


# AGREEMENT No. 2017-06

Municipality Township Frankfort	L O C A L  A G E N C Y	 <p><b>Illinois Department of Transportation</b></p> <p><b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b></p>	C O N S U L T A N T	Name Hampton, Lenzini and Renwick, Inc.  Address 3085 Stevenson Drive, Suite 201  City Springfield  State Illinois 62703
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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name South County Line Road

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Route TR 5 Length 0.10 Mi. \_\_\_\_\_ FT (Structure No. 028-3420P )

Termini 2 miles south west of Frankfort; SE ¼, Sec. 31, T 7 S, R 3 E, 3<sup>rd</sup> P.M.

Description:  
 Bridge replacement and roadway approach improvements.

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, ~~Department of Natural Resources Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \$16,000 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs ~~1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k~~ of the ENGINEER AGREES at actual cost of performing such work plus 100 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph ~~1a, 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k~~. If the ENGINEER ~~sublets all or part of this work, the work in paragraph 1c, 1d or 1h, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed ~~in accordance with the following schedule:~~
    - a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
    - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
  4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 100 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
  5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 100 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
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#### **It is Mutually Agreed,**

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

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

Executed by the LA:

ATTEST: Franklin County of the  
(Municipality/Township/County)  
State of Illinois, acting by and through its

By *Amy Stalud*  
Franklin County Clerk  
(Seal)

By *Lawrence Cooke*  
Title County Board Chairman

Executed by the ENGINEER:

ATTEST: Hampton, Lenzini and Renwick, Inc.  
3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703

By *Joseph W. Frayer*  
Title \_\_\_\_\_

By *Steven Megginson*  
Steven W. Megginson, P.E., S.E.  
Title Vice President

<b>Approved MFT Expenditure</b>
_____
Date
Department of Transportation
_____
Regional Engineer

## EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

### SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

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

#### I. SELECTION OF LABOR

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

#### II. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

## EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (1) abide by the terms of the statement; and
  - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.


5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

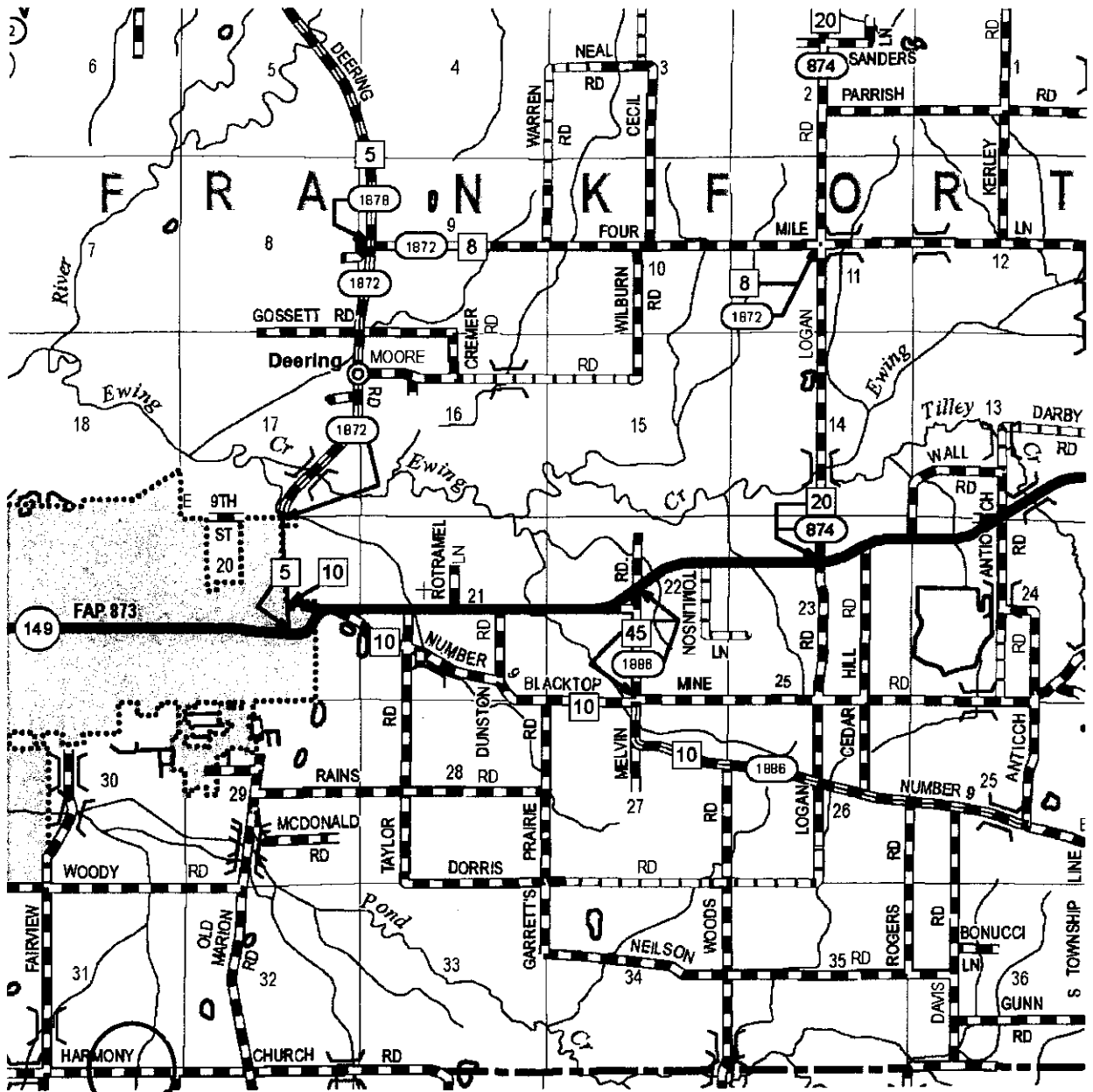
Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

36-2555986  
Requisition/Contract/Grant  
ID Number

Steven W. Megginson, Vice President  
Printed Name and Title


?-13-2017  
Date



Proposed Improvement  
 Sec. 16-08129-00-BR

Location Map



Municipality	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Hampton, Lenzini and Renwick, Inc.
Township Northern			Address 3085 Stevenson Drive, Suite 201
County Franklin			City Springfield
Section 13-10126-00-BR			State Illinois 62703

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name Oak Hill Road at 1700 N / 1950E

Route TR 21 Length 0.10 Mi. \_\_\_\_\_ FT (Structure No. 028-3413P )

Termini 4 miles northeast of Ewing; SE ¼, Sec. 5, T 5 S, R 4 E, 3<sup>rd</sup> P.M.

Description:  
Bridge replacement and roadway approach improvements.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, ~~and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \$14,000 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs ~~1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k~~ of the ENGINEER AGREES at actual cost of performing such work plus 100 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1a, 1b, 1c, ~~1d, 1e, 1f, 1h, 1j & 1k~~. ~~If the ENGINEER sublets all or part of this work, the work in paragraph 1c, 1d or 1h, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed ~~in accordance with the following schedule:~~
  - a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost—being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES—to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
  - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under “a” above.~~

~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 100 percent incurred up to the time he is notified in writing of such abandonment -“actual cost” being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 100 percent to cover profit, overhead and readiness to serve -“actual cost” being defined as in paragraph 2 of THE LA AGREES. It is understood that “changes” as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

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

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

Executed by the LA:

Franklin County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By *[Signature]*  
Franklin County Clerk  
(Seal)

By *[Signature]*  
Title County Board Chairman

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.  
3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703

ATTEST:

By *[Signature]*  
Title

By *[Signature]*  
Steven W. Megginson, P.E., S.E.  
Title Vice President

<p align="center"><b>Approved MFT Expenditure</b></p> <p align="center">_____</p> <p align="center">Date</p> <p align="center">Department of Transportation</p> <p align="center">_____</p> <p align="center">Regional Engineer</p>
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## EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

### SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

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

#### I. SELECTION OF LABOR

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

#### II. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

## EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (1) abide by the terms of the statement; and
  - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

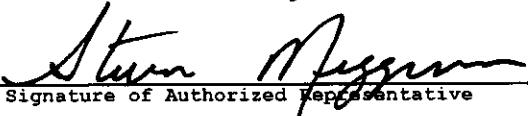
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

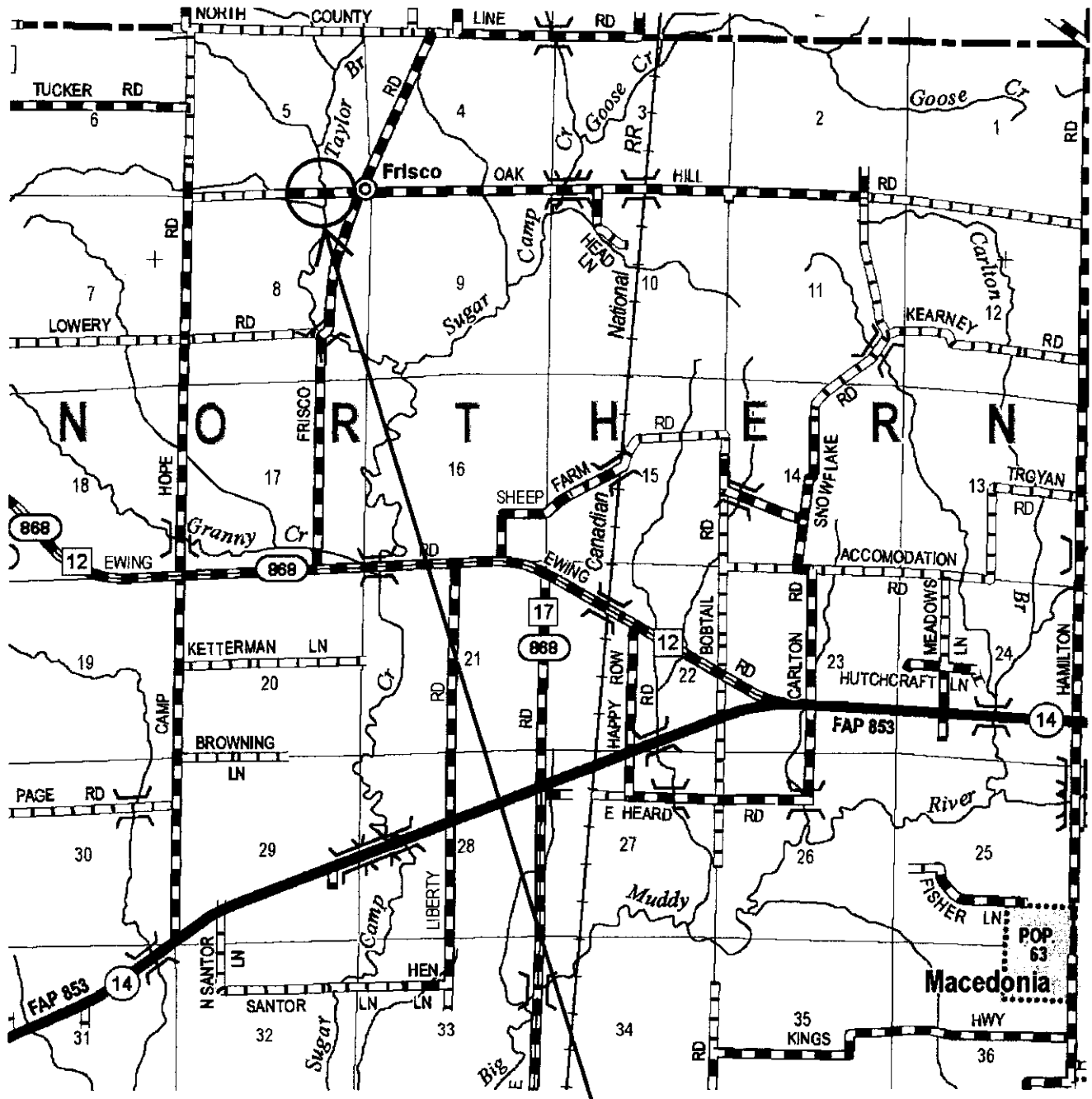
Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

36-2555986  
Requisition/Contract/Grant  
ID Number

Steven W. Megginson, Vice President  
Printed Name and Title

3-13-2017  
Date



Proposed Improvement  
 Sec. 13-10126-00-BR

Location Map



# AGREEMENT NO. 2017-08

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Local Funds</b>	<b>C O N S U L T A N T</b>	Name Brown & Roberts, Inc.
Township				Address 1 Westridge Road
County Franklin				City Harrisburg
Section 17-00187-00-PV				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of April, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Local Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name Horrell Street and East St Louis Street Improvements

Route \_\_\_\_\_ Length 1.25 Mi. 6600.00 FT (Structure No. \_\_\_\_\_ )

Termini On Horrell from Ninth Street to .05 Mi north of Rt 149-E St Louis from Horrell to Rt 149

**Description:**

Design of improvements to the above referenced section including curb & gutter, storm sewer, new pavement, drainage structure replacement west of Rt 149 and improvements to Rt 149-E St Louis Intersection.

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees		
Under \$50,000	N.A.		(see note)
	First \$300,000	13	%
	Next \$500,000	10	%
	Next \$750,000	7.6	%
	Over \$1,550,000	6.5	%
			%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

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

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

Executed by the LA:

ATTEST: Franklin County of the  
(Municipality/Township/County)

By *[Signature]* State of Illinois, acting by and through its  
Franklin County

By *[Signature]*  
Title Chairman

By *[Signature]* Clerk  
Franklin County  
(Seal)

Executed by the ENGINEER:

ATTEST: Brown & Roberts, Inc

By *[Signature]* 1 Westridge Road  
Harrisburg, IL 62946

By *[Signature]*  
Title President

By *[Signature]* Vice-President

**Approved**

\_\_\_\_\_  
Date  
Department of Transportation

\_\_\_\_\_  
Regional Engineer



**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number  
3005

RESOLUTION  
Number 2017-18

WHEREAS, the COUNTY OF FRANKLIN

EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1000 hours or more per year; and  
600 OR 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;\*

NOW THEREFORE BE IT RESOLVED that the FRANKLIN COUNTY BOARD

BOARD, COUNCIL, ETC.

finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
TREASURER, CIRCUIT CLERK, COUNTY CLERK,	
CORONER, SHERIFF, STATES ATTORNEY	NOVEMBER 21, 1989

**CERTIFICATION**


I, GREG WOOLARD, the CLERK  
NAME CLERK OR SECRETARY OF THE BOARD

of the COUNTY BOARD of the County of FRANKLIN  
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct

copy of a resolution duly adopted by its FRANKLIN COUNTY BOARD at a meeting duly  
BOARD, COUNCIL, ETC.

convened and held on the 18<sup>TH</sup> of APRIL 2017  
DAY MONTH YEAR

  
SIGNATURE CLERK OR SECRETARY OF THE BOARD

\* Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).



Resolution # 2017-19

**ADOPTING THE  
FRANKLIN COUNTY MULTI-HAZARD MITIGATION PLAN**

WHEREAS, the County of Franklin recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

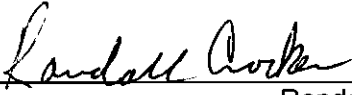
WHEREAS, an adopted multi-hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the County of Franklin participated jointly in the planning process with the other local units of government within the County to prepare a Multi-Hazard Mitigation Plan;

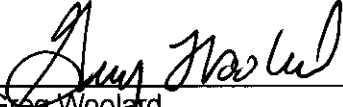
NOW, THEREFORE, BE IT RESOLVED, that the County of Franklin hereby adopts the Franklin County Multi-Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED that the Franklin County Emergency Management Agency will submit on behalf of the participating municipalities the adopted Multi-Hazard Mitigation Plan to the Illinois Emergency Management Agency and the Federal Emergency Management Agency for final review and approval.

ADOPTED THIS 18TH Day of APRIL, 2017.

  
\_\_\_\_\_  
Randall Crocker  
Franklin County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Greg Woolard  
Franklin County Clerk

8 YEA

0 NAY

0 Abstain

1 ABSENT

*Resolution Listing for April, 2017*

RESOLUTION NO. 2017-20

WHEREAS, the County of Franklin has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 200 / 21-90; and

WHEREAS, pursuant to this program the County of Franklin, as trustee for the taxing districts involved, has acquired an interest in the real estate described on the attachment to this resolution; and

WHEREAS, it appears to the Franklin County Board that it would be to the best interest of the taxing districts of Franklin County to dispose of this interest in said property.

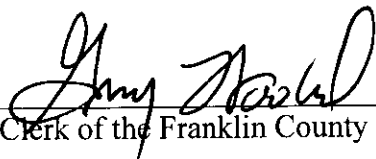
THEREFORE, the Franklin County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, is hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be on the following described real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

Adopted by roll call vote on the 18th day of April, 2017

  
\_\_\_\_\_  
Chairman of the Franklin County Board

Attest:

  
\_\_\_\_\_  
Clerk of the Franklin County Board

**INSTRUCTIONS FOR RESOLUTIONS**  
(Please keep this copy with packet until routing is complete)  
Revised: June 2008

- 1) Agent mails to Committee for approval:
  - a) Original resolution with appropriate disbursement checks attached to each
  - b) Monthly Resolution List
  - c) Cover Resolution (1<sup>st</sup> time only)
  
- 2) Committee:
  - a) reviews resolutions and submits to full County Board
  - b) Cover Resolution & Resolution List are presented to County Board Members in their monthly packet
  
- 3) County Board:
  - a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
  - b) Chairman signs each resolution
  - c) County Clerk seals and attests each resolution
  - d) Retains Original of each resolution and copies each executed resolutions 2 times
  - e) Delivers to Treasurer the 2 copies with all checks
  
- 4) County Treasurer:
  - a) signs all checks
  - b) retains one copy of each resolution
  - c) retains Treasurer's check(s) for deposit
  - d) forwards Clerk's check (if any) to clerk
  - e) returns 1 copy of each resolution with Agent, Auctioneer & Recorder checks to:  
(& if necessary any refund checks)

**County Delinquent Tax Agent**  
**ATTN: RESOLUTIONS**  
**P. O. Box 96**  
**Edwardsville, IL 62025**

**RECEIVED**  
MAR 30 2017

FRANKLIN CO. CLERK





**Franklin County April 2017 Resolutions  
Future Taxes for Properties Sold at Auction**

---

**ROUTE TO TREASURER**

Dear Treasurer,

Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
1116002C	11/04/2016	Ned Mitchell	January 1, 2017 payable 2018
<i>Parcel(s) Involved: 01-13-461-001</i>			

RESOLUTION

No. 2017-21



WHEREAS, The County of Franklin, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Franklin, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GOODE TOWNSHIP

PERMANENT PARCEL NUMBER: 01-13-461-001

As described in certificate(s) : 20120047 sold November 2012

and it appearing to the Delinquent Tax Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Ned Mitchell, has bid \$656.00 for the County's interest, such bid having been presented to the Delinquent Tax Committee at the same time it having been determined by the Delinquent Tax Committee and the Agent for the County, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$56.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$656.00.

THEREFORE, your Delinquent Tax Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Franklin County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18<sup>TH</sup> day of APRIL, 2017

ATTEST:

*[Signature]*  
CLERK

*[Signature]*  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

# FRANKLIN COUNTY BOARD

202 West Main Street  
Benton, IL 62812

Phone 618-439-3743

[www.franklincountyil.gov](http://www.franklincountyil.gov)

Fax 618-439-3741

Stephen D. Leek  
Vice Chairman

Randall Crocker  
Board Chairman

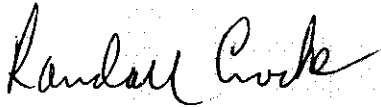
Gayla Sink  
Administrative Assistant

April 18, 2017

TO WHOM IT MAY CONCERN:

Due to the recent resignation of John Gulley, I am pleased to appoint Keith R. Jones as Franklin County Treasurer. This appointment will be effective 8 A.M., Wednesday, April 19, 2017.

Regards,



RANDALL CROCKER, CHAIRMAN  
FRANKLIN COUNTY BOARD

Constitution of Illinois  
Article XIII, Section 3  
5 ILCS 255/1; 60 ILCS 1/75-5(b)  
65 ILCS 5/3.1-15-20; 70 ILCS 1205/4-8  
75 ILCS 16/30-45(g)

Suggested  
New October, 2009  
SBE No. O-2

## OATH OR AFFIRMATION OF OFFICE

(Given by Authorized Person)

STATE OF ILLINOIS )  
County of FRANKLIN ) ss.

I, KEITH JONES, having been APPOINTED  
(elected or appointed)  
to the office of TREASURER  
(Office and Unit of Government)  
County(ies) of FRANKLIN and State of Illinois, do solemnly swear  
or affirm, that I will support the Constitution of the United States and the Constitution  
of the State of Illinois, and that I will faithfully discharge the duties of the office of  
TREASURER  
(Office and Unit of Government) to the best of my ability.

Keith R. Jones  
(Signature of Officer)

Keith R. Jones  
(Print Name of Officer)

Subscribed and sworn to (or affirmed) before me, this 18<sup>th</sup> day of APRIL,  
20 17.

(SEAL)

[Signature]  
(Signature of Person Administering Oath)

CIRCUIT JUDGE  
(Title)

TO: FRANKLIN COUNTY TREASURER  
 FROM: FRANKLIN COUNTY CLERK  
 RE: MARCH, 2017

The following fees were received from the Franklin County Clerk during the month of March 1, 2017.  
 As per the Revised Illinois State Statutes, the fees were submitted to the Franklin County Treasurer.

Recording & Filing Fees	22,398.00	
less: \$ 4.00 per instrument fee	2,028.00	
less: \$19.00 per instrument fee	9,633.00	
Sub-Total for Recording & Filing Fees		10,737.00
RHSP - County -- \$.050 per instrument fee		191.50
RHSP - IDOR -- \$9.00 per instrument fee		3,447.00
Real Estate Stamps		5,680.50
Assumed Name		20.00
Cert Birth, Marriage, Death & Rec.		2,560.00
Copy Services		3,073.50
Marriage Licenses / Civil Union		570.00
Miscellaneous		182.00
Notary		70.00
Tax Deeds		0.00
Take Notice		1,367.01
Tax Redemption Fee (103)		4,120.00
Cash Drawer		(0.08)
<i>Vital Records -- Cert Death Record: 16 x4 = 64 fee acct. check #1337</i>		<i>(64.00)</i>
<i>Marriage Families Domestic Violence Fund: 19 x 5 = 95 fee acct. check #1338</i>		<i>(95.00)</i>
<i>Rental Housing Support Program Fund</i>		
-- IDOR: 383 x 9 = 3,447 e.f. transfer		<i>(3,447.00)</i>
#341 - County Clerk Fees		\$28,412.43
19-371 - \$4.00 per instrument and/or micro-filming (507 documents)		2,028.00
59-352 - \$19.00 per instrument GIS (507 documents)		9,633.00
190-371 - \$0.50 per instrument Clerk County (383 documents)		191.50
59-352 - Approval of Legal Description		100.00
322 - Liquor License		350.00
Sub-Total		\$40,714.93
#361 - Interest Accrued for March, 2017		
Fee Account	\$ 14.99	
Tax Redemption	\$ 68.14	
TOTAL RECEIVED BY THE COUNTY CLERK		\$40,798.06
Fee Account - Check #1339	\$36,609.92	
Tax Account - Check #3311	\$ 4,188.14	
TOTAL FEES SUBMITTED APRIL, 2017 TO THE FRANKLIN COUNTY TREASURER -		\$40,798.06

OFFICE  
ADMINISTRATIVE DIRECTOR  
Marsha Pappas  
(618) 438-8211

DEPUTY SUPERVISOR  
Rick Veldman  
Kevin Roye  
(618) 438-6011

JAIL SUPERVISOR  
Chet Shaffer  
(618) 439-9553

★ **DONALD R. JONES** ★  
**SHERIFF OF FRANKLIN COUNTY**  
403 EAST MAIN STREET ★ BENTON IL 62812  
EMERGENCIES (618) 438-4841

INVESTIGATIONS  
(618) 439-4850  
(618) 439-9561

CRIMINAL RECORDS  
(618) 435-8187

HOT TIP LINE  
(618) 439-9252

NON-EMERGENCIES  
(618) 438-6011

APRIL 12, 2017

Listed below is the approximate number of papers served to date in 2017. At times, my Q & A program loses data. Therefore, the numbers aren't exact.

Approximate papers served to date, April 12, 2017

Summons	285
Emergency OPs	99
Plenary OPs	29
Subpoenas	542
Take Notices	415
<hr/>	
Total	1,370

Julie Mabry



Civil Process Clerk

**Franklin County Sheriff's Fees  
County Board Report**  
December 2016 through November 2017

9:20 AM  
04/12/17  
Accrual Basis

	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	TOTAL
<b>Income</b>													
4000 · Civil Process Fees	1,965.50	2,427.50	3,663.00	3,655.50	3,816.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,527.90
4100 · Sheriff Sales	1,800.00	4,800.00	3,600.00	3,000.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,800.00
4200 · Court Fees Earned	4,902.50	5,348.00	2,665.63	3,456.55	8,699.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,072.29
4300 · Report Copy	110.00	170.00	180.00	155.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	630.00
4500 · Mitimus Fee	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
4600 · Inmate Phone Fees	875.72	1,687.30	1,649.85	1,756.17	2,597.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,566.96
4700 · ATTACHMENT	56.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.00
4800 · FINGERPRINT FEES	20.00	60.00	20.00	40.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00
4900 · MISCELLANEOUS FEES	5.00	5.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00
<b>Total Income</b>	<b>9,784.72</b>	<b>14,547.80</b>	<b>11,778.48</b>	<b>12,083.22</b>	<b>15,748.93</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>63,943.15</b>
<b>Expense</b>													
5000 · Franklin County Treasur...	13,874.91	9,784.72	14,547.80	11,772.48	12,083.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,063.13
5100 · Refunds	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00
<b>Total Expense</b>	<b>13,874.91</b>	<b>9,784.72</b>	<b>14,553.80</b>	<b>11,772.48</b>	<b>12,083.22</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>62,069.13</b>
<b>Net Income</b>	<b>-4,090.19</b>	<b>4,763.08</b>	<b>-2,775.32</b>	<b>310.74</b>	<b>3,665.71</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,874.02</b>





# Franklin County Coroner

County of Franklin, Illinois

411 East Main Street  
Benton, Illinois 62812  
618-439-6850 Ext. 2501  
franklincountycoroner@yahoo.com

**Marty P. Leffler**  
Coroner

**John Graskewicz**  
Chief Deputy Coroner

**Richard W. Good**  
Deputy Coroner

**Steve Gilbert**  
Deputy Coroner

**Gary Little**  
Deputy Coroner

**Steve Leek**  
Deputy Coroner

**Bernie Staten**  
Secretary

**March 2017**

**March case total 22**

**Annual total through March 31, 2017 = 64**

**12 females @ an average age of 82.83 years of age**

**10 males @ an average age of 69.30 years of age**

**11 out of 22 cases were on scene investigations**

**Transported 6 (2 by ambulance, 4 by coroner)**

**Autopsies 3**

**Cremations 11 @ \$50 per permit = \$550**

**4 deaths between 10:00 p.m. and 7:00 a.m.**

**3 weekend deaths**

**4 Cancer Death & 9 Cardiac related deaths**

**Deaths per day of the week Monday 6, Tuesday 4, Wednesday 1, Thursday 5, Friday 4, Saturday 0,  
Sunday 2.**

**Deaths by residence town: 10 West Frankfort, 5 Benton, 2 Zeigler, 1 Sesser, 1 Christopher, 1 Royalton,  
1 Thompsonville, 1 Coello**

Coroner Cases

Mar-17 Day	Time	Age	Place	Cause	Transport	Respond	Cremation	Autopsy	Tox	X-ray	Residence
1-Mar Wednesday	11:30 p.m.	77F	NH	ES Alzheimer	No	No	No	No	No	No	WF
2-Mar Thursday	9:00 a.m.	85M	ER	CAD	No	Yes	No	No	No	No	Benton
2-Mar Thursday	4:00 a.m.	63M	Residence	Cardiac	Yes - amb	Yes	Yes	No	No	No	Christopher
2-Mar Thursday	4:00 p.m.	66M	Equip. Accid	Asphyxiation	yes - cor	Yes	No	yes	yes	yes	Sesser
3-Mar Friday	4:33 p.m.	78F	NH	Cardiac Dys	No	Yes	No	No	No	No	Benton
9-Mar Thursday	11:38 a.m.	63M	Residence	Cardiac	yes - cor	Yes	Yes	No	No	No	WF
10-Mar Friday	5:07 p.m.	39M	Motel	Cardiac	yes - cor	yes	Yes	No	No	No	WF
12-Mar Sunday	10:00 a.m.	83F	Res.Hosp	Liver CA	No	No	No	No	No	No	WF
12-Mar Sunday	5:20 p.m.	59M	Residence	Aorta Disect	yes - amb	yes	Yes	yes	yes	No	Zeigler
13-Mar Monday	12:58 p.m.	80M	Res.Hosp	Resp. Fail.	No	No	Yes	No	No	No	Royalton
13-Mar Monday	5:04 p.m.	90F	N.H.	CAD	No	Yes	Yes	No	No	No	Coello
13-Mar Monday	7:30 p.m.	87F	ER	Cardiac	No	yes	No	No	No	No	WF
13-Mar Monday	7:59 p.m.	72M	Res.Hosp	CNS Lymphor	No	No	No	No	No	No	Benton
14-Mar Tuesday	7:20 p.m.	66M	N.H. Hosp	COPD	No	No	No	No	No	No	WF
27-Mar Monday	11:56 a.m.	99F	Res.Hosp	AFT	No	No	No	No	No	No	WF
27-Mar Monday	7:55 p.m.	78F	N.H.	ES Dementia	No	No	Yes	No	No	No	WF
28-Mar Tuesday	12:40 a.m.	100M	N.H.	CAD	No	No	Yes	No	No	No	Benton
28-Mar Tuesday	9:51 p.m.	59F	Res. Fire	Pending	yes - cor	Yes	Yes	yes	yes	yes	WF
28-Mar Tuesday	10:45 p.m.	86F	N.H. Hosp	Hyp Ch Anem	No	No	No	no	No	No	Benton
30-Mar Thursday	3:00 p.m.	84F	ER	AFT Malnut	No	yes	Yes	No	No	No	WF
31-Mar Friday	12:00 P.M.	85F	Res.Hosp	CA SMI Intest	No	No	No	No	No	No	T"ville
31-Mar Friday	2:20 P.M.	88F	Res.Hosp	Lung CA	No	No	Yes	NO	No	No	Zeigler