the Dedication of Right of Way:

- The County agrees to include in the purchase price for the Dedication an amount of \$1,500.00 for the owner to move and relocate the two brick pedestals from their current location to a suitable location off of the proposed Right of Way. The owner acknowledges that this will be a complete cost reimbursement for this work.

Acknowledgements



Bruce H. Bird, Macon County Engineer

---

Macon County Development Group LLC

Parcel 001TE  
Macon County  
Route: CH 24 Reas Bridge Road  
Owner: Macon County Development Group LLC  
Section: 14-00268-03—EG  
Job Number: 6407  
Sta. 22+20 RT. to Sta. 22+88 RT. (CH 24)  
Permanent Index Number: 14-08-34-301-003

**STATE OF ILLINOIS**  
**MACON COUNTY HIGHWAY DEPARTMENT**  
**DECATUR, ILLINOIS**

**TEMPORARY CONSTRUCTION EASEMENT**

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

The land to be acquired is as described as follows:

**PARCEL 001TE**

A part of Lot 2 of Acorn Hill, being a subdivision in part of the South Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 17 North, Range 3 East of the Third Principal Meridian, Macon County Illinois, as per Plat recorded in Book 1832, Page 393 of the Records in the Recorder's Office of Macon County, Illinois and more particularly described as follows;

Commencing at an iron pin found at the Southeast corner of Lot 2 of Acorn Hill, as per Plat recorded in Book 1832, Page 393 of the Records in the Recorder's Office of Macon County, Illinois; thence on a bearing based on the Illinois Coordinate System East Zone NAD83 (2011) Adjustment South 88 degrees 03 minutes 06 seconds West along the South line of said Lot, a distance of 31.09 feet; thence; thence North 82 degrees 30 minutes 04 seconds West along South line of said Lot, a distance of 175.88 feet to the Southwest corner of said Lot 2; thence North 0 degrees 31 minutes 33 seconds West along the West line of said Lot, a distance of 11.19 feet to the Point of Beginning;

Thence North 0 degrees 31 minutes 33 seconds West along the West line of said Lot, a distance of 55.06 feet; thence South 87 degrees 55 minutes 23 seconds East, a distance of 68.11 feet; thence South 2 degrees 04 minutes 37 seconds West, a distance of 57.30 feet; thence North 85 degrees 54 minutes 59 seconds West, a distance of 65.65 feet to the Point of Beginning,

containing 0.086 acres, more or less.

The said Real Estate being shown by the play hereto attached and made a part thereof.

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

The right, easement and privilege granted herein shall terminate on the 31st day of December, A. D., 2023, or on the completion of the proposed project, whichever is the sooner.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals  
this 14 day of March A.D. 2022.

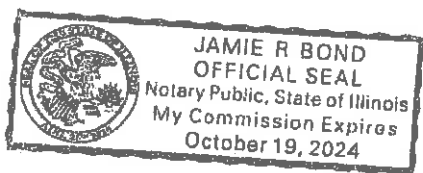
Robert S. Smith, Authorized Agent (SEAL)  
Macon County Development Group LLC

STATE OF ILLINOIS  
COUNTY OF MACON

I, Jamie R Bond a Notary Public in and for said  
County, and State do hereby certify that Robert Ground

is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of March AD 2022



Jamie R Bond  
Notary Public

**Macon County Board Resolution Awarding  
Annual Non-MFT Culvert Bid**

**RESOLUTION NO. H-2284-4-22**

**WHEREAS**, the County held a bid opening for Non-MFT Culverts on

March 9, 2022, at the Macon County Highway Department; and

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby approve Metal Culverts, Inc. as the low bidder for the Annual Non-MFT Culverts in the amount of One Hundred Twenty-Nine Thousand One Hundred Eighty-Eight Dollars and Twenty-Four Cents (\$129,188.24).

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

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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



H-228.4-4-22 Attachment

**Macon County Highway Department**

2405 North Woodford St., Decatur, IL 62526  
 (217) 424-1404 FAX (217) 424-2516  
 www.co.macon.il.us/highway.php

<b>NON-MFT BID TAB</b>				<b>Metal Culverts</b> PO Box 330 Jefferson City, MO 65102	
Date: March 9, 2022 Time: 10:00 A.M. NON MFT FUNDS					
<b>Aluminized Culverts</b>				<b>Unit Price</b>	<b>Total</b>
<b>Diameter</b>	<b>Gauge</b>	<b>Approx. Amount</b>			
10"	16	150	Lin. Ft.	\$ 12.88	\$ 1,932.00
12"	16	510	Lin. Ft.	\$ 14.86	\$ 7,578.60
15"	16	300	Lin. Ft.	\$ 18.70	\$ 5,610.00
18"	16	300	Lin. Ft.	\$ 22.21	\$ 6,663.00
24"	14	120	Lin. Ft.	\$ 37.41	\$ 4,489.20
30"	14	180	Lin. Ft.	\$ 45.93	\$ 8,267.40
36"	14	120	Lin. Ft.	\$ 54.78	\$ 6,573.60
42"	12	90	Lin. Ft.	\$ 90.01	\$ 8,100.90
48"	12	90	Lin. Ft.	\$ 102.54	\$ 9,228.60
60"	12	60	Lin. Ft.	\$ 128.76	\$ 7,725.60
As Read				<b>Sub-Total</b>	<b>\$ 66,168.90</b>
As Corrected					

<b>Aluminized Bands</b>			<b>Price Each</b>	<b>Total</b>
<b>Diameter</b>	<b>Width</b>	<b>Approx. Amount</b>		
10"	12"	5	\$ 19.32	\$ 96.60
12"	12"	5	\$ 22.29	\$ 111.45
15"	12"	5	\$ 28.05	\$ 140.25
18"	12"	5	\$ 33.32	\$ 166.60
24"	12"	2	\$ 56.12	\$ 112.24
30"	24"	2	\$ 91.86	\$ 183.72
36"	24"	4	\$ 109.56	\$ 438.24
42"	24"	2	\$ 180.02	\$ 360.04
48"	24"	2	\$ 205.08	\$ 410.16
60"	24"	2	\$ 257.52	\$ 515.04
As Read			<b>Sub-Total</b>	<b>\$ 2,534.34</b>
As Corrected				

<b>TOTAL ALUMINIZED BID AMOUNT</b>	<b>\$ 68,703.24</b>
------------------------------------	---------------------

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

**RESOLUTION NO. H-2285-4-22**

**WHEREAS**, the County held a bid opening for Signs on March 9, 2022, at the Macon County Highway Department; and

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby approve Stello Products, Inc. as the low bidder for County Signs in the amount of Eleven Thousand Fourteen Dollars and Sixty-Four Cents (\$11,014.64).

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

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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

H-2285-4-22 Attachment

Macon County Highway Department  
2408 North Woodford St., Decatur, IL 62528  
(217) 434-1404 FAX (217) 424-2518  
www.co.macon.il.us/highway.php



SIGNS BID TAB

Date: March 9, 2022  
Time: 10:00 A.M.

Steffo Products, Inc.  
840 W. Illinois Ave.  
PO Box 89  
Spencer, IN 47468

Table with columns: Qty, MUTCD #, Description, Color, Size, Shape or Type, Grade, Price Each, Total. Lists various traffic signs such as 'STOP', 'YIELD', 'SCHOOL BUS STOP AHEAD', etc.

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

**RESOLUTION NO. H-2286-4-22**

**WHEREAS**, the County held a bid opening for Sign Blanks on March 9, 2022, at the Macon County Highway Department; and

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby approve MD Solutions as the low bidder for County Sign Blanks in the amount of Forty-Two Thousand Four Hundred Twenty-One Dollars and Thirty Cents (\$42,421.30).

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

**PRESENTED, PASSED, AND APPROVED** this 14th day of April 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