

The Regular Meeting of the Macoupin County Board was called to order on Monday, June 13, 1988 at 1:00 P. M. by Chairman George Caveny. The meeting opened with the Pledge of Allegiance to the Flag. There were twenty-seven members present. None absent.

PRESENT

- | | | | |
|--------------------|--------------------|-------------------|--------------------|
| John M. Arkabauer | David Cerar | Richard Mitchell | Fred J. Snodgrass |
| Eldon O. Armour | Margie Christopher | Gwen Molinar | Raymond W. Spudich |
| Darrell L. Bellm | Don B. Denby, Jr. | Glenn Nichelson | David Thomas |
| Gerald Beyer | Kenneth N. Dugan | Marvin L. Payne | Ted Tomso |
| Elmer C. Bruce | Joseph C. Frank | Ruth Ann Pomatto | Paul W. Watson |
| Thomas P. Campbell | Fred Guess | Donald L. Quarton | Oliver A. Weller |
| George M. Caveny | Keith Mefford | Victor Scopel | |

Chairman Caveny dispensed with the regular order of business. He stated he had received a letter of resignation from Ed Rees effective May 31 and with the consent of the Board he would like to appoint Vincent Moreth as States Attorney. Motion made by Snodgrass, seconded by Nichelson to approve appointment. Roll Call vote taken. 24 Yes, 3 No. Motion carried.

VOTED YES

- | | | | |
|--------------------|--------------------|-------------------|--------------------|
| Eldon O. Armour | David Cerar | Gwen Molinar | Fred J. Snodgrass |
| Darrell L. Bellm | Margie Christopher | Glenn Nichelson | Raymond W. Spudich |
| Gerald Beyer | Don B. Denby, Jr. | Marvin L. Payne | David Thomas |
| Elmer C. Bruce | Kenneth N. Dugan | Ruth Ann Pomatto | Ted Tomso |
| Thomas P. Campbell | Joseph C. Frank | Donald L. Quarton | Paul W. Watson |
| George M. Caveny | Richard Mitchell | Victor Scopel | Oliver A. Weller |

VOTED NO

- | | | |
|-------------------|------------|---------------|
| John M. Arkabauer | Fred Guess | Keith Mefford |
|-------------------|------------|---------------|

EDMOND H. REES
STATE'S ATTORNEY OF MACOUPIN COUNTY

May 17, 1988

Mr. George Caveny
Macoupin County Board Chairman
Macoupin County Courthouse
Carlinville, Illinois 62626

Dear Mr. Caveny:

Please be advised that I respectfully submit my resignation as States Attorney of Macoupin County effective May 31, 1988.

Very truly yours,
/s/ Edmond H. Rees

RESOLUTION

WHEREAS, Edmond H. Rees was the duly elected Macoupin County State's Attorney, whose term of office ends November 30, 1988; and

WHEREAS, Edmond H. Rees, by letter dated May 17, 1988, has resigned as Macoupin County State's Attorney effective May 31, 1988, creating a vacancy in said position; and

WHEREAS, the County of Macoupin must fill the vacancy created by said resignation, and Vincent Moreth, the duly nominated Democratic candidate for State's Attorney for the County of Macoupin, desires to and is willing to accept the position for the remaining unexpired term of Edmond H. Rees; and

WHEREAS, Illinois law requires that the successor be from the same political party as the person who has resigned from said position.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, pursuant to the statutes so providing, that Vincent Moreth is hereby appointed to fill the remaining unexpired term of Edmond H. Rees, until the general election of November 8, 1988, and the swearing in of the duly elected State's Attorney in said election on December 1, 1988. This resolution and appointment shall become effective immediately.

PASSED AND APPROVED BY THE MACOUPIN COUNTY BOARD, CARLINVILLE, MACOUPIN COUNTY, ILLINOIS, THIS 13th DAY OF JUNE, 1988.

COUNTY OF MACOUPIN, ILLINOIS
BY: /s/ George M. Caveny, Chairman
Macoupin County Board

ATTEST: /s/ John Saracco, County Clerk

Alice Tostberg and Ed Boente, representing the Macoupin County Fairgrounds, asked for an extension of their lease for the fairgrounds. They asked the Board if they would grant them 30 years at one time. Motion made by Denby, seconded by Mefford that the lease be extended. All in favor. Motion carried.

LEASE

THIS INDENTURE made and entered into on June 13, 1988. This Lease will be in effect from the 15th day of November, A.D., 2002, through the 15th day of November, 2032 between the County of Macoupin, acting through the County Board of said county, hereinafter designated as the Lessor and the Macoupin County Fair and Agricultural Association, Inc., hereinafter designated as the Lessee, WITNESSETH:

The Lessor, for and in consideration of the agreements hereinafter mentioned to be kept and performed by the Lessee, has, and by these presents does hereby lease unto the Lessee the following described lands, to-wit:

The Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Sixteen (16), except that part thereof lying North and West of Hurricane Creek and containing thirty-seven (37) acres more or less; and also approximately twelve and one-half (12½) acres off the North end of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Sixteen (16), more particularly described as follows, to-wit; Beginning at the Northwest corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Sixteen (16) and running thence South along the existing right of way line of Illinois State Route 4 a distance of 442 feet to a point; thence running in an easterly direction parallel with the North line of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Sixteen (16) to the East line of said quarter quarter section to a point; thence running due North a distance of 442 feet to the Northeast corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section 16 (16) to a point; and running thence in a Westerly direction to the point of beginning, the latter described tract being otherwise described as 442 feet of even width off the North end of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Sixteen (16), all being in Township Ten (10) North, Range Seven (7) West of the Third Principal Meridian, situated in the County of Macoupin and State of Illinois.

It is agreed by and between the parties hereto that the term of this Lease shall commence on the 15th day of November, A.D. 2002, and shall end on the 15th day of November, A.D. 2032, being a term of thirty (30) Years.

And the said Lessee, in consideration of the leasing of the premises described above, agrees to pay the Lessor as rent for said premises the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS each year, payable in advance on or before January 1st of each year, and it being expressly understood and agreed that rentals for all subsequent years shall be three hundred and no/100 dollars per annum.

It is further expressly understood and agreed by and between the parties hereto as follows:

1. The Lessee shall not assign or sublet the premises as a whole or in part unless it has first obtained the written consent of the Lessor to such assignment or sublease.
2. If, at the end of the term of this lease, the Lessor should desire to sell the leased premises, the Lessee shall be granted the first option to buy said premises.
3. Upon expiration or termination of this lease, or any extension or renewal thereof, the Lessee shall maintain title to all buildings, structures and improvements placed upon the leased premises during the term of this lease or any extension thereof, and said Lessee shall have the right to remove said structures and improvements from the above described premises.
4. If the Lessee desires to or is required to erect fencing upon any part of the leased premises, the Lessee shall do so at its own expense.

It is further understood and agreed that the Lessee shall have the right to renew this lease at the end of its term for a consideration to be determined at such time by both parties.

Any and all leases heretofore entered herein are hereby cancelled and considered null and void and this lease shall supersede any and all leases.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of June A.D., 1988. .

THE COUNTY OF MACOUPIN, ACTING
THROUGH THE COUNTY BOARD OF
SAID COUNTY

BY: /s/ George M. Caveny
CHAIRMAN LESSOR

ATTEST:
/s/ John Saracco, County Clerk

MACOUPIN COUNTY FAIR AND AGRICULTURAL
ASSOCIATION, INC.

BY: /s/ Edward L. Boente
PRESIDENT LESSEE

ATTEST:
/s/ Alice Tostberg, Secretary

Joy Kaiser, representing W.E. - C.A.R.E. Recycling, came before the Board stating she was interested in knowing if the County has a solid waste management program and how the recycling center could work with the County. She was informed we had none. She stated she would like a letter of recommendation to the Department of Energy and Natural Resources. Motion made by Mitchell, seconded by Beyer to write a letter of recommendation. All in favor. Motion carried.

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

COMMITTEE REPORTS

MINUTES OF ROAD & BRIDGE COMMITTEE FOR JUNE 13, 1988, BOARD MEETING

The committee approved an agreement to purchase properties west of the existing County Shed for expansion from Evan Boston for \$12,000.00. The committee approved all the low bidders for the County and Township Motor Fuel Tax letting for oil. The committee approved bridge petitions for Nilwood and Barr Townships. The committee approved an agreement between Shaws Point Township and the County for the construction of a new bridge for about \$175,000.00.

Bids were taken to sell a 1979 Luv pick-up. The truck was sold to the high bidder for \$350.00.

REPORT OF M & M BASE MATERIALS FOR MEETING HELD ON JUNE 6, 1988

The meeting was called to order at 11:05 A. M., on Monday, June 6, 1988 at the Ariston Restaurant in Litchfield by President Paul Hamrock. Present from Montgomery County were Paul Hamrock, Ken German, Mary Hughes, Walter Webb and Art Loebach. Present from Macoupin County were George Caveny, Elmer Bruce, Donald Quarton, John Arkabauer and Tom Cazda.

Minutes of the previous meeting were read by Elmer Bruce and approved. Bills totaling \$31,275.06 for May were read and approved. These included about \$27,000.00 to make final payment on End Loader. Bob Frazer explained new proposals for insurance which was to raise Workmen's Comp. Coverage from \$100,000.00 to \$500,000.00. Also an abstracting committee from the State have to come down and classify the plant. The insurance company wants to call it a Bituminous Plant which would raise the rates. The Committee disagreed with the classification. The Committee agreed to a new three year contract with CIPS to have the plant on company property. The contract was reviewed by Montgomery County State's Attorney. The Committee agreed to transfer funds from the Depreciation Fund to pay off the End Loader. The Committee received a report from Atlas Engineers for a new mix proportion for Pozzolonic Material. Meeting was adjourned at 11:35 A. M.

/s/ Elmer Bruce, Secretary

Motion made by Campbell, seconded by Payne to accept reports. All in favor. Motion carried.

VOTED YES

John M. Arkabauer	David Cerar	Richard Mitchell	Fred J. Snodgrass
Eldon O. Armour	Margie Christopher	Cwen Molinar	Raymond W. Spudich
Darrell L. Bellm	Don B. Denby, Jr.	Glenn Nichelson	David Thomas
Gerald Beyer	Kenneth N. Dugan	Marvin L. Payne	Ted Tomso
Elmer C. Bruce	Joseph C. Frank	Ruth Ann Pomatto	Paul W. Watson
Thomas P. Campbell	Fred Guess	Donald L. Quarton	Oliver A. Weller
George M. Caveny	Keith Mefford	Victor Scopel	

COMMUNICATIONS

MT. OLIVE FIRE DEPARTMENT

With the Board's approval these three men have agreed to be trustees of the Mt. Olive Fire District.

John Weis	Ph.#999-7289	Warren Hemann	Ph.#999-4041
109 E. 7th North		R. R. 1	
Mt. Olive, IL. 62069		Walshville, IL. 62091	

Kelly Cocoran Ph. #999-7652
 Lake KA HO
 Mt. Olive, IL. 62069

/s/ Gene O'Neal, Fire Chief /s/ Ken Holzhausen, President

Motion made by Tomso, seconded by Bruce to approve appointments. All in favor. Motion carried.

VOTED YES

John M. Arkabauer	David Cerar	Richard Mitchell	Fred J. Snodgrass
Eldon O. Armour	Margie Christopher	Cwen Molinar	Raymond W. Spudich
Darrell L. Bellm	Don B. Denby Jr.	Glenn Nichelson	David Thomas
Gerald Beyer	Kenneth N. Dugan	Marvin L. Payne	Ted Tomso
Elmer C. Bruce	Joseph C. Frank	Ruth Ann Pomatto	Paul W. Watson
Thomas P. Campbell	Fred Guess	Donald L. Quarton	Oliver A. Weller
George M. Caveny	Keith Mefford	Victor Scopel	

June 13, 1988

Mr. George Caveny, President
Macoupin County Board
Carlinville, IL.

Dear Mr. Caveny:

I understand that it is time to appoint a member to the Bunker Hill Fire Protection District Board of Trustees.

I have been a resident of Macoupin County for 26 years and a member of Bunker Hill Fire Department for 13 years, also, a past company chief of Company #1. I would like to recommend Larry Grove for appointment to the Board of Trustees of the Fire District.

Term to 1st Monday in
MAY, 1990

Sincerely,
/s/ William J. Turney

Motion made by Bruce, seconded by Scopel to approve appointment. All in favor. Motion carried.

VOTED YES

John M. Arkabauer	David Cerar	Richard Mitchell	Fred J. Snodgrass
Eldon O. Armour	Margie Christopher	Gwen Molinar	Raymond W. Spudich
Darrell L. Bellm	Don B. Denby, Jr.	Glenn Nichelson	David Thomas
Gerald Beyer	Kenneth N. Dugan	Marvin L. Payne	Ted Tomso
Elmer C. Bruce	Joseph C. Frank	Ruth Ann Pomatto	Paul W. Watson
Thomas P. Campbell	Fred Guess	Donald L. Quarton	Oliver A. Weller
George M. Caveny	Keith Mefford	Victor Scopel	

ILLINOIS DEPARTMENT OF PUBLIC AID

June 9, 1988

Mr. George Caveny, Chairman
Macoupin County Board
P. O. Box 189, 209 South East St.
Carlinville, IL. 62626

Dear Mr. Caveny:

The following members of the Welfare Services Committee will have their three year terms expire on June 30, 1988:

Frank Schwab	Calvin Mattice	Bernadine Nichelson
R. R. 1, Box 185	206 E. Elm Street	119 W. North Street
Staunton, IL. 62088	Gillespie, IL. 62033	Girard, IL. 62640

All three have expressed interest in serving another three year term. Hopefully, you will concur with their reappointment.

The current list of the Welfare Services Committee members must be received in our Regional Office by June 28, 1988. We would appreciate your informing our office of the person completing the term of State's Attorney when appointed.

Thank you for your cooperation.

Very truly yours,
/s/ Ron Bodtke, Local Office Administrator

Motion made by Scopel, seconded by Snodgrass to approve reappointment. All in favor. Motion carried.

VOTED YES

John M. Arkabauer	David Cerar	Richard Mitchell	Fred J. Snodgrass
Eldon O. Armour	Margie Christopher	Gwen Molinar	Raymond W. Spudich
Darrell L. Bellm	Don B. Denby, Jr.	Glenn Nichelson	David Thomas
Gerald Beyer	Kenneth N. Dugan	Marvin L. Payne	Ted Tomso
Elmer C. Bruce	Joseph C. Frank	Ruth Ann Pomatto	Paul W. Watson
Thomas P. Campbell	Fred Guess	Donald L. Quarton	Oliver A. Weller
George M. Caveny	Keith Mefford	Victor Scopel	

ILLINOIS HERITAGE ASSOCIATION

June 1, 1988

Mr. George Caveny, Chairman
Macoupin County Board
P. O. Box 107
Carlinville, Illinois 62626

Dear Mr. Caveny:

It's time to renew your annual governmental membership in the Illinois Heritage Association. An invoice and a return envelope are enclosed for your convenience.

I especially wanted to call your attention to the Technical Insert in the latest issue of the IHA newsletter which was mailed to you on May 31, 1988. It is entitled "Putting Your House in Order: More Accountability Equals Less Liability." It raises issues that museums and other history-related organizations in your area must consider in their daily operations. IHA has a strong commitment to encourage those responsible for protecting our cultural heritage to meet legal and ethical requirements. Our insert suggests practical ways IHA can assist in these efforts.

When we attend specialized conferences such as the American Law Institute-American Bar Association course of study, "Legal Problems of Museum Administration," held in St. Louis March 23-25, we disseminate the information throughout Illinois to others who may not have the opportunity to attend.

We greatly appreciate your support of our work and look forward to a long and beneficial relationship with your county. If you are aware of a special need to protect cultural resources in your county, we encourage you to contact us.

Sincerely,

/s/ Patricia L. Miller
Executive Director

Motion made by Payne, seconded by Spudich to not renew the membership. All in favor. Motion carried.

PETITIONS

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE

STATE OF ILLINOIS, COUNTY OF MACOUPIN
ROAD DISTRICT AND TOWN OF NILWOOD

PROJECT 9

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of Nilwood Road District in said County, would respectfully represent that a bridge needs to be built over Branch of Horse Creek where the same is crossed by a highway near the N. E. Cor., of Section 11, T. 11 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 10,000 Dollars, which sum will be more than .02% of the value of all taxable property in such Road District as equalized or assessed by the Department of Local Government Affairs, and the tax rate for road purposes in such Road District was in each year for the two years last past not less than the maximum allowable rate provided for in Section 6-501, Chapter 121, Illinois Revised 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 25 day of May, A.D. 1988.

/s/ R. H. Rutherford, Highway Commissioner

/s/ Lloyd E. Allen, Supervisor

Subscribed and sworn to before me this 25th day of May, A.D. 1988.

/s/ Geraldine Walls, Notary Public

Approved and Recommended by the Road and Bridge Committee on June 9, 1988.

/s/ Elmer Bruce
/s/ K. N. Dugan

/s/ Ted Tomso
/s/ Tom Campbell

/s/ Oliver A. Weller

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE

STATE OF ILLINOIS, COUNTY OF MACOUPIN
ROAD DISTRICT AND TOWN OF BARR

PROJECT 14

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of Barr Road District in said County, would respectfully represent that a bridge needs to be built over Branch of Prairie Branch Creek where the same is crossed by a highway near the E½ Cor. of Section 12, T. 11, N.R. 9 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 2000 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 13 day of June, A.D. 1988.

/s/ Lynn Holmes, Highway Commissioner
/s/ Mabel D. March, Supervisor

Approved and Recommended by the Road and Bridge Committee on June 9, 1988

/s/ Elmer Bruce
/s/ Oliver A. Weller

/s/ K. N. Dugan /s/ Ted Tomso

PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE

STATE OF ILLINOIS, COUNTY OF MACOUPIN
ROAD DISTRICT AND TOWN OF BARR

PROJECT 15

To the County Board of Macoupin County, Illinois:

The undersigned Highway Commissioner of Barr Road District in said County, would respectfully represent that a bridge needs to be built over Branch of Joe's Creek where the same is crossed by a highway near the S.E. Cor. of Section 2, T. 11, N. R. 9 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 5000 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 13 day of June A.D. 1988.

/s/ Mabel D. March, Supervisor /s/ Lynn Holmes, Hwy. Commissioner

Approved and Recommended by the Road and Bridge Committee on June 9, 1988.

/s/ Elmer Bruce /s/ K. N. Dugan /s/ Ted Tomso
/s/ Oliver A. Weller

Motion made by Mitchell, seconded by Scopel to approve Petitions. Roll Call vote taken. 27 Yes, 0 No. Motion carried.

VOTED YES

John M. Arkabauer David Cerar Richard Mitchell Fred J. Snodgrass
Eldon O. Armour Margie Christopher Gwen Molinar Raymond W. Spudich
Darrell L. Bellm Don B. Denby, Jr. Glenn Nichelson David Thomas
Gerald Beyer Kenneth N. Dugan Marvin L. Payne Ted Tomso
Elmer C. Bruce Joseph C. Frank Ruth Ann Pomatto Paul W. Watson
Thomas P. Campbell Fred Guess Donald L. Quarton Oliver A. Weller
George M. Caveny Keith Mefford Victor Scopel

AGREEMENT TO SELL REAL ESTATE

THIS AGREEMENT, made and entered into on this 13th day of June, A. D. 1988, by and between EVAN L. BOSTON, hereinafter referred to as Seller, and COUNTY OF MACOUPIN, hereinafter designated as Purchaser, WITNESSETH:

The Seller agrees to sell and the Purchaser agrees to buy for the amount and in accordance with the terms and conditions hereinafter set forth, the following described real estate, to-wit;

A tract of land beginning at a point Fifty-five (55) feet North of the Southwest Corner of Lot Six (6) in Block Ten (10) in Edwards, Smith and McAfee's Addition to the City of Carlinville, running thence East 120 feet; thence North 50 feet; thence West 120 feet; thence South 50 feet to the place of beginning, situated in the City of Carlinville, in Macoupin County, Illinois; and

The North One-third of Ten (10) feet off of the West side of Lot Four (4) and the North One-Third of Lots Five (5) and Six (6) in Block Ten (10) in Edwards, Smith and McAfee's Addition to the Town, now City, of Carlinville, in the County of Macoupin and State of Illinois (on the West); the above addition being located in the West Half of the Southwest Quarter in Section Twenty-eight (28) in Township Ten (10) North, Range Seven (7), West of the Third Principal Meridian, Macoupin County, Illinois.

- 1. The selling price for the real estate described above is \$12,000.00 payable to the Seller on or before thirty days after the date of this agreement.
2. The Seller shall provide to the Purchaser abstracts showing merchantable title within ten days prior to the closing of the transaction. In the alternative, Seller shall have the option to furnish an Owner's Policy of title insurance in standard form with only customary exceptions in the amount of the selling price.
3. Seller shall be entitled to retain possession of the residence located upon the above described real estate for a period not to exceed one year after the date of this agreement and in addition thereto, the Seller shall be entitled to retain for the same period of time portions of the yard surrounding said residence, as follows:
Forty-two (42) feet East of the east side of the house;
Twenty-seven (27) feet South of the South side of the house;
The West side of the house to the street; and
The North side of the house to the north boundary of the property.
The Purchaser shall be entitled to possession of the remainder of the yard and premises from and after the closing of the transaction; and during the period of Seller's temporary possession of the residence, and the portions of the yard hereinabove designated, the Seller shall not be required to pay rent to the Purchaser.
4. The Seller shall be entitled during his temporary possession of the residence to salvage anything he wants out of the house and this provision is based upon the fact that the Purchaser plans to raze the residence after termination of Seller's temporary possession. In addition, Seller shall be entitled to retain the window air conditioner which is installed or located in the residence.
5. The Seller assumes and agrees to pay the full amount of the 1987 real estate taxes payable in 1988, and the Purchaser assumes and agrees to pay any and all real estate taxes assessed against the premises from and after January 1, 1988.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

/s/ Evan L. Boston (SEAL) Seller

COUNTY OF MACOUPIN
By: /s/ George M. Caveny (SEAL) Purchasers

WITNESS: /s/ John Saracco

Approved and Recommended by the Road and Bridge Committee on June 9, 1988

/s/ Elmer Bruce /s/ Ted Tomso /s/ K. N. Dugan
/s/ Tom Campbell /s/ Oliver A. Weller

Motion made by Scopel, seconded by Arkabauer to approve Resolution. Same Roll Call. Motion carried.

VOTED YES

John M. Arkabauer
Eldon O. Armour
Darrell L. Bellm
Gerald Beyer
Elmer C. Bruce
Thomas P. Campbell
George M. Caveny

David Cerar
Margie Christopher
Don B. Denby, Jr.
Kenneth N. Dugan
Joseph C. Frank
Fred Guess
Keith Mefford

Richard Mitchell
Gwen Molinar
Glenn Nichelson
Marvin L. Payne
Ruth Ann Pomatto
Donald L. Quarton
Victor Scopel

Fred J. Snodgrass
Raymond W. Spudich
David Thomas
Ted Tomso
Paul W. Watson
Oliver A. Weller

June 2, 1988

RE: COUNTY MFT & NON-MFT COUNTY HIGHWAY LETTING

Macoupin County Board
Carlinville, Illinois

Gentlemen:

A Material Letting for the 1988 County Motor Fuel Tax Maintenance and Non-MFT County Highway Maintenance was held in the basement of the Courthouse at 10:00 A.M., Thursday, June 2, 1988.

Present were Harry Vakharia, State Highway Department, Thomas D. Gazda, County Superintendent of Highways and the Road and Bridge Committee, Elmer Bruce, Road & Bridge Committee Chairman, Ted Tomso, Oliver Weller, Kenneth Dugan, Tom Campbell and Paul Watson. Also Harold Valerio, Kay Koniak and George Caveny.

Ten (10) proposals were requested and six (6) bids were received.

It is the recommendation of the Road and Bridge Committee that contracts be awarded to the low bidders.

LOW BIDDERS:

LIPPOLD & ARNETT - Groups 2, 3, 5 and 7
Group 2, 3 and 5 - Bituminous Mix for Maintenance
Group 7 - Bituminous Materials, Applied (Emulsion)

CHARLES E. MAHONEY - Group 4
Group 4 - Bituminous Mix for Maintenance

ILLINOIS ROAD CONTRACTORS - Group 6
Group 6 - Bituminous Material, Applied

LOUIS MARSCH, INC. - Group 8
Group 8 - Bituminous Materials (Emulsion) furnished County tank.

CONTRACTS AWARDED JUNE 13, 1988.

/s/ John J. Saracco, County Clerk /s/ George M. Caveny, Chairman Mac. Co. Board

Approved and Recommended by the Road and Bridge Committee

/s/ Elmer Bruce /s/ Ted Tomso /s/ K. N. Dugan
/s/ Tom Campbell /s/ Oliver A. Weller

June 2, 1988

TOWNSHIP MFT MAINTENANCE LETTING
June 2, 1988

Macoupin County Board
Carlinville, Illinois

Gentlemen:

A letting on the above was held in the basement of the Courthouse at 10:00 A. M. Those present were Harry Vakharia from the State Highway Dept., Thomas Gazda, County Superintendent of Highways, Elmer Bruce, Road & Bridge Committee Chairman, and Road & Bridge Committee members, Kenneth Dugan, Tom Campbell, Oliver Weller, Paul Watson and Ted Tomso, also, Harold Valerio, Kay Koniak and George Caveny.

Eleven proposals were requested and six bids were received. Low bidders are:

Piasa Road Oil - Brighton and Bunker Hill Townships

Louis Marsch, Inc. - Honey Point, Nilwood, Shaws Point & Virden Townships

Lippold & Arnett - Bird, Brushy Mound, Cahokia, Carlinville, Chesterfield, Dorchester, Gillespie, Hillyard, Mt. Olive, Polk, Shipman, South Otter, Staunton and Western Mound Townships.

Illinois Road Contractors - Scottville Township

Capsco Company, Inc. - Barr, Girard, North Otter, North Palmyra and South Palmyra Townships

It is the recommendation of the Road and Bridge Committee that the contracts be awarded to the low bidders.

ROAD AND BRIDGE COMMITTEE

/s/ Elmer Bruce, /s/ Ted Tomso, /s/ Oliver A. Weller, /s/ K. N. Dugan/ /s/ Tom Campbell
Contracts awarded by the Macoupin County Board June 13, 1988

/s/ John Saracco, County Clerk /s/ George Caveny, County Board Chairman

Motion made by Snodgrass, seconded by Tomso to approve. Same Roll Call. Motion carried.

AGREEMENT

WHEREAS, the Central Illinois Public Service Company (hereinafter referred to as "CIPS" or "Owner") operates a generating station located near Coffeen, Illinois (referred to as the "Coffeen Station") which produces bottom ash and fly ash (pozzolanic materials); and

WHEREAS, THE BOTTOM ASH AND FLY ASH PRODUCED AT Owner's Coffeen Station comprise the main materials for the production of pozzolanic base course material needed for various streets and highways; and

WHEREAS, the counties of Macoupin and Montgomery, acting by and through their County Boards formed a municipal partnership on September 8, 1981 called M & M Base Materials (hereinafter referred to as "M & M") to set up and operate a plant for the production and utilization of pozzolanic base materials.

NOW THEREFORE IT IS AGREED by and between CIPS and M & M that:

1. Owner will provide, at no cost to M & M, a location on the Coffeen Station property for the establishment and operation of a plant to produce pozzolanic base course material (see Attachment A for legal description of the location of the site to be used by M & M). M & M agrees to confine its operation to the location delineated in Attachment A, unless a change is approved by Owner.
2. The bottom ash (slag) required by M & M is provided for in accordance with the terms and conditions of a July 14, 1987 Agreement between M & M and King Cut, Incorporated.
3. The fly ash required by M & M is supplied by CIPS and hauled to the base plant site at no cost to M & M.
4. CIPS makes no warranties, express or implied, with respect to the quality and quantity of pozzolanic materials produced at the Coffeen Station. In addition, CIPS shall have no obligation to operate the Coffeen Station to produce pozzolanic materials for M & M.
5. M & M agrees to provide reasonable maintenance on the road leading to and from the base plant site. In addition, M & M is required to maintain the drainage system at the base plant site in operating condition.
6. All electric power required for operation of the base plant will be furnished by Owner and billed to M & M. Owner will allow M & M access to its re-cycle ponds adjacent to the base plant site, to meet the needs of its water requirements.
7. M & M agrees to comply with all applicable laws, ordinances, rules, regulations, restrictions and requirements of all Governmental Authorities, including, but not limited to, those relating to environmental protection and health and safety. Specifically, on-site disposal of solid wastes will not be allowed. Also, use of buried tanks and/or hazardous material must be subject to prior approval by CIPS.
8. M & M agrees to abide by any and all rules and procedures Owner may have in effect at the Coffeen Station. Strict compliance with Owner's regulations governing the admittance of personnel on the property will be required.
9. The Owner reserves its right to inspect the M & M base plant at any time and for any reason.
10. Indemnity by M & M. M & M Base Materials, its agents, representatives and subcontractors (collectively referred to as "M & M" in this paragraph) expressly agrees to indemnify and save harmless Central Illinois Public Service Company, its directors, officers and employees (hereinafter in this paragraph collectively called "Owner") from all loss, costs, damages and/or expenses with respect to all demands, claims suits and/or judgements for injuries, including death, to any person, including, but not limited to, third parties, employees of Owner and M & M and their respective dependents or personal representatives and for damage to property, including, but not limited to, adjoining, adjacent and nearby property, buildings, driveways, walks, yards, fences and livestock, including the loss of use thereof sustained by any person or entity, arising in whole or in part by reason of any act or omission, negligent or otherwise, by M & M or the employees or agents of M & M, or arising out of any law, Federal or State, whether statutory or common laws, or any ordinance, regulation or rule of any public body or corporation, whether created or existing under and by virtue of any Federal or State law that is now or hereafter in effect, under which Owner or M & M is or may be alleged to be liable or responsible by virtue of ownership, control, action or failure to take action, in connection with Work performed by reason of this contract or agreement; and M & M further agrees to defend Owner therefrom at M & M's own cost and expense or, at the sole option of Owner to reimburse Owner for any reasonable cost and expense, including attorney fees, which it may incur or be put to for the defense by Owner from any such demand, claim or suit. It is expressly agreed and understood that the aforesaid indemnification obligation does not require M & M to indemnify and save harmless Owner from any losses, costs, damages and/or expenses arising out of any negligent act or omission of Owner, and it likewise expressly agreed and understood that neither the rights of Owner nor the rights of M & M under any statutory or common law principles of comparative negligence and contribution are abrogated hereby.
11. Insurance. It is expressly understood and agreed by and between the parties hereto that no Work of any kind is authorized nor shall any Work be begun under this Agreement until M & M has provided and delivered to the Owner satisfactory and acceptable evidence of insurance which is in full compliance with the Insurance Specifications attached hereto and incorporated by reference herein. Nothing, however, contained or set forth in the aforementioned Insurance Specifications shall be construed to limit or relieve M & M of any liability arising out of or associated with M & M's performance of this Agreement.
12. The Agreement and its provisions thereof will be in effect until December 31, 1991. Any extensions or revisions to this date must be mutually agreed to by CIPS and M & M.
13. At the time the base plant ceases to be operational, M & M must remove, at their expense and within a reasonable time, the equipment from the site, dispose of any stock-piled

bottom/fly ash material, and perform any other clean-up required to satisfy Governmental Authorities.

- 14. If M & M fails to comply with the provisions of this Agreement, Owner may, at its option, cancel this Agreement by written notice to M & M.
- 15. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be signed by their duly authorized officials.

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

M & M BASE MATERIALS

The County Board of Montgomery County

BY: _____

ATTEST: _____

DATE: _____

The County Board of Macoupin County

BY: /s/ George M. Caveny

ATTEST: /s/ John Saracco

DATE: 6-13-88

Approved and Recommended by the M & M Committee on June 13, 1988
/s/ George M. Caveny /s/ Elmer Bruce

Motion made by Scopel, seconded by Arkabauer to approve Resolution. All in favor. Motion carried.

VOTED YES

John M. Arkabauer
 Eldon O. Armour
 Darrell L. Bellm
 Gerald Beyer
 Elmer C. Bruce
 Thomas P. Campbell
 George M. Caveny

David Cerar
 Margie Christopher
 Don B. Denby, Jr.
 Kenneth N. Dugan
 Joseph C. Frank
 Fred Guess
 Keith Mefford

Richard Mitchell
 Gwen Molinar
 Glenn Nichelson
 Marvin L. Payne
 Ruth Ann Pomatto
 Donald L. Quarton
 Victor Scopel

Fred J. Snodgrass
 Raymond W. Spudich
 David Thomas
 Ted Tomso
 Paul W. Watson
 Oliver A. Weller

ACREEMENT AND RESOLUTION
(CONSTRUCTION)

This Agreement and Resolution entered into this 13th day of June 1988, by and between the County of Macoupin, State of Illinois, acting through its County Board, hereinafter called the COUNTY and Shaws Point 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 Funds to construct the following project:

Replace Existing Bridge No. 059-3134
 Shaws Point Road District
 Section 87-20111-00-BR over Shaws Point Branch
 Located near N.W. Corner, Sec. 27, TION, R6W

WHEREAS, the cost of the participating construction portion of this off-system road district project is estimated at \$175,000.00 and,

WHEREAS, State "Township Bridge Program Funds" administered by the COUNTY will pay 80% of the said participating construction costs, right-of-way costs, utility relocation costs and construction engineering costs, and,

WHEREAS, Preliminary engineering costs have been assessed in accordance with an agreement dated 10/02/87 and,

WHEREAS, a total of \$3,500.00 is estimated costs for right-of-way and utility relocations costs and \$12,000.00 for construction engineering costs,

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

1. That the ROAD DISTRICT shall pay to the COUNTY 10% of the final participating construction costs of the project, which said 10% of said costs is estimated at \$17,500.00.
2. That the utilities, right-of-way and construction engineering costs shall be paid for on the following basis, 80% TBP funds, 10% County Bridge funds, and 10% Road District funds.
3. That any other costs not covered by Township Bridge Program funds shall be shared on a 50-50 basis between the COUNTY and ROAD DISTRICT.
4. That the ROAD DISTRICT shall have jurisdiction over the entire improvement and shall maintain the new bridge structure at its expense in a manner satisfactory to the COUNTY and State.
5. That the ROAD DISTRICT does hereby resolve that there is hereby appropriated the sum of \$22,000.00 or as much as necessary thereof to pay its share of actual construction, right-of-way, utility, construction engineering and contingency costs. Road District funds are appropriated in whole or in part from Motor Fuel Tax funds, Special Bridge, Road and Bridge, or other legally spendable funds.
6. That the COUNTY does hereby resolve that there is hereby appropriated the sum of \$160,000.00 from the Township Bridge Program funds or as much as necessary thereof for participating

construction costs, utilities, right-of-way and construction engineering and \$22,000.00 from the County Bridge fund or as much as necessary thereof for the County's 10% share of right-of-way utilities, participating construction, construction engineering costs and 50% share of contingen costs.

7. This Agreement and Resolution shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

8. This Agreement and Resolution shall become null and void should State TBP funds not be available and supersedes previous agreements.

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

Shaws Point ROAD DISTRICT COUNTY OF MACOUPIN
/s/ Waldo T. Wilhelm ROAD COMMISSIONER /s/ George M. Caveny, Chairman, County Board
s/ Wayne Mullen SUPERVISOR ATTEST /s/ John Saracco, County Clerk

Approved and Recommended by the road and Bridge Committee on June 13, 1988

/s/ Elmer Bruce /s/ Ted Tomso /s/ K. N. Dugan
/s/ Tom Campbell /s/ Oliver A. Weller

Motion made by Weller, seconded by Quarton to approve Resolution. All in favor. Motion carried

VOTED YES

John M. Arkabauer David Cerar Richard Mitchell Fred J. Snodgrass
Eldon O. Armour Margie Christopher Gwen Molinar Raymond W. Spudich
Darrell L. Bellm Don B. Denby, Jr. Glenn Nichelson David Thomas
Gerald Beyer Kenneth N. Dugan Marvin L. Payne Ted Tomso
Elmer C. Bruce Joseph C. Frank Ruth Ann Pomatto Paul W. Watson
Thomas P. Campbell Fred Guess Donald L. Quarton Oliver A. Weller
George M. Caveny Keith Mefford Victor Scopel

Rick Verticchio came before the Board to ask for enactment of a Special Service Area Ambulance Service and drawing up a contract with some group to have an ambulance service which will be reviewed by the States Attorney. The County would control the funds. A 35c tax rate per \$100 assessed valuation has been imposed. Motion made by Scopel, seconded by Tomso to accept the Special Service Area Ambulance Service. Roll Call vote taken. 27 Yes, 0 No. Motion carried.

VOTED YES

John M. Arkabauer David Cerar Richard Mitchell Fred J. Snodgrass
Eldon O. Armour Margie Christopher Gwen Molinar Raymond W. Spudich
Darrell L. Bellm Don B. Denby, Jr. Glenn Nichelson David Thomas
Gerald Beyer Kenneth N. Dugan Marvin L. Payne Ted Tomso
Elmer C. Bruce Joseph C. Frank Ruth Ann Pomatto Paul W. Watson
Thomas P. Campbell Fred Guess Donald L. Quarton Oliver A. Weller
George M. Caveny Keith Mefford Victor Scopel

*Ordinance establishing Macoupin County Special Service Area NO. 1 and Certificate of Mailing is shown on Page 363.

RESOLUTION

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN VARIOUS ACCOUNTS

BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, that the sum of \$30,000.00 or so much thereof as is reasonably necessary is hereby transferred from the County Officer's Account to the General Account. This transfer is made for the following purpose: Transfer of funds to correct deficit in account.

PASSED AND APPROVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, THIS 13th DAY OF June, 1988

/s/ George M. Caveny, Chairman Mac. Co. Board

ATTEST: /s/ John Saracco, County Clerk

RESOLUTION

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN VARIOUS ACCOUNTS

BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, that the sum of \$20,000.00 or so much thereof as is reasonably necessary is hereby transferred from the County Officers Fund-General Fund Account to the General Fund Account. This transfer is made for the following purpose: correct deficiency in the General Fund.

PASSED AND APPROVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS THIS 13th DAY OF June, 1988

/s/ George M. Caveny, Chairman, Mac. Co. Board

ATTEST: /s/ John Saracco, County Clerk

Motion made by Mitchell, seconded by Campbell to approve Resolutions. Same Roll Call. Motion carried.

RESOLUTION

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN VARIOUS ACCOUNTS

BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, that the sum of \$6,000, or so much thereof as is reasonably necessary is hereby transferred from the County Officer's Account to the Illinois Municipal Retirement Account. This transfer is made for the following purpose: To correct deficiency in account.

PASSED AND APPROVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, THIS 13th DAY OF June, 1988

/s/ George M. Caveny, Chairman Mac.Co Board

ATTEST: /s/ John Saracco, County Clerk

Motion made by Mitchell, seconded by Campbell to approve Resolution. Same Roll Call. Motion carried.

RESOLUTION

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN VARIOUS ACCOUNTS

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF MACOUPIN COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the sum of \$415,000.00 is hereby transferred from the SPECIAL ACCOUNT (JAIL FUND) (MACOUPIN COUNTY SPECIAL ACCOUNT) to the COUNTY OFFICER'S ACCOUNT.

Section 2: That said transfer is for the following purpose: Jail Lease payment will be met this year by Jail Lease Tax. The transfer of money will be used in the General Fund for operations of County, as needed.

PASSED AND APPROVED BY THE MACOUPIN COUNTY BOARD THIS 13th of June A.D. 1988.

/s/ George M. Caveny, Chairman Mac. Co. Board

ATTEST: /s/ John Saracco, County Clerk

Motion was made by Scopel, seconded by Mefford to approve Resolution. Spudich, Cerar and Denby questioned the transfer, stating that perhaps the Finance Committee and County Board Chairman should be contacted before such a large amount of money is transferred. Spudich made a motion to table the Resolution of transfer until a meeting is held with the Treasurer and Finance Committee. After some discussion, Spudich rescinded the motion to table the Resolution. Weller made a motion to approve the Resolution to transfer the \$415,000 as read. It was seconded by Scopel. Same Roll Call. Motion carried. Payne made a motion that any transfer over \$50,000 should be approved by the Board Chairman and Finance Committee before it is brought to the Board. Seconded by Scopel. Same Roll Call. Motion carried.

RESOLUTION DETERMINING PREVAILING WAGES

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 30s-1-12, Chapter 48, Illinois Revised Statutes, 1973, and

WHEREAS, the aforesaid Act requires that the County Board of Macoupin County investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said county employed in performing construction of public works, for said County.

NOW THEREFORE BE IT ORDAINED BY THE CHAIRMAN AND BOARD OF Macoupin County:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in Macoupin County as determined by the Department of Labor of the State of Illinois as of June 1987 a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this ORDINANCE WHICH ARE ALSO USED IN AFORESAID Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the County to the extent required by the aforesaid Act.

SECTION 3: The County Clerk shall publicly post or keep available for inspection by any interested party in the main office of this County, this determination of such prevailing rate of wage.

SECTION 4: The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

SECTION 6: The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED THIS 13th DAY OF June 1988.

APPROVED:

/s/ George M. Caveny, Chairman of the Board

ATTEST: /s/ John Saracco, County Clerk

STATE OF ILLINOIS
COUNTY OF MACOUPIN s.s.

CERTIFICATE

I, John Saracco, DO HEREBY CERTIFY THAT I am the County Clerk in and for Macoupin County; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Macoupin County being entitled: "AN ORDINANCE OF MACOUPIN COUNTY, ILLINOIS ASCERTAINING THE PREVAILLING RATE OF WAGES FOR LABORERS, WORKMEN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID COUNTY", at a regular meeting held on the day of June 13, 1988, the ordinance being a part of the official records of said County. Macoupin County also is acting as agent to publish the Prevailing Wage Rates for the township of Hilyard, which are identical to those of Macoupin County.

DATED: This 13th day of June, 1988.

/s/ John Saracco, Macoupin County Clerk

(SEAL)

Motion made by Spudich, seconded by Snodgrass to approve Resolution. All in favor. Motion carried.

VOTED YES

John M. Arkabauer	David Cerar	Richard Mitchell	Fred J. Snodgrass
Eldon O. Armour	Margie Christopher	Gwen Molinar	Raymond W. Spudich
Darrell L. Bellm	Don B. Denby, Jr.	Glenn Nichelson	David Thomas
Gerald Beyer	Kenneth N. Dugan	Marvin L. Payne	Ted Tomso
Elmer C. Bruce	Joseph C. Frank	Ruth Ann Pomatto	Paul W. Watson
Thomas P. Campbell	Fred Guess	Donald L. Quarton	Oliver A. Weller
George M. Caveny	Keith Mefford	Victor Scopel	

Regarding the Claims & Officers Report, Weller asked about the Health Department Report being omitted. Report was brought in too late to be included. Spudich made a motion that the payment for the annual license fee in the amount of \$1,607.00, Tax Assessment & Collection Supplied-Maintenance of Hardware & Software be held up until it is reviewed by the Legislation Committee and Supervisor of Assessments. Denby seconded the motion. All in favor. Motion carried.

VOTED YES

John M. Arkabauer	David Cerar	Richard Mitchell	Fred J. Snodgrass
Eldon O. Armour	Margie Christopher	Gwen Molinar	Raymond W. Spudich
Darrell L. Bellm	Don B. Denby, Jr.	Glenn Nichelson	David Thomas
Gerald Beyer	Kenneth N. Dugan	Marvin L. Payne	Ted Tomso
Elmer C. Bruce	Joseph C. Frank	Ruth Ann Pomatto	Paul W. Watson
Thomas P. Campbell	Fred Guess	Donald L. Quarton	Oliver A. Weller
George M. Caveny	Keith Mefford	Victor Scopel	

CLAIMS ALLOWED BY THE MACOUPIN COUNTY BOARD
JUNE 13, 1988

COUNTY CLERK: CHRISTOPHER, CERAR, THOMAS, MOLINAR, DENBY, BEYER: County Board Compensation \$1,953.10; County Board Chairman Salary \$300.00; County Board Chairman's Secretary Salary \$323.00; County Board Printing \$8.40; County Board Supplies \$569.83.

CIRCUIT COURT, CORONER, STATES ATTORNEY: DUGAN, MOLINAR, NICHELSON, MEFFORD, WATSON: Circuit Court: Judge's Secretary Salary \$1,292.00; Circuit Court: Court Reporter Services \$60.90; Circuit Court: Court Appointed Attorneys \$2,785.50; Circuit Court: Court Ordered Blood Tests \$254.00; Circuit Court: Supplies & New Equipment Maintenance & Contracts \$522.54; Circuit Court Telephone Service \$467.17; Jury Commission \$87.60; Petit Jurors Meals & Lodging \$67.16; Petit Jurors Per Diem & Mileage \$748.50; Coroner Salary \$1,333.33; Deputy Coroner Fees \$50.00; Coroner Education Fund \$70.00; Coroner Mileage and Expense \$436.80; Chief Probation Officer's Salary \$2,271.33; Probation Officers Salaries \$6,078.98; DUI Officer's Salary \$1,525.58; Probation Secretarial Salaries \$2,522.00; Probation Office Supplies & Expenses \$954.48; Probation Officer Training, Travel & Dues \$147.11; Public Defender Salary \$1,753.00; Assistant Public Defender Salaries \$3,070.00; Public Defender Books & Periodicals \$75.00; States Attorney Salary \$5,458.33; Assistant States Attorney Salaries \$4,075.00; States Attorney Secretarial Salaries \$3,814.00.

COUNTY TREASURER: SPUDICH, POMATTO, CAMPBELL, BEYER: County Officers Courthouse Tolls \$722.23; County Officers Operational Monies \$121,500.00.

DEVELOPMENT COMMISSION: WELLER, CHRISTOPHER, ARMOUR, SCOPEL, BEYER: Development Commission Fund \$1,917.60.

ELECTIONS: NICHELSON, POMATTO, BRUCE, GUESS: Elections: Absentee Supplies \$2,148.75; Election Ballot Cards/Envelopes \$5,605.25; Elections: Computer Purchase \$276.76; Elections: Election Expense \$4,333.81; Elections: Precinct Supplies \$4,300.00; Elections: Printing \$2,044.60; Elections: Programming/Maintenance \$12,119.30; Elections, Publish Lists \$269.50; Elections: Voter Registration Supplies \$1,000.00.

ESDA: MITCHELL, SPUDICH, PAYNE, QUARTON, SNODGRASS, BELLM, BEYER: ESDA Director Salary \$1,583.00; ESDA Secretary Salary \$969.00; ESDA Mileage \$128.48; ESDA New Equipment \$483.88; ESDA Office Rent \$312.50; ESDA Postage \$4.36; ESDA Supplies \$378.00; ESDA Telephone \$126.16.

FINANCE: CERAR, CHRISTOPHER, PAYNE, MEFFORD, SPUDICH, NICHELSON, DENBY: Insurance: Courthouse \$75.00; Insurance: Public Liability Employees \$29,763.00; Macoupin County Youth Service Grants \$4,501.09; Tax Assessment & Collection Supplies-Maintenance of Hardware & Software \$1,607.00; Tax Assessment & Collection Supplies - Supplies \$11,471.31; Transportation Freight Charges \$9.93 West Central Illinois Valley Regional Planning Commission \$5,350.00.

LEGISLATION: CAMPBELL, WELLER, SPUDICH, THOMAS, DENBY: Copy Room Salary \$1,139.00; Copy Room Equipment \$505.00; Copy Room Supplies \$257.92; Supervisor of Assessments Salaries \$6,752.00; Supervisor of Assessments Mileage \$74.34; Supervisor of Assessments Registration \$85.00; Supervisor of Assessments Supplies \$95.23.

PUBLIC HEALTH: POMATTO, THOMAS, SCOPEL, MEFFORD, NICHELSON: Macoupin Co. Animal Control Fund Salaries \$2,392.80; Animal Control \$1,577.97.

REGIONAL SUPT.: QUARTON, TOMSO, MOLINAR, SPUDICH, BRUCE: Regional Supt. Salaries of Deputies \$2,584.00; Regional Supt. Salary of Extra Help \$119.25; Regional Supt. Equipment & Equipment Repair \$165.77; Regional Supt. Postage \$300.00; Regional Supt. Printing \$120.00; Regional Supt. Rent \$1,118.33; Regional Supt. Supplies \$341.48; Regional Supt. Telephone \$84.53; Regional Supt. Salary (Truant Officer) \$375.00; Regional Supt. Mileage (Truant Officer) \$30.14.

SHERIFF, BUILDING & GROUNDS: SCOPEL, TOMSO, CERAR, SNODGRASS, MOLINAR, ARMOUR, ARKABAUER, QUARTON, CAMPBELL: Courthouse Elevator (Supplies & Repairs) \$481.07; Courthouse & Other Co. Owned Bldgs. Repairs \$702.62; Courthouse & Other Co. Owned Bldgs. Supplies \$1,531.41; Courthouse & Other Co. Woned Bldgs. Utilities \$1,243.46; Courthouse & Other Co. Owned Bldgs. Water \$326.31; Jail Food \$1,538.88; Jail Medical Expense of Inmates \$3,379.56; Jail Supplies \$253.15; Jail Telephone (Inmates Separate Phone) \$49.08; Jail Utilities (Heat & Electric) \$897.98; Jail Water \$227.30.

ROAD AND BRIDGE: BRUCE, TOMSO, WELLER, DUCAN, WATSON, CAMPBELL: County Highway \$69,365.02; Township Motor Fuel Tax \$50,505.16; County Township Bridge \$1,802.00; Matching Fund \$5,290.74; Township Bridge - Bond \$23,395.11; County Motor Fuel Tax \$11,206.57.

Caveny moved that Claims & Officers Report be approved, seconded by Beyer. All in favor. Motion carried.

VOTED YES

John M. Arkabauer
Eldon O. Armour
Darrell L. Bellm
Gerald Beyer
Elmer C. Bruce
Thomas P. Campbell
George M. Caveny

David Cerar
Margie Christopher
Don B. Denby, Jr.
Kenneth N. Dugan
Joseph C. Frank
Fred Guess
Keith Mefford

Richard Mitchell
Gwen Molinar
Glenn Nichelson
Marvin L. Payne
Ruth Ann Pomatto
Donald L. Quarton
Victor Scopel

Fred J. Snodgrass
Raymond W. Spudich
David Thomas
Ted Tomso
Paul W. Watson
Oliver A. Weller

UNFINISHED BUSINESS

Denby asked if any action regarding the letter from Pehlman & Dold was made. Tom Gazda said the Highway Department has complied with the recommendations. Denby stated that strict attention should be paid regarding the budget in the coming year, should put a handle on spendings. He suggested considering a bidding procedure for the annual audit. This will be brought up at the Finance Committee meeting.

Campbell reported on Hands Across America, stating \$12,000 had been donated but none of the money was received in this area.

NEW BUSINESS

Caveny appointed a Board Committee of the Ambulance Service, namely, Spudich, Pomatto, Arkabauer, Scopel, Campbell and Thomas.

Dan Fisher reported that the Development Commission is working on Schien's application. The County will have to be custodian of accounts if grant funds are extended. The auditors will audit that fund. Fisher stated he had met with executives of Chicago, Detroit and Tokyo auto plants to help the auto industries work together with the State.

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

VOTED YES

John M. Arkabauer
Eldon O. Armour
Darrell L. Bellm
Gerald Beyer
Elmer C. Bruce
Thomas P. Campbell
George M. Caveny

David Cerar
Margie Christopher
Don B. Denby, Jr.
Kenneth N. Dugan
Joseph C. Frank
Fred Guess
Keith Mefford

Richard Mitchell
Gwen Molinar
Glenn Nichelson
Marvin L. Payne
Ruth Ann Pomatto
Donald L. Quarton

Victor Scopel
Fred J. Snodgrass
Raymond W. Spudich
David Thomas
Paul W. Watson
Oliver A. Weller

ABSENT

Ted Tomso

Motion made by Mefford, seconded by Bruce to adjourn until the next adjourned meeting. All in favor. Motion carried.

VOTED YES

John M. Arkabauer
Eldon O. Armour
Darrell L. Bellm
Gerald Beyer
Elmer C. Bruce
Thomas P. Campbell
George M. Caveny

David Cerar
Margie Christopher
Don B. Denby, Jr.
Kenneth N. Dugan
Joseph C. Frank
Fred Guess
Keith Mefford

Richard Mitchell
Gwen Molinar
Glenn Nichelson
Marvin L. Payne
Ruth Ann Pomatto
Donald L. Quarton

Victor Scopel
Fred J. Snodgrass
Raymond W. Spudich
David Thomas
Paul W. Watson
Oliver A. Weller

Meeting adjourned at 2:15 P. M.

STATE OF ILLINOIS)
) SS.
 COUNTY OF MACOUPIN)

AN ORDINANCE ESTABLISHING MACOUPIN COUNTY
 SPECIAL SERVICE AREA NO. 1

WHEREAS, Section 7 (6) of Article VII of the 1970 Constitution of the State of Illinois and Chapter 120, Sections 1301 et. seq. of the Illinois Revised Statutes authorize the establishment of special service area in order to provide for governmental services to certain areas within the county and authorize the imposition of a tax to pay for the providing of such special services and the debts incurred therewith;

NOW, THEREFORE BE IT ORDAINED by the County Board of Macoupin County, Illinois, as follows

1. The County Board of Macoupin County, Illinois, finds as fact the recital set forth above, and further finds as follows:

- A. The question of the establishment of an area hereinafter described as Macoupin County Special Service Area No. 1 was considered by the County Board pursuant to an ordinance, adopted February 9, 1988, and was further the subject of a public hearing commenced on April 5, 1988, by the County Board pursuant to notice duly published in the Mt. Olive News Herald, a newspaper of general circulation within the proposed area, all such publications taking place at least fifteen (15) days prior to the hearing; and pursuant to notice by mail addressed to the person or persons in whose names (s) the general taxes of the last preceding year were paid on each lot, block, tract, or parcel of land, and all taxable property lying within the proposed special service area, and to all registered voters residing within the proposed special service area. Said notice was given by depositing said notice in the United States mail not less than ten (10) days prior to the time set for the public hearing. A certificate of publication of said notices and an affidavit of mailing of said notices are attached hereto as Exhibits A and B, inclusive; and said notices conform in all respects to the requirements of Illinois Revised Statutes, Chapter 120, Section 1305 (1979).
- B. A public hearing on the questions set forth in the notice was held on April 5, 1988. All interested persons were given an opportunity to be heard on the question of the creation of the Macoupin County Special Service Area No. 1, the boundaries thereof, the maximum tax rate to be extended, and the question of issuance of bonds, the amount thereof, the interest rate paid thereon, and the maximum period for retirement.
- C. After considering the data, as presented at said public hearing, the County Board finds that it is in the public interest that the Macoupin County Special Service Area No. 1, as hereinafter described, be established for the purposes outlined herein.
- D. Said area is compact and continuous.
- E. The services to be provided to said Macoupin County Special Service Area No. 1 are the providing of emergency ambulance service within said area.
- F. The provision of said services of Macoupin County Special Service Area No. 1 will benefit said area specially and promote the welfare of the residents of said area as well as the general welfare of the County.
- G. The financing of said services by the levy and extension of taxes upon all the property within said area is an appropriate manner of providing said services.

2. A special service area to be known as the Macoupin County Special Area No. 1 described as follows, be, and hereby is, established. The legal description of the said Macoupin County Special Service Area is as follows:

See legal description attached hereto as Exhibit C.
 A map of said area is attached hereto as Exhibit D.

3. Macoupin County Special Service Area No. 1 is established to provide emergency ambulance service to said area. Said area is also created so that taxes may be levied and extended upon all property within said area at a maximum rate of \$.35 per \$100.00 of equalized assessed value:

4. This ordinance shall be in full force and effect as of the 13 day of June, 1988.

/s/ George M. Caveny, Chairman

ATTEST:
 /s/ John Saracco, County Clerk

STATE OF ILLINOIS)
) SS.
 COUNTY OF MACOUPIN)

CERTIFICATE OF MAILING

I, JOHN SARACCO, County Clerk of Macoupin County, State of Illinois, do hereby certify that I gave notice of the hearing on April 5, 1988 on the proposed creation of the Macoupin County Special Service Area No. 1 by depositing said notice on the 23rd day of March, 1988 in the United States mails addressed to the person or persons in whom the name of the general taxes for the last preceding year were paid on each lot, block, tract, or parcel lying within the Macoupin County Special Service Area No. 1 or in cases in which taxes for the last preceding year were not paid, said notice was mailed on the same date to the person or persons last listed on the tax rolls prior to the year as owners of the property as provided by Section 1305 of Chapter 120 of the Illinois Revised Statutes and to all voters within the Macoupin County Special Service Area No. 1.

I further certify that no written objections were filed with my office during the sixty (60) day period following said public hearing on April 5, 1988.

I also certify that I have published in the Mt. Olive News Herald, a paper of general circulation in the County of Macoupin and State of Illinois, notice of said hearing as provided by statute in Section 1305 of Chapter 120 of the Illinois Revised Statutes and said publication was dated the 16 day of March, 1988. See 87-CM-1, PROBATE DIVISION.

DATED at Carlinville, Illinois, this 13 day of June, 1988.

/s/ John Saracco, Macoupin County Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF MACOUPIN)

I, JOHN SARACCO, County Clerk and Recorder in and for said County, State of Illinois, do hereby certify that I am the keeper of the records, files, and seals of Macoupin County and I am by law required to keep and maintain said records and performance of my official duties as County Clerk and Recorder and the foregoing is a true and perfect record and complete copy of the same appearance in the records and files now in this office remaining. In testimony whereof, I have set my hand and affixed the seal of office at my office in Carlinville, Illinois, this 20 day of June, 1988.

/s/ John Saracco
Macoupin County Clerk and Recorder

LEGAL DESCRIPTION OF PROPOSED MT. OLIVE SPECIAL SERVICE DISTRICT

The following described real estate, to-wit:

Commencing at the Northeast corner of Section 24, Township 8 North, Range 6 West of the Third Principal Meridian; being Cahokia Township of Macoupin County, thence proceeding West along the North Line of said Section 24 and continuing West along the North line of Section 23 and Section 22 in said Cahokia Township to a point being the Northwest corner of Section 22 of said Cahokia Township;

Thence proceeding South along the West line of Section 22 of Cahokia Township to a point being the Southwest corner of Section 22 of Cahokia Township;

Thence commencing West along the North line of Section 28 of Cahokia Township to a point on said North line being the junction and boundary of the Mt. Olive Community School District of Macoupin County and the Consolidated School District of Benld and Gillespie of Macoupin County being approximately the Northwest Quarter of the East Half of Section 28;

Thence in a Southerly direction and continuing to follow the border between the Mt. Olive Community School District of Macoupin County and the Consolidated School District of Benld and Gillespie of Macoupin County and along said border until a point being the Northwest corner of Section 28 of Cahokia Township being Township 8 North, Range 6 West of the Third Principal Meridian;

Thence South along the West line of Section 28 of Cahokia Township to a point being the Southwest corner of Section 28 of Cahokia Township, being Township 8 North, Range 6 West of the Third Principal Meridian;

Thence continuing South along the West line of Section 33 of Cahokia Township to a point being the Southwest corner of said Section 33 of Cahokia Township, being Township 8 North, Range 6 West of the Third Principal Meridian;

Thence continuing South along the West line of Section 4 of Mt. Olive-Staunton Township of Macoupin County, being Township 7 North, Range 6 West of the Third Principal Meridian to a point being the Southwest corner of said Section 4 of the Mt. Olive-Staunton Township of Macoupin County;

Thence West along the North line of Section 8 of Mt. Olive-Staunton Township of Macoupin County, being Township 7 North, Range 6 West of the Third Principal Meridian to a point being the Northwest corner of said Section 8 of Mt. Olive-Staunton Township of Macoupin County;

Thence South along the West line of Sections 8 and 17 of the Mt. Olive-Staunton Township of Macoupin County being Township 7 North, Range 6 West of the Third Principal Meridian. Said point being the boundary of the municipality of the Staunton Fire District;

Thence proceeding East along the North line of the municipality of the Staunton Fire District of Sections 17, 16 and 15 of Mt. Olive-Staunton Township to a point being the Northeast boundary of the municipality of the Staunton Fire District within Section 15 of Mt. Olive-Staunton Township, being Township 7 North, Range 6 West of the Third Principal Meridian;

Thence proceeding South along the border of the municipality of the Staunton Fire District in Section 15 and Section 22 of the municipality of the Staunton Fire District to a point where the boundary of the municipality of the Staunton Fire District within Section 22 of Mt. Olive-Staunton Township thereafter proceeds East;

Thence proceeding East on the boundary of the municipality of the Staunton Fire District to a point on the West line of Section 23 of Mt. Olive-Staunton Township. Thence proceeding South on the boundary of the municipality of the Staunton Fire District along the West line of Section 23 to a point being the Southwest boundary of the municipality of the Staunton Fire District in Section 23 of the Mt. Olive-Staunton Township;

Thence proceeding East along the boundary of the municipality of the Staunton Fire District in Sections 23 and 24 of Mt. Olive-Staunton Township being Township 7 North, Range 6 West of the Third Principal Meridian to a point on the East line of Section 24 of Mt. Olive-Staunton Township being the border of Section 24 and Montgomery County;

Thence proceeding North on the boundary between Montgomery County and Macoupin County along the East line of Sections 24, 13, 12 and 1 of the Mt. Olive-Staunton Township, being Township 7 North, Range 6 West of the Third Principal Meridian to a point being the Northeast corner of Section 1 of said Mt. Olive-Staunton Township, being Township 7 North, Range 6 West of the Third Principal Meridian;

Thence continuing North on the East line of Section 36, 25 and 24 of Cahokia Township, Macoupin County, being Township 8 North, Range 6 West of the Third Principal Meridian, also being the border between Macoupin County and Montgomery County to a point being the Northeast corner of Section 24 of Cahokia Township of Macoupin County being Township 8 North, Range 6 West of the Third Principal Meridian being the point of beginning of the herein described tract.

Exhibit D (Map) is filed with above in County Board files.

George M. Daveny

GEORGE M. DAVENY, CHAIRMAN COUNTY BOARD

John Saracco

JOHN SARACCO, COUNTY CLERK