OFFICIAL PROCEEDINGS

St. Clair County Board Meeting





ST. CLAIR COUNTY BOARD

MARK A. KERN

10 Public Square • Room B561 • Belleville, Illinois 62220-1623



(618) 277-6600 Fax (618) 825-2740

COUNTY BOARD MEETING - MAY 26, 2020

- 1. Invocation Thomas Holbrook, County Clerk
- 2. Pledge of Allegiance
- 3. Call to Order Chairman Mark A. Kern
- 4. Roll Call by Thomas Helbrook, County Clerk; Present 14; Present Telephonically 14; Absent 1
 Absent Mr. Dancy
 (The Chairman noted that Mr. Dancy is excused.)
- 5. Public Participation None
- 6. Approval of Minutes of April 20, 2020 Meeting
 Motion to Approve
 J. West made
 B. Allen seconded

M/C - RC - Unanimous

- 7. Reports & Communications from the Chairman
 - a. Appointment Member, Millstadt Fire Protection District David Kossina to Fill the Unexpired Term of Glenn Schaefer Due to His Resignation Motion to Approve S. Tieman made

M. O'Donnell – seconded

M/C – RC - Unanimous

8. Miscellaneous Reports

Motion to Receive and Place on File S. Tieman – made B. Allen - seconded

M/C - RC - Unanimous

- 9. Committee Reports
 - a. Finance Committee:
 - 1. Treasurer's Monthly Report

Motion to Approve 9-a-1 M. Crawford – made Scott Tieman– seconded

M/C - RC - Unanimous

2. Treasurer's Report of Funds Invested

Motion to Approve 9-a-2

M. Crawford - made

S. Tieman – seconded

M/C - RC - Unanimous

3. Salary Claims

Motion to Approve 9-a-3

M. Crawford - made

S. Tieman - seconded

Roll Call Vote: Motion carried with 28 Ayes

4. Expense Claims – Claims Subcommittee

Motion to Approve 9-a-4

M. Crawford – made

S. Tieman – seconded

Roll Call Vote: Motion carried with 28 Ayes

b. Grants Committee:

1. Res. #2540-20-R – Authorization to Prepare, Submit, and Execute an Application (2020-2024 Five Year Consolidated Plan and 2020 Annual Action Plan) to the United States Department of Housing and Urban Development

Motion to Approve 9-b-1

S. Gruberman - made

S. Reeb – seconded

M/C - RC - Unanimous

2. Res. #2541-20-R - Authorization to Submit an Application to the Illinois Housing Development Authority for Funding the Rental Housing Support Program and Authorize the St. Clair County Intergovernmental Grants Department to Administer the Rental Housing Support

Motion to Approve 9-b-2

S. Gruberman - made

J. Chartrand -- seconded

M/C - RC - Unanimous

3. Res. #2542-20-R – Authorization to Accept a Grant from the Illinois Housing Development Authority's Rental Housing Support Program Round 1 2020 Renewals and Authorize the St. Clair County Intergovernmental Grants Department to Administer the Rental Housing Support Program

Motion to Approve 9-b-3

J. Chartrand – made

S. Gruberman - seconded

M/C - RC - Unanimous

c. Judiciary Committee:

1. Review of Executive Session Minutes

Motion was made by S. Tieman, seconded by J. Waldron to release the Executive Session minutes of November 25, 2019 and January 27, 2020 in accordance with Illinois Open Meetings Act and that they be made available for public inspection and no longer require confidential treatment.

M/C - RC - Unanimous

d. <u>Transportation Committee:</u>

1. Res. #2543-20-RT - Amending the Agreement Between St. Clair County, City of O'Fallon, Illinois and O'Fallon Investment Partners, LLC Whereas the City of O'Fallon Illinois will Maintain the Sidewalks Placed on St. Clair County Right-of-Way Along Frank Scott Parkway, West of Greenmount Road

Motion to Approve 9-d-1 C.R. Vernier – made J. Chartrand – seconded

M/C - RC - Unanimous

2. Res. #2544-20-RT - Authorizing Execution of a Preliminary Engineering Services Agreement with Thouvenot, Wade & Moerchen Inc. for the Preparation of Plans, Special Provisions and Cost Estimate for the Proposed Addition of a Southbound Right Turn Lane from Old Collinsville Road on to Ashland Avenue, County Highway 96

Motion to Approve 9-d-2 C.R. Vernier – made S. Gomric – seconded

M/C - RC - Unanimous

3. Res. #2545-20-RT - Authorizing Execution of an Agreement Between St. Clair County, City of O'Fallon and Aberdeen Village, LLC., for the Addition of Northbound Right Turn Lanes, Signals, Striping and Incidentals Along Scott-Troy Road, County Highway 61

Motion to Approve 9-d-3
J. Waldron – made
C. R. Vernier – seconded

M/C - RC - Unanimous

- 10. Grants Payroll and Expenses Motion to Receive and File
 - S. Reeb- made
 - J. Chartrand- seconded

M/C - RC - Unanimous

- 11. County Health Department Report Motion to Receive and File
 - J. West made
 - S. Tieman-seconded

M/C - RC - Unanimous

- 12. Department of Revenue Report Motion to Receive and File
 - J. West made S. Tieman- seconded

M/C - RC - Unanimous

13. Comments by the Chairman

Chairman Kern thanked Herb Simmons and the entire Emergency Management Team for keeping the public informed through their Facebook live feed 75 days in a row and distributing PPE supplies and thanked Barb Hohlt and the Health Department for their tireless efforts.

14. Any other Pertinent Business

Mr. West thanked the Chairman, Herb Simmons and Sam Easterley for their daily updates. He also thanked the Chairman for making a difference during this time for St. Clair County.

15. Adjournment

There being no further business, a motion was made by S. Tieman, seconded by S. Gomric that the Board stand adjourned until Monday, June 29, 2020 at 7:30 p.m., for the Statutory May 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



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 - May 26, 2020

7:30 p.m.

Pursuant to Executive Order 2020-7, an Executive Order in response to COVID-19 (COVID-19 Executive Order No. 5) issued March 16, 2020 by Governor JB Pritzker, the St. Clair County Board is providing the following remote electronic access to its April 20, 2020 County Board Meeting for its Members, Staff and Public.

TELEPHONIC ACCESS DIAL 1-(877) 810-9415 Access Code 5199896

- 1. Invocation
- 2. Pledge of Allegiance
- 3. Call to Order
- 4. Roll Cal!
- 5. Public Participation
- 6. Approval of Minutes of April 20, 2020 Meeting
- 7. Reports & Communications from the Chairman
 - Appointment Member, Millstadt Fire Protection District David Kossina to Fill the Unexpired Term of Glenn Schaefer Due to His Resignation
- 8. Miscellaneous Reports
- 9. Committee Reports
 - a. Finance Committee:
 - Treasurer's Monthly Report
 - 2. Treasurer's Report of Funds Invested
 - 3. Salary Claims
 - 4. Expense Claims Claims Subcommittee
 - b. Grants Committee:
 - 1. Res. #2540-20-R Authorization to Prepare, Submit, and Execute an Application (2020-2024 Five Year Consolidated Plan and 2020 Annual Action Plan) to the United States Department of Housing and Urban Development



- 2. Res. #2541-20-R Authorization to Submit an Application to the Illinois Housing Development Authority for Funding the Rental Housing Support Program and Authorize the St. Clair County Intergovernmental Grants Department to Administer the Rental Housing Support
- 3. Res. #2542-20-R Authorization to Accept a Grant from the Illinois Housing Development Authority's Rental Housing Support Program Round 1 2020 Renewals and Authorize the St. Clair County Intergovernmental Grants Department to Administer the Rental Housing Support Program

c. <u>Judiciary Committee:</u>

1. Review of Executive Session Minutes

d. <u>Transportation Committee:</u>

- 1. Res. #2543-20-RT Amending the Agreement Between St. Clair County, City of O'Fallon, Illinois and O'Fallon Investment Partners, LLC Whereas the City of O'Fallon Illinois will Maintain the Sidewalks Placed on St. Clair County Right-of-Way Along Frank Scott Parkway, West of Greenmount Road
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- 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. Any other Pertinent Business
- 15. Adjournment

May 26, 2020

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 April 20, 2020 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



ST. CLAIR COUNTY BOARD

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District 25 JAMES HAYWOOD

District 26 SCOTT TIEMAN

District 27 KENNETH G. SHARKEY

District 28 SCOTT GREENWALD

District 29 JOHN WALDRON May 26, 2020

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

Members of the Board:

Since the following appointment 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 appointment for your consideration and approval:

Member, Millstadt Fire Protection District:
 Appointment of DAVID KOSSINA to complete the unexpired three
 (3) year term of Glenn Schaefer effective May 26, 2020 and expiring on May 1, 2023.

MARK A. KERN, Chairman St. Clair County Board

MAK/dm

To Whom It May Concern

My name is David Kossina. My wife and I have been married for 29 years. Our family consists of 3 boys and 1 girl. All of our children have attended St James Catholic School in Millstadt and Belleville West High School. My family and I have lived in Millstadt for the last 24 years! We have enjoyed the small town living that Millstadt provides! We have loved the small town atmosphere so much that 5 ½ years ago we bought Schubert's Packing. Our two oldest sons currently work with me on a daily basis! We are dedicated to the community and providing meat solutions to our customers. Being asked to be a trustee for the Millstadt Fire Department has been a true honor. When everyone is running out of a fire, these men are running in to save lives!!!!

If approved, I look forward to serving our community!

Sincerely

David Kossina

TO:

ST. CLAIR COUNTY BOARD

FROM:

MARK A. KERN, Chairman

St. Clair County Board

SUBJ:

Miscellaneous Reports

DATE:

May 26, 2020

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:

County Jail

The Jailer reports that prisoners for the period from April 15, 2020 through May 19, 2020 are an average of 353 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 April 3, 2020 through April 30, 2020 was 436 children, 416 boys and 20 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 Sheriff Department ST. CLAIR COUNTY, ILLINOIS JAIL MANANGEMENT INFORMATION SYSTEM As of Wednesday May 20, 2020 at 12:49 pm

Daily Peak Population ReportFor Period Beginning on April 15, 2020 Through May 19,2020 - Current Capacity: 418

Page 1

			·-
Date	Population	Over/Under	Status
Wednesday, April 15, 2020	339	79	Under Capacity
Thursday, April 16, 2020	338	80	Under Capacity
Friday, April 17, 2020	335	83	Under Capacity
Saturday, April 18, 2020	331	87	Under Capacity
Sunday, April 19, 2020	334	84	Under Capacity
Monday, April 20, 2020	333	85	Under Capacity
Tuesday, April 21, 2020	339	79	Under Capacity
Wednesday, April 22, 2020	340	78	Under Capacity
Thursday, April 23, 2020	352	66	Under Capacity
Friday, April 24, 2020	348	70	Under Capacity
Saturday, April 25, 2020	346	72	Under Capacity
Sunday, April 26, 2020	345	73	Under Capacity
Monday, April 27, 2020	347	71	Under Capacity
Tuesday, April 28, 2020	353	65	Under Capacity
Wednesday, April 29, 2020	348	70	Under Capacity
Thursday, April 30, 2020	355	63	Under Capacity
Friday, May 1, 2020	354	64	Under Capacity
Saturday, May 2, 2020	350	68	Under Capacity
Sunday, May 3, 2020	352	66	Under Capacity
Monday, May 4, 2020	359	59	Under Capacity
Tuesday, May 5, 2020	358	60	Under Capacity
Wednesday, May 6, 2020	362	56	Under Capacity
Thursday, May 7, 2020	364	54	Under Capacity
Friday, May 8, 2020	360	58	Under Capacity
Saturday, May 9, 2020	364	54	Under Capacity
Sunday, May 10, 2020	362	56	Under Capacity
Monday, May 11, 2020	366	52	Under Capacity
Tuesday, May 12, 2020	366	52	Under Capacity
Wednesday, May 13, 2020	364	54	Under Capacity
Thursday, May 14, 2020	368	50	Under Capacity
Fnday, May 15, 2020	367	51	Under Capacity
Saturday, May 16, 2020	362	56	Under Capacity
Sunday, May 17, 2020	366	52	Under Capacity
Monday, May 18, 2020	373	45	Under Capacity
Tuesday, May 19, 2020	370	48	Under Capacity
	Wednesday, April 15, 2020 Thursday, April 16, 2020 Friday, April 17, 2020 Saturday, April 18, 2020 Sunday, April 19, 2020 Monday, April 20, 2020 Tuesday, April 21, 2020 Wednesday, April 23, 2020 Friday, April 24, 2020 Saturday, April 25, 2020 Sunday, April 26, 2020 Monday, April 27, 2020 Tuesday, April 28, 2020 Wednesday, April 29, 2020 Tuesday, April 29, 2020 Tuesday, April 30, 2020 Friday, May 1, 2020 Saturday, May 2, 2020 Sunday, May 3, 2020 Monday, May 4, 2020 Sunday, May 5, 2020 Wednesday, May 6, 2020 Tuesday, May 7, 2020 Friday, May 8, 2020 Saturday, May 9, 2020 Saturday, May 10, 2020 Monday, May 11, 2020 Tuesday, May 11, 2020 Tuesday, May 12, 2020 Wednesday, May 13, 2020 Thursday, May 14, 2020 Tuesday, May 15, 2020 Sunday, May 15, 2020 Saturday, May 16, 2020 Saturday, May 16, 2020 Sunday, May 16, 2020 Sunday, May 16, 2020 Sunday, May 17, 2020	Wednesday, April 15, 2020 Thursday, April 16, 2020 Friday, April 17, 2020 Saturday, April 18, 2020 Saturday, April 18, 2020 Sunday, April 19, 2020 Monday, April 20, 2020 Tuesday, April 21, 2020 Wednesday, April 22, 2020 Thursday, April 23, 2020 Friday, April 24, 2020 Saturday, April 25, 2020 Saturday, April 26, 2020 Monday, April 27, 2020 Tuesday, April 28, 2020 Saturday, April 29, 2020 Saturday, April 29, 2020 Thursday, April 29, 2020 Tuesday, April 29, 2020 Thursday, April 30, 2020 Friday, April 30, 2020 Saturday, May 1, 2020 Saturday, May 2, 2020 Saturday, May 3, 2020 Wednesday, May 4, 2020 Tuesday, May 5, 2020 Wednesday, May 7, 2020 Tuesday, May 7, 2020 Tuesday, May 7, 2020 Tuesday, May 8, 2020 Saturday, May 8, 2020 Saturday, May 9, 2020 Saturday, May 1, 2020 Saturday, May 10, 2020 Wednesday, May 11, 2020 Tuesday, May 11, 2020 Tuesday, May 11, 2020 Tuesday, May 12, 2020 Wednesday, May 13, 2020 Thursday, May 14, 2020 Triday, May 15, 2020 Saturday, May 15, 2020 Saturday, May 16, 2020 Saturday, May 17, 2020 Saturday, May 18, 2020 Saturday, May 17, 2020 Saturday, May 17, 2020 Saturday, May 17, 2020 Saturday, May 18, 2020 Saturday, May 17, 2020 Saturday, May 17, 2020 Saturday, May 18, 2020 Saturday, May 18, 2020	Wednesday, April 15, 2020 Thursday, April 16, 2020 Thursday, April 16, 2020 338 80 Friday, April 17, 2020 335 Saturday, April 18, 2020 331 87 Sunday, April 19, 2020 334 84 Monday, April 20, 2020 333 85 Truesday, April 21, 2020 339 79 Wednesday, April 22, 2020 340 Thursday, April 23, 2020 352 66 Friday, April 24, 2020 348 70 Saturday, April 25, 2020 346 72 Sunday, April 26, 2020 347 71 Tuesday, April 27, 2020 347 Tousday, April 28, 2020 348 70 Saturday, April 29, 2020 347 Tousday, April 29, 2020 348 70 Thursday, April 29, 2020 347 Tousday, April 29, 2020 353 65 Wednesday, April 29, 2020 354 Thursday, April 30, 2020 355 63 Friday, May 1, 2020 354 64 Saturday, May 1, 2020 355 63 Sunday, May 3, 2020 350 68 Sunday, May 3, 2020 350 68 Sunday, May 4, 2020 359 59 Tuesday, May 5, 2020 358 60 Wednesday, May 6, 2020 359 Tuesday, May 7, 2020 366 Saturday, May 8, 2020 366 Saturday, May 9, 2020 366 Saturday, May 9, 2020 366 Saturday, May 11, 2020 366 Saturday, May 12, 2020 366 Saturday, May 11, 2020 366 Saturday, May 14, 2020 Friday, May 14, 2020 367 Saturday, May 15, 2020 368 Sounday, May 16, 2020 Saturday, May 16, 2020 Saturday, May 17, 2020 366 Saturday, May 17, 2020 366 Saturday, May 17, 2020 366 Saturday, May 18, 2020

Average Daily Population: Days In Reporting Period:

353

35



St. Clair County Juvenile Detention Center

GREGORY F. NORKUS
INTERM DIRECTOR
Court Services and Probation Department
20th Judicial Circuit

9006 Lebanon Rd.
Belleville, IL 62223.1503
Phone: [618] 397. 0766
Fax: (618] 397. 5284
dsch@co.st-clair.il.us
lbre@co.st-clair.il.us

DONALD H. SCHAEFER Superintendent

LISA K. BRENNAN-FLEMING Assistant Superintendent

April 30, 2020

Public Safety Committee St. Clair County Building 10 Public Square Belleville, IL 62220

Dear Committee Members

Please be advised, as indicated by my Population Report, that we did not exceed the D.O.C. rate capacity of 38 for the reporting period of April 3, 2020 thru April 30, 2020.

If you have any questions about this matter, please contact me.

Sincerely

Donald H. Schaefer Superintendent

- Opulation No		06 , 2020 to A _l Girls	Total
03/06/20	Boys 16	Giris O	10tai 16
03/03/20	15	1	16
03/07/20	16	1	17
03/00/20	16	1	17
03/10/20	14	2	16
03/11/20	14	1	15
03/11/20	13	. 1	14
03/13/20	16	1	17
03/14/20	16	1	17
03/11/20	16	1	17
03/16/20	16	1	17
03/17/20	.c 15	i	16
03/18/20	14	1	15
03/19/20	15	1	16
03/20/20	14	. 1	15
03/21/20	14	1	15
03/22/20	14	1	15
03/23/20	. 14	1	15
03/24/20	14	2	16
03/25/20	16	0	16
03/26/20	15	0	15
03/27/20	16	0	16
03/28/20	15	0	15
03/29/20	15	0	15
03/30/20	15	0	15
03/31/20	14	0	14
04/01/20	14	0	14
04/02/20	14	0	14

Total 416 20

Grand Total 436

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 April, 2020.

This report being filed as per Illinois Compiled Statutes

Chapter 30, Section 15/1.

John Mosley	M	all (ufo	w	
Mosley		John	n N	In	en
	1		Me	elec	4



April 1, 2020 - April 30, 2020 FUND SUMMARY Cash/Checking Activity

721,956.64	444.49	102,913.00	38,739.54	/85,685.61		: : :	
282,375.64	161.57	0.00	0.00	100,000	ant Com	Parks Grant Com	221-2210
2,857,366.59	1,701.40	869.97	0.00	202 244 07	Vash Pa	Trustee Wash Pa	218-2180W
523,347.29	300.38	24,245.28	20,100:00	2 955 535 40	St	Trustee E. St.	218-2180
1,000,000.00	5/4.49	37.27.49	36 488 00	521.104.19	s Offi	Recorder's Offi	217-2170
567,748.43	321.27	0.00	0 60	1,000,000,00	Fund	Indemnity Fund	216-2160
4,612,389.20	2,784.39	20.30	0.00	567.427.16	TOF	Sale in Error	215-2150
3,119,149.30	1,926.87	1 492 02	72.752.47	4,538,335,26	nt Fund	Retirement Fund	212-2120
1,383,940.12	100007	225 572 98	45.718.57	3,297,076.84	curity	Social Security	211-2110
0.00	9.40	0.00	14.808.12	1,368,312.71	yable F	Lease Payable F	210-2100
390,943.00		164 522 76	246.537.14	-82,004.90	Payroll	Highway Payroll	209-2090
300 043 60	200 34	0.00	0.00	. 398,743.34	Bridge	Township Bridge	208-2080
1 657 597 31	935.90	59,598.88	99,016.49	1,614,243.80	Motor	Township Motor	207-2070
248 405 40	132.47	30,633.83	42,194.79	236,711.67	Equipme	Highway Equipme	206-2060
405.680.80	203.00	0.00	0.00	405,477.80	Spec Pr	Highway Spec Pr	205-20518
23.010.700.02	13,192.59	0.00	0.00	22,997,507.43	Proj 2	Hwy Spec Proj 2	205-20515
389.230.28	475.40	0.00	0.00	388,754.88	pecal	nignway special	205-2054
4,956,908.65	2,879.43	221,637.76	477,488.96	4,698,178.02	i lax	History Cook	205-2050
3,395,356.04	2,008.69	114,565.12	2,042.47	3,505,870.00	lax ru	Mater Engl Tax	20.7.2030
8,407,894.33	4,886.16	11,616.40	153.17	8,414,4/1.40	Tover.	Matchine Tay E	202-2020
3,818,155.97	2,286.00	149,434.92	8,204.63	3,357,100.26	School F	County Brig	201-2010
1,154,742.89	661.53	0.00	0.00	3 057 400 00	ghway	County Highway	200-2000
-45,800.14	-17.61	8,488.04	0.00	1 154 001 35	crow	Payroll Escrow	190-1900
94,063.87	50.98		1000	-37 294 49	omey	States Attorney	180-1802
-239,/65.19	-107:03	0.00	2.890.16	91,122.73	der Acc	SA Offender Acc	180-1800
220 202 40	407.03	187 926 26	103,738.88	-155,470.78	ng Ser	Dispatching Ser	175-1750
0/4,000.01	.81 79	121.980.51	222,786.94	-214,039.73	Secur	Metrolink Secur	170-1700
977 57 74	503.98	0.00	0.00	872,031.33	2013 D	Cap Repl 2013 D	160-1601
1045 404 00	08 025	292.070.71	73,702.89	1,862,858.98	place	Capital Replace	160-1600
307 001 00	551 77	659.246.22	36,696.71	989,849.69	ity	Tort Liability	150-1500
875 544 43	481.97	481.97	24,777.65	850,733.78	al Fun	Pan-Mutual Fun	140-1400
415.358.19	270.61	73,100.54	21,639.00	466,549.12		Geographic in	110-1100
5,191,200.82	2,807.70	2,807.70	592,406.89	4,598,793.93	Repla	Coomatic La	130 1300
1,270,106.52	733.63	0.00	0.00	1,269,372.89	Dog.	Pers Prop I	117-1170
0.00	6.47	6.47	0.00	0.00	ash F:	Working Cash Fu	116-1160
3,591,704.19	2,820.65	3,261,014.47	27.646,226,2		SCIOW	Gen Co Escrow	115-1150
Ending Balance		2 254 544 57	3	4 527 354 79	ity Fund	Gen County Fund	100-1000
	Interest Received	Withdrawale	Deposits	Beginning Balance	Fund Description	Fund Des	Asset Num

Run Date: 05/21/2020 - 13:22 Data Updated: ~REPORT~: 05/21/2020 13:22

FUND SUMMARY Cash/Checking Activity April 1, 2020 - April 30, 2020

7
7 aBp

10,430.70	;					
	5 88	20 50	409.84	10,095.48	Drug Traffic Pr	
45 585 O1	24.24	2,484.27	5,075.00	43,071.94	Coroners Fund	300-3000
-113 767 79	17.44	119,094.07	24,544.91	-19,236.07	County Detentio	295-2950
33.747.35	18.71	0.00	994.80	32,733.84	County County C	290-2900
-1,194,439.08	-578.17	144,162.52	0.00	-1,043,036.39	Mental Health C	286-2860
2,467,397.25	1,413.89	14,740.51	25,680.41	2,433,043,48 4 0 4 0 6 0 2 0	Probation Part	285-2852
452,983.75	287.90	44,851.57	0.00	3 455 043 46	Probation Servi	285-2851
99,760.55	45.62	0.00	9 6	497 547 42	Prob Service Ou	285-2850
22,008.71	6.21	0.00	0 00	99.714.93	SA Federal Forf	278-2781
130,915.10	17:30	0.00	9.00	21 995 92	SA Forfeiture B	278-2780
10,322.15	74.56	9 9 9	760.64	130,079,90	SA Records Auto	277-2770
18,935.73	n 00 n	000	28 00	10.288.29	ACCS State's At	275-2750
10 025 73	14.18	5.500.00	97.04	24,324.51	Children's Advo	273-2730
1,500	0.72	0.00	159.86	1,053.32	CASA Fee Fund	2/2-2/20
A4 646 40	-10.04	63.388.00	63,277.79	41,495.94	S A Title IV-D	270-2700
148 158 51	79.20	70,966.73	114,206.71	104,839.33	Ballit Fund	270 2700
561.671.23	297.61	7,671.10	44,128.00	524,916.72	Law Library Fun	260-2600
148.950.08	65.77	0.00	27,664.00	121,220.31	Visitation Cent	268-2680
186,521.34	142.27	67,500.00	1,400.00	252,479.07	rotectostie Med	267-2670
470,377.73	276,47	10,957.26	8,160.50	472,898.02	Rossia Cina Sup	266-2660
-29,258.49	-10.91	8,412.98	0.00	-20,834,60	Maint/Orid Co.	265-2650
531,594.99	301.39	0.00	7,154.68	524,138.92	Circuit Clark T	264-2640
2,621,774.29	1,510.08	74,104.23	3,053.49	F2/ 420 C2	Electonic Citat	262-2620
2,921,960.01	1,673.49	63,898.19	92,704.34	2,601,1406.37	Court Document	261-2610
5,037.70	1.00	2,103.00	2010100	2 801 480 37	Court Automatio	260-2600
2,386,951.02	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2 460 00	2 970 00	4.235.62	Pet Population	257-2570
400,664.32	1 497 90	678 367 30	314.069.63	2,749,735,69	Emergency Telep	253-2530
55,000.10	232 04	27 853 98	26.319.95	401,966.31	Civil Defense E	250-2500
1,124,318.64	10.65	1 442 60	56.576.14	-144,09	Mental Health G	246-2460
400,000,000	774 77	166 116 78	3.385.45	1,286,275.20	Mental Health F	245-2450
490 650 42	243.75	20,486.63	107,622.73	403,270.57	Landfill Surcha	241-2410
3 080 446 73	1,903.50	434,228.93	313,946.94	3,198,825.22	County Health F	0012-013
0.00	-0.63	-0.63	0.00	0.00	East Side Youth	240 2400
140,460,44	82.81	1,055.65	4,395.70	137,037.58	opecial Grants	238-2380
473,840.07	295,48	31,755.40	546.38	504,753.61	*certains results	237-237-NEW
3,229,709.60	1,850.54	83,249.85	39,559.99	3,271,548.92	Veterras Assist	225-2250
Ending Balance	Interest Received	Withdrawals	Deposits	pegaming parance	Parks Compt Com	221A-2211
			,		Fund Description	Asset Num

Data Updated: ~REPORT~: 05/21/2020 13:22 Run Date: 05/21/2020 - 13:22

Portfolio CFUN

CC LP (PRF_LPF) 7.1.1 Report Ver. 7.3.5

138,603,383.70	81,723.63	9,817,885.21	7,657,734.67	140,681,810.61		
230,507.71	153.88	0.00	0.00	230,353.83		
1,106,418.37	635.68	537,277.26	269,674.67	1,3/3,385.28	Cir Clk Pool 4	9940
4,383.60	2.93	0.00	0.00	1,300.07	Cir Cik Bonds&F	9915
16,460,975.69	9,429.60	0.00	0.00	A 380 FT	CC Returned Che	9913
8,637.50	4.97	0.00	9 6	16 451 546 00	County Flood Pr	930-9300
86,717.21	401	0.00	0.00	8,632,53	Gen Co Escheat	725-7250
112,363.76	49 77		0.00	86,667,48	Estates Of Dece	720-7200
27,024.00	67.07	67.07	0.00	112,363.76	Condemnation Fu	/10-/100
27 024 00	8.29	19.971.61	27,024.00	19,963.32	Arbitration Fun	710 7100
93 890 78	53.49	53.49	0.00	93,890.78	Unclaimed Prope	700-7000
2 491 99	1.45	0.00	0.00	2,490.54	Ballkuptcy	650-6500
63,906.17	39.54	0.00	0.00	63,866.63	Rankrista.	610A-6100
983.73	0.56	0.00	0.00	983.17	Prior Year Prot	610-6100
87,278.31	44.00	52.11	5,395.64	01,590.78	Post Employment	600-6000
2,175,254.03	796.84	1,141,821.96	1,350,080.26	61 66 76	SCC Unenemploym	570-5700
105,541.13	60.53	0.00	0.00	4 000 400 000	Employees Medic	550-5500
874,342.45	4/1.45	0.00	47,505.02	105 480 60	MidAmerica Airp	500-5001
16,081,119.32	17.17	0.00	A7 FOE 93	826 365 48	MidAmerica Airp	500-5000
1,303,223.42	9 579 7/	000	257.84	16,071,282,14	Joint Use Bond	455-4550
4 000 000 40	994.18	0.00	0.00	1,982,235.24	Bonds Payable F	400-4000
727 849 63	483.73	87,493.64	12,969.17	801,860.37	Auto Inett Gran	450 4500
17.558.67	-1.05	22,137.62	59,757.32	-20,059.98	A.t. The Car	387-3870
-85,503.12	-25.66	27,445.83	0.00	-58,031.63	DI II Alcohol Sof	386-3860
5,535.66	1.28	5,668.47	5,701.20	5,301.65	Probation Grant	385-3850
7,112.19	1.49	2,705.15	7,917.44	1,030,41	State's Atty Gr	384-3840
-39,539.14	-10.57	37,710.86	0.00	1000	Judicial Grants	383-3830
-8,105.27	-2.11	5,209.71	000	-2 417 71	Project Renee G	370-3700
6,819.71	, , ,	3,465.03	44440	-3 037 93	Domestic Violen	355-3550
5,182.90	. !		8 555 20	1.725.11	Victim Witness	350-3500
2,14,042.02	248	0.00	915.51	4,264.91	Jail Medical Fu	335-3350
24.62.02	117.66	15.238.04	687.86	229,075.34	Commissary Fund	325 3250
299 616 02	149.47	0.00	0.00	299,466.55	Shenif State F	330-3300
226, 497, 77	156.66	16,913.84	4,646.63	238,608.32	Silenii s Asset	315-3151
1,118.59	0.64	0.00	0.00	1,117.95	Shorter Annah	315-3150
-6,707.77	13.50	36,000.00	2,581.02	26,697.71	Transportation	306-3060
Ending Balance	merest Received	Siphelinias	- chooses	75 F03 3C	Sheriff's DUI F	305-3050
1	Interest Description	Withdrawala	Deposits	Beginning Balance	Fund Description	Asset Num

Data Updated: ~REPORT~: 05/21/2020 13:22
Run Date: 05/21/2020 - 13:22

Portfolio CFUN CC

LP (PRF_LPF) 7.1.1 Report Ver. 7.3.5



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

Andrew Lopinot Treasurer St. Clair County

Phone (618) 825-2707

May 1, 2020

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 Statues, the County

Treasurer submits the attached report on investments of funds as of April 30, 2020.

Respectfully,

al Light

Andrew Lopinot Treasurer

St. Clair County

AL\FH Attachments

ST. CLAIR COUNTY INVESTMENT HOLDINGS

POSITION REPORT BY FUND AS OF 03/31/2020

FUND NAME	COST BALANCE
TREASURER INVESTMENT POOL#1	\$1,341,309.68
CIRCUIT CLERK POOL #4	\$137,262,074.02
GRAND TOTAL	\$138,603,383.70

ST. CLAIR COUNTY INVESTMENT HOLDINGS

POSITION REPORT BY FINANCIAL INSTITUTION AS OF 04/30/2020

FINANC	IAL

INSTITUTION	COST BALANCE
ASSOCIATED BANK	4,634,503.12
BANK OF BELLEVILLE	623,603.61
CARROLLTON BANK	2,775,272.30
CITIZENS COMMUNITY BANK	1,468,225.24
BUSEY BANK	17,380,034.50
FIRST FEDERAL SAVINGS BANK	3,475,440.69
Goldman Sachs	46,227,827.37
Goldman Sachs Brokered	19,238,194.32
ILLINOIS FUNDS	19,115,334.11
LINDELL BANK	250,000.00
PROVIDENCE BANK	250,000.00 ·
REGIONS BANK	4,552,106.46
RELIANCE BANK	0.01
SIMMONS BANK	14,629,170.34
SIMMONS BANK PINE B	517,154.23
SPRINGFIELD BANK	508,685.55
TOWN AND COUNTRY	1,795,232.14
US BANK	1,030,599.71
VILLIAGE BANK	132,000.00
GRAND TOTAL	138,603,383.70

May 26, 2020

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 month of May 2020 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE St. Clair County Board

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 May 2020.

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

A RESOLUTION AUTHORIZING THE ST. CLAIR COUNTY BOARD CHAIRMAN TO PREPARE, SUBMIT AND EXECUTE AN APPLICATION (The 2020-2024 FIVE YEAR CONSOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN) TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED; AND TITLE II OF THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT OF 1990 (THE "HOME ACT"); FOR PROGRAM YEAR (PY) 2020 FUNDS TO ASSIST THE COUNTY TO FULFILL THE REQUIREMENTS AS OUTLINED IN THE PY 2020-2024 ST. CLAIR COUNTY CONSOLIDATED PLAN DOCUMENT. ITS GENERAL PURPOSE IS TO ASSIST UNITS OF LOCAL GOVERNMENT BY IMPROVING INFRASTRUCTURE, CREATING AFFORDABLE HOUSING AND ECONOMIC OPPORTUNITIES PRINCIPALLY FOR PERSONS OF LOW OR MODERATE INCOME.

WHEREAS, St. Clair County, Illinois desires to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Grant Programs as authorized by the Housing and Community Development Act of 1974 as amended, the Cranston-Gonzalez Act of 1990; and

WHEREAS, there is a continuing need for affordable housing, adequate infrastructure, fair housing, protection of the environment, enhancement of civic design, especially for those citizens of low and moderate income and vigorous economic growth for all county citizens; and

WHEREAS, St. Clair County shall be the applicant and fiscal agent for all county; township and municipal projects located within the St. Clair County entitlement area eligible for funding under the Housing and Urban Development Act of 1974, as amended.

NOW THEREFORE, BE IT RESOLVED, by the St. Clair County Board, that the Chairman of the County Board submit an application for the PY 2020-2024 Five year consolidated plan and PY 2020 Annual Action Plan to the United States Department of Housing and Urban Development under the Housing and Community Development Act of 1974 and the HOME Act, and in accordance with the Consolidated Plan Rule, to undertake essential community development and lower income housing and homeless assistance activities, as specifically provided in said application and plan.

APPROVED AND ADOPTED at a regular meeting of the St. Clair County Board in the State of Illinois,

this 26th day of May 2020.

MARK A. KERN, Chairman St. Clair County Board

Attest:

County Clerk

Resolution No.	
State's Attorney's Office Director of Administration	_
/s/ Stephen Reeb	Mouty Cylay
/s/ Susan Gruberman	Chikar Vernier
/s/ Richie Meile	I John War
/s/ John Waldron	X_Mosse
GRANTS COMMITTEE Low	FINANCE COMMITTEE

JUDICIARY COMMITTEE

RESOLUTION

A RESOLUTION AUTHORIZING THE ST. CLAIR COUNTY BOARD CHAIRMAN TO COMPLETE AND SUBMIT AN APPLICATION TO THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY (IHDA) FOR THE PURPOSE OF FUNDING THE RENTAL HOUSING SUPPORT PROGRAM; TO AUTHORIZE THE ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT (IGD) TO ADMINISTER THE RENTAL HOUSING SUPPORT PROGRAM UTILIZING THESE FUNDS; TO AUTHORIZE THE EXECUTIVE DIRECTOR OF THE INTERGOVERNMENTAL GRANTS DEPARTMENT TO EXECUTE NECESSARY AGREEMENTS WITH IHDA.

WHEREAS, St. Clair County, Illinois, through its Intergovernmental Grants Department, IGD administers a Rental Housing Support Program; providing financial assistance for qualified very-low income renters in St. Clair County by providing housing support for citizens who might otherwise become homeless; and,

WHEREAS, St. Clair County wishes to continue support for the Rental Housing Support Program for very-low income households county-wide, by increasing available funds; and,

WHEREAS, the Illinois Housing Development Authority (IHDA) provides funds for the purpose of delivering the Rental Housing Support Program; and,

WHEREAS, there is a continuing need for rental housing support for the very-low income population of St. Clair County; and,

WHEREAS, St. Clair County is qualified and eligible to administer funds from the Illinois Housing Development Authority; and,

WHEREAS, St. Clair County, through its Intergovernmental Grants Department, shall be the administrator for the IHDA Rental Housing Support Program; and,

WHEREAS, the St. Clair County Intergovernmental Grants Department has the legal authority to serve all of St. Clair County; and,

NOW THEREFORE, BE IT RESOLVED, that the St. Clair County Board authorizes the Chairman of the County Board to complete and submit the Conditional Commitment Letters (CCL) and Funding Agreement (FA) to the Illinois Housing Development Authority for funds to administer a Rental Housing Support Program for very-low income renters. The County board ratifies the CCL and FA and any and all program documents. The St. Clair County Board authorizes the Intergovernmental Grants Department (IGD) to administer said Rental Housing Support Program in St. Clair County; and authorizes the Executive Director of the IGD to execute and deliver necessary agreements and documents in connection with the program or with the IHDA.

APPROVED AND ADOPTED at a regular mee	eting of the St. Clair County Board in the State of Illinois, this
<u>26th</u> day of <u>May</u> , <u>2020</u> .	$\wedge \wedge $
(SEAL)	
	MARK A. KERN, Chairman
	St. Clair County Board

ATTEST: La County Clerk

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<u>~</u>)	

Resolution No. 2542-20-R	
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A RESOLUTION AUTHORIZING THE ST. CLAIR COUNTY BOARD CHAIRMAN TO ACCEPT A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S RENTAL HOUSING SUPPORT PROGRAM ROUND 1 2020 RENEWALS. TO AUTHORIZE THE ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT (IGD) TO ADMINISTER THE RENTAL HOUSING SUPPORT PROGRAM UTILIZING THESE FUNDS; TO AUTHORIZE THE DIRECTOR OF THE INTERGOVERNMENTAL GRANTS DEPARTMENT TO EXECUTE NECESSARY AGREEMENTS WITH IHDA.

WHEREAS, St. Clair County (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Illinois Rental Housing Support Program (the "Program"), pursuant to the Rental Housing Support Program Act, 310 ILCS 105/1 et seq. for the State of Illinois, and the Authority has established rules and regulations for the RHS Program promulgated and codified at 47 Ill. Admin. Code, Part 380, all as may be amended and supplemented from time to time.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor which shall be used by the Sponsor for (i) Rental Assistance and (ii) Program Operating Fees all in accordance with the terms and conditions set forth in the Agreement.

BE IT FURTHER RESOLVED, that the St. Clair County Board hereby authorize and empowers the Chairman of the County Board to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

BE IT FURTHER RESOLVED, that the St. Clair County Board hereby authorize and direct the Chairman of the County Board to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

APPROVED AND ADOPTED at a regular meeting of the St. Clair County Board in the State of Illinois, this 26th day of May, 2020.

MARK A. KERN, Chairman St. Clair County Board

Attest:

County Clerk

Resolution No.	
REVIEWED BY:	
State's Attorney's Office	
Delun Mare Director of Administration	_
/s/ Stephen Reeb	Marts aufor
/s/ Susan Gruberman	Chukan Jerne
/s/ Richie Meile	DelaNor
/s/ John Waldron	CX_Moslo
GRANTS COMMITTEE	FINANCE COMMITTEE
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R-Gaylerby	-
JUDICIARY COMMITTEE	



RESOLUTION 2543-20-RT

(AMENDING LANGAUGE OF PREVIOUS AGREEMENT)

WHEREAS, the County of St. Clair, the City of O'Fallon and O'Fallon Investment Partners, LLC. have mutually determined that in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of providing an entrance to the proposed development off of Thouvenot Lane/Frank Scott Parkway, County Highway 95, as shown on the construction plans approved by the St. Clair County Dept. of Roads & Bridges. This work to be identified as Section 19-00301-19-PW; and

WHEREAS, an Agreement had previously been prepared and approved by the St. Clair County Board (Res #2538-20-RT); and

WHEREAS, it has been determined that an amendment regarding the City's responsibility for sidewalk maintenance must be added to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the amended language in Paragraph 3.03 of the Agreement is satisfactory and meets with the approval of the County Board; and

BE IT ALSO RESOLVED, that the Chairman of this County Board be, and he is, hereby authorized and directed to execute the said Agreement, with amended language, on behalf of the County.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, the 26th day of May 26, 2020.

Attes

County Board Chairman

County Clerk

3. Maintenance of the Project.

- 3.01. <u>County's Maintenance</u>. The County shall maintain permanently all improvements lying within the right-of-way of Frank Scott Parkway with the exceptions set forth below. The degree of maintenance required will be at the sole direction of the County Engineer.
- 3.02. <u>Developer Maintenance</u>. The Developer agrees to maintain, or cause to be maintained, all proposed or future sidewalks that are located on the Property in addition to the commercial entrance, extending up to the edge-of-pavement of Frank Scott Parkway. This maintenance shall include, but not be limited to: (i) ensuring that any sidewalk constructed on the Property that are contiguous to, or will be contiguous with, sidewalks on St. Clair County right-of-way are ADA compliant; ii) maintaining the surface of the sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or of similar quality, use and durability; (ii) removing all debris, snow, ice, filth and refuse and thoroughly sweeping the sidewalks to the extent reasonably necessary to keep the same clear and accessible; and (iii) otherwise keeping the sidewalks in a good, safe and clean condition that permits pedestrian traffic.
- 3.03. City Maintenance. The City agrees to own and maintain, or cause to be maintained, all sidewalks that are located within St. Clair County right-of-way, located on the North side of Frank Scott Parkway. This maintenance shall include, but not be limited to: (i) ensuring that any sidewalk constructed on the Property that are contiguous to, or will be contiguous with, sidewalks on St. Clair County right-of-way are ADA compliant; (ii) maintaining the surface of the sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or of similar quality, use and durability; (iii) removing all debris, snow, ice, filth and refuse and thoroughly sweeping the sidewalks to the extent reasonably necessary to keep the same clear and accessible; and (iv) otherwise keeping the sidewalks in a good, safe and clean condition that permits pedestrian traffic. The City agrees to maintain insurance on the sidewalks at all times and furnish the County with a copy of said insurance. The degree of maintenance required will be at the sole direction of the County Engineer. In addition, the City agrees to be responsible for and to pay all energy charges and all maintenance of the traffic signals located at the intersection of Merchants Way and Frank Scott Parkway. The County will maintain ownership and operation of said signals.
- 3.04. <u>Dedication: No Obligation of Developer.</u> Notwithstanding anything in this Agreement to the contrary, maintenance, repair, and replacement of any and all improvements constructed or installed as part of the Improvements which are not located on the Property shall be the obligation of (a) the Party owning the property on which such improvements are located, or (b) the County, as part of the public roadway system.

3	Resolution No. 2543
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State's Attorney's Office	Director of Administration
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TRANSPORTATION COMMITTEE	
K. Garbeby	
JUDICIARY COMMITTEE	

RESOLUTION #2544-20-RT

WHEREAS, the County of St. Clair is proposing the improvement of the intersection of County Highway 96, Ashland Avenue, FAU 9163, and Old Collinsville Road, FAU 9168; and

WHEREAS, the Department of Roads and Bridges of the County of St. Clair has recognized the need to expedite this improvement and has made the decision to employ a consulting engineering firm to do the design and prepare the plans, specifications and estimate of costs for the above proposed intersection improvement; and

WHEREAS, the firm of Thouvenot, Wade and Moerchen, Inc., has agreed to perform all the necessary design and preparation of plans as stated hereinbefore, in the estimated cost plus fixed fee amount of \$59,896.73.

NOW, THEREFORE, BE IT RESOLVED, that this Board accepts the offer made by the firm of Thouvenot, Wade and Moerchen, Inc. to furnish engineering services as above specified; and

BE IT FURTHER RESOLVED, that, pending approval of the aforesaid agreement by the Illinois Department of Transportation, the Chairman of this Board is authorized and directed to execute the Agreement on behalf of the County, with Thouvenot, Wade and Moerchen, Inc. for engineering work in accordance with the above; and

BE IT FURTHER RESOLVED, that the services to be performed under the above said Engineering Agreement with Thouvenot, Wade and Moerchen, Inc. be a part of the improvement designated Section 19-00276-07-PW; and

BE IT FURTHER RESOLVED, that St. Clair County's portion of the cost of engineering work shall be paid from the County Matching Tax Fund; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit four (4) copies of the said Agreement duly executed by the County and four (4) copies of this resolution, duly certified, to the Illinois Department of Transportation, through its Region Five Engineer's Office at Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 26^{TH} day of May 26, 2020.

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Attest

County Board Chairman

County Clerk

Sec. 19-00276-07-PW
REVIEWED BY
State's Attorney's Office
Director of Administration
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JUDICIARY COMMITTEE
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TRANSPORTATION COMMITTEE

Local Public Agency				Consultant					
St. Clair County	L	Illinois Department		Thouvenot, Wade & Moerchen, Inc.					
Department of Roads and Bridges	0	of Transportation	C	Address					
County	C		0	4940 Old Collinsville Rd.					
St. Clair	Α	·	N	City					
Section	L		S	Swansea					
19-00276-07-PW Project No.	1	Preliminary Engineering	U	State					
DQCT(671)	Α	Services Agreement	L	îL.					
Job No.	G	For	T	Zip Code					
P-98-002-20	E	Federal Participation	Α	62226					
Contact Name/Phone/E-mail Address	N	rederar ranticipation	N	Contact Name/Phone/E-mail Address					
Norman Etling, PE	С		T	Joshua W. Stein, PE					
618-233-1392	Υ			618-624-4488					
netling@stclaircohwv.com				istein@twm-inc.com					
THIS AGREEMENT is made and entered into Local Public Agency (LPA) and Consultant (EPROJECT. Federal-aid funds allotted to the Transportation (STATE) will be used entirely	NGI I PA	NEER) and covers certain professiona	u o c	ipci vision of the filmiole peparament of					
		Project Description							
Name Old Collinsville Rd. at Ashland Ave		Route FAU 9168 Leng	th	600 FT Structure No.					
Termini From the intersection of Old Collin	nsvill	e Rd. and Ashland Ave. north approxin	nate	ly 500 FT					
Description The project will consist of the construction of a dedicated right turn lane from SB Old Collinsville Rd. to WB Ashland Ave., traffic signal modifications, pedestrian accomodations/upgrades, storm sewer and other incidentals.									
		Agreement Provisions	<u></u>						

I. THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- 2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- 3. To complete the services herein described within 730 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

- 9. The undersigned certifies neither the ENGINEER nor I have:
 - a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREFMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
- 13. Scope of Services to be provided by the ENGINEER:
 - ✓ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

۱. <u>2.</u>	To furnish the ENGINEER To pay the ENGINEER as following compensation for	compensat	y available survey data and information ion for all services rendered in accordance with this AGREEMENT, on the basis of the
	Cost Plus Fixed Fee		= 14.5%[DL + R(DL) + OH(DL) + IHDC], or = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or = 14.5%[(2.3 + R)DL + IHDC]
		· Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
	Specific Rate	☐ (Pay p	per element)
	Lump Sum		
3.	To pay the ENGINEER us	sing one of t	he following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
	the LPA, monthly pa 90% of the value of b) After 50% of the w the LPA, monthly pa to 95% of the value c) Final Payment – U	ayments for the partially ork is compayments cov of the partia pon approve	the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the work performed shall be due and payable to the ENGINEER, such payments to be equal to completed work minus all previous partial payments made to the ENGINEER. Dieted, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by vering work performed shall be due and payable to the ENGINEER, such payments to be equally completed work minus all previous partial payments made to the ENGINEER. It is of the work by the LPA but not later than 60 days after the work is completed and reports have LPA and the STATE, a sum of money equal to the basic fee as determined in this the amounts of partial payments previously paid to the ENGINEER shall be due and payable to

- a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

- 1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
- That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this
 AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data
 prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE,
 without restriction or limitation as to their use.

- That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
- That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
- This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- Establishing a drug free awareness program to inform employees about: h.

(1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and

The penalties that may be imposed upon an employee for drug violations.

- Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

- 10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

	A	greement Summ	ary	
. Deima Ca	nsultant:	· · · · · · · · · · · · · · · · · · ·	TIN Number	Agreement Amount
nouvenot, Wade & Moerchen, Inc.	iisuitaiit.		37-1042595	\$53,951.58
ouvenot, wade & Moerchen, Inc.			1.01-10-12-000	1 400,001,00
Sub-Con	sultants:		TIN Number	Agreement Amount
CI Engineering, Inc.	ounanio.		43-1132569	\$5,945.15
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Exhibit A - Preliminary Engineering

Route: F/Local Agency:	St. Clair C	ounty Township/County)	· · · · · · · · · · · · · · · · · · ·			*Firm's approved rates Bureau of Accounting a		OT'S
Section: Project: Job No.:	19-00276-07					Overhead Rate (OH) Complexity Factor (R) Calendar Days 730	167.76	%
Method of Com Cost Plus Fixed Cost Plus Fixed Cost Plus Fixed Specific Rate Lump Sum	d Fee 1 d Fee 2	 14.5%[DL + R(DL) 14.5%[DL + R(DL) 14.5%[(2.3 + R)DL	+ 1.4(DL) + IHDC] + IHDC]					
			Cost Estimate	of Consultant	's Services in Dollars		•	

Payroll Services by Direct Payroll **Employee** Man-Profit Total Overhead* Element of Work Others Costs Costs (DL) Classification Hours Rate (IHDC) \$202.17 \$64.77 \$1,596.50 \$511.50 \$0.00 \$873.59 \$0.00 \$28.93 \$520.74 Surveyor 18.00 Phase I Engineering \$279.89 \$166.84 \$0.00 \$0.00 \$41.71 Prof. Land Surv. 4.00 \$0.00 \$0.00 \$2,174.97 \$17,056.69 \$9,323.86 126.00 \$44.11 \$5,557.86 Prof. Engineer \$0.00 \$1,410.89 \$129.55 \$11,141.18 \$0.00 \$27.53 \$3,633.96 \$6,096.33 132.00 Junior Engineer \$1,023.01 \$559.78 \$0.00 \$0.00 \$41.71 \$333.68 Prof. Land Surv. 8.00 Phase II Engineering \$0.00 \$1,250.18 \$9,163.47 67.00 \$44.11 \$2,955.37 \$4,957.92 \$0.00 Prof. Engineer \$77.07 \$ 608.62 \$333.03 \$0.00 \$0.00 \$49.63 \$198.52 Structural Engr. 4.00 \$0.00 \$0.00 \$1,646.04 \$12,850.61 \$7,020.01 152.00 \$27.53 \$4,184.56 Junior Engineer \$3,448.55 \$3,448.55 SCI, Inc. PESA \$2,496.60 \$2,496.60 Geotechnical SCI, Inc.

\$17,551,53

511,00

\$29,444.41

Page 6 of 8 Printed on 5/11/2020 5:56:34 PM

Totals

BLR 05610 (Rev. 05/31/19)

\$59,896,73

\$6,955,64

In-House

\$5,945,15

Exhibit B



Engineering Payment Report (Submit with Final Invoice)

rime Consultant	•	•	
lame			
ddress			
elephone			
IN Number			
			•
Project Information		•	
	•		
ocal Agency			•
Section Number		•	
Project Number			
lob Number			
This form is to verify to perjury or falsification	the amount paid to the Sub-consultant on t , the undersigned certifies that work was e	the above captioned contract. executed by the Sub-consultant	Under penalty of law for for the amount listed below
	Sub-Consultant Name	TIN Number	Actual Payment from Prime
<u> </u>			
			· · · · · · · · · · · · · · · · · · ·
		Sub-Consultant Total:	
		Prime Consultant Total:	
		Total for all Work	
		. Completed:	
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Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's <u>Identity Protection Policy</u>.

Page 7 of 8 Printed on 5/11/2020 5:56:34 PM

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Section Project Job Nun	Number <u>DQCT(671)</u> nber <u>P-98-002-20</u>
\$40,000 has a va	A must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement alue less than \$40,000.
	n Not Applicable (engineering services less than \$40,000)
	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? Yes No
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? Yes No If no, IDOT's approval date:
3.	Was the scope of services for this project clearly defined? Yes No
4.	Mos public notice given for this project? X Yes No Due date of submittal:
-"	Method(s) used for advertisement and dates of advertisement: Belleville News Democrat 10/18/2019 and 10/25/2019. St. Clair County website 10/18/2019 thru 11/12/2019
5.	Do the written QBS policies and procedures cover conflicts of interest?
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? X Yes No
7.	Do the written QBS policies and procedures discuss the method of evaluation? Criteria for this project
8.	Do the written QBS policies and procedures discuss the method of selection? Yes No Selection committee (titles) for this project: County Engineer, Engineer of Design, Engineer of Construction Top three consultants selected for this project in order: 1) Thouvenot, Wade & Moerchen 2) Oates Associates, Inc 3) Horner Shifrin If less than 3 responses were received, IDOT's approval date:
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? Yes No
10.	Were negotiations for this project performed in accordance with federal requirements? Yes No
11.	Were acceptable costs for this project verified?
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for relimbursement to IDOT for further review and approval?
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? Yes No

Estimate of Manhours

	CONSULTANT HOURS								TOTAL		
	PROJ	Proj ENG	JA ENG	SR CADD	CADD Design	PLS SURV	Crew Chief	Instr Tech	1-man 3Dacan	WP& ACCN	CONSULTANT HOURS
- Topo & Boundary Survey Convol							1	1			2
Boundary/ROW			 			<u> </u>	4	4			
Topo Data Reduction		-			4	4					
Sub-Total:	0	٥	0	•	4	4	9	9	. 0	0	• 26

PROJ MGR	Proj ENG	IR ENG	SR	CADD	PLS	Crew	Instr	1-man	WPA	CONSULTANT
MGR		ENG								
			CADD	Design	SURV	Chlef	Tech	3Decan	ACCN	HOURS
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Phase II Engineering	CONSULTANT HOURS										TOTAL
Lugat it Engitiments	PROJ.	Proj	JR	8R	CADD	PLS	Crew	Instr	1-man	WPA	CONSULTANT
Preliminary Submittal	MGR	ENG	ENG	CADD	Design	SURV	Chief	Tech	3Decan	ACCN	HOURS
Coordinate with Utilities			2								Ŷ
PolUties			2								2
ADA Final Ramp Design	 	2	4								8
Ren Shees:	1								L		0
Cover Sheet		1	1								2
- General Note Sheet		1	1								2
Summary of Quantities Sheets	1	——	1								1
- Typical Section Sheets	T	2	4								
- Schedule of Quantity Sheets			2					I			2
- Alignment Ties & Benchmark Sheet			2								£
PAPSheets (assume 2)		2	8								10
Stages of Construction	t	T	2								2
- Stages of Construction - Drainage P&P Sheets (assume 2)	1		4		1			l			4
- ADA Ramp Detail Sheets	1		4		1						4
Narracion Details	 	2	4								6
Trafic Signal Plane		16	16						F		32
MastArm Foundation Design	1 4	2			1	1					6
	1		2				_			\Box	2
Sriping and Signage Sheets (plan over plan) Brosion Control Sheets (plan over plan)	1		2								2
ROW Pate	1	4	8	-	-	8			1		20
Miscellaneous Data! Sheets as needed	 	 	8		 						
· Cross Sections Sheets (12 xsecs)	1		8	T		·		i			
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Quantity Calculations & Schedules	-	 ~	i a	-		 		†	\vdash		
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Address Plan comments	 	1	- <u> </u>	 	 	 -		1	1		3
Adjust Quantiles, Schedules & SOQ		 	1	-	1	 	 	1		1	2
Finalize Technical Special Provisions	 	 	 		 	-	1		1	1	2
Finalize Estimates of Time & Cost	╂	1-4	4	 	+	 	 	 	 	1-	- 8
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Sub-Total	ا ا	59	152	٥	٥	8	0	۰	٥	0	223

			CONSULTANTHOURS								TOTAL	
Assume 24 months Project Management and Coordination		PROJ	Proj ENG	JR ENG	SR CADD	CADD Design	PLS SURV	Crew	instr Tech	1-man 3Dsean	WP& ACCN	CONSULTANT HOURS
CoordinationAleatings with County & FVH			6									6
Projectadministration (contract billing, etc.)			2									2
	Sub-Total:	٥	.8		<u> </u>		0	-		ــــــــــــــــــــــــــــــــــــــ		

SCI ENGINEERING, INC.

EARTH . SCIENCE . SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

May 11, 2020

Mr. Joshua W, Stein, P.E. Thouvenot, Wade & Moerchen, Inc. 4940 Old Collinsville Road Swansea, Illinois 62226

RE:

Proposal for Consulting Services

Old Collinsville Road and Ashland Avenue

St. Clair County, Illinois SCI No. 2020-0164.10, .20

Dear Mr. Stein:

At your request, SCI Engineering, Inc. (SCI) is pleased to provide this proposal for a limited Geotechnical Report and a Preliminary Environmental Site Assessment (PESA) for the above-referenced project.

PROJECT DESCRIPTION

The project consists of roadway improvements at the intersection of Ashland Avenue and Old Collinsville Road in Fairview Heights, Illinois. The improvements include addition of a turn lane, sidewalk improvements, and signal relocation.

SCOPE OF SERVICES

Geotechnical

The purpose of our study is to explore the subsurface conditions and provide logs for your use in the design of the mast arm foundations.

We propose to explore the subsurface conditions by advancing two Piezocone Penetration Test (CPTu) soundings, one at or near each mast arm location. We recommend that you, as the surveyor, locate the soundings and provide the surface elevations prior to SCI testing the site. Each sounding will be advanced to a depth of 25 feet unless refusal terminates testing at a shallower depth. No rock coring is included in this proposal. The soundings will be backfilled according to the *IDOT Geotechnical Manual*. The CPTu tests are conducted in accordance with ASTM D5778, "Standard Test Method for Performing Electronic Friction Cone and Piezocone Penetration Testing of Soils."

The data is interpreted and presented on CPTu Logs, which graphically illustrate the relative strength of the soils encountered and provide an approximate soil stratigraphy. Stratification lines on the CPTu Log represent approximate boundaries between soil behavior types based on current accepted correlations between the tip, side, and porewater pressure measurements. The results of the field exploration and laboratory testing will be presented on CPTu sounding logs conducive to Mast Arm design per IDOT.

Mr. Joshua W. Stein, P.E.
Thouvenot, Wade & Moerchen, Inc.

Environmental

Preliminary Environmental Site Assessment (PESA)

Should a PESA be required, our consulting services will be to identify recognized environmental conditions using appropriate inquiry into the previous ownership and uses of the site consistent with good commercial or customary practice as defined in CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act; 1980, 42 USC 9601 (35) (B)).

The procedures outlined in the Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects and the Illinois Department of Transportation (IDOT) memorandum "Special Waste Procedures for Local Highway Improvements" will be used to conduct the proposed PESA. If activities outlined herein do not reflect your objectives, a modification of the proposed scope can be considered.

PESA activities will consist of reviewing readily available site history information and assessing the physical condition of the property at the time of the walkover survey for evidence of possible use, storage, spillage, or dumping of hazardous, toxic or petroleum substances or materials. These activities are intended to fulfill the requirements of ASTM 1527-13.

- Reconnaissance: A reconnaissance for physical evidence indicating possible use, storage, spillage, or dumping of hazardous, toxic, or petroleum substances on the site and, when possible, on contiguous sites. Stressed vegetation, suspect excavation, surface expressions of underground storage tanks (USTs) and transformers will be addressed.
- Historical Site Use: A review of one or more historical sources, as necessary, reviewed at various
 intervals for potential documentation of major developments or changes in the usage of the land
 since initial development or back to 1940, whichever is earlier.
- Earth Systems: A notation of the soil, watershed, topography, geology, and groundwater systems at the site, based on visual observation and literature review.
- Interviews: Interviews of on-site and neighboring residents/landowners/building occupants/report user (client) when possible for recollections of past ownership or activities suggesting the presence of hazardous, toxic, or petroleum substances. Interviews of local fire department officials and previous owner/occupants, when possible, will also be performed.
- Federal Records: Federal records review will include the National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act Notification system (RCRIS); and Emergency Response Notification System (ERNS), when available.
- State Tribal Records: A review of NPL/CERCLIS equivalent lists, Hazardous Waste Sites lists, Underground Storage Tanks Registration list, Leaking Underground Storage Tank list, Landfill and/or Solid Waste Facility (SWF) databases, Institutional/Engineering Control registries, Voluntary Cleanup sites and Brownfield sites.
- File Review: If the subject site or adjoining properties are identified within the environmental records sources, a regulatory file review may be recommended. If this review is recommended,

records such as those maintained by local, state, or federal authorities will be requested. If the materials are readily available (i.e. provided electronically or available for review at an agency or depository local to the SCI office) and provided in a timely manner, a review of the materials will be completed as part of the assessment. Additional fees may apply for review of voluminous prior reports or regulatory file documents and/or reviews which require travel to an area not local to the SCI office. Additionally, payment of fees in excess of \$25.00 charged by regulatory agencies for copying services or processing of request will be passed on to the client. If additional fees are necessary, SCI will contact you with an estimated fee for obtaining and reviewing regulatory files prior to incurring the additional costs.

- Vapor Encroachment Screen: An initial vapor encroachment screen will be performed to determine if a Vapor Encroachment Condition exists on the site. This determination will be based on the potential for vapors to occur in the subsurface within the boundaries of the site. The initial vapor encroachment screen will be performed in accordance with the Tier 1 "non-invasive" screening as outlined in ASTM E2600-15 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions.
- Report: A formal report will be prepared which will include a summary of activities completed in accordance with ASTM 1527-13. The report will also identify the environmental professional and the person who conducted the site reconnaissance and interviews. In addition, the report shall state whether the user reported to the environmental professional any information pursuant to the user's responsibilities. The findings, opinions, and conclusions in the report will be supported by documentation. The report will identify known or suspect recognized environmental conditions (RECs), controlled RECs, and historic RECs.

FEE AND SCHEDULE

We will provide the consulting services for the project as detailed in the attached BLR 05610 – Exhibit A. Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.

Conditions and Considerations

The above fees have assumed certain conditions. Adjustments to the scope of work may be needed if the conditions or assumptions change during the course of this agreement. No changes will be made without concurrence of the client.

- The geotechnical fee is based on a maximum of 50 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for \$25.00 per foot. Our fee includes field exploration, laboratory testing, engineering analysis, and report preparation. Our fees do not include the additional cost of union operators or laborers. Should they be required by the local jurisdiction, you will be immediately advised of any additional cost.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility

lines within the project area prior to mobilization of the drill rig. We routinely contact the Illinois JULIE system to have the locations of public utilities marked; however, we will be responsible only for those private utilities brought to our attention prior to drilling.

Additional services on our part should be anticipated following completion of the report(s). These services might involve more than one meeting to discuss the content and implications of the reports, additional engineering for design, review of project plans and specifications to assess the application of recommendations provided, and field services during construction. Our specific involvement in these phases of the project cannot be estimated at this time. Normally, our charges would be on an hourly basis for these services, but lump-sum costs could be provided if our involvement can be specifically defined. The enclosed *General Terms and Conditions* will also apply to additional services we provide for this project.

AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed Acceptance of Proposal for Professional Services sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form, and their lender (if applicable). Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. Our services may be authorized together or separately, depending on the timing of required information.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, or desire to modify the proposed scope, please do not hesitate to call.

Respectfully,

SCI ENGINEERING, INC.

Thomas J. Casey, P.E.

Chief Geotechnical Engineer

Edwin P. Grimmer, P.E.

· Vice President

TJC/EPG/If

Enclosures

Acceptance of Proposal for Professional Services sheet General Terms and Conditions sheet



SCI ENGINEERING, INC.

650 Pierce Boulevard O'Fallon, Illinois 62269 618-624-6969 www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name:	Old Collins	ville Road and A	Ashland Avenue – ES and GS C	Consulting Services
Project Number:	2020-0164.	10, .20 / EPG, T	JC	
Date:	May 11, 20	20		
Fee:	As detailed	in the attached l	BLR 05610 – Exhibit A	
Please provide formal and conditions will ap	l authorization to oply to the servic	proceed by cones outlined in the	npleting, signing, and returning e accompanying proposal.	this form. The attached terms
Accepted By:	•			
Name and Title: _		·	Address:	
Signature: _			City,State,Zip:	
Company Name: _			Telephone:	
Date:			Email:	
Party responsible fo				•
Name and Title:			Address:	
Signature:		·	City,State,Zip:	
Company Name: _		<u> </u>	Telephone:	
Date:			Email:	·
Report Distribution	(Note: Addition	nal printed repo	ort copies after final submitta	l will be billed at \$25.00 each)
Company and Contac		Address (Printe	No. Printed Reports	
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NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.

650 Plerce Boulevard O'Failon, Illinois 62269 618-624-6969 www.sciengineering.com

GENERAL TERMS AND CONDITIONS

- 1. ACCEPTANCE OF AGREEMENT The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.
- SITE ENTRY You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs
- SUBSURFACE STRUCTURES OR UTILITIES The Client will furnish to SGI information identifying the type and leasting of unitry three and other more objects beaenth the the surface: SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim damaging these man-made objects. The most note SCI harmiess from accounting the injury or lost allegedly arising from SCI damaging underground utilities or other man-made objects that were not palled to SCI intention, or which wait not properly located on plans furnished to SCI.
- SAMPLES Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented,

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time,

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

GENERAL LIABILITY AND LIMITATION SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, SCI will provide certificates evidencing such

coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

SHARED RISK ALLOCATION The Chent and SCI SHARED RISK ALLOCATION The Chent and SCI name to allocate certain of the risks so that, to the fullest extent perintited by law, SCI's total aggregate lighting to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, choicenses, or claim expenses the luding attorney's and expert witness fees) arising out of the AGREEMENT from any cause or enuses. Such causes include but are not limited to, SCI's negligence, error, omissions, safet liability, statutory liability, breach of contract; brother of warranty, negligent misrepresentation, or bitter outs giving rise to liability based upon contract, tort, or statute.

Limitations of Biblitiv waivers and indemnities in this

Limitations of highlity, waivers and indemnities in this Agreement are business undestandings between the parties and Agreement are business intelestandings between the parties and shall apply to nill legal theories of recovery, including breach of contract or warfanty, breach of indicting duty, tort (including negligence), africt or statutory liability, or any other cause of action. You agree that you will not seek danages in excess of the contractually agreed-upon limitation directly of indirectly through suits ordinate other parties who may join the Consultant as third-party defendent. None of the insurance or indiminity obligations upder this agreement shall be deemed to be in conflict with this Unitation of liability provision.

- INVOICES You will make all payments in accordance with SCI's involces, and payment is due upon receipt of invoice. A fee of IV percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.
- HAZARDOUS MATERIALS: NOTIFICATION OF AND DISCOVERY OF When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you share provided to BCI all available information about type and incation of known and suspected instantions materials on, while, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and sufety of SCI's personnel and of the public, and/or to preserve and protect the health and sufety of SCI's personnel and of the public, and/or to the provision of service for this project, you make to component SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold hamilted from any chain to fidulity for injury or loss arising from producting unanticipated hazardous materials.

9. CONTAMINATION OF AN AQUIFER Unavoidable contamination of soil or groundwater may occur during autistrated exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifor, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants.

Because automatical exploration of the services that SCI will provide on your behalf, you shall indemnify, defend, and took SCI intemplies from any claim or liability for injury or loss which may price us a result of contamination altegedly cancel by subsurface exploration.

- 10. SITE SAFETY With respect to project site safety. SCI shall be responsible solely for the on-site activities of its employees and subcontinetors, and this responsibility shall not be construed by any party to relieve you or the general continetor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractors methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.
- 11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.
- 12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or supported defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.
- 13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate controls may be terminated by alther party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.
- 14. ENVIRONMENTAL SITE ASSESSMENT An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present to fleint bears the risk that such contaminants may be present or may migrate to the site affect the study is complete. Likewise, the client agrees to hold SCI larmless from any obstate of liability for injury or loss arising from the maintisipated discovery of hosterdood materials or suspected lovarilous materials to the full-structure permitted by these

FAILURE TO FOLLOW RECOMMENDATIONS SCI discitains any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

16. ALTERATION OF INSTRUMENTS OF SERVICE Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any chromatanees be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against. SCI and shall, to the fullest extent permitted by taw, indepinity, defend, and find SCI hambess of any claim or liability for injury or loss attains from unnulhorized alteration of SCI's instruments of service.

17. MOLD DISCLAIMER The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation; and, as such, agires to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

18. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

n. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other

or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the pravailing purty shall be awarded its reasonable attorney's fees, expert winess fees, and other costs. THE PARTIES TO THIS CONTRACT HEREIBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and believe the termination of the borings of pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc, from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supercede more stringent requirements of local ordinances.

2/4/18

2/14/18

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. Avoid the problems that can stem from such assumptions by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you; you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that if could be a unitateral scope developed without direct client/engineer discussion; that authorizing a unitateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. Manage your risk. Get Involved.

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to anticipate the unexpected. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted
them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper
authorization, or failed to submit notice in a timely manner, or failed to
provide proper documentation. What are your preferences? Who is permitted to authorize additional geotechnical services on your project?
What type of documentation do you require? To whom should it be
sent? When? How? By addressing these and similar issues sooner
rather than later, you and your geotechnical engineer will be prepared for
the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are not final, because they are based on opinions that can be verified only during construction. For that reason, most geolechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. An offer to provide construction observation is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Calch-22" situation for themselves. The geolechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geolechnical Issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically importent unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geo-lechnical study. Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

Obtain Professional Assistance To Deal With Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterprealion of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. Also retain your peptechnical engineer to review pertinent elements of the design learn members' plans and specifications.

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. Read this proposal's provisions closely. Ask questions. Your geotechnical engineer should respond fully and trankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910 Telephöne: 901/565-2733 Facsimile; 301/589-2017 e-malk info@asfe.org www.asfe.org

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Exhibit A - Preliminary Engineering

• -	County /Township/County)	·	*Firm's approved rates on file with IDOT Bureau of Accounting and Auditing:	r's ·
Section: Project: Job No.:			Overhead Rate (OH) 163.18 % Complexity Factor (R) 0.00 Calendar Days 180	1
Method of Compensation: Cost Plus Fixed Fee 1 Cost Plus Fixed Fee 2 Cost Plus Fixed Fee 3 Specific Rate Lump Sum	 ✓ 14.5%[DL + R(DL) + OH(DL) + IHDC] ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC] ☐ 14.5%[(2.3 + R)DL + IHDC] ☐ 	of Concultantic Services in Dollars		

Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	. Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
On the charlest Event	Senior Engr. II	2.00	\$58.42	\$116.84	\$190.65	\$0.00	\$0.00	\$44.58	\$ 352.07
Geotechnical Expl.	Staff Engineer	7.00	\$25.24	\$176.68	\$288.30	\$0.00	\$1,141.40	\$232.92	\$1,839.30
Geotechnical Expl.	Sr. Admin Assist	2.00	\$24.46	\$48.92	\$79.82	\$0.00	\$0.00	\$18.66	\$ 147.40
Geotechnical Expl.	GIS/CADD	2.00	\$26.19	\$52.38	\$85.47	\$0.00	\$0.00	\$19.98	\$ 157.83
Geotechnical Expl.	Vice President	2.00	\$53.45	\$106.90	\$174.43	\$0.00	\$0.00	\$40.79	\$ 322.12
PESA	Proj. Scientist II	6.00	\$34.19	\$205.14	\$334.74	\$0.00	\$0.00	\$78.28	\$ 618.16
PESA	Staff Scientist	23.00	\$21.37	\$491.51	\$802.04	\$0.00	\$373.00	\$241.65	\$1,908.20
PESA		6.00	\$24.46	\$146.76	\$239.48	\$0.00	\$0.00	\$56.00	\$ 442.24
PESA	Sr. Admin Assist	2.00	\$26.19	\$52.38	\$85.47	\$0.00	\$0.00	\$19.98	\$ 157.83
PESA	GIS/CADD	2.00	Ψ20.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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							04.544.40	C 750 04	CE 0/E 1E
Totals		52.00	J	\$1,397,51	\$2,280.40		<u> \$1,514.40 </u>	\$ 752.84	\$5,945.15

Page 6 of 8 Printed on 5/11/2020 11:53:52 AM

BLR 05610 (Rev. 05/31/19)

Old Collinsville Road at Ashland

Project Name SCI Project Number Location

2020-0164.10 St. Clair County, IL

· SCI Direct Costs

of Units Rate Totals

G1 - Field Exploration - Outside Direct Costs

G1 - Freid Exploration Odes.	Soil Test Borings with SPTs (with 40 feet of rock coring)	50	\$20.60	\$		1,030.00
•	Soil Test Borings with 3FTs (with 40 leaf of 1984 Co.m.g)			Subtotal		\$1,030.00
G2 - Foundation Investigation	Report - Laboratory Testing (In-House Direct Costs)	4.4	. 40.00	¢		140,00
	Moistures	14 14	\$ 10.00 \$ 7.00	Ф \$		98.00
	Rimacs on Lab Samples	72	\$0.575	\$41,40 \$	•	41.40
	Mileage		1	Subtotal		\$279.40
E1 - Environmental (In-House	Direct Costs)	1	\$ 350.00	\$	•	350.00
	EDR Report Mileage (Spoecial Waste)	40	\$0.575	\$23.00		\$23.00
	Willeage (opoedial Waste)			Subtotal		\$373.00

Subtotal Direct Costs

\$1,682.40



February 11, 2020

SCI Engineering ATTN: Lora Fitzgerald 130 Point West Blvd St. Charles, MO

Dear Lora,

EDR is pleased to offer the following proposal to perform searches of our government environmental records and Historical data.

SCOPE OF SERVICES: Radius Report Historical Aerials Historical Topos Historical Sanborns Historical City Directory

Project Info

Fairview Heights, Illinois 62208 Intersection of Old Collinsville Road and Ashland

EDR Standard Package \$350

We at EDR appreciate the opportunity to serve your environmental information needs. Please do not hesitate to contact me at (800) 238-1848 with any questions or comments.

Sincerely,

Justin Pirrello

EDR Client Services - Account Manager

EDR 800-241-6447 | jpirrello@edrnet.com edrnet.com

INFORM I CONNECT I ELEVATE

RESOLUTION #2545-20-RT

IMPROVEMENT ALONG SCOTT-TROY ROAD (CH 61) WITH CITY OF O'FALLON, ILLINOIS AND ABERDEEN VILLAGE, LLC

WHEREAS, the County of St. Clair, City of O'Fallon Illinois and Aberdeen Village, LLC., have mutually determined that in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of providing two entrances to the proposed development off of Scott-Troy Road, County Highway 61, as shown on the construction plans approved by the St. Clair County Dept. of Roads & Bridges. This work to be identified as Section 18-00253-16-PW; and

WHEREAS, an Agreement has been prepared, between the County of St. Clair, City of O'Fallon Illinois and Aberdeen Village, LLC., which provides for responsibilities of costs, maintenance, and other conditions, a copy of the unexecuted agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the said Agreement are satisfactory and meet with the approval of the County Board; and

BE IT ALSO RESOLVED, that the Chairman of this County Board be, and he is, hereby authorized and directed to execute the said Agreement on behalf of the County.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, the 26th day of May, 2020.

Attest

County Board Chairman

County Clerk

ì	Resolution No.
State's Attorney's Office State Muse	— Director of Administration
Puhambern	Director of Administration
Authorities and all all all all all all all all all al	
TRANSPORTATION COMMITTEE	
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James -	
JUDICIARY COMMITTEE	

way which will be the maintenance responsibility of the County when completed. The inspections must be in accordance with IDOT's "Criteria for Outsource Inspector". Developer must provide the name of the individual or firm performing the work, along with documentation of his/her/their past experience, for County approval.

3. Maintenance of the Project.

- 3.01. <u>County's Maintenance</u>. The County shall maintain all roadway appurtenances that fall within the right-of-way of Scott-Troy Road, County Highway 61, with the exception of Coral Sea Way and Allied Way. The degree of maintenance required will be at the sole direction of the County Engineer.
- 3.02. <u>Developer Maintenance.</u> The Developer agrees to maintain, or cause to be maintained, all proposed or future sidewalks that are located on the Property, in addition to Coral Sea Way and Allied Way pavement. This maintenance shall include, but not be limited to: (i) ensuring that any sidewalk constructed on the Property that are contiguous to, or will be contiguous with, sidewalks on St. Clair County right-of-way are ADA compliant; ii) maintaining the surface of the sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or of similar quality, use and durability; (ii) removing all debris, snow, ice, filth and refuse and thoroughly sweeping the sidewalks to the extent reasonably necessary to keep the same clear and accessible; and (iii) otherwise keeping the sidewalks in a good, safe and clean condition that permits pedestrian traffic

3.03. <u>City Maintenance.</u> The City agrees to the following:

- i) Own and maintain, or cause to be maintained, all sidewalks that are located within St. Clair County right-of-way. This maintenance shall include, but not be limited to: (a) ensuring that any sidewalk constructed on the Property that are contiguous to, or will be contiguous with, sidewalks on St. Clair County right-of-way are ADA compliant; (b) maintaining the surface of the sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or of similar quality, use and durability; (c) removing all debris, snow, ice, filth and refuse and thoroughly sweeping the sidewalks to the extent reasonably necessary to keep the same clear and accessible; and (d) otherwise keeping the sidewalks in a good, safe and clean condition that permits pedestrian traffic. The City agrees to maintain insurance on the sidewalks at all times and furnish the County with a copy of said insurance in accordance with the St. Clair County Standard Insurance Certificate Requirements as described on Exhibit "D", attached hereto and incorporated herein by reference. (the "Insurance Requirements"). The cost for said insurance to be paid by the City.
- ii) Maintain the traffic signals and traffic signal components and pay all utility charges, at the intersection of Scott-Troy Road/Recplex Drive/Allied Way intersection.
- iii) Maintain all pavement striping, other than the 4 inch lines, along Scott-Troy Road from Str. 082-3007 southerly to Route 50.

- iv) Remove snow from all pavement constructed as part of this improvement in accordance with the City of O'Fallon Snow Removal Policies. Such pavement includes the northbound right turn lanes on to Coral Sea Way and Allied Way. The City agrees to provide both property damage and liability insurance when maintaining these in accordance with the St. Clair County Standard Insurance Certificate Requirements as described on Exhibit "D", attached hereto and incorporated herein by reference. (the "Insurance Requirements"). The cost for said insurance to be paid by the City.
- v) Sweep the curb and gutter section of Scott-Troy Road as part of their scheduled sweeping plan or when directed by the County Engineer.
- 4. <u>Dedication: No Obligation of Developer.</u> Notwithstanding anything in this Agreement to the contrary, maintenance, repair, and replacement of any and all improvements constructed or installed as part of the Improvements which are not located on the Property shall be the obligation of (a) the Party owning the property on which such improvements are located, or (b) the County or City, as applicable, as part of the public roadway system.
- 5. <u>Insurance.</u> The Developer agrees to cause its contractor to provide both property damage and liability insurance for the project. In order to protect the interest of St. Clair County, the Public Building Commission of St. Clair County, and the City the Developer agrees that such policies of insurance shall name each of St. Clair County, the Public Building Commission of St. Clair County, IL, and the City as additional insured with all costs to be paid by the Developer. The Developer agrees to indemnify, and hold harmless the County for any acts or omissions made by their officers, agents, and/or employees in the construction of the project. The Developer shall cause its contractor to comply with the St. Clair County Standard Insurance Certificate Requirements as described on Exhibit "D", attached hereto and incorporated herein by reference. (the "Insurance Requirements")
- 6. <u>Irrevocable Letter of Credit.</u> The Developer must provide a surety, in the form of an irrevocable line of credit payable to St. Clair County, equal to 115% of the value of the proposed work that is to be done on St. Clair County right-of-way which will become the maintenance responsibility of St. Clair County upon completion and approval of the project. The amount shall be based on the Estimate of Cost as shown on Exhibit "E" (the "Cost Estimate"). <u>This surety is a prerequisite to receiving a Notice to Proceed Authorization from St. Clair County.</u>

7. <u>Notices.</u> All notices, demands or communications required to be given under this Agreement shall be in writing to a Party at its address listed below:

If to County:

St. Clair County Highway Department

Attention: Mr. Norman Etling, PE

County Engineer 1415 North Belt West Belleville, Illinois 62226 Tel.: (618) 233-1392

Facsimile: (618) 233-0996

If to Municipality:

City of O'Fallon Illinois Attention: City Clerk Address: 255 S. Lincoln

O'Fallon, IL 62269

Tel.: (618) 624-4500

Facsimile: (618) 624-4508

If to Developer:

Aberdeen Village, LLC Attention: Mr. Tim Kappert

Title: Manager

Address: 10033 Feusser Road

Mascoutah, IL 62258

Tel.: (618) 589-3350 Facsimile: (618) 566-2842

- 8. <u>Default and Remedies.</u> Except as otherwise provided in this Agreement, if a Party breaches any provision of this Agreement and fails to remedy such breach within twenty (20) days of notice thereof (unless such cure is not reasonably possible within such 20-day period and the breaching Party has commenced and is pursuing with reasonable diligence such cure), a non-breaching Party may institute legal action against the defaulting Party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive.
- 9. <u>Assignment.</u> No Party may assign this Agreement without obtaining express, written consent from the other Parties prior to assignment; provided, however that Developer may assign this Agreement without the consent of any other Party in connection with the sale of all or a portion of the Property to a successor developer. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and shall be binding upon and inure to the Parties, their respective successors and assigns.

- 10. <u>Governing Law/Venue</u>. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement whether between Parties, or any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in St. Clair County, IL.
- 11. <u>Interpretation of Agreement</u>. The terms hereof shall not be construed in favor of or against any Party, but shall be construed as if jointly prepared by the Parties, it being understood and agreed that each Party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto.
- 12. <u>Complete Agreement</u>. This writing constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations, and negotiations.
- 13. Non-Waiver. No waiver by either Party of any default in performance on the part of the other Party, or of any breach or series of breaches, or any of any term, covenant, or condition of this Agreement will constitute a waiver of any subsequent breach or waiver of any term, covenant or condition of this Agreement.
- 14. <u>Severability</u>. If any provision of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby.
- 15. <u>Modification of Agreement</u>. No modification of this Agreement shall be effective unless in writing and signed by the Parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the Parties or their respective successors and assigns.
- 16. Execution. This Agreement may be executed by facsimile, electronic or original signature of the Parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.
- 17. <u>Survivability.</u> The terms and provisions of Sections 9-15 shall survive the expiration, termination or completion of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date:	City of O'Fallon Illinois
	Ву:
	Name:
	· Title:

year first above written.	
Date:	Aberdeen Village, LLC An Illinois limited liability company
	By: South View Apartments, LLC, Member of Aberdeen Village, LLC
	By: Timothy O. Kapperty Sole Member
	By: ASMN, LLC, Member of Aberdee Village, LLC
	Steven D. Sennett, Sole Member
	By: Power House Properties, LLC, Member of Aberdeen Village, LLC
	By: Gregory A. Powers, Sole Member

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and

EXHIBIT "A"

RECORDED DEED ON PROPERTY TO VERIFY PROOF OF OWNERSHIP

EXHIBIT A PROPERTY LEGAL DESCRIPTION ABERDEEN PROPERTY DESCRIPTION 21,20 ACRES, MORE OR LESS

PART OF LOT 10 OF THE SOUTHWEST QUARTER OF SECTION 27 AND PART OF LOT 3 OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 7 WEST, OF THE 3RD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "A" ON PAGE 263, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS TABLET MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 10;

THENCE SOUTH 00 DEGREES 36 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 129.74 FEET;

THENCE NORTH 57 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 46.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCOTT-TROY ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE CONTINUING NORTH 57 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 603.65 FEET TO THE WESTERLY BOUNDARY LINE OF A TRACT OF LAND CONVEYED TO LARRY R. AND BETTY JO GRIMES, AS RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK 2346, PAGE 461;

THENCE NORTH 00 DEGREES 43 MINUTES 14 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 190.64 FEET;

THENCE NORTH 83 DEGREES 26 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 230.00 FEET;

THENCE NORTH 03 DEGREES 36 MINUTES 05 SECONDS WEST, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 322.00 FEET;

THENCE NORTH 83 DEGREES 26 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 318.83 FEET;

THENCE NORTH 02 DEGREES 01 MINUTES 48 SECONDS WEST, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 435.71 FEET TO AN IRON PIN ON THE NORTHWEST CORNER OF SAID GRIMES TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 28 OF FIRST ADDITION TO WOODSTREAM SUBDIVISION, A SUBDIVISION RECORDED IN PLATBOOK 96, PAGE 26 FOR THE ST. CLAIR COUNTY RECORDER'S OFFICE;

THENCE ALONG THE SOUTH LINE OF SAID FIRST ADDITION TO WOODSTREAM SUBDIVISION THE FOLLOWING COURSES:

SOUTH 63 DEGREES 00 MINUTES 20 SECONDS WEST A DISTANCE OF 199.98 FEET; THENCE NORTH 56 DEGREES 34 MINUTES 26 SECONDS WEST A DISTANCE OF 241.91 FEET; THENCE NORTH 77 DEGREES 33 MINUTES 29 SECONDS WEST A DISTANCE OF 229.63 FEET TO THE SOUTHEAST CORNER OF LOT 45 OF WEEDSTREAM SUBDIVISION AS RECORDED IN PLATBOOK 93, PAGE 75 OF THE ST. CLAIR RECORDER'S OFFICE;

THENCE NORTH 89 DEGREES 06 MINUTES 49 SECONDS WEST A DISTANCE OF 336.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY NO. 61 (A/K/A SCOTT-

TROY ROAD); THENCE SOUTH 00 DEGREES 03 MINUTES 49 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 106.66 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY LINE, AND ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 5624.83 FEET FOR AN ARC LENGTH OF 802.03 FEET, ALSO HAVING A CHORD BEARING SOUTH 04 DEGREES 00 MINUTES 34 SECONDS WEST FOR A CHORD DISTANCE OF 801.35 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE, SOUTH 00 DEGREES 35 MINUTES 22 SECONDS WEST A DISTANCE OF 75.39 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 04 SECONDS WEST A DISTANCE OF 194.70 FEET; THENCE SOUTH 05 DEGREES 17 MINUTES 22 SECONDS EAST A DISTANCE OF 124.96 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 41 SECONDS EAST A DISTANCE OF 119.06 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 35 SECONDS EAST A DISTANCE OF 16.19 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. SAID TRACT CONTAINS 21.20 ACRES, MORE OR LESS.

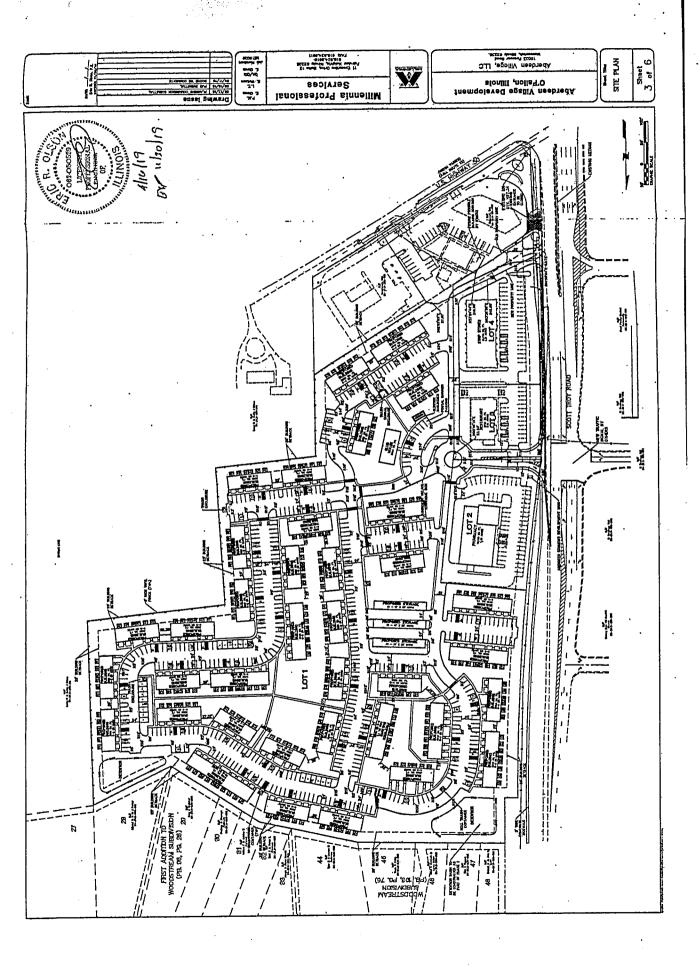


Exhibit "C" CONSTRUCTION PLANS (consisting of sheets follow this page)

Exhibit "D" ST. CLAIR COUNTY STANDARD INSURANCE CERTIFICATE REQUIREMENTS

St. Clair County

Standard Insurance Certificate Requirements

The attached information contains the most up-to-date requirements for submission of insurance coverage to St. Clair County. In addition, an example Certificate of Liability Insurance Form has been included to indicate the preferred method of completion of the form. Please note that the form will only be accepted if the *ADDL INSD* and *SUBR WVD* columns are marked with a "Y". Marking with an "X" is unacceptable and will result in the return of the form.

If you have any questions while completing the form please contact Mr. Frank Bergman, St. Clair County Human Resource Director at (618) 277-6600 ext 2259.

St. Clair County Standard Insurance Certificate Requirements Revised 01/2019

Contractor agrees:

1. To procure and maintain for the life of their agreement, insurance coverage conforming to the minimum requirements stated below, and naming St. Clair County, IL and The Public Bullding Commission of St. Clair County, IL as "Additional Insured" on a primary / noncontributory basis on the Commercial General Liability and Automobile Liability policies. These policies as well as the workers compensation policies are to be endorsed with a waiver of subrogation in favor of same.

All policies of insurance shall provide St. Clair County no less than 30 days advance written notice of any material change, cancellation or non-renewal.

All coverages shall be provided by insurance companies authorized to transact business under the law of the State of Illinois, and acceptable to St. Clair County. The insurance companies providing coverage shall have a Best's Policyholder's Rating of "A" or better, and a Financial Rating of not less than "VII."

Contractor shall provide a standard Acord Certificate(s) of Insurance as proof of Insurance, and required "Additional Insured" clauses, prior to the commencement any agreement. Such certificate(s) shall be sent to St. Clair County of IL, and Public Building Commission of St. Clair Co of IL, Attn: Frank Bergman, Human Resource Director, 10 Public Square, Belleville, IL 62220.

A. Commercial General Liability

Coverage shall be on an occurrence form providing the following coverages:

Premises/Operations
Products/Completed Operations
Contractual Liability
Independent Contractors
Broad Form Property Damage
Fire Legal Liability
Personal Injury
Medical Expense

Limits for Commercial General Liability, including personal Injury, shall be no less than \$1,000,000 combined single limit per occurrence and in the aggregate.

B. Automobile Liability

Coverage shall be afforded on all owned, non-owned and hired vehicles whether private passenger or other than private passenger, and shall included Uninsured

and Underinsured Motorists. Limits for the Automobile Liability, Uninsured and Underinsured Motorists coverages, shall be no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.

St. Clair County

Standard Insurance Certificate Requirements

C. Workers Compensation/Employer's Liability

Workers Compensation coverage shall be afforded for all operations conducted under this Agreement as required by the State of Illinois statute. Coverage for Employer's Liability shall be no less than \$500,000 for each accident, \$500,000 disease each employee, and \$500,000 disease each policy limit.

2. These insurance requirements shall be subject to annual review, and may be modified due to changes in Contractor's operations or exposures, or necessitated by changes in legal requirements or insurance industry standard coverages.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION UNLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
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	ST. CLAIR COUNTY, IL AND THE								
	PRIMARY & NON-CONTRIBUTOR	Y PA	31 5 I	INDER GENERAL LIARI	CITY. AI	NE ALITOM		TE ADDITIONAL INSUREDS OF	VA.
	CONTRACT. WAIVER OF SUBRO	GAT	ION	APPLIES UNDER GENER	2AL 17	ABILITY AL	TOMORILE	LIVE IN LACTOR OF MAIL	i EW
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ER1	IFICATE HOLDER			(CANCE	LLATION			<u>-</u>
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				ĺ	SHOUL	D ANY OF THE	E ABOVE DESC	RIBED POLICIES BE CANCELLED BEF	ORE
	ST. CLAIR COUNTY OF IL					RDANCE WITH	THE POLICY P	NOTICE WILL BE DELIVERED IN	j
	AND PUBLIC BUILDING COMMISSION							e i e secon	l
	DF:ST. CLAIR CO OF IL,	-			UTHOR	ZED REPRESE	NTATIVE		
	ATTN: FRANK BERGMAN - HUMAK	I RES	BOU	RCE DIRECTOR			•		
	id Public Souare								1
	BELLEVILLE, IL 62220	•							1
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Exhibit "E"

COST ESTIMATE OF WORK CONSTRUCTED ON ST. CLAIR COUNTY RIGHT-OF-WAY THAT WILL BE THE MAINTENENACE RESPONSIBILITY OF ST. CLAIR COUNTY WHEN COMPLETED.

MOTOMART

November 6, 2019

Mr. Norman Etling, PE County Engineer St. Clair Co. Dept. of Roads & Bridges 1415 North Belt West Belleville, IL 62226



Sent Via Electronic Mail to netling@stclaircohwy.com

Re: Letter of Concurrence - Removal of existing entrance on Scott-Troy Road

Dear Mr. Etling,

Moto, Inc. is the owner of that real property on which a MotoMart Convenience Store is located at the intersection of Highway 50 and Scott-Troy Road, also known as County Highway 61 in O'Fallon, Illinois, identified as Parcel No. 04-34.0-101-001. The purpose of this letter is to acknowledge our consent to the removal of the existing entrance off of Scott-Troy Road, which is conditioned upon and subject to the execution and delivery of a valid and binding agreement between Moto, Inc. and Aberdeen Village, LLC for the construction of a second entrance on Scott-Troy Road at the location generally as shown on the attached Exhibit, and upon St. Clair County approval of the construction plans for that proposed second entrance.

MOTO, INC

Brian D. Pendleton Director of Real Estate

Cc: City of O'Fallon



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

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District 26 SCOTT TIEMAN

District 27 KENNETH G. SHARKEY

District 28 SCOTT GREENWALD

District 29 JOHN WALDRON May 13, 2020

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 April, 2020.

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,

/s/ Stephen Reeb

Stephen Reeb, Chairman St. Clair County Board Grants Committee





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MAR

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58

336

146

APR

YTD 20 YTD 19



John West, M.A. Presideni

Barbara A. Hohlt, B.S., L.E.H.P. Executive Director

Administrative/Fiscal 618.233.7703 618.222.1630 fax

Infectious Disease Prevention

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MONTHLY ACTIVITY REPORT April 2020

ENVIRONMENTAL PROGRAMS				
ENVIRONMENTAL HEALTH FOOD SERVICE PROGRAM				
Routine Inspection	105	O	471	830
Reinspection	4	0	34	121
Opening Inspections	2	1	13	12
Food Recall Notifications	6	4	20	51
Foodborne Illness Investigations	0	0	0	8
Complaint Investigations	6	12	45	59
In-services	0	0	1	2
# of Participants	0	0	75	101
Consultations/Plan Reviews/Fires/Disasters	261	136	751	1,954
NUISANCE/VECTOR/TANNING				
Complaint Investigations & Rechecks	0	3	4	1
Smoke Free IL Complaints	0	0	1	4
Smoke Free IL Citations	0	0	0	C
Consultations (Smoking, Tanning, Vector)	105	1	504	665
Tanning Inspections & Rechecks	0	0	1	0
Vector Surveillance (May - October)	0	0	0	0
POTABLE WATER PROGRAM				
Well Permits Issued	1	1	3	10
Well Inspections	1	2	4	7
Analysis Reviewed	11	2	26	28
Consultations	15	18	107	121
PRIVATE SEWAGE PROGRAM				
Permits Issued	8	15	29	26
Sewage Consultations	40	35	175	615
Systems Inspected	9	8	22	20
Complaints, Investigations & Rechecks	0	21	38	53
Home Loan Inspections	0	0	0	1
ENVIRONMENTAL PROTECTION and POLLUTION PREVENTION LANDFILL PROGRAM				
Landfill, Compost, Open Dump Inspections, FUIs	6	7	30	41
New Open Dump Sites Closed	0	o	0	8
Complaint Investigations, Rechecks	12	14	56	60
Consultations	28	19	124	117



POLLUTION PREVENTION PROGRAM

Consultations/Presentations

Materials Distributed



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INFECTIOUS DISEASE PREVENTION



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Group A Streptococcal (Invasive) Hepatitis A Hepatitis B Hepatitis C HIV+ Influenza Covid19 Flu-like Symptoms (Specific) Meningitis (Bacterial) MRSA Pertussis (Whooping Cough) Salmonella Syphilis TB CONTROL/TESTING Field Visits (Directly Observed Therapy) Client Contacts (Directly Observed Therapy) Video Observed Therapy Client Served under Video Observed Therapy Clients Served (by Physician) Client Contacts (Clinic) Chest X-Ray Skin Tests Positive Skin Tests MTB Cases Suspects ILLNESS INVESTIGATIONS-CONSULTATIONS Off-site Office Phone

OOJ - Out of Jurisdiction

Documentation Sent - Physicians/

Medical Service Providers

MONTHLY ACTIVITY REPORT

COMMUNICABLE DISEASE CASES

April 2020

Chlamydia E-Coli Gonorrhea

61 0 36 1	349 0 132	330
0 36 1	0	
36 1		- 1
1	132	
1		123
	4	3
0	1	0
2	5	2
2	26	56
2	9	2
0	12	14
342	385	0
0	12	14
0	0	0
0	0	0
0	0	1
0	4	4
5	17	11
01	471	57
		57
		125
	1	2
	3	7
- 1		490
1		14
8		215
1		31
0	0	3
0	0	2
0	0	0
		70
		2,659
65	163	73
	0 342 0 0 0 0 0 0 5 0 0 28 0 0 20 1 8 1 0	0 12 342 385 0 12 0 0 0 0 0 0 0 0 0 47 0 47 0 47 28 118 0 1 0 3 20 276 1 12 8 102 1 21 0 0 0 0 0 0 0 0 0 0 0 0

433



St. Clair County Health Department together for your health





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St. Clair County
Health Department
together for your health

Public Health

MONTHLY ACTIVITY REPORT April 2020

	MAR	APR	YTD 20	YTD 19
INFECTIOUS DISEASE PREVENTION (cont.)				
HIV/AIDS CARE REGION				
Starting Caseload	591	587	588	n/a
New to Medical Case Management Clients	16	14	41	15
Discharges	20	11	39	n/a
Remaining Caseload	587	590	590	595
HIV PREVENTION - REGION				
HIV Tests Completed Total	3	0	17	24
HIV Tests Completed at SCCHD	3	0	11	24
New Positive Cases Identified	1	0	1	1
# Cases Linked to HIV Medical Care	1	NA	1	1
HIV Disease Interv. Serv REGION				
New Cases Opened	0	33	58	8
Individuals Notified	0	4	8	15
Linked to Medical Care	0	2	6	1
Already in care (May reflects to-date number)	0	15	26	0
EMERGENCY PREPAREDNESS				
Public Outreach/Presentations	0	0	0	7
External Conferences/Workshops	0	0	1	
Partnership Meetings	3	4	16	18
Materials Distributed	150	0	250	470
Project Activities	0	2	5	0
St. Clair County Personnel Trained	0	0	0	0
Health Department Personnel Trained*	0	12	12	1
ncident/Assistance	1	1	4	0
MRC (MEDICAL RESERVE CORPS)		• 1	.,	-
Public Outreach/Presentations	2	0	4	3
External Meetings/Workshops	4	3	9	
Materials Distributed	20	77	101	90
Project Activities Number of Personnel Trained	5	2	10	0
ncident/Assistance	3	2	6	0
noident/Assistance	U	2	2	U





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MONTHLY ACTIVITY REPORT April 2020

	MAR	APR	YTD 20	YTD 19
PERSONAL HEALTH				
HEALTHY KIDS SERVICES	1			
Immunizations	114	48	381	653
Developmental Screenings	89	13	408	797
Perinatal Depression Screenings	73	75	343	475
Lead Testing-Children	25	2	139	197
Lead Testing-Prenatal	16	0	84	118
Well Child Screening	6	0	25	94
HEALTHY HOMES LEAD FOLLOW-UP PROG				
Home Visits	1	0	1	9
New Enrollments	0	2	2	38
Prevention Education	22	5	29	37
GENETICS PROGRAM				
Screenings	50	43	192	162
CASE MANAGEMENT SERVICES				
Total Caseload	423	444	n/a	n/a
New Enrollments	58	71	241	538
Intensive Prenatal Caseload	64	64	n/a	n/a
New Enrollments	12	13	53	57
Services Provided	272	161	1,163	5,136
HEALTH INSURANCE APPLICATIONS				
Healthy Start (MPE) Prenatal	1	0	3	5
Add a Baby	5	5	26	34
All Kids	1	0	6	11
Add a Family Member	0	0	0	4
SNAP (Food Assistance)	1	0	4	10
TANF (Cash Assistance)	1	0	1	4
Technical Assistance	1	0	2	2
WOMEN, INFANTS & CHILDREN (WIC)				
Assigned Caseload	1,754	1,754	n/a	n/a
Clients Picking Up Food Instruments	1,425	1,375	5,677	6,014
Achievement Percentage	81%	78%	n/a	n/a
Clients Certified	183	197	796	747
Nutrition Education Attendance	207	282	927	906
BREASTFEEDING PEER COUNSELOR PRGM		, ,=1		
Caseload	132	147	n/a	n/a
Client Contacts	123	92	490	679
New Enrollments	18	12	69	64



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MONTHLY ACTIVITY REPORT April 2020

	MAR	APR	YTD 20	YTD 19
PERSONAL HEALTH (cont.)				
VACCINE FOR CHILDREN (COMPLIANCE)				
Provider Phone Contacts	0	0	0	12
Meetings Attended	1	0	1	0
Educational Provider Visits	0	0	0	0
Storage/Handling/Compliance Provider Visits	0	0	0	15
New Enrollment Provider Visits	0	0	0	0
PHS COMMUNITY OUTREACH				
Health Fairs	0	0	2	10
Total Attendance	0	0	75	337
Presentations	1	0	15	27
Total Attendance	10	0	345	1,010
Meetings/Conferences/Workshop Contacts	4	0	15	29
Face to Face Contacts	10	0	380	940
BREAST & CERVICAL CANCER PROGRAM				
Enrollments	39	13	138	180
Clinically Navigated Insured	2	2	8	8
Clients with High Deductible	1	1	3	7
Younger Symptomatic Referrals	4	4	14	5
Referrals/Treatment Act	0	3	5	5
Cancer within BCCP	0	1	3	3
Cancer outside BCCP	0	2	2	4





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MONTHLY ACTIVITY REPORT April 2020

	MAR	APR	YTD 20	YTD 19
ADMINISTRATION				
COMMUNITY HEALTH EDUCATION & PROMOTION				
Coalition/Advisory Meetings	1	0	6	23
Healthier Together mtgs/activities	0	0	0	n/a
Community Organizations/Agencies	0	0	4	4
Total Attendance	23	0	33	286
Total Presentations	0	0	0	2
Press releases	0	40	40	5
Displays prepared	1	1	4	0
Electronic displays	1	0	3	1
Client Surveys Received	28	1	217	n/a

SOCIAL MEDIA

Website Hits Twitter Followers Twitter Reach Hits Facebook Followers Facebook Likes Facebook Views (Reach)

5,840	87,846	29,626	36,400
n/a	3,747	987	968
8,439	58,468	23,800	25,700
n/a	9,285	4313	3012
n/a	6,218	2392	1883
8,925	215,681	98363	101,192

VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

RETURN HOME VENDOR SUMMARY CONTRACT SEARCH PAYMENTS SEARCH PAYMENTS ISSUED PENDING PAYMENTS

PAYMENTS NOTIFICATIONS

Return Back

nrrant/EFT#: EF 0014484	.			
Fiscal Year	2020	Issue Date	05/07/20	
Warrant Total	\$513,235.57	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE	en e	A1669267	0A1669267	\$513,235.57

IOC Accounting Line Details					
Fund Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188 492	27	44910055	4491	\$513,235.57	

1	Payment Voucher Description								
	Line	Text							
	1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/06/2020							
	2	COUNTY .25 % SHARE OF SALES TAX							
		The state of the s							

Payment Voucher Description

- LIAB MO: FEB. 2020 COLL MO: MAR. 2020 VCHR MO: MAY. 2020 3
- ?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
- COUNTY .25 % SHARE OF SALES TAX 61

Click here for assistance with this screen.

INTERNSHIPS

EMPLOYMENT PRIVACY POLICY

IDENTITY PROTECTION POLICY

COMPTROLLER PPB

INSPECTOR GENERAL

CONTACT US

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UPDATED 5/13/20 AT 10:12 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 0014483					
	Fiscal Year	2020	Issue Date	05/07/20	
	Warrant Total	\$85,250.04	Warrant Status		
	Agenay	Contract	Invoice	Voucher	Agency Amount

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1669266	0A1669266	\$85,250.04

IOC Accounting Line Details

		_	Appropriation	 Amount	Appropriation Name
0189	492	27	44910055		DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text			
	original control of the second	· · · · · · · · · · · · · · · · · · ·		
1	1 IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/06/2020			
	and a summer of the summer of	and the second s		
2	COUNTY 1 % SHARE OF SALES TAX			

Payment Voucher Description

- 3 LIAB MO: FEB. 2020 COLL MO: MAR. 2020 VCHR MO: MAY. 2020
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- 61 COUNTY 1 % SHARE OF SALES TAX

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