OFFICIAL PROCEEDINGS

St. Clair County Board Meeting





ST. CLAIR COUNTY BOARD

10 Public Square • Room B561 • Belleville, Illinois 62220-1623 MARK A. KERN

• **(1)**

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

COUNTY BOARD MEETING - JANUARY 31, 2022

- 1. Invocation Tom Holbrook, County Clerk
- 2. Pledge of Allegiance
- 3. Call to Order Chairman Mark A. Kern
- 4. Roll Call by Tom Holbrook, County Clerk; Present 22; Telephonically Present 6;
 Absent 1
 Absent: Mr. Smallheer (The Chairman noted that Mr. Smallheer was excused.)
- 5. Public Participation

None

CHAIRMAN

6. Approval of Minutes of the December 20, 2021, County Board Meeting

Motion to Approve R. Wilhelm - made J. Moll - seconded

M/C - RC - Unanimous

- 7. Reports & Communications from the Chairman
 - a. Appointment Vice-Chairman, St. Clair County Board Lonnie Mosley

Motion to Approve 7-a W. Dancy – made H. Hollingsworth – seconded

M/C - RC - Unanimous

b. Appointment – Frank Bergman, Privacy Official

Motion to Approve 7-b
D. Langford – made
J. Dinges – seconded

M/C - RC - Unanimous

c. Reappointment – Member, 9-1-1 Emergency Telephone System Board – Ken Easterley Effective Immediately and Expiring on February 1, 2026

Motion to Approve 7-c S. Tieman – made R. Wilehlm – seconded

M/C - RC - Unanimous

January 31, 2022

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d. Appointment – Member, 9-1-1 Emergency Telephone System Board - G. W. Scott, Sr. to Complete the Unexpired Term of George Chance Due to His Passing Effective Immediately and Expiring on February 1, 2023

Motion to Approve 7-d K. Easterley – made B. Allen – seconded

M/C - RC - Unanimous

e. Appointment – Member, St. Clair Township Lighting District – Richard Greiner to Complete the Unexpired Term of William Perryman Due to His Passing Effective Immediately and Expiring on May 6, 2022

Motion to Approve 7-e S. Tieman – made J. Moll – seconded

M/C - RC - Unanimous

f. Appointment – Commissioner, Bi-State Development Agency – Debra Moore, Ph.D. Effective Immediately and Expiring on January 18, 2027

Motion to Approve 7-f L. Mosley – made W. Dancy – seconded

M/C - RC - Unanimous

g. Appointment – Appointed Officials

Herbert Simmons, Director, Emergency Management Agency Rick Stubblefield, Director, Intergovernmental Grants and Director, Economic Development

Anne Markezich, Manager, Zoning/Mapping and Platting Jeffrey Sandusky, Director, Information Technology Frank Bergman, Manager, Human Resources Brian Buehlhorn, Supt., St. Clair County Parks Cheri Weaver, Superintendent, Animal Services Kimberly Huth, Director Military Affairs

Motion to Approve 7-g CR Vernier – made D. Langford – seconded

M/C - RC - Unanimous

8. Miscellaneous Reports

Motion to Receive and File

R. Meile – made

S. Tieman – seconded

M/C - RC - Unanimous

January 31, 2022

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- 9. Committee Reports
 - a. **Environment Committee:**
 - 1. Report

Motion to Approve 9-a-1

R. Meile - made

J. Coers - seconded

M/C - RC - Unanimous

- b. Finance Committee:
 - 1. Approval of 2022-24 Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing CENCOM Telecommunicators and Calltakers

Motion to Approve 9-b-1 M. Crawford – made

J. Moll - seconded

M/C - RC - Unanimous

2. Approval of an Agreement Between Laborer's Local 100 and St. Clair County Health Department Effective January 1, 2022 – December 31, 2024

Motion to Approve 9-b-2 M. Crawford – made CR. Vernier - seconded

M/C - RC - Unanimous

3. Approval of an Agreement with Keefe Commissary Network to Provide Commissary Services at the St. Clair County Jail

Motion to Approve 9-b-3 K. Sharkey – made J. Dinges - seconded

M/C - RC - Unanimous

4. Approval of a Contract Extension Agreement with Wexford Health Sources, Inc. to Provide Correctional Health Services at St. Clair County Jail from January 1, 2022 through December 31, 2026

Motion to Approve 9-b-5
M. Crawford – made

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

January 31, 2022

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5. Approval for Central Services to Purchase Three (3) 2022 Ford Explorer Police Interceptor Utility Vehicles for the Sheriff's Department Through State Bid from Morrow Brothers Ford in the Amount of \$108.720

Motion to Approve 9-b-5

A. Bittle- made

J. Moli - seconded

M/C - RC - Unanimous

6. Salary Claims

Motion to Approve 9-b-6

M. Crawford - made

J. Moll - seconded

M/C - RC - Unanimous

7. Expense Claims – Claims Subcommittee

Motion to Approve 9-b-7

M. Crawford - made

J. Coers – seconded

M/C - RC - Unanimous

c. Judiciary Committee:

1. Ord. #22-1262— Amending County Code Section 1-3-1 and 1-3-2 to Reflect Twenty-Eight (28) County Board Districts and Three (3) Lottery Groups for Selection of Lots on Twenty-Eight (28) Districts

Motion to Approve 9-c-1

S. Tieman - made

K. Easterley – seconded

Roll Call Vote: Motion carried with 26 ayes and 2 nays with Mr. Cockrell and Mr. Dawson voting nay.

d. <u>Management Information Systems Committee:</u>

1. Approval to Purchase an Azure Stack Hyperconvergence Infrastructure to Include Equipment, Installation, Configuration and Three (3) Years of Support from Data Center Warehouse in the Amount of \$1,525,569

The Chairman explained that the American Recovery Plan Act funds are being used to fund this purchase. With more employees working remotely there are more security issues and this is a good use of ARPA funding.

Motion to Approve 9-d-1

R. Meile - made

S. Gomric - seconded

M/C - RC - Unanimous

January 31, 2022

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e. Transportation Committee:

1. Res. #2685-22-RT – Awarding Contracts to Lochmueller Group and Volkert, Inc. for Land Acquisition Services Not to Exceed \$250,000

Motion to Approve 9-e-1 CR Vernier – made R. Wilhelm – seconded

M/C - RC - Unanimous

2. Res. #2686-22-RT – Appropriating \$485,000 of REBUILD Illinois Funds for Improvements to Curtiss -Steinberg Road

Motion to Approve 9-e-2 CR Vernier – made B. Trentman – seconded

M/C - RC - Unanimous

3. Res. #2687-22-RT – Appropriating \$60,000 from the County's Bridge Fund for Removal and Replacement of Existing Pipe and Culvert, County Highway 71, Saxtown Road

Motion to Approve 9-e-3 M. O'Donnell – made CR Vernier – seconded

M/C - RC - Unanimous

4. Res. #2688-22-RT — Authorizing Spectrum Mid-America to Install a Buried Communication Line on the East Side of South 74th Street from the Intersection with Old St. Louis Road to Magna Dr. and Under South 74th Street Westerly Along Magna Dr. on the North Side of the Road

Motion to Approve 9-e-4 CR Vernier – made S. Gomric – seconded

M/C - RC - Unanimous

5. Res. #2689-22-RT - Authorizing Spectrum Mid-America to Install a Buried Communication Line Along the North Side of Frank Scott Parkway West, for 2,980 Feet Beginning at the Intersection of Frank Scott Parkway West and Hawksbill Drive to the Intersection of Frank Scott Parkway West and IL Rte. 161

Motion to Approve 9-e-5 CR Vernier – made J. Moll – seconded

M/C - RC - Unanimous

6. Res. #2690-22-RT – Awarding a Contract to Metal Culverts to Provide Corrugated Steel Culvert Pipe and Bands for the Calendar Year 2022

Motion to Approve 9-e-6 R. Trentman – made CR Vernier – seconded

M/C - RC -Unanimous

January 31, 2022

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7. Res. #2691-22-RT – Awarding a Contract to the Suppliers for a Set Price for Supplying HMA and Bituminous Mix for the Calendar Year 2022

Motion to Approve 9-e-7 CR Vernier – made R. Meile – seconded

M/C - RC - Unanimous

8. Res. #2692-22-RT - Authorizing a Contract to the Suppliers for a Set Price for Supplying Seal Coat Aggregate and Rip Rap for the Calendar Year 2022

Motion to Approve 9-e-8 CR Vernier – made R. Trentman – seconded

M/C - RC - Unanimous

- f. Trustee Committee
 - 1. Res. #2684-21-R Delinquent Taxes

Motion to Approve 9-f-1

L. Mosley - made

H. Hollingsworth - seconded

M/C - RC - Unanimous

10. Grants Payroll and Expenses

Motion to Receive and File

S. Reeb - made

S. Greenwald - seconded

M/C - RC - Unanimous

11. County Health Department Report

Motion to Receive and File

S. Greenwald - made

J. Coers- seconded

M/C - RC - Unanimous

- 12. Comments by the Chairman
 - a. Executive Session Pending Litigation / Workers Compensation / Personnel

Motion to go into Executive Session

S. Gomric – made

J. Dinges - seconded

M/C - RC - Unanimous

Motion to return to Regular Session

B. Allen - made

J. Dinges – seconded

M/C - RC - Unanimous

Motion to approve the settlement of the workers' compensation claim filed by Craig Brown for a date of injury of 4/16/2020 causing permanent disability to the employee's left eye to the extent of 15% of the body as a whole, resulting in a monetary payment of \$40,510.44. The Committee also authorizes counsel to present said settlement to an Arbitrator of the Illinois Workers' Compensation Commission for judicial approval as discussed in Executive Session. After approval of said settlement by an Arbitrator of the Illinois Workers' Compensation Commission, the Board hereby authorizes payment of the settlement to the employee through his attorney.

M . Crawford – made L. Mosley – seconded

M/C - RC - Unanimous

Motion to approve the settlement of the workers' compensation claim filed by Daniel Hill for a date injury of 5/2/2019 causing permanent disability to the employee's low back and body as a whole to the extent of 10% of the body as a whole, resulting in a monetary payment of \$40,693.50. The Finance Committee also recommended approval of the settlement amount. The Committee also recommends counsel to present said settlement to an Arbitrator of the Illinois Workers' Compensation Commission for judicial approval as discussed by the St. Clair County Board. After approval of said settlement by an Arbitrator of the Illinois Workers' Compensation Commission, the Board hereby authorizes payment of the settlement to the employee through his attorney.

M . Crawford – made C. McCall, Jr. – seconded

M/C - RC - Unanimous

b. Lottery Draw for County Board Members Terms

The drawing was conducted by Dr. Moore with one Democrat representative – L. Mosley and one Republican representative – M. O'Donnell drawing alternately for the terms for each district and announced what group number is drawn starting with District 1.

The Chairman read the following: Consistent with the requirements of Section 1-3-2 of the St. Clair County Code, created by Ordinance No. 92-353, and with the requirements of 55 ILCS 5/2-3009("Terms of board members; vacancies; elections"), the 28 County Board Districts shall be divided into three groups. Group One shall consist of 10 County Board Districts, Group Two shall consist of 9 County Board Districts, and Group Three shall consist of 9 County Board Districts.

Group terms shall be defined as follows:

Group One shall have consecutive terms of 2 years, 4 years, and 4 years. Group Two shall have consecutive terms of 4 years, 2 years, and 4 years. Group Three shall have consecutive terms of 4 years, 4 years, and 2 years. The term of office shall commence on the first Monday in December following their election in 2022.

The results are as follows:

The results a	re as iollows:	
District 1	Group 1	2, 4, 4
District 2	Group 2	4, 2, 4
District 3	Group 2	4,2,4
District 4	Group 3	4, 4, 2
District 5	Group 2	4, 2, 4
District 6	Group 1	2, 4, 4
District 7	Group 1	2, 4, 4
District 8	Group 3	4, 4, 2
District 9	Group 1	2, 4, 4
District 10	Group 1	2, 4, 4
District 11	Group 1	2, 4, 4
District 12	Group 3	4, 4, 2
District 13	Group 3	4, 4, 2
District 14	Group 3	4, 4, 2
District 15	Group 3	4, 4, 2
District 16	Group 1	2, 4, 4
District 17	Group 2	4, 2, 4
District 18	Group 1	2, 4, 4
District 19	Group 3	4, 4, 2
District 20	Group 2	4, 2, 4
District 21	Group 2	4, 2, 4
District 22	Group 3	4, 4, 2
District 23	Group 2	4, 2, 4
District 24	Group 1	2, 4, 4
District 25	Group 2	4, 2, 4
District 26	Group 2	4, 2, 4
District 27	Group 1	2, 4, 4
District 28	Group 3	4, 4, 2

Motion to record the lottery drawing results in the minutes

- J. Dinges made
- S. Tieman seconded

M/C - RC - Unanimous

13. Any other Pertinent Business

14.	Adjournment	
	There being no further business, a motion was made by S. Tieman, seconded by W. Dancy that the Board stand adjourned until Monday, February 28, 2022 at 7:30 p.m., for the February 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.	
	IAS HOLBROOK, COUNTY CLERK AND FICIO CLERK OF THE COUNTY BOARD	

COUNTY BOARD MEETING MINUTES, cont'd.
January 31, 2022
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JUDICIARY COMMITTEE



ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623 (618) 825-2203 • FAX: (618) 825-2740

District 5 LONNIE MOSLEY VICE-CHAIRMAN

BOARD MEMBERS

District 1 ROBERT L. ALLEN, JR.

HARRY HOLLINGSWORTH

District 3 WILLIE L. DANCY

District 4 ROBERT A. WILHELM

District 6 ROY MOSLEY, JR.

District 7 ED COCKRELL

District 8 KEN EASTERLEY

District 9 C. RICHARD VERNIER

District 10 CJ BARICEVIC

District 11 JERRY J. DINGES

District 12 SUSAN GRUBERMAN

District 13 STEPHEN E. REEB

District 14 ROBERT J. TRENTMAN

District 15 JOHN COERS

District 16 DAVID B. LANGFORD

District 17 STEVEN GOMRIC

District 18 MATT SMALLHEER

District 19 JANA MOLI

District 20 KEVIN DAWSON

District 21 ANDY BITTLE

District 22 MICHAEL O'DONNELL

District 23 RICHIE MEILE

District 24 MARTY T. CRAWFORD

District 25 CURTIS McCALL, JR.

District 26 SCOTT TIEMAN

District 27 KENNETH G. SHARKEY

District 28 SCOTT GREENWALD

District 29 RICK CASEY

COUNTY BOARD MEETING – January 31, 2022

7:30 p.m.

On January 7, 2022, Governor J.B. Pritzker renewed the gubernatorial disaster declaration impacting St. Clair County, and the State of Illinois generally, due to the continued presence of COVID-19. Pursuant to Section 7(e) of the Illinois Open Meetings Act, and for the protection of the health and safety of board members and the public, the County Board Chairman has determined that it would be prudent to conduct the regular meeting of the St. Clair County Board with remote attendance via audio conference optional.

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

- 1. Invocation
- 2. Pledge of Allegiance
- 3. Call to Order
- 4. Roll Call
- 5. Public Participation
- 6. Approval of Minutes of December 20, 2021
- 7. Reports & Communications from the Chairman
 - a. Appointment Vice-Chairman, St. Clair County Board Lonnie Mosley
 - b. Appointment Frank Bergman, Privacy Official
 - c. Reappointment Member, 9-1-1 Emergency Telephone System Board – Ken Easterley Effective Immediately and Expiring on February 1, 2026
 - d. Appointment Member, 9-1-1 Emergency Telephone System Board - G. W. Scott, Sr. to Complete the Unexpired Term of George Chance Due to His Passing Effective Immediately and Expiring on February 1, 2023
 - e. Appointment Member, St. Clair Township Lighting District – Richard Greiner to Complete the Unexpired Term of William Perryman Due to His Passing Effective Immediately and Expiring on May 6, 2022

- f. Appointment Commissioner, Bi-State Development Agency Debra Moore, Ph.D. Effective Immediately and Expiring on January 18, 2027
- g. Appointment Appointed Officials
 Herbert Simmons, Director, Emergency Management Agency
 Rick Stubblefield, Director, Intergovernmental Grants and
 Director, Economic Development
 Anne Markezich, Manager, Zoning/Mapping and Platting
 Jeffrey Sandusky, Director, Information Technology
 Frank Bergman, Manager, Human Resources
 Brian Buehlhorn, Supt., St. Clair County Parks
 Cheri Weaver, Superintendent, Animal Services
 Kimberly Huth, Director Military Affairs

8. Miscellaneous Reports

9. Committee Reports

- a. **Environment Committee:**
 - 1. Report
- b. Finance Committee:
 - 1. Approval of 2022-24 Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing CENCOM Telecommunicators and Calltakers
 - 2. Approval of an Agreement Between Laborer's Local 100 and St. Clair County Health Department Effective January 1, 2022 December 31, 2024
 - Approval of an Agreement with Keefe Commissary Network to Provide Commissary Services at the St. Clair County Jail
 - 4. Approval of a Contract Extension Agreement with Wexford Health Sources, Inc. to Provide Correctional Health Services at St. Clair County Jail from January 1, 2022 through December 31, 2026
 - 5. Approval for Central Services to Purchase Three (3) 2022 Ford Explorer Police Interceptor Utility Vehicles for the Sheriff's Department Through State Bid from Morrow Brothers Ford in the Amount of \$108,720
 - 6. Salary Claims
 - 7. Expense Claims Claims Subcommittee

c. Judiciary Committee:

1. Ord. #22-1262– Amending County Code Section 1-3-1 and 1-3-2 to Reflect Twenty-Eight (28) County Board Districts and Three (3) Lottery Groups for Selection of Lots on Twenty-Eight (28) Districts

d. Management Information Systems Committee:

1. Approval to Purchase an Azure Stack Hyperconvergence Infrastructure to Include Equipment, Installation, Configuration and Three (3) Years of Support from Data Center Warehouse in the Amount of \$1,525,569

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

- 1. Res. #2685-22-RT Awarding Contracts to Lochmueller Group and Volkert, Inc. for Land Acquisition Services Not to Exceed \$250.000
- 2. Res. #2686-22-RT Appropriating \$485,000 of REBUILD Illinois Funds for Improvements to Curtiss -Steinberg Road
- 3. Res. #2687-22-RT Appropriating \$60,000 from the County's Bridge Fund for Removal and Replacement of Existing Pipe and Culvert, County Highway 71, Saxtown Road
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- 5. Res. #2689-22-RT Authorizing Spectrum Mid-America to Install a Buried Communication Line Along the North Side of Frank Scott Parkway West, for 2,980 Feet Beginning at the Intersection of Frank Scott Parkway West and Hawksbill Drive to the Intersection of Frank Scott Parkway West and IL Rte. 161
- 6. Res. #2690-22-RT Awarding a Contract to Metal Culverts to Provide Corrugated Steel Culvert Pipe and Bands for the Calendar Year 2022
- 7. Res. #2691-22-RT Awarding a Contract to the Suppliers for a Set Price for Supplying HMA and Bituminous Mix for the Calendar Year 2022
- 8. Res. #2692-22-RT Authorizing a Contract to the Suppliers for a Set Price for Supplying Seal Coat Aggregate and Rip Rap for the Calendar Year 2022

f. <u>Trustee Committee:</u>

1. Res. #2693-22-R - Delinquent Taxes

- 10. Grants Payroll and Expenses
- 11. County Health Department Report
- 12. Comments by the Chairman
 - a. Executive Session Pending Litigation / Workers Compensation / Personnel
 - b. Lottery Draw for County Board Members Terms
- 13. Any other Pertinent Business
- 14. Adjournment

January 31, 2022

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 December 20, 2021 County Board meeting have been entered on record.

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

Respectfully submitted,

JUDICIARY COMMITTEE St. Clair County Board



ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623 (618) 825-2203 • FAX: (618) 825-2740

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District 7

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District 26 SCOTT TIEMAN

District 27 KENNETH G. SHARKEY

District 28 SCOTT GREENWALD

O CUNION (WALLABIL) 2

District 29 RICK CASEY January 31, 2022

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

Members of the Board:

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

- 1. <u>Vice-Chairman, St. Clair County Board</u>
 Reappointment of LONNIE MOSLEY
- 2, <u>Privacy Official</u>
 Reappointment of FRANK BERGMAN
- 3. <u>Member 911 Emergency Telephone System Board</u>
 Reappointment of **KEN EASTERLEY** to a four-year term effective immediately and expiring on February 1, 2026
- 4. Member 911 Emergency Telephone System Board Appointment of G W. SCOTT, Sr. to complete the unexpired term of George Chance due to his passing effective immediately and expiring on February 1, 2023
- 5. Member St. Clair Township Lighting District
 Appointment of RICHARD GREINER to complete the unexpired term of William Perryman Due to his Passing effective immediately and expiring on May 6, 2022
- 6. Commissioner Bi-State Development Agency
 Appointment of DR. DEBRA MOORE to a five-year term effective immediately and expiring on January 18, 2027

7. Reappointment of ANNE MARKEZICH as Manager, Zoning Department/ Mapping and Platting

Reappointment of JEFFREY SANDUSKY as Manager, Data Processing

Reappointment of FRANK BERGMAN as Manager, Human Resources Reappointment of BRIAN BUEHLHORN as Superintendent, St. Clair County Parks

Reappointment of CHERI WEAVER as Superintendent, Animal Services

Reappointment of HERBERT SIMMONS as Director, Emergency Management Agency

Reappointment of RICK STUBBLEFIELD as Director, Intergovernmental Grants and Director, Economic Development Reappointment of KIMBERLY HUTH as Director Military Affairs

MARK A. KERN, Chairman St. Clair County Board

MAK/dm



9939 CRAVOIS ROAD \$1. LOUIS. MISSOURI 63123 TELEPHONE 314-631-0200 FAX 314-631-1685 ONE SOUTH CHURCH ST., SUITE 500 PO BOX 313 BELLEVILLE, ILLINOIS 62222 TELEPHONE 618-509-5950

January 10, 2022

Via Facsimile at 618-825-2740
Honorable Mark A. Kern, Chairman
St. Clair County Board
St. Clair County Courthouse
10 Public Square
Belleville, IL 62220

Re: St. Clair Township Street Lighting District

William Perryman (Deceased)

Dear Mr. Kern:

As you may recall, as a result of your appointments over the years, William Perryman has proudly served as a Board Member of the St. Clair Township Street Lighting District. Mr. Perryman died on December 16, 2021.

In addition to conveying the message that Bill has passed away, the remaining Board Members have asked me to share with you their recommendation that Richard Greiner be appointed to fill the remaining term for Bill Perryman. Rick is a retired East Side Fire Department Chief, and is a resident of the St. Clair Township Street Lighting District.

Please allow this to serve as our formal request that you consider Mr. Greiner as a replacement to Mr. Perryman.

If you or your staff have any questions that I can assist with, please feel free to call.

Sincerely,

By: /Joseph P. O'Keefc jokeefe@dbopc.com TO:

ST. CLAIR COUNTY BOARD

FROM:

MARK A. KERN, Chairman

ST. CLAIR COUNTY BOARD

SUBJ:

Miscellaneous Reports

DATE:

January 31, 2022

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:

Juvenile Detention Center

The population from December 8, 2021 to January 4, 2022 consisted of 266 juveniles: 233 boys and 33 were girls. The report of same will be placed on file in the County Board office.

County Jail

The Jailer reports that prisoners from the period of December 15, 2021 through January 25, 2022 are an average of 480 prisoners per day. 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 Juvenile Detention Center

GREGORY F. NORKUS DIRECTOR

Court Services and Probation Department 20th Judicial Circuit

9006 Lebanon Rd. Belleville, IL 62223.1503 Phone: [618] 397. 0766

Fax: (618] 397. 5284 Ibre@co.st-clair.il.us Lawrence Brazil
Superintendent

LISA K. BRENNAN-FLEMING
Assistant Superintendent

January 10, 2022

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 December 8, 2021 through January 4, 2022.

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

Sincerely

Lawrence Brazil Superintendent

St. Clair County Illinois

	_				
Population I	Report D	ecember 08.	2021 to	Janurary	04. 2022

	Boys	Girls	Total
12/08/21	10	2	12
12/09/21	9	2	11
12/10/21	9	2	11
12/11/21	9	2	11
12/12/21	8	2	10
12/13/21	8	2	. 10
12/14/21	8	2	10
12/15/21	8	2	10
12/16/21	7	2	9
12/17/21	7	1	8
12/18/21	7	1	8
12/19/21	8	1	9
12/20/21	9	1	10
12/21/21	9	1	10
12/22/21	8	0	8
12/23/21	8	0	8
12/24/21	8	0	8
12/25/21	7	. 0	7
12/26/21	8	0	8
12/27/21	8	0	8
12/28/21	8	1	9
12/29/21	9	1	10
12/30/21	9	1	10
12/31/21	9	1	10
01/01/22	9	1	10
01/02/22	9	1	10
01/03/22	9	2	11
01/04/22	8	2	10

233

Grand Total

Total

266

33



St. Clair County Sheriff Department ST. CLAIR COUNTY, ILLINOIS JAIL MANANGEMENT INFORMATION SYSTEM As of Wednesday January 26, 2022 at 10:57 am

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Daily Peak Population Report For Period Beginning on December 15, 2021 Through January 25, 2022 - Current Capacity: 418

Date	Population	Over/Under	Status
Wednesday, December 15, 2021	483	-65	Over Capacity
Thursday, December 16, 2021	491	-73	Over Capacity
Friday, December 17, 2021	492	-74	Over Capacity
Saturday, December 18, 2021	477	-59	Over Capacity
Sunday, December 19, 2021	481	-63	Over Capacity
Monday, December 20, 2021	491	-73	Over Capacity
Tuesday, December 21, 2021	472	-54	Over Capacity
Wednesday, December 22, 2021	469	-51	Over Capacity
Thursday, December 23, 2021	477	-59	Over Capacity
Friday, December 24, 2021	465	-47	Over Capacity
Saturday, December 25, 2021	467	-49	Over Capacity
Sunday, December 26, 2021	466	-48	Over Capacity
Monday, December 27, 2021	474	-56	Over Capacity
Tuesday, December 28, 2021	479	-61	Over Capacity
Wednesday, December 29, 2021	486	-68	Over Capacity
Thursday, December 30, 2021	490	-72	Over Capacity
Friday, December 31, 2021	480	-62	Over Capacity
Saturday, January 1, 2022	485	-67	Over Capacity
Sunday, January 2, 2022	481	-63	Over Capacity
Monday, January 3, 2022	487	-69	Over Capacity
Tuesday, January 4, 2022	494	-76	Over Capacity
Wednesday, January 5, 2022	500	-82	Over Capacity
Thursday, January 6, 2022	474	-56	Over Capacity
Friday, January 7, 2022	474	-56	Over Capacity
Saturday, January 8, 2022	465	-47	Over Capacity
Sunday, January 9, 2022	474	-56	Over Capacity
Monday, January 10, 2022	475	-57	Over Capacity
Tuesday, January 11, 2022	469	-51	Over Capacity
Wednesday, January 12, 2022	469	-51	Over Capacity
Thursday, January 13, 2022	473	-55	Over Capacity
Friday, January 14, 2022	477	-59	Over Capacity
Saturday, January 15, 2022	471	-53	Over Capacity
Sunday, January 16, 2022	477	-59	Over Capacity
Monday, January 17, 2022	479	-61	Over Capacity
Tuesday, January 18, 2022	483	-65	Over Capacity
Wednesday, January 19, 2022	489	-71	Over Capacity
Thursday, January 20, 2022	488	-70	Over Capacity
Friday, January 21, 2022	483	-65	Over Capacity
Saturday, January 22, 2022	485	-67	Over Capacity
Sunday, January 23, 2022	487	-69	Over Capacity
Monday, January 24, 2022	491	-73	Over Capacity
Tuesday, January 25, 2022	491		• •



St. Clair County Sheriff Department ST. CLAIR COUNTY, ILLINOIS JAIL MANANGEMENT INFORMATION SYSTEM As of Wednesday January 26, 2022 at 10:57 am

Richard Watson Sheriff

> Page 2

Daily Peak Population ReportFor Period Beginning on December 15, 2021 Through January 25,2022 - Current Capacity: 418

To To House Degining on Describer	io, zozi imougii ounuuly i	EU, EUEE Ganeric Gapacie	y. 410
Date	Population	Over/Under	Status

Average Daily Population:

480

Days In Reporting Period:

42

* - Designates Min and Max Dates

... End of Report ...

ENVIRONMENT COMMITTEE MEETING

December 14, 2021 - 3:00 PM

The regular meeting of the Environment Committee of the St. Clair County Board was called to order on Monday, December 14, 2021 AT 3:00 P.M. by Richie Meile Chairman.

Members present: Richie Meile, Rick Casey, CJ Baricevic and Marty Crawford.

Member excused: Matt Smallheer, Ken Easterley and John Coers

Staff in attendance: Anne Markezich, Zoning Department

Members recited the Pledge of Allegiance.

MOTION by Casey, second by Crawford to approve Minutes from November 23, 2021.

MOTION by Baricevic, second by Casey to approve Zoning Fee Report. Motion Carried.

MOTION by Crawford, second by Baricevic to approve Zoning Hearing 2021-11-PD (Green). Motion Carried.

MOTION by Casey, second by Baricevic to approve Occupancy Program Report. Motion Carried.

MOTION by Baricevic, second by Casey to approve Building Permit Report. Motion Carried.

HEALTH DEPARTMENT REPORT – SHARON VALENTINE

MOTION by Baricevic, second by Casey to approve 2022 EDG Meeting Schedule.

Page 2 -- Environment Committee Minutes December 14, 2021

ZONING DIRECTOR REPORT – ANNE MARKEZICH

MOTION by Baricevic, second by Casey to approve 2022 Environment Meeting Schedule.

MOTION by Baricevic, seconed by Casey to approve the Sandfill Operators License for Cottonwood Hills Landfill and Milam Recycling & Disposal Facility. Motion carried.

CLEAN SWEEP PROGRAM

No Report

BEN HENNING - STATES ATTORNEY'S OFFICE

No Report

MOTION to adjourn by Crawford, second by Baricevic. Motion Carried.



DECEMBER, 2021 FEE REPORT

Summary Listing Payment Date Range 12/01/21 - 12/31/21

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rayment Code	Delault Balik Account	Number of Transactions	lotal Amount Collected
Payment Category Zoning - Zoning & Mapping			
ZB100 - AZC-APP Zoing Compliance Permit	BOE-Investment Pool	28	840.00
ZB100-2 - Zoning Compliance Letter (Add)	BOE-Investment Pool	1	30.00
ZB100-3 - Plan Review Residence	BOE-Investment Pool	5	375.00
ZB100-4 - Plan Review Commercial	BOE-Investment Pool	8	300.00
ZB101 - Commercial & Industrial Permit	BOE-Investment Pool	က	1,713.43
ZB102 - Demolition permit	BOE-Investment Pool	٣	300.00
ZB103-1 - Electrical Permit 1 Insp	BOE-Investment Pool	10	750.00
ZB103-2 - Electrical Permit 2 Insp	BOE-Investment Pool	-	100.00
ZB104 - Garage/Pole Barn Permit	BOE-Investment Pool	5	875.00
ZB105-1 - Deck Permit	BOE-Investment Pool	2	250.00
ZB108 - Reinspection fee - new constr	BOE-Investment Pool	13	1,050.00
ZB109-1 - B/P Renewal	BOE-Investment Pool	Ŋ	1,099.50
ZB110-1 - Res Additions Permit <\$50,000	BOE-Investment Pool	П	200.00
ZB110-2 - Res Add Permit >\$50,000	BOE-Investment Pool	1	300.00
ZB111-3 - Res Rem Permit \$10,000 - \$50,000	BOE-Investment Pool	-	250.00
ZB112-1 - Sign Permit <100 sq ft	BOE-Investment Pool	T	225.00
ZB113-1 - Single Fam Res Permit <2500 sqft	BOE-Investment Pool	4	2,000.00
ZB113-2 - Single Fam Res Permit >2500 sqft	BOE-Investment Pool	٣	2,100.00
ZB114 - Stormwater Erosion Permit	BOE-Investment Pool	10	1,632.00
ZB115-1 - Swimming Pool Permit-In Ground	BOE-Investment Pool		200.00
ZB118 - Solar Energy System Fee \$10-\$50K	BOE-Investment Pool	1	250.00
ZB119 - Solar Energy System Fee >\$50,000	BOE-Investment Pool	5	1,500.00
ZCO101 - OCC Village of Fayetteville	BOE-Investment Pool	2	275.00
ZCO102 - OCC Village of Millstadt	BOE-Investment Pool	4	425.00
ZCO102-R - Reinspect OCC V of Millstadt	BOE-Investment Pool		20.00
ZH100 - ABV-Area/bulk Variance	BOE-Investment Pool	ю	00.006
ZM100 - Sanitary Landfill license	BOE-Investment Pool	2	1,000.00
ZM101 - Bad Check Fee	BOE-Investment Pool	1	25.00
Z-MB Inv - Misc Billing by Invoice	BOE-Investment Pool	56	9,973.50
ZO100 - OCC Multi-family	BOE-Investment Pool	13	2,550.00
ZO101 - OCC Single Family	BOE-Investment Pool	39	4,875.00
ZO102 - OCC Manuf/Mobile Home Insp	BOE-Investment Pool	12	1,200.00
ZO103 - Reinspection Fee-Occupancy	BOE-Investment Pool	16	800.00
ZO104 - Certification of Occupancy	BOE-Investment Pool	66	3,325.00
ZO106 - OCC Duplex/Condo Inspection	BOE-Investment Pool	11	1,100.00
Payment Category	ry Zoning - Zoning & Mapping Totals	336	\$42,838.43
	Grand Totals	336	\$42,838.43

Run by Pam Click on 01/12/2022 02:17:46 PM

Value of Construction on which permits were issued for December, 2021: \$4,063,109.35 Total Fee Report for the month of December, 2020: \$102,699.62

ILLINOIS FOP LABOR COUNCIL

and

ST. CLAIR COUNTY (CENCOM)

Cencom Telecommunicators & Calltakers

FRATERNAL ORDER

January 1, 2022 - December 31, 2024

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487 Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by and between the County of St. Clair, Illinois (CENCOM) (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing CENCOM Telecommunicators and Calltakers (hereinafter referred to as the "Union").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of St. Clair County CENCOM.

It is the Employer's and Union's desire to provide the people of St. Clair County, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

ARTICLE 1 - RECOGNITION

Section 1.01

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment of all employees in the bargaining unit. The bargaining unit shall include: all full-time Telecommunicators and Calltakers employed by the County of St. Clair (CENCOM) as certified by the Illinois State Labor Relations Board in Case No. S-RC-06-086. All other positions shall be EXCLUDED from the above described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 (et al.).

Section 1.02

Pursuant to applicable statutory mandates and the Rules, Regulations and Procedures of St. Clair County CENCOM employees hired must serve an initial probationary period. Such probationary employees are covered by the terms and conditions of this Agreement, except that the Employer may discipline or discharge a probationary employee at will. The probationary period commences on the date the employee is hired and ends after twelve (12) months.

For training purposes, employees shall reimburse Employer 75% of provable training costs if they voluntarily cease employment within one year; 50% if within two years; and 25% if within three years.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct St. Clair County CENCOM, in all aspects, including, but not limited to, all rights and authority granted by law unless otherwise expressly stated in or limited by this Collective Bargaining Agreement. Except as otherwise expressly stated herein, St. Clair County policies are not to be considered a part of this Agreement.

Management rights, subject to this Collective Bargaining Agreement, include, but are not limited to, the right:

- a. To maintain executive management and administrative control of CENCOM and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by CENCOM and its employees;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Employer's operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit employees;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline or discharge employees for just cause;
- g. To make, add, delete, alter and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services.

The County has the sole authority to determine the purpose and mission of the St. Clair County CENCOM and the amount of budget to be adopted thereto.

Section 2.02 - Civil-Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 14.01 (Internal Investigation) and 14.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.01 - Definition

A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the employee(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The Union may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the employees affected by the grievance. An employee may grieve discipline imposed by the Employer through the grievance process outlined in this collective bargaining agreement.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms and meaning of this Agreement.

Section 3.02 - General Rules

- 1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
- 2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix "A". All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
- 3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be in writing.
- 4. When a grievance is filed, it shall to the extent practicable, name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the provision(s) of the Agreement allegedly violated, state the contention of the employee with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected or by a Union representative. Responses to the grievance shall be made to the first employee who signed the grievance.

Section 3.03 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period. Before filing a grievance, an attempt should be made to resolve the matter informally with an immediate supervisor.

<u>Step 1 - Division Director</u> If the matter is not resolved informally, the grievance shall be filed in writing with the Division Director within five days of receiving notice that the attempt to informally resolve the grievance was not successful.

Upon receipt of the properly filed written appeal, the Division Director may meet with the employee to review the grievance. Within five (5) business days of the receipt of the Step 1 appeal, the Director will render a decision in writing to the employee.

Step 2 - Arbitration If the grievance is not resolved as a result of Step 1, the Union may request in writing, within ten (10) business days after the Step 1 response, or within ten (10) business days after the Step 1 response was due, that the grievance be submitted to binding arbitration. The request by the Union must be made within ten (10) business days of completion of the last appropriate step. In the event the Union requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties may contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall notify him/her in writing requesting that a hearing be held at the earliest date(s) upon which the parties can agree. The parties may attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties may arrange for the services of a court reporter for the arbitration hearing.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator, the court reporter, if both parties requested a court reporter, and the hearing room, if any. Unless otherwise agreed, the hearing shall be held in St. Clair County. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 3.04 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to frame the issue raised by the grievance if the parties are unable to agree to the issue(s). The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree, to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding. Arbitration does not include interest arbitration.

Section 3.05 - Time Limits

No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 3.03, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the employee or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the employee or Union representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day on which the employee worked from the date of the first occurrence which had application to that employee or of which the employee knew, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given or is due to be given by the Employer. The last business day of a time limit shall be deemed to end on 5:00 p.m. on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the St. Clair County Building is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 6, Section 6.01, of this Agreement.

Section 3.06 - Representation

An employee or the Union or the Union's representative may present a grievance personally at Step 1 of this procedure. During any step of the procedure the employee may be represented by the Union. Grievance settlements shall be reduced to writing and signed by the Employer and the grievant(s).

ARTICLE 4 - HOURS AND OVERTIME

Section 4.01 - Work Period

Hours of Work: The Employer and Union agree that the Employer shall retain the right to establish the scheduled workday. At no time will an employee be regularly scheduled to work consecutive shifts. The Employer may not split an employee's shift.

The normal work period for employees covered by this Agreement shall be defined as eighty (80) hours in a fourteen (14) day work period beginning on a Sunday, for those employees working twelve (12) hour shifts, and forty (40) hours per week, starting on Sunday for those employees working an eight (8) hour shift.

The Employer shall retain the right to make a change in the scheduling during the term of this Agreement with sixty (60) days notice to the Union and the employees, however, the sixty (60) days notice does not apply to manpower issues or needs to temporarily fill shift.

Overtime compensation shall be given in accordance with the Fair Labor Standards Act. Hours worked in excess of the above defined work periods shall be compensated at the premium compensation rate.

The Employer will allow employees to trade shifts within the same pay period where practicable, as long as prior notice is provided as per current practice.

Section 4.02 - Compensatory Time

Employer has option to pay compensatory time by cash payment or with time off.

Section 4.03 - Call Back

A call-back is an official assignment of work that does not continuously precede or follow an employee's regularly scheduled work hours. Employees reporting back to work on a call-back shall be compensated for a minimum of two hours, regardless of actual time worked, at the overtime rate of pay or be compensated for actual hours worked if more than two hours at the overtime rate of pay.

Section 4.04 - Work Schedule

When an employee attends a training session during the time that the employee is not scheduled to work, the employee's time in attendance including lunch and travel to-and-from will be compensated at the appropriate rate of pay.

When an employee attends a training session during the time that the employee is not scheduled to work, but nonetheless on a day on which the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee's work schedule may be altered to ensure the safety of the employee and others is not compromised due to the potential for fatigue, however it may not be altered solely to avoid payment of overtime. If the employee's schedule is altered, the employee will be given the opportunity to use compensatory time to replace the hours lost scheduling.

When the Employer must compensate for travel for training, the calculation shall be based upon MapQuest.

If an employee drives their personal vehicle to and from any training, they shall be paid mileage at the then current rate established by the Internal Revenue Service. Commute time and mileage to off-site training will be compensated for reimbursement purposes at the appropriate rate.

ARTICLE 5 - SENIORITY

Section 5.01 - Definition of Seniority

Departmental Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service within the Employer's Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence, excluding military leave, suspensions or other breaks in continuous service. Departmental seniority shall be used as the basis for computation of vacation.

Classification Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service within a classification from date of appointment to that classification; less any adjustments due to layoff, approved leaves of absence, excluding military leave, suspensions or other breaks in continuous service. Classification seniority shall only be used as the basis for selection of annual vacations and other approved time off if more than one employee has submitted a dated written request for the same time off.

If an employee is promoted out of the bargaining unit(s) and then returns, the employee will not receive any classification seniority credit for the time spent in the promoted position, but will retain the classification seniority credit for the time originally spent in the bargaining unit.

Section 5.02 - Termination of Seniority

Seniority and the employment relationship shall be terminated when an employee:

- a. quits, or
- b. is discharged, or
- c. retires or is retired, or
- d. is laid off and fails to report to work within fourteen (14) business days after having been recalled, or
- e. is laid off for more than one (1) calendar year without being recalled.

Section 5.03 - Seniority List

The Union shall prepare a list setting forth the present Departmental Seniority dates and Classification Seniority dates for all employees covered by this Agreement which shall become effective on or after the date of execution of this Agreement.

Section 5.04 - Layoffs

Should the Employer find it necessary to lay off employees, it shall be done on the basis of Job Classification seniority: that is, the person with the least seniority shall be the first to be laid off. Any employee being laid off will receive a written notice at least ten (10) business days prior to its effective date.

ARTICLE 6 - HOLIDAYS

Section 6.01 - Number of Holidays

The following shall be considered holidays for eligible regular full-time employees:

New Year's Day Veteran's Day

Martin Luther King's Birthday General Election Day in November

President's Day (even-numbered years only)

Spring Holiday Thanksgiving Day

Memorial Day Thanksgiving Friday

Independence Day Christmas Eve

Labor Day Christmas Day

Employees working a seven-day/twenty-four hour a day schedule shall observe holidays on their actual calendar dates. Employee working a five-day/eight-hour/weekends off/business schedule shall observe the holidays on the dates designated by the St. Clair County Board.

Section 6.02 - Holiday Pay Credit

- A. Worked Holiday An employee required to work on an observed holiday, in addition to his/her regular day's pay, shall be credited for the holiday at the additional rate of time and one-half (1-1/2) for that holiday shift. Such credited hours shall be paid to the appropriate employees with the first payroll check issued following the holiday.
- **B.** Un-worked Holiday An employee who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for twelve (12) hours. Such credited hours shall be paid to the appropriate employees with the first payroll check issued following the holiday.

Section 6.03 - Holiday During Prior Approved Time Off

In the event a holiday occurs when an employee is on prior approved time off, such holiday shall be credited to the employee in accordance with Section 6.02 B, above.

If an employee calls in sick the day before or day after a holiday, the employee shall not be entitled to holiday pay unless on the first day back to work, the employee submits a doctor's excuse to the Employer, signed by the doctor.

Employees will not normally be allowed to schedule days off on the following dates: December 31, January 1, July 4, and December 24 and 25, unless the Employer agrees to make an exception. However, employees shall be able to trade shifts on these dates in accordance the process set forth in Section 4.01.

ARTICLE 7 - VACATION

Section 7.01 - Eligibility

All regular, full-time employees shall earn vacation time. Employees shall be eligible to take paid vacation after one year's continuous employment with the Employer.

If an employee resigns he/she will receive vacation credit prorated for that portion of the year, of employment which he/she worked (e.g., if an employee would have earned 80 hours of

vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 7.02 - Accrual

Eligible employees shall earn vacation time in accordance with the following schedule:

- a. from the date of hire until completion of five (5) years of continuous service: eighty (80) hours per year;
- b. from the completion of five (5) years of continuous service: one hundred twenty (120) hours per year.
- c. from completion of twelve (12) years of continuous service: one hundred sixty (160) hours per year.

Section 7.03 - Vacation Scheduling

On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for each shift. Employees shall select vacation leave in one work week increments, said increments being from 6:00 a.m. Monday to 6:00 a.m. the Monday immediately following, to be taken during the upcoming calendar year. The number of employees permitted off duty at any time shall be determined by Management. During the first thirty (30) calendar days the sign-up sheet is posted, classification seniority, as defined in Section 5.01, shall be used to determine who is entitled to a particular week or weeks of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and classification seniority shall not be used to determine who is entitled to a particular week for vacation leave, except for requests for the same time periods submitted on the same day.

A master list of all approved vacation time for the year shall be posted on the FOP bulletin board.

Section 7.04 - Carry-over

Employees shall be permitted to carry over from one anniversary year of continuous service to the next up to one continuous service years' worth of vacation leave (e.g., if the employee is accumulating vacation leave at the rate of 80 hours for each completed year of continuous service, that employee may carry over no more than 80 hours of vacation leave from one anniversary year to the next). The foregoing may be carried over without filing any written request to do so. For

purposes of this Section, anniversary year is defined as beginning with the last hire date of an employee, less any adjustments, until the employee completes one full calendar year of continuous service, and any calendar year thereafter during which the employee is employed on a continuous, full-time basis.

At no time shall more than one continuous service years' worth of vacation be carried over from one anniversary year to the next without permission of the Employer, except in those cases when scheduled vacation-leave time was refused or cancelled by the Employer, and the employee cannot be rescheduled at a time mutually agreeable to the Employer and the employee. In the aforesaid case when a leave has been so cancelled or refused, said cancelled or refused time shall be allowed to be carried over in addition to the maximum accumulated amount referenced in the paragraph immediately above.

In the event of a dispute regarding earned or accrued vacation leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the employee's earned and/or accrued vacation leave.

ARTICLE 8 - SICK LEAVE

Section 8.01 - Amount

All regular, full-time employees shall accumulate 5.33 hours of sick leave for each month's service. Sick leave may be used for illness, non-duty related disability or injury of the employee or employee's immediate family member who is dependent upon the employee.

Section 8.02 - Carry-over

Employees shall be able to carry over from one year to another a maximum of two hundred eighty-eight (288) accumulated sick-leave hours.

Section 8.03 - Posting

In the event of a dispute regarding earned or accrued sick leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the employee's earned and/or accrued sick leave.

Section 8.04 - Notification

Failure to notify Employer may result in termination.

Section 8.05 - Ill at Work

<u>Illness or Injury at Work</u>: Any employee who is ill or injured on the job shall immediately notify the supervisor.

For employees on either a seven and one-half hour or eight-hour work schedule, if an employee becomes ill while at work after the first two hours of work, the employee shall lose ½ day of accumulated sick time. For employees on a twelve-hour work schedule, if an employee becomes ill at work after the first three hours of work, the employee shall lose ½ day of accumulated sick time.

Section 8.06 - Verification of Sick Leave by a Physician

In order to continue active work assignments or to resume work after an illness or injury or disability, employees must provide the department with a written physician's statement releasing employee to assume activities within their position responsibility if:

- 1. Upon returning to work after prolonged illness of four consecutive days or more;
- 2. Upon returning to work from an extended leave of absence;
- 3. After the employee has a potentially disabling illness, injury or condition; or
- 4. Upon returning to work after a diagnosed communicable disease.

Section 8.07 - Extended Illness/Recovery with No Accumulated Sick Time

If an employee exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Employer for the employee to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance and is subject to the approval of the Employer.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires one calendar month or longer for recovery. Should an employee request sick-leave time in excess of that accumulated by him/her, the Employer may require the employee to provide verification of recovery time by a physician.

If a 48-hour advance request is not made, or if the employee has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness

or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the employee during such extended illness or recovery.

For the purpose of the Family Medical Leave Act, an employee is eligible for a leave of absence through the Family and Medical Leave Act of 1993. In order to be eligible for leave, an employee must have worked for the Employer at least twelve months and must have worked at least 1,250 hours over the previous twelve months prior to the leave. Eligible female and male employees are allowed up to twelve weeks of leave per twelve month period following the birth of a child, the placement of a child for adoption or foster care, or the serious health condition of the employee or an immediate family member (defined for purposes of this Family and Medical Leave Act situation as including the employee's child, spouse or parent). The leave for birth or placement must take place within twelve months of the birth or placement of the child. The employee's leave shall be unpaid. The Employer may require the use of accumulated sick leave and/or vacation leave or the employee may, upon approval of the Employer, use accumulated sick leave and/or vacation leave. Sick leave can be used only to the extent that it would otherwise be available. It would otherwise be available pursuant to Section 9(B) of this Code, which regulates the use of sick leave. During the leave, St. Clair County shall continue to provide coverage under its group health plan, with the employee continuing to pay his or her regular health insurance contributions. Following return upon leave, the employee shall be returned to a position with equivalent pay, benefits and other terms and conditions of employment.

Any accumulated sick leave, vacation leave and/or short term or long term disability leave used by the employee for the birth of a child, placement of a child, or a serious health condition of the employee or of an immediate family member shall be considered taken for purposes of the Family and Medical Leave Act. Any time off due to injury or illness on the job or at work shall also be considered taken for purposes of the Family and Medical Leave Act. If an employee takes more than three (3) consecutive days of leave due to an illness, the employee shall be considered to have a serious health condition, and all leave taken shall be considered taken for the purposes of the Family and Medical Leave Act starting with the first day the employee missed work.

Requests shall be made through the Personnel Department on the forms provided.

Section 8.08 - On-Duty Injury

Employees injured while on duty are covered by applicable provisions of Illinois law. Employees injured while on duty shall file a Loss-Control Report with the Loss-Control Employee of the Department.

Section 8.09 - Sick Leave Taken in Excess of that Accumulated

If any employee knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any employee knowingly takes sick leave in excess of that accumulated by him/her, the employee may be subject to discipline.

Section 8.10 - Sick Leave Incentive Pay

The total number of hours in the bank may not exceed those allowable for IMRF retirement purposes.

Employees who do not use a sick day from January 1 through June 30 shall receive a personal day. Employees who do not use a sick day from July 1 through December 31 shall receive a personal day as well. All such personal days shall be used within six months of accrual, or they shall be lost.

ARTICLE 9 - LEAVE OF ABSENCE

Section 9.01

The Employer may grant a leave of absence without pay to employees for periods not to exceed six (6) months, and such leaves may be extended for good cause for an additional six (6) month period with the approval of the County Board. A written request must be submitted to include a statement of the employee's intended use of the leave and the date he/she shall return from leave.

Section 9.02

No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Employer may require substantiation of any leave of absence or any request for a leave of absence.

Section 9.025

Military leave shall be pursuant to state and federal law.

Section 9.03 - Funeral Leaves

In the event of the death of a member of the employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent), a leave of absence will be granted to the employee from the day of death through the day of the funeral, but at no time will this be more than three (3) days. The employee may use sick time or vacation time for such leave.

ARTICLE 10 - CLOTHING/MAINTENANCE ALLOWANCES

Section 10.01 - Allowances

The Employer shall be responsible for the cost of the initial issue of any mandatory uniform and equipment changes, in addition to any standard issue of uniforms and equipment as currently provided by this Article. The Employer shall provide three short sleeve uniform tops and three long sleeve uniform tops to the first ten (10) employees who request the same in writing from their supervisor after the beginning of each calendar year (January 1, 12:00 AM).

ARTICLE 11 - HEALTH, WELFARE AND RETIREMENT PLANS

Section 11.01

Employer agrees to provide health, welfare and pension plans consistent with the county-wide fringe benefit package. Employee contributions toward the cost of the benefit package will be consistent with county-wide policies and practices. The Employer shall have discretion to change carriers as it determines appropriate.

Any changes in benefits that are consistent with this collective bargaining agreement and county-wide policies and practices will not be subject to impact bargaining during the term of this Agreement.

ARTICLE 12 - COUNTY RESIDENCY REQUIRED

All probationary employees shall reside in St. Clair County by the end of their probationary period, and all employees who are past probationary period or who do not go through probation shall also reside in St. Clair County, Illinois within six months of date of hire. Any employee who is so required to establish residency in St. Clair County, Illinois, and who does not so reside within St. Clair County, shall be terminated from employment.

The County Board Chair has the authority to extend by six additional months the time in which the employee must establish residency in St. Clair County, Illinois. In the case of probationary employees who are granted an extension of six additional months, the period of probation also extends the six additional months.

In the case of non-probationary employees, further extensions may be granted depending on the County's need.

ARTICLE 13 - GENERAL PROVISIONS

Section 13.01 - Review of Records

Upon prior written approval of the Employer, the Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee covered by this Agreement whose pay is in dispute, or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's written consent.

Section 13.02 - Bulletin Boards

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

Section 13.03 - Definitions

For the purpose of this Agreement, the following definitions shall apply:

EMPLOYEE shall mean a bargaining-unit employee covered by the terms of this Agreement.

REGULAR, as used to describe an employee or job position, shall be defined as non-probationary.

Section 13.04 - Shift Leaders

The Employer shall post notice of its intent to designate eight shift leaders from the bargaining unit. Employees shall be allowed to submit written indications of interest. The Employer shall interview interested employees and then designate which employees shall serve as Shift Leaders. All Shift Leaders shall receive an additional \$0.36/hr. for all hours henceforth in paid status. No employee shall be able to grieve their removal from the assignment of Shift Leader, which shall be at the Employer's discretion.

ARTICLE 14 - EMPLOYEES' RIGHTS

Section 14.01 - Internal Investigation

The Employer agrees to provide at least seventy-two (72) hours prior notice for any disciplinary interview or pre-disciplinary interview/meeting, unless an emergency situation exists. Employees may be represented by a Labor Council representative at any such meeting when requested by an employee. A reasonable time period will be provided in order for such representation to arrive.

Section 14.02 - Personnel Files

Personnel files shall be maintained pursuant to Illinois Personnel Record Review Act.

Section 14.03 - Indemnification

According to State law.

ARTICLE 15 - SAVINGS PROVISION-PARTIAL INVALIDITY

Section 15.01 - Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 15.02 - Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 16 - COMPLETE AGREEMENT

Section 16.01

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and it constitutes the complete and entire Agreement between the parties.

ARTICLE 17 - LABOR-MANAGEMENT CONFERENCES

Section 17.01 - Advance Request

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

When an issue of employee or workplace safety is the topic of discussion, the parties agree to waive the seven (7) day notice period and address the subject at the earliest possible time. It is further understood that complaints of unsafe working conditions shall be filed with the reporting employee's supervisor, with copies forwarded to the division commander and the Employer, as soon as possible after the event giving rise to the complaint.

Section 17.02 - Exclusive of Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 18 - DUES DEDUCTION

Section 18.01 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, a copy of which is attached hereto as Appendix B, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 18.02 - Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union.

Section 18.03 - Indemnity

The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 19 - DURATION

Section 19.01 - Term of Agreement

This Agreement shall be effective from January 1, 2022 and shall remain in full force and effect until December 31, 2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days and not later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 19.02 - Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 19.03 - Notifications by Certified Mail

All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

ARTICLE 20 - DRUG FREE WORKPLACE

All employees, as a condition of employment, will comply with the St. Clair County Drug Free Workplace Policy, attached to this Agreement as Appendix C and D. The administration of the Employer's drug policy shall be as outlined in the Employee Handbook as of the signing of this Agreement; however, this in no way constitutes a waiver of the Employer's obligation to abide by the principles of corrective and progressive discipline, where applicable; nor does the Union waive its right to appeal any such discipline via the grievance/arbitration process set forth in Article 3. Appropriate levels of discipline will be determined based on the unique facts and circumstances that each separate case presents.

SIGNATURE PAGE

IN WITNESS WHEREOF, the par	ties hereto have affixed their signatures this
day of, 2022	•
FOR THE EMPLOYER:	FOR THE UNION:
Chairman, St. Clair County Board	Illinois FOP Labor Council
Employer, St. Clair County	Negotiator
Attest (Seal)	Negotiator

ADDENDUM - WAGES

As of January 1, 2022, the base wage for employees shall be \$27.27 per hour.

As of January 1, 2023, the base wage for employees shall be \$27.82 per hour.

As of January 1, 2024, the base wage for employees shall be \$28.38 per hour.

Retroactivity shall apply to all current and former St. Clair County CENCOM employees for all hours paid since January 1, 2022.

Shift Leader Compensation

All employees designated as Shift Leaders shall be paid an additional \$0.36/hr. for all hours in paid status, in compensation for their additional assigned duties.

APPENDIX A - GRIEVANCE FORM

ST. CLAIR COUNTY EMPLOYER'S DEPARTMENT GRIEVANCE FORM

Employee:	Date:				
Grievance Level: (Circle One)	I. Immediate Supervisor		ommunications Officer	III. Department Head	IV. Labor Mgmt Committee
Grievance Presen	ted To:				
				ach all documents p filings and decisions	ertaining to this matter on this matter)
RELIEF REQUE	STED:				
Signature of Emp	loyee Submittin	g Griev	ance:		
DECISION AND	SUPPORT OF	DECIS	ION:		
DECISION ISSU	ED BY:			DAT	E:

This decision shall be returned to the employee presenting the grievance.

APPENDIX B - DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCK TOWER DRIVE SPRINGFIELD, ILLINOIS 62704

I,	•	understand	that	under	the	U.S.
Constitution I have a right not to belong to a union. By	my sig	nature I here	by wai	ve this ri	ight ar	ıd opt
to join the IL FOP Labor Council.						
I,	, hereby	authorize r	ny emp	oloyer, <u>t</u> l	he St.	Clair
County Employer/County of St. Clair, Illinois (CENC	<u>COM)</u> , t	o deduct fro	om my	wages t	he un	iform
amount of monthly dues set by the Illinois Fraternal	Order o	of Police La	bor Co	uncil, fo	or exp	enses
connected with the cost of negotiating and maintaining	g the co	llective barg	aining	agreeme	ent bei	ween
the parties and to remit such dues to the Illinois Fraterna	ıl Order	of Police La	bor Co	uncil as	it may	from
time to time direct. (In addition, I authorize my Employe	er name	d hereinabov	e to dec	duct fron	n my v	vages
any back dues owed to the Illinois Fraternal Order of	of Police	e Labor Cou	uncil fr	om the	date c	of my
employment, in such manner as it so directs.)						
Date: Signed:						
Address:						
City:						
State:		Zip:				
Telephone:						
Personal E-mail	l:					
Employment Start Date:						
Title:						
Employer, please remit all dues deductions to:						
Illinois Fraternal Order of Police Labor Council Attn: Accounting 974 Clock Tower Drive Springfield, Illinois 62704						

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX C - ST. CLAIR COUNTY DRUG FREE WORKPLACE POLICY

PHILOSOPHY

Drug abuse affects all aspects of our lives - it threatens the workplace as well as the home, the school, and the community. St. Clair County must take a firm stance against illicit drug use. The use of drugs, which term for the purposes of this policy shall include alcohol in the workplace, is unacceptable since it can adversely affect health, safety, and productivity, as well as public confidence and trust. When drug use and/or involvement interferes with an employee's efficient and safe performance of work responsibilities and/or reduces the employee's dependability and accountability, it creates a problem for the whole organization.

Drug abuse inflicts notable human expense. Personal tragedies, feelings of anxiety and depression, and diminishing coping skills are reflected on an individual level. Dysfunctional and strained relationships mark the heavy burden felt by the families of the drug and alcohol abuser.

The cost of drug abuse, both on a personal and organizational level, is unacceptable. The rising incidence in substance abuse makes it imperative that St. Clair County combat this issue by implementing a zero tolerance policy of drug use in the workplace.

DRUG FREE WORKPLACE STATEMENT

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the workplace. Controlled substance means a controlled substance as defined in the Illinois Controlled Substances Act or cannabis as defined in the Cannabis Control Act. Disciplinary action, up to and including dismissal can be taken against employees for drug violations.

All employees will, as a condition of employment:

- 1. Agree not to manufacture, distribute, dispense, or possess controlled substances or alcohol in the workplace.
- 2. Notify their respective Elected official/Department Head of any arrest or conviction of any local, state or federal criminal drug statute no later than twenty-four (24) hours after such arrest or conviction.
- 3. Abide by the conditions set forth in this statement.

VIOLATIONS

- 1. Employees are subject to discipline, including discharge for violation of the above policy.
- 2. Require the satisfactory participation and completion of a State licensed drug rehabilitation program, as sanctioned by the employer.
- 3. St. Clair County will notify the appropriate State Agency from which grant funds were received of the employee's conviction within ten (10) days after receiving notice from an employee of any criminal drug statute conviction for a violation in the workplace.

EMPLOYEE ASSISTANCE

Referral information for behavioral health and substance abuse treatment services is available by contacting the Mental Health Board at 277-6022.

EDUCATION

St. Clair County will provide educational information to all employees regarding the dangers of drug abuse in the workplace.

ADDITIONAL PROVISIONS

There is no requirement by the employer to keep an employee on active employment status who is receiving rehabilitative treatment if it is determined that the employee's current use of drugs prevents the individual from performing work related duties or whose continuance on active status could constitute a threat to the property and/or safety of others. The employee shall pay for all costs of rehabilitation. The employee may use accumulated paid leave, or take unpaid leave pending treatment, at the discretion of the employer, and so long as the employee advised the Elected Official/Department Head of use or abuse of drugs prior to occurrence of reasonable suspicion.

I,	, have received, read, and understand both the
Clair County Drug Free Workplace Policy	and the St. Clair County Sexual Harassment Policy
Signature	Date

St.

This form is to be retained by the Personnel Department.

APPENDIX D

EMPLOYEE NOTIFICATION OF PERSONNEL CODE AND DRUG FREE WORKPLACE POLICY, SEXUAL HARASSMENT POLICY AND DISCLAIMER OF EMPLOYMENT

The Personnel Code of St. Clair County is not intended to create any employment relationship with any employees that is contractual in nature. All employees of St. Clair County are employed at the will of the County of St. Clair, and employees can be terminated at will. All employment policies of St. Clair County are subject to change without notice and/or approval of any employee. Any and all discipline and/or discharge procedures contained in the Personnel Code are illustrative in nature, and only provide examples of the manner in which employees may be disciplined or terminated. Any and all such procedures are not meant to be the sole or exclusive way in which discipline or discharge could occur.

By signing this disclaimer, the employee understands that the employment relationship between the employee and St. Clair County is NOT contractual in nature; that employment can be terminated at the will of St. Clair County, that all employment policies are subject to change without notice and/or approval of the employee; and that any and all discipline and/or discharge procedures contained in the Personnel Code are merely illustrative in nature, and are not meant to be the sole or exclusive manner in which discipline and/or discharge could occur.

The employee further understands that all employees covered through the St. Clair County Sheriff's Department Merit Commission are exempt from this Code as to hiring, promotion, discipline, or dismissal, but are otherwise covered by this Code.

I have been given a copy of the St. Clair County Personnel Code, originally adopted February 25, 1991, revised by the County Board on November 25, 2002, and effective December 1, 2002, and revised by the County Board on September 24, 2007, and effective October 1, 2007.

I understand that contained within the Personnel Code is the St. Clair Drug Free Workplace Policy and St. Clair County Sexual Harassment Policy. I have read and understood the St. Clair County Drug Free Workplace Policy. I have read and understood the St. Clair County Sexual Harassment Policy and agree to abide by its terms and conditions.

Name				
Date				
This form	is to be retain	ned by the P	ersonnel Dep	artment.

AGREEMENT

Between

LABORER'S LOCAL #100

And

ST. CLAIR COUNTY HEALTH DEPARTMENT

Effective

January 1, 2022 — December 31, 2024

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AGREEMENT

between.

St. Clair County

and

Laborer's International Union of North America, AFL-CIG, Local Union 100

PREAMBLE

This Agreement entered into by St. Clair County and the St. Clair County Health Department, Illinois, hereinafter referred to as "EMPLOYER" (or "DEPARTMENT"), and Laborer's International Union of North America, AFL-CIG, Local Union 100 hereinafter referred to as "UNION," supersedes and cancels any and all previous agreements, whether written or verbal, between Employer and Union or any individual, and concludes all collective bargaining negotiations for the term of this Agreement, except as specifically provided herein.

Employer and Union mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees in the St. Clair County Health Department; and to provide for prompt and fair settlement of grievances without any work stoppages which interfere with the operation of the St. Clair County Health Department. It is Employer's and Union's desire to provide the people of St. Clair County, Illinois, with the highest-quality service by mutual agreement through good-faith negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of Employer's exercise of its rights as set forth herein on salaries, fringe benefits, or terms and conditions of employment.

ARTICLE 1

RECOGNITION

Section 1.01 As a result of an election conducted by the Labor Relations Board on September 11, 1998, Employer recognizes the Union as the sole and exclusive bargaining agent for wages, hours, and working conditions for all full-time and part-time professional employees as identified as per Illinois State Labor Relations Board Certification Case No. SRC-98-102 dated September 21, 1998 as amended from time to time by Employer. Any new positions that are created by Employer that are appropriate for inclusion in the unit will be identified to Union with an intended rate of pay upon their creation. Thereafter, if Union requests negotiation concerning their inclusion and rate of pay, Union shall notify Employer of its desire to negotiate the rate of pay within ten (10) days of receipt of Employer's notification.

<u>Section 1.02</u> It is understood that wherever in this Agreement employees or jobs are referred to in the masculine or feminine gender, it shall be recognized as referring to both male and female employees.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.01 Union recognizes that Employer possesses the sole and exclusive right to operate and direct employees in all aspects, including, but not limited to, all rights and authority granted by law or exercised by Employer, except as modified in this Agreement. Except as otherwise expressly stated herein, the policies of Employer are not to be considered a part of this Agreement. The rights and authority of Employer include, but are not limited to:

- a. The right to determine its mission, policies and to set forth all standards of service offered to the public;
- b. To plan, direct, control, assign, and determine the operations or services to be conducted by employees;

- c. To determine the methods, means and number of personnel needed to carry out the mission of Employer;
- d. To direct the entire working force of Employer, including the establishment of work standards;
- e. To select, hire, schedule, assign, and evaluate work, and to transfer employees within the Department, its various sections, and any of its operations;
- f. To evaluate, test, promote, or demote employees and to set the criteria therefore;
- g. To suspend, discipline or discharge employees for just cause;
- h. To layoff or relieve employees;
- i. To make, publish, and enforce rules and regulations, changes in which shall be subject to impact bargaining;
- j. To introduce new or improved methods, equipment, or facilities;
- k. To contract out for goods and services.

Employer has the sole authority to determine its purpose and mission and amount of budget.

Section 2.02 - Other Employment Any and all employees covered by this Agreement who perform work for an entity other than Employer shall seek prior approval for such employment from Employer. Approval shall not be unreasonably denied.

An employee shall be required to show proof of liability insurance for any and all employment with any entity other than Employer. Any employee working for any entity other than Employer will hold Employer harmless against any and all claims, demands, suits, judgments (monetary or otherwise) or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by an entity other than Employer, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute, a conflict of interest with employment for Employer. Should an employee's employment by an entity other than Employer violate the terms of this Section,

either the employee will immediately terminate employment with the other, entity(ies) or his/her employment by Employer shall be terminated.

Section 2.03 - Civil Emergency Conditions If, at the sole discretion of Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to civil disorders, tornado conditions, floods or other similar catastrophe, the provisions of this Agreement may be suspended by Employer during the time of declared emergency. Employer shall make every reasonable effort to re-establish normal operations as soon as possible.

Section 2.04 - Contracting Out Employer reserves the right to contract out any work it deems necessary. The exercise of such right shall not be subject to impact bargaining nor to the grievance procedure provided for in this Agreement.

ARTICLE 3 UNION SECURITY

Section 3.01 - Dues Deduction Upon receipt of a written, signed authorization form from an employee, Employer will deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deduction monthly to Union, at the address designated by Union in accordance with the laws of the State of Illinois. Union shall advise Employer of any increases in dues, in writing, at least thirty (30) days prior to the effective date of such increase(s).

Section 3.02 - Dues With respect to any employee on whose behalf Employer receives written authorization in a form agreed upon by Union and Employer, Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to Employer by Union. Authorization for such deduction shall be in compliance with Union's Constitution.

Section 3.04 - Indemnity Union hereby indemnifies and agrees to save Employer harmless against any and all claims, demands, judgments, suits or other forms of liability, monetary or otherwise, that may arise out of, or by reason of, any action taken by Employer for the purpose of complying with the provisions of this Article.

ARTICLE 4

HOURS OF WORK/OVERTIME

This Article defines the normal hours of work and provides the basis for calculation of overtime. Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year, except as provided in Section 4.02. This Article is not intended to establish a right to compensation in any form for time not worked unless expressly provided for in this Article.

Section 4.01 Work Week The work week for full-time employees shall consist of thirty-seven and one-half (37.5) hours normally between 8:00 a.m. and 4:00 p.m. Monday through Friday. This is not intended to interfere with allowing employees to use "Flex-time" unless mutually agreed upon. Because of the unique services provided by the Department the schedule and work week can be modified by Employer and will notify Union as far in advance as possible.

Section 4.02 - Premium Compensation Overtime Rate Premium Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the appropriate supervisor. Employer shall have the right to require overtime work. Employees will be given first preference for overtime in accordance with their seniority subject to their relatively equal skill and ability to perform the work without further training. Only when skill and ability are relatively equal in the opinion of the Health Department and the senior employee is immediately capable of efficiently performing the work expected to be available shall seniority govern. The least senior employee will be required to work assigned overtime. Employer waiver of required overtime will not be unreasonably denied if an employee has a personal emergency that precludes their availability to work assigned overtime.

Overtime will be compensated at the rate of one and one-half (1½) times the regular, straight-time, base rate of compensation; except for overtime worked on Sunday, which will be compensated at the rate of two (2) times the regular, straight-time, base rate of compensation. No fringe benefits, other than those required by law, shall accrue due to overtime or other premium-compensated hours worked.

Overtime compensation for employees will be given for all work performed in excess of the 40 hours per week when such time is required to be worked by the Employer. In any and all cases, overtime compensation will be based on hours worked. For the purposes of this Agreement, "hours worked" shall mean hours actually worked and shall not include vacation, sick-leave time, holiday time nor any other non-work time, as stated in the Fair Labor Standards Act.

<u>Section 4.03 - No Pyramiding</u> Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

<u>Section 4.04 - Meal Periods</u> Employees shall be entitled to an unpaid one-half-hour lunch period at or near the middle of their shift.

Section 4.05 - Rest Breaks Employees shall have scheduled a fifteen (15) minute break during each half shift of at least four (4) hours that meets the need of the Department. Breaks shall not be scheduled at the beginning or end of a shift. Breaks may not be accumulated for use during another shift or added to the lunch period.

Section 4.06 - Compensatory Time Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 4.02 (Overtime Rate Premium) of this Agreement. The use and scheduling of compensatory time must be applied for and approved in advance by Employer. Upon approval, compensatory time employees may elect to take any equivalent of one and one-half (1½) times the number of overtime hours worked (excluding holidays) as time with pay. Employees can carry a maximum of 80 hours of compensatory time to be used by July 1st of the following year. Employer may limit the number of employees who can use compensatory time at the same time. Compensatory time off will not be taken in increments of less than fifteen (15) minutes.

Employer reserves the right to buyout unused compensatory time in the form of cash; however, compensatory time may be granted in lieu of overtime cash payment at the discretion of Employer.

In the event of termination, an employee's employment with Employer shall not be extended by any or all amounts of compensatory or other leave time accrued. Upon separation of employment with Employer, an employee will be compensated in the form of cash for all unused compensatory and leave time earned.

ARTICLE 5 HOLIDAYS

<u>Section 5.01 - Designated Holidays</u> The following shall be paid holidays for all eligible employees:

New Year's Day
Martin Luther King's Birthday
President's Day
Spring Holiday
Memorial Day
Independence Day
Labor Day

General Election Day (in
even-numbered years only)
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

Dates for said holidays shall be designated by the St. Clair County Board.

Section 5.02 – Eligibility Requirements Only regular full-time employees shall be eligible for holiday pay. In order to be eligible for holiday pay, an employee shall work his/her last scheduled workday immediately preceding the holiday and the first scheduled workday immediately after the holiday, unless on paid leave which has been previously approved by Employer in writing; or unless on sick leave, provided the employee complies with the provisions of Section 7.05 (Certification of Sick Leave) of this Agreement.

Section 5.03 - Holiday Pay

Unworked Holiday Pay If a designated holiday falls on a workday in the employee's assigned workweek, the employee will receive holiday pay computed at his/her straight-time hourly rate for the same number of hours as other workdays occurring in said workweek. If the holiday falls on a workday outside the employee's assigned workweek, the employee will receive seven and one-half (7½) hour's pay computed at his/her straight-time hourly rate.

Worked Holiday Pay Employees who work on any of the holidays listed above shall be paid time and one-half for all hours worked in addition to unworked holiday pay as provided above.

ARTICLE 6

VACATION LEAVE

Section 6.01 - Eligibility Only regular full-time employees shall earn paid vacation leave. Employees shall be eligible to take vacation leave after one year's continuous employment with the Department. No employee on a leave of absence shall earn vacation leave except when the leave is for the purpose of accepting a temporary working assignment in another department of the Employer.

Section 6.02 - Accumulation Rate Eligible employees will accumulate vacation-leave time in accordance with Schedule A dependent upon employee's last date of hire with Employer. Only one rate of accrual shall apply to anyone employee (i.e., 75, 112.5 or 150 hours per year)

Schedule A

- from date of hire until completion of 5 years of continuous service: seventy-five (75) hours per year;
- from completion of 5 years of continuous service: one hundred twelve and one-half (112.5) hours per year;
- from completion of 12 years of continuous service: one hundred fifty (150) hours per year.

That is, eligible employees will accumulate 75 hours of vacation leave for each year of continuous service during the first five (5) years; 112.5 hours of vacation leave for each year of continuous service beginning with the sixth (6th) year of continuous service; 150 hours of vacation leave for each year of continuous service beginning with the thirteenth (13th) year of continuous service. Only one rate of accrual shall apply to anyone employee.

Vacation will be pro rated according to the employee's annual rate. That is, if an employee is accruing 75 hours vacation annually, vacation shall be credited to employee at the rate of six and one-fourth (6.25) hours per month completed; if accruing 112.5 hours vacation annually, vacation shall accrue at the rate of 9.375 hours per month; if accruing 150 hours annually, vacation shall accrue at the rate of twelve and one-half (12.5) hours per month.

Section 6.03 - Request for Vacation In order to assure the efficient, orderly performance and continuity of services by employees, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible. In order to better assure that their vacation may be scheduled when they want to take leave, employees should, as set forth in the next Section, actually request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of Employer, in accordance with the next Section, unless it is determined that such absence would affect and interfere with the orderly performance and continuity of Employer services.

Section 6.04 - Scheduling Vacations Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary, at the sole discretion of Employer, to limit the number of, or prohibit any, employees taking vacations during a particular period or at the same time. Limitations on the number of employees allowed to take vacation at anyone time by Employer will not be subject to the grievance procedure in this Agreement.

The following procedure will be used in scheduling vacations and resolving conflicts which may arise due to vacation scheduling:

Requests for vacation which are submitted during the month of December immediately preceding the calendar year in which they are to be taken will be processed giving preference to an employee's seniority, with those employees having greater seniority receiving the highest preference.

Requests for vacation which are submitted during the actual calendar year will be processed giving preference to the order in which the vacation requests are received, with those received first having first priority. In the event requests are received at the same time for the same vacation period, then seniority will be the determining factor.

<u>Section 6.05 - Vacation Cancellation</u> In the case of an emergency as determined by Employer, Employer may cancel and reschedule any or all approved vacation leaves. In the event of such cancellations, cancellation and rescheduling will be accomplished based upon and consistent

with the priority which was established for each vacation leave request in accordance with the Section 6.04.

Section 6.06 - Holidays during Vacation Leave If a holiday designated in Article 5 of this Agreement occurs during an employee's approved vacation leave, the holiday shall be considered as a paid holiday and shall not be deducted from the employee's accrued vacation leave.

Section 6.07 - Usage Once earned, vacation leave must be used within twelve months. However, an employee may carry over from one year to the next a maximum of eighty (80) hours of accumulated vacation leave. Vacation leave shall not be requested, approved, nor taken in increments of less than 15 minutes unless otherwise mutually agreed by Employer and Employee.

Section 6.08 - Vacation Pay The rate of vacation pay shall be the employee's regular straight time, hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Termination of Employment: Any and all employees whose employment with Employer terminates, for any reason whatsoever, and who have accrued vacation, will receive cash in lieu of vacation leave as part of their final pay, based upon their regular, straight-time, hourly rate of pay in effect at the time of termination. Should termination be caused by the death of an employee, the legal heir(s) of said employee will be entitled to receive payment for that vacation to which the employee was entitled; provided said heir(s) document in writing to Employer their status as the employee's legal heir(s).

ARTICLE 7 SICK LEAVE

Section 7.01 - Sick Leave Accumulation All full-time employees shall accumulate sick leave at the rate of two-thirds (2/3) day for each month's service. Sick leave may be used for illness, disability, injury, quarantine, appointments with doctors, dentists, or other professional practitioners, of the employee or a member of the employee's immediate family who is dependent upon employee. The term "who is dependent upon employee" means financial

dependence in a live-in arrangement or disabled immediate family member who relies solely on employee to receive medical attention. Upon approval of the Employer, up to three (3) days of sick leave may also be used for the death of a member of the employee's immediate family. For deaths, sick leave is tied only to "immediate family". Employees may be granted up to three days (3) of Leave Without Pay if they do not have accumulated sick leave or benefit time. Employees shall be allowed to carry over from year to year any unused sick leave accumulating to a maximum of thirty-six (36) days. At retirement any yearly carryover of unused sick leave plus any sick leave in excess of thirty-six (36) days may be used for contribution to Illinois Municipal Retirement Fund, in accordance with IMRF Rules and Regulations.

Section 7.02 - Eligibility Requirements Sick leave shall not be used for purposes of an extended vacation, weekend or holiday. Sick leave cannot be used as a substitute for vacation leave. Employees will be granted sick leave only after completing a minimum of twenty-five (25) work days of actual employment. Sick leave must be accrued before it may be used. Otherwise, time off shall be charged to the employee's accrued vacation leave time, or at the option of the Department Head, shall be taken as leave without pay. Sick days are accrued during probation. Sick time will be deducted for no less than one hour. No sick leave in excess of three (3) consecutive days shall be authorized unless approved by the Department Head. The Department Head shall establish notification requirements for taking sick leave. If an employee takes three (3) consecutive days of sick leave, the employee shall be considered to have a serious health condition, and all sick leave taken thereafter shall be considered taken for the purposes of the Family and Medical Leave Act.

The Department, at its sole discretion, may demand a physician's written statement releasing an employee to assume full activities within their position responsibilities if:

- 1. Employee returns to work after prolonged illness of three consecutive days or more;
- 2. Upon returning to work from an extended leave of absence;
- 3. After the employee has a potentially disabling illness, injury or condition; or
- 4. Upon returning to work after a diagnosed communicable disease.

Employees shall not accrue sick leave for any pay period during which they are on layoff or during leaves other than paid sick or vacation leaves.

Section 7.03 - Sick-leave Pay The rate of sick leave pay shall be the employee's regular, straighttime, hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

Section 7.04 - Sick-leave Notification It is the responsibility of each employee requesting paid sick leave to notify their immediate supervisor. Employees who are requesting paid sick leave shall notify or cause notification to be made to their supervisor or designated person within one (1) hour before the time specified for the beginning of their workday.

In the event no sick-leave notification is made in accordance with this Section, the employee's absence shall be considered and handled as an absence without pay, unless the employee can later substantiate and document, to the sole satisfaction of Employer, that it was impossible to make or cause such notification to be made.

Sick-leave notification must be made for each workday that sick leave is being requested, unless this requirement is expressly waived by Employer.

Section 7.05 - Certification of Sick Leave If Employer has reason to believe that an employee is abusing sick leave, it may require employee to furnish a physician's statement certifying that the absence from work complied with Section 7.02, and that the employee is fit to return to work and assume his/her normal and customary duties. In order to receive sick-leave pay, said statement shall be submitted at the time the employee returns to work, or if certification is not requested until after the employee has returned to work, then within two (2) work days from the date requested.

In any case, when sick leave is used for three (3) or more consecutive work-days, or for a scheduled workday immediately before or after a holiday or vacation, a physician's certificate may, at the sole discretion of the Department, be required before employee returns to work.

If an employee has received sick leave contrary to the provisions of this Agreement, or through any misrepresentation(s) made by the employee or others on the employee's behalf, he/she shall reimburse Employer in an amount equal to the sick-leave pay so received, and said employee is subject to discipline including discharge.

<u>Section 7.06 - Minimum Increments</u> Sick leave shall be taken in increments of one or more hours.

ARTICLE 8

LEAVES

Section 8.01 - Request for Leave An employee, upon written request and with the approval of Department Head may be granted a leave without pay subject to prior approval by the St. Clair County Board. A written request must include a statement of the employee's intended use of the: leave and the date he/she shall return from leave. A leave is defined as a period of time up to, but not exceeding, six (6) calendar months duration. A leave may be granted or extended by the St. Clair County Board at its sole discretion, and approval or denial shall not be subject to the grievance procedure.

With the exception of paid leaves as defined below in this Article, no vacation, sick leave, holiday nor any other benefits shall accrue during a leave of absence nor other absence from work during which the regular rate of pay is not accruing. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued sick leave or vacation will not be granted during the time of leave.

Section 8.02 - Return from Leave As a condition of any unpaid leave being granted, the employee shall be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which he/she has been employed.

Failure by an employee to return from an approved leave after the expiration date shall constitute a resignation by the employee from employment with Employer.

Section 8.03 - Leave of Absence The following shall be considered a paid leave:

1. <u>Jury Duty</u> An employee called for jury duty shall be allowed a jury leave with pay for such purpose. Upon receiving the sum paid for jury service, the employee shall submit the warrant, or its equivalent, to his/her supervisor to be returned to the fund from which the original payroll warrant was drawn.

Jury leave, as used herein, shall be defined as required reporting for jury duty when summoned until excused for the day. If an employee is called for jury duty, he/she

shall notify his/her supervisor on the next working day after he/she, receives the notice for duty.

- Maternity Pregnancy shall be considered the same as any short-term disability, and
 request for pregnancy leave shall be made through the disability leave clause. Request
 for parental leave following childbirth shall be made through the LEAVE OF
 ABSENCE clause Family and Medical Leave Act.
- 3. Military Any full-time or part-time employee who is a member of a Reserve component of the Armed Service, the Illinois National Guard, or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions thereof without pay as may be necessary for the employees to fulfill the military reserve obligation. Such leaves will be granted without loss of length of service or other accrued benefits.

In case of an emergency call up (or order to state active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of length of service or other accrued benefits.

Military earnings during the military reserve obligation or for the emergency call must be submitted and assigned to St. Clair County, and the County shall return it to the payroll fund from which the employee's payroll check was drawn. If the military pay exceeds the employee's earning for the period, St. Clair County shall return the difference to the employee.

To be eligible for military reserve leave or emergency call up pay, the employee must provide St. Clair County with a certificate from the commanding officer of the employee's unit that the leave taken was for either such purpose.

Full-time employees entering into military service as a result of voluntary enlistment, induction into the service by draft, or conscription will be afforded all of the privileges provided by the Illinois Revised Statutes, Chapter 126-1/2, Section 29 et seq and Federal statutes as applicable.

- 4. Witness An employee shall be excused from work when lawfully subpoenaed to serve as a witness. The employee must present written proof of the summons to testify to qualify for an excused absence. Notice to employee's supervisor should be made in advance of appearing in court. An employee's excused absence from work shall be on an unpaid basis, unless the employee's witness activity is work related and the witness activity is requested by the County. The employee shall turn over to the County any witness fee when the employee's witness activity is work related.
- 5. County Disability Leave To be eligible for County Disability Leave, the employee must submit to the Personnel Department a medical opinion that the employee cannot work in his normal job position. Employees are not eligible for disability benefits until they have been, employed at least one year. Employees may be required to use their accrued sick, vacation and compensatory time to continue regular wages.
 - Employees must submit a letter requesting disability leave to their immediate supervisor within a reasonable amount of time before disability leave is taken. Upon return to work, employees must submit a release statement from their physician to the Department Head. If the Department Head has reason to believe that the employee is unable to perform the normal duties or the employee is able to perform duties and is still absent, they may seek and rely upon the decision of an impartial physician. The Department Head will select a physician who is not a County employee to act as an impartial physician.
- 6. Educational Leave The Department Head may grant an employee an educational leave of absence for the purpose of engaging in a training course. No educational leave may be granted unless in the judgment of the Department Head the training course would benefit the County by improving the employee's qualifications to perform the duties of the employee's position or by qualifying the employee for advancement in rank or grade to another position in the County service. Employee shall receive his regular pay during an educational leave of absence for training courses when so authorized by the Department Head.

Employee may request an educational leave without pay to seek further professional training in specialty fields. Such leaves may be up to ten months in duration and requires the approval of the Department Head. An employee on educational leave without pay does not accrue vacation or sick leave credit for the period of leave. When ready to return to work, the employee will be offered the first available fulltime position at the same job level the employee held prior to departing on educational leave without pay.

7. Family and Medical Leave Act An employee is eligible for a leave of absence through the Family and Medical Leave Act of 1993. In order to be eligible for leave, an employee must have worked for the employer at least twelve months and must have worked at least 1,250 hours over the previous twelve months prior to the leave. Eligible female and male employees are allowed up to twelve weeks of leave per twelve month period following the birth of a child, the placement of a child for adoption or foster care, or the serious health condition of the employee or an immediate family member (defined for purposes of this Family and Medical Leave Act situation as including the employee's child, spouse or parent). The leave for birth or placement must take place within twelve months of the birth or placement of the child. The employee's leave shall be unpaid. The employer may require the use of accumulated sick leave and/or vacation leave or the employee may, upon approval of the employer, use accumulated sick leave and/or vacation leave. Sick leave can be used only to extent that it would otherwise be available during the leave, St. Clair County shall continue to provide coverage under its group health plan, with the employee continuing to pay his or her regular health insurance contributions. Following return upon leave, the employee shall be returned to a position with equivalent pay, benefits and other terms and conditions of employment.

Any accumulated sick leave, vacation leave and/or short term or long term disability leave used by the employee for the birth of a child, placement of a child, or a serious health condition of the employee or of an immediate family member shall be considered taken for the purposes of the Family and Medical Leave Act. Any time off due to injury

or illness on the job or at work shall also be considered taken for purposes of the Family and Medical Leave Act. If an employee takes three (3) consecutive days of sick leave, the employee shall be considered to have a serious health condition, and all sick leave taken thereafter shall be considered taken for the purposes of the Family and Medical Leave Act.

Section 8.04 - Special Leave All full-time and part-time employees who have completed one (1) full year of continuous service may request a special leave. Special leave will only be granted for personal reasons, and must be approved by employee's Department Head. Special leave shall be granted without pay. The period for special leave shall not exceed six (6) months. An extension may be granted up to a maximum of six (6) months for a total of one (1) year. In order to continue to receive medical and insurance benefits during a special leave, the employee shall contribute both the employee and the employer's share of IMRF and insurance costs.

Length of service or benefits shall not accrue or accumulate during a special leave. A person either hired or promoted to fill the position vacated by the person on leave shall be considered in that position temporarily and shall relinquish it upon the employee's return.

If a special leave is approved by the County Board, coverage under Illinois Municipal Retirement Fund may be maintained pursuant to IMRF rules and regulations.

Section 8.05 - Funeral Leave In the event of a death of a member of an employee's immediate family, upon approval of the employer, up to three days of sick leave, vacation leave or compensatory time may be used for the death of a member of the employee's immediate family. If the employee does not have sick/vacation leave or compensatory time available, unpaid time off (up to three days) may be granted for funeral leave. Immediate family includes spouse, partner in a civil union, child, step-child, parents, brother, sister, grandparents, grandchildren, and current mother-in-law, father-in-law, daughter-in-law, and son-in-law. The Employer may require evidence, including death and funeral verification, to substantiate that such leave days were used for the purposes set forth herein.

Funeral leave will be allowable as sick leave in accordance with the County's policies governing the use of sick leave.

ARTICLE 9

INSURANCE

Section 9.01 - Medical and Dental Insurance Employer agrees to provide health insurance consistent with the county-wide insurance plan. Employee contributions toward the cost of the insurance plan will be consistent with county-wide policies and practices. Employer reserves the sole and exclusive right to make any changes or modifications to its health insurance policy(ies)

The failure of any insurance carrier(s) to provide any benefit for which Employer has contracted, through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies, shall result in no liability to Employer or to Union, and coverage. Any and all changes by Employer in health insurance benefits will not be subject to impact bargaining nor shall such failure be considered a breach by Employer or Union of any obligation undertaken under this or any other agreement.

A difference between an employee (or his/her beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in this or any other agreement between Employer and Union.

Section 9.02 - Life Insurance All full-time employees are covered by life insurance and, accidental death and dismemberment policy. Regular part-time employees will have life insurance in an amount equal to their last annual full year's pay amount applied to them with the premium paid by the County. A manual is provided to employees at the time of hiring which further explains the policy. The manual is obtained from the Insurance Department of St. Clair County. Any and all changes by employee in life insurance benefits will not be subject to impact bargaining.

Section 9.03 - Liability Insurance The County will indemnify professional nurses from liability or will provide professional liability insurance for the nurses employed by the Health Department and pay the premiums in behalf of the employees. It is recognized that the County will be the sole determiner of the amounts of coverage, the conditions of coverage and all issues related to the professional liability insurance provided. The Union and employees agree that the providing of such coverage is at the sole discretion of the County and the Health Department and

that to obtain such coverage the Union and employees waive any right to participate except to be the protected persons for the designated nurses.

ARTICLE 10

GRIEVANCE PROCEDURE

<u>Section 10.01 - Definition</u> A grievance is described as a complaint by an employee covered by this Agreement concerning the application or interpretation of this Agreement to the affected employee's personal circumstances as covered by this Agreement, but it shall not include any allegation or other exclusions as noted in the relevant Articles of this Agreement, provided the employee files the complaint in a timely manner and advances any denied claim in a timely manner to the proper official of Employer.

<u>Section 10.02</u> The following steps shall apply to any grievance:

Step 1. An affected employee shall file a grievance within seven (7) working days of the occurrence giving rise to the grievance. The complaint shall be filed in writing with the employee's immediate supervisor. The supervisor shall meet with the employee within three (3) working days of receiving the grievance to discuss the issues related to the grievance and shall issue a written decision to the employee with a copy to the union within three (3) working days of the meeting.

Step 2. An employee who is not satisfied with the Step 1 decision may appeal the decision by filing an appeal in writing with the Division Director within five (5) working days after the decision in Step 1 was issued or if no decision is issued within five (5) working days of when the decision was due. The Division Director shall meet with the employee and the steward within three (3) working days of receiving the grievance to discuss the issues related to the grievance and shall issue a written decision to the employee with a copy to the Union within five (5) working days of the meeting.

Step 3. An employee who is not satisfied with the Step 2 decision may appeal the decision by filing an appeal in writing with the Department Head within five (5) days after the decision in Step 2 was issued or if no decision is issued within five (5) days of when the decision was due. The Department Head shall meet with the employee and the union business manager or steward within five (5) days of receiving the grievance to

discuss the issues related to the grievance and shall issue a written decision to the employee with a copy to the union within five (5) days of the meeting.

Step 4. If Union is not satisfied with the Step 3 decision, it may appeal the decision by filing an appeal in writing with the Employer Board within five (5) days after the decision in Step 3 was issued or if no decision is issued within five (5) days of when the decision was due. The Board or a representative committee of the Board shall meet with the employee and the Union business manager or steward within ten (10) days of receiving the grievance to discuss the issues related to the grievance and the Board shall issue a written decision to the employee with a copy to the union within ten (10) days of the meeting or the day after the Board's next regular meeting whichever occurs later.

Section 10.03 Arbitration If the grievance is not settled at Step 4, the matter may be submitted by Union to arbitration within fifteen (15) days after receipt of the written decision in Step 4 or within fifteen (15) working days after the date when such decision was due. Within fifteen (15) working days after the matter has been submitted to arbitration and the list of arbitrators received by the parties, the parties shall select an arbitrator from the list of arbitrators received from either the American Arbitration Association or the FMCS Arbitration Service.

If the parties are unable to agree on an arbitrator within the ten (10) day period, either party may seek a second list of arbitrators from which to make a selection. Each party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list by alternate strikes by Employer and Union. Employer and Union shall take turns as to the first strike.

The person whose name remains on the list after the strikes have been made shall be the arbitrator to hear the matter. The arbitrator shall be notified of selection by letter from Employer and Union. The letter shall request the arbitrator to set a time and place for the arbitration subject to the availability of representatives of Employer and Union. To the extent possible, the parties shall submit a joint statement of issue(s) to the arbitrator as a part of the letter notifying the arbitrator of selection.

The cost of the arbitrator's services and expenses and the costs associated with the location of the arbitration shall be split equally between the parties. Each party shall bear its own expenses of the arbitration including the expense of witnesses and all other related costs.

An arbitrator has no authority to determine arbitrability in any case without the specific written approval of both parties prior to the arbitrator being requested to decide arbitrability. There can be no unintentional waiver of the issue of arbitrability. Once a matter is determined to be arbitrable, the arbitrator has authority to hear the matter on the merits and to issue a decision.

The arbitrator shall be bound by the specific terms of this Agreement and shall not have any authority to render a decision inconsistent with the terms of this Agreement, nor shall the arbitrator alter, expand, modify, amend or otherwise change any part of this Agreement or confer rights or impose duties or obligations on either party that have not been specifically provided in this Agreement.

The decision of the arbitrator shall be final and binding on Employer and Union unless the arbitrator violates the authority provided to the arbitrator under this Agreement or unless conditions exist that permit appeal of the arbitration decision to the Illinois courts under the Uniform Arbitration Act.

Section 10.04 - Election of Procedures Any employee who pursues a grievance that is covered by this Agreement beyond Step 2 and who also utilizes other procedures outside of this Agreement to address the same concerns may be required by Employer to make an election of procedures before any relief may be granted for that employee by Union referring the matter to arbitration, provided that such requirement to elect procedures is consistent with current applicable law. An employee's election may be asserted as a complete and absolute defense to the use of any other procedure and relief that may be granted thereunder. Copies of such election of procedure received by Employer shall be provided to Union. Any employee who pursues a matter other than through the grievance procedure that requires Employer to answer the matter on the merits shall be deemed to have specifically waived all of employee's rights to grieve and for relief under this Agreement, including the right to arbitrate the issues. Employer will notify Union of an employee's use of another procedure as soon as practical.

Section 10.05 Subject Matter Only one (1) subject matter shall be covered in any grievance. A grievance shall contain a statement of the grievant's position, the Article(s) and Section(s) of this Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant and the date filed. The parties may agree to consolidate grievances for processing under this procedure.

Section 10.06 Time Limitations Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as resolved as of the last decision given.

Time limits may be extended by written agreement of the parties.

ARTICLE 11 <u>SEPARABILITY AND SAVINGS</u>

If any provision of this Agreement or any application thereof should be rendered unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 12 NO STRIKES/NO LOCKOUTS

During the term of this Agreement, neither Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of Employer.

During the term of this Agreement, neither Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Union agrees to notify all employees and officers of Union of their obligation and responsibility for maintaining compliance with this Article, including their responsibility, to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Employer may discharge or discipline any employee who violates this Article and any employee who fails to carry out his responsibilities under this Article, and Union will not resort to the Grievance Procedure of this Agreement on such employee's behalf.

ARTICLE 13

SENIORITY

For the purposes of this Agreement, "seniority" shall be defined as the length of continuous service by an employee within the bargaining unit of the St. Clair County Health Department since the employee's last date of hire within the Department. "County seniority" shall be defined as the length of continuous service by an employee on behalf of St. Clair County since the employee's last date of hire by the County.

In the event an employee from another County department becomes employed by the Department within the bargaining unit or a current Department employee assumes a position within the bargaining unit, he/she enters the bargaining unit as the employee with the least seniority.

Section 13.01 - Probationary Employment "Probationary employee" is defined as a full-time or part-time, nontemporary employee who has been employed by the Department for 180 calendar days of continuous service or less. Probationary employees shall not be covered by this Agreement. The 180 calendar days during which an employee is a probationary employee shall constitute an employee's probationary period.

It is understood and agreed that management reserves the right to discharge any employee.

An employee who does not successfully complete his/her probationary period of employment shall not be credited with, nor compensated for, vacation, sick leave or any other fringe benefits during his/her probationary period and said employee shall have no right of review or redress through the grievance procedure in this Agreement or any other forum.

<u>Section 13.02 - Review Period</u> Upon being promoted to a different position, an employee shall be subject to a ninety-day (90-day) review period before being considered as regularly assigned to the position; provided, however, that should an employee have successfully completed the

training required by Employer prior to being promoted to said position, then he/she will not be required to serve said review period.

Section 13.03 - Breaks in Continuous Service An employee's continuous service shall be broken by discharge, retirement or resignation from the St. Clair County Health Department or layoff of one calendar year or longer.

Section 13.04 - Layoffs If the Health Department determines that it is necessary to layoff employees, full-time employees will be given first preference in accordance with their seniority subject to their relatively equal skill and ability to perform the work without further training. Only when skill and ability are relatively equal in the opinion of the Health Department and the senior employee is immediately capable of efficiently performing the work expected to be available shall seniority govern. Part-time employees will be given second preference in accordance with their seniority subject to their relatively equal skill and ability to perform the work without further training. Only when skill and ability are relatively equal in the opinion of the Health Department and the senior employee is immediately capable of efficiently performing the work expected to be available shall seniority govern. Thirdly, probationary employees shall be laid off before applying the seniority policy herein provided, however, that if employees on layoff have been called and are not available or have not yet reported for work. Employees laid off shall have a one year call back according to seniority.

When an employee who would otherwise be laid off has greater seniority as well as relatively equal skill and ability as an employee in a lower classification and that senior employee is immediately capable of efficiently performing the work expected to be available in such lower classification, then such employee shall be offered the opportunity to replace the lower seniority employee in such lower classification and perform the work at the rate for such lower job classification. There shall be no upgrading in a layoff or recall.

However, employees on layoff status shall not be entitled to any accrual of seniority or benefits during layoff status, nor shall they be credited with service of continuous service for any period during which they are on layoff status.

<u>Section 13.05 - Promotions/Job Openings</u> "Promotion" is defined as the advancement of an employee to a higher-paying, bargaining-unit position. Promotion to a more desirable

bargaining-unit position shall be made for the employee who is most qualified. When two or more candidates are equally qualified, then the person with the most seniority will be promoted.

All bargaining-unit job openings which management intends to fill shall be posted on the Bulletin Board for five working days or until the position is filled. A sign-up sheet shall accompany the posting to allow interested employees to be considered for the position.

If the operational needs of the Department allow, transfers will be based on skills and seniority. Where two or more employees demonstrate equal skills, then seniority will prevail.

Section 13.06 - Temporary Transfers The Employer may temporarily transfer any employee from one job classification to another as is deemed necessary for the good of service of Employer. Employees temporarily transferred to higher rated work for five (5) or more days will be paid that rate for that period. Employees temporarily transferred to lower rated work will be paid either their regular or any applicable higher rate during such time periods. Any employee temporarily transferred shall retain rights to the employee's regular job unless employee successfully qualifies for promotion to another job. No probationary employee shall be transferred unless and until all qualified full-time and part-time employees have been given the opportunity to accept the temporary transfer.

ARTICLE 14 GENERAL PROVISIONS

<u>Section 14.01 - Definitions</u> For the purposes of this Agreement, the following terms are defined as follows:

"Regular Employee" shall be defined as a full-time, no probationary employee, other than a temporary employee.

"Part-time Employee" shall be defined as employees scheduled to work less than 37.5 hours per week on a continuous basis.

"Temporary Employee" shall be defined as an employee hired to work not more than ninety (90) calendar days. Temporary employees shall not be covered by this Agreement.

"Employee" shall be defined as a member of the bargaining unit covered by this Agreement.

<u>Section 14.02 - Termination of Employment</u> Sick leave, vacation, insurance and retirement-fund benefits cease at midnight on the date of an employee's termination.

Section 14.03 - Supplies Uniforms, smocks, lab coats, or other special clothing or shoes that are required by the Health Department will be provided to employees who are required to wear such items. Replacement uniforms, smocks, lab coats, or other special clothing or shoes will be available upon approval of the Health Department. Employees are responsible for the maintenance and upkcep of the items provided. Employees provided with uniforms, smocks, lab coats, or other special clothing or shoes are required to wear them.

Section 14.04 - License/Skills Employee shall maintain all required licenses and certifications. Employer agrees to pay for an Illinois approved Licensed Environmental Health Practitioner (LEHP) Review Course Fee and state required LEHP Examination and Application Fees for Union members required to become licensed pursuant to the Licensed Environmental Health Practitioner Act. Employees leaving employment within 24 months of taking said classes will refund pro-rata portion of these fees. Employer will pay the aforementioned fees once. Employee will be responsible for repeat fees if he/she fails the classes. State required licensing fee will continue to be the responsibility of the employee.

<u>Section 14.05 - Substance Abuse and Testing</u> The Union and Employer agree that policies and procedures for controlled substance and alcohol use and testing shall be governed by the Employer's Drug Free Workplace Policy and Personnel Code as may be amended from time to time.

<u>Section 14.06 - Safety</u> The Employer shall implement applicable safety procedures adopted by the county, and employees shall comply with all of the safety procedures adopted.

All Department employees are directed to report any hazardous conditions to their supervisor immediately.

Employees required to make home visits may be furnished a cellular phone for such visits. Telephone use will be governed by Employer Policy and Procedure.

Section 14.07 - Stewards The Employer recognizes the right of the Union to select one (1) steward and one alternate steward. Union stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of the Union stewards. A Bulletin Board for Union business may be placed by the Union at a site designated by Employer. Section 14.08 - Time for Union Business Time spent by employees covered by this Agreement in Union negotiations which result in lost working time to the Employer will not be paid for by the Employer.

A Shop Steward or the alternate Steward shall be permitted, between the times of 8:00 a.m. - 8:30 a.m. or 3:30 p.m. - 4:00 p.m., upon previous verbal notification to their supervisor, to leave their work to investigate and attempt to adjust a grievance of any employee covered by this Agreement. Further, no time or pay will be lost during regular working hours by a Shop Steward, alternate Steward or an employee who is called as a party or witness to a grievance relating to meetings or hearings called in accordance with the Grievance Procedure as outlined in this Agreement.

<u>Section 14.09 – Training, Travel, Reimbursement of Other Expenses</u> The Union and Employer agree that policies and procedures for training, travel, and reimbursement of other expenses shall be governed by the Employer Personnel Code as may be amended from time to time.

<u>Section 14.10</u> This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

ARTICLE 15 DISCIPLINE

All copies of written reprimands and suspensions shall be provided to the employee and the original will be made a part of the employee's personnel file. The supervisor shall notify any employee in writing of any disciplinary action. All discipline shall remain in an employee's file for a period of 2 years. However, nothing in this agreement prevents the County from preserving employee files. If no further discipline is issued to an employee that occurred in excess of 2 years of his or her initial discipline, it shall be removed. Past discipline shall not be considered when determining further progressive disciplinary action. If there is further disciplinary action within 2 years of the initial discipline, it shall become a part of the employee's permanent record.

ARTICLE 16

RATES OF PAY

<u>Section 16.01 - Job Classifications</u> Employees in the job classifications set forth in this section shall receive the hourly rate provided for their respective job classifications.

PROFESSIONAL EMPLOYEE

Position Classification

Minimum Starting Salary

Sanitarian I and II
Environmental Protection Specialist I and II
Nutritionist
Public Health Nurse (full and part-time)
Staff Registered Nurse (full and part-time)

\$20.00/hour

Section 16.02 - Annual Adjustments In Pay:

Employees in this unit shall be eligible to receive a pay adjustment according to the following schedule:

Year 1 of contract (2022)

The wage of professional bargaining unit employees will be raised \$1.00 per hour on January 1, 2022. Any member whose hourly rate is under \$20/hr with the \$1/hr increase will be brought to \$20/hr.

A 2.0% increase per hour will be applied to professional bargaining unit employees' rate of pay on January 1, 2022. (The County's 2% increase will be applied to the new calculated wage as detailed above.)

Year 1 contract increases will be applied to current probationary employees at the successful completion of their 6 month probationary term. The \$1 and 2% increase will not be retroactive.

Year 2 (2023) and Year 3 (2024):

Salary increase(s) for employees represented by this bargaining agreement will be the same increase as County Employees if granted by the County Board.

Section 16.03 Salary Bonus That the Union and the Employer acknowledge that from time to time funds become available, which allow the Employer to give a bonus to employees. The Union agrees to permit the employer to give bonuses at the Employer's sole discretion. Every

reasonable effort will be made by the employer to distribute the bonus based upon the grant regulations governing the source of funds, amount of time an employee(s) expended in the specific grant or funding source, and the overall performance of the employee(s) receiving a bonus. The amount of bonus and whether a bonus is given is within the sole discretion of the Employer. The Union further acknowledges and agrees that the bonus referred to in this paragraph is not subject to collective bargaining and will not be used by the Union in any future negotiations or for the purpose of showing a past practice or pattern.

The Union agrees the bonus referred to above will not be introduced to calculate past or future wages. The Union further agrees that this Agreement concerning bonuses does not constitute an unfair labor practice and that the Union and its members agree that they will not file an unfair labor practice regarding the existence of this Agreement or its application.

ARTICLE 17

TERM OF AGREEMENT

Section 17.01 - Effective Dates This Agreement shall be from January 1, 2022 through

December 31, 2024 and take effect upon execution by the parties, and shall continue in full force and effect to and including December 31, 2024. This Agreement shall renew itself from year to year thereafter unless either party gives notice in writing to the other party at least sixty (60) days prior to the expiration date of its intention to terminate or modify this Agreement. Should neither party to this Agreement notify the other party of its desire for a change within the time specified herein, this Agreement shall continue in full force and effect for the following year and so on, year after year.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 16th day of December, 2021.

For The Employer:

For The Union:

Mark A. Kern

St. Clair County Board Chairman

St. Clair County, Illinois

Bobby Green

Business Manager

Laborer's Local 1000

Cindy Thompson, R.N., B.S.N. Bresident

St. Clair County Board of Health

Myla Blandford M.P.H., R.E.H.S., L.

Executive Director

St. Clair County Health Dept.

REVIEWED BY:
State's Attorney's Office
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Director of Administration
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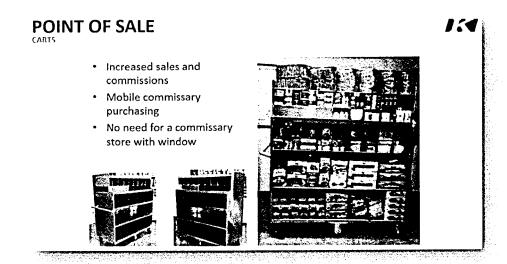
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o Commissary Cart – Information on this service has been provided as Exhibit C (page 27).



Order Entry

The order process begins with an inmate placing his/her order via Keefe's kiosk application accessible on the tablets provided to the county by Securus. Orders are then downloaded to Keefe's service center where they are packed individually in a clear, plastic, perforated bag and then placed in cardboard boxes sorted by housing location and prepared for delivery. Keefe's commissary system does not allow any inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit and/or facility-approved indigent items. The completed order is shipped via common carrier to arrive on the designated delivery day.

Order Processing

Keefe's warehouse software will generate the order pick list, which also serves as the invoice to be signed by the inmate upon receipt of his/her commissary order. Orders are assembled using zone-picking methods, designed to maximize efficiency and order accuracy, as well as, reduced product damage by enabling the packing of heavier items on the bottom. One person is assigned to a zone, which allows them to get to know all the items in their zone and increase their accuracy. Plus, the Order Pick List/Invoice display the ordered items in the same sequence as the zones— promoting efficiency and accuracy.

Each order contains a two-copy receipt that includes:

- Inmate's name, jail number, facility and housing location
- Delivery date
- Item description and quantity
- Item price, sales tax (when appropriate), and total cost [sales tax is calculated, (remitted by Keefe]
- Inmate's account balance, both before and after sale
- Any items removed from the order, with the reason for removal (e.g. exceeds quantity allowed)

A sample order receipt is shown below.

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Quality and Inventory Control

Each vendor delivery to our warehouse is compared to the packing slip to ensure all items are present and in good condition; only then is it entered in our software program. We use the first in, first out system for all products, or in the case of lot-controlled items (expiration dated), we use First Expiration, First Out, and we never sell any item that is beyond its "Best by" date or is damaged in any way—preserving product freshness. It is the responsibility of our supervisor and all workers in the commissary to ensure that we never deviate from this policy. Products that are stale or damaged are accounted for and destroyed.

Safety and Security

Keefe stresses safety and security to all staff in our monthly training sessions. Our staff will observe all the facility's security and safety policies and procedures during the delivery process and will follow any directives given to them by the facility's staff.

Procedures Used for Return and Credit

We are very conscious of the fact that the inmate expects and deserves quality products and service. If a product is damaged on receipt, the inmate returns it to the delivery person for a credit. All credits will be processed after the initial delivery. When an inmate is released, his/her undeliverable commissary order can be credited to his/her account and the remaining funds can be included on their Debit Card or release check (refer to Exhibit D, page 29). Or, within the facility's predefined timeframe, the commissary order can either be credited or claimed as belongings are claimed. Keefe will work with your facility to implement the most feasible option in handling commissary credits and returns for released inmates.

Banking System & Reporting

Keefe is proposing continued use of its Cobra Banker system. The software retains all historical records of all commissary sales and financial transactions, including debt collection. Numerous reports can be generated, including sales analysis reports, product history reports, item analysis reports, inventory reports, and much more.

Product Selection and Pricing Philosophy

Our product selections are based on our experience regarding the most popular and required products for inmate populations. We submit our Commissary Product List with the intent that we are establishing a partnership with the St. Clair County Sheriff's Office. Products can be added or deleted as needed prior to finalizing the menu. All products meet the standards for correctional facility sales and glass containers or products with alcohol are never sold. We acknowledge that all products sold are solely determined by the St. Clair County Sheriff's Office's designated representative. It's always Keefe's intention to offer quality products at fair pricing to the inmate population. The pricing includes the proposed commission rate. A proposed menu has been included, starting on page 10).

COUNTY OF ST. CLAIR, ILLINOIS INMATE HEALTH CARE PROGRAM

CONTRACT EXTENSION AMENDMENT

THIS AGREEMENT by and between the County of St. Clair (hereafter referred to as "County") and Wexford Health Sources, Inc. (hereafter referred to as "Wexford"), is entered into as of the 1st day of January 2022.

WITNESSETH:

WHEREAS, County is charged by law with responsibility for administering, managing, and supervising the healthcare delivery system of the St. Clair County Jail ("Jail"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to inmates in accordance with applicable law; and

WHEREAS, Wexford is in the business of providing correctional healthcare services and desires to provide such services for the County under the terms and conditions hereof:

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

To renew the following terms of the contract to reflect the planned expansion of the St. Clair County Jail, the commodity/equipment and service needs of the increased inmate population, and to initiate a five-year extension of the current contract term to commence January 1, 2022 through December 31, 2026.

ARTICLE II: PERSONNEL

v

2.1 <u>Staffing</u>. For the purposes of rendering healthcare services to inmates hereunder, Wexford will provide medical, dental, technical and support personnel as set forth herein. The healthcare staff will be at levels consistent with those described below, as currently provided:

POSITON	FTE	HOURS/WEEK
Administrative Clerk	1.00	40
Director of Nursing	1.00	40
EMT	2.00	80
LPN	9.60	384
Medical Director	0.20	8
Mental Health Professional	1.00	40
Psychiatrist	0.15	6
Site Manager	1.00	40
total	15.95	638

^{*} Psychiatrist provides six (6) hours of coverage every week.

2.9 <u>Facility Expansion/Staffing.</u> In the event that the Jail Facility is expanded, Wexford Health and the County will negotiate a suitable increase in staffing requirements that meet the operating needs of the facility. Staffing plan should reflect current clinical medical staff to inmate ratios. Base Compensation shall be adjusted to reflect any negotiated staffing increases.

ARTICLE VII: TERM AND TERMINATION OF AGREEMENT

7.1 Contract Term. This Agreement will be effective as of 12:01 A.M. on January 1, 2022 for a term of five years, expiring at 12:00 Midnight, December 31, 2026. This Agreement may extend on a year-to-year basis if mutually agreeable to by both parties.

ARTICLE VIII: COMPENSATION

- 8.1 <u>Base Compensation</u>. County will make advance payments of 1/12 of the total estimated annual contract amount to Wexford on the first of each month. The estimated total contract for the first extension year of the contract is \$1,792,428, a 5% increase from the previous contract year. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Wexford will be prorated accordingly for the shortened month.
- 8.3 Increases in Inmate Population. Should the monthly average inmate population be greater than 400 inmates, the County shall pay Wexford the per diem rate of \$1.75 per inmate per day. Population adjustments for inmate population that exceed an ADP of 400 up to 424 shall be waived for the duration of the contract. Should the monthly ADP reach 425 or higher Wexford shall be reimbursed at the established population adjustment rate for the population exceeding 400.

The per diem adjustment is intended to cover the variable cost increases as a result of minor fluctuation of the facilities ADP. However, the per diem adjustments are not intended to provide for a significant increase in the cost of pharmaceuticals or staffing as a result of a rapid unforeseen or uncontrolled population increase. As such, if the monthly average ADP reaches 600 inmates, or as necessitated by increased service demands, Wexford and the County will negotiate a suitable increase for staffing compensation.

- 8.4 Annual Adjustment. Annual adjustments in price and per diem for subsequent years will be the previous year's contract price increased by a fixed rate of 3.0% for 2023, 0% for 2024, and a mutually negotiated increase for 2025 and 2026. Extension years beyond 2026 shall be negotiated between Wexford and the County.
- 8.5 <u>Facility Expansion/Compensation</u>. In the event that the St. Clair County Jail Facility is expanded, Wexford Health and the County will negotiate an increase in the base compensation based on the new increased population level according to the terms established in section 8.3, <u>Increases in Inmate Population</u>. The minimum population level shall be changed to the agreed upon expansion population and the population variance waiver adjusted to reflect the new population level.

ARTICLE VI: OFFICE SPACE AND EQUIPMENT

6.4 Facility Expansion/Supplies and Equipment. In the event that the St. Clair County Jail Facility is expanded, Wexford Health and the County will negotiate necessary supply and equipment needs to meet the increased population. Wexford Health shall prepare recommended equipment and supply lists for approval by the County. Upon approval, Wexford Health shall work with the County on the purchase of all needed expansion start-up equipment and supplies. All expansion start-up equipment and supplies purchased by Wexford Health shall be reimbursed by the County.

ALL OTHER ARTICLES AND PROVISIONS OF THE CONTRACT REMAIN THE SAME

of,2022.	nave set their names and seats hereto as of the day
Attest: Aug 1	By: Richard Watson, Sheriff
Attest:	WEXFORD HEALTH SOURCES, INC. By:
Attest:	John Froehlich, Senior Vice President Finance and CFO
This Agreement has been duly approved a Clair County has all requisite authority to	and the person executing this Agreement on behalf of St. do so. By: Attorney for the County of St. Clair



COUNTY OF ST CLAIR

CENTRAL SERVICES

Phone (618) 825-5794 Fax (618) 825-5111

10 Public Square Belleville IL 62220

E-mail autoshop@co.st-clair.il.us

Approval for three 2022 Ford Explorer Police Interceptor Utility from Morrow Brothers Ford Greenfield Illinois 62044 for \$ 36,240.00 each, Total Amount \$ 108,720.00. These cars will be assigned to the Sheriff Department replacing older Sheriff Cars. Morrow Brothers Ford has the Government pricing for these cars, with the State OF Illinois the contract number # 19-416CMS BOSS4-P-11453.

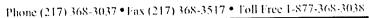
Thank You

George Markezich

January 14,2022

WWW,MORROWBROTHERSFORDINC,COM

1242 Main Street • Greenfield, II. • 62044





01-31-92

STATE OF ILLINOIS POLICE INTERCEPTOR GOVERNMENT PRICING

ORDERING AGENCY: ST. Clair County
CONTACT PERSON: George Marlezich CELL: 618-8063244
FORD FLEET #QG 693 PURCHASE ORDER #CS.01-31-92
QUANTITY: 3 COST EACH: \$ 36,0110.00
ADDRESS: 10 Public Square
CITY: Belleville ZIP CODE: 6000 TAX EXEMPT # E9993-6204-07 618 PHONE: 825-5794 FAX: 825-5111 EMAIL: George , Marker & Occupation, il , us
PHONE: 825-5794 FAX: 825-5111 EMAIL: Goorge, Marke: Al @cost-chir. Il us
TOTAL ORDER COST: \$ 108780,00
SIGNATURE Logatil TITLE Servic Managar

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044 Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

January 31, 2022

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 January 2022 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE St. Clair County Board

January 31, 2022

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 January 2022.

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

ORDINANCE NO. 22-1262

AN ORDINANCE AMENDING COUNTY CODE SECTIONS 1-3-1 AND 1-3-2 TO REFLECT TWENTY-EIGHT COUNTY BOARD DISTRICTS AND THREE LOTTERY GROUPS FOR SELECTION OF LOTS ON TWENTY-EIGHT DISTRICTS

WHEREAS, on November 16, 2021 the St. Clair County Board passed Ordinance No. 21-1256 establishing County Board Districts for the terms of office beginning December 2022. As part of that action, the number of districts was reduced by the County Board from twentynine (29) districts to twenty-eight (28) districts;

WHEREAS, to be consistent with the actions taken on November 16th in Ordinance No. 21-1256, certain revisions are required to Chapter 1 of the St. Clair County Code in order to properly administer the selection of lots for terms of each of the members to be elected from each of the twenty-eight (28) districts;

NOW, THEREFORE, BE IT ORDAINED that St. Clair County Code Sections 1-3-1 and 1-3-2 are amended to read as follows:

- 1-3-1 MEMBERSHIP. The County Board shall consist of twenty-eight (28) members elected from twenty-eight (28) districts.
- 1-3-2 TERM SALARY. Pursuant to statute, terms of County Board Members shall be staggered beginning with the first general election following the census. The Board districts shall be divided into three (3) groups with Group One having consecutive terms of two (2) years, four (4) years, and four (4) years. Group Two shall have consecutive terms of four (4) years, two (2) years and four (4) years. Group Three shall have consecutive terms of four (4) years, four (4) years and two (2) years. Group One will consist of ten (10) County Board Districts; Groups Two and Three will each consist of nine (9) County Board Districts. A selection by lot consistent with Illinois Law and approved by resolution of the County Board will determine which districts are in each group. The term of office shall commence on the first (1st) Monday in December following their election. The salaries for County Board Members are established in Section 1-8-2 in this Chapter.

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

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

SECTION III: PASSAGE AND PUBLICATION: This Ordinance shall be in full force and effect from its passage and publication by the County Clerk as provided by law as it applies to the Board Member terms beginning December of 2022, and all terms thereafter, and shall continue in effect and operation until lawfully terminated by the St. Clair County Board.

APPROVED AND ADOPTED at a regular n	meeting of the County Board of St. Cla	air
County in the State of Illinois this 31st day of January 20	2022.	
Ch	nairman of the Board	
ATTEST:		
Clerk of the Board		
REVIEWED BY:		
State's Attorneys Office		
Director of Administration		
Slatt Lima Lett Lima Michael Donnell Cult Wall		

JUDICIARY COMMITTEE



ST. CLAIR COUNTY INFORMATION TECHNOLOGY

Jeffrey C. Sandusky, Director 10 Public Square, Room A-200 Belleville, IL 62220-1623 Ph. (618) 825-2275 Fax (618) 825-9335 IT@co.st-clair.il.us

Executive Summary

Request approval to purchase a Dell Azure Stack Hyperconvergence Infrastructure from Data Center Warehouse (DCW). The cost is \$1,525,569 and provides the equipment, installation, configuration, training, and 3 years, 24/7 support. DCW holds the deal registration for St. Clair County with Dell Technology. My team has spent over a year working the design and costing. We've been successful at getting the price to a very competitive point.

The Dell Azure Stack Hyperconvergence Infrastructure will replace our complete currently disperse server architecture with a modern consolidated solution. The current architecture of approximately 200 servers resides on over 60 physical servers. This configuration is antiquated, cumbersome, extremely time consuming to manage, and difficult to restore. With St. Clair County's increasing requirement, a new architecture is needed.

The proposed Dell Azure Stack Hyperconvergence Infrastructure consolidates all County severs and replaces aging equipment with a state of the art centrally managed node-based system. It provides 600 terabytes of storage in its initial configuration and is expandable if ever needed. The system provides a redundant node to be placed at MidAmerica Airport. This will allow for instant failover drastically increasing system reliability.



EXECUTIVE SUMMARY

INITIATIVE SUMMARY

- · County is seeing a lot of growth in the environment
 - · Recently inherited the airport environment
 - Court based data drives a lot of year over year growth
- Looking to consolidate complex environment
 - Current setup has 60 separate hosts that are managed separately
 - Need a seamless way to leverage the cloud as needed
- Requirement to protect all of St. Clair data
 - In the event of a disaster, the current environment does not have instant failover capabilities

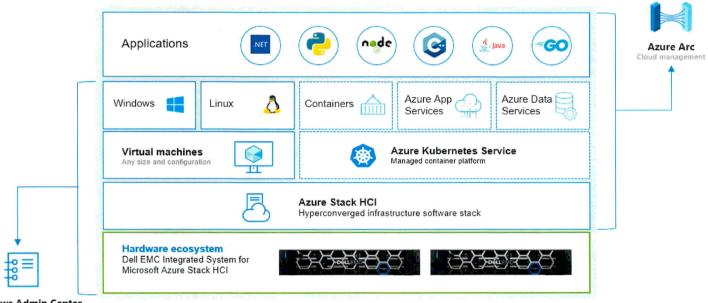
PROJECT REQUIREMENTS

- Modernized Infrastructure
 - Need best of breed technology to support all St. Clair County Departments data
 - Had a ransomware incident that cannot happen again
- Ability to Scale
 - Current environment requires constant purchases to meet capacity and compute needs.
- Availability of ALL Data
 - Be able to spin up datacenters in the event of a disaster at either site, assuring that no data will ever be lost.
- Ease of Management
 - Need a simple way to manage a fast-growing environment across the courthouse and the airport, now and in the future.
 - Seamlessly manage data between on premise and public cloud

PROPOSED BUSINESS OUTCOMES

- ✓ Single Vendor Approach
 - ✓ Consolidate all 60 hosts into an all-in-one solution, all backed by Dell Technologies
 - Avoid vendor finger pointing with one number to call for all support with your datacenter needs.
 - ✓ Dell will be onsite to provide implementation and installation of the entire environment
- ✓ Scalability and Performance Built for the Future
 - Azure Stack HCI provides a seamless hybrid cloud experience that maximizes the performance of all applications.
 - Accommodate for future on premise data needs seamlessly by adding nodes into preexisting cluster. Nodes become recognized through 1 click in the User Interface.
- Mitigate Risk
 - ✓ Azure Stack HCI is designed for 6 9's of availability
 - Stretch cluster provides both Courthouse and Airport with automated VM failover, assuring 100% confidence in data availability
- ✓ Ease of Management
 - ✓ Life cycle management 1 click, full stack updates
 - Simplify operations leverage the Microsoft interface that the IT team is already familiar with to provide a hybrid cloud operating model

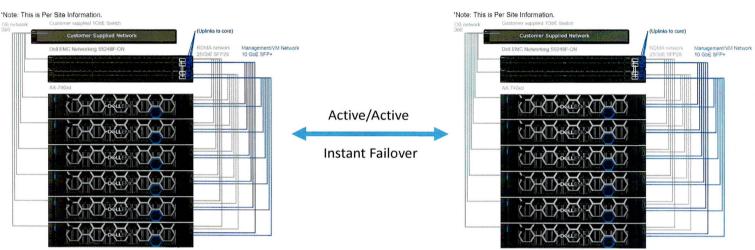
Azure Stack HCI Solution Architecture



Proposed Environment



Courthouse



Config:

- 2 x 6 node clusters
- 300 TiB usable capacity (SSD) per cluster
- 3,456 GB of memory per cluster
- 192 CPU cores per cluster
- 2 x 25 Gbit switches with uplinks to existing network per cluster

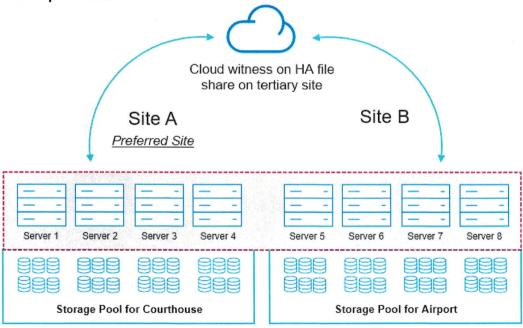
Stretch Node Clustering

Includes:

 AX nodes and networking switches

Airport

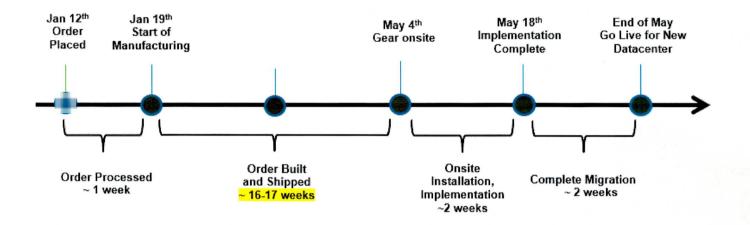
- 3 years of Mission Critical support 24x7
- ProDeploy complete deployment of solution



Estimated Timeline



Timeline Estimate



Pricing

Standard Cost Breakdown - 3 Year Support		
Total List Price	\$4,848,309	
Dell Standard Discount	(\$2,580,000)	
	\$2,268,309	
DCW Additional Discount	(\$563,450)	
TOTAL	\$1,704,859	

February Discount Breakdow	n - 3 Year Support
Total List Price	\$4,848,309
Dell Standard Discount	(\$2,580,000)
	\$2,268,309
DCW Additional Discount	(\$563,450)
	\$1,704,859
Q4 Azure Funds Discount	(\$179,290)
TOTAL	\$1,525,569

*Pricing expires on 2/23

FUTURE-PROOF

PROGRAM

3-Year Satisfaction Guarantee



Hardware Investment Protection



Predictable Support Pricing





DATA CENTER WAREHOUSE 23041 Avenida De La Carlota, Suite 325 Laguna Hills, CA 92653 Phone: 630-381-5959

Quotation

Number: Q-16500

Date: 12/08/2021

Please visit http://datacenterwarehouse.com/terms-and-conditions/ for terms and conditions.

View your QUOTE or/and complete your order online.

Prepared by: Daniel Harla

Email: Daniel.harla@4dcw.com

Phone: 630-381-5959



23041 Avenida De La Carlota, Suite 325 Laguna Hills, CA 92653 Phone: 630-381-5959 Quotation

Number: Q-16500

Date: 12/08/2021

Bill To:
CHRISTINE ROZGOWSKI
ST. CLAIR COUNTY
10 Public Square
Suite A-200
Belleville, IL 62220
Phone: (618)825-2275
Email: it@co.st-clair.il.us

Ship To: Mr. Jeffrey C. Sandusky ST. CLAIR COUNTY IT DEPT. 10 Public Square Suite A-200 Belleville, IL 62220 Phone: (618)825-2275

Email: christine.rozgowski@co.st-clair.il.us

Item Mfr. Part	Description	Price	Qty.	Extended
#				



23041 Avenida De La Carlota, Suite 325 Laguna Hills, CA 92653 Phone: 630-381-5959 Quotation

Number: Q-16500

Date: 12/08/2021

LONGS CONTROLS			District Control of the Control of t		
Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	Dell-CTO-ClusterCourthouse	Cluster Courthouse Estimated delivery if purchased today:	\$ 118,600.63	6	\$ 711,603.78
		April 7, 2022 Mfr: Dell Technologies			
		Notes: Line Item QTY Part Number Description			
		6 AX-740XD 6 210-AWXU Dell EMC AX-740xd			
		6 379-BEHV Azure Stack HCI Operating System			
		6 350-BCBP All Flash Node, Azure Stack HCI 6 350-BCBR Luggage Tag Label, Azure Stack HCI			
		6 350-BCBS Luggage Tag, Azure Stack HCI			
		6 350-BCCC IDM, AX-740xd			
		6 329-BEIK PowerEdge R740/R740XD Motherboard 6 461-AAEM Trusted Platform Module 2.0			
		6 321-BCPY Chassis with Up to 24 x 2.5" Hard Drives for 2CPU			
		6 340-BLBE PowerEdge R740XD Shipping 6 340-CORZ PowerEdge R740 Shipping Material			
		6 389-DSWP PowerEdge R740 CE, CCC, BIS Marking			
		6 338-BVJV Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933			
		6 338-BVJV Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache,			
		Turbo, HT (150W) DDR4-2933			
		6 379-BDCO Additional Processor Selected 6 412-AAIR Standard 2U Heatsink			
		6 412-AAIR Standard 2U Heatsink			
		6 370-AEVR 3200MT/s RDIMMs 6 370-AAIP Performance Optimized			
		6 780-BCDI No RAID			
		6 405-AANK HBA330 Controller Adapter, Low Profile 6 403-BCHP BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH			
		6 634-BYGN Microsoft Azure Stack HCI Operating System			
		6 528-CIBI iDRAC9 Datacenter 14G			
		6 528-CJIT OpenManage Integration with MS Windows Admin Center Premium License for MSFT HCI Solutions, Perpetual			
		6 379-BCQV iDRAC Group Manager, Enabled			
		6 379-BCSG iDRAC,Legacy Password 6 379-BCQX iDRAC Service Module (ISM), NOT Installed			
		6 330-BBHD Riser Config 6, 5 x8, 3 x16 slots			
		6 555-BCKO Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC 6 384-BBPZ 6 Performance Fans forR740/740XD			
		6 450-ADWM Dual, Hot-plug, Redundant Power Supply (1+1), 1100W			
		6 325-BEEY Azure Stack HCI, 2U Standard Bezel 6 350-BBJU Quick Sync 2 (At-the-box mgmt)			
		6 800-BBDM UEFI BIOS Boot Mode with GPT Partition			
		6 770-BBBQ ReadyRails Sliding Rails			
		6 631-AACK No Systems Documentation, No OpenManage DVD Kit 6 332-1286 US Order			
		6 839-2642 Dell Hardware Limited Warranty Plus Onsite Service			
		6 839-2645 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years			
		6 839-2660 ProSupport Mission Critical 7x24 Technical Support and			
		Assistance 3 Years 6 989-3439 Thank you choosing Dell ProSupport. For tech support,			
		visit //www.dell.com/support or call 1-800- 945-3355			
		6 812-4011 ProDeploy Plus Training 200 6 839-3618 ProDeploy Plus for AX 1U-2U			
		72 370-AEVQ 16GB RDIMM, 3200MT/s, Dual Rank			
		72 370-AGDS 32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8			
		120 400-BEWL 7.68TB SSD SAS ISE Read Intensive 12Gbps 512e 2.5in Hot-Plug, AG Drive			
		12 406-BBLE Mellanox ConnectX-4 LX Dual Port 10/25GbE SFP28 Adapter,			
		PCIe Full Height 12 450-AALV Power Cord - C13, 3M, 125V, 15A (North America, Guam,			
		North Marianas, Philippines, Samoa, Vietnam)			



23041 Avenida De La Carlota, Suite 325 Laguna Hills, CA 92653 Phone: 630-381-5959 Quotation

Number: **Q-16500**

Date: 12/08/2021

Item	Mfr. Part	Description	Price	Qty.	Extended
#					
*2	DELL-CTO-ClusterAirport	Cluster Airport Estimated delivery if purchased today:	\$ 118,600.63	6	\$ 711,603.78
		April 29, 2022			
		Mfr: Dell Technologies			
		Notes: Line Item QTY Part Number Description			
		6 AX-740XD			
		6 210-AWXU Dell EMC AX-740xd			
		6 379-BEHV Azure Stack HCI Operating System			
		6 350-BCBP All Flash Node, Azure Stack HCI			
		6 350-BCBR Luggage Tag Label, Azure Stack HCI			
		6 350-BCBS Luggage Tag, Azure Stack HCI			
		6 350-BCCC IDM, AX-740xd			
		6 329-BEIK PowerEdge R740/R740XD Motherboard 6 461-AAEM Trusted Platform Module 2.0			
		6 321-BCPY Chassis with Up to 24 x 2.5" Hard Drives for 2CPU			
		6 340-BLBE PowerEdge R740XD Shipping			
		6 340-CORZ PowerEdge R740 Shipping Material			
		6 389-DSWP PowerEdge R740 CE, CCC, BIS Marking			
		6 338-BVJV Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache,			
		Turbo, HT (150W) DDR4-2933			
		6 338-BVJV Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache,			
		Turbo, HT (150W) DDR4-2933			
		6 379-BDCO Additional Processor Selected			
		6 412-AAIR Standard 2U Heatsink 6 412-AAIR Standard 2U Heatsink			
		6 370-AEVR 3200MT/s RDIMMs			
- 1		6 370-AAIP Performance Optimized			
		6 780-BCDI No RAID			
		6 405-AANK HBA330 Controller Adapter, Low Profile			
		6 403-BCHP BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH			
		6 634-BYGN Microsoft Azure Stack HCI Operating System			
		6 528-CIBI iDRAC9 Datacenter 14G			
		6 528-CJIT OpenManage Integration with MS Windows Admin Center			
		Premium License for MSFT HCI Solutions, Perpetual			
		6 379-BCQV iDRAC Group Manager, Enabled			
-		6 379-BCSG iDRAC,Legacy Password 6 379-BCQX iDRAC Service Module (ISM), NOT Installed			
		6 330-BBHD Riser Config 6, 5 x8, 3 x16 slots			
		6 555-BCKO Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC			
		6 384-BBPZ 6 Performance Fans forR740/740XD			
		6 450-ADWM Dual, Hot-plug, Redundant Power Supply (1+1), 1100W			
1		6 325-BEEY Azure Stack HCI, 2U Standard Bezel			
		6 350-BBJU Quick Sync 2 (At-the-box mgmt)			
		6 800-BBDM UEFI BIOS Boot Mode with GPT Partition			
		6 770-BBBQ ReadyRails Sliding Rails			
		6 631-AACK No Systems Documentation, No OpenManage DVD Kit			
		6 332-1286 US Order 6 839-2642 Dell Hardware Limited Warranty Plus Onsite Service			
		6 839-2645 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with			
		Emergency Dispatch 3 Years			
		6 839-2660 ProSupport Mission Critical 7x24 Technical Support and			
		Assistance 3 Years			
		6 989-3439 Thank you choosing Dell ProSupport. For tech support,			
		visit //www.dell.com/support or call 1-800- 945-3355			
		6 812-4011 ProDeploy Plus Training 200			
		6 839-3618 ProDeploy Plus for AX 1U-2U			
		72 370-AEVQ 16GB RDIMM, 3200MT/s, Dual Rank			
		72 370-AGDS 32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8 120 400-BEWL 7.68TB SSD SAS ISE Read Intensive 12Gbps 512e 2.5in			
		Hot-Plug, AG Drive			
		12 406-BBLE Mellanox ConnectX-4 LX Dual Port 10/25GbE SFP28 Adapter,	The state of the s		
		PCIe Full Height			
		12 450-AALV Power Cord - C13, 3M, 125V, 15A (North America, Guam,			
		North Marianas, Philippines, Samoa, Vietnam)			



23041 Avenida De La Carlota, Suite 325 Laguna Hills, CA 92653 Phone: 630-381-5959 Quotation

Number: Q-16500

Date: 12/08/2021

Phone: 630-381-5959

em	Mfr. Part	Description	Price	Qty.	Extended
#	Dell CTC Naturation Counth acces	Naturation County and	A 47 075 50		A 05 054 04
.3	Dell-CTO-NetworkingCourthouse	Networking Courthouse Estimated delivery if purchased today:	\$ 17,675.50	2	\$ 35,351.00
		March 30, 2022			
		Mfr: Dell Technologies			
		Notes: Line Item QTY Part Number Description			
		2 Dell EMC Networking S5248F-ON			
		2 210-APFB Dell EMC S5248F-ON Switch, 48x25GbE SFP28, 4x100GbE			
		QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU, OS10			
		2 343-BBRX VLT Tech Sheet Document			
		2 343-BBLP Dell EMC S52XX-ON Series User Guide			
		2 634-BRUN OS10 Enterprise, S5248F-ON			
		2 818-4856 Dell Hardware Limited Warranty 1 Year			
		2 818-4865 Mission Critical Package: 4-Hour 7x24 On-Site Service with			
		Emergency Dispatch, 1 Year			
		2 818-4866 Mission Critical Package: 4-Hour 7x24 On-Site Service with			
		Emergency Dispatch, Extended to 2 Years			
		2 818-4876 ProSupport Mission Critical:7x24 HW/SW Technical Support and			
		Assistance, 3 Years			
		2 975-3461 Dell Limited Hardware Warranty Extended Year(s)			
		2 989-3439 Thank you choosing Dell ProSupport. For tech support,			
		visit //www.dell.com/support or call 1-800- 945-3355 2 997-6306 Info 3rd Party Software Warranty provided by Vendor			
		2 804-2152 ProDeploy Plus Dell Networking S Series 5XXX Switch -			
		Deployment			
		2 804-2153 ProDeploy Plus Dell Networking S Series 5XXX Switch -			
		Deployment Verification			
		2 812-4037 ProDeploy Plus Training 500			
		2 848-8532 3 Years ProSupport OS10 Enterprise Software Support-			
		Maintenance			
		2 470-ACTP Dell Networking Cable, 200GbE QSFP28-DD Passive Direct			
		Attach Cable, No FEC, 0.5 Meter			
		12 470-ABME Dell Networking, Cable, SFP+ to SFP+, 10GbE, Active Optical			
		(Optics included) Cable,2 Meter			
		24 470-ACET Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive			
		Copper Twinax Direct Attach Cable, 2 Meter			
		2 450-AAFH Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13			
		2 450-AAFH Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13			



23041 Avenida De La Carlota, Suite 325 Laguna Hills, CA 92653 Phone: 630-381-5959 Quotation

Number: Q-16500

Date: 12/08/2021

Extende	Qty.	Price	Description	Mfr. Part	em #
\$ 35,351.0	2	\$ 17,675.50	Networking Airport Estimated delivery if purchased today: March 30, 2022 Mfr: Dell Technologies Notes: Line Item QTY Part Number Description 2 Dell EMC Networking S5248F-ON 2 210-APFB Dell EMC S5248F-ON Switch, 48x25GbE SFP28, 4x100GbE QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU, OS10 2 343-BBRX VLT Tech Sheet Document 2 343-BBRV Dell EMC S52XX-ON Series User Guide 2 634-BRUN OS10 Enterprise, S5248F-ON 2 818-4856 Dell Hardware Limited Warranty 1 Year 2 818-4865 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year 2 818-4866 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 2 Years 2 818-4876 ProSupport Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years 2 975-3461 Dell Limited Hardware Warranty Extended Year(s) 2 989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800-945-3355 2 997-6306 Info 3rd Party Software Warranty provided by Vendor 2 804-2152 ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment 2 804-2153 ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification 2 812-4037 ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification 2 812-4037 ProDeploy Plus Training 500 2 848-8532 3 Years ProSupport OS10 Enterprise Software Support-Maintenance 2 470-ACTP Dell Networking Cable, 200GbE QSFP28-DD Passive Direct Attach Cable, No FEC, 0.5 Meter 12 470-ABME Dell Networking, Cable, SFP+ to SFP+, 10GbE, Active Optical (Optics included) Cable, 2 Meter 24 470-ACET Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter 24 450-AAFH Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 2 450-AAFH Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	Dell-CTO-NetworkingAirport	
\$ 25,152.8	1	\$ 25,152.85	Enterprise Deployment Services Mfr: Dell Technologies Notes: Line Item QTY Part Number Description 1 Enterprise Deployment Services — Non Tied 1 993-5619 Thank you for choosing Dell 2 848-9050 Onsite Residency for Multi-cloud infrastructure and operating model, 5 Days for 1 Week	Dell-CTO-Deployment	*5
\$ 6,506.7	2	\$ 3,253.36	Data Migration Services Mfr: Dell Technologies Notes: Line Item QTY Part Number Description 2 Data Migration Services: Onsite Project Management - Cloud (8 Hours) 2 848-8885 Data Migration Services: Onsite Project Management - Cloud (8 Hours)	Dell-CTO-DataMigration	*6
\$ 1,525,569.1	ub-Total	s	6 item(s)		
\$ 0.0	ax @ 0%	Т			
\$ 0.0	Freight				

Quote Valid Until: 02/05/2022

Payment Details

Pay by: Company PO Payment Term 30 days

Terms and Conditions

Shipping and Delivery Details

Shipping via: UPS Ground

Shop Now in MyDCW.com



DATA CENTER WAREHOUSE 23041 Avenida De La Carlota, Suite 325 Laguna Hills, CA 92653 Phone: 630-381-5959

Quotation

Number: Q-16500

Date: 12/08/2021

Please visit http://datacenterwarehouse.com/terms-and-conditions/ for terms and conditions.

View your QUOTE or/and complete your order online.

Prepared by: Daniel Harla

Email: Daniel.harla@4dcw.com

Phone: **630-381-5959**

RESOLUTION #2685-22-RT

WHEREAS, Section 31-3-3 of the St. Clair County Revised Code of Ordinances indicates that all contractual services, other than professional services, in excess of \$10,000 be procured by formal written contract from the lowest responsible bidder; and

WHEREAS, St. Clair County Department of Roads and Bridges has established a process by which Land Acquisition Services should be procured in accordance with said Section; and

WHEREAS, pursuant to duly published notices, bids for Section 21-00000-01-LA, which provides Appraisal and Review Appraisal Services, were received by the Transportation Committee of the St. Clair County Board in the Office of the County Engineer until 2:30 P.M., Monday, December 13, 2021, and publicly opened and read at the above location at that time; and

WHEREAS, said contract for Section 21-00000-01-LA terminates on January 01, 2025 or when the cumulative amount reaches \$250,000.00, whichever is sooner; and

WHEREAS, St. Clair County Department of Roads and Bridges has chosen to award two (2) contracts at this time.

NOW, THEREFORE, BE IT RESOLVED, by the St. Clair County Board, that one contract for Appraisal and Review Appraisal Services, Sec. 21-00000-01-LA, be and the same is, hereby awarded to Lochmueller Group, 18B East Main Street Suite 100, Belleville, IL 62220 and one contract for Appraisal and Review Appraisal Services, Sec. 21-00000-01-LA, be and the same is, hereby awarded to Volkert Inc., #4 Industrial Drive, Freeburg, IL 62243.

BE IT ALSO RESOLVED, that the Chairman of this Board, be and he is, hereby authorized and directed to enter into a contract on behalf of the County, with Lochmueller Group and Volkert, Inc. for Appraisal and Review Appraisal Services in accordance with guidelines established to perform said services.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 31th day of January 2022.

Attest

County Board Chairman

County Clerk

RESOLUTION #2685-22-RT

\mathcal{A}	RESOLUTION
REVIEWED BY:	
State's Attorney's Off	fice
Director of Administra	ation
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FORMAL CONTRACT PROPOSAL NON-PROFESSIONAL LAND AQUISITION SERVICES

APPRAISALS AND REVIEW APPRAISALS

This contract is made and entered into this	day of	, Between St. Clair County,
acting through its County Board, and	Lochmueller Group	(CONSULTANT) and covers certain land
acquisition services in connection with projects	constructed on the County Highway Sy	stem.
As used herein, the following terms, abbrevia	tions, and phrases shall be interprete	d to have the following meanings:
 "Engineer" shall be interpreted to mea 	in County Engineer	
"SCC" shall be interpreted to mean St.	. Clair County Dept. of Roads and Bridg	ges
3. "IDOT" shall be interpreted to mean I	llinois Department of Transportation	
4. "LAPPM" shall be interpreted to mean	n IDOT's Land Acquisition Policies and	l Procedures Manual
		TANT or on their behalf in the performance of
		ng, sequencing, training, appraisals, review
	ociated title work, relocation documents	
6. "The Parties" shall be interpreted to n		
	,	
	Terms of Contract	

- 1. This Contract shall be in effect from the time of execution until January 01, 2025, or whenever the cumulative amount of the contract reaches \$250,000,00, whichever is sooner. There will be no option to automatically renew this Contract.
- 2. SCC proposes to engage CONSULTANT to furnish certain land acquisition services as defined in a Work Order prepared by SCC for projects involving the St. Clair County Highway System.
- 3. Pursuant to 605 ILCS 5/5-101.2, SCC has the authority to retain CONSULTANT for SERVICES. CONSULTANT certifies it, including any officer or employee, is in compliance with Illinois law regarding registration or licensure with professional regulatory agencies or bodies. CONSULTANT certifies it is in compliance with Illinois law regarding registration of business entities with the Illinois Secretary of State, and any other necessary agency or body applicable to a business entity engaging itself in contracts in Illinois for SERVICES.
- 4. SCC and the CONSULTANT hereby certify they are in compliance with all applicable procurement laws and codes.
- 5. If any certification made by the CONSULTANT or term or condition in this Contract changes, the CONSULTANT must notify SCC in writing within seven (7) calendar days.
- 6. In compliance with 30 ILCS 550/6a-3-1, every agreement for goods or services shall provide that CONSULTANT shall maintain certain records and documents. The CONSULTANT acknowledges a duty to, and shall maintain for a minimum of 5 years after the completion of this Contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Contract; this contract and all books, records, and supporting documents related to the Contract shall be available for review and audit upon request. CONSULTANT agrees to cooperate fully with any audit conducted, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by Illinois law, and affirmed by CONSULTANT in this paragraph, shall establish a presumption in favor of SCC for the recovery of any funds paid by SCC under the Contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 7. Pursuant to the Prevailing Wage Act (820 ILCS 130, et seq.), not less than the prevailing rate of wages as found by the Illinois Department of Labor, or determined by the court, shall be paid to all laborers, workers, and mechanics performing work under this Contract. During Contract performance, if the prevailing rate of wages is revised, the revised rate shall apply. Prevailing rate of wages are available on the Illinois Department of Labor official website: http://www.illinois.gov/idol/Laws-Rules/ CONMED/

Pages/Rates.aspx. All other applicable provisions of the prevailing Wage Act apply, including notice provisions, record retention, and submittal of certified payrolls.

- 8. The CONSULTANT agrees to perform, at the direction of SCC, the services described in the St. Clair County Dept. of Roads and Bridges Procurement of Appraisal and Review Appraisal Services Booklet for Section 21-00000-01-LA.
- 9. The CONSULTANT shall commence work after receiving notification to proceed from SCC. The work shall be completed and delivered to SCC at the prescribed time shown on the work order. All work orders must be issued within 36 months of the execution date and the work order must be completed by the termination date.
- 10. The project schedule will be determined by individual work orders.
- 11. Compensation for the land acquisition services provided in this Contract for the pay items listed below and authorized by work orders, shall be at or below the amount as detailed below for each unit.

PAY ITEM	UNIT	RANGE OF COSTS
Project Manager	Hourly	\$175.00 - \$190.00
Court Appearance	Hourly	\$165.00 - \$180.00
Non-Complex Appraisal	Each	\$2,200.00 - \$2,800.00
Complex Appraisal	Each	\$3,200.00 - \$4,000.00
Update or Revisions to Non-Complex Appraisal	Each	\$1,000.00 - \$1,200.00
Update or Revisions to Complex Appraisal	Each	\$1,200.00 - \$1,800.00
Review Certification for Non-Complex Appraisal	Each	\$1,000.00 - \$1,200.00
Review Certification for Complex Appraisal	Each	\$1,100.00 - \$1,300.00
Update or Revision to Review Certification for Non-Complex Appraisal	Each	\$400.00 - \$500.00
Update or Revision to Review Certification for Complex Appraisal	Each	\$500.00 - \$600.00

- 12. SCC shall be the sole entity having the authority to accept performance of CONSULTANT and/or performance of any approved sub-consultant, and the sole entity approved to make payments on its behalf.
- 13. The CONSULTANT may subcontract a portion of the project to another consultant. However, any sub-consultant must be listed on either IDOT's Approved Appraiser Listing, if performing appraisal services, or IDOT's Fee/Specialty Agent Review Appraiser List, if performing review appraisals. Either/or shall be in accordance with the LAPPM.
- 14. The CONSULTANT, upon payment by SCC, shall pay all the monies due the sub-consultant(s) and/or vendor(s).
- 15. The range of cost for services, as included herein, shall cover all costs associated with each item of work as described in the St. Clair County Dept. of Roads & Bridges Procurement of Appraisal and Review Appraisal Services pamphlet for Sec. 21-00000-01-LA.
- 16. Any costs associated with an issued work order must fall within the range of values attached hereto. The costs submitted for each item of work are subject to negotiation and approval by representatives of SCC.
- 17. That payments due the CONSULTANT for services rendered pursuant to this Contract and in accordance with the St. Clair County Dept. of Roads & Bridges Procurement of Appraisal and Review Appraisal Services pamphlet will be made as soon as practicable after the services have been performed.
- 18. The CONSULTANT will endorse all final draft reports, appraisals, title documents, and relocation documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in the full-time employ of the CONSULTANT and responsible for the portion of the SERVICES for which license registration is required. These sealed documents will serve as the record documents for the SERVICES covered by the terms of the Contract.

- 19. The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the SERVICES, for which Illinois Statutes require a license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the SERVICES, all subject to SCC's approval.
- 20. The CONSULTANT's key personnel specified by name in the contract shall be considered essential to the SERVICES being performed. If, for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advanced written notification of the substitution to the County Engineer. Such written notification shall include the proposed successor's name and resume of their qualifications. SCC shall have the right to approve or reject the proposed successor. The CONSULTANT shall report within 15 working days that a key person is no longer employed by the CONSULTANT and hence will no longer be available to perform SERVICES on the project. The CONSULTANT shall provide the successor's name and resume expeditiously, but within 60 days of the key person no longer being available. The CONSULTANT's failure to comply with this section may result in termination of the contract and/or loss of ability to do work with SCC.
- 21. The CONSULTANT'S quality assurance and quality control (QA/QC) shall consist of planned and systematic procedures to provide with adequate confidence that the land acquisition process is followed according to policy and law with a system for maintaining desired standards of the product.
- 22. The CONSULTANT covenants that CONSULTANT has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of its SERVICES under the Contract.
- 23. The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any principal or principals of the CONSULTANT to render the SERVICES set forth in the Contract, neither the CONSULTANT nor the surviving principals shall be relieved of their obligations to complete performance thereunder. However, in such an occurrence, SCC at its own option may terminate the Contract if it is not furnished competent evidence that the SERVICES can still be acceptably finished as scheduled.
- 24. SERVICES to be performed by the CONSULTANT under the Contract shall begin within five (5) days after date of authority to proceed. SCC is not liable and will not pay the CONSULTANT for any SERVICES performed prior to the date of this authorization.
- 25. The CONSULTANT and SCC agree to meet the project schedule in the Contract. Timeliness in meeting the project schedule is a factor that will be considered in the CONSULTANT'S performance. An unfavorable performance is a penalty that will be reflected when future assignments are being considered.
- 26. CONSULTANTS are responsible for the faithful performance of the Contract and shall have internal monitoring procedures and processes as set forth in their proposed work plan to ensure compliance. SCC reserves the right to monitor and track CONSULTANT's performance over the course of the Contract. The information gathered may be used in administration of the Contract, and may be used when evaluating the CONSULTANT in future procurements.
- 27. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the CONSULTANT (such as acts of God or a public enemy, acts of SCC not resulting from the CONSULTANT's unacceptable SERVICES, fire, strikes, flood and the like) no claim for DAMAGES shall be made by either party. The anticipated date of completion of the SERVICES, including review time (if applicable), will be stated in the Contract or adjustment of the fee for the remaining SERVICES may be requested by either party if overall delay from only these unforesceable causes prevents completion of the SERVICES within twelve (12) months after this specified completion date.
- 28. In accordance with SCC practices, the CONSULTANT will notify all property owners of intent to enter for land acquisition. If owners cannot be found, the occupant will be notified. SCC will supply requested documents identifying the CONSULTANT as SCC's agent. If the property owner or occupant denies the CONSULTANT permission to enter or if neither can be found, such incident will be reported to SCC. SCC will initiate necessary procedures after receipt of such report.
- 29. Neither this Contract nor any portion of the SERVICES under this Contract shall be sublet, sold, transferred, assigned or otherwise disposed of to other firms or successors in interest except with prior written consent of SCC. SCC's written consent shall in no way relieve the CONSULTANT from its primary responsibility for the performance and accuracy of the SERVICES.

- 30. Sub-consultants must be approved in accordance with IDOT's requirements. For specialized SERVICES that are required but which do not fall into the areas of approval of IDOT, a firm not approved may be used with SCC's approval.
- 31. A copy of the signed and dated sub-consultant agreement must be furnished to SCC and approved before any payments will be made to the CONSULTANT for sub-consultant services.
- 32. SCC will not reimburse the CONSULTANT any amount in excess of its actual payments to the sub-consultant made within the limits and provisions of the sub-consultant agreement approved by SCC.
- 33. The CONSULTANT will include clauses in its sub-consultant agreement with any sub-consultant that stipulates that the SERVICES under the Contract shall not be sublet, sold, transferred, assigned or otherwise disposed of to other firms except with prior written consent of SCC.
- 34. The CONSULTANT shall make no commitments to any Utility which becomes binding upon SCC.
- 35. The CONSULTANT and SCC agree to work together on a basis of trust, good faith and fair dealing to achieve the intent of this Contract. Each party shall take such actions that are reasonably necessary to enable the accurate completion of the professional SERVICES and other obligations provided for under this Contract as intended in a timely, efficient and economical manner.
- 36. The CONSULTANT will apply appropriate care to the performance of the professional SERVICES, and the preparation of all SERVICES expressed in this Contract. The CONSULTANT shall be governed by that degree of care, knowledge, skill, and diligence that other reputable members of the profession would ordinarily exercise under like circumstances.
- 37. CONSULTANT shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance in accordance with the SCC Standard Insurance Certificate Requirements. A copy of which is included for reference.
- 38. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless SCC, its officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees and costs of defense, arising out of or resulting from performance of the SERVICE and/or work, but only to the extent caused in whole or in part by any negligent act or omission of the CONSULTANT, any sub-consultant, or anyone directly or indirectly employed by any of them or anyone whose acts may be liable.
- 39. In any case where the CONSULTANT deems that additional compensation will be due them for SERVICES, or materials not covered in the Contract nor ordered in writing by SCC, the CONSULTANT shall notify SCC in writing before they begin the additional SERVICES for which they propose to base the claim. If such notification is not previously given or claimed costs are not clearly identified and separated in their accounting records, the CONSULTANT agrees to waive the claim for such additional compensation. However, such notice or accounting by the CONSULTANT shall not in any way be construed as proving the validity of their claim.
- 40. The CONSULTANT shall perform the SERVICES required under the Contract in accordance with the policies and procedures of the LAPPM and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, in effect at the time of the Contract. In case of conflict in the references, the CONSULTANT shall identify them to SCC and follow the instructions furnished by SCC.
- 41. SCC may, upon written notice and without invalidating the Contract, require changes resulting in the revision or abandonment of SERVICES already performed by the CONSULTANT or require other elements of SERVICE not originally contemplated and for which full compensation is not provided in any portion of the Contract. The value of such changes, to the extent not reflected in other COMPENSATION to the CONSULTANT, shall be determined by the contracting and approving parties in accordance with methods of payment set forth in the Contract, and the compensation shall be adjusted accordingly. SCC is not obligated to pay the CONSULTANT for SERVICES performed on changes prior to authorization by SCC.
- 42. If SCC is dissatisfied with the CONSULTANT's performance, or believes that there has been a substantial decrease in the CONSULTANT's productive capacity, SCC may give written notice that remedial action shall be taken by the CONSULTANT within 30 calendar days. If such action is not taken, SCC may terminate the Contract by giving written notice to the CONSULTANT at least

15 calendar days prior to the effective date of termination. In this event, the CONSULTANT shall be paid for the value of all acceptable SERVICES performed prior to the effective date of termination based on the payment terms of the Contract.

- 43. Further, SCC at its sole discretion may terminate the Contract for any reason, which involves no fault of the CONSULTANT, by giving written notice to the CONSULTANT at least 15 calendar days prior to the effective date of the termination. In this event, the CONSULTANT shall be paid.
- 44. The CONSULTANT agrees that all survey data, reports, drawings, studies, specifications, estimates, maps and computations prepared by or for them under the terms of the Contract shall be properly arranged, indexed and delivered to SCC upon termination or completion of the SERVICES. These documents shall become and remain the property of SCC, which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided in the Contract.
- 45. The CONSULTANT shall at all times observe and comply with all Federal and State laws, local laws, orders, ordinances and regulations which in any manner affect the conduct of SERVICES, or which may have an affect over the project. The CONSULTANT shall indemnify and hold harmless SCC, the Public Building Commission of SCC and all of their respective officers, agents, employees, and servants against any claim or liability arising from or based on the breach of such law, ordinance, regulation, order, whether by the CONSULTANT or anyone subject to the control of the CONSULTANT. The assurances hereinafter made by the CONSULTANT are each a material representation of fact upon which reliance is placed by SCC in entering into this Contract. SCC may terminate the Contract if it is later determined that the CONSULTANT rendered a false or erroneous assurance.
- 46. Section 33E-11 of the Criminal Code of 1961 provides: that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime CONSULTANT that the prime CONSULTANT is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The State and units of local government shall provide appropriate forms for such certification. A CONSULTANT who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) It has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

The CONSULTANT certifies that the CONSULTANT is not barred from contracting with SCC by reason of a violation of either Section 33E-3 or Section 33E-4.

- 47. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 48. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract 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.

49. This Contract, including those documents incorporated herein by reference, constitute the entire agreement between the Parties concerning the subject matter, and supersede all prior oral and written proposals, contracts, and understandings between the parties concerning the subject matter of this Contract. The Parties agree that signature, be it manual or digital, hold equal force in execution of the agreement, and that execution by their representatives is not required to be on the same date. The Parties certify they have read and understand the certifications and assurances described herein, and endorsement as to the contract as a whole constitute an endorsement of each paragraph individually. Both SCC and CONSULTANT have been given adequate time and opportunity to consult with legal counsel as to the interpretation of the terms and commitments herein. The parties agree that interpretation of any ambiguous provision contained within the body of this document, or the documents referenced herein, will not be construed against one party over another.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by representatives of the parties as follows:

ST. CLAIR COUNTY

Date:

Chairman, St. Clair County Board

CONSULTANT

Title: Transportation Division Marage - Illinois

Brie R Melle

Organization: Lochmueller Group

18B East Main Street, Suite 100

Belleville, IL 62220



FORMAL CONTRACT PROPOSAL NON-PROFESSIONAL LAND AQUISITION SERVICES

APPRAISALS AND REVIEW APPRAISALS

This contract is made and entered into this	day of	, Between St. Clair County,				
acting through its County Board, and	Volkert, Inc.	(CONSULTANT) and covers certain land				
acquisition services in connection with projects c	onstructed on the County High	vay System.				
	, ,	, ,				
As used herein, the following terms, abbreviations, and phrases shall be interpreted to have the following meanings:						
1. "Engineer" shall be interpreted to mean	County Engineer					
2. "SCC" shall be interpreted to mean St. Clair County Dept. of Roads and Bridges						
3. "IDOT" shall be interpreted to mean Illinois Department of Transportation						
4. "LAPPM" shall be interpreted to mean IDOT's Land Acquisition Policies and Procedures Manual						
5. "SERVICES" shall be interpreted to mea	an services provided by the CO	NSULTANT or on their behalf in the performance of				
studies, surveys, assessments, evaluations	consultations, inspections, sch	eduling, sequencing, training, appraisals, review				
appraisals, negotiation documents, associ	ated title work, relocation document	nents, and/or land surveys				
"The Parties" shall be interpreted to mea	in St. Clair County Dept. of Roa	ads and Bridges, and CONSULTANT.				
-	, .	<i>5</i> ,				
Terms of Contract						

- 1. This Contract shall be in effect from the time of execution until January 01, 2025, or whenever the cumulative amount of the contract reaches \$250,000.00, whichever is sooner. There will be no option to automatically renew this Contract.
- SCC proposes to engage CONSULTANT to furnish certain land acquisition services as defined in a Work Order prepared by SCC for projects involving the St. Clair County Highway System.
- 3. Pursuant to 605 ILCS 5/5-101.2, SCC has the authority to retain CONSULTANT for SERVICES. CONSULTANT certifies it, including any officer or employee, is in compliance with Illinois law regarding registration or licensure with professional regulatory agencies or bodies. CONSULTANT certifies it is in compliance with Illinois law regarding registration of business entities with the Illinois Secretary of State, and any other necessary agency or body applicable to a business entity engaging itself in contracts in Illinois for SERVICES.
- 4. SCC and the CONSULTANT hereby certify they are in compliance with all applicable procurement laws and codes.
- 5. If any certification made by the CONSULTANT or term or condition in this Contract changes, the CONSULTANT must notify SCC in writing within seven (7) calendar days.
- 6. In compliance with 30 ILCS 550/6a-3-1, every agreement for goods or services shall provide that CONSULTANT shall maintain certain records and documents. The CONSULTANT acknowledges a duty to, and shall maintain for a minimum of 5 years after the completion of this Contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Contract; this contract and all books, records, and supporting documents related to the Contract shall be available for review and audit upon request. CONSULTANT agrees to cooperate fully with any audit conducted, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by Illinois law, and affirmed by CONSULTANT in this paragraph, shall establish a presumption in favor of SCC for the recovery of any funds paid by SCC under the Contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 7. Pursuant to the Prevailing Wage Act (820 ILCS 130, et seq.), not less than the prevailing rate of wages as found by the Illinois Department of Labor, or determined by the court, shall be paid to all laborers, workers, and mechanics performing work under this Contract. During Contract performance, if the prevailing rate of wages is revised, the revised rate shall apply. Prevailing rate of wages are available on the Illinois Department of Labor official website: http://www.illinois.gov/idol/Laws-Rules/ CONMED/

Pages/Rates.aspx. All other applicable provisions of the prevailing Wage Act apply, including notice provisions, record retention, and submittal of certified payrolls.

- 8. The CONSULTANT agrees to perform, at the direction of SCC, the services described in the St. Clair County Dept. of Roads and Bridges Procurement of Appraisal and Review Appraisal Services Booklet for Section 21-00000-01-LA.
- 9. The CONSULTANT shall commence work after receiving notification to proceed from SCC. The work shall be completed and delivered to SCC at the prescribed time shown on the work order. All work orders must be issued within 36 months of the execution date and the work order must be completed by the termination date.
- 10. The project schedule will be determined by individual work orders.
- 11. Compensation for the land acquisition services provided in this Contract for the pay items listed below and authorized by work orders, shall be at or below the amount as detailed below for each unit.

PAY ITEM	UNIT	RANGE OF COSTS
Project Manager	Hourly	\$ 150.00
Court Appearance	Hourly	\$ 175.00
Non-Complex Appraisal	Fach	\$2,000.00 - \$7,500.00
Complex Appraisal	Each	\$2,800.00 - \$15,000.00
Update or Revisions to Non-Complex Appraisal	Each	\$800.00 - \$5,000.00
Update or Revisions to Complex Appraisal	Each	\$800.00 - \$5,000.00
Review Certification for Non-Complex Appraisal	Each	\$1,000.00 - \$4,000.00
Review Certification for Complex Appraisal	Each	\$1,200.00 - \$7,000.00
Update or Revision to Review Certification for Non-Complex Appraisal	Each	\$700.00 - \$5,000.00
Update or Revision to Review Certification for Complex Appraisal	Each	\$500,00 - \$3,500.00

- 12. SCC shall be the sole entity having the authority to accept performance of CONSULTANT and/or performance of any approved sub-consultant, and the sole entity approved to make payments on its behalf.
- 13. The CONSULTANT may subcontract a portion of the project to another consultant. However, any sub-consultant must be listed on either IDOT's Approved Appraiser Listing, if performing appraisal services, or IDOT's Fee/Specialty Agent Review Appraiser List, if performing review appraisals. Either/or shall be in accordance with the LAPPM.
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- 15. The range of cost for services, as included herein, shall cover all costs associated with each item of work as described in the St. Clair County Dept. of Roads & Bridges Procurement of Appraisal and Review Appraisal Services pamphlet for Sec. 21-00000-01-LA.
- 16. Any costs associated with an issued work order must fall within the range of values attached hereto. The costs submitted for each item of work are subject to negotiation and approval by representatives of SCC.
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- 18. The CONSULTANT will endorse all final draft reports, appraisals, title documents, and relocation documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in the full-time employ of the CONSULTANT and responsible for the portion of the SERVICES for which license registration is required. These sealed documents will serve as the record documents for the SERVICES covered by the terms of the Contract.

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- 20. The CONSULTANT's key personnel specified by name in the contract shall be considered essential to the SERVICES being performed. If, for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advanced written notification of the substitution to the County Engineer. Such written notification shall include the proposed successor's name and resume of their qualifications. SCC shall have the right to approve or reject the proposed successor. The CONSULTANT shall report within 15 working days that a key person is no longer employed by the CONSULTANT and hence will no longer be available to perform SERVICES on the project. The CONSULTANT shall provide the successor's name and resume expeditiously, but within 60 days of the key person no longer being available. The CONSULTANT's failure to comply with this section may result in termination of the contract and/or loss of ability to do work with SCC.
- 21. The CONSULTANT'S quality assurance and quality control (QA/QC) shall consist of planned and systematic procedures to provide with adequate confidence that the land acquisition process is followed according to policy and law with a system for maintaining desired standards of the product.
- 22. The CONSULTANT covenants that CONSULTANT has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of its SERVICES under the Contract.
- 23. The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any principal or principals of the CONSULTANT to render the SERVICES set forth in the Contract, neither the CONSULTANT nor the surviving principals shall be relieved of their obligations to complete performance thereunder. However, in such an occurrence, SCC at its own option may terminate the Contract if it is not furnished competent evidence that the SERVICES can still be acceptably finished as scheduled.
- 24. SERVICES to be performed by the CONSULTANT under the Contract shall begin within five (5) days after date of authority to proceed. SCC is not liable and will not pay the CONSULTANT for any SERVICES performed prior to the date of this authorization.
- 25. The CONSULTANT and SCC agree to meet the project schedule in the Contract. Timeliness in meeting the project schedule is a factor that will be considered in the CONSULTANT'S performance. An unfavorable performance is a penalty that will be reflected when future assignments are being considered.
- 26. CONSULTANTS are responsible for the faithful performance of the Contract and shall have internal monitoring procedures and processes as set forth in their proposed work plan to ensure compliance. SCC reserves the right to monitor and track CONSULTANT's performance over the course of the Contract. The information gathered may be used in administration of the Contract, and may be used when evaluating the CONSULTANT in future procurements.
- 27. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the CONSULTANT (such as acts of God or a public enemy, acts of SCC not resulting from the CONSULTANT's unacceptable SERVICES, fire, strikes, flood and the like) no claim for DAMAGES shall be made by either party. The anticipated date of completion of the SERVICES, including review time (if applicable), will be stated in the Contract or adjustment of the fee for the remaining SERVICES may be requested by either party if overall delay from only these unforeseeable causes prevents completion of the SERVICES within twelve (12) months after this specified completion date.
- 28. In accordance with SCC practices, the CONSULTANT will notify all property owners of intent to enter for land acquisition. If owners cannot be found, the occupant will be notified. SCC will supply requested documents identifying the CONSULTANT as SCC's agent. If the property owner or occupant denies the CONSULTANT permission to enter or if neither can be found, such incident will be reported to SCC. SCC will initiate necessary procedures after receipt of such report.
- 29. Neither this Contract nor any portion of the SERVICES under this Contract shall be sublet, sold, transferred, assigned or otherwise disposed of to other firms or successors in interest except with prior written consent of SCC. SCC's written consent shall in no way relieve the CONSULTANT from its primary responsibility for the performance and accuracy of the SERVICES.

- 30. Sub-consultants must be approved in accordance with IDOT's requirements. For specialized SERVICES that are required but which do not fall into the areas of approval of IDOT, a firm not approved may be used with SCC's approval.
- 31. A copy of the signed and dated sub-consultant agreement must be furnished to SCC and approved before any payments will be made to the CONSULTANT for sub-consultant services.
- 32. SCC will not reimburse the CONSULTANT any amount in excess of its actual payments to the sub-consultant made within the limits and provisions of the sub-consultant agreement approved by SCC.
- 33. The CONSULTANT will include clauses in its sub-consultant agreement with any sub-consultant that stipulates that the SERVICES under the Contract shall not be sublet, sold, transferred, assigned or otherwise disposed of to other firms except with prior written consent of SCC.
- 34. The CONSULTANT shall make no commitments to any Utility which becomes binding upon SCC.
- 35. The CONSULTANT and SCC agree to work together on a basis of trust, good faith and fair dealing to achieve the intent of this Contract. Each party shall take such actions that are reasonably necessary to enable the accurate completion of the professional SERVICES and other obligations provided for under this Contract as intended in a timely, efficient and economical manner.
- 36. The CONSULTANT will apply appropriate care to the performance of the professional SERVICES, and the preparation of all SERVICES expressed in this Contract. The CONSULTANT shall be governed by that degree of care, knowledge, skill, and diligence that other reputable members of the profession would ordinarily exercise under like circumstances.
- 37. CONSULTANT shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance in accordance with the SCC Standard Insurance Certificate Requirements. A copy of which is included for reference.
- 38. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless SCC, its officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees and costs of defense, arising out of or resulting from performance of the SERVICE and/or work, but only to the extent caused in whole or in part by any negligent act or omission of the CONSULTANT, any sub-consultant, or anyone directly or indirectly employed by any of them or anyone whose acts may be liable.
- 39. In any case where the CONSULTANT deems that additional compensation will be due them for SERVICES, or materials not covered in the Contract nor ordered in writing by SCC, the CONSULTANT shall notify SCC in writing before they begin the additional SERVICES for which they propose to base the claim. If such notification is not previously given or claimed costs are not clearly identified and separated in their accounting records, the CONSULTANT agrees to waive the claim for such additional compensation. However, such notice or accounting by the CONSULTANT shall not in any way be construed as proving the validity of their claim.
- 40. The CONSULTANT shall perform the SERVICES required under the Contract in accordance with the policies and procedures of the LAPPM and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, in effect at the time of the Contract. In case of conflict in the references, the CONSULTANT shall identify them to SCC and follow the instructions furnished by SCC.
- 41. SCC may, upon written notice and without invalidating the Contract, require changes resulting in the revision or abandonment of SERVICES already performed by the CONSULTANT or require other elements of SERVICE not originally contemplated and for which full compensation is not provided in any portion of the Contract. The value of such changes, to the extent not reflected in other COMPENSATION to the CONSULTANT, shall be determined by the contracting and approving parties in accordance with methods of payment set forth in the Contract, and the compensation shall be adjusted accordingly. SCC is not obligated to pay the CONSULTANT for SERVICES performed on changes prior to authorization by SCC.
- 42. If SCC is dissatisfied with the CONSULTANT's performance, or believes that there has been a substantial decrease in the CONSULTANT's productive capacity, SCC may give written notice that remedial action shall be taken by the CONSULTANT within 30 calendar days. If such action is not taken, SCC may terminate the Contract by giving written notice to the CONSULTANT at least 15 calendar days prior to the effective date of termination. In this event, the CONSULTANT shall be paid for the value of all acceptable SERVICES performed prior to the effective date of termination based on the payment terms of the Contract.

- 43. Further, SCC at its sole discretion may terminate the Contract for any reason, which involves no fault of the CONSULTANT, by giving written notice to the CONSULTANT at least 15 calendar days prior to the effective date of the termination. In this event, the CONSULTANT shall be paid.
- 44. The CONSULTANT agrees that all survey data, reports, drawings, studies, specifications, estimates, maps and computations prepared by or for them under the terms of the Contract shall be properly arranged, indexed and delivered to SCC upon termination or completion of the SERVICES. These documents shall become and remain the property of SCC, which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided in the Contract.
- 45. The CONSULTANT shall at all times observe and comply with all Federal and State laws, local laws, orders, ordinances and regulations which in any manner affect the conduct of SERVICES, or which may have an affect over the project. The CONSULTANT shall indemnify and hold harmless SCC, the Public Building Commission of SCC and all of their respective officers, agents, employees, and servants against any claim or liability arising from or based on the breach of such law, ordinance, regulation, order, whether by the CONSULTANT or anyone subject to the control of the CONSULTANT. The assurances hereinafter made by the CONSULTANT are each a material representation of fact upon which reliance is placed by SCC in entering into this Contract. SCC may terminate the Contract if it is later determined that the CONSULTANT rendered a false or erroneous assurance.
- 46. Section 33E-11 of the Criminal Code of 1961 provides: that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime CONSULTANT that the prime CONSULTANT is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The State and units of local government shall provide appropriate forms for such certification. A CONSULTANT who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) It has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

The CONSULTANT certifies that the CONSULTANT is not barred from contracting with SCC by reason of a violation of either Section 33E-3 or Section 33E-4.

- 47. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 48. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract 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.
- 49. This Contract, including those documents incorporated herein by reference, constitute the entire agreement between the Parties concerning the subject matter, and supersede all prior oral and written proposals, contracts, and understandings between the parties concerning the subject matter of this Contract. The Parties agree that signature, be it manual or digital, hold equal force in execution of

the agreement, and that execution by their representatives is not required to be on the same date. The Parties certify they have read and understand the certifications and assurances described herein, and endorsement as to the contract as a whole constitute an endorsement of each paragraph individually. Both SCC and CONSULTANT have been given adequate time and opportunity to consult with legal counsel as to the interpretation of the terms and commitments herein. The parties agree that interpretation of any ambiguous provision contained within the body of this document, or the documents referenced herein, will not be construed against one party over another.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by representatives of the parties as follows:

Freeburg, IL 62243

ST. CLAIR COUNTY			
COL	Date: _		
Chairman, St. Clair County Board			
CONSULTANT			
Cased Nall	Date:	01/18/2022	
Title: Senior Vice President			
Organization: Volkert, Inc. #4 Industrial Drive			*

RESOLUTION #2686-22-RT

BE IT RESOLVED, by the County Board of St. Clair County, Illinois, that the following structures be improved under the Illinois Highway Code:

Structures 082-3081 and 082-3082, located along County Highway 97, FAU 9212, Curtiss-Steinberg Road, located approximately 1720 feet East of Falling Springs Road; and

BE IT FURTHER RESOLVED, that the improvement will consist of replacing the existing bearing assemblies, repairing the failed slope walls, HMA surface removal and replacement and other ancillary bridge work; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Four Hundred and Eighty Five Thousand Dollars (\$485,000.00) from the County's REBUILD Illinois Funds for the design and construction of this improvement; and

BE IT FURTHER RESOLVED, that the improvement be designated as Section 20-00304-06-BR; and

BE IT FURTHER RESOLVED, that the County Engineer be, and he is, hereby authorized and directed to prepare or cause to be prepared plans and specifications for the construction of the said Section; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, through its Region Five Engineer's office in Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illingis, this 31st day of January 2022.

Attest

County Board Chairman

County Clerk

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RESOLUTION #2687-22-RT

BE IT RESOLVED, by the County Board of St. Clair County, Illinois, that the following described County Highway be improved under the Illinois Highway Code:

County Highway 71, Saxtown Road, approximately 360 feet southwest of Floraville Road; and

BE IT FURTHER RESOLVED that the improvement will consist of the removal and replacement of the existing pipe culvert and incidentals; and

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of Sixty Thousand (\$60,000.00) Dollars from the County's Bridge Fund for the design and construction of this improvement; and

BE IT FURTHER RESOLVED that the improvement be designated as Section 21-00199-03-DR; and

BE IT FURTHER RESOLVED that the County Engineer be, and he is, hereby authorized and directed to prepare or cause to be prepared plans and specifications for the construction of the said Section.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 31st day of January 2022.

Attest

County Board Chairman

County Clerk

RESOLUTION #2687-22-RT

1	RESOLUTION #2687-22-R
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FINANCE COMMITTEE	

RESOLUTION #2688-22-RT

WHEREAS, Spectrum Mid-America, by Highway Permit 2715 seeks permission and authority to install a buried communication line along the East side of S. 74th St., C.H. 84, Maintenance Section P-63-1, for 1,098 feet. Starting at the intersection with Old St. Louis Rd. to Magna Dr. then under S.74th St heading West along Magna Dr. on the North side of the road.

WHEREAS, said plans submitted for the construction have been accepted and approved by the Highway Department.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 31st day of January 2022.

Attest

County Clerk

County Board Chairman

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RESOLUTION #2689-22-RT

WHEREAS, Spectrum Mid-America, by Highway Permit 2716 seeks permission and authority to install a buried communication line along the North side of Frank Scott Parkway West, C.H. 95, Maintenance Section H-62-8, for 2,980 feet. Starting at the intersection with Frank Scott Parkway West and Hawksbill Dr. to the intersection of Frank Scott Parkway West and IL Rte 161.

WHEREAS, said plans submitted for the construction have been accepted and approved by the Highway Department.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 31st day of January 2022.

Attest

County Board Chairman

County Clerk

RESOLUTION #2689-22-RT

RESOLUTION 2690-22-RT

WHEREAS, pursuant to duly published notices, Material Quotations were received in the office of the County Engineer, 1415 North Belt West, Belleville, IL. 62226, until 2:30 P.M., January 18, 2022, at which time they were publicly opened and read, for furnishing Corrugated Steel Culvert Pipe and Bands, of the sizes specified, for the calendar year 2022 as included in Section 22-00000-00-GM (Culverts); and,

WHEREAS, the bids received were as follows:

<u>Bidder</u>				
	<u>Size</u>	Unit Price	Quantity	<u>Total</u>
Metal Culverts, Inc.	12" dia	\$16.47	1,600 LIN FT	\$26,352.00
711 Heisinger Road	15" dia	\$20.72	1,750 LIN FT	\$36,260.00
P.O. Box 330	18" dia	\$24.61	2,690 LIN FT	\$66,200.90
Jefferson City, MO 65102	24" dia	\$32.93	730 LIN FT	\$24,038.90
	30" dia	\$40.33	290 LIN FT	\$11,695.70
	36" dia	\$48.10	200 LIN FT	\$ 9,620.00
	42" dia	\$56.24	80 LIN FT	\$ 4,499.20
	60" dia	\$134.93	60 LIN FT	\$ 8,095.80
	72" dia	\$205.80	40 LIN FT	\$ 8,232.00
Add 10 % to unit prices for Pipe A	rch for 15" T	O 30" inclusive	9	
DANIDO	400 11			
BANDS	12" dia	\$23.36	100 Each	\$2,336.00
	15" dia	\$29.40	60 Each	\$1,764.00
	18" dia	\$34.91	65 Each	\$2,269.15
	24" dia	\$46.73	30 Each	\$1,401.90
	30" dia	\$57.23	10 Each	\$ 572.30
	36" dia	\$68.25	4 Each	\$ 273.00
	42" dia	\$119.70	2 Each	\$ 239.40
	60" dia	\$269.86	2 Each	\$ 539.72
	72" dia	\$411.60	2 Each	\$ 823.20
and.				

WHEREAS, the purpose of requesting quotations is to establish a unit price on quantities considered approximate only.

NOW THEREFORE, BE IT RESOLVED, that the bids received be awarded based on the unit price submitted.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer's office at Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 31st day of January 2022.

Attest

County Board Chairman

County Clerk

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FINANCE COMMITTEE

RESOLUTION #2691-22-RT

WHEREAS, pursuant to duly published notices, Material Quotations were received in the office of the County Engineer, 1415 North Belt West, Belleville, IL. 62226, until 2:30 P.M., January 18, 2022, at which time they were publicly opened and read, for furnishing HMA Surface Course, Mix "D", N50, (Group 1); HMA Surface Course, Mix "C", N50, (Group 2); Bituminous Mix for Maintenance (IDOT Spec. M 120-16), (Group 3) and Bituminous Mixture for Maintenance (IDOT Spec. M 19-07), (Group 4); all F.O.B. plant, for the calendar year 2022, as required for the maintenance of various County Highways and Road District roads as listed in Section 22-00000-00-GM (Patch); and,

WHEREAS, the bids received were as follows:

<u>Bidder</u>	Group 1 400 Ton <u>Unit Price</u>	Group 2 850 Ton <u>Unit Price</u>	Group 3 1,050 Ton <u>Unit Price</u>	Group 4 1,250 Ton <u>Unit Price</u>
Asphalt Sales and Products, Inc. 35 Commerce Drive Lebanon, IL 62254	\$85.00/ton	\$75.00/ton	\$140.00/ton	\$90.00/ton
Christ Bros. Asphalt, Inc S. Fritz St. PO Box 158 Lebanon, IL 62254	\$85.00/ton (1, 2, 3)	\$75.00/ton (1, 2, 3)	\$140.00/ton (2, 3)	\$90.00/ton (2, 3)

Christ Bros. Locations:

- (1) 2905 Stolle Road, Dupo, IL 62239
- (2) 6411 Collinsville Road, East St. Louis, IL 62201
- (3) 1100 Reese Drive, Lebanon, IL 62254

and,

WHEREAS, the purpose of requesting quotations is to establish a unit price on quantities considered approximate only; and,

WHEREAS, the cost of hauling to the unloading point, as well as the unit price at the source will be considered in determining the source from which the material shall be obtained, as specified in the proposal. All bids are subject to the concurrence of the Highway Commissioners of the various Road Districts as provided by law.

NOW THEREFORE, BE IT RESOLVED, that the bids received be awarded based on the unit price submitted and that the source of each product shall be decided based upon unit cost and mileage to the final destination of the projects.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer's office at Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 31st day of January 2022

Attest

County Board Chairman

County Clerk

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FINANCE COMMITTEE

RESOLUTION #2692-22-RT

WHEREAS, pursuant to duly published notices, Material Quotations were received in the office of the County Engineer, 1415 North Belt West, Belleville, IL. 62226, until 2:30 P.M., January 18; 2022, at which time they were publicly opened and read, for Furnishing CA02 or CM02; Furnishing CA06 or CM06; Furnishing Seal Coat Aggregate CA16, CM16 or CN16LO-15; Furnishing Seal Coat Aggregate CA14 or CM14; Furnishing Seal Coat Aggregate Crushed Blast Furnace Slag CA13 or CM13; Furnishing Riprap RR3 and RR4, as Alternate A (loaded on trucks at quarry or stockpile) and Alternate B (to stockpiles within the County as directed by Road Commissioner or County Engineer), for the calendar year 2022, as required for the maintenance of various County Highways and Road District roads as Section 22-00000-00-GM (Stone); and,

WHEREAS, the bids received were as follows:

BIDDERS:

Verlan Funk Truck Service 5087 State Route 15 Freeburg, IL 62243

CA02/CM02

	AI ROAD DI	t B STRICTS	
Alt A 1,410 Tons	Lebanon 110 Tons	Stookey 1,200 Tons	St. Clair County 100 Tons
N/A	N/A	N/A	N/A

CA06/CM06

				NIT B D DISTRICT	S	
Alt A 4,625Tons	Canteen 200 Tons	Centreville 200 Tons	Lenzburg 100 Tons	Marissa 400 Tons	Millstadt 100 Tons	O'Fallon 200 Tons
N/A	N/A	N/A	\$11.25	N/A	N/A	N/A
		ontinued)				
	St. Clair	Stookey		St	. Clair Coun	ty
	225 Tons	1200 Tons			2000 tons	•
	N/A	N/A			N/A	

CA16/CM16/CN16LO-15

Alt B ROAD DISTRICTS

Alt A Caseyville Centreville Lebanon Marissa Mascoutah 7,275 Tons 300 Tons 300 Tons 1,710 Tons 1,000 Tons 600 Tons N/A N/A N/A N/A N/A \$14.15

Alt B (continued) ROAD DISTRICTS

O'Fallon St. Clair Smithton Stookey 250 Tons 465 Tons 1,300 Tons 1,200 Tons 150 tons

N/A N/A \$13.25 N/A N/A

CA14/CM14

Alt B

Alt A Lenzburg Millstadt
1,245 Tons 1000 Tons 245 Tons

N/A \$16.00 N/A

Furnishing Seal Coat Crushed Blast Furnace Slag CA13 or CM13

Alt B

Alt A Centreville Fayetteville Mascoutah Smithton 2,300 Tons 150 Tons 800 Tons 700 Tons 650 Tons

N/A

N/A

N/A

N/A

N/A

RIPRAP RR3

Alt B ROAD DISTRICTS

Alt A

Centreville Fayetteville O'Fallon Stookey
450 Tons

100 Tons

50 Tons

100 Tons

100 Tons

100 Tons

N/A

N/A

N/A

N/A

N/A

N/A

N/A

RIPRAP RR4

Alt B ROAD DISTRICTS

Alt B (continued)
ROAD DISTRICTS

St. Clair 10 Tons St. Clair County 500 Tons

N/A

Falling Springs Quarry Co. 2901 Stolle Road Dupo, IL 62239

CA02/CM02

Alt B

ROAD DISTRICTS

Alt A 1,410 Tons

Lebanon Stookey 110 Tons 1,200 Tons

St. Clair County 100 Tons

\$6.00

N/A

N/A

N/A

CA06/CM06

Alt B **ROAD DISTRICTS**

Alt A 4,625Tons

Canteen 200 Tons

Centreville 200 Tons

Lenzburg Marissa 100 Tons 400 Tons

Millstadt 100 Tons

O'Fallon 200 Tons

\$5.25

N/A

N/A

N/A

N/A

N/A

N/A

Alt B (continued) ROAD DISTRICTS

St. Clair 225 Tons

Stookey 1200 Tons

St. Clair County

2000 tons

N/A

N/A

N/A

CA16/CM16/CN16LO-15

Alt B

ROAD DISTRICTS

Alt A 7,275 Tons Caseyville 300 Tons

Centreville 300 Tons

Lebanon

Marissa 1,710 Tons 1,000 Tons Mascoutah 600 Tons

\$9.00

N/A

N/A

N/A

N/A

N/A

Alt B (continued)

ROAD DISTRICTS

St. Clair 465 Tons

Smithton Stookey

1,300 Tons 1,200 Tons

St. Clair County 150 tons

N/A

O'Fallon

250 Tons

N/A

N/A

N/A

CA14/CM14

Alt B

ROAD DISTRICTS

Alt A 1.245 Tons Lenzburg 1000 Tons

Millstadt 245 Tons

\$10.00

N/A

N/A

Furnishing Seal Coat Crushed Blast Furnace Slag CA13 or CM13

Alt B

ROAD DISTRICTS

Alt A 2,300 Tons Centreville 150 Tons

Fayetteville 800 Tons

Mascoutah 700 Tons

Smithton 650 Tons

N/A

N/A

N/A

N/A

N/A

RIPRAP RR3

Alt B

ROAD DISTRICTS

Alt A 450 Tons 100 Tons

Centreville Fayetteville O'Fallon Stookey 50 Tons 100 Tons 100 Tons

St. Clair County 100 Tons

\$10.95

N/A

N/A

N/A

N/A

N/A

RIPRAP RR4

Alt B **ROAD DISTRICTS**

Alt A 1,060 Tons 100 Tons

Centreville Fayetteville Lenzburg 50 Tons

300 Tons

Mascoutah O'Fallon 50 Tons

50 Tons

\$13.60

N/A

N/A

N/A

N/A

N/A

Alt B (continued) **ROAD DISTRICTS**

St. Clair 10 Tons

St. Clair County 500 Tons

N/A

Beelman Logistics, LLC. One Racehorse Drive East St. Louis, IL 62205

CA02/CM

	Al ROAD DI	t B STRICTS	
Alt A 1,410 Tons	Lebanon 110 Tons	Stookey 1,200 Tons	St. Clair County 100 Tons
\$6.90	\$14.49	\$11.29	N/A

CANG	/CM06
CAUD	

				III B D DISTRICTS	S	
Alt A 4,625Tons	Canteen 200 Tons	Centreville 200 Tons	Lenzburg 100 Tons	Marissa 400 Tons	Millstadt 100 Tons	O'Fallon 200 Tons
\$5.50	\$10.19	\$9.34	\$11.48	\$12.14	\$10.19	\$12.29
		ontinued)				
	St. Clair	Stookey		St.	Clair Count	ty
	225 Tons	1200 Tons			2000 tons	
	\$11.29	\$9.89			N/A	

CA16/CM16/CN16LO-15

	<u> </u>		RO	Alt B AD DISTRIC	TS
Alt A 7,275 Tons	Caseyville 300 Tons	Centreville 300 Tons	Lebanon 1,710 Tons	Marissa 1,000 Tons	Mascoutah 600 Tons
\$9.00	\$14.69	\$12.84	\$16.59	\$15.64	\$16.59
	Alt B (contir	nued)			

	Alt B (cor			
O'Fallon 250 Tons	St. Clair 465 Tons	Smithton 1,300 Tons	•	St. Clair County 150 tons
\$15.79	\$14.79	\$14.74	\$13.39	N/A

CA14/CM14

Alt B

ROAD DISTRICTS

Alt A 1.245 Tons Lenzburg 1000 Tons

Millstadt 245 Tons

N/A

\$18.24

\$14.94

Furnishing Seal Coat Crushed Blast Furnace Slag CA13 or CM13

Alt B

ROAD DISTRICTS

Alt A 2,300 Tons Centreville 150 Tons

Fayetteville 800 Tons

Mascoutah 700 Tons

Smithton 650 Tons

N/A

\$22.69

\$23.95

\$23.19

\$23.19

RIPRAP RR3

Alt B

ROAD DISTRICTS

Alt A 450 Tons

\$11.20

Centreville Fayetteville O'Fallon 100 Tons

\$16.99

50 Tons

Stookey 100 Tons 100 Tons

St. Clair County 100 Tons

\$20.89

\$20.79

N/A

RIPRAP RR4

Alt B

ROAD DISTRICTS

Alt A 1,060 Tons

100 Tons

50 Tons

Centreville Fayetteville Lenzburg 300 Tons

Mascoutah O'Fallon 50 Tons

50 Tons

\$11.55

\$17.24

\$21.24

\$19.14

\$20.69

\$16.84

\$21.14

Alt B (continued) ROAD DISTRICTS

St. Clair 10 Tons

St. Clair County 500 Tons

N/A

WHEREAS, the purpose of obtaining bids is to establish a unit price at the various sources on quantities considered approximate only; and

WHEREAS, the cost of hauling to the unloading point, as well as the unit price at the quarry will be considered in determining the source from which the materials shall be obtained, as specified in the proposal; and

WHEARAS, all bids are subject to approval by the Illinois Department of Transportation and concurrence by the various Road District Highway Commissioners for Road District MFT materials, all as provided by law; and

NOW, THEREFORE, BE IT RESOLVED, and it is that the unit prices be received and placed on file for the purpose of establishing unit prices for 2022 and that the cost for the type of material desired at the various supplier's locations shall be determined based upon base price and mileage from the source.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer's Office at Collinsville.

APROVED AND ABOPTED at a meeting of the County Board of the St. Clair County, Illinois, this 31ST day of January 2022.

Attest

County Board Chairman

County Clerk

RESOLUTION #2692-22-RT

\wedge	RESOL
REVIEWED BY:	
(1)	
State's Attorney's	Office
XXX MIL	OTTICE
NAIM IM	<u> </u>
Director of Adminis	stration
(Next Clus	_
- Full regul	7)
(Kushard	Krneel
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John M	ver-
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TRANSPORTATION COMM	тттьь
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M. Dillot	010
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JUDICIARY COMMITTEE	
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FINANCE COMMITTEE	Slay
TIMENOTI COMMITTIES	§

RESOLUTION NO. 2693-22-R

WHEREAS, the County of St. Clair has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS, Sec. 200/21-90 and 35 ILCS, Sec. 200/21-175 et seq.

WHEREAS, pursuant to this program the County of St. Clair has acquired an interest in the following described real estate:

(See attachment)

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

THEREFORE, the Trustee Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS, that the Chairman of the Board of St. Clair County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the above described real estate for the sum of One Hundred Forty Thousand, Five Hundred Eighty-Eight and 09/100 Dollars (\$140,588.09) paid to the Treasurer of St. Clair County, Illinois, to be distributed according to law.

Adopted by roll call vote on the 31st day of January, 2022.

Chairman, St. Clair County Board

Clerk of the Board

ATTEST

Treasurer	10.250.63	754.96	566.66	3 853 84	3 292 17	5.285.80	0.000	0,467.32		758.35	11.000,0	3,582.16	90.700,6	2,754.83	21.000.12		3,630.69	244.67	2,282.62	8,030.09	469.05	241.61	229.97	1,185.38	177.03	868 24	1	12,836.81	9,773.54	5,491.02	6.123.43	2,982.74	
Misc/ Overpmt	900	0.00	0.00	12.50	0.00	0.00		9.5		00.0	3	9.0	8 6	9 6	3		0.00	0.00	0.00	12.50	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	
Agent	3.562.22	605.45	466.22	1,856.65	1,248,20	2,081.01	1 929 84	1.062.0	9	6/2.40 2.588.12		2.512.33	4 25 6 6 6	1 129 72	7		1,724.21	390.53	1,433.67	4,155.76	450.00	450.00	450.00	594.45	450.00	450.00		5,433.94	2,660.78	2,103.50	1,434.32	1,519.88	
Recorder/ Sec of State	84.25	90.00	90.00	90.00	90.00	90.00	00 06		ć	90.06	ć	00.06	0000	00.06			90.00	90.00	90.00	90.00	333.75	150.00	84.25	105.00	105.00	135.00		84.25	84.25	90.00	84.25	90.00	
Auctioneer	405.00	0.00	0.00	0.00	0.00	0.00	00.0		S	0.00	5	0.00		000			0.00	0.00	0.00	0.00	0.00	0.00	11.25	48.75	11.25	0.00		0.00	0.00	0.00	0.00	0.00	
County Clerk	0.00	148.64	106.88	113.84	106.88	125.76	68.00	\$209.16	112 50	125.76	121 49	134.72	120 80	120.80	64 200 44	41,500.41	127.76	120.80	127.76	134.72	292.20	58.39	30.78	0.00	62.97	146.76	\$729.09	68.00	111.44	218.07	68.00	134.72	\$2,843.59
Total Collected	14,302.10	1,599.05	1,229.76	5,926.83	4,737.25	7,582.57	8,555.16	521008Wby	1.543.34	9,359.35	6.167.00	7,483.26	4.320.18	4,270.64	0721386 hu	67 000 17 10	5,572.66	846.00	3,934.05	12,423.07	1,545.00	900.00	806.25	1,933.58	806.25	1,600.00	0421271 by	18,423.00	12,630.01	7,902.59	7,710.00	4,727.34	1421271 by
Parce#	06-02.0-210-011	02-09.0-332-008	.E 01-23.0-204-005	02-20.0-114-051	02-19.0-118-100	02-08.0-303-064	02-16.0-107-046	Treasurer Check has been reduced and applied to refund for 0621008W by	16-00474	N 02-18.0-419-058	02-15.0-117-003	06-11.0-206-011	06-17.0-206-011	06-10.0-305-001	Treasurer Check has been reduced and applied to refund for 0721386 14.		02-30.0-Z10-050	03-04.0-200-029	02-34.0-200-046	02-33.0-303-002	02-16.0-306-003 THRU 012	19-00018	02-16.0-306-022	02-07.0-408-006, 007	02-16.0-306-023, 024	07-08.0-108-031, 032	reasurer Cneck has been reduced and applied to refund for 0421271 by	02-16.0-302-012	07-05.0-406-012	01-24.0-413-013	02-30.0-404-052	07-08.0-107-015	Treasurer Check has been reduced and applied to refund for 0421271 by
Account Name	SANDY TAYLOR	MYRON CHANDLER	EARLINE & VANESSA NOBLE 01-23.0-204-005	EININIA WILSON EI AL	LEONARD ALDRIDGE	MAKQUATE M HUDSON & ERVIN JACKSON III	A 1 REALTORS LLC	Treasurer Check has be	CAROL REINHARDT	TINISHA & RALPH MCGLOWN 02-18.0-419-058 JR	LARRY L GLENN	ANTHONY COX	MICHELE M THORNTON	CHRISTOPHER & JENNIFER	Treasurer Check has b	FRIC NICHOI SON	NICHOLAS A BASILIA	אוווטאיז א טאוסטויא אדדפי	BELLI AUDISON	LANSDOWNE II.	NATHAN BAKED	I ANICHONATE LL	CEDRIC D. MILSON	LANSTONAME LLO	EI REDT D. CARDAMAN	Transmitter	reasurer Check has be	MARQUITE BARNES	IMMIETENIS	DOBDIE COLTANA	SUBBIE COLEMAN	JACKSON	Treasurer Check has be
Туре	SAL	ж г С	ט נו ט נו	ָ ט ע	א ני א ני	X D	REC		SUR	REC	REC	REC	REC	REC		REC	E E	i ii	E C	S IAS	SAI	SAI	SAI	SAI	SAI	ì	i i	REC PEC	я 5 п	ם ה	ב ב ב ב		
Account	0118183	201700333	201701086	20470060	201700336	201000474	201501183		201790194	201601095	201704288	201703660	201704514	201704453		201703126	201702526	201703265	201703256	1021179	1021618	0120164	0118065	0120165	0421271	· •	004404	201401168	201500551	201303316	20120303		
RE SE	01-22-001	01-22-002	01-22-003	01-22-006	01-22-003	01-22-000	01-22-007		01-22-008	01-22-009	01-22-010	01-22-011	210-22-10	01-22-013		01-22-014	01-22-015	01-22-016	01-22-017	01-22-018	01-22-019			01-22-022	01-22-023		20 00 00						

Treasurer	9.953.39	219.22	118.14	1,765.41	202.77	3,113.79	759.31	3,562.20	2,665.02	1,173.92	616.83	2,010.85	608.33	140.46	400	76.056.55				.25
Misc/ Overpmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	¢26.00		\$3,902.32	\$3,149.25	\$140,588.09	of \$5,090.
Agent	3,320.92	450.00	450.00	843.71	244.39	1,483.63	340.69	991.80	817.02	1,099.24	671.07	960.27	385.31	450.00	\$58.376.68		is	is.	\$14(Total to Treasurer reduced by refunds due of \$5,090.25
Recorder/ Sec of State	90.00	84.25	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	\$3,149.25		Clerk Fees	State Fees	Total to County	er reduced b
Auctioneer	0.00	11.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$487.50			Recorder/Sec of State Fees	Tota	to Treasur
County Clerk	146.16	41.53	136.86	38.88	45.84	45.84	0.00	0.00	20.96	45.84	66.10	38.88	37.36	99.54	\$3,902.32			Reco		Total
Total Collected	13,510.47	806.25	795.00	2,648.00	493.00	4,643.26	1,100.00	4,554.00	3,533.00	2,319.00	1,354.00	3,010.00	1,031.00	795.00	\$199,428.27					
Parce讲	GH 02-26.0-417-075	07-05.0-205-002	02-26.0-307-041	UZ-03.0-406-040 D 02-26 0-411-010		06-02.0-310-030 03 19 0 380 831	02-13.0-203-024	06 47 0 202 042	04 24 0 226 052	01-24.0-220-055	01-01313	02 24 0 200 000	UZ-34.U-ZU3-U3U	02-15.0-117-004, 005	Totals					
Account Name	ALEX JAND AMY JMCHUGH 02-26.(AND ANITA J STEINMANN	MELINDA BROOKS	CHARI ENE WANE	CHARLES H & SHAQUILLE D	WHITE DAPPICY CHAISON	LASHA GARNER	SANTOROLINDERWIND	CHARLES IDHNSON	KEITH RANDOI PH	MARK & JENNY KRODER	T& K TRUCKING	VITTORIO BI AVI OCK &	ROSE M PERKINS	TOMMY L. JOHNSON		15	/s/ #	161	<u> </u>	Sommittee Members
Туре	REC	SAL	DEF-REC	DEF-REC	חבה מבי	DEF-REC	DEF-REC	DEF-REC	DEF-REC	DEF-SUR	DEF-REC	DEF-REC		SAL		17	oh Infort	<u> </u>	EN FOR	المار آ
Account	201601701	0419263 1020276	201704129	201701484	201703419	201601168	201502321	201603262	201700328	201690054	201700171	201602141		1021135		Mosley	4 CC	ر ب اب	3	J. J.
SES等	01-22-029	01-22-030 01-22-031	01-22-032	01-22-033	01-22-034	01-22-035	01-22-036	01-22-037	01-22-038	01-22-039	01-22-040	01-22-041	6	01-22-042 1021135		(A)	Scol	٤	3	500



ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623 (618) 825-2203 • FAX: (618) 825-2740

District 5 LONNIE MOSLEY VICE-CHAIRMAN

BOARD MEMBERS

District 1 ROBERT L. ALLEN, JR.

District 2 HARRY HOLLINGSWORTH

District 3 WILLIE L. DANCY

District 4 ROBERT A. WILHELM

District 6 ROY MOSLEY, JR.

District 7 ED COCKRELL

District 8 KEN EASTERLEY

District 9 C. RICHARD VERNIER

District 10 CJ BARICEVIC

District 11 JERRY J. DINGES

District 12 SUSAN GRUBERMAN

District 13 STEPHEN E. REEB

District 14 ROBERT J. TRENTMAN

District 15 JOHN COERS

District 16 DAVID B. LANGFORD

District 17 STEVEN GOMRIC

District 18 MATT SMALLHEER

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District 20 KEVIN DAWSON

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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 RICK CASEY January 12, 2022

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 **December**, **2021**.

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





19 PUBLIC SQUARE, SUITE 150 BELLEVILLE, ILLINOIS 62220-1624 https://www.co.st-clair.il.us



Cindy Thompson, RN, BSN President

Myla Blandford, MPH, REHS, LEHP Executive Director

Administrative/Fiscal 618.233.7703 618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease 618.233.6175 618.233.9356 fax
- Southwestern Illinois HIV Care Connect 618.825.4501 618.825.4585 fax
- Emergency Preparedness 618.233.7703 618.233.9356 fax

Personal Health

- Maternal-Child Health Programs 618.233.6170 618.236.0821 fax
- Breast and Cervical Cancer 618.233.7703 618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

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Twitter: @stclairhealth



Public Health Prevent. Promote. Protect.

St. Clair County Health Department together for your health MONTHLY ACTIVITY REPORT December 2021 Stats

	MOA	DEC	11021	110 20
ENVIRONMENTAL PROGRAMS				
ENVIRONMENTAL HEALTH				
FOOD SERVICE PROGRAM				
Routine Inspection	245	200	2,226	1,802
Reinspection	31	39	262	127
Opening Inspections	6	1	65	52
Food Recall Notifications	2	2	59	58
Foodborne Illness Investigations	0	0	31	2
Complaint Investigations	3	16	105	172
In-services	0	0	3	1
# of Participants	0	0	26	75
Consultations/Plan Reviews/Fires/Disasters	62	164	11,203	8,727
NUISANCE/VECTOR/TANNING				
Complaint Investigations & Rechecks	0		4	26
Smoke Free IL Complaints	0	7	11	3
Smoke Free IL Citations	0	0	0	0
Consultations (Smoking, Tanning, Vector)	25	21	1,673	1,874
Tanning Inspections & Rechecks	0	0	14	15
Vector Surveillance (May - October)	0	0	463	450
vocasi curvemance (may cotober)			1 400	400
POTABLE WATER PROGRAM				
Well Permits Issued	0	2	26	38
Well Inspections	3	2	28	34
Analysis Reviewed	1	0	80	91
Consultations	2	13	132	183

PRIVATE SEWAGE PROGRAM

Permits Issued
Sewage Consultations
Systems Inspected
Complaints, Investigations & Rechecks
Home Loan Inspections

8	0	111	96
90	141	1,253	780
10	11	123	102
7	22	75	112
0	0	1	0

NOV DEC YTD 21 YTD 20

ENVIRONMENTAL PROTECTION and POLLUTION PREVENTION

LANDFILL PROGRAM

Landfill, Compost, Open Dump Inspections, FUIs New Open Dump Sites Closed Complaint Investigations, Rechecks Consultations

7	5	77	78
1	0	6	2
8	7	75	122
17	31	184	328

POLLUTION PREVENTION PROGRAM

Consultations/Presentations Materials Distributed

6	4	40	176
4	4	85	676





19 PUBLIC SQUARE, SUITE 150 BELLEVILLE, ILLINOIS 62220-1624 https://www.co.st-clair.il.us



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Environmental Health

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- 618.236.0676 fax

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Twitter: @stclairhealth



Public Health

St. Clair County

Health Department together for your health

MONTHLY ACTIVITY REPORT December 2021 Stats

INFECTIOUS DISEASE PREVENTION

COMMUNICABLE DISEASE CASES				
Chlamydia	65	64	942	1,085
E-Coli	0	0	2	3
Gonorrhea	38	29	448	446
Group A Streptococcal (Invasive)	0	1	14	4
Hepatitis A	0	0	1	3
Hepatitis B	0	1	15	8
Hepatitis C	4	5	54	73
HIV+	0	0	11	20
Influenza	0	0	1	13
Covid-19	1,698	4,684	23,156	17,291
Flu-like Symptoms (Specific)	0	1	2	13
Meningitis (Bacterial)	0	0	0	0
MRSA	0	0	0	0
Pertussis (Whooping Cough)	0	0	0	2
Salmonella	0	1	11	12
Syphilis	8	5	81	72
TR CONTROL (TESTING				

NOV

23

DEC

YTD 21

TB CONTROL/TESTING

Field Visits (Directly Observed Therapy)
Client Contacts (Directly Observed Therapy)
Video Observed Therapy
Client Served under Video Observed Therapy
Client Served (by Physician)
Client Contacts (Clinic)
Chest X-Ray
Skin Tests
Positive Skin Tests
MTB Cases
Suspects

23	4	308	72
99	127	482	260
1	0	9	2
1	0	12	9
104	87	987	813
1	6	40	28
54	34	439	359
1	1	30	42
0	0	6	1
0	0	0	0

308

ILLNESS INVESTIGATIONS-CONSULTATIONS

Off-site Office Phone

OOJ - Out of Jurisdiction

Documentation Sen-Physicians/ MSP Providers

0	0	0	0
0	0	44	76
520	429	12,195	21,319
44	8	475	474
0	0	62	757





19 PUBLIC SQUARE, SUITE 150 BELLEVILLE, ILLINOIS 62220-1624 https://www.co.st-clair.il.us



103,480

7,232

1,339

785

432

0

Cindy Thompson, RN, BSN President

Myla Blandford, MPH, REHS, LEHP Executive Director

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Infectious Disease Prevention

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- · 618.236.0676 fax

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Public Health Prevent. Promote. Protect.

St. Clair County
Health Department
together for your health

MONTHLY ACTIVITY REPORT December 2021 Stats

	NOV	DEC	YTD 21	YTD 20
INFECTIOUS DISEASE PREVENTION (cont.)				
LINVAIDS CARE RECION				
HIV/AIDS CARE REGION Starting Caseload	609	622	629	588
New to Medical Case Management Clients	17	7	110	129
Discharges	4	12	7	88
Remaining Caseload	622	617	732	629
	022	017	132	020
<u>HIV PREVENTION - REGION</u>				
HIV Tests Completed Total	4	3	33	29
HIV Tests Completed at SCCHD	4	3	24	23
New Positive Cases Identified	0	0	1	4
# Cases Linked to HIV Medical Care	0	0	0	4
HIV Disease Interv. Serv REGION				
New Cases Opened	0	7	137	205
Individuals Notified	0	0	1	8
Linked to Medical Care	0	0	7	8
Already in care (May reflects to-date number)	0	2	38	40
EMERGENCY PREPAREDNESS		***************************************		
Public Outreach/Presentations	1	0	T 1	0
External Conferences/Workshops	1	3	4	1
Partnership Meetings	17	14	130	33
Materials Distributed	680	2880	5,502	250
Project Activities	1	0	1	10
St. Clair County Personnel Trained	15	0	29	0
Health Department Personnel Trained*	0	0	44	12
Incident/Assistance	4	2	39	8
MRC (MEDICAL RESERVE CORPS)		•		
Public Outreach/Presentations	D/0	n/o	1 0	0
Meetings/Workshops/Trainings Offered	n/a 2	n/a 0	34	9 18
Program Materials Distributed	0	0	502	231
Non- Emergency Public Health Event	0	0	8	12
Number of MRC Volunteers Trained	0	0	115	0
Number of Personnel Trained	0	0	5	15
Emergency Response Incident/Assistance	0	0	97	3
MRC Unit Volunteer Hours Served	0	0	1,303	0
COMID MACCINE ADMINISTERED OF CHARLES	YTD COVI	D Vaccine To		
COVID VACCINE ADMINISTERED - St. Clair County	***************************************			
Moderna - Total thru 01/11/22 Pfizer - Total thru 01/11/22	11,237	6286	104,181	0
Johnson & Johnson (Janssen) - Total thru 01/11/22	18,022	10,802	248,444	0
Pfizer 3rd Dose	741 3,017	345 1580	14,643 10,705	0
Moderna 3rd Dose	1,002	490	2,341	0
Johnson & Johnson (Janssen) 2nd Dose	172	60	468	0
12/16/2021		19,563	380,782	0
12/10/2021	34,181	19,303	300,702	V



Total for the SCCHD Mass Vaccination site thru 5/30/21

Total: SCCHD 5-11 y.o: 12/16/21

Total for the SCCHD Mass Vaccination site 10/5 - 11/10/21



19 PUBLIC SQUARE, SUITE 150 BELLEVILLE, ILLINOIS 62220-1624 https://www.co.st-clair.il.us



Cindy Thompson, RN, BSN President

Myla Blandford, MPH, REHS, LEHP **Executive Director**

Administrative/Fiscal 618.233.7703 618.222.1630 fax

Infectious Disease Prevention

- · Communicable Disease 618.233.6175 618.233.9356 fax
- · Southwestern Illinois **HIV Care Connect** 618.825.4501 618.825.4585 fax
- Emergency Preparedness 618.233.7703 618.233.9356 fax

Personal Health

- · Maternal-Child **Health Programs** 618.233.6170 618.236.0821 fax
- Breast and Cervical Cancer 618.233.7703 618.233.7713 fax

Environmental Health

- 618.233.7769
- · 618.236.0676 fax

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MONTHLY ACTIVITY REPORT December 2021 Stats

HEALTHY KIDS SERVICES 1,846 1,983 **Immunizations** 196 169 104 467 **Developmental Screenings** 14 11 67 83 865 954 Perinatal Depression Screenings 222 Lead Testing-Children 6 1 21 129 Lead Testing-Prenatal 0 0 0 Well Child Screening 0 29

NOV

DEC

YTD 21

HEALTHY HOMES LEAD FOLLOW-UP PROG

PERSONAL HEALTH

Home Visits	2	0	15	1
New Enrollments	2	2	24	26
Prevention Education	10	8	96	95

GENETICS PROGRAM

creenings	n/a	n/a	209	473

CASE MANAGEMENT SERVICES

Total Caseload **New Enrollments** Intensive Prenatal Caseload **New Enrollments** Services Provided YouthCare - current caseload YouthCare New cases YouthCare ACRs

443	460	n/a	n/a
42	60	609	623
74	71	n/a	n/a
11	21	157	129
84	103	1,056	1,770
300	300	3,476	0
9	9	156	0
45	35	561	0

HEALTH INSURANCE APPLICATIONS

Healthy Start (MPE) Prenatal Add a Baby All Kids Add a Family Member SNAP (Food Assistance) TANF (Cash Assistance) **Technical Assistance**

0	7	6
1	33	43 15
0	33	15
0	0	0
. 0	18	17
0	6	3
0	0	2

WOMEN, INFANTS & CHILDREN (WIC)

Assigned Caseload Clients Picking Up Food Instruments Achievement Percentage Clients Certified Nutrition Education Attendance

1,950	1,950	n/a	n/a
1,539	1,562	19,752	19,032
79%	80%	n/a	n/a
195	238	2,358	2,477
465	512	5,404	3,370





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MONTHLY ACTIVITY REPORT December 2021 Stats

NOV	DEC	YTD 21	YTD 20
304	210	n/a	n/a
51	44	726	1,462
42	60	585	309
	304 51	304 210 51 44	304 210 n/a 51 44 726

0

0

0

0

0

n/a

n/a

n/a

n/a

n/a

PERSONAL HEALTH (cont.)

VACCINE FOR CHILDREN (COMPLIANCE)

Meetings Attended Educational Provider Visits

Eddeational Frovider Visits	
Storage/Handling/Compliance Provider Visits	
New Enrollment Provider Visits	

PHS COMMUNITY OUTREACH

Provider Phone Contacts

Health Fairs **Total Attendance** Presentations **Total Attendance**

Meetings/Conferences/Workshop Contacts Face to Face Contacts

0	0	8	3
0	0	324	100
0	0	2	17
0	0	5	345
0	0	29	15
0	0	294	380

0

0

0

0

0

0

1

0

0

0

BREAST & CERVICAL CANCER PROGRAM

Enrollments

Clinically Navigated Insured Clients with High Deductible Younger Symptomatic Referrals Referrals/Treatment Act Cancer within BCCP Cancer outside BCCP

25	29	287	441
4	8	28	20
1	2	8	6
1	1	12	26
1	1	8	15
1	0	4	8
0	1	4	7





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MONTHLY ACTIVITY REPORT December 2021 Stats

	NOV	DEC	YTD 21	YTD 20
ADMINISTRATION			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

COMMUNITY HEALTH EDUCATION & PROMOTION

Healthier Together mtgs/activities Community Organizations/Agencies Total Attendance Total Presentations Press releases Displays prepared Electronic displays Client Surveys Received

Coalition/Advisory Meetings

2	1	11	7
1	2	0	4
1	0	6	4
22	0	6 76	43
0	0	0	0
20	20	255	281
0	0	0	4
0	0	0	3
na	na	2	221

SOCIAL MEDIA

Website Hits (cannot get this metric)
New Twitter Followers - **NEW from previous month**Twitter Impressions - Total per month
Facebook Followers - Accum Total Month to Month
Facebook Likes - Total for calendar month
Facebook Reach - Total for calendar month

0	0	0	273,866
2	8	126	13,044
4,049	4,476	319,721	350,968
9,039	9,135	101,752	54,553
6138	6,207	68,351	32,283
124,220	158,701	1,584,362	582,926

