

The Macoupin County Board was called to order on May 14, 1974 at 1:00 p.m. by Chairman Raymond J. Verneti. Roll call taken: Present 26, Absent 1 and also present was States Attorney, Joseph P. Koval.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

The Clerk read the minutes of the previous meeting. Motion was made by Reznicek seconded by Sexton to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Stanley Smith
John Farmer	Frank Jenkins	Clarence P. Nail	Russell Sexton
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

The Clerk also read the minutes of the Special Meeting which was held May 2, 1974. Motion made by Griva seconded by Stankoven to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	ALBERT Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

The Communications was as follows:

William J. Scott
 Attorney General
 State of Illinois
 Springfield
 62706

May 9, 1974

No. NP-753

COUNTIES:

Power of a County Board to Expend Federal Revenue Sharing Funds and its Own Revenue for County Sheltered Care Homes, Nursing Homes and Homes for the Aged

Honorable Joseph P. Koval
 State's Attorney
 Macoupin County
 128 South Broad
 Carlinville, Illinois 62626

Dear Mr. Koval:

This responds to your request for an opinion concerning the expenditure of Federal Revenue Sharing funds and locally raised funds for county sheltered care homes, nursing homes and homes for the aged. I shall use the term "nursing home" to cover all three categories throughout this opinion, unless from the context it is obvious that I am referring only to one of the specific categories. You have asked several questions, each of which I shall answer in turn.

Your first question is:

"Does the County Board of Macoupin County have the authority to purchase land and to construct, equip, maintain and operate a County nursing home on such land?"

Section 24, of "AN ACT to revise the law in relation to counties" (Ill. Rev. Stat. 1973, ch. 34, par. 303) provides in pertinent part as follows:

"S24. Each county shall have power -
First - To purchase and hold the real and personal estate necessary for the uses of the county, and to purchase and hold, for the benefit of the county, real estate sold by virtue of judicial proceedings in which the county is plaintiff.
* * *

Seventh - To cause to be erected, or otherwise provided, suitable buildings for, and maintain a county hospital and necessary branch hospitals and/or a county sheltered care home or county nursing home for the care of such sick, chronically ill or infirm persons as may by law be proper charges upon the county, or upon other governmental units and to provide for the management of the same. * * * "

Section 1 of "AN ACT in relation to homes for the aged" (Ill. Rev. Stat. 1973, ch. 34, par. 3561) provides in pertinent part as follows:

"S1. Any county is authorized to purchase or construct, equip, operate and maintain one or more homes for the aged. * * * " (See page 264 - S2. Powers of County Board)

Section 2505 of "AN ACT to revise the law in relation to counties" (Ill. Rev. Stat. 1973, ch. 34, par. 406) provides in pertinent part:

"S25.05 Taxes.) To cause to be levied and collected annually, except as hereinafter provided, taxes for county purposes, including all purposes for which money may be raised by the county by taxation, in counties having 15,000 or more but less than 3,000,000 inhabitants not exceeding .10% or the rate limitation in effect on July 1, 1967, whichever is greater, of the value as equalized or assessed by the Department of Local Government Affairs. * * * "

Section 2 of the County Home Act, supra, provides that the county board shall have the power:

"8. To make appropriations from the county treasury for the purchase of land and the erection of buildings for the home, and to defray the expenses necessary for the care and maintenance of the home and for providing maintenance, personal care and nursing services to the patients therein, and to cause an amount sufficient for these purposes to be levied upon the taxable property of the county and collected as other taxes.

* * *

Since, as stated in your letter, Macoupin County has a population according to the 1970 census of 44,557, it is clear from the above quoted provisions that the county board does have authority to expend tax revenues for the purposes set forth in your second question. Such powers are specifically provided for in the cases of county sheltered care homes and county nursing homes by the County Home Act, and generally provided for in the case of homes for the aged by the provisions of "AN ACT to revise the law in relation to counties", supra. Expenditure of funds for homes for the aged would be for a county purpose.

Your third and fourth questions are as follows:

"3. Does the County Board of Macoupin County have the authority to levy 'excess taxes' in the manner and form provided in Sections 27, 27 1/2, 27a, 27b, and 28 of 'An Act to revise the law in relation to the Counties', approved March 31, 1874 (Illinois Revised Statutes, Chapter 34, Sections 501, 502, 503, 504 and 505), for the purposes enumerated in question 2 above?

4. Does the County Board of Macoupin County have authority to provide for the issuance of general obligation bonds (to be paid out of taxes levied for such purpose) to obtain funds for the purposes enumerated in paragraph 2 above?

If the County Board is so authorized, must the question of issuing such bonds, as well as the rate of taxes to be levied to pay such bonds, be submitted to a referendum vote of the legal voters of the County?"

Section 40 of "AN ACT to revise the law in relation to counties" (Ill. Rev. Stat. 1973, ch. 34, par. 306) provides in pertinent part as follows:

"S40. When the county board of any county deems it necessary to issue county bonds to enable them to perform any of the duties imposed upon them by law, they may, by an order, entered of record, specifying the amount of bonds required, and the object for which they are to be issued, submit to the legal voters of their county, at any general or special election, the question of issuing such county bonds. * * * "

This provision provides the necessary authority for the county to issue general obligation bonds. It also provides that the question shall be submitted to the legal voters of the county. A referendum is therefore necessary if general obligation bonds are to be issued.

Section 27 of "AN ACT to revise the law in relation to counties" (Ill. Rev. Stat. 1973, ch. 34, par. 501) provides in pertinent part as follows:

"S27. Whenever the county board deems it necessary to assess taxes the aggregate of which exceeds the taxes which are authorized to be levied without a vote of the people as provided in Section 25.05 of this Act, the county board may, by an order entered of record, set forth substantially the amount of such excess required, the purpose for which the same will be required, and, if for a limited time, the number of years such excess will be required to be levied, and if for the payment of interest or principal, or both, upon bonds shall, in a general way designate the bonds and specify the number of years such excess will be required to be levied, and provide for the submission of the question of assessing the additional rate required to a vote of the people of the county at the next election for county officers held in such county after the adoption of the resolution: * * * "

Section 27 1/2 of the same Act (Ill. Rev. Stat. 1973, ch. 34, par. 502) provides substantially the same authority for a county to raise taxes in addition to the constitutional limit. Both of these provisions authorize the county to levy excess taxes for the purposes enumerated in your second question, and for the purpose of financing general obligation bonds for such purposes.

In regard to your first four questions, see in general my opinion dated July 9, 1971.

1971 Op. Atty. Gen. 64.

Your fifth question is:

"Does the County Board of Macoupin County have authority to provide for the issuance of revenue bonds (to be paid solely from the revenues to be derived from the operation of the nursing home) for the purposes enumerated in paragraph 2 above?

If the County Board is so authorized, must the question of issuing such bonds be submitted to a referendum vote of the legal voters of the County, or does the County Board have authority to issue such revenue bonds without a referendum vote?"

Section 1 and section 3 of "AN ACT in relation to homes for the aged", provide in pertinent part as follows:

"S1. * * * In order to finance any such home, any county may borrow money and issue and sell bonds in such amount or amounts as it may determine, and may refund and refinance the same from time to time whenever the public interest so requires. (Ill. Rev. Stat. 1973 ch. 34, par. 3561.)

S3. * * * Such bonds shall be payable solely and only from the revenues to be derived from the operation of the home for the financing of which they are issued; * * * " (Ill. Rev. Stat. 1973, ch. 34, par. 3563.)

These sections provide that revenue bonds may be issued for the establishment and maintenance of homes for the aged. There is no provision that requires a referendum for the issuance of such bonds. However, there are no provisions to provide for the issuance of revenue bonds for the establishment and maintenance of county sheltered care homes or county nursing homes, and counties have no general authority to issue revenue bonds. Therefore, the county may issue revenue bonds only to the extent that your proposed facility will be used to provide care for the aged.

Your next set of questions deals with the expenditure of Federal Revenue Sharing funds. I shall refer to these questions by letter as you have done in your request. Your first three lettered questions are as follows:

"(a) Is the County Board authorized, without a referendum vote, to expend such Federal funds for the purchase of land for the site of a nursing home.

(b) Is the County Board authorized, without a referendum vote, to expend such Federal funds for the construction of a nursing home, and for the purchase of all equipment and supplies necessary for the maintenance and operation of such nursing home?

(c) Is the County Board authorized, without a referendum vote, to expend such Federal funds for the payment of expenses incurred in the maintenance and operation of such nursing home, such as for salaries, supplies, etc.?"

Section 103 of Title I of the Federal State and Local Fiscal Assistance Act (31 U.S.C. 1222) provides in pertinent part as follows:

"(a) In general. - Funds received by units of local government under this subchapter may be used only for priority expenditures. For purposes of this chapter, the term 'priority expenditures' means only -

(1) ordinary and necessary maintenance and operating expenses for -

- (G) social services for the poor or aged, and
- (2) ordinary and necessary capital expenditures authorized by law.

* * *

I am of the opinion that the expenditure of Federal Revenue Sharing funds for the purchase of land, the construction of the nursing home, and purchase of equipment is authorized by this provision as ordinary and necessary capital expenditures. The purchase of supplies and other expenses incurred in the maintenance and operation of the nursing home with Federal Revenue Sharing funds is also authorized by this provision as ordinary and necessary maintenance and operating expenses for social services for the poor or aged. Both of these types of expenditures are within the definition of "priority expenditures". The only pertinent limitation on the expenditure of Federal Revenue Sharing funds, in regard to your questions, is found in section 123 of Title I of the Federal State and Local Fiscal Assistance Act (31 U.S.C. 1243) which provides in pertinent part that the county, in this case, "will provide for the expenditure of amounts received under subchapter I of this chapter only in accordance with the laws and procedures applicable to the expenditure of its own revenues". I have already stated in answer to your numbered questions that the county board has authority to expend county funds for the enumerated purposes, and that these funds, if they do not involve general obligation bonds or a levy for excess taxes, can be spent without a referendum. Federal Revenue Sharing funds, therefore, may also be spent without a referendum. Whether or not the county board decides to have a referendum to issue general obligation bonds or to raise excess taxes does not affect its authority to expend Federal Revenue Sharing funds without a referendum.

Your fourth lettered question is:

"(d) If the County Board provides for the issuance of revenue bonds to finance the purchase of land for the nursing home, to finance the construction of the nursing home and to finance the purchase of equipment required for the operation and maintenance of such nursing home, is the County Board authorized to pay off such bonds, including principal and interest, with funds received from Federal Revenue Sharing? Is the County Board authorized to pledge payments of Federal revenue sharing monies to be received in the future as security for the payment of principal and interest of such revenue bonds?"

As previously stated in answer to your first three lettered questions, Federal Revenue Sharing funds can only be spent "in accordance with the laws and procedures applicable to the expenditure of its own revenue". Section 3 of "AN ACT in relation to homes for the aged", supra, specifically states that revenue bonds are payable solely and only from revenues derived from the operation of the home. However, whether the county's general revenue funds could still be used to pay the revenue bonds is not clear. See Hairgrove v. City of Jacksonville, 366 Ill. 163 at 174 to 176. Section 6 of the Act (Ill. Rev. Stat. 1973, ch. 34, par. 3566) provides as follows:

"S6. Bonds issued under this Act may be redeemed in whole or in part with any funds provided for such purpose by the government of the United States."

However, this is not sufficient authority to expend Federal Revenue Sharing funds without the authority also to expend the county's general revenue funds. (This does not, however, mean that other Federal funds specifically provided for the purpose of paying off the revenue funds could not be used.) In view of the answers given to previous question, I doubt that there is any real need to answer this question in more detail. However, if you still need such an answer, I will examine the issues further.

Your fifth lettered question is:

"(e) If the County Board provides for the issuance of General Obligation Bonds to finance the costs mentioned in subparagraph (d) above, is the County Board authorized to pay-off such bonds, including principal and interest, with funds received from Federal revenue sharing?"

Regulations for the use of Federal Revenue Sharing funds for the retirement of debt are set forth in the Code of Federal Regulations (31 C.F.R. 51.31(b) and provide as follows:

"(b) Use of entitlement funds for debt retirement. - The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

- (1) Entitlement funds are not used to pay any interest incurred because of the debt,
- (2) The debt was originally incurred for a priority expenditure purpose as defined in this section,
- (3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period),
- (4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart."

It is clear from reading these regulations that Federal Revenue Sharing funds could be used to retire the principal of general obligation bonds used to finance the nursing home. However, such funds could not be used to pay the interest on such bonds.

Your sixth lettered question is:

"(f) Is the County Board authorized to expend such Federal revenue sharing funds previously received and now held by the County for the purchase of land for a site for such nursing home?"

Regulations under the Federal State and Local Fiscal Assistance Act provide at 31 C.F.R. section 51.40 in part, as follows:

"A recipient government which receives entitlement funds under the Act shall:

(b) Use, obligate, or appropriate such funds (including any interest earned thereon while in such trust fund) within 24 months from the end of the entitlement period to which the check is applicable unless approval is obtained from the Secretary for a longer period within which the funds may be utilized. An extension of time in which to utilize the funds must be obtained by application to the Secretary. Such application will set forth the facts and circumstances supporting the need for more time and the amount of additional time requested. The Secretary may grant such extensions of time as in his judgment appear necessary or appropriate.

* * *

Since, as I have previously stated, a county can expend Federal Revenue Sharing funds for the purchase of land for a site for a nursing home, it is authorized to expend such funds as have previously been received. Under the above quoted regulation the county must use, obligate or appropriate Federal Revenue Sharing funds within 24 months from the end of the entitlement period. If the previously received funds are obligated within the required 24 months, then they can be used to purchase land.

Your next three lettered questions are as follows:

"(g) Is the County Board authorized to enter into a contract for the construction and equipping of such nursing home and to provide for the payment of such contract in the following manner -- by expending or paying Federal revenue sharing funds accumulated and held by the County toward the payment of the contract price, and then issuing either revenue bonds or general obligation bonds, to finance the balance due under the contract, (assuming that if a referendum vote for the issuance of such bonds is required such requirement will be fulfilled before the contract is entered into)?

(Example: Contract price - \$800,000.00. Federal revenue sharing funds on hand - \$300,000.00. Pay the \$300,000.00 on the contract and issue bonds for the balance of \$500,000.00.)

(h) If the County had accumulated and had on hand sufficient Federal revenue sharing funds to pay in full the contract referred to in paragraph (g) above, would the County Board be authorized in expending such Federal revenue sharing funds to pay such contract in full without a referendum vote, or without being first required to issue bonds for such purposes?

(i) Is the County Board authorized to enter into a contract for the purposes mentioned in subparagraph (g) above and to provide for the payment of such contract in the following manner - by expending or paying Federal revenue sharing funds accumulated and held by the County toward the payment of the contract price and then enter into an agreement with the contractor to pay the balance of the contract with Federal revenue sharing funds to be received in the future; in other words, pledging future payments of such Federal funds would be applied to the contract price?

(Example: Contract price - \$800,000.00. Federal revenue sharing funds on hand - \$300,000.00. Pay the \$300,000.00 on the contract and pledge Federal revenue sharing funds in the amount of \$500,000.00 to be received in the future for the payment of the balance due under the contract.)"

I am of the opinion that the county board is authorized to enter into any of the three financial arrangements suggested in your questions, with certain qualifications. As I previously stated, Federal Revenue Sharing funds can be spent without a referendum. There is no necessity to first issue bonds for the purpose of building a nursing home. Section 24 of "AN ACT to revise the law in relation to counties", supra, provides in pertinent part that the county shall have

power "to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers". Since the county is authorized to enter into contracts to exercise its corporate powers, which include the establishment and maintenance of county nursing homes, it can also enter into contracts for the expenditure of Federal Revenue Sharing funds for such purposes. This includes the power to obligate Federal Revenue Sharing funds to be received in the future to the same extent as the county is authorized to obligate its own revenue which it is to receive in the future. Such power, as you are aware, is limited. In addition, all Federal Revenue Sharing funds must be appropriated as are other county funds.

Very truly yours,

/s/ William J. Scott

A T T O R N E Y G E N E R A L

Section 2 of the County Home Act (Ill. Rev. Stat. 1973, ch. 34, par. 5362) provides in pertinent part as follows:

"S2. Powers of County Board.) In any county which establishes and maintains a county sheltered care home or a county nursing home for the care of infirm or chronically ill persons, as provided in paragraph 7 of Section 24 of 'An Act to revise the law in relation to counties', approved March 31, 1874, as amended, the County Board shall have power:

1. To acquire in the name of the county by purchase, grant, gift, or devise, a suitable tract or tracts of land upon which to erect and maintain the home, and in connection therewith a farm or acreage for the purpose of providing supplies for the home and employment for such patients as are able to work and benefit thereby. * * *

It is clear from these provisions that the answer to your first question is Yes.

Your second question is:

"Does the County Board of Macoupin County have the authority to expend tax revenues levied and collected pursuant to Section 25.05 of 'An Act to revise the law in relation to Counties,' approved March 31, 1874, (Illinois Revised Statutes, Chapter 34, Section 406) for the following purposes:

- (a) for the purchase of land for a county nursing home,
- (b) for the construction of a building and facilities for a county nursing home,
- (c) for the purchase of equipment necessary for the operation and maintenance of a county nursing home,
- (d) for the payment of the expenses necessary to operate and maintain a county nursing home, such as for salaries, supplies, etc.?"

Motion made by Jenkins seconded by Reznicek to accept communication as read and place on file. Roll call taken, motion carried.

PRESENT:

- | | | | |
|------------------|-----------------|-------------------|------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Russell Masinelli | William Reznicek |
| James Cacciatori | James Hallbauer | Mark Miller | James Savant |
| Arlie Crawford | Herman Hochmuth | Henry Mills | Russell Sexton |
| John Farmer | Frank Jenkins | Clarence P. Nail | Stanley Smith |
| Otis Fenton | John Jubelt | Elmer Perrottet | Donald Stankoven |
| | | | Raymond Verneti |
| | | | Roy Weller |

ABSENT

Thomas Meehan

The Petitions were as follows:

Approved and Recommended by the Road and Bridge Committee, May 10, 1974

- (1) /s/ James Savant
- /s/ Henry Mills
- /s/ Elmer Bruce
- /s/ James Cacciatori

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE

DIVISION 5 - CHAPTER 121 - ILLINOIS ROAD AND BRIDGE LAWS

STATE OF ILLINOIS, COUNTY OF MACOUPIN)
 NORTH OTTER)SS PROJECT # North Otter
 ROAD DISTRICT & TOWN OF GIRARD) Girard #2

TO THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS:

 North Otter
 The undersigned Highway Commissioner of Girard Road District in said County, would respectfully represent that a bridge needs to be built, repaired over E. Fork Otter Creek where the same is crossed by highway near the N.W. Corner of Section 31, T. 12 N., R. 6 W., of the Third Principal Meridian in said town, for which said work North Otter & Girard Road District is responsible; that the total cost of said work will be approximately 20,000 Dollars, which sum will be more than .02% of the value of all taxable property in such road district as equalized or assessed by the Department of Local Government Affairs, and the tax rate for road purposes in such road district was in each year for the two years last past not less than the maximum allowable rate provided for in Section 6-501, Chapter 121, Illinois Revised Statutes.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the County Treasury of a sum sufficient to meet one-half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Carlinville, this 1 day of May A.D. 1974.

<u>/s/ Earl Hays</u>	<u>A. E. Hammond</u>
Highway Commissioner	Highway Commissioner
<u>/s/ Lester G. Allison</u>	<u>/s/ John Matuska</u>
Supervisor	Supervisor

Subscribed and sworn to before me this 1 day of May A.D. 19 74

/s/ Helen Stottler
 Notary Public

(2)

Approved and Recommended by the Road and Bridge Committee, May 10, 1974

- /s/ James Savant
- /s/ Elmer Bruce
- /s/ Henry Mills
- /s/ James Cacciatori

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE

DIVISION 5 - CHAPTER 121 - ILLINOIS ROAD AND BRIDGE LAWS

STATE OF ILLINOIS, COUNTY OF MACOUPIN)
)SS
 ROAD DISTRICT & TOWN OF DORCHESTER)

TO THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS:

The undersigned Highway Commissioner of Dorchester Road District in said County, would respectfully represent that a bridge needs to be built, repaired over West Fork Cahokia Creek where the same is crossed by a highway near the N. Corner of Section 14, T. 7 N., R. 2 W., of the Third Principal Meridian in said town, for which said work Dorchester Road District is responsible; that the total cost of said work will be approximately 8,500 Dollars, which sum will be more than .02% of the value of all taxable property in such road district as equalized or assessed by the Department of Local Government Affairs, and the tax rate for road purposes in such road district was in each year for the two years last past not less than the maximum allowable rate provided for in Section 6-501, Chapter 121, Illinois Revised Statutes.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the County Treasury of a sum sufficient to meet one-half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Carlinville, this 1 day of May A.D. 1974

<u>/s/ Elvin Bud Sawyer</u>
Highway Commissioner
<u>/s/ Orville Thode</u>
Supervisor

Subscribed and sworn to before me this 1 day of May A.D. 1974

/s/ Helen Stottler
 Notary Public

Motion made by Stankoven seconded by Masinelli to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley
Elmer Bruce
James Cacciatori
Arlie Crawford
John Farmer
Otis Fenton

John Garbolino
Don Griva
James Hallbauer
Herman Hochmuth
Frank Jenkins
John Jubelt

Albert Love
Russell Masinelli
Mark Miller
Henry Mills
Clarence P. Nail
Elmer Perrottet

Russell Powell
William Reznicek
James Savant
Russell Sexton
Stanley Smith
Donald Stankoven
Raymond Verneti
Roy Weller

ABSENT:

Thomas Meehan

The Clerk read the Resolutions as follows:

(1)

Approved and Recommended by the Road and Bridge Committee, May 10, 1974.

/s/ James Savant
/s/ Elmer Bruce
/s/ Henry Mills
/s/ James Cacciatori

R E S O L U T I O N

Using County Aid to Township Bridge Funds for the purpose of building a bridge on MONTGOMERY COUNTY LINE; in accordance with Section 5-503, Chapter 121 of the Illinois Statutes,

WHEREAS, the Sixty-sixth General Assembly of the State of Illinois passed an Act to add Section 35a to "An Act to Revise the Law in Relations to Roads and Bridges," which was approved July 25, 1949, providing that any County for the purpose of administering Section 34 and 35 of this Act and having less than 500,000 inhabitants may levy an additional annual tax not exceeding .05 per cent of the full fair cash value, as equalized or assessed by the Department of Revenue, which shall be in addition to all other County taxes, and shall be in excess of any other rate limitations, and

WHEREAS, the County of MACOUPIN has petitioned the MONTGOMERY County Board for aid in constructing a bridge under Division 5, Chapter 121, of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Macoupin County Highway Department, and

WHEREAS, the County of MACOUPIN has agreed to pay an amount of its PROPORTIONATE SHARE from the proceeds of the COUNTY AID TO TOWNSHIP FUND for financing the requested bridge,

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same is hereby granted for aid in the construction of the bridge described below:

COUNTY	LOCATION	ESTIMATED COST
MACOUPIN-MONTGOMERY	Near the East One-Quarter Corner of Section 24, T. 7 N., R. 6 W., of the 3rd P.M. in Staunton Twp.	\$12,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO TOWNSHIP FUND.

COUNTY OF MACOUPIN)
)SS
STATE OF ILLINOIS)

I, Edward Young, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the MACOUPIN COUNTY BOARD, at its adjourned meeting held at CARLINVILLE on the 14th day of May, 1974.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Carlinville in said County this 14th day of May, 1974 A.D.

/s/ Edward Young
Edward Young, County Clerk

(SEAL)

(Macoupin County Valuation \$156,644,465)

Motion made by Powell seconded by Smith to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley
Elmer Bruce
James Cacciatori
Arlie Crawford
John Farmer
Otis Fenton

John Garbolino
Don Griva
James Hallbauer
Herman Hochmuth
Frank Jenkins
John Jubelt

ALBERT Love
Russell Masinelli
Mark Miller
Henry Mills
Clarence P. Nail
Elmer Perrottet

Russell Powell
William Beznicek
James Savant
Russell Sexton
Stanley Smith
Donald Stankoven
Raymond Verneti
Roy Weller

ABSENT:

Thomas Meehan

(2)

GIRARD FIRE PROTECTION DISTRICT #2327

RESOLUTION

WHEREAS, The Girard Fire Protection District was created under the Laws of the State of Illinois in 1954 and has supplied fire protection for the Girard area from that time until the present; and,

WHEREAS, EDD GIBSON has served faithfully and well as trustee of said Girard Fire Protection District from the formation of the District until the present time and desires to be reappointed and,

WHEREAS, it is in the best interest of the Girard area for EDD GIBSON to be reappointed as trustee of said district for a term to expire on the first Monday of May, 1977, after EDD GIBSON shall have filed the Bond required by statute the amount of which Bond is to be set by this County Board.

NOW THEREFORE, BE IT RESOLVED by the County Board of Macoupin County, Illinois, that EDD GIBSON should be and is hereby reappointed as trustee of the Girard Fire Protection District for a period from the present time until the first Monday of May, 1977, or until his successor shall have been appointed and qualified and said EDD GIBSON shall give bond with appropriate sureties in the amount of \$2,000.00 pursuant to statute. A copy of this Resolution and a copy of said Bond shall be filed in the Girard Fire Protection District file numbered 2327 in the Circuit Court for the Seventh Judicial Circuit, Macoupin County, Illinois.

Dated this 14 day of May. 1974

/s/ Raymond J. Verneti

GIRARD FIRE PROTECTION DISTRICT #2327

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS THAT EDD GIBSON of the County of Macoupin and State of Illinois, as principal and Verner D. Hunt and M. C. Shutt as sureties, of the County of Macoupin and the State of Illinois, are held and firmly bound unto the PEOPLE OF THE STATE OF ILLINOIS, in the penal sum of \$2,000.00 Dollars for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators jointly and severally, firmly by these presents.

The condition of the above obligation is such that, WHEREAS, the above bounden EDD GIBSON has been appointed Trustee for the Girard Fire Protection District in the aforesaid County of Macoupin and State of Illinois, for the term of three (3) years until the first Monday in May A.D. 1977, or until his successor has been appointed and qualified.

NOW, if the said EDD GIBSON shall well and truly perform his duties as such Trustee and shall faithfully account for and pay over to the party of parties entitled thereto all moneys that may come into his hands by virtue of said office and shall account for and turn over to his successors in office all records, property, moneys, books, papers and effects that shall come into his hands by virtue of said office, then this obligation shall be void and of no effect otherwise to remain in full force and effect.

WITNESS OUR HAND AND SEAL this 24th day of April, A. D. 1974.

/s/ Edd Gibson (SEAL)
/s/ Verner D. Hunt (SEAL)
/s/ M. C. Shutt (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MACOUPIN)

I, Amelia B. Lynch, a Notary Public in and for and residing in the County of Macoupin and State of Illinois, do hereby certify that EDD GIBSON, as principal, and Verner D. Hunt and M. C. Shutt, 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 their free and voluntary act for the uses and purposes therein set forth.

Dated this 24th day of April, A.D., 1974.

/s/ Amelia B. Lynch
NOTARY PUBLIC

Motion made by Fenton seconded by Smith to accept as read and place on file. Roll call taken, motion carried.

- PRESENT: William Bentley, Elmer Bruce, James Cacciatori, Arlie Crawford, John Farmer, Otis Fenton, John Garbolino, Don Griva, James Hallbauer, Herman Hochmuth, Frank Jenkins, John Jubelt, Albert Love, Russell Masinelli, Mark Miller, Henry Mills, Clarence P. Nail, Elmer Perrottet, Russell Powell, William Reznicek, James Savant, Russell Sexton, Stanley Smith, Donald Stankoven, Raymond Verneti, Roy Weller

ABSENT:
Thomas Meehan

(3)

IN THE CIRCUIT COURT
FOR THE SEVENTH JUDICIAL CIRCUIT OF ILLINOIS
MACOUPIN COUNTY

ORDER APPOINTING PUBLIC DEFENDER

WHEREAS, a vacancy exists in the office of PUBLIC DEFENDER of Macoupin County, and;

WHEREAS J. Richard Meno is duly qualified to serve as PUBLIC DEFENDER of Macoupin County;

NOW THEREFORE BE IT ORDERED AND DECREED by the Presiding Judge of Macoupin County that J. Richard Meno be and he is hereby appointed PUBLIC DEFENDER of Macoupin County effective May 1, 1974, for a term of one (1) year, said appointment terminating May 1, 1975.

/s/ Paul Verticchio
Presiding Judge of Macoupin
County Circuit Court
/s/ Francis J. Bergen

DATED THIS 1ST DAY
OF MAY A.D., 1974.

concur

Motion made by Masinelli seconded by Griva to accept as read and place on file. Roll call taken, motion carried.

PRESENT"

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Raymond Verneti
			Roy Weller
			Donald Stankoven

ABSENT:
Thomas Meehan

(4)

State of Illinois
IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
MACOUPIN COUNTY

IN THE MATTER OF)
THE VIRDEN SANITARY DISTRICT) No. 1998

FINDINGS AND CERTIFICATE OF APPOINTMENT

This 14 day of May, 1974, on suggestion duly received, and after due and sufficient inquiry, the undersigned find:

1. The Virden Sanitary District is a Sanitary district organized and existing under the laws of the State of Illinois pursuant to the provisions of Chapter 42, Paragraphs 299 through 319 of the Illinois Revised Statutes 1971 and is located wholly within Macoupin County.

2. The governing officials of this body or agency, entitled Board of Trustees, and their terms in office are:

MEMBER	ADDRESS	TERM BEGAN	TERM ENDS
Kenneth Oakley	Viriden, Illinois	1971	1974
Charles Jones	Viriden, Illinois	1972	1975
W. W. Manning	Viriden, Illinois	1973	1976

3. A vacancy is about to exist because of the expiration of the term of Kenneth Oakley.

4. Appointments in such cases are to be made by the governing body of the county in which the district is wholly located, pursuant to Chapter 42 Paragraph 301 of the Illinois Revised Statutes 1971. The regular term is for three years, commencing the first meeting of May at the beginning of each term.

WHEREFORE, the following named person is appointed as Trustee of the Virden Sanitary District for the term shown:

MEMBER	ADDRESS	TERM BEGINS	TERM ENDS
Kenneth Oakley	Viriden, Illinois	1974	First Monday in May,

/s/ Raymond J. Verneti

Bond of the Trustee is fixed in the amount of \$500.00 which said bond with good and sufficient surety shall be filed or renewed on or before the aforesaid Trustees new term commences.

Motion made by Cacciatori seconded by Smith to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

- | | | | |
|--------------------|--------------------|------------------------|-------------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Russell Masinelli | William Reznicek |
| James Cacciatori | James Hallbauer | Mark Miller | James Savant |
| Arlie Crawford | Herman Hochmuth | Henry Mills | Russell Sexton |
| John Farmer | Frank Jenkins | Clarence P. Nail | Stanley Smith |
| Otis Fenton | John Jubelt | Elmer Perrottet | Raymond Verneti |
| | | | Roy Weller |
| | | | Donald Stankoven |

ABSENT:

Thomas Meehan

(5)

RESOLUTION

WHEREAS, Counties of 40,000 or over are mandated by the Illinois Revised Statues to have some type of automatic voting devices by the November 5th election of 1974;

WHEREAS, Macoupin County has received bids to furnsih Macoupin County with automatic punch card voting machines for the sum of \$35,457.00;

NOW THEREFORE BE IT RESOLVED that Macoupin County Board enter into contract with Computer Election Systems of Wheaton, Illinois to purchase punch card voting machines according to the terms in the contract for the sum of \$35,457.00.

The chairman of the Macoupin County Board and the Macoupin County Clerk is authorized to sign and execute the contract, a copy of which is attached hereto.

/s/ Raymond J. Verneti
Chairman, Macoupin County Board

ATTEST: /s/ Edward Young
Macoupin County Clerk

Motion made by Stankoven seconded by Cacciatori to accept resolution and place on file. Roll call taken: 25 yes, 1 no and 1 absent.

YES VOTES

- | | | | |
|--------------------|--------------------|------------------------|-------------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Mark Miller | William Reznicek |
| James Cacciatori | James Hallbauer | Henry Mills | James Savant |
| Arlie Crawford | Herman Hochmuth | Clarence P. Nail | Russell Sexton |
| John Farmer | Frank Jenkins | Elmer Perrottet | Stanley Smith |
| Otis Fenton | John Jubelt | | Raymond Verneti |
| | | | Roy Weller |
| | | | Donald Stankoven |

NO VOTES:

Russell Masinelli

ABSENT:

Thomas Meehan

Motion carried.

MACOUPIN COUNTY -- COMPUTER ELECTION SYSTEMS, INC.

PUNCH CARD VOTING AGREEMENT

THIS AGREEMENT, executed this fourteenth day of May, 1974, by and between Macoupin County, hereinafter called "COUNTY" and Computer Election Systems, Inc., a corporation authorized to do business in the State of Illinois with offices at 1001 Eastshore Highway, Berkeley, California, hereinafter called "CES"

WITNESSETH:

CES agree to sell to the County and the County hereby agrees to buy from CES subject to the terms and conditions herein stated the following described property:

250	CES Model I Votomatics @ \$125.00	\$31,250.00
66	CES Demonstrators Votomatics @ 35.00	2,310.00
66	Transfer Cases @ 12.00	792.00
1	Pneumatic Crimper	980.00
1	Ballot Assembly Aid	125.00
		<hr/>
	Total Sales Price	\$35,457.00

TERMS AND CONDITIONS

Section 1. Transportation and Delivery

The above described equipment is F.O.B. Macoupin County Courthouse, Carlinville, Illinois. CES and its insurers will bear the risk of loss until the equipment is delivered to Macoupin County at the F.O.B. point.

Section 2. Delivery and Payment

The above described equipment will be delivered no later than ninety days after the execution date of this agreement subject to shipping conditions beyond CES'S control.

County agrees to pay the Total Sales Price (\$35,457.00) plus taxes within 30 days after receipt of equipment. Title shall pass to County upon receipt of payment of the Total Sales Price.

There shall be added to the Total Sales Price an amount equal to any taxes, however designated, levied or based on such price or on this agreement or the equipment, including State and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by CES in respect of the foregoing, exclusive, however, of taxes based on net income.

Section 3. Warranty

CES warrants the above described equipment as follows:

1. The Model I Votomatic Vote Recorder and other equipment herein described are warranted against defects as a result of material and/or workmanship for one year from delivery of equipment. Such defective equipment or parts thereof shall be replaced or repaired at expense of CES.
2. CES warrants that the equipment ordered hereunder has been approved for use at elections in the State of Illinois.
3. CES warrants that the equipment and programs described herein are of merchantable quality, are fit for the ordinary purposes for which such goods are used, and are free and clear of liens and encumbrances. CES warrants title thereof and will defend the sale provided for by this agreement to the County against all claims.

CES shall pay all labor and transportation costs associated with the warranties hereunder.

Section 4. Patent Indemnity

CES shall defend any suit or proceeding brought against the County so far as based on claim that any equipment or any part thereof, furnished under this Agreement, constitutes an infringement of any patent of the United States, upon notification by the County for the defense of same. In case any equipment or any part thereof, is in such suit held to constitute infringement and the use of said equipment or part thereof is enjoined, CES shall, at its own expense and at its option, either procure for the County the right to continue using said equipment or part thereof, or replace same with non-infringing equipment or part thereof, or modify it so it becomes non-infringing or remove said equipment or part thereof.

Section 5. Services

For the consideration herein stated above, CES will provide the following services and materials to the County,

- a. Ballot Page Layouts.
- B. Assistance to printer in printing ballot pages, ballots and samples.
- c. Ballot page crimping and mask punching--two elections.
- d. Ballot booklet assembly--two elections.
- e. Instruction pamphlets for all registered voters.
- f. Instruction of all Poll Workers--two elections.
- g. Complete aid in ordering all supplies, ballots and ballot pages.
- h. Assistance in complete voter education.
- i. Three official tests of the computer and preparation of the program--two elections.
- j. Training for all Counting Center workers.
- k. Training of all election officials.

Section 6. General

1. If any provision hereof is in conflict with any law, then such provision shall be inoperative to the extent that it so conflicts and shall be deemed to be modified to conform to such law.

2. Any notice required to be given shall be served in the following manner: Upon the County by serving the County Board, Macoupin County Courthouse, Carlinville, Illinois, or such other place as may hereafter be designated in writing by the County, and upon CES by certified mail to COMPUTER ELECTION SYSTEMS, INC., 1001 Eastshore Highway, Berkeley, California 94710, or such other place which may hereafter be designated by CES.

3. This agreement is not assignable without the written permission from County; any attempt to assign any rights, duties or obligations which arise under this agreement without such permission, shall be void.

4. This agreement shall be governed by the laws of the State of Illinois.

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

COMPUTER ELECTION SYSTEMS, INC.

COUNTY OF MACOUPIN
STATE OF ILLINOIS

By _____
President

/s/ Raymond J. Verneti
Chairman, County Board

ATTEST: /s/ Edward Young
County Clerk

(6) RESOLUTION

WHEREAS, the County of Macoupin in the State of Illinois shall enter into contract with Minner Construction Company of St. Louis, Missouri for the GENERAL CONTRUCTION of University Manor - a 98 bed, 1 story, partial basement, skilled nursing care facility located on the east side of Wilson Avenue, Carlinville, Illinois;

WHEREAS, the total sum of \$536,866.00 shall include all items specified in Article VII of the contract agreement;

NOW THEREFORE BE IT RESOLVED, that Macoupin County in the State of Illinois shall enter into contract with Minner Construction Company as GENERAL CONTRACTORS for the construction of University Manor and the sum total being \$536,866.00 and the chairman of the Macoupin County Board and the Macoupin County Clerk is hereby authorized to sign and execute said contract in behalf of the Macoupin County Board in the State of Illinois, a copy of which is attached hereto.

/s/ Raymond J. Verneti
Chairman, Macoupin County Board

ATTEST: /s/ Edward Young
Macoupin County Clerk

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

where the basis of payment is a
STIPULATED SUM

This Document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or Modification

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by the Associated General Contractors of America.

AGREEMENT

made this fourteenth day of May in the year of Nineteen Hundred and Seventy Four

BETWEEN the Owner: The County of Macoupin, State of Illinois
Macoupin County Court House
Carlinville, Illinois 62626

and the Contractor: Minner Construction Company, Inc.
13222 Manchester Road
St. Louis, Missouri 63131

the Project: University Manor, a 98 bed, one story partial basement, skilled nursing care facility, comprising 25,390 square feet, located on the east side of University Avenue at Wilson Avenue in the City of Carlinville, Illinois.

the Architect: Lawrence E. Spellman of Builders Design Service
P.O. Box 442
Edwardsville, Illinois 62025

The Owner and the Contractor agree as set forth below.

ARTICLE 1

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are

as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

The Contractor shall perform all the Work required by the Contract Documents for the General Contract for construction of a skilled nursing care facility known as University Manor, University Avenue, Carlinville, Illinois, 62626, Macoupin County. Job (Plan) #73-27

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced As soon as possible and completed within 200 calendar days, subject to labor disputes or other causes of delay as called forth in the specifications under the general conditions of the contract for construction, AIA Document A201 Edition Article 8.3.1.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of \$541,000.00 less \$8,000.00 for the using of the alternate bid on brick work, plus \$3,866.00 for 100% guarantee bond (All as called for on the plans and in the specifications) making a final contract sum of \$536,866.00

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month Ninety (90) percent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the Thirty days prior to the date on which Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 95 per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

The owner shall withhold a 10% retention of the contract sum until 50% of the dollar amount of the work is completed at which time no further retention is to be withheld on the remaining portion of the work. This retention to be paid in the amount of 50% of the retainage when certified by the architect that the work is progressing satisfactorily. The balance of the retainage shall be paid upon final completion.

When any one item of work as shown on the Contractors application for payment has been completed, the Owner shall place the retainage on that item in an escrow account of a bank. Interest on the escrow account will accrue to the Contractor responsible for that work. Upon final completion, the money in the escrow account will be released to the Contractor.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Specifications, Drawings, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

This agreement pages 1 through 4 dated May 14, 1974.

Specifications including general, supplementary and special conditions and dated March, 1974.

Addendum #1 dated April 4, 1974.

Addendum #2 dated April 12, 1974.

Plan Sheet #1 Plot Plan dated 3-12-74

" #2 Foundation & Basement Plan dated 3-12-74

" #3 Floor Plan dated 3-12-74

" #4 Elevations & Misc. details dated 3-12-74

- Plan Sheet #5 Room Plans & Interior Elev. dated 3-12-74
- " " #6 Door Schedule & Roof Plan dated 3-12-74
- " " #7 Cross Sections & Stair Details dated 3-12-74
- " " #8 Cross Sections dated 3-12-74
- " " #9 Wall Sections dated 3-12-74
- " " #10 Structural Plan dated 3-12-74
- " " #11 Kitchen Plan dated 3-12-74
- " " #12 Kitchen & Dining Room Layout dated 3-12-74
- " " #13 Public Rooms Layout dated 3-12-74

This Agreement executed the day and year first written above.

OWNER The County of Macoupin,
State of Illinois

CONTRACTOR

BY: /s/ Raymond J. Verneti
Chairman of County Board

Minner Const. Co. Inc.

/s/ Edward Young
County Clerk

/s/ J. D. Minner, Pres.

Motion made by Hallbauer seconded by Sexton to accept resolution and place on file. Roll call taken, motion carried.

PRESENT:

- | | | | |
|------------------|-----------------|-------------------|------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Russell Masinelli | William Reznicek |
| James Cacciatori | James Hallbauer | Mark Miller | James Savant |
| Arlie Crawford | Herman Hochmuth | Henry Mills | Russell Sexton |
| John Farmer | Frank Jenkins | Clarence P. Nail | Stanley Smith |
| Otis Fenton | John Jubelt | Elmer Perrottet | Raymond Verneti |
| | | | Roy Weller |
| | | | Donald Stankoen |

ABSENT:

Thomas Meehan

(7)

RESOLUTION

WHEREAS, the County of Macoupin in the State of Illinois shall enter into contract with Griffith Plumbing & Heating of Carlinville, Illinois pursuant to which they will perform work requirements of the plumbing construction for University Manor, job plan 73-27, with work performance commencing and completed with the schedule according to Minner Construction Company, general contractors;

WHEREAS, the amount of payment for performance of the contract shall be \$64,049.00 plus \$640.49 for 100% guarantee bond as called for in specifications totaling \$64,689.49;

WHEREAS, payment to be met according to Article V of the contract agreement including all documents innumarated under Article VII of said agreement;

NOW THEREFORE BE IT RESOLVED that Macoupin County in the State of Illinois shall enter into contract with Griffith Plumbing & Heating of Carlinville, Illinois for the plumbing work as required in said contract and the chairman of the Macoupin County Board and the Macoupin County Clerk is hereby authorized to sign and execute said contract in behalf of Macoupin County in the State of Illinois, a copy of which is attached hereto.

/s/ Raymond J. Verneti
Chairman, Macoupin County Board

ATTEST: /s/ Edward Young
Macoupin County Clerk

STANDARD FORM OF AGREEMENT BETWEEN

OWNER AND CONTRACTOR

where the basis of payment is a

STIPULATED SUM

This Document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by the Associated General Contractors of America.

AGREEMENT

made this fourteenth day of May in the year of Nineteen Hundred and Seventy Four

BETWEEN the Owner: The County of Macoupin, State of Illinois
Macoupin County Court House
Carlinville, Illinois 62626

and the Contractor: Griffith Plumbing and Heating
727 Johnson Street
Carlinville, Illinois 62626

the Project: University Manor, a 98 bed, one story partial basement, skilled nursing care facility, comprising 25,390 square feet, located on the east side of University Avenue at Wilson Avenue in the City of Carlinville, Illinois.

the Architect: Lawrence E. Spellman of Builders Design Service
P.O. Box 442
Edwardsville, Illinois 62025

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, All Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for The plumbing work as required in the construction of a skilled nursing care facility known as University Manor, University Avenue, Carlinville, Illinois, Job (Plan) #73-27

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced and completed in accordance with Schedules established by the Minner Construction Company, Inc., General Contractor.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of \$64,049.00 Plus \$640.49 for 100% Guarantee Bond (As called for in the specifications) making a final contract sum of \$64,689.49.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month Ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the Thirty days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 95 per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

The Owner shall withhold a 10% retention of the contract sum until 50% of the dollar amount of the work is completed at which time no further retention is to be withheld on the remaining portion of the work. This retention to be paid in the amount of 50% of the retainage when certified by the architect that the work is progressing satisfactorily. The Balance of the retainage shall be paid upon final completion.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

- This agreement pages 1 through 4 dated May 14, 1974.
- Specifications including general, supplementary and special conditions and dated March, 1974.
- Addendum #1 dated April 4, 1974
- Addendum #2 dated April 12, 1974
- Plan Sheet #MPE1 Plot Plan dated March 12, 1974
- " " #P2 Floor Plan dated March 12, 1974
- " " #P3 Fixture schedule dated March 12, 1974.
- " " #11 Kitchen Plan dated March 12, 1974.

This Agreement executed the day and year first written above.

OWNER The County of Macoupin
State of Illinois

CONTRACTOR
Griffith Plumbing & Heating

BY: /s/ Raymond J. Verneti
Chairman of County Board

BY: Wm. E. Griffith

/s/ Edward Young
County Clerk

(8)

RESOLUTION

WHEREAS, the County of Macoupin in the State of Illinois shall enter into contract with Elk Heating of Woodriver, Illinois pursuant to which they will perform work requirements of heating ventilation and air-conditioning as required in the contract for a skilled nursing care facility, being University Manor according to job plan, 73-27, with work performance commencing and completed in accordance with Minner Construction Company, general contractor;

WHEREAS, the County shall pay to Elk Heating for work performed under said contract the amount of \$41,400.00 plus \$414.00 for 100% guarantee bond called for in the specifications totaling \$41,814.00;

WHEREAS, payment under said contract to be in the same manner of Article V under same agreement including documents innumarated under Article VII of said agreement;

NOW THEREFORE BE IT RESOLVED that Macoupin County in the State of Illinois shall enter into contract with Elk Heating of Woodriver, Illinois for the heating ventilation and air-conditioning as required in said contract and the chairman of the Macoupin County Board and the Macoupin County Clerk is hereby authorized to sign and execute said contract in behalf of the Macoupin County Board in the State of Illinois, a copy of which is attached hereto.

/s/ Raymond J. Verneti
Chairman, Macoupin County Board

ATTEST: /s/ Edward Young
Macoupin County Clerk

STANDARD FORM OF AGREEMENT BETWEEN

OWNER AND CONTRACTOR

where the basis of payment is a

STIPULATED SUM

This Document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This Document has been approved and endorsed by the Associated General Contractors of America.

AGREEMENT

made this fourteenth day of May in the year of Nineteen Hundred and Seventy Four.

BETWEEN the Owner: The County of Macoupin, State of Illinois
Macoupin County Court House
Carlinville, Illinois 62626

and the Contractor: Elk Heating and Sheet Metal Company
615 Edwardsville Road
Wood River, Illinois 62095

the Project: University Manor, a 98 bed, one story partial basement, skilled nursing care facility, comprising 25,390 square feet, located on the east side of University Avenue at Wilson Avenue in the City of Carlinville, Illinois

the Architect: Lawrence E. Spellman of Builders Design Service
P.O. Box 442
Edwardsville, Illinois 62025

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued Subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the heating, ventilating and air conditioning work as required in the construction of a skilled nursing care facility known as University Manor, University Avenue, Carlinville, Illinois, 62626, Macoupin County. Job (Plan) #73-27

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced and completed in accordance with Schedules established by the Minner Construction Company, Inc., General Contractor.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of \$41,400.00 plus \$414.00 for 100% guaranty bond (as called for in the specifications) making a final contract sum of \$41,814.00.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month Ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the Thirty days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 95 per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

The owner shall withhold a 10% retention of the contract sum until 50% of the dollar amount of the work is completed at which time no further retention is to be withheld on the remaining portion of the work. This retention to be paid in the amount of 50% of the retainage when certified by the architect that the work is progressing satisfactorily. The balance of the retainage shall be paid upon final completion.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

- This agreement pages 1 through 4 dated May 14, 1974
- Specifications including general, supplementary and special conditions and dated March, 1974.
- Addendum #1 dated April 4, 1974.
- Addendum #2 dated April 12, 1974.
- Plan Sheet #M2 Floor Plan dated March 12, 1974.

This Agreement executed the day and year first written above.

OWNER: The County of Macoupin,
State of Illinois

CONTRACTOR: Elk Htg. & Sheet Metal

BY: /s/ Raymond J. Verneti
Chairman of County Board

/s/Robert Lee Rohr, Mgr.

/s/ Edward Young
County Clerk

RESOLUTION No. 7 - Motion made by Hallbauer seconded by Sexton to accept resolution and place on file. Roll call taken, motion carried.

PRESENT:

- | | | | |
|------------------|-----------------|-------------------|------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Russell Masinelli | William Reznicek |
| James Cacciatori | James Hallbauer | Mark Miller | James Savant |
| Arlie Crawford | Herman Hochmuth | Henry Mills | Russell Sexton |
| John Farmer | Frank Jenkins | Clarence P. Nail | Stanley Smith |
| Otis Fenton | John Jubelt | Elmer Perrottet | Raymond Verneti |
| | | | Roy Weller |
| | | | Donald Stankoven |

ABSENT:

Thomas Meehan

RESOLUTION N. 8 - Motion made by Griva seconded by Reznicek to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

- | | | | |
|------------------|-----------------|-------------------|------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Russell Masinelli | William Reznicek |
| James Cacciatori | James Hallbauer | Mark Miller | James Savant |
| Arlie Crawford | Herman Hochmuth | Henry Mills | Russell Sexton |
| John Farmer | Frank Jenkins | Clarence P. Nail | Stanley Smith |
| Otis Fenton | John Jubelt | Elmer Perrottet | Raymond Verneti |
| | | | Roy Weller |
| | | | Donald Stankoven |

ABSENT:

Thomas Meehan

RESOLUTION NO. (9)

R E S O L U T I O N

WHEREAS, the County of Macoupin in the State of Illinois shall enter into contract with Rapp Electric Inc., of Hillsboro, Illinois pursuant to which they will perform work requirements of electrical work as required in the contract for a skilled nursing care facility, job plan 73-27, with work commencing and completed with schedule from Minner Construction Co., general contractors;

WHEREAS, the amount for performance of the contract shall be \$94,328.00 plus \$943.00 for 100% guarantee bond as called for in the specifications totaling \$95,271.00;

WHEREAS, payment to be met according to Article V of the contract agreement including all documents innumerated under Article VII of said agreement;

NOW THEREFORE BE IT RESOLVED that Macoupin County in the State of Illinois shall enter into contract with Rapp Electric Inc. of Hillsboro, Illinois for the electrical work as required in said contract and the chairman of the Macoupin County Board and the Macoupin County Clerk is hereby authorized to sign and execute said contract in behalf of Macoupin County in the State of Illinois, a copy of which is attached hereto.

/s/ Raymond J. Verneti
Chairman, Macoupin County Board

ATTEST /s/ Edward Young
Macoupin County Clerk

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR
where the basis of payment is a
STIPULATED SUM

This Document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by the Associated General Contractors of America.

AGREEMENT

made this fourteenth day of May in the year of Nineteen Hundred and Seventy Four.

BETWEEN the Owner: The County of Macoupin, State of Illinois
Macoupin County Court House
Carlinville, Illinois 62626

and the Contractor: Rapp Electric Company, Inc.
Central Park East
Hillsboro, Illinois 62049

the Project: University Manor, a 98 bed, one story partial basement, skilled nursing care facility, comprising 25,390 square feet, located on the east side of University Avenue at Wilson Avenue in the City of Carlinville, Illinois.

the Architect: Lawrence E. Spellman of Builders Design Service
P.O. Box 442
Edwardsville, Illinois 62025

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the electrical work as required in the construction of a skilled nursing care facility known as University Manor, University Avenue, Carlinville, Illinois, 62626, Macoupin County.
Job) Plan) #73-27

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced and completed in accordance with Schedules established by the Minner Construction Company, Inc., General Contractor.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of \$94,328.00 plus \$943.00 for 100% guaranty bond (as called for in the specifications) making a final contract sum of \$95,271.00

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month Ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the

parties, up to the Thirty days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 95 per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

The owner shall withhold a 10% retention of the contract sum until 50% of the dollar amount of the work is completed at which time no further retention is to be withheld on the remaining portion of the work. This retention to be paid in the amount of 50% of the retainage when certified by the architect that the work is progressing satisfactorily. The balance of the retainage shall be paid upon final completion.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- This agreement pages 1 through 4 dated May , 1974.
- Specifications including general, supplementary and special conditions and dated March, 1974.
- Addendum #1 dated April 4, 1974.
- Addendum #2 dated April 12, 1974.
- Plan Sheet #MPE1 Plot Plan dated March 12, 1974
- " " #M2 Floor Plan dated March 12, 1974.
- " " #E2 Signal & Emergency Lighting dated March 12, 1974.
- " " #E3 Floor Plan dated March 12, 1974.
- " " #E4 Panel Layout dated March 12, 1974.
- " " #11 Kitchen Layout dated March 12, 1974.

This Agreement executed the day and year first written above.

OWNER The County of Macoupin,
State of Illinois

CONTRACTOR Rapp Electric Co. Inc.

By: /s/ Raymond J. Verneti
Chairman of County Board

/s/ J. V. Rapp, Pres.

/s/ Edward Young
County Clerk

Motion made by Nail seconded by Farmer to accept resolution and place on file. Roll call taken, motion.

PRESENT:

- | | | | |
|------------------|-----------------|-------------------|------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Russell Masinelli | William Reznicek |
| James Cacciatori | James Hallbauer | Mark Miller | James Savant |
| Arlie Crawford | Herman Hochmuth | Henry Mills | Russell Sexton |
| John Farmer | Frank Jenkins | Clarence P. Nail | Stanley Smith |
| Otis Fenton | John Jubelt | Elmer Perrottet | Raymond Verneti |
| | | | Donald Stankoven |
| | | | Roy Weller |

ABSENT:"

Thomas Meehan

RESOLUTION (10)

R E S O L U T I O N

WHEREAS, the County of Macoupin in the State of Illinois shall enter into written contract with Baker-Hausser Company of Decatur, Illinois pursuant to which contractors will perform work requirements of kitchen and laundry including equipment for the construction of a skilled nursing home facility being, University Manor, under job plan 73-27, with work performance

commencing and completed with the schedule established by Minner Construction Co., general contractors;

WHEREAS, that Macoupin County pay to Baker-Hauser Company for work performed under said contract the amount of \$26,590.64, less \$840.00 installation cost, less \$1,171.39 sales tax, plus \$169.46 for 100% guarantee bond as called for in the specifications totaling \$24,748.71;

WHEREAS, payment under said contract to be in the same manner according to Article V of said contract and said contractor including all documents innumerated under Article VII of said agreement;

NOW THEREFORE BE IT RESOLVED that Macoupin County in the State of Illinois shall enter into contract with Baker-Hauser Company of Decatur, Illinois for the kitchen and laundry work including equipment as required in said contract and the chairman of the Macoupin County Board and the Macoupin County Clerk is hereby authorized to sign and execute said contract in behalf of Macoupin County in the State of Illinois, a copy of which is attached hereto.

/s/ Raymond J. Verneti
Chairman, Macoupin County Board

ATTEST: /s/ Edward Young
Macoupin County Clerk

STANDARD FORM OF AGREEMENT BETWEEN

OWNER AND CONTRACTOR

where the basis of payment is a

STIPULATED SUM

This Document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by the Associated General Contractors of America.

AGREEMENT

made this fourteenth day of May in the year of Nineteen Hundred and Seventy Four.

BETWEEN the Owner: The County of Macoupin, State of Illinois
Macoupin County Court House
Carlinville, Illinois 62626

and the Contractor: Baker-Hauser Company
132 South Main Street
Decatur, Illinois
P.O. Box 1256 62523

the Project: University Manor, a 98 bed, one story partial basement, skilled nursing care facility, comprising 25,390 square feet, located on the east side of University Avenue at Wilson Avenue in the City of Carlinville, Illinois.

the Architect: Lawrence E. Spellman of Builders Design Service
P.O. Box 442
Edwardsville, Illinois 62025

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the kitchen and laundry room equipment required in the construction of a skilled nursing care facility known as University Manor, University Avenue, Carlinville, Illinois, 62626, Macoupin County. Job (Plan) #73-27

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced and completed in accordance with schedules established by the Minner Construction Company, Inc., General Contractor.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of \$26,590.64 less \$840.00 installation cost and less \$1,171.39 sales tax and plus \$169.46 for 100% Guaranty Bond (as called for in the specifications) making a final contract sum of \$24,748.71.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month Ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the Thirty days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 95 per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

The owner shall withhold a 10% retention of the contract sum until 50% of the dollar amount of the work is completed at which time no further retention is to be withheld on the remaining portion of the work. This retention to be paid in the amount of 50% of the retainage when certified by the architect that the work is progressing satisfactorily. The balance of the retainage shall be paid upon final completion.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this agreement, are enumerated as follows:

- This agreement pages 1 through 4 dated May , 1974.
- Specifications including general, supplementary and special conditions and dated March, 1974.
- Addendum #1 dated April 4, 1974.
- Addendum #2 dated April 12, 1974.
- Plan Sheet #2 Basement Floor Plan dated March 12, 1974.
- " " #11 Kitchen Layout dated March 12, 1974.
- " " #12 Kitchen Dining Room layout dated March 12, 1974.

This Agreement executed the day and year first written above.

OWNER The County of Macoupin
State of Illinois

CONTRACTOR Baker-Hauser Co.

BY: /s/ Raymond J. Verneti
Chairman of County Board

/s/ Glen I. Crawford
Glen I. Crawford
Sales Manager

ATTEST; /s/ Edward Young
County Clerk

Motion made by Sexton seconded by Perrottet to accept resolution and place on file. Roll call taken, motion carried.

PRESENT:

- | | | | |
|------------------|-----------------|-------------------|------------------|
| William Bentley | John Garbolino | Albert Love | Russell Powell |
| Elmer Bruce | Don Griva | Russell Masinelli | William Reznicek |
| James Cacciatori | James Hallbauer | Mark Miller | James Savant |
| Arlie Crawford | Herman Hochmuth | Henry Mills | Russell Sexton |
| John Farmer | Frank Jenkins | Clarence P. Nail | Stanley Smith |
| Otis Fenton | John Jubelt | Elmer Perrottet | Raymond Verneti |
| | | | Donald Stankoven |
| | | | Roy Weller |

ABSENT:

Thomas Meehan

The Clerk read the Claims and Officers Report.

CLAIMS ALLOWED BY THE MACOUPIN COUNTY BOARD

MAY 1974

CIRCUIT COURT, CORONER, STATES ATTORNEY: Probation Officer Mileage & Expense 42.00, Probation Officer Salary 350.00, Jury Commission Clerk's Salary 100.00, Circuit Court; Grand Jurors Salaries 429.27, Circuit Court Supplies 141.30, Coroner's Mileage & Expense 180.35, Coroner's Salary 500.00, States Attorney Supplies 21.85, States Attorney Steno Salary 520.00, Assistant States Attorney Salary 1,000.00, States Attorney Salary 1,833.32. Claims recorded in Register #13, pages 287, 288, 292, 293. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

COUNTY CLERK: County Board Supplies 167.68, County Board Compensation 1,797.70, Planning & Zoning 119.10. Claims recorded in Register #13, pages 296. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

COUNTY TREASURER: Notice of County Board Meeting & Printing 215.95, Printing; Sheriff's Office 8.00, County Officers Courthouse Tolls 195.43, County Officers Operational Monies as per Resolution 49,500.00. Claims recorded in Register #13, pages 292, 288. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

ELECTIONS: Permanent Registration Supplies 496.15, Publishing Notices of Election 321.72, Publishing Copies of Ballots 44.79, Election Supplies 24.53, Compensation of Judges 26.20. Claims recorded in Register #13, pages 289, 290. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

FINANCE: Public Defender Salary 358.33, Public Defender Salary 358.33, Law Library Fund 240.00, Tax Assessment & Collection Supplies 1,022.72, Vital Statistics 615.00, Insurance-Jail 84.00, Macoupin County Action Committee 4,138.00, Gravel Road Section W-15-D 800.00, Contingencies 708.70. Claims recorded in Register #13, pages 287, 291, 290, 293, 296.

Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Vernetti
			Roy Weller

ABSENT:

Thomas Meehan

LEGISLATION: Photostat Supplies 448.89, Photostat Extra Help Salary 18.75, Photostat Salary 520.00, Supr. of Assessments Assistants Mileage 26.88, Supr. of Assessments Mileage & Expense 43.60, Supr. of Assessments Office Expense 42.75, Supr. of Assessments Supplies 26.05, Supr. of Assessments Salary 1,000.00, Supr. of Assessments Assistants Salary 1,000.00. Claims recorded in Register #13, pages 291, 292, 295. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Vernetti
			Roy Weller

ABSENT:

Thomas Meehan

PUBLIC HEALTH: Aid to Dependent Children 210.00, Anti-Rabies Supplies 643.01. Claims recorded in Register #13, pages 287. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Vernetti
			Roy Weller

ABSENT:

Thomas Meehan

SHERIFF: Courthouse Repairs 304.30, Courthouse Supplies 844.30, Courthouse Gas 448.72, Jail Supplies 163.67, Jail Repairs 18.60, Jail Medical Expense of Inmates 59.50, Jail Food 414.64, Jail Gas 77.09. Claims recorded in Register #13, pages 289, 290, 291. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Vernetti
			Roy Weller

ABSENT:

Thomas Meehan

SUPT. OF EDUCATIONAL SERVICE REGION: Supt. of Educational Service Region Steno Salary 520.00, Supt. of Educational Service Region Extra Help Salary 206.25, Supt. of Educational Service Region Steno & Extra Help Mileage 22.36, Supt. of Educational Service Region & Assistants Mileage 31.80, Supt. of Educational Service Region Supplies & Postage 469.14. Claims recorded in Register #13, pages 294. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Vernetti
			Roy Weller

ABSENT:

Thomas Meehan

COUNTY HOME: County Home Supplies 3,516.83, County Home Salaries 9,659.94. Claims recorded in Register #13, pages 299, 300, 301, 302, 303, 304, 305. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

ROAD AND BRIDGE: County Highway 17,165.03, County TWP Bridge 2,181.88, County M.F.T. 48,329.22, Township M.F.T. 5,725.43, Federal Aid Matching 13,500.00, Gravel Road Sec. W-15-D 735.84. Claims recorded in Register #8, pages 186, 187. Motion made by Sexton seconded by Cacciatori to accept as read and place on file. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

COUNTY CLERK
REVENUE OPERATIONAL EXPENSE ACCOUNT
APRIL 1974

Balance on hand April 1, 1974		000.00
RECEIPTS - Operational Monies		8,000.00
DISBURSEMENTS		
SALARIES		
Edward Young	1,000.00	
Shirley M. Russell	520.00	
Mary M. Derrick	480.00	
Diana Lyons	480.00	
Agnes Frank	480.00	
Dorothy Kreevich	480.00	
Lorraine Plovich	174.56	
Dorothy Beyer	520.00	
Eileen Madden	480.00	
	<hr/>	4,614.56
MILEAGE		
Agnes Frank	20.00	
Dorothy Kreevich	21.00	
Lorraine Plovich	5.44	
Diana Lyons	11.76	
Dorothy Beyer	21.00	
Eileen Madden	14.28	
	<hr/>	93.48
REVENUE EXPENSE		
Addressograph Supplies & Maint.	747.09	
Supplies	937.10	
Telephone	154.09	
Excess Monies	1,453.68	
	<hr/>	3,291.96
TOTAL DISBURSEMENTS		8,000.00
Balance on hand April 30, 1974		000.00

COUNTY CLERK FEE ACCOUNT
APRIL 1974

Balance on hand April 1, 1974	000.00
RECEIPTS	3,817.30
DISBURSEMENTS	
County Treasurer - Clearing Out Account	3,817.30
Balance on hand April 30, 1974	000.00

COUNTY CLERK
MONTHLY REAL ESTATE STAMP ACCOUNT
APRIL 1974

Balance on hand April 1, 1974	27,168.50
RECEIPTS	<u>1,609.50</u>
TOTAL	28,778.00
DISBURSEMENTS	1,150.00
Transfer of Funds as per Resolution	<u>15,000.00</u>
Balance on hand April 30, 1974	12,628.00

TAX REDEMPTION MONTHLY REPORT

Balance April 1, 1974	1,395.07
Receipts and Deposits	<u>1,193.59</u>
Total	2,588.66
Disbursements	<u>1,033.99</u>
Balance on hand April 30, 1974	1,554.67

RECONCILIATION

Balance April 30, 1974	1,544.67
------------------------	----------

Due to Purchasers, etc:

Classic Leasing	854.23
Service Tax Co.	312.36
Sammie Govan	37.08
Will Stribling	58.10
H. W. Baker	15.03
Carl Wallis	8.59
W. W. Denby	142.10
Carol Zirkelbach	6.94
J. Vercoglio	11.06
Richard Lane	9.72
Refused by purchasers	78.21
Overcharges	.25
Clerk's Fees	27.00

Less \$6.00 overpayment to Service Tax April, 1974	<u>-6.00</u>
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1,544.67

STATES ATTORNEY ACCOUNT

Balance April 1, 1974	000.00
Operational Monies, April 1974	<u>4,000.00</u>
Total	4,000.00

EXPENDITURES:

SALARIES	
Joseph P. Koval	1,833.32
Edmond H. Rees	1,000.00
Paula Beasley	<u>520.00</u>
	3,353.32

EXPENSES:

Supplies	91.27
Excess Fees	<u>555.41</u>
	646.68

Total Expenses	4,000.00
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Balance on hand April 30, 1974	000.00
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GENERAL FUND "A" & STATES ATTORNEY FEE ACCOUNT

Balance April 1, 1974	000.00
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RECEIPTS

Fees	60.00
Fines	153.20
Reimbursement of Salary	<u>1,000.00</u>
Total Receipts	1,213.20

DISBURSEMENTS

County Treasurer-General Fund	1,213.20
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Balance on hand April 30, 1974	000.00
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MONTHLY REPORT FOR THE MONTH OF
APRIL 1974

CIRCUIT CLERK
MAGISTRATE DIVISION

Balance on hand April 1, 1974	0,000.00
Clerk Fees	4,466.75
Library Fees	<u>37.00</u>
	4,503.75
DISBURSEMENTS	
Marilyn Dana	520.00
Lois Price	480.00
Betty Claro	480.00
Marilyn Dana, Mileage	20.80
Lois Price, Mileage	11.76
Betty Claro, Mileage	15.12
John Pressler, Judgment	41.15
Hillegrand, & Cook, refund	3.00
Dennis L. Buckley, refund	1.50
Allan Zippay, Treasurer, Excess Fees	2,893.42
Allan Zippay, Treasurer, Library Fees	<u>37.00</u>
Total	4,503.75
OTHER DISBURSEMENTS	
Allan Zippay, Treasurer, Fines	1,907.00
Richard Zarr, Sheriff	229.00
Restitution	658.27
Joseph P. Koval, State's Attorney	30.00
Benld, City of, Fines	442.00
Brighton, City of	70.00
Bunker Hill, City of	297.00
Carlinville, City of	1,096.00
Gillespie, City of	493.00
Girard, City of	70.00
Mt. Olive, City of	148.00
Palmyra, Village of	35.00
Shipman, Village of	53.00
Staunton, City of	65.00
Virden, City of	528.00
Wilsonville, Village of	<u>50.00</u>
Total	6,171.27

CIRCUIT CLERK
MONTHLY REPORT
APRIL 1974

Balance on hand April 1, 1974	6,282.52
Clerk's Fees	<u>7,602.37</u>
	13,884.89

(Above sum includes \$5,000.00 operating fund from Treasurer's Office)

(Above sum also includes following bonds transferred from Magistrate Division:

- \$500.00 for William T. Craig - Book 17 on Page 207
- \$350.00 for Marty Morelock - Book 17 on Page 230

DISBURSEMENTS	
Philip Brown (salary)	1,125.00
Mary A. Peretti (salary)	520.00
Kathryn D. Hasquin (salary)	480.00
Kathryn D. Hasquin (travel pay)	22.00
General Telephone Company of Illinois	194.34
Wendell Bates, Post Master (postage)	262.00
Farmers & Merchants National Bank (printed checks)	8.38
Frank Thornber Company (office supplies)	1,115.81
Macoupin County Enquirer (office supplies)	38.75
Philip Brown, Circuit Clk (reimbursement Cir. Clks meeting)	<u>15.00</u>
	3,781.28
Alex Perardi (restitution 74-J-11)	<u>51.57</u>
	3,832.85
Secretary of State, Passport Division (passports)	<u>170.00</u>
	4,002.85
Michael A. Zippay, County Treasurer (excess funds)	<u>6,282.52</u>
	10,285.37

RECEIVED FROM OTHERS	RECEIPTS	DISBURSEMENTS
Judgements and Fines	\$869.00	\$869.00

(Following is Distribution of Above Bonds:

Michael A. Zippay, Co. Treasurer (fine) (Bk 17 on Page 207)	100.00
Richard Zarr, Sheriff (Sheriff's Fees) (Bk 17 on Page 207)	7.40
Joseph P. Koval, State's Atty (State's Atty Fee) (Bk 17 on Page 207)	15.00
Philip D. Wynn, Solicitors Fee (Bk 17 on Page 207)	307.60
Joseph P. Koval, State's Atty (State's Atty Fee) (Bk 17 on Page 230)	15.00
Richard Zarr, Sheriff (Sheriff's Fees) (Bk 17 on Page 230)	20.80
Marty Morelock (Balance bond after costs) (Bk 17 on Page 230)	251.80
Richard Zarr, Sheriff (Sheriff's Fees) (Bk 17 on Page 230)	7.40

COUNTY TREASURER'S ACCOUNT REPORT
APRIL 30, 1974

Balance on hand April 1, 1974		.00
RECEIPTS		
Estimated Operational Monies		<u>7,000.00</u>
		7,000.00
EXPENDITURES		
SALARIES		
M.A. Zippay	1,000.00	
Wilma Cox	520.00	
Phyllis Petrolina	520.00	
Frances Balestri	520.00	
Sandra Cunningham	480.00	
Erminia Wenzel	480.00	
Ruth Savant	480.00	
Sue Hannah	370.86	
Mary Ann Cherry	<u>37.50</u>	
		4,408.36
MILEAGE		
Wilma Cox	12.80	
Phyllis Petrolina	20.00	
Frances Balestri	16.72	
Sandra Cunningham	17.64	
Erminia Wenzel	14.40	
Ruth Savant	14.28	
Sue Hannah	12.60	
Mary Ann Cherry	<u>1.44</u>	
		109.88
POSTAGE		
Wendell Bates, Postmaster	530.00	530.00
MISCELLANEOUS		
Jack Roach	5.00	5.00
SUPPLIES		
Apeco Corporation	76.55	
S.C.M. Corporation	13.79	
The Benld Enterprise	431.92	
Illinois Office Supply	16.70	
Hailstone Office Machines	69.56	
J & A Stationers	<u>22.20</u>	
		630.72
TELEPHONE		
General Telephone Company	56.49	56.49
CONVENTION, TRAVEL EXPENSE, ETC.		
M.A. Zippay	1 trip to Springfield	15.00
	1 trip to Shelbyville	<u>26.80</u>
		41.80
EQUIPMENT REPAIRS & UPKEEP		
Pitney Bowes	54.50	<u>54.50</u>
	TOTAL EXPENDITURES	5,836.75
Transfer to General Fund--Clearing out Account		<u>1,163.25</u>
		7,000.00
Bank Balance April 30, 1974		.00

REPORT FOR THE MONTH OF APRIL 1974
(PROBATE DIVISION)

RECEIPTS		
Clerk fees		3,671.00
DISBURSEMENTS		
Vera Selvo (salary)		520.00
Margarite Pianfetti (salary)		480.00
Vera Pratt (salary)		520.00
Vera Pratt (mileage)		11.52
Margarite Pianfetti (mileage)		8.96
Minnie Boston (reporter fee received as Clerk fees)		2.60
Sadie M. Taylor (refund received as Clerk fees)		1.15
State Registrar of Vital Records (birth certificate)		2.00
Earl Barnes (refund rec'd as Cash Bond)		108.00
Central Trust Bank (rental)		42.00
Modern Business Systems Supplies		332.53
M.A. Zippay, County Treasurer		<u>1,642.24</u>
		3,671.00

RECEIVED FOR OTHERS

M. A. Zippay (Library fees)	RECEIVED \$33.00	DISBURSEMENTS \$33.00
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SHERIFF'S OFFICE MONTHLY REPORT APRIL 1974

Balance on hand-April 1974		000.00
RECEIPTS-Operational Monies		20,000.00
DISBURSEMENTS		
Richard Zarr, Sheriff	1,000.00	
William Bechem, Chief	830.00	
Betty Hoover	520.00	
Janice Goodman	480.00	
Joseph Liston	525.00	
Herbert Hoover	712.50	
Frank Braido	700.00	
James Aulabaugh	700.00	
Richard Eller	700.00	
Kenneth Noble	700.00	
Kenneth Robertson	350.00	
	<u>7,217.50</u>	7,217.50
JAILER-SALARIES		
John Hedden, Cpl Jailer	621.00	
Charles Franzoi	525.00	
David Maberry	120.00	
Mark W. Boehm	384.00	
William Burton	456.00	
Robert Stratton	72.00	
David Lienard	192.00	
	<u>2,370.00</u>	2,370.00
JAIL-COOKS SALARIES		
Mary Genta	200.00	
Annabelle Goodman	275.00	
	<u>475.00</u>	475.00
JANITOR SALARY		
John Roach	525.00	525.00
EXTRA JANITOR-SALARIES		
Jesse Johnson	144.00	
Elvia Stoddard	144.00	
	<u>288.00</u>	288.00
SPECIAL DEPUTIES SALARIES		
Janice Goodman	13.50	
Herbert Hoover	9.00	
Donald Lolie	24.75	
James Aulabaugh	29.25	
Charles Franzoi	136.25	
Mark Boehm	11.25	
Edith Monschein	40.00	
Jerry Sucech	27.00	
Kenneth Robertson	350.00	
	<u>641.00</u>	641.00
SHERIFF & DEPUTIES MILEAGE		
Richard Zarr, Sheriff	492.80	
William Bechem, Chief	412.05	
	<u>904.85</u>	904.85
SHERIFF OFFICE-DEPUTIES MILEAGE		
Betty Hoover	20.16	
Herbert Hoover	21.12	
Frank Braido	13.60	
Charles Franzoi	14.28	
	<u>69.16</u>	69.16
OFFICE EXPENSE		
Post Office (postage)	42.00	
Staunton Telephone (Bechem Pers)	10.47	
General Telephone (office 4-8921)	59.02	
" " (office 4-3135)	282.57	
	<u>394.06</u>	394.06
OFFICE SUPPLIES		
Paymaster-Plate for check writer	12.50	
Hailstone Machines check writer	62.86	
	<u>75.36</u>	75.36
MEALS, LODGING & CONVEYING PRISONERS		
Richard Zarr, Sheriff	7.88	
Wm. Bechem, Chief	5.14	
	<u>13.02</u>	13.02
SHERIFF & DEPUTIES UNIFORMS, AMMO ETC.		
Leon Uniform	18.50	
Police Equipment Co.	16.20	
	<u>34.70</u>	34.70

COUNTY CAR FUND

Jos. Boente & Sons	7.35	
Hi Service Sta	41.10	
Ray's Standard	6.75	
Pressler's Conoco	93.74	
Brunetto Bros.	28.45	
Medora Truck Stop	148.75	
Hi Robo	80.15	
Wareco	452.26	
Sedlack Service Sta.	46.05	
Jay's Service Sta.	197.20	
Quality Motors	24.50	
"66" Terminal	84.47	
LaRosa Mitchell	11.65	
Hilberts Service	94.98	
Hall-Sims Oil Co.	250.99	
	<hr/>	
		1,568.39
		<hr/>
TOTAL DISBURSEMENTS		14,576.04
Excess Monies		5,423.96
		<hr/>
		20,000.00

SHERIFF'S MONTHLY FEE REPORT
APRIL 1974

Balance on hand April 1974	000.00
Receipts-deposited April 30, 1974	1,619.25
Transfer of funds (County Treas.)	
M.A. Zippay, check #129	1,619.25

MACOUPIN COUNTY JAIL REPORT FOR APRIL 1974

Prisoners Received	49			
Prisoners Discharged	53			
		Pris.	Days	Meals
Prisoners rec'd & dis'd within April		57	152	456
Prisoners rec'd this month, still Incar.		4	13	39
Prisoners rec'd in Prev. mos. & dis'd in April		8	54	162
Prisoners rec'd in prev. mos., still Incar.		1	0	0
		<hr/>	<hr/>	<hr/>
			219	657

Total Groceries for April 1974	\$414.64
Salary of Jail Cooks for April	475.00
Average costs per meal, for the month of April 1974	1.35
Of this \$1.35 per meal, this includes Cook's salary	

MACOUPIN COUNTY NURSING HOME
APRIL 1974

RECEIPTS	
IPAC Patients	4,770.00
Private Patients	7,939.00
TOTAL RECEIPTS	12,709.00
EXPENDITURES	
General Payroll	3,823.46
Nursing Payroll	5,836.48
Food	1,579.58
Water, Elect., Fuel, Telephone	1,058.29
General Supplies	282.95
Nursing Supplies	199.75
Carlinville Sanitation & Garella Pest	110.75
Transportation	15.00
Insurance (Fire)	53.00
Educational Seminars	1.00
Dues-County Nursing Home Assoc.	62.50
Repair-Window Fan	4.16
Repair-T.W.	12.85
TOTAL EXPENDITURES	13,039.77
Loss	330.77
Average Patient for April 1974	41.2

COUNTY HIGHWAY

Carrol K. Bacon	700.00
William A. Bouillon	700.00
Michael Cummings	788.00
Harvey Deatherage	745.00
Anthony Dobrinic Jr.	700.00
Frank Genetti	700.00
Gary L. Link	700.00
Keith Smith	700.00
Louis Steward	700.00
Paul Wood	700.00
Michael Woolfolk	700.00

David Spurney	700.00
Hal Redfern	1225.00
Myrtle Kessinger	480.00
Helen Stottler	520.00
Dwight Brown	745.00
Thomas Butler	60.00
Richard Garbin	400.00
Frank Lyons	460.00
John Tenikat	20.00

TO THE CHAIRMAN OF THE COUNTY BOARD AND COUNTY CLERK:

AS PRESCRIBED BY LAW--THE FINANCIAL STATUS OF ALL FUNDS AT THE END OF APRIL 30, 1974.

1. General Fund	103,693.66
2. General "A" & States Attorney Fees Account	.00
3. County Nursing Home	787.24
4. Illinois Municipal Retirement Fund	28,949.39
5. Inheritance Tax Fund	56,097.81
6. Mental Deficiency Fund	5,363.14
7. Condemnation Fund	17,356.25
8. Audit Tax Fund	200.95
9. Dog Tax Fund	1,858.88
10. South Otter Drainage District	1,050.75
11. Privilege Tax Fund	2,760.81
12. Law Library Fund	2,857.07
13. County Farm Account	9,163.98
14. Anti-Rabies Fund	859.99
15. Emergency Relief Fund	.00
16. Tuberculosis Fund	27,250.45
17. County Court Trust Fund	3,116.04
18. Treasurers' Account	.00
19. States Attorney Fund	.00
20. Election Fund	31,960.52
21. Rural Patrol Fund	2,645.00
22. Macoupin County Animal Control Fund	928.50
23. Tax Fund	8,182.04
24. Highway Payroll Clearing Account	.00
25. County Highway Fund	52,394.79
26. Township Motor Fuel	152,274.38
27. County Motor Fuel	157,649.82
28. County Township Bridge Account	27,272.65
29. Federal Aid to Roads Account	111,702.54
30. Suspense Account	21,591.25
31. Gravel Road Account	550.69
32. Tax Sales Fees Account	4,791.00
33. Personal Tax Escrow Account	.00
34. Revenue Sharing Trust Fund	664.95
35. County Officers' Fund	13,383.20

INVESTMENTS

1. Township Motor Fuel	232,000.00
2. County Motor Fuel	450,000.00
3. County Officers' Fund	235,000.00
4. Suspense Account	211,923.80
5. Revenue Sharing Trust Fund	569,408.25

/s/ M.A. Zippay
County Treasurer

States Attorney, Joseph P. Koval, reported purchasing a copy machine for his office and asked the County Board if they would share the expense for paper since a lot of the work done on it is for the County. A motion was made by Sexton seconded by Griva to accept his request. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Archie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

The Committee Reports were as follows:

- (1) The County Treasurer's Committee has met and approved the purchase of a used posting machine from the Shelby Loan & Trust Company, Shelbyville, Illinois, at a cost of \$315.00. Motion made by Weller seconded by Bruce to accept report. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

(2) The Fees & Salaries Committee checked to see how many County employees would want the hospitalization insurance from Metropolitan Insurance Co. Out of a 62 enrollment, only 16 employees would like to have the insurance. A 75% or a 46 enrollment would be necessary for a group policy to be issued. The insurance plan was rejected. Motion made by Hallbauer seconded by Stankoven to accept report. All was in favor, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

(3) The Circuit Court, Coroner & States Attorney Committee met to approve the purchase of 2 typewriters for the Circuit Court Office and the States Attorney office. They approved the purchase subject to the County Board approval. Motion made by Savant seconded by Powell to allow the purchase of the 2 typewriters and accept report. Roll call taken, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

(4) The Nursing Home Committee reported Mr. John Schien wished to tap into the 4-inch water line of the County Nursing Home. They said a written agreement could be drawn up by the States Attorney so Mr. Schien would not infringe on the Nursing Home. A Motion was made by Reznicek seconded by Masinelli to table this agreement. All was in favor, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

The New Business was as follows:

(1) To appoint members of the Board of Review. Ralph Huson of Palmyra, Russell Sexton of Gillespie and Cerillo Tarter of Behd was selected to the board. Motion by Savant seconded by Stankoven to accept the men appointed. All was in favor, motion carried.

PRESENT:

William Bentley	John Garbolino	Albert Love	Russell Powell
Elmer Bruce	Don Griva	Russell Masinelli	William Reznicek
James Cacciatori	James Hallbauer	Mark Miller	James Savant
Arlie Crawford	Herman Hochmuth	Henry Mills	Russell Sexton
John Farmer	Frank Jenkins	Clarence P. Nail	Stanley Smith
Otis Fenton	John Jubelt	Elmer Perrottet	Donald Stankoven
			Raymond Verneti
			Roy Weller

ABSENT:

Thomas Meehan

(2) The County Board should inquire about insurance for the nursing home project against liability, theft and insurance to cover materials used in construction. A motion was made by Sexton seconded by Griva to turn this matter over to the Nursing Home Committee and give them the power to act with the assistance of the States Attorney. Roll call taken, motion carried.

PRESENT:

William Bentley
Elmer Bruce
James Cacciatori
Arlie Crawford
John Farmer
Otis Fenton

John Garbolino
Don Griva
James Hallbauer
Herman Hochmuth
Frank Jenkins
John Jubelt

Albert Love
Russell Masinelli
Mark Miller
Henry Mills
Clarence P. Nail
Elmer Perrottet

Russell Powell
William Reznicek
James Savant
Russell Sexton
Stanley Smith
Donald Stankoven
Raymond Verneti
Roy Weller

ABSENT:

Thomas Meehan

A motion was made by Reznicek seconded by Griva to accept mileage & per diem. All was in favor, motion carried.

PRESENT:

William Bentley
Elmer Bruce
James Cacciatori
Arlie Crawford
John Farmer
Otis Fenton

John Garbolino
Don Griva
James Hallbauer
Herman Hochmuth
Frank Jenkins
John Jubelt

Albert Love
Russell Masinelli
Mark Miller
Henry Mills
Clarence P. Nail
Elmer Perrottet

Russell Powell
William Reznicek
James Savant
Russell Sexton
Stanley Smith
Donald Stankoven
Raymond Verneti
Roy Weller

ABSENT:

Thomas Meehan

A motion was made by Hallbauer seconded by Nail to adjourn until the next regular board meeting on Monday, June 10, 1974.

Meeting adjourned at 3:25 p.m.

Edward Young, County Clerk

Raymond J. Verneti
Raymond Verneti, Chairman