

JUNE 27, 2022

OFFICIAL PROCEEDINGS

St. Clair County Board Meeting





ST. CLAIR COUNTY BOARD

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

MARK A. KERN
CHAIRMAN

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



COUNTY BOARD MEETING – JUNE 27, 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 – 25; Absent - 4
Absent: Mr. Casey, Mr. Hollingsworth, Mr. Mosley, Jr. and Mr. Vernier (The Chairman noted that Mr. Casey, Mr. Hollingsworth, Mr. Mosley, Jr. and Mr. Vernier are excused.)
5. Public Participation

None
6. Approval of Minutes of the May 31 2022, County Board Meeting

Motion to Approve
CJ Baricevic - made
S. Tieman - seconded

M/C - RC - Unanimous
7. Reports & Communications from the Chairman
 - a. Appt. – Trustees, Fire Protection Districts for a three (3) year term expiring in 2025
 - Columbia Fire District –
Appointment of RICHARD HOLLIS
 - East Side Fire District –
Reappointment of WES KRUMMRICH
 - Emerald Mound-Lebanon Fire District
Appointment of WILLIAM BECKERT
 - Freeburg Fire Protection District –
Appointment of GREG VOGEL
 - French Village Fire District –
Reappointment of MARK CADELL
 - Hecker Fire Protection District –
Reappointment of JOHN KAISER
 - Hollywood Heights Fire Protection District –
Appointment of RANDY LOUCKS

Marissa Fire District –
Reappointment of BOBBY JONES

Mascoutah Rural Fire Protection District –
Reappointment of MICHAEL AMANN

Midway Fire Protection District –
Reappointment of SHEREE FRANKLIN

Millstadt Rural Fire Protection District-
Reappointment of TIMOTHY O'DONELL
Reappointment of MATT COLBERT
Northwest St. Clair Co. Fire Prot. Dist. –
Reappointment of DENNIS OAKS

O'Fallon-Shiloh Valley-Caseyville Fire Prot. District –
Reappointment of DAN BOWMAN

Prairie DuPont Fire District –
Reappointment of BRYAN REDDICK

Signal Hill Fire Protect. District-
Reappointment of TOM EGAN

Smithton Fire Dist.-
Reappointment of STEVE LINDAUER

St. Libory Fire Protect. District
Reappointment of JOSEPH LUECHTEFELD

Motion to Approve 7-a
A. Bittle – made
B. Allen – seconded

M/C - RC - Unanimous

- b. Member, St. Clair Township Lighting District - Reappointment of RICHARD GREINER**

Motion to Approve 7-b
S. Gruberman – made
J. Dinges – seconded

M/C - RC - Unanimous

- c. Member – Public Building Commission - Appointment of KEVIN BOUSE to complete a five-year term effective immediately and expiring on October 1, 2026**

Motion to Approve 7-c
S. Reeb – made
M. Smallheer – seconded

M/C - RC - Unanimous

8. Miscellaneous Reports

Motion to Receive and File

J. Moll – made

R. Wilhelm – seconded

M/C - RC - Unanimous

9. Committee Reports

a. Environment Committee:

1. Report

Motion to Approve 9-a-1

R. Meile – made

K. Dawson - seconded

M/C - RC - Unanimous

- 2. Res. #2722-22-RZ – Smithton Township - Requesting a Special Use Permit to Allow a 2-Megawatt Solar Farm Energy System at 2420 South Illinois Street – Belleville, Applicant, SV CSG Reifschneider – Owners, Robert and Nancy Reifschneider, Donn Reifschneider and James Reifschneider – Grant**

Motion to Approve 9-a-2

R. Meile – made

K. Dawson - seconded

M/C - RC - Unanimous

- 3. Res. #2723-22-RZ - Centreville Township – Requesting a Special Use Permit to Allow the Sale of Alcoholic Beverages by the Drink at 2913 Camp Jackson Road, Cahokia Heights, Applicant, Countyline – Owners, Brahmankupa Inc. - Grant**

Motion to Approve 9-a-3

C. McCall, Jr. – made

R. Meile - seconded

Motion carried with 24 ayes and 1 abstention with Mr. Baricevic abstaining.

b. Finance Committee:

1. Treasurer's Monthly Report

Motion to Approve 9-b-1

M. Crawford – made

K. Sharkey – seconded

M/C - RC - Unanimous

2. Treasurer's Report of Funds Invested

Motion to Approve 9-b-2

M. Crawford – made

K. Sharkey – seconded

M/C - RC - Unanimous

3. **Ord. #22-1267 – Approval for Extension of Ord. #16-1148 – Spectrum of America Locally Known as Charter Communications Franchise**

Motion to Approve 9-b-3

M. Crawford – made

J. Moll – seconded

M/C - RC - Unanimous

4. **Approval of Circuit Clerk Audit**

Motion to Approve 9-b-4

M. Crawford – made

S. Gruberman – seconded

M/C - RC - Unanimous

5. **Approval of Addendum to the January 2022 – December 2024 Agreement Between Laborer's Local 100 and St. Clair County Health Department**

Motion to Approve 9-b-5

M. Smallheer – made

W. Dancy – seconded

M/C - RC - Unanimous

6. **Salary Claims**

Motion to Approve 9-b-6

L. Mosley – made

R. Wilhelm - seconded

M/C - RC - Unanimous

7. **Expense Claims – Claims Subcommittee**

Motion to Approve 9-b-7

M. Crawford – made

J. Moll – seconded

M/C - RC - Unanimous

c. Transportation Committee:

1. **Res. #2724-22-RT- Approval of a Contract with EFK Moen, LLC, for Design and Preparation of Plans for the Improvement of Curtiss-Steinberg Road for the Estimated Costs Plus Amount of \$261,668**

Motion to Approve 9-c-1

C. McCall, Jr. – made

B. Trentman – seconded

M/C - RC - Unanimous

2. **Res. #2725-22-RT – Granting Permission and Authority to Spectrum Mid-America to Install a Buried Communication Line Along the West Side of Scott Troy Road for the First 707 Feet Traveling North**

Motion to Approve 9-c-2

S. Gomric – made

R. Meile – seconded

M/C - RC - Unanimous

3. **Res. #2726-22-RT – Granting Permission and Authority to Caseyville Township to Bore and Install a Sewer Line 110 Feet from the South Side of Frank Scott Parkway East to the North Side East of Berg Boulevard**

Motion to Approve 9-c-3

B. Allen – made

S. Tieman – seconded

M/C - RC - Unanimous

d. Trustee Committee

1. **Res. #2727-22-R – Delinquent Taxes**

Motion to Approve 9-d-1

L. Mosley - made

S. Greenwald - seconded

M/C - RC - Unanimous

2. **Approval of Extensions**

Motion to Approve 9-d-2

L. Mosley - made

S. Greenwald - seconded

M/C - RC - Unanimous

10. Grants Payroll and Expenses

Motion to Receive and File

S. Reeb - made

K. Easterley - seconded

M/C - RC - Unanimous

11. County Health Department Report

Motion to Receive and File

M. Smallheer - made

R. Meile - seconded

M/C - RC - Unanimous

12. Department of Revenue Report

Motion to Receive and File

M. Smallheer – made

R. Meile – seconded

M/C - RC - Unanimous

**13. Comments by the Chairman
Executive Session – Pending Litigation / Workers Compensation / Personnel
None**

**13. Any other Pertinent Business
None**

14. Adjournment

There being no further business, a motion was made by CJ Baricevic, seconded by S. Tieman that the Board stand adjourned until Monday, July 18, 2022, at 7:30 p.m., for the July Meeting, and to convene in the County Board meeting Room B-564, 10 Public Square, Belleville, Illinois, when it will be the pleasure for all to attend. Motion carried unanimously.

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

JUDICIARY COMMITTEE



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623
(618) 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

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JOHN COERS

District 16
DAVID B. LANGFORD

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JANA MOLL

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KEVIN DAWSON

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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 – June 27, 2022

7:30 p.m.

REVISED AGENDA

1. Invocation
2. Pledge of Allegiance
3. Call to Order
4. Roll Call
5. Public Participation
6. Approval of Minutes of May 31, 2022 County Board Meeting
7. Reports & Communications from the Chairman

- a. Appt. – Trustees, Fire Protection Districts for a three (3) year term expiring in 2025

Columbia Fire District –
Appointment of RICHARD HOLLIS

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Reappointment of WES KRUMMRICH

Emerald Mound-Lebanon Fire District
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Appointment of GREG VOGEL

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Reappointment of TOM EGAN

Smithton Fire Dist.-
Reappointment of STEVE LINDAUER

St. Libory Fire Protect. District
Reappointment of JOSEPH LUECHTEFELD

- b. Member, St. Clair Township Lighting District -
Reappointment of RICHARD GREINER
 - c. Member – Public Building Commission -
Appointment of KEVIN BOUSE to complete a five-
year term effective immediately and expiring on
October 1, 2026
- 8. Miscellaneous Reports
 - 9. Committee Reports

- a. Environment Committee:
 - 1. Report
 - 2. Res. #2722-22-RZ – Smithton Township - Requesting a Special Use Permit to Allow a 2-Megawatt Solar Farm Energy System at 2420 South Illinois Street – Belleville, Applicant, SV CSG Reifschneider – Owners, Robert and Nancy Reifschneider, Donn Reifschneider and James Reifschneider - Grant
 - 3. Res. #2723-22-RZ - Centreville Township – Requesting a Special Use Permit to Allow the Sale of Alcoholic Beverages by the Drink at 2913 Camp Jackson Road, Cahokia Heights, Applicant, Countyline – Owners, Brahmankupa Inc. - Grant
- b. Finance Committee:
 - 1. Treasurer's Monthly Report
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 - 4. Approval of Circuit Clerk Audit
 - 5. Approval of Addendum to the January 2022 – December 2024 Agreement Between Laborer's Local 100 and St. Clair County Health Department
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- c. Transportation Committee:
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 - 2. Res. #2725-22-RT – Granting Permission and Authority to Spectrum Mid-America to Install a Buried Communication Line Along the West Side of Scott Troy Road for the First 707 Feet Traveling North
 - 3. Res. #2726-22-RT – Granting Permission and Authority to Caseyville Township to Bore and Install a Sewer Line 110 Feet from the South Side of Frank Scott Parkway East to the North Side East of Berg Boulevard
- d. Trustee Committee:
 - 1. Res. #2727-22-R - Delinquent Taxes
 - 2. Approval of Extensions

- 10. Grants Payroll and Expenses**
- 11. County Health Department Report**
- 12. Department of Revenue Report**
- 13. Comments by the Chairman
Executive Session – Pending Litigation/Workers'
Compensation**
- 14. Any other Pertinent Business**
- 15. Adjournment**

June 27, 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 May 31, 2022 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



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

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RICK CASEY

June 27, 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. **TRUSTEES, FIRE PROTECTION DISTRICTS: (3-year terms)**
Appointments effective immediately and expire May 1, 2025

Columbia Fire District –
Appointment of RICHARD HOLLIS

East Side Fire District –
Reappointment of WES KRUMMRICH

Emerald Mound-Lebanon Fire District
Appointment of WILLIAM BECKERT

Freeburg Fire Protection District –
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Reappointment of BRYAN REDDICK

Signal Hill Fire Protect. District-
Reappointment of TOM EGAN

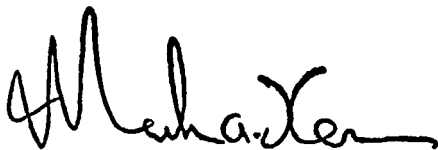
Smithton Fire Dist.-
Reappointment of STEVE LINDAUER

St. Libory Fire Protect. District
Reappointment of JOSEPH LUECHTEFELD

2. TRUSTEES, STREET LIGHTING DISTRICTS: (3-year terms)
Appointments effective immediately and expire May 1, 2025.

St. Clair Township Street Lighting District–
Reappointment of RICHARD GREINER

3. Public Building Commission
Appointment of KEVIN BOUSE to complete a five-year term effective immediately and expiring on October 1, 2026



MARK A. KERN, Chairman
St. Clair County Board

MAK/dm

TO: ST. CLAIR COUNTY BOARD

FROM: MARK A. KERN, Chairman
ST. CLAIR COUNTY BOARD

SUBJ: Miscellaneous Reports

DATE: June 27, 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 May 25, 2022 to June 21, 2022 consisted of 221 juveniles: 189 boys and 32 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 May 25, 2022 through June 21, 2022 are an average of 462 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
lbre@co.st-clair.il.us

Lawrence Brazil
Superintendent

LISA K. BRENNAN-FLEMING
Assistant Superintendent

June 22, 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 May 25th, 2022 through June 21, 2022.

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

Sincerely

Lawrence Brazil
Superintendent

DHS/cc

St. Clair County
Illinois

Population Report May 25, 2021 to June 21, 2022

	Boys	Girls	Total
05/25/22	7	0	7
05/26/22	6	0	6
05/27/22	5	0	5
05/28/22	6	1	7
05/29/22	7	1	8
05/30/22	7	1	8
05/31/22	7	1	8
06/01/22	10	1	11
06/02/22	10	1	11
06/03/22	10	1	11
06/04/22	8	1	9
06/05/22	8	1	9
06/06/22	8	1	9
06/07/22	8	1	9
06/08/22	7	1	8
06/09/22	7	2	9
06/10/22	6	1	7
06/11/22	6	1	7
06/12/22	5	1	6
06/13/22	5	1	6
06/14/22	5	1	6
06/15/22	5	1	6
06/16/22	5	1	6
06/17/22	5	2	7
06/18/22	6	3	9
06/19/22	6	2	8
06/20/22	7	2	9
06/21/22	7	2	9

Total	189	32
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Grand Total	221
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Daily Peak Population Report

For Period Beginning on May 25, 2022 Through June 21, 2022 - Current Capacity: 418

Date	Population	Over/Under	Status
Wednesday, May 25, 2022	477	-59	Over Capacity
Thursday, May 26, 2022	477	-59	Over Capacity
Friday, May 27, 2022	477	-59	Over Capacity
Saturday, May 28, 2022	453	-35	Over Capacity
Sunday, May 29, 2022	464	-46	Over Capacity
Monday, May 30, 2022	456	-38	Over Capacity
Tuesday, May 31, 2022	457	-39	Over Capacity
Wednesday, June 1, 2022	458	-40	Over Capacity
Thursday, June 2, 2022	463	-45	Over Capacity
Friday, June 3, 2022	457	-39	Over Capacity
* Saturday, June 4, 2022	449	-31	Over Capacity
Sunday, June 5, 2022	448	-30	Over Capacity
Monday, June 6, 2022	453	-35	Over Capacity
Tuesday, June 7, 2022	462	-44	Over Capacity
Wednesday, June 8, 2022	474	-56	Over Capacity
Thursday, June 9, 2022	468	-50	Over Capacity
Friday, June 10, 2022	458	-40	Over Capacity
Saturday, June 11, 2022	457	-39	Over Capacity
Sunday, June 12, 2022	460	-42	Over Capacity
Monday, June 13, 2022	460	-42	Over Capacity
Tuesday, June 14, 2022	461	-43	Over Capacity
Wednesday, June 15, 2022	468	-50	Over Capacity
* Thursday, June 16, 2022	478	-60	Over Capacity
Friday, June 17, 2022	478	-60	Over Capacity
Saturday, June 18, 2022	457	-39	Over Capacity
Sunday, June 19, 2022	463	-45	Over Capacity
Monday, June 20, 2022	457	-39	Over Capacity
Tuesday, June 21, 2022	466	-48	Over Capacity

Average Daily Population: 462

Days In Reporting Period: 28

* - Designates Min and Max Dates

... End of Report ...



MAY 2022 - FEE REPORT

Payment Date Range 05/01/22 - 05/31/22
Summary Listing

Payment Code	Zoning - Zoning & Mapping	Default Bank Account	Number of Transactions	Total Amount Collected
M5000	- Large GIS Map	BOE-Investment Pool	1	50.00
ZB100	- AZC-APP Zoning Compliance Permit	BOE-Investment Pool	56	1,620.00
ZB100-3	- Plan Review Residence	BOE-Investment Pool	4	300.00
ZB100-4	- Plan Review Commercial	BOE-Investment Pool	7	700.00
ZB101	- Commercial & Industrial Permit	BOE-Investment Pool	7	5,134.31
ZB102	- Demolition permit	BOE-Investment Pool	5	500.00
ZB103-1	- Electrical Permit 1 Insp	BOE-Investment Pool	16	1,200.00
ZB104	- Garage/Pole Barn Permit	BOE-Investment Pool	9	1,575.00
ZB104-3	- Portable Shed > 200 sq ft Permit	BOE-Investment Pool	2	250.00
ZB105	- Misc Accessory Structure Permit	BOE-Investment Pool	1	200.00
ZB105-1	- Deck Permit	BOE-Investment Pool	1	125.00
ZB105-2	- Carport Permit	BOE-Investment Pool	1	125.00
ZB106-1	- Modular/Manuf Home Permit	BOE-Investment Pool	1	150.00
ZB108	- Reinspection fee - new constr	BOE-Investment Pool	9	825.00
ZB109-1	- B/P Renewal	BOE-Investment Pool	6	1,175.00
ZB110-2	- Res Add Permit >\$50,000	BOE-Investment Pool	6	1,200.00
ZB111-1	- Res Remodel Permit < \$10,000	BOE-Investment Pool	1	220.00
ZB111-2	- Res Remodel Permit > \$50,000	BOE-Investment Pool	1	300.00
ZB111-3	- Res Rem Permit \$10,000 - \$50,000	BOE-Investment Pool	5	750.00
ZB112-1	- Sign Permit <100 sq ft	BOE-Investment Pool	1	75.00
ZB113-1	- Single Fam Res Permit <2500 sqft	BOE-Investment Pool	3	1,500.00
ZB113-2	- Single Fam Res Permit >2500 sqft	BOE-Investment Pool	1	700.00
ZB114	- Stormwater Erosion Permit	BOE-Investment Pool	14	1,394.00
ZB115-1	- Swimming Pool Permit-In Ground	BOE-Investment Pool	5	1,000.00
ZB115-2	- Swimming Pool Permit-Above Gnd	BOE-Investment Pool	4	250.00
ZB118	- Solar Energy System Fee \$10-\$50K	BOE-Investment Pool	5	1,250.00
ZB119	- Solar Energy System Fee >\$50,000	BOE-Investment Pool	3	900.00
ZCB106	- B/P Village of Millstadt	BOE-Investment Pool	1	75.00
ZCO101	- OCC Village of Fayetteville	BOE-Investment Pool	1	125.00
ZCO102	- OCC Village of Millstadt	BOE-Investment Pool	7	850.00
ZH100	- ABV-Area/bulk Variance	BOE-Investment Pool	2	600.00
ZH102	- Special Use Permit	BOE-Investment Pool	1	500.00
ZH103	- Zoning Amendment	BOE-Investment Pool	1	500.00
ZM101	- Bad Check Fee	BOE-Investment Pool	1	25.00
Z-MB Inv	- Misc Billing by Invoice	BOE-Investment Pool	14	9,047.50
ZO100	- OCC Multi-Family	BOE-Investment Pool	16	2,775.00
ZO101	- OCC Single Family	BOE-Investment Pool	65	7,875.00
ZO102	- OCC Manuf/Mobile Home Insp	BOE-Investment Pool	6	600.00
ZO103	- Reinspection Fee-Occupancy	BOE-Investment Pool	18	800.00
ZO104	- Certification of Occupancy	BOE-Investment Pool	90	3,150.00



MAY 2022 - FEE REPORT

Payment Date Range 05/01/22 - 05/31/22
Summary Listing

Payment Code	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category Zoning - Zoning & Mapping	BOE-Investment Pool	2	50.00
Z0105 - Certification of Occupancy-Mod	BOE-Investment Pool	16	1,600.00
Z0106 - OCC Duplex/Condo Inspection			
	Payment Category Zoning - Zoning & Mapping Totals	416	\$52,040.81
	Grand Totals	416	\$52,040.81

ENVIRONMENT COMMITTEE MEETING

May 24, 2022

The regular meeting of the Environment Committee of the St. Clair County Board was called to order on Tuesday, May 24, 2022, AT 3:00 P.M. by Richie Meile, Chairman.

Members present: Richie Meile, Ken Easterley, John Coers & Matt Smallheer.

Member excused: CJ Baricevic, Rick Casey & Marty Crawford

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

Members recited the Pledge of Allegiance.

MOTION by Easterley, second by Smallheer to approve Minutes from April 19, 2022. Motion Carried

MOTION by Smallheer, second by Coers to approve Zoning Fee Report. Motion Carried.

MOTION by Coers, second by Smallheer to approve Zoning Board Summary for Cases 2022-03-SP, 2022-04-SP, 2022-05-SP & 2022-06-SP. Motion carried.

MOTION by Easterley, second by Smallheer to approve Occupancy Program Report. Motion Carried.

MOTION by Coers, second by Smallheer to approve Building Permit Report. Motion Carried.

MOTION by Easterley, second by Smallheer to approve Expense Claims for April, 2022. Motion carried.

HEALTH DEPARTMENT REPORT – SHARON VALENTINE

No report.

ZONING DIRECTOR REPORT – ANNE MARKEZICH

No Report.

CLEAN SWEEP PROGRAM

No Report

BEN HENNING – STATES ATTORNEY'S OFFICE

No Report

MOTION to adjourn by Smallheer, second by Easterley. Motion Carried.

RESOLUTION NO. 2722-22-RZ

A RESOLUTION GRANTING A REQUEST FOR A SPECIAL USE PERMIT BY ROBERT & NANCY REIFSCHNEIDER, DONNA L. REIFSCHNEIDER TR AND JAMES REIFSCHNEIDER TR, OWNERS AND SV CSG REIFSCHNEIDER IIIA, LLC, APPLICANTS, FOR PROPERTY LOCATED AT 2420 S ILLINOIS STREET BELLEVILLE, ILLINOIS, IN SMITHTON TOWNSHIP. (CASE #2022-07-SP)

WHEREAS, a public hearing was held in the County Board Room, 5th Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on May 10, 2022 at 7:00 P.M., before the Zoning Board and notice of said hearing was duly given; and,

WHEREAS, on May 10, 2022 the Zoning Board of Appeals after hearing the testimony and evidence presented; after considering all relevant sections of the St. Clair County Zoning Code, and after further consideration of the matter, granted the applicant's a Special Use Permit to allow a 2 MW Solar Farm Energy System on 14-acres in an "A" Agricultural Industry Zone District due to the following:

The Board made the following findings of fact:

1. The land in question is currently used as farmland, is zoned Agricultural Industry Zone District, is rural in nature, is adjacent to other farm fields, and is only near a couple of residences.
2. The Applicant is requesting a special use permit to construct and operate a 2-MW Solar Farm Energy System on approximately a 13.55-acre footprint, situated entirely upon parcel PPN: 13-03.0-100-024. The Solar Farm Energy System will have an anticipated useful life of 35 years.
3. The Applicant is a private corporation, headquartered in Wisconsin, which develops solar energy projects. These projects include ten (10) similar type facilities in the State of Illinois—four (4) in ComEd's territory and six (6) in Ameren's territory.
4. The Applicant has State approval to proceed with this solar project/facility if approved locally.
5. The project will include typical photovoltaic panels, an inverter, and single-axis tracking system/panels.

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6. The site will interconnect with a utility substation via powerlines. An access road to the project will come from Illinois Rte. 159/S. Illinois and will be located just north of the northern property line of parcel 13-03.0-100-023 (Keller), per the site plan submitted.
7. The proposed solar facility is set back over 1,000 ft. from Illinois Rte. 159/S. Illinois, and over 780 ft. from the Keller's residence (PPN: 13-03.0-100-023), is surrounded by farm fields and will have a vegetative screen per the site plan submitted.
8. Areas within the solar panels will be planted with a low-profile prairie seed mix, and such will be mowed and maintained on an as needed basis.
9. Construction of the facility will take approximately 4 to 6 months, and the hours of construction will be between 8 a.m. and 6 p.m., Monday – Friday. There will be increased traffic during the construction phase, but Illinois Rte. 159/S. Illinois can sufficiently handle the temporary increase. Appropriate sediment and erosion control will be used during construction.
10. Sound from the facility once completed will be minimal and within the limits as provided by the St. Clair County Code.
11. The perimeter of the project site will be fenced with a 7-foot (min.) chain link fence with 1-foot of barbed wire on top of it.
12. The Applicant will comply with all setbacks and the proposed setbacks per the site plan submitted meet or exceed the County requirements.
13. The prior LESA score for the site is 190 (per 2018-08-SP), which is a moderate value for agricultural retention.
14. This project is consistent with the County's Comprehensive Plan, as the land along Illinois Rte. 159/S. Illinois is to be developed for commercial or residential purposes.
15. This project will provide a renewable energy source and can provide enough energy to power approximately 300 homes annually.
16. The Applicant has agreed to bury underground all utilities to the solar facility, excepting the three (3) interconnect poles (new interconnection pole, new metering pole, and new disconnect pole) near Illinois Rte. 159/ S. Illinois.

The Board found and concluded as follows:

- (1) The proposed design, location, development, and the operation of the proposed Solar Farm Energy System, as limited by the conditions and restrictions below, adequately protects the public's health, safety and welfare, and physical environment. There will be a thorough decommissioning plan in place with financing for the decommissioning of the site at the end of its useful life, little to no glare is expected onto adjacent roadways and properties, the site will be fenced, there will be a vegetative buffer installed on the western fence line per plans submitted, there will be coordination with emergency personnel, there will be stormwater management procedures in place, the site will be seeded with prairie seed mix, and the site will be appropriately maintained and farmed in areas.
- (2) The proposed Special Use as limited by conditions and restrictions below, will not have an adverse impact on the County's Comprehensive Plan as it allows for residential and commercial development along Illinois Rte. 159/S. Illinois corridor while providing a use, being solar energy, which is complimentary to residential uses.

- (3) The proposed Special Use will have a positive impact on the County's overall tax base. Further, the Board has previously considered general studies from other solar farm energy system applicants regarding the impact of such facilities, or lack thereof, on the surrounding property values.
- (4) The proposed Special Use will enhance the provision of electric utilities to the area. Further, the proposed Special Use will create no burden on existing utilities and provides a needed clean and renewable energy alternative. In addition, the proposed Special Use will not lead to an increase in traffic after it is constructed as the only additional traffic consists of vehicles visiting the site for periodic maintenance and inspection.
- (5) There no facilities near the proposed Special Use (such as schools or hospitals) that require special consideration.
- (6) The adjacent uses are agricultural with a few residences in the general vicinity but such are separated from the proposed facility by over 780 ft., and a vegetative buffer will be installed on the western fence line providing a visual screening of the facility, as well as typical row crops will continue to be planted to the extent feasible. Thus, the proposed Special Use, as limited by the conditions and restrictions below, is compatible with adjacent uses and uses in the general vicinity.
- (7) The Board placed the following additional conditions and restrictions on the Special Use Permit:
 - (a) That if the current owner of the underlying property or the current Applicant ever transfers their/its interest in the property or the facility that the new owner or Applicant shall notify the St. Clair County Zoning Administrator at least 45 days prior to the transfer and obtain approval from the Zoning Administrator of the transfer of the Special Use Permit to the new owner or applicant.
 - (b) Vegetative screening (Emerald Green trees, Arborvitae, or similar planting) shall be installed as per the site plan submitted along the western fence line of the solar facility, for a visual screening buffer between the facility and the residences to the west. All such plantings shall be maintained at all times during the life of this Solar Farm Energy System. Maintaining of these plantings includes but is not limited to trimming, watering, and prompt replacement if any planting dies or is destroyed.
 - (c) The Applicant shall provide to the Zoning Administrator monthly updates on any additional approval process from the State of Illinois or any of its agencies, approval from the electric utility (i.e., Ameren) regarding connection, the anticipated start and end date of construction, and any other information required by the Zoning Administrator as to the status of this project.
 - (d) During the construction of the facility, or any construction after its original installation, construction hours shall be limited to Monday through Friday, 8:00 a.m. to 6:00 p.m., Monday - Friday. No construction work is to be done on Saturdays, Sundays, evenings, or holidays unless written approval is obtained from the St. Clair County Building and Zoning Department Administrator.
 - (e) No overweight or oversized loads shall be delivered to the site, and the Applicant shall apply to the appropriate highway, road district or other authority regarding any necessary road permits.

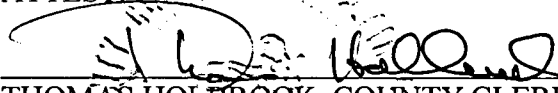
- (f) During excavation, site prep, or disturbance of soil onsite, any topsoil shall be preserved and returned to its prior condition. Erosion control shall be used, and appropriate storm water management shall be undertaken, if deemed necessary by the appropriate governmental agency/office.
- (g) All vegetation, shrubbery or other plantings shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) Ground not utilized by the solar facility shall continue to be farmed (typical row crops) to the extent feasible.
- (i) All utilities to the solar facility shall be installed underground, excepting the three (3) interconnect poles (new interconnection pole, new metering pole, and new disconnect pole) near Illinois Rte. 159/ S. Illinois.
- (j) The Applicant and all other subsequent lessees, agents, assigns, persons or entities that have any interest in, control over, or rights to the proposed Solar Farm Energy System shall adhere to all applicable requirements of the St. Clair County Zoning Code, including but not limited to Section 40-5-30, and all conditions and restrictions placed on this Special Use Permit.

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

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

ADOPTED, this 27TH day of June, 2022.

COUNTY BOARD
ST. CLAIR COUNTY, ILLINOIS
BY: 
MARK KERN, CHAIRMAN

ATTEST:

THOMAS HOLBROOK, COUNTY CLERK



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

ADVISORY REPORT CASE # 2022-07-SP

Application By: SV CSG Reifschneider III A, LLC (a/k/a Sunvest Solar LLC), 330 W. State Street, Suite 1, Geneva, IL

Owner: Robert & Nancy Reifschneider, Donn L. Reifschneider TR and James Reifschneider TR, 2728 South Illinois Street, Belleville, IL

Application Filed: March 31, 2022

Publication Date: 04/24/2022

Hearing Date: 05/10/22 & 06/07/22

Request: A Special Use Permit to allow a 2-megawatt Solar Farm Energy System on approximately 14 acres in an Agricultural Industry Zone District, on property commonly known as 2420 S. Illinois Street, Belleville, Smithton Township, St. Clair County, Illinois (PPN: 13-03.0-100-024).

Zoning Board of Appeals Members Present: 05/10/22: S. Penny, A. Edwards, G. Meister, S. Howell, M. Deitz & S. Lindauer; 06/07/22: S. Penny, A. Edwards, G. Meister, S. Howell, & S. Lindauer

County Board Members Present at Hearings: None.

NOTE: A similar Solar Farm Energy System on the same parcel of property with certain conditions/restrictions was previously granted by the Zoning Board of Appeals on July 9, 2018, and ultimately approved by the County on July 30, 2018. See 2018-08-SP. However, the current Applicant desires to revise the previously granted Special Use Permit.

Testimony & Comments:

05/10/2022: Ryan Fulton and Bill French both of Sunvest Solar LLC ("Sunvest") presented the application. Also, in attendance and providing testimony in support was one of the property owners--James Reifschneider. Mr. Fulton explained that Sunvest purchased or was assigned the lease that previous applicant Innovative Power Systems, Inc. ("IPS") had for the subject property. Sunvest was founded in 2009 and is headquarter in Pewaukee, WI. Sunvest provides complete solar development platforms specializing in the marketing, sale, and financing of solar projects. It has installed 850+ projects across 12 states. It has an A+ rating from the Better Business Bureau, it is recognized as a solar leader, is ranked in the top 10 Solar Developers nationwide and has been the #1 solar developer in Wisconsin for 2016-2021. Locally in the State of Illinois, Sunvest has four solar facilities operating in ComEd's territory and six facilities in Ameren's territory.

Mr. Fulton explained that Sunvest has been allocated a certain percentage of solar projects based upon those previously applied by it and other applicants listed on the State of Illinois' solar wait list. Sunvest has State approval to construct a certain number of megawatts of solar facilities, with the individual facilities being capped at 2MW. Further, State regulations allows the co-location of separate projects/solar facilities on the same parcel of property.

Mr. Fulton stated that the parcel that this project is situated upon is a total of 82.86 acres, however, the footprint of the project will only utilize approximately 13.55 acres. The reason for the new application is that the size of the development has changed--a reduction of approximately 2.5 acres versus the previously proposed and approved project (previous project was a 16-acre footprint (2MW of the 4 MW proposed), new project is 13.55 acres).

Benefits of this particular project include a \$12,000 increase in new tax revenue with little impact on County services, and the facility will generate enough power to supply approximately 300 homes with clean electricity. Mr. Fulton further explained that the power generated will be sold to subscribers, and the subscribers will see a reduction on their respective power bills. In addition, the land will

not be rezoned and will revert back to agricultural use when the project lease expires/end of its useful life, which is estimated to be 35 years. The balance of the property that is not utilized for the facility will continue to be farmed.

Mr. Fulton went over the site plan and other than the size and location of this solar facility the Applicant agrees to adhere to all requirements and conditions placed upon the previous applicant (IPS) by special use permit 2018-08-SP. He further explained there will be one equipment pad for one inverter, there will be proper signage as required, and the facility will be fenced with barbed wire. All required setbacks will be met. A roadway will be constructed from Illinois Rte. 159/S. Illinois to access this facility and this same accessway will be utilized to connect the facility to Ameren's electrical grid. The racking system for the panels will be installed into the ground 8-15 feet and generally do not require the use of concrete. Mr. Fulton expects a 4-6-month construction period, and if approved he anticipates starting possibly in the summer of 2024 after the completion of those other solar facilities approved in matters 2022-03-SP, 2022-04-SP, 2022-05-SP, and 2022-06-SP. He anticipates 10-12 workers on site, with work to take place between the hours of 6:00 a.m. to 8:00 p.m., Monday – Friday. All loads of materials will be typical semi-truck loads or smaller. There are no heavy hauls or oversized loads required.

Mr. Fulton stated that the photovoltaic panels provide minimal to no glare, as they are designed to absorb sunlight and not reflect it. The site will be comprised of a little under 4,000 solar panels of 7 ft x 3ft size and 7 ft. to 8 ft. tall. Solar facilities such as this one are relatively quiet during the day and silent at night. During the day there could be some sound generated from the panels moving at times, as this will be a single-axis tracking system (east to west), and the inverter will produce some sound. The sound was described as no louder than the sound made from a typical dishwasher. There will be no buildings on site and no external lighting. Very little maintenance is required once built and established. The solar panels are inspected twice a year. After construction, the ground is seeded and maintained to control erosion and weeds. Operations and electronic maintenance of the panels can be done via remote access. The Applicant will apply to the State of Illinois Department of Agriculture for an Agricultural Impact Mitigation Agreement and the Department will review any decommissioning plan. However, the Applicant agreed that the County's requirements for a decommissioning plan will control, and that the Applicant will comply with the County's decommissioning requirements.

Neighboring property owner Christopher Keller (2446 S. Illinois, Belleville) appeared and testified against the application on two issues (1) the proximity of the solar array to his eastern property line (185 ft.), and (2) the proximity of the access road and interconnect to his northern property line.

After further discussion between the Zoning Board of Appeals, the Applicant, and Mr Keller, the Zoning Board of Appeals requested the Applicant look into relocating the solar array further north-east or east of the Keller property and look into relocating the access road an interconnect further north as previously approved in case 2018-08-SP. The matter was continued by the Zoning Board of Appeals to June 7, 2022.

06/07/2022: The Applicant appeared by Mr. Fulton, along with property owner James Reifschneider. Also in attendance was Christopher and Stacy Keller (2446 S. Illinois, Belleville). Mr. Fulton presented to the Zoning Board of Appeals a new site plan that pushed the solar array further to the east, now approximately 600 ft. from the Keller's east property line, and over 780 ft. from their house. Mr. Fulton explained that they could not move the array to the north-east as the previous company did not submit to the State of Illinois that area for a possible solar array. They have to use at least 50% of what was previously submitted to the State of Illinois, which included this revised site plan.

Mr. Keller acknowledged his appreciation of the Applicant moving the solar array further to the east, and he indicated that he was satisfied with that location, but still had concerns with the roadway and interconnect being located just off his northern property line.

Discussion was held between the Zoning Board and the Applicant regarding why the roadway was not revised to correspond with the location of the roadway in the 2018 case, which was moved further north because of Mr. Keller's prior voiced concerns in 2018. Mr. Fulton advised that the current location of the access road and interconnect was submitted to Ameren, and approved by Ameren, and therefore, to move the location of the access road and interconnect point would likely delay the project by 6 months. After further discussion of the matter between Board members, Mr. Fulton, Mr. Reifschneider and Mr. Keller, a short recess was taken to allow the Applicant and Mr. Keller to discuss the situation.

Upon reconvening Mr. Keller indicated that he had a better understanding of the access road and interconnection point and that the Applicant/Mr. Fulton agreed that other than the three poles (new interconnection pole, new metering pole, and new disconnect pole) near S. Illinois/Illinois Rte. 159 all utilities going to the solar array would be buried underground. Mr. Keller indicated that with this

understanding he had no issues with the location of the access road or interconnect as per the plan submitted. Mr. Fulton acknowledged his agreement to the same regarding underground utilities.

No other persons were present to testify for or against the application.

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

The Board made the following findings of fact:

1. The land in question is currently used as farmland, is zoned Agricultural Industry Zone District, is rural in nature, is adjacent to other farm fields, and is only near a couple of residences.
2. The Applicant is requesting a special use permit to construct and operate a 2-MW Solar Farm Energy System on approximately a 13.55-acre footprint, situated entirely upon parcel PPN: 13-03.0-100-024. The Solar Farm Energy System will have an anticipated useful life of 35 years.
3. The Applicant is a private corporation, headquartered in Wisconsin, which develops solar energy projects. These projects include ten (10) similar type facilities in the State of Illinois—four (4) in ComEd's territory and six (6) in Ameren's territory.
4. The Applicant has State approval to proceed with this solar project/facility if approved locally.
5. The project will include typical photovoltaic panels, an inverter, and single-axis tracking system/panels.
6. The site will interconnect with a utility substation via powerlines. An access road to the project will come from Illinois Rte. 159/S. Illinois and will be located just north of the northern property line of parcel 13-03.0-100-023 (Keller), per the site plan submitted.
7. The proposed solar facility is set back over 1,000 ft. from Illinois Rte. 159/S. Illinois, and over 780 ft. from the Keller's residence (PPN: 13-03.0-100-023), is surrounded by farm fields and will have a vegetative screen per the site plan submitted.
8. Areas within the solar panels will be planted with a low-profile prairie seed mix, and such will be mowed and maintained on an as needed basis.
9. Construction of the facility will take approximately 4 to 6 months, and the hours of construction will be between 8 a.m. and 6 p.m., Monday – Friday. There will be increased traffic during the construction phase, but Illinois Rte. 159/S. Illinois can sufficiently handle the temporary increase. Appropriate sediment and erosion control will be used during construction.
10. Sound from the facility once completed will be minimal and within the limits as provided by the St. Clair County Code.
11. The perimeter of the project site will be fenced with a 7-foot (min.) chain link fence with 1-foot of barbed wire on top of it.
12. The Applicant will comply with all setbacks and the proposed setbacks per the site plan submitted meet or exceed the County requirements.
13. The prior LESA score for the site is 190 (per 2018-08-SP), which is a moderate value for agricultural retention.
14. This project is consistent with the County's Comprehensive Plan, as the land along Illinois Rte. 159/S. Illinois is to be developed for commercial or residential purposes.
15. This project will provide a renewable energy source and can provide enough energy to power approximately 300 homes annually.

16. The Applicant has agreed to bury underground all utilities to the solar facility, excepting the three (3) interconnect poles (new interconnection pole, new metering pole, and new disconnect pole) near Illinois Rte. 159/ S. Illinois.

The Board found and concluded as follows:

- (1) Whether the proposed design, location, development and operation of the proposed Special Use will adequately protect the public health, safety, and welfare and the physical environment. The Board found as follows: The proposed design, location, development, and the operation of the proposed Solar Farm Energy System, as limited by the conditions and restrictions below, adequately protects the public's health, safety and welfare, and physical environment. There will be a thorough decommissioning plan in place with financing for the decommissioning of the site at the end of its useful life, little to no glare is expected onto adjacent roadways and properties, the site will be fenced, there will be a vegetative buffer installed on the western fence line per plans submitted, there will be coordination with emergency personnel, there will be stormwater management procedures in place, the site will be seeded with prairie seed mix, and the site will be appropriately maintained and farmed in areas.
- (2) Whether the proposed Special Use is consistent with the County's comprehensive plan. The Board found as follows: The proposed Special Use as limited by conditions and restrictions below, will not have an adverse impact on the County's Comprehensive Plan as it allows for residential and commercial development along Illinois Rte. 159/S. Illinois corridor while providing a use, being solar energy, which is complimentary to residential uses.
- (3) The effect the proposed Special Use may have on the value of the neighboring property and on the County's overall tax base. The Board found as follows: The proposed Special Use will have a positive impact on the County's overall tax base. Further, the Board has previously considered general studies from other solar farm energy system applicants regarding the impact of such facilities, or lack thereof, on the surrounding property values.
- (4) The availability and the effect the proposed Special Use would have on the public utilities and on traffic circulation on nearby streets. The Board found as follows: The proposed Special Use will enhance the provision of electric utilities to the area. Further, the proposed Special Use will create no burden on existing utilities and provides a needed clean and renewable energy alternative. In addition, the proposed Special Use will not lead to an increase in traffic after it is constructed as the only additional traffic consists of vehicles visiting the site for periodic maintenance and inspection.
- (5) Whether there are any facilities near the proposed Special Use (such as schools or hospitals) that require special consideration. The Board found as follows: None.
- (6) Whether the proposed Special Use is compatible to adjacent uses and uses in the general vicinity. The Board found as follows: The adjacent uses are agricultural with a few residences in the general vicinity but such are separated from the proposed facility by over 780 ft., and a vegetative buffer will be installed on the western fence line providing a visual screening of the facility, as well as typical row crops will continue to be planted to the extent feasible. Thus, the proposed Special Use, as limited by the conditions and restrictions below, is compatible with adjacent uses and uses in the general vicinity.
- (7) The time period for which the Special Use Permit should be granted or any special requirements for certification of continued compliance with the terms of approval. The Board found as follows: The Board placed the following additional conditions and restrictions on the Special Use Permit:
 - (a) That if the current owner of the underlying property or the current Applicant ever transfers their/its interest in the property or the facility that the new owner or Applicant shall notify the St. Clair County Zoning Administrator at least 45 days prior to the transfer and obtain approval from the Zoning Administrator of the transfer of the Special Use Permit to the new owner or applicant.
 - (b) Vegetative screening (Emerald Green trees, Arborvitae, or similar planting) shall be installed as per the site plan submitted along the western fence line of the solar facility, for a visual screening buffer between the facility and the residences to the west. All such plantings shall be maintained at all times during the life of this Solar Farm Energy System. Maintaining of these plantings includes but is not limited to trimming, watering, and prompt replacement if any planting dies or is destroyed.

- (c) The Applicant shall provide to the Zoning Administrator monthly updates on any additional approval process from the State of Illinois or any of its agencies, approval from the electric utility (i.e., Ameren) regarding connection, the anticipated start and end date of construction, and any other information required by the Zoning Administrator as to the status of this project.
- (d) During the construction of the facility, or any construction after its original installation, construction hours shall be limited to Monday through Friday, 8:00 a.m. to 6:00 p.m., Monday - Friday. No construction work is to be done on Saturdays, Sundays, evenings, or holidays unless written approval is obtained from the St. Clair County Building and Zoning Department Administrator.
- (e) No overweight or oversized loads shall be delivered to the site, and the Applicant shall apply to the appropriate highway, road district or other authority regarding any necessary road permits.
- (f) During excavation, site prep, or disturbance of soil onsite, any topsoil shall be preserved and returned to its prior condition. Erosion control shall be used, and appropriate storm water management shall be undertaken, if deemed necessary by the appropriate governmental agency/office.
- (g) All vegetation, shrubbery or other plantings shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) Ground not utilized by the solar facility shall continue to be farmed (typical row crops) to the extent feasible.
- (i) All utilities to the solar facility shall be installed underground, excepting the three (3) interconnect poles (new interconnection pole, new metering pole, and new disconnect pole) near Illinois Rte. 159/ S. Illinois.
- (j) The Applicant and all other subsequent lessees, agents, assigns, persons or entities that have any interest in, control over, or rights to the proposed Solar Farm Energy System shall adhere to all applicable requirements of the St. Clair County Zoning Code, including but not limited to Section 40-5-30, and all conditions and restrictions placed on this Special Use Permit.

On June 7, 2022, a motion was made by S. Howell to *GRANT* the request, with the above conditions and restrictions. The motion was seconded by G. Meister. The members of the Board voted as follows: S. Penny-Yes, A. Edwards-Yes, G. Meister-Yes, S. Howell-Yes, and S. Lindauer-Abstain. The motion carried 4 to 0, with 1 abstention.

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



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

06/10/2022
Date

Res. #2722-22-RZ

RESOLUTION NO. 2723-22-RZ

A RESOLUTION GRANTING A REQUEST FOR A SPECIAL USE PERMIT BY BRAHMANIKUPA INC, OWNER AND COUNTYLINE 2913 INC., APPLICANT, FOR PROPERTY LOCATED AT 2913 CAMP JACKSON ROAD CAHOKIA, ILLINOIS, IN CENTREVILLE TOWNSHIP. (CASE #2022-08-SP)

WHEREAS, a public hearing was held in the County Board Room, 5th Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on June 7, 2022 at 6:15 P.M., before the Zoning Board and notice of said hearing was duly given; and,

WHEREAS, on June 7, 2022, the Zoning Board of Appeals after hearing the testimony and evidence presented; after considering all relevant sections of the St. Clair County Zoning Code, and after further consideration of the matter, granted the applicant's a Special Use Permit to allow the sale of liquor and/or alcoholic beverages by the drink in a "B-2" General Business Zone District due to the following:

- (1) The allowing of liquor and/or alcohol to be sold and served by the drink in conjunction with the placement of a video gaming parlor into an existing structure/strip center, which has existing space and is underutilized, will not negatively affect the public's health, safety, and welfare.
- (2) The County's Comprehensive Plan calls for commercial use, thus the proposed use, current use and current zoning (B-2) are consistent with the County's Comprehensive Plan.
- (3) The proposed Special Use will not adversely affect the value of the neighboring property as property in the general vicinity of this parcel is used for business purposes, such as a used car lot, 24/7 convenient store, and other various commercial businesses. Thus, it is not anticipated that by allowing liquor and/or alcohol to be sold by the drink in conjunction with the placement of a video gaming parlor in this existing strip center will have a negative effect on the County's overall tax base.
- (4) There will be no appreciable effect on public utilities or traffic circulation.
- (5) There are no facilities such as schools or hospitals in close proximity to the proposed Special Use that require special consideration.

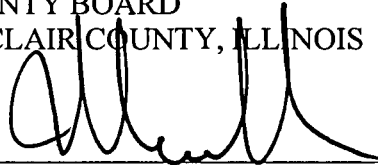
- (6) The Special Use is compatible to adjacent uses and uses in the general vicinity.
- (7) The special use permit is to this Applicant only, so long as the Applicant operates the facility as a video gaming parlor (not a tavern) and such facility shall be physically separated internally (having separate external entrance and no common internal access point) from the existing convenience store/gas station.

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

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

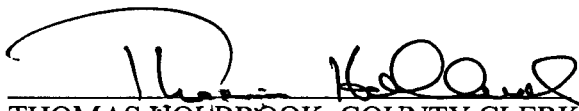
ADOPTED, this 10th day of, June 27, 2022.

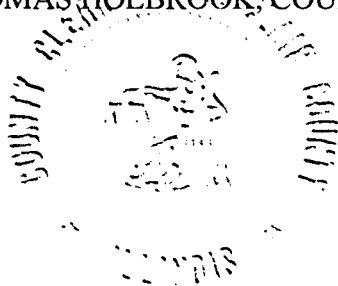
COUNTY BOARD
ST. CLAIR COUNTY, ILLINOIS

BY: 

MARK KERN, CHAIRMAN

ATTEST:


THOMAS HOLBROOK, COUNTY CLERK





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

ADVISORY REPORT

Application By: Countyline 2913, Inc., 2913 Camp Jackson Road, Cahokia Heights, IL

Case #: 2022-08-SP

Owner: Brahmanikupa, Inc., 2913 Camp Jackson Road, Cahokia Heights, IL

Application Filed: 04/13/2022

Publication Date: 05/12/2022

Hearing Date & Time: 06/07/2022
6:15 p.m.

Request: A Special Use Permit to allow a business establishment licensed to sell liquor and/or alcoholic beverages by the drink in a "B-2" General Business Zone District, upon property commonly known as 2913 Camp Jackson Road, Cahokia Heights, Illinois, in Centreville Township, Illinois (PPN: 07-07.0-207-011, 012, 013, 014 & 015).

Zoning Board of Appeals Members Present: S. Penny, G. Meister, A. Edwards, S. Howell & S. Lindauer

County Board Members Present at Hearing: None

Other Comments: [list general comments from the public for or against the proposal or any other relevant matter]

Applicant's Attorney Brent Claricoates of St. Charles, MO presented the application. Also present for the Applicant was A. Patel and Tom Parson both of St. Charles, MO. Mr. Claricoates went over the detailed summary that was provided with the application. The site is a currently operating convenience store and gas station, situated in a strip center type structure, and located in an area of used car lots and other types of businesses, as well as some residences. The Applicant has open space in the building/strip center (approx. 20 ft. x 26 ft.), which was once used for a laundry mat facility. The proposal is to divide this area from the convenience store and have a separate entrance into the area that Applicant will ultimately sell liquor by the drink to operate a video gaming parlor from. There will be no ingress or egress internally between the two uses. The outside door will have a driver license reader so only persons 21 years or older gain access. The facility will have its own restroom. The facility will be open Monday thru Sunday from 8:00 a.m. to 11:00 p.m. and will employ 1 to 3 employees to work the different shifts. The employees will sell customers beer and/or wine (no self-serve) and there will be no hard liquor sold for consumption on premises. The employees will be BASSET trained and will have a 2-drink limit. The Applicant will also sell prepackaged food.

The Applicant and its attorney acknowledged that the new area of this building will need to meet applicable codes, including building and fire code (i.e., possible need for emergency fire exit to the outside).

The facility is served by public water and public sewers.

No persons from the public were present to testify for or against the application.

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

- (1) Whether the proposed design, location, development and operation of the proposed Special Use will adequately protect the public health, safety, and welfare and the physical environment. The Board found as follows: The allowing of liquor and/or alcohol to be sold and served by the drink in conjunction with the placement of a video gaming parlor into an existing

structure/strip center, which has existing space and is underutilized, will not negatively affect the public's health, safety, and welfare.

- (2) *Whether the proposed Special Use is consistent with the County's Comprehensive Plan. The Board found as follows: The County's Comprehensive Plan calls for commercial use, thus the proposed use, current use and current zoning (B-2) are consistent with the County's Comprehensive Plan.*
- (3) *The effect the proposed Special Use may have on the value of the neighboring property and on the County's overall tax base. The Board found as follows: The proposed Special Use will not adversely affect the value of the neighboring property as property in the general vicinity of this parcel is used for business purposes, such as a used car lot, 24/7 convenient store, and other various commercial businesses. Thus, it is not anticipated that by allowing liquor and/or alcohol to be sold by the drink in conjunction with the placement of a video gaming parlor in this existing strip center will have a negative effect on the County's overall tax base.*
- (4) *The availability and the effect the proposed Special Use would have on the public utilities and on traffic circulation on nearby streets. The Board found as follows: There will be no appreciable effect on public utilities or traffic circulation.*
- (5) *Whether there are any facilities near the proposed Special Use (such as schools or hospitals) that require special consideration. The Board found as follows: There are no facilities such as schools or hospitals in close proximity to the proposed Special Use that require special consideration.*
- (6) *Whether the proposed Special Use is compatible to adjacent uses and uses in the general vicinity. The Board found as follows: The Special Use is compatible to adjacent uses and uses in the general vicinity.*
- (7) *The time period for which the Special Use Permit should be granted or any special requirements for certification of continued compliance with the terms of approval. The Board found as follows: The special use permit is to this Applicant only, so long as the Applicant operates the facility as a video gaming parlor (not a tavern) and such facility shall be physically separated internally (having separate external entrance and no common internal access point) from the existing convenience store/gas station.*

A motion was made by S. Howell to **GRANT** the request with the aforementioned special requirements/conditions, the motion was seconded by S. Lindauer. The members of the Board voted as follows: S. Penny-Yes, G. Meister-Yes, A. Edwards-Yes, S. Howell-Yes, and S. Lindauer-Yes. The motion carried 5 to 0.

IT IS THEREFORE THE RECOMMENDATION OF THE ST. CLAIR COUNTY ZONING BOARD OF APPEALS THAT THE REQUESTED SPECIAL USE PERMIT BE GRANTED FOR THE AFOREMENTIONED REASONS BY A MAJORITY OF ALL MEMBERS PRESENT, WITH THE SPECIAL REQUIREMENTS/CONDITIONS THAT THE SPECIAL USE PERMIT IS TO THIS APPLICANT ONLY, SO LONG AS THE APPLICANT OPERATES THE FACILITY AS A VIDEO GAMING PARLOR, AND SUCH FACILITY SHALL BE PHYSICALLY SEPARATED INTERNALLY FROM THE EXISTING CONVENIENCE STORE/GAS STATION.



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

06/10/2022
Date

Res. 2723-22-RZ

Honorable County Board Members
St. Clair County
Belleville, Illinois

Gentlemen:

We your Finance Committee recommend the approval of the
following report of Andrew Lopinot, County Treasurer of
receipts and disbursements for the month of April, 2022
This report being filed as per Illinois Compiled Statutes
Chapter 30, Section 15/1.

Mark Cooper

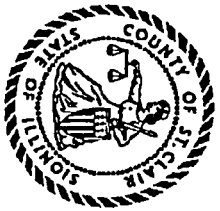
L. Massey

John C. ...

Kevin ...

Jim ...

Jana Moel



FUND SUMMARY
Cash/Checking Activity
April 1, 2022 - April 30, 2022

St. Clair County

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
100-1000	Gen County Fund	26,728,778.86	3,517,343.52	2,913,122.53	6,622.17	27,339,621.92
115-1150	Gen Co Escrow	7,100,192.28	0.00	7,100,902.89	710.61	0.00
116-1160	Working Cash Fund	1,281,050.22	0.00	0.00	322.97	1,281,373.19
117-1170	Pers Prop Replacement	4,979,869.73	1,413,068.89	1,225.81	1,225.81	6,392,938.62
130-1300	Geographic Inf System	328,252.68	27,549.50	22,098.11	91.28	333,795.35
140-1400	Part-Mutual Fund	988,721.33	30,816.84	35,124.85	247.96	984,661.28
150-1500	Tort Liability Fund	3,151,710.71	54,992.35	320,184.96	876.25	2,887,394.35
160-1600	Capital Replacement Tax	180,047.64	37,575.14	896,861.49	52.40	-679,186.31
160-1601	Cap Repl 2013 Debt Oblig Bonds	294,951.44	0.00	0.00	74.84	295,026.28
170-1700	Metrolink Security Fund	149,022.88	288,274.07	146,623.85	33.69	290,706.79
175-1750	Dispatching Services	93,526.93	107,401.55	205,663.06	5.06	-4,729.52
180-1800	SA Offender Accountability Pro	39,834.23	2,466.60	0.00	8.80	42,309.63
180-1802	States Attorney Settlements	-28,342.20	0.00	0.00	-6.86	-28,349.06
190-1900	Payroll Escrow Fund	308,383.22	0.00	0.00	74.06	308,457.28
200-2000	County Highway Fund	6,065,553.88	14,109.31	65,765.49	1,526.35	6,015,424.05
201-2010	County Bridge Fund	8,447,832.30	365.30	0.00	2,129.03	8,450,326.63
202-2020	Matching Tax Fund	5,349,422.77	4,483.99	2,935.18	1,335.00	5,352,306.58
203-2030	Motor Fuel Tax Fund	11,787,013.43	436,053.74	50,688.63	2,939.90	12,175,318.44
203-2031	Motor Fuel Rebuild	4,434,694.27	0.00	0.00	960.55	4,435,654.82
205-2050	Highway Special Projects	209,881.68	0.00	0.00	52.92	209,934.60
205-2051	Hwy Spec Proj 2013 Bonds	22,595,318.25	0.00	0.00	5,696.26	22,601,014.51
206-2060	Highway Equipment Trust Fund	176,421.43	0.00	4,707.09	74.81	171,789.15
207-2070	Township Motor Fuel Tax	2,490,284.13	103,641.44	68,842.60	617.78	2,525,700.75
207-2071	Township Motor Fuel Rebuild	1,028,749.52	0.00	0.00	219.98	1,028,969.50
208-2080	Township Bridge Fund	402,366.39	0.00	0.00	101.43	402,467.82
208-2080	Highway Payroll Fund	-246,880.39	0.00	162,187.35	-42.17	-409,109.91
210-2100	Lease Payable Fund	2,071,281.67	43,202.63	0.00	422.92	2,114,907.22
211-2110	Social Security Fund	2,595,425.15	51,533.20	229,038.91	683.44	2,418,702.88
212-2120	Retirement Fund	5,958,673.34	62,203.18	301,781.45	1,541.87	5,720,636.94
215-2150	Sale In Error	855,670.64	0.00	0.00	200.16	855,770.80
216-2160	Indemnity Fund	1,123,710.00	0.00	239.62	239.62	1,123,710.00
217-2170	Recorder's Office Escrow	583,953.83	33,379.00	25,457.12	123.51	591,999.22
218-2180	Trustee E. St. L Demolition	2,880,093.89	0.00	0.00	624.08	2,880,717.97
218-2180W	Trustee Wash Park Demolition	146,665.65	0.00	0.00	26.49	146,692.14

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FUND SUMMARY
Cash/Checking Activity
April 1, 2022 - April 30, 2022

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Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
221-2210	Parks Grant Commission	1,430,942.40	126,582.65	0.00	302.38	1,557,827.43
221A-2211	Parks Grant Comm Prop/Rec	2,679,851.44	128,115.34	43,855.45	594.17	2,764,705.50
225-2250	Veterans Assistance	789,159.87	1,360.29	20,281.67	169.39	770,407.88
236-2360	County Clerk Grants	95,787.18	0.00	34,890.05	22.18	60,919.31
237-237-NEW	Special Grants Fund	130,372.88	45.00	27.23	27.23	130,417.88
237-2372	Special Grants Fund	0.00	698,684.85	19.81	19.81	698,684.85
240-2400	County Health Fund	4,671,126.36	492,561.96	681,280.40	918.69	4,483,326.61
241-2410	Landfill Surcharge Fund	413,846.46	120,620.76	14,737.55	110.27	519,839.94
245-2450	Mental Health Fund	1,583,114.19	9,207.32	283,185.79	349.77	1,309,485.49
246-2460	Mental Health Grants	58,614.43	45,584.65	45,588.83	14.59	58,624.84
250-2500	Civil Defense Emergency	-223,537.04	1,232,207.28	20,478.97	51.03	988,242.30
251-2510	American Rescue Plan	15,005,368.00	7,100,192.28	19,811.79	4,285.19	22,090,033.68
253-2530	Emergency Telephone System	4,785,139.63	284,467.85	665,875.63	959.43	4,404,691.28
257-2570	Pet Population	50,054.92	3,600.00	2,203.00	10.27	51,462.19
260-2600	Court Automation Fund	3,137,854.44	71,844.48	49,132.73	666.57	3,161,232.76
261-2610	Court Document Storage Fund	2,866,637.37	71,120.34	58,157.62	609.87	2,880,209.96
262-2620	Electronic Citation Fund	547,691.42	8,344.87	1,320.00	116.37	554,832.66
264-2640	Circuit Clerk Title IV-D	7,957.52	0.00	9,282.25	-0.55	-1,325.28
265-2650	Mainfr/Child Support	204,764.91	6,932.00	5,586.83	48.13	206,156.21
266-2660	Foreclosure Mediation Fund	80,629.03	4,100.00	0.00	16.45	84,745.48
267-2670	Visitation Center Fee	101,407.64	19,503.99	32.00	26.72	120,906.35
268-2680	Law Library Fund	1,215,183.99	30,336.00	9,460.06	252.64	1,236,312.57
269-2690	Bailiff Fund	337,405.30	86,622.60	71,336.79	74.06	352,765.17
270-2700	S A Title IV-D	24,742.46	55,946.61	56,035.37	6.14	24,659.84
272-2720	CASA Fee Fund	3,354.34	82.61	0.00	0.69	3,437.64
273-2730	Children's Advocacy Center	43,600.08	251.93	6,000.00	9.50	37,861.51
275-2750	ACCS State's Attorney	10,903.12	0.00	0.00	2.32	10,905.44
277-2770	SA Records Automation Fund	142,217.52	418.62	0.00	30.32	142,666.46
278-2780	SA Forfeiture Bond Escrow	29,576.14	7,054.85	6,005.80	5.80	30,630.99
278-2781	SA Federal Forfeitures	268,725.01	5.80	0.00	57.28	268,788.09
285-2850	Prob Service Outer	849,596.38	0.00	43,076.45	165.13	806,685.06
285-2851	Probation Service	2,892,618.72	35,751.06	17,312.52	613.66	2,911,670.92
285-2852	Probation Payroll	-1,009,330.19	175,207.92	193,809.58	-212.68	-1,027,144.53
286-2860	Mental Health Court	54,114.74	1,190.99	0.00	11.49	55,317.22

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FUND SUMMARY
Cash/Checking Activity
April 1, 2022 - April 30, 2022

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Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
290-2900	County Detention Home	40,033.03	97,828.52	135,016.74	12.49	2,857.30
295-2950	Coroner's Fund	83,927.76	3,775.00	10,442.00	17.21	77,277.97
300-3000	Drug Traffic Prevention	1,280.37	5,106.85	0.00	0.24	6,387.46
305-3050	Sheriff's DUI Fund	7,261.00	575.49	0.00	1.42	7,837.91
306-3060	Transportation Safety	1,377.84	0.00	0.00	0.26	1,378.10
315-3150	Sheriff's Asset Forfeiture	59,129.03	34,968.51	768.09	15.59	93,345.04
315-3151	Sheriff State Forfeiture	287,986.30	0.00	4,828.56	61.79	283,219.53
330-3300	Commissionary Fund	515,532.20	0.00	38,509.61	107.12	477,129.71
335-3350	Jail Medical Fund	2,913.41	1,174.13	0.00	0.64	4,088.18
350-3500	Victim Witness Grant	-11,962.95	27,637.95	3,462.26	0.66	12,213.40
355-3550	Domestic Violence Advocate	1,623.89	0.00	6,492.11	-0.37	-4,868.59
370-3700	Project Renee Grant	25,482.50	0.00	33,865.11	-0.75	-8,383.36
383-3830	Judicial Grants	989.02	2,175.34	4,938.92	-0.09	-1,774.65
384-3840	State's Atty Grants	16,514.62	5,852.02	11,186.84	2.10	11,181.90
385-3850	Probation Grants	51,282.33	25,216.17	40,053.92	7.82	36,452.40
386-3860	DUI Alcohol Safety Fund	10,518.13	58,773.47	31,132.10	-1.29	38,158.21
387-3870	Auto Theft Grant	1,165,047.17	40,888.99	202,768.58	278.38	1,003,445.96
450-4500	Bonds Payable Fund	3,527.15	0.00	0.00	64.59	3,591.74
455-4550	Joint Use Bond Escrow	12,880,571.28	0.00	0.00	2,829.22	12,883,400.50
500-5000	MidAmerica Airport Fund	311,226.12	51,719.44	0.00	63.59	363,009.15
500-5001	MidAmerica Airport Fund	106,450.23	0.00	0.00	22.72	106,472.95
500-5002	MidAmerica CFC	24,366.67	2,348.71	0.00	4.70	26,719.08
550-5500	Employees Medical Trust	1,355,563.70	1,399,043.84	1,959,721.51	299.11	795,185.14
570-5700	SCC Unemployment Trust	219,932.84	3,114.30	7.23	43.97	223,083.88
600-6000	Post Employment Benefits	991.70	0.00	0.00	0.20	991.90
610-6100	Prior Year Protest	40,398.08	22.00	0.00	8.63	40,428.71
610A-6100	Bankruptcy	2,905.95	0.00	0.00	0.58	2,906.53
650-6500	Unclaimed Property Fund	63,070.41	0.00	12.87	12.87	63,070.41
700-7000	Arbitration Fund	5,125.99	18,351.99	28,163.91	-2.08	-4,688.01
710-7100	Condemnation Fund	107,863.76	0.00	23.51	23.51	107,863.76
720-7200	Estates Of Deceased Persons	87,464.02	0.00	0.00	18.66	87,482.68
725-7250	Gen Co Escheat Fund	8,712.00	0.00	0.00	1.85	8,713.85
930-9300	County Flood Prevention Fund	19,943,832.19	1,472,208.34	0.00	4,256.51	21,420,297.04
9913	CC Returned Checks	4,392.62	0.00	0.00	0.66	4,393.28

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FUND SUMMARY
Cash/Checking Activity
April 1, 2022 - April 30, 2022

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
9915	Cir Clk Bonds&Fees	2,712,422.58	708,300.02	663,576.24	384.25	2,757,530.61
9940	Cir Clk Pool 4 Interest	230,980.72	0.00	0.00	34.62	231,015.34
		208,201,495.10	21,005,586.23	18,087,205.37	48,708.66	211,168,544.62



Andrew Lopinot, St. Clair County Treasurer

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

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

May 1, 2022

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

Dear Sir:

In accordance with 55 ILCS 5/3-11007 of the 2014 Illinois Compiled Statutes, the County Treasurer submits the attached report on investments of funds as of April 1, 2022

Respectfully,

A handwritten signature in cursive script, appearing to read "Andrew Lopinot".

Andrew Lopinot
Treasurer
St. Clair County

AL\FH
Attachments

ST. CLAIR COUNTY
INVESTMENT HOLDINGS
POSITION REPORT
BY FUND
AS OF 04/30/2022

<u>FUND NAME</u>	<u>COST BALANCE</u>
TREASURER INVESTMENT POOL#1	\$208,175,605.39
CIRCUIT CLERK POOL #4	\$2,992,939.23
GRAND TOTAL	\$211,168,544.62

ST. CLAIR COUNTY
INVESTMENT HOLDINGS

POSITION REPORT
BY FINANCIAL INSTITUTION
AS OF 04/30/2022

FINANCIAL INSTITUTION	COST BALANCE
ASSOCIATED BANK	5,658,685.96
BANK OF BELLEVILLE	638,438.02
CARROLLTON BANK	2,796,984.96
CITIZENS COMMUNITY BANK	1,490,198.17
COMMERCE	466,798.18
COMMERCE CD	4,503,463.71
BUSEY	17,959,960.26
FIRST FEDERAL SAVINGS BANK	3,488,088.79
FIRST NATIONAL BK OF WATERLOO	5,903,672.45
ILLINOIS FUNDS	67,078,487.14
IMET	3,004,846.42
LINDELL BANK	250,000.00
PFM	8,008,166.46
RBC	4,348,442.66
RBC CD	57,898,364.53
REGIONS BANK	838,378.54
RELIANCE BANK	0.01
SIMMONS BANK	15,538,502.88
SIMMONS BANK PINE B	3,778,000.87
SPRINGFIELD BANK	2,537,964.30
TOWN AND COUNTRY	1,805,729.69
US BANK	3,043,370.62
VILLIAGE BANK	132,000.00
GRAND TOTAL	211,168,544.62

ORDINANCE #22-1267

AN ORDINANCE TO EXTEND AND AMEND ORDINANCE 09-995, THE NON- EXCLUSIVE FRANCHISE OF SPECTRUM MID-AMERICA, LLC d/b/a CHARTER COMMUNICATIONS IN ST. CLAIR, COUNTY, ILLINOIS UNTIL JUNE 6, 2032

WHEREAS, Mid-America Entertainment, LLC d/b/a Charter Communications ("Charter") currently provides cable service in St. Clair County, Illinois ("County") under Ordinance 09-995, a non-exclusive Franchise (the "Franchise"), granted on July 27, 2009; and

WHEREAS, on September 26, 2016, the Board of St. Clair County passed and approved Ordinance 16-1148 which amended certain provisions of the Franchise as well as extended the Franchise until October 1, 2021; and

WHEREAS, Charter provided the County with a timely franchise renewal letter pursuant to Section 626 of Title VI of the Communications Act of 1934, as amended (the "Cable Act"); and

WHEREAS, the parties continue to reserve all rights under the formal procedures of Section 626 of the Cable Act and do not waive any rights related thereto; and

WHEREAS, the parties agree that it is in the public interest to extend and amend the current Franchise for an additional period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS.

Section One. The non-exclusive Franchise (the "Franchise"), originally passed and approved by the County as Ordinance 09-995, and as amended under Ordinance 16-1148 shall be extended through October 1, 2026.

Section Two. The County and Charter continue to reserve all rights under the renewal procedures of Section 626 of the Cable Act (47 U.S.C. § 546) and do not waive any rights related thereto.

Section Three. This Ordinance shall be effective as of the date hereof, subject to acceptance by Charter.

PASSED AND APPROVED BY THE BOARD OF ST. CLAIR COUNTY THIS

27th DAY OF June, 2022.

ST CLAIR COUNTY ILLINOIS

By: _____

Title: _____

ACCEPTED THIS _____ DAY OF _____, 2022

SPECTRUM MID-AMERICA, LLC
d/b/a CHARTER COMMUNICATIONS

By: _____

Title: _____

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the County of St. Clair, Illinois hereinafter referred to as the "Grantor" and Spectrum Mid-America, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal, and technical ability of the Grantee is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "County Board" or "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment, and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust, or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 hereto.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of Illinois.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way, and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing, and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate, and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during

its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.12. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith

that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits, and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate, and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.2 of this Franchise.

SECTION 10 **Franchise Fee**

Amount of Fee.

10.1 Grantee shall pay to the Grantor a quarterly franchise fee in an amount equal to five percent (5%) of the quarterly Gross Revenue and provide a quarterly summary of revenue report. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.2.1 Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County franchise fee or service provider fee review; requests for information). Any audit shall be conducted in accordance with generally applicable auditing standards. The County and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 55 ILCS 5/5-1095.1.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be four (4) years from the date on which payment by the Grantee was due.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the

Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial, and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of four (4) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13

Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to: (i) respond to the Grantor, contesting the assertion of noncompliance; or (ii) to cure such default; or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the County Board

shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the County Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the County Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the County Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14
Miscellaneous Provisions

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 14.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

14.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

14.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	County of St. Clair Attn: County Board Chairman 10 Public Square – Room B561 Belleville, IL 62220
Email:	countyboard@co.st-clair.il.us
Grantee:	Charter Communications Attn: Director of Government Affairs 3030 Roosevelt Avenue Indianapolis, IN 46218
Email:	LeeAnn.Herrera@charter.com
Copy to:	Charter Communications Attn: Vice President, Government Affairs 601 Massachusetts Avenue NW, Suite 400W Washington, DC 20001

14.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public

rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.7 above.

14.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.13 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this 27th day of June, 2022.

County of St. Clair, Illinois

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 2022, subject to applicable federal and State law.

Spectrum Mid-America, LLC

By: Charter Communications, Inc., its Manager

Print Name:

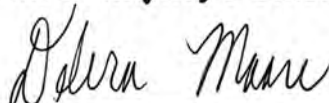
Title

ORDINANCE NO. 22-1267

REVIEWED BY:



State's Attorney's Office

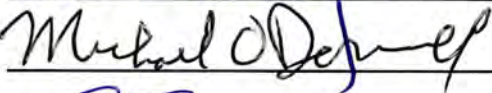


Director of Administration

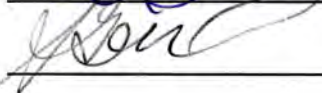




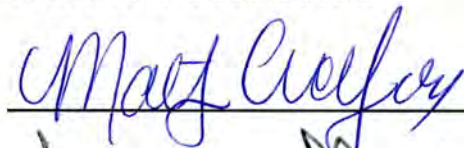


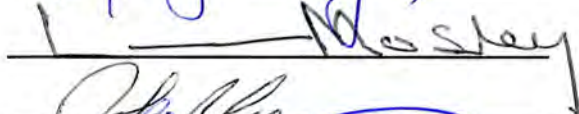




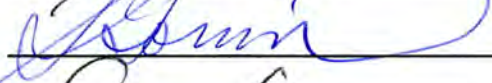


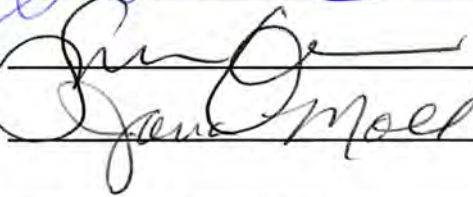
JUDICIARY COMMITTEE











FINANCE COMMITTEE



ALTON EDWARDSVILLE BELLEVILLE HIGHLAND
JERSEYVILLE COLUMBIA CARROLLTON

June 27, 2022

To the Honorable Marie Zaiz, St. Clair County Circuit Clerk and
To the Honorable Mark Kern, County Board Chairman
and Members of the County Board
St. Clair County, Illinois

We have audited the financial statements of the fiduciary fund of the St. Clair County Circuit Clerk for the year ended December 31, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 7, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the St. Clair County Circuit Clerk are described in Note 1 to the financial statement. As described in Note 1 to the financial statements, the Circuit Clerk changed accounting policies related to fiduciary funds by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 84, "Fiduciary Activities", in 2021. The adoption of this Statement does not change the custodial funds of the Circuit Clerk, rather the presentation of the fiduciary fund financial statements. We noted no transactions entered into by the St. Clair County Circuit Clerk during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statement was:

The disclosure of uncollected assessment receivables in Note 4 to the financial statement. All Circuit Clerk receipts are recognized when received; the receivable and any related provision for uncollectable receivables have not been recorded in the financial statement.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no misstatements detected as a result of audit procedures that were material, either individually or in the aggregate, to the financial statement taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 27, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to report on the Report J – Annual Financial Report (except for Part II), which accompanies the financial statements but is not required supplementary information (RSI). With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

St. Clair County, Illinois
June 27, 2021
Page 3

We were not engaged to report on Part II – Cost of Operating Clerk's Office of Report J, which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the St. Clair County Board and management of St. Clair County Circuit Clerk's office and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,


SCHEFFEL BOYLE
Belleville, Illinois
June 27, 2022



ST. CLAIR COUNTY HEALTH DEPARTMENT

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



William R. Kreeb, M.S.
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

**Health Promotion and Wellness
Clinical Services and Systems**
• 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

Like and Follow us on:
Facebook: @SCC.HealthDepartment
Twitter: @stclairhealth



Public Health
Prevent. Promote. Protect.
**St. Clair County
Health Department**
together for your health

Robert Green, Business Manager
Laborer's Local 100
laborlocal100@sbcglobal.net

June 27, 2022

Dear Mr. Green,

This letter is to serve as an addendum to the current (Jan 2022-December 2024) Agreement between the Laborer's Local #100 and St. Clair County Health Department. The attached wage proposal was accepted by the Union and notification to the Health Department was provided on June 7th, 2022. The proposed 2022 wage increases (Phase 1), will go into effect on July 3rd, 2022. The 2022 increases may be retro-activated to a date within the same calendar year; dependent on availability of grant funding. Phase two of the wage proposal will go into effect January 1, 2023. The implementation of both Phase 1 (2022) & Phase 2 (2023) wage increases are pending the approval of the St. Clair County Board at the June 2022 meeting.

Sincerely,

Myla Blandford

Myla Blandford

Myla Blandford, MPH, REHS, LEHP
Executive Director

(618) 825-4413 | myla.blandford@co.st-clair.il.us
St. Clair County Government | Health Department
19 Public Square Suite 150 | Belleville, IL. 62220

**ST. CLAIR COUNTY HEALTH DEPARTMENT
SALARY SCHEDULE AND PAY GRADE CLASSIFICATION**
Effective: TBD

<u>PAYGRADE EEO</u>	<u>HOURLY RATE</u>	<u>NEW RATE</u>	<u>BASE SALARY</u>	<u>UNION: POSITION CLASSIFICATION</u>	<u>Existing Staff Proposal per classification</u>
	Current		Current	(positions may be full or part-time)	Union credentialed staff refers to those staff holding a nursing (RN or advanced) or Environmental Health Practitioner license
P2: Professional	\$ 20.00	\$24.00	\$ 39,000	Environmental Protection Specialist I	
			\$ 46,800	Environmental Protection Specialist II	
				Sanitarian I	EFFECTIVE Jan 1, 2023: Bring to \$24: Non-credentialed staff
				Sanitarian II	
				Nutritionist	
	\$ 20.00	\$28.00	\$ 39,000	Sanitarian w/Licensed Environmental Health Practitioner	EFFECTIVE 2022: Bring to \$28.00; \$1/hr increase for those already above \$28/hr
			\$ 54,600	Staff Registered Nurse	
				Public Health Nurse	

June 27, 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 June 2022 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE
St. Clair County Board

June 27, 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 June 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

RESOLUTION 2724-22-RT

WHEREAS, the County of St. Clair is proposing the improvement of Curtiss-Steinberg Road (CH 97) and Sauget Business Boulevard (CH 97) from the intersection of Falling Springs Road to the easternmost intersection of Sauget Business Boulevard and Sauget Industrial Parkway; and

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

WHEREAS, the firm of EFK Moen, LLC, has agreed to perform all the necessary design and preparation of plans as stated hereinbefore, as described in the attached unexecuted contract at the estimated cost plus amount of \$261,668.

NOW, THEREFORE, BE IT RESOLVED, that this Board accepts the offer made by the firm of EFK Moen, LLC. to furnish engineering services as above specified; and

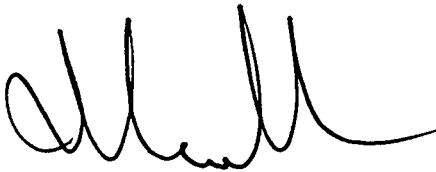
BE IT FURTHER RESOLVED, that the Chairman of this Board is authorized and directed to execute the Agreement on behalf of the County, with EFK Moen, LLC. for engineering work in accordance with the above; and

BE IT FURTHER RESOLVED, that the services to be performed under the above said Engineering Agreement with EFK Moen, LLC. be a part of the improvement designated Section 21-00304-08-RS; and

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

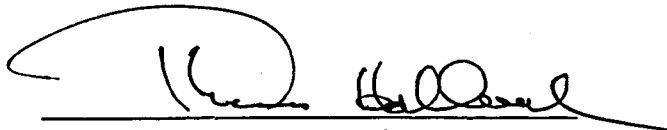
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit four (4) copies of this resolution, duly certified, to the Illinois Department of Transportation, through its Region Five Engineer's Office at Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 27th day of June, 2022.



County Board Chairman

Attest



County Clerk

Municipality	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Rebuild Illinois Funds	CONSULTANT	Name EFK Moen, LLC
Township				Address 303 Fountains Parkway, Ste 240
County St. Clair				City Fairview Heights
Section 21-00304-08-RS				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Rebuild Illinois Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Curtiss-Steinberg / Sauget Business Boulevard Improvements

Route CH 97 Length 1.31 Mi. _____ FT (Structure No. N/A)

Termini Intersection of Falling Springs & Curtiss Steinberg Road east to the easternmost intersection of Sauget Business Blvd. & Sauget Industrial Pkwy.

Description:

Prepare PSE's for Class D pavement patching, milling and resurfacing of existing HMA pavement and shoulders, and pavement striping. Prepare IDS for existing intersections to ensure that they can handle design vehicle.

Agreement Provisions

The Engineer Agrees,

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

~~Note: Four copies to be submitted to the Regional Engineer~~

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1a, 1b, 1c, 4d, 1e, 4f, 1g, 1h, 1j & 4k of the ENGINEER AGREES at actual cost performing such work plus 185.21 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1a, 1b, 1c, 4d, 1e, 4f, 1g, 1h, 1j & 4k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. The maximum fee for these items shall not exceed \$261,668.

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

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

By Mutual agreement, partial payments, not to exceed 90 100 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 185.21 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 185.21 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It Is Mutually Agreed,

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

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

Executed by the LA:

St. Clair County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

COPY

Executed by the ENGINEER:

EFK Moen, LLC

303 Fountains Parkway, Suite 240

ATTEST:

Fairview Heights, IL 62208

By Shelley Dintelman

By Linda Moen

Title Shelley Dintelman, P.E., Project Manager

Title Linda Moen, P.E., President

Approved

Date

Department of Transportation

Regional Engineer

REVIEWED BY:

State's Attorney's Office

Director of Administration

Marty Ciofalo

John P. Martin

Ed Truitt

Michael O'Donnell

John H. Hall

TRANSPORTATION COMMITTEE

Scott Lerner

Carl McCoy

CEB

John P. Martin

Michael O'Donnell

R. G. Gentry

JUDICIARY COMMITTEE

Marty Ciofalo

John P. Martin

John P. Martin

John P. Martin

John P. Martin

John P. Martin

John P. Martin

FINANCE COMMITTEE

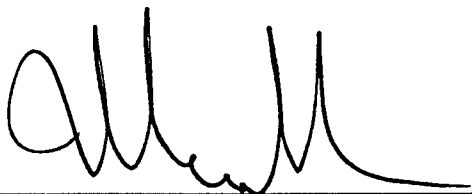
RESOLUTION #2725-22-RT

WHEREAS, Spectrum Mid-America, by Highway Permit 2719 seeks permission and authority to install a buried communication line along the West side of Scott Troy Road, C.H. 61, Maintenance Section R-25-1, for the first 1,707 feet. Heading North.

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 day of



County Board Chairman

Attest



County Clerk

Resolution # 2725-22-RT

REVIEWED BY:

State's Attorney's Office

Director of Administration

Mary C. Cope
Greg F. Sme
Robt. L. Sme
Michael O'Donnell
Guth. L. L.

TRANSPORTATION COMMITTEE

Scott Lema
Curt McCall
K. O. Sme
Michael O'Donnell
C. Sme

JUDICIARY COMMITTEE

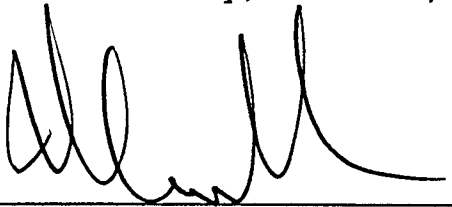
Resolution #2726-22-RT

WHEREAS, Caseyville Township, by Highway Permit 2718 seeks permission and authority to bore and install a Sewer line 110 Ft from the South side of Frank Scott Parkway East, C.H. 95, Maintenance Section H-62-7, to the North Side East of Berg Blvd.

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 day of 2022.



County Board Chairman

Attest



County Clerk

Resolution 2726-22-RT

REVIEWED BY:

State's Attorney's Office

Director of Administration

Marty Cusack

OS R-M

Robt. Smith

Michael O'Donnell

John W.

TRANSPORTATION COMMITTEE

Scott Lema

Curtis McCall

CLB

Deery

Michael O'Donnell

R. O'Donnell

JUDICIARY COMMITTEE

RESOLUTION NO. 2727-22-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:

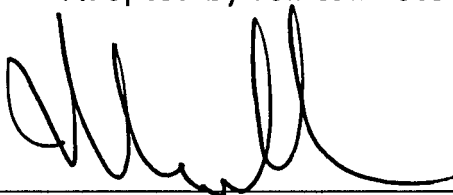
(See attachment)

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:

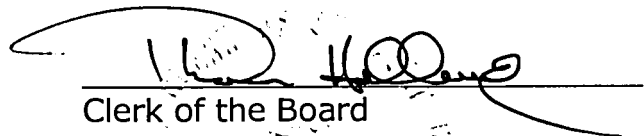
BE IT RESOLVED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS, that the Chairman of the Board of St. Clair County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the above described real estate for the sum of One Hundred Seventeen Thousand, Five Hundred Ninety-Three and 37/100 Dollars (\$117,593.37) paid to the Treasurer of St. Clair County, Illinois, to be distributed according to law.

Adopted by roll call vote on the 27th day of June 2022.



Chairman, St. Clair County Board

ATTEST:


Clerk of the Board

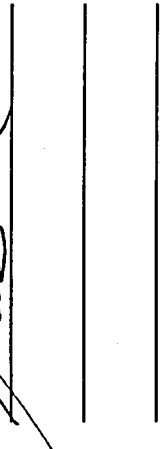
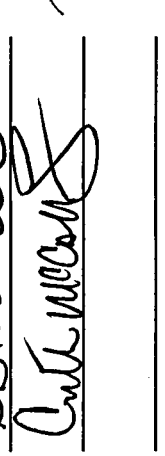
RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
06-22-001	REMOVED			02-26.0-317-006, 007, 008, 031	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06-22-002	0522903	SAL	CITY OF BELLEVILLE	08-22.0-302-012	795.00	59.76	0.00	90.00	450.00	0.00	195.24
06-22-003	0422172	SAL	MRS. C. DON CLARK	02-19.0-315-007, 009, 010	1,100.00	66.76	0.00	135.00	450.00	0.00	448.24
06-22-004	201601804	REC	ASHLEY HAYNES	02-27.0-400-015	10,674.88	112.42	0.00	90.00	2,398.16	0.00	8,074.30
06-22-005	201702087	REC	JOSEPH & LYNN QUIRIN	08-27.0-310-024	51,896.26	121.90	0.00	90.00	20,197.80	0.00	31,486.56
06-22-006	201601392	REC	CORTEZ YARBROUGH	02-21.0-114-017	1,040.00	68.00	0.00	90.00	277.09	0.00	604.91
06-22-007	201703376	REC	EZELL HAMILTON	06-02.0-206-008	7,711.53	120.80	0.00	90.00	2,277.40	1.00	5,222.33
06-22-008	201704467	REC	CAROL CLEANING SERVICE	06-10.0-321-004	1,904.22	106.88	0.00	90.00	650.98	12.50	1,043.86
06-22-009	0122137	SAL	KARVETTIA SMOOT	02-18.0-405-019	795.00	40.12	0.00	84.25	450.00	0.00	220.63
06-22-010	0422084	SAL	FELLOWSHIP ASSEMBLY CHURCH OF ST. LOUIS	02-09.0-316-001 THRU 007	1,095.00	155.38	0.00	255.00	450.00	0.00	234.62
06-22-011	0422265	SAL	DAWN M. TRIPLETT	02-35.0-212-008	795.00	58.97	0.00	84.25	450.00	0.00	201.78
06-22-012	0422225	SAL	MAY BROWN	02-27.0-407-001 THRU 005, 019 THRU 023	1,547.00	476.80	0.00	295.00	450.00	0.00	325.20
06-22-013	0422228	SAL	MAY BROWN	02-27.0-407-015 THRU 018, 033 THRU 036	1,247.00	377.02	0.00	245.00	450.00	0.00	174.98
06-22-014	0721085	SAL	FELLOWSHIP ASSEMBLY CHURCH OF ST. LOUIS	02-09.0-318-032, 034, 070	795.00	73.89	0.00	135.00	450.00	0.00	136.11
06-22-015	0122033	SAL	MARKET AVENUE CHURCH OF GOD	01-24.0-231-006, 007	795.00	98.83	0.00	129.25	450.00	0.00	116.92
06-22-016	0422210	SAL	FANNTA DRUMMER	02-26.0-317-006, 007, 008, 031	795.00	101.48	0.00	165.00	450.00	0.00	78.52
06-22-017	201700901	REC	DAVID D EDWARDS	02-18.0-418-032	7,944.00	114.94	0.00	90.00	1,511.06	0.00	6,228.00
06-22-018	201890173	SUR	TODD NOBBE	12-00337	1,395.00	140.07	0.00	0.00	605.98	0.00	648.95
06-22-019	201304416	REC	ANGELA AND LEONARD FRISON	06-02.0-409-011	5,827.00	68.00	0.00	84.25	838.56	5.56	4,830.63
06-22-020	1021039	SAL	MARKET AVENUE CHURCH OF GOD	01-24.0-231-021	795.00	38.88	0.00	90.00	450.00	0.00	216.12
06-22-021	0422163	SAL	E&L, LLC	02-19.0-209-044, 045, 046	795.00	125.17	0.00	123.75	450.00	0.00	96.08
06-22-022	0422229	SAL	MAY BROWN	02-27.0-411-022 THRU 032	1,695.00	337.41	0.00	338.25	450.00	0.00	569.34
06-22-023	0422178	SAL	CHARLOTTE S. HAWKINS	02-20.0-106-029, 030	795.00	77.39	0.00	90.75	450.00	0.00	176.86
06-22-024	Easement	UNK	AMEREN ILLINOIS	01-23.0-402-005 and others	13,600.00	0.00	0.00	0.00	3,400.00	0.00	10,200.00
06-22-025	201201853	DEF-REC	MICHAEL SUGGS	02-19.0-405-021	1,500.00	0.00	0.00	0.00	265.63	0.00	1,234.37
06-22-026	201202806	DEF-REC	SHELLIE HOWARD, JR	02-30.0-211-052	1,003.00	0.00	0.00	0.00	238.32	0.00	764.68
06-22-027	201501954	DEF-REC	MARQUITTA TAYLOR	02-21.0-423-008	1,781.00	0.00	0.00	0.00	382.53	0.00	1,398.47
06-22-028	201603517	DEF-REC	EVELYN MEEKS	07-07.0-203-018	4,424.00	112.16	0.00	0.00	1,147.80	0.00	3,164.04
06-22-029	201700594	DEF-REC	ATLEE PROPERTIES LLC & ARMSTRONG JULIAN	02-16.0-107-035	2,100.00	59.76	0.00	0.00	626.01	0.00	1,414.23
06-22-030	201302834	DEF-REC	STANLEY WILLIAMS	02-26.0-123-023	1,360.00	0.00	0.00	0.00	364.72	0.00	995.28

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
06-22-031	201600485	DEF-REC	DEON WHITTAKER	02-08.0-402-025	795.00	0.00	0.00	0.00	160.97	0.00	634.03
06-22-032	201601213	DEF-REC	MICHAEL SUGGS	02-19.0-405-020	250.00	0.00	0.00	0.00	208.48	0.00	41.52
06-22-033	201704586	DEF-REC	NATHANIEL O'BANNON III	01-01.0-105-005	350.00	33.02	0.00	0.00	213.63	0.00	103.35
06-22-034	201700527	DEF-REC	ANTHONY MAYS	02-08.0-425-023	998.00	53.06	0.00	0.00	570.61	0.00	374.33
06-22-035	201600952	DEF-REC	MARICO BRATCHER JR	02-17.0-326-013	2,120.00	0.00	0.00	0.00	438.02	0.00	1,681.98
06-22-036	1010124	DEF-SAL	LAROBERT M LACY	02-10.0-317-031 THRU 033	1,000.00	0.00	0.00	0.00	811.34	0.00	188.66
06-22-037	201401906	DEF-REC	JEREMIAH L TILMON	02-23.0-314-031	6,906.02	66.69	0.00	0.00	1,985.08	0.00	4,854.25
06-22-038	201402405	DEF-REC	JAI ANDERSON	02-30.0-216-062	1,093.00	0.00	0.00	0.00	328.09	0.00	764.91
06-22-039	201601924	DEF-REC	DONNA FENTON	02-30.0-104-034	1,743.00	0.00	0.00	0.00	460.54	0.00	1,282.46
06-22-040	201700732	DEF-REC	BENITA BRATCHER AND DEMARCO SUGGS	02-17.0-326-014	3,738.00	52.80	0.00	0.00	964.63	0.00	2,720.57
06-22-041	201500875	DEF-REC	CHAUNEEK FOWLER	02-08.0-409-025	450.00	0.00	0.00	0.00	237.53	0.00	212.47
06-22-042	201600773	DEF-REC	ATLEE PROPERTIES LLC	02-16.0-108-047	1,900.00	0.00	0.00	0.00	472.54	0.00	1,427.46
06-22-043	201201594	DEF-REC	LAKECIA S COLE	02-18.0-113-001	1,440.00	0.00	0.00	0.00	303.27	0.00	1,136.73
06-22-044	201702045	DEF-REC	MIKE WARD	08-26.0-305-005	1,610.00	108.48	0.00	0.00	408.87	0.00	1,092.65
06-22-045	201603488	DEF-REC	ADRIENNE WILLIAMS	07-07.0-105-011	1,145.00	0.00	0.00	0.00	296.56	0.00	848.44
06-22-046	0422051	SAL	LISA'S LASH LOUNGE LLC	01-35.0-316-032, 033	795.00	57.87	0.00	123.50	450.00	0.00	163.63
06-22-047	1021262	SAL	ANNA GRIFFIN	02-19.0-409-004 THRU 007, 009 THRU 013, 036	1,545.00	291.51	0.00	459.25	450.00	0.00	344.24
06-22-048	201701176	REC	STANLEY COX	02-20.0-222-043	16,255.18	113.84	0.00	90.00	4,278.46	0.00	11,772.88

Totals

\$172,133.09	\$3,890.06	\$0.00	\$3,557.50	\$54,520.66	\$19.06	\$110,145.81
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Clerk Fees	\$3,890.06
Recorder/Sec of State Fees	\$3,557.50
Total to County	\$117,593.37

Committee Members

COUNTY BOARD EXTENSION REQUEST

PAYER: Elsie B Berry (6/22/22)
Account No.: 201601144 Parcel I. D. No.: 02-19.0-114-060
Property Address: 1831 St Louis Avenue, ESL

Property Description:

Is this property: Occupied? Yes
Rented or Leased? No
Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 5/21/20
Purchase Price: \$10144.12
Total Paid to Account: \$2534.00
Balance Due: \$7692.62
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? _____

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$1523.00 at 6/22/22 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Ermon Chism Et Al (6/22/22)
Account No.: 201602071 **Parcel I. D. No.:** 02-32.0-211-008
Property Address: 48 Jarvis Place, Alorton

Property Description:

Is this property:
Occupied? No
Rented or Leased? No
Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 2/28/18
Purchase Price: \$6881.31
Total Paid to Account: \$4899.00
Balance Due: \$2061.81
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$400 at 6/22/22 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Callie and Earl Davis (6/22/22)
Account No.: 201300837 **Parcel I. D. No.:** 02-08.0-306-036
Property Address: 2019 N 25th Street, ESL

Property Description:

Is this property: **Occupied?** Yes
Rented or Leased? No
Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 2/24/17
Purchase Price: \$7647.80
Total Paid to Account: \$5158.00
Balance Due: \$2584.80
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$498.00 at 6/22/22 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Hazel Jamerson (6/22/22)
Account No.: 201601360 **Parcel I. D. No.:** 02-20.0-224-021
Property Address: 630 N 40th Street, ESL

Property Description:

Is this property: Occupied? No
 Rented or Leased? No
 Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 5/26/20
Purchase Price: \$8604.28
Total Paid to Account: \$2370.00
Balance Due: \$6341.78
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? _____

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$1300.00 at 6/22/22 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Shontez Lancaster (6/22/22)
Account No.: 201600501 Parcel I. D. No.: 02-08.0-420-045
Property Address: 3059 Audubon, ESL

Property Description:

Is this property: Occupied? Yes
Rented or Leased? No
Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 5/18/20
Purchase Price: \$12043.47
Total Paid to Account: \$4409.00
Balance Due: \$7716.97
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? _____

What has Payer done with property? (Insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$1528.00 at 6/22/22 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Derrick L Thomas & Trina Holly (6/22/22)
Account No.: 201703571 **Parcel I. D. No.:** 06-03.0-404-041
Property Address: 131 St Barbara Lane, Cahokia IL

Property Description:

Is this property: **Occupied?** No
Rented or Leased? No
Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 6/7/21
Purchase Price: \$9330.9
Total Paid to Account: \$2500.00
Balance Due: \$6925.90
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? _____

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$1367.00 at 6/22/22 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Jeremiah Tilmon (6/22/22)
Account No.: 1019590 **Parcel I. D. No.:** 08-33.0-201-015
Property Address: 113 Ross Lane, Belleville, IL

Property Description:

Is this property: Occupied? No
 Rented or Leased? No
 Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 10/3/19
Purchase Price: \$16654.40
Total Paid to Account: \$8077.00
Balance Due: \$8589.90
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? Yes

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (Insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$1800.00 at 6/22/22 TC Mtg



MARK A. KERN
CHAIRMAN

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

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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
C.J. BARICEVIC

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STEPHEN E. REEB

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District 21
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District 25
JAMES HAYWOOD

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
RICK CASEY

June 8, 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 **May, 2022**.

These claims involve the expenditure of programmatic and administrative funds associated with the Community Development Group, Workforce Development Group, and the Community Services Group.

These expenditures have been processed by the administrative staff of the St. Clair County Intergovernmental Grants Department. They have been reviewed and approved by the Grants Committee and are recommended for County Board approval by the Grants Committee.

Respectfully submitted,

Stephen Reeb, Chairman
St. Clair County Board Grants Committee



ST. CLAIR COUNTY HEALTH DEPARTMENT

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



William R. Kreeb, M.S.
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

**Health Promotion and Wellness
Clinical Services and Systems**
• **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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Public Health
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**St. Clair County
Health Department**
together for your health

MONTHLY ACTIVITY REPORT May 2022 Stats

ENVIRONMENTAL PROGRAMS

ENVIRONMENTAL HEALTH

FOOD SERVICE PROGRAM

Routine Inspection
Reinspection
Opening Inspections
Food Recall Notifications
Foodborne Illness Investigations
Complaint Investigations
In-services
of Participants
Consultations/Plan Reviews/Fires/Disasters

APR	MAY	YTD 22	YTD 21
242	203	1,044	784
39	54	195	48
4	7	23	21
4	4	24	27
1	0	4	19
6	7	49	40
0	0	0	0
0	0	0	0
138	209	896	5,391

NUISANCE/VECTOR/TANNING

Complaint Investigations & Rechecks
Smoke Free IL Complaints
Smoke Free IL Citations
Consultations (Smoking, Tanning, Vector)
Tanning Inspections & Rechecks
Vector Surveillance (May - October)

0	2	2	4
1	1	8	0
0	0	0	0
39	48	174	784
0	0	1	3
0	4	4	26

POTABLE WATER PROGRAM

Well Permits Issued
Well Inspections
Analysis Reviewed
Consultations

4	0	10	9
3	2	8	13
2	2	12	44
19	24	80	47

PRIVATE SEWAGE PROGRAM

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

5	4	30	47
96	108	513	324
8	7	33	50
4	6	35	22
0	0	1	0

ENVIRONMENTAL PROTECTION and POLLUTION PREVENTION

LANDFILL PROGRAM

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

7	6	31	31
0	0	0	2
6	9	48	15
24	24	111	41

POLLUTION PREVENTION PROGRAM

Consultations/Presentations
Materials Distributed

78	0	90	12
6	5	81	25



ST. CLAIR COUNTY HEALTH DEPARTMENT

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



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President

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Executive Director

Administrative/Fiscal
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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

Health Promotion and Wellness Clinical Services and Systems

- **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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Public Health
Prevent. Promote. Protect.
St. Clair County Health Department
together for your health

MONTHLY ACTIVITY REPORT

May 2022 Stats

	APR	MAY	YTD 22	YTD 21
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INFECTIOUS DISEASE PREVENTION

COMMUNICABLE DISEASE CASES

Chlamydia	71	85	343	435
E-Coli	0	1	1	2
Gonorrhea	38	47	217	200
Group A Streptococcal (Invasive)	0	0	3	6
Hepatitis A	0	0	0	1
Hepatitis B	6	15	30	8
Hepatitis C	4	2	36	21
HIV+	2	1	3	9
Influenza	1	0	2	1
Covid-19	571	2,357	21,953	9,030
Flu-like Symptoms (Specific)	0	1	2	1
Meningitis (Bacterial)	0	0	0	0
MRSA	0	0	0	0
Pertussis (Whooping Cough)	0	0	0	0
Salmonella	0	1	2	4
Syphilis	13	19	71	40

TB CONTROL/TESTING

Field Visits (Directly Observed Therapy)	2	2	12	40
Client Contacts (Directly Observed Therapy)	2	2	12	40
Video Observed Therapy	60	38	358	60
Client Served under Video Observed Therapy	0	0	3	1
Clients Served (by Physician)	1	0	2	4
Client Contacts (Clinic)	63	97	382	276
Chest X-Ray	1	2	7	11
Skin Tests	28	45	176	111
Positive Skin Tests	0	5	9	12
MTB Cases	0	0	0	3
Suspects	0	0	0	0

ILLNESS INVESTIGATIONS-CONSULTATIONS

Off-site	0	0	0	0
Office	4	0	9	18
Phone	420	370	1,631	8,618
OOJ - Out of Jurisdiction	5	2	21	104
Documentation Sen-Physicians/ MSP Providers	0	0	0	62

HIV/AIDS CARE REGION

Starting Caseload	609	616	3,075	629
New to Medical Case Management Clients	14	19	64	42
Discharges	7	5	46	7
Remaining Caseload	616	630	3,088	664



ST. CLAIR COUNTY HEALTH DEPARTMENT

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



William R. Kreeb, M.S.
President

Myla Blandford, MPH, REHS, LEHP
Executive Director

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618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- **Communicable Disease**
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618.233.9356 fax
- **Southwestern Illinois HIV Care Connect**
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MONTHLY ACTIVITY REPORT May 2022 Stats

	APR	MAY	YTD 22	YTD 21
INFECTIOUS DISEASE PREVENTION (cont.)				

HIV PREVENTION - REGION

HIV Tests Completed Total	3	2	16	7
HIV Tests Completed at SCCHD	3	2	15	7
New Positive Cases Identified	0	0	0	1
# Cases Linked to HIV Medical Care	0	0	0	0

HIV Disease Interv. Serv. - REGION

New Cases Opened	25	0	31	116
Individuals Notified	0	0	0	1
Linked to Medical Care	0	0	1	7
Already in care (May reflects to-date number)	16	0	19	30

EMERGENCY PREPAREDNESS

Public Outreach/Presentations	54	2	58	0
External Conferences/Workshops	3	4	12	0
Partnership Meetings	6	12	51	13
Materials Distributed	7420	24987	35,807	0
Project Activities	1	11	12	0
St. Clair County Personnel Trained	0	0	0	0
Health Department Personnel Trained*	5	2	22	1
Incident/Assistance	18	20	52	0

MRC (MEDICAL RESERVE CORPS)

Public Outreach/Presentations	1	2	4	0
Meetings/Workshops/Trainings Offered	0	0	7	28
Program Materials Distributed	5	75	82	500
Non- Emergency Public Health Event	1	1	2	7
Number of MRC Volunteers Trained	0	1	5	112
Number of Personnel Trained	2	20	41	5
Emergency Response Incident/Assistance	0	0	0	97
MRC Unit Volunteer Hours Served	14.5	4.5	38	1,292

COVID VACCINE ADMINISTERED - St. Clair County

COVID Vaccine totals from 1/12/22 -

			YTD 2021 thru 1-11-22
Moderna	n/a	n/a	7,251
Pfizer	n/a	n/a	16,593
Johnson & Johnson (Janssen)	n/a	n/a	634
Pfizer 3rd Dose	n/a	n/a	819
Moderna 3rd Dose	n/a	n/a	948
Johnson & Johnson (Janssen) 2nd Dose	n/a	n/a	56

For up to date vaccine info - Please refer to CDC and IDPH:

CDC Data Tracker: <https://covid.cdc.gov/covid-data-tracker/>

IDPH: <https://dph.illinois.gov/covid19/vaccine/vaccine-data.html?county=Illinois>

Total for BCFG SCCHD Mass Vaccination site thru 5/31/21	n/a	n/a	n/a	103,480
Total for the SCCHD Mass Vaccination site - 330	n/a	n/a	n/a	7,232



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MONTHLY ACTIVITY REPORT May 2022 Stats

Health Promotion & Wellness

HEALTHY KIDS SERVICES

Immunizations
Developmental Screenings
Perinatal Depression Screenings
Lead Testing-Children
Lead Testing-Prenatal
Well Child Screening

APR	MAY	YTD 22	YTD 21
-----	-----	--------	--------

111	143	573	475
19	9	40	37
86	95	421	298
1	1	3	5
0	0	0	0
0	0	0	0

HEALTHY HOMES LEAD FOLLOW-UP PROG

Home Visits
New Enrollments
Prevention Education

4	3	9	0
0	2	4	7
11	15	54	19

CASE MANAGEMENT SERVICES

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

448	482	n/a	n/a
67	57	255	263
54	51	n/a	n/a
16	17	66	48
111	104	366	358
292	291	1,429	1,411
8	16	52	81
47	57	251	236

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	0	0	4
0	0	2	18
0	0	0	12
0	0	3	0
0	0	0	9
0	0	0	6
0	0	0	0

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
1,474	1,519	7,518	9,223
76%	78%	n/a	n/a
227	194	1,009	893
502	490	2,316	2,315

DIAPER DEPOT

Diaper's Distributed

5,400	5,450	26,925	0
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MONTHLY ACTIVITY REPORT May 2022 Stats

BREASTFEEDING PEER COUNSELOR PRGM

	APR	MAY	YTD 22	YTD 21
Caseload	323	330	n/a	n/a
Client Contacts	22	24	245	437
New Enrollments	58	53	234	202

Health Promotion & Wellness (cont.)

PHS COMMUNITY OUTREACH

Health Fairs	2	0	2	0
Total Attendance	50	0	50	0
Presentations	0	0	0	0
Total Attendance	0	0	0	0
Meetings/Conferences/Workshop Contacts	0	0	0	5
Face to Face Contacts	0	0	0	0

BREAST & CERVICAL CANCER PROGRAM

Enrollments	32	30	135	106
Clinically Navigated Insured	4	5	15	10
Clients with High Deductible	1	2	7	2
Younger Symptomatic Referrals	1	1	4	5
Referrals/Treatment Act	1	0	6	1
Cancer within BCCP	0	1	4	1
Cancer outside BCCP	1	0	3	0



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MONTHLY ACTIVITY REPORT May 2022 Stats

	APR	MAY	YTD 22	YTD 21
ADMINISTRATION				
<u>COMMUNITY HEALTH EDUCATION & PROMOTION</u>				
Coalition/Advisory Meetings	0	1	5	3
Healthier Together mtgs/activities	1	0	0	0
Community Organizations/Agencies	0	0	0	5
Total Attendance	0	16	33	29
Total Presentations	0	0	0	0
Press releases	0	0	63	124
Displays prepared	0	0	0	0
<u>SOCIAL MEDIA</u>				
Twitter Followers - NEW from previous month	-1		26	91
Total Twitter Followers Lifetime-Accumulative NEW	1,314	1318	1,318	0
Twitter Tweets NEW METRIC	50	25	218	0
Twitter Impressions per month NEW METRIC	3,299	2,296	21,484	0
Twitter Profile Visits per month NEW METRIC	1,485	867	9,984	0
Twitter Mentions NEW METRIC	7	1	32	0
Facebook Page Followers Lifetime-Accumulative	2	14	9,458	39,835
Facebook Page Reach	29,503	20,468	312,168	669,181
Facebook Page Visits/Likes	3,259	3,491	25,995	26,387
NEW Facebook Page Likes NEW METRIC	21	21	373	0



VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER



RETURN HOME VENDOR SUMMARY CONTRACT SEARCH PAYMENTS SEARCH PAYMENTS ISSUED



PENDING PAYMENTS PAYMENTS NOTIFICATIONS

➔ Return Back

Warrant/EFT #: EF 0019779

Fiscal Year	2022	Issue Date	04/07/22
Warrant Total	\$681,657.39	Warrant Status	

Agency	Contract	Invoice	Voucher	Agency Amount
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Warrant/EFT #: EF 0019779

492 - REVENUE	A2133232	2A2133232	\$681,657.39
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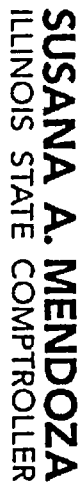
IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$681,657.39	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 04/06/2022
2	COUNTY .25 % SHARE OF SALES TAX
3	LIAB MO: JAN. 2022 COLL MO: FEB. 2022 VCHR MO: APR. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY .25 % SHARE OF SALES TAX

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ST CLAIR COUNTY TREASURER



[RETURN HOME](#) [VENDOR SUMMARY](#) [CONTRACT SEARCH](#) [PAYMENTS SEARCH](#) [PAYMENTS ISSUED](#)



PENDING PAYMENTS PAYMENTS NOTIFICATIONS

 Return Back

Warrant/EFT#: EF 0019778

Fiscal Year	2022	Issue Date	04/07/22
Warrant Total	\$160,672.41	Warrant Status	



Warrant/EFT #: EF 0019778

492 - REVENUE	A2133231	2A2133231	\$160,672.41
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IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$160,672.41	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 04/06/2022
2	COUNTY 1 % SHARE OF SALES TAX
3	LIAB MO: JAN. 2022 COLL MO: FEB. 2022 VCHR MO: APR. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY 1 % SHARE OF SALES TAX

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EMPLOYMENT

PRIVACY POLICY

IDENTITY PROTECTION POLICY

COMPTROLLER PPB

INSPECTOR GENERAL

FOIA

CONTACT US

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