

The Adjourned Meeting of the Macoupin County Board was called to order on Tuesday, February 9, 1982 at 1:00 P.M. by Chairman Jubelt.

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

Roll call was taken, and sixteen members were present and ten absent.

PRESENT:

Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
John Conklin	John Jubelt	Henry Mills	Dewey VanWinkle

ABSENT:

John Arkabauer	Elmer Bruce	James Hallbauer	Carol Roman
James Bertagnolli	Philip Cherry	Michael Howald	Victor Scopel
		Keith Mefford	Theodore Tomso

Motion by Mateer, seconded by Cerar to accept last month's minutes. All in favor, motion carried.

VOTED YES:

Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
John Conklin	John Jubelt	Henry Mills	Dewey VanWinkle

ABSENT:

John Arkabauer	Elmer Bruce	James Hallbauer	Carol Roman
James Bertagnolli	Philip Cherry	Michael Howald	Victor Scopel
		Keith Mefford	Theodore Tomso

The COMMITTEE REPORTS were read as follows:

REPORT OF ROAD AND BRIDGE COMMITTEE FOR FEBRUARY 9, 1982 BOARD MEETING

The Brighton Township Bridge on Cedar Lane is on the State March 10, 1982, letting.

The Department is planning to advertise for two pick-up trucks.

The Committee approved contracts between Western Mound Township and Macoupin County and Macoupin County and Hanson Engineers for the design of a new bridge over Solomon Creek.

The Committee approved a County-State agreement for a new county bridge over Nassa Creek just east of Hettick. The bridge is estimated to cost about \$200,000 and was designed by the County Superintendent. Also approved was a resolution appropriating the County's share of the funds for this bridge.

The County approved an agreement between the County and City of Carlinville for the County to supervise construction on the Nicholas Street project.

The plans for right-of-way on the Girard project are now completed.

Motion by Farmer, seconded by Conklin to accept the Road and Bridge Committee Report and place on file. All in favor, motion carried.

VOTED YES:

Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
John Conklin	John Jubelt	Henry Mills	Dewey VanWinkle

ABSENT:

John Arkabauer	Elmer Bruce	James Hallbauer	Carol Roman
James Bertagnolli	Philip Cherry	Michael Howald	Victor Scopel
		Keith Mefford	Theodore Tomso

Motion by Mills, seconded by Farmer to seat Bertagnolli. All in favor, motion carried.

VOTED YES:

Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
John Conklin	John Jubelt	Henry Mills	Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

The Finance Committee Report was as follows:

FINANCE MEETING January 25, 1982

John Jubelt, Dave Cerar, James Hallbauer, Walter Long, G. Wallace Mateer, George Caveny, Agnes Frank, Ray Verneti, John Payden of the Soil Conservation, and Darrell Schwab, Chairman of the Soil Conservation.

Dave Cerar stated the purpose of the meeting was to review the findings in regard to percentage of dependents on insurance and to recognize the Soil Conservation needs.

Mr. John Payden addressed the committee in regard to needing additional funds to keep their part-time employee, Albert Dowland, as funds for his employment were cut off as of October 1, 1981.

Motion made by James Hallbauer seconded by George Caveny, that County Board commit itself to allocating \$3,500. from the Farm Account to Soil Conservation from now thru July. Roll call: all yes. Motion carried.

Agnes Frnak reported that there were roughly 75% dependent coverage for insurance.

Motion made by Walter Long seconded by James Hallbauer, that the County accept insurance with Washington National Insurance. Insurance is to be effective February 1, 1982. Roll call: all yes. Motion carried.

Meeting adjourned at 11:00 a.m.

Motion by Cerar, seconded by Long to accept the Finance Committee Report and place on file. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

John Payden informed the Board that State funds for a part-time employee, Albert Dowland, were cut in October. The District operates on a \$4,500. grant from the State and a \$1,000. allocation from the County Board. He added that Macoupin, although one of the largest counties in the State, received one of the lowest State grants. However, the State has assured the District that the allocation will receive a special study before the next budget is prepared. In the past, there has been no criteria to determine the State funding to Conservation Districts. Payden informed the Board that he had been assured that a criteria will be established before the next fiscal budget. Funding should be based on 50 percent of conservation work to be completed in the County and 50 percent of the work accomplished each year. The \$3,500. allocation will be used to supplement the District until the State funding is determined, and this will allow the District to maintain Albert Dowland as a part-time employee.

Motion by Cerar, seconded by Long to approve the allocation of \$3,500. from the County Farm Account to the Soil and Water Conservation District. Roll call was taken, motion carried unanimously.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Bill McAllister of the Macoupin County Extension Service addressed the Board regarding the operations of that service. A copy of a report outlining the various programs of the Macoupin County Extension Service was given each Board Member. McAllister asked that a letter be sent from the Board Chairman to the State Soil Conservation District requesting that the County be re-allocated. Chairman Jubelt agreed to do so. A copy of the Macoupin County Extension Service Report is on file in the office of the County Clerk filed with the "Committee Reports" for the month of February 1982.

The minutes of M & M Committee Meeting were as follows:

MINUTES OF M & M COMMITTEE MEETING FEBRUARY 8, 1982

Meeting was called to order at 11:00 a.m. at the Ariston in Litchfield by President John Jubelt.

Attending were Paul Hamrock, Walter Webb, Gary Mondhink, Vernon Green, John Jubelt, James Hallbauer, Arlie Crawford, Elmer Bruce and Tom Gazda.

Gazda reported that the State Engineers had checked drawings and construction of new plant in Jacksonville and were complimentary on the layout.

The State Engineers inspection of the Coffeen Generating Plant was cancelled because of bad weather.

It was agreed to advertize for an end loader of about 3 yards capacity on a total cost basis.

Montgomery County has received Federal approval to use pozzolanic on its next road project on the Walshville Road.

M & M Committee Meeting Minutes Continued.

Preliminary figures show a large savings when compared to hot mix asphalt.

Both counties are arranging for licensing to use nuclear testing at the Pozzolanic Plant and other purposes.

Harold Valerio from Macoupin County has been receiving instructions on testing procedures from State Engineers.

M & M is planning to advertize for bids on furnishing lime to the plant.

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

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

The COMMUNICATIONS were read as follows:

OFFICIAL BOND No. 95 01 918

AMOUNT \$1,000.00

KNOW ALL MEN BY THESE PRESENTS:

That Charles R. Heinz, as Principal (hereinafter called Principal), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, having its principal office in the City of Baltimore, Maryland, as Surety (hereinafter called Surety), are held and firmly bound unto the Macoupin County Clerk in the penalty of One Thousand and No/100 Dollars (\$1,000.00), to the payment whereof, well and truly to be made and done, the Principal binds himself, his heirs, executors, and administrators, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 8th day of January, A.D. nineteen hundred and Eighty-Two.

THE CONDITION OF THE AFOREGOING OBLIGATION IS SUCH, That WHEREAS, the Principal was elected or appointed Assistant Regional Superintendent.

NOW, THEREFORE, if the Principal shall, during the term ending January 16, 1986 beginning on the 16th day of January, 1982, well and faithfully perform all and singular the duties incumbent upon him by reason of his election or appointment as aforesaid, and honestly account for all moneys coming into his hands according to law, then this obligation shall be null and void, otherwise of full force and virtue.

This Bond is executed by the Surety upon the following express condition, which shall be conditions precedent to the right of recovery hereunder:

FIRST: That regardless of the number of years this Bond shall continue or be continued in force, or be renewed, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable hereunder for more in the aggregate than the above named penalty.

SECOND: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to Macoupin County Clerk and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part thereof for the time this Bond shall have been in force.

WITNESS: /s/ Charles R. Heinz (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Attest: /s E. S. Fischer Resident Agent By /s/ Gerald L. Greenwell Gerald L. Greenwell, Attorney-in-Fact

POWER OF ATTORNEY FIDELITY AND DEPOSIT COMPANY OF MARYLAND HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the Fidelity and Deposit Company of Maryland, a corporation of the State of Maryland, by C.M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistar Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

STATE OF MISSOURI)) CITY OF ST. LOUIS)) SS:

On this 8th day of January 1982, before me appeared Gerald L. Greenwell to me personally known, who being by me duly sworn, did say that he is Attorney-In-Fact of the Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Attorney-in-Fact acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and notarial seal, the day and year first above written.

My term expires November 23, 1983 /s/ Elizabeth Gremling
Elizabeth Gremling, Notary Public
State of Missouri, St. Louis County

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th Day of January, A.D. 1981.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

/s/ C. W. Robbins Assistant Secretary BY Vice President

STATE OF MARYLAND)ss:
City of Baltimore)

On this 12th day of January, A.D. 1981, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.

/s/ Paul J. Foster
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full true and correct copy is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact is provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1929.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 8th day of January, 1982.

/s/ Assistant Secretary

Motion by Sexton, seconded by Farmer to accept and to comply. All in favor, motion carried.

VOTED YES:

- James Bertagnolli John Conklin John Jubelt Henry Mills
Darrell Bivin Arlie Crawford Walter Long Richard Mitchell
George Caveny John Farmer Albert Love Russell Sexton
David Cerar John Garbolino G. Wallace Mateer Weldon Stetter
Dewey VanWinkle

ABSENT:

- John Arkabauer Philip Cherry Michael Howald Carol Roman
Elmer Bruce James Hallbauer Keith Mefford Victor Scopel
Theodore Tomso

Six dumping permits for the Brighton Landfill were received from I.E.P.A. as follows:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
2200 Churchill Road, Springfield, Illinois 62706

WASTE STREAM NOTIFICATION

In all future correspondence refer to 800523
800522
820112
810630

Section 1039 of the Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111 1/2, §1039) provides that:

"Immediately upon receipt of a request for a permit or supplemental permit for a refuse disposal facility the Agency shall notify the State Attorney and the Chairman of the County Board of the county in which the facility is located and each member of the General Assembly from the legislative district in which that facility is located and to the clerk of each municipality any portion of which is within 3 miles of the facility."

Pursuant to the above requirements, you are notified that an application for a permit to receive the waste stream described below has been made to the Agency by:

Brighton Landfill 1 & 2 applicant (disposal site's name)
Craig Lake Rd. address
Macoupin County, Township
Brighton, Ill. 62012 City, State, Zip Code

to receive Special Waste generically described as #1 Filter Cake Sludge, #2 Separator Sludge, #3 Coagulated Sludge with main constituents and produced in the process #1 Zinc Mfg., #2 Oil Separator, #3 Water Filter. If you have any comments, please submit them in writing with the above referenced number by FEBRUARY 12, 1982 to:

Residual Management Section
Division of Land/Noise Pollution Control
2200 Churchill Road
Springfield, IL. 62706

Motion by Mateer, seconded by Sexton to send a letter of opposition. All in favor, motion carried.

VOTED YES:

James Bertagnolli John Conklin John Jubelt Henry Mills
Darrell Bivin Arlie Crawford Walter Long Richard Mitchell
George Caveny John Farmer Albert Love Russell Sexton
David Cerar John Garbolino G. Wallace Mateer Weldon Stetter
Dewey VanWinkle

ABSENT:

John Arkabauer Philip Cherry Michael Howald Carol Roman
Elmer Bruce James Hallbauer Keith Mefford Victor Scopel
Theodore Tomso

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
2200 Churchill Road, Springfield, Illinois 62706

John P. Jubelt, County Board Chairman
Macoupin County Courthouse
Carlinville, Illinois 62626

Pursuant to the provisions of Section 1039 of the Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111 1/2, §1039) you are hereby notified that:

Mr. Gene Evans Applicant (Person or Company)
Brighton Landfill Address
1201 Dunn Road
St. Louis, MO. 53138 City & State

has applied to the Agency for a:

Supplemental Permit, Site: Landfill To: Modify Site Operation
At: Brighton Landfill #2 Site Name
R.R. 1 Street or Road
Brighton Near (Municipality)
Brighton, Macoupin County, City, County, State, Zip Code
Illinois 62012

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

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

Thomas E. Cavanagh, Jr., Manager
Residual Management Section
Division of Land/Noise Pollution Control

Motion by Mateer, seconded by Sexton to send a letter of opposition. All in favor, motion carried.

Section 4. This resolution shall become effective on the 1st day of the month following its date of passage.

This Resolution passed by the County Board of Macoupin County this 9th day of February A.D., 1982.

ATTEST:

APPROVED:

/s/ Raymond J. Verneti
County Clerk

/s/ John Jubelt
Chairman, County Board

Motion by Sexton, seconded by Bertagnolli to accept and to comply. Same roll call, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

A County-State Agreement to build a County bridge over Nassa Creek at Hettick in the amount of approximately \$200,000. was presented. Along with this Agreement, a Resolution to finance the County's share of \$70,000. was read. Motion by Bivin, seconded by Garbolino to accept and to comply. Same roll call, motion carried.

Approved and Recommended by the Road and Bridge Committee: /s/ Elmer Bruce, Ted Tomso, Henry Mills, John Conklin, Arlie Crawford.

STATE OF ILLINOIS DEPT. OF TRANSPORTATION
LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION

Section 79-00049-00-BR
Fund Type BRRP
County Macoupin
State Contract

This agreement is made and entered into between the above local agency (LA) and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below, under PROJECT DESCRIPTION. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

PROJECT DESCRIPTION

Names: Bridge over Nassa Creek Route C.H. 18 Lengh .199 Miles
Termini Bridge is located near N. 1/4 Corner of Sec. 6, T. 10 N., R. 8 W., of 3rd P.M. Appro: 1/4 mile. New Approaches included with Bridge.

Description of Work New Bridge and Approaches over Nassa Creed

(Due to the complication of the above form, the remainder of this form is not typed on this page). A copy of this Form is on file in the County Clerk's Office along with the Resolution that were approved and passed for this month of February 1982.

Motion by Bivin, seconded by Garbolino to accept and to comply. Same roll call, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Approved and Recommended by the Road and Bridge Committee: /s/ Elmer Bruce, Ted Tomso, Henry Mills, John Conklin, Arlie Crawford.

STATE OF ILLINOIS

RESOLUTION FOR IMPROVEMENT BY COUNTY
UNDER THE ILLINOIS HIGHWAY CODE

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

County Highway 18, beginning at a point near the N.W. Corner of the N.E. 1/4 of Sec. 6, T. 10 N., R. 8 W., of 3rd P.M. and extending along said route in an Easterly direction, a distance of approximately .199 mil; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be A new bridge with new

roadway approaches and shall be designated as Section 79-00049-00-BR - 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 Thirty Five Thousand and No/100 dollars, (\$35,000.00) from the County's Matching Funds/ and \$35,000.00 from Co.-Twp. Bridge Funds for the construction of this improvement; 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, Raymond J. Verneti, 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 February 9, 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, said 9th day of February A.D. 1982.

/s/ Raymond J. Verneti County Clerk (SEAL)

Motion by Bivin, seconded by Garbolino to accept and to comply. Same roll call, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mithcell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

An Engineering Agreement and Resolution between the County and Western Mound Township for a bridge to be built over Solomon Creek. The County's share of this Engineering cost is \$3,500. An Agreement for Preliminary Engineering Services between Hanson Engineers, Inc. and the County was presented along with that Agreement. Motion by Mateer, seconded by Garbolino to accept and to comply. Same roll call, motion carried.

Approved and Recommended by the Road and Bridge Committee on February 5, 1982

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

AGREEMENT AND RESOLUTION (ENGINEERING)

This agreement and resolution entered into this 9th day of February, 1982, by and between the County of Macoupin, State of Illinois, acting through its County Board hereinafter called the COUNTY and Western Mound Road District, Macoupin County, Illinois hereinafter called the ROAD DISTRICT, acting through its Highway Commissioner,

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

Replace Existing Bridge No. 059-3117
Western Mound Road District
Section 82-26114-00-BR
Over Solomon Creek
Located N.E. Corner, Section 10, T. 11 N., R. 9 W., of 3rd P.M.

WHEREAS, the TBP funds may be used to pay 80% of Design Engineering, Roght-of-Way, Construction and Construction Engineering of this ROAD DISTRICT project and said total construction cost is estimated at 175,000 and said total right-of-way cost is estimated at 6,000,

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

1. That the County shall enter into an "Agreement for Preliminary Engineering Service" (Design Engineering) with Hanson Engineers Inc., 1525 South Sixth Street, Springfield, Illinois 62703. for this project and that actual cost funds shall be obligated as of the date of the agreement and shall be shared as follows:

80% State TBP-FY81 Funds
10% County Bridge Funds
10% Road District Funds

These total engineering costs are estimated at \$30,000.

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

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

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

5. That the COUNTY does hereby resolve that there is hereby appropriated \$3,500. from the "COUNTY BRIDGE FUND" or as much as necessary thereof to pay its share of the preliminary engineering costs and the construction engineering costs, and 28,000 from the TBP funds to pay for 80% of the preliminary engineering costs and 80% of the construction engineering costs.

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

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

WESTERN MOUND ROAD DISTRICT

COUNTY OF MACOUPIN

/s/ Lee Clark

/s/ John Jubelt

Road Commissioner

Chairman, County Board

/s/ John P. Bader
Supervisor

ATTEST
/s/ Raymond J. Verneti
County Clerk

Motion by Mateer, seconded by Garbolino, to accept and to comply. Same roll call, motion carried.

VOTED YES:

James Bertagnolli
Darrell Bivin
George Caveny
David Cerar

John Conklin
Arlie Crawford
John Farmer
John Garbolino

John Jubelt
Walter Long
Albert Love
G. Wallace Mateer

Henry Mills
Richard Mitchell
Russell Sexton
Weldon Stetter
Dewey VanWinkle

ABSENT:

John Arkabauer
Elmer Bruce

Philip Cherry
James Hallbauer

Michael Howald
Keith Mefford

Carol Roman
Victor Scopel
Theodore Tomso

Approved and Recommended by the Road and Bridge Committee on February 5, 1982
/s/ Elmer Bruce, Ted Tomso, Henry Mills, John Conklin, Arlie Crawford.

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 9th day of February 1982 by and between Hanson Engineers Inc. whose address is 1525 South 6th Street, Springfield, IL. 62703 hereinafter called the "Engineer", and the Public Agency of Macoupin County, State of Illinois, hereinafter called the "Public Agency" covers certain professional engineering services in connection with the proposed improvement designated as Section 82-26114-00-BR (Bridge #059-3117), which improvement will be financed entirely or in part with Motor Fuel Tax Funds allotted to the Public Agency by the State of Illinois and constructed under the general supervision of the State's Department of Transportation, hereinafter called the "Department".

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

THE ENGINEER AGREES,

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

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

THE PUBLIC AGENCY AGREES,

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

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

Awarded Cost	Percentage Fees
Under \$50,000	10.0 (see note)
First \$50,000	10.0%
Next \$50,000	7.75%
Next \$110,000	6.5%
Next \$200,000	5.6%
Next \$200,000	5.2%
Next \$450,000	5.1%
Next \$1,000,000	4.5%
Next \$2,000,000	4.1%
Next \$6,000,000	3.9%

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

- (x) c. In the event Standard Plans can be used for the bridge, payment for services stipulated in paragraphs 1a, 1d, 1f, 2, 3, 5, and 6 shall be made in accordance with paragraph 2 below, with the maximum fee not to exceed the amount based on paragraph 1b above.
2. To pay for the services stipulated in paragraphs 1b, 1c, 1e and any environmental documents needed in addition to a categorical exclusion at the actual cost of performing such work plus 115 percent to cover profit, overhead, and readiness to serve--"actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the Engineer at his actual cost. Subject to the approval of the Public Agency, the Engineer may sublet all or part of the services provided under the paragraphs cited above. If the Engineer sublets all or part of this work, the Public Agency will pay the cost to the Engineer plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.
3. That payments due the Engineer for services rendered in accordance with this agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost--being the work required by paragraphs 1a through 1d under THE ENGINEER AGREES--to the satisfaction of the Public Agency and their approval by the Department, 90 percent of the total fee due under this agreement based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the Public Agency and its approval by the Department, 100 percent of the total fee due under this agreement based on the awarded contract cost, less any amounts paid under "a" above.

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

4. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d and 1e, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for his actual costs plus 115 per cent incurred up to the time he is notified in writing of such abandonment - "Actual Cost" being defined as in paragraph 2 above.
5. That, should the Public Agency require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the Department, the Public Agency will pay the Engineer for such changes on the basis of actual cost plus 115 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED,

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

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

Executed by the Public Agency: County of Macoupin
 ATTEST: State of Illinois, acting by and through
 By /s/ Raymond J. Verneti its County Board
 County Clerk By /s/ John Jubelt
 Title: County Board Chairman

(SEAL)

Executed by the Engineers: Hanson Engineers Inc. ()
 1525 South 6th Street (1)
 Springfield, IL. 62703 ()

ATTEST:
 By /s/ Donald D. Oglesby Title: Donald D. Oglesby Secretary
 By /s/ Eugene R. Wilkinson Title: Eugene R. Wilkinson Executive Vice-President

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 July 1, 1976, during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations ofr Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.

Motion by Mateer, seconded by Garbolino to accept and to comply. Same roll call, motion carried.

VOTED YES:

James Bertagnolli
Darrell Bivin
George Caveny
David Cerar

John Conklin
Arlie Crawford
John Farmer
John Garbolino

John Jubelt
Walter Long
Albert Love
G. Wallace Mateer

Henry Mills
Richard Mitchell
Russell Sexton
Weldon Stetter
Dewey VanWinkle

ABSENT:

John Arkabauer
Elmer Bruce

Philip Cherry
James Hallbauer

Michael Howald
Keith Mefford

Carol Roman
Victor Scopel
Theodore Tomso

Approved and Recommended by the Road and Bridge Committee on February 5, 1982
/s/ Elmer Bruce, Ted Tomso, Henry Mills, John Conklin, Arlie Crawford

RESIDENT ENGINEERING AGREEMENT

This agreement made by and between the City of Carlinville, Illinois (hereinafter referred to as City) and Macoupin County, Illinois (hereinafter referred to as Engineer) on this 9th day of February, 1982.

WHEREAS, the City has become involved with a project for the construction of Section 77-00022-00-FP, Nicholas Street Improvement (hereinafter called project) within its City limits.

WHEREAS, the City wishes to hire Engineer to serve as its resident engineer for the project and is willing to make payments to Engineer in the manner set forth below for such service.

WHEREAS, Engineer is willing to perform such service in consideration of the payments as set forth below:

1. Engineer shall perform the following:
 - A. Review all pertinent plans, surveys, maps, specifications, schedules and other related matters concerning the project before the commencement of construction on same.
 - B. Attend the preconstruction conference and all other conferences and meetings concerning the project.
 - C. Assist the City in obtaining details and information concerning the project upon request.
 - D. Serve as the City's liason with the Contractor on the project and assist the Contractor and City in understanding the intent of all Contract documents concerning the project.
 - E. Conduct of continuous on-site observations of the Work in progress to assist City in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract documents.
 - F. Report to City whenever it believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the

requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment, and advise City when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

G. Comply with the "Nondiscrimination - U.S. Civil Rights Act of 1964", in accordance with Illinois Department of Transportation printed rules and abide by all laws, rules and ordinances.

H. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to City.

I. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to City.

J. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, progress reports, and other Project related documents.

K. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

L. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

M. Furnish City periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule.

N. Report immediately to City upon the occurrence of any accident.

O. Submit applications for payment for Contractor in compliance with the established procedure for their submission and forward them with recommendations to Illinois Department of Transportation noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

P. Before City issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

Q. Conduct final inspection in the company of City, State Engineers and Federal Engineer and Contractor and prepare a final list of items to be completed or corrected.

R. Verify that all items on final list have been completed or corrected and make recommendations to City and Illinois Department of Transportation concerning acceptance.

S. Except upon instructions of City and Illinois Department of Transportation, Engineer

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the Work.

T. Prepare and submit for the City in the required number, all construction reports, estimates and records required by the Division of Highways.

2. It is understood that all reports, plans, plats and drafts to be prepared by the Engineer shall be in accordance with the current specifications and policies of the Division of Highways. It is further understood that all such reports, plans, plats and drafts shall be subject to approval by said Division of Highways.

3. The Engineer shall endeavor to guard the City against defects and deficiencies of the Contractor but the Engineer does not guarantee the performance of the Contractor.

4. The City shall assist the Engineer by placing at this disposal all available information pertinent to the Project.

5. The City agrees to pay the Engineer for the above services, the actual salary of the personnel assigned to this project plus 68.15% to cover overhead, readiness to serve, insurance, social security and retirement deductions. Cost of vehicles and equipment shall be reimbursed at Illinois Department of Transportation approved rate schedule. For estimates of the hourly charges for such services, see Exhibits A and B which are attached hereto and made a part hereof.

6. The City further agrees to pay the Engineer as soon as practical after receipt of such invoice except that not more than 80% of the amount due shall be paid until the Work is completed and all final reports have been made and accepted by the City and Division of Highways.

MACOUPIN COUNTY, ILLINOIS

BY: /s/ John Jubelt

John Jubelt, Chairman

ATTEST: /s/ Raymond J. Verneti
County Clerk

SALARY RATESANNUAL SALARIES

Dwight Brown	\$17,400
Harold Valerio	15,924
Highway Workers	15,324

DAYS OFF

15 Working Days Vacation
 12 - 17 Working Days Sick Leave
 13 Working Days Holidays

40 WORKING DAYS OFF

WORKING DAYS/YEAR

365 minus 52 x 2 minus 40 = 221 WORKING DAYS/YEAR

STRAIGHT HOURLY RATES

Brown	$\frac{17,400}{221 \times 8}$	=	\$9.84
-------	-------------------------------	---	--------

Valerio	$\frac{15,924}{221 \times 8}$	=	\$9.00
---------	-------------------------------	---	--------

Highway Worker	$\frac{15,324}{221 \times 8}$	=	\$8.67
----------------	-------------------------------	---	--------

HOURLY RATES & OVERHEAD

Brown	\$9.84 x 1.6815	=	\$16.55
-------	-----------------	---	---------

Valerio	\$9.00 x 1.6815	=	\$15.13
---------	-----------------	---	---------

Highway Worker	\$8.67 x 1.6815	=	\$14.58
----------------	-----------------	---	---------

TRUCK RENTAL RATE --- \$3.14/hr. (STATE SCHEDULE)

SURVEYING INSTRUMENTS & EQUIPMENT --- \$2.00/hr.

PAYROLL BURDEN & FRINGE COSTS

% OF DIRECT PRODUCTIVE PAYROLL

FEDERAL INSURANCE CONTRIBUTIONS ACT	06.70
-------------------------------------	-------

UNEMPLOYMENT COMPENSATION	01.00
---------------------------	-------

WORKMEN'S COMPENSATION INSURANCE	04.30
----------------------------------	-------

RETIREMENT	04.50
------------	-------

GROUP INSURANCE (MEDICAL)	<u>03.70</u>
---------------------------	--------------

20.20

OVERHEAD & INDIRECT COSTS

INSURANCE, INCLUDING LIABILITY, ACCIDENT	06.50
--	-------

ADMINISTRATIVE, STAFF TIME, TRAINING & EDUCATION, OFFICE ACCOUNTING, CLERICAL & SECRETARIAL	33.00
---	-------

OFFICE SUPPLIES	00.67
-----------------	-------

TELEPHONE & POSTAGE	00.78
---------------------	-------

UTILITIES & MAINTENANCE	06.00
-------------------------	-------

MISCELLANEOUS EXPENSE	<u>01.00</u>
-----------------------	--------------

47.95

TOTAL (20.20 plus 47.95)	68.15
--------------------------	-------

Motion by Bivin, seconded by Bertagnolli, to accept the Agreement between the City of Carlinville and Macoupin County for the County to do the Resident Engineering on Nicholas Street. Same roll call, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

A County Ordinance relating to Emergency Services and Disaster Agencies was then discussed by the Board Members. Chairman Jubelt referred the matter to the Civil Defense Committee giving them the power to act. The Ordinance read as follows:

A COUNTY ORDINANCE
RELATING TO EMERGENCY SERVICES
AND DISASTER AGENCIES

APPROVED AND ADOPTED at a regular meeting of the County Board of Macoupin County and the State of Illinois, this _____ day of _____, 1982.

/s/ John Jubelt
CHAIRMAN

ATTEST:

/s/ Raymond J. Verneti
CLERK OF THE BOARD

COUNTY ORDINANCE
RELATING TO EMERGENCY SERVICES AND
DISASTER AGENCIES (ESDA)

BE IT ORDAINED by the County Board of the County of Macoupin that:

- Section 1. (Establishment) there is hereby created the Macoupin County Emergency Services and Disaster Agency to prevent, minimize, repair, and alleviate injury or damage caused by enemy attack, sabotage, or other hostile action, or from natural or man-made disaster, in accordance with the "Illinois Emergency Services and Disaster Act of 1975".
- Section 2. (Composition) This Emergency Services and Disaster Agency shall consist of the coordinator and such additional members as may be selected by the coordinator.
- Section 3. (Functions) The Emergency Services and Disaster Agency shall perform such Emergency Services and Disaster Agency functions within the County as shall be prescribed in and by the state Emergency Services and Disaster Agency plan and program prepared by the Governor, and such orders, rules and regulations as may be promulgated by the Governor, and in addition shall perform such duties outside the corporate limits as may be required pursuant to any Mutual Aid agreement with any other political subdivision, municipality or quasi-municipality entered into as provided by the "Illinois Emergency Services and Disaster Agency Act of 1975".
- Section 4. (Coordinator) The coordinator of the Macoupin County Emergency Services and Disaster Agency shall be appointed by the Chairman of the County Board with confirmation with the County Board. The Coordinator shall be versed and qualified by reason of experience or other proper training, and shall participate in such other training programs that may be necessary. His term of office shall be determined at the discretion of the County Board and until his successor is appointed, confirmed and qualified. He shall receive a salary to be determined at the discretion of the County Board and such expenses that are compatible with his duties and approved by the Board.

The Coordinator of the Macoupin County Emergency Services and Disaster Agency may be removed from office by the Board for incompetence, neglect of duty or malfeasance in office. In any proceeding to remove the Coordinator from office, a petition shall be filed with the County Board, naming such officer as defendant and setting forth the particular facts upon which the request for removal is based.

The Board shall set the matter for hearing not earlier than five (5) days after service upon the defendant, which service shall be in accord with that as in suits in chancery. The Board shall thereupon proceed to a determination of the charges against the defendant and shall enter an order, either dismissing the charges or removing him from office.

- Section 5. (Oath) Every person appointed to serve in any capacity in the Macoupin County Emergency Service and Disaster Agency organization shall, before entering upon his duties, subscribe the following oath, which shall be filed with the coordinator

"I, James Bertagnolli, do solemnly swear that I will support and defend and bear true faith and allegiance to the Constitution of the United States and

and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or) affirm that I do not advocate, nor am I, nor have I ever been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am affiliated with the Macoupin County Emergency Service and Disaster Agency organization, I will not advocate nor become a member of any political party or organization that advocated the overthrow of the government of the United States or of this State by force or violence.

Section 6. (Office) The County Chairman of the County of Macoupin is authorized to designate space in a County building, or elsewhere, as may be provided for by the Board.

Section 7. (Responsibility of Coordinator) The Coordinator shall have direct responsibility for the organization, administration, training, and operation of the Emergency Service and Disaster Agency, subject to the direction and control of the Chairman.

In the event of the absence, resignation, death or inability to serve as the coordinator, the Chairman or any person designated by him, shall be and act as coordinator until a new appointment is made as provided in this ordinance.

Section 8. (Chain of Command) It shall be the responsibility of the coordinator to establish a working chain of command within the Emergency Service and Disaster Agency organization to insure efficiency during times of disaster. Further, the coordinator will distribute this chain of command to all appropriate officials and department heads.

Section 9. (Emergency Preparedness Plan) The coordinator has the responsibility of establishing an Emergency Preparedness Plan. The Emergency Preparedness Plan shall outline the responsibilities of various departments of the County and their assignments to Emergency Service and Disaster Agency; and this plan shall provide for all types of disaster that may occur in Macoupin County, to include but not limited to enemy attack, natural disaster such as tornadoes, floods, train wrecks, explosions and major fires.

Each County department head and office holder has the responsibility to cooperate in formulating a plan covering his responsibilities when an emergency occurs in any type of disaster, further, he should supply the coordinator with a complete resource list of all equipment and personnel that may be available during an emergency.

The plan will be renewed annually by the coordinator and the respective office holders and department heads.

Section 10. (Emergency Action) If the Governor proclaims that a disaster emergency exists in the event of actual enemy attack upon the United States or the occurrence within the State of Illinois of a major disaster resulting from enemy sabotage or other hostile action, or from man-made or natural disaster, it shall be the duty of the county Emergency Service and Disaster Agency to cooperate fully with the state Emergency Service and Disaster Agency and with the Governor in the exercise of emergency powers as provided by law.

A local disaster emergency may be declared by the County Board Chairman. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the Board. Any order a proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

The effect of a declaration of a local disaster emerging is to activate the response and recovery aspects of any and all applicable local or interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance thereunder.

Section 12. (Service as Mobile Support Team) All or any members of the County organization may be designated as members of a Mobile Support Team created by the director of the State Emergency Service and Disaster Agency as provided by law.

The leader of such Mobile Support Team shall be designated by the Coordinator of the County Emergency Service and Disaster Agency organization.

Any member of a Mobile Support Team who is a county employee or officer while serving on call to duty by the Governor, or the State Director, shall receive the compensation and have the powers, duties, rights, and immunities incident to such employment or office. Any such member who is not a paid officer or employee of the county, while so serving, shall receive from the state reasonable compensation as provided by law.

Section 13. (Mutual Aid Agreements) The coordinator may enter into agreements with other public agencies within his immediate vicinity and other municipal corporations or bodies politic within this State for reciprocal disaster assistance in case of disaster too great to be dealt with unassisted. Such agreements are effective only after the consent of the Board and after properly filed with and approved in writing by the State Director.

Section 14. (Purchases and Expenditures) The County Board may, on recommendation of the county coordinator of the Emergency Service and Disaster Agency, authorize any purchase or contracts necessary to place the county in a position to combat affectively any disaster resulting from the explosion of any nuclear or other bomb or missile, and to protect the public health and safety, protect property, and provide emergency assistance to victims in the case of such disaster, or from man-

made or natural disaster.

In the event of enemy caused or other disaster, the county coordinator of the Emergency Service and Disaster Agency is authorized, on behalf of the county, to procure such services, supplies, equipment or material as may be necessary for such purposes, in view of the exigency without regard to the statutory procedures or formalities normally prescribed by law pertaining to county contracts or obligations, as authorized by "The State Emergency Service and Disaster Agency Act of 1975", provided that if the County Board meets at such time he shall act subject to the directions and restrictions imposed by that body.

Section 15. (Reimbursement by State) The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the state to the county for expenses incident to training members of the Emergency Service and Disaster Agency prescribed by the State Director of the Emergency Service and Disaster Agency, compensation for services and expenses of members of a Mobile Support Team while serving outside the county in response to a call by the Governor or State Director of the Emergency Service and Disaster Agency, as provided by Law, and any other reimbursement made by the state incident to Emergency Service and Disaster Agency activities as provided by law.

Section 16. (Appropriation or Levy of Taxes) The County Board may make an appropriation for Emergency Service and Disaster Agency purposes in the manner provided by law, and may levy in addition for Emergency Service and Disaster Agency purposes only, a tax not to exceed five (5) cents per one hundred (100) dollars of the assessed value of all taxable property in addition to all other taxes, as provided by the "State Emergency Service and Disaster Agency Act of 1975" however, that amount collectable under such levy shall in no event exceed 25 cents per capita.

(Public Shelter Managers) In case of national emergency, public shelter managers duly appointed by the Emergency Service and Disaster Agency Coordinator, shall open public shelters, take charge of all stocks of food, water and other supplies stored in the shelter, admit the public according to the county's shelter use plan and take whatever control measures are necessary for the protection and safety of the occupants.

In case of local disaster the shelter manager shall open public shelters for the safety and protection of the community.

Section 17. (Public Shelter Managers) In case of national emergency, public shelter managers duly appointed by the Emergency Service and Disaster Agency Coordinator, shall open public shelters, take charge of all stocks of food, water and other supplies stored in the shelter, admit the public according to the county's shelter use plan and take whatever control measures are necessary for the protection and safety of the occupants.

Section 18. (Penalty) Shelter managers are authorized to use reasonable restraint against those who refuse to cooperate with the routine of shelter living under emergency conditions. Refusal to carry out the orders of the shelter manager and his appointed staff shall be deemed a misdemeanor punishable by a fine of not more than five hundred (\$500.00) dollars, or a jail sentence of not more than one (1) year, or by both such fine and imprisonment.

Section 19. This ordinance shall be in force from and after its passage and approved, as provided by law.

Motion by Long, seconded by Farmer to concur with the Chairman's referral. Chairman Jubelt had referred the County Ordinance relating to Emergency Services and Disaster Agencies to the Civil Defense Committee giving them the power to act. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Motion by Bertagnolli, seconded by Mills to accept and approve the Claims and Officers Report. All in favor, motion carried.

CLAIMS ALLOWED BY THE MACOUPIN COUNTY BOARD
FEBRUARY 9, 1982

COUNTY CLERK: ROMAN, SEXTON, CRAWFORD - County Board Compensation \$1,458.00, County Board Chairman's Secretary Salary \$898.00, County Board Supplies \$120.24. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

CIRCUIT COURT, CORONER, STATES ATTORNEY: CAVENY, VANWINKLE, ROMAN, CHERRY - Circuit Court Judges Secretary Salary \$898.00, Circuit Court: Court Reporter Services & Fees \$153.40, Circuit Court: Court Appointed Attorneys (Other Than Public Defender) To Represent Juveniles, Defendants, Etc. \$265.41, Circuit Court: Reimbursement to State Treasury for County's Assessment for Its Share of Payment for Circuit and Associate Judges Salaries, 7th Judicial Circuit \$1,402.02. Circuit Court: Reinstatement of Bond Forfeiture \$35.00, Circuit Court Supplies \$448.30, Probation Officer Salary \$1,200.00, Assistant Probation Officer Salary \$1,065.00, Probation Officer's Secretary Salary \$898.00, Probation Officers' Mileage & Expenses \$175.00, Probation Office Supplies, Expenses, Etc. \$536.60, Probation Officers Training Program & Dues \$35.00, Coroner's Salary \$1,166.75, Coroner's Advanced Jurors Fees \$120.00, Coroner's Mileage & Expenses \$332.33, States Attorney Salary \$4,208.33, Assistant States Attorney Salaries \$2,984.00, States Attorney Secretary Salaries \$1,852.00. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

COUNTY TREASURER: MITCHELL, VANWINKLE, STETTER - County Officers Operational Monies \$99,000.00, County Officers Courthouse Tolls \$139.76, Printing: Notices of County Board Meetings & Printing \$13.80. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

ELECTIONS: SEXTON, BERTAGNOLLI, MEFFORD - Elections: Absentee Postage \$400.00, Elections: Absentee Supplies \$972.54, Elections: Election Expense \$566.75, Elections: Permanent Registration Postage \$602.00, Elections: Precinct Supplies \$7,000.00, Elections: Programming for Consolidation of Elections & Expenses \$233.65, Elections: Purchase of Printing Ballot Cards & Envelopes \$7,425.25, Elections: Supplies for Judges of Election School \$1,183.03. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

FINANCE: CERAR, CAVENY, HALLBAUER, MITHCELL, LONG, MATEER - Board of Review Salary \$270.00, Civil Defense Director Mileage & Expenses \$100.00, Civil Defense: Convention, Meetings, Dues, Etc. \$188.06, Civil Defense Supplies & Repairs \$80.00, Contingent, Incidental, Miscellaneous Etc. \$6,450.10, Insurance: Courthouse \$211.00, Public Defender Salary \$1,296.00, Assistant Public Defender Salary \$1,080.00, Extra and Special Public Defender \$277.08, Public Defender & Assistant Mileage & Expenses \$909.79, Court Appointed Investigators & Experts for Indigent Defendants \$90.00, Revenue Stamp Act: Plat Map Equipment & Expenses \$8,679.76, Soil Scientists Salary \$2,699.41. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

LEGISLATION: SCOPEL, BERTAGNOLLI, STETTER, LONG - Photostat Salary \$954.00, Photostat Equipment \$323.00, Photostat Supplies \$1,260.87, Supervisor of Assessments Salary \$1,458.33, Supervisor of Assessments Clerk's Salary \$954.00, Supervisor of Assessments Extra Help Salary \$553.50, Supervisor of Assessments Conventions, Meetings, Schools, Dues \$94.95, Supervisor of Assessments Office Expenses \$110.75, Supervisor of Assessments Postage \$200.00, Supervisor of Assessments Supplies \$202.09. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell

VOTED YES:

George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

PUBLIC HEALTH: MILLS, CERAR, FARMER, HOWALD, CONKLIN - Aid to Dependent Children \$1,490.48, Animal Control Warden's Salary \$1,000.00, Animal Control \$1,675.95. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

REGIONAL SUPT. OF SCHOOLS: GARBOLINO, VANWINKLE, CONKLIN - Regional Supt. of Schools Steno Salary \$954.00, Regional Supt. of Schools Extra Help Salary \$369.00, Regional Supt. of Schools & Assistant Mileage \$61.35, Regional Supt. of Schools Miscellaneous \$372.00, Regional Supt. of Schools Office Rent \$300.00, Regional Supt. of Schools Supplies & Postage \$2,169.82, Truant Officer Salary & Expenses \$225.00, Truant Officer Mileage \$55.00. Motion by Bertagnolli, seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

SHERIFF & BUILDING & GROUNDS: TOMSO, SCOPEL, CERAR, CAROLING, MEFFORD, HOWALD - Courthouse Electric \$1,186.41, Courthouse Elevator: Supplies & Repairs \$412.73, Courthouse Heat \$2,788.96, Courthouse Repairs \$1,139.72, Courthouse Supplies \$1,821.84, Jail Heat (Gas) \$465.78, Jail Food \$1,276.91, Jail Medical Expense of Inmates \$2,415.53, Jail Supplies \$664.70, Jail Supplies Telephone Calls by Prisoners Per State Law \$96.96. Motion by Bertagnolli seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

ROAD AND BRIDGE: BRUCE, TOMSO, MILLS, CRAWFORD, CONKLIN - County Highway \$39,546.84, Township Bond \$2,534.60, County Township Bridge \$11,660.65, County M.F.T. \$3,144.66, Matching Fund \$5,880.40. Motion by Bertagnolli seconded by Mills to accept and approve. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Chairman Jubelt appointed Russell Masinelli, Regional Supt. of Schools, as Chairman of the Mental Deficiency Board. Motion by Sexton, seconded by Mateer to concur with that appointment. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Mr. Crawford, of the County Clerk's Committee, informed the Board that the Community Hospital in Springfield had offered to purchase the computer in the County Clerk's Office. The County no longer uses the computer, and the hospital offered \$3,000. Motion by Love, seconded by VanWinkle to sell the computer to that hospital for the price offered. Russell Masinelli, Regional Supt. of Schools, then asked that before the computer be sold, he be allowed to examine it to determine whether or not it could be used by that office. A discussion was then held regarding this matter. Long withdrew his motion to sell the computer to the hospital, and VanWinkle withdrew the second that he had made. The Board decided that it would be wise to allow Masinelli to check the computer before selling to the hospital. Chairman Jubelt referred this matter to the County Clerk's Committee, giving them the power to act, depending on the decision of whether or not the computer could be of use to the Regional Supt. of School's Office. Motion by Long, seconded by VanWinkle to concur with the Chairman's referral. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Motion by Mills, seconded by Sexton to allow mileage and per diem. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Motion by Sexton, seconded by Mitchell to adjourn until the next Adjourned Meeting. All in favor, motion carried.

VOTED YES:

James Bertagnolli	John Conklin	John Jubelt	Henry Mills
Darrell Bivin	Arlie Crawford	Walter Long	Richard Mitchell
George Caveny	John Farmer	Albert Love	Russell Sexton
David Cerar	John Garbolino	G. Wallace Mateer	Weldon Stetter
			Dewey VanWinkle

ABSENT:

John Arkabauer	Philip Cherry	Michael Howald	Carol Roman
Elmer Bruce	James Hallbauer	Keith Mefford	Victor Scopel
			Theodore Tomso

Meeting adjourned at 1:50 p.m.

Raymond J. Verneti
RAYMOND J. VERNETTI, COUNTY CLERK

John P. Jubelt
JOHN P. JUBELT, CHAIRMAN