

ORDINANCE # 2014- 03

**AN ORDINANCE OF THE COUNTY OF FRANKLIN, ILLINOIS
ASCERTAINING THE PREVAILING RATE OF WAGES FOR
LABORERS, WORKMEN AND MECHANICS EMPLOYED ON
PUBLIC WORKS OF SAID COUNTY**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen 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 Illinois Compiled Statutes, (820 ILCS 130/1 et.seq.) as amended and

WHEREAS, the aforesaid Act requires that the **Franklin County Board** of the **Franklin County** investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen 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 TRUSTEES OF THE FRANKLIN COUNTY BOARD:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workmen 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 workmen 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 Franklin County area as determined by the Department of Labor of the State of Illinois as of June of the current year, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the **County of Franklin**. 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 of the **County of Franklin** 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 the **County of Franklin** this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

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 employers 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 the Illinois Department of Labor.

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

PASSED THIS 17th day of June, 2014.

APPROVED:



Chairman of the Franklin County Board

(SEAL)

ATTEST:



Franklin County Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF FRANKLIN)

CERTIFICATE

I, **DAVE DOBILL**, DO HEREBY CERTIFY THAT I am the **County Clerk** in and for the **County of Franklin**, that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Members of the Board of **Franklin County** being entitled:

" AN ORDINANCE OF THE COUNTY OF FRANKLIN, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID FRANKLIN COUNTY",

at a regular meeting held on the 17TH day of June, 2014, the ordinance being a part of the official records of said Franklin County.

DATED this 17TH day of June, 2014.

APPROVED:



Chairman of the Franklin County Board

(SEAL)

ATTEST:



Franklin County Clerk

Franklin County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		27.030	27.480	1.5	1.5	2.0	6.350	11.57	0.000	0.900
ASBESTOS ABT-MEC		BLD		21.500	22.500	1.5	1.5	2.0	6.500	5.700	0.000	0.650
BOILERMAKER		BLD		32.060	34.560	1.5	1.5	2.0	7.070	21.27	1.000	0.350
BRICK MASON		BLD		29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480
CARPENTER		BLD		32.230	33.730	1.5	1.5	2.0	6.800	7.250	0.000	0.400
CARPENTER		HWY		32.180	33.680	1.5	1.5	2.0	6.800	7.250	0.000	0.400
CEMENT MASON		BLD		29.050	30.550	1.5	1.5	2.0	7.200	6.400	0.000	0.500
CEMENT MASON		HWY		28.040	29.040	1.5	1.5	2.0	7.200	6.110	0.000	0.400
CERAMIC TILE FNSHER		BLD		27.750	0.000	1.5	1.5	2.0	8.450	7.100	0.000	0.480
ELECTRIC PWR EQMT OP		ALL	1	36.770	0.000	1.5	1.5	2.0	5.760	10.29	0.000	0.370
ELECTRIC PWR EQMT OP		ALL	2	32.820	0.000	1.5	1.5	2.0	5.760	9.190	0.000	0.330
ELECTRIC PWR GRNDMAN		ALL		27.020	0.000	1.5	1.5	2.0	5.760	7.570	0.000	0.270
ELECTRIC PWR LINEMAN		ALL		46.100	49.220	1.5	1.5	2.0	5.760	12.91	0.000	0.460
ELECTRICIAN		ALL		40.300	42.550	1.5	1.5	2.0	6.410	10.08	0.000	0.800
ELECTRONIC SYS TECH		BLD		32.570	34.320	1.5	1.5	2.0	6.250	4.210	0.000	0.400
FLOOR LAYER		BLD		29.580	30.330	1.5	1.5	2.0	6.800	7.250	0.000	0.400
GLAZIER		BLD		26.780	28.030	1.5	1.5	2.0	6.120	5.900	0.000	0.300
HT/FROST INSULATOR		BLD		29.990	30.990	1.5	1.5	2.0	5.050	10.09	0.000	0.280
IRON WORKER		ALL		27.020	28.270	1.5	1.5	2.0	7.510	10.30	0.000	0.345
LABORER		BLD		26.030	26.480	1.5	1.5	2.0	6.350	11.57	0.000	0.800
LABORER		HWY		26.030	26.480	1.5	1.5	2.0	6.350	11.57	0.000	0.800
LABORER		O&C		19.520	19.970	1.5	1.5	2.0	6.350	11.57	0.000	0.800
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		27.750	0.000	1.5	1.5	2.0	8.450	7.100	0.000	0.480
MARBLE MASON		BLD		29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480
MILLWRIGHT		BLD		32.230	33.730	1.5	1.5	2.0	6.800	7.250	0.000	0.400
MILLWRIGHT		HWY		32.180	33.680	1.5	1.5	2.0	6.800	7.250	0.000	0.400
OE RIVER 1		RIV	1	34.050	35.050	1.5	1.5	2.0	8.300	9.500	0.000	2.450
OE RIVER 2		RIV	2	30.600	35.050	1.5	1.5	2.0	8.300	9.500	0.000	2.450
OPERATING ENGINEER		ALL	1	33.950	34.950	1.5	1.5	2.0	8.300	9.500	0.000	2.450
OPERATING ENGINEER		ALL	2	32.050	34.950	1.5	1.5	2.0	8.300	9.500	0.000	2.450
OPERATING ENGINEER		ALL	3	24.650	34.950	1.5	1.5	2.0	8.300	9.500	0.000	2.450
OPERATING ENGINEER		ALL	4	21.400	27.800	1.5	1.5	2.0	5.650	6.100	0.000	1.100
OPERATING ENGINEER		O&C	1	25.460	26.460	1.5	1.5	2.0	8.300	9.500	0.000	2.450
OPERATING ENGINEER		O&C	2	23.880	26.310	1.5	1.5	2.0	7.800	9.000	0.000	1.950
OPERATING ENGINEER		O&C	3	18.340	26.310	1.5	1.5	2.0	7.800	9.000	0.000	1.950
OPERATING ENGINEER		O&C	4	16.050	21.100	1.5	1.5	2.0	5.650	6.100	0.000	1.100
PAINTER		BLD		26.260	27.760	1.5	1.5	2.0	7.050	7.580	0.000	0.550
PAINTER		HWY		30.560	32.060	1.5	1.5	2.0	7.050	7.580	0.000	0.550
PAINTER OVER 30FT		BLD		27.260	28.760	1.5	1.5	2.0	7.050	7.580	0.000	0.550
PAINTER PWR EQMT		BLD		27.260	28.760	1.5	1.5	2.0	7.050	7.580	0.000	0.550
PAINTER PWR EQMT		HWY		31.560	33.060	1.5	1.5	2.0	7.050	7.580	0.000	0.550
PILEDRIIVER		BLD		32.230	33.730	1.5	1.5	2.0	6.800	7.250	0.000	0.400
PILEDRIIVER		HWY		32.180	33.680	1.5	1.5	2.0	6.800	7.250	0.000	0.400
PIPEFITTER		BLD		38.250	42.070	1.5	1.5	2.0	8.500	10.30	0.000	1.300
PLASTERER		BLD		29.050	30.550	1.5	1.5	2.0	7.200	6.400	0.000	0.500
PLUMBER		BLD		38.250	42.070	1.5	1.5	2.0	8.500	10.30	0.000	1.300
ROOFER		BLD		24.400	25.400	1.5	1.5	2.0	8.900	3.800	0.000	0.000
SHEETMETAL WORKER		ALL		32.250	33.750	1.5	1.5	2.0	8.330	7.320	1.940	0.360
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480
SURVEY WORKER		ALL		25.850	26.300	1.5	1.5	2.0	5.850	10.95	0.000	0.800

TERRAZZO FINISHER	BLD	27.750	0.000	1.5	1.5	2.0	8.450	7.100	0.000	0.480
TERRAZZO MASON	BLD	29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480
TRUCK DRIVER	ALL 1	30.070	0.000	1.5	1.5	2.0	10.30	6.100	0.000	0.250
TRUCK DRIVER	ALL 2	30.520	0.000	1.5	1.5	2.0	10.30	6.100	0.000	0.250
TRUCK DRIVER	ALL 3	30.740	0.000	1.5	1.5	2.0	10.30	6.100	0.000	0.250
TRUCK DRIVER	ALL 4	31.030	0.000	1.5	1.5	2.0	10.30	6.100	0.000	0.250
TRUCK DRIVER	ALL 5	31.850	0.000	1.5	1.5	2.0	10.30	6.100	0.000	0.250
TRUCK DRIVER	O&C 1	22.750	0.000	1.5	1.5	2.0	2.920	6.700	0.000	0.250
TRUCK DRIVER	O&C 2	19.150	0.000	1.5	1.5	2.0	2.920	6.700	0.000	0.250
TRUCK DRIVER	O&C 3	19.650	0.000	1.5	1.5	2.0	2.920	6.700	0.000	0.250
TUCK POINTER	BLD	29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

FRANKLIN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and Chip Resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

LABORER - OIL AND CHIP RESEALING ONLY

Hook and unhook chip box from aggregate truck; distribute material within chip box; perform flagging work related to oil and chip resealing; hand spray oil fluids; handle traffic control, including setting-up and maintaining barricades, drums, cones, delineators, signs and other such items, as well as laying-out and applying or removing temporary roadway markings used to control traffic in job site related to oil and chip resealing; and perform clean-up related to oil and chip resealing.

ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - O & C - (Oil and Chip Resealing)

It involves driving of contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. Includes transporting materials and equipment (including, but not limited to oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material; and maintaining trucks at job site related to oil and chip resealing.

Class 1. Distributors, liquid asphalt hauling and hauling of asphalt rubber-tired rollers.

Class 2. Stockpiling.

Class 3. Tandem hauling to job site.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. APSCO or Equal Spreading Machine, Backhoe, Backfiller, Boom or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bull-Dozer, Crane, Shovel, Dragline, Truck Crane, Pile Driver, Concrete Breaker, Concrete or Pumpcrete Pumps, Dinky or Standard Locomotives, Well or Caisson Drills, Elevating Grader, Fork Lifts, Flexplane, Gradeall, Hi-Lift Hoists, Guy-Derricks, Hysters, Mechanic Motor Patrol, Mixers-21 cu. ft. or over, Push Cats, Pulls and Scrapers, Two Well Point Pumps, Pulverizer or Tiller, PugMill, Rubber-Tired Farm Type Tractor with Bulldozer/Blade/Auger or hi-lift over 1/2 yd., Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machines, Wood Chipper w/Tractor, Self-Propelled Roller w/Blade, Equipment Greaser, Self-Propelled Bump Grinder on Concrete pavement, Boat Operator, Skid-Loaders, Tuggers, Lazer Screed, and Self-Propelled Chip Spreader (when others run conveyors).

Class 2. Any type tractor pulling any type roller or disc, Two Air Compressors (220 cu. ft. capacity or over), Two AirTract Drills, Air-Track Drill w/Compressor, Automatic Bins or Scales w/Compressor

or Generator, Pipeline Boring Machine, Bulk Cement Plant w/Separate Compressor, Power Operated Bull Float, Hydra-Lift w/Single Motor, Straw Mulcher Blower w/Spout, Self-Propelled Roller/Compactor, Back-End man on Bituminous Surfacing Machine, oiler on milling machine.

Class 3. Air Compressor w/Valve driving piling, Boom or Winch Type Truck, Two Conveyors, Self-Propelled Concrete Saw, Form Grader, Truck Crane Oiler, Self-Propelled Vibrator, Rubber Tired Farm Type Tractor w/Blade/Bulldozer/Auger/hi-lift - 1/2 yd. or less, Elevator Operator, Man Lift (scissor lift) when lifting materials.

Class 4. Air-Track Drill (one), Belt Drag Machine, Power Broom, Mechanical Plasterer Applicator, Trac-Air, Air Compressor (220 cu. ft. or over) One, Air Compressor (under 220 cu. ft) four, Automatic Bin, Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor, Fireman or Switchman, Self-Propelled Form Tamper, Light Plants (4), Welding Machines (4), Pumps (4), or Combination of four (4) Pumps, Light Plants, Welding Machines, Air-Compressors (under 220 cu. ft.), Mudjacks or Wood Chipper, Mixers - less than 21 cu. ft. Mortar Mixer w/Skip or Pump, Pipeline Tract Jack. One Operating Engineer may operate and maintain any combination of the following pieces of equipment, not to exceed four (4) which shall be within a reasonable distance, such combination may include any equipment in this classification: (Compressors, Light Plants, Generators, Welding Machines, Pumps or Conveyors), One Well- Point Pump, Two Motor Driven Heaters, One Air Compressor (under 220 cu. ft.), One Engine-Driven Conveyor, One Motor Driven Heater, One Light Plant, One Pump, One Welding Machine, One Ulmac or Equal Spreader, Oilers, and one Generator 10 kw or greater.

OPERATING ENGINEER - O & C (Oil and Chip Resealing ONLY.)

Includes the operation of all motorized heavy equipment used in oil and chip rsealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil and chip resealing.

Class 1. See Class 1 above for types of equipment operated.

Class 2. See Class 2 above for types of equipment operated.

Class 3. See Class 3 above for types of equipment operated.

Class 4. See Class 4 above for types of equipment operated.

OPERATING ENGINEER RIVER WORK 1 - operate the following machines when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries: Crane, Shovel, Drageline, Scrapers, Dredge, Derrick, Pile-Driver, Push Boat, all power boat operators, Mechanic, Engineman on Dredge, Leverman on Dredge, All Bituminous Spreader machines, Backhoe, Backfiller, Boom, or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bulldozer, Truck Cranes, Hydraulic Truck Mounted Boom/Crane, Concrete Finishing Machine, or Spreader Machine, Concrete Breaker, Concrete or Pumpcrete Machines, Concrete Plant Operator, All Off Road Material Hauling Equipment, Dinky or Standard Locomotives, Well Drill, Elevating Grader, Fork-Lifts, Flexplane, Gradeall, Hi-Lift, Power Handblade Tugger type Hoist, Hoist Two Drum (or over one), Gyderrick, Hyster, Motor Patrol, Mixers - 21 Cu. Ft. or over, Push Cat, Pulls, & Scrapers, Pumps-Two Well Points, Equipment Greaser, P & H Pulverizer

or Pulverizer equal to Pugmill, Pugmill, Rubber-Tired farm type tractor w/Bulldozer/Blade/Auger or Hi-Lift over ½ yard, Skimmer Scoops, Seaman Tiller, Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machine, Wood Chipper w/Tractor, self-propelled roller w/Blade, Concrete Pumps and Small Equipment Operators.

OPERATING ENGINEER RIVER 2. - when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries shall be employed as the Oiler or Fireman on Crane, Dragline, Shovel, Dredge, Truck Crane, Pile Driver, Gradeall, Dinky or Standard Locomotive, Guy Derrick, Trenching Machine or Ditching Machine 80 H.P. and over, All Terrain (cherry-picker) with over 40 ton Lifting Capacity, Deck Oiler and Deckhands.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

AGREEMENT NO. 2014-16

SUB-RECIPIENT AGREEMENT

FRANKLIN COUNTY BOARD CASA FUND

THIS AGREEMENT is entered into this 17th day of June 2014, by the Franklin County Board herein referred to as the "County" and CASA of Franklin County, a non-profit corporation herein referred to as the "Sub-recipient".

WITNESSETH THAT:

WHEREAS, county resolution No. 2013-60, passed on November 13, 2013, assesses a fee of \$20.00 to be paid by defendants on a judgment of guilty or a grant of supervision for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense; where a court appearance is required, and

WHEREAS, this fee is to be collected by the clerk of the circuit court and deposited into an account for the operations of the Court Appointed Special Advocates (CASA), and

WHEREAS, the County desires to sub-grant the Court Appointed Special Advocates (CASA) fee to the Sub-recipient to support the Sub-recipient in providing advocate services to children of Franklin County, and

WHEREAS, the County has required the Sub-recipient to enter into this Sub-recipient Agreement specifying the terms and conditions of the County's delegation of certain responsibilities to the Sub-recipient.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set out in this agreement, the parties agree as follows:

- A. **SPECIAL PROVISIONS.** The County agrees, under the terms and conditions of this Agreement, to sub-grant CASA fee proceeds to the Sub-recipient.
- B. **INDEPENDENT SUB-RECIPIENT.** It is understood by the parties hereto that the Sub-recipient is an independent sub-recipient and that neither its principals nor its employees (if any) are employees of the County for purposes of tax, retirement system, or social security (FICA) withholding. It is furthermore understood that the Sub-recipient has obtained, or will obtain, and will maintain at its expense for the duration of this agreement, coverage in a liability insurance plan and worker's compensation plan (if necessary) for its principals and employees (if any) for the services to be performed hereunder.
- C. **SCOPE OF SERVICES.** The Sub-recipient will perform the following services: advocate on behalf of the best interest of abused and neglected

children from birth to the age of eighteen in the Franklin County court system.

- a. During the term of this agreement, the Sub-recipient will maintain reasonable records of its performance under this Agreement in a manner consistent with generally accepted accounting principles. The Sub-recipient will allow the County or their authorized representatives access to these records at any time during normal business hours. At the request of the County, the Sub-recipient will submit to the County, in the format prescribed by the County, status reports on its performance under this agreement.
- b. If the Sub-recipient ceases to exist or an Event of Default occurs, all CASA fee funding on hand and accounts or notes receivable related to this agreement will revert the County.

D. DURATION OF AGREEMENT. This Agreement will become effective upon authorization by the County and the Sub-recipient. The initial term of said agreement is for a period of 5 years and may be renewed by the parties by written agreement signed by both parties.

E. TERMINATION: The parties may seek to agree to terminate this agreement at any time, by providing 30 days written notice to the other party. Upon receiving said written notice, no additional expenditures of the court fees shall be authorized without written agreement to the contrary signed by both parties. All CASA fee money held by CASA of Franklin shall be returned to the county within 14 days after the expiration of the 30 day notice period.

F. ADMINISTRATION.

- a. The Sub-recipient will comply with all applicable federal and state statutes and regulations.
- b. The Sub-recipient shall submit an annual financial report to the County at the January board meeting of the Franklin County Board.
- c. The Sub-recipient shall submit a quarterly activities report to the County at the January, April, July, and October board meetings of the Franklin County Board.

G. PAYMENT. It is expressly agreed and understood that the total amount to be paid annually by the County under this agreement shall not exceed the annual amount collected by the clerk of the circuit court.

H. PROHIBITED ACTIVITIES. The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the

program for: political activities, lobbying, political patronage, and nepotism activities.

- I. REPORTS AND INFORMATION.** The Sub-recipient shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and other such records as may be deemed necessary by the County to assure proper accounting for all project funds. These records will be made available for audit purposes to the County or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Agreement unless permission to destroy them is granted by the County.
- J. INDEMNIFICATION.** The Sub-recipient waives any and all claims and recourse against the County, including the right of contribution or damage to person or property arising from, growing out of, or in any way connected with or incidental to the Sub-recipient's performance of this Agreement, except claims arising from the concurrent or sole negligence of the County or its officers, agents, or employees. The Sub-recipient will indemnify, hold harmless, and defend the County against any and all claims, demands, damages, costs, expenses, or liability arising out of the Sub-recipient's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the County or its officers, agents, or employees.
- K. ASSIGNABILITY.** The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County.
- L. SEVERABILITY.** If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- M. DEFAULT/IMMEDIATE TERMINATION OF AGREEMENT.** If any of the following events occur, the County may, in its sole discretion, declare such event a default under this Agreement:

 - a. Any representation or warranty made by the Sub-recipient in this Agreement or in any request or certificate or other information furnished to the County under this agreement proves to have been intentionally misrepresented in any material respect; or
 - b. The Sub-recipient fails in any material respect to carry out its obligations under this Agreement; or
 - c. Ineffective or improper use of funds provided under this Agreement;

- d. **The Resident Judge of the 2nd Circuit Court in Franklin County determines that the performance of the Sub-recipient is failing to meet the desired goals as stated in the current Memorandum of Understanding of the Court in relation to the scope of services.**

If the Sub-recipient fails to perform any of its duties under this Agreement or if any event of default occurs, the County may declare the Sub-recipient to be in default and thereafter give the Sub-recipient written notice setting forth the action or inaction which constitutes the default and giving the Sub-recipient 45 days in which to correct the default. If the Sub-recipient fails to correct the default within 45 days receipt of this notice, the County may notify the Sub-recipient in writing that the agreement is null and void, and all CASA fee funding on hand and accounts or notes receivable related to this agreement will revert to the County.

It is agreed by the parties that that the provisions of this Agreement provide for reasonable and sufficient notice to be given to the Sub-recipient in the case of the Sub-recipient's failure to comply with any of its covenants and that this notice is sufficient for the Sub-recipient to rectify its actions or inactions of default.

The waiver by the County of any default by the Sub-recipient does not constitute a waiver of a continuing breach or a waiver of a subsequent breach. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

- N. **CHOICE OF REMEDY:** These remedies described herein are cumulative and the County may choose to terminate said agreement at any time as described herein, without cause or without default by CASA of Franklin County and with the consent of the Resident Judge of the 2nd Circuit Court.
- O. **CONSTRUCTION AND VENUE.** This agreement will be construed under, and governed by laws of the State of Illinois. The County and the Sub-recipient agree that performance of the Agreement is in the County of Franklin, State of Illinois and that in the event of litigation concerning it, venue is in the Circuit Court of the 2nd Judicial Circuit in and for the County of Franklin, Illinois.

This Sub-recipient Agreement has been approved by the County and the Sub-recipient.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed.

Randall Crocker
Randall Crocker, Chairman
Franklin County Board

Wayne Pearson
President
CASA of Franklin County

Date 6-17-14

Date 6/18/14

Attest:
Dave Dobell
Franklin County Clerk

Attest:
Mariah Hayes
Executive Director
CASA of Franklin County



JOHN GULLEY, FRANKLIN COUNTY TREASURER
P.O. BOX 967
100 PUBLIC SQUARE
BENTON, IL 62812

PAMELA J. SMITH, CHIEF DEPUTY • GLENDA DOYLE, TERI WOOLARD, AMY SILEVEN - DEPUTIES

June 2, 2014

To: Randall Crocker, Chairman
Franklin County Board

From: John Gulley
Franklin County Treasurer

Re: Travel to Illinois Association of County Officials Summer Conference

Please allow this memo to serve as my formal request for permission to receive travel reimbursement to the Illinois Association of County Officials Summer Conference in Fairview Heights, Illinois. The conference will be held August 13-15, 2014. As vice-president of the Illinois County Treasurers' Association and chairman of our organization's legislative committee, I will be meeting with fellow county officials and our association's lobbyist to discuss legislative items that affect all aspects of county government.

The cost of attending the conference—including conference registration, hotel accommodations, and mileage—will be approximately \$366.00.

Thank you in advance for your consideration.

To: Chairman Dave Bauer and Jail Commission Board Members

From: Brad Warren

Subject: Resignation

Date: 12-30-13

I have been accepted and will be attending Rhema Bible Training College in Broken Arrow Oklahoma beginning 01-13-14. Therefore I am resigning my position as board member and treasurer of the Franklin County Jail Commission. It has been a privilege to serve on this board and to work with all of you. I wish you all continued success with this worthy cause.

Sincerely,



Brad Warren

RECEIVED
APR 16 2014
Dave Sobell
FRANKLIN COUNTY CLERK

UNEXPIRED
TERM ENDING
Sep. 30, 2014



John Gulley, Franklin County Treasurer
 PO Box 967
 100 Public Square
 Benton, IL 62812

Pamela J. Smith - Chief Deputy • Glenda Doyle, Teri Conaway, Amy Silven - Deputies

FRANKLIN COUNTY FINANCIAL REPORT (CASH BASIS)
 May 2014

I. GENERAL COUNTY REVENUE

The end of May marks the end of the first half of our fiscal year. Many of our major revenue items continue to lag behind. Items of concern are in bold. In the chart below, I have added a column showing where we stood this time last year in regards to our major revenue items. You will notice significant discrepancies in where we are now versus where we were this time last year. If this trend does not reverse, the county board may have to consider amending the FY 2014 budget.

Major revenue items (\$100,000 in budgeted revenue or greater)				
Items of concern in bold				
Item	YTD Rec'd	2013 YTD	Budgeted Amount	% Received
Real Estate Taxes	\$ 152,881.63	\$ 175,978.84	\$ 1,076,400.00	14.20%
Sales Tax	\$ 92,810.51	\$ 97,214.50	\$ 242,000.00	38.35%
Supplemental Sales Tax	\$ 351,665.56	\$ 363,767.96	\$ 770,000.00	45.67%
Federal Prisoners	\$ 40,200.00	\$ 73,120.00	\$ 146,000.00	27.53%
State Income Tax	\$ 582,933.16	\$ 619,555.95	\$ 1,300,000.00	44.84%
Personal Property Repl Tax	\$ 156,310.00	\$ 149,625.57	\$ 245,000.00	63.80%
State's Attorney Salary Reimb	\$ 74,696.77	\$ 84,394.94	\$ 144,000.00	51.87%
TVA Payment in Lieu of Tax	\$ 68,505.60	\$ 70,608.24	\$ 148,000.00	46.29%
Coal Mine Payment in Lieu of Tax	\$ -	\$ -	\$ 201,000.00	0.00%
Use Tax	\$ 116,233.08	\$ 107,005.89	\$ 212,000.00	54.83%
911 Salary Reimbursement	\$ 76,365.50	\$ 68,863.20	\$ 154,000.00	49.59%
Dispatcher - City of Benton	\$ 55,416.68	\$ 70,417.19	\$ 110,000.00	50.38%
County Clerk Fees	\$ 145,845.24	\$ 180,245.25	\$ 380,000.00	38.38%
Circuit Clerk Fees	\$ 162,291.44	\$ 165,899.50	\$ 338,000.00	48.02%
Sheriff Fees	\$ 87,898.32	\$ 100,549.80	\$ 203,000.00	43.30%
Circuit Court Fines	\$ 246,316.51	\$ 309,062.17	\$ 569,000.00	43.29%
Miscellaneous	\$ 4,523.82	\$ 1,405.83	\$ 460,000.00	0.98%
TOTAL (major items only)	\$ 2,414,893.82	\$ 2,637,714.83	\$ 6,698,400.00	36.05%

The information in this report is subject to change until the final, reconciled budget report is printed and the month is closed-out.

II. GENERAL COUNTY DISBURSEMENTS

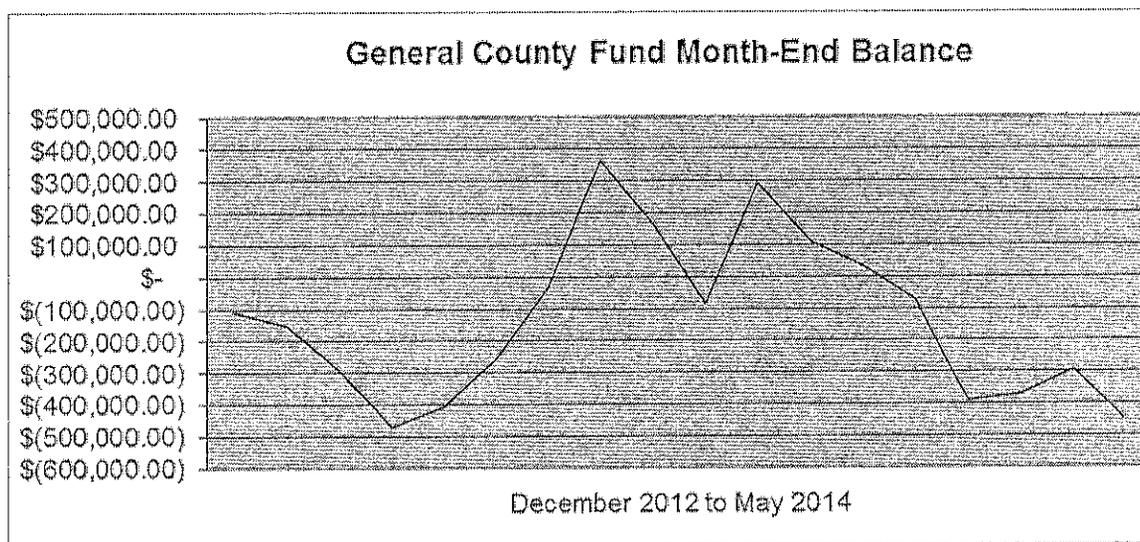
With a few exceptions, departmental spending continues to remain largely on-track. The circuit court's expenditures are expected to be over budget by at least \$60,000 due to the hiring of court-appointed public defenders. Also, we will likely have to transfer \$25,000 out of our contingency fund to pay for contractual back pay for the sheriff's department. This back pay is not reflected in this report due to the fact that it was paid in June.

Expenditures by department through 5/31			
Department	Expenditures	Budget	% Spent
General County	\$ 449,962.95	\$ 1,809,644.00	24.86%
County Board	\$ 52,819.24	\$ 130,120.00	40.59%
County Clerk	\$ 143,387.27	\$ 296,853.00	48.30%
Treasurer	\$ 90,277.86	\$ 201,453.00	44.81%
Circuit Clerk	\$ 113,997.20	\$ 242,453.00	47.02%
Sheriff	\$ 1,367,710.21	\$ 2,713,396.00	50.41%
Coroner	\$ 62,710.57	\$ 140,600.00	44.60%
Superintendent of Schools	\$ 36,392.46	\$ 72,785.00	50.00%
State's Attorney	\$ 274,971.91	\$ 535,090.00	51.39%
Supervisor of Assessments	\$ 87,044.11	\$ 174,843.00	49.78%
Election	\$ 150,100.22	\$ 225,568.00	66.54%
Public Defender	\$ 68,663.96	\$ 137,495.00	49.94%
Probation	\$ 51,684.66	\$ 90,000.00	57.43%
Board of Review	\$ 6,645.21	\$ 13,300.00	49.96%
Circuit Court	\$ 56,175.92	\$ 82,200.00	68.34%
Public Bldg & Grounds	\$ 224,495.08	\$ 411,450.00	54.56%
Animal Control	\$ 48,348.31	\$ 98,700.00	48.99%
Emergency Management	\$ 33,945.57	\$ 68,510.00	49.55%
Contingency	\$ 1,050.00	\$ 122,640.00	0.86%
TOTAL	\$ 3,320,382.71	\$ 7,567,100.00	43.88%

The information in this report is subject to change until the final, reconciled budget report is printed and the month is closed-out.

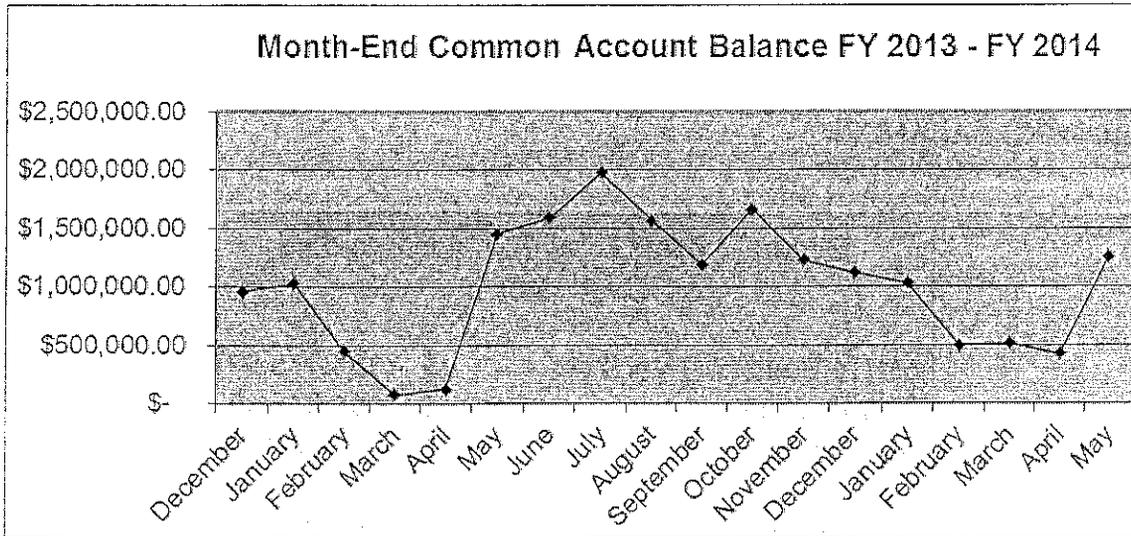
III. FUND BALANCES

General County Fund (01) Month-to-date Cash Basis	
5/1/14 Beginning Balance	\$ (351,175.07)
May Receipts	\$ 454,631.45
May Disbursements	\$ 547,969.91
5/31/14 Balance	\$ (444,513.53)



Common Account (including Gen. Co. Fund) Cash Basis	
5/1 Balance	\$ 428,341.15
May Receipts	\$ 1,963,113.54
May Disbursements	\$ 1,137,177.26
5/31 Balance	\$ 1,254,277.43

The information in this report is subject to change until the final, reconciled budget report is printed and the month is closed-out.



Detention Center Fund (62)	
Cash Basis	
5/1 Balance	\$ 206,144.48
May Receipts	\$ 1,200,519.43
May Disbursements	\$ 284,867.57
5/31 Balance	\$ 1,121,796.34

Meth Program Fund (620)	
Cash Basis	
5/1 Balance	\$ (295,277.35)
May Receipts	\$ 39.02
May Disbursements	\$ 15,267.93
5/31 Balance	\$ (310,506.26)

The information in this report is subject to change until the final, reconciled budget report is printed and the month is closed-out.

TO: FRANKLIN COUNTY TREASURER
 FROM: DAVE DOBILL, COUNTY CLERK
 RE: MAY, 2014

The following fees were received from the Franklin County Clerk during the month of May 1, 2014. As per the Revised Illinois State Statutes, the fees were submitted to the Franklin County Treasurer.

Recording & Filing Fees	23,115.00	
less: \$ 4.00 per instrument fee	2,012.00	
less: \$19.00 per instrument fee	9,557.00	
Sub-Total for Recording & Filing Fees		11,546.00
RHSP - County -- \$.050 per instrument fee		210.50
RHSP - IDOR -- \$9.00 per instrument fee		3,789.00
Real Estate Stamps		6,218.25
Assumed Name		10.00
Cert Birth, Marriage, Death & Rec.		1,934.00
Copy Services		1,823.50
Marriage Licenses / Civil Union		1,440.00
Miscellaneous		310.00
Notary		45.00
Tax Deeds		5.00
Tax Redemption Fee (43)		1,720.00
Cash Drawer		0.00
<i>Vital Records -- Cert Death Record: 8 x 4 = 32 fee acct. check #1223</i>		<i>(32.00)</i>
<i>Marriage Families Domestic Violence Fund: 48 x 5 = 240 fee acct. check #1224</i>		<i>(240.00)</i>
<i>Rental Housing Support Program Fund</i>		
-- IDOR: 421 x 9 = 3,789 e f. transfer		<i>(3,789.00)</i>
#341 - County Clerk Fees		\$24,990.25
19-371 - \$4.00 per instrument and/or micro-filming (503 documents)		2,012.00
59-352 - \$19.00 per instrument GIS (503 documents)		9,557.00
190-371 - \$.50 per instrument Clerk County (421 documents)		210.50
59-352 - Approval of Legal Description		150.00
362 - Franchise Fee - New Wave		3,489.83
Sub-Total		\$40,409.58
#361 - Interest Accrued for May, 2014		
Fee Account	\$ 0.30	
Tax Redemption	\$ 1.85	
TOTAL RECEIVED BY THE COUNTY CLERK		\$40,411.73
Fee Account - Check #1225	\$38,689.88	
Tax Account - Check #2475	\$ 1,721.85	
TOTAL FEES SUBMITTED JUNE, 2014 TO THE FRANKLIN COUNTY TREASURER -		\$40,411.73