

NOVEMBER 25, 2019

OFFICIAL PROCEEDINGS

St. Clair County Board Meeting



COUNTY BOARD MEETING – November 25, 2019

1. Invocation – Tom Holbrook, County Clerk
2. Pledge of Allegiance
3. Call to Order – Chairman Mark A. Kern
4. Roll Call by Tom Holbrook, County Clerk; Present - 28; Absent - 1
Absent –Mrs. McIntosh
(The Chairman noted that Mrs. McIntosh is excused.)
5. Public Participation
Ed Miller, 1814 West Boulevard, stated that he is concerned about a property at 1815 W. Boulevard. He believes it is a hazard and needs to be inspected by the County.
Chairman Kern stated the owners live in Texas and they are having a hard time serving them.

Sandy Hildebrandt from the Stoplight Committee for Scott-Troy Road and Old Vincennes Trail read a statement from the Committee. She wants this matter to be brought to several committees in the County and that the County Board Members from the area affected get more involved.

Particia Landry, 322 Isabell Street, Cahokia, voiced her concerns over what she felt was the extremely high taxation of the residents of Cahokia.

Grace Jacobs commented on what a great community Cahokia is to live in.

David Young spoke in favor of his zoning request for a Firearms Training facility.
6. Approval of Minutes of October 28, 2019 Meeting
Motion to Approve
J. West - made.
L. Mosley – seconded M/C – RC Unanimous
7. Reports & Communications from the Chairman
 1. Publication of the Calendar Year 2020 Budget in Advance of Final Action
Chairman Kern noted that the FY 2020 Budget is available on the Website and in the County Board Office for public inspection.
 2. Recognition of the Girl Scouts of Southern Illinois Governor's Hometown Service Award
A standing ovation and round of applause followed.

3. Reappointment – Commissioners - Park Grant Commission – Jerry Albrecht, Michael Todd, Herbert Simmons, Thomas Schrag, Irma Golliday and Richard Battas

Motion to Approve

J. West - made.

P. Seibert – seconded M/C – RC Unanimous

8. Miscellaneous Reports
Motion to Receive and Place on File
S. Tieman – made
R. Mosley, Jr. - seconded

M/C - RC - Unanimous

9. Committee Reports

a. Environment Committee:

1. Report

Motion to Approve 9-a-1

J. West - made

S. Tieman - seconded M/C - RC - Unanimous

2. Ord.#19-1223 - All Townships — Amending Chapter 40 of the Revised Code of Ordinances Regarding Adult-Use Cannabis Regulations - Grant

Motion to Approve 9-a-2

J. West - made

J. Moll - seconded M/C - RC - Unanimous

3. Res. #2491-19-RZ – Sugarloaf Township – Request for Planned Unit Development to Allow Commercial Truck and Golf Cart Sales – Applicant SLD Enterprises - Owner Middendorf Industrial Group – Grant

Motion to Postpone 9-a-3

J. Chartrand - made

S. Gomric - seconded M/C - RC - Unanimous

4. Res. #2492-19-RZ – O’Fallon Township – Request for a Planned Unit Development to Allow a Firearms Training Facility at 10000 Rieder Road in Lebanon – Applicant David Young- Owner Kenneth and Joely Landreth – Deny

Motion to Deny 9-a-4

J. West - made

N. Miller - seconded M/C - RC - Unanimous

5. Ord. #19-1224 - Amending Chapter 7 of the Revised Code of Ordinances - Building Regulations, Residential Permit Fees and Commercial and Industrial Fees

Motion to Approve 9-a-5

J. West - made

B. Allen - seconded M/C - RC - Unanimous

6. **Ord. #19-1225 - Amending Chapter 7 of the Revised Code of Ordinances - Building Regulations and Energy Conservation Code Residential**

Motion to Approve 9-a-6

J. West - made

J. Chartrand - seconded

M/C - RC - Unanimous

7. **Ord. #19-1226 - Amending Chapter 7 of the Revised Code of Ordinances - Building Regulations and Energy Conservation Code Commercial**

Motion to Approve 9-a-7

J. West - made

J. Moll - seconded

M/C - RC - Unanimous

b. Finance Committee:

1. **Treasurer's Monthly Report**

Motion to Approve 9-b-1

M. Crawford – made

R. Vernier – seconded

M/C – RC- Unanimous

2. **Treasurer's Report of Funds Invested**

Motion to Approve 9-b-2

M. Crawford – made

R. Vernier – seconded

M/C – RC- Unanimous

3. **Approval of St. Clair County Benefits for Medical and Vision (UMR), Dental (Delta Dental), and Stop Loss (Berkley Company) for FY2020 as Recommended by Hays Company**

Motion to Approve 9-b-3

M. Crawford – made

R. Vernier – seconded

M/C – RC- Unanimous

4. **Approval for Central Services to Purchase a Vehicle for the Assessor's Office in the Amount of \$25,261.00**

Motion to Approve 9-b-4

M. Crawford – made

J. West – seconded

M/C – RC- Unanimous

5. **Approval of a Memorandum of Understanding for Secondary St. Clair County Deputy Sheriffs Between Bi-State Development Agency of the Missouri-Illinois Metropolitan District and St. Clair County on Behalf of the St. Clair County Sheriff's Department**

Motion to Approve 9-b-5

M. Crawford – made

J. West – seconded

M/C – RC- Unanimous

6. Approval of Expense Transfer to Create 2019 Appropriation for Outer County Probation

Motion to Approve 9-b-6

M. Crawford – made

R. Vernier – seconded

M/C – RC- Unanimous

7. Salary Claims

Motion to Approve 9-b-7

M. Crawford – made

J. Chartrand – seconded

M/C – RC- Unanimous

8. Expense Claims – Claims Subcommittee

Motion to Approve 9-b-8

M. Crawford – made

L. Mosley – seconded

Roll Call Vote: Motion carried with 27 Ayes and 1 Abstention with Mr. Miller Abstaining.

c. Judiciary Committee:

1. Review and Possible Release of Executive Session Minutes

Motion to Approve 9-c-1

R. Mosley, Jr. – made

W. Dancy – seconded

M/C – RC- Unanimous

d. Management Information Systems Committee:

1. Approval of an Agreement with Pictometry International Corp. for Color Digital Orthophotography for a Cost of \$69,300.00 to be Paid Over Three Years

Motion to Approve 9-d-1

J. West – made

R. Meile – seconded

M/C – RC- Unanimous

2. Approval of an Agreement with Pictometry International Corp. for GSD Oblique Imagery for a Cost of \$202,294.00 to be Paid Over Three Years

Motion to Approve 9-d-2

R. Mosley – made

S. Reeb – seconded

M/C – RC- Unanimous

3. Approval of a FMS Software Upgrade Agreement in the Amount of \$30,000.00 to be Paid in Three (3) Installments

Motion to Approve 9-d-3

R. Meile – made

R. Mosley, Jr. – seconded

M/C – RC- Unanimous

4. **Approval of a Web Development Proposal from SteadyRain for a Total Cost Not to Exceed \$38,040.00**

Motion to Approve 9-d-4

R. Meile – made

P. Seibert – seconded

M/C – RC- Unanimous

5. **Approval of DevNet Property Tax Software, wEdge and Vital Records License, Maintenance and Support in the Amount of \$497,059.76 Payable Over Five (5) Years**

Motion to Approve 9-d-5

R. Meile – made

S. Tieman – seconded

M/C – RC- Unanimous

e. **Transportation Committee**

1. **Res. #2493-19-RT – Granting the Village of Sauget Permission and Authority to Access St. Clair County Right-of-Way Along Curtiss- Steinberg Road, County Highway 97**

Motion to Approve 9-e-1

W. Dancy – made

R. Vernier – seconded

M/C – RC- Unanimous

2. **Ord. #19-1227 – Amending the Revised Code of Ordinances C. H. 70, Old Collinsville Road from Frank Scott Parkway East, County Highway 95, North to Columbia Drive**

Motion to Approve 9-e-2

R. Vernier – made

B. Allen – seconded

M/C – RC- Unanimous

3. **Res. #2494-19-RT – Expediting the Issuance or Approval of Permits by St. Clair County for the Village of Millstadt**

Motion to Approve 9-e-3

R. Vernier – made

M. O'Donnell – seconded

M/C – RC- Unanimous

4. **Res. #2495-19-RT – Appropriating \$3,890,219.00 in MFT Funds for Expenditure on Maintaining Streets and Highways in Accordance with the Illinois Highway Code for Calendar Year 2020**

Motion to Approve 9-e-4

R. Vernier – made

W. Dancy – seconded

M/C – RC- Unanimous

f. **Trustee Committee:**

1. **Res. #2496-19-R – Delinquent Taxes**

Motion to Approve 9-f-1

L. Mosley – made

R. Mosley, Jr. – seconded

M/C – RC - Unanimous

2. Approval of Extension Requests

Motion to Approve 9-f-2

L. Mosley – made

J. Haywood – seconded

M/C – RC - Unanimous

10. Grants Payroll and Expenses

Motion to Receive and File

J. West– made

S. Gruberman – seconded

M/C – RC – Unanimous

11. County Health Department Report

Motion to Receive and File

J. West – made

J. Moll– seconded

M/C – RC - Unanimous

12. Department of Revenue Report

Motion to Receive and File

S. Gruberman – made

P. Seibert– seconded

M/C – RC - Unanimous

13. Comments by the Chairman

Executive Session - Pending Litigation / Workers Compensation

Motion to go into Executive Session to discuss Workers' Compensation settlement at 8:13 p.m. Chairman Kern noted the same roll call. Also in attendance were States Attorney Jim Gomric, Assistant States Attorney Chris Allen, Frank Bergman and Attorney Rod Thompson.

J. Dinges – made

J. Haywood – seconded

M/C – RC- Unanimous

Motion to return to Regular Session at 8:16 p.m. with Chairman Kern noting the same roll call.

J. Dinges – made

J. Haywood – seconded

M/C – RC- Unanimous

Motion to approve the settlement of workers' compensation claim filed by Jeffrey Radford for dates of injury 11/20/17 and 9/4/18 causing permanent disability to the Employee's arms, legs and body as a whole for which Employee claims he was permanently and totally disabled from performing any gainful employment in the open labor market, resulting in a monetary payment of \$150,000.00. The Board also authorizes counsel to present said settlement to an Arbitrator of the Illinois Workers' Compensation Commission, the Board hereby authorizes payment of the settlement to the Employee through his attorney.

M. Crawford – made

J. Haywood – seconded

M/C – RC - Unanimous

14. Approval of a Contract with JANUS Associates

R. Mosley – made

S. Reeb – seconded

M/C – RC - Unanimous

15. Any other Pertinent Business

16. Adjournment

There being no further business, a motion was made by S. Tieman, seconded by J. Waldron that the Board stand adjourned until Monday, December 16, 2019 at 7:30 p.m., for the Statutory December Meeting, and to convene in the County Board meeting Room B-564, 10 Public Square, Belleville, Illinois, when it will be the pleasure for all to attend. Motion carried unanimously.

**THOMAS HOLBROOK, COUNTY CLERK AND
EX-OFICIO CLERK OF THE COUNTY BOARD**

JUDICIARY COMMITTEE



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623
(618) 277-6600 Ext. 2201 • FAX: 825-2740

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

District 1
ROBERT L. ALLEN, JR.

District 2
JOAN I. MCINTOSH

District 3
WILLIE L. DANCY

District 4
NICHOLAS J. MILLER

District 6
ROY MOSLEY, JR.

District 7
ED COCKRELL

District 8
KEN EASTERLEY

District 9
C. RICHARD VERNIER

District 10
PAUL SEIBERT

District 11
JERRY J. DINGES

District 12
SUSAN GRUBERMAN

District 13
STEPHEN E. REEB

District 14
ROBERT J. TRENTMAN

District 15
JOHN W. WEST

District 16
JUNE CHARTRAND

District 17
STEVEN GOMRIC

District 18
MATT SMALLHEER

District 19
JANA MOLL

District 20
KEVIN DAWSON

District 21
DEAN PRUETT

District 22
MICHAEL O'DONNELL

District 23
RICHIE MEILE

District 24
MARTY T. CRAWFORD

District 25
JAMES HAYWOOD

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
JOHN WALDRON

COUNTY BOARD MEETING – November 25, 2019

1. Invocation
2. Pledge of Allegiance
3. Call to Order
4. Roll Call
5. Public Participation
6. Approval of Minutes of October 28, 2019 Meeting
7. Reports & Communications from the Chairman
 1. Publication of the Calendar Year 2020 Budget in Advance of Final Action
 2. Recognition of the Girl Scouts of Southern Illinois Governor's Hometown Service Award
 3. Reappointment – Commissioners - Park Grant Commission – Jerry Albrecht, Michael Todd, Herbert Simmons, Thomas Schrag, Irma Golliday and Richard Battas
8. Miscellaneous Reports
9. Committee Reports
 - a. Environment Committee:
 1. Report
 2. Ord.#19-1223 - All Townships — Amending Chapter 40 of the Revised Code of Ordinances Regarding Adult-Use Cannabis Regulations - Grant
 3. Res. #2491-19-RZ – Sugarloaf Township – Request for Planned Unit Development to Allow Commercial Truck and Golf Cart Sales – Applicant SLD Enterprises - Owner Middendorf Industrial Group – Grant
 4. Res. #2492-19-RZ – O'Fallon Township – Request for a Planned Unit Development to Allow a Firearms Training Facility at 10000 Rieder Road in Lebanon – Applicant David Young- Owner Kenneth and Joely Landreth – Deny

5. Ord. #19-1224 - Amending Chapter 7 of the Revised Code of Ordinances - Building Regulations, Residential Permit Fees and Commercial and Industrial Fees
6. Ord. #19-1225 - Amending Chapter 7 of the Revised Code of Ordinances - Building Regulations and Energy Conservation Code Residential
7. Ord. #19-1226 - Amending Chapter 7 of the Revised Code of Ordinances - Building Regulations and Energy Conservation Code Commercial

b. Finance Committee:

1. Treasurer's Monthly Report
2. Treasurer's Report of Funds Invested
3. Approval of St. Clair County Benefits for Medical and Vision (UMR), Dental (Delta Dental), and Stop Loss (Berkley Company) for FY2020 as Recommended by Hays Company
4. Approval for Central Services to Purchase a Vehicle for the Assessor's Office in the Amount of \$25,261.00
5. Approval of a Memorandum of Understanding for Secondary St. Clair County Deputy Sheriffs Between Bi-State Development Agency of the Missouri-Illinois Metropolitan District and St. Clair County on Behalf of the St. Clair County Sheriff's Department
6. Approval of Expense Transfer to Create 2019 Appropriation for Outer County Probation
7. Salary Claims
8. Expense Claims – Claims Subcommittee

c. Judiciary Committee:

1. Review and Possible Release of Executive Session Minutes

d. Management Information Systems Committee:

1. Approval of an Agreement with Pictometry International Corp. for Color Digital Orthophotography for a Cost of \$69,300.00 to be Paid Over Three Years
2. Approval of an Agreement with Pictometry International Corp. for GSD Oblique Imagery for a Cost of \$202,294.00 to be Paid Over Three Years
3. Approval of a FMS Software Upgrade Agreement in the Amount of \$30,000.00 to be Paid in Three (3) Installments
4. Approval of a Web Development Proposal from SteadyRain for a Total Cost Not to Exceed \$38,040.00
5. Approval of DevNet Property Tax Software, wEdge and Vital Records License, Maintenance and Support in the Amount of \$497,059.76 Payable Over Five (5) Years

- e. Transportation Committee
 - 1. Res. #2493-19-RT – Granting the Village of Sauget Permission and Authority to Access St. Clair County Right-of-Way Along Curtiss- Steinberg Road, County Highway 97
 - 2. Ord. #19-1227 – Amending the Revised Code of Ordinances C. H. 70, Old Collinsville Road from Frank Scott Parkway East, County Highway 95, North to Columbia Drive
 - 3. Res. #2494-19-RT – Expediting the Issuance or Approval of Permits by St. Clair County for the Village of Millstadt
 - 4. Res. #2495-19-RT – Appropriating \$3,890,219.00 in MFT Funds for Expenditure on Maintaining Streets and Highways in Accordance with the Illinois Highway Code for Calendar Year 2020
- f. Trustee Committee:
 - 1. Res. #2496-19-R - Delinquent Taxes
 - 2. Approval of Extension Requests
- 10. Grants Payroll and Expenses
- 11. County Health Department Report
- 12. Department of Revenue Report
- 13. Comments by the Chairman
- Executive Session - Pending Litigation / Workers Compensation
- 14. Approval of a Contract with JANUS Associates
- 15. Any other Pertinent Business
- 16. Adjournment

November 25, 2019

Honorable Mark A. Kern, Chairman
St. Clair County Board
#10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

We, the Judiciary Committee, wish to report that the Minutes from the October 28, 2019 County Board meeting have been entered on record.

The Committee checked the minutes and recommend they be approved by this Honorable Body.

Respectfully submitted,

JUDICIARY COMMITTEE
St. Clair County Board



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623

(618) 277-6600 Ext. 2201 • FAX: 825-2740

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

District 1
ROBERT L. ALLEN, JR.

District 2
JOAN I. MCINTOSH

District 3
WILLIE L. DANCY

District 4
NICHOLAS J. MILLER

District 6
ROY MOSLEY, JR.

District 7
ED COCKRELL

District 8
KEN EASTERLEY

District 9
C. RICHARD VERNIER

District 10
PAUL SEIBERT

District 11
JERRY J. DINGES

District 12
SUSAN GRUBERMAN

District 13
STEPHEN E. REEB

District 14
ROBERT J. TRENTMAN

District 15
JOHN W. WEST

District 16
JUNE CHARTRAND

District 17
STEVEN GOMRIC

District 18
MATT SMALLHEER

District 19
JANA MOLL

District 20
KEVIN DAWSON

District 21
DEAN PRUETT

District 22
MICHAEL O'DONNELL

District 23
RICHIE MEILE

District 24
MARTY T. CRAWFORD

District 25
JAMES HAYWOOD

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
JOHN WALDRON

November 25, 2019

St. Clair County Board
#10 Public Square
Belleville, IL 62220

Members of the Board:

Since the following appointments shall be made by the Chairman of the St. Clair County Board with the approval of the Members of the County Board, I respectively submit the following appointments for your consideration and approval:

1. Members, St. Clair County Parks Grant Commission:

Reappointment of JERRY ALBRECHT to complete a one (1) year term effective immediately and expiring on December 1, 2020.

Reappointment of MICHAEL TODD to complete a one (1) year term effective immediately and expiring on December 1, 2020.

Reappointment of HERBERT SIMMONS to complete a one (1) year term effective immediately and expiring on December 1, 2020.

Reappointment of THOMAS SCHRAG to complete a one (1) year term effective immediately and expiring on December 1, 2020.

Reappointment of IRMA GOLLIDAY to complete a one (1) year term effective immediately and expiring on December 1, 2020.

Reappointment of RICHARD BATTAS to complete a one (1) year term effective immediately and expiring on December 1, 2020.

MARK A. KERN, Chairman
St. Clair County Board

MAK/dm

2019

CERTIFICATE OF RECOGNITION

2019

PRESENTED TO

GIRL SCOUTS OF SOUTHERN ILLINOIS

In recognition of the Summer of STEM Project

In St. Clair County

the County Board and the residents of St. Clair County
thank you for your commitment to the community and

congratulate you for being a Governor's Hometown Service Award recipient

BY THE COUNTY BOARD OF SAINT CLAIR COUNTY,

STATE OF ILLINOIS, THIS _____ DAY OF _____,

20 _____



MARK A. KERN, CHAIRMAN
ST. CLAIR COUNTY BOARD

TO: ST. CLAIR COUNTY BOARD

FROM: MARK A. KERN, Chairman
St. Clair County Board

SUBJ: Miscellaneous Reports

DATE: November 25, 2019

The following routine informational reports are by various department heads for you to receive and to have placed on file by voice vote; no other action being necessary:

Emergency Management Agency

The activities during the month of October / November 2019 were routine and the report of same will be placed on file in the County Board Office.

County Jail

The Jailer reports that prisoners for the period from October 23, 2019 through November 19, 2019 are an average of 362 prisoners per day. The report of same will be placed on file in the County Board Office.

Detention Home

The total population of the Detention Center for the period from October 18, 2019 through November 14, 2019 was 368 children, 354 boys and 14 girls. The report of same will be placed on file in the County Board Office.

This Miscellaneous Report will become a part of the County Board Meeting Minutes.



St. Clair County **Emergency Management Agency (EMA)**

110 West Washington • Belleville, IL 62220 • (618) 825-2683
(After hours (618) 277-3500) Fax# (618) 825-2750

Herbert Simmons
EMA Director

Report of Activities Emergency Readiness \ Public Safety Committee October \ November 2019

1. All monthly radio test were conducted no problems reported.
2. All outdoor warning sirens were tested no problems reported
3. Attended the ETSB board meeting
4. Attended conference in Springfield
5. Attended East-West Gateway board meeting
6. Hosted meeting with National Red Cross discussion on future preparedness plans
7. 9-1-1 service suffered multiple outages in both St. Clair and Madison County due to a fiber cut. This was identified and a backup solution was put in place until AT&T made the repair.
8. FEMA local site has been established in the County EOC, training has taken place and meetings with communities that were affected by flooding are being contacted by FEMA representatives.
9. Command Post was deployed to Columbia Illinois
10. Attended 9-1-1 Advisory board meeting
11. Attended East-West Gateway annual awards meeting in St. Louis
12. Staff attended NWS meeting
13. Motorola meeting with staff
14. ETSB meeting
15. STARCOM Radio 21 meeting
16. ITTF subcommittee meeting
17. AT&T contract meeting

Sincerely;

Herb Simmons

Herb Simmons
Director



Daily Peak Population Report

For Period Beginning on October 23, 2019 Through November 19, 2019 - Current Capacity: 418

Date	Population	Over/Under	Status
Wednesday, October 23, 2019	381	37	Under Capacity
Thursday, October 24, 2019	382	36	Under Capacity
Friday, October 25, 2019	367	51	Under Capacity
Saturday, October 26, 2019	380	38	Under Capacity
Sunday, October 27, 2019	383	35	Under Capacity
Monday, October 28, 2019	379	39	Under Capacity
Tuesday, October 29, 2019	380	38	Under Capacity
* Wednesday, October 30, 2019	385	33	Under Capacity
Thursday, October 31, 2019	373	45	Under Capacity
Friday, November 1, 2019	360	58	Under Capacity
Saturday, November 2, 2019	359	59	Under Capacity
Sunday, November 3, 2019	369	49	Under Capacity
Monday, November 4, 2019	354	64	Under Capacity
Tuesday, November 5, 2019	353	65	Under Capacity
Wednesday, November 6, 2019	344	74	Under Capacity
* Thursday, November 7, 2019	338	80	Under Capacity
Friday, November 8, 2019	356	62	Under Capacity
Saturday, November 9, 2019	361	57	Under Capacity
Sunday, November 10, 2019	378	40	Under Capacity
Monday, November 11, 2019	360	58	Under Capacity
Tuesday, November 12, 2019	359	59	Under Capacity
Wednesday, November 13, 2019	351	67	Under Capacity
Thursday, November 14, 2019	347	71	Under Capacity
Friday, November 15, 2019	348	70	Under Capacity
Saturday, November 16, 2019	356	62	Under Capacity
Sunday, November 17, 2019	357	61	Under Capacity
Monday, November 18, 2019	349	69	Under Capacity
Tuesday, November 19, 2019	347	71	Under Capacity

Average Daily Population: 362

Days In Reporting Period: 28

* - Designates Min and Max Dates

... End of Report ...

Population Report October 18, 2019 to November 14, 2019

	Boys	Girls	Total
10/18/19	15	0	15
10/19/19	15	0	15
10/20/19	16	0	16
10/21/19	15	0	15
10/22/19	16	0	16
10/23/19	12	1	13
10/24/19	11	1	12
10/25/19	11	0	11
10/26/19	15	0	15
10/27/19	16	0	16
10/28/19	17	0	17
10/29/19	17	0	17
10/30/19	18	0	18
10/31/19	16	1	17
11/01/19	13	1	14
11/02/19	14	0	14
11/03/19	14	0	14
11/04/19	13	0	13
11/05/19	11	1	12
11/06/19	10	1	11
11/07/19	8	1	9
11/08/19	8	1	9
11/09/19	8	1	9
11/10/19	10	1	11
11/11/19	9	1	10
11/12/19	9	1	10
11/13/19	9	1	10
11/14/19	8	1	9
Total	354	14	
Grand Total			368



OCTOBER 2019 - FEE REPORT

Payment Date Range 10/01/19 - 10/31/19
Summary Listing

Payment Code	Zoning - Zoning & Mapping	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category				
ZB100 - AZC-APP Zoning Compliance Permit	BOE-Investment Pool		34	1,020.00
ZB101 - Commercial & Industrial Permit	BOE-Investment Pool		4	1,449.45
ZB102 - Demolition Permit	BOE-Investment Pool		3	300.00
ZB103-1 - Electrical Permit 1 Insp	BOE-Investment Pool		21	1,575.00
ZB103-2 - Electrical Permit 2 Insp	BOE-Investment Pool		2	200.00
ZB104 - Garage/Pole Barn Permit	BOE-Investment Pool		6	1,050.00
ZB104-3 - Portable Shed > 200 sq ft Permit	BOE-Investment Pool		1	175.00
ZB105-1 - Deck Permit	BOE-Investment Pool		5	625.00
ZB105-2 - Carport Permit	BOE-Investment Pool		1	125.00
ZB108 - Reinspection fee - new constr	BOE-Investment Pool		5	600.00
ZB109-1 - B/P Renewal	BOE-Investment Pool		1	75.00
ZB110-1 - Res Additions Permit <\$50,000	BOE-Investment Pool		2	689.00
ZB110-2 - Res Add Permit >\$50,000	BOE-Investment Pool		2	600.00
ZB111-2 - Res Remodel Permit > \$50,000	BOE-Investment Pool		1	300.00
ZB111-3 - Res Rem Permit \$10,000 - \$50,000	BOE-Investment Pool		2	500.00
ZB113-1 - Single Fam Res Permit <2500 sqft	BOE-Investment Pool		1	500.00
ZB113-2 - Single Fam Res Permit >2500 sqft	BOE-Investment Pool		2	1,400.00
ZB114 - Stormwater Erosion Permit	BOE-Investment Pool		7	952.00
ZB115-1 - Swimming Pool Permit-In Ground	BOE-Investment Pool		2	400.00
ZB117 - Solar Energy System-Residential	BOE-Investment Pool		3	1,753.25
ZCO100 - OCC Village of East Carondelet	BOE-Investment Pool		3	300.00
ZCO102 - OCC Village of Millstadt	BOE-Investment Pool		9	1,075.00
ZCO102-R - Reinspect OCC V of Millstadt	BOE-Investment Pool		1	50.00
ZH100 - ABV-Area/bulk Variance	BOE-Investment Pool		4	1,200.00
ZH101 - Planning Development	BOE-Investment Pool		1	1,000.00
Z-MB Inv - Misc Billing by Invoice	BOE-Investment Pool		15	3,193.80
ZO100 - OCC Multi-family	BOE-Investment Pool		20	1,800.00
ZO101 - OCC Single Family	BOE-Investment Pool		71	13,500.00
ZO102 - OCC Manuf/Mobile Home Insp	BOE-Investment Pool		17	1,800.00
ZO103 - Reinspection Fee-Occupancy	BOE-Investment Pool		29	1,450.00
ZO104 - Certification of Occupancy	BOE-Investment Pool		110	3,850.00
ZO105 - Certification of Occupancy-Mod	BOE-Investment Pool		8	200.00
ZO106 - OCC Duplex/Condo Inspection	BOE-Investment Pool		15	1,600.00
Payment Category	Zoning - Zoning & Mapping	Totals	408	\$45,307.50
Grand Totals			408	\$45,307.50

Value of Construction on which permits were issued for October, 2019: \$2,632,113.00
Total Fee Report for the month of October, 2018: \$37,837.54



COUNTY OF ST. CLAIR
DEPARTMENT OF BUILDING & ZONING

PHONE (618) 825-2715
FAX (618) 277-0482



10 PUBLIC SQUARE
BELLEVILLE, ILLINOIS 62220-1623
www.co.st-clair.il.us

ENVIRONMENT COMMITTEE
October 22, 2019

The regular meeting of the Environment Committee of the St. Clair County Board was called to order on Monday, October 22, 2019 in the St. Clair County Board Conference Room, #10 Public Square, Belleville, Illinois, by Chairman, John West.

Members present: Chairman John West, June Chartrand, Marty Crawford, Richie Meile, Ken Easterley & Paul Seibert.

Members excused: Nick Miller

Staff in attendance: Anne Markezich, Zoning Department & Sharon Valentine, Health Department.

Members recited the Pledge of Allegiance.

MOTION by Easterley, second by Chartrand to approve Minutes of September 24, 2019. Motion carried.

MOTION by Chartrand, second by Seibert to approve the Zoning Fee Report. Motion carried.

MOTION by Easterley, second by Meile to approve Zoning Board Summary 2019-03-ZA. Motion carried.

MOTION by Meile, second by Easterley to approve Zoning Board Summary 2019-04-PD. Motion carried.

MOTION by Chartrand, second by Easterley to approve Occupancy Program Report. Motion carried.

MOTION by Seibert, second by Crawford to approve Building Permit List. Motion carried.

MOTION by Easterley, second by Meile to approve Expense Claims. Motion carried.

HEALTH DEPARTMENT/EDG REPORT - SHARON VALENTINE

Ms. Valentine presented the EDG Report. (See Addendum "A").

Ms. Valentine stated her office is working to promote Tobacco Free which will include public education on tobacco products.

Ms. Valentine stated she is also working on getting a new computer system for private sewage, wells and food inspections on tablet computers rather than paper. Ms. Valentine stated the system should be ready by the first of the year.

MOTION by Seibert to approve report. Second by Crawford. Motion carried.

ZONING DIRECTOR'S REPORT - ANNE MARKEZICH

Ms. Markezich stated she would like to pass on some information to the Committee from Ameren. She stated Ameren will be replacing all of the power poles from Cahokia to Prairie State Power Plant. She explained the wooden poles will be replaced with metal poles. Ms. Markezich stated she and Norm Etling met with the Ameren to confirm that the new poles will not affect the new ramp interchange.

Ms. Markezich stated a test system of the Hansen software program has successfully been transferred to its new server by the I.T. Department. She explained after some testing by office staff the entire program will be transferred to the new server which will extend the amount of time she will have to get a new system in place.

MOTION by Meile to the approve report. Second by Meile. Motion carried.

CLEAN SWEEP PROGRAM

No report.

BEN HENNING - STATE'S ATTORNEYS OFFICE

No report.

MOTION to adjourn by Chartrand, second by Meile. Motion carried.

Environment Committee Report, October 23, 2019

- 112 SCCHD Environmental contacts made during the month of September
- 1 Open Dump site was initiated
- 3 Open Dump site was closed
- 5 Landfill Inspections conducted
- 1 Compost Site Inspection conducted
- IEPA collect 90 loads of tires at the Local Gov't/Muni Tire collection on **Tuesday, September 17, 2019 and Wednesday, September 18, 2019. Total of collection was**
- Clean Sweep disposed of 143.93 tons in September. Clean Sweep has disposed of 569.88 total tons to date.



St. Clair County Zoning Board of Appeals' ADVISORY REPORT TO THE ST. CLAIR COUNTY BOARD

ADVISORY REPORT

Application By: Anne Markezich, St. Clair County Director of Zoning

Case #: 2019-01-TA

Application Filed: October 9, 2019

Publication Date: 10/18/2019

Hearing Date & Time: 11/04/2019
7:50 p.m.

Request: A Text Amendment to amend Chapter 40 of the St. Clair County Zoning Ordinance, specifically to amend:

Article IV—Division I—§40-4-4, Article IV—Division IX—§40-4-47, Article IV—Division X—§40-4-54, Article IV—Division XI—§40-4-61, Article IV—Division XII—§40-4-68, and Article IV—Division XIII—§40-4-76 amending and modifying Medical Cannabis Facilities in certain zoning districts and amending and adding certain Adult-Use Cannabis Business Establishments to certain zoning districts. Further, to consider Text Amendments to Article V of Chapter 40—Supplementary Use, Area and Bulk Regulations, specifically to amend §40-5-29 to modify and add certain regulations pertaining to Medical Cannabis Facilities, and to amend Article V of Chapter 40 to add a new section—§40-5-31—governing Adult Use cannabis Business Establishments. *See attached Exhibit "A"—Proposed Amendments.*

Zoning Board of Appeals Members Present: S. Penny, A. Edwards, S. Howell, M. Deitz, K. Heberer, & G. Meister

County Board Members Present at Hearing: J. West & S. Gruberman

Testimony & Comments:

The Zoning Administrator testified in support of the amendments to the Zoning Code. The proposed amendments are pursuant to the Illinois Cannabis Regulation & Tax Act (P.A. 101-0027) that was signed into law on June 25, 2019, and which will become effective January 1, 2020. The purpose of the amendments are to create uniform and comprehensive standards to apply to cannabis business establishments that are licensed pursuant to the Illinois Cannabis Regulation & Tax Act. In addition, the proposed amendments amend the previously adopted Medical Cannabis Facilities zoning regulations. Such amendments are proposed to place the zoning regulations regarding Medical Cannabis Facilities in harmony with the new Adult-Use Cannabis Business Establishment zoning regulations in the County.

The proposed amendments: (1) define Adult-Use Cannabis Business Establishments; (2) provide for Adult-Use Cannabis Business Establishments to be permitted through Special Use Permit only in certain zoning districts; (3) provide factors that the Zoning Board of Appeals is to consider when deciding whether to approve a petition for a Special Use Permit for such establishments; (4) promulgate additional zoning regulations regarding Adult-Use Cannabis Business Establishments; and (5) amend the current Medical Cannabis Facilities zoning code to reconcile said provisions with the proposed regulations pertaining to Adult-Use Cannabis Business Establishments.

There were no members of the public that provided any testimony for or against the amendments.

Recommendation of the Zoning Board of Appeals: The Zoning Board of Appeals recommended the proposed amendments be made to Chapter 40 of the County's Revised Code of Ordinances, with the amendments pertaining to Adult-Use Cannabis Business Establishments effective January 1, 2020.

Reasons for the Recommendation:

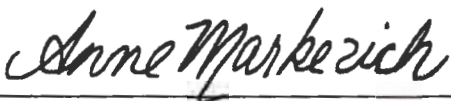
The law has changed in Illinois regarding the use and consumption of cannabis and cannabis products in the State of Illinois. Since the enactment of the "Compassionate use of Medical Cannabis Pilot Program Act" in August 2013, there has been significant interest by Illinois legislators and other interested parties to legalize cannabis for recreational use. On June 25, 2019, Governor J.B. Pritzker signed the "Cannabis Regulation and Tax Act" (P.A. 101-0027) into law to legalize the sale and use of recreational cannabis in Illinois; making recreational cannabis usage legal in Illinois effective January 1, 2020. Pursuant to the new law, local governmental bodies were given local zoning authority to either prohibit and/or significantly limit the location of cannabis businesses by ordinance. Thus, St. Clair County has the authority to enact reasonable zoning regulations that are not in conflict with the Act, and which designate/regulate the time, place, manner and number of cannabis business operations, including minimum distances between locations through conditional use/special use permits.

The Zoning Board of Appeals has reviewed the attached amendments (Exhibit "A") to the County's Zoning Code and finds that these proposed amendments are not in conflict with the Illinois Cannabis Regulation and Tax Act, create uniform and comprehensive standards to apply to cannabis business establishments that are licensed pursuant to the Illinois Cannabis Regulation & Tax Act, are reasonable regulations that regulate time, place and manner of Adult-Use Cannabis Business Establishments, are in the best interests of the public and the citizens of St. Clair County, and adequately protect the public's health, safety, welfare and general environment. Further, the Zoning Board of Appeals finds that the proposed amendments to the Medical Cannabis facilities zoning regulations reconciles and/or places such in harmony with the Adult-Use Cannabis Business Establishments zoning regulations.

Further, the Zoning Board of Appeals found that those amendments pertaining to the Adult-Use Cannabis Business Establishments shall be effective as of January 1, 2020.

A MOTION WAS MADE BY M. DEITZ TO **RECOMMEND** THE PROPOSED AMENDMENTS FOR ADOPTION BY THE COUNTY BOARD. THE MOTION WAS SECONDED BY S. HOWELL. THE MEMBERS OF THE BOARD VOTED AS FOLLOWS: S. PENNY--YES, A. EDWARDS--YES, S. HOWELL--YES, M. DEITZ--YES, K. HEBERER--YES, AND G. MEISTER--YES. THE MOTION CARRIED 6 TO 0.

IT IS THEREFORE THE RECOMMENDATION OF THE ST. CLAIR COUNTY ZONING BOARD OF APPEALS, BY A MAJORITY OF ALL MEMBERS PRESENT, THAT THE REQUESTED TEXT AMENDMENTS BE RECOMMENDED FOR ADOPTION BY THE COUNTY BOARD.



Anne Markezich
Secretary, St. Clair County Zoning Board of Appeals

November 6, 2019

Date

Ord#19-1223

ORDINANCE NO. 19-1223

AN ORDINANCE AMENDING CHAPTER 40 – (ZONING ORDINANCE) OF THE REVISED CODE OF ORDINANCES OF THE COUNTY OF ST. CLAIR, ILLINOIS.

WHEREAS, St. Clair County, Illinois has adopted a Zoning Code (Chapter 40) which regulates and guides the development and the use of land in unincorporated St. Clair County, Illinois; and

WHEREAS, the St. Clair County Zoning Code requires periodic review and revisions to its provisions for needed updates and/or compliance with state law; and

WHEREAS, on June 25, 2019 the Illinois Cannabis Regulation & Tax Act (P.A. 101-0027) was signed into law, legalizing the sale and use of recreational cannabis in Illinois effective January 1, 2020; and

WHEREAS, pursuant to the Illinois Cannabis Regulation & Tax Act (P.A. 101-0027), local governmental bodies were given local zoning authority to either prohibit and/or significantly limit the location of cannabis businesses by ordinance, including the authority to enact reasonable zoning regulations that are not conflict with the Act, and which designate/regulate the time, place, manner and number of cannabis business operations, including minimum distances between locations through conditional use/special use permits; and

WHEREAS, it has been determined by the St. Clair County Zoning Administrator and the St. Clair County Zoning Board of Appeals that it is necessary and in the best interests of the public and the citizens of St. Clair County to update and amend the St. Clair County Zoning Code (Chapter 40) to regulate Adult-Use Cannabis Business Establishments in St. Clair County, Illinois pursuant to the authority granted to it by the Illinois Cannabis Regulation & Tax Act; and

WHEREAS, the St. Clair County Zoning Administrator has prepared certain text amendments to Chapter 40 applicable to Adult-Use Cannabis Business Establishments and certain amendments to the currently existing Zoning Code pertaining to Medical Cannabis Facilities – *see Exhibit “A”* attached hereto and incorporated herein by reference; and

WHEREAS, the St. Clair County Zoning Administrator on behalf of St. Clair County, petitioned the St. Clair County Zoning Board of Appeals to consider said text amendments to the St. Clair County Zoning Code; and

WHEREAS, a duly noticed public hearing was held in the County Board Room, 5th Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on November 4, 2019 at 7:00 P.M., before the St. Clair County Zoning Board of Appeals to consider the Zoning Administrator’s Petition 2019-01-TA pertaining to text amendments to certain sections of the Zoning Code for Adult-Use Cannabis Business Establishments, as well as Medical Cannabis Facilities; and

WHEREAS, the St. Clair County Zoning Board of Appeals, after reviewing the text amendments, considering the Zoning Administrator's testimony, a summary of the proposed amendments, and any comments from those in attendance, voted 6-0 to recommend the adoption of the proposed text amendments to the St. Clair County Board, and has submitted its Advisory Report; and

NOW THEREFORE, BE IT ORDAINED by the County Board of St. Clair County, Illinois that:

SECTION I: Recitals. The facts and statements contained in the foregoing recitals are incorporated herein as findings of the County Board of St. Clair County.

SECTION II: Amendment to Revised Code. The St. Clair County Revised Code of Ordinances – Chapter 40 (Zoning Ordinance) is hereby amended to read as follows:

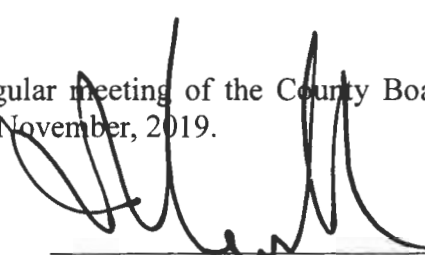
(SEE EXHIBIT "A")

SECTION III: Inconsistent Ordinances Repealed. All Ordinances or parts of other Ordinances in conflict with the provisions of the Ordinance shall be to the extent of the conflict be, and are hereby repealed, provided that nothing herein shall in any way excuse or prevent prosecution of any previous or existing violation of any Ordinance superseded hereby.

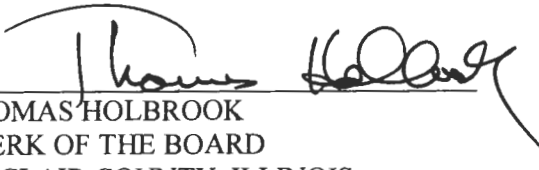
SECTION IV: Saving Clause. Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION V: Effective. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law; however, the above referenced proposed amendments to Chapter 40 of the Revised Code of Ordinances of St. Clair County regarding Adult-Use Cannabis Business Establishments do not become effective until January 1, 2020.

APPROVED AND ADOPTED at a regular meeting of the County Board of St. Clair County and the State of Illinois, this 25th day of November, 2019.



MARK KERN, CHAIRMAN
CHAIRMAN OF THE BOARD
ST. CLAIR COUNTY, ILLINOIS



THOMAS HOLBROOK
CLERK OF THE BOARD
ST. CLAIR COUNTY, ILLINOIS

EXHIBIT A

AMENDMENTS TO ST. CLAIR COUNTY ZONING CODE CH. 40 REGARDING ADULT-USE CANNABIS REGULATIONS

I. ZONING DISTRICTS WHERE ADULT-USE CANNABIS BUSINESS ESTABLISHMENTS WILL BE PERMITTED AS A SPECIAL USE.

CHANGES NOTED IN ***BOLD AND ITALICS***
DELETIONS NOTED BY STRIKETHROUGH

ARTICLE IV

USES PERMITTED BY ZONING DISTRICT

DIVISION I - - "A" AGRICULTURAL INDUSTRY DISTRICT

40-4-4 **SPECIAL USE PERMITS.** All uses subject to the applicable provisions of Article XI Division V. All Special Use Permit applications require that a Land Evaluation and Site Assessment be conducted for the site prior to holding a public hearing, and shall be made a part of the hearing record.

- Medical Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**
- ~~Medical Cannabis Dispensary, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**~~
- ***Adult-Use Cannabis Craft Grower, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-31.***

DIVISION IX – "HB" – HIGHWAY BUSINESS DISTRICT

40-4-47 **SPECIAL USE PERMITS.** All uses subject to the applicable provisions of Article XI Division V. Applications for Special Use Permits may be granted only for the following uses except as provided in Article IX Section 40-9-3(H). **(Ord. No. 95-12; 05-30-95)**

EXHIBIT A

- *Medical Cannabis Dispensary, subject to the applicable provisions and requirements of Section 40-5-29.*
- *Adult-Use Cannabis Dispensing Organization, subject to the applicable provisions and requirements of Section 40-5-31.*

DIVISION X – “B-1” – RETAIL AND SERVICE BUSINESS DISTRICT

40-4-54 **SPECIAL USE PERMITS.** All uses subject to the applicable provisions of Article XI Division V. Applications for Special Use Permits may be granted only for the following uses except as provided in Article IX Section 40-9-3(H). **(Ord. No. 95-12; 05-30-95)**

- ~~Medical Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**~~
- Medical Cannabis Dispensary, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**
- *Adult-Use Cannabis Dispensing Organization, subject to the applicable provisions and requirements of Section 40-5-31.*

DIVISION XI – “B-2” – GENERAL BUSINESS DISTRICT

40-4-61 **SPECIAL USE PERMITS.** All uses subject to the applicable provisions of Article XI Division V. Applications for Special Use Permits may be granted only for the following uses except as provided in Article IX Section 40-9-3(H). **(Ord. No. 95-12; 05-30-95)**

- Medical Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**
- Medical Cannabis Dispensary, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**
- *Adult-Use Cannabis Dispensing Organization, subject to the applicable provisions and requirements of Section 40-5-31.*
- *Adult-Use Cannabis Infuser Organization or Infuser, subject to the applicable provisions and requirements of Section 40-5-31.*
- *Adult-Use Cannabis Processing Organization or Processor, subject to the applicable provisions and requirements of Section 40-5-31.*

EXHIBIT A

- ***Adult-Use Cannabis Transporting Organization or Transporter, subject to the applicable provisions and requirements of Section 40-5-31.***

DIVISION XII – “I-1” – RESEARCH AND ASSEMBLY INDUSTRIAL DISTRICT

40-4-68 SPECIAL USE PERMITS. All uses subject to the applicable provisions of Article XI Division V. Applications for Special Use Permits may be granted only for the following uses except as provided in Article IX Section 40-9-3(H). **(Ord. No. 95-12; 05-30-95)**

- Medical Cannabis Dispensary, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**
- ***Medical Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-29.***
- Solar Farm Energy Systems (SFESs) subject to Section 40-5-30**(Ord. No 18-1187; 04-30-18)**
- ***Adult-Use Cannabis Craft Grower, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Dispensing Organization, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Infuser Organization or Infuser, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Processing Organization or Processor, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Transporting Organization or Transporter, subject to the applicable provisions and requirements of Section 40-5-31.***

DIVISION XIII – “I-2” – GENERAL INDUSTRIAL DISTRICT

40-4-76 SPECIAL USE PERMITS. All uses subject to the applicable provisions of Article XI Division V. All Special Use Permit applications require that a Land Evaluation and Site Assessment (LESA) be conducted for the site unless a written waiver for the LESA, stating the reason therefore, is granted by the Zoning Administrator. The LESA shall be obtained prior to the public hearing and shall be part of the hearing record.

EXHIBIT A

Applications for Special Use Permits may be granted only for the following uses except as provided in Article IX Section 40-9-3(H). **(Ord. No. 95-12; 05-30-95)**

- Medical Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**
- Medical Cannabis Dispensary, subject to the applicable provisions and requirements of Section 40-5-29. **(Ord. 14-1097; 05-27-14)**
- ***Adult-Use Cannabis Craft Grower, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Cultivation Center, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Dispensing Organization, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Infuser Organization or Infuser, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Processing Organization or Processor, subject to the applicable provisions and requirements of Section 40-5-31.***
- ***Adult-Use Cannabis Transporting Organization or Transporter, subject to the applicable provisions and requirements of Section 40-5-31.***

.....

II. NEW SUPPLEMENTARY REGULATIONS APPLICABLE TO ADULT-USE CANNABIS BUSINESS ESTABLISHMENTS.

ARTICLE V

SUPPLEMENTARY USE, AREA AND BULK REGULATIONS

ENTIRELY NEW SECTION TO ARTICLE V

40-5-31 – ADULT-USE CANNABIS BUSINESS ESTABLISHMENTS. The following sections shall apply to state permitted and licensed Adult-Use Cannabis Business Establishments located in unincorporated St. Clair County, Illinois.

EXHIBIT A

(A) Findings and Application.

1. Cannabis is illegal under the Federal Controlled Substances Act (21 U.S.C. Section 801 *et seq.*). State and local regulations do not preempt federal law. Persons and businesses involved in the cultivation, growing, production, processing, infusing, transporting, dispensing, sales and possession of cannabis could still be subject to prosecution under federal law. Local zoning and other regulations are not a defense against a violation of federal law.

2. The purpose of this Section of the St. Clair County Zoning Code (Chapter 40) is to provide a uniform and comprehensive set of standards for the location and development of facilities intended for the production and distribution of adult-use cannabis as provided in the Illinois Cannabis Regulation and Tax Act (P.A. 101-0027) (410 ILCS 705/1-1, *et seq.*). The intent of these regulations is to protect the public health, safety and community welfare of St. Clair County citizens while allowing the development of Adult-Use Cannabis Business Establishments in compliance with state law and St. Clair County's Ordinances/Code. Nothing in this Section or the St. Clair County Zoning Code shall be construed as an authorization to circumvent or violate state or federal law, as permission to any persons or entity to violate federal law, or to supersede any legislation prohibiting the uses subject to this Section.

3. This Section of the St. Clair County Zoning Code (Chapter 40) shall apply to those Adult-Use Cannabis Business Establishments that are permitted and licensed pursuant to the Illinois Cannabis Regulation and Tax Act (P.A. 101-0027) (410 ILCS 705/1-1, *et seq.*) and any amendments thereto.

4. All policies, procedures, rules, regulations and standards of Chapter 40, Article XI, Division V (Special Use Permits) of the St. Clair County Zoning Code shall apply, except as otherwise noted in this Section, to all Petitions for a Special Use Permit for an Adult-Use Cannabis Business Establishments.

5. Any type of on-site cannabis consumption (including but not limited to absorbing, drinking, eating, ingesting or smoking) business establishments are strictly prohibited.

(B) Definitions.

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

EXHIBIT A

ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

EXHIBIT A

AREA ZONED OR USED FOR RESIDENTIAL PURPOSE: Means the RR-1, RR-3, SR-1, SR-2, SR-3, SR-MH, MHP, MR-1, and MR-2 zoning districts, and any similar districts in adjacent jurisdictions.

All other definitions set forth in Article II of this Code (Section 40-2-2) shall apply when applicable and to the extent they are not inconsistent with the definitions contained herein or to the extent they are not inconsistent with any defined term contained in the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1 *et seq.*) or as thereafter amended.

(C) General Components for Consideration for All Adult-Use Cannabis Business Establishments.

The Zoning Board of Appeals when considering any type of Adult-Use Cannabis Business Establishment or Facility in a particular zoning district, shall consider the following components of the Establishment or Facility and such shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:

1. Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.
2. Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance.
3. Hours of operation and anticipated number of customers and employees.
4. Off-street parking and loading availability in accordance with Article VI (Off-street Parking and Loading) of the Zoning Code and as specifically identified in this Section.
5. Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.
6. Site design, including access points and internal site circulation, including but not limited to:
 - a. Setbacks. Evidence demonstrating that the Adult-Use Cannabis Business Establishment would meet all requirements of state law regarding setbacks and separation distances required in the Illinois Cannabis Regulation and Tax Act (P.A. 101-0027) (410 ILCS 705/1-1, *et seq.*), and the required setbacks of the zoning district in which the facility is seeking a special use permit.
7. Proposed signage plan, subject to Section 40-5-31(E)(2) below.
8. Proposed lighting of the premises.

EXHIBIT A

9. Proposed location of video surveillance equipment, and the location, height and nature of any fences or any other barriers meant to provide security for the site.
10. Nature and adequacy of supervision and security at the site.
11. Compliance with all requirements specifically provided for that particular type of Adult-Use Cannabis Business Establishment as set forth in this Section.
12. Any other criteria determined to be necessary either by the Zoning Administrator or the Zoning Board of Appeals as set forth in Article XI, Division V (Special Use Permits) of Chapter 40 Zoning Code.

(D) Requirements for specific Adult-Use Cannabis facilities.

In addition to the General Components contained in the preceding section, the Zoning Board of Appeals when considering a specific type of Adult-Use Cannabis Business Establishment in a particular zoning district shall consider the following requirements for the specific type of Adult-Use Cannabis Business Establishment and such establishments shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the property and the existing and intended future use of properties in the general area:

1. Adult-Use Cannabis Craft Grower: In those zoning districts in which an Adult-Use Cannabis Craft Grower may be located as a special use permit, the proposed facility must comply with the following:

- a. A facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home, residential care home, group day care home, part day child care facility, community residence, nursing home, clinic or hospital. Learning centers and vocational or trade centers/schools shall not be classified as a public or private school for purposes of this Section.
- b. A facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.
- c. A facility may not be located within 1,500 feet of the property line of a pre-existing place of worship, park, or forest preserve.
- d. Unless otherwise limited under this Section or Chapter (Ch. 40), the setbacks and minimum yard requirements for an Adult-Use Cannabis Craft Grower facility shall be the same as that of the zoning district in which it is located.
- e. A facility may not conduct any sales or distribution of cannabis other than as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

EXHIBIT A

- f. For purposes of determining required parking and loading spaces, an Adult-Use Cannabis Craft Grower facility shall be required to have the following parking and loading spaces: (i) Employee spaces: one (1) designated space for every employee per shift; (ii) Customer/Visitor spaces: one (1) space per 300 sq. ft. of floor area; and (iii) Loading Spaces: one (1) designated space for 1 sq. ft. to 10,000 sq. ft. of floor area; more than 10,000 sq. ft. one (1) designated space, plus one (1) additional designated space per 50,000 sq. ft. of floor area in excess of 10,000 sq. ft. All other requirements for Off-Street Parking and Loading of Article VI of the Zoning Code shall be complied with. Notwithstanding the requirements herein, the Zoning Board of Appeals may, at its discretion, require additional parking and loading spaces be provided as a result of its analysis completed through its consideration of the special use permit.
- g. Petitioner shall file an affidavit with the County affirming compliance with Section 40-5-31(E)(6) as provided herein and all other requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

2. Adult-Use Cannabis Cultivation Center: In those zoning districts in which an Adult-Use Cannabis Cultivation Center may be located as a special use permit, the proposed facility must comply with the following:

- a. A facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home, residential care home, group day care home, part day child care facility, community residence, nursing home, clinic or hospital. Learning centers and vocational or trade centers/schools shall not be classified as a public or private school for purposes of this Section.
- b. A facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.
- c. A facility may not be located within 1,500 feet of the property line of a pre-existing place of worship, park, or forest preserve.
- d. Unless otherwise limited under this Section or Chapter (Ch. 40), the setbacks and minimum yard requirements for an Adult-Use Cannabis Cultivation Center facility shall be the same as that of the zoning district in which it is located.
- e. A facility may not conduct any sales or distribution of cannabis other than as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).
- f. For purposes of determining required parking and loading spaces, an Adult-Use Cannabis Cultivation Center/facility shall be required to

EXHIBIT A

have the following parking and loading spaces: (i) Employee spaces: one (1) designated space for every employee per shift; (ii) Customer/Visitor spaces: one (1) space per 300 sq. ft. of floor area; and (iii) Loading Spaces: one (1) designated space for 1 sq. ft. to 10,000 sq. ft. of floor area; more than 10,000 sq. ft. one (1) designated space, plus one (1) additional designated space per 50,000 sq. ft. of floor area in excess of 10,000 sq. ft. All other requirements for Off-Street Parking and Loading of Article VI of the Zoning Code shall be complied with. Notwithstanding the requirements herein, the Zoning Board of Appeals may, at its discretion, require additional parking and loading spaces be provided as a result of its analysis completed through its consideration of the special use permit.

- g. Petitioner shall file an affidavit with the County affirming compliance with Section 40-5-31(E)(6) as provided herein and all other requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

3. Adult-Use Cannabis Dispensing Organization: In those zoning districts in which an Adult-Use Cannabis Dispensing Organization may be located as a special use permit, the proposed facility must comply with the following:

- a. A facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home, residential care home, group day care home, part day child care facility, community residence, nursing home, clinic or hospital. Learning centers and vocational or trade centers/schools shall not be classified as a public or private school for purposes of this Section.
- b. A facility may not be located in a dwelling unit or within 500 feet of the property line of a pre-existing property zoned or used for residential purposes.
- c. A facility may not be located within 500 feet of the property line of a pre-existing place of worship, park, or forest preserve.
- d. Unless otherwise limited under this Section or Chapter (Ch. 40), the setbacks and minimum yard requirements for an Adult-Use Cannabis Dispensing Organization/facility shall be the same as that of the zoning district in which it is located.
- e. At least 75% of the floor area of any tenant space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*), and no dispensing organization shall also sell food for consumption on the premises other than such food sales containing cannabis products as

EXHIBIT A

authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) but in no event shall such food products be consumed on premises.

- f. A facility may not conduct any sales or distribution of cannabis other than as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).
- g. For purposes of determining required parking and loading spaces, an Adult-Use Cannabis Dispensing facility shall be required to have the following parking and loading spaces: (i) Employee spaces: one (1) designated space for every employee per shift; (ii) Customer/Visitor spaces: one (1) space per 300 sq. ft. of floor area; and (iii) Loading Spaces: one (1) designated space for 1 sq. ft. to 10,000 sq. ft. of floor area; more than 10,000 sq. ft. one (1) designated space, plus one (1) additional designated space per 50,000 sq. ft. of floor area in excess of 10,000 sq. ft. All other requirements for Off-Street Parking and Loading of Article VI of the Zoning Code shall be complied with. Notwithstanding the requirements herein, the Zoning Board of Appeals may, at its discretion, require additional parking and loading spaces be provided as a result of its analysis completed through its consideration of the special use permit.
- h. An Adult-Use Cannabis Dispensing Organization/facility shall operate only between the hours of 6:00 a.m. and 10:00 p.m.
- i. Conduct on site:
 - i. No person shall reside in or permit any person to reside in an Adult-Use Cannabis Dispensing facility.
 - ii. Drive-through and vending services shall be prohibited. This regulation shall not be varied.
 - iii. Outdoor seating shall be prohibited. This regulation shall not be varied.
 - iv. Loitering is prohibited on dispensary property.
- j. A facility that displays or sells drug paraphernalia shall do so in compliance with the Illinois Drug Paraphernalia Control Act (720 ILCS 600/1 *et seq.*), the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*), and the Business Regulations of the St. Clair County Code, and any subsequent amendments to these Acts or Code.
- k. Petitioner shall file an affidavit with the County affirming compliance with Section 40-5-31(E)(6) as provided herein and all other requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

4. Adult-Use Cannabis Infuser Organization: In those zoning districts in which an Adult-Use Cannabis Infuser Organization may be located as a special use permit, the proposed facility must comply with the following:

EXHIBIT A

- a. A facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home, residential care home, group day care home, part day child care facility, community residence, nursing home, clinic or hospital. Learning centers and vocational or trade centers/schools shall not be classified as a public or private school for purposes of this Section.
- b. A facility may not be located in a dwelling unit or within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.
- c. A facility may not be located within 1,500 feet of the property line of a pre-existing place of worship, park, or forest preserve.
- d. Unless otherwise limited under this Section or Chapter (Ch. 40), the setbacks and minimum yard requirements for an Adult-Use Cannabis Infuser Organization/facility shall be the same as that of the zoning district in which it is located.
- e. At least 75% of the floor area of any tenant space occupied by an infusing organization shall be devoted to the activities of the infusing organization as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*). The facility may not conduct any sales or distribution of cannabis other than as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).
- f. For purposes of determining required parking and loading spaces, an Adult-Use Infuser facility shall be required to have the following parking and loading spaces: (i) Employee spaces: one (1) designated space for every employee per shift; (ii) Customer/Visitor spaces: one (1) space per 300 sq. ft. of floor area; and (iii) Loading Spaces: one (1) designated space for 1 sq. ft. to 10,000 sq. ft. of floor area; more than 10,000 sq. ft. one (1) designated space, plus one (1) additional designated space per 50,000 sq. ft. of floor area in excess of 10,000 sq. ft. All other requirements for Off-Street Parking and Loading of Article VI of the Zoning Code shall be complied with. Notwithstanding the requirements herein, the Zoning Board of Appeals may, at its discretion, require additional parking and loading spaces be provided as a result of its analysis completed through its consideration of the special use permit.
- g. Petitioner shall file an affidavit with the County affirming compliance with Section 40-5-31(E)(6) as provided herein and all other requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

EXHIBIT A

5. Adult-Use Cannabis Processing Organization: In those zoning districts in which an Adult-Use Cannabis Processing Organization may be located as a special use permit, the proposed facility must comply with the following:

- a. A facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home, residential care home, group day care home, part day child care facility, community residence, nursing home, clinic or hospital. Learning centers and vocational or trade centers/schools shall not be classified as a public or private school for purposes of this Section.
- b. A facility may not be located in a dwelling unit or within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.
- c. A facility may not be located within 1,500 feet of the property line of a pre-existing place of worship, park, or forest preserve.
- d. Unless otherwise limited under this Section or Chapter (Ch. 40), the setbacks and minimum yard requirements for an Adult-Use Cannabis Processing Organization/facility shall be the same as that of the zoning district in which it is located.
- e. At least 75% of the floor area of any tenant space occupied by a processing organization shall be devoted to the activities of the processing organization as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*). A facility may not conduct any sales or distribution of cannabis other than as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).
- f. For purposes of determining required parking and loading spaces, an Adult-Use Cannabis Processing facility shall be required to have the following parking and loading spaces: (i) Employee spaces: one (1) designated space for every employee per shift; (ii) Customer/Visitor spaces: one (1) space per 300 sq. ft. of floor area; and (iii) Loading Spaces: one (1) designated space for 1 sq. ft. to 10,000 sq. ft. of floor area; more than 10,000 sq. ft. one (1) designated space, plus one (1) additional designated space per 50,000 sq. ft. of floor area in excess of 10,000 sq. ft. All other requirements for Off-Street Parking and Loading of Article VI of the Zoning Code shall be complied with. Notwithstanding the requirements herein, the Zoning Board of Appeals may, at its discretion, require additional parking and loading spaces be provided as a result of its analysis completed through its consideration of the special use permit.
- g. Petitioner shall file an affidavit with the County affirming compliance with Section 40-5-31(E)(6) as provided herein and all other

EXHIBIT A

requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

6. Adult-Use Cannabis Transporting Organization: In those zoning districts in which an Adult-Use Transporting Organization may be located as a special use permit, the proposed facility must comply with the following:

- a. A facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home, residential care home, group day care home, part day child care facility, community residence, nursing home, clinic or hospital. Learning centers and vocational or trade centers/schools shall not be classified as a public or private school for purposes of this Section.
- b. A facility may not be located in a dwelling unit or within 500 feet of the property line of a pre-existing property zoned or used for residential purposes.
- c. A facility may not be located within 500 feet of the property line of a pre-existing place of worship, park, or forest preserve.
- d. Unless otherwise limited under this Section or Chapter (Ch. 40), the setbacks and minimum yard requirements for an Adult-Use Cannabis Transporting Organization/facility shall be the same as that of the zoning district in which it is located.
- e. The transporting organization shall be the sole use of the tenant space in which it is located. A facility may not conduct any sales or distribution of cannabis other than as authorized by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).
- f. For purposes of determining required parking and loading spaces, an Adult-Use Cannabis Transporting facility shall be required to have the following parking and loading spaces: (i) Employee spaces: one (1) designated space for every 1.5 employees on the major shift of the facility, plus 1 space per company vehicle; (ii) Customer/Visitor spaces: at a minimum three (3) designated spaces, plus one additional space per every 25 employees on the major shift; and (iii) Loading Spaces: one (1) designated space for 1 sq. ft. to 20,000 sq. ft. of floor area and open lot; 20,001 – 50,000 sq. ft. of floor area and open lot two (2) designated spaces; 50,001 sq. ft. – 90,000 sq. ft. of floor area and open lot three (3) designated spaces; above 90,000 sq. ft. of floor area and open lot three (3) spaces plus 1 additional space per 50,000 sq. ft. of floor area and open lot in excess of 90,000 sq. ft. All other requirements for Off-Street Parking and Loading of Article VI of the Zoning Code shall be complied with. Notwithstanding the requirements herein, the Zoning Board of Appeals may, at its discretion, require additional parking and loading

EXHIBIT A

spaces be provided as a result of its analysis completed through its consideration of the special use permit.

- g. Petitioner shall file an affidavit with the County affirming compliance with Section 40-5-31(E)(6) as provided herein and all other requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

(E) Additional Adult-Use Cannabis Business Establishment Requirements and Conditions.

In addition to any requirements and conditions set forth above, and all applicable requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*), and any all subsequent amendments and rules and regulations adopted thereunder, all Adult-Use Cannabis Business Establishments are subject to the following requirements and conditions:

1. *Enhancements/Improvements.* Petitioner shall install building enhancements, such as security cameras, lighting or any such other improvements, as may be required as a condition of its special use permit, to ensure the safety of employees and customers of the adult-use cannabis business establishments, as well as its environs. Said improvements shall be determined based on the specific characteristics of the floor plan for an Adult-Use Cannabis Business Establishment and the site on which it is located, consistent with the requirements of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

2. *Advertising/Signs.* All advertisements, advertising, or signs pertaining to, representing, reflecting, related to, or promoting any Adult-Use Cannabis Business Establishment shall comply not only with Article VII (Sign Regulations) of the St. Clair County Zoning Code but shall also comply with any and all rules and regulations contained in the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*). To the extent that any provision contained in Article VII (Sign Regulations) is in conflict with a similar rule or regulation contained in the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*), the more restrictive rule or regulation shall control. Notwithstanding, electronic message boards and temporary signs are not permitted in connection with any Adult-Use Cannabis Business Establishment.

3. *Prohibition of alcohol and/or liquor.* No Adult-Use Cannabis Business Establishment shall sell, offer for sale, serve, provide, give away, donate or in any other manner supply or allow alcoholic and/or liquor beverages in, at, or upon its property or facility, except those cannabis products that contain alcohol (i.e.,

EXHIBIT A

tinctures) and that are approved for retail sale by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*).

4. *Age and access limitations.* It shall be unlawful for any Adult-Use Cannabis Business Establishment to allow any person who is not at least 21 years of age on the premises. Any Adult-Use Cannabis Business Establishment shall not employ anyone under the age of 21 years. Access to an Adult-Use Cannabis Craft Grower facility or an Adult-Use Cannabis Cultivation Center shall be limited exclusively to staff and local and state officials and those specifically authorized under the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*), and any subsequent amendments.

5. *Noxious odors.* All Adult-Use Cannabis Business Establishments shall operate in a manner that prevents odor impact on neighboring premises and properties and, if necessary, the facility shall be ventilated with a system designed for odor control that is approved by the St. Clair County Health Department.

6. *Notice and Affirming Statement.* At the time of submission of a zoning petition (a special use request) for an Adult-Use Cannabis Business Establishment, the Petitioner(s) shall submit a signed statement certifying and affirming that the Petitioner(s) has full knowledge of and actual notice that, notwithstanding state law and any action by the County of St. Clair, that:

- a. Cannabis is a prohibited Schedule I controlled substance under federal law;
- b. Participation in the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) is permitted only to the extent provided by the strict requirements of the Act and subsequent implementing regulations;
- c. Any activity not sanctioned by the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) and its subsequent implementing regulations may be a violation of state law and may result in the revocation of zoning;
- d. Growing, distribution or possessing cannabis in any capacity, except through a federally-approved research program, is a violation of federal law;
- e. Use of Adult-Use cannabis may affect an individual's ability to receive federal or state licensure in other areas;
- f. Use of Adult-Use cannabis, in tandem with other conduct, may be a violation of state or federal law;
- g. Participation in the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) or approval of zoning by the St. Clair County Zoning Board of Appeals and St. Clair County does not authorize any person or entity to violate federal or state law and, other than as set

EXHIBIT A

- out in the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) does not provide any immunity from or affirmative defense to arrest or prosecution under federal or state law; and
- h. Petitioner(s) for the zoning of the Adult-Use Cannabis Business Establishment by the County of St. Clair shall indemnify, hold harmless, and defend the County of St. Clair, including but not limited to its Zoning Administrator, Zoning Board of Appeals and its individual members, Zoning Attorney, County Board Members, employees, agents, and elected and appointed officials for any and all civil or criminal penalties resulting from the participation in the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) and St. Clair County's zoning; and Petitioner(s) further agrees to and accepts to indemnify, hold harmless, and defend the County of St. Clair, including but not limited to its Zoning Administrator, Zoning Board of Appeals and its individual members, Zoning Attorney, County Board Members, employees, agents, and elected and appointed officials for any and all liability for Petitioner(s) Adult-Use Cannabis Business Establishment, and Petitioner(s) employees, customers, customer's employer or employees, family members or guests, for any and all damage, injury, including death, accident, loss, compensation or claim, based on, arising out of (directly or indirectly), or resulting from the property for which the zoning/special use requested is being used pursuant to the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*), including but not limited to, the following: arrest, seizure of persons or property, prosecution pursuant to federal or state laws, any fire, injury, death, robbery, theft, mysterious disappearance or any other casualty; or the action of any other person or entity. This provision shall survive the expiration or the early termination of the zoning, if the zoning is granted, or dissolution of use or any subsequent special use or change in zoning.

7. *Annual Proof of Licensure/Registration.* Successful Petitioners shall file with the Zoning Administrator annually a current copy of his/her/their/its license/registration issued by the State of Illinois (i.e., Illinois Department of Agriculture or Illinois Department of Finance and Professional Regulation). The failure to provide proof of licensure/registration annually may result in the special use permit being revoked.

(F) Co-Location of Cannabis Business Establishments.

The Zoning Board of Appeals may approve the co-location of an Adult-Use Cannabis Dispensing Organization with an Adult-Use Cannabis Craft Grower Center or an Adult-Use

EXHIBIT A

Cannabis Infuser Organization, or both, subject to the provisions of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) and the Special Use criteria within the Zoning Code as to each such type of Adult-Use Cannabis Business Establishment. In a co-location, the floor space requirements of Section 40-5-31(D)(3)(e) and 40-5-31(D)(4)(e) shall not apply, but the co-located establishments shall be the sole use of the tenant space.

(G) Dissolution of Use and Revocation of Zoning.

1. *Failure to obtain state registration/licensure.* Should an Adult-Use Cannabis Business Establishment fail to provide evidence to the Zoning Administrator that the facility has achieved its approval of registration/licensure from the State of Illinois within 180 days of the approval of its special use permit by the County Board, its special use permit shall become null and void, and the zoning or use of the parcel shall revert to that which existed prior to the County Board action which approved the special use permit under this Section.

However, within 90 working days of the date upon which such special use permit was approved by the County Board, an Adult-Use Cannabis Business Establishment may request of the County Board, through the Zoning Administrator, an extension of the 180 days for an additional 90 days, upon the provision of evidence providing the cause of the delay and the need for an extension. Such additional extension may be allowed only at the discretion of the County Board.

2. *Failure to comply with state and county regulations.* Should an Adult-Use Cannabis Business Establishment fail to conform to and meet all laws, rules and regulations established by the State of Illinois pursuant to the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, *et seq.*) and the rules and regulations of the County of St. Clair this may be considered a dissolution of use, allowing for the revocation of the special use permit issued by the County of St. Clair. Should the special use permit be revoked, the zoning or use of the parcel shall revert to that which existed prior to the County Board action which approved the special use permit under this Section.

3. *Termination of use.* Should an Adult-Use Cannabis Business Establishment fail to use the property for the purpose under which the special use permit was provided for a period of 180 days, this may be considered a dissolution of use, allowing for the revocation of the special use permit by the County Board. Should the special use permit be revoked, the zoning or use of the parcel shall revert to that which existed prior to the County Board action which approved the special use permit under this Section.

[This space intentionally left blank.]

EXHIBIT A

III. AMENDMENTS TO 40-5-29 (Medical Cannabis Facilities) RE CONSISTENCY BETWEEN MEDICAL CANNABIS AND ADULT-USE CANNABIS ZONING REGULATIONS.

CHANGES NOTED IN **BOLD AND ITALICS**

DELETIONS NOTED BY STRIKETHROUGH

ARTICLE V

SUPPLEMENTARY USE, AREA AND BULK REGULATIONS

40-5-29 MEDICAL CANNABIS FACILITIES. The following sections shall apply to all Medical Cannabis Facilities located in unincorporated St. Clair County, Illinois, that are subject to the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1, *et seq.*).

(A) Findings and Application.

1. Cannabis is illegal under the Federal Controlled Substances Act (21 U.S.C. Section 801 *et seq.*). State and local regulations do not preempt federal law. Persons and businesses involved in the cultivation, growing, production, processing, infusing, transporting, dispensing, sales and possession of cannabis could still be subject to prosecution under federal law. Local zoning and other regulations are not a defense against a violation of federal law.

2. The purpose of this Section of the St. Clair County Zoning Code (Chapter 40) is to provide a uniform and comprehensive set of standards for the location and development of facilities intended for the production and distribution of medical cannabis as provided in the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 *et seq.*) The intent of these regulations is to protect the public health, safety and community welfare of St. Clair County citizens while allowing the development of Medical Cannabis Cultivation Centers and Medical Cannabis Dispensaries in compliance with state law and St. Clair County's Ordinances/Code. Nothing in this Section or the St. Clair County Zoning Code shall be construed as an authorization to circumvent or violate state or federal law, as permission to any persons or entity to violate federal law, or to supersede any legislation prohibiting the uses subject to this Section.

EXHIBIT A

3. *This Section of the St. Clair County Zoning Code (Chapter 40) shall apply to those Medical Cannabis Cultivation Centers and Medical Cannabis Dispensaries that are permitted and licensed pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) and any amendments thereto.*

4. *All policies, procedures, rules, regulations and standards of Chapter 40, Article XI, Division V (Special Use Permits) of the St. Clair County Zoning Code shall apply, except as otherwise noted in this Section, to all Petitions for a Special Use Permit for Medical Cannabis Cultivation Centers and Medical Cannabis Dispensaries*

- (B) **MEDICAL CANNABIS CULTIVATION CENTERS.** In any zoning district where Medical Cannabis Cultivation Centers are allowed by Special Use Permit the following rules, regulations, and conditions shall be complied with, met, and followed by the owner/operator of a Medical Cannabis Cultivation Center.

- (2) **Minimum Distance from Protected Uses.** No Medical Cannabis Cultivation Center shall be *located*, established, maintained or operated on any lot that has a property line within ~~2,500~~ **1,500** feet of *a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home or residential care home, community residence, nursing home, the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, clinic or hospital; Learning centers and vocational or trade centers/schools shall not be classified as a public or private school for purposes of this Section.* ~~or an area zoned for residential use, meaning only rural residential ("RR-1" & "RR-3"), single family residential ("SR-1," "SR-2," & "SR-3"), a mobile home district ("SR-MH" & "MHP"), and multi-family districts ("MR-1" & "MR-2").~~ ***Further, no Medical Cannabis Cultivation Center shall be located, established, maintained or operated within a dwelling unit or within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.***

EXHIBIT A

- (C) **MEDICAL CANNABIS DISPENSARY.** In any zoning district where Medical Cannabis Dispensaries are allowed by Special Use Permit the following rules, regulations, and conditions shall be complied with, met and followed by the owner/operator of a Medical Cannabis Dispensary.

(2) **Minimum Distance from Protected Uses.**

- (a) No Medical Cannabis Dispensary or dispensing organization shall be ***located***, established, maintained or operated on any lot that has a property line within ~~1,000~~ **1,500** feet of ***a pre-existing public or private nursery school, preschool, primary or secondary school, day care facility/center, day care home or residential care home, community residence, nursing home, the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day child care facility, clinic or hospital. Learning centers and vocational/trade centers/schools shall not be classified as a public or private school for purposes of this Section. Further, no Medical Cannabis Dispensary shall be located, established, maintained or operated within a dwelling unit or within 500 feet of the property line of a pre-existing property zoned or used for residential purposes.*** ~~Also, a registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use, meaning only rural residential ("RR 1" & "RR 3"), single family residential ("SR 1," "SR 2," & "SR 3"), a mobile home district ("SR MH" & "MHP"), and multi-family districts ("MR 1" & "MR 2").~~
- (b) No Medical Cannabis Dispensary or dispensing organization shall be ***located***, established, maintained or operated ~~on any lot that has a property line within 500 feet of the property line~~ of a pre-existing place of worship, park, or forest preserve.
- (c) For the purposes of subparagraphs (a) and (b) to Section (C)(1), distances shall be measured in a straight line, without regard to intervening structures or objects, from the nearest point on the property line of the lot on which an applicable dispensary is located to the nearest point on any property line of any protected use.

EXHIBIT A

- (12) **Hours of Operation.** Medical Cannabis Dispensaries shall operate only between the hours of 8:00 ~~6:00~~ a.m. and 7:00 ~~10:00~~ p.m.

(D) Notice and Affirming Statement. At the time of submission of a zoning petition (a special use request) for a Medical Cannabis Cultivation Center or a Medical Cannabis Dispensary, the Petitioner(s) shall submit a signed statement certifying and affirming that the Petitioner(s) has full knowledge of and actual notice that, notwithstanding state law and any action by the County of St. Clair, that:

- a. Cannabis is a prohibited Schedule I controlled substance under federal law;***
- b. Participation in the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) is permitted only to the extent provided by the strict requirements of the Act and subsequent implementing regulations;***
- c. Any activity not sanction by the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) and its subsequent implementing regulations may be a violation of state law and may result in the revocation of zoning;***
- d. Growing, distribution or possessing cannabis in any capacity, except through a federally-approved research program, is a violation of federal law;***
- e. Use of medical cannabis may affect an individual's ability to receive federal or state licensure in other areas;***
- f. Use of medical cannabis, in tandem with other conduct, may be a violation of state or federal law;***
- g. Participation in the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) or approval of zoning by the St. Clair County Zoning Board of Appeals and St. Clair County does not authorize any person or entity to violate federal or state law and, other than as set out in the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) does not provide any immunity from or affirmative defense to arrest or prosecution under federal or state law; and***
- h. Petitioner(s) for the zoning of a Medical Cannabis Cultivation Center or a Medical Cannabis Dispensary by the County of St. Clair shall indemnify, hold harmless, and defend the County***

EXHIBIT A

of St. Clair, including but not limited to its Zoning Administrator, Zoning Board of Appeals and its individual members, Zoning Attorney, County Board Members, employees, agents, and elected and appointed officials for any and all civil or criminal penalties resulting from the participation in the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) and St. Clair County's zoning; and Petitioner(s) further agrees to and accepts to indemnify, hold harmless, and defend the County of St. Clair, including but not limited to its Zoning Administrator, Zoning Board of Appeals and its individual members, Zoning Attorney, County Board Members, employees, agents, and elected and appointed officials for any and all liability for Petitioner(s) Medical Cannabis Cultivation Center or Medical Cannabis Dispensary, and Petitioner(s) employees, customers, customer's employer or employees, family members or guests, for any and all damage, injury, including death, accident, loss, compensation or claim, based on, arising out of (directly or indirectly), or resulting from the property for which the zoning/special use requested is being used pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.), including but not limited to, the following: arrest, seizure of persons or property, prosecution pursuant to federal or state laws, any fire, injury, death, robbery, theft, mysterious disappearance or any other casualty; or the action of any other person or entity. This provision shall survive the expiration or the early termination of the zoning, if the zoning is granted, or dissolution of use or any subsequent special use or change in zoning.

7. Annual Proof of Licensure/Registration. *Successful Petitioners shall file with the Zoning Administrator annually a current copy of his/her/their/its license/registration issued by the State of Illinois (i.e., Illinois Department of Agriculture or Illinois Department of Finance and Professional Regulation). The failure to provide proof of licensure/registration annually may result in the special use permit being revoked.*

(E) Dissolution of Use and Revocation of Zoning.

(1) Failure to obtain state registration/licensure. *Should a Medical Cannabis Cultivation Center or a Medical Cannabis Dispensary fail to provide*

EXHIBIT A

evidence to the Zoning Administrator that the facility has achieved its approval of registration/licensure from the State of Illinois within 180 days of the approval of its special use permit by the County Board, its special use permit shall become null and void, and the zoning or use of the parcel shall revert to that which existed prior to the County Board action which approved the special use permit under this Section.

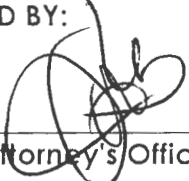
However, within 90 working days of the date upon which such special use permit was approved by the County Board, a Medical Cannabis Cultivation Center or a Medical Cannabis Dispensary may request of the County Board, through the Zoning Administrator, an extension of the 180 days for an additional 90 days, upon the provision of evidence providing the cause of the delay and the need for an extension. Such additional extension may be allowed only at the discretion of the County Board.

(2) Failure to comply with state and county regulations. Should a Medical Cannabis Cultivation Center or a Medical Cannabis Dispensary fail to conform to and meet all laws, rules and regulations established by the State of Illinois pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.), and the rules and regulations of the County of St. Clair this may be considered a dissolution of use, allowing for the revocation of the special use permit issued by the County of St. Clair. Should the special use permit be revoked, the zoning or use of the parcel shall revert to that which existed prior to the County Board action which approved the special use permit under this Section.

(3) Termination of use. Should a Medical Cannabis Cultivation Center or a Medical Cannabis Dispensary fail to use the property for the purpose under which the special use permit was provided for a period of 180 days, this may be considered a dissolution of use, allowing for the revocation of the special use permit by the County Board. Should the special use permit be revoked, the zoning or use of the parcel shall revert to that which existed prior to the County Board action which approved the special use permit under this Section.

ORDINANCE NO: _____

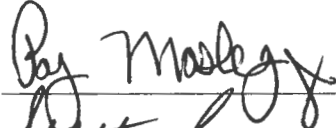
REVIEWED BY:



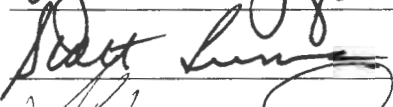
State's Attorney's Office



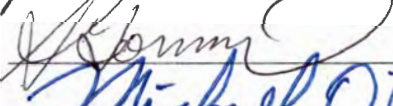
Director of Administration



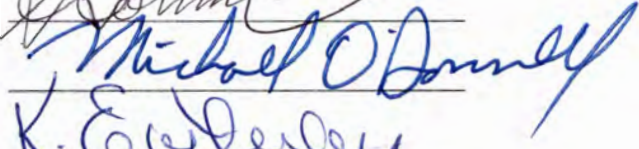
Jay Maslego



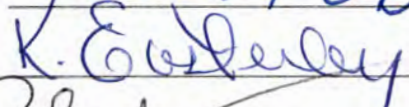
Scott Lunn



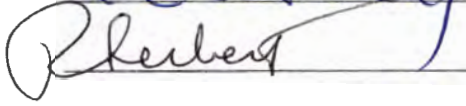
K. Eversley



Michael O'Donnell



K. Eversley



Robert

JUDICIARY COMMITTEE



St. Clair County Zoning Board of Appeals' ADVISORY REPORT TO THE ST. CLAIR COUNTY BOARD

ADVISORY REPORT

Application By: SLD Enterprises, 1945 Goose Lake Road, Sauget, IL
Owner: Middendorf Industrial Group, P.O. Box 676, Columbia, IL

Case #: 2019-03-SP

Application Filed: June 11, 2019

Publication Date: August 17, 2019

Hearing Date & Time: 09/09/19 &
11/04/19

Request: A Special Use Permit to allow a commercial truck sales and golf cart sales in an HB zoning district, on property known as 2635 Old State Route 3, East Carondelet, IL (PPN: 06-33.0-302-009 & 014).

Zoning Board of Appeals Members Present: S. Penny, A. Edwards, S. Howell, M. Deitz, K. Heberer & G. Meister

County Board Members Present at Hearing: June Chartrand

Testimony & Comments:

September 9, 2019 Hearing:

Property owner, Allan Middendorf, stated this parcel was once the old Sports Page bar that he purchased and demolished. He wants to sell the property and Applicant, SLD Enterprises (Steve Dill—owner) desires to purchase the property to construct a building in which to move its current truck sales from the Grizzly Stadium parking lot to this location. Applicant, Steven Dill testified that he would like to construct a building with a showroom and attached garage area in which to sell used commercial trucks, golf carts, and trailers. He would like to have possibly up to 100 vehicles on site, with 4 employees. There will be no mechanical work, oil changes, body work or painting to be done on site. Only minor repairs—broken mirrors, windows, batteries, and other small non-mechanical items, will be done on site. Trailers will not be larger than 14,000 lbs. and custom golf carts. The property will be fenced with security lighting on the lot. Customer parking will be asphalted, and the vehicle storage lot will be rocked. Hours of the facility will be 9-5 p.m., Monday – Friday; Saturday by appointment only. Signage would be 10' x 20'. The location has public water and public sewer.

The property is immediately adjacent to Interstate 255.

Adjacent residential home owner, Cynthia Covington, purchased her property five years ago. She is opposed to the business and believes property values will decrease because of this business. She is concerned with the lighting of the property, theft and damage drawn to this area because of this business, doesn't care for chain link fences, and does not think the property lines are correct.

Applicant indicated he is willing to install a vinyl fence and shrubbery in between his property and Ms. Covington's property.

County Board Member June Chartrand has concerns with the proposal and being able to park 100 vehicles on this property. She requested the Zoning Board members view this property.

The matter was continued until 11/4/19 to allow the Zoning Board members to view the property.

November 4, 2019 Hearing:

Applicant, Steve Dill of SLD Enterprises, indicated that he will not be open on Sunday as per the Secretary of State rules and regulations. He again indicated he has no problem installing a vinyl fence and shrubbery along the southern property line between the property and the adjacent residence. He stated the building he plans to construct has a 30' x 30' showroom and a 45' x 60' bay area. Again, there will be no service/mechanical work (engine repair, oil changes, painting, etc.) done on the premises.

Cindy Hood (Covington) again testified that she is opposed to the request. She restated the same objections as voiced at the September hearing. However, she did state that if the Special Use is allowed, she would request a vinyl fence, entirely paved lot, and down lighting.

Patricia Thompson testified that she is against the request, and questioned the easements on the property, and presented old surveys and plats contesting property lines.

Dennis Phelps, neighboring property owner, testified he was against the request and gave a history of his parcel of property.

Debbie Schmidt testified against the request and questioned the repair work to be done on site.

County Board Member June Chartrand stated that she was against the request.

Zoning Board members discussed the fact that the property is zoned HB, the commercial uses to the south (Weber Chevrolet) and north of the property. The planned new interchange just north of the property and immediate proximity to Interstate 255.

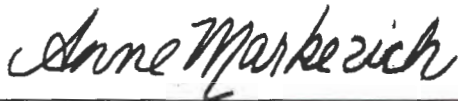
Witnesses having been sworn, testimony and evidence presented, and the Zoning Board of Appeals being fully advised in the premises, and the Board having considered the following in conjunction therewith, and found:

- (1) *Whether the proposed design, location, development and operation of the proposed Special Use will adequately protect the public health, safety, and welfare and the physical environment. **The Board found as follows:** That based upon review of the area in question, testimony and evidence submitted, the zoning of the property, and proposed commercial uses in the area, the proposed Special Use would not be injurious to the public's health, safety, and welfare and the physical environment.*
- (2) *Whether the proposed Special Use is consistent with the County's comprehensive plan. **The Board found as follows:** The proposed Special Use while not consistent with the County's Comprehensive Plan, will not negatively affect the same, because the property has not been utilized for agricultural purposes in decades, the property was previously used for business/commercial purposes (a bar), is immediately adjacent to Interstate 255, and the trend of development in the area is more business/commercial than agricultural.*
- (3) *The effect the proposed Special Use may have on the value of the neighboring property and on the County's overall tax base. **The Board found as follows:** The proposed Special Use will not negatively impact the value of neighboring property and will likely have a positive impact on the County's overall tax base.*
- (4) *The availability and the effect the proposed Special Use would have on the public utilities and on traffic circulation on nearby streets. **The Board found as follows:** The proposed Special Use is expected to have little to no impact on public utilities or on traffic circulation.*

- (5) *Whether there are any facilities near the proposed Special Use (such as schools or hospitals) that require special consideration. **The Board found as follows:** There are no schools or hospitals in close proximity to the proposed Special Use that require special consideration.*
- (6) *Whether the proposed Special Use is compatible to adjacent uses and uses in the general vicinity. **The Board found as follows:** The proposed Special Use would not negatively affect the character of the neighboring properties or their respective uses, given certain special conditions.*
- (7) *The time period for which the Special Use Permit should be granted or any special requirements for certification of continued compliance with the terms of approval. **The Board found as follows:** The Applicant will install an 8 ft vinyl fence with shrubbery to screen the building, lot and use from the southern adjacent residence, i.e., the entire southern property line of the Special Use shall contain such fencing and shrubbery, excepting any portion in any public right-of-way. All lighting shall be down facing so as not to cast light onto neighboring properties. The facility shall be developed pursuant to plans submitted, subject to aforementioned special requirements.*

A motion was made by M. Deitz to **GRANT** the proposed Special Use request based upon the above and subject to the stated conditions. The motion was seconded by K. Heberer. The members of the Board voted as follows: S. Penny—Yes, A. Edwards—No, S. Howell—Yes, M. Deitz—Yes, K. Heberer—Yes, and G. Meister—Yes. The motion carried 5 to 1.

IT IS THEREFORE THE RECOMMENDATION OF THE ST. CLAIR COUNTY ZONING BOARD OF APPEALS THAT THE REQUESTED SPECIAL USE PERMIT BE GRANTED SUBJECT TO THE AFOREMENTIONED CONDITIONS, FOR THE AFOREMENTIONED REASONS BY A MAJORITY OF ALL MEMBERS PRESENT.



Anne Markezich
Secretary, St. Clair County Zoning Board of Appeals

November 6, 2019
Date

Res. #2491-19-RZ

RESOLUTION NO. 2491-19-RZ

A RESOLUTION GRANTING A REQUEST FOR A SPECIAL USE PERMIT FOR A PLANNED BUILDING DEVELOPMENT BY MIDDENDORF INDUSTRIAL GROUP, OWNERS AND SLD ENTERPRISES (STEVE DILL), APPLICANT FOR PROPERTY LOCATED AT 2635 OLD STATE RTE 3, EAST CARONDELET, ILLINOIS, IN SUGARLOAF TOWNSHIP. (2019-03-SP)

WHEREAS, public hearings were held in the County Board Room, 5th Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on September 9, 2019 and November 4, 2019, before the Zoning Board and notice of said hearing was duly given; and,

WHEREAS, on November 4, 2019, the Zoning Board of Appeals after hearing the testimony and evidence presented; after considering all relevant sections of the St. Clair County Zoning Code, and after further consideration of the matter, granted the applicants a Special Use Permit to allow Commercial Truck Sales and Golf Cart Sales in a "HB" Highway Business Zone District due to the following:

1. That based upon review of the area in question, testimony and evidence submitted, the zoning of the property, and proposed commercial uses in the area, the proposed Special Use would not be injurious to the public's health, safety, and welfare and the physical environment.
2. The proposed Special Use while not consistent with the County's Comprehensive Plan, will not negatively affect the same, because the property has not been utilized for agricultural purposes in decades, the property was previously used for business/commercial purposes (a bar), is immediately adjacent to Interstate 255, and the trend of development in the area is more business/commercial than agricultural.
3. The proposed Special Use will not negatively impact the value of neighboring property and will likely have a positive impact on the County's overall tax base.
4. The proposed Special Use is expected to have little to no impact on public utilities or on traffic circulation.

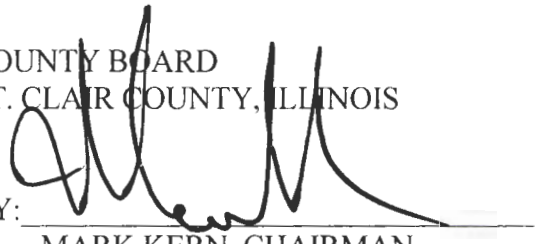
5. There are no schools or hospitals in close proximity to the proposed Special Use that require special consideration.
6. The proposed Special Use would not negatively affect the character of the neighboring properties or their respective uses, given certain special conditions.
7. The Applicant will install an 8 ft. vinyl fence with shrubbery to screen the building, lot and use from the southern adjacent residence, i.e., the entire southern property line of the Special Use shall contain such fencing and shrubbery, excepting any portion in any public right-of-way. All lighting shall be down facing so as not to cast light onto neighboring properties. The facility shall be developed pursuant to plans submitted, subject to aforementioned special requirements.

WHEREAS, the County Board of St. Clair, Illinois, concur with the aforesaid findings, conditions and recommendations of the Zoning Board of Appeals;

NOW, THEREFORE BE IT RESOLVED, by the County Board of St. Clair County, Illinois, that the request for a **SPECIAL USE PERMIT** be granted.

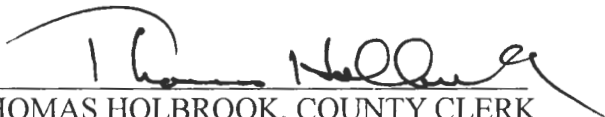
ADOPTED, this 26th day of November, 2019.

COUNTY BOARD
ST. CLAIR COUNTY, ILLINOIS

BY: 

MARK KERN, CHAIRMAN

ATTEST:


THOMAS HOLBROOK, COUNTY CLERK

RESOLUTION NO. 2492-19-RZ

A RESOLUTION DENYING A REQUEST FOR A SPECIAL USE PERMIT FOR A PLANNED BUILDING DEVELOPMENT BY KENNETH & JOELY LANDRETH, OWNERS AND DAVID YOUNG, APPLICANT, FOR PROPERTY LOCATED AT 10000 RIEDER ROAD, LEBANON, ILLINOIS, IN O'FALLON TOWNSHIP. (2018-13-SP)

WHEREAS, a public hearing was held in the County Board Room, 5th Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on November 4, 2019 at 7:10 P.M., before the Zoning Board and notice of said hearing was duly given; and,

WHEREAS, on November 4, 2019 the Zoning Board of Appeals, after hearing the testimony and evidence presented, after considering all relevant sections of the St. Clair County Zoning Code, and after further consideration of the matter, denied the applicant's a Special Use Permit for a Planned Building Development pursuant to Section 40-9-3(H)(3) to allow a Firearms Training Facility in an "A" Agricultural Industry Zone District due to the following:

1. The placement of a live firing range/gun range at this location will not protect the public's health, safety, welfare, and physical environment.
2. The proposed Special Use is not consistent with the County's Comprehensive Plan, as the Plan calls for the property to remain agricultural. The proposed firing range would utilize the property for business/commercial purposes, and per plans submitted would utilize ground currently being used for farming purposes.
3. The proposed Special Use will adversely affect the value of the neighboring property, as property in the general vicinity of this parcel is used for both residential and agricultural purposes. The noise generated from shooting activities at the proposed firing range/gun range would have a negative effect on property values, as well as a safety factor regarding errant rounds leaving the range.

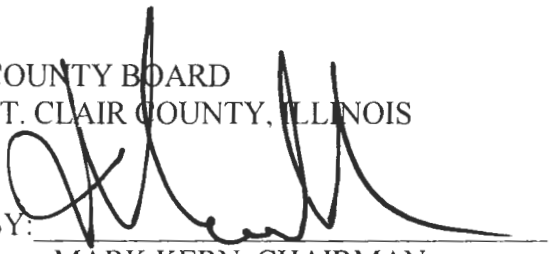
4. There will be no effect on public utilities; however, there are no existing public utilities in this area to adequately serve this proposed commercial type use. Also, the access road leading to the property is not adequate to handle heavy traffic.
5. There are no schools or hospitals in close proximity to the proposed Special Use that require special consideration.
6. The Special Use is not compatible to adjacent uses and uses in the general vicinity to this parcel. The area is compromised largely of farm ground and residential properties; thus, the proposed firing range/ gun range would not be in harmony or consistent with existing uses.

WHEREAS, the County Board of St. Clair, Illinois, concur with the aforesaid findings, conditions and recommendations of the Zoning Board of Appeals;

NOW, THEREFORE BE IT RESOLVED, by the County Board of St. Clair County, Illinois, that the request for a **SPECIAL USE PERMIT FOR A PLANNED BUILDING DEVELOPMENT** be denied.

ADOPTED, this 25th day of November, 2019.

COUNTY BOARD
ST. CLAIR COUNTY, ILLINOIS

BY: 

MARK KERN, CHAIRMAN

ATTEST:


THOMAS HOLBROOK, COUNTY CLERK



St. Clair County Zoning Board of Appeals' ADVISORY REPORT TO THE ST. CLAIR COUNTY BOARD

ADVISORY REPORT

Application By: David Young, 3204 Cedar Mountain Road, Belleville, IL
Owner: Kenneth & Joely Landreth, 1 St. Andrews Dr., Belleville, IL

Case #: 2018-13-SP

Application Filed: June 26, 2018

Publication Date: October 11, 2019

Hearing Date & Time: 11/4/19 @
7:10 p.m.

Request: A Special Use Permit for a Planned Building Development pursuant to Section 40-9-3(H) to allow a firearms training facility at 10000 Rieder Road, Lebanon, IL (PPN: 04-36.0-100-010).

Zoning Board of Appeals Members Present: S. Penny, A. Edwards, M. Deitz, G. Meister, S. Howell, & K. Heberer

County Board Members Present at Hearing: None

Testimony & Comments:

Applicant, David Young, presented the case to the Board. Mr. Young stated his plan is for this parcel is to construct and operate a gun range/live fire range at the aforementioned property. The range would be constructed with a back berm, side berm and baffles as per the plans submitted. The range would face due east. He will have portable bathrooms for range users. Further, he stated that MidAmerica and SAFB did not have any issues with the proposed firing range.

The Applicant stated the reason for the range is that he currently teaches conceal and carry classes and his students have to travel to Highland, IL to complete the live fire training/qualification. He stated there are no ranges in the area in which to obtain range time for his students. He has five instructors and 2 safety officers. The range hours would be Saturday and Sunday 8:00 a.m. to 4:30 p.m., with live fire between 3:00 p.m. to 5:00 p.m. He stated the baffles are not only for safety but for sound abatement.

There were several persons presented to testify against the proposed special use permit. The following persons gave testimony against the proposal---Justin Schaffer, Mike Dietz, John McDonnell, and James Joseph. All objectors' comments were based upon safety issues, noise issues, increased traffic, and adequate access via the gravel road to the range. Further, objectors indicated that there are residential properties nearby where children play.

Other than the Applicant and Owner providing testimony in support of the parcel two persons provided testimony in support of the special use---Matt Gilreath and Michelle Elliot. Mr. Gilreath is an instructor for the Applicant and SILEC employee. While he testified in support of the range, he did state that he would not want such a range in his back yard. Ms. Elliot was a previous student of the Applicant. She explained in detail the great training that Mr. Young provided but did not provide any testimony in support of why the range should be located on the subject parcel.

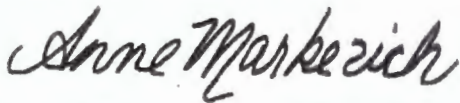
The proposed site was explained to be in the AO-3 district and that SAFB did not have any objections and that MidAmerica had no objections other than the Applicant should complete certain FAA forms prior to any construction. Further, the Zoning Director stated that O'Fallon Township decided against the request after a public hearing, and the Zoning Director provided further zoning history pertaining to this parcel---in 1996 an applicant applied for a special use to place a trap and skeet range on this same property and was denied (1996-82-SP).

Witnesses having been sworn, testimony and evidence presented, and the Zoning Board of Appeals being fully advised in the premises, and the Board having considered the following in conjunction therewith, and found:

- (1) *Whether the proposed design, location, development and operation of the proposed Special Use will adequately protect the public health, safety, and welfare and the physical environment. The Board found as follows: The placement of a live firing range/gun range at this location will not protect the public's health, safety, welfare, and physical environment.*
- (2) *Whether the proposed Special Use is consistent with the County's comprehensive plan. The Board found as follows: The proposed special use is not consistent with the County's Comprehensive Plan, as the Plan calls for the property to remain agricultural. The proposed firing range/gun range would utilize the property for business/commercial purposes, and per plans submit would utilize ground currently being used for farming purposes.*
- (3) *The effect the proposed Special Use may have on the value of the neighboring property and on the County's overall tax base. The Board found as follows: The proposed Special Use will adversely effect the value of the neighboring property, as property in the general vicinity of this parcel is used for both residential and agricultural purposes. The noise generated from shooting activities at the proposed firing range/gun range would have a negative effect on property values, as well as a safety factor regarding errant rounds leaving the range.*
- (4) *The availability and the effect the proposed Special Use would have on the public utilities and on traffic circulation on nearby streets. The Board found as follows: There will be no effect on public utilities; however, there are no existing public utilities in this area to adequately serve this proposed commercial type use. Also, the access road leading to the property is not adequate to handle heavy traffic.*
- (5) *Whether there are any facilities near the proposed Special Use (such as schools or hospitals) that require special consideration. The Board found as follows: There are no schools or hospitals in close proximity to the proposed Special Use that require special consideration.*
- (6) *Whether the proposed Special Use is compatible to adjacent uses and uses in the general vicinity. The Board found as follows: The Special Use is not compatible to adjacent uses and uses in the general vicinity, as there are no similar businesses or uses in close proximity to this parcel. The area is compromised largely of farm ground and residential properties; thus, the proposed firing range/gun range would not be in harmony or consistent with existing uses.*
- (7) *The time period for which the Special Use Permit should be granted or any special requirements for certification of continued compliance with the terms of approval. The Board found as follows: n/a.*

A motion was made by M. Deitz to DENY the request. The motion was seconded by A. Edwards. The members of the Board voted as follows: S. Penny—No, M. Deitz—Yes, G. Meister—Yes, S. Howell—Yes, K. Heberer—Yes, and A. Edwards—Yes. The motion carried 5 to 1.

IT IS THEREFORE THE RECOMMENDATION OF THE ST. CLAIR COUNTY ZONING BOARD OF APPEALS THAT THE REQUESTED SPECIAL USE PERMIT BE DENIED FOR THE AFOREMENTIONED REASONS BY A MAJORITY OF ALL MEMBERS PRESENT.



Anne Markezich
Secretary, St. Clair County Zoning Board of Appeals

November 6, 2019
Date

Res. # 2492-19-RZ

ORDINANCE NO. 19-1224

AN ORDINANCE AMENDING CHAPTER 7 ("BUILDING REGULATIONS"), DIVISION IX-FEES, SECTION 7-1-49 ("RESIDENTIAL PERMIT FEES") AND SECTION 7-1-50 (COMMERCIAL AND INDUSTRIAL FEES) AND DIVISION XIII BOARD OF APPEALS, SECTION 7-1-71 OF THE REVISED CODE OF ORDINANCES OF ST. CLAIR COUNTY

BE IT ORDAINED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS THAT:

SECTION I: Amendment. Chapter 7 "BUILDING REGULATIONS" Division IX-Fees, Section 7-1-49(K) and 7-1-49(P)

K. A Building Permit and inspections for a Residential Solar Energy Systems, the fee with a construction cost of **Ten Thousand Dollars (\$10,000.00)** or less shall be a fee of **Two Hundred Dollars (\$200.00)**. Construction cost over **Ten Thousand Dollars (\$10,000.00)** up to **Fifty Thousand Dollars (\$50,000.00)** the fee shall be **Two Hundred Fifty Dollars (\$250.00)** and construction cost over **Fifty Thousand Dollars (\$50,000.00)** shall be a fee of **Three Hundred Dollars (\$300.00)**.

P. The standard permit fee, plan review fee, energy conservation plan review and inspection fee are all included in the aforementioned fees. Fees for any "additional inspection"* required including inspections for compliance with approved development or site plans or fees for any "extra inspection"** that may be required are not shown here and shall be added to the total payment fee at the rate of **Seventy-Five Dollars (\$75.00)** per inspection.

The contents of Subsections (A)-(Q) of Section 7-1-49 remain unchanged by this Ordinance and their listed fees remain in effect.

SECTION II: Amendment. Chapter 7 "BUILDING REGULATIONS" Division IX-Fees, Section 7-1-50(B).

B. The standard permit fee, plan review fee, energy conservation plan review and inspection fee are all included in the aforementioned fees. Fee for any "additional inspection"* required including inspections for compliance with approved development or site plans or fees for any "extra inspection"** that may be required are not shown here and shall be added to the total payment fee at the rate of **One Hundred Dollars (\$100.00)** per each inspection.

The contents of Subsection Commercial and Industrial Permit Fee Schedule and (A) of Section 7-1-50 remain unchanged by this Ordinance and their listed fees remain in effect.

SECTION III: Amendment. Chapter 7 "BUILDING REGULATIONS" Division XIII Board of Appeals Section 7-1-71.

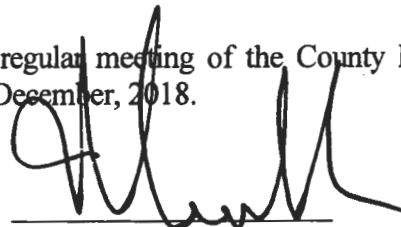
7-1-71 Application for appeal. Any person affected by a decision of the Code Official or a notice or order issued under this Code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or the requirements of this Code are adequately satisfied by other means. The fee for an application of appeal of Five Hundred Dollars (\$500.00) is to be paid at the time application is filed and shall be non-refundable.

SECTION IV: INCONSISTENT ORDINANCES REPEALED. All Ordinances or parts of other Ordinances in conflict with the provisions of this Ordinance shall, to the extent of the conflict, be, and are hereby repealed, provided that nothing herein shall in any way excuse or prevent prosecution of any previous existing violation of any Ordinance superseded hereby.

SECTION V: SAVING CLAUSE. Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby repealed by this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by the Ordinance.

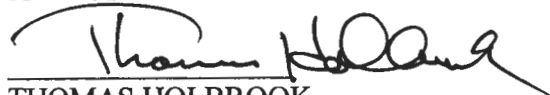
SECTION VI: PASSAGE, PUBLICATION & EFFECTIVE DATE. This Ordinance shall take full effect on January 1, 2019, and remain in effect and operation until lawfully repealed or superseded by the St. Clair County Board. The passage of this Ordinance shall be filed with the Clerk of St. Clair County on the date of Approval and Adoption, with publication of its passage by the County Clerk as provided by law.

APPROVED AND ADOPTED at this regular meeting of the County Board of St. Clair County, in the State of Illinois, on this 17th day of December, 2018.



MARK KERN
ST. CLAIR COUNTY CHAIRMAN

ATTEST



THOMAS HOLBROOK
ST. CLAIR COUNTY CLERK

ORDINANCE NO. 19-1225

AN ORDINANCE AMENDING CHAPTER 7 ("BUILDING REGULATIONS"), ARTICLE V
DIVISION I ("ENERGY CONSERVATION CODE RESIDENTIAL") OF THE REVISED
CODE OF ORDINANCES OF ST. CLAIR COUNTY

BE IT ORDAINED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS
THAT:

SECTION I: Amendment. Chapter 7 "BUILDING REGULATIONS", Article V Division I
(Energy Conservation Code Residential is hereby AMENDED to read as follows:

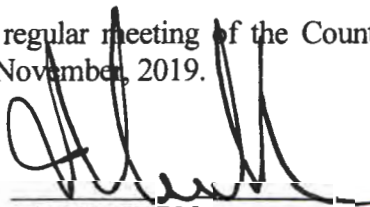
EXHIBIT "A"

SECTION II: INCONSISTENT ORDINANCES REPEALED. All Ordinances or parts
of other Ordinances in conflict with the provisions of this Ordinance shall, to the extent of the conflict,
be, and are hereby repealed, provided that nothing herein shall in any way excuse or prevent
prosecution of any previous existing violation of any Ordinance superseded hereby.

SECTION 111: SAVING CLAUSE. Nothing in this Ordinance hereby adopted shall be
construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability
incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby
repealed by this Ordinance, nor shall any just or legal right or remedy of any character be lost,
impaired or affected by the Ordinance.

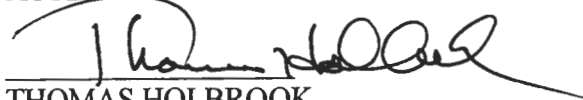
SECTION 1V: PASSAGE, PUBLICATION & EFFECTIVE DATE. This Ordinance
shall take full effect on January 1, 2020, and remain in effect and operation until lawfully repealed or
superseded by the St. Clair County Board. The passage of this Ordinance shall be filed with the Clerk
of St. Clair County on the date of Approval and Adoption, with publication of its passage by the
County Clerk as provided by law.

APPROVED AND ADOPTED at this regular meeting of the County Board of St. Clair
County, in the State of Illinois, on this 25th day of November, 2019.



MARK KERN
ST. CLAIR COUNTY CHAIRMAN

ATTEST



THOMAS HOLBROOK
ST. CLAIR COUNTY CLERK

Article - V Energy Conservation Code Residential**Division - I Scope and General Requirements**

7-5-1 Adoption of Energy Conservation Code Residential. That a certain document, **one (1) copy** of which is on file in the office of the Zoning Administrator of St. Clair County, being marked and designated as "International Energy Conservation Code Residential" as published by International Code Council be and is hereby adopted as contained herein as the Energy Conservation Code Residential of St. Clair County, Illinois for the regulation of the design and construction of residential buildings for the effective use and conservation of energy over the useful life of each residential building ; and each and all of the regulations, provisions, penalties, conditions and terms of said International Energy Conservation Code 2018, are hereby referred to, adopted and made a part hereof as if fully set out in this Article, with the additions, insertions, deletions and changes, if any, prescribed herein.

7-5-2 RESERVED.

7-5-3 Title. This code shall be known as the St Clair County Energy Conservation Code Residential , and shall be cited as such. It is referred to herein as "this code." (2018 International Energy Conservation Code R101.1) (hereinafter known as IECC)

7-5-4 Scope. This code applies to *residential buildings* and the *buildings* sites and associated systems and equipment. (IECC R101.2)

7-5-5 Intent. This code shall regulate the design and construction of *buildings* for the effective use and conservation of energy over the useful life of each building. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances. (IECC R101.3)

7-5-6 Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall govern. (IECC R101.4)

A. Mixed residential and commercial buildings. Where a *building* includes both *residential* building and *commercial* building *portions*, each portion shall be separately considered and meet the applicable provisions of the IECC – Commercial Provisions or IECC – Residential Provisions. (IECC R101.4.1)

7-5-7 Compliance. *Residential buildings* shall meet the provisions of IECC – Residential Provisions. *Commercial buildings* shall meet the provisions of IECC – Commercial Provisions. (IECC R101.5)

A. Compliance materials. The *code official* shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code. (IECC 101.5.1)

Division - II Alternate Materials, Design AND Methods of Construction and Equipment

7-5-8 General. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code. The *code official* shall have the authority to approve an alternative material, design or method of construction upon application of the owner or the owner's authorized agent. The *code official* shall first find that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code for strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond to the applicant, in writing, stating the reasons why the alternative was not *approved*. (IECC R102.1)

A. Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy-efficiency program to exceed the energy efficiency required by this code. Buildings *approved* in writing by such an energy-efficiency program shall be considered in compliance with this code. The requirements identified as "mandatory" in IECC Chapters 4 shall be met. (IECC R102.1.1)

ADMINISTRATION AND ENFORCEMENT**Division - III Construction Documents**

7-5-9 General. Construction documents, Technical reports and other supporting data shall be submitted in one or more sets with each application for a permit. The construction documents and technical reports shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional. (IECC R103.1)

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

7-5-10 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documents are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the *building*, systems and equipment's herein governed. Details shall include (IECC R103.2)

1. Insulation materials and their *R*-values.
2. Fenestration *U*-factors and *solar heat gain coefficients* (SHGC).
3. Area-weighted *U*-factor and *solar heat gain coefficients* (SHGC) calculations.
4. Mechanical system design criteria.

St. Clair County, Illinois**Building Regulations**

5. Mechanical and service water-heating systems and equipment types, sizes and efficiencies.
6. Equipment and system controls.
7. Duct sealing, duct and pipe insulation and location.
8. Air sealing details.

A. Building thermal envelope depiction. The *building thermal envelope* shall be represented on the construction documents. (IECC R103.2.1)

7-5-11 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code. (IECC R103.3)

A. Approval of construction documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code Compliance." Such *approved* construction documents shall not be changed, modified or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of construction documents so reviewed shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the *code official* or a duly authorized representative. (IECC R103.3.1)

B. Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned. (IECC R103.3.2)

C. Phased approved. The *code official* shall have the authority to issue a permit for the construction of part of an energy conservation system before the construction documents for the entire system have been submitted or *approved*, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for entire energy conservation system will be granted. (IECC R103.3.3)

7-5-12 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and any changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents. (IECC R103.4)

7-5-13 Retention of construction documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. (IECC R103.5)

Division - IV Fees

7-5-14 Fees. A permit shall not be issued until the fees prescribed in Section 7-5-15 have been paid, nor shall an amendment to a permit be released until the addition fee, if any, has been paid. (IECC R104.1)

7-5-15 Schedule of permit fees. A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. (IECC 104.2)

7-5-16 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official* that shall be in addition to the required permit fees. (IECC R104.3)

7-5-17 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. (IECC 104.4)

7-5-18 Refunds. The *code official* is authorized to establish a refund policy. (IECC 104.5)

Division - V Inspections

7-5-19 General. Construction or work for which a permit is required shall be subject to inspection by the *code official* or his or her designated agent, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material, product, system or building component required to allow inspection to validate compliance with this code. (IECC R105.1)

7-5-20 Required inspections. The *code official* or his or her designated agent, upon notification, shall make the inspections set forth in Section 7-5-20(1) through 7-5-20(

A. Footing and foundation inspection. Inspections associated with footings and foundations shall verify compliance with the code as to *R-value*, location, thickness, depth of burial and protection of insulation as required by the code and *approved* plans and specifications. (IECC R105.2.1)

B. Framing and rough-in inspection. Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding *R-values* and their correct location and proper installation; fenestration properties such as *U-factor* and SHGC and proper installation; and air leakage controls as required by the code; and approved plans and specifications. (IECC R105.2.2)

St. Clair County, Illinois**Building Regulations**

C. Plumbing rough-in inspection. Inspections at plumbing rough-in shall verify compliance as required by the code and *approved* plans and specifications as to types of insulation and corresponding *R*-values and protection, and required controls. (IECC R105.2.3)

D. Mechanical rough-in inspection. Inspections at mechanical rough-in shall verify compliance as required by the code and *approved* plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding *R*-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency. (IECC 105.2.4)

Exception: Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

E. Final inspection. The *building* shall have a final inspection and not be occupied until *approved*. The final inspection shall include verification of the installation of all required *building* systems, equipment and controls and their proper operation and the required number of high-efficacy lamps and fixtures. (IECC R105.2.5)

7-5-21 Re-inspection. A building shall be re-inspected when determined necessary by the *code official*. (IECC R105.3)

7-5-22 Approved inspection agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the *building* design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the *building* components and systems that they are inspecting. (IECC R105.4)

7-5-23 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. (IECC R105.5)

7-5-24 Re-inspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing. (IECC R105.6)

7-5-25 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*. (IECC R105.7)

A. Revocation. The *code official* is authorized to, in writing, suspend or revoke a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code. (IECC R105.7.1)

Division - VI Validity

7-5-26 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code. (IECC R106.1)

Division - VII Reference Standards

7-5-27 Referenced codes and standards. The codes and standards referenced in this code shall be those listed in Chapter 5, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 7-5-27(A) and 7-2-27(B). (IECC R107.1)

A. Conflicts. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply. (IECC R107.1.1)

B. Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard. (IECC R107.1.2)

7-5-28 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provisions of this code. (IECC R107.2)

7-5-29 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law. (IECC R107.3)

Division - VIII Stop Work Order

7-5-30 Authority. Where the code *official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order. (IECC R108.1)

7-5-31 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. (IECC R108.2)

7-5-32 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work. (IECC R108.3)

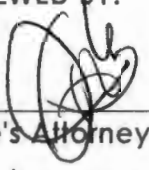
7-5-33 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine as by the applicable governing authority. (IECC R108.4)

Division - IX Means of Appeal

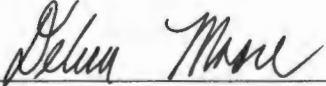
7-5-35 Means of appeal. See Article I Division XIII Board of Appeals Section 7-1-71 thru 7-1-78.

ORDINANCE NO: _____

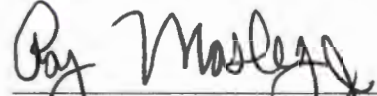
REVIEWED BY:



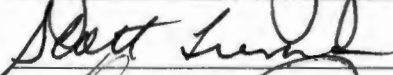
State's Attorney's Office



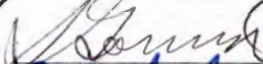
Director of Administration



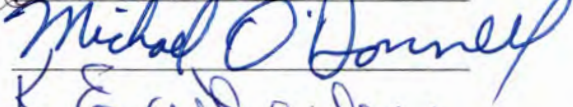
Ray Maslaga



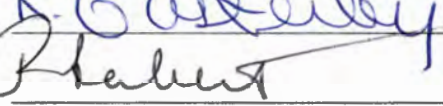
Scott Lunn



Michael O'Donnell



K. E. Easley



Robert

JUDICIARY COMMITTEE

ORDINANCE NO. 19-1226

AN ORDINANCE AMENDING CHAPTER 7 ("BUILDING REGULATIONS"), ARTICLE VI DIVISION I ("ENERGY CONSERVATION CODE COMMERCIAL") OF THE REVISED CODE OF ORDINANCES OF ST. CLAIR COUNTY

BE IT ORDAINED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS THAT:

SECTION I: Amendment. Chapter 7 "BUILDING REGULATIONS", Article VI Division I (Energy Conservation Code Commercial is hereby AMENDED to read as follows:

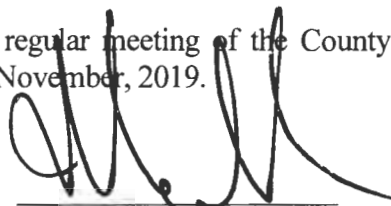
EXHIBIT "B"

SECTION II: INCONSISTENT ORDINANCES REPEALED. All Ordinances or parts of other Ordinances in conflict with the provisions of this Ordinance shall, to the extent of the conflict, be, and are hereby repealed, provided that nothing herein shall in any way excuse or prevent prosecution of any previous existing violation of any Ordinance superseded hereby.

SECTION 111: SAVING CLAUSE. Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby repealed by this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by the Ordinance.

SECTION 1V: PASSAGE, PUBLICATION & EFFECTIVE DATE. This Ordinance shall take full effect on January 1, 2020, and remain in effect and operation until lawfully repealed or superseded by the St. Clair County Board. The passage of this Ordinance shall be filed with the Clerk of St. Clair County on the date of Approval and Adoption, with publication of its passage by the County Clerk as provided by law.

APPROVED AND ADOPTED at this regular meeting of the County Board of St. Clair County, in the State of Illinois, on this 25th day of November, 2019.



MARK KERN
ST. CLAIR COUNTY CHAIRMAN

ATTEST



THOMAS HOLBROOK
ST. CLAIR COUNTY CLERK

Article - VI Energy Conservation Code Commercial

Division - VII Scope and General Requirements

7-6-1 Adoption of Energy Conservation Code. That a certain document, **one (1) copy** of which is on file in the office of the Zoning Administrator of St. Clair County, being marked and designated as "International Energy Conservation Code Commercial" is hereby adopted as contained herein as the Energy Conservation Code Commercial of St. Clair County, Illinois, for the design and construction of commercial buildings for the effective use and conservation of energy over the useful life of each commercial building; and each and all of the regulations, provisions, penalties, conditions and terms of said International Energy Conservation Code 2018, are hereby referred to, adopted and made a part hereof as if fully set out in this Article, with the additions, insertions, deletions and changes, if any, prescribed herein.

7-6-2 Title. This code shall be known as the Energy Conservation Code Commercial of St. Clair County, Illinois, and shall be cited as such. It is referred to herein as "this code." (2018 International Energy Conservation Code) (hereinafter known as IECC) (IECC 101.1)

7-6-3 Scope. This code applies to *commercial buildings* and the buildings sites and associated systems and equipment. (IECC C101.2)

7-6-4 Intent. This code shall regulate the design and construction of buildings for the effective use and conservation of energy over the useful life of each building. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances. (IECC C101.3)

7-6-5 Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall govern. (IECC C101.4)

A. Mixed residential and commercial buildings. Where a building includes both *residential building* and *commercial building* portions, each portion shall be separately considered and meet the applicable provisions of IECC-Commercial Provisions or IECC-Residential Provisions. (IECC C101.4.1)

7-6-6 Compliance. *Residential buildings* shall meet the provisions of IECC – Residential Provisions. *Commercial buildings* shall meet the provisions of IECC – Commercial Provisions. (IECC C101.5)

A. Compliance materials. The *code official* shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code. (IECC C101.5.1)

Division - VIII Alternate Materials- Design and Methods of Construction and Equipment

7-6-7 General. The provision of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons why the alternative was not *approved*. (IECC C102.1)

A. Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy efficiency program to exceed the energy efficiency required by this code. Buildings *approved* in writing by such an energy efficiency program shall be considered in compliance with this code. The requirements identified as "mandatory" in Chapters 4 shall be met. (IECC C102.1.1)

Administration and Enforcement

Division - IX Construction Documents

7-6-8 General. Construction documents and other supporting data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional. (IECC C103.1)

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

7-6-9 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documents are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment's herein governed. Details shall include, but are not limited to, the following as applicable: (IECC C103.2)

1. Insulation material and their *R*-values.
2. Fenestration *U*-factors and solar heat gain coefficients (SHGCs).
3. Area-Weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
4. Mechanical system design criteria.

5. Mechanical and service water heating systems and equipment types, sizes and efficiencies.
6. Economizer description.
7. Equipment and system controls.
8. Fan motor horsepower (hp) and controls.
9. Duct sealing, duct and pipe insulation and location.
10. Lighting fixture schedule with wattage and control narrative.
11. Location of *daylight* zones on floor plans.
12. Air sealing details.

A. Building thermal envelope depiction. The *building thermal envelope* shall be represented on the construction drawings. (IECC C103.2.1)

7-6-10 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code. (IECC C103.3)

A. Approval of construction documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code Compliance." Such *approved* construction documents shall not be changed, modified or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of construction documents so reviewed shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the *code official* or a duly authorized representative. (IECC C103.3.1)

B. Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned. (IECC C103.3.2)

C. Phased approved. The *code official* shall have the authority to issue a permit for the construction of part of an energy conservation system before the construction documents for the entire system have been submitted or *approved*, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for entire energy conservation system will be granted. (IECC C103.3.3)

7-6-11 Amended construction documents. Changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents. (IECC C103.4)

7-6-12 Retention of construction documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. (IECC C103.5)

7-6-13 Building documentation and closeout submittal requirements. The construction documents shall specify that the documents described in this section to provide to the building owner or owner's authorized agent within 90 days of the date of receipt of the certificate of occupancy. (IECC C103.6)

A. Record documents. Construction documents shall be updated to convey a record of the completed work. Such updates shall include mechanical, electrical and control drawings that indicate all changes to size, type and location of components, equipment and assemblies. (IECC C103.6.1)

B. Compliance documentation. Energy code compliance documentation and supporting calculations shall be delivered in one document to the building owner as part of the project record documents or manuals, or as a standalone document. This document shall include the specific energy code edition utilized for compliance determination for each system, documentation demonstrating compliance with Section C303.1.3 for each fenestration product installed, and the interior lighting power compliance path, building area or space-by-space, used to calculate the lighting power allowance. (IECC 103.6.2)

For projects complying with Item 2 of Section C401.2, the documentation shall include:

1. The envelope insulation compliance path.
2. All compliance calculations including those required by Section C402.1.5, C403.8.1, C405.3 and C405.4.

For projects complying with Section C407, the documentation shall include that required by Section C407.4.1 and C407.4.2.

C. Systems operation control. Training shall be provided to those responsible for maintaining and operating equipment included in the manuals required by Section 7-6-13(B).

The training shall include:

1. Review of manuals and permanent certificate.
2. Hands-on demonstration of all normal maintenance procedures, normal operating modes, and all emergency shutdown and startup procedures.
3. Training completion report.

Division - X Fees

7-6-14 Fees. A permit shall not be issued until the fees prescribed in Section 7-5-15 have been paid, nor shall an amendment to a permit be released until the addition fee, if any, has been paid. (IECC C104.1)

7-6-15 Schedule of permit fees. A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. (IECC C104.2)

7-6-16 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official* that shall be in addition to the required permit fees. (IECC C104.3)

7-6-17 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. (IECC C104.4)

7-6-18 Refunds. The *code official* is authorized to establish a refund policy. (IECC 104.5)

Division - XI Inspections

7-6-19 General. Construction or work for which a permit is required shall be subject to inspection by the *code official* his or her designated agent or an approved agency, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the code official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material, product, system or building component required to allow inspection to validate compliance with this code. (IECC C105.1)

7-6-20 Required approvals. The *code official*, his or her designated agent or an approved agency, upon notification shall make the inspections set forth in Section 7-6-20 (A) through 7-6-20(F). (IECC C105.2)

A. Footing and foundation insulation. Inspections shall verify the footing and foundation insulation *R*-value, location, thickness, depth of burial and protection of insulation as required by the code, *approved* plans and specifications. (C105.2.1)

B. Thermal envelope. Inspection shall verify the correct type of insulation, *R*-values, location of insulation, fenestration, *U*-factor, SHGC and VT, and that air leakage controls are properly installed, as required by the code, *approved* plans and specifications. (IECC C105.2.2)

C. Plumbing system. Inspections shall verify the type of insulation, *R*-values, protection required, controls and heat traps as required by the code, *approved* plans and specifications. (IECC C105.2.3)

D. Mechanical system. Inspections shall verify the installed HVAC equipment for the correct type and size controls, insulation, *R*-values, system and damper air leakage, minimum fan efficiency, energy recovery and economizer as required by the code, *approved* plans and specifications. (C105.2.4)

E. Electrical system. Inspections shall verify lighting system controls, components, and meters as required by the code, *approved* plans and specifications.

F. Final inspection. The final inspection shall include verification of the installation and proper operation of all required building controls, and documentation verifying actives associated with required *building commissioning* have been conducted in accordance with Section C408. (IECC C105.2.6)

7-6-21 Re-inspection. A building shall be re-inspected when determined necessary by the *code official*. (IECC R105.3)

7-6-22 Approved inspection agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the building components and systems that they are inspecting. (IECC C105.4)

7-6-23 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. (IECC C105.5)

7-6-24 Re-inspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing. (IECC C105.6)

7-6-25 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*. (IECC C105.7)

A. Revocation. The *code official* is authorized to, in writing, suspend or revoke a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code. (IECC C10105.7.1)

Division - XII Validity

7-6-26 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code. (IECC C106.1)

Division - XIII Reference Standards

7-6-27 Referenced codes and standards. The codes and standards referenced in this code shall be those listed in Chapter 6, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 7-6-23(A) and 7-6-23(B). (IECC C106.1)

A. Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply. (IECC C107.1.1)

B. Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard. (IECC C107.1.2)

7-6-28 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provisions of this code. (IECC C107.2)

7-6-29 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law. (IECC C107.3)

Division - XIV Stop Work Order

7-6-30 Authority. Whenever the *code official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *code official* is authorized to issue a stop work order. (IECC C108.1)

7-6-31 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. (IECC C108.2)

7-6-32 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work. (IECC C108.3)

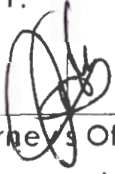
7-6-33 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as set by the applicable governing authority. (IECC C108.4)

Division - XV Means of Appeal

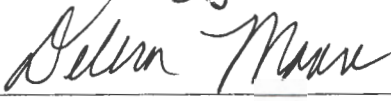
7-6-34 Means of appeal. See Article I Division XIII Board of Appeals Section 7-1-71 thru 7-1-78.

ORDINANCE NO: _____

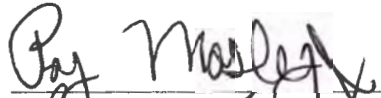
REVIEWED BY:

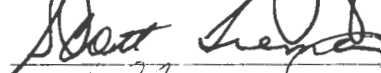


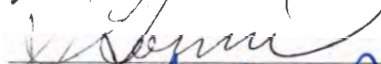
State's Attorney's Office



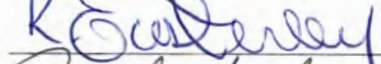
Director of Administration













JUDICIARY COMMITTEE

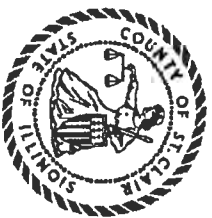
Honorable County Board Members
St. Clair County
Belleville, Illinois

Gentlemen:

We your Finance Committee recommend the approval of the
following report of Andrew Lopinot, County Treasurer of
receipts and disbursements for the month of October, 2019.

This report being filed as per Illinois Compiled Statutes
Chapter 30, Section 15/1.

Marty Culp
Gene Chandra
Richard Kerner
John West
L. Mosley
Paul Seibert



FUND SUMMARY **Cash/Checking Activity** **October 1, 2019 - October 31, 2019**

St. Clair County

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
100-1000	Gen County Fund	2,232,522.76	3,863,959.83	2,839,754.30	3,311.45	3,260,039.14
115-1150	Gen Co Escrow	380,268.18	5,365.68	0.00	580.89	386,214.75
116-1160	Working Cash Fu	1,258,244.33	0.00	0.00	1,929.21	1,260,173.54
117-1170	Pers Prop Repla	6,689,370.99	710,688.53	10,491.89	10,491.89	7,400,060.52
130-1300	Geographic Inf	447,235.83	31,114.75	16,458.02	699.85	462,592.41
140-1400	Part-Mutual Fun	693,627.34	26,439.61	1,036.24	1,036.24	720,066.95
150-1500	Tort Liability	1,446,282.90	727,153.57	194,440.95	1,790.09	1,980,785.61
160-1600	Capital Replace	-822,521.09	0.00	154,780.70	-1,029.99	-978,331.78
160-1601	Cap Repl 2013 D	864,353.26	0.00	0.00	1,325.23	865,678.49
170-1700	MetroLink Secur	275,065.64	867.06	115,148.66	493.55	161,277.59
175-1750	Dispatching Ser	-605,693.11	321,731.48	206,350.28	-785.00	-491,096.91
180-1800	SA Offender Acc	66,465.64	7,703.02	0.00	100.37	74,269.03
180-1802	States Attorney	29,297.23	0.00	15,710.87	57.07	13,643.43
190-1900	Payroll Escrow	865,146.69	0.00	0.00	1,326.47	866,473.16
200-2000	County Highway	3,490,940.44	564,133.84	175,326.94	5,072.46	3,884,819.80
201-2010	County Bridge F	8,757,476.94	15,571.23	2,853.41	13,290.63	8,783,485.39
202-2020	Matching Tax Fu	3,337,467.09	236,572.07	49,190.77	5,110.42	3,529,958.81
203-2030	Motor Fuel Tax	5,056,103.38	490,025.62	265,780.85	8,210.12	5,288,558.27
205-2050	Highway Special	1,377,096.63	0.00	0.00	2,111.59	1,379,208.22
205-2051	Hwy Spec Proj 2	22,797,762.30	0.00	0.00	34,954.43	22,832,716.73
205-2051B	Highway Spec Pr	-9,428.56	0.00	0.00	-13.41	-9,441.97
206-2060	Highway Equipme	289,428.08	78,759.24	62,413.61	355.46	306,129.17
207-2070	Township Motor	1,434,614.74	122,776.56	149,585.85	2,346.50	1,410,151.95
209-2090	Highway Payroll	-79,364.69	242,669.67	163,295.71	-9.27	0.00
210-2100	Lease Payable F	7,764,928.64	1,505,375.83	9,856,463.30	10,255.78	-575,903.05
211-2110	Social Security	3,767,983.34	364,447.91	211,076.19	5,656.52	3,927,011.58
212-2120	Retirement Fund	5,058,436.25	630,697.48	317,643.35	7,290.22	5,378,780.60
215-2150	Sale In Error	263,020.36	0.00	1,509.70	447.22	261,957.88
216-2160	Indemnity Fund	1,004,400.00	0.00	1,542.68	1,542.68	1,004,400.00
217-2170	Recorder's Offi	499,014.54	32,261.00	25,539.92	778.02	506,513.64
218-2180	Trustee E. St.	2,923,769.70	0.00	43,765.00	4,534.79	2,884,539.49
218-2180W	Trustee Wash Pa	259,606.39	0.00	92,800.00	366.14	167,172.53
221-2210	Parks Grant Com	989,445.38	0.00	127,156.87	1,596.34	863,884.85
221A-2211	Parks Grant Com	3,347,601.42	854.46	71,217.36	5,122.24	3,282,360.76

Data Updated: ~REPORT~: 11/14/2019 16:35

Run Date: 11/14/2019 - 16:35

Portfolio CFUN

CC

LP (PRF_LPF) 711

Report Ver 7.3.5

FUND SUMMARY
Cash/Checking Activity
October 1, 2019 - October 31, 2019

Page 2

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
225-2250	Veterans Assist	548,463.30	55,826.77	26,966.13	823.63	578,147.57
237-237-NEW	Special Grants	261,488.42	47,467.60	36,305.17	333.92	272,984.77
238-2380	East Side Youth	495.52	0.00	149,047.17	-73.53	-148,625.18
240-2400	County Health F	3,540,655.24	371,524.72	446,307.59	5,464.17	3,471,336.54
241-2410	Landfill Surcha	329,746.60	108,773.07	168,216.53	433.85	270,736.99
245-2450	Mental Health F	1,705,012.31	344,160.48	207,978.18	2,480.73	1,843,675.34
246-2460	Mental Health G	56,910.49	0.00	3,375.24	64.75	53,600.00
250-2500	Civil Defense E	398,480.21	0.00	0.00	613.44	399,093.65
253-2530	Emergency Telep	2,240,979.32	588,335.80	108,037.28	3,527.62	2,724,805.46
257-2570	Pet Population	-41,714.40	3,070.00	5,617.16	-59.80	-44,321.36
260-2600	Count Automatio	2,914,610.05	76,906.08	47,237.78	4,454.61	2,948,732.96
261-2610	Count Document	2,768,162.55	77,024.35	188,647.32	4,187.79	2,660,727.37
262-2620	Electronic Citat	556,911.18	6,301.89	0.00	856.78	564,069.85
264-2640	Circuit Clerk T	-15,210.32	0.00	8,379.18	-17.39	-23,606.89
265-2650	Mainiv/Child Sup	526,661.91	3,798.00	9,640.41	817.78	521,637.28
266-2660	Foreclosure Med	243,275.20	0.00	33,750.00	373.71	209,598.91
267-2670	Visitation Cent	69,954.57	21,568.00	54,812.82	70.86	36,780.61
268-2680	Law Library Fun	426,759.11	31,812.00	19,161.86	628.93	440,038.18
269-2690	Bailiff Fund	251,218.25	87,182.31	63,028.02	392.47	275,765.01
270-2700	S A Title IV-D	20,949.34	22,629.80	50,052.24	69.78	-6,403.32
272-2720	CASA Fee Fund	205.43	208.61	0.00	5.51	419.55
273-2730	Children's Advn	34,522.92	9,864.83	5,500.00	48.06	38,935.81
275-2750	ACCS State's At	10,021.90	0.00	0.00	15.29	10,037.19
277-2770	SA Records Auto	124,736.95	937.81	0.00	190.03	125,864.79
278-2780	SA Forfeiture B	22,925.19	0.00	0.00	35.18	22,960.37
285-2850	Prob Service Ou	632,559.88	0.00	43,714.48	1,003.27	589,848.67
285-2851	Probation Servi	2,574,231.66	34,144.39	230,425.58	3,811.12	2,381,761.59
285-2852	Probation Part	-941,622.39	221,734.69	150,042.76	-1,277.69	-871,208.15
286-2860	Mental Health C	27,140.91	880.96	0.00	41.03	28,062.90
290-2900	County Detentio	559,527.17	80,570.71	121,666.36	930.63	519,362.15
295-2950	Coroner's Fund	33,288.61	3,175.00	302.83	49.78	36,210.56
300-3000	Drug Traffic Pr	38,726.82	1,795.75	129.93	58.18	40,450.82
305-3050	Sheriff's DUI F	27,626.75	736.51	0.00	42.89	28,406.15
306-3060	Transportation	1,055.83	53.00	0.00	1.51	1,110.34

Data Updated: ~REPORT~: 11/14/2019 16:35

Run Date: 11/14/2019 - 16:35

FUND SUMMARY
Cash/Checking Activity
October 1, 2019 - October 31, 2019

Page 3

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
315-3150	Sheriff's Asset	571,096.80	24,829.29	43,917.33	857.72	552,866.48
330-3300	Commissary Fund	216,563.76	500.40	9,877.60	288.27	207,474.83
335-3350	Jail Medical Fu	4,903.04	895.08	5,792.91	5.97	11.18
350-3500	Victim Witness	-1,816.36	2,887.67	3,463.28	1.68	-2,390.29
355-3550	Domestic Violen	-3,237.33	2,804.86	4,591.74	-4.58	-5,028.79
370-3700	Project Renee G	-16,083.33	0.00	33,497.52	-36.87	-49,617.72
383-3130	Judicial Grants	6,952.38	3,042.49	2,181.69	9.70	7,822.88
384-3840	State's Atty Gr	-2,342.80	7,656.25	5,567.43	-0.58	-254.56
385-3850	Probation Grant	-43,809.76	59,635.27	28,626.72	-48.66	-12,849.87
386-3860	DUI Alcohol Saf	-48,827.15	30,258.94	14,862.02	-86.69	-33,516.92
387-3870	Auto Theft Gran	0.00	1,457,090.00	106,785.50	63.21	1,350,367.71
450-4500	Bonds Payable F	1,459,529.86	0.00	0.00	1,642.90	1,461,172.76
455-4550	Joint Use Bond	17,145,742.33	0.00	0.00	28,100.45	17,173,842.78
500-5000	MidAmerica Airp	651,520.94	0.00	0.00	908.26	652,429.20
500-5001	MidAmerica Airp	104,567.40	0.00	0.00	160.31	104,727.71
550-5500	Employees Medic	3,018,981.72	1,370,603.03	1,475,550.47	3,647.39	2,917,681.67
570-5700	SCC Unemployment	61,915.86	7,887.18	625.33	43.72	69,221.43
600-6000	Post Employment	974.81	0.00	0.00	1.43	976.24
610-6100	Prior Year Prot	93,417.23	0.00	0.00	150.72	93,567.95
610A-6100	Bankruptcy	2,468.90	0.00	0.00	3.82	2,472.72
650-6500	Unclaimed Prope	72,953.83	0.00	112.06	112.06	72,953.83
700-7000	Arbitration Fun	2,306.00	19,334.00	14,801.99	-0.01	6,838.00
710-7100	Condemnation Fu	112,363.76	0.00	206.99	206.99	112,363.76
720-7200	Estates Of Dece	85,917.23	0.00	0.00	131.71	86,048.94
725-7250	Gen Co Escheat	8,557.78	0.00	0.00	13.12	8,570.90
930-9300	County Flood Pr	15,915,389.17	395,195.11	0.00	24,342.81	16,334,927.09
9913	CC Returned Che	4,349.24	0.00	0.00	6.08	4,355.32
9915	Cir Clk Bonds&F	1,564,749.00	590,657.96	656,094.48	1,828.35	1,501,140.83
9940	Cir Clk Pool 4	228,700.64	0.00	0.00	319.89	229,020.53
		147,316,530.39	16,152,930.10	19,756,231.10	223,414.26	143,936,643.35

Data Updated: ~REPORT~: 11/14/2019 16:35

Run Date: 11/14/2019 - 16:35



Andrew Lopinot, St. Clair County Treasurer

St. Clair County Bldg.
10 Public Square
Belleville, IL 62220-1623

<http://www.sccctreasurer.com>
treasurer@co.st-clair.il.us
P: (618) 825-2707 F: (618) 825-2274

November 1, 2019

Honorable Mark Kern, Chairman
St. Clair County Board
County Court House
Belleville, Illinois

Dear Sir:

In accordance with 55 ILCS 5/3-11007 of the 2014 Illinois Compiled Statutes, the County Treasurer submits the attached report on investments of funds as of October 31, 2019.

Respectfully,

A handwritten signature in cursive script, reading "Andrew Lopinot".

Andrew Lopinot
Treasurer
St. Clair County

AL\FH
Attachments

ST. CLAIR COUNTY
INVESTMENT HOLDINGS

POSITION REPORT
BY FUND
AS OF 09/30/2019

<u>FUND NAME</u>	<u>COST BALANCE</u>
TREASURER INVESTMENT POOL#1	\$142,202,126.97
CIRCUIT CLERK POOL #4	\$1,734,516.68
GRAND TOTAL	\$143,936,643.65

ST. CLAIR COUNTY
INVESTMENT HOLDINGS

POSITION REPORT
BY FINANCIAL INSTITUTION
AS OF 10/31/2019

FINANCIAL INSTITUTION	COST BALANCE
ASSOCIATED BANK	4,572,228.14
ASSOCIATED BANK GOLDEN SACHS TRUST	44,600,316.56
BANK OF BELLEVILLE	609,464.16
CARROLLTON BANK	2,755,460.21
CITIZENS COMMUNITY BANK	1,609,691.20
BUSEY BANK	20,548,095.56
FIRST FEDERAL SAVINGS BANK	2,451,548.78
ILLINOIS FUNDS	16,447,435.01
LINDELL BANK	250,000.00
MORGAN STANLEY SMITH BARNEY	28,298,744.34
PROVIDENCE BANK	250,000.00
REGIONS BANK	4,249,304.95
RELIANCE BANK	4,468,193.20
SIMMONS BANK	8,871,959.88
SIMMONS BANK CDs	511,853.94
SPRINGFIELD BANK	504,690.64
TOWN AND COUNTRY	1,778,242.65
US BANK	1,027,414.43
VILLIAGE BANK	132,000.00
GRAND TOTAL	143,936,643.65

Landmark
2020 Ford FUSION HYBRID SE

STATE CONTRACT # 4017635

Call Steve Decker (800) 798-9912

Email steve.decker@landmarkauto.com

STANDARD PACKAGE

\$24,986.00

275.00 - Deliver (ONE unit)
\$25,261.00 Total

CVT AUTOMATIC TRANSMISSION
4-WHEEL DISC BRAKES
ELECTRIC POWER ASSISTED STEERING
AUTO LAMP HEADLIGHTS HEADLAMPS
RAIN SENSING WIPERS
2.0 IVCT I-4 HYBRID ENGINE
LED TAILLAMPS
SOLAR TINTED GLASS
17" PAINTED ALUMINUM WHEELS
TIRES P225/50R17 ALL SEASON
AIR CONDITIONING
DUAL ZONE AUTOMATIC TEMP CONTROL
REAR ARMREST WITH 2 CUP HOLDERS
10 WAY POWER DRIVER SEAT
CRUISE CONTROL
REAR VIEW CAMERA
TILT/TELESCOPING STEERING WHEEL
w/SPEED CONTROLS/AUDIO CONTROLS
ADAPTIVE CRUISE CONTROL
BLIND SPOT INFORMATION CENTER

ADAPTIVE CRUISE CONTROL
KEYLESS ENTRY SYSTEM
PRE COLLISION ASSIST
SYNC 3 SYSTEM BLUETOOTH
AM/FM STEREO/SINGLE-CD/MP3
9 SPEAKERS
AUDIO INPUT JACK
CAPLESS FUEL-FILLER
MESSAGE CENTER
MYFORD 4.2" CENTER STACK SCREEN
3 POWER POINTS 12V
REAR WINDOW DEFROSTER
SMART CHARGING USB PORTS
PUSH BUTTON START
REMOTE KEYLESS ENTRY SYSTEM
VOICE ACTIVATED TOUCHSCREEN
NAVIGATION SYSTEM
FORD PASS CONNECT REMOTE
START/LOCK AND UNLOCK
CHECK VEHICLE STATUS

"YOU ALWAYS DO BETTER AT LANDMARK!"

ORDER CUT OFF DATE TBD

MEMORANDUM OF UNDERSTANDING

FOR SECONDARY ST. CLAIR COUNTY DEPUTY SHERIFFS

This Memorandum of Understanding, made this 11 day of November, 2019, is by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") and St. Clair County, Illinois (the "County") on behalf of the St. Clair County Sheriff's Department.

WHEREAS, the Agency is authorized, pursuant to the Compact between the states of Illinois and Missouri, to engage peace officers through contracts with law enforcement agencies; and

WHEREAS, the Agency desires to contract with the County for the engagement of St. Clair County Sheriff's Department secondary deputy sheriffs licensed by and in good standing with the State of Illinois ("County Deputy Sheriffs") for law enforcement protection and presence on the Agency's facilities and conveyances, including its light rail system; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, by and between the parties hereto, it is mutually agreed as follows:

1. The County agrees to permit the Agency to the engage County Deputy Sheriffs to provide law enforcement services on Agency property and conveyances during such deputy sheriff's off duty hours on an as-requested basis as determined by the Agency. Each County Deputy Sherrieff engaged by the Agency for secondary law enforcement activities shall complete a Secondary St. Clair County Deputy Sheriff's Acknowledgement, attached hereto and incorporated herein as Attachment 1.
2. The County represents and warrants that all County Deputy Sheriffs it permits the Agency to engage pursuant to this Memorandum of Understanding are deputy sheriffs licensed by, and in good standing with, the State of Illinois. The County shall notify the Agency if any County Deputy Sheriff ceases to be licensed by, and in good standing with, the State of Illinois.
3. The County shall provide and permit County Deputy Sheriffs to utilize County-issued uniforms and equipment during the course of County Deputy Sheriff's secondary law enforcement activities for the Agency.
4. The parties acknowledge that a County Deputy Sheriff's participation in secondary law enforcement activities is voluntary and that there can be no guarantee that a secondary assignment will be filled by any County Deputy Sheriff. However, the parties also acknowledge that the Agency has the exclusive right to reject any particular County Deputy Sheriff and to terminate any County Deputy Sheriff's secondary assignment at any time for any reason at the discretion of the Agency.

ATTACHMENT 1

BI-STATE DEVELOPMENT AGENCY

SECONDARY ST. CLAIR COUNTY DEPUTY SHERIFF ACKNOWLEDGMENT

In addition to other acknowledgments that may be required by the St. Clair County Sheriff's Department, the undersigned employee of the St. Clair County Sheriff's Department (the "Secondary Deputy Sheriff") hereby specifically acknowledges, understands, and agrees that:

- 1) in order to be eligible to engage in secondary law enforcement activities for the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") the Secondary Deputy Sheriff must be licensed by, and in good standing with, the State of Illinois and complete the following additional training requirements relating to public transit: Metro TIER 1, Metro Transit Emergency Principles and Procedures, Metro Drug and Alcohol, Metro Transit Customer Service, and Metro System Training; and
- 2) when engaged in secondary police activities for the Agency, the Secondary Deputy Sheriff is performing "safety sensitive functions" for the Agency, as that term is defined in 49 CFR 655.4. As such, the Secondary Deputy Sheriff acknowledges, understands, and agrees to be subject to the Agency's Drug & Alcohol Policy & Plan, as required by the Federal Transit Administration, including but not limited to: random drug and alcohol testing, post-accident/incident drug and alcohol testing, and reasonable suspicion drug and alcohol testing; and
- 3) when engaged in secondary law enforcement activities for the Agency, the Secondary Deputy Sheriff is covered by the Agency's Worker's Compensation insurance for injuries arising out of the Secondary Deputy Sheriff's secondary police activities for the Agency; and
- 4) the Secondary Deputy Sheriff may not work for the Agency for more than 26 hours per week; and
- 5) the Agency may reject or terminate any Secondary Deputy Sheriff's secondary assignment at any time, for any reason, at the discretion of the Agency; and
- 6) the Secondary Deputy Sheriff shall not respond to inquiries from the media, the public, or others, related to any incident that occurs while the Secondary Deputy Sheriff is engaged in secondary law enforcement activities for the Agency, except as directed by the Agency in accordance with the Agency's policies and Standard Operating Procedures.

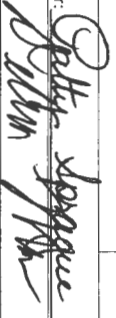
By signing below, I certify that I have read the terms of this Acknowledgment, as well as all applicable Agency policies and procedures, fully understand its terms, and voluntarily agree to be bound by these terms.

Secondary Deputy Sheriff Signature

Secondary Deputy Sheriff Printed Name

Date _____

NOVEMBER 25, 2019 EXPENSE TRANSFERS

	FROM:		TO:
To create appropriation for 2019		OUTER COUNTY PROBATION	
		285-2850-60100	343,707.00
		285-2850-60360	1,800.00
		285-2850-60600	26,294.00
		285-2850-60610	27,325.00
		285-2850-60620	26,569.00
		285-2850-60630	1,688.00
		285-2850-60650	131,825.00
		285-2850-60651	50,000.00
		285-2850-61000	9,500.00
		285-2850-61010	1,000.00
		285-2850-62100-01	10,000.00
		285-2850-62100-05	2,000.00
		285-2850-62200	500.00
		285-2850-65150	4,500.00
		285-2850-68510-03	7,000.00
		285-2850-68510-04	7,000.00
		285-2850-89000	25,000.00
			675,708.00
Approval St. Clair County Auditor:			
Approval County Administrator:			
	11/21/19		
	11/21/2019		

November 25, 2019

Honorable Mark A. Kern, Chairman
St. Clair County Board
10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

The Salary Claim Sheets for the first and second periods in November 2019 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE
St. Clair County Board

November 25, 2019

Honorable Mark A. Kern, Chairman
St. Clair County Board
#10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

We, the Claims Subcommittee of the Finance Committee, submit to this Honorable Body the attached Expense Claim Sheet for the month of November 2019.

We have checked all claims charged against the county appearing on the Claim Sheet and believe them to be in order. If there are any changes we will handle them verbally when the matter comes to the floor of the County Board.

Accordingly, we recommend they be allowed and approved by roll call.

Respectfully submitted,

CLAIMS SUBCOMMITTEE OF THE
FINANCE COMMITTEE

REVIEW OF EXECUTIVE SESSION MINUTES

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
ST. CLAIR COUNTY, IL ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

St. Clair County, Illinois Invitation for Bid – IFB 2019IT-001 (A)

Pictometry Response including exceptions

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Map

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): St. Clair County, Illinois Invitation for Bid – IFB 2019IT-001 (A); Pictometry Response including exceptions; Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South 1st St	25 Methodist Hill Drive
Belleville, IL 62220	Rochester, NY 14623
Attn: Li Zou, GIS Manager	Attn: General Counsel
Phone: (618) 825-2168 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

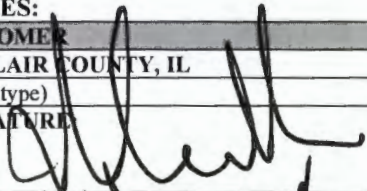
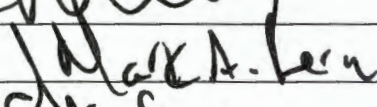
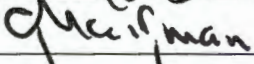
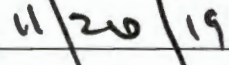
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
ST. CLAIR COUNTY, IL	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: 	NAME:
TITLE: 	TITLE:
DATE: 	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C15921284

BILL TO

St. Clair County, IL
Li Zou, GIS Manager
101 South 1st St
Belleville, IL 62220
(618) 825-2168
lzou@co.st-clair.il.us

SHIP TO

St. Clair County, IL
Li Zou, GIS Manager
101 South 1st St
Belleville, IL 62220
(618) 825-2168
lzou@co.st-clair.il.us

CUSTOMER ID

A117166

SALES REP

ldavis

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
835	IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography Four Band - 6 inch GSD ("CDO4") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$110.00	\$80.00 (27.273%)	\$66,800.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00	\$2,500.00 (66.667%)	\$2,500.00
835	Tiles - Standard (Community 6in GSD; TIFF format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
2	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
835	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
835	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the	\$0.00		\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		updated documentation. Applicable Terms and Conditions: Software License Agreement			

Thank you for choosing Pictometry as your service provider.	\$69,300.00
---	-------------

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$5,775.00
Due at Initial Shipment of Imagery	\$17,325.00
Due at First Anniversary of Shipment of Imagery	\$23,100.00
Due at Second Anniversary of Shipment of Imagery	\$23,100.00
Total Payments	\$69,300.00

PRODUCT PARAMETERS

ACCUPLUS IMAGERY

Product:

IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery

Coverage Area Format:

Format-per sq mi

Leaf:

Shapefile

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.

☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Illinois in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Pictometry will use commercially reasonable efforts to deliver the IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format-per sq mi, Mosaic-Area Wide (6in GSD, ECW and MrSID format; individual) Per Sector and Tiles-Standard(Community 6in GSD;TIFF format) Per Sector products within 60 days of the last date of image capture. This is a target range only because the image capture process and the delivery dates may be affected by numerous conditions outside of Pictometry's control including weather, aircraft availability, and airspace permissions.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Color Digital OrthophotographyProduct Overview:

Seamless, 4-band, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover, imagery free of clouds, fog, haze, smoke, and dust

Deciduous Vegetation: less than 30% full bloom

Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB + NIR, resampled to 8 bits during processing

Ground Control:

Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 1 – November 2014

Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

Deliverables:

The following will be delivered:

6-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

6-inch GSD area-wide ortho mosaic (RGB, ECW format)

6-inch GSD area-wide ortho mosaic (RGB, MrSID format)

6-inch GSD area-wide ortho mosaic (CIR, ECW format)

6-inch GSD area-wide ortho mosaic (CIR, MrSID format)

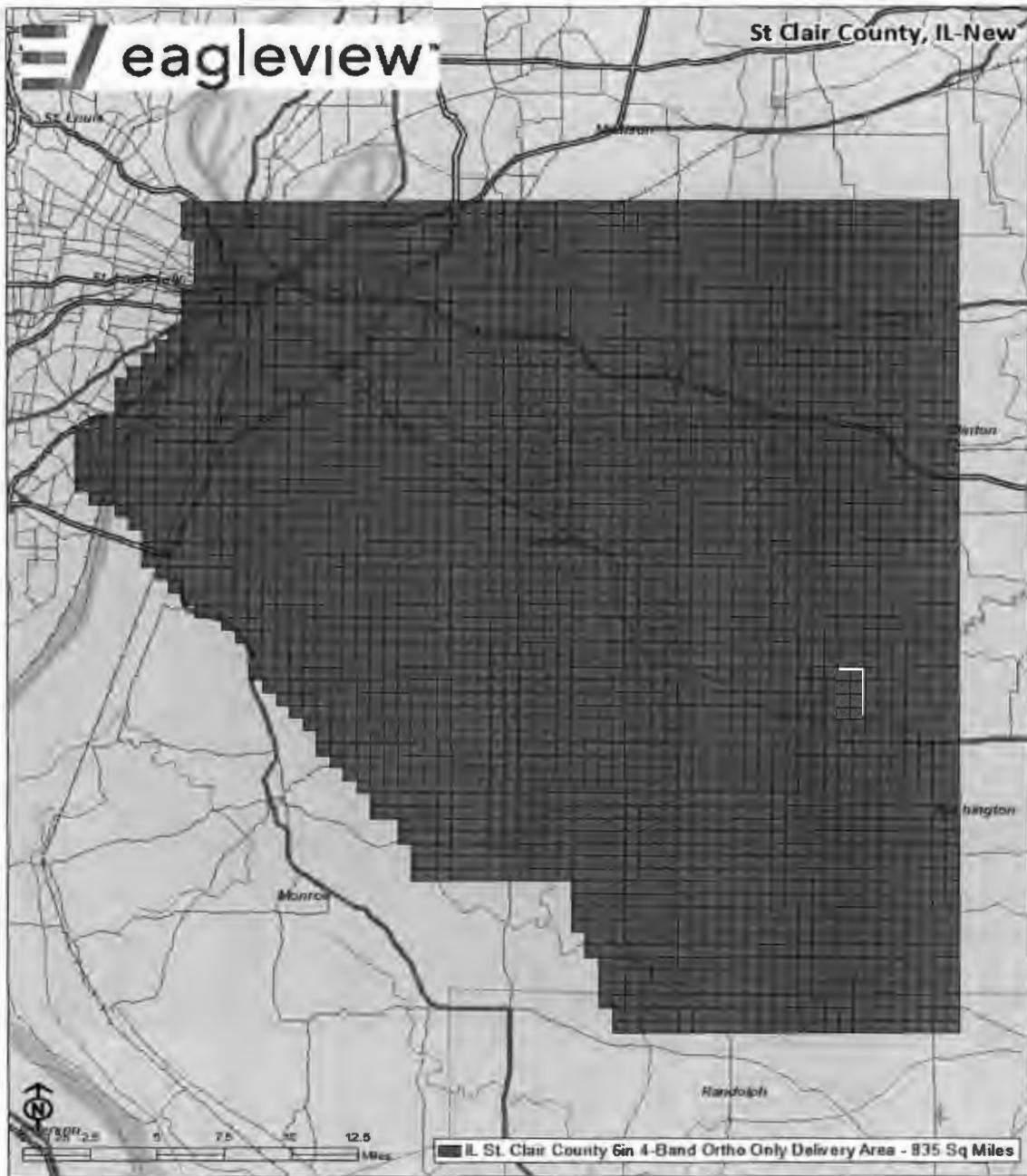
FGDC compliant metadata

AT/Survey report

Orthomosaic Accuracy

6-inch GSD: RMSE(x or y) 1.30 ft; RMSE(r) 1.84 ft; NSSDA (95%) 3.20 ft

MAP(S)



Resolution No. _____

REVIEWED BY:

Jeffrey Selig
IT Director

Silvia Mann
Director of Administration

APPROVED BY:

Carla Morris
Ruth Hill
Jack Wilson
Edward J. Lockell
Ray Massey

MIS COMMITTEE

Mary Culp
Jane Christians
Richard Vernon
Jane

John West

Paul Harbert
Mosby

FINANCE COMMITTEE

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
ST. CLAIR COUNTY, IL ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

St. Clair County, Illinois Invitation for Bid – IFB 2019IT-001 (B)

Pictometry Response including exceptions

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Map

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): St. Clair County, Illinois Invitation for Bid – IFB 2019IT-001 (B); Pictometry Response including exceptions; Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South 1st St	25 Methodist Hill Drive
Belleville, IL 62220	Rochester, NY 14623
Attn: Li Zou, GIS Manager	Attn: General Counsel
Phone: (618) 825-2168 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

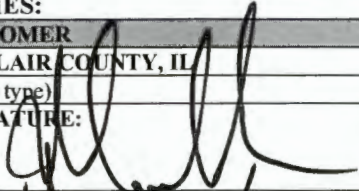
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
ST. CLAIR COUNTY, IL	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: Mark A. Kern	NAME:
TITLE: Chairman	TITLE:
DATE: 11/26/19	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A
PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C15286091

BILL TO

St. Clair County, IL
Li Zou, GIS Manager
101 South 1st St
Belleville, IL 62220
(618) 825-2168
lzou@co.st-clair.il.us

SHIP TO

St. Clair County, IL
Li Zou, GIS Manager
101 South 1st St
Belleville, IL 62220
(618) 825-2168
lzou@co.st-clair.il.us

CUSTOMER ID

A117166

SALES REP

ldavis

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
360	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10%)	\$145,800.00
724	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10%)	\$48,870.00
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$7,425.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the	\$0.00		\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account. Applicable Terms and Conditions: Software License Agreement	\$1,990.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.

\$202,294.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$16,857.82
Due at Initial Shipment of Imagery	\$50,573.50
Due at First Anniversary of Shipment of Imagery	\$67,431.34
Due at Second Anniversary of Shipment of Imagery	\$67,431.34

Total Payments **\$202,294.00**

PRODUCT PARAMETERS

IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf:	Leaf Off: Less than 30% leaf cover
Product:	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Leaf:	Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;

- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product:	Pictometry Connect - CA - 100
<i>Admin User Name:</i>	Li Zou
<i>Admin User Email:</i>	lzou@co.st-clair.il.us
<i>Geofence:</i>	IL St. Clair

CONNECT-SERVER INTEGRATION

Product:	Pictometry for Esri Web AppBuilder
<i>Server Integration:</i>	Web AppBuilder (Analytics Only)
<i>Technical Contact:</i>	
<i>Company Name:</i>	
<i>Phone Number:</i>	
<i>Email Address:</i>	

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
 - ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing, or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

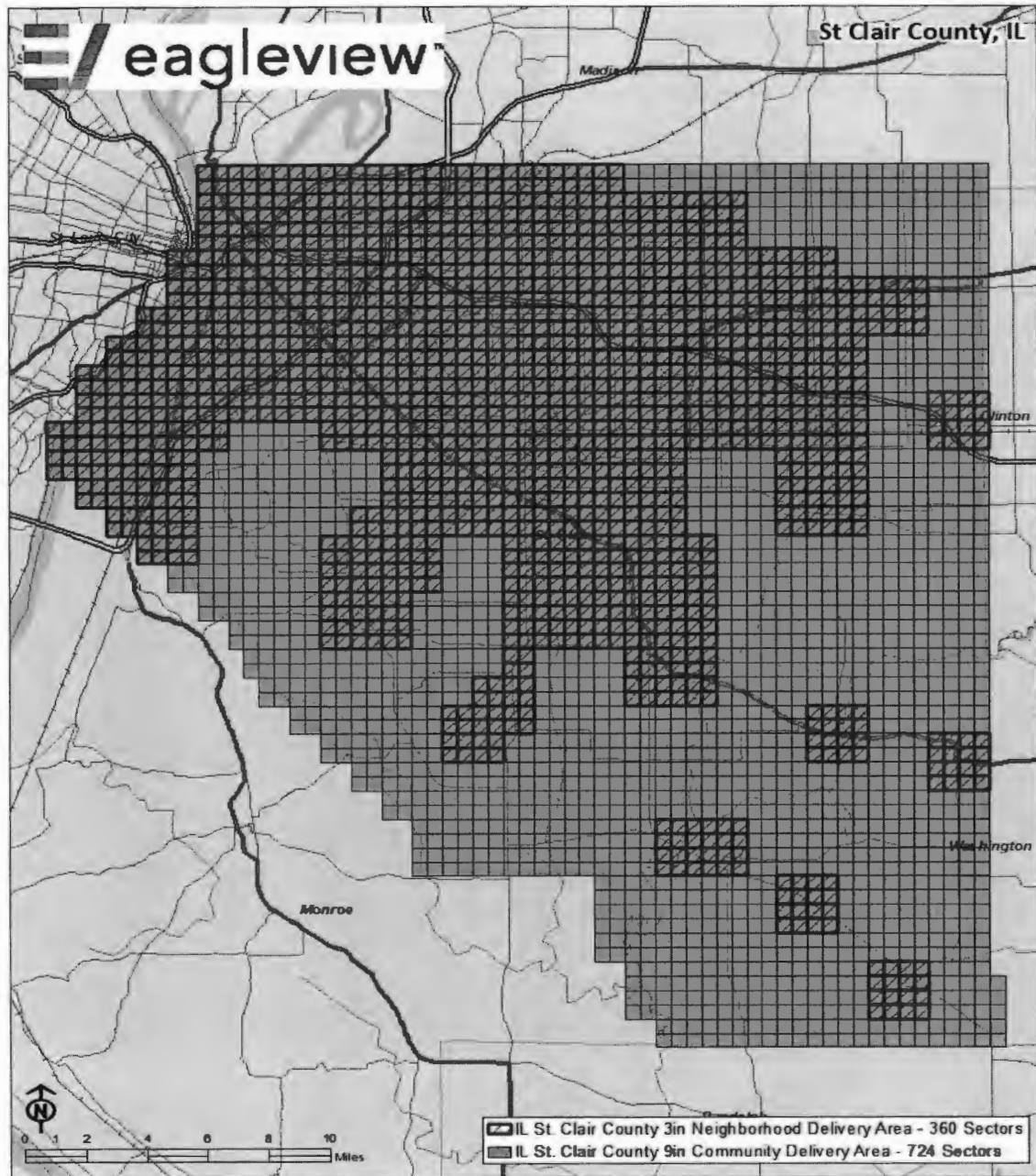
1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Illinois in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Pictometry will use commercially reasonable efforts to deliver imagery within 60 days of the last date of image capture. This is a target date only because the image capture process and the delivery dates may be affected by numerous conditions outside of Pictometry's control including weather, aircraft availability, and airspace permissions.

[END OF NON-STANDARD TERMS AND CONDITIONS]

MAP(S)



Resolution No. _____

REVIEWED BY:

Jeffrey C. Sault
IT Director

Debra Moore
Director of Administration

APPROVED BY:

Chris McCain
Paul Clark
John West

By M. M. M. M.
Edward J. Schell
Ed Schell

MIS COMMITTEE

Marty Cleary
Julie Christensen
Richard Vernier
John West

John West

L. M. M. M.
Paul Schell
FINANCE COMMITTEE

FMS UPGRADE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this November 1, 2019, by and between Anderin Corporation, an Illinois Corporation having its office at 1 GolfView Lane, Frankfort, IL 60423 (hereinafter "Anderin") and St. Clair County, having its office at 10 Public Square, Belleville, IL 62220 (hereinafter "County").

WHEREAS County desires to purchase from Anderin professional services relating to the upgrade of the FMS product (herein after referred to as "FMS"), a computer software application relating to child support automation and related services from its present day operation on Windows 7 (and other outdated versions of Windows) to be re-written in .NET 4.5 so that it will operate on Windows 10.

Now, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto intending to be legally bound, AGREE AS FOLLOWS:

SECTION 1.0 DEFINITIONS

Change authorizations shall mean documents signed by both parties which alter the details of this agreement.

Hardware shall mean the computers and related equipment supplied under this agreement.

Materials shall mean work products (such as programs, program listing, training material, documentation and reports) that Anderin may deliver to County.

Service shall mean the performance of a task or project, provision of advice and counsel, or assistance.

Software shall mean the computer programs supplied under this agreement, including all documentation relating to or describing the same, such as user manuals, flow charts and the like.

System shall mean the configuration of integrated components comprising all the hardware and software supplied under this agreement.

SECTION 2.0

Section 2.01 - Scope of Services

1. Software Upgrade

- Analyze and redesign existing FMS screens vs. new FMS screens
- Create code for new FMS system
- Written communication will occur every two weeks and will be accompanied by a report on the status of the FMS upgrade.

Assumptions and County responsibilities related to upgrade:

At each milestone, a new version will be provided to County. County will have seven (7) days to review and test it. County will provide a written response accepting the new version or provide a written response indicating that functionality is not working correctly and include a detailed explanation of what is expected and what the program is currently doing so that it can be corrected. Failure of County to respond within seven (7) days shall constitute acceptance of the milestone and program functionality as-is.

Anderin will communicate data cleansing requirements to County and County will be responsible for data maintenance, if necessary.

2. Database

- Microsoft SQL Server 2008 R2 is currently in use
- Create new table structures, if necessary
- Modify current access and security rules, if necessary

Assumptions and County responsibilities related to database:

County will provide a development server with Windows Server 2016 and SQL Server 2016 loaded and configured on the server (versions of operating system and database should be the same as planned production versions, if available). In addition, County will also provide a minimum of one configured and tested Windows 10 (for Windows Server connectivity) workstation. County will provide a licensed copy of the RDBMS for use during the project. The development server and workstation, if made available to the project, will be located at the office of County during the project and will be remotely accessible by Anderin 24 hours per day 7 days per week during the project.

County will have the production server configured, tested and available to Anderin no later than November 15, 2019. The production server will reside at County location.

3. Training

There will be no FMS training because the product will function in the exact same manner as the present software. Should a need arise to alter the functionality or operation of the new software due to a limitation set by Microsoft .Net, the new functionality and operation will be explained in a detailed document prepared by Anderin.

Assumptions and County responsibilities related to user training:

County will disburse any documentation provided by Anderin due to required alteration in functionality or operation.

4. Production cut-over

- Parallel testing (total of five (5) business days) will be performed by County
- Anderin will be available to troubleshoot anomalies during the Parallel testing period

Section 2.02 - Compensation

In consideration of the Professional Services (800 man-hours) provided to the County under this contract, the County will pay Anderin for rendering the services at the following amount:

Total payments for professional services rendered as outlined in Section 2.01 will be \$30,000.00.

Invoices covering services performed and charges incurred by Anderin will be issued three times: once in the amount of \$10,000.00 due on November 15, 2019 (beginning of project); once in the amount of \$10,000.00 on December 31, 2019 or upon Acceptance of Final Testing, whichever comes first; and once in the amount of \$10,000.00 due on February 28, 2020 or upon this Upgrade being considered Implementation Ready, whichever comes first. Invoices will be payable on the dates indicated. Late payments will accrue penalties in the amount of 10 percent of amount due (10% of amount due) per month. Monies paid will be directed to late fees first, then original invoiced amount.

The estimate for the Professional Services (800 man-hours) includes normal communication and resolution of reasonable issues. Should the estimate prove to require additional time that was not caused by County, Anderin will absorb the cost. Should the County raise issues that causes additional time to be used, this time will be billed additionally at two hundred and fifty dollars per hour (\$250/hour). All additional monies due must be paid, in full, by February 28, 2020.

Section 2.03 - Site Preparation

The County assumes full responsibility for the effectiveness and efficiency of the operating environment in which the hardware recommended by Anderin is to function.

Section 2.04 - Warranty of Performance.

Anderin guarantees that, except for custom software prepared by Anderin under the terms of this contract, all vendors used will be authorized dealers and/or distributors in good standing for any hardware or software installed under this contract.

Except as otherwise provided herein, the County hereby acknowledges that in the event of defect(s) in hardware and/or software obtained from other vendors, its sole remedy shall be such remedy, if any, it may have against the hardware and/or software vendor who caused the malfunction.

SECTION 3.0 TERM

Section 3.01 - Commencement of Agreement

The term of this Agreement shall commence upon its execution by both parties.

The completion of this project will be February 28, 2020.

This Agreement shall become null and void if not sign by both parties before November 1, 2019.

Section 3.02 - Termination at Will

This Agreement may be terminated by the County or Anderin by providing ten (10) days written notice to opposing party.

Section 3.03 - Termination for Nonpayment

Anderin may terminate the Agreement at any time by written notice for nonpayment of any amount due including services invoiced and rendered under this Agreement.

Section 3.04- Remedies for Termination

If this Agreement is terminated under the circumstances detailed in Section 3.02, Section 3.03 or Section 9.02 herein, Anderin shall be entitled to retain all payments made by the County and the County shall remain liable for the professional service fees and all other amounts due and unpaid as of the date of termination.

Section 3.05 - Expiration of Term

Except as provided above, the term of this Agreement shall expire upon the completion of the scope of services contained herein, except for all warranties, confidentiality and non-solicitation provisions.

SECTION 4.0 - MODIFICATION OF TERMS

Section 4.01 - Modification of Purchase Price

The compensation agreed to under this agreement may be modified by a change authorization upon mutual agreement between Anderin and the County in the event that (1) the scope of services as set out in Section 2.0 is substantially modified and changed; or (2) the County fails to execute its responsibilities under Section 5.0 in a timely or proper manner.

Section 4.02 - Change Authorizations

In the event any change authorization causes an increase in the purchase price or the time required for the performance of Anderin's services under this Agreement, Anderin shall promptly make an adjustment in the price or performance time, and, if approved by the County, this Agreement shall be so modified accordingly. The change authorization must be agreed upon in writing and signed by both parties.

Section 4.03 - Conflicting Terms

If there is a conflict between the terms of this Agreement and a change authorization, the terms in the change authorization prevail.

SECTION 5.0 - COUNTY'S RESPONSIBILITIES

Section 5.01 - Client Availability

The County has declared Mike Geries as the Primary Project Manager and Emily Craft as the Secondary Project Manager.

The County will make the Project Managers available to Anderin who will (1) provide information and data concerning the County's operations and activities; (2) assume responsibility for the accuracy of the information and data supplied; (3) advise Anderin of requirements; (4) provide access to the County's staff at the reasonable request of Anderin to answer questions; and (5) provide access to the County's facilities and system at reasonable times during the term of this agreement.

The County understands that Anderin will rely upon the County's Project Managers as having the authority specified above and that all communications from Anderin will be addressed to the County's Project Managers.

Section 5.02 - Facilities

The County will also provide adequate work space and facilities (desk space, chairs, use of telephones, and copier facilities) at the County's offices.

SECTION 6.0 - WRITTEN VERIFICATION OF WARRANTIES

No employee, agent or representative of the County has the authority to bind Anderin to any oral representation or warranty concerning the FMS Implementation. Any written representation concerning the FMS Implementation made prior to execution of this Agreement and not expressly contained herein shall not be enforceable by the County. Any written representation concerning the FMS Implementation or warranty made during the term of this Agreement shall not be enforceable unless such warranty or representation is made in writing by an officer of Anderin and agreed to and signed by both parties.

SECTION 7.0 - PROPERTY RIGHTS

Section 7.01 - Copyright/Patent Indemnity

Anderin will indemnify and hold the County harmless for damages and direct expenditures incurred by Anderin and/or the County in defense against a copyright or patent infringement claim involving Anderin's work product provided that Anderin is promptly notified in writing by the County and such action is threatened or has been brought, and Anderin receives reasonable cooperation and assistance from the County.

Section 7.02 - Warranty of Ownership

Anderin warrants that it has the right to grant the rights to the Software provided under the terms of this agreement.

Section 7.03 - County's Programs and Data

Any programs, data or other materials furnished by the County in connection with the services performed under this Agreement shall remain the property of the County and will be held in confidence by Anderin.

SECTION 8.0 - PROPRIETARY AND TRADE SECRET INFORMATION

Section 8.01 - Confidentiality

Both parties agree to hold all confidential information in strictest confidence and not to make any use thereof other than for the performance of this Agreement.

Section 8.02 - Non-Solicitation

The County agrees that County shall neither directly nor indirectly solicit for employment, employ or otherwise retain the staff of Anderin during the term of this Agreement, unless mutually agreed to by the parties.

SECTION 9.0 - LIABILITY AND DEFAULT

Section 9.01 - Limitation of FMS Liability

Except as otherwise provided herein, Anderin's responsibilities under this Agreement prior to the acceptance by the County of the system, are to correct the performances of its services for the County in accordance with Section 2.01 and to ensure proper installation of the vendor software it is licensing to the County. After acceptance of the system, Anderin's sole responsibility is to ensure the proper operation of the custom software to be prepared under Section 2.01 of this Agreement. Under no circumstances shall Anderin or County be responsible for lost profits, loss of good will, loss of business or any other consequential damages.

A failure due to an Act of God will be exempt from this Warranty.

Because this is an upgrade, annual support will be transferred from the old Visual Basic version of FMS to this new .NET version of FMS. This annual support is described in another document.

Section 9.02 - Default

Failure by Anderin or the County to comply with any term or condition of this Agreement shall entitle the other party to give the party in default a written notice requiring it to correct such default.

If either party fails to perform its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice to the defaulting party, notwithstanding product availability or shipment from a third party outside the control of Anderin or outside the control of the County, the other party shall have the right to terminate the Agreement.

The right of either party to terminate this Agreement hereunder shall not be affected in any way by its waiver or failure to take action with respect to any previous default.

If Anderin fails for any reason except delays caused by Acts of God, or other conditions beyond the control of Anderin to complete the project by the end of the term contained in section 3.01 herein, the County shall have the right to deduct as liquidated damages from any money or monies due or coming due to Anderin an amount equal to \$100.00 per day for each and every business day after the project completion date that the completion of the project has not been made.

SECTION 10.0 - GENERAL PROVISIONS

This Agreement may not be assigned by Anderin without prior written consent of County, which consent will not be unreasonably withheld.

This Agreement may not be assigned by County without prior written consent of Anderin, which consent will be not unreasonably withheld, provided that County shall remain as a guarantor of its obligations under this Agreement.

SECTION 11.0 - APPLICABLE LAW

This agreement shall be governed by and continue under and in accordance with the common and statutory laws of the State of Illinois.

12.0 ALTERATIONS OR MODIFICATIONS

Any alterations or modifications to the Software not authorized in advance and in writing by Anderin shall be solely at County's expense and risk.

13.0 SOURCE CODE ESCROW

13.01 Source Code Storage-

County shall be designated as the Beneficiary of the source code as described below. Source code will be secured on-site, and a copy will be secured online via a web page. This Software will be Escrowed electronically at web address <http://escrow2019.anderincorp.com>. Upon ALL conditions of Section 13.02 being met, the web page will automatically release the entire project code so that it can be downloaded. The file will be in a zipped format and will need to be unzipped to be usable.

13.02 Release of Code-

A copy of such source code will be made available to County, only upon all of the following conditions occurring:

- (i) The dissolution or bankruptcy of Anderin, such that Anderin and its successor company, if any, refuses or is unable to honor any support or maintenance agreements; and
- (ii) Enrique "Rick" Evangelista refuses or is unable to continue any such maintenance or support agreements, either individually or through any company or business in which either may then be affiliated; and
- (iii) Anderin has received thirty (30) days written notice of the request by County for such continuation of support.

In the event of dissolution or bankruptcy of Anderin, County will receive notice within three (3) business days of the notification address for Enrique "Rick" Evangelista.

13.03 Limitations on Source Code Release-

In no event, will Source Code be turned over to County, if Anderin, a successor company, a subsidiary, or Enrique "Rick" Evangelista, notify the County that any of them are willing and able to support Software.

13.04 Ownership of Source Code-

In the event County obtains a copy of the source code under this Section, it is agreed and understood that such copy is solely for County's own personal use in supporting, and/or modifying County's copy of Software and no ownership interest in the source code or the copyright to the Software will be transferred, the same remaining the property of Anderin, and said copy of the source code is specifically subject to all of the restrictions of this Agreement, including by without limiting the generality of the foregoing, the limitations regarding non-disclosure of proprietary information and non-competition.

SECTION 14.0 - FURTHER ASSURANCES

Each party shall take such action and execute and deliver such documents and instruments as the other party may reasonably request in order to effectuate the terms of this Agreement and to consummate the transactions contemplated hereby.

SECTION 15.0 - HEADINGS

The paragraph headings of this Agreement are for convenience and reference only and do not form a part of the terms and conditions of this Agreement or give full notice thereof. Recitals in this Agreement are given the same weight and effect as the rest of the Agreement.

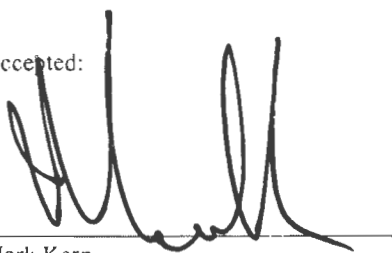
SECTION 16.0 - NOTICES

All notices required or permitted under this agreement shall, except as otherwise expressly provided in the Agreement, be in writing and shall be sufficiently given only if mailed by certified or registered mail, return receipt requested, to the party to receive notice at the address on the first page of the Agreement.

Either party may change its address hereunder by serving notice of such change as provided herein. Except as otherwise expressly provided in this Agreement, all notices given by mail shall be deemed given when mailed.

IN WITNESS WHEREOF, this Agreement is executed and made effective the 1st day of November 2019, defined for the purpose of this Agreement as the Effective Date.

Accepted:

A handwritten signature in black ink, appearing to be 'Mark Kern', written over a horizontal line.

Mark Kern
Board Chairman
St. Clair County

Accepted:

Enrique "Rick" Evangelista
President
Anderin Corporation

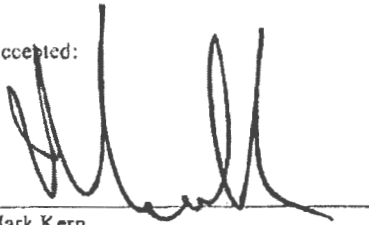
SECTION 16.0 - NOTICES

All notices required or permitted under this agreement shall, except as otherwise expressly provided in the Agreement, be in writing and shall be sufficiently given only if mailed by certified or registered mail, return receipt requested, to the party to receive notice at the address on the first page of the Agreement.

Either party may change its address hereunder by serving notice of such change as provided herein. Except as otherwise expressly provided in this Agreement, all notices given by mail shall be deemed given when mailed.

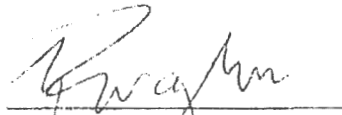
IN WITNESS WHEREOF, this Agreement is executed and made effective the 1st day of November 2019, defined for the purpose of this Agreement as the Effective Date.

Accepted:

A handwritten signature in black ink, appearing to be 'Mark Kern', written over a horizontal line.

Mark Kern
Board Chairman
St. Clair County

Accepted:

A handwritten signature in black ink, appearing to be 'Enrique Evangelista', written over a horizontal line.

Enrique "Rick" Evangelista
President
Anderin Corporation

Resolution No. _____

REVIEWED BY:

Jeffrey C. Sendrey
IT Director

Debra M.
Director of Administration

APPROVED BY:

Paul H. W.
Edward L. Bell
Steve
Paul H.
Gini Meri

MIS COMMITTEE

Matt O'Leary
Jane Chittenden
John West
John W.

Richard Kerner
Mark
Paul Sisk

FINANCE COMMITTEE

County of St. Clair

INFORMATION TECHNOLOGY DEPARTMENT

County Website Redesign Proposal

November 7, 2019

The current St. Clair County website is over six years old. Hardware is overdue to be life cycled out of service and the current software platform (SharePoint) is no longer recommended by Microsoft as being appropriate for public facing websites and the current version was flagged during the recent penetration test as having multiple security vulnerabilities. Additionally, the penetration test also flagged the lack of SSL/TLS security as being a significant system vulnerability.

Proposals for a new website were obtained from three vendors: SteadyRain (\$26,100 - \$38,040), Engage Software (\$38,323) and eGov Strategies (\$51,950).

eGov Strategies is the most expensive at \$51,950. It is also the least desirable from a technical standpoint because their proprietary platform is much less flexible for adding any type of custom forms or data retrieval.

SteadyRain and Engage both use the DNN web site platform. DNN is a widely used, open source platform that will allow us to readily create any custom components that we need. Both vendors will work with us to host the web site on a cloud-based server. Hosting will ensure that the host machine will be up to date and secure, as those tasks will be under the service agreement with the host.

Preferred Vendor – SteadyRain

Reasoning:

1. Cost – SteadyRain provided the most flexible bid and best per-hour rate as well as the total bid.
2. Expertise – SteadyRain is a preferred partner for the vendor / creator of DNN. (DNN is the proposed platform for the new website)
3. Flexibility – SteadyRain will provide us with whatever level of support that we need.
4. Training – SteadyRain can provide both user and developer training.

WEBSITE STRATEGY PROPOSAL

prepared for

St. Clair County
Illinois



November 22, 2019

STEADYRAIN®
digital strategy, design & development



STEADYRAIN OVERVIEW

SteadyRain is a business and technology solutions firm focused on Internet Strategy, Design and Development. Founded in 1999, SteadyRain has extensive experience delivering Internet technology solutions for a client base that includes Ameren UE, Anheuser-Busch, AT&T, Build-A-Bear Workshop, BJC HealthCare's BarnesCare, Archdiocese of St. Louis, Carr Lane Manufacturing, The H-J Family of Companies, St. Louis Review, and Washington University Physicians Group.

SteadyRain currently employs twenty-five (25) full-time employees and several part-time employees all working out of our headquarters in the Soulard neighborhood in St. Louis, Missouri.

SteadyRain brings a balance of business and technology understanding to our clients' strategies. Our commitment to customer service is unmatched in the industry. The goal, always, is to increase profit, decrease cost, increase efficiency and/or to help our clients develop a competitive advantage in the marketplace.

SteadyRain's expertise extends through the entire life cycle of Internet project development including, but not limited to, strategic planning and conceptualization, graphic design, interactive/multimedia, database architecture, web application development, website hosting and ongoing development and application maintenance services.

In addition to these services, SteadyRain offers products and services such as direct email marketing, digital marketing consulting, digital survey development and deployment.

SteadyRain encourages potential clients to contact other existing clients to inquire about their experience with SteadyRain. Client references can be provided upon request.

analytics award-winning business

call-to-action competitive advantage

consulting content management

decrease costs design development

direct email domain name portfolio email

increase efficiency podcasting

extranet increase revenue

intranet integrated marketing interactive

internet strategy internet

multimedia online marketing opt-in

technology website web application

solutions world wide web www



WEBSITE STRATEGY: DELIVERABLES

INTRODUCTION

Based on the information provided by St. Clair County, the following items are defined as deliverables for website strategy and Phase I site development.

DELIVERABLES

The website strategy section of this engagement will include:

- Client Discovery
- Architectural Consulting
- User Interface Development

The website development deliverables will be determined based on the results of the consulting section of this engagement.



DEVELOPMENT ASSUMPTIONS

DESKTOP OPTIMIZED WEB SOLUTIONS

In order to provide guidelines around the most commonly requested scope of work details around any website development project, SteadyRain provides this list of assumptions on which the Project Budget Estimate has been based for this project.

OPERATING SYSTEMS COMPATIBILITY

The website will be tested and quality assured on the following operating systems:

Macintosh (Mac OS X Only)
Windows (Windows 8 & 10)

SteadyRain can provide quality assurance for other operating systems (i.e. Linux, Mac OS 9.x, etc.), however, this would be in addition to the project investment provided and would be billed at SteadyRain's standard time and materials rate.

BROWSER COMPATIBILITY

The website will be compatible and support:

Apple Safari 8.0 to current (www.apple.com/safari)
Google Chrome 40.0 to current (www.google.com/chrome)
Mozilla Firefox 45.0 to current (www.firefox.com)

May be compatible with and support:

Microsoft Edge
Microsoft Internet Explorer

Other browser types can be tested and site alterations made to make the site compatible with these browser types, however, this would be in addition to the Project Budget Estimate provided and would be billed at SteadyRain's standard time and materials rate. SteadyRain works diligently to maintain best practices in compliance with W3C standards.

MOBILE-OPTIMIZED WEB SOLUTIONS

In order to provide guidelines around the most commonly requested and provided scope of work details around any mobile optimized development project, SteadyRain provides this list of assumptions that have been included within the Project Budget Estimate for this project.

OPERATING SYSTEMS COMPATIBILITY

The website will be tested and quality assured on the following operating systems:

AndroidOS
Apple iOS

BROWSER COMPATIBILITY

The mobile optimized website will be compatible and support:

Android Browser 4.1 to current
iOS Browser (Safari) for Apple iOS 8.3 to current

May be compatible with and support:

Blackberry Browser
Windows MobileOS Browser

Other mobile browser types can be tested and site alterations made to make the site compatible with these browser types, however, this would be in addition to the Project Budget Estimate provided and would be billed at SteadyRain's standard time and materials rate.



DEVELOPMENT ASSUMPTIONS *(continued)*

CONTENT ASSUMPTIONS

In order to provide guidelines around the most commonly requested and provided scope of work details around any website development project, SteadyRain provides this list of assumptions that have been included within the Estimated Development Investment for the St. Clair County Website.

VISUAL ASSETS AND SOURCE MATERIAL

All website branding, graphics, illustrations, logos and photography will be supplied by or purchased by client in digital format. SteadyRain can assist in searching and licensing these items, but this would be in addition to the project investment provided and would be billed at SteadyRain's standard time and materials rate. SteadyRain assumes that all content provided has been licensed by St. Clair County for use on their website and all associated royalties have been paid to the vendor(s).

TEXTUAL ASSETS AND SOURCE MATERIAL

All website copy will be provided by client in digital format, to be populated by SteadyRain. SteadyRain can assist in the creation of marketing or search-engine-targeted copy, however, this would be in addition to the project investment provided and would be billed at SteadyRain's standard time and materials rate.

METHODS OF ASSET SUBMISSION

Methods of submission of content can include: CD-ROM / DVD-ROM, Email, Electronic/Internet Hard Drive, External Hard Drive (Firewire or USB), File Transfer Protocol (FTP), Flash Drive / Jump Drive / Thumb Drive and/or Smart Media (most varieties).

CONTENT PROVISION DEADLINE

All content will be provided by St. Clair County to SteadyRain within ten (10) business days of the project kick-off meeting. Delays in receipt of content may cause delays in the project's timeline.

MOBILE RESPONSIVE DISPLAY

Only two (2) responsive breakpoints are included within our scope of deliverables, Mobile (Smartphone) and Desktop only. Desktop view will be displayed on Tablet devices.



DEVELOPMENT ASSUMPTIONS

DESKTOP OPTIMIZED WEB SOLUTIONS

In order to provide guidelines around the most commonly requested scope of work details around any website development project, SteadyRain provides this list of assumptions on which the Project Budget Estimate has been based for this project.

OPERATING SYSTEMS COMPATIBILITY

The website will be tested and quality assured on the following operating systems:

Macintosh (Mac OS X Only)
Windows (Windows 8 & 10)

SteadyRain can provide quality assurance for other operating systems (i.e. Linux, Mac OS 9.x, etc.), however, this would be in addition to the project investment provided and would be billed at SteadyRain's standard time and materials rate.

BROWSER COMPATIBILITY

The website will be compatible and support:

Apple Safari 8.0 to current (www.apple.com/safari)
Google Chrome 40.0 to current (www.google.com/chrome)
Mozilla Firefox 45.0 to current (www.firefox.com)

May be compatible with and support:

Microsoft Edge
Microsoft Internet Explorer

Other browser types can be tested and site alterations made to make the site compatible with these browser types, however, this would be in addition to the Project Budget Estimate provided and would be billed at SteadyRain's standard time and materials rate. SteadyRain works diligently to maintain best practices in compliance with W3C standards.

MOBILE-OPTIMIZED WEB SOLUTIONS

In order to provide guidelines around the most commonly requested and provided scope of work details around any mobile optimized development project, SteadyRain provides this list of assumptions that have been included within the Project Budget Estimate for this project.

OPERATING SYSTEMS COMPATIBILITY

The website will be tested and quality assured on the following operating systems:

AndroidOS
Apple iOS

BROWSER COMPATIBILITY

The mobile optimized website will be compatible and support:

Android Browser 4.1 to current
iOS Browser (Safari) for Apple iOS 8.3 to current

May be compatible with and support:

Blackberry Browser
Windows MobileOS Browser

Other mobile browser types can be tested and site alterations made to make the site compatible with these browser types, however, this would be in addition to the Project Budget Estimate provided and would be billed at SteadyRain's standard time and materials rate.



DEVELOPMENT ASSUMPTIONS *(continued)*

CONTENT ASSUMPTIONS

In order to provide guidelines around the most commonly requested and provided scope of work details around any website development project, SteadyRain provides this list of assumptions that have been included within the Estimated Development Investment for the St. Clair County Website.

VISUAL ASSETS AND SOURCE MATERIAL

All website branding, graphics, illustrations, logos and photography will be supplied by or purchased by client in digital format. SteadyRain can assist in searching and licensing these items, but this would be in addition to the project investment provided and would be billed at SteadyRain's standard time and materials rate. SteadyRain assumes that all content provided has been licensed by St. Clair County for use on their website and all associated royalties have been paid to the vendor(s).

TEXTUAL ASSETS AND SOURCE MATERIAL

All website copy will be provided by client in digital format, to be populated by SteadyRain. SteadyRain can assist in the creation of marketing or search-engine-targeted copy, however, this would be in addition to the project investment provided and would be billed at SteadyRain's standard time and materials rate.

METHODS OF ASSET SUBMISSION

Methods of submission of content can include: CD-ROM / DVD-ROM, Email, Electronic/Internet Hard Drive, External Hard Drive (Firewire or USB), File Transfer Protocol (FTP), Flash Drive / Jump Drive / Thumb Drive and/or Smart Media (most varieties).

CONTENT PROVISION DEADLINE

All content will be provided by St. Clair County to SteadyRain within ten (10) business days of the project kick-off meeting. Delays in receipt of content may cause delays in the project's timeline.

MOBILE RESPONSIVE DISPLAY

Only two (2) responsive breakpoints are included within our scope of deliverables, Mobile (Smartphone) and Desktop only. Desktop view will be displayed on Tablet devices.



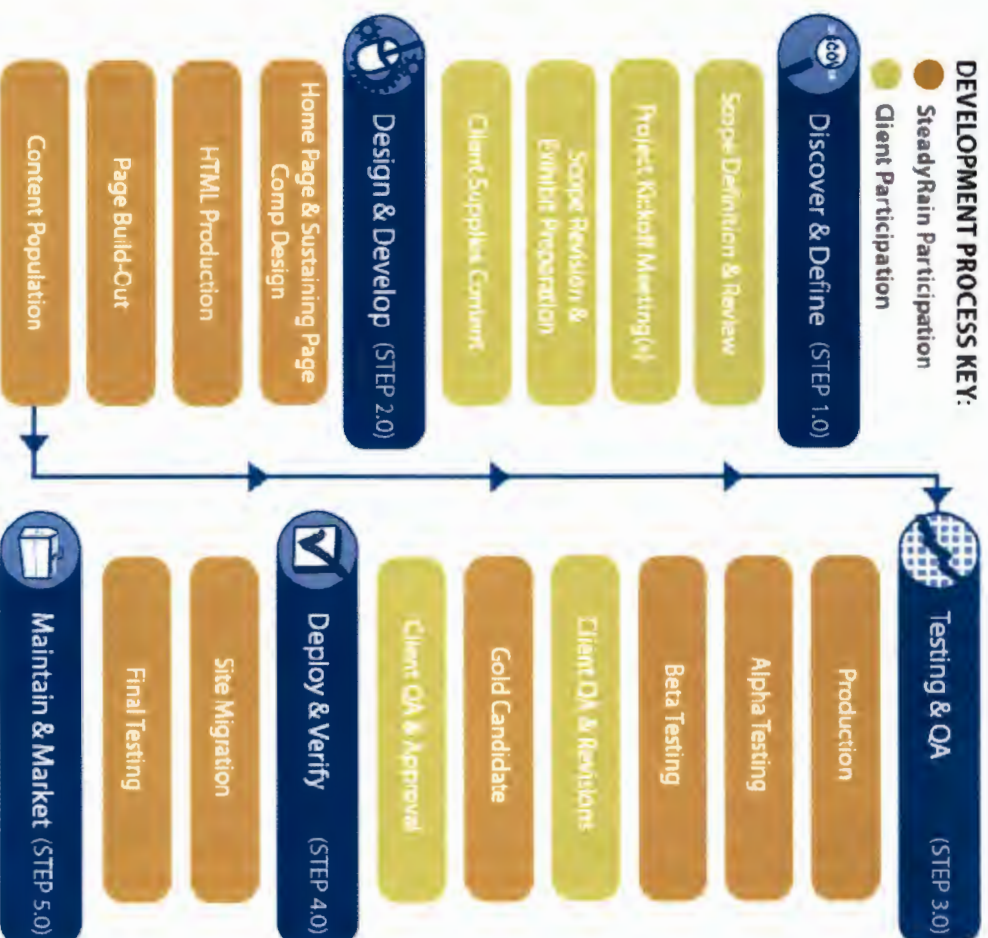
DEVELOPMENT PROCESS

While SteadyRain's development process is customized slightly to fit each client's project, the process largely remains the same project after project. It is rooted in a core project management process that has been proven time and again by allowing us to stay on scope, on time and on budget.

SteadyRain's standard process is illustrated at right and provides a solid guideline for how your project will proceed through development project kick-off through launch into the production environment.

For further clarification, SteadyRain includes more details through many of these steps throughout the following pages and is happy to review and discuss any portion of the process with St. Clair County upon their review.

Setting expectations of how the development process will work with your developers is an important way to reduce project management stress on both sides of a development engagement.



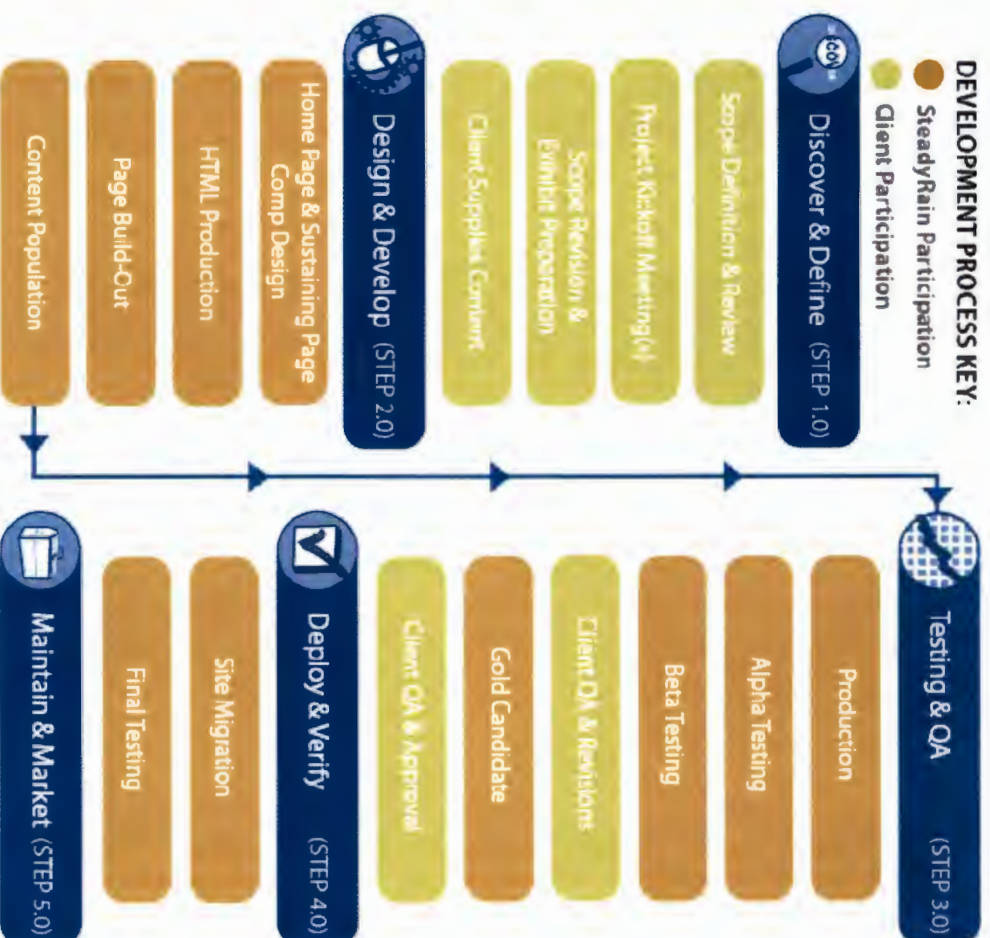
DEVELOPMENT PROCESS

While SteadyRain's development process is customized slightly to fit each client's project, the process largely remains the same project after project. It is rooted in a core project management process that has been proven time and again by allowing us to stay on scope, on time and on budget.

SteadyRain's standard process is illustrated at right and provides a solid guideline for how your project will proceed through development project kick-off through launch into the production environment.

For further clarification, SteadyRain includes more details through many of these steps throughout the following pages and is happy to review and discuss any portion of the process with St. Clair County upon their review.

Setting expectations of how the development process will work with your developers is an important way to reduce project management stress on both sides of a development engagement.



PRO FORMA TIMELINE

SteadyRain provides the estimates at right for the various portions of development that are of interest to St. Clair County.

These timelines are subject to change based on the Scope of Work for each project and the Functional Specifications defined for each Phase of the project included at right.

Upon final selection of SteadyRain as a vendor, a more specific pro forma timeline can be provided as a method for St. Clair County to understand the time required to complete the tasks outlined for this project.

PROJECT TIMELINE

Website Strategy Consulting

Six (6) to Eight (8) weeks

Website Development Deliverables

Twelve (12) to Sixteen (16) weeks

Note that this project timeline is solely dependent on the final scope of work determined within the website strategy consulting portion of the project.



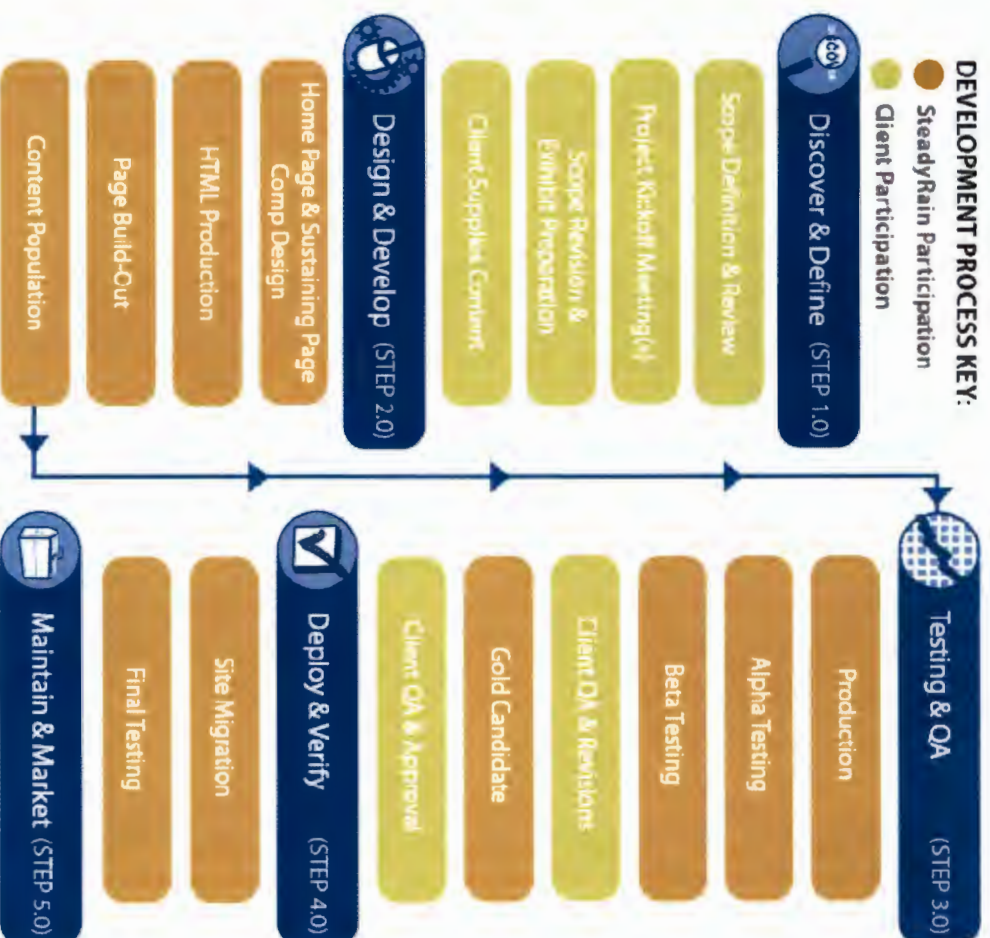
DEVELOPMENT PROCESS

While SteadyRain's development process is customized slightly to fit each client's project, the process largely remains the same project after project. It is rooted in a core project management process that has been proven time and again by allowing us to stay on scope, on time and on budget.

SteadyRain's standard process is illustrated at right and provides a solid guideline for how your project will proceed through development project kick-off through launch into the production environment.

For further clarification, SteadyRain includes more details through many of these steps throughout the following pages and is happy to review and discuss any portion of the process with St. Clair County upon their review.

Setting expectations of how the development process will work with your developers is an important way to reduce project management stress on both sides of a development engagement.



PRO FORMA TIMELINE

SteadyRain provides the estimates at right for the various portions of development that are of interest to St. Clair County.

These timelines are subject to change based on the Scope of Work for each project and the Functional Specifications defined for each Phase of the project included at right.

Upon final selection of SteadyRain as a vendor, a more specific pro forma timeline can be provided as a method for St. Clair County to understand the time required to complete the tasks outlined for this project.

PROJECT TIMELINE

Website Strategy Consulting

Six (6) to Eight (8) weeks

Website Development Deliverables

Twelve (12) to Sixteen (16) weeks

Note that this project timeline is solely dependent on the final scope of work determined within the website strategy consulting portion of the project.



ESTIMATED DEVELOPMENT INVESTMENT

Based on the information provided by St. Clair County and the results of SteadyRain's initial discoveries surrounding St. Clair County's current web strategy, the following solution is recommended.

Costs outlined in this agreement are **estimates only** and do not reflect an accurate budget based on a concrete, defined scope of work. Based on the completion of the website strategy section of the estimate outlined at right, a revised Project Budget Estimate will be provided.

Hourly Rate	\$150
TASK AREA / DESCRIPTION & BUDGETED HOURS	ESTIMATED INVESTMENT
Website Strategy	
Client Discovery 24 Hours	\$3,600
Architectural Consulting 32 Hours	\$4,800
User Interface Design 48 Hours	\$7,200
Website Development (Subject to further scope definition)	
Front-End Theme Development 48 Hours	\$7,200
Page Build-out & Content Population 24 Hours	\$3,600
Programming & Module Development Not Included within Scope of Work	\$0
Legacy URL Search & Support 16 Hours	\$2,400
Project Management	
Project Management, Quality Assurance & CMS Training 62 Hours	\$9,150
Project Budget Estimate	\$37,950
Budgeted Hours	253



WEBSITE HOSTING SOLUTION

The new solution can be hosted by any number of qualified hosting facilities throughout the United States. SteadyRain has strategic relationships with several hosting facilities and can recommend the best hosting solution based on specific hosting requirements discussed with St. Clair County during the project timeline.

Selecting one of SteadyRain's strategic partners will reduce costs associated with interaction between SteadyRain and the provider as well as time required to manually configure a web server provided by a third-party hosting facility.

However, SteadyRain can deploy the solution to any solution provider that supports the Microsoft technology stack. Specifically, a Windows Server Standard Edition web server running Internet Information Server (IIS). The content management system will also require access to a Microsoft SQL server.

The hosting provider will bill St. Clair County directly for hosting services. Typical hosting packages and fees are provided as a guideline at left but, are subject to change based on:

- Processing Power Requirements
- Web and Database Server Memory Requirements
- Total Disk Storage Requirements
- Total Bandwidth Utilization Requirements
- Back Up and Recovery Requirements
- Geographic Redundancy Requirements
- Uptime Service Level Agreement (SLA)

Costs outlined in this proposal are valid within thirty (30) days of the date listed on the cover of the proposal. Following this 30-day period, SteadyRain reserves the right to revise these estimates.

WEB HOSTING, VIRTUAL HOST/SHARED SERVER

\$100 PER MONTH - \$250 PER MONTH

WEB HOSTING, VIRTUAL SERVER

\$250 PER MONTH - \$500 PER MONTH

WEB HOSTING, VIRTUAL PRIVATE SERVER (VPS)

MONTHLY FEE DEPENDS ENTIRELY ON RESOURCES REQUIRED
RELATED TO THE VIRTUAL PRIVATE SERVER SOLUTION



CONSULTING AGREEMENT

SUMMARY

SteadyRain will deliver consulting with the intent of fulfilling the goals described previously in this proposal through the creation of the deliverables also defined in this proposal.

By executing this document, I, the undersigned, acknowledge that I am entering into a Consulting Agreement with SteadyRain for the period defined above as the "Project Timeline" in the amount defined as "Project Budget Investment" as defined in the Estimated Development Investment section of this document, above.

I further acknowledge that, by the very nature of this type of consulting, the planned deliverables at the outset of the project may not match with those delivered upon completion, but that any variance will be arrived at through mutual agreement between St. Clair County and SteadyRain. Because these estimate(s) have been generated prior to a consulting engagement, St. Clair County grants SteadyRain an opportunity to revise these estimate(s) once that consulting process has been completed.

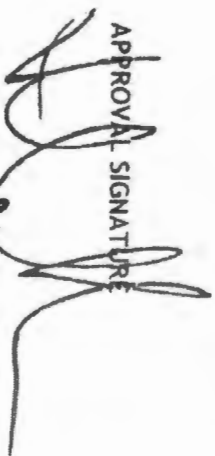
SteadyRain is providing the consultancy at the Hourly Rate as provided for a specified number of hours, also both defined in the Estimated Development Investment section of this document.

Any hours resulting from requested consultancy during the Pro Forma Timeline exceeding these Budgeted Hours will be billed at the Hourly Rate in addition to the Project Budget Estimate. All rates are detailed in the **Additional, Value-Added Services** section of this document.

If, at any time, St. Clair County wishes to modify or terminate this Consulting Agreement, SteadyRain will require written notification sixty (60) days prior to the requested modification or termination date. SteadyRain has the right to modify or terminate this Agreement at any time.

Notwithstanding any other provision of this Agreement, the total and maximum liability of SteadyRain to St. Clair County for any reason and upon any cause of action, shall be limited to the amount actually paid to and received by SteadyRain from St. Clair County under this Agreement during a period of twelve (12) months prior to the date on which such claim accrued.

APPROVAL SIGNATURE



Client Representative

11/20/19

Effective Date



SteadyRain Representative

11/26/19

Effective Date

TERMS OF AGREEMENT

DEPOSIT REQUIRED

A 50% deposit on the selected option(s) is due upon execution of this agreement and before or at the project kick-off meeting.

BALANCE OF PAYMENT

All invoices will be based on a time and materials model and billed bi-weekly until the project has been paid in full. Payment for all invoices is subject to terms of Net 30. Past due accounts will be charged an interest fee or late charge.

CONTRACT:

The laws of the State of Missouri shall govern the validity, construction, performance, and enforcement of this Agreement. SteadyRain has the right to modify or terminate this Agreement at any time. Notwithstanding any other provision of this Agreement, SteadyRain's maximum and total liability arising from or in connection with this Agreement, Deliverables resulting from this Agreement and/or any other materials provided hereunder shall not exceed the total of the payments actually paid to and received by SteadyRain.

BILLING CONTACT

All correspondence and invoices generated as a result of SteadyRain's engagement to complete the project(s) reflected hereto in will be directed to the St. Clair County client contact:

St. Clair County

ATTN: Purchasing Department
#10 Public Square
Belleville, IL 62220

618 . 825 . 2538 purchasing@co.st-clair.il.us | email

I agree to the Terms of Agreement as set forth above as well as the following items that are outlined within this proposal:

- ☐ Client Discovery
- ☐ Architectural Consulting
- ☐ User Interface Design
- ☐ Front-End Theme Development
- ☐ Page Build-out & Content Population
- ☐ Legacy URL Search & Support
- ☐ Project Management, Quality Assurance & CMS Training

APPROVAL SIGNATURE



Client Representative

11/26/19

Effective Date

SteadyRain Representative



Effective Date



ADDITIONAL, VALUE-ADDED SERVICES

As mentioned, additional services can be value-added, as needed, to the previously-described solution as an accent to the current project scope. The following shows pricing for those services:

CONSULTING SERVICES

\$150.00

Internet strategy in the web architecture, application engineering, digital marketing and online public relations disciplines.

All additional consulting services will be performed at an hourly basis and are outside of the Project Budget Estimate provided above.

CONTENT SERVICES

\$145.00

Research, review and selection of royalty-free or licensed stock illustrations or photography.

Acquisition of licensed content from vendors will be subject to a 15% surcharge.

COPYWRITING SERVICES

\$145.00

Copy generation and editing.

All copywriting services are performed at an hourly basis and are outside of the Project Budget Estimate provided above.

DESIGN SERVICES

\$150.00

Graphic design, multimedia development and web production.

All additional design services will be performed at an hourly basis and are outside of the Project Budget Estimate provided above.

DEVELOPMENT SERVICES

\$150.00

Data cleaning, data integration, data management, database design, development and programming.

All additional development services are performed at an hourly basis and are outside of the Project Budget Estimate provided above.

CMS TRAINING SERVICES

\$150.00

SteadyRain provides additional training on using the content management system for staff members and can provide a training program with content publishing guidelines upon request.

DIGITAL MARKETING SERVICES

\$145.00

Digital marketing strategy and implementation including organic and paid search marketing, social media marketing, and email marketing.



STEADYRAIN MANAGEMENT TEAM

The following individuals lead the SteadyRain strategy and operations teams. The strategy team focuses on consulting and strategy for clients and the operations team is the group of designers and developers who execute those strategies for our clients.

Thompson Knox — Chief Strategy Officer

As a seasoned member of the development community in St. Louis, Thompson Knox has been working on the web since 1997. Thompson joins SteadyRain from a position at Cleargroove, a St. Louis-based integrated marketing firm, where he helped develop interactive marketing campaigns, integrating both online and offline marketing with advanced measuring tools to provide clients real-time reporting on marketing efforts. His fusion of knowledge in the disciplines of design, marketing, multimedia, production, programming and quality assurance make him an asset to any strategy and any solution. In his near decade of experience in architecting, building and project managing developments for companies that include AT&T Broadband, Cingular, HBO, KFC, McDonald's, SBC and Taco Bell. Thompson has proven his effectiveness at building solid solutions that get results for his clients.

Joe Marcallini — Chief Technology Officer

Joe Marcallini brings a wealth of experience to the position of Vice President of Internet Strategy at SteadyRain. Joe has an extensive background in programming, including experience with technologies such as ASP/ASP.NET, JavaScript, VBScript, C++, and SQL. He has also worked in application analysis, account management and project management. As Partner at SteadyRain, Joe is responsible for the overall management of all projects. He works with clients to define project scope and also creates and manages project timelines. During the production lifecycle, he oversees day-to-day client management and ensures that all projects are completed on time and within budget. Joe has successfully managed projects for companies such as Anheuser-Busch, AmerenUE, Enterprise Bank, Chaminade College Preparatory School and Chamberlain College of Nursing (formerly Deaconess College of Nursing).



STEADYRAIN MANAGEMENT TEAM

The following individuals comprise the Internet Strategy and knowledge team at SteadyRain. These individuals are key in providing solutions that meet our clients' goals and act as the main contacts, account managers, project managers and technology concierges for SteadyRain's diverse client portfolio.

Andrea Sucherman – Vice President, Research & Development

Andrea has acquired experience in print advertising, television, web advertising, and public service campaigns. She graduated with a Bachelor of Science in Journalism with a focus in Advertising from Southern Illinois University Carbondale. With her experience from Country Music Television (CMT), Andrea has worked with various clients including Pedigree, Garnier Fructis, Blackberry, and Hamburger Helper. As a Digital Strategist with seven years at SteadyRain, Andrea works with clients as an Account Manager, Project Manager and Consultant.



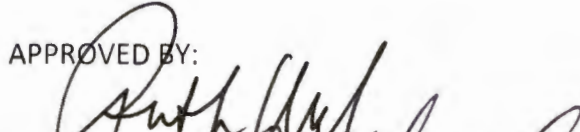
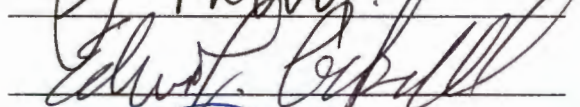
Resolution No. _____

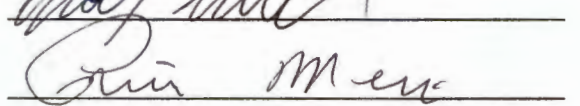
REVIEWED BY:


IT Director

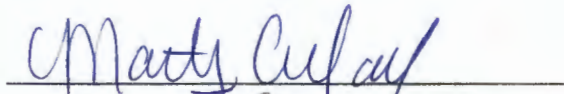
Director of Administration

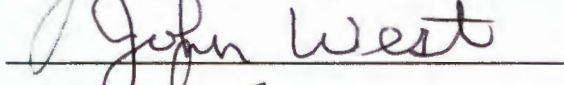
APPROVED BY:

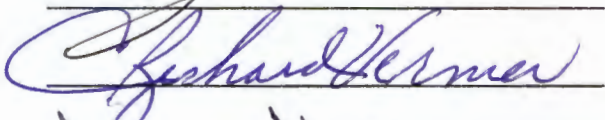



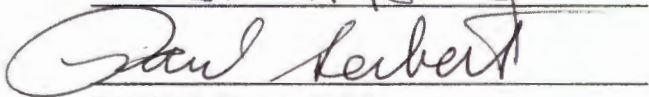
MIS COMMITTEE









FINANCE COMMITTEE



**Property Tax Software, wEdge and Vital Records
License, Maintenance and Support**

in

St. Clair County, Illinois

1709 AFTON ROAD, SYCAMORE, IL 60178

P : (815) 899-6850 TF : (866) 4-DEVNET F : (815) 899-0020

www.devnetinc.com

Agreement For DEVNET Inc. Services

Table of Contents

Agreement For DEVNET Inc. Services 2

Recitals..... 3

ARTICLE 1: Definitions 3

ARTICLE 2: Description of Services 5

ARTICLE 3: Joint Responsibilities 9

ARTICLE 4: ST. CLAIR COUNTY Responsibilities 10

ARTICLE 5: Term..... 11

ARTICLE 6: Price and Payment 16

ARTICLE 7: Ownership; Limited License Granted 18

ARTICLE 8: Confidentiality and Nondisclosure 19

ARTICLE 9: Warranty 21

ARTICLE 10: Indemnification 22

ARTICLE 11: Changes 22

ARTICLE 12: Force Majeure 23

ARTICLE 13: Termination..... 23

ARTICLE 14: Assignment..... 24

ARTICLE 15: Miscellaneous..... 24

ARTICLE 16: Entire Agreement 26

This "Agreement" dated November 30, 2019 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 1709 Afton Road, Sycamore, Illinois 60178, and ST. CLAIR COUNTY, Illinois (ST. CLAIR COUNTY), an State unit of local government, having its principal offices at ST. CLAIR County Courthouse, 10 Public Square, Belleville, IL 62220.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, ST. CLAIR COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and ST. CLAIR COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1: Definitions

1.1 Acceptance

The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to ST. CLAIR COUNTY, is installed on ST. CLAIR COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.

1.2 Application Error

The term "application error" means an error in an application program that causes it to fail and terminate abnormally.

1.3 Application Program

The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow ST. CLAIR COUNTY to operate its Property Tax database.

1.4 Customized Changes

The term "customized changes" means a program or system change specific to the needs of ST. CLAIR COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.

1.5 Database Error

The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.

1.6 St. Clair County Databases

The term "ST. CLAIR COUNTY Databases" means the Property Tax data prepared and managed by ST. CLAIR COUNTY that are stored in electronic format and which are accessible by ST. CLAIR COUNTY's computer system.

- 1.7 **St. Clair County Equipment**
The term "ST. CLAIR COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the ST. CLAIR COUNTY. By way of illustration, but not limitation, ST. CLAIR COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "ST. CLAIR COUNTY Databases reside, and the communications equipment required to link the ST. CLAIR COUNTY Databases to any satellite location(s).
- 1.8 **St. Clair County Software**
The term "ST. CLAIR COUNTY Software" means application software, database management software, and operating system software that runs on ST. CLAIR COUNTY Equipment and ST. CLAIR COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by ST. CLAIR COUNTY (or ST. CLAIR COUNTY's third party vendors), not DEVNET.
- 1.9 **Documentation**
The term "Documentation" means User manuals, ST. CLAIR COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 **DEVNET Property Tax Software System**
The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.
- 1.11 **Software Maintenance**
The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.12 **Software Support**
The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

ARTICLE 2: Description of Services

- 2.1 DEVNET shall provide ST. CLAIR COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Article 6 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by ST. CLAIR COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2008 R2-2012 R2 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Property Tax Assessment Administration Deliverables

- Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Parcel Transfer
- Time Memo Maintenance
- Farmland Processing
- Equalization
- Notices and Reporting
- All required State Abstracts
- Inquiry
- Board of Review
 - Hearing (Docket) Maintenance
 - Hearing Notices
 - Tentative Board of Review Changes
 - Parcel Maintenance
 - Docket Reporting
 - Final Decision Notices
 - Equalization
 - All required State Abstracts
 - \$100,000.00 tax reduction notices
- Assessment Level Change and Roll to County Clerk
- Assessor functions for Certificates of Error

Property Tax Extension

- Tax District maintenance
- All required State Abstracts
- Parcel Maintenance includes:
 - TIF Parcel information (If applicable)

- Enterprise Zones (if applicable)
- Notices and Reporting
- State Equalization
- Calculation and Reports
- Equalized Assessed Value
- Tax District Rates
- Tax District Extensions
- PTELL (if applicable)
- Roll to County Collector

Property Tax Collection/Distribution

- Tax Billing
- Mortgage Company ACH
- Hard Copy Bills
- Tax Collection and Distribution
- Treasurer functions for Certificates of Error
- Delinquent Notices
- Tax Sale Processing
- Forfeiture Maintenance
- Reports and Inquiry

Tax Sale Redemption

- Tax Sale Parcel Management
- Redemption Processing
- Print Estimates of Redemption
- Tax Buyer Fee Maintenance
- Tax Buyer Maintenance
- Print Checks to Tax Buyers
- Reports and Inquiry

Drainage Modules

- Drainage Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Time Memo Maintenance
- Drainage Collection
- Drainage Distribution
- Notices and Reporting

Mobile Home Module

- Mobile Home Maintenance
- Name and Address Maintenance
- Vehicle Information Maintenance
- Calculate/Print Mobile Home Tax Bills
- Mobile Home Collection
- Mobile Home Distribution
- Notices and Reporting

DEVNET Hosted wEdge

- All updates, bug fixes, database fixes and phone support for county staff

Not Included: Software support for wEdge online inquiry shall not include:

- a. Phone Support for the public or subscribers. This is chargeable at \$125.00 per hour. The County also has the option of buying support in blocks of hours for the public/subscribers at \$110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.
- b. Support due to infrastructure problems at the county site is not covered. Support for this instance is billable at \$125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

(The following modules are effective December 1, 2022)

Vital Records Indexing and Retrieval

- Allows indexing of birth, death and marriage records.
- Extensive genealogy features automatically build family history by linking related vital records
- Allows indexing, reporting, and publication of marriage licenses
- Extensive reporting capabilities, including index book generation and daily entry proof listings
- Extensive inquiry capabilities
- System produces a variety of elegant forms

Document Scanning

- Fully integrated into all DEVNET Edge® solutions
- Customizable for a variety of uses throughout your courthouse or organization. Images can be indexed by a wide array of information
- Supports over 100 different image formats including the most popular formats for document scanning and digital photography
- Supports nearly all major brands and models of scanning and digital image capturing devices
- Images from other scanning systems and products can easily be converted
- Images can be published and sold via CD-ROM. A client application is available for use by the public

Miscellaneous Receipting

- User customizable fee structure automatically calculates fees for each document
- Allows cashiering of copy, search and other miscellaneous fees

- Customer accounts track balances and produce billing statements
- Extensive reporting allows for easy balancing and end of day closeout
- Incorporates point of sale hardware for validating checks, stamping documents, utilizing cash drawers and receipt printing

2.5 **SECURITY**

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

2.6 **DEVNET shall provide maintenance and support that includes:**

- a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. ST. CLAIR COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.
- b. Software support includes all training, and retraining of ST. CLAIR COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by ST. CLAIR COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of ST. CLAIR COUNTY's staff may have.
- c. Software support shall not include any customized changes to the system, after the system is accepted by ST. CLAIR COUNTY.
- d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
- e. DEVNET shall reasonably respond to ST. CLAIR COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. ST. CLAIR COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.

2.7 **The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois.**

ARTICLE 3: Joint Responsibilities

- 3.1 Product design, to ensure consistency of interface and operation of ST. CLAIR COUNTY Databases.
- 3.2 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.3 Change control planning, to ensure orderly maintenance and enhancement of ST. CLAIR COUNTY Databases.

ARTICLE 4: ST. CLAIR COUNTY Responsibilities

- 4.1 ST. CLAIR COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in ST. CLAIR COUNTY's Databases.
- 4.2 ST. CLAIR COUNTY shall allow DEVNET scheduled access to ST. CLAIR COUNTY Equipment and ST. CLAIR COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in ST. CLAIR COUNTY's Databases. Any delay by ST. CLAIR COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 ST. CLAIR COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the ST. CLAIR Software and ST. CLAIR Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by ST. CLAIR COUNTY. Any delay by ST. CLAIR COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to ST. CLAIR COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 ST. CLAIR COUNTY shall provide guidelines to DEVNET regarding use of information contained in the ST. CLAIR Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by ST. CLAIR COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 ST. CLAIR COUNTY shall allow DEVNET to use ST. CLAIR COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to ST. CLAIR COUNTY, the ST. CLAIR Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If ST. CLAIR COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to ST. CLAIR COUNTY at DEVNET's then-current rates for time and materials. Any delay by ST. CLAIR COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, ST. CLAIR COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

DEVNET Hardware Requirements

Hardware may be purchased from any third-party vendor of the County's choice. Note that the County or third-party vendor is responsible for deployment of the server(s), and all required third-party software, including the Active Directory/domain and SQL Server, unless DEVNET is contracted to deploy the server hardware and software.

The specifications included in this section assume a single SQL and file server environment. In an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

Tax and CAMA analytics in the DEVNET system use the SQL Server R component. Clients up to 50,000 parcels can deploy SQL R in-database as a single server solution. Clients with 50,000-100,000 parcels may be able to deploy a single server SQL R in-database solution depending on usage of the analytics. Clients with more than 100,000 must deploy a separate standalone R server.

Note: SQL R in-database cannot be deployed on a SQL cluster; therefore, a client with an SQL cluster must deploy the standalone R server.

If the Application, Image/Document, Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the server specifications described in this section.

These specifications are for a physical server to support the DEVNET solution.

SQL Server Specifications

Minimum: < 200,000 parcels and < 60 users
2.00+ GHz Dual 8-Core Intel Xeon E5 V3 or better processors.
64-128 GB RAM.
300+ GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file ^{1,2} .
900 GB available hard drive space in a RAID-1.(mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, separate array for the SQL log files may be recommended ^{1,2} .
1-2 TB available hard drive space in a RAID-1.(mirroring) or RAID-5 array using 10K 6G SAS drives for Application, Image/Document, and Sketch files ^{1,2} .
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
Tape/disk or other backup solution.
High Speed Internet access.
VPN remote access.
Dual Teamed 1 Gb Ethernet adapters (Quad Teamed 1 Gb Ethernet adapters or 10 GB Ethernet adapter recommended).
N+1 redundant cooling ³ .
N+1 redundant power ³ .
Uninterruptible power supply ⁴ .

Windows Server 2016 Standard Edition.
Microsoft SQL Server 2016 Standard Edition.
MS SQL Native Client/ODBC driver.
.NET Framework 4.7.2.
Microsoft Visual C++ Redistributable for Visual Studio 2017.

Standalone R Server Minimum Specifications

Minimum: May be required 50,000-100,000 parcels, required if > 100,000 parcels
2.00 GHz 8-core Intel Xeon Silver 41xx or better processor (8-core Intel Xeon Gold 61xx series processor recommended).
32-64 GB RAM.
300+ GB hard drive space in a RAID-1.(mirroring) or RAID-5 array using 10K 12G SAS drives for Windows OS, R Server Application, and Virtual Memory file ² .
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
Tape/disk or other backup solution.
High Speed Internet access.
VPN remote access.
Dual Teamed 1 Gb Ethernet adapters.
N+1 redundant cooling ³ .
N+1 redundant power ³ .
Uninterruptible power supply ⁴ .
Windows Server 2016 Standard Edition.
Microsoft SQL Server 2016 Standard Edition R component.
MS SQL Native Client/ODBC driver.
.NET Framework 4.7.2.
Microsoft Visual C++ Redistributable for Visual Studio 2017.

¹ The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

² Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

³ Clients can substitute an alternative as long as they provide the same level of redundancy.

⁴ Clients do not need a UPS specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL Database server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. **Note:** Unlike other applications, SQL is not very tolerant of latency.

The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

Workstation Specifications

Minimum Requirements	2.0+ GHz dual core processor.
	4 GB RAM.
	20GB+ hard drive.
	Video graphics chip set with support for: • Minimum resolution of 1280 x 1024. • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher. • DirectX 11. • Direct3D feature level 9_3 minimum.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
	Windows 7SP1-10(ver. 1511+) Pro/Ent.
	100/1000 Mb Ethernet adapter.
	Mouse.
	MS SQL Native Client/ODBC driver.
	.NET Framework 4.7.2.
	Microsoft Visual C++ Redistributable for Visual Studio 2017.
Preferred Requirements	2.0+ GHz dual core processor.
	8 GB RAM.
	40GB+ hard drive.
	Video graphics chip set with support for: • Minimum resolution of 1280 x 1024. • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher. • DirectX 11 hardware rendering. • Direct3D feature level 9_3 minimum.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.

	Windows 7SP1-10(ver. 1511+) Pro/Ent.
	1 Gb Ethernet adapter.
	Mouse.
	MS SQL Native Client/ODBC driver.
	.NET Framework 4.7.2.
	Microsoft Visual C++ Redistributable for Visual Studio 2017.

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts to either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, receipt/slip printer driver will need to support slip wait and cash drawer open via settings in the driver. DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer. DEVNET also has successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

Barcode Reader

Barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on the client barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed.

DEVNET recommends the Honeywell Voyager Series bar code reader.

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. We recommend the Epson Capture One and Epson TM-S2000 scanners.

End User Printing Support

Only printers with drivers support for a terminal server/Citrix environment should be used.
In some cases, other printers can be used; however, this can cause serious problems on the server.
The end user workstation and the server should be using driver version/type. As always, DEVNET recommends that the PostScript driver be used where possible.
Using a consistent printer make and/or model is recommended to ensure that the reports and forms that are printed print consistently across all end users. Using a universal driver for several models of a specific manufacture's printers models usually allows some choice in the printers while ensuring the printed output consistency.

Remote Scanning Support

Currently Windows does not natively support TWAIN scanning.
There are a number of third-party applications that provide this functionality; however, DEVNET has not tested any of these with the DEVNET applications.
Scanned documents and camera photos saved on the end user workstation can be imported into the DEVNET system from an end user workstation drive mapped in the remote session.

Client understands that wEdge is only supported on certain web browsers, and that wEdge may not function for the county or its users unless they are using a supported web browser.

Supported Web Browsers:

- Google Chrome
- Firefox
- Internet Explorer (Version 11 onward)
- Microsoft Edge

It is the client's responsibility to have supported web browsers installed and operational at the county on or before the commencement of work to be performed by DEVNET, Inc. pursuant to this agreement.

ARTICLE 5: Term

- 5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13.

ARTICLE 6: Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following five years, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (December 1, 2019-November 30, 2020): For services received by ST. CLAIR COUNTY under this Agreement during Year 01, ST. CLAIR COUNTY shall pay to DEVNET the sum of \$101,425.89, payable as follows:

- A. The sum of \$25,356.49 on or before December 1, 2019; and,
- B. The sum of \$25,356.48 on or before March 1, 2020; and,
- C. The sum of \$25,356.48 on or before June 1, 2020; and,
- D. The sum of \$25,356.48 on or before September 1, 2020.

The sums payable for Year 01 services shall be apportioned as follows:

- ⊖ \$79,025.39 for Property Tax software license, maintenance and support. (pro-rated for 11 months).
- ⊖ \$22,400.50 for wEdge software license, maintenance and support.

- 6.2 Year 02 (December 1, 2020- November 30, 2021): For services received by ST. CLAIR COUNTY under this Agreement during Year 02, ST. CLAIR COUNTY shall pay to DEVNET the sum of \$96,095.99, payable as follows:

- A. The sum of \$24,023.99 on or before December 1, 2020; and,
- B. The sum of \$24,024.00 on or before March 1, 2021; and,
- C. The sum of \$24,024.00 on or before June 1, 2021; and,
- D. The sum of \$24,024.00 on or before September 1, 2021.

The sums payable for Year 02 services shall be apportioned as follows:

- ⊖ \$85,415.99 for Property Tax software license, maintenance and support.
- ⊖ \$10,680.00 for wEdge software license, maintenance and support.

- 6.3 Year 03 (December 1, 2021-November 30, 2022): For services received by ST. CLAIR COUNTY under this Agreement during Year 03, ST. CLAIR COUNTY shall pay to DEVNET the sum of \$96,095.99, payable as follows:

- A. The sum of \$24,023.99 on or before December 1, 2021; and,
- B. The sum of \$24,024.00 on or before March 1, 2022; and,
- C. The sum of \$24,024.00 on or before June 1, 2022; and,
- D. The sum of \$24,024.00 on or before September 1, 2022.

The sums payable for Year 03 services shall be apportioned as follows:

- ⊖ \$85,415.99 for Property Tax software license, maintenance and support.
- ⊖ \$10,680.00 for wEdge software license, maintenance and support.

6.4 Year 04 (December 1, 2022-November 30, 2023): For services received by ST. CLAIR COUNTY under this Agreement during Year 04, ST. CLAIR COUNTY shall pay to DEVNET the sum of \$102,345.99, payable as follows:

- A. The sum of \$25,586.49 on or before December 1, 2022; and,
- B. The sum of \$25,586.50 on or before March 1, 2023; and,
- C. The sum of \$25,586.50 on or before June 1, 2023; and,
- D. The sum of \$25,586.50 on or before September 1, 2023.

The sums payable for Year 04 services shall be apportioned as follows:

- ⊖ \$85,415.99 for Property Tax software license, maintenance and support.
- ⊖ \$10,680.00 for wEdge software license, maintenance and support.
- ⊖ \$6,250.00 for Vital Records software license, maintenance and support. (Pro-rated for 15 months -September 1, 2022-November 30, 2023).

6.5 Year 05 (December 1, 2023-November 30, 2024): For services received by ST. CLAIR COUNTY under this Agreement during Year 05, ST. CLAIR COUNTY shall pay to DEVNET the sum of \$101,095.99, payable as follows:

- A. The sum of \$25,273.99 on or before December 1, 2023; and,
- B. The sum of \$25,274.00 on or before March 1, 2024; and,
- C. The sum of \$25,274.00 on or before June 1, 2024; and,
- D. The sum of \$25,274.00 on or before September 1, 2024.

The sums payable for Year 05 services shall be apportioned as follows:

- ⊖ \$85,415.99 for Property Tax software license, maintenance and support.
- ⊖ \$10,680.00 for wEdge software license, maintenance and support.
- ⊖ \$5,000.00 for Vital Records software license, maintenance and support.

ARTICLE 7: Ownership; Limited License Granted

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to ST. CLAIR COUNTY, nor shall title to any ST. CLAIR COUNTY Equipment or ST. CLAIR COUNTY Software or asset pass from ST. CLAIR COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's ST. CLAIR COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 DEVNET hereby grants ST. CLAIR COUNTY a revocable, non-transferable, license to install, on the ST. CLAIR COUNTY Equipment, and use solely for ST. CLAIR COUNTY's internal business purposes, the compiled application programs of the DEVNET Property Tax Software System. Except as set forth herein, ST. CLAIR COUNTY may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. The license granted hereunder is subject further to the following additional conditions:
- i. The licensed software may not be installed on any equipment other than the ST. CLAIR COUNTY Equipment;
 - ii. The ST. CLAIR COUNTY Equipment shall be located at all times at the ST. CLAIR COUNTY site; and
 - iii. Authorized users of the licensed software may only access and use the licensed software while onsite at the ST. CLAIR COUNTY site, and may not access and use the licensed software from a remote location.
- ST. CLAIR COUNTY will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the ST. CLAIR COUNTY breaches any of these provisions. ST. CLAIR COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.
- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8: Confidentiality and Nondisclosure

8.1 DEVNET and ST. CLAIR COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
- ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For ST. CLAIR COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- A. Use the Confidential Information only as required for this Agreement
- B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:
- A. Is or becomes available to the public through no breach of this Agreement;
 - B. Was previously known by the recipient without any obligation to hold in confidence;
 - C. Is received from a third party free to disclose such information without restriction;
 - D. Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
 - E. Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9: Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. ST. CLAIR COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, ST. CLAIR COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. ST. CLAIR COUNTY's modification or relocation of the ST. CLAIR equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - B. ST. CLAIR COUNTY's or any third party's abuse, misuse or negligence;
 - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - D. ST. CLAIR COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
 - E. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 9.4 ST. CLAIR COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, ST. CLAIR COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), ST. CLAIR COUNTY acknowledges that, as between the parties, ST. CLAIR COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, ST. CLAIR COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
- (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
 - (II) Security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10: Indemnification

- 10.1 ST. CLAIR COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of ST. CLAIR COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. ST. CLAIR COUNTY shall promptly notify DEVNET of any claim. ST. CLAIR COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.2 DEVNET shall defend, indemnify and hold harmless ST. CLAIR COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify ST. CLAIR COUNTY of any claim. DEVNET shall cooperate fully with ST. CLAIR COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.3 To the degree that ST. CLAIR COUNTY provides software to DEVNET under this Agreement or otherwise, ST. CLAIR COUNTY warrants that it either owns or has the right to grant DEVNET the usage rights to such software set forth in this Agreement. ST. CLAIR COUNTY shall indemnify and hold harmless DEVNET against and from all claims, demands, suits, actions, judgments, losses, damages and expenses (including reasonable attorneys fees) made against or incurred by DEVNET for infringement of any United States patent, copyright, or trade secret of any third party arising from or relating to the use of software supplied by ST. CLAIR COUNTY pursuant to this Agreement. This indemnity and hold harmless obligation shall not apply, however, to the degree that the alleged infringement arises from or relates to modification of the software by DEVNET or by a third party retained by or under the control of DEVNET.
- 10.4 ST. CLAIR COUNTY shall be solely responsible for insuring that the software development parameters provided to DEVNET by ST. CLAIR COUNTY comply with all applicable laws, statutes and ordinances. ST. CLAIR hereby agrees to indemnify and hold DEVNET, its employees, officers, directors and shareholders, harmless from any and all suits, claims, actions, causes of action, losses, damages or other matters that in any way arise from, in whole or in part, the failure or alleged failure of the DEVNET Property Tax Software System to conform to all applicable laws, statutes and ordinances.

ARTICLE 11: Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of ST. CLAIR COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1: Notices.

ARTICLE 12: Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1: Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.

ARTICLE 14: Assignment

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 15: Miscellaneous

15.1 Notices

Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.
 1709 Afton Road
 Sycamore, Illinois 60178
 Facsimile: (815) 899-0020

To ST. CLAIR COUNTY: ST. CLAIR County Courthouse
10 Public Square
Belleville, IL 62220

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

15.2 Independent Contractor

DEVNET and ST. CLAIR COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and ST. CLAIR COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

15.3 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

15.4 Publicity

Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

15.5 Order of Precedence

In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.

15.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

15.7 Non-Waiver

Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.

15.8 Exclusive Remedies

The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.

15.9 Compliance with Laws

Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.

15.10 Binding Effect

This Agreement shall be binding on each Party's successors and assigns, upon signature.

15.11 Approvals

This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.

15.12 Survival

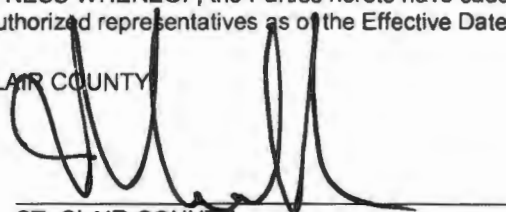
The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

ARTICLE 16: Entire Agreement

- 16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

ST. CLAIR COUNTY

By: 

ST. CLAIR COUNTY

DEVNET, INC.

By: _____

Michael J. Gentry, President

Resolution No. _____

REVIEWED BY:

Jeffrey C. Sandoz
IT Director

Debra Mann
Director of Administration

APPROVED BY:

Keith M.
Edward Foxhall

Ed Sab

Walt Hall

Chris M. er

MIS COMMITTEE

Marty Cufas

Jane Chantland

John West

John M. Va

Richard Kerner

L. Mosley

Paul Hubert

FINANCE COMMITTEE

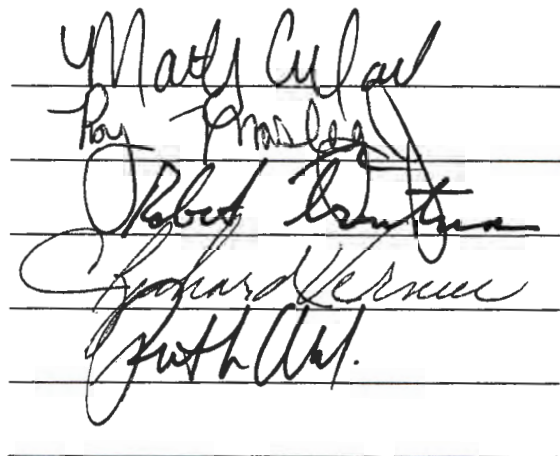
RESOLUTION 2493-19-RT

WHEREAS, The Village of Sauget, Illinois, by Highway Permit 2690 seeks permission and authority to access St. Clair County right-of-way along Curtiss – Steinberg Road, County Highway 97, Maintenance Sections H-60-2 between Falling Springs Road and Vector Road to remove the existing vegetation; and,

WHEREAS, said removal is limited to an area beginning at the face of the existing guardrail to a point ten (10) feet behind said guardrail.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

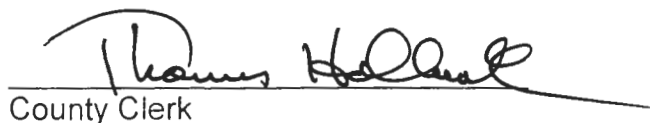
Respectfully submitted,

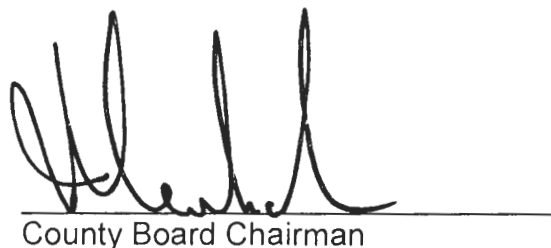

The block contains five handwritten signatures stacked vertically over horizontal lines. The signatures are: Mary C. Lail, Ray Prosser, Robert B. Buntin, Richard K. Kerner, and John H. Alth.

Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of November, 2019.

ATTEST:


County Clerk


County Board Chairman

**AN ORDINANCE AMENDING THE "REVISED CODE OF ORDINANCES" OF
ST. CLAIR COUNTY, ILLINOIS, AS AMENDED BY ORDINANCE**

19 - 1227

IT IS HEREBY DECLARED, by the County Board of St. Clair County, Illinois that the difference in adjacent speed zones shall not be more than 10 mph as established by Section 5/11-604 of the Illinois Compiled Statutes; and

BE IT FURTHER DECLARED, that this Board has determined that this limit has been exceeded in adjacent speed zones along Old Collinsville Road between Frank Scott Parkway East and Columbia Drive; and

BE IT FURTHER DECLARED, that this Board hereby approves the proposed maximum speed limit for the zone of the said highway described herein and that signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual of Uniform Traffic Control Devices for Street and Highways.

NOW, THEREFORE, BE IT ORDAINED, by the St. Clair County Board, that: SECTION I. AMENDMENT. The "Revised Code of Ordinances" of St. Clair County, Chapter 24, Schedule E is hereby amended to include:

C.H. 70, OLD COLLINSVILLE ROAD FROM FRANK SCOTT PARKWAY EAST, COUNTY HIGHWAY 95, NORTH TO COLUMBIA DRIVE, A MUNICIPAL STREET, AN APPROXIMATE DISTANCE OF 0.5 MILES, TO BE 35 MPH.

SECTION II. ERECTION AND NOTICE. This ordinance shall take effect from and after erection of said signs giving notice of the speed limit.

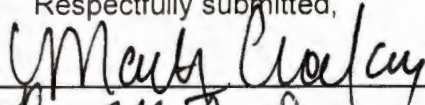
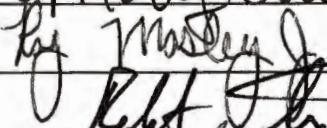
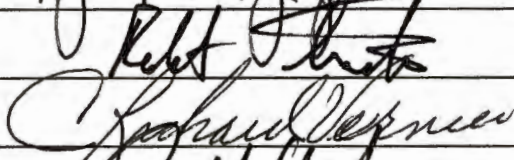
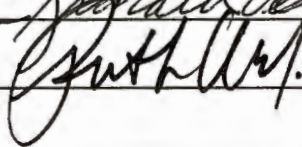
SECTION III. PENALTY. Any person violating this Ordinance shall, upon conviction, be fined according to the provisions of Section 1.09 of the Code of Ordinances."

SECTION IV. SEPERABILITY. If any part or provision of this Ordinance, of the application thereof to any person, property, or circumstances is adjudged invalid by any court of competent jurisdiction, such judgement shall be confined in its operation and direction to the part, provision, section or application directly involved in the controversy in which such judgement shall have been rendered and shall not affect or impair the integrity of validity of the remainder of this Ordinance or the application there of to other persons, property or circumstances. The County Board hereby declares that it would have enacted the remainder of this Ordinance even without any such part, provision, section or application.

SECTION V. CONFLICT WITH OTHER ORDINANCES. All Ordinances or parts of other Ordinances in conflict with the provisions of this Ordinance shall to the extent of the conflict, be and are, hereby repealed; provided that nothing herein shall in any way excuse or prevent prosecution of any previous or existing violation of any Ordinance superseded hereby.

SECTION VI. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval as provided in the Illinois Compiled Statutes.

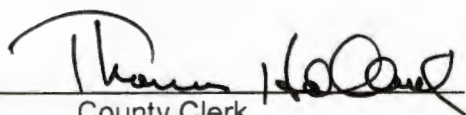
Respectfully submitted,

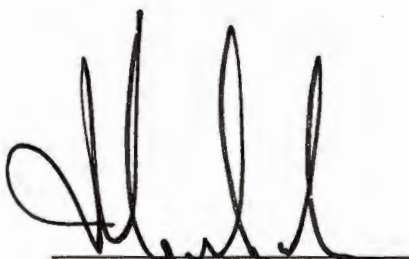





Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of November, 2019.

ATTEST:


County Clerk


County Board Chairman

RESOLUTION Res.#2494-19-RT

WHEREAS, the Village of Millstadt Street, Water, Sewer and General Maintenance Department, an Illinois Public Utility, hereinafter also designated as "COMPANY", has authority to construct and maintain the Village streets and operate a water distribution and sewer collection utility within St. Clair County as presently established or as may hereinafter be extended, and

WHEREAS, St. Clair County, hereinafter also designated as "COUNTY", A political subdivision of the State of Illinois, a body politic and corporate, has authority to issue or approve permits for the construction and maintenance of streets, installation and maintenance of water distribution and sewer collection facilities within the County, and

WHEREAS, COMPANY seeks to expedite the issuance or approval of permits granted by COUNTY

THEREFORE, BE IT RESOLVED, by the County Board, St. Clair County, State of Illinois, the expeditious review of requests to COUNTY by COMPANY in the conduct of Village operations in County is deemed to be in the best interest of COUNTY and COMPANY; and

BE IT FURTHER RESOLVED, that COUNTY will implement this expeditious review through the issuance of county work permits as follows:

COMPANY will submit an application letter and a work order sketch to the County Engineer. The County Engineer will process the application and, if approved, will return one (1) signed copy within ten (10) working days. In those instances that need to be expedited or prevent hardship to a county resident, verbal permission will be granted within three (3) working days to be followed by a signed copy of the application

Respectfully submitted,

Marty Cralay
By [Signature]
Robert Dresten
Richard Kepner
John L. [Signature]

Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of November, 2019.

ATTEST

Thomas Hollenbeck
County Clerk

[Signature]
County Board Chairman



**Resolution for Maintenance
Under the Illinois Highway Code**



Res. #2495-19-RT

Resolution Number

Resolution Type

Section Number

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
St. Clair Illinois that there is hereby appropriated the sum of \$ 3,890,218.00
Name of Local Public Agency

Three Million Eight Hundred & Ninety Thousand Two Hundred and Eighteen Dollars (\$3,890,218.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/20 to 12/31/20
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of St. Clair
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Thomas Holbrook County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type

of St. Clair in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of St. Clair at a meeting held on 01/28/19
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL)

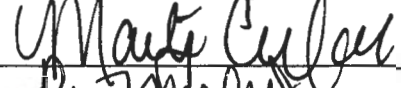
Clerk Signature

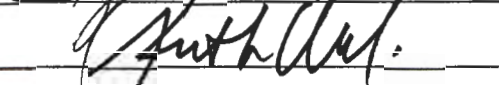
APPROVED

Regional Engineer
Department of Transportation

Date

Respectfully submitted,

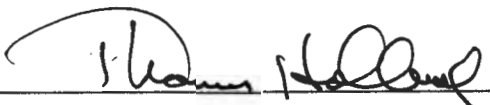


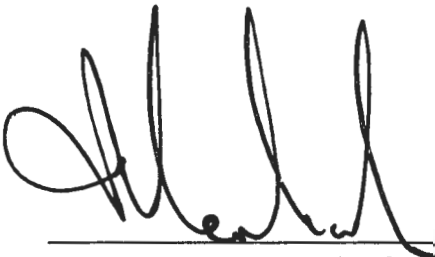

Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of November, 2019.

ATTEST:



County Clerk



County Board Chairman

RESOLUTION NO. 2496-19-R

WHEREAS, the County of St. Clair 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, Sec. 200/21-90 and 35 ILCS, Sec. 200/21-175 et seq.

WHEREAS, pursuant to this program the County of St. Clair has acquired an interest in the following described real estate:

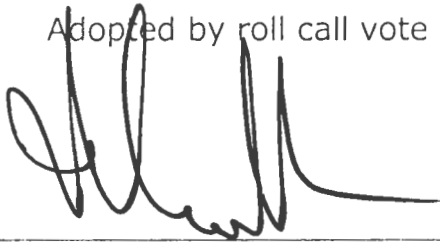
(See attachment)

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

THEREFORE, the Trustee Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS, that the Chairman of the Board of St. Clair County, Illinois, be 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 above described real estate for the sum of One Hundred Ninety Thousand, Six Hundred Three and 16/100 Dollars (\$190,603.16) paid to the Treasurer of St. Clair County, Illinois, to be distributed according to law.

Adopted by roll call vote on the 25th day of November, 2019.



Chairman, St. Clair County Board

ATTEST:


Clerk of the Board

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-19-001	0119163	SAL	ERIC J ELLINGTON	02-17-0-208-015	EAST ST LOUIS	15,357.50	0.00	225.00	84.25	3,837.50	11,210.75
11-19-002	0119191	SAL	BENNY C. LEWIS	02-17-0-413-028	EAST ST LOUIS	806.25	29.88	11.25	75.00	450.00	240.12
11-19-003	0418366	SAL	BOBBY C DEAN	06-10-0-104-028	CENTREVILLE	8,377.50	65.47	120.00	84.25	2,212.50	5,895.28
11-19-004	0717033	SAL	TARONDRO D WILLIAMS	01-35-0-202-012	CENTREVILLE	5,500.00	0.00	150.00	84.25	1,328.25	3,933.97
11-19-005	0719142	SAL	MICHAEL HODGES	02-17-0-310-010, 011, 014, 048	EAST ST LOUIS	4,105.00	150.42	60.00	174.25	1,000.00	2,720.33
11-19-006	0719234	SAL	DAVID TALLIE III	02-27-0-411-020, 021	CENTREVILLE	806.25	46.42	11.25	105.00	450.00	193.58
11-19-007	0819006X	SAL	VILLAGE OF WASHINGTON PARK	02-10-0-308-065	CANTEEN	795.00	46.68	0.00	84.25	450.00	214.07
11-19-008	REMOVED			02-16-0-219-108	CANTEEN	0.00	0.00	0.00	0.00	0.00	0.00
11-19-009	0819008X	SAL	VILLAGE OF WASHINGTON PARK	02-16-0-402-015, 016, 025	CANTEEN	1,095.00	74.25	0.00	162.75	450.00	408.00
11-19-010	0819009X	SAL	VILLAGE OF WASHINGTON PARK	02-16-0-402-020, 022	CANTEEN	795.00	87.95	0.00	123.50	450.00	133.55
11-19-011	0819010X	SAL	VILLAGE OF WASHINGTON PARK	02-16-0-403-004	CANTEEN	795.00	22.30	0.00	84.25	450.00	238.45
11-19-012	0819011X	SAL	VILLAGE OF WASHINGTON PARK	02-16-0-403-006, 007, 008, 009, 010, 011, 012	CANTEEN	1,095.00	186.50	0.00	319.75	450.00	138.75
11-19-013	0819012X	SAL	VILLAGE OF WASHINGTON PARK	02-16-0-403-023	CANTEEN	795.00	22.30	0.00	84.25	450.00	238.45
11-19-014	0819022X	SAL	CITY OF BELLEVILLE	08-28-0-119-020, 021	BELLEVILLE	795.00	0.00	0.00	123.50	450.00	221.50
11-19-015	1016015	SAL	CHAUNEEK FOWLER	01-13-0-227-007, 009, 041	EAST ST LOUIS	2,992.42	0.00	120.00	144.25	673.80	2,054.37
11-19-016	1019001	SAL	ZANA BROWN	01-01-0-110-005	STITES	850.00	82.72	11.25	90.00	450.00	172.28
11-19-017	1019002	SAL	TIMOTHY L LEWIS	01-02-0-204-019	STITES	806.25	82.46	11.25	90.00	450.00	172.54
11-19-018	1019025	SAL	CHARLES DAVIS JR	01-24-0-230-011, 012	EAST ST LOUIS	806.25	210.00	11.25	135.00	450.00	0.00
11-19-019	1019041	SAL	J & J REALTY	01-35-0-108-023	CENTREVILLE	806.25	69.12	11.25	90.00	450.00	185.88
11-19-020	1019048	SAL	ACP REALTY LLC	01-35-0-312-030	CENTREVILLE	806.25	46.01	11.25	84.25	450.00	214.74
11-19-021	1019058	SAL	EFFRAIN ACOSTA	02-01-0-206-008	CANTEEN	5,120.00	339.04	75.00	90.00	1,250.00	3,365.96
11-19-022	1019059	SAL	JESSE COLEMAN	02-07-0-311-009	EAST ST LOUIS	4,612.50	116.46	67.50	90.00	1,125.00	3,213.54
11-19-023	1019069	SAL	LANDSOWNE LLC	02-08-0-305-047	EAST ST LOUIS	2,836.25	96.19	41.25	90.00	687.50	1,921.31
11-19-024	1019075	SAL	CHRISTINA BONNER	02-08-0-412-014, 015	EAST ST LOUIS	1,263.00	221.94	18.00	120.00	450.00	453.06
11-19-025	1019080	SAL	ANGELA AMPADU	02-09-0-211-005	CANTEEN	806.25	224.48	11.25	90.00	450.00	30.52
11-19-026	1019113	SAL	CARLOS T VINSON	02-10-0-315-046, 047, 069	CANTEEN	806.25	165.00	11.25	180.00	450.00	0.00
11-19-027	1019103	SAL	THE RBROWN GROUP LLC	02-10-0-301-005, 006	CANTEEN	806.25	210.00	11.25	135.00	450.00	0.00
11-19-028	1019126	SAL	ENDIA MOORE	02-15-0-109-004	CANTEEN	806.25	105.52	11.25	90.00	450.00	149.48
11-19-029	1019141	SAL	MICHELLE EVANS	02-16-0-105-035, 036, 114, 125	EAST ST LOUIS	806.25	146.50	11.25	198.50	450.00	0.00
11-19-030	1019150	SAL	THE RBROWN GROUP LLC	02-16-0-201-073	CANTEEN	806.25	255.00	11.25	90.00	450.00	0.00
11-19-031	1019163	SAL	JESSE COLEMAN	02-16-0-218-044	CANTEEN	806.25	89.39	11.25	90.00	450.00	165.61
11-19-032	1018092	SAL	ERIC THOMAS	02-15-0-112-006	CANTEEN	806.25	60.02	11.25	84.25	450.00	200.73
11-19-033	1019181	SAL	LANDSOWNE LLC	02-17-0-100-035	EAST ST LOUIS	806.25	102.86	11.25	90.00	450.00	152.14

11/19/2019

St. Clair County Monthly Resolution List - November 2019

Page 2 of 5

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-19-034	1019182	SAL	LANDSDOWNE LLC	02-17-0-107-019	EAST ST LOUIS	806.25	136.47	11.25	90.00	450.00	118.53
11-19-035	1019183	SAL	LANDSDOWNE LLC	02-17-0-200-046	EAST ST LOUIS	1,973.50	0.00	28.50	84.25	475.00	1,385.75
11-19-036	1019184	SAL	LANDSDOWNE LLC	02-17-0-209-003	EAST ST LOUIS	806.25	150.20	11.25	90.00	450.00	104.80
11-19-037	1019186	SAL	LANDSDOWNE LLC	02-17-0-215-012	EAST ST LOUIS	958.50	163.54	13.50	90.00	450.00	241.46
11-19-038	1019194	SAL	RODERICK B WILLIAMS	02-17-0-406-106	EAST ST LOUIS	857.00	41.38	12.00	75.00	450.00	278.62
11-19-039	1019204	SAL	LANDSDOWNE LLC	02-18-0-216-004	EAST ST LOUIS	7,150.00	183.68	105.00	90.00	1,750.00	5,021.32
11-19-040	1019205	SAL	LANDSDOWNE LLC	02-18-0-216-010	EAST ST LOUIS	806.25	177.25	11.25	90.00	450.00	77.75
11-19-041	1019217	SAL	NEW LIFE COMMUNITY CHURCH	02-18-0-417-028, 030	EAST ST LOUIS	806.25	66.69	11.25	129.25	450.00	149.06
11-19-042	1019218	SAL	NEW LIFE COMMUNITY CHURCH	02-18-0-419-057	EAST ST LOUIS	2,278.00	136.86	33.00	90.00	550.00	1,468.14
11-19-043	1019255	SAL	THE RBROWN GROUP LLC	02-20-0-102-056	EAST ST LOUIS	2,075.00	163.54	30.00	90.00	500.00	1,291.46
11-19-044	1019263	SAL	EBONY MOORE	02-20-0-211-017	EAST ST LOUIS	810.00	82.59	11.25	90.00	450.00	172.41
11-19-045	1019277	SAL	DEBORAH JACKSON	02-21-0-117-024	EAST ST LOUIS	11,210.00	38.70	165.00	90.00	2,750.00	8,166.30
11-19-046	1019279	SAL	THEODORE ROGERS III	02-21-0-214-030	EAST ST LOUIS	958.50	55.52	13.50	90.00	450.00	349.48
11-19-047	1019298	SAL	COREY ROBINSON	02-22-0-311-013	EAST ST LOUIS	806.25	18.44	11.25	75.00	450.00	251.56
11-19-048	1019324	SAL	AMBER M BERRY	02-26-0-300-011, 012	EAST ST LOUIS	832.00	153.92	11.25	120.00	475.00	71.83
11-19-049	1019338	SAL	LAKISHA S. WAVE	02-27-0-113-017	EAST ST LOUIS	806.25	89.39	11.25	90.00	450.00	165.61
11-19-050	1019342	SAL	CRISTEEN M. ONEAL	02-27-0-116-006, 007	EAST ST LOUIS	806.25	92.38	11.25	123.50	450.00	129.12
11-19-051	1019355	SAL	THE RBROWN GROUP LLC	02-27-0-419-008	CENTREVILLE	806.25	69.12	11.25	90.00	450.00	185.88
11-19-052	1019373	SAL	DERICK L. JONES	02-30-0-404-013	EAST ST LOUIS	806.25	129.93	11.25	90.00	450.00	125.07
11-19-053	1019378	SAL	JAMES B. WILLIS	02-31-0-202-015	CENTREVILLE	806.25	150.20	11.25	90.00	450.00	104.80
11-19-054	1019384	SAL	ANGELA AMPADU	02-32-0-113-009, 023, 024, 025, 026	CENTREVILLE	806.25	135.00	11.25	210.00	450.00	0.00
11-19-055	201502611	REC	TERENCE CHARLES	02-33-0-303-038	CENTREVILLE	1,505.00	150.72	0.00	90.00	735.29	528.99
11-19-056	201502435	REC	CORNELIUS C WHITE	02-30-0-119-048	EAST ST LOUIS	2,460.00	170.99	0.00	90.00	921.51	1,277.50
11-19-057	201502052	REC	LYNN SCHLEE	02-25-0-103-015	CANTEEN	4,164.81	190.87	0.00	90.00	1,473.07	2,410.87
11-19-058	201403650	REC	MARK SCHANUEL	06-21-0-103-008	SUGARLOAF	1,709.43	114.79	0.00	84.25	592.01	918.38
11-19-059	201401991	REC	ROSALIND P GIVENS	02-26-0-111-007	EAST ST LOUIS	2,238.00	68.00	0.00	84.25	848.02	1,223.79
11-19-060	201401620	REC	LARCELL D HAYNES	02-19-0-416-007	EAST ST LOUIS	7,994.95	121.46	0.00	84.25	1,921.50	5,867.74
11-19-061	201203000	REC	RICKY & PAMELA STRINGFELLOW	02-33-0-306-013	CENTREVILLE	5,178.20	68.00	0.00	84.25	760.36	4,265.59
11-19-062	1019906	SAL	CITY OF BELLEVILLE	08-27-0-111-043	BELLEVILLE	795.00	217.68	0.00	90.00	450.00	37.32
11-19-063	1019616	SAL	EARTHWISE PALETTES, LLC	10-02350	CENTREVILLE	761.25	21.56	11.25	0.00	450.00	278.44
11-19-064	1019600	SAL	STEVEN G. HEIDLE	21-27-0-321-011	MARISSA	806.25	137.98	11.25	90.00	450.00	117.02
11-19-065	1019595	SAL	LOUIS T BARBER, JR.	20-12-0-201-011	LENZBURG	1,161.50	373.04	16.50	90.00	450.00	231.96
11-19-066	1019594	SAL	SANDRA D. HALL	19-35-0-200-004, 005, 006	FAYETTEVILLE	806.25	176.50	11.25	168.50	450.00	0.00

11/19/2019

St. Clair County Monthly Resolution List - November 2019

Page 3 of 5

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-19-067	1019591	SAL	LUCILLE A LANZ TRUST DATED APRIL 5 1980	09-35.0-302-017	SHILOH VALLEY	806.25	136.34	11.25	90.00	450.00	118.66
11-19-068	1019585	SAL	ANDREW EHRET	08-28.0-238-029	BELLEVILLE	2,075.00	55.52	30.00	90.00	500.00	1,399.48
11-19-069	1019575	SAL	ROY A SODAM	08-22.0-401-031	BELLEVILLE	1,161.50	69.12	16.50	90.00	450.00	535.88
11-19-070	1019572	SAL	MAXIME AND LYDIA PAUL	08-22.0-102-023	BELLEVILLE	958.50	339.56	13.50	90.00	450.00	65.44
11-19-071	1019557	SAL	BRENDA K. HURLEY	07-10.0-408-042, 043	STOOKEY	5,120.00	141.13	75.00	135.00	1,250.00	3,518.87
11-19-072	1019546	SAL	JEANETTE DEAR	07-07.0-306-027	CENTREVILLE	1,060.00	122.87	15.00	90.00	450.00	382.13
11-19-073	1019541	SAL	FLOYD V ROBINSON	07-07.0-204-034	CENTREVILLE	1,161.50	78.94	16.50	90.00	450.00	526.06
11-19-074	1019539	SAL	JERMEL WYSINGER	07-07.0-202-031	CENTREVILLE	806.25	96.06	11.25	90.00	450.00	158.94
11-19-075	1019528	SAL	KEITH GRAY	07-07.0-104-007	CENTREVILLE	1,872.00	163.54	27.00	90.00	450.00	1,141.46
11-19-076	1019523	SAL	ROSALIND RODGERS	07-05.0-409-026	CENTREVILLE	806.25	241.29	11.25	90.00	450.00	13.71
11-19-077	1019521	SAL	ELIZABETH YOUNGE	07-05.0-404-022	CENTREVILLE	806.25	55.65	11.25	90.00	450.00	199.35
11-19-078	1019520	SAL	TOMMY JOHNSON	07-05.0-400-027, 028	CENTREVILLE	806.25	225.00	11.25	120.00	450.00	0.00
11-19-079	1019518	SAL	JEANETTE DEAR	07-05.0-303-001	CENTREVILLE	1,060.00	150.07	15.00	90.00	450.00	354.93
11-19-080	1019501	SAL	OMAR W HAMID	06-12.0-209-021	CENTREVILLE	1,364.50	69.12	19.50	90.00	450.00	735.88
11-19-081	1019497	SAL	IRVIN W WEFENSTETTE JR	06-12.0-101-012	CENTREVILLE	3,851.25	136.73	56.25	90.00	937.50	2,630.77
11-19-082	1019495	SAL	RONALD WILLIAMS	06-11.0-406-019	CENTREVILLE	7,657.50	52.86	112.50	90.00	1,875.00	5,527.14
11-19-083	1019494	SAL	JEANETTE DEAR	06-11.0-406-014	CENTREVILLE	1,567.50	54.07	22.50	90.00	450.00	950.93
11-19-084	1019493	SAL	JEANETTE DEAR	06-11.0-405-018	CENTREVILLE	2,836.25	68.99	41.25	90.00	687.50	1,948.51
11-19-085	1019491	SAL	RONALD WILLIAMS	06-11.0-402-012	CENTREVILLE	3,597.50	123.13	52.50	90.00	875.00	2,456.87
11-19-086	1019490	SAL	ANTHONY E. COX	06-11.0-400-006	CENTREVILLE	806.25	150.20	11.25	90.00	450.00	104.80
11-19-087	1019484	SAL	J & J REALTY	06-11.0-205-035	CENTREVILLE	806.25	95.93	11.25	90.00	450.00	159.07
11-19-088	1019478	SAL	JEANETTE DEAR	06-10.0-114-018	CENTREVILLE	806.25	54.14	11.25	90.00	450.00	200.86
11-19-089	1019468	SAL	ROBERTO LACADIN	06-10.0-104-035	CENTREVILLE	806.25	82.59	11.25	90.00	450.00	172.41
11-19-090	1019467	SAL	JEANETTE DEAR	06-10.0-104-025	CENTREVILLE	1,821.25	43.34	26.25	90.00	450.00	1,211.66
11-19-091	1019454	SAL	ANTHONY D ROBERTSON	06-03.0-403-009	CENTREVILLE	1,875.00	68.99	27.00	90.00	450.00	1,236.01
11-19-092	1019453	SAL	RONALD WILLIAMS	06-03.0-402-043	CENTREVILLE	6,135.00	177.01	90.00	90.00	1,500.00	4,277.99
11-19-093	1019447	SAL	DARREN WARE	06-03.0-240-030	CENTREVILLE	9,687.50	143.27	142.50	90.00	2,375.00	6,936.73
11-19-094	1019443	SAL	J & J REALTY	06-03.0-230-011	CENTREVILLE	806.25	69.12	11.25	90.00	450.00	185.88
11-19-095	1019442	SAL	J & J REALTY	06-03.0-230-003, 004	CENTREVILLE	806.25	148.72	11.25	129.25	450.00	67.03
11-19-096	1019439	SAL	DONTE D. AGNEW	06-02.0-416-019	CENTREVILLE	806.25	56.81	11.25	90.00	450.00	198.19
11-19-097	1019438	SAL	DONALD SCALES SR	06-02.0-416-017	CENTREVILLE	806.25	109.40	11.25	90.00	450.00	145.60
11-19-098	1019434	SAL	SANDY G TAYLOR	06-02.0-412-010	CENTREVILLE	1,364.50	204.45	19.50	90.00	450.00	600.55
11-19-099	1019429	SAL	OLEVIA JOHNSON	06-02.0-400-021	CENTREVILLE	806.25	89.26	11.25	90.00	450.00	165.74
11-19-100	1019413	SAL	JUNE M LANTER	05-19.0-423-004	LEBANON	806.25	97.57	11.25	90.00	450.00	157.43

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-19-101	1019411	SAL	MICHAEL C WORD	03-29-0-306-011	CASEVILLE	11,210.00	96.19	165.00	90.00	2,750.00	8,108.81
11-19-102	1019396	SAL	LARRY HOWLETT	02-35-0-100-010, 011	CENTREVILLE	806.25	144.13	11.25	105.75	450.00	95.12
11-19-103	1019391	SAL	JEROME EGGLESTON	02-32-0-208-053, 054	CENTREVILLE	806.25	210.00	11.25	135.00	450.00	0.00
11-19-104	1019386	SAL	ROCK HILL CHURCH	02-32-0-122-035	CENTREVILLE	806.25	89.39	11.25	90.00	450.00	165.61
11-19-105	1019389	SAL	DEONTE WRIGHT	02-32-0-206-027	CENTREVILLE	806.25	122.87	11.25	90.00	450.00	132.13
11-19-106	1019596	SAL	PUBLICANA INVESTMENT CORP	21-07-0-103-006, 007, 008	LENZBURG	806.25	165.00	11.25	180.00	450.00	0.00
11-19-107	1019127	SAL	FARRELL G. JONES	02-15-0-109-005, 006	CANTEEN	806.25	210.00	11.25	135.00	450.00	0.00
11-19-108	1019148	SAL	DEAVIS D. JOHNSON	02-16-0-110-046	EAST ST LOUIS	806.25	46.26	11.25	84.25	450.00	214.49
11-19-109	1019176	SAL	SABRINA MOORE	02-16-0-302-068	CANTEEN	16,285.00	82.87	240.00	90.00	4,000.00	11,872.13
11-19-110	1019165	SAL	CHRISTOPHER RODGERS	02-16-0-219-106	CANTEEN	806.25	183.94	11.25	90.00	450.00	71.06
11-19-111	1019076	SAL	DEBORAH A. HALLMAN	02-08-0-412-023	EAST ST LOUIS	806.25	123.13	11.25	90.00	450.00	131.87
11-19-112	0819007X	SAL	VILLAGE OF WASHINGTON PARK	02-16-0-219-108	CANTEEN	795.00	39.68	0.00	84.25	450.00	221.07
11-19-113	1019152	SAL	FARRELL G. JONES	02-16-0-202-022 THRU 026	CANTEEN	806.25	116.50	11.25	228.50	450.00	0.00
11-19-114	1018071	SAL	VICTORIA Y FERGUSON	02-10-0-301-026 THRU 029	CANTEEN	8,004.00	167.48	127.50	202.00	2,276.10	5,230.92
11-19-115	0718113	SAL	LORENZO WILLIAMS JR	02-10-0-303-011, 012	CANTEEN	4,590.00	0.00	82.50	123.50	1,244.48	3,136.69
11-19-116	0419048	DEF-SA	ANTONIO ROWLING	02-09-0-321-004 THRU 015	EAST ST LOUIS	4,600.00	300.40	0.00	0.00	1,181.55	3,118.05
11-19-117	1017045	DEF-SA	DERISSA DAVIS	02-09-0-215-095, 096	CANTEEN	800.00	0.00	0.00	0.00	356.75	443.25
11-19-118	201401301	DEF-RE	ASKIA HAMEED	02-17-0-219-016	EAST ST LOUIS	694.57	40.12	0.00	0.00	343.09	311.36
11-19-119	0717063	DEF-SA	KENNETH BROWN	02-08-0-402-037, 039	EAST ST LOUIS	490.00	0.00	0.00	0.00	398.47	91.53
11-19-120	201401666	DEF-RE	JAMES PIRTLE	02-20-0-116-002	EAST ST LOUIS	350.00	41.59	0.00	0.00	210.39	98.02
11-19-121	201300476	DEF-RE	THOMAS KYLE	01-35-0-106-010	CENTREVILLE	1,184.00	0.00	0.00	0.00	123.71	1,060.29
11-19-122	201303526	DEF-RE	JAMES PIRTLE	02-34-0-200-042	CENTREVILLE	4,200.00	0.00	0.00	0.00	1,399.53	2,800.47
11-19-123	201202756	DEF-RE	VICTORIA AND BARNARD FOSTER	02-30-0-105-006	EAST ST LOUIS	1,560.00	44.44	0.00	0.00	640.34	875.22
11-19-124	201401300	DEF-RE	ASKIA HAMEED	02-17-0-219-014	EAST ST LOUIS	695.00	40.12	0.00	0.00	349.52	305.36
11-19-125	201202292	DEF-RE	ANTIONETTE VEAL	02-23-0-314-025	EAST ST LOUIS	600.00	0.00	0.00	0.00	112.74	487.26
11-19-126	201200741	DEF-RE	WALTER WILLIAMS	02-09-0-323-031	EAST ST LOUIS	945.00	0.00	0.00	0.00	595.31	349.69
11-19-127	0715283	DEF-SA	TEE J WHITE	02-20-0-206-006, 008	EAST ST LOUIS	700.00	0.00	0.00	0.00	331.92	368.08
11-19-128	201200261	DEF-RE	CHAUNCE GILLESPIE	01-24-0-324-042	EAST ST LOUIS	1,080.00	0.00	0.00	0.00	355.94	724.06
11-19-129	201302426	DEF-RE	LAHARMA MERRITT	02-20-0-210-023	EAST ST LOUIS	1,119.00	0.00	0.00	0.00	528.41	590.59
11-19-130	1019284	SAL	RESERVOIR INVESTMENTS LLC	02-21-0-307-012, 013	EAST ST LOUIS	806.25	128.66	11.25	105.00	450.00	111.34
11-19-131	1019034	SAL	RESERVOIR INVESTMENTS LLC	01-24-0-426-015, 016, 017	EAST ST LOUIS	806.25	138.67	11.25	159.25	450.00	47.08
11-19-132	1019295	SAL	RESERVOIR INVESTMENTS LLC	02-22-0-302-004	EAST ST LOUIS	806.25	69.12	11.25	90.00	450.00	185.88
11-19-133	201402293	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-310-075	CENTREVILLE	384.99	21.64	0.00	0.00	336.63	26.72
11-19-134	201300111	DEF-RE	CHESTER HAYMORE	01-13-0-225-036	EAST ST LOUIS	1,117.23	33.23	0.00	0.00	624.34	459.66

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-19-135	201402307	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-312-018	CENTREVILLE	350.00	21.75	0.00	0.00	323.99	4.26
11-19-136	201402288	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-310-033	CENTREVILLE	350.00	21.64	0.00	0.00	324.00	4.36
11-19-137	201402298	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-310-084	CENTREVILLE	350.00	28.74	0.00	0.00	321.26	0.00
11-19-138	201402297	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-310-083	CENTREVILLE	350.00	28.74	0.00	0.00	321.26	0.00
11-19-139	201402309	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-312-020	CENTREVILLE	350.00	21.75	0.00	0.00	323.99	4.26
11-19-140	201402311	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-312-022	CENTREVILLE	350.00	21.75	0.00	0.00	323.99	4.26
11-19-141	201402292	DEF-RE	GWENDOLYN MCCALLUM AND RANDY MCCALLUM	02-29-0-310-074	CENTREVILLE	350.00	21.68	0.00	0.00	323.99	4.33
11-19-142	201402310	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-312-021	CENTREVILLE	350.00	21.75	0.00	0.00	323.99	4.26
11-19-143	201302633	DEF-RE	MAREATHA HODGES	02-22-0-330-004	CENTREVILLE	1,500.00	0.00	0.00	0.00	427.75	1,072.25
11-19-144	201402295	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-310-081	CENTREVILLE	350.00	21.64	0.00	0.00	324.00	4.36
11-19-145	201202619	DEF-RE	MAREATHA HODGES	02-27-0-212-004	EAST ST LOUIS	3,424.00	0.00	0.00	0.00	767.52	2,656.48
11-19-146	0717197	DEF-SA	LAWANDA CARAWAY	02-16-0-303-071	CANTEEN	6,389.00	0.00	0.00	0.00	1,898.47	4,490.53
11-19-147	201402316	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-317-025	CENTREVILLE	350.00	35.02	0.00	0.00	308.15	6.83
11-19-148	201402304	DEF-RE	GWENDOLYN MCCALLUM	02-29-0-312-008	CENTREVILLE	350.00	21.64	0.00	0.00	324.00	4.36
11-19-149	1019045	SAL	PACO L MOORE	01-35-0-308-035	CENTREVILLE	806.25	98.16	11.25	90.00	450.00	156.84

Totals

\$292,999.10 \$14,391.75 \$3,413.25 \$12,219.75 \$98,911.89 \$163,991.66

Clerk Fees

\$14,391.75

Recorder/Sec of State Fees

\$12,219.75

Total to County

\$190,603.16

Committee Members

COUNTY BOARD EXTENSION REQUEST

PAYER: Kenneth Brown (11/20/19)
Account No.: 0717082 **Parcel I. D. No.:** 02-09.0-322-030
Property Address: 1661 N 38th Street, ESL 62204

Property Description:

Is this property: Occupied? No
 Rented or Leased? -
 Generating Income? -

History of Account: (Payment dates and amounts)

Opened: 7/26/17
Purchase Price: \$5402.53
Total Paid to Account: \$2606.58
Balance Due: \$2845.95
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$500 cash at TC mtg - to pay addl \$60 by 12/11/19

COUNTY BOARD EXTENSION REQUEST

PAYER: Victoria Ferguson (11/20/19)
Account No.: 201401601 Parcel I. D. No.: 02-19.0-401-015
Property Address: 2228 Gaty Avenue, ESL

Property Description:

Is this property: Occupied? Yes
 Rented or Leased? Yes
 Generating Income? Yes

History of Account: (Payment dates and amounts)

Opened: 6/19/18
Purchase Price: \$7650.77
Total Paid to Account: \$3140.00
Balance Due: \$4543.27
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? _____

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? No With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$905 cash at TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Terrance D Johnston (11/20/19)
Account No.: 0118160 Parcel I. D. No.: 02-23.0-314-037
Property Address: 815 N 7th Street, ESL 62203

Property Description:

Is this property: Occupied? No
Rented or Leased? --
Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 1/24/18
Purchase Price: \$7858.47
Total Paid to Account: \$5397.00
Balance Due: \$2523.97
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? _____

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$500.00 mo's at TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Glenda J Merriweather & Christopher A Nunn (11/20/19)

Account No.: 201302650 Parcel I. D. No.: 02-22.0-416-047

Property Address: 753 Terrace Drive, ESL 62203

Property Description:

Is this property: Occupied? No
 Rented or Leased? --
 Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 2/8/17

Purchase Price: \$8382.01

Total Paid to Account: \$4731.00

Balance Due: \$3683.51

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$735.00 cash at TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Sandy Taylor (11/20/19) (updated)
Account No.: 0118183 **Parcel I. D. No.:** 06-02.0-210-011
Property Address: 906 Joliet Drive, Cahokia, IL 62206

Property Description:

Is this property: **Occupied?** No
Rented or Leased? --
Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 1/24/18
Purchase Price: \$27707.64
Total Paid to Account: \$13670.50
Balance Due: \$14049.64
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$379.44 at TC Mtg - paid off 1017293 \$6920.56



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623
(618) 277-6600 Ext. 2201 • FAX: 825-2740

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

District 1
ROBERT L. ALLEN, JR.

District 2
JOAN I. MCINTOSH

District 3
WILLIE L. DANCY

District 4
NICHOLAS J. MILLER

District 6
ROY MOSLEY, JR.

District 7
ED COCKRELL

District 8
KEN EASTERLEY

District 9
C. RICHARD VERNIER

District 10
PAUL SEIBERT

District 11
JERRY J. DINGES

District 12
SUSAN GRUBERMAN

District 13
STEPHEN E. REEB

District 14
ROBERT J. TRENTMAN

District 15
JOHN W. WEST

District 16
JUNE CHARTRAND

District 17
STEVEN GOMRIC

District 18
MATT SMALLHEER

District 19
JANA A. MOLL

District 20
KEVIN DAWSON

District 21
DEAN PRUETT

District 22
MICHAEL O'DONNELL

District 23
RICHEL MEILE

District 24
MARTY T. CRAWFORD

District 25
JAMES HAYWOOD

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
CAROL D. CLARK

November 13, 2019

Mark A. Kern, Chairman
St. Clair County Board
10 Public Square
Belleville, Illinois 62220

Dear Chairman Kern:

The St. Clair County Board's Grants Committee submits the payroll and expense claims for the pay periods in **October, 2019**.

These claims involve the expenditure of programmatic and administrative funds associated with the Community Development Group, Workforce Development Group, and the Community Services Group.

These expenditures have been processed by the administrative staff of the St. Clair County Intergovernmental Grants Department. They have been reviewed and approved by the Grants Committee and are recommended for County Board approval by the Grants Committee.

Respectfully submitted,

Stephen Reeb, Chairman
St. Clair County Board Grants Committee



ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohlt, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

MONTHLY ACTIVITY REPORT October 2019

ENVIRONMENTAL PROGRAMS

ENVIRONMENTAL HEALTH

FOOD SERVICE PROGRAM

Routine Inspection
Reinspection
Opening Inspections
Food Recall Notifications
Foodborne Illness Investigations
Complaint Investigations
In-services
of Participants
Consultations/Plan Reviews/Fires/Disasters

SEPT	OCT	YTD 19	YTD 18
231	206	2,083	2,109
30	24	236	213
6	4	52	82
16	10	103	263
2	2	18	12
9	7	174	213
1	0	14	8
1	0	536	360
2443	108	7,564	15,640

LIQUOR INSPECTION PROGRAM

Routine Inspection

0	0	103	264
---	---	-----	-----

NUISANCE/VECTOR/TANNING

Complaint Investigations & Rechecks
Smoke Free IL Complaints
Smoke Free IL Citations
Consultations (Smoking, Tanning, Vector)
Tanning Inspections & Rechecks
Vector Surveillance (May - October)

1	0	7	21
0	0	6	12
0	0	0	3
239	206	1,967	1,381
0	8	17	25
88	0	511	334

POTABLE WATER PROGRAM

Well Permits Issued
Well Inspections
Analysis Reviewed
Consultations

4	3	26	64
2	5	35	50
11	2	58	80
60	71	336	503

PRIVATE SEWAGE PROGRAM

Permits Issued
Sewage Consultations
Systems Inspected
Complaints, Investigations & Rechecks
Home Loan Inspections

10	7	85	95
83	63	1,006	2,378
14	8	82	92
6	5	144	148
1	0	3	1

ENVIRONMENTAL PROTECTION and POLLUTION PREVENTION

LANDFILL PROGRAM

Landfill, Compost, Open Dump Inspections, FUIs
New Open Dump Sites Closed
Complaint Investigations, Rechecks
Consultations

9	7	84	81
3	0	14	9
11	9	149	238
22	20	260	470

POLLUTION PREVENTION PROGRAM

Single Stream Recycling Comm./Drop Off Sites
School Paper Program Participants
Workshops/Presentations
Materials Distributed

90	0	160	75
0	0	87	87
0	0	0	6
25	0	277	2,407

together
for your health





ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohlt, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

MONTHLY ACTIVITY REPORT October 2019

INFECTIOUS DISEASE PREVENTION

COMMUNICABLE DISEASE CASES

	SEP	OCT	YTD 19	YTD 18
Chlamydia	84	80	833	784
E-Coli	0	0	6	7
Gonorrhea	43	40	326	258
Group A Streptococcal (Invasive)	0	0	4	15
Hepatitis A	0	0	1	0
Hepatitis B	0	1	23	37
Hepatitis C	13	11	112	139
HIV+	5	5	22	9
Influenza	2	0	16	716
Flu-like Symptoms (Specific)	2	0	16	317
Meningitis (Bacterial)	0	0	0	0
MRSA	0	0	0	1
Pertussis (Whooping Cough)	3	0	7	6
Salmonella	4	2	29	18
Syphilis	3	6	39	52

TB CONTROL/TESTING

Field Visits (Directly Observed Therapy)	87	89	557	247
Client Contacts (Directly Observed Therapy)	87	89	557	247
Video Observed Therapy	0	0	132	n/a
Client Served under Video Observed Therapy	0	0	2	n/a
Clients Served (by Physician)	2	1	16	23
Client Contacts (Clinic)	89	149	1,180	1,272
Chest X-Ray	4	2	37	42
Skin Tests	34	52	500	593
Positive Skin Tests	5	2	58	49
MTB Cases	0	1	7	2
Suspects	0	0	3	2

HIV/AIDS CARE REGION

New to Medical Case Management	3	7	44	120
Total Caseload	581	594	594	613

HIV PREVENTION - REGION

HIV Tests Completed Total	3	9	72	70
HIV Tests Completed at SCCHD	3	9	64	59
New Positive Cases Identified	0	1	3	1
# Cases Linked to HIV Medical Care	NA	1	2	0





ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohlt, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
• 618.236.0676 fax

MONTHLY ACTIVITY REPORT October 2019

INFECTIOUS DISEASE PREVENTION (cont.)

HIV Disease Interv. Serv. - REGION

New Cases Opened
Individuals Notified
Linked to Medical Care
Already in care (May reflects to-date number)

SEP	OCT	YTD 19	YTD 18
46	1	73	145
0	0	6	15
0	0	8	10
13	1	21	35

EMPLOYEE HEALTH SERVICE

Employee Health Assessments
Influenza
OSHA/Blood-borne Training
Pneumonia
Tdap
Vaccine Preventable Vaccinations
Shingrix

0	0	7	1
0	279	283	347
0	1	61	66
0	0	0	11
0	0	3	9
2	1	22	35
0	0	0	39

ILLNESS INVESTIGATIONS-CONSULTATIONS

Off-site
Office
Phone
OOJ - Out of Jurisdiction
Documentation Sent - Physicians/
Medical Service Providers

0	0	1	3
22	16	174	128
609	466	6,594	5,587
11	13	137	174
164	144	1,985	1,283

EMERGENCY PREPAREDNESS

Public Outreach/Presentations
External Conferences/Workshops
Partnership Meetings
Materials Distributed
Project Activities
St. Clair County Personnel Trained
Health Department Personnel Trained*
Incident/Assistance

2	1	8	23
1	1	19	20
6	4	51	79
1,250	100	2,670	1,825
1	2	3	22
19	43	208	26
0	0	8	124
0	0	0	0

*Not tracked separately in 2018

MRC (MEDICAL RESERVE CORPS)

Public Outreach/Presentations
External Meetings/Workshops
Materials Distributed
Project Activities
Number of Personnel Trained
Incident/Assistance

1	1	6	9
0	1	5	25
20	86	226	475
0	4	4	20
0	0	1	3
0	0	0	0





ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohli, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

MONTHLY ACTIVITY REPORT October 2019

PERSONAL HEALTH

HEALTHY KIDS SERVICES

	SEPT	OCT	YTD 19	YTD 18
Immunizations	271	633	2,630	2,108
Developmental Screenings	179	175	1,633	1,377
Perinatal Depression Screenings	88	85	986	1,537
Lead Testing-Children	61	53	539	618
Lead Testing-Prenatal	30	27	326	331
Well Child Screening	19	11	167	7
Dental Fluoride	0	0	0	20

HEALTHY HOMES LEAD FOLLOW-UP PROG

Home Visits	0	2	14	0
New Enrollments	2	0	45	4
Prevention Education	43	10	126	25

GENETICS PROGRAM

Screenings	42	46	455	307
------------	----	----	-----	-----

CASE MANAGEMENT SERVICES

Total Caseload	263	251	n/a	n/a
New Enrollments	26	19	927	1,527
Intensive Prenatal Caseload	79	76	n/a	n/a
New Enrollments	8	13	144	119
Services Provided	806	1,381	11,709	11,335

HEALTH INSURANCE APPLICATIONS

Healthy Start (MPE) Prenatal	2	2	15	21
Add a Baby	5	10	85	93
All Kids	11	1	36	21
Add a Family Member	0	1	7	3
SNAP (Food Assistance)	2	1	18	25
TANF (Cash Assistance)	0	1	5	13
Technical Assistance	1	1	10	n/a

WOMEN, INFANTS & CHILDREN (WIC)

Assigned Caseload	1,752	1,754	n/a	n/a
Clients Picking Up Food Instruments	1,541	1,531	15,169	14,018
Achievement Percentage	88%	87%	n/a	n/a
Clients Certified	214	200	2,098	2,146
Nutrition Education Attendance	216	229	2,256	2,153

BREASTFEEDING PEER COUNSELOR PRGM

Caseload	138	152	n/a	n/a
Client Contacts	151	114	1,521	1,733
New Enrollments	49	38	259	181

together
for your health





ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohlt, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

MONTHLY ACTIVITY REPORT October 2019

PERSONAL HEALTH (cont.)

VACCINE FOR CHILDREN (COMPLIANCE)

Provider Phone Contacts
Meetings Attended
Educational Provider Visits
Storage/Handling/Compliance Provider Visits*
New Enrollment Provider Visits
*provisional data until reporting finalized

SEPT	OCT	YTD 19	YTD 18
0	0	19	58
0	0	2	4
0	0	1	4
0	0	15	15
0	0	0	2

PHS COMMUNITY OUTREACH

Health Fairs
Total Attendance
Presentations
Total Attendance
Meetings/Conferences/Workshop Contacts
Face to Face Contacts
Other Outreach Contacts

7	7	36	22
550	280	2,288	7,732
6	5	50	22
110	123	1,586	438
9	9	84	29
500	250	2,196	836
8	2	47	196

BREAST & CERVICAL CANCER PROGRAM

Enrollments
Clinically Navigated Insured
Clients with High Deductible
Younger Symptomatic Referrals
Referrals/Treatment Act
Cancer within BCCP
Cancer outside BCCP
Wise Woman

23	35	428	398
0	3	23	8
0	0	7	10
0	3	19	12
2	0	15	16
0	0	8	6
2	0	9	12
0	0	0	14





ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohlt, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

MONTHLY ACTIVITY REPORT October 2019

	SEPT	OCT	YTD 19	YTD 18
ADMINISTRATION				

COMMUNITY HEALTH EDUCATION & PROMOTION

Coalition/Advisory Meetings
Community Organizations/Agencies
Total Attendance
Total Presentations
Press releases
Displays prepared
Electronic displays

1	0	26	142
1	1	9	43
18	55	638	1,552
0	1	8	47
1	3	13	29
0	0	1	24
0	1	4	29

SOCIAL MEDIA

Website Hits
Twitter Followers added
Twitter Reach Hits
Facebook Likes added
Facebook Views (Reach)

1,414	3,378	16,227	17,238
6	3	39	32
7,391	6,151	36,893	18,715
18	16	174	40
13,771	7,595	52,616	17,285

together
for your health



VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

[RETURN HOME](#)
[VENDOR SUMMARY](#)
[CONTRACT SEARCH](#)
[PAYMENTS SEARCH](#)
[PAYMENTS ISSUED](#)
[PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

➔ Return Back

Warrant/EFT#: EF 0015020

Fiscal Year	2020	Issue Date	11/06/19	
Warrant Total	\$110,599.00	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1571201	0A1571201	\$110,599.00

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$110,599.00	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 11/05/2019
2	COUNTY 1 % SHARE OF SALES TAX

Payment Voucher Description	
3	LIAB MO: AUG. 2019 COLL MO: SEP. 2019 VCHR MO: NOV. 2019
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY 1 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

[INTERNSHIPS](#)[EMPLOYMENT](#)[PRIVACY POLICY](#)[IDENTITY PROTECTION POLICY](#)[COMPTROLLER PPB](#)[INSPECTOR GENERAL](#)[CONTACT US](#)

© 2019 ILLINOIS COMPTROLLER'S OFFICE ALL RIGHTS RESERVED

IN LOVING MEMORY - JBT

UPDATED 11/14/19 AT 9:11 PM

VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

[RETURN HOME](#)
[VENDOR SUMMARY](#)
[CONTRACT SEARCH](#)
[PAYMENTS SEARCH](#)
[PAYMENTS ISSUED](#)
[PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

➔ Return Back

Warrant/EFT#: EF 0015019

Fiscal Year	2020	Issue Date	11/06/19	
Warrant Total	\$617,984.62	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1571200	0A1571200	\$617,984.62

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$617,984.62	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 11/05/2019
2	COUNTY .25 % SHARE OF SALES TAX

Payment Voucher Description

3	LIAB MO: AUG. 2019 COLL MO: SEP. 2019 VCHR MO: NOV. 2019
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY .25 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

[INTERNSHIPS](#)[EMPLOYMENT](#)[PRIVACY POLICY](#)[IDENTITY PROTECTION POLICY](#)[COMPTROLLER PPB](#)[INSPECTOR GENERAL](#)[CONTACT US](#)

© 2019 ILLINOIS COMPTROLLER'S OFFICE ALL RIGHTS RESERVED

IN LOVING MEMORY - JBT

UPDATED 11/14/19 AT 9:11 PM

VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

[RETURN HOME](#)
[VENDOR SUMMARY](#)
[CONTRACT SEARCH](#)
[PAYMENTS SEARCH](#)
[PAYMENTS ISSUED](#)
[PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

➔ Return Back

Warrant/EFT#: EF 0015018

Fiscal Year	2020	Issue Date	11/06/19	
Warrant Total	\$1,643.95	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1571199	0A1571199	\$1,643.95

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$1,643.95	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 11/05/2019
2	COUNTY .25 % SHARE OF SALES TAX

Payment Voucher Description

3	LIAB MO: AUG. 2019 COLL MO: SEP. 2019 VCHR MO: NOV. 2019
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY .25 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

[INTERNSHIPS](#)[EMPLOYMENT](#)[PRIVACY POLICY](#)[IDENTITY PROTECTION POLICY](#)[COMPTROLLER PPB](#)[INSPECTOR GENERAL](#)[CONTACT US](#)

© 2019 ILLINOIS COMPTROLLER'S OFFICE ALL RIGHTS RESERVED

IN LOVING MEMORY - JBT

UPDATED 11/14/19 AT 9:11 PM