Resolution No. 2016- 26

RESOLUTION TO ESTABLISH REGISTRATION DEADLINE FOR COUNTY TREASURER'S ANNUAL DELINQUENT TAX SALE

Be it resolved by the Franklin County Board of Franklin County, Illinois as follows:

Attest:

Section 1	That 35 ILCS 200/21-20 states, "In counties with less than 3,000,000 inhabitants, unless the county board provides otherwise, no person shall be eligible to bid [at the annual tax sale] who did not register with the county collector at least 10 business days prior to the first day of sale authorized under Section 21-115."
Section 2	That Franklin County Treasurer and ex-officio Collector of Taxes John Gulley has established Friday, December 2, 2016, as the date of the annual tax sale for delinquent 2015 payable 2016 real estate taxes and 2016 mobile home taxes.
Section 3	That Franklin County Treasurer and ex-officio Collector of Taxes John Gulley has established Thursday, November 10, 2016, as the date for publication of delinquent 2015 payable 2016 real estate taxes and 2016 mobile home taxes in the various newspapers of the county.
Section 4	That in lieu of establishing the annual tax sale registration deadline 10 business days prior to the first day of sale, it is in the public interest for the Franklin County Board to establish a tax sale registration deadline of Friday, November 18, 2016, so that potential tax buyers are given ample time to review the publication of delinquent 2015 payable 2016 real estate taxes and 2016 mobile home taxes.
Section 5	That Franklin County Treasurer and ex-officio Collector of Taxes John Gulley is hereby directed to accept registrations for the annual tax sale for delinquent 2015 payable 2016 real estate taxes and 2016 mobile home taxes until close of business on Friday, November 18, 2016.
Adopted this	18th day of October, A.D., 2016, pursuant to roll call vote as follows:
Ayes	7 Nayes O Absent 2
	Landoll Crocker, Chairman, Franklin County Board

Resolution No. 2016- 27

Borrowing of Funds

Be it resolved by the Franklin County Board of Franklin County, Illinois as follows:

Randall Crocker, Chairman, Franklin County Board

Attest:

rog Woolard, Franklin County Clerk

AN ORDINANCE AMENDING THE FRANKLIN COUNTY ANIMAL CONTROL ORDINANCE (2001-01-Section 9, Registration of Dogs and Cats)

WHEREAS, The Franklin County Board, after considering the continued problems and financial costs associated with unsterilized cats and dogs in the county and having consulted with the Animal Control Supervisor, has determined that the registration fees for unsterilized animals should be increased to \$18.00 per animal, per year and the fees for sterilized animals should remain at \$8.00 per animal, per year;

WHEREAS, the Franklin County Board desires to make said change in registration fees for cats and dogs by amending the Franklin County Animal Control Ordinance (2001-01);

IT IS HEREBY ORDAINED AND DECREED BY THE FRANKLIN COUNTY BOARD THAT THE FRANKLIN COUNTY ANIMAL CONTROL ORDINANCE, IS AMENDED AS FOLLOWS:

- A. The registrations fee for unsterilized dogs and unsterilized cats shall be \$18.00 per animal, per year effective upon passage and approval of this ordinance.
- C. The registration fee for sterilized dogs and sterilized cats shall remain at \$8.00 per animal, per year.
- D. Severability: In the event that any portion or provision of this ordinance are found to be invalid, the remaining portions and provisions of the ordinance shall survive and remain in full force and effect.
- E. This Ordinance amends the Franklin County Animal Control Ordinance (2001-01) and the parts of said ordinance not amended remain in full force and effect.

•			
on the 1814 day of	SED and APPROVED at the of OCTOBER	regular meeting of the Franklin County Bo	oard
ATTEST: Greg Woolard		Randall Crocker, Chairman	
Franklin County Cle	erk		
YEAS 7			
NAYS O	<u> </u>		
ABSENT 2			

RESOLUTION ACCEPTING APPOINTMENT OF KEVIN POPIT AS PART TIME FRANKLIN COUNTY PUBLIC DEFENDER AND SETTING SALARY

WHEREAS, the Franklin County Public Defender Michael Rowland has resigned from his position as the Part Time Public Defender of Franklin County, Illinois.

WHEREAS, pursuant to 55 ILCS 5/3-4004, the Judges of the Second Judicial Circuit of the State of Illinois have appointed attorney Kevin Popit as the Part Time Franklin County Public Defender to fill the vacancy created by the resignation of Michael Rowland.

WHEREAS, the Franklin County Board has entered into negotiations for the salary of Kevin Popit as Part Time Franklin County Public Defender and that the parties have reached an agreement to pay Kevin Popit a yearly salary of Ninety-Five Thousand Dollars (\$95,000.00) to serve as the Part Time Public Defender of Franklin County, Illinois with no additional stipends pursuant to the proposed agreement presented to the board.

WHEREAS, the Franklin County Board desires to accept the appointment of Kevin Popit by the Judges of the Second Judicial Circuit of the State of Illinois and set salary as stated herein.

NOW, THEREFORE, BE IT RESOLVED AND DECREED, by the Franklin County Board as follows:

- 1. Kevin Popit's appointment as the Part Time Public Defender for Franklin County by the Judges of the Second Judicial Circuit of the State of Illinois is accepted and Kevin Popit's salary is set at Ninety-Five Thousand Dollars (\$95,000.00) per year without any additional stipends pursuant to the proposed agreement which has been presented to the board.
- 2. That the Franklin County Board Chairman is authorized to execute the proposed agreement between Franklin County and attorney Kevin Popit.

PASSED AND APPROVED at the reg	ular meeting of Franklin County Board, on this
/8 74 day of Oct., 2016.	Kandall Crocker, Chairman
ATTER:	Randall Crocker, Chairman
ATTEM: Greg Woolard, Franklin County Clerk	
<i>'</i>	

YEAS NAYS ABSENT

RESOLUTION NO. 2016- 29

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 October, 2016

Landsu Cook
Chairman of the Franklin County Board

Attest:

ork of the Franklin County Board

INSTRUCTIONS FOR RESOLUTIONS

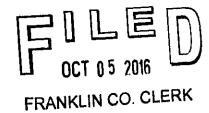
(Please keep this copy with packet until routing is complete)

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 (1st 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



RES#	Account	Туре	Account Name	Parce#	Township	Total Collected	County Clerk	Recorder/ Auctionee Sec of State	Recorder/ ec of State	Agent	Treasurer
10-16-001	20130121	SUR	JOHN HUBBARD	06-25-187-007	TYRONE	783.81	54.00	00.0	00.0	364.37	303.44
10-16-002	0816848	SAL	CITY OF WEST FRANKFORT	11-24-232-007	DENNING	646.00	0.00	0.00	46.00	350.00	250.00
10-16-003	0816849	SAL	CITY OF WEST FRANKFORT	11-24-255-005	DENNING	646.00	0.00	0.00	46.00	350.00	250.00
10-16-004	0816850	SAL	CITY OF WEST FRANKFORT	11-24-281-003	DENNING	646.00	0.00	00:00	46.00	350.00	250.00
10-16-005	0816851	SAL	CITY OF WEST FRANKFORT	11-24-281-011	DENNING	646.00	0.00	0.00	46.00	350.00	250.00
10-16-006	0816852	SAL	CITY OF WEST FRANKFORT	12-19-126-002	FRANKFORT	646.00	0.00	0.00	46.00	350.00	250.00
10-16-007	0816853	SAL	CITY OF WEST FRANKFORT	12-19-208-001	FRANKFORT	646.00	0.00	0.00	46.00	350.00	250.00
10-16-008	0816854	SAL	CITY OF WEST FRANKFORT	12-19-208-002	FRANKFORT	646.00	0.00	0.00	46.00	350.00	250.00
10-16-009	0816855	SAL	CITY OF WEST FRANKFORT	12-19-432-011	FRANKFORT	646.00	0.00	00:00	46.00	350.00	250.00
10-16-010	0816856	SAL	CITY OF WEST FRANKFORT	12-19-456-005	FRANKFORT	646.00	0.00	00:00	46.00	350.00	250.00
10-16-011	0816857	SAL	CITY OF WEST FRANKFORT	12-19-481-013	FRANKFORT	646.00	0.00	0.00	46.00	350.00	250.00
				Tol	Totals	\$7,243.81	\$54.00	\$0.00	\$460.00	\$3,864.37	\$2,803.44
							Clerk	Clerk Fees		\$54.00	
						Recorder/Sec of State Fees	ec of State	Fees		\$460.00	
							Total to County	Sounty		\$3,317.44	
			1								
			Committee Members								



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>	Date Sold	Purchaser	Future Taxes Due Beginning
0816848 Parcel(s) Involved.	08/01/2016 11-24-232-007	City of West Frankfort	January 1, 2017 payable 2018
0816849 Parcel(s) Involved	08/01/2016 11-24-255-005	City of West Frankfort	January 1, 2017 payable 2018
0816850 Parcel(s) Involved	08/01/2016 11-24-281-003	City of West Frankfort	January 1, 2017 payable 2018
0816851 Parcel(s) Involved	08/01/2016 11-24-281-011	City of West Frankfort	January 1, 2017 payable 2018
0816852 Parcel(s) Involved	08/01/2016 : 12-19-126-002	City of West Frankfort	January 1, 2017 payable 2018
0816853 Parcel(s) Involved	08/01/2016 : 12-19-208-001	City of West Frankfort	January 1, 2017 payable 2018
0816854 Parcel(s) Involved	08/01/2016 : 12-19-208-002	City of West Frankfort	January 1, 2017 payable 2018
0816855 Parcel(s) Involved	08/01/2016 : 12-19-432-011	City of West Frankfort	January 1, 2017 payable 2018
0816856 Parcel(s) Involved	08/01/2016 : 12-19-456-005	City of West Frankfort	January 1, 2017 payable 2018
0816857 Parcel(s) Involved	08/01/2016 : 12-19-481-013	City of West Frankfort	January 1, 2017 payable 2018



10-16-001

RESOLUTION No. 2016-30

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:

SEC TWP RNG SAWYER FLORO BROS & EDLMN RESDLOT 8 BLK D

PERMANENT PARCEL NUMBER: 06-25-187-007

As described in certificate(s): 20130121 sold on November 15, 2013

Commonly known as: 210 E. MARKET ST.

and it appearing to the Delinquent Tax Committee that it would be to the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, John Hubbard, For Paul D McMurray, has paid \$721.81 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Delinquent Tax Committee and at the same time it having been determined that the County shall receive \$303.44 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$54.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. John Hubbard, For Paul D McMurray shall receive \$62.00 for overpayment. The remainder is the amount due the agent for his services.

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, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$303.44 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 1874 day of Octo BER 2016

ATTEST:

COUNTY BOARD CHAIRMAN

No. 2016-31



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:

DENNING TOWNSHIP

PERMANENT PARCEL NUMBER: 11-24-232-007

As described in certificates(s): 20130523 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 TH day of OCTO BER, 2016

ATTEST:

ĿLERK

COUNTY BOARD CHAIRMAN

No. 2016-32



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:

DENNING TOWNSHIP

PERMANENT PARCEL NUMBER: 11-24-255-005

As described in certificates(s): 20130532 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 TH day of October 2016

ATTEST:

COUNTY BOARD CHAIRMAN

1 Nobel

RESOLUTION No. 2016-33

0816850



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:

DENNING TOWNSHIP

PERMANENT PARCEL NUMBER: 11-24-281-003

As described in certificates(s): 20130541 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 TH day of Octo Ren , 2016

ATTEST

Hay Now (us)

COUNTY BOARD CHAIRMAN

RESOLUTION No. 2016-34

0816851



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:

DENNING TOWNSHIP

PERMANENT PARCEL NUMBER: 11-24-281-011

As described in certificates(s): 20130542 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 TH day of October , 2016

ATTEST:

COUNTY BOARD CHAIRMAN

my Howley

RESOLUTION No 2016-35

0816852



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:

FRANKFORT TOWNSHIP

PERMANENT PARCEL NUMBER: 12-19-126-002

As described in certificates(s): 20130602 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 TH day of OCTOBER, 2016

ATTEST:

CKERK JANU

COUNTY BOARD CHAIRMAN

RESOLUTION NO. 2016-36

0816853



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:

FRANKFORT TOWNSHIP

PERMANENT PARCEL NUMBER: 12-19-208-001

As described in certificates(s): 20130623 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 TH day of October, 2016

ATTEST:

CLERK

COUNTY BOARD CHAIRMAI

RESOLUTION No. 2016-37

0816854



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:

FRANKFORT TOWNSHIP

PERMANENT PARCEL NUMBER: 12-19-208-002

As described in certificates(s): 20130624 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 TH day of Octo BER 2016

ATTES?

COUNTY BOARD

RESOLUTION No. 2016-38



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:

FRANKFORT TOWNSHIP

PERMANENT PARCEL NUMBER: 12-19-432-011

As described in certificates(s): 20130664 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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.

ALLEST

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION No. 2016-39

0816856



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:

FRANKFORT TOWNSHIP

PERMANENT PARCEL NUMBER: 12-19-456-005

As described in certificates(s): 20130671 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 18TH day of OCTOBER, 2016

ATTEST:

COUNTY BOARD CHAIRMAN

y Staley

RESOLUTION No. 2016-40



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:

FRANKFORT TOWNSHIP

PERMANENT PARCEL NUMBER: 12-19-481-013

As described in certificates(s): 20130674 sold November 2013

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, City of West Frankfort, has bid \$646.00 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 \$46.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$646.00.

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 187H day of October 2016

ATTEST:

COUNTY BOARD CHAIRMAN

10-16-011

AGREEMENT No. 2016-08 (Franklin County and Part Time Public Defender Kevin Popit)

This Agreement entered into on this 18 TH day of Oct., 2016 between Franklin County, an Illinois County and Kevin Popit, attorney at law.

I. Recitals:

That Franklin County is a county organized under the laws of the State of Illinois. Kevin Popit is a licensed attorney who has been appointed by the Circuit Judges of the Second Judicial Circuit to serve as the Public Defender of Franklin County pursuant to 55 ILCS 5/3-4006. Franklin County desires to retain attorney Kevin Popit as Public Defender on a part time basis as described in 55 ILCS 5/3-4007 to perform legal services for indigent persons who appear before the Franklin County Court in accordance with 55 ILCS 5/3-4006.

The Kevin Popit has been serving as the Assistant or "Special Public Defender" since around January 1, 2014, and during that time, the duties of Assistance Public Defender Kevin Popit have increased in the county with additional appointments in criminal and juvenile cases combined with an illness in the Office of the Franklin County Public Defender's Office. To date, Mr. Popit has received no additional compensation for the increased work load.

The parties wish to memorialize the agreement between attorney Kevin Popit and Franklin County concerning the future work of Attorney Kevin Popit serving as part Time Franklin County Public Defender and wish to resolve any claims that Mr. Popit may have for compensation for past work that Mr. Popit has performed as Assistant or "Special" Franklin County Public Defender.

The Parties understand an agree that this agreement conveys no express or implied contractual right to continued work and that Kevin Popit will serve as the Franklin County Public Defender 'at the will' of the Circuit Judges of the Second Judicial Circuit of the State of Illinois and may be terminated at anytime by the Circuit Judges of the Second Judicial Circuit of the State of Illinois with or without cause.

II. Terms:

- A. Beginning October 3, 2016, for and in exchange of the payment by Franklin County to Kevin Popit of the sum of Ninety-Five Thousand Dollars (\$95,000.00) per year to be paid in biweekly increments, and the placement of Mr. Popit on the county's employee health insurance plan and the making of contributions toward Mr. Popit's retirement under the Illinois Municipal Retirement Fund (IMRF) in accordance with the applicable rates and guidelines set forth by IMRF, Kevin Popit agrees to represent all indigent persons in the Franklin County Court system to which he is appointed by any judge in the Franklin County Court System and shall perform the obligations of a public defender for Franklin County as described by 55 ILCS 5/3-4006.
- **B.** No stipend shall be paid as part of this agreement and Kevin Popit agrees to waive any claim to a stipend for and exchange of the consideration provided for in this agreement
- C. For and in exchange of a one time payment by Franklin County to Kevin Popit in the amount of Five Thousand Dollars (\$5,000.00) to be made on or before December 1, 2016, which is in addition to his current payment rate in the prior contract entered into in the year 2013 and effective January 1, 2014 and rate under the terms of this "new" agreement, Kevin Popit agrees to continue to work as the Assistant or "Special Public Defender" through October 7, 2016, at which time his new rate of pay, as detailed in paragraph II. A. of this agreement, shall commence

and Kevin Popit agrees to waive any and all other claims for compensation, benefits, or money for the work he has or will perform for Franklin County from the beginning of time through October 7, 2016.

- D. The length of this initial agreement shall be for a period of Three (3) years which shall be deemed to commence on October 3, 2016 and may be renewed by the parties thereafter upon a written memoranda or agreement to be signed by the parties. The previous agreement of the parties, entered into in 2013 which became effective January 1, 2014, shall terminate by consent and agreement of the parties on October 3, 2016 and this agreement shall be the complete agreement between Franklin County and Attorney Kevin Popit.
- E. In the event that Kevin Popit is terminated as Franklin County Public Defender by the Circuit Judges of the Second Judicial Circuit prior to the expiration of the Three (3) year term of this agreement or any renewed term, then Franklin County shall have no obligation to pay Kevin Popit any compensation after the effective date of said termination, except for money owed under this agreement for work performed prior to termination, and Kevin Popit hereby waives any claim that he may have for compensation under the this agreement after the effective date of said termination.

III. Miscellaneous

That Kevin Popit states that he is an attorney licensed to practice law in the State of Illinois and that his law license is in "good standing" with the Illinois State Bar.

That Kevin Popit agrees to accept all appointments made by said judges except for appointments made which create actual 'conflicts of interest' so that Kevin Popit cannot ethically represent said person. Any actual 'conflicts of interest' that come to Kevin Popit attention shall

be immediately reported to the Resident Circuit Judge of Franklin County or otherwise brought before the court's attention so that arrangements can be made for the appointment of other counsel.

That Kevin Popit shall immediately report to the Resident Judge of Franklin County any change in the status of his law license while serving as the Public Defender of Franklin County.

Attorney Kevin Popit will serve as Public Defender on a part time basis and he shall be free to pursue a private practice of law, but shall maintain his schedule so that he is routinely available to appear in court and represent persons to which he has been appointed.

In addition, the county is under no obligation to provide office space, office supplies, legal research materials, secretarial services or malpractice insurance to Attorney Kevin Popit other than is stated in this agreement and Attorney Kevin Popit understands and acknowledges that he is serving in the position on a part time basis within the meaning of the Illinois County Code (55ILCS 5/3-4007) and accepts the compensation detailed herein. Mr. Popit, by entering into this agreement expressly waives any claim that he may have for additional compensation in performing his duties as Franklin County public Defender.

In the event that the County provides to Attorney Kevin Popit any office space, supplies, or other services which are not obligated under this agreement, the County is doing so on a voluntary basis and the future provision of the same shall not be binding on the County.

In the event that Attorney Kevin Popit, based on his professional review of the case, believes that expert consultation, witnesses, or other expenses are necessary to perform his duties for a particular client, he shall report said necessity to the court for approval of these additional expenses and shall not obligate the county to expenses without court approval.

Either party may terminate the term of this agreement by providing the other party 30 days written notice at the address listed below their signature lines.

IV. Severability:

In the event that any part of this agreement is declared unenforceable or invalid, the remainder shall continue to be valid and enforceable.

Entered into freely and voluntarily on this 18th day of 0ct, 2016.

Franklin County,

Randall Crocker, Chairman

Franklin County Board 202 West Main Street

Benton, IL 62812

Attorney Kevin Popit,

Kevin Popit, Attorney at Law

105 North Main Street

Benton, Illinois

AGREEMENT No. 2016-09

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FRANKLIN COUNTY AND ASSISTANT OR "SPECIAL" PUBLIC DEFENDER JASON DREW

This Independent Contractor Agreement entered into on this 18th day of 2ct., 2016 between Franklin County, an Illinois County and Jason Drew, attorney at law.

I. Recitals:

That Franklin County is a county organized under the laws of the State of Illinois, which desires to continue to retain attorney Jason Drew as an Assistant or "Special" Public Defender to perform legal services for indigent persons who appear before the Franklin County Court in accordance with 55 ILCS 5/3-4008.

That Kevin Popit, the Public Defender of Franklin County of Franklin County, has nominated Jason Drew to serve as an Assistant or "Special" Public Defender in accordance with 55 ILCS 5/3-4008 and said nomination has been accepted by the Circuit Judges of Second Judicial Circuit, State of Illinois.

The Jason Drew has been serving as the Assistant or "Special" Public Defender since January 1, 2014, and during that time, the duties of Assistance Public Defendant Jason Drew have increased in the county with additional appointments in criminal and juvenile cases combined with an illness in the Office of the Franklin County Public Defender's Office. To date, Mr. Drew has received no additional compensation for the increased work load.

The parties wish to memorialize the compensation and understanding of the agreement for Jason Drew to act as Assistant or "Special" Public Defender for an additional Thirty-Six (36) months, unless terminated sooner as stated herein, and wish to resolve any claims that Mr. Drew

may have for compensation for past work that Mr. Drew has performed as Assistant or "Special" Franklin County Public Defender.

The Parties understand an agree that this agreement conveys no express or implied contractual right to continued work and that Jason Drew will serve as the Assistant or "Special" Public Defender of Franklin 'at the will' of Franklin County Public Defender and the Circuit Judges of the Second Judicial Circuit of the State of Illinois and may be terminated at anytime by the Franklin County Public Defender or the Circuit Judges of the Second Judicial Circuit with or without cause.

II. Terms:

- A. For in exchange of payment by Franklin County to Jason Drew of the sum of Four-Thousand Eighty-Three Dollars and Thirty-Four Cents (\$4,083.34) per month, Jason Drew agrees to represent all indigent persons in the Franklin County Court system to which he is appointed by any judge in the Franklin County Court System.
- **B.** For and in exchange of a one payment by Franklin County to Jason Drew in the amount of Five Thousand Dollars (\$5,000.00) to be made on or before December 1, 2016, which is in addition to his current payment rate in the prior contract entered into in the year 2013 and effective January 1, 2014, Jason Drew agrees to continue to work as the Assistant or "Special" Public Defender through October 3, 2016, at which time his new rate of pay, as detailed in paragraph II. A. of this agreement, shall commence and Jason Drew agrees to waive any and all other claims for compensation, benefits, or money for the work he has or will perform for Franklin County from the beginning of time through October 3, 2016.

- C. The length of this agreement shall be for a period of Thirty-Six (36) months with the term being deemed to have commenced on October 7, 2016, unless Jason Drew's appointment is terminated by the Franklin County Public Defender or the Circuit Judges of the Second Judicial Circuit, at which time this agreement shall be immediately terminated. The previous agreement of the parties, entered into in 2013 which became effective January 1, 2014, shall terminate by consent and agreement of the parties on October 3, 2016 and this agreement shall be the complete independent contractor agreement between Franklin County and Jason Drew and may be renewed by the parties upon a written memoranda or agreement to be signed by the parties.
- D. In the event that Jason Drew is terminated as Assistant or "Special" Public Defender by the Franklin County Public Defender or the Circuit Judges of the Second Judicial Circuit prior to the expiration of the Thirty-Six (36) month term of this agreement, then Franklin County shall have no obligation to pay Jason Drew any compensation after the effective date of said termination, except for money owed under this agreement for work performed prior to termination, and Jason Drew hereby waives any claim that he may have for compensation under the this agreement after the effective date of said termination.

III. Miscellaneous:

That Jason Drew states that he is an attorney licensed to practice law in the State of Illinois and the his law license is in "good standing" with the Illinois State Bar.

That Jason Drew agrees to accept all appointments made by said judges except for appointments made which create actual 'conflicts of interest' so that Jason Drew cannot ethically represent said person. Any actual 'conflicts of interest' that come to attorney Jason Drew's attention shall be immediately reported to the Resident Circuit Judge of Franklin County or

otherwise brought before the court's attention so that arrangements can be made for the appointment of other counsel.

That Jason Drew shall immediately report to the Resident Judge of Franklin County any change in the status of his law license while serving as the Assistant or "Special" Public Defender of Franklin County.

Attorney Jason Drew will serve as an Assistant or "Special" Public Defender on an independent contractor basis and shall be entitled to **no** additional benefits or compensation other than the annual compensation as set forth herein. In addition, the county is under no obligation to provide office space, office supplies, legal research materials, secretarial services or malpractice insurance to Attorney Jason Drew and Attorney Jason Drew understands and acknowledges that he is serving in the position as an Assistant or "Special" Pubic Defender on an independent contractor basis. Attorney Jason Drew is free to pursue a private practice of law, but shall maintain his schedule so that he is routinely available to appear in court and represent persons to which he has been appointed.

In the event that the County provides to Attorney Jason Drew any office space, supplies, or other services which are not obligated under this agreement, the County is doing so on a voluntary basis and the future provision of the same shall not be binding on the County.

In the event that Attorney Jason Drew, based on his professional review of the case, believes that expert consultation, witnesses, or other expenses are necessary to perform his duties for a particular client, he shall report said necessity to the court for approval of these additional expenses and shall not obligate the county to expenses without court approval.

Attorney Jason Drew, although nominated by the Franklin County Public Defender, shall have no affiliation with the Franklin County Public Defender as to his cases and shall assure that his files are kept separate from the Franklin County Public Defender and any other assistant or "special" public defenders and shall to take steps as is necessary to avoid any conflicts of interests between the Franklin County Public Defender and the Assistant or "Special" Public Defenders.

Either party may terminate the term of this agreement by providing the other party 30 days written notice at the address listed below their signature lines.

IV. Severability:

In the event that any part of this agreement is declared unenforceable or invalid, the remainder shall continue to be valid and enforceable.

Entered into freely and voluntarily on this 18th day of 10th, 2016.

Franklin County,

By:

Randall Crocker, Chairman

Franklin County Board

202 West Main Street

Benton, IL 62812

Attorney Jason Drew,

Jason Drew, Attorney at Law

905 West Washington Street

Benton,/IL 62812

AGREEMENT NO. 2016-10

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FRANKLIN COUNTY AND ASSISTANT OR "SPECIAL" PUBLIC DEFENDER MICHAEL ROWLAND

This Independent Contractor Agreement entered into on this Attach day of Cott, 2016 between Franklin County, an Illinois County and Michael Rowland, attorney at law.

I. Recitals:

That Franklin County is a county organized under the laws of the State of Illinois, which desires to retain attorney Michael Rowland as an Assistant or "Special" Public Defender to perform legal services for indigent persons who appear before the Franklin County Court in accordance with 55 ILCS 5/3-4008.

That Kevin Popit, the Public Defender of Franklin County of Franklin County, has nominated Michael Rowland to serve as an Assistant or "Special" Public Defender in accordance with 55 ILCS 5/3-4008 and said nomination has been accepted by the Circuit Judges of Second Judicial Circuit, State of Illinois.

The parties wish to memorialize the compensation and understanding of the agreement for Michael Rowland to act as Assistant or "Special" Public Defender.

The Parties understand an agree that this Agreement conveys no express or implied contractual right to continued work and that Michael Rowland will serve as the Assistant or "Special" Public Defender of Franklin 'at the will' of Franklin County Public Defender and the Circuit Judges of the Second Judicial Circuit of the State of Illinois and may be terminated at anytime by the Franklin County Public Defender or the Circuit Judges of the Second Judicial Circuit with or without cause.

II. Terms:

- A. For in exchange of payment by Franklin County to Michael Rowland of the sum of Two-Thousand Eight Hundred Thirty-Three Dollars and Thirty-Four Cents (\$2,833.34) per month, Michael Rowland agrees to represent all indigent persons in the Franklin County Court system to which he is appointed by any judge in the Franklin County Court System.
- **B.** The length of this agreement shall be for a period of Thirty-Six (36) months with the term being deemed to have commenced on October 3, 2016, unless Michael Rowland's appointment is terminated by the Franklin County Public Defender or the Circuit Judges of the Second Judicial Circuit, at which time this agreement shall be immediately terminated.
- C. In the event that Michael Rowland is terminated as Assistant or "Special" Public Defender by the Franklin County Public Defender or the Circuit Judges of the Second Judicial Circuit prior to the expiration of the Thirty-Six (36) month term of this agreement, then Franklin County shall have no obligation to pay Michael Rowland any compensation after the effective date of said termination, except for money owed under this agreement for work performed prior to termination, and Michael Rowland hereby waives any claim that he may have for compensation under the this agreement after the effective date of said termination.

III. Miscellaneous:

That Michael Rowland states that he is an attorney licensed to practice law in the State of Illinois and the his law license is in "good standing" with the Illinois State Bar.

That Michael Rowland agrees to accept all appointments made by said judges except for appointments made which create actual 'conflicts of interest' so that Michael Rowland cannot ethically represent said person. Any actual 'conflicts of interest' that come to attorney Michael

Rowland's attention shall be immediately reported to the Resident Circuit Judge of Franklin County or otherwise brought before the court's attention so that arrangements can be made for the appointment of other counsel.

That Michael Rowland shall immediately report to the Resident Judge of Franklin County any change in the status of his law license while serving as the Assistant or "Special" Public Defender of Franklin County.

Attorney Michael Rowland will serve as an Assistant or "Special" Public Defender on an independent contractor basis and shall be entitled to **no** additional benefits or compensation other than the compensation as set forth herein. In addition, the county is under no obligation to provide office space, office supplies, legal research materials, secretarial services or malpractice insurance to Attorney Michael Rowland and Attorney Michael Rowland understands and acknowledges that he is serving in the position as an Assistant or "Special' Pubic Defender on an independent contractor basis. Attorney Michael Rowland is free to pursue a private practice of law, but shall maintain his schedule so that he is routinely available to appear in court and represent persons to which he has been appointed.

In the event that the County provides to Attorney Michael Rowland any office space, supplies, or other services which are not obligated under this agreement, the County is doing so on a voluntary basis and the future provision of the same shall not be binding on the County.

In the event that Attorney Michael Rowland, based on his professional review of the case, believes that expert consultation, witnesses, or other expenses are necessary to perform his duties for a particular client, he shall report said necessity to the court for approval of these additional expenses and shall not obligate the county to expenses without court approval.

Attorney Michael Rowland, although nominated by the Franklin County Public Defender, shall have no affiliation with the Franklin County Public Defender in the handling of his cases and shall assure that his files are kept separate from the Franklin County Public Defender and any other assistant or "special" public defenders and shall to take steps as is necessary to avoid any conflicts of interests between the Franklin County Public Defender and the Assistant or "Special"

Public Defenders.

Either party may terminate the term of this agreement by providing the other party 30 days written notice at the address listed below their signature lines.

IV. Severability:

In the event that any part of this agreement is declared unenforceable or invalid, the remainder shall continue to be valid and enforceable.

Entered into freely and voluntarily on this 18 14 day of Oct., 2016.

Franklin County,

By:

Randall Crocker, Chairman Franklin County Board 202 West Main Street

Benton, IL 62812

Attorney Michael Rowland,

Michael Rowland, Attorney at Law

301 South Victor Street

Christopher, Illinois 62822

Pamela J. Smith, Chief Deputy • Glenda Doyle, Teri Woolard, Amy Sileven - Deputies

September 29, 2016

To:

Randall Crocker, Chairman

Franklin County Board

From: John Gulley

Franklin County Treasurer

Re:

Illinois Association of County Officials Fall Conference

Please allow this memo to serve as my formal request for permission to receive travel reimbursement to attend the Illinois Association of County Officials fall conference in Peoria, IL, November 14-16, 2016.

The cost of attending the meeting and conference—including conference registration, hotel accommodations, and mileage—will be approximately \$635.00.

Thank you in advance for your consideration.

AGREEMENT No. 2016-11

REQUEST TO DONATE ABANDONED PROPERTY PURSUANT TO 765 ILCS 1030/3

Now comes Franklin County Sheriff Don Jones pursuant to 765 ILCS 1030/3, requesting authority from the Franklin County Board to donate abandoned property valued less than \$100 to the Benton Ministerial Alliance, a charitable organization that is currently registered in the State of Illinois and stated the following in support thereof:

- 1. That the Franklin County Sheriff's Department has conducted an inventory of assets in its property storage barn and has determined that certain items in said barn have a value of less than \$100. A list of said items are attached to this request and are incorporated by reference hereto.
- 2. That a search for the owners of said property has not revealed the identities of the owners and all of the listed property has been held by the Franklin County Sheriff's Department in excess of six (6) months.
 - 3. That the interest of the public would be best served by donating said items to charity.
- 4. That I have contacted the Benton Ministerial Alliance, a charitable organization listed with the State of Illinois, and they are interested in the prospect of the items being donated to them for distribution to area children.

Wherefore, I ask for the Franklin County Board to grant my office the authority to donate the items listed herein to the Benton Ministerial Alliance, or other charitable organization listed with the State of Illinois.

Respectfully Submitted

Franklin County Sheriff

Don Jones

Approval of Request

The request of Sheriff Don Jones to donate items valued at less than \$100 to a charitable organization listed with the State of Illinois is hereby approved. Sheriff Don Jones is granted authority, pursuant to 765 ILCS 1030/3, to donate the items listed to charity.

Randall Crocker, Chairman

Passed and approved by a majority of board members of <u>Oct. 18</u>, 2016.

Greg Woolard, Franklin County Clerk

April 2015 Barn Inventory

Section F

- 1 Red boys MCXDXR 21 inch bicycle no tag
- 1 Red & Silver boys Shocker Next 21 inch bicycle no tag
- 1 Blue boys Puch Park Avenue bicycle no tag
- 1 Black boys Roadmaster All Terrain bicycle no tag
- 1 Blue boys Huffy Mega max bicycle no tag
- 1 Gray & Purple girls Huffy Stone Mountain II bicycle no tag
- 1 Green boys Mongoose Fuzz Unlimited bicycle no tag
- 1 Silver boys Dyno bicycle no tag
- 1 Blue boys Mongoose SR75 bicycle no tag
- 1 Blue & Silver boys Mongoose Outer Limit bicycle no tag
- 1 Silver boys Mongoose Hoop D bicycle no tag
- 1 Green boys Schwinn Voyager bicycle no tag
- 1 Yellow boys Kent Super 24 bicycle no tag
- 1 Blue girls Murray 10 speed bicycle no tag
- 1 Black & Yellow boys Jeep Comanche bicycle no tag
- 1 Black boys Roadmaster Mt. Fury bicycle no tag
- 1 Blue boys Next Tiara bicycle no tag
- 1 Black & Silver boys Huffy Santa Fe bicycle no tag
- 1 Gray Camouflage boys Schwinn 10 speed bicycle Case #L991501 (12-12-99)
- 1 Purple girls Schwinn mountain bike case #L991501 (12-12-99)
- 1 Yellow & Black boys Bulge Next bicycle case #A04-0222 (01-29-04)
- 1 Red boys BMX Mongoose Outer Limit bicycle case #06-1169 (07-27-06)
- 1 Silver & Red boys Mongoose bicycle case #10-1116 (07-24-10)
- 1 Brown & White boys Mongoose Rebel bicycle case #11-0947 (06-06-11)
- 1 Gray boys Mongoose Rebel bicycle case #11-1777 (10-04-11)
- 1 White & Red boys Performer GT bicycle case #12-0161 (01-24-12)
- 1 Blue boys Schwinn bicycle case #12-0161 (01-24-12)
- 1 Gray boys Roadmaster Mt. Sport bicycle case #12-1314 (07-02-12)
- 1 Blue boys Schwinn Blowout bicycle case #12-1575 (08-01-12)
- 1 Gray & Orange boys Trek 820 bicycle Hold for Jefferson Co case #12-2452 (12-07-12)
- 1 Black & White boys Genesis V-2100 bicycle Case #14-1487 (07-15-14)
- 1 Red & Black boys MGXDXR bicycle faded tag unreadable

TO: FRANKLIN COUNTY TREASURER FROM: FRANKLIN COUNTY CLERK

RE: SEPTEMBER, 2016

The following fees were received from the Franklin County Clerk during the month of September 1, 2016. As per the Revised Illinois State Statutes, the fees were submitted to the Franklin County Treasurer.

Recording & Filing Fees less: \$ 4.00 per instrument fee less: \$19.00 per instrument fee Sub-Total for Recording & Filing Fees RHSP - County \$.050 per instrument fee RHSP - IDOR \$9.00 per instrument fee Real Estate Stamps	22,133.00 1,928.00 9,158.00 11,047.00 204.00 3,672.00 6,026.25
Assumed Name Cert Birth, Marriage, Death & Rec. Copy Services Marriage Licenses / Civil Union Miscellaneous Notary Tax Redemption Fee (22) Cash Drawer	15.00 2,464.00 3,180.50 1,440.00 172.00 10.00 880.00 (6.00)
Vital Records Cert Death Record: $34 \times 4 = 1$. Marriage Families Domestic Violence Fund: $48 \times 5 = 1$. Rental Housing Support Program Fund IDOR: $408 \times 9 = 3,672$ ef. training	240 fee acct. check #1317 (240.00)
#341 - County Clerk Fees	\$25,056.75
19-371 - \$4.00 per instrument and/or micro-filming (59-352 - \$19.00 per instrument GIS (482 documents) - \$0.50 per instrument Clerk County (483 documents)	9,158.00
59-352 - Approval of Legal Description 322 - Liquor License	75.00 2,420.00
Sub-Total	\$38,841.75
Adjustments:	
9/16/2016 statement Returned Check: from Christine Lample	ey (81.00)
9/19/2016 statement Returned Check: from Jacqueline Shepara	d (24.00)
Adjustments sub-total:	(105.00)

Page 2

TO:

FRANKLIN COUNTY TREASURER

FROM:

FRANKLIN COUNTY CLERK

RE:

SEPTEMBER, 2016

#361 - Interest Accrued for September, 2016

Fee Account

\$ 9.70

Tax Redemption

\$ 14.00

TOTAL RECEIVED BY THE COUNTY CLERK

\$38,760.45

Fee Account - Check #1318

\$37,866.45

Tax Account - Check #3180

\$ 894.00

TOTAL FEES SUBMITTED OCTOBER, 2016

TO THE FRANKLIN COUNTY TREASURER -

\$38,760.45

Franklin County Sheriff's Fees County Board Report December 2015 through November 2016

> 10/17/16 Accrual Basis

11:47 AM

TOTAL	47,876.86 26,453.00 40,808.30 1,955.00 1,252.30 156.50 29,245,98 154.00	75.00	154,950.17	155,054.17	-6,317.23
Nov 16	00.0	0.00	00.0	0.00	0.00
Oct 16	546.00 600.00 0.00 135.00 0.00 2,473.17 0.00 80.00	3,834.17	13,310.34	13,310.34	-9,476.17
Sep 16	3,358.00 3,000.00 3,753.50 160.00 0.00 3,003.84 0.00 40.00 10.00	13,325,34	10,009.94 0.00		3,315.40
Aug 16	4,121.50 600.00 3,706.14 344.00 1,252.30 0.00 0.00 0.00	10,063.94	18,798.74 54.00	18,852.74	-8,788.80
Jul 16	7,723.48 3,000.00 4,929.31 100.00 0.00 2,911.95 54.00 60.00	18,798.74	11,290.74	11,290.74	7,508.00
Jun 16	2,236.50 1,800.00 4,237.64 135.00 0.00 2,836.60 50.00 40.00	11,340.74	18,181.73	~	-6,890.99
May 16	5,066.84 4,200.00 6,119.43 146.00 50.00 2,539.46 0.00 60.00	18,181.73	11,418.88	11,418.88	6,762.85
Apr 16	2,520.98 1,800.00 3,707.12 175.00 0.00 3,065.78 0.00 140.00	11,418.88	17,376,16	17,376.16	2,357.68
Mar 16	8,007,44 3,000.00 3,048.68 195.00 51.00 3,024.04 0.00 40.00	17,376.16	104	3 303 00	li b.li
Feb 16	7,374.62 1,200.00 2,369.25 190.00 0.00 2,834.20 100.00 5.00 5.00 5.00 5.00	14,073.07	14,607.25	-534.18	
Jan 16	3,203.00 6,653.00 4,445.75 115.00 0.00 55.50 0.00 50.00 80.00 5.00	67:/00/+	0.00	-1,109,67	
Dec 15	3,718.50 600.00 4,491.48 260.00 0.00 6,556.94 15,716.00	20.00	0.00	5,550.52	
Income 4000 · Civil Process Fees 4100 · Sheriff Sales 4200 · Court Fees Earned 4300 · Report Copy 4400 · DOC Travel 4500 · Mittimus Fee 4600 · Inmate Phone Fees 4700 · ATTACHMENT 4800 · FINGERPRINT FEES 4900 · MISCELLANEOUS FEES Total Income Expense 5000 · Franklin County Treasurer 5100 · Refunds Total Expense					

Bond Account
County Board Report
December 2015 through November 2016

11:38 AM 10/17/16 Accrual Basis

TOTAL	56,082,00 2,150,00 111,306,00 17,532,00 -1,460,66 -62,887,00 -2,300,00	15,020,25 100,397,00 45,00 165,66 115,627,91 4,794.43
Nov 16	0.00 0.	0.00
Oct 16	1,675.00 450.00 5,265.00 2,522.00 0.00 -2,250.00 450.00 7,212.00	9999101 61
Sep 16	8,790.00 300.00 8,740.00 -300.00 -3,940.00 -300.00 7,307.60	0000101-
Aug 16	4,800.00 8,254.00 2,551.75 0.00 -4,800.00 0.00 10,805.75	0.00 7,925.00 0.00 79.67 8,004.67 2,801.08
Jul 16	6,725.00 9,020.00 2,300.00 -6,725.00 -150.00 11,320.00	2,620.00 8,700.00 0.00 11,320.00
Jun 16	4,730.00 150.00 7,620.00 2,160.00 -4,730.00 -150.00 9,780.00	2,400.00 7,700.00 0.00 0.00 10,100.00
May 16	4,565.00 150.00 19,055.00 2,138.25 0.00 -5,265.00 -150.00 20,493.25	2,378.25 17,775.00 20.00 0.00 20,173.25 320.00
Apr 16	4,025.00 800.00 19,255.00 -280.00 0.00 -7,400.00 -800.00 15,600.00	0.00 15,900.00 0.00 0.00 15,900.00
Mar 16	4,395.00 0.00 4,570.00 -260.00 0.00 -4,950.00 0.00 3,755.00	0.00 6,105.00 0.00 0.00 6,105.00
Feb 16	11,100.00 0.00 13,520.00 2,320.00 0.00 -11,100.00 -15,690.00	0.00 10,475.00 0.00 0.00 10,475.00 5,215.00
Jan 16	3,127.00 150.00 12,482.00 2,020.00 41,74 4,127.00 -150.00 13,543.74	0.00 10,947.00 25.00 85.99 11,057.99
Dec 15	2,150.00 0.00 3,525.00 2,360.00 -1,520.00 -1,600.00 4,915.00	4,860.00 2,525.00 0.00 0.00 7,385.00
Income	4000 · Out of County Bond Receipts 4010 · No Files 4040 · Credit Card Bond 4200 · Processing Fee 4300 · Reimbursements 5000 · Disbursements No Files 7010 · Disbursements No Files Total Income Gross Profit Expense	5200 · Franklin County Treas Proc 5500 · Franklin County Circuit CIK 5600 · Misc Refund 5700 · Misc Expense Total Expense

Plans are being made to move all employees out of the Annex Building located on 202 W. Main, due to deteriorating condition of the Franklin County Annex Building and imminent needs for suitable office space for Franklin County Governmental functions.

- 1. Park Street Building....The first move will be for the Emergency Management Agency to move to the building located at 401 E. Park Street, Benton. Most of the work to be done at that building will be cosmetic, other than the need to upgrade the bathroom area, and will include the following:
 - Check attic for wet/damaged insulation
 - Replace small area in ceiling in hall and paint hall
 - Repair ceiling in all other areas of the building and paint
 - Fix/repair/replace front door
 - Tile area in reception area in front of door
 - Remove sink/cabinets/wall cabinets/small containers on walls and repair areas (carpet tiles?)
 - Repair/replace exit lights/smoke detectors
 - Repair/replace wall paper areas
 - Check air conditioner/heat
 - Upgrade the bathroom

It is our goal to have the EMA working out of this location by November 4th, 2016.

2. Our next step will be to move Regional Office of Education, Election Office, County Board Office, GIS, Board of Review, and Supervisor of Assessment offices by April 15th, 2017, to the Campbell Building. This is contingent upon securing the financing to remodel part of the ground floor of the Campbell Building. The financing we are seeking to do this step, will rely upon the re-financing of an existing obligation for the county budget.

The final plans for the remodeling of the Campbell Building are indefinite at this time.

RESOLUTION FOR EMERGENCY RENOVATIONS TO FRANKLIN COUNTY FACILITIES ("THE CAMPBELL BUILDING")

WHEREAS, the Franklin County Board has an obligation under the Illinois Counties Code, 55 ILCS 5/5-1106, to provide county buildings and facilities which are sufficient and suitable for the operations of county government and to meet the needs of the citizens of Franklin County;

WHEREAS, the Franklin County Board, over the past several decades, has continued to pay large sums of moneys for repairs and maintenance of certain structures, which include the buildings known as the Franklin County Annex Building which houses the Franklin County Supervisor of Assessments, the Regional Superintendent of Schools, the Franklin County Election Office, Franklin County Emergency Management, and the Franklin County Board Secretary; and the Franklin County Courthouse;

WHEREAS, recent and continued problems with these facilities, including, but not limited to, sewer and air quality problems, as well as ongoing infestations of roaches at the Franklin County Annex Building, the failing of the cooling systems at the Franklin County Courthouse, the general outdated spaces in both buildings which are not sufficiently accessible to the employees or public, and do not meet today's needs for efficient and effective operation, have caused interruptions of government operations and have caused an emergency need for the Franklin County Board to take action in accordance with its duties and powers under the Illinois County Code 55 ILCS 5/5-1005; 55 ILCS 5/5-1106 and 55 ILCS 5/5-1022;

WHEREAS, the costs of maintenance and repairs to these facilities have caused ongoing financial strains on the budgets of Franklin County and the Franklin County Board has determined that the best and most financially efficient method in which to begin to alleviate the immediate needs of Franklin County for suitable facilities is to renovate the space located across from the Franklin County Courthouse known as the Campbell Building by procuring proposals for the design and development of the Campbell Building for suitable and accessible office space;

WHEREAS, the Franklin County Board finds that the Franklin County Annex Building can no longer meet the needs of the Franklin County citizens and it is a matter of immediate and emergency necessity that steps be taken by the Franklin County Board to assure that the citizens of Franklin County have facilities to replace the Franklin County Annex Building this finding is made in accordance with 55 ILCS 5/5-1022, "Competitive Bids", of the Illinois Counties Code;

WHEREAS, the Franklin County Board finds that the county's existing needs for adequate office and court space will not be completely met by the Campbell Building renovation project as described in this resolution, but believes that the action detailed herein is the best, short term option for the citizens of Franklin County based on the county's urgent needs, and limited available finances;

WHEREAS, the Franklin County Board, having due regard for the need for competitiveness in the process of procurement of services, materials, supplies, and contracts for the renovations to the Campbell Building, and having balanced this need with the emergency state of the condition of the Franklin County facilities, finds that the solicitation of a comprehensive Request for Proposal (RFP) for the design and development of said structure by publication in a newspaper of general circulation in the county one (1) time per week for three (3) consecutive weeks and publication of the RFP on the Franklin County Government web-site will be the most effective means in which to assure that the emergency needs of the county are met and that competition for the contract or contracts for renovations will be achieved;

WHEREAS, the Franklin County Board desires to authorize the Chairman of the Board to solicit Request For Proposals as stated herein and to draft a comprehensive RFP for the design and development of project known as the Campbell Building;

WHEREAS, the Franklin County Board desires that the Request for Proposal detail, at a minimum, the urgent needs of the county for an immediate renovation of the facility with timelines for the commencement and completion of work, the total estimated budget for the project, details for the adequacy and completeness of the design and build, qualifications and references of all entities involved in the development of the design and in completion of the building renovations, statement that Franklin County and all entities preforming work on the project are and will be Equal Opportunity Employers, shall invite submission of proposals from minority and women owned businesses, shall notify that the project is "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., and shall allow Franklin County Board to accept the lowest, responsible bid that is best suited for the needs of Franklin County or reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED AND DECREED, by the Franklin County Board as follows:

1. The Chairman of the Board shall prepare a Request for Proposal (RFP) for the design and development of the Campbell Building into suitable office space to alleviate the emergency needs of Franklin County as stated in this resolution;

- 2. That the Request for Proposal shall be published in a newspaper of general circulation in Franklin County one (1) time per week for three (3) consecutive weeks and shall be posted throughout that period on the county's website; In addition, the Franklin County Board Chairman may send the Request For Proposal directly to other persons or entities at his discretion;
- 3. That all proposals shall be submitted under seal and shall be opened not less than 15 days nor more than 28 days after the date of the last day of publication in the local newspaper at a regular or special meeting of the Franklin County Board; thereafter, the Franklin County Board may select one or more proposals which appear to be the lowest, responsible and best suited for the needs of the county; thereafter, the county may conduct further evaluation of the proposals and proposers by interviewing proposed teams, negotiating for the needs of the county and may accept or reject proposals based on the board's further evaluation of the qualifications, references, abilities and suitability of the proposer and their proposals.
- 4. The County may require a bond in the amount of the proposal to be posted by the proposer at any time prior to the acceptance of the proposal or entering into any final agreement with any agreed upon surety, conditioned for the faithful performance of the contract, as the county board my determine.
- 5. The County shall require any successful proposer to furnish insurance of a character and amount to be determined by the county board, protecting the board, its members, employees and the county against any claims for personal injuries (including death) and property damage that may be asserted as a result of the work to be performed under the agreement.
- 6. The total budget for the project shall not exceed 500,000. output unless further authorization is obtained from the Franklin County Board.
- 7. This resolution does not give rise to any contractual or other rights to any person or entity which may submit or consider submission of a proposal and the county has the right to reject any and all bids.
- 8. In the event that any part of this resolution is found to be invalid then the remaining portions of this resolution shall survive.

portions of	this resolution shall survive.	
	SSED AND APPROVED at the special may of <u>Octo Bez</u> , 2016. Greg Woolard, Franklin County Clerk	Randall Crocker, Chairman
YEAS NAYS ABSENT		