

The Adjourned Meeting of the County Board was called to order on Tuesday, January 13, 1981, at 1:00 P.M. by Chairman John Jubelt.

The meeting opened with the Pledge of Allegiance to the Flag.

The Chairman asked for a brief silence in honor of the late Chief Deputy William Bechem.

Roll call was taken, and twenty-three members were present and four absent.

PRESENT

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWink
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The COMMITTEE REPORTS were read as follows:

The Sheriff's Committee reported the following:

SHERIFF
MINUTES

Dec. 22, 1980
7:00 P.M.

ATTENDANCE: Ted Tomso, Vic Scopel, Dave Cerar, John Garbolino, Keith Mefford, Frank Snyder, Richard Zarr.

Committee discussed purchase of property - Madden property \$50,000.00. Lynch Property \$45,000.00. Brokers -- Dec. 19, 1980. The Committee took thirty minutes recess to inspect property. Motion made by Dave Cerar, seconded by John Garbolino to recommend to the Board the purchase of property. Roll call: All yes. Motion carried.

Motion by Cerar seconded by Conklin to accept the report. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWink
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(Continuation of Sheriff's Committee Report) Motion made by Keith Mefford, seconded by Ted Tomso to hire two deputies, process server and investigator; deputies and process server at \$1,195.00 and investigator \$1,225.00 plus hospital insurance. Roll call: All yes. Motion carried.

Motion by Long seconded by Cerar to accept the report. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWink
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(Continuation of Sheriff's Committee Report) Committee discussed purchasing of new cars for Sheriff Department. Motion made by Dave Cerar, seconded by John Garbolino, that bids be published for 14 new cars, according to Sheriff's specifications, and Sheriff Committee have authority to accept or reject all bids. Roll call: All yes. Motion carried.

Motion by Conklin seconded by Tomso to accept the report. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWink
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Motion by Hallbauer seconded by Mefford that the Sheriff's Committee be given the authority to proceed with the purchase of the two pieces of property that was mentioned in the first report. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso

Roll call continued

VOTED YES

Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

Motion by Bivin seconded by Conklin to allow the additional personnel to the Sheriff's Office. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

Motion by Cerar seconded by Garbolino to purchase the cars and give the power to act to the Sheriff's Committee with the authority to accept or reject any or all bids. Roll call taken, motion carried. 21 Ayes, 2 Nays.

VOTED YES

John Arkabauer John Conklin Michael Howald Henry Mills
Darrell Bivin Arlie Crawford John Jubelt Richard Mitchell
Elmer Bruce John Farmer Walter Long Victor Scopel
George Caveny John Garbolino Albert Love Russell Sexton
David Cerar James Hallbauer Keith Mefford Frank Snyder
Theodore Tomso

VOTED NO

Philip Cherry Weldon Stetter

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

The Circuit Clerk's Committee reported the following:

CIRCUIT CLERK MEETING Jan. 6, 1981 10:00 A.M.

- John Jubelt, County Board Chairman
Albert Love, Committee Chairman
John Farmer, Circuit Clerk Committee
Walter Long, Circuit Clerk Committee
Phil Brown, Circuit Clerk

Mr. Brown explained to Committee that many times the Judge may call off a jury, and if the jurors are not notified in time, the County still has to pay each juror \$15.00 plus mileage which averages about \$5.50 for reporting.

An electronic answering system with a toll free number could inform the juror when not to report. Installation would cost around \$35.00 and \$13.00 monthly for system. A check will be made as to cost of the toll free number.

Motion was made by J. Farmer, seconded by A. Love, to give Circuit Clerk authority to check into this system. Roll call: All yes. Motion carried.

Meeting adjourned 10:45 A.M.

Phil Brown, the Circuit Clerk, then addressed the Board regarding this answering system.

Motion by Cerar seconded by Conklin to turn this matter over to the Circuit Clerk's Committee and report back to the Board at the next meeting. All in favor, motion carried.

VOTED YES

John Arkabauer John Conklin Michael Howald Henry Mills
Darrell Bivin Arlie Crawford John Jubelt Richard Mitchell
Elmer Bruce John Farmer Walter Long Victor Scopel
George Caveny John Garbolino Albert Love Russell Sexton
David Cerar James Hallbauer Keith Mefford Frank Snyder
Philip Cherry Michael Howald Richard Mitchell Theodore Tomso

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

The Road and Bridge Committee reported the following:

REPORT OF ROAD AND BRIDGE COMMITTEE MEETING FOR JANUARY 13, 1981 BOARD MEETING

The Committee and Superintendent met with the South Otter and Polk Township Road Commissioners and approved petitions for 1 bridge repair project in South Otter and 3 bridge repair projects in Polk Township.

The Committee approved a "No Parking" Ordinance for the proposed new highway in Girard on South Street.

(Road and Bridge Committee Report Continued)

The Committee approved the resubmittal of a County-State Agreement for resurfacing work on the Fosterberg Road.

The Committee approved agreements and appropriation resolutions for engineering on six township bridges in Barr, Western Mound, Bird, Brighton, Chesterfield and Nilwood Townships. The Committee also approved contracts with four consulting engineers for the design of these bridges.

The Highway Superintendents of Macoupin and Montgomery have met with State Engineers regarding testing and equipment for base material from wet bottom boiler slag.

The Highway Department and Mt. Olive Road District have received a complaint from the Commerce Commission in regards to complying with a Commission Order for improving the Halavonich Landfill Road and making it a public road. The Committee has agreed to have the highway department improve the road for about 800 feet and install signs at the crossing. The Township Road Commissioner has agreed to accept the road into the township system when the improvements are made. The railroad has already complied with the Commerce Commission Order by reconstructing the crossing and clearing the banks.

Motion by Farmer seconded by Conklin to accept report. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWinkle
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The Public Health Committee reported the following:

M I N U T E S
PUBLIC HEALTH Dec. 17, 1980
10:00 A.M.

Re: Community Health Care Services

Attendance: John Jubelt, Board Chairman; Henry Mills, Committee Chairman; Dave Cerar, Public Health Committee; John Farmer, Public Health Committee; John Conklin, Public Health Committee; Ray Verneti, County Clerk; Mary Lou Turcol, Health Care Nurse; Alvi Tevini, Health Care Nurse

Mrs. Turcol explained to the Committee the various services offered by the Community Health Care Services, and the immunization program to cover all of Macoupin County. The serum for this immunization is provided by the State free of charge. Title 20 Funds for additional health care service cannot be obtained since we do not have a Public Health Dept.

The Department will set up clinics in Benld, Carlinville and Girard, with a clinic held at each site once a month.

Committee agreed that serious consideration should be given for the southwestern part of the County, perhaps with a clinic in Shipman. Mr. Mills and Mr. Farmer to check on available site.

\$10,000.00 would cover all four sites.

Motion made by D. Cerar, seconded by J. Farmer, that recommendation be made to Board that County fund this Community Health Care Services. Roll Call: All yes. Motion carried.

Mr. Verneti to have Staes Attorney have Resolution for next Board meeting.

Mrs. Turcol advised that a monthly report will be presented to Board of clinics held, attendance, etc. Also, they will supply the family physicians and the school of all immunization records.

It was agreed that immunization services will not be limited only to Macoupin County sch children.

Meeting adjourned at 11:10 a.m.

Motion by Mitchell seconded by Bruce to accept the report and place on file. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWinkle
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Mr. Scopel reported that Illinois Valley Economic Development Corporation has been designated by the Illinois Department of Commerce and Community Affairs to operate the Federal Department of Health & Human Services Low-Income Energy Assistance Program. The report follows;

L.I.E.A.P. OVERVIEW

Illinois Valley Economic Development Corporation has been designated by the Illinois Department of Commerce and Community Affairs to operate the Federal Department of Health & Human Services Low-Income Energy Assistance Program (LIEAP) in Calhoun, Greene, Jersey, and Macoupin Counties. LIEAP is designed to help low-income households meet the rising costs of home energy. The amount of assistance depends on:

- _____ the household's income and number of members;
- _____ whether or not the household pays for its heating costs directly, or the heating costs are included in the rent:
- _____ if the household pays rent, whether it is subsidized or not; and
- _____ the type of heating fuel, if the household pays utilities.

Income eligibility will be determined using the previous 90 days' income, annualized. (previous 90 days x 4).

Household Size	1	2	3	4	5	6
Eligible Income Level	\$4,738	\$5,944	\$8,168	\$10,080	\$11,896	\$13,912

Applicants must furnish copies of their households' paychecks or stubs, social security, unemployment, or other checks or documentation of income for the previous 90 days. Applicants who pay utilities directly must furnish a copy of a utility or fuel bill indicating an account in their names.

Applicants who pay utilities as part of their rent must furnish documentation of that fact.

ASSISTANCE LEVELS

Eligible applicants who pay utilities directly to the supplier will have their benefit sent to the supplier on their behalf. The level of assistance will be determined by a matrix which takes into account household income, size, and type of fuel used and will vary from \$115 to \$360.

Eligible applicants who pay utilities as part of their rent will receive a direct payment of between \$75 and \$120.

(A schedule for taking applications for each of the four counties is on file with the above report in the Office of the County Clerk.

Motion by Sexton seconded by Farmer to accept the report and place on file. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWinkle
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The COMMUNICATIONS were as follows:

(The following report was given to each Board Member along with the Claims & Officers Report).

MACOUPIN COUNTY CIRCUIT COURT

MAGISTRATE DIVISION RE-CAP

CASES FILED	1978	1979	1980	+ -
Traffic	3783	4114	5180	+1066
City Ordinances	180	180	196	+ 16
Conservation	15	92	64	- 28
Felony	113	132	160	+ 28
Misdemeanors	278	332	300	- 32

* FINES & CLERK'S FEES RECEIVED
(INCLUDES OPERATING INCOME)

\$170,411.74	\$259,686.08	\$290,480.92	+\$30,694.84
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DISTRIBUTION

Fines				
Macoupin County	\$ 59,297.54	\$ 66,976.72	\$104,574.42	+\$37,597.70
Cities & Villages	\$ 62,027.95	\$ 65,309.00	\$ 54,927.80	-\$10,481.20
State	\$ 2,227.26	\$ 5,610.88	\$ 6,725.58	+\$ 1,114.70

(Magistrate Division RE-Cap Continued)

COSTS:

Sheriff	\$ 1,495.08	\$ 2,560.00	\$ 2,739.65	+\$ 178.75
*Clerk	\$ 87,645.76	\$121,789.48	\$124,253.12	+\$ 2,463.64
Misc.	\$ 6,562.03	\$ 12,707.55	\$ 16,345.66	+\$ 3,638.11
State's Attorney	\$ 2,735.00	\$ 3,399.65	\$ 5,871.40	+\$ 2,471.75

*Note: During 1978 Magistrate Clerk received \$2,000.00 per month operating income from the County for 10 months and \$4,000.00 per month for 2 months. For the years 1979 and 1980 the Magistrate Clerk received \$4,000.00 per month operating income from the County. Each month the unused portion of said operating income was refunded to the County

A Communication from the Illinois Department of Conservation as follows:

January 6, 1981

County Clerk
Macoupin County Courthouse
Carlinville, Illinois 62626

American Woman's League Chapter
Houses in Illinois - Carlinville -
Name: 111 S. Charles
Date: November 28, 1980

Dear Sir:

This letter is to notify you that the place named above was entered in the National Register of Historic Places on the date listed above.

I am enclosing a brochure which details the National Register program.

If you have any questions concerning this, please feel free to contact me.

Sincerely yours,
/s/ Keith A. Sculle
Keith A. Sculle
National Register Coordinator
Division of Historic Sites

Enclosure
KS:lw

Motion by Hallbauer seconded by Cerar to accept the Communication as read and place on file. All in favor motion carried.

VOTED YES

John Arkabuauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWinkle
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Three Communications from the Illinois Environmental Protection Agency read as follows:

December 17, 1980

County Clerk, Macoupin County
Court House
Carlinville, ILL.

Pursuant to the provisions of SB 574 amending Ill. Rev. Stat., 1975, ch. 111 1/2, § 1037, you are hereby notified that Brighton Landfill has applied for a supplemental permit to accept asbestos insulation at its landfill located at S. half of Section 30, Township 7 North, Range 9 West, of the Third Principal Meridian.

If you have any comments, please submit in writing within 15 days to:

Illinois Environmental Protection Agency, Permit Section, Division of Land/Noise Pollution Control, 2200 Churchill Road, Springfield, Illinois 62706

/s/ Tom Cavanagh
Tom Cavanagh
Permit Section Manager
Division of Land/Noise
Pollution Control

December 23, 1980

County Clerk, Macoupin County
Court House
Carlinville, Ill.

Pursuant to the provisions of SB 574 amending Ill. Rev. Stat., 1975, ch. 111 1/2, § 1037, you are hereby notified that Brighton Landfill has applied for a supplemental permit to accept sweeps composit at its landfill located at S. half of Section 30, Township 7 North, Range 9

West, of the Third Principal Meridian.

If you have any comments, please submit in writing within 15 days to:

Illinois Environmental Protection Agency, Permit Section, Division of Land/Noise Pollution Control, 220 Churchill Road, Springfield, Illinois 62706

/s/ Tom Cavanagh
Tom Cavanagh
Permit Section Manager
Division of Land/Noise Pollution Control

December 19, 1980

County Clerk, Macoupin County
Court House
Carlinville, Ill.

Pursuant to the provisions of Section 1039 of the Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111 1/2, § 1039) you are hereby notified that: Brighton Landfill, Craig Lake Rd., Brighton, Ill. has applied to the Agency for a Supplemental Permit to Receive Special Waste (generically described as:) cobmeal at Brighton Landfill, Craig Lake Rd., Brighton, Ill.

If you have any comments, please submit them in writing within thirty-five (35) days for Development and Operation Permits, or twenty-one (21) days for Supplemental Permits to:

Illinois Environmental Protection Agency, Land Permit Section, Division of Land/Noise Pollution Control, 2200 Churchill Road, Springfield, Illinois 62706.

/s/ Thomas E. Cavanagh, Jr.
Thomas E. Cavanagh, Jr., Manager
Land Permit Section
Division of Land/Noise Pollution Control

Motion by Hallbauer seconded by Sexton to accept the Communications and make objections in the usual manner. All in favor, motion carried.

VOTED YES

John Arkabauer, Darrell Bivin, Elmer Bruce, George Caveny, David Cerar, Philip Cherry, John Conklin, Arlie Crawford, John Farmer, John Garbolino, James Hallbauer, Michael Howald, John P. Jubelt, Walter Long, Albert Love, Keith Mefford, Henry Mills, Richard Mitchell, Victor Scopel, Russell Sexton, Frank Snyder, Weldon Stetter, Theodore Tomso

ABSENT

James Bertagnolli, G. Wallace Mateer, Carol Roman, Dewey L. VanWinkle

A calendar of legal holidays for the year 1981 as follows:

(a) The Circuit Courts of the Counties of the Seventh Judicial Circuit shall adjourn and the Office of the Clerk of the Circuit Court of those Counties shall be closed on the following legal holidays for the year 1981:

Table with 3 columns: Date, Holiday Name, Day of Week. Includes New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Christmas.

(b) Where a holiday falls on Saturday, the previous Friday is taken as a holiday. Where a holiday falls on Sunday, the following Monday is taken.

(c) All matters returnable on said legal holidays shall be continued to the next business day of the Court.

(d) The time for filing motions and pleadings shall be extended to the next business day of the Court.

/s/ Simon L. Friedman
CHIEF JUDGE
Seventh Judicial Circuit

Dated this 17th day of December, 1980.

Motion by Scopel seconded by Cerar to accept the legal holiday calendar. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWinkle
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The PETITIONS were read as follows:

Approved and Recommended by the Road and Bridge Committee on January 9, 1981

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ Arlie Crawford
/s/ John Conklin

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. PROJECT #3
ROAD DISTRICT AND TOWN OF SOUTH OTTER)

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of South Otter Road District in said County, would respectfully represent that a bridge needs to be (repaired) over Branch of Bear Creek where the same is crossed by a highway near the Center of Section 32, T. 11 N., R. 7 W., of the Third Principal Meridian in said Town, for which said work said Road District is responsible; that the total cost of said work will be approximately \$2,000.00 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 Statues.

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, and said Road District being prepared to furnish the other half of the amount required.

Dated at Carlinville, this 9th day of January, A.D. 1981.

/s/ Donald W. Bacon
Highway Commissioner

/s/ Donald L. Quarton
Supervisor

Subscribed and sworn to before me this 9th day of January, A.D. 1981.

/s/ Helen Stottler
Notary Public

Motion by Mefford seconded by Scopel to accept the Petition and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWinkle
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The Board approved the three following Petitions for Polk Township, Projects 15, 16, and 17, in the amounts of \$2,200.00, \$1,200.00, and \$1,500.00 respectively. The three Petitions were read and accepted as follows:

Approved and Recommended by the Road and Bridge Committee on January 9, 1981

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ Arlie Crawford
/s/ John Conklin

Petition continued on next page.

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE
DIVISION 5--CHAPTER 121--ILLINOIS ROAD AND BRIDGE LAWS

STATE OF ILLINOIS, COUNTY OF MACOUPIN)
ROAD DISTRICT AND TOWN OF POLK)ss

PROJECT #15
DAVIS

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of Polk Road District in said County, would respectfully represent that a bridge needs to be repaired over Branch of Hurricane Creek where the same is crossed by a highway near the N' 4 Cor. of Section 1, T. 9 N., S. 8 W., of the Third Principal Meridian in said Town, for which said work said Road District is responsible; that the total cost of said work will be approximately 2,200 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 Statues.

Wherefore, the said Highway Commissioner hereby peititons 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, and said Road District being prepared to furnish the other half of the amount required.

Dated at Carlinville, this 9 day of January, A.D. 1981.

/s/ Tony Costello
Polk Highway Commissioner

/s/ Cecil Burleson
Bird Highway Commissioner

/s/ Robert L. Boente
Polk Supervisor

/s/ Meade Woods
Bird Supervisor

Subscribed and sworn to before me this 9 day of January, A.D. 1981.

/s/ Helen Stottler
Notary Public

Motion by Scopel seconded by Stetter to accept the Petition as read and place on file. Roll call taken, motion carried.

VOTED YES

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|----------------|-----------------|------------------|----------------|
| John Arkabauer | John Conklin | John P. Jubelt | Victor Scopel |
| Darrell Bivin | Arlie Crawford | Walter Long | Russell Sexton |
| Elmer Bruce | John Farmer | Albert Love | Frank Snyder |
| George Caveny | John Garbolino | Keith Mefford | Weldon Stetter |
| David Cerar | James Hallbauer | Henry Mills | Theodore Tomso |
| Philip Cherry | Michael Howald | Richard Mitchell | |

ABSENT

- | | | | |
|-------------------|-------------------|-------------|--------------------|
| James Bertagnolli | G. Wallace Mateer | Carol Roman | Dewey L. VanWinkle |
|-------------------|-------------------|-------------|--------------------|

Approved and Recommended by the Road and Bridge Committee on January 9, 1981.

- /s/ Elmer Bruce
- /s/ Ted Tomso
- /s/ Henry Mills
- /s/ Arlie Crawford
- /s/ John Conklin

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE
DIVISION 5--CHAPTER 121--ILLINOIS ROAD AND BRIDGE LAWS

STATE OF ILLINOIS, COUNTY OF MACOUPIN)
ROAD DISTRICT AND TOWN OF POLK)ss

PROJECT #16
Starr Eichen

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of Polk Road District in said County, would respectfully represent that a bridge needs to be repaired over Branch of Macoupin Creek where the same is crossed by a highway near the S' 4 Cor. of Section 20, T. 9 N., R. 8 W., of the Third Principal Meridian in said Town, for which said work said Road District is responsible; that the total cost of said work will be approximately 1,200 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 Statues.

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, and said Road District being prepared to furnish the other half of the amount required.

Dated at Carlinville, this 9 day of January, A.D. 1981.

/s/ Tony Costello
Highway Commissioner

/s/ Robert L. Boente
Supervisor

Subscribed and sworn to before me this 9 day of January, A.D. 1981.

/s/ Helen Stottler, Notary Public

Motion by Scopel seconded by Stetter to accept the Petition as read and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey L. VanWinkle
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Approved and Recommended by the Road and Bridge Committee on January 9, 1981
/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/a/ Arlie Crawford
/s/ John Conklin

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 PROJECT #17
ROAD DISTRICT AND TOWN OF POLK)

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of Polk Road District in said County, would respectfully represent that a bridge needs to be built over Branch of Macoupin Creek where the same is crossed by a highway near the N.W. Corner of Section 34, T. 9 N., R. 8 W., of the Third Principal Meridian in said Town, for which said work said Road District is responsible; that the total cost of said work will be approximately 1,500 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 Statues.

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, and said Road District being prepared to furnish the other half of the amount required.

Dated at Carlinville, this 9 day of January, A.D. 1981.

/s/ Tony Costello
Highway Commissioner

/s/ Robert L. Boente
Supervisor

Subscribed and sworn to before me this 9 day of January. A.D. 1981.

/s/ Helen Stottler
Notary Public

Motion by Scopel seconded by Stetter to accept the Petition as read and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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The RESOLUTIONS were read as follows:

STATE OF ILLINOIS)
) SS.
COUNTY OF MACOUPIN)

R E S O L U T I O N

WHEREAS, the Department of Community Health Care Services of the Community Memorial Hospital desires to strive to control communicable diseases which are preventable by immunization by available Public Health techniques, and

WHEREAS, the Department of Community Health Care Services of the Community Memorial Hospital desires to establish a county wide immunization program for the public sector for the purpose of providing free immunization treatments for the citizens of Macoupin County, and

WHEREAS, in order to implement the proposed immunization program, the Community Health Care Services of Community Memorial Hospital will establish four (4) sites as follows:

- Site #1 - Benld
- Site #2 - Carlinville
- Site #3 - Girard
- Site #4 - Shipman, and

WHEREAS, the vaccine to be used for the immunization program will be obtained from the Springfield Public Health Department free of charge, but there will be a budget for personnel and supplies and transportation expenses proposed for a one (1) year period in the amount of \$10,000.00, and

whereas, the Community Health Care Services of Community Memorial Hospital proposes to present to the Macoupin County Board on a monthly basis a complete record of clinics held, attendance, vaccine type used, and ages of persons treated, and in addition thereto, the Department of Community Health Care Services of Community Memorial Hospital will provide consistency of records by supplying all immunization records to the family physicians of the persons being treated and to the school nurses in the appropriate situations, and

WHEREAS, the Department of Community Health Care Services pledges to maintain an open working relationship with all of the physicians of Macoupin County, the school nurses, and health personnel, and

WHEREAS, the Department of Community Health Care Services of Community Memorial Hospital pledge to implement the proposed immunization program pursuant to clinic policies and pursuant to a proposed budget for one year period in the amount of \$10,000.00, all of which are attached to this Resolution and incorporated herein by reference, and

WHEREAS, the Macoupin County Board has determined that it would be in the best interest of the citizens of Macoupin County that said immunization program be implemented and funded by Macoupin County in the amount of \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, that the Department of Community Health Care Services of Community Memorial Hospital, Staunton, Illinois, be granted the sum of \$10,000.00 as appropriated from federal revenue sharing monies belonging to this county in the amount of \$10,000.00 for the purpose of implementing and carrying out a county wide immunization program as proposed hereinbefore, and be it further resolved that the Public Health Committee of Macoupin County is hereby authorized to expend the sum of \$10,000.00 from federal revenue sharing monies for the purpose of funding and paying for a county wide immunization program to be carried out by the Department of Community Health Care Services of Community Memorial Hospital, Statunton, Illinois, pursuant to its proposed clinic policies and its proposed Macoupin County immunization clinic budget, and further pursuant to other agreements and representations made by the Department of Community Health Care Services as set forth previously in this Resolution.

PASSED AND APPROVED by the County Board of Macoupin County, Illinois, on this _____ day of _____, A.D., 1981

Chairman, County Board of Macoupin County

ATTEST:

COUNTY CLERK

Motion by Hallbauer seconded by Sexton to refer the question of Revenue Sharing allocations to the Finance Committee and table the above Resolution until the next Board meeting. Roll call taken, motion carried.

VOTED YES

- | | | | |
|----------------|-----------------|------------------|----------------|
| John Arkabauer | John Conklin | John P. Jubelt | Victor Scopel |
| Darrell Bivin | Arlie Crawford | Walter Long | Russell Sexton |
| Elmer Bruce | John Farmer | Albert Love | Frank Snyder |
| George Caveny | John Garbolino | Keith Mefford | Weldon Stetter |
| David Cerar | James Hallbauer | Henry Mills | Theodore Tomso |
| Philip Cherry | Michael Howald | Richard Mitchell | |

ABSENT

- | | | | |
|-------------------|-------------------|-------------|-----------------|
| James Bertagnolli | G. Wallace Mateer | Carol Roman | Dewey VanWinkle |
|-------------------|-------------------|-------------|-----------------|

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN VARIOUS ACCOUNTS

BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, that the sum of \$20,000.00, or so much thereof as is reasonably necessary is hereby transferred from the County Nursing Home Account to the General Account. This transfer is a reimbursement to the General Account.

PASSED AND APPROVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, THIS 13th DAY OF January, 1981.

/s/ John P. Jubelt
CHAIRMAN, Macoupin County Board

ATTEST: /s/ Raymond J. Verneti
County Clerk

Motion by Hallbauer seconded by Scopel to accept the Resolution and place on file. All in favor, motion carried.

VOTED YES

- | | | | |
|----------------|-----------------|------------------|----------------|
| John Arkabauer | John Conklin | John P. Jubelt | Victor Scopel |
| Darrell Bivin | Arlie Crawford | Walter Long | Russell Sexton |
| Elmer Bruce | John Farmer | Albert Love | Frank Snyder |
| George Caveny | John Garbolino | Keith Mefford | Weldon Stetter |
| David Cerar | James Hallbauer | Henry Mills | Theodore Tomso |
| Philip Cherry | Michael Howald | Richard Mitchell | |

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

GIRARD FIRE PROTECTION DISTRICT #2479 (ALSO #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, Leonard E. Prose, Trustee of the Girard Fire Protection District, from the City of Girard, Illinois, from start of the District to his death, died on the 9th day of January, 1981, and no other person with residence in the City of Girard is now a trustee; and

whereas, Arthur Clay Gatermann is a resident of the City of Girard, Illinois, is well qualified to act as trustee of said Girard Fire Protection District, and desires to be appointed; and,

WHEREAS, it is in the best interest of the Girard Fire Protection District for Arthur Clay Gatermann to be appointed as trustee of said district for a term to expire on the first Monday of May, 1982, after he 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 Arthur Clay Gatermann should be and is hereby appointed as trustee of the Girard Fire Protection District for a period from the present time until the first Monday of May, 1982, to fill the unexpired term of Leonard E. Prose, deceased; or until his successor shall have been appointed and qualified and said Arthur Clay Gatermann 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 2479 (also #2327) in the Circuit Court for the Seventh Judicial Circuit, Macoupin County, Illinois.

DATED this 13th day of January, A.D., 1981.

/s/ John P. Jubelt
Chairman of the County Board

ATTEST:

/s/ Raymond J. Verneti
County Clerk

Motion by Cherry seconded by Sexton to accept the Resolution and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

ORDINANCE REGULATING PARKING OF PROPOSED COUNTY HIGHWAY ALONG SOUTH STREET, CITY OF GIRARD

WHEREAS: Macoupin County is planning an improvement of FAS Route 732 running from the intersection of Illinois Route 4 and South Street, Girard then easterly to the Macoupin County line known as Section 75-00040-00-SC, Project RS-732(112), Macoupin County, Illinois, and

WHEREAS: The design of the westerly portion of the proposed improvement within the Girard City Limits will measure 30 feet face to face of curbs, and

WHEREAS: The proposed design does not permit parking along the sides of the proposed improvement, and

WHEREAS: Parking on the sides of the existing South Street is not now being carried on and is not needed, and

WHEREAS: It is the intention of Macoupin County to assume responsibility for maintenance of the proposed improvement after it is completed,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF MACOUPIN COUNTY:

SECTION 1: That parking is hereby prohibited along and on each side of that portion of FAS Route 732 located within the city limits of the City of Girard, and being further located and extending from Route 4 easterly along South Street to the east city limits of the City of Girard located in Macoupin County, Illinois.

SECTION 2: That this Ordinance shall be effective as of January 1, 1983.

BE IT FURTHER ORDAINED: That two copies of this County Ordinance be forwarded to the City of Girard and that the City of Girard is requested herewith to pass this same Ordinance and furnish two copies to Macoupin County.

(Ordinance Regulating Parking on Proposed County Highway Along South Street, City of Girard Continued)

STATE OF ILLINOIS)
COUNTY OF MACOUPIN) SS

I, Raymond J. Verneti, County Clerk, in and for the County and State aforesaid, and keeper of the records and files of said office, hereby certify that the foregoing is a true and correct copy of an Ordinance passed by the Macoupin County Board at their Adjourned meeting held on January 13, 1981.

Witness my hand and seal of the County Court of said County at Carlinville this 13th day of January A.D. 1981.

/s/ Raymond J. Verneti
County Clerk

(SEAL)

Motion by Scopel seconded by Stetter to accept the Resolution as read and place. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

The Board approved a standard County-State agreement setting forth the financial and other arrangements for the resurfacing of approximately one mile of the Fosterberg Road, FAS Route 735. A copy of this agreement is on file in the Office of the County Clerk, filed with the Resolutions for the month of January, 1981. Motion by Sexton seconded by Cerar to accept the Resolution as read and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

The Board approved a combined Agreement and Resolution between the county and townships appropriating the necessary funds for engineering six bridge projects and also approved the consulting engineering contracts to design these bridges. The six projects are as follows:

Approved and Recommended by the Road and Bridge Committee on January 9, 1981

- /s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ John Conklin
/s/ Arlie Crawford

AGREEMENT AND RESOLUTION (ENGINEERING)

This agreement and resolution entered into this 13th day of January, 1981, by and between the County of Macoupin, State of Illinois, acting through its County Board hereinafter called the COUNTY and Nilwood Road District, Macoupin County, Illinois hereinafter called the ROAD DISTRICT, acting through its Highway Commissioner,

whereas, The COUNTY has entered into an agreement with the STATE using Township Bridge Program Funds and Local Agency Funds to engineer and construct the following project:

Replace Existing Bridge No. 059-3106
Nilwood Road District
Section 81-15110-00-BR
Over Branch of Macoupin
Located near the N.W. Corner of the S.W. 1/4, of the S.W. 1/4, of Sec. 25, T. 11 N., R. 6 W., of 3rd P.M. and,

WHEREAS, the TBP funds may be used to pay 80% of Design Engineering, Right-of-Way, Construction and Construction Engineering of the ROAD DISTRICT project and said total construction cost is estimated at \$120,000 and said total right-of-way cost is estimated at \$4,000,

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

- 1. That the County shall enter into an "Agreement for Preliminary Engineering Service" (Design Engineering) with Ozyurt Engineers, Inc. Consulting Engineers, 560 West North Street, Springfield, Illinois 62704 for this project and that actual cost funds shall be obligated as of the date of the agreement and shall be shared as follows: 80% State TBP-FY81 Funds,

10% County Bridge Funds, 10% Road District Funds. These total engineering costs are estimated at \$11,000 for Preliminary Engineering.

2. That the COUNTY shall provide all "Construction Engineering" services and shall be reimbursed with allotted funds from the State TBP funds which said funds are for 80% of these costs. The remaining 20% of the costs shall be shared equally between the COUNTY and ROAD DISTRICT.

3. That any costs, excepting construction engineering, not covered by TBP funds shall be shared on a 50-50 basis between the COUNTY and ROAD DISTRICT.

4. That the ROAD DISTRICT does hereby resolve that there is hereby appropriated the sum of \$2,500 or as much as necessary thereof to pay its share of the preliminary engineering cost and construction engineering costs. ROAD DISTRICT funds are appropriated in whole or in part from Motor Fuel Tax, Special Bridge, Road and Bridge or other legally spendable funds.

5. That the COUNTY does hereby resolve that there is hereby appropriated \$2,500 from the "County Bridge Fund" or as much as necessary thereof to pay its share of the preliminary engineering costs and the construction engineering costs, and \$16,000 from the TBP funds to pay for 80% of the preliminary engineering costs and 80% of the construction engineering costs.

This AGREEMENT and RESOLUTION shall be binding and inure to the benefit of the parties their successors and assigns.

BE IT FURTHER RESOLVED, that the COUNTY and ROAD DISTRICT hereby agree to pass a Supplemental Resolution to provide necessary funds for their share of the cost of any of the phases of the improvement if the amount appropriated herein proves to be insufficient to cover said costs.

NILWOOD ROAD DISTRICT

/s/ Charles Ring
Road Commissioner

COUNTY OF MACOUPIN

/s/ John Jubelt
Chairman, County Board

ATTEST

/s/ Raymond J. Verneti
County Clerk

Motion by Sexton seconded by Tomso to accept the Resolution as read and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer
Darrell Bivin
Elmer Bruce
George Caveny
David Cerar
Philip Cherry

John Conklin
Arlie Crawford
John Farmer
John Garbolino
James Hallbauer
Michael Howald

John P. Jubelt
Walter Long
Albert Love
Keith Mefford
Henry Mills
Richard Mitchell

Victor Scopel
Russell Sexton
Frank Snyder
Weldon Stetter
Theodore Tomso

ABSENT

James Bertagnolli

G. Wallace Mateer

Carol Roman

Dewey VanWinkle

Approved and Recommended by the Road and Bridge Committee on January 9, 1981

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ John Conklin
/s/ Arlie Crawford

AGREEMENT AND RESOLUTION
(ENGINEERING)

This agreement and resolution entered into this 13th day of January, 1981, by and between the County of Macoupin, State of Illinois, acting through its County Board hereinafter called the COUNTY and Chesterfield Road District, Macoupin County, Illinois hereinafter called the ROAD DISTRICT, acting through its Highway Commissioner,

WHEREAS, The COUNTY has entered into an agreement with the STATE using Township Bridge Program Funds and Local Agency Funds to engineer and construct the following project:

Replace Existing Bridge No. 059-3157
Chesterfield Road District
Section 81-17107-00-BR
Over Branch of Macoupin Creek
Located near East One Quarter Corner Section 27, T. 9 N., R. 9 W., of 3rd P.M.

WHEREAS, the TBP funds may be used to pay 80% of Design Engineering, Right-of-Way, Construction and Construction Engineering of the ROAD DISTRICT project and said total construction cost is estimated at \$100,000 and said total right-of-way cost is estimated at \$4,000,

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. That the County shall enter into an "Agreement for Preliminary Engineering Service" (Design Engineering) with Casson Engineering Company, 2657 South Fifth Street, Springfield, Illinois 62703 for this project and that actual cost funds shall be obligated as of the date of the agreement and shall be shared as follows: 80% State TBP-FY81 Funds, 10% County Bridge Funds, 10% Road District Funds. These total engineering costs are estimated at \$10,000 for Preliminary Engineering.

2. That the COUNTY shall provide all "Construction Engineering" services and shall be

reimbursed with allotted funds from the State TBP funds which said funds are for 80% of these costs. The remaining 20% of costs shall be shared equally between the COUNTY and ROAD DISTRICT.

3. That any costs, excepting construction engineering, not covered by TBP funds shall be shared on a 50-50 basis between the COUNTY and ROAD DISTRICT.

4. That the ROAD DISTRICT does hereby resolve that there is hereby appropriated the sum of \$1,800 or as much as necessary thereof to pay its share of the preliminary engineering costs and construction engineering costs. ROAD DISTRICT funds are appropriated in whole or in part from Motor Fuel Tax, Special Bridge, Road and Bridge or other legally spendable funds.

5. That the COUNTY does hereby resolve that there is hereby appropriated \$1,800 from the "County Bridge Fund" or as much as necessary thereof to pay its share of the preliminary engineering costs and the construction engineering costs, and \$14,000 from the TBP funds to pay for 80% of the preliminary engineering costs and 80% of the construction engineering costs.

This AGREEMENT and RESOLUTION shall be binding and inure to the benefit of the parties their successors and assigns.

BE IT FURTHER RESOLVED, that the COUNTY and ROAD DISTRICT hereby agree to pass a Supplemental Resolution to provide necessary funds for their share of the cost of any of the phases of the improvement if the amount appropriated herein proves to be insufficient to cover said costs.

CHESTERFIELD ROAD DISTRICT

COUNTY OF MACOUPIN

/s/ Harold Huff
Road Commissioner

/s/ John Jubelt
Chairman, County Board

ATTEST

/s/ Raymond J. Verneti
County Clerk

Motion by Sexton seconded by Tomso to accept the Resolution as read and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer
Darrell Bivin
Elmer Bruce
George Caveny
David Cerar
Philip Cherry

John Conklin
Arlie Crawford
John Farmer
John Garbolino
James Hallbauer
Michael Howald

John P. Jubelt
Walter Long
Albert Love
Keith Mefford
Henry Mills
Richard Mitchell

Victor Scopel
Russell Sexton
Frank Snyder
Weldon Stetter
Theodore Tomso

ABSENT

James Bertagnolli

G. Wallace Mateer

Carol Roman

Dewey VanWinkle

Approved and Recommended by the Road and Bridge Committee on January 9, 1981.

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ John Conklin
/s/ Arlie Crawford

AGREEMENT AND RESOLUTION
(ENGINEERING)

This agreement and resolution entered into this 13th day of January, 1981, by and between the County of Macoupin, State of Illinois, acting through its County Board hereinafter called the COUNTY and Brighton Road District, Macoupin County, Illinois hereinafter called the ROAD DISTRICT, acting through its Highway Commissioner,

WHEREAS, The COUNTY has entered into an agreement with the STATE using Township Bridge Program Funds and Local Agency Funds to engineer and construct the following Project:

Replace Existing Bridge No. 059-3203
Brighton Road District
Section 81-03112-00-BR
Over Honeycut Creek
Located near the N.W Corner of the N.E. 1/4 of Sec. 34, T. 7 N., R. 9 W., of the 3rd P.M.

WHEREAS, the TBP funds may be used to pay 80% of Design Engineering, Right-of-Way, Construction and Construction Engineering of this ROAD DISTRICT project and said total construction cost is estimated at 200,000 and said total right-of-way cost is estimated at 5,000,

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. That the County shall enter into an "Agreement for Preliminary Engineering Service" (Design Engineering) with Casson Engineering Company, 2657 South Fifth St., Springfield, Illinois 62703 for this project and that actual cost funds shall be obligated as of the date of the agreement and shall be shared as follows: 80% State TBP-FY81 Funds, 10% County Bridge Funds, 10% Road District Funds. These total engineering costs are estimated at \$18,000 for P.E..

2. That the COUNTY shall provide all "Construction Engineering" services and shall be reimbursed with allotted funds from the State TBP funds which said funds are for 80% of these costs. The remaining 20% of the costs shall be shared equally between the COUNTY and ROAD DISTRICT.

3. That any costs, excepting construction engineering, not covered by TBP funds shall be shared on a 50-50 basis between the COUNTY and ROAD DISTRICT.

4. That the ROAD DISTRICT does hereby resolve that there is hereby appropriated the sum of \$3,500.00 or as much as necessary thereof to pay its share of the preliminary engineering costs and construction engineering costs. ROAD DISTRICT funds are appropriated in whole or in part from Motor Fuel Tax, Special Bridge, Road and Bridge or other legally spendable funds.

5. That the COUNTY does hereby resolve that there is hereby appropriated \$3,500.00 from the "County Bridge Fund" or as much as necessary thereof to pay its share of the preliminary engineering costs and the construction engineering costs, and \$24,000 from the TBP funds to pay for 80% of the preliminary engineering costs and 80% of the construction engineering cost.

This AGREEMENT and RESOLUTION shall be binding and inure to the benefit of the parties their successors and assigns.

BE IT FURTHER RESOLVED, that the COUNTY and ROAD DISTRICT hereby agree to pass a Supplemental Resolution to provide necessary funds for their share of the cost of any of the phases of the improvement if the amount appropriated herein proves to be insufficient to cover said costs.

BRIGHTON ROAD DISTRICT

COUNTY OF MACOUPIN

/s/ Floyd Lewis
Road Commissioner

/s/ John Jubelt
Chairman, County Board

ATTEST

/s/ Raymond J. Verneti
County Clerk

Motion by Sexton seconded by Tomso to accept the Resolution and place on file in the County Clerk's Office. Roll call taken, motion carried.

VOTED YES

John Arkabauer
Darrell Bivin
Elmer Bruce
George Caveny
David Cerar
Philip Cherry

John Conklin
Arlie Crawford
John Farmer
John Garbolino
James Hallbauer
Michael Howald

John P. Jubelt
Walter Long
Albert Love
Keith Mefford
Henry Mills
Richard Mitchell

Victor Scopel
Russell Sexton
Frank Snyder
Weldon Stetter
Theodore Tomso

ABSENT

James Bertagnolli

G. Wallace Mateer

Carol Roman

Dewey VanWinkle

AGREEMENT AND RESOLUTION
(ENGINEERING)

This agreement and resolution entered into this 13th day of January, 1981, by and between the County of Macoupin, State of Illinois, acting through its County Board hereinafter called the COUNTY and Barr & Western Mound Road Districts, Macoupin County, Illinois hereinafter called the ROAD DISTRICT, acting through its Highway Commissioner,

WHEREAS, the COUNTY has entered into an agreement with the STATE using Township Bridge Program Funds and Local Agency Funds to engineer and construct the following project:

Replace Existing Bridge No. 059-3044
Barr & Western Mound Road Districts
Section 81-01106-00-BR - Barr
Section 81-26112-00-BR - Western Mound
Over Solomon Creek
Located near the S.W. Corner of the S.E. 1/4 of Sec. 35, T. 11 N., R. 9 W., of 3rd P.M.

WHEREAS, the TBP funds may be used to pay 80% of Design Engineering, Right-of-Way, Construction and Construction Engineering of this ROAD DISTRICT project and said total construction cost is estimated at \$200,000 and said total right-of-way cost is estimated at \$5,000,

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. That the County shall enter into an "Agreement for Preliminary Engineering Service" (Design Engineering) with MTA, INCORPORATED, 6420 South Sixth Stree, Frontage Road, Springfield, Illinois 62703 for this project and that actual cost funds shall be obligated as of th agreement and shall be shared as follows: 80% State TBP-FY81 Funds, 10% County Bridge Funds, 10% Road District Funds. These total engineering costs are estimated at \$18,000 for Preliminary Engineering.

2. That the COUNTY shall provide all "Construction Engineering" services and shall be reimbursed with allotted funds from the State TBP funds which said funds are for 80% of these costs. The remaining 20% of the costs shall be shared equally between the COUNTY and ROAD DISTRICT.

3. That any costs, excepting construction engineering, not covered by TBP funds shall be shared on a 50-50 basis between the COUNTY and ROAD DISTRICT.

4. That the ROAD DISTRICTS do hereby resolve that there is hereby appropriated the sum of \$1,800 EACH or as much as necessary therof to pay its share of the preliminary engineering costs and construction engineering costs. ROAD DISTRICT funds are appropriated in whole or in part from Motor Fuel Tax, Special Bridge, Road and Bridge or other legally spendable funds

5. That the COUNTY does hereby resolve that there is hereby appropriated \$3,600 from the "County Bridge Fund" or as much as necessary thereof to pay its share of the preliminary

engineering costs and the construction engineering costs, and \$24,000 from the TBP funds to pay for 80% of the preliminary engineering costs and 80% of the construction engineering costs.

This AGREEMENT and RESOLUTION shall be binding and inure to the benefit of the parties their successors and assigns.

BE IT FURTHER RESOLVED, that the COUNTY and ROAD DISTRICT hereby agree to pass a Supplemental Resolution to provide necessary funds for their share of the cost of any of the phases of the improvement if the amount appropriated herein proves to be insufficient to cover said costs.

BARR ROAD DISTRICT

COUNTY OF MACOUPIN

/s/ Lynn Holmes
Road Commissioner

/s/ John Jubelt
Chairman, County Board

WESTERN MOUND ROAD DISTRICT

ATTEST

/s/ Robert D. Roller
Road Commissioner

/s/ Raymond J. Verneti
County Clerk

Motion by Sexton seconded by Tomso to accept the Resolution as read and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer
Darrell Bivin
Elmer Bruce
George Caveny
David Cerar
Philip Cherry

John Conklin
Arlie Crawford
John Farmer
John Garbolino
James Hallbauer
Michael Howald

John P. Jubelt
Walter Long
Albert Love
Keith Mefford
Henry Mills
Richard Mitchell

Victor Scopel
Russell Sexton
Frank Snyder
Weldon Stetter
Theodore Tomso

ABSENT

James Bertagnolli

G. Wallace Mateer

Carol Roman

Dewey VanWinkle

Approved and Recommended by the Road and Bridge Committee on January 9, 1981.

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Arlie Crawford
/s/ John Conklin

AGREEMENT AND RESOLUTION
(ENGINEERING)

This agreement and resolution entered into this 13th day of January, 1981, by and between the County of Macoupin, State of Illinois, acting through its County Board hereinafter called the COUNTY and Barr & Western Mound Road Districts, Macoupin County, Illinois hereinafter called the ROAD DISTRICT, acting through its Highway Commissioner,

WHEREAS, The COUNTY has entered into an agreement with the STATE using Township Bridge Program Funds and Local Agency Funds to engineer and construct the following project:

Replace Existing Bridge No. 059-3042
Barr & Western Mound Road Districts
Section 81-01107-00-BR - Barr
Section 81-26113-00-BR - Western Mound
Over Steer Creek
Located near the South Quarter Corner of Sec. 33, T. 11 N., R. 9 W., of 3rd P.M.

WHEREAS, the TBP funds may be used to pay 80% of Design Engineering, Right-of-Way, Construction and Construction Engineering of this ROAD DISTRICT project and said total construction cost is estimated at \$140,000 and said total right-of-way cost is estimated at \$6,000,

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. That the County shall enter into an "Agreement for Preliminary Engineering Service" (Design Engineering) with MTA, INCORPORATED, 6420 South Sixth Street, Frontage Road, Springfield, Illinois 62703 for this project and that actual cost funds shall be obligated as of the date of the agreement and shall be shared as follows: 80% State TBP-FY81 Funds, 10% County Bridge Funds, 10% Road District Funds/ These total engineering costs are estimated at \$14,000 for Preliminary Engineering.
2. That the COUNTY shall provide all "Construction Engineering" services and shall be reimbursed with allotted funds from the State TBP funds which said funds are for 80% of these costs. The remaining 20% of the costs shall be shared equally between the COUNTY and ROAD DISTRICT.
3. That any costs, excepting construction engineering, not covered by TBP funds shall be shared on a 50-50 basis between the COUNTY and ROAD DISTRICT.
4. That the ROAD DISTRICTS do hereby resolve that there is hereby appropriated the sum of \$1,300 EACH or as much as necessary thereof to pay its share of the preliminary engineering costs and construction engineering costs. ROAD DISTRICT funds are appropriated in whole or in part from Motor Fuel Tax, Special Bridge, Road and Bridge or other legally spendable funds.
5. That the COUNTY does hereby resolve that there is hereby appropriated \$2,600 from the "County Bridge Fund" or as much as necessary thereof to pay its share of the preliminary engineering costs and the construction engineering costs, and \$18,000 from the TBP funds to pay for 80% of the preliminary engineering costs and 80% of the construction engineering costs.

This AGREEMENT and RESOLUTION shall be binding and inure to the benefit of the parties their successors and assigns.

BE IT FURTHER RESOLVED, that the COUNTY and ROAD DISTRICT hereby agree to pass a Supplemental Resolution to provide necessary funds for their share of the cost of any of the phases of the improvement if the amount appropriated herein proves to be insufficient to cover said costs.

BARR ROAD DISTRICT

COUNTY OF MACOUPIN

/s/ Lynn Holmes
Road Commissioner

/s/ John P. Jubelt
Chairman, County Board

WESTERN MOUND ROAD DISTRICT

ATTEST

/s/ Robert D. Roller
Road Commissioner

/s/ Raymond J. Verneti
County Clerk

Motion by Sexton seconded by Tomso to accept the Resolution and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer
Darrell Bivin
Elmer Bruce
George Caveny
David Cerar
Philip Cherry

John Conklin
Arlie Crawford
John Farmer
John Garbolino
James Hallbauer
Michael Howald

John P. Jubelt
Walter Long
Albert Love
Keith Mefford
Henry Mills
Richard Mitchell

Victor Scopel
Russell Sexton
Frank Snyder
Weldon Stetter
Theodore Tomso

ABSENT

James Bertagnolli

G. Wallace Mateer

Carol Roman

Dewey VanWinkle

Approved and Recommended by the Road and Bridge Committee on January 9, 1981

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ John Conklin
/s/ Arlie Crawford

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January 1981 by and between OZYURT ENGINEERS, INC. whose address is 560 West North Street, Springfield, Illinois 62704 hereinafter called the "Engineer", and the Public Agency of MACOUPIN COUNTY, State of Illinois hereinafter called the "Public Agency" covers certain professional engineering services in connection with the proposed improvement designated as Section 81-15110-00-BR (Nilwood Road Dist.), which improvement will be financed entirely or in part with Motor Fuel Tax Funds allotted to the Public Agency by the State of Illinois and constructed under the general supervision of the State's Department of Transportation, hereinafter called the "Department".

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the following professional engineering services indicated by check marks for the Public Agency in connection with the proposed improvement hereinbefore described:
 - (X) a. Make such detailed surveys as are necessary for the preparation of detailed plans.
 - (X) b. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the Department.
 - () c. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - (X) d. Make complete general and detailed plans, Hydraulic study and BIR report special proposals, and estimates of cost and furnish the Public Agency with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the Public Agency by the Engineer at his actual cost for reproduction.
 - (X) e. Furnish the Public Agency with drafts in quadruplicate of all necessary right-of-way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - (X) f. Assist the Public Agency in the tabulation and interpretation of the contractors proposals.
2. That all reports, plans, plats, and special provisions to be furnished by the Engineer pursuant to this agreement will be in accordance with the current standard specifications and policies of the Department. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the Public Agency and the Department.
3. To attend conferences at any reasonable time when requested to do so by representatives of the Public Agency or the Department.

- 4. In the event plans or surveys are found to be in error during the construction of the section and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Public Agency, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this agreement will be made available, upon request, to the Public Agency or the Department without cost and without restriction or limitations as to their use.
- 6. That all plans and other documents furnished by the Engineer pursuant to this agreement will be endorsed by him and will show his professional seal where such is required by law.

THE PUBLIC AGENCY AGREES,

- 1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1f, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - () a. A sum of money equal to _____ per cent of the awarded contract cost of the proposed improvement as approved by the Department.
 - (X) b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the Department based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

Awarded Cost	Percentage Fees
First \$50,000.....	8.75 %
Next \$30,000.....	6.78 %
Next \$70,000.....	5.69 %
Next \$150,000.....	4.90 %
Next \$150,000.....	4.55 %
Next \$300,000.....	4.46 %
Next \$750,000.....	3.94 %
Next \$1,500,000.....	3.59 %
Next \$4,000,000.....	3.41 %
Next \$8,000,000.....	3.33 %

- 2. To pay for the services stipulated in paragraphs 1b, 1c and 1e at the actual cost of performing such work plus 80 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the Engineer at his actual cost. Subject to the approval of the Public Agency, the Engineer may sublet all or part of the services provided under the paragraphs cited above. If the Engineer sublets all or part of this work, the Public Agency will pay the cost to the Engineer plus a five (5) per cent service charge. "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.
- 3. That payments due the Engineer for services rendered in accordance with this agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1d under THE ENGINEER AGREES - to the satisfaction of the Public Agency and their approval by the Department, 90 per cent of the total fee due under this agreement based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the Public Agency and its approval by the Department, 100 per cent of the total fee due under this agreement based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 per cent of the amount earned may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d and 1e, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for his actual costs plus 80 per cent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
- 5. That, should the Public Agency require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the Department, the Public Agency will pay the Engineer for such changes on the basis of actual cost plus 80 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED,

- 1. That any difference between the Engineer and the Public Agency concerning the interpretation of the provisions of this agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the Public Agency and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the following professional engineering services indicated by check marks for the Public Agency in connection with the proposed improvement hereinbefore described:
 - (X) a. Make such detailed surveys as are necessary for the preparation of detailed plans.
 - (X) b. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the Department.
 - () c. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - (X) d. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the Public Agency with Five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the Public Agency by the Engineer at his actual cost for reproduction.
 - (X) e. Furnish the Public Agency with drafts in quadruplicate of all necessary right-of-way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - (X) f. Assist the Public Agency in the tabulation and interpretation of the contractors' proposals.
2. That all reports, plans, plats, and special provisions to be furnished by the Engineer pursuant to this agreement will be in accordance with the current standard specifications and policies of the Department. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the Public Agency and the Department.
3. To attend conferences at any reasonable time when requested to do so by representatives of the Public Agency or the Department.
4. In the event plans or surveys are found to be in error during the construction of the section and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Public Agency, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this agreement will be made available, upon request, to the Public Agency or the Department without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the Engineer pursuant to this agreement will be endorsed by him and will show his professional seal where such is required by law.

THE PUBLIC AGENCY AGREES,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1f, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - () a. A sum of money equal to _____ per cent of the awarded contract cost of the proposed improvement as approved by the Department.
 - (X) b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the Department based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

Awarded Cost	Percentage Fees
Under \$50,000.....	11.00 %
First \$50,000.....	10.00 %
Next \$50,000.....	7.75 %
Next \$110,000.....	6.50 %
Next \$200,000.....	5.60 %
Next \$200,000.....	5.20 %
Next \$450,000.....	5.10 %
Next \$1,000,000.....	4.50 %
Next \$2,000,000.....	4.10 %
Next \$6,000,000.....	3.90 %

2. To pay for the services stipulated in paragraphs 1b, 1c and 1e at the actual cost of performing such work plus 100 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the Engineer at his actual cost. Subject to the approval of the Public Agency, the Engineer may sublet all or part of the services or part of this work, the Public Agency will pay the cost to the Engineer plus a five (5) per cent service charge. "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.
3. That payments due the Engineer for services rendered in accordance with this agreement will be made as soon as practicable after the services have been performed, in

The following Special Provision for Fair Employment Practices was attached to the Agreement for Preliminary Engineering Services, Casson Engineering Company, Chesterfield R.D. Section 81-07107-00-BR:

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
FAIR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.

A copy of a Plat was attached -- Subject: Sec. 81-07107-00-BR -- Chesterfield R.D. Macoupin County -- Job No. 8101

Motion by Sexton seconded by Tomso to accept the Resolution and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli, G. Wallace Mateer, Carol Roman, Dewey VanWinkle

Approved and Recommended by the Road and Bridge Committee on January 9, 1981
 /s/ Elmer Bruce
 /s/ Ted Tomso
 /s/ Henry Mills
 /s/ John Conklin
 /s/ Arlie Crawford

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January 1981 by and between CASSON ENGINEERING COMPANY whose address is 2657 South Fifth Street, Springfield, Illinois 62703 hereinafter called the "Engineer", and the Public Agency of Macoupin County, State of Illinois, hereinafter called the "Public Agency" covers certain professional engineering services in connection with the proposed improvement designated as Section 81-03112-00-BR/Brighton R.D., which improvement will be financed entirely or in part with Motor Fuel Tax Funds allotted to the Public Agency by the State of Illinois and constructed under the general supervision of the State's Department of Transportation, hereinafter called the "Department".

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the following professional engineering services indicated by check marks for the Public Agency in connection with the proposed improvement hereinbefore described:
 - (X) a. Make such detailed surveys as are necessary for the preparation of detailed plans.
 - (X) b. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the Department.
 - () d. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the Public Agency with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the Public Agency by the Engineer at his actual cost for reproduction.
 - (X) e. Furnish the Public Agency with drafts in quadruplicate of all necessary right-of-way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - (X) f. Assist the Public Agency in the tabulation and interpretation of the contractors proposals.
2. That all reports, plans, plats, and special provisions to be furnished by the Engineer pursuant to this agreement will be in accordance with the current standard specifications and policies of the Department. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the Public Agency and the Department.
3. To attend conferences at any reasonable time when requested to do so by representatives of the Public Agency or the Department.
4. In the event plans or surveys are found to be in error during the construction of the section and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Public Agency, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this agreement will be made available, upon request, to the Public Agency or the Department without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the Engineer pursuant to this agreement will be endorsed by him and will show his professional seal where such is required by law.

THE PUBLIC AGENCY AGREES,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1f, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - () a. A sum of money equal to _____ per cent of the awarded contract cost of the proposed improvement as approved by the Department.
 - (X) b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the Department based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

Awarded Cost	Percentage Fees
Under \$50,000.....	11.00 %
First \$50,000.....	10.00 %

(Continuation of Schedule for Percentages Based on Awarded Contract Cost)

Next \$50,000.....	7.75 %
Next \$110,000.....	6.50 %
Next \$200,000.....	5.60 %
Next \$200,000.....	5.20 %
Next \$450,000.....	5.10 %
Next \$1,000,000.....	4.50 %
Next \$2,000,000.....	4.10 %
Next \$6,000,000.....	3.90 %

2. To pay for the services stipulated in paragraphs 1b, 1c and 1e at the actual cost of performing such work plus 100 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the Engineer at his actual cost. Subject to the approval of the Public Agency, the Engineer may sublet all or part of the services provided under the paragraphs cited above. If the Engineer sublets all or part of this work, the Public Agency will pay the cost to the Engineer plus a five (5) per cent service charge. "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.

3. That payments due the Engineer for services rendered in accordance with this agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1d under THE ENGINEER AGREES - to the satisfaction of the Public Agency and their approval by the Department, 90 per cent of the total fee due under this agreement based on the approved estimate of cost.

b. Upon award of the contract for the improvement by the Public Agency and its approval by the Department, 100 per cent of the total fee due under this agreement based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 per cent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d and 1e, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for his actual costs plus 100 per cent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.

5. That, should the Public Agency require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the Department, the Public Agency will pay the Engineer for such changes on the basis of actual cost plus 100 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED,

1. That any difference between the Engineer and the Public Agency concerning the interpretation of provisions of this agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This agreement may be terminated by the Public Agency upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Public Agency all drawings, specifications, partial and completed estimates, and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the Public Agency. The Engineer shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE PUBLIC AGENCY AGREES?

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the Public Agency and their approval by the Department, the Public Agency will pay the Engineer the balance of the engineering fee due to make 100 per cent of the total fees due under this agreement, based on the estimate of cost as prepared by the Engineer and approved by the Public Agency and the Department.

4. That the Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Engineer, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Public Agency shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the Public Agency:

County of Macoupin

State of Illinois, acting by and through its County Board

ATTEST:

By /s/ Raymond J. Verneti

Macoupin County Clerk

By /s/ John Jubelt

Title: Chairman of the Board

(SEAL)

Executed by the Engineer:

CASSON ENGINEERING COMPANY

2657 South Fifth Street

Springfield, Illinois 62703

(
(1)
(

ATTEST"

By /s/ Gloria J. Casson

Title: Gloria J. Casson
Secretary-Treasurer

By /s/ John C. Casson

Title: John C. Casson
President

The following Special Provision for Fair Employment Practices was attached to the above Resolution and read as follows:

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
FAIR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.

Motion by Sexton seconded by Tomso to accept the Resolution and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January 1981 by and between MTA, Incorporated whose address is 6420 S. Sixth Street, Frontage Rd., Springfield, IL. 62707 hereinafter called the "Engineer", and the Public Agency of Macoupin County, State of Illinois, hereinafter called the "Public Agency" covers certain professional engineering services in connection with the proposed improvement designated as Section 81-01107-00-BR-BARR Rd. Dist., 31-26113-00-BR-Western Mound Rd. Dist, which improvement will be financed entirely or in part with Motor Fuel Tax Funds allotted to the Public Agency by the State of Illinois and constructed under the general supervision of the State's Department of Transportation, hereinafter called the "Department".

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the following professional engineering services indicated by check marks for the Public Agency in connection with the proposed improvement hereinbefore described:
 - (XX) a. Make such detailed surveys as are necessary for the preparation of detailed plans.
 - (XX) b. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the Department.
 - () c. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - (XX) d. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the Public Agency with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the Public Agency by the Engineer at his actual cost for reproduction.
 - (XX) e. Furnish the Public Agency with drafts in quadruplicate of all necessary right-of-way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - () f. Assist the Public Agency in the tabulation and interpretation of the contractors' proposals.
2. That all reports, plans, plats, and special provisions to be furnished by the Engineer pursuant to this agreement will be in accordance with the current standard specifications and policies of the Department. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the Public Agency and the Department.
3. To attend conferences at any reasonable time when requested to do so by representatives of the Public Agency and the Department.
4. In the event plans or surveys are found to be in error during the construction of the section and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Public Agency, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this agreement will be made available, upon request, to the Public Agency or the Department without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the Engineer pursuant to this agreement will be endorsed by him and will show his professional seal where such is required by law.

THE PUBLIC AGENCY AGREES,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1f, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - () a. A sum of money equal to _____ per cent to the awarded contract cost of the proposed improvement as approved by the Department.

- (XX) b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the Department based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

Awarded Cost	Percentage Fees
Under \$50,000.....	(see note)
First \$50,000.....	10.00 %
Next \$30,000.....	7.75 %
Next \$70,000.....	6.50 %
Next \$150,000.....	5.60 %
Next \$150,000.....	5.20 %
Next \$300,000.....	5.10 %
Next \$750,000.....	4.50 %
Next \$1,500,000.....	4.10 %
Next \$4,000,000.....	3.90 %
Next \$8,000,000.....	3.80 %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for the services stipulated in paragraphs 1b, 1c and 1e at the actual cost of performing such work plus 135 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the Engineer at his actual cost. Subject to the approval of the Public Agency, the Engineer may sublet all or part of the services provided under the paragraphs cited above. If the Engineer sublets all or part of this work, the Public Agency will pay the cost to the Engineer plus a five (5) per cent service charge. "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.
3. That payments due the Engineer for services rendered in accordance with this agreement will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1d under THE ENGINEER AGREES - to the satisfaction of the Public Agency and their approval by the Department, 90 per cent of the total fee due under this agreement based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the Public Agency and its approval by the Department, 100 per cent of the total fee due under this agreement based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 per cent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d and 1e, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for his actual costs plus 135 per cent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above
5. That, should the Public Agency require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the Department, the Public Agency will pay the Engineer for such changes on the basis of actual cost plus 135 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED,

1. That any difference between the Engineer and the Public Agency concerning the interpretation of the provisions of this agreement shall be referred to a committee or disinterested parties consisting of one member appointed by the Engineer, one member appointed by the Public Agency and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This agreement may be terminated by the Public Agency upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Public Agency all drawings, specifications, partial and completed estimates, and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the Public Agency. The Engineer shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE PUBLIC AGENCY AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the Public Agency and their approval by the Department, the Public Agency will pay the Engineer the balance of the engineering fee due to make 100 per cent of the total fees due under this agreement, based on the estimate of cost as prepared by the Engineer and approved by the Public Agency and the Department.
4. That the Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent

upon or resulting from the award or making of this contract. For breach or violation of this warranty the Public Agency shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers

Executed by the Public Agency:

County of Macoupin

ATTES:

State of Illinois, acting by and

By /s/ Raymond J. Verneti

through its County Board

Macoupin County Clerk

By /s/ John Jubelt

Title: Chairman

(SEAL)

Executed by the Engineer:

MTA, Incorporated (
6420 S. Sixth, Frontage Rd. (1)
Springfield, IL. 62707 (

ATTEST:

By /s/ Roger R. Shipley

By /s/ Paul E. Carey

Title: President

Motion by Sexton seconded by Tomso to accept the Resolution and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

Approved and Recommended by the Road and Bridge Committee on January 9, 1981

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ John Conklin
/s/ Arlie Crawford

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January 1981 by and between MTA, Incorporated whose address is 6420 S. Sixth, Frontage Rd., Springfield, Ill. 62707 hereinafter called the "Engineer", and the Public Agency of Macoupin County, State of Illinois, hereinafter called the "Public Agency" covers certain professional engineering services in connection with the proposed improvement designated as Section 81-01106-00-BR Barr Rd. Dist. Section 81-26112-00-BR-Western Mound Rd. Dist., which improvement will be financed entirely or in part with Motor Fuel Tax Funds allotted to the Public Agency by the State of Illinois and constructed under the general supervision of the State's Department of Transportation, hereinafter called the "Department".

THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance of the following professional engineering services indicated by check marks for the Public Agency in connection with the proposed improvement hereinbefore described:
(XX) a. Make such detailed surveys as are necessary for the preparation of detailed plans.
(XX) b. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the Department.
() c. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
(XX) d. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the Public Agency with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the Public Agency by the Engineer at his actual cost for reproduction.
(XX) e. Furnish the Public Agency with drafts in quadruplicate of all necessary right-of-way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.

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- () f. Assist the Public Agency in the tabulation and interpretation of the contractors' proposals.
- 2. That all reports, plans, plats, and special provisions to be furnished by the Engineer pursuant to this agreement will be in accordance with the current standard specifications and policies of the Department. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the Public Agency and the Department.
- 3. To attend conferences at any reasonable time when requested to do so by representative of the Public Agency or the Department.
- 4. In the event plans or surveys are found to be in error during the construction of the section and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Public Agency, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this agreement will be made available, upon request, to the Public Agency or the Department without cost and without restriction or limitations as to their use.
- 6. That all plans and other documents furnished by the Engineer pursuant to this agreement will be endorsed by him and will show his professional seal where such is required by law.

THE PUBLIC AGENCY AGREES,

- 1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1f, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - () a. A sum of money equal to _____ per cent of the awarded contract cost of the proposed improvement as approved by the Department.
 - (XX) b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the Department based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

Awarded Cost	Percentage Fees
Under \$50,000.....	(see note)
First \$50,000.....	10.00 %
Next \$30,000.....	7.75 %
Next \$70,000.....	6.50 %
Next \$150,000.....	5.60 %
Next \$150,000.....	5.20 %
Next \$300,000.....	5.10 %
Next \$750,000.....	4.50 %
Next \$1,500,000.....	4.10 %
Next \$4,000,000.....	3.90 %
Next \$8,000,000.....	3.80 %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for the services stipulated in paragraphs 1b, 1c and 1e at the actual cost of performing such work plus 135 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the Engineer at his actual cost. Subject to the approval of the Public Agency, the Engineer may sublet all or part of the services provided under the paragraphs cited above. If the Engineer sublets all or part of this work, the Public Agency will pay the cost to the Engineer plus a five (5) per cent service charge. "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.
- 3. That payments due the Engineer for services rendered in accordance with this agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1d under THE ENGINEER AGREES - to the satisfaction of the Public Agency and their approval by the Department, 90 per cent of the total fee due under this agreement based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the Public Agency and its approval by the Department, 100 per cent of the total fee due under this agreement based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 per cent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d and 1e, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for his actual costs plus 135 per cent incurred up to the time he is

notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.

5. That, should the Public Agency require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the Department, the Public Agency will pay the Engineer for such changes on the basis of actual cost plus 135 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED,

1. That any difference between the Engineer and the Public Agency concerning the interpretation of the provisions of this agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the Public Agency and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This agreement may be terminated by the Public Agency upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Public Agency all drawings, specifications, partial and completed estimates, and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the Public Agency. The Engineer shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE PUBLIC AGENCY AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the Public Agency and their approval by the Department, the Public Agency will pay the Engineer the balance of the engineering fee due to make 100 per cent of the total fees due under this agreement, based on the estimate of cost as prepared by the Engineer and approved by the Public Agency and the Department.
4. That the Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Public Agency shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the Public Agency:

County of Macoupin

ATTEST:

State of Illinois, acting by and through

By /s/ Raymond J. Verneti

its County Board,

Macoupin County Clerk

By /s/ John Jubelt

Title: Chairman

(SEAL)

Executed by the Engineer:

MTA, Incorporated (

6420 S. Sixth, Frontage Rd. (1)

ATTEST:

Springfield, IL. 62707

By /s/ Roger R. Shipley

By /s/ Paul E. Carey

Title: President

Title: Vice President

Motion by Sexton seconded by Tomso to accept the Resolution and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer
Darrell Bivin
Elmer Bruce
George Caveny
David Cerar
Philip Cherry

John Conklin
Arlie Crawford
John Farmer
John Garbolino
James Hallbauer
Michael Howald

John P. Jubelt
Walter Long
Albert Love
Keith Mefford
Henry Mills
Richard Mitchell

Victor Scopel
Russell Sexton
Frank Snyder
Weldon Stetter
Theodore Tomso

ABSENT

James Bertagnolli

G. Wallace Mateer

Carol Roman

Dewey VanWinkle

Approved and Recommended by the Road and Bridge Committee on January 9, 1981.

/s/ Elmer Bruce
/s/ Ted Tomso
/s/ Henry Mills
/s/ John Conklin
/s/ Arlie Crawford

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January 1981 by and between CASLER HOUSER, & HUTCHISON, INC. whose address is 1801 W. Lafayette, P.O. Box 818, Jacksonville, Illinois, hereinafter called the "Engineer", and the Public Agency of County Macoupin, State of Illinois, hereinafter called the "Public Agency" covers certain professional engineering services in connection with the proposed improvement designated as Section 81-02108-00-BR, Bird Road District, plans and specifications for the replacement of existing Br. #059-3123 over Lick Creek and other related work, which may be financed entirely or in part with Motor Fuel Tax Funds allotted to the Public Agency by the State of Illinois and constructed under the general supervision of the State's Department of Transportation, hereinafter called the "Department".

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance of the following professional engineering services indicated by check marks for the Public Agency in connection with the proposed improvement hereinbefore described:
 - (X) a. Make such detailed surveys as are necessary for the preparation of detailed plans.
 - (X) b. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the Department.
 - (X) c. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - (X) d. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the Public Agency with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the Public Agency by the Engineer at his actual cost for reproduction.
 - (X) e. Furnish the Public Agency with drafts in quadruplicate of all necessary right-of-way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - () f. Assist the Public Agency in the tabulation and interpretation of the contractors' proposals.
- 2. That all reports, plans, plats, and special provisions to be furnished by the Engineer pursuant to this agreement will be in accordance with the current standard specifications and policies of the Department. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the Public Agency and the Department.
- 3. To attend conferences at any reasonable time when requested to do so by representative of the Public Agency or the Department.
- 4. In the event plans or surveys are found to be in error during the construction of the section and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Public Agency, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this agreement will be made available, upon request, to the Public Agency or the Department without cost and without restriction or limitations as to their use.
- 6. That all plans and other documents furnished by the Engineer pursuant to this agreement will be endorsed by him and will show his professional seal where such is required by law.

THE PUBLIC AGENCY AGREES,

- 1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1d, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - () a. A sum of money equal to _____ per cent of the awarded contract cost of the proposed improvement as approved by the Department.
 - (X) b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the Department based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

Awarded Cost	Percentage Fees
Under 250,000.....	Para. 2 below
First \$50,000.....	10.00 %
Next \$30,000.....	7.75 %
Next \$70,000.....	6.50 %
Next \$150,000.....	5.60 %
Next \$150,000.....	5.20 %
Next \$300,000.....	5.10 %
Next \$750,000.....	4.50 %

Next \$1,500,000..... 4.10 %
 Next \$4,000,000..... 3.90 %
 Next \$8,000,000..... 3.80 %

2. To pay for the services stipulated in paragraphs 1b, 1c and 1e at the actual cost of performing such work plus 125 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the Engineer at his actual cost. Subject to the approval of the Public Agency, the Engineer may sublet all or part of the services provided under the paragraphs cited above. If the Engineer sublets all or part of this work, the Public Agency will pay the cost to the Engineer plus a five (5) per cent service charge. "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.
3. That payments due the Engineer for services rendered in accordance with this agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1d under THE ENGINEER AGREES - to the satisfaction of the Public Agency and their approval by the Department, 90 per cent of the total fee due under this agreement based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the Public Agency and its approval by the Department, 100 per cent of the total fee due under this agreement based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 per cent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d and 1e, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for his actual costs plus 125 per cent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
5. That, should the Public Agency require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the Department, the Public Agency will pay the Engineer for such changes on the basis of actual cost plus 125 per cent to cover profit, overhead, and readiness to serve - "Actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED,

1. That any difference between the Engineer and the Public Agency concerning the interpretation of the provisions of this agreement may be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the Public Agency and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This agreement may be terminated by the Public Agency upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Public Agency all drawings, specifications, partial and completed estimates, and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the Public Agency. The Engineer shall be paid for any services completed and any services partially completed in accordance with Section 4 of HE PUBLIC AGENCY AGREES.
3. That if the contract for construction has not been awarded six months after the acceptance of the plans by the Public Agency and their approval by the Department, the Public Agency will pay the Engineer the balance of the engineering fee due to make 100 per cent of the total fees due under this agreement, based on the estimate of cost as prepared by the Engineer and approved by the Public Agency and the Department.
4. That the Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Public Agency shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the Public Agency
 ATTEST:
 By /s/ Raymond J. Verneti
 Macoupin County Clerk

County of Macoupin
 State of Illinois, acting by and through
 its Board of Supervisors
 By /s/ John P. Jubelt
 Title: Chairman

(SEAL)

By/s/ Thomas Gazda, Co. Supt. of Highways

Executed by the Engineer:

CASLER, HOUSER & HUTCHISON, INC.

1801 W. Lafayette, P.O. Box 818

ATTEST:

Jacksonville, Illinois

By /s/ D.A. Houser

By /s/ Clark Hutchison

Title: Secretary

Title: President

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

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philp Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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Mr. Snyder requested that a correction be made in last month's minutes. The correction was made and is shown on page 52 of County Board Record GG. The error and omission was made on page 21 of County Board Record GG. The corrected minutes read as follows:

"The NEW BUSINESS was as follows: Mr. Rees, the States Attorney read the Revenue Sharing Appropriations. Motion by Scopel seconded by Bertagnolli to accept as allocated. Roll call taken, motion carried.

VOTED YES

John Arkabauer	Philip Cherry	John Jubelt	Richard Mitchell
James Bertagnolli	John Conklin	Walter Long	Carol Roman
Darrell Bivin	Arlie Crawford	Albert Love	Victor Scopel
Elmer Bruce	John Farmer	G. Wallace Mateer	Russell Sexton
George Caveny	John Garbolino	Keith Mefford	Frank Snyder
David Cerar	James Hallbauer	Henry Mills	Weldon Stetter
			Dewey VanWinkle

ABSENT

Michael Howald	Theodore Tomso
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A very lengthy discussion was then held regarding the Revenue Sharing Appropriations. Mr. Hallbauer asked for a five-minute recess. After the recess, the meeting resumed with the discussion of the Revenue Sharing Appropriations.

An amended motion to Mr. Scopel's motion was then made by Mefford seconded by Snyder to accept the appropriation with the understanding that each itemized appropriation go through the proper committee then be presented before the Board for the final approval. Roll call taken, motion carried.

VOTED YES

John Arkabauer	Philip Cherry	John Jubelt	Richard Mitchell
James Bertagnolli	John Conklin	Walter Long	Carol Roman
Darrell Bivin	Arlie Crawford	Albert Love	Victor Scopel
Elmer Bruce	John Farmer	G. Wallace Mateer	Russell Sexton
George Caveny	John Garbolino	Keith Mefford	Frank Snyder
David Cerar	James Hallbauer	Henry Mills	Weldon Stetter
			Dewey VanWinkle

ABSENT

Michael Howald	Theodore Tomso"
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Motion by Howald seconded by Cerar to accept the corrected minutes. All in favor, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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Mr. Mefford questioned the amount of the States Attorney's salary and a discussion was held regarding this matter.

Motion by Scopel seconded by Long to accept the Claims and Officers Report. All in favor motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter

David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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CLAIMS ALLOWED BY THE MACOUPIN COUNTY BOARD
JANUARY 1981

COUNTY CLERK: ROMAN, SEXTON, SNYDER: County Board Compensation - \$1,403.10, County Board Chairman's Secretary Salary - \$823.00, County Board Supplies - \$40.72. Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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CIRCUIT COURT, CORONER & STATES ATTORNEY: CAVENY, VANWINKLE, ROMAN, CHERRY: Court Reporter Services & Fees - \$323.55, Circuit Court Supplies - \$60.00, Reimbursement to State Treasurer for County's Assessment for its Share of Payment for Circuit and Associate Judge's Salaries, 7th Judicial Circuit - \$1,341.04, Petit Jurors Per Diem and Mileage - \$4,695.60, Petit Jurors Meals & Lodging - \$35.78, Jury Commission Salaries - \$75.40, Juvenile Attorney Ad Litem - \$999.25, Probation Officer Salary - \$1,100.00, Assistant Probation Officer Salary - \$990.00, Probation Officer's Secretary Salary - \$783.00, Probation Officer's Mileage and Expense - \$100.00, Probation Officer's Training Programs & Dues - \$25.00, Coroner's Salary - \$1,166.74, Coroner's Advanced Jurors Fees - \$120.00, Coroner's Mileage and Expenses - \$538.65, States Attorney Salary - \$4,208.48, Assistant States Attorney Salaries - \$3,618.00, States Attorney Steno Salaries - \$1,977.75. Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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COUNTY TREASURER: MITCHELL, VANWINKLE, STETTER: County Officers Operational Monies - \$93,000.00, County Officers Courthouse Tolls - \$236.61, Printing: Notice of Board Meeting - \$16.00, Printing: Publishing Notices of Revenue Sharing Hearings - \$147.10. Motion by Scopel seconded by Long to accept the Claims and Officers Report. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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ELECTIONS: SEXTON, BERTAGNOLLI, MEFFORD: Elections: Programming for Consolidation of Elections and Expenses - \$2,964.19. Motion by Scopel seconded by Long to accept the Claims and Officers Report. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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FINANCE: CERAR, CAVENY, HALLBAUER, MITCHELL, LONG, MATEER: Civil Defense Expenses & Mileage - \$100.00, Contingent, Incidental, & Miscellaneous \$471.76, Public Defender Salary - \$1,296.00, Assistant Public Defender Salary - \$1,080.00, Public Defender & Assistant Public Defender Mileage & Expense - \$300.59, Soil Scientists - \$2,200.00. Motion by Scopel seconded by Long to accept the Claims and Officers Report. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Stetter
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

LEGISLATION: SCOPEL, BERTAGNOLLI, STETTER, LONG: Photostat Salary \$879.00, Photostat Equip- ment - \$650.00, Photostat - Supplies \$76.00, Supr. of Assessments Salary - \$1,458.33, Supr. of Assessments Steno Salaries - \$1,702.00, Supr. of Assessments Mileage - \$58.20, Supr. of Assessments Postage \$45.00, Supr. of Assessments Supplies - \$195.67. Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

PUBLIC HEALTH: MILLS, CERAR, FARMER, HOWALD, CONKLIN: Animal Control Warden's Salary \$900.00 Animal Control - \$975.00. Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

REGIONAL SUPT. OF SCHOOLS: GARBOLINO, VANWINKLE, CONKLIN: Reg. Supt. of Schools Steno Salary - \$879.00, Reg. Supt. of Schools Extra Help Salary - \$86.64, Reg. Supt. of Schools & Assistant Mileage - \$63.75, Reg. Supt. of Schools Office Rent - \$300.00, Reg. Supt. of Schools Supplies & Postage \$1,736.60. Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

SHERIFF AND BUILDING AND GROUNDS: TOMSO, SCOPEL, CERAR, GARBOLINO, MEFFORD, HOWALD, SNYDER: Courthouse Elevator Supplies & Repairs - \$342.81, Courthouse Heat - \$1,391.51, Courthouse Insurance - \$306.00, Courthouse New Equipment - \$1,939.85, Courthouse Repairs - \$6,993.52, Courthouse Supplies - \$2,889.96, Jail Food - \$1,135.39, Jail Heat - \$260.94, Jail Maintenance \$128.29, Jail Medical Expense of Inmates - \$2,623.07, Jail Supplies - \$377.96, Jail Supplies: Telephone Calls By Prisoners Per State Law - \$114.37. Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

COUNTY NURSING HOME: HALLBAUER, ROMAN, LOVE, SCOPEL, CONKLIN: County Nursing Home Salaries \$4,779.50, County Nursing Home Supplies \$3,251.17. Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

ROAD AND BRIDGE: BRUCE, TOMSO, MILLS CRAWFORD, CONKLIN: County Highway - \$29,548.45, County Township Bond - \$17,351.16, County Township Bridge - \$2,627.66, County M.F.T. - \$12,711.22 Motion by Scopel seconded by Long to accept the Claims and Officers Report and place on file. Roll call taken, motion carried.

VOTED YES

John Arkabauer John Conklin John P. Jubelt Victor Scopel
Darrell Bivin Arlie Crawford Walter Long Russell Sexton
Elmer Bruce John Farmer Albert Love Frank Snyder
George Caveny John Garbolino Keith Mefford Weldon Stetter
David Cerar James Hallbauer Henry Mills Theodore Tomso
Philip Cherry Michael Howald Richard Mitchell

ABSENT

James Bertagnolli G. Wallace Mateer Carol Roman Dewey VanWinkle

The UNFINISHED BUSINESS was as follows: Mr. Caveny reported that Mr. Boyle had traded in his typewriter on the purchase of a new typewriter that was left for the County. Mr. Boyle was requesting \$200.00 reimbursement for the typewriter that he had used as a trade-in. Motion by Caveny seconded by Mills to reimburse Mr. Boyle. Roll call taken, motion did not carry.

VOTED YES

George M. Caveny John Jubelt Keith Mefford Victor Scopel
John Farmer Albert Love Henry Mills Russell Sexton
Richard Mitchell Theodore Tomso

VOTED NO

John Arkabauer	Philip Cherry	James Hallbauer	Weldon Stetter
Darrell Bivin	John Conklin	Michael Howald	
Elmer Bruce	Arlie Crawford	Walter Long	
David Cerar	John Garbolino	Frank Snyder	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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TEN YES VOTES -- THIRTEEN NO VOTES

The NEW BUSINESS discussed was as follows: Chairman Jubelt informed the Board that the Farm Bureau would like to become better acquainted with the Board Members and was extending an invitation to them to a luncheon that is to be held before next month's meeting. The Chairman felt that the Board Members should tentatively accept the invitation to the luncheon.

Mr. Dan Fisher requested notification of the County Board Monthly Meetings along with the Finance Committee Meetings in 1981. This is in accordance with the IL. Open Meetings Act. Mr. Fisher was assured that this would be done.

Mr. Snyder made a motion that the Board meetings be held at 6:30 P.M. in order for the meetings to be open to the voters of the County and having meetings in the evenings would make them more accessible to the public. The motion was seconded by Cherry. Before a roll call was taken, a discussion was held regarding the matter of the legality of changing the by-laws. To change the time of the meetings would require a change in the by-laws by a two-thirds majority of the Board and such a change would require that five days' notice be given to all Board members before the vote. Mr. Snyder then withdrew his first motion and Cherry withdrew his second. Snyder then made a motion, which was seconded by Cherry, to sent out the notices in order to have the meetings held in the evenings. Roll call taken, motion did not carry.

VOTED YES

John Arkabauer	Philip Cherry	Michael Howald	Richard Mitchell
Darrell Bivin	John Conklin	Keith Mefford	Frank Snyder
			Weldon Stetter

VOTED NO

Elmer Bruce	Arlie Crawford	James Hallbauer	Albert Love
George Caveny	John Farmer	John Jubelt	Henry Mills
David Cerar	John Garbolino	Walter Long	Victor Scopel
			Russell Sexton
			Theodore Tomso

NINE YES VOTES -- FOURTEEN NO VOTES

Motion by Mills seconded by Bruce to allow mileage and per diem. Roll call taken, motion carried.

VOTED YES

John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

ABSENT

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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Motion by Mitchell seconded by Scopel to adjourn until the next adjourned meeting. Roll call taken, motion carried.

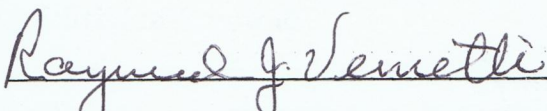
VOTED YES

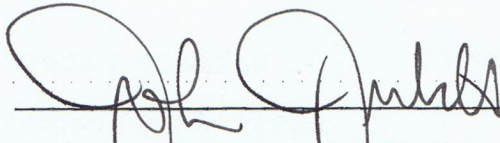
John Arkabauer	John Conklin	John P. Jubelt	Victor Scopel
Darrell Bivin	Arlie Crawford	Walter Long	Russell Sexton
Elmer Bruce	John Farmer	Albert Love	Frank Snyder
George Caveny	John Garbolino	Keith Mefford	Weldon Stetter
David Cerar	James Hallbauer	Henry Mills	Theodore Tomso
Philip Cherry	Michael Howald	Richard Mitchell	

VOTED NO

James Bertagnolli	G. Wallace Mateer	Carol Roman	Dewey VanWinkle
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Meeting adjourned at 3:30 P.M.


 RAYMOND J. VERNETTI, COUNTY CLERK


 JOHN P. JUBELT, CHAIRMAN