The Adjourned meeting of the Macoupin County Board was called to order on Tuesday, December 14, 1982 at 1:00 P. M. by John J. Saracco, County Clerk. The meeting opened with the Pledge of Allegiance to the Flag.

The Oath of Offices of 26 County Board Members was administered by States Attorney, Edmond Rees.

Roll call was taken. 26 Present 1 Absent

PRESENT:

John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt
Walter Long, Jr.
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne
Donald L. Quarton

Victor Scopel Fred J. Snodgrass, Raymond W. Spudich Theodore Tomso Oliver A. Weller

ABSENT:

Craig Arlan Mansholt

Saracco stated that a Chairman of the Board was to be elected. Scopel made a motion to nominate John Jubelt as Chairman of the Board. It was seconded by Farmer. Nominations were closed. All in favor. Motion carried

VOTED YES

John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny
David Cerar
Margie Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer

John P. Jubelt
Walter Long, Jr.
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne
Donald L. Quarton

Victor Scopel Fred J. Snodgrass, Raymond W. Spudich Theodore Tomso Oliver A. Weller

ABSENT:

Craig Arlan Mansholt

Jubelt stated he was very flattered and pleased to be Chairman and promised to do a good job.

Motion made by Bertagnolli, seconded by Tomso to seat Craig Mansholt. All in favor. Motion carried.

VOTED YES:

John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny
David Cerar
Margie Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer

John P. Jubelt
Walter Long, Jr.
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne
Donald L. Quarton

Victor Scopel Fred J. Snodgrass, Raymond W. Spudich Theodore Tomso Oliver A. Weller

The Oath of Office was administered to Mansholt by States Attorney Edmond Rees.

Jubelt appointed David Cerar as Vice-Chairman. Motion made by Farmer, seconded by Scopel to approve appointment. All in favor. Motion carried.

VOTED YES:

John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny
David Cerar
Margie Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer

John P. Jubelt
Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne

Donald L. Quarton Victor Scopel Fred J. Snodgrass, Raymond W. Spudich Theodore Tomso Oliver A. Weller

Lottery was held to decide which 5 districts have two members serving four year terms and one member serving a two year term, and which 4 districts have one member serving a four year term and two members serving a two year term.

District #1 - 2 Two year terms
Districe #2 - 2 Four Year Terms
Districe #3 - 2 Four Year Terms
District #4 - 2 Two Year Terms
District #5 - 2 Four Year Terms
District #6 - 2 Two Year Terms
District #7 - 2 Four Year Terms
District #8 - 2 Two Year Terms
District #8 - 2 Two Year Terms
District #9 - 2 Four Year Terms

1 Four Year Term
1 Two Year Term
1 Two Year Term
1 Four Year Term
1 Two Year Term
1 Four Year Term
1 Two Year terms
1 Four Year Term
1 Two Year Term
1 Two Year Term

Lottery held for County Board Members Terms as follows:

- District 2 James Bertagnolli 4 Year Term Craig Arlan Mansholt - 4 Year Term George M. Caveny - 2 Year Term
- District 3 John J. Farmer 2 Year Term
 Margie Christopher 4 Year Term
 Walter Long, Jr. 4 Year Term
- District 5 George Bray 2 Year Term
 Tom Campbell 4 Year Term
 Richard Mitchell 4 Year Term

- District 7 Fred Snodgrass, Sr. 4 Year Term
 Marvin L. Payne 4 Year Term
 Glenn Nichelson 2 Year Term
- District 9 Arlie Crawford 2 Year Term Eldon O. Armour - 4 Year Term Keith Mefford - 4 Year Term
- District 1 Raymond W. Spudich 4 Year Term Elmer Bruce - 2 Year Term John M. Arkabauer - 2 Year Term
- District 4 Victor Scopel 2 Year Term
 Theodore Tomso 4 Year Term
 John P. Jubelt 2 Year Term
- District 6 Oliver A. Weller 2 Year Term
 Darrell R. Bivin 4 Year Term
 Donald Quarton 2 Year Term
- District 8 David Cerar 2 Year Term
 Kenneth N. Dugan 2 Year Term
 Joe Dunn, Jr. 4 Year Term

Motion made by Bivin, seconded by Snodgrass to accept last month's Minutes. All in favor. Motion carried.

VOTED YES:
John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny
David Cerar
Margie Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer

John P. Jubelt
Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

COMMITTEE REPORTS:

REPORT OF ROAD AND BRIDGE COMMITTEE DECEMBER 14, 1982 BOARD MEETING

The City of Carlinville has reimbursed the County Highway Department for \$15,713.80 for engineering supervision on the reconstruction of Nicholas Street.

Four bridges were damaged and one washed out during the heavy rains that begun on December 2.

A letting for a small bridge in Honey Point Township will be held on December 16, 1982 in the Superintendent's office. As the next Board meeting will not be for approximately a month and State approval will also be required, it is hereby requested that the Road and Bridge Committee be given power to act in the awarding of the contract. A report at the January meeting will be furnished.

The Committee approved all resolutions and petitions reported on the agenda plus the resolution for a permit for a buried television line not on the agenda.

Motion made by Spudich to give Road & Bridge Committee power to act. It was seconded by Farmer.

VOTED YES:
John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny
David Cerar
Margie Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer

John P. Jubelt
Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne

Donald L. Quarton
Victor Scopel
Fred Snodgrass, Sr.
Raymond W. Spudich
Theodore Tomso
Oliver A. Weller

REPORT OF M & M COMMITTEE MEETING

The regular meeting was held on Tuesday, December 7, 1982 at the Gardens in Litchfield.

President John Jubelt brought the meeting to order at 11:00 A. M.

Those present in addition to the President were Arlie Crawford, Elmer Bruce and Tom Gazda from Macoupin County and Walter Webb, Vernon Green and Tony Georgeff from Montgomery County.

The Committee approved the last minutes as printed and approved bills of \$904.57.

Elmer Bruce, Secretary

Motion made by Farmer, seconded by Tomso to accept report. All in favor. Motion carried.

VOTED YES:
John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer John P. Jubelt
Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller Judges Russell and Koval appeared before the Board in behalf of the Probation and Court Services Department, and asked if in January or February the Board would authorize the Probation and Court Services to employ another staff member. In January, 1982, 344 persons were being supervised by Probation and Court Services and last month there were 504. There is only one Probation Officer in that Department, Wanda Hammann. As of January 1, 1983, Tom Ambrose will be hired. Judge Koval stated because of the case load, they believe they need another assistant Probation officer. They prepare pre-sentence investigation reports. Some reports are about 10 pages long, and it takes time to prepare them. On juvenile social histories, they prepare home studies reports. Koval stated the \$5.00 fee collected for each traffic violation should offset the cost of paying the third officer. With the \$4,800.00 reimbursement the County would receive from the state, the county would pay only \$9,013.00 toward the Officer's salary. After much discussion, Caveny made a motion to refer the matter back to the Circuit Court, Coroner, & States Attorney Committee and bring it up next month. It was seconded by Snodgrass. All in favor. Motion Judges Russell and Koval appeared before the Board in behalf of the Probation and Committee and bring it up next month. It was seconded by Snodgrass. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Victor Scopel
Craig Arlan Mansholt Fred Snodgrass, Sr.
Keith Mefford Raymond W. Spudich Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Raymond W. Spudich Theodore Tomso Oliver A. Weller

Sheriff Zarr asked the Board to give the Sheriff, Building & Grounds Committee the power to act on the purhcase of a squad car. In later months two other cars would have to be purchased. Bertagnolli made a motion to -give the Sheriff & Building & Grounds Committee the power to act in the purchase of the car. It was seconded by Snodgrass. All in favor. Motion carried.

VOTED YES: Ware no John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell John J. Farmer

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr.

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Raymond W. Spudich Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Theodore Tomso Oliver A. Weller

There were no COMMUNICATIONS.

PETITIONS:

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE

STATE OF ILLINOIS, COUNTY OF MACOUPIN ROAD DISTRICT AND TOWN OF SHAWS POINT

PROJECT # 16

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of Shaws Point Road District in said County, would respectfully represent that a bridge needs to be repaired over Macoupin Creek where the same is crossed by a highway near the center of Section 10, T. 10 N. R. 6 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 \$7,500 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 10 day of Dec., A.D. 1982

/s/ Waldo Wilhelm Highway Commissioner

/s/ Wayne Mullen, Supr. Supervisor

Subscribed and sworn to before me this 10 day of December, A.D. 1982

/s/ Helen Stottler Notary Public

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

/s/ Elmer Bruce

/s/ Henry Mills

/s/ Arlie Crawford /s/ John Conklin

Motion by Mefford, seconded by Cerar to accept Petition. Roll call taken. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray

Elmer C. Bruce

Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

RESOLUTIONS:

Raymond J. Vernetti Court House Carlinville, Illinois 62626

County: Macoupin Agency: Macoupin Project No. BROSO117015

Section No. 790004900BR Date: November 16, 1982

Contractor: Staunton Fuel & Material

Low Bid: 160,421.00 Letting Date: 82/10/29

Dear Sir/Madam:

A satisfactory bid has been received for this improvement.

In order to proceed with the award of the contract, we will need a resolution from your agency concurring in the award of this project. If your board or council does not meet soon, a letter signed by a majority of the members agreeing to adopt such a Resolution at the next meeting will suffice.

Please note that the contract award must be made within 45 calendar days of the subject letting date so your early consideration will be appreciated. If your resolution has been forwarded to the District Engineer, please disregard this request.

Very truly your,

Melvin B. Larsen Engineer of Local Roads and Streets

/s/ Lloyd E. Dixon By: Lloyd E. Dixon Local Project Implementation Engineer

cc: Thomas D. Gazda, Supt. of Hwys. W. E. Burns

> THOMAS D. GAZDA County Superintendent of Highways Macoupin County Carlinville, Illinois November 24, 1982

Improvement Ch. 18 Section 79-00049-00-BR Project BR-OS-117 (15) Macoupin County Contract No. 39287

Mr. Melvin B. Larsen Engineer of Local Roads & Streets Administration Building 2300 So. Dirksen Parkway Springfield, Ill. 62764

Dear Sir:

Since the low bid of \$160,421.00 (estimated at \$180,900.00) submitted for the improvement of Section 79-00049-00-BR on October 29, 1982 by Staunton Fuel and Material, Staunton, Illinois, is satisfactory to the Illinois Department of Transportation, and since it is necessary for the County Board of Macoupin County to adopt a resolution concurring in the award we, the undersigned members of the Board of Macoupin County, constituting a majority of the Board, hereby state that we will adopt the Resolution concurring in the award of this contract at the next board meeting on December 14, 1982. /s/ Victor Scopel

/s/ Darrell R. Bivin

/s/ Rich J. Mitchell

/s/ Arlie Crawford /s/ Ray Spudich /s/ Elmer Bruce /s/ Keith Mefford /s/ John C. Farmer /s/ John M. Arkabauer

/s/ David Cerar /s/ Theodore Tomso /s/ George M. Caveny /s/ John P. Jubelt

/s/ James Bertagnolli

RESOLUTION

WHEREAS, at the November 9, 1982 meeting, the Board acting on information from the Illinois Department of Transportation concurred in the award of Section 79-00049-00-BRto Don Barton Trucking & Excavating, Inc. as the low bidder and,

WHEREAS, subsequently, Illinois Department of Transportation discovered an error in the Barton bid which raised the total and Barton was not the low bidder and,

WHEREAS, the low bid of \$160,421.00 submitted by Staunton Fuel and Material, Staunton, Illinois for the construction C.H. 18, Project BR-OS-117(15), Section 79-00049-00-BR (bridge over Nassa Creek), is the low bid and is acceptable to the Macoupin County Board

WHEREAS, the low bid must also be acceptable to the Illinois Department of Transportatio

NOW, THEREFORE BE IT RESOLVED that the Macoupin County Board does concur with the Illinois Department of Transportation in awarding the contract to the lowest bidder of \$160,421.00, Staunton Fuel and Material, Staunton, Illinois and that the previous Resolution of November 9, 1982 is hereby rescinded.

STATE OF ILLINOIS COUNTY OF MACOUPIN) SS

I, John Saracco, 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 a resolution passed by the Macoupin County Board at their Adjourned meeting held on December 14, 1982.

Witness my hand and seal of the County Court of said County at Carlinville this 14th day of December A.Di 1982.

(SEAL)

/s/ John J. Saracco County Clerk

Approved and Recommended by the Road and Bridge Committee on December 10, 1982

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

Motion made by Scopel, seconded by Mefford to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

RESOLUTION FOR IMPROVEMENT BY COUNTY UNDER THE ILLINOIS HIGHWAY CODE

BE IT RESOLVED, by the County Board of Macoupin County, Illinois, that the following described County Highway (s) be improved under the Illinois Highway Code: County Highway (s) 16 beginning at a point near the Northwest corner of Section 12, Town 7 North, Range 6 West of the 3rd P.M. and extending along said route(s) in a(n) easterly

direction to a point near the Southeast Corner of the Northeast 1/4 of the Northeast 1/4 of Section 12, Town 7 North, Range 6 West of the 3rd P.M., a distance of approximately 1.0630 mi. and,

BE IT FURTHER RESOLVED, that the type of improvement shall be a base widening, base improvement and resurfacing and shall be disignated as Section 82-00055-00-WR MFT; and,

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Thousand and No/100 dollars, (\$2,000.00) from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement; and, \$20,000 from County's Local Matching Fund, and

be it further resolved, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district/regional office of the Department of Transportation.

I, John Saracco, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Macoupin County, at its adjourned meeting held at Carlinville on December 14, 1982.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Carlinville, in said County, this 14th day of December A.D. 1982.

(SEAL)

/s/ John J. Saracco, County Clerk

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

/s/ Elmer Bruce /s/ Henry Mills

/s/ Arlie Crawford

/s/ John Conklin

Motion made by Tomso, seconded by Bertagnolli to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr.

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Raymond W. Spudich Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Theodore Tomso Oliver A. Weller

RESOLUTION FOR IMPROVEMENT BY COUNTY UNDER THE ILLINOIS HIGHWAY CODE

BE IT RESOLVED, by the County Board of Macoupin County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 17, beginning at a point near the Northwest Corner of Fractional Section 6, Town 6 North, Range 6 West of the 3rd P.M. and extending along said route(s) in a(n) easterly direction to a point near the Northeast corner of Fractional Section 6, Town 6 North, Range 6 West of the 3rd P.M., a distance of approximately 0.629 mi.; and

BE IT FURTHER RESOLVED, that the type of improvement shall be a base widening, base improvement and resurfacing and shall be designated as Section 82-00056-00-WR MFT; and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract and;

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Thousand and No/100 dollars (\$2,000.00) from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement; and, \$15,000.00 from County's Local Matching Fund, and

BE IT FURTHER RESOLVED, that the Clerk is hereby dir-cted to transmit two certified copies of this resolution to the district/regional office of the Department of Transportation.

I, John Saracco, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Macoupin County, at its adjourned meeting held at Carlinville on December 14, 1982.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Carlinville, in said County, this 14th day of December A.D. 1982.

(SEAL)

/s/ John J. Saracco County Clerk

Approved and Recommended by The Road and Bridge Committee on Dec. 10, 1982

/s/ Elmer Bruce /s/ Henry Mills

/s/ Arlie Crawford /s/ John Conklin

Motion made by Mitchell, seconded by Arkabauer to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 14th day of December 1982, by and between MACOUPIN COUNTY HIGHWAY DEPARTMENT OF MACOUPIN COUNTY, ILLINOIS, acting through the County Board and hereinafter referred to as the "LOCAL AGENCY" and SHEPPARD, MORGAN & SCHWAAB, INC., whose address is 215 Market Street, P. O. Box E, Alton, Illinois, hereinafter referred to as the "ENGINEER" and;

WHEREAS, the LOCAL AGENCY desires to make improvements to F.A.S. Route 728 hear Mt. Olive of Macoupin County, designated as Section 82-00055-00-WR, consisting of the construction of a pozzolonic base course and shoulders, a bituminous concrete surface, and miscellaneous appurtenances.

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

SECTION A - THE ENGINEER AGREES:

- 1. To perform or be responsible for the performance of the following professional engineering services for the LOCAL AGENCY in connection with the proposed improvement hereinbefore described:
 - a. Meet with representatives of the LOCAL AGENCY at the site and mutually agree upon a scope of work.

- b. Make such detailed surveys as are necessary for the preparation of detailed plans.
- c. Make or cause to be made such special studies as may be required to furnish sufficient data for the design of the proposed improvement.
- d. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the LOCAL 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 LOCAL AGENCY by the ENGINEER at his actual cost for reproduction.
- 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 guidelines for use on Federal-aid Resurfacing, Restoration, and Rehabilitation (3R) projects. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LOCAL AGENCY and the Illinois Department of Transportation, hereinafter referred to as the "DEPARTMENT".
- 3. To attend conferences at any reasonable time when requested to do so by representatives of the LOCAL AGENCY or the DEPARTMENT.
- 4. That all documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for reuse by LOCAL AGENCY without written verification or adaptation by ENGINEER for the specific purpose intended will be at LOCAL AGENCY'S sole risk and without liability or legal exposure to ENGINEER: and LOCAL AGENCY shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by LOCAL AGENCY and ENGINEER.
- 5. That should the LOCAL AGENCY require changes in any of the detailed construction plans, specifications or estimates after they have been approved by the LOCAL AGENCY, the LOCAL AGENCY shall pay the ENGINEER hourly rates in amounts equal to the entire value to the ENGINEER for the actual time spent in making such changes but in no case shall the LOCAL AGENCY be billed at rates in excess of those listed in Exhibit "A", nor shall the total compensation for changes under the provisions of this section exceed \$5,000.00 without renegotiation of the agreement.
- It is understood that "changes" as used in this section means basic changes in location or design and that the provisions of this section shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans satisfactory to the LOCAL AGENCY AND THE DEPARTMENT.

SECTION B - THE LOCAL AGENCY AGREES:

- 1. To furnish the ENGINEER with all presently available survey date and information, including instructions for scales to be used, standard details, and Standard Specifications adopted by the DEPARTMENT and other available data useful to the work to be done by the ENGINEER.
- 2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT on a per diem basis in accordance with the provisions of Exhibit "A", attached hereto and by this reference made a part hereof. The amount of compensation to the ENGINEER shall not exceed \$19,000.00 for Section 82-00055-00-WR, plus the cost of extra work as provided for under Section 5 of the ENGINEER AGREES. In the event substantial changes in the scope, character or estimated total cost of the resulting construction SECTION are required prior to the approval of plans, specifications and estimates by the LOCAL AGENCY, ADJUSTMENTS IN COMPENSATION TO THE ENGINEER and adjustment in time for performance of the work as modified, shall be determined through arbitration between the parties to this AGREEMENT.
- 3. That payment 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:
- a. ENGINEER shall submit monthly statements for professional engineering services rendered. The statements will be based upon ENGINEER'S ATTACHED Schedule of Hourly Charges in amounts equal to the entire value to the ENGINEER for the actual time spent on the projects at the time of billing. LOCAL AGENCY shall make prompt monthly payments in response to ENGINEER'S monthly statements.
- b. Changes required, in the detailed plans, specifications or estimates after they have been approved by the LOCAL AGENCY, will be paid for in accordance with Section 5 of the ENGINEER AGREES.

SECTION C - IT IS MUTUALLY AGREED:

- 1. That in the event of a dispute in the interpretation of THIS AGREEMENT, it shall be settled by negotiation between the LOCAL AGENCY and the ENGINEER. In the event an agreement is not achieved, the dispute will be referred through channels to the DEPARTMENT for a decision, and that decision shall be final. This shall not be construed as abrogating the ENGINEER'S rights under the law.
- 2. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, the ENGINEER shall cause to be delivered to the LOCAL AGENCY, all drawings, specifications, partial and completed estimates, and data, if any from traffic studies, and that all such -material becomes the property of the LOCAL AGENCY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Paragraph 5 of THE ENGINEER AGREES.

3. The ENGINEER will save harmless the LOCAL or any other governmental agency, or any representative of the LOCAL AGENCY or any other governmental agency from all liability arising out of the ENGINEER; sown negligent acts, and will carry adequate insurance to provide such protection.

That he will comply with all applicable Federal Statutes, State of Illinois Statutes, and Local laws or ordinances of the LOCAL AGENCY.

- 4. To commence work within five (5) calendar days, after receipt of an approved executed copy of this Agreement and to complete the services provided for herein by July 1, 1983, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 5. That he and his subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such material available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement, for inspection by the LOCAL AGENCY and copies thereof shall be furnished if requested.
- 6. 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 contract. For breach or violation of this warranty the LOCAL AGENCY shall have the right to annul this contract without liability.

THE ENGINEER FURTHER AGREES:

The ENGINEER shall comply with the attached "Equal Employment Opportunity Clause", which is required by the Illinois Fair Employment Practices Commission. It is understood that the term "contractor" as used in the attachment shall mean the ENGINEER and the term "contract" shall mean the Agreement.

IN WITNESS HEREOF, the parties have cuased this Agreement to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers and successors as of the date below indicated.

Executed by the LOCAL AGENCY this 14th day of December, 1982.

FOR MACOUPIN COUNTY, ILLINOIS

By /s/ John Jubelt
Chairman County Board

ATTEST:

By /s/ John J. Saracco
County Clerk

Executed by the ENGINEER this 9th day of December, 1982.

Sheppard, Morgan & Schwaab, Inc. 215 Market Street P. O. Box E Alton Illinois 62002

Alton, Illinois 62002

By /s/ C. H. Sheppard C. H- Sheppard, Chairman of the Board

ATTEST:

By /s/ John Hales

John Hales, Vice-President

Sheppard, Morgan & Schwaab, Inc.

Branch: 3728 Nameoki Road Granite City, IL. 62040 618/877-8700

EXHIBIT "A"

SCHEDULE OF HOURLY CHARGES

Effective June 1, 1982

LILECTIVE Stille I, 1702	
'Engineering Aide / Office Administrative Staff	\$15.50
Engineering Technician I (Instrumentman, Jr. Draftsman, Inspector)	19.75
Engineering Technician II (Party Chief, Draftsman, Inspector)	26.75
Senior Engineering Technician	34.00
Engineer I	26.75
Engineer II / Controller	34.00
Registered Engineer I	38.00
Registered Engineer II / Administrative Manager	44.25
Principal of Firm	50.00

If assignment requires payment of premium for overtime hours these rates will be adjusted to include premium costs.

To the amount charged at rates shown will be added the actual cost of items directly incidental to the completion of the project, including but not limited to stakes, blueprints, supplies, toll calls, and transportation. A rental charge will be made when computer facilities, electronic measuring equipment or nuclear density equipment is used directly on the project. In the event that additional services are furnished to the Engineer by another organization, reimbursement for such services shall be at actual cost plus ten percent.

These rates are subject to change upon reasonable and proper notice. In any event, this schedule will expire and be superseded by a new schedule on or about June 1, 1983.

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 on Oct. 1, 1979, 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:

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 obli= gations 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.
- 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 Fiar Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this cluase 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 cluase 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.

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

/s/ Elmer Bruce /s/ Henry Mills /s/ Arlie Crawford

/s/ John Conklin

Motion made by Scopel, seconded by Snodgrass to accept agreement. Same Roll Call. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Si Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quartor Victor Scopel Raymond W. Spudio Theodore Tomso Oliver A. Weller

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 14th day of December 1982 by and between MACOUPIN COUNTY HIGHWAY DEPARTMENT OF MACOUPIN COUNTY, ILLINOIS, acting through the County Board and hereinafter referred to as the "LOCAL AGENCY" and SHEPPARD, MORGAN & SCHWAAB, INC. whose address is 215 Market Street, P. O. Box E. Alton, Illinois, hereinafter referred to as the "ENGINEER" and;

WHEREAS, the LOCAL AGENCY desires to make improvements to F.A.S. Route 737 near Staunton of Macoupin County, designated as Section 82-00056-00-WR consisting of the construction of a pozzolonic base course and shoulders, a bituminous concrete surface, and miscellaneous appurtenances.

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

SECTION A - THE ENGINEER AGREES:

- 1. To perform or be responsible for the performance of the following professional engineering services for the LOCAL AGENCY in connection with the proposed improvement hereinbefore described:
- a. Meet with representatives of the LOCAL AGENCY at the site and mutually agree upon a scope of work.
 - b. Make such detailed surveys as are necessary for the preparation of detailed plans.
- c. Make or cause to be made such special studies as may be required to furnish sufficient data for the design of the proposed improvement.
- d. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the LOCAL 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 LOCAL AGENCY by the ENGINEER at his actual cost for reproduction.
- 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 guidelines for use on Federal-aid Resurfacing, Restoration, and Rehabilitation (3R) projects. It being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LOCAL AGENCY and the Illinois Department of Transportation, hereinafter referred to as the "DEPARTMENT".
- 3. To attend conferences at any reasonable time when requested to do so by representatives of the LOCAL AGENCY or the DEPARTMENT.
- 4. That all documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for reuse by LOCAL AGENCY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at LOCAL AGENCY'S sole risk and without liability or legal exposure to ENGINEER; and LOCAL AGENCY shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by LOCAL AGENCY and ENGINEER.
- 5. That should the LOCAL AGENCY require changes in any of the detailed construction plans, specifications or estimates after they have been approved by the LOCAL AGENCY, the LOCAL AGENCY shall pay the ENGINEER hourly rates in amounts equal to the entire value to the ENGINEER for the actual time spent in making such changes but in no case shall the LOCAL AGENCY be billed at rates in excess of those listed in Exhibit "A", nor shall the total compensation for changes under the provisions of this section exceed \$5,000.00 without renegotiation of the agreement.

It is understood that "changes" as used in this section means basic changes in location or design and that the provisions of this section shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans satisfactory to the LOCAL AGENCY and the DEPARTMENT.

SECTION B - THE LOCAL AGENCY AGREES:

- 1. To furnish the ENGINEER with all presently available survey date and information, including instructions for scales to be used, standard details, and Standard Specifications adopted by the DEPARTMENT and other available data useful to the work to be done by the ENGINEER.
- 2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT on a per diem basis in accordance with the provisions of Exhibit "A", attached hereto and by this reference made a part hereof. The amount of compensation to the ENGINEER shall not exceed \$14,000.00 for Section 82-00056-00-WR, plus the cost of extra work as provided for under Section 5 of the ENGINEER AGREES. In the event substantial changes in the scope, character or estimated total cost of the resulting construction SECTION are required prior to the approval of plans, specifications and estimates by the LOCAL AGENCY, adjustments in compensation to the ENGINEER and adjustments in time for performance of the work as modified, shall be determined through arbitration between the parties to this AGREEMENT.
- 3. That payment 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.
- a. ENGINEER shall submit monthly statements for professional engineering services rendered. The statements will be based upon ENGINEER'S attached schedule of Hourly Charges in amounts equal to the entire value to the ENGINEER for the actual time spent on the projects at the time of billing. LOCAL AGENCY shall -make prompt monthly payments in response to ENGINEER's monthly statements.

b. Changes required, in the detailed plans, specifications or estimates after the- have been approved by the LOCAL AGENCY, will be paid for in accordance with Section 5 of the ENGINEER AGREES.

SECTION C - IT IS MUTUALLY AGREED:

- 1. That in the event of a dispute in the interpretation of THIS AGREEMENT, it shall be settled by negotiation between the LOCAL AGENCY and the ENGINEER. In the event an agreement is not achieved, the dispute will be referred through channels to the DEPARTMENT for a decision, and that decision shall be final. This shall not be construed as abrogating the ENGINEER'S RIGHTS under the law.
- 2. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, the ENGINEER shall cause to be delivered to the LOCAL AGENCY, all drawings, sepcifications, partial and completed estimates, and data, if any from traffic studies, and that all such material becomes the property of the LOCAL AGENCY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Paragraph 5 of THE ENGINEER AGREES.
- 3. The ENGINEER will save harmless the LOCAL or any other governmental agency, or any representative of the LOCAL AGENCY or any other governmental agency from all liability arising out of the ENGINEER'S OWN NEGLIGENT ACTS, AND WILL CARRY ADEQUATE INSURANCE TO PROVIDE SUCH PROTECTION.

That he will comply with all applicable Federal Statutes, State of Illinois Statutes, and Local laws or ordinances of the LOCAL AGENCY.

- 4. To commence work within five (5) calendar days, after receipt of an approved executed copy of this Agreement and to complete the services provided for herein by July 1, 1983, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 5. That he and his subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such material available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement, for inspection by the LOCAL AGENCY and copies thereof shall be furnished if requested.
- 6. 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 contract. For breach or violation of this warranty the LOCAL AGENCY shall have the right to annul this contract without liability.

THE ENGINEER FURTHER AGREES:

The ENGINEER shall comply with the attached "Equal Employment Opportunity Clause", which is required by the Illinois Fair Employment Practices Commission. It is understood that the term "contractor" as used in the attachment shall mean the ENGINEER and the term "contract" shall mean the Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers and successors as of the date below indicated.

Executed by the LOCAL AGENCY this 14th day of December, 1982.

FOR MACOUPIN COUNTY, ILLINOIS

By /s/ John Jubelt
Chairman CountyBoard

ATTEST:
By /s/ John J. Saracco
County Clerk

Executed by the ENGINEER this 9th day of December 1982.

SHEPPARD, MORGAN & SCHWAAB, INC. 215 Market Street P. O. Box E Alton, Illinois 62002

By /s/ C. H. Sheppard
C. H. Sheppard, Chairman of the Board

ATTEST: /s/by John Hales John Hales, Vice-President

Principal of Firm

Sheppard, Morgan & Schwaab, Inc.

Branch: 3728 Nameoki Road Granite City, IL. 62040

50.00

EXHIBIT "A" SCHEDULE OF HOURLY CHARGES Effective June 1, 1982 Engineering Aide / Office Administrative Staff 15.50 Engineering Technician I (Instrumentman, Jr. Draftsman, Inspector) 19.75 Engineering Technician II (Party Chief, Draftsman, Inspector) 26.75 Senior Engineering Technician 34.00 26.75 Engineer I 34.00 Engineer II / Controller 38.00 Registered Engineer I 44.25 Registered Engineer II / Administrative Manager

If assignment requires payment of premium for overtime hours these rates will be adjusted to include premium costs.

To the amount charged at rates shown will be added the actual cost of items directly incidental to the completion of the project, including but not limited to stakes, blueprints, supplies, toll calls, and transportation. A rental charge will be made when computer facilities, electronic measuring equipment or nuclear density equipment is used directly on the project. In the event that additional services are furnished to the Engineer by another organization, reimbursement for such services shall be at actual cost plus ten percent.

These rates are subject to change upon reasonable and proper notice. In any event, this schedule will expire and be superseded by a new schedule on or about June 1, 1983.

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 on Oct. 1. 1979, 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:

1. 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 meployment 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 applicatns 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 oblitations 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 FairEmployment Practices Commission for purposes of investigation to ascertain compliance with 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 cluase 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 cluase 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.

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

/s/ Elmer Bruce

/s/ Henry Mills

/s/ Arlie Crawford

/s/ John Conklin

Motion by Mitchell, seconded by Snodgrass to accept agreement. Same Roll Call. All in favor . Motion carried.

VOTED YES John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher ArlieCrawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodg: Keith Mefford Raymond W. Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Victor Sco Theodore To Oliver A. V

COUNTY MAINTENANCE RESOLUTION

RESOLVED, by the CountyBoard, Macoupin County, that \$400,000.00 is appropriated from Motor Fuel Tax allotment for the maintenance of the following sections or patrols located on county highways and meeting the requirements of the Illinois Highway Code.

Section or Patrol*

Amount 400,000.00

*If appropriation is by Sections or Patrols show individuat amounts.

and be it further RESOLVED, that the above designated sections or patrols be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 1983, and be it further RESOLVED, that the County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Public Works and Buildings, Division of Highways, on forms furnished by siad Department, a certified stateme showing expenditures from and balances remaining in this appropriation, and be it further RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the Department of Public Works and Buildings, Division of Highways, Springfield, Illinois, through its District Engineer.

STATE OF ILLINOIS,

Macoupin County

I, John Saracco, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Macoupin County Board at its adjourned meeting held at Carlinville on December 14, 1982.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in Carlinville in said County this 14th day of December, A.D. 1982

(SEAL)

/s/ John J. Saracco, County Clerk

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982.

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

Motion made by Bivin, seconded by Scopel to approve Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarto Victor Scopel Raymond W. Spud: Theodore Tomso Oliver A. Weller

RESOLUTION OF COUNTY BOARD FOR THE MAINTENANCE OF STATE AID GRAVEL AND MACADAM ROADS

WHEREAS, the law, prior to the taking effect of the amendatory Act, approved June 10, 1929, provided "That when gravel or macadam roads were constructed, under the provisions of the State Aid Act, said roads are to be maintained equally by the County and the State", and

WHEREAS, it is necessary to pay promptly all maintenance bills; Therefore, be it

RESOLVED, by the County Board of Macoupin County that there is hereby appropriated from funds in the hands of the County Treasurer, the sum of Twelve Hundred and No/100 (\$1,200.00) Dollars or as much thereof as may be necessary to defray the County's portion of the cost of maintenance of State Aid Road known as Section W-15-D for the period ending December 31, 1983, and be it further

RESOLVED, that the County Clerk is hereby authorized to draw orders on the County Treasurer for the payment of the maintenance cost of said road upon receipt of itemized bills properly approved by the Illinois Division of Highways.

I hereby certify that the above is a true copy of the Resolution adopted by the County Board at its meeting held on the 14th day of December 1982.

Given under my hand and seal the 14th day of December 1982.

/s/ John J. Saracco
County Clerk Macoupin County

SEAL

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

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

Motion -made by Weller, seconded by Cerar to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Walter Long, Jr. Victor Scopel Craig Arlan Mansholt Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

RESOLUTION TO APPROPRIATE COUNTY SUPERINTENDENT'S SALARY

FROM MOTOR FUEL TAX FUND

BE IT RESOLVED, that there be, and there is appropriated from the Macoupin County Motor Fuel Tax Fund the sum of Thirty Six Thousand and Three Hundred Thirty Three and 33/100 Dollars to pay the salary of the County Superintendent of Highways for a period beginning January 1, 1983 to December 31, 1983.

BE IT RESOLVED, that the County Clerk is hereby directed to submit three Certified copies of this resolution to the Department of Transportation, Division of Highways, Springfield, Illinois.

STATE OF ILLINOIS SS COUNTY OF MACOUPIN

I, John Saracco, County Clerk in and for said County in the State aforesaid, and keeper of the records and files office, do hereby certify the foregoing to be a true and correct copy of a resolution passed by

Witness my hand and seal of the County at Carlinville, Illinois this 14th day of December A.D., 1982.

SEAL

/s/ John J. Saracco County Clerk

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

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

Motion made by Scopel, seconded by Cerar to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

RESOLUTION TO APPROPRIATE MONEY FROM THE MOTOR FUEL TAX FUND OF MACOUPIN COUNTY FOR MILEAGE TO THE OFFICE OF THE COUNTY SUPERINTENDENT OF HIGHWAYS FROM JANUARY 1, 1983 to DECEMBER 31, 1983

BE IT RESOLVED, by the Macoupin County Board at their December 14, 1982 meeting that there is hereby appropriated the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS to the office of the County Superintendent of Highways of Macoupin County.

STATE OF ILLINOIS SS COUNTY OF MACOUPIN

I, John Saracco, County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Macoupin County Board

at its December meeting held at Carlinville, Illinois December 14, 1982.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Carlinville, in said County this 14th day of December A.D., 1982.

> /s/ John J. Saracco County Clerk

SEAL

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

/s/ Elmer Bruce

/s/ Henry Mills

/s/ Arlie Crawford

/s/ John Conklin

Motion made by Bertagnolli seconded by Bruce to accept Resolution. Same Roll Call, All in favor. Motion carried.

VOTED YES:

John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

RESOLUTION

WHEREAS, Macoupin County is planning to construct a new highway Section 75-00040-01-SC, Project RS-732 (12), FAS Rte. 732 beginning at the intersection of the east edge of pavement of Illinois Route 4 and South Street, Girard and proceeding easterly for 1.885 miles

WHEREAS, Township Road 87A begins at the intersection of Second Street and South Street and proceeds easterly along a line coincident with the centerline of South Street and the proposed new FAS Rte. 732 road for a distance of .05 mile and,

whereas, Township Road 87 begins on a line .02 mile west of the centerline of the Burlington Railroad and proceeds easterly along a centerline coincident with the easterly projection of the centerline of South Street and also along the centerline of the proposed new FAS Rte. 732 to the center of Section 33, Town 12 North, Range 6 West, of the Third Principal Meridian for a distance of .51 mile and,

WHEREAS, all of Township Road 87A and that portion of Township Road 87 hereinabove described will be entirely reconstructed as a portion of Macoupin County FAS Rte. 732, Section 75-00040-01-SC,

NOW, THEREFORE BE IT RESOLVED, that the CountyBoard of Macoupin County in adjourned meeting assembled this 14thday December, 1982 A.D. that the above described Township Rte. 87A and that described portion of Township Rte. 87 be made a part of the Macoupin County Highway Road System subject to approval by the State of Illinois, Department of Transportation as is provided by law. Macoupin County shall assume jurisdiction and maintenance responsibilities upon award of the contract for the proposed improvement Section 75-00040-01-County Highway 12, FAS Rte- 732. The new designation of County Highway 12 and FAS Rte.732 shall become effective upon its completion and opening to public travel and final acceptance by Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that the County Clerk be and he is hereby directed to transmit two certified copies of this resolution to the State of Illinois, Department of Transportation Division of Highways, Office of District Engineer 6, 126 East Ash Street, Springfield, Illinois 62706.

STATE OF ILLINOIS) SS COUNTY OF MACOUPIN

I, John Saracco, County Clerk in and for said County, in the State aforesaid, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Macoupin County at their adjourned meeting assembled at Carlinville, Illinois on December 14, A.D. 1982.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Clerk at my office in Carlinville, this 14th day of December A.D. 1982.

> /s/ John J. Saracco County Clerk

(SEAL)

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982.

/s/ Elmer Bruce

/s/ Henry Mills

/s/ Arlie Crawford /s/ John Conklin

Motion made by Snodgrass, seconded by Weller to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES:
John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny
David Cerar
Marige Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer

John P. Jubelt
Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

RESOLUTION FOR CHANGE IN COUNTY HIGHWAY SYSTEM FOR COUNTY HIGHWAY 12 AND FAS RTE. 732

WHEREAS, Macoupin County is planning to construct a new highway, Section 75-00040-01-SC, Project RS-732 (12), FAS Rte. 732 beginning at the intersection of the east edge of pavement of Illinois Route 4 and South Street, Girard and proceeding easterly for 1.885 miles,

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

Section 1. Upon completion of the proposed improvement hereinabove described, which is a relocation, and its opening to public travel, and final acceptance by IDOT, that this said improvement at its said new location shall become the location of County Highway 12 and FAS Rte. 732 and shall be so designated.

Section 2. The said relocated highway shall also be classified as a MAJOR COLLECTOR.

Rte. 732, the existing County Highway 12 Extension designation from Illinois Route 4 to the east corporation limits along Center Street shall become null and void and be permanently removed and shall remain a part of the municipal street system.

Section 4. Upon completion and its opening to public travel and final acceptance by IDOT of the said relocated proposed improvement, the existing described portion of the present County Highway 12, FAS Rte. 732 shall become null and void and be permanently removed and shall become part of the Girard Township and Road District system in accordance with Illinois Statutes, Chapter 121, Section 5-105.

DESCRIPTION OF ABANDONED COUNTY HIGHWAY 12, FAS Rte. 732

"Beginning at the intersection of Center Street, C.H. 12 and FAS Rte. 732 at the east corporation limits of the City of Girard and proceeding east through the curve to the south at the N.E. corner of the S.E. 1/4 of the N.W. 1/4 of Section 34, T. 12 N., R. 6 W., of the 3rd P.M. That portion of the existing curve and property easterly of the said new intersection near the center of said Section 34 no longer used for any roadway shall have no route designation, County or Road District, but shall remain the property of the County."

STATE OF ILLINOIS)
COUNTY OF MACOUPIN)

I, John Saracco, County Clerk in and for said County, in the State aforesaid, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of Macoupin County at their adjourned meeting assembled at Carlinville, Illinois on December 14, A.D. 1982.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Clerk at my office in Carlinville, this 14th day of December, A.D. 1982.

/s/ John J. Saracco County Clerk

(SEAL)

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

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

Motion made by Scopel, seconded by Tomso to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES:
John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer John P. Jubelt
Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

AGREEMENT AND RESOLUTION BETWEEN MACOUPIN COUNTY BOARD AND CITY OF GIRARD FOR RECONSTRUCTION OF EASTERLY PORTION OF SOUTH STREET TO BECOME A COUNTY HIGHWAY

WHEREAS, Macoupin County is planning an improvement of FAS Rte. 732 running from the intersection of Illinois Route 4 and South Street, Girard then easterly for 1.885 miles known as Section 75-00040-01-SC, Project RS-732(12), FAS Rte. 732, Macoupin County, Illinois

WHEREAS, the entire length of South Street east of Illinois Route 4 will be reconstructed under the proposed improvement and,

WHEREAS, the City Council by Ordinance 615, passed on February 3, 1981, has prohibited parking on the proposed newly constructed road known as proposed FAS Rte. 732 and,

WHEREAS, Chapter 121, Section 5.408 of the Illinois Statutes permits the County to construct and maintain a county highway, with approval of the corporate authorities. within corporate limits,

NOW, THEREFORE BE IT RESOLVED AND AGREED TO BY THE MACOUPIN COUNTY BOARD AND THE CITY OF GIRARD, that

Section 1. Macoupin County will construct and maintain at no expense to the city, a county highway beginning at the intersection of the east edge of Illinois Route 4 and the approximate centerline of South Street and the centerline of the new constructio and proceeding along the approximate centerline of South Street and the centerline of the new construction to and beyond the east corporate limits of the City of Girard said construction shall involve the entire reconstruction of the hereinabove described portion of South Street and shall be known as Section 75-00040-01-SC, Project RS-732(12), FAS Rte. 732.

Section 2. That the Council of the City of Girard does hereby approve of the hereinabove described work and conditions outline above in Section 1 for the reconstruction and maintenance of the described portion of South Street presently under the City's jurisdiction by Macoupin County all at no cost to the City for this described work.

Section 3. Macoupin County shall assume jurisdictional and maintenance responsibilities

for the said improvement upon the award of the contract for construction. Section 4. Maintenance and jurisdiction of the railroad crossings shall remain with

the railroads in accordance with ICC Order 80-0583. Section 5. The said improvement shall be known as County Highway 12, FAS Rte. 732,

upon final acceptance of the proposed improvement by IDOT and shall be classified as a MAJOR COLLECTOR.

Section 6. Upon the completion and opening of the relocation of County Highway 12, FAS Rte. 732, the existing County Highway 12 extension designation from Illinois Route 4 to the east corporation limits along Center Street shall become null and void and be permanently removed and shall remain a part of the municipal street system.

BY THE COUNCIL OF CITY OF GIRARD, ILLINOIS

Passed 19	Signed	
	Mayor	
Recorded19	Date	19
Attest City Clerk		
BY THE COUNTY BOARD OF MACOUPIN COUNTY		
rupon, along, under and across lucturin County		
Approved, chairman, Macoupin County Board		
STATE OF ILLINOIS)) SS		
COUNTY OF MACOUPIN		
I, John Saracco, County Clerk in and for said	County, in the State a	foresaid, do hereby

certify the foregoing to be a true, perfect and complete copy of an Agreement & Resolution adopted by the County Board of Macoupin County at their adjourned meeting assembled at Carlinville, Illinois on December 14, A.D. 1982.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Clerk at my office in Carlinville, this 14th day of December A.D. 1982. /s/ John J. Saracco, County Clerk

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982 /s/ John Conklin /s/ Elmer Bruce /s/ Henry Mills /s/ Arlie Crawford

Motion made by Bertagnolli, seconded by Weller to accept Resolution. Same Roll call. All in favor. Motion carried.

VOTED YES John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

RESOLUTION FOR IMPROVEMENT BY COUNTY UNDER THE ILLINOIS HIGHWAY CODE

BE IT RESOLVED, by the County Board of Macoupin County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 12, beginning at a point 11' East of the Centerline Intersection of FAS Rte.

Illinois Route 4 and South Street, Girard and extending along said route(s) in a(n) Easterly direction to Sta. 110+00, a distance of approximately 1.885 mi. and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Complete New Roadway Constructing With New Base and Surface and shall be designated as Section 75-00040-01-SC MFT; and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by the County through its officers, agents and employees and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Ten Thousand and No/100 dollars, (10,000.00) from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement; and, \$60,000.00 from the County's Local Matching Funds

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district/regiona- office of the Deaprtment of Transportation.

I, John Saracco, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Macoupin Co-nty, at its adjourned meeting held at Carlinville on December 14, 1982.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Carlinville, in said County, this 14th day of December A.D. 1982.

(SEAL)

/s/ John J. Saracco, County Clerk

Approved and Recommended by the Road and Bridge Committee on December 10, 1982

/s/ Elmer Bruce

/s/ Henry Mills

/s/ Arlie Crawford

/s/ John Conklin

Motion made by Snodgrass, seconded by Cerar to accept Resolution. Same Roll Call. All in favor. Motion carried.

VOTED YES:
John M. Arkabauer
Eldon O. Armour
James Bertagnolli
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell

George M. Caveny
David Cerar
Margie Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer

John P. Jubelt
Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

AGREEMENT AND RESOLUTION FOR MACOUPIN COUNTY CABLEVISION TO BURY COAXIAL CABLE ON STAUNTON TO BUNKER HILL ROAD

Whereas, Macoupin County Cablevision, Corp. (hereinafter designated OWNER), has requested permission and authority to construct, operate, maintain, repair, renew, extend and remove an underground coaxial TV cable line and amplifiers with necessary appurtenances (hereinafter referred to as "buried" CATV cable system) in, upon, along, under and across Macoupin County Highway 14, FAS Rte 736 from RTE 4 at Staunton to Bunker Hill which the County of Macoupin now has jurisdiction, and

Whereas, it is in the public interest that such a buried CATV cable system be so constructed, operated and maintained,

NOW, THEREFORE, BE IT RESOLVED by the Macoupin County Board, herein termed the COUNTY, that the above mentioned permission and authority be and is hereby granted insofar as the County is legally able to do so to Macoupin County Cablevision, Corp., subject to limitation and conditions listed below, its successors and assigns for a term of 20 years commencing from this date in, upon, along, under and across the above designated Highway under the County's supervision and jurisdiction.

This permission and authority, and permit from CountySuperintendent of Highways, is granted subject to the following limitations and conditions:

- 1. The OWNER shall submit a plan of any proposed work to the Superintendent of Highways for approval before any work is started. Said plan shall show the type and extent of work proposed and any other pertinent information that might be required by the Superintendent of Highways,. In case of minor or emergency repairs, no such plan will be required. Accompanying the plan will be a completed project permit for approval and signature of County Superintendent of Highways which form is a part of this resolution and is attached hereto as "Exhibit B".
- 2. Upon completion of any work, the Superintendent of Highways shall be given written notifications, and, if completed in a satisfactory manner, he shall give the OWNER a letter of acceptance. This letter of acceptance shall in no way relieve the OWNER of his responsibility under this resolution.

- 3. OWNER shall indemnify and save harmless the COUNTY, County Superintendent of Highways, their agents and employees against all claims, expenses, loss and liability on account of injury or death of persons or damage to peoperty caused by or arising out of the construction, existence, maintenance or operation of the buried CATV cable system under this Agreement and Resolution or the exercise of any other rights hereby granted. OWNER shall maintain in effect at all times public liability insurance with limits of not less than \$500,000 per person and \$1,000,000 per accident, for any such injury or death of persons, \$100,000 for any such damage to peoperty; and OWNER shall furnish COUNTY, on request at any time, certificates of such insurance by OWNER'S insurer. OWNER'S liabilities shall include his agents, employees, contractors or subcontractors doing work pursuant to this permit
- 4. That the OWNER upon written request of the Superintendent of Highways, will lower, relocate or rearrange any of its lines and appurtenances within the present limits of any of said road Right of Way at OWNER'S expense whenever it becomes necessary in the construction, maintenance or improvement of said roads.
- 5. That the COUNTY will not be held liable for any damage to said "buried" CATV cable system caused by the construction, maintenance or improvement of said highway.
- 6. That the OWNER will be liable for the entire cost of relocating or damage to all existing utilities caused by the construction, maintenance and repair to his own cable lines or appurtenance.
- 7. That, in case of damage to the existing highway caused by the construction, reconstruction or maintenance of said buried CATV cable system, the OWNER shall repair said damage within ten days, climatic conditions permitting. If, at the end of ten days, said damage to the highway is not repaired in a satisfactory manner, and the delay is not caused by climatic conditions, the COUNTY may repair said damage and the actual cost of such repair, including the cost of all lmaterial and labor, shall be paid to the COUNTY by the OWNER upon receipt of an itemized statement of costs.
- 8. OWNER shall take all necessary precautions by use of signs, signals, flagmen, or watchmen, to protect the general public and all reasonable measures to cause least interference with traffic movement along the roadways where construction or maintenance is in progress. All traffic control shall be in accordance with the current State of Illinois 'Manual of Uniform Traffic Control Devices' and amendments thereof.
- 9. The OWNER warrants that the buried CATV cable system shall be constructed, operated and maintained in accordance with the rules and regulations promulated by the Illinois Environmental Protection Agency and in accordance with the laws, resolutions, ordinances, and regulations of the State of Illinois or any branch thereof.
 - 10. The OWNER shall bore and encase all road crossings.
- 11. The OWNER will pay to the owners of property abutting upon highways established as though by common law plats all damages such owners may sustain by reason of such use of the highway, such damages to be ascertained and paid in the manner provided by law for the exercise of the right of eminent domain.
- 12. OWNER shall require his contractor to maintain Workmen's Compensation Insurance and regular Contractor's Public Liability and PropertyDamage Liability Insurance including automobile coverage and a certificate of said insurance shall be filed in the County Superintendent of Highways office before work commences.

BE IT FURTHER RESOLVED that the CountyClerk is hereby authorized to transmit two certified copies of this resolution to the Macoupin County Cablevision, Corp., in care of Robert E. Howe, President, at P. O. Box 135, Carlinville, Illinois 62626.

be it further resolved, that the permission and authority herein granted, is limited to the jurisdiction the COUNTY may have over said highway, and does not presume to release the OWNER from fulfilling any and all statutes relating to laying, constructing, operating, inspecting, maintaining, repairing, renewing, substituting, changing the size of and removing buried CATV cable system and all appurtenances thereto and/or statutes relating to the right of owners of abutting property along said highway.

Passed this 14th day of December A.D., 19823

AGREEMENT AND RESOLUTION.

STATE OF ILLINOIS)
COUNTY OF MACOUPIN

I, John Saracco, Clerk of the County Board for the County of Macoupin, State of Illinois and keeper of the records thereof, do hereby certify that the above is a true, correct and complete copy of an Agreement and Resolution adopted by the Macoupin County Board at its adjourned meeting held at Carlinville on December 14, 1982.

(SEAL)

/s/ John J. Saracco County Clerk (SEAL)

ACCEPTED:

/s/ Robert E. Howe Robert E. Howe, President Macoupin County Cablevision, Corp.

Subscribed and sworn to before me this 14 day of Dec. A.D. 1982

(SEAL)

/s/ Helen Stottler Notary Public

Approved and Recommended by the Road and Bridge Committee on Dec. 10, 1982

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

Motion made by Farmer, seconded by Cerar to grant permission to Macoupin County Cablevision to bury cable along the county easement between Staunton and Bunker Hill subject to submitting a bond for \$10,000. Roll call taken. 26 Yes, 1 Present. Motion carried.

VOTED YES
John M. Arkabauer
Eldon O. Armour
Darrell R. Bivin
George Bray
Elmer C. Bruce
Thomas P. Campbell
George M. Caveny

David Cerar
Margie Christopher
Arlie Crawford
Kenneth N. Dugan
Joe Dunn, Jr.
John J. Farmer
John P. Jubelt

Walter Long, Jr.
Craig Arlan Mansholt
Keith Mefford
Richard Mitchell
Glenn Nichelson
Marvin L. Payne
Donald L. Quarton

Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

PRESENT James Bertagnolli

ROGER L. RUTHERFORD Attorney-at-Law

October 20, 1982

The Honorable John Jubelt Chairman Macoupin County Board Carlinville, Illinois 62626

In Re: Appointment of Commissioner to the

ADGPTV Water Commission

Dear Chairman:

Pursuant to the instructions of Howard Schien, chairman of the ADGPTV Water Commission, and in accordance with previous commission policy, I am hereby advising you that the term of Robert Hall to the Auburn, Divernon, Girard, Pawnee, Thayer, Virden Water Commission expires on December 31, 1982. The Illinois Revised States, Chapter 24, SILI35-2 provides that the Commissioners of the ADGPTV Water Commission shall be appointed by each of the municipalities together with a like commissioner appointed by the presiding officer of the County Board with the advice and consent of the County Board in which the major part of the works of the water commission are located.

I am enclosing for your reference and use a Resolution which could be adopted appointing a commissioner as well as the actual appointment by you of the At-Large member and an oath of office which must be executed by the appointee. After an appointment has been made, it is required that the commissioner obtain a \$5,000.00 bond which should be arranged with a local insurance agent and the premium for the said bond will be paid by the water commission, the details of which would be helpful to arrange an advance after such appointment.

As soon as the Resolution has been adopted, please forward two certified copies of the Resolution and two copies of the appointment and oath of office to me. If you have any questions regarding this matter, please feel free to contact me.

Thank you very much for your attention to this matter.

Very truly yours,

/s/ Roger L. Rutherford

RLR:sp Ref: 99-12 Enclosures

cc: Edmond H. Rees, Macoupin County State's Attorney Raymond J. Vernetti, County Clerk & Recorder

RESOLUTION NO. 13

RESOLUTION APPOINTING AT-LARGE MEMBER TO THE AUBURN, DIVERNON GIRARD, PAWNEE, THAYER AND VIRDEN WATER COMMISSION

WHEREAS, there is a vacancy in the office of Commissioner of Commissioner of the Auburn, Divernon, Girard, Pawnee, Thayer and Virden. Water Commission because of the natural termination of the term of the AT-LARGE Commissioner; and

WHEREAS, it is provided in Section 11-135-2, Chapter 24, Illinois Revised Statutes, 1981 Edition, that the Commissioners appointed by each of the municipalities of the Commission, together with a like Commissioner appointed by the presiding officer of the CountyBoard with the advice and consent of the County Board of the County in which the major part of the works of the Water Commission are, or are to be located, shall constitute a Commission and a public corporation with the powers and duties specified in Division 135; and

WHEREAS, ROBERT HALL is competent, a man of high integrity, ready and willing to serve in the capacity of Commissioner to fill the vacancy heretofore mentioned, it is believed that he should be appointed as such member to represent the AT-LARGE district of the Auburn, Divernon, Girard, Pawnee, Thayer and Virden Water Commission;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS that it recommends and consents to the appointment of ROBERT HALL, of the City of Griard, County of Macoupin, in the State of Illinois as Commissioner of the Auburn, Divernon, Girard, Pawnee, Thayer and Virden Water Commission by John Jubelt, Chairman, the presiding officer of the County Board, to fill the vacancy created by the natural termination of the ter of the AT-LARGE Commissioner, be and is hereby appointed as the AT-LARGE Commissioner to the Auburn, Divernon, Girard, Pawnee, Thayer and Virden Water Commission for a term of six (6)

years commencing in January of 1983 and which expires December 31, 1988.

BE IT FURTHER RESOLVED that before entering upon his said term of office, the said ROBERT HALL shall take and subscribe the oath of office of Affidavit required by the Constitution of the United States of America and the Constitution of the State of Illinois, and the Statutes of the State of Illinois in such case made and provided and enter into a good and sufficient bond in the penal sum of Five Thousand Dollars (\$5,000.00), payable to the People of the State of Illinois, conditioned upon well and truly performing the duties of such Commissioner and upon faithfully accounting for and paying the parties entitled theret any and all monies that may come into his hands by virtue of said office and to account to and turn over to his successor in office all records, papers, books, property, monies and effects that shall come into his hands by virtue of said office.

PASSED AND APPROVED BY THE MACOUPIN COUNTY BOARD this 14th day of December, 1982.

/s/ John Jubelt CHAIRMAN, MACOUPIN COUNTY BOARI

ATTEST:
/s/ John J. Saracco
County Clerk

STATE OF ILLINOIS

))SS

COUNTY OF MACOUPIN

I, JOHN J. SARACCO, the duly elected and acting as the County Clerk of Macoupin County, Illinois, and the keeper of the official records of said Macoupin County, including the journal of proceedings thereof, do hereby certify that the foregoing instrument consisting of one page is a true and correct copy of a Resolution No. 13, entitled, "ORDINANCE APPOINTING AT-LARGE MEMBER TO AUBURN, DIVERNON, GIRARD, PAWNEE, THAYER AND VIRDEN WATER COMMISSION," passed by the County Board of Macoupin County, Illinois, held at a meeting of said County on the 14th day of December, A.D., 1982, at 1:00 P. M. in the City of Carlinville, Illinois, at which time a quorum of incumbent members was present and acting in this matter.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the County of Macoupin, Illinois, this 14th day of December, A.D., 1982.

/s/ John J. Saracco
County Clerk of Macoupin
County, Illinois

(SEAL)

STATE OF ILLINOIS)
COUNTY OF MACOUPIN)

APPOINTMENT OF ROBERT HALL TO THE ADGPTV WATER COMMISSION

I, John Jubelt, Chairman of the Macoupin County Board, Carlinville, Illinois, pursuant to authority vested in me by Resolution No. 13, entitled, "ORDINANCE APPOINTING AT-LARGE MEMBER TO AUBURN, DIVERNON, GIRARD, PAWNEE, THAYER AND VIRDEN WATER COMMISSION," passed by the County Board of Macoupin County at its regular meeting held on the 14th Day of December, A.D., 1982 do hereby appoint ROBERT HALL of Girard, Illinois, to serve as a member representing the AT-LARGE DISTRICT of the Auburn, Divernon, Girard, Pawnee, Thayer and Virden Water Commission, a public corporation of Illinois for a six (6) year term commencing in January of 1983 and which expires December 31, 1988.

/s/ John Jubelt Chairman Macoupin County Board

STATE OF ILLINOIS
COUNTY OF MACOUPIN

OATH

I, ROBERT HALL, of the City of Girard, County of Macoupin, and State of Illinois, being first duly sworn on oath, depose and say that I will support the Constitution of the United States of America, and the Constitution of the State of Illinois, and the Statutes of the State of Illinois, and will perform the duties as Commissioner of the Auburn, Divernon, Girar Pawnee, Thayer and Virden Water Commission, a public organization of Illinois, to the best of my abilities.

/s/ Robert G. Hall

Subscribed and Sworn to before me this 5th day of January A.D. 1982

/s<u>/ Georgene Matuska</u> Notary Public

My Commission Expireseptember 15, 1985

Motion made by Scopel seconded by Tomso to accept Resolution. All in favor. Motion carried.

VOTED YES John M. Arkabauer Eldon O. Armour Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell James Bertagnolli

David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer George M. Caveny

Walter Long, Jr. Craig Arlan Mansholt Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne John P. Jubelt

Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller Donald L. Quarton

SEVENTH JUDICIAL COURT 1983 Holiday Schedule

IT IS ORDERED THAT:

(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 1983:

December 31 (1982)	New Year's Day	Friday
January 14	Martin Luther King Day	Friday
February 11	Lincoln's Birthday	Friday
February 21	Washington's Birthday	Monday
April 1	Good Friday	Friday
May 30	Memorial Day	Monday
July 4	Independence Day	Monday
September 5	Labor Day	Monday
October 10	Columbus Day	Monday
November 11	Veteran's Day	Friday
November 24 and November 25	Thanksgiving	Thursday and Friday
December 26	Christmas	Monday

(B) All matters returnable on said legal holidays and the time for filing motions and pleadings are extended to the next business day of the Court.

> CHIEF JUDGE (Acting) Seventh Judicial Circuit

DATED: November 15, 1982

Motion made by Weller, seconded by Snodgrass to accept schedule. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Fred Snodgrass, Sr. Raymond W. Spudich Theodore Tomso Oliver A. Weller

Motion made by Cerar, seconded by Snodgrass to accept Claims & Officers Report. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Raymond W. Spudich Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

CLAIMS ALLOWED BY THE MACOUPIN COUNTY BOARD DECEMBER 14, 1982

COUNTY CLERK: CRAWFORD, CAVENY

COUNTY BOARD COMPENSATION \$490.80; County Board Chairman's Secretary Salary \$1,004.00; County Board Convention, Meetings, Etc. \$5.00; County Board Supplies \$55.67

CIRCUIT COURT, CORONER, STATES ATTORNEY: CAVERY, SPUDICH Circuit Court: Judges Secretary Salary \$948.00; Circuit Court: Court Appointed Attorneys (Other than Public Defender) to Represent Juveniles, Defendants Etc. \$1,471.36; Circuit Court: Court Reporter Services & Fees \$87.45; Circuit Court: Furniture & Equipment (New & Repairs) \$194.42; Circuit Court Supplies \$173.98; Circuit Court: Petit Jurors Per Diem & Mileage \$11,754.60; Circuit Court: Petit Jurors Meals & Lodging \$52.45; Probation Officer Salary \$1,300.00; Assistant Probation Officer Salary \$1,115.00; Probation Officer's Secretary Salary

\$948.00; Probation Officer and Assistant Mileage & Expenses \$175.00; Probation Office Supplies Expenses & Printing \$815.21; Coroner's Salary \$1,166.66; Coroner Juror Fees \$480.00; Coroner Mileage & Expenses \$811.56; States Attorney Salary \$4,208.33; Assistant States Attorney Salaries \$3,184.00; States Attorney Secretary Salaries \$1,870.00; Appellate Assistant Service \$6,800.00.

COUNTY TREASURER: MITCHELL

County Officers Courthouse Tolls \$281.86; County Officers Operational Monies \$100,000.00; Printing: Notices of County Board Meetings & Printing \$287.45.

ELECTIONS: BERTAGNOLLI, MEFFORD

Elections: Canvass of Election \$60.00; Elections: Compensation of Judges \$17.455.40; Elections: Election Expense \$791.02; Elections: Electronic Supplies & Equipment Leasing \$4,251.34; Elections: Permanent Registration Postage \$400.00; Elections: Permanent Registration Supplies \$282.50; Elections: Programming for Elections & Expenses \$2,402.99; Elections: Publishing Notice of Election \$63.00; Elections: Printing Specimen Ballot & Ballot Sheets \$280.00; Elections: Publishing Notice of Polling Places \$147.00.

FINANCE: CERAR, CAVENY, MITCHELL, LONG

Board of Review Salaries \$900.00; Board of Review Mileage \$150.90; Contingent, Incidental, Miscellaneous \$1,894.25; Dept. of Community Health Care Services \$15,240.88; E.S.D.A. (Civil Defense) Director Mileage & Expenses \$100.00; E.S.D.A. (Civil Defense) Supplies & Repairs \$168.24; Insurance: Public Liability & Employees \$2,358.00; Public Defender Salary \$1,396.00; Assistant Public Defender Salary \$1,180.00; Public Defender & Assistant Expenses and Mileage \$800.00; Extra and Special Public Defender \$2,469.20; Soil Scientists Salaries \$3,000.00; Transportation Freight Charges - Distribution of Cheese \$148.56; WIC Program (Rent) \$100.00; WIC Program (Telephone) \$25.65.

LEGISLATION: SCOPEL, BERTAGNOLLI, LONG

Photostat Salary \$1,004.00; Photostat Supplies \$174.79; Supervisor of Assessments Salary \$1,541.66; Supervisor of Assessments Clerk's Salaries \$1,912.00; Supervisor of Assessments Mileage \$102.80; Supervisor of Assessments Convention, Meetings, Schools, Dues \$333.31; Supervisor of Assessments Supplies \$51.82.

PUBLIC HEALTH: CERAR, FARMER

Animal Control Warden's Salary \$1,050.00; Animal Control \$1,804.37.

REGIONAL SUPT. OF SCHOOLS.

Regional Supt. of Schools Steno Salary \$1,004.00; Regional Supt. of Schools Extra Help Salary \$228.41; Regional Supt. of Schools Mileage & Expense (Superintendent & Assistant) \$253.63; Regional Supt. of Schools Convention Expenses \$367.19; Regional Supt. of Schools Miscellaneou \$2.00; Regional Supt. of Schools Supplies & Postage \$1,100.26; Regional Supt. of Schools Utilities & Expenses on House \$174.00; Salary and Expenses (Truant Officer) \$200.00; Mileage Truant Officer \$86.40

SHERIFF & BUILDING & GROUNDS: TOMSO, SCOPEL, CERAR, MEFFORD

Courthouse Electric \$1,094.71; Courthouse Elevator (Supplies & Repairs) \$412.73; Courthouse Gas (Heat) \$1,334.96; Courthouse Repairs \$1,105.70; Courthouse Supplies \$1,614.44; Courthouse Water \$253.16; Jail Food, \$1,054.81; Jail Medical Expense of Inmates \$3,361.78; Jail Supplies \$294.80; Jail: Telephone Calls by Prisoners Per State Law \$91.66; Jail Utilities (Heat and Electric) \$467.50; Jail Water \$302.88.

ROAD & BRIDGE: BRUCE, TOMSO, CRAWFORD

County Highway \$50,923.61, Matching Fund \$4,100.00; Co. Twp. Bridge \$9,015.49; Township Bond \$6,698.77; Co. MFT \$76,242.06; Twp. M.F.T. \$29,460.90.

Jubelt stated that a director for the County Emergency Service will have to be appointed. He suggested that James Bertagnolli be appointed as Coordinator. Motion made by Farmer, seconded by Scopel to appoint Bertagnolli as Director. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

County Clerk John Saracco asked the Board what their preference would be in regard to their County Board checks, if they wanted them combined into one check or separate checks as they have been. They stated they would prefer one check.

Saracco asked if the Board would approve the possibility of bringing a tape recorder to the meetings. There were no objections.

Jim Bertagnolli asked the possibility of installing another phone for a Disaster Emergency number. Motion made by Farmer, seconded by Cerar to turn the matter over to the Emergency Service Committee. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Raymond W. Spudich Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

Jubelt stated he had brought holiday refreshments for everyone, and he wished all a Merry Christmas and Happy New Year.

Bruce received a letter from Senator Charles Percy regarding Congressional action on Revenue Sharing. Motion by Scopel, seconded by Tomso to ask States Attorney, Edmond Rees to draw up a Resolution to support the continuation of the Revenue Sharing Program.

VOTED YES John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

Motion by Bruce, seconded by Bertagnolli to allow mileage and per diem. All in favor. Motion carried.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

Motion made by Bruce, seconded by Bertagnolli to adjourn until the next adjourned meeting.

VOTED YES: John M. Arkabauer Eldon O. Armour James Bertagnolli Darrell R. Bivin George Bray Elmer C. Bruce Thomas P. Campbell

George M. Caveny David Cerar Margie Christopher Arlie Crawford Kenneth N. Dugan Joe Dunn, Jr. John J. Farmer

John P. Jubelt Walter Long, Jr. Craig Arlan Mansholt Fred Snodgrass, Sr. Keith Mefford Raymond W. Spudich Richard Mitchell Glenn Nichelson Marvin L. Payne

Donald L. Quarton Victor Scopel Raymond W. Spudich Theodore Tomso Oliver A. Weller

Meeting adjourned at 2:50 P. M.

SARACCO,

JUBELT, CHAIRMAN COUNTY BOARD