

MAY 31, 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 – MAY 31, 2022

1. Invocation – Tom Holbrook, County Clerk
2. Pledge of Allegiance
3. Call to Order – Chairman Mark A. Kern
4. Roll Call by Tom Holbrook, County Clerk; Present – 26; Absent - 3
Absent: Mr. Dancy, Mr. Mosley, Jr. and Mr. O'Donnell (The Chairman noted that are Mr. Dancy, Mr. Mosley, Jr. and Mr. O'Donnell are excused.)
5. Public Participation

None
6. Approval of Minutes of the April 25, 2022, County Board Meeting

Motion to Approve
R. Wilhelm - made
S. Greenwald - seconded

M/C - RC - Unanimous
7. Reports & Communications from the Chairman
 - a. Proclamation – World Wide Technology Raceway
Chairman Kern presented a proclamation honoring World Wide Technology Raceway to Mayor John Hamm who accepted on behalf of Curtis Francois. Applause followed.
 - b. Approval of Amended County Board Meeting Schedule

Motion to Approve 7-b
CJ Baricevic – made
M. Smallheer – seconded

M/C – RC – Unanimous
 - c. Reappointment – Member, Mascoutah Surface Water Protection District – Daniel Krausz

Motion to Approve 7-c
K. Dawson – made
E. Cockrell – seconded

M/C - RC - Unanimous
 - d. Reappointment – Members, Prairie DuPont Water District – Wade Bivens and James Barton

Motion to Approve 7-d
D. Langford – made
M. Smallheer – seconded

M/C - RC - Unanimous

- e. Reappointment – Member, Tri-Township Water District – Penny Zimmerman**

Motion to Approve 7-e

R. Wilhelm – made

C. McCall, Jr. – seconded

M/C - RC - Unanimous

- f. Appointment – Member, Prairie DuPont Water District – John Parke to Complete the Unexpired Term of Charles Smitt Due to His Resignation**

Motion to Approve 7-f

D. Langford – made

R. Wilhelm – seconded

M/C - RC - Unanimous

8. Miscellaneous Reports

Motion to Receive and File

J. Dinges – made

S. Gomric – seconded

M/C - RC - Unanimous

9. Committee Reports

a. Environment Committee:

1. Report

Motion to Approve 9-a-1

R. Meile – made

S. Tieman - seconded

M/C - RC - Unanimous

- 2. Res. # 2711-22-RZ – Smithton Township – Request for a Special Use Permit to Allow a 1-Megawatt Solar Farm Energy System at 2757 South Illinois Street – Belleville, Applicant, SV CSG Reifschneider – Owners, Robert and Nancy Reifschneider – Grant**

Motion to Approve 9-a-2

J.Coers – made

C.R. Vernier - seconded

M/C - RC - Unanimous

- 3. Res. # 2712-22-RZ – Smithton Township – Request for a Special Use Permit to Allow a 2-Megawatt Solar Farm Energy System at 2757 South Illinois Street and Mulligan Lane– Belleville, Applicant, SV CSG Reifschneider – Owners, Robert and Nancy Reifschneider – Grant**

Motion to Approve 9-a-3

J. Cores – made

C.R. Vernier - seconded

M/C - RC - Unanimous

4. Res. # 2713-22-RZ – Smithton Township – Request for a Special Use Permit to Allow a 2-Megawatt Solar Farm Energy System at 2626 South Illinois Street and Mulligan Lane– Belleville, Applicant, SV CSG Reifschneider – Owners, Robert Reifschneider, Jennifer Reifschneider Lafontaine, Aaron Reifschneider, Ryan Reifschneider, Karen Jackson, Jean Lensch Family, and Julie Reifschneider – Grant

Motion to Approve 9-a-4

B. Trentman – made

J. Coers - seconded

M/C - RC - Unanimous

5. Res. # 2714-22-RZ – Smithton Township – Request for a Special Use Permit to Allow a 2-Megawatt Solar Farm Energy System at 2626 South Illinois Street and South Illinois Street– Belleville, Applicant, SV CSG Reifschneider – Owners, Robert Reifschneider, Jennifer Reifschneider Lafontaine, Aaron Reifschneider, Ryan Reifschneider, Karen Jackson, Jean Lensch Family, Julie Reifschneider and James Reifschneider Declaration of Trust– Grant

Motion to Approve 9-a-5

R. Meile – made

B. Trentman - seconded

M/C - RC - Unanimous

b. Finance Committee:

1. Ord. #22-1266 - Amending Chapter 1 of the Revised Code of Ordinances - County Officials Salaries

Motion to Approve 9-b-1

J. Moll – made

D. Langford – seconded

Roll call vote with 22 ayes and 4 nays with E. Cockrell, K. Dawson, A. Bittle and R. Casey voting nay.

2. Res. # 2715-22-R- Establishing the Sheriff's Salary

Motion to Approve 9-b-2

R. Meile – made

S. Tieman - seconded

M/C - RC - Unanimous

3. Approval of the Law Enforcement Agreement Between Bi-State Development Agency and the St. Clair County Sheriff's Department

Motion to Approve 9-b-3

R. Meile – made

K. Sharkey - seconded

M/C - RC - Unanimous

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

Motion to Postpone 9-b-4

CJ Baricevic – made

J. Dinges - seconded

M/C - RC - Unanimous

5. **Approval of an Agreement Between the St. Clair County Sheriff's Department and the Teamsters, Automotive, Petroleum and Allied Trades Local #50 – Patrol Officer Unit**

Motion to Approve 9-b-5

J. Moll – made

CJ Baricevic - seconded

M/C - RC - Unanimous

6. **Approval of an Agreement Between the St. Clair County Sheriff's Department and the Teamsters, Automotive, Petroleum and Allied Trades Local #50 – Correctional Officer Unit**

Motion to Approve 9-b-6

S. Gruberman – made

B. Trentman - seconded

M/C - RC - Unanimous

7. **Salary Claims**

Motion to Approve 9-b-7

CJ Baricevic – made

K. Dawson - seconded

M/C - RC - Unanimous

8. **Expense Claims – Claims Subcommittee**

Motion to Approve 9-b-8

S. Gomric – made

S. Gruberman – seconded

M/C - RC - Unanimous

c. **Judiciary Committee:**

1. **Review of Executive Session Minutes**

Motion to approve in accordance with the Illinois Open Meetings Act that Executive Session minutes of June 28, 2021, August 30, 2021 and January 31, 2022 be made available for public inspection and that the minutes of today's meeting reflect that the minutes or portions thereof no longer require confidential treatment.

Motion to Approve 9-c-1

S. Tieman - made

CJ Baricevic - seconded

M/C - RC - Unanimous

d. Transportation Committee:

- 1. Res. #2716-22-RT – Granting Permission and Authority to Spectrum Mid-America to Install an Aerial Communication Line Along the West Side of Frank Scott Parkway West, Starting Approximately 90 Feet North of Hickory Bend to the Intersection of Gateway Industrial Drive**

Motion to Approve 9-d-1

C.R. Vernier – made

K. Sharkey – seconded

M/C – RC – Unanimous

- 2. Res. 2717-22-RT – Approval of an Agreement with Thouvenot, Wade and Moerchen, Inc. to Prepare the Bridge Conditions Report for the Improvement of the Bridge Which Carries Old Collinsville Road over Richland Creek in the Amount of \$21,320**

Motion to Approve 9-d-2

B. Trentman – made

S. Gruberman – seconded

M/C – RC – Unanimous

- 3. Res. #2718-22-RT – Awarding a Contract to the Low Bidder DMS Contracting, Inc. in the Amount of \$1,113,681 to Furnish and Apply Chip and Seal**

Motion to Approve 9-d-3

R. Meile – made

C.R. Vernier – seconded

Roll Call Vote: Motion passed with K. Dawson abstaining.

- 4. Res. #2719-22-RT – Awarding a Contract to the Low Bidder Kilian Corporation in the Amount of \$485,963.50 for Repairs to the Bridges Which Carry Curtiss -Steinberg Road Over the Union Pacific and the Alton Southern Railroad**

Motion to Approve 9-d-4

C.R. Vernier – made

R. Wilhelm – seconded

M/C – RC – Unanimous

- 5. Res. #2720-22-RT – Authorization to Purchase a 2021 Mack Single Axle Dump Truck in the Amount of \$118,000 and an Additional \$2,000 for Associated Items to be Paid From the Equipment Trust Fund**

Motion to Approve 9-d-5

CR Vernier – made

R. Meile – seconded

M/C – RC – Unanimous

- e. **Trustee Committee**
1. **Res. #2721-22-R – Delinquent Taxes**
- Motion to Approve 9-e-1**
L. Mosley - made
H. Hollingsworth - seconded **M/C - RC - Unanimous**
2. **Approval of Extensions**
- Motion to Approve 9-e-2**
S. Gruberman - made
L. Mosley - seconded **M/C - RC - Unanimous**
10. **Grants Payroll and Expenses**
- Motion to Receive and File**
S. Reeb - made
S. Gruberman - seconded **M/C - RC - Unanimous**
11. **County Health Department Report**
- Motion to Receive and File**
M. Smallheer - made
J. Moll - seconded **M/C - RC - Unanimous**
12. **Department of Revenue Report**
- Motion to Receive and File**
S. Gomric– made
S. Gruberman – seconded **M/C - RC - Unanimous**
13. **Comments by the Chairman**
Executive Session – Pending Litigation / Workers Compensation / Personnel
- Motion to go into executive session at 7:55 p.m.**
E. Cockrell – made
J. Dinges – seconded **M/C - RC - Unanimous**
- Motion to return to regular session at 8:05 p.m.**
J. Dinges – made
CJ Baricevic – seconded **M/C - RC - Unanimous**
- Motion to approve a settlement between Tiandra Higgins through her counsel, Derek Siegel, in the matter of Tiandra Higgins vs. Sheriff Richard Watson, Superintendent Tammy Grime, Ashley Burns, Charles Germain, Steven Herndon, Michael Lanzante and Eric Walter, United States District Court, Southern District of Illinois, Case 20-cv-456-RJD for an amount of \$55,000 total.**
- M. Crawford – made**
CJ Baricevic – second **M/C - RC - Unanimous**

Motion to approve a settlement of the workers' compensation claim filed by Thomas Mesey for a date of injury of July 4, 2021 causing permanent disability to the employee's left ring finger, left middle finger and left hand to the extent of 20% permanent partial disability to Petitioner's left hand with a payment of \$38,421.51.

**M. Crawford – made
J Coers – seconded**

M/C - RC - Unanimous

Motion to approve the settlement of the workers' compensation claim filed by Mark Seibert for a date of injury of October 19, 2017, and January 30, 2019 causing permanent disability to the employee's low back, left leg and hip and body as a whole allegedly causing Petitioner to be unemployable in the open labor market, resulting in a monetary payment of \$265,000 plus providing for future medical care for any of the related medical condition for which he was treated as a result of his accidents. The Committee also authorizes counsel to present said settlement to an Arbitrator of the Illinois Workers' Compensation Commission for judicial approval as discussed in Executive Session. After approval of said settlement by an Arbitrator of the Illinois Workers' Compensation Commission, the Committee hereby authorizes payment of the settlement of the employee through his attorney.

**M. Crawford – made
H. Hollingsworth – seconded**

M/C - RC - Unanimous

13. Any other Pertinent Business

The Chairman asked everyone to get the word out about the NASCAR race that is happening this weekend in St. Clair County.

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
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HARRY HOLLINGSWORTH

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SCOTT GREENWALD

District 29
RICK CASEY

COUNTY BOARD MEETING – May 31, 2022

7:30 p.m.

1. Invocation
2. Pledge of Allegiance
3. Call to Order
4. Roll Call
5. Public Participation
6. Approval of the Minutes of April 25, 2022 Meeting
7. Reports & Communications from the Chairman
 - a. Proclamation – World Wide Technology Raceway
 - b. Approval of Amended County Board Meeting Schedule
 - c. Reappointment – Member, Mascoutah Surface Water Protection District – Daniel Krausz
 - d. Reappointment – Members, Prairie DuPont Water District – Wade Bivens and James Barton
 - e. Reappointment – Member, Tri-Township Water District – Penny Zimmerman
 - f. Appointment – Member, Prairie DuPont Water District – John Parke to Complete the Unexpired Term of Charles Smitt Due to His Resignation
8. Miscellaneous Reports
9. Committee Reports
 - a. Environment Committee:
 1. Report
 2. Res. # 2711-22-RZ – Smithton Township – Request for a Special Use Permit to Allow a 1-Megawatt Solar Farm Energy System at 2757 South Illinois Street – Belleville, Applicant, SV CSG Reifschneider – Owners, Robert and Nancy Reifschneider - Grant
 3. Res. # 2712-22-RZ – Smithton Township – Request for a Special Use Permit to Allow a 2-Megawatt Solar Farm Energy System at 2757 South Illinois Street and Mulligan Lane– Belleville, Applicant, SV CSG Reifschneider – Owners, Robert and Nancy Reifschneider – Grant

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 5. **Res. # 2714-22-RZ – Smithton Township – Request for a Special Use Permit to Allow a 2-Megawatt Solar Farm Energy System at 2626 South Illinois Street and South Illinois Street– Belleville, Applicant, SV CSG Reifschneider – Owners, Robert Reifschneider, Jennifer Reifschneider Lafontaine, Aaron Reifschneider, Ryan Reifschneider, Karen Jackson, Jean Lensch Family, Julie Reifschneider and James Reifschneider Declaration of Trust– Grant**
- b. **Finance Committee:**
1. **Ord. #22-1266 - Amending Chapter 1 of the Revised Code of Ordinances - County Officials Salaries**
 2. **Res. # 2715-22-R- Establishing the Sheriff's Salary**
 3. **Approval of the Law Enforcement Agreement Between Bi-State Development Agency and the St. Clair County Sheriff's Department**
 4. **Ord. #22-1267 – Approval for Extension of Ord. #16-1148 – Spectrum of America Locally Known as Charter Communications Franchise**
 5. **Approval of an Agreement Between the St. Clair County Sheriff's Department and the Teamsters, Automotive, Petroleum and Allied Trades Local #50 - Patrol Officer Unit**
 6. **Approval of an Agreement Between the St. Clair County Sheriff's Department and the Teamsters, Automotive, Petroleum and Allied Trades Local #50 – Correctional Officer Unit**
 7. **Salary Claims**
 8. **Expense Claims – Claims Subcommittee**
- c. **Judiciary Committee:**
1. **Review of Executive Session Minutes**

d. Transportation Committee:

- 1. Res. #2716-22-RT – Granting Permission and Authority to Spectrum Mid-America to Install an Aerial Communication Line Along the West Side of Frank Scott Parkway West, Starting Approximately 90 Feet North of Hickory Bend to the Intersection of Gateway Industrial Drive**
- 2. Res. 2717-22-RT – Approval of an Agreement with Thouvenot, Wade and Moerchen, Inc. to Prepare the Bridge Conditions Report for the Improvement of the Bridge Which Carries Old Collinsville Road over Richland Creek in the Amount of \$21,320**
- 3. Res. #2718-22-RT – Awarding a Contract to the Low Bidder DMS Contracting, Inc. in the Amount of \$1,113,681 to Furnish and Apply Chip and Seal**
- 4. Res. #2719-22-RT – Awarding a Contract to the Low Bidder Kilian Corporation in the Amount of \$485,963.50 for Repairs to the Bridges Which Carry Curtiss -Steinberg Road Over the Union Pacific and the Alton Southern Railroad**
- 5. Res. #2720-22-RT – Authorization to Purchase a 2021 Mack Single Axle Dump Truck in the Amount of \$118,000 and an Additional \$2,000 for Associated Items to be Paid From the Equipment Trust Fund**

e. Trustee Committee:

- 1. Res. #2721-22-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**

May 31, 2022

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

County Board Members:

We, the Judiciary Committee, wish to report that the Minutes from the April 25, 2022 County Board meeting have been entered on record.

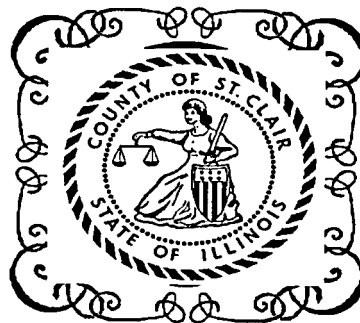
The Committee has checked the minutes and recommend they be approved by this Honorable Body.

Respectfully submitted,

JUDICIARY COMMITTEE
St. Clair County Board

County of St. Clair

County



Board

Proclamation

JUNE 5, 2022

“WWT RACEWAY DAY”

WHEREAS, on September 11, 2011, Curtis Francois took over operations of the former Gateway Motorsports Park, now known as World Wide Technology Raceway; and

WHEREAS, in 2012, the raceway officially re-opened and the National Hot Rod Association (NHRA) returned to the track for the NHRA Midwest Nationals; and

WHEREAS, in 2014, the NASCAR Camping World Truck Series returned to the track; and

WHEREAS, in 2017, INDYCAR Series racing returned to the track with the Bommarito Automotive Group 500, which has become the largest INDYCAR race outside of the Indianapolis 500; and

WHEREAS, on June 5, 2022, World Wide Technology Raceway will host its inaugural NASCAR Cup Series race, the Enjoy Illinois 300, welcoming NASCAR's legions of fans to the St. Louis Metropolitan region; and

WHEREAS, these accomplishments mean World Wide Technology Raceway is in fact the ONLY venue in America to host the elite series from each of the three major race sanctioning bodies: NASCAR, INDYCAR and NHRA; and

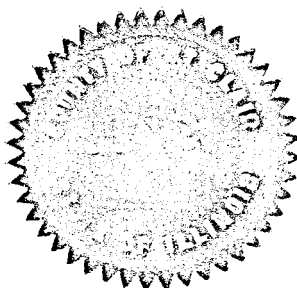
WHEREAS, due to these accomplishments, the raceway has become a vital part of southwestern Illinois, offering an economic engine, a community service anchor and a beacon of hope for future generations.

NOW THEREFORE BE IT PROCLAIMED that I, Mark A. Kern, County Board Chairman, do hereby proclaim June 5, 2022, as “WWT RACEWAY DAY” throughout St. Clair County.

In Witness Whereof, I have hereunto set my hand and caused the Seal of St. Clair County to be affixed.

*Done at the Courthouse in Belleville, Illinois
this 31st day of May in the Year of Our Lord
two thousand twenty-two*

MARK A. KERN, Chairman
St. Clair County Board





MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

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

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RICK CASEY

May 31, 2022

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

County Board Members:

2022 COUNTY BOARD MEETING DATES AMENDED

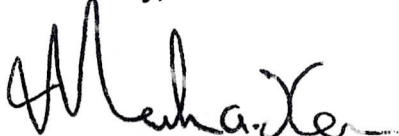
The Statutory Meetings of the St. Clair County Board of St. Clair County, Illinois, are held on the Last Monday in June and the Last Monday in September, respectfully and are called to order by the Chairman of the County Board at 7:30 p.m., St. Clair County Building, #10 Public Square, Room B-564, County Board Meeting Room:

Monday		January 31, 2022	7:30 p.m.
Monday		February 28, 2022	7:30 p.m.
Monday		March 28, 2022	7:30 p.m.
Monday		April 25, 2022	7:30 p.m.
Tuesday		May 31, 2022	7:30 p.m.
		(Note: Monday, May 30, 2022 – Memorial Day)	
Monday	*	June 27, 2022	7:30 p.m.
Monday		July 18, 2022	7:30 p.m.
Monday		August 29, 2022	7:30 p.m.
Monday	*	September 19, 2022	7:30 p.m.
Monday		October 24, 2022	7:30 p.m.
Monday		November 28, 2022	7:30 p.m.
Monday		December 19, 2022	7:30 p.m.

* STATUTORY MEETINGS

Notification will be made on any change in time, date or place of any meeting.

Sincerely,


MARK A. KERN, Chairman
St. Clair County Board



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

May 31, 2022

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

Members of the Board:

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

1. **Member, Mascoutah Surface Water Protection District:**
Reappointment of **DANIEL KRAUSZ** to complete a five (5) year term effective immediately and expiring May 3, 2027.
2. **Members, Prairie DuPont Waster District**
Reappointment of **WADE BIVENS** to complete a five (5) year term effective immediately and expiring May 2, 2027.

Reappointment of **JAMES BARTON** to complete a five (5) year term effective immediately and expiring May 2, 2027.
3. **Member, Tri-Township Water District**
Reappointment of **PENNY ZIMMERMAN** to complete a five (5) year term effective immediately and expiring May 2, 2027.
4. **Member, Prairie DuPont Water District**
Appointment of **JOHN PARKE** to complete the unexpired term of Charles Smitt, due to his resignation, effective immediately and expiring on May 6, 2024.

**MARK A. KERN, Chairman
St. Clair County Board**

MAK/dm

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

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ROBERT L. ALLEN, JR.

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CURTIS McCALL, JR.

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
RICK CASEY



John L. Gilbert
Shareholder

101 W. Vandalia Street, Suite 300
Edwardsville, IL 62025
Tel: 618.659.9526
Fax: 618.659.9862
jgilbert@sandbergphoenix.com
www.sandbergphoenix.com

May 24, 2022

VIA USPS MAIL AND E-MAIL: countyclerk@stclaircountvil.gov

Mr. Thomas Holbrook, County Clerk
St. Clair County
10 Public Square
Belleville, IL 62220

Re: Tri-Township Water District

Dear Mr. Holbrook:

I represent the Tri-Township Water District. On May 5, 2022, I corresponded with you requesting Penny Zimmerman's name be submitted to the County Board for appointment as a Trustee to the Tri-Township Water District Board of Trustees. The appointment would be for a five (5) year term effective May 2, 2022.

To date, the District has heard nothing with respect to Ms. Zimmerman's appointment and again respectfully requests that her name be submitted for appointment.

Thank you for your cooperation and attention.

Sincerely,

A handwritten signature in black ink that reads "John L. Gilbert".

John L. Gilbert

JLG:aa

Cc: Mr. Nate Janini, President of the Board of Trustee's, *via email only:* nate@mwmsinc.com

5/11/2022

Dear Prairie DuPont Public Water District Board,

Please accept this letter as formal notice of resignation from my position as Trustee on the Prairie DuPont Public Water District Board.

Sincerely,

A handwritten signature in blue ink that reads "Charles W. Smitt". The signature is written in a cursive style with a large, stylized "S" at the end.

Charles Smitt

John C. Parke
1200 Bottom Road
East Carondelet, Illinois 62240
Cell 314-412-1814

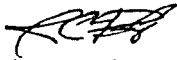
Chairman Mark Kern
St Clair County Board
10 Public Square
Belleville, Illinois 62220

I would like to be considered for the position of Board Member for the Prairie DuPont Water District.

I am an Honorably Discharged U.S. Army Veteran. I served as a Corrections Officer for the St. Clair County Sheriffs Department for three years, as a Police Officer for the Villages of Dupon and New Athens for nine years, Private Security Licensed through St. Louis County Police for 18 years. I currently serve as District Trustee President for the Prairie Du Pont Fire Protection District, with thirty five years experience as a Volunteer Firefighter.

Thank you for your consideration.

Respectfully,



John C. Parke

TO: ST. CLAIR COUNTY BOARD

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

SUBJ: Miscellaneous Reports

DATE: May 31, 2022

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

Juvenile Detention Center

The population from April 27, 2022 to May 24, 2022 consisted of 163 juveniles: 160 boys and 3 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 April 20, 2022 through May 24, 2022 are an average of 471 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

May 25, 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 April 27th, 2022 through May 24, 2022.

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

Sincerely

Lawrence Brazil
Superintendent

Population Report April 27, 2021 to May 24, 2022

	Boys	Girls	Total
04/27/22	5	1	6
04/28/22	5	0	5
04/29/22	6	0	6
04/30/22	6	0	6
05/01/22	4	0	4
05/02/22	6	0	6
05/03/22	6	0	6
05/04/22	6	0	6
05/05/22	6	0	6
05/06/22	8	0	8
05/07/22	7	0	7
05/08/22	6	0	6
05/09/22	7	0	7
05/10/22	7	0	7
05/11/22	7	0	7
05/12/22	7	0	7
05/13/22	5	0	5
05/14/22	5	0	5
05/15/22	5	0	5
05/16/22	5	0	5
05/17/22	5	0	5
05/18/22	5	0	5
05/19/22	5	1	6
05/20/22	5	0	5
05/21/22	5	0	5
05/22/22	5	0	5
05/23/22	5	1	6
05/24/22	6	0	6

Total	160	3
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Grand Total		163
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Daily Peak Population Report

For Period Beginning on April 20, 2022 Through May 24, 2022 - Current Capacity: 418

Date	Population	Over/Under	Status
Wednesday, April 20, 2022	470	-52	Over Capacity
Thursday, April 21, 2022	482	-64	Over Capacity
Friday, April 22, 2022	472	-54	Over Capacity
Saturday, April 23, 2022	466	-48	Over Capacity
Sunday, April 24, 2022	473	-55	Over Capacity
Monday, April 25, 2022	478	-60	Over Capacity
Tuesday, April 26, 2022	475	-57	Over Capacity
Wednesday, April 27, 2022	477	-59	Over Capacity
Thursday, April 28, 2022	471	-53	Over Capacity
Friday, April 29, 2022	460	-42	Over Capacity
Saturday, April 30, 2022	461	-43	Over Capacity
Sunday, May 1, 2022	466	-48	Over Capacity
Monday, May 2, 2022	470	-52	Over Capacity
Tuesday, May 3, 2022	469	-51	Over Capacity
Wednesday, May 4, 2022	473	-55	Over Capacity
Thursday, May 5, 2022	476	-58	Over Capacity
Friday, May 6, 2022	469	-51	Over Capacity
Saturday, May 7, 2022	473	-55	Over Capacity
Sunday, May 8, 2022	477	-59	Over Capacity
Monday, May 9, 2022	477	-59	Over Capacity
Tuesday, May 10, 2022	482	-64	Over Capacity
* Wednesday, May 11, 2022	488	-70	Over Capacity
Thursday, May 12, 2022	479	-61	Over Capacity
Friday, May 13, 2022	477	-59	Over Capacity
* Saturday, May 14, 2022	452	-34	Over Capacity
Sunday, May 15, 2022	458	-40	Over Capacity
Monday, May 16, 2022	462	-44	Over Capacity
Tuesday, May 17, 2022	462	-44	Over Capacity
Wednesday, May 18, 2022	460	-42	Over Capacity
Thursday, May 19, 2022	476	-58	Over Capacity
Friday, May 20, 2022	480	-62	Over Capacity
Saturday, May 21, 2022	461	-43	Over Capacity
Sunday, May 22, 2022	467	-49	Over Capacity
Monday, May 23, 2022	471	-53	Over Capacity
Tuesday, May 24, 2022	479	-61	Over Capacity

Average Daily Population: 471

Days In Reporting Period: 35

* - Designates Min and Max Dates

... End of Report ...



APRIL, 2022 - FEE REPORT

Payment Date Range 04/01/22 - 04/30/22
Summary Listing

Payment Code

Payment Category Zoning - Zoning & Mapping

ZB100 - AZC-APP Zoning Compliance Permit
ZB100-4 - Plan Review Commercial
ZB101 - Commercial & Industrial Permit
ZB102 - Demolition permit
ZB103-1 - Electrical Permit 1 Insp
ZB103-2 - Electrical Permit 2 Insp
ZB104 - Garage/Pole Barn Permit
ZB105-1 - Deck Permit
ZB105-2 - Carport Permit
ZB106-1 - Modular/Manuf Home Permit
ZB108 - Reinspection fee - new constr
ZB109-1 - B/P Renewal
ZB110-1 - Res Additions Permit <\$50,000
ZB111-1 - Res Remodel Permit < \$10,000
ZB111-2 - Res Remodel Permit > \$50,000
ZB111-3 - Res Rem Permit \$10,000 - \$50,000
ZB112-1 - Sign Permit <100 sq ft
ZB113-1 - Single Fam Res Permit <2500 sqft
ZB114 - Stormwater Erosion Permit
ZB115-1 - Swimming Pool Permit-In Ground
ZB115-2 - Swimming Pool Permit-Above Gnd
ZB118 - Solar Energy System Fee \$10-\$50K
ZB119 - Solar Energy System Fee >\$50,000
ZC0102 - OCC Village of Millstadt
ZH100 - ABV-Area/bulk Variance
ZH102 - Special Use Permit
ZM102 - Mobile Home Inspection
Z-MB Inv - Misc Billing by Invoice
ZO100 - OCC Multi-Family
ZO101 - OCC Single Family
ZO102 - OCC Manuf/Mobile Home Insp
ZO103 - Reinspection Fee-Occupancy
ZO104 - Certification of Occupancy-Mod
ZO105 - Certification of Occupancy-Mod
ZO106 - OCC Duplex/Condo Inspection

Default Bank Account

Number of Transactions

Total Amount Collected

BOE-Investment Pool	37	1,110.00
BOE-Investment Pool	2	200.00
BOE-Investment Pool	2	1,046.83
BOE-Investment Pool	2	200.00
BOE-Investment Pool	12	900.00
BOE-Investment Pool	2	200.00
BOE-Investment Pool	9	1,575.00
BOE-Investment Pool	2	250.00
BOE-Investment Pool	2	250.00
BOE-Investment Pool	1	150.00
BOE-Investment Pool	1	375.00
BOE-Investment Pool	5	115.00
BOE-Investment Pool	1	200.00
BOE-Investment Pool	1	220.00
BOE-Investment Pool	1	300.00
BOE-Investment Pool	4	1,000.00
BOE-Investment Pool	1	75.00
BOE-Investment Pool	1	500.00
BOE-Investment Pool	3	238.00
BOE-Investment Pool	2	400.00
BOE-Investment Pool	1	125.00
BOE-Investment Pool	5	1,250.00
BOE-Investment Pool	3	900.00
BOE-Investment Pool	3	325.00
BOE-Investment Pool	1	300.00
BOE-Investment Pool	2	1,000.00
BOE-Investment Pool	2	200.00
BOE-Investment Pool	24	11,778.00
BOE-Investment Pool	20	3,225.00
BOE-Investment Pool	46	5,750.00
BOE-Investment Pool	10	1,000.00
BOE-Investment Pool	9	450.00
BOE-Investment Pool	77	2,695.00
BOE-Investment Pool	3	75.00
BOE-Investment Pool	10	1,000.00
Payment Category Zoning - Zoning & Mapping Totals	307	\$39,377.83
Grand Totals	307	\$39,377.83

ENVIRONMENT COMMITTEE MEETING

April 19, 2022

The regular meeting of the Environment Committee of the St. Clair County Board was called to order on Tuesday, April 19, 2022, AT 3:00 P.M. by Richie Meile, Chairman.

Members present: Richie Meile, Ken Easterley, John Coers, Rick Casey, Matt Smallheer, CJ Baricevic & Marty Crawford.

Member excused: None

Staff in attendance: Karrey Crowe, Zoning and Sharon Valentine, Health Department.

Members recited the Pledge of Allegiance.

MOTION by Easterley, second by Crawford to approve Minutes from March 22, 2022. Motion Carried

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

MOTION by Casey, second by Easterley to approve Zoning Board Summary for Case 2022-02-ZA. Motion carried.

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

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

MOTION by Casey, second by Smallheer to approve Expense Claims for March, 2022. Motion carried.

HEALTH DEPARTMENT REPORT – SHARON VALENTINE

Ms. Valentine announced all St. Clair County food fees have been paid for the year.

Ms. Valentine stated the Health Department is back to normal operations since the pandemic.

ZONING DIRECTOR REPORT – KARREY CROWE

Ms. Crowe stated the Building & Zoning Department is working diligently with Central Square technicians on implementing the new computer system.

CLEAN SWEEP PROGRAM

No Report

BEN HENNING – STATES ATTORNEY'S OFFICE

No Report

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

RESOLUTION NO. 2711-22-RZ

A RESOLUTION GRANTING A REQUEST FOR A SPECIAL USE PERMIT BY ROBERT & NANCY REIFSCHNEIDER, JAMES REIFSCHNEIDER DECLARATION OF TRUST DATED JUNE 6, 2008, OWNERS AND SV CSG REIFSCHNEIDER I A, LLC, APPLICANTS, FOR PROPERTY LOCATED AT 2757 S ILLINOIS STREET, BELLEVILLE, ILLINOIS, IN SMITHTON TOWNSHIP. (CASE #2022-03-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 6:00 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 1 MW Solar Farm Energy System on approximately 8-acres in an "A" Agricultural Industry Zone District due to the following:

- 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 adjacent and near to only three residences. The closest residence is approximately 280 ft. away.**
- 2. The Applicant is requesting a special use permit to construct and operate a 1-MW Solar Farm Energy System on approximately a 7.07-acre footprint, which 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. An access road to the project will come from Illinois Route 159 and will be located along the southern property line of the subject parcel.
7. 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.
8. 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 IL Route 159 can sufficiently handle the temporary increase. Appropriate sediment and erosion control will be used during construction.
9. Sound from the facility once completed will be minimal and within the limits as provided by the St. Clair County Code.
10. The perimeter of the project site will be fenced with a 7-foot chain link fence with 1-foot of barbed wire on top of it.
11. Adjacent and along the western and southern property lines of the Morton residence (PPN: 13-04.0-400-010) and southern property line of the Franke residence (PPN: 13-04.0-400-013) the Applicant shall plant and maintain a vegetative screening of Emerald Green trees, Arborvitae, or similar planting as per the site plan submitted. Also, the Applicant will plant and maintain a vegetative screening of Emerald Green trees, Arborvitae, or similar planting along the western property of the Chouinard property (PPN: 13-04.0-400-035) as per the site plan submitted.
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 160 (per 2018-06-SP), which is a low value for agricultural retention.
14. This project is consistent with the County's Comprehensive Plan, as the land along IL State Route 159 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 150 homes annually.

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 with certain plantings along the residences at the north-east corner and south-east corner of the property, 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 the Highway 159 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 consist of vehicles visiting the site for periodic maintenance and inspection.
- (5) The adjacent uses are agricultural with only three residences that border on the property in question. Thus, the proposed Special Use, as limited by the conditions and restrictions below, is compatible with adjacent uses and uses in the general vicinity.
- (6) **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 shall be planted on the north-east corner of the property along the west and south property lines of the Morton residence (PPN: 13-04.0-400-010) and the southern property line of the Franke residence (PPN: 13-04.0-400-013), which shall consist of Emerald Green trees, Arborvitae, or similar planting, as per the site plans submitted, and the Applicant shall plant additional vegetative screening (Emerald Green trees, Arborvitae, or similar planting) along the western property line of the Chouinard residence (PPN: 13-04.0-400-035). 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. 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.

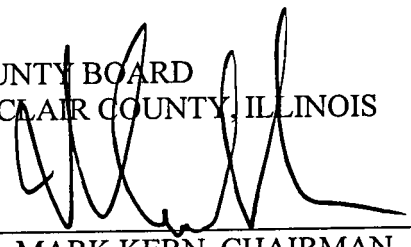
- (f) During excavation, site prep, or disturbance of soil onsite, any topsoil shall be preserved and returned to its prior condition. Erosion control shall be used, and appropriate storm water management shall be undertaken, if deemed necessary by the appropriate governmental agency/office.
- (g) All vegetation, shrubbery or other planting shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) Along Mulligan Lane from the north-west corner of this subject property to the north-east corner of the subject property that touches the Morton western property line the Applicant shall leave enough room to allow for planting of typical seasonal row crops to create a vegetative buffer adjacent to Mulligan Lane. At least 25-feet wide of row crops shall be planted continuously along this line annually.
- (i) 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 31st day of May, 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 # 2022-03-SP

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

Owner: Robert & Nancy Reifschneider, James Reifschneider Declaration of Trust dated 06/06/08, 2728 South Illinois Street, Belleville, IL

Application Filed: March 31, 2022 **Publication Date:** April 24, 2022 **Hearing Dates:** 05/10/22 @ 6:00 p.m.

Request: A Special Use Permit to allow a 1-megawatt Solar Farm Energy System on approximately 8 acres in an Agricultural Industry Zone District, on property commonly known as 2757 S. Illinois Street, Belleville, Smithton Township, St. Clair County, Illinois (PPN: 13-04.0-402-002).

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

County Board Members Present at Hearing: 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 2018-06-SP. However, the current Applicant desires to revise the previously granted Special Use Permit.*

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

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--Robert 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 size for the project in question is 36.77 acres, however, the footprint of the project will only utilize approximately 7.07 acres. The reason for the new application is that the electrical capacity and size of the development has changed—this will now be a 1-megawatt ("MW") system vs. the 2-MW previously approved, and the acreage taken up by the project has been reduced to 7.07 acres (previous project was a 32-acre footprint (approx. 8 acres per MW)).

Benefits of this particular project include a \$6,000 increase in new tax revenue with little impact on County services, and the facility will generate enough power to supply 150 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, and landscape screening will be installed as required by the previous special use permit.

Mr. Fulton went over the site plan and other than the electrical capacity and size of this solar facility the Applicant agrees to adhere to all requirements and conditions placed upon the previous applicant (IPS) by special use permit 2018-06-SP. He further explained there will be one equipment pad for the one inverter, there will be proper signage as required, the facility will be fenced with barbed wire, and certain trees (i.e., Evergreens) will be planted near the property lines of adjacent residential neighbors. All required setbacks will be met. A roadway will be constructed along the south side of the parcel 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, which he anticipated to start in the summer of 2023, if approved. They would have 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 2,000 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.

Tom Montgomery, brother-in-law of David Chouinard, provided objections on behalf of Mr. Chouinard regarding the new access road, that the planned trees would not adequately screen the facility until they reached an adequate height, he questioned how property values would be impacted, aesthetics of the facility, overall proximity to residences and drainage. Mr. Fulton responded that the runoff coefficient for surface water improves, i.e., less runoff, as compared to traditional row crops, as the site will be planted and kept in ground cover which helps absorb and slow surface water. As to property values, Mr. Fulton stated that the industry has commissioned studies regarding the effect on property values and the studies have shown there is no impact on property values. The Zoning Board of Appeals is aware of such studies from previous zoning hearings regarding solar farm energy systems.

Rick Morton of 2534 Mulligan Lane and on behalf of the Walter Beatty (relative) objected to the application/facility, as he did not want the facility located near him. He doesn't care for it. He is also concerned that the facility could be sold to Ameren in the future.

Tim Duncan, represented that he was appearing for his mother who lives off of Mulligan Lane (north side), and he is against the proposal and wants it moved east of Illinois 159/South Illinois.

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 adjacent and near to only three residences. The closest residence is approximately 280 ft. away.
2. The Applicant is requesting a special use permit to construct and operate a 1-MW Solar Farm Energy System on approximately a 7.07-acre footprint, which 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. An access road to the project will come from Illinois Route 159 and will be located along the southern property line of the subject parcel.
7. 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.
8. 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 IL Route 159 can sufficiently handle the temporary increase. Appropriate sediment and erosion control will be used during construction.
9. Sound from the facility once completed will be minimal and within the limits as provided by the St. Clair County Code.
10. The perimeter of the project site will be fenced with a 7-foot chain link fence with 1-foot of barbed wire on top of it.
11. Adjacent and along the western and southern property lines of the Morton residence (PPN: 13-04.0-400-010) and southern property line of the Franke residence (PPN: 13-04.0-400-013) the Applicant shall plant and maintain a vegetative screening of Emerald Green trees, Arborvitae, or similar planting as per the site plan submitted. Also, the Applicant will plant and maintain a vegetative screening of Emerald Green trees, Arborvitae, or similar planting along the western property of the Chouinard property (PPN: 13-04.0-400-035) as per the site plan submitted.
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 160 (per 2018-06-SP), which is a low value for agricultural retention.
14. This project is consistent with the County's Comprehensive Plan, as the land along IL State Route 159 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 150 homes annually.

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 with certain plantings along the residences at the north-east corner and south-east corner of the property, 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 the Highway 159 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

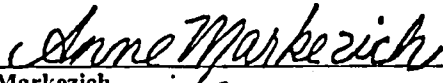
Board has previously considered general studies from other solar farm energy system applicants regarding the impact of such facilities, or lack thereof, on the surrounding property values.

- (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 consist 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 only three residences that border on the property in question. 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 shall be planted on the north-east corner of the property along the west and south property lines of the Morton residence (PPN: 13-04.0-400-010) and the southern property line of the Franke residence (PPN: 13-04.0-400-013), which shall consist of Emerald Green trees, Arborvitae, or similar planting, as per the site plans submitted, and the Applicant shall plant additional vegetative screening (Emerald Green trees, Arborvitae, or similar planting) along the western property line of the Chouinard residence (PPN: 13-04.0-400-035). 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. 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 planting shall be well-maintained and kept free of noxious weeds and invasive plants.

- (h) Along Mulligan Lane from the north-west corner of this subject property to the north-east corner of the subject property that touches the Morton western property line the Applicant shall leave enough room to allow for planting of typical seasonal row crops to create a vegetative buffer adjacent to Mulligan Lane. At least 25-feet wide of row crops shall be planted continuously along this line annually.
- (i) 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 May 10, 2022, a motion was made by M. Deitz to *GRANT* the request, with the above conditions and restrictions. The motion was seconded by S. Howell. The members of the Board voted as follows: S. Penny-Yes, A. Edwards-Yes, G. Meister-Yes, S. Howell-Yes, M. Deitz-Yes, and S. Lindauer-Abstain. The motion carried 5 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

May 13, 2022
Date

Res. #2711-22-RZ

RESOLUTION NO. 2712-22-RZ

A RESOLUTION GRANTING A REQUEST FOR A SPECIAL USE PERMIT BY ROBERT & NANCY REIFSCHNEIDER, JAMES REIFSCHNEIDER DECLARATION OF TRUST DATED JUNE 6, 2008, OWNERS AND SV CSG REIFSCHNEIDER I B, LLC, APPLICANTS, FOR PROPERTY LOCATED AT 2757 S ILLINOIS STREET & XXXX MULLIGAN LANE, BELLEVILLE, ILLINOIS, IN SMITHTON TOWNSHIP. (CASE #2022-04-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 6:15 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:

- (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, certain vegetative plantings installed along the residences at the north-east corner and south-east corner of the property as per 2022-03-SP, 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 the Highway 159 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) 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 consist of vehicles visiting the site for periodic maintenance and inspection.
- (5) The adjacent uses are agricultural with only three residences that border on the property in question. Thus, the proposed Special Use, as limited by the conditions and restrictions below, is compatible with adjacent uses and uses in the general vicinity.
- (6) 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 and as required in matter 2022-03-SP, along the relevant property lines of the following properties: Morton (PPN: 13-04.0-400-010); Franke (PPN: 13-04.0-400-013) and Chouinard (PPN: 13-04.0-400-035). 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. 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 planting shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) Along Mulligan Lane from the north-west corner of parcel PPN: 13-04.0-400-002 to the north-east corner of the property that touches the Morton western property line (PPN: 13-04.0-400-010) the Applicant shall leave enough room to allow for planting of typical seasonal row crops to create a vegetative buffer adjacent to Mulligan Lane. At least 25-foot wide of row crops shall be planted continuously along this line annually.
- (i) 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.

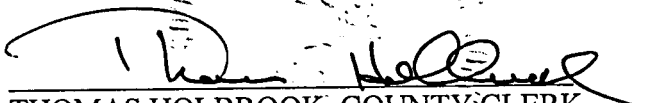
ADOPTED, this 31st day of May 31, 2022.

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 # 2022-04-SP

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

Owner: Robert & Nancy Reifschneider, James Reifschneider Declaration of Trust dated 06/06/08, 2728 South Illinois Street, Belleville, IL

Application Filed: March 31, 2022

Publication Date: April 22, 2022

Hearing Dates: 05/10/22 @ 6:15 p.m.

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 2757 S. Illinois Street, Belleville, and XXXX Mulligan Lane Belleville, Smithton Township, St. Clair County, Illinois (PPN: 13-04.0-402-002 & 13-04.0-400-002).

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

County Board Members Present at Hearing: 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 2018-06-SP. However, the current Applicant desires to revise the previously granted Special Use Permit.*

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

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--Robert 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 size for the project in question is a total of 43.91 acres (36.77 acres & 7.14 acres), however, the footprint of the project will only utilize approximately 13.4 acres. The reason for the new application is that the size of the development has changed—a reduction of approximately 2.6 acres versus the previous proposed project (previous project was a 16-acre footprint (2 MW per 8 acres), new project is 13.4 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, and landscape screening will be installed as required by the previous special use permit.

Mr. Fulton went over the site plan and other than the size of this solar facility the Applicant agrees to adhere to all requirements and conditions placed upon the previous applicant (IPS) by special use permit 2018-06-SP. He further explained there will be one equipment pad for the one inverter, there will be proper signage as required, the facility will be fenced with barbed wire, and certain trees (i.e., Evergreens) will be planted near the property lines of adjacent residential neighbors (see 2022-03-SP). All required setbacks will be met. A roadway will be constructed along the south side of parcel 13-04.0-402-002 to access this facility and this same accessway will be utilized to connect the facility to Ameren's electrical grid. The same access road for the solar facility proposed in case 2022-03-SP will be utilized but extended further to the west to provide access to this separate Solar Farm Energy System. 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, which he anticipated to start in the summer of 2023, if approved. They would have 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.

No persons from the public were present to testify for or against this 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 adjacent and near to only three residences. The closest residence is approximately 456 ft. away.
2. The Applicant is requesting a special use permit to construct and operate a 2-MW Solar Farm Energy System on approximately a 13.4-acre footprint, which will encompass part of PPN: 13-04.0-402-002, and almost the entire parcel PPN: 13-04.0-400-002. 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. An access road to the project will come from Illinois Route 159 and will be located along the southern property line of the subject parcel.
7. 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.

8. 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 IL Route 159 can sufficiently handle the temporary increase. Appropriate sediment and erosion control will be used during construction.
9. Sound from the facility once completed will be minimal and within the limits as provided by the St. Clair County Code.
10. The perimeter of the project site will be fenced with a 7-foot chain link fence with 1-foot of barbed wire on top of it.
11. Vegetative screening (Emerald Green trees, Arborvitae, or similar planting) shall be installed as per the site plan submitted and as required in matter 2022-03-SP, along the relevant property lines of the following properties: Morton (PPN: 13-04.0-400-010); Franke (PPN: 13-04.0-400-013) and Chouinard (PPN: 13-04.0-400-035).
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 160 (per 2018-06-SP), which is a low value for agricultural retention.
14. This project is consistent with the County's Comprehensive Plan, as the land along IL State Route 159 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.

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, certain vegetative plantings installed along the residences at the north-east corner and south-east corner of the property as per 2022-03-SP, 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 the Highway 159 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 consist 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 only three residences that border on the property in question. 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 and as required in matter 2022-03-SP, along the relevant property lines of the following properties: Morton (PPN: 13-04.0-400-010); Franke (PPN: 13-04.0-400-013) and Chouinard (PPN: 13-04.0-400-035). 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. 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 planting shall be well-maintained and kept free of noxious weeds and invasive plants.
 - (h) Along Mulligan Lane from the north-west corner of parcel PPN: 13-04.0-400-002 to the north-east corner of the property that touches the Morton western property line (PPN: 13-04.0-400-010) the Applicant shall leave enough room to allow for planting of typical seasonal row crops to create a vegetative buffer adjacent to Mulligan Lane. At least 25-feet wide of row crops shall be planted continuously along this line annually.
 - (i) 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 May 10, 2022, a motion was made by M. Deitz to GRANT the request, with the above conditions and restrictions. The motion was seconded by S. Howell. The members of the Board voted as follows: S. Penny-Yes, A. Edwards-Yes, G. Meister-Yes, S. Howell-Yes, M. Deitz-Yes, and S. Lindauer-Abstain. The motion carried 5 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

May 13, 2022 Res. 2712-22-RZ
Date

RESOLUTION NO. 2713-22-RZ

A RESOLUTION GRANTING A REQUEST FOR A SPECIAL USE PERMIT BY ROBERT L. REIFSCHNEIDER, JENNIFER REIFSCHNEIDER LAFONTAINE, AARON J. REIFSCHNEIDER, RYAN J. REIFSCHNEIDER TR, KAREN J. JACKSON TR, JEAN G. LENSCH FAMILY TR & JULIE REIFSCHNEIDER, OWNERS AND SV CSG REIFSCHNEIDER II A, LLC, APPLICANTS, FOR PROPERTY LOCATED AT 2626 S ILLINOIS STREET, BELLEVILLE, ILLINOIS, IN SMITHTON TOWNSHIP. (CASE #2022-05-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 6:30 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:

- (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 are currently existing natural tree line buffers between the facility and the closest residence, 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 the Highway 159 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 consist of vehicles visiting the site for periodic maintenance and inspection.
- (5) The adjacent uses are agricultural with one nearby residence that borders on the property in question, which separated by natural tree line buffers. Thus, the proposed Special Use, as limited by the conditions and restrictions below, is compatible with adjacent uses and uses in the general vicinity.
- (6) 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) Natural tree line buffers that are on the subject parcel shall remain to the extent possible to provide a buffer between the solar facility and residence located on PPN: 13-03.0-300-003.
 - (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.

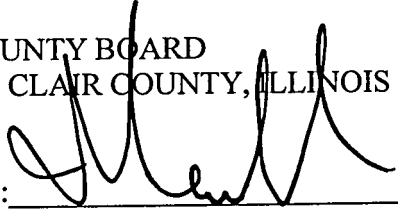
- (e) No overweight or oversized loads shall be delivered to the site, and the Applicant shall apply to the appropriate highway, road district or other authority regarding any necessary road permits.
- (f) During excavation, site prep, or disturbance of soil onsite, any topsoil shall be preserved and 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 planting shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) That ground not utilized by the solar facility shall continued to be farmed (typical row crops) to the extent feasible.
- (i) 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 31st day of May, 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 # 2022-05-SP

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

Owner: Robert L. Reifschneider, Jennifer Reifschneider Lafontaine, Aaron J. Reifschneider, Ryan J. Reifschneider TR, Karen J. Jackson TR, Jean G. Lensch Family TR & Julie Reifschneider, 2728 South Illinois Street, Belleville, IL

Application Filed: March 31, 2022

Publication Date: April 24, 2022

Hearing Date: 05/10/22 @ 6:30 p.m.

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 2626 S. Illinois Street, Belleville, Smithton Township, St. Clair County, Illinois (PPN: 13-03.0-300-004).

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

County Board Members Present at Hearing: 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 2018-07-SP. However, the current Applicant desires to revise the previously granted Special Use Permit.*

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

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--Robert 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 size for the project in question is a total of 32.38 acres, however, the footprint of the project will only utilize approximately 14 acres. The reason for the new application is that the size of the development has changed—a reduction of approximately 2 acres versus the previous proposed project (previous project was a 16-acre footprint (2MW of the 4 MW proposed), new project is 14 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 of this solar facility the Applicant agrees to adhere to all requirements and conditions placed upon the previous applicant (IPS) by special use permit 2018-07-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 along the north parcel line of the property from IL 159 to access this facility and this same access 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 to start in the summer of 2023 after the completion of those solar facilities approved in 2022-03-SP and 2022-04-SP. They would have 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.

No persons from the public were present to testify for or against this 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 adjacent and near to only one residence.
2. The Applicant is requesting a special use permit to construct and operate a 2-MW Solar Farm Energy System on approximately a 14.0-acre footprint, situated entirely upon PPN: 13-03.0-300-004. 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. An access road to the project will come from Illinois Route 159 and will be located along the northern property line of the subject parcel.
7. The proposed solar facility is set back over 800 ft. from Illinois 159 and is surrounded by farm fields and existing tree lines. The closest single-family residence to the proposed facility, the Bauer residence (PPN: 13-03.0-300-003), has an existing tree line buffer between the residence and proposed solar facility.
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 IL Route 159 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 195 (per 2018-07-SP), which is a moderate value for agricultural retention.
14. This project is consistent with the County's Comprehensive Plan, as the land along IL State Route 159 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.

The Board found and concluded as follows:

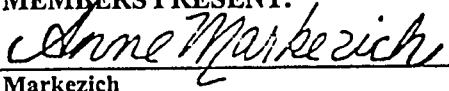
- (1) Whether the proposed design, location, development and operation of the proposed Special Use will adequately protect the public health, safety, and welfare and the physical environment. **The Board found as follows:** The proposed design, location, development, and the operation of the proposed 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 are currently existing natural tree line buffers between the facility and the closest residence, 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 the Highway 159 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 consist 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 one nearby residence that borders on the property in question, which separated by natural tree line buffers. 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) Natural tree line buffers that are on the subject parcel shall remain to the extent possible to provide a buffer between the solar facility and residence located on PPN: 13-03.0-300-003.
- (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 planting shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) That ground not utilized by the solar facility shall continued to be farmed (typical row crops) to the extent feasible.
- (i) 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 May 10, 2022, a motion was made by M. Deitz 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, M. Deitz-Yes, and S. Lindauer-Abstain. The motion carried 5 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

May 13, 2022
Date

Res. #2713-22-RZ

RESOLUTION NO. 2714-22-RZ

A RESOLUTION GRANTING A REQUEST FOR A SPECIAL USE PERMIT BY ROBERT L. REIFSCHNEIDER TR, JENNIFER REIFSCHNEIDER LAFONTAINE, AARON J. REIFSCHNEIDER, RYAN J. REIFSCHNEIDER TR, KAREN J. JACKSON TR, JEAN G. LENSCH FAMILY TR, JULIE REIFSCHNEIDER TR & JAMES REIFSCHNEIDER DELARATION OF TRUST, OWNERS AND SV CSG REIFSCHNEIDER II B, LLC, APPLICANTS, FOR PROPERTY LOCATED AT 2626 S ILLINOIS STREET & XXXX S ILLINOIS STREET, BELLEVILLE, IN SMITHTON TOWNSHIP. (CASE #2022-06-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 6:45 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:

- (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 are currently existing natural tree line buffers to the west and south that create a natural buffer from the public's view, there will be**

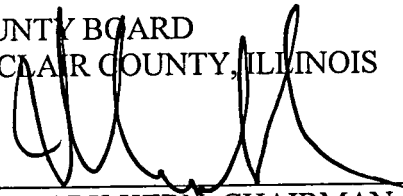
- (f) During excavation, site prep, or disturbance of soil onsite, any topsoil shall be preserved and returned to its prior condition. Erosion control shall be used, and appropriate storm water management shall be undertaken, if deemed necessary by the appropriate governmental agency/office.
- (g) All vegetation, shrubbery or other planting shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) Ground not utilized by the solar facility shall continued to be farmed (typical row crops) to the extent feasible.
- (i) 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;

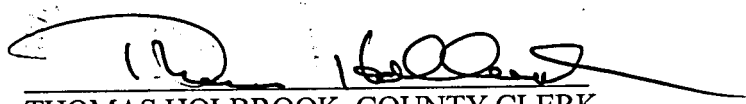
NOW, THEREFORE BE IT RESOLVED, by the County Board of St. Clair County, Illinois, that the request for a **SPECIAL USE PERMIT** be granted.

ADOPTED, this 31st day of May, 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 # 2022-06-SP

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

Owner: Robert L. Reifschneider, Jennifer Reifschneider Lafontaine, Aaron J. Reifschneider, Ryan J. Reifschneider TR, Karen J. Jackson TR, Jean G. Lensch Family TR, Julie Reifschneider, & James Reifschneider Declaration of Trust, 2728 South Illinois Street, Belleville, IL

Application Filed: March 31, 2022

Publication Date: April 24, 2022

Hearing Date: 05/10/22 @ 6:45 p.m.

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 2626 S. Illinois Street & XXXX S. Illinois Street, Belleville, Smithton Township, St. Clair County, Illinois (PPN: 13-03.0-300-004 & 13-03.0-300-008).

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

County Board Members Present at Hearing: 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 2018-07-SP. However, the current Applicant desires to revise the previously granted Special Use Permit.

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

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--Robert 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 size for the project in question is a total of 95.01 acres compromised of two parcels of property (32.38 acres & 62.63 acres), however, the footprint of the project will only utilize approximately 13.45 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 previous proposed project (previous project was a 16-acre footprint (2MW of the 4 MW proposed), new project is 13.45 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 of this solar facility the Applicant agrees to adhere to all requirements and conditions placed upon the previous applicant (IPS) by special use permit 2018-07-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 along the north parcel line of the property from IL 159 to access this facility and this same accessway will be utilized to connect the facility to Ameren's electrical grid. The same access road for the solar facility proposed in case 2022-05-SP will be utilized but will be extended further to the south and east to provide access to this separate Solar Farm Energy System. 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 to start in the summer of 2024 after the completion of those solar facilities approved in 2022-03-SP, 2022-04-SP and 2022-05-SP. They would have 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.

No persons from the public were present to testify for or against this 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 not near any residential uses.
2. The Applicant is requesting a special use permit to construct and operate a 2-MW Solar Farm Energy System on approximately a 13.45-acre footprint, situated upon parcels PPNs: 13-03.0-300-004 & 008. 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. An access road to the project will come from Illinois Route 159 and will be located along the northern property line of the subject parcel and then proceed south and east adjacent to the solar facility in matter 2022-05-SP.
7. The proposed solar facility is set back over 1,400 ft. from Illinois 159 and is surrounded by farm fields and is buffered by existing tree lines to the west and south.

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 IL Route 159 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 195 (per 2018-07-SP), which is a moderate value for agricultural retention.
14. This project is consistent with the County's Comprehensive Plan, as the land along IL State Route 159 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.

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 are currently existing natural tree line buffers to the west and south that create a natural buffer from the public's view, 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 the Highway 159 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 consist 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 natural tree line buffers. 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) Natural tree line buffers that are on the subject parcels shall remain to the extent possible to provide a natural buffer between the solar facility and public view.
- (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 planting shall be well-maintained and kept free of noxious weeds and invasive plants.
- (h) Ground not utilized by the solar facility shall continued to be farmed (typical row crops) to the extent feasible.
- (i) 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 May 10, 2022, a motion was made by M. Deitz to **GRANT** the request, with the above conditions and restrictions. The motion was seconded by S. Howell. The members of the Board voted as follows: S. Penny-Yes, A. Edwards-Yes, G. Meister-Yes, S. Howell-Yes, M. Deitz-Yes, and S. Lindauer-Abstain. The motion carried 5 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

05/13/2022
Date

Res. #2214-22-RZ

ORDINANCE NO. 22-1266

AN ORDINANCE REPEALING AND REPLACING CHAPTER 1 ADMINISTRATION BY SECTION 1-8-2

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

SECTION I: That Section 1-8-2 is hereby repealed and the following is substituted therefore:

1-8-2 COUNTY OFFICIALS' SALARIES. Subject to the provisions of this ordinance, the annual salaries of the following St. Clair County elected officials are established and effective on January 1st of each respective year:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Treasurer	\$102,765	\$104,121	\$105,485	\$106,540	\$107,605		
Assessor	\$102,765	\$104,121	\$105,485	\$106,540	\$107,605		
County Clerk	\$102,765	\$104,121	\$105,485	\$106,540	\$107,605		
Reg. Sup. Sch	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000		
Auditor	\$100,106	\$101,435	\$102,765				
Circuit Clerk	\$100,106	\$101,435	\$102,765				
Coroner	\$100,106	\$101,435	\$102,765				
Co. Bd. Chairman	\$95,899	\$95,899	\$95,899				
Rec. of Deeds	\$100,106	\$101,435	\$102,765				
Bd. of Rev. Mbr. 1 (2022)	\$49,210	\$49,210	\$49,210	\$49,702	\$50,199	\$50,862	\$51,533
Bd. of Rev. Mbr. 2 (2018)	\$49,210	\$49,210	\$49,210				
Bd. of Rev. Mbr. 3 (2020)	\$49,210	\$49,210	\$49,210	\$49,702	\$50,199		
Co. Bd. Mbr.	\$19,419	\$19,419	\$19,419	\$19,419	\$19,419		
State's Atty.	(Set by State Statute)						
Sheriff	(Set by State Statute)						

*Auditor, Circuit Clerk, Coroner, Recorder of Deeds includes yearly increases of approximately: 2023: 1.32%, 2024: 1.31%. County Board Chairman: no increase.

*Treasurer, Assessor and County Clerk includes yearly increases of approximately 2023: 1.32%, 2024: 1.31%, 2025: 1%, 2026: 1%, Supt. Of Schools no increase.

*Board of Review includes yearly increases of approximately: 2023: 0%: 2024: 0%, 2025: 1%, 2026: 1%, 2027: 1.32%, 2028: 1.32%

Established Previous Service Exceptions. Except as otherwise exempted by Illinois law, it is the public policy of St. Clair County, that no elected official elected to a countywide office or as a County Board Member, while drawing a pension or having drawn a pension for previous service as a countywide elected official or County Board Member, shall be paid the salary listed above. Instead, any individual receiving such a pension, who is elected to the positions of Sheriff, Treasurer, Assessor, County Clerk, Auditor, Circuit Clerk, Coroner, County Board Chairman, Record of Deeds, Board of Review or County Board Member shall receive the following salaries effective January 1st of each of the indicated year:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Sheriff	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Treasurer	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Assessor	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
County Clerk	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Auditor	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Circuit Clerk	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Coroner	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Co. Bd. Chrman	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Rec. of Deeds	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Bd. of Rev. Mbr.	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Co. Bd. Mbr.	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

The salary schedule put forth in *Established Previous Service Exceptions* shall not apply to the current elected or appointed term of any officeholder enumerated therein who is currently drawing a pension and serving as a countywide officeholder or County Board Member. In the event of reelection of any current officeholder of the enumerated offices, qualification for the *Established Previous Service Exceptions* salary in lieu of the generally set salary shall be adjudged anew, (e.g. officeholders receiving pension benefits and full salaries not under the *Established Previous Service Exceptions* schedule would at the time of their reelection be entitled to only those compensation and benefits allowed under the *Established Previous Service Exceptions* schedule.), and compensation and benefits shall be dispensed consistent therewith.

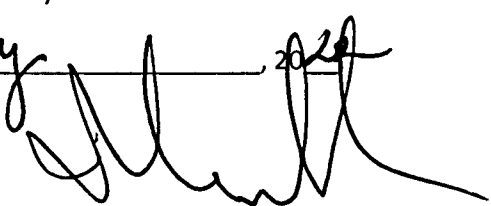
Stipends mandated by statute paid directly from the State of Illinois on an annual basis. Provisions of the Illinois Compiled Statutes require the issuance of an annual stipend by the State of Illinois directly to the respective elected officials of each county from appropriations by the General Assembly, in addition to the direct compensation detailed above. County Boards are prohibited from reducing or otherwise impairing the compensation payable to the respective elected officials where the reduction or impairment is the result of receiving an award or stipend pursuant to statute. Consistent with the requirements of The Local Government Officer Compensation Act, as amended by Public Act 102-0048, the following annual stipends are expected to be received by elected county officials:

Assessor -	\$500 pursuant to 35 ILCS 200/3-40 where the supervisor of assessments has been presented a Certified Assessing Evaluation Certificate by the International Association of Assessing Officers; and up to \$3,000 in performance compensation, pursuant to 35 ILCS 200/4-20, from the Department of Revenue based on the median level of assessment and coefficient of dispersion.
Auditor	\$6,500 pursuant to 55 ILCS 5/4-6001
Circuit Clerk	\$6,500 pursuant to 705 ILCS 105/27.3
County Clerk	\$6,500 pursuant to 55 ILCS 5/4-6001
Coroner	\$6,500 pursuant to 55 ILCS 5/4-6002
Rec. of Deeds	\$6,500 pursuant to 55 ILCS 5/4-6001
Sheriff	\$6,500 pursuant to 55 ILCS 5/4-6003
Treasurer	\$6,500 pursuant to 55 ILCS 5/3-10007

SECTION II: This Ordinance shall repeal the provisions any other ordinance, or provision of any ordinance which is inconsistent with the content of this Ordinance, provided that nothing herein shall in any way excuse or prevent prosecution of any previous or existing violation of any Ordinance superseded hereby.

SECTION III: This Ordinance shall be in full force and effect from its passage of publication by the County Clerk as provided by law and shall continue in effect and operation until its natural expiration, or subsequent amending action of the St. Clair County Board.

Approved this 3rd day of May, 2014

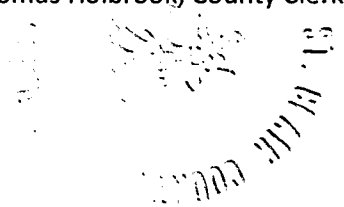


Mark Kern, Chairman
St. Clair County Board

ATTEST:



Thomas Holbrook, County Clerk

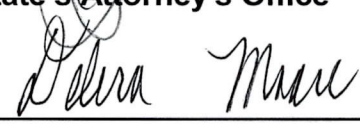


ORDINANCE NO. 22-1265

REVIEWED BY:

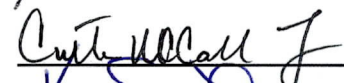


State's Attorney's Office

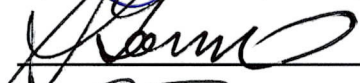


Director of Administration



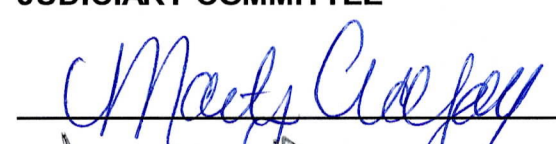








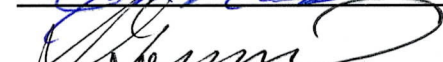
JUDICIARY COMMITTEE

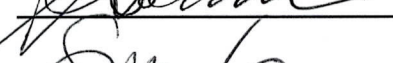














FINANCE COMMITTEE

RESOLUTION 2715-22-R

**RESOLUTION ESTABLISHING THE SALARY FOR
THE ST. CLAIR COUNTY SHERIFF**

WHEREAS, County of St. Clair, a body politic and corporate of the state of Illinois ("St. Clair County") is a non-home rule unit of local government pursuant to Article VII, § 7 of the 1970 Illinois Constitution; and

WHEREAS, Section 5-1010 of the Counties Code, 55 ILCS 5/5-1010, requires the County Board to establish the salary of County officers at a meeting prior to the election of the officers whose salary is being established; and

WHEREAS, Section 2(a) of the Local Government Officer Compensation Act, 50 ILCS 145/2(a), requires the salary of elected officers for local governments to be established at least one hundred eighty (180) days prior to the start of their term; and

WHEREAS, Section 2(b) of the Local Government Officer Compensation Act, 50 ILCS 145/2(b), requires the salary of elected officers of a county be set by ordinance or resolution of the County Board; and

WHEREAS, Public Act 102-0699 was enacted on April 19, 2022; and

WHEREAS, Public Act 102-0699 amends the Counties Code by adding Section 3-6007.5 (55 ILCS 5/3-6007.5) as follows:

Section 3-6007.5. Sheriff's salary.

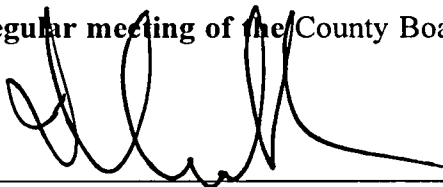
- (a) As used in this Section, "salary" is exclusive of any other compensation or benefits.
- (b) The salary of a sheriff elected or appointed after the effective date of this amendatory Act of the 102nd General Assembly in a non-home rule county shall not be less than 80% of the salary set for the State's Attorney under Section 4-2001 for the county in which the sheriff is elected or appointed.
- (c) The State shall furnish 66 2/3% of the total annual salary to be paid to a sheriff. Said amounts furnished by the State shall be payable monthly by the Department of Revenue out of the Personal Property Tax Replacement Fund or the General Revenue Fund to the county in which the sheriff is elected or appointed. The county shall furnish 33 1/3% of the total annual salary.

WHEREAS, Section 4-2001 of the Counties Code establishes the methods used to set the salary of the State's Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF ST. CLAIR, AS FOLLOWS:

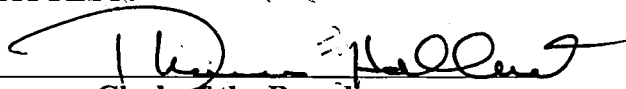
1. **Recitals.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.
2. **Salary.** Pursuant to 55 ILCS 5/3-6007.5, the salary of any St. Clair County Sheriff whose term commences on or after December 1, 2022 shall be equal to eighty percent (80%) of the St. Clair County State's Attorney's salary as is set by the State of Illinois pursuant to Section 4-2001 of the Counties Code.
3. **Stipend.** In addition to the salary provided for in Section 2 of this Resolution, the Sheriff shall receive an annual stipend to be paid by the Illinois Department of Revenue out of the Personal Property Tax Replacement Fund in the amount of six thousand five hundred dollars (\$6,500.00) as required by Section 4-6003(d) of the Counties Code (55 ILCS 5/4-6003(d)).
4. **Severability.** If any provision of this Resolution, or the application of any provision of this Resolution, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Resolution, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Resolution.
5. **Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

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



Chairman of the Board

ATTEST:



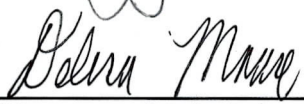
Clerk of the Board

RESOLUTION NO. 2715-22-R

REVIEWED BY:

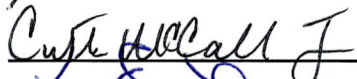


State's Attorney's Office

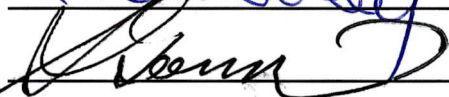


Director of Administration





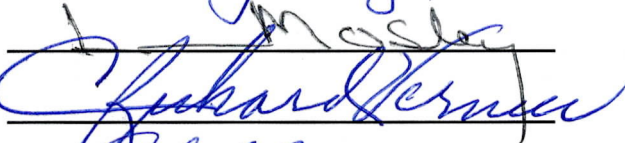




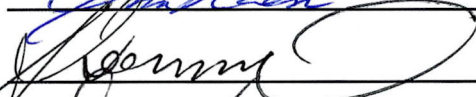


JUDICIARY COMMITTEE











FINANCE COMMITTEE

LAW ENFORCEMENT SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement"), is made and entered into by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT ("Bi-State"), and ST. CLAIR COUNTY, ILLINOIS for services provided by the ST. CLAIR COUNTY SHERIFF'S DEPARTMENT ("St. Clair County Sheriff's Department").

WHEREAS, Bi-State operates the MetroLink light rail system ("Metrolink System"), in St. Clair County, Illinois; the City of St. Louis, Missouri and St. Louis County, Missouri; and

WHEREAS, Bi-State is responsible for the operation of the St. Clair County MetroLink extension; and

WHEREAS, an integral part of Bi-State's operation is the security of its customers who ride upon the MetroLink System; and

WHEREAS, Bi-State desires to provide its MetroLink trains with additional law enforcement protection and presence; and

WHEREAS, the St. Clair County Sheriff's Department provides law enforcement service throughout St. Clair County, utilizing qualified and trained deputy sheriffs; and

WHEREAS, Bi-State has adopted ordinances regulating the behavior of its patrons on MetroLink trains and their attendant facilities; and

WHEREAS, the parties desire to enter into an Agreement whereby the St. Clair County Sheriff's Department will provide certain law enforcement services including the enforcement of such ordinances as Bi-State may adopt, and Bi-State will compensate the St. Clair County Sheriff's Department for such services; and

WHEREAS, Bi-State also desires to have such deputy sheriffs serve as good will ambassadors for Bi-State in the performance of their duties; and

NOW, THEREFORE, in consideration of the premises set forth hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bi-State and the St. Clair County Sheriff's Department hereby agree as follows:

ARTICLE I -TERM

1.1 Term. This Agreement shall commence on July 1, 2022 and shall be for a term of eighteen (18) months, ending on December 31, 2023. This Agreement may be renewed for one additional one-year term, to commence January 1, 2024 and terminate December 31, 2024. The renewal term will be subject to the same terms and conditions as set-forth in this Agreement except compensation for the renewal term will be determined as provided under Section 2.1 of this Agreement.

1.2 Early Termination. Either party can terminate its rights and obligations under this Agreement, provided that sixty (60) days advance notice is given to the other party.

ARTICLE II -COMPENSATION

2.1 Compensation. Bi-State agrees to pay St. Clair County Sheriff's Department, for services provided by the St. Clair County Sheriff's Department as enumerated in this Agreement and illustrated in Exhibit A, an amount not to exceed **\$2,650,086.00** for the period of July 1, 2022 to December 31, 2023. St. Clair County Sheriff's Department shall invoice Bi-State on a monthly basis at the rate outlined in Exhibit A, attached hereto and made a part hereof, provided that for the first month, St. Clair County Sheriff's Department shall provide Bi-State an initial estimate for the first monthly payment by June 1, 2022 so that Bi-State can provide the first monthly payment of that estimated amount in advance by July 1, 2022. Actual cost is at all times subject to verification by an independent outside auditor. Bi-State's auditors may meet semiannually with St. Clair County Sheriff's Department (November and May) to review and reconcile costs, with the necessary adjustments being made to the payment schedule. At least thirty (30) days prior to the commencement of the renewal term, St. Clair County Sheriff's Department shall provide Bi-State the annual deputy service costs for January 1, 2024 through December 31, 2024 in the format set forth in Exhibit A.

2.2 Time and Manner of Payment. Bi-State shall pay St. Clair County Sheriff's Department monthly in accordance with the terms and schedules attached hereto as Exhibit A, provided that Bi-State shall provide the first monthly payment in advance by July 1, 2022 in the amount of \$147,227.00 the initial estimate provided by St. Clair County Sheriff's Department in accordance with Section 2.1 above. In addition, the St. Clair County Sheriff's Department shall submit monthly invoices for the expenses incurred by the St. Clair County Sheriff's Department beyond normal or ordinary expenses or for expenses incurred in carrying out the duties prescribed hereunder other than during normal scheduled hours that have been discussed with and approved by Bi-State in advance and that are verified by written documentation regarding the amount, nature, and justification for same. The scheduled monthly payments are based upon each deputy sheriff being present for duty full time for two-hundred twenty (220) days annually at eight (8) hours per shift, or one-hundred forty-seven (147) days annually at twelve (12) hours per shift. The actual time on duty as documented pursuant to Section 3.1 of this Agreement shall be reviewed between the parties on a quarterly basis until the expiration of this Agreement. If, following the quarterly reviews and reconciliations, it is determined that the St. Clair County Sheriff's Department deputies did not work the appropriate number of hours based upon such rate of availability, then a proportionate adjustment to the compensation shall be made by a reduction in the next following month's scheduled payment. In the event, however, that there are no further payments due from the St. Clair County Sheriff's Department to Bi-State, or if any such remaining payments are insufficient to allow for such proportionate adjustment, then such adjustment, or any portion thereof not able to be adjusted against a remaining payment or payments, shall be reimbursed directly from the St. Clair County Sheriff's Department to Bi-State. If such an

adjustment(s) reduces the scheduled payment to the St. Clair County Sheriff's Department, and a subsequent review shows that the St. Clair County Sheriff's Department officers have, in fact, provided, in whole or in part, those work hours for which such prior adjustment was made, Bi-State shall then pay the St. Clair County Sheriff's Department the amount of said prior adjustment to the extent the cumulative hours subsequently worked shall have made up for such prior shortage of hours. In this manner a compensation adjustment in a prior period can be restored in a subsequent period such that the net adjustment shall be based upon the total hours worked over the entire term of this Agreement. Work time lost by St. Clair County deputies as a result of injuries incurred while performing duties for Bi-State pursuant to this Agreement will be reimbursed to St. Clair County Sheriff's Department consistent with the provisions of the Illinois Police Officer Disability and Workers Compensation Law.

2.3 Monthly Payment. St. Clair County Sheriff's Department will bill Bi-State \$147,227.00 monthly for the duration of this Agreement for the normal day-to-day operations of its deputy sheriffs assigned to Bi-State. Overtime will be billed by St. Clair County Sheriff's Department on a monthly basis, as it is approved and incurred, up to \$50,000.00 (see Exhibit A, attached hereto). Any amount over \$50,000.00 must be agreed upon and approved by Bi-State for the duration of this Agreement.

2.4 Average Holiday/Sick Buyout and Related Fringe Costs. St. Clair County Sheriff's Department will bill Bi-State for costs associated with Average Holiday/Sick Buyout and related fringe costs on a monthly basis as costs are incurred up to \$125,000.00 (see Exhibit A, attached hereto).

2.5 Extra Deputy Sheriffs. Bi-State may, from time to time, request that extra or additional Street Patrol Deputy Sheriffs from the St. Clair County Sheriff's Department be assigned to MetroLink for special events and other extra service. Such extra deputy sheriffs shall not be considered a part of the ordinary compensation set out in this Article II. The St. Clair County Sheriff's Department shall make its best efforts to supply such requested extra deputy sheriffs. Bi-State shall compensate the St. Clair County Sheriff's Department for such extra deputy sheriffs assigned to work overtime by paying to the St. Clair County Sheriff's Department the actual cost of wages (including any premiums paid for overtime) and other direct wage-related costs, for such additional deputy sheriffs. Payment by Bi-State shall be made within thirty (30) days after receipt of an invoice for such extra services.

2.6 Medical Costs. Bi-State agrees to renegotiate the provisions of this Agreement relating to compensation if the cost of medical insurance provided to deputy sheriffs hereunder by St. Clair County increases by more than five percent (5%) over the medical insurance costs projected in the term of this Agreement.

ARTICLE III - SERVICES PROVIDED BY ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

3.1 Deputy Sheriffs. The St. Clair County Sheriff's Department shall provide a total of fifteen (15) uniformed deputy sheriffs from the St. Clair County Sheriff's Department consisting of one (1) deputy sheriff of the rank of Lieutenant or rank of Master Sergeant, two (2) deputy sheriffs of the rank of Sergeant, and twelve (12) deputy sheriffs of the rank of Street Patrol Deputy. Such deputy sheriffs will work individually and will report to designated locations as determined by Bi-State. Work time will be determined by Bi-State in consultation with the St. Clair County Sheriff's Department. Such documentation of work time, location, and activities shall include: time and location of reporting to duty and when completing duty, activities while on duty, time away from the MetroLink alignment when on-duty, and such other matters relating to their MetroLink police duties, as shall be agreed upon by the St. Clair County Sheriff's Department and Bi-State. However, said deputy sheriffs shall at all times report to and be subject to the supervision of their superior officers of the St. Clair County Sheriff's Department and to the St. Clair County Sheriff's Department recognized chain of command. Said deputy sheriffs are not subordinates of or subject to the authority of Bi-State; however, will be immediately removed at Bi-State's request if it is determined that said deputy sheriff is not performing in accordance with this Agreement. The St. Clair County Sheriff's Department shall use its best efforts to cooperate with Bi-State in the performance of its duties hereunder.

3.2 Supervision. The administrative control of work assignments and deployment shall be the responsibility of Bi-State and operational command and control of the Sheriff's Deputies shall be the responsibility of the Sheriff's Unit Commander in consultation with Bi-State.

3.3 Status of Deputies. The deputy sheriffs performing services under the terms of this Agreement shall for all purposes be considered employees of the St. Clair County Sheriff's Department and not employees of Bi-State.

3.4 Duties of Deputies. The duties of each deputy sheriff providing services under the terms of this Agreement shall include, but not be limited to:

- a. Provision of "roving" police patrol duties consisting of being present on the MetroLink trains and within the premises of Bi-State used as stations to facilitate the transportation of its customers and said deputy sheriffs shall perform their normal and lawful duties as law enforcement officers sworn to uphold and enforce the laws of the State of Illinois, and the various ordinances within the deputy sheriffs' jurisdictions (including such jurisdictions as may be authorized pursuant to any joint or mutual aid services agreements). No officer, however, shall be required by this Agreement to perform any duties outside of the State of Illinois, except that the St. Clair County Sheriff's Department agrees that its deputy sheriffs may, in the course and scope of their

employment as MetroLink officers: i) enter the State of Missouri, under the conditions permitted by Illinois law, for the purpose of apprehending a suspect in the course of a fresh pursuit of an individual observed to commit or suspected of committing a felony offense under the laws of the State of Illinois, and ii) enter into the State of Missouri in order to monitor ongoing suspicious activity on a MetroLink conveyance and remain in the State of Missouri until an officer of the appropriate Missouri jurisdiction has responded to the scene.

- b. Actively and visibly patrolling MetroLink trains, stations, park-and-ride lots and other MetroLink customer facilities; interacting positively with MetroLink customers and providing appropriate assistance to customers; enforcement of the MetroLink fare system when on duty and not actively engaged in other police work; issuance of citations, including citations for fare violations; and arranging for the picking up, transporting and processing of offenders.
- c. Responding to subpoenas, court appearances and trials as required for violations.
- d. Enforcing the provisions of Regulations adopted by the Board of Commissioners of Bi-State pursuant to 45 ILCS 110/5 to the extent the provisions are not inconsistent with provisions of Illinois law. The Regulations are hereby incorporated in this Agreement by reference.
- e. Devoting 80% of their time to on train activity when not involved in an arrest or detail situation.

3.5 Charging Authority. For an offense committed on Bi-State facilities or conveyances, nothing in this Agreement shall be deemed to interfere with, impede, or in any way diminish the authority of St. Clair County Deputy Sheriffs, at their discretion, to charge any applicable offense under state law or local ordinance, provided that no citation for the same offense shall be issued pursuant to the Regulations.

3.6 Times of Service. Bi-State's Metro Public Safety Department Management is responsible for determining when and where deputies working through this Agreement will be assigned in consultation with the St. Clair County Sheriff's Department. The detail commander will be responsible for scheduling. The deputy sheriffs shall perform the agreed services, as scheduled, in accordance with the provisions of this Agreement seven (7) days a week throughout the St. Clair County service area of MetroLink. Such schedules shall be known as the MetroLink Deputy Sheriffs' Work Schedules.

3.7 Command Level Review Meetings. Command level review meetings between the St. Clair County Sheriff's Department and Bi-State shall be held at the request of either party, in order to discuss the services under this Agreement; personnel qualifications and complaints; work assignments and hours; reports made and/or needed by either party; and to discuss and resolve any other areas of mutual concern.

3.8 Reports. The St. Clair County Sheriff's Department will submit monthly reports of police work and crime statistics on MetroLink to Bi-State in a form acceptable to Bi-State in consultation with the St. Clair County Sheriff's Department.

ARTICLE IV -INDEMNIFICATION AND INSURANCE

4.1 Indemnification of Bi-State by St. Clair County. To the fullest extent permitted by applicable law and as between Bi-State and the St. Clair County Sheriff's Department only, St. Clair County shall indemnify, defend and hold harmless Bi-State, its Commissioners, officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the activities of the St. Clair County Sheriff's Department or deputy sheriffs thereof, or resulting from the performance of service under this Agreement, to the extent that activities and performance of services are contrary to the terms of this Agreement or are otherwise attributable to the actions of the St. Clair County Sheriff's Department; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of Bi-State or its employees, Commissioners, officers and agents (other than the St. Clair County Sheriff's Department or its employees).

4.2 Indemnification of St. Clair County by Bi-State. To the fullest extent permitted by applicable law, and as between Bi-State and the St. Clair County Sheriff's Department only, Bi-State shall indemnify, defend and hold harmless St. Clair County, its elected and appointed officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the activities of Bi-State, its officers, agents or employees acting within the scope of their employment, occasioned by an intentional act or the negligence of Bi-State, its officers, agent or employees, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the St. Clair County Sheriff's Department or its agents or employees.

Bi-State and St. Clair County agree that, for the purposes of insurance and indemnification, the St. Clair County Sheriff's Deputies administering or implementing any responsibilities or duties relating to the "on- board fare" program of Bi-State, including but not limited to issuing "on-board fare" envelopes shall be considered agents of Bi-State, but only for action taken by deputy sheriffs within the scope of the "on-board fare" program contained in this Agreement, and that Bi-State shall indemnify and hold harmless St. Clair County, to the extent permitted by law, from and against any or all

claims, suits, actions, judgments, fines, penalties, loss, damage, cost or expense, whether direct or indirect, that arises or may arise from any action or activity taken by St. Clair County deputy sheriffs associated with the "onboard fare" program.

Such obligations shall not be construed to waive, negate, abridge, or reduce, other rights or obligations of indemnity, which would otherwise exist as to either the St. Clair County Sheriff's Department or Bi-State, nor shall this Articles 4.1 and 4.2 be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of the State of Illinois, St. Clair County, the St. Clair County Sheriff's Department, or Bi-State and the immunity of their agents, officers and employees.

4.3 Insurance and Self-Insurance. It is hereby understood and acknowledged that Bi-State, the St. Clair County Sheriff's Department, and St. Clair County are self-insured for purposes of general liability, commercial general, automobile liability, professional liability and workers' compensation/employer liability.

Bi-State shall provide to St. Clair County a current audited financial statement of its self-insurance fund and Certificates of Insurance for its excess liability coverage, including the self-insured retention for each coverage. St. Clair County shall provide to Bi-State a current audited financial statement of its self-insurance fund and Certificates of Insurance for its excess liability coverage, including the self-insured retention for each coverage.

ARTICLE V -MISCELLANEOUS PROVISIONS

5.1 Notices. Any and all notices, communications and the like required or authorized hereunder, shall be deemed to be given if hand delivered or mailed by first class United States mail to the respective address of the parties listed below:

If to Bi-State:

Taulby Roach
President and CEO
Bi-State Development Agency
211 North Broadway, Suite 700
St. Louis, MO 63102-2759

If to the Sheriff's Department
& St. Clair County:

Hon. Richard Watson
Sheriff, St. Clair County
700 North Fifth Street
Belleville, IL 62220

With copy to:

Hon. Mark Kern, Chairman
St. Clair County Board
St. Clair County Courthouse
#10 Public Square
Belleville, IL 62220-1623

Either party may, by notice given hereunder, designate any further or different person or address to which subsequent notices and communication shall be sent.

5.2 Severability of Provisions. The parties agree that if any provisions of this Agreement shall be held invalid, unenforceable, void, or voidable for any reason whatsoever, by a court of competent jurisdiction, the finding or order or decree of which becomes final, the remaining provisions of this Agreement shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms, and requirements of the Agreement or with applicable law.

5.3 Integration and Amendment. This Agreement, including the contents of any and all documents incorporated by reference or attached hereto, comprises the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, attached hereto or incorporated by reference hereunder. Any amendments, additions, supplements or deletions to this Agreement must be in writing, with the mutual consent of both parties and signed by both parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument.

5.4 Law. The laws of the State of Illinois shall govern this Agreement, its interpretation and any dispute arising out of its operation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT

BY: _____
Taulby Roach
President & CEO

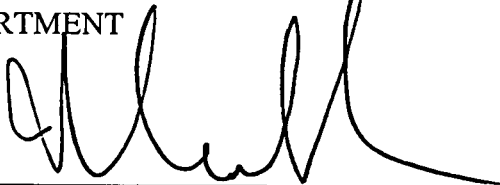
ATTEST:

Barbara Enneking
General Counsel

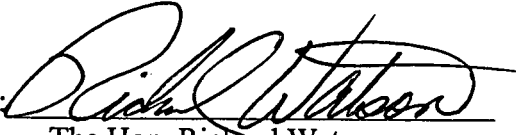
Seal:

ST. CLAIR COUNTY, ILLINOIS
ST. CLAIR COUNTY SHERIFF'S
DEPARTMENT

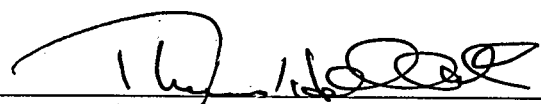
BY: _____


The Hon. Mark Kern
Chairman, St. Clair County Board

BY: _____


The Hon. Richard Watson
Sheriff, St. Clair County

ATTEST:



Thomas Holbrook
St. Clair County Clerk

Seal:

Exhibit A
Bi-State Development Agency
Cost For Deputy Sheriffs per Month
July 1, 2022 through December 31, 2023

Months of Service	Monthly Cost
07/01/22 – 07/31/22	\$147,227.00
08/01/22 – 08/31/22	\$147,227.00
09/01/22 – 09/30/22	\$147,227.00
10/01/22 – 10/31/22	\$147,227.00
11/01/22 – 11/30/22	\$147,227.00
12/01/22 – 12/31/22	\$147,227.00
01/01/23 – 01/31/23	\$147,227.00
02/01/23 – 02/28/23	\$147,227.00
03/01/23 – 03/31/23	\$147,227.00
04/01/23 – 04/30/23	\$147,227.00
05/01/23 – 05/31/23	\$147,227.00
06/01/23 – 06/30/23	\$147,227.00
07/01/23-07/31/23	\$147,227.00
08/01/23-08/31/23	\$147,227.00
09/01/23-09/30/23	\$147,227.00
10/01/23-10/31/23	\$147,227.00
11/01/23-11/30/23	\$147,227.00
12/1/23-12/31/23	\$147,227.00
Total Base Amount 2022-2023	\$2,650,086.00

Overtime Budget	\$50,000.00
Average Holiday/Sick Buyout and Related Fringes	\$125,000.00
Total Base Amount	\$2,650,086.00
Total Law Enforcement Agreement Amount	\$2,825,086.00

- The Overtime and Related Fringes Costs estimated to be \$50,000.00 are included in the Total Law Enforcement Agreement Amount, but rather than including it in the monthly invoices, the overtime budget will be drawn down as overtime is incurred and approved.
- The Average Holiday/Sick Buyout and Related Fringes Costs estimated to be \$125,000.00 are also included in the Total Law Enforcement Agreement Amount but will be drawn down as charges are incurred.

ORDINANCE #22-1267

AN ORDINANCE TO EXTEND AND AMEND ORDINANCE 09-995, THE NON-EXCLUSIVE FRANCHISE OF SPECTRUM MID-AMERICA ENTERTAINMENT I, 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
_____ DAY OF _____, 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 Municipal Code at 65 ILCS 5111-42-11.05 (Franchise Fees Subject to Audit). 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 65 ILCS 5111-42-11.05.

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 three (3) 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 three (3) 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 Council 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 Council 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 Council 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 Council *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 ____ day of _____, 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

**TEAMSTERS, AUTOMOTIVE, PETROLEUM
and ALLIED TRADES LOCAL #50**

and

**ST. CLAIR COUNTY BOARD/
ST. CLAIR COUNTY SHERIFF'S DEPARTMENT**



PATROL OFFICER UNIT

January 1, 2020 to December 31, 2022

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PREAMBLE

This Agreement is entered into by and between the County Board and the Sheriff of St. Clair County, Illinois (herein referred to as the "EMPLOYER") and Teamsters, Automotive, Petroleum and Allied Trades Local #50 (hereinafter referred to as "Local #50").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and Local #50; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Sheriff's Department.

It is the Employer's and Local #50's desire to provide the people of St. Clair County, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

ARTICLE 1 - RECOGNITION

Section 1.01

The Employer recognizes Local #50 as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all full-time and part-time Patrol Department employees of the County of St. Clair and Sheriff of St. Clair County in the following ranks: Patrol Sergeant, Patrol Lieutenant, and Master Sergeant as certified by the Illinois State Labor Relations Board in Case No. S-RC-18-058. All other positions shall be EXCLUDED from the above-described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 (et al).

Section 1.02

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

Employees transferred from the Corrections division to the Patrol division also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their former division.

Employees transferred from the Patrol division to the Corrections Division shall also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their original position in the Patrol division

as soon as there is an opening at their former position.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

Local #50 recognizes that the Employer possesses the sole and exclusive right to operate and direct the officers of the St. Clair County Sheriff's Department, in all aspects, including, but not limited to, all rights and authority granted by law. Except as otherwise expressly stated herein, St. Clair County policies are not to be considered a part of this Agreement.

Management rights include, but are not limited to, the right:

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

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

Section 2.02 - Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity shall seek prior approval for such employment from the Employer.

Any employee working for an entity shall hold the Employer harmless against any and all claims,

demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute, a conflict of interest with employment for St. Clair County. Should the Employer determine that an officer's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

Section 2.03 - Civil Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Local #50 representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3 - NO STRIKE

Section 3.01 - No-Strike Commitment

During the term of this Agreement, neither Local #50 nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations

In the event of action prohibited by Section 3.01 above, Local #50 immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Local #50, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Local #50 Liability

Upon the failure of Local #50 to comply with the provisions of Section 3.02 above, any agent or official of Local #50 who is an officer covered by this Agreement shall be subject to the provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers

Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4 - NONDISCRIMINATION

Section 4.01

Neither the Employer nor Local #50 shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws. All claims of discrimination must be pursued thru the appropriate administrative agency and are not grievable.

ARTICLE 5 – DISCIPLINE AND GRIEVANCE PROCEDURE

Section 5.01 - Step Discipline

Post-probationary employees shall be disciplined and/or discharged only for just cause.

The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

Disciplinary action shall be limited to the following:

1. Oral warning;
2. Written reprimand;
3. Suspensions;
4. Discharge.

All discipline shall be subject to the below grievance procedures except for oral warnings, which may be grieved but will not advance beyond the Sheriff as defined in Step 3 of the procedures. The Union shall have the right to submit a written rebuttal to the Sheriff for oral warnings, which are not withdrawn or settled at Step 3, and the written rebuttal shall remain in the employee's file.

The Sheriff's agreement to utilize progressive and corrective disciplinary action does not prohibit the Sheriff from imposing summary discipline, such as suspension or discharge, without proceeding through the progressive steps set forth above, in instances where the nature of the offense is commensurate with the imposition of such summary discipline (i.e., theft, fighting, violations of the Illinois Criminal Code).

Discipline shall be administered within a reasonable period of time after the completion of the investigation. Discipline shall not be imposed in such a manner as to embarrass the employee in front of his co-workers or the general public.

Progressive discipline shall remain in the employee's file and active for a period of thirty (30) months, at which point the disciplinary offense shall not be counted or applied for purposes of progressive discipline. However, repeat disciplinary offenses for the same violation within the thirty (30) month period shall remain active and subject to additional progressive discipline.

Section 5.02 - Definition

A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or Local #50 on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. Local #50 may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of Local #50, provided the adjustment is not inconsistent with the terms and meaning of this Agreement.

Section 5.03 - General Rules

1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix A. All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.

4. When a grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected. Responses to the grievance shall be made to the first officer who signed the grievance.
5. Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used by the parties to establish the meaning, interpretation or application of the agreement.

Section 5.04 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 – Immediate Supervisor The grievance shall be raised orally with the affected officers' immediate supervisor who is outside the bargaining unit, within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. Grievances should be raised with the first supervisor/administrator who has the authority to remedy the grievance; however, failure to identify the proper authority shall not be cause to waive the grievance. The supervisor/administrator shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 – Division Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with the division administrator or the administrator's designee. The appeal shall be filed within ten (10) business days after receipt of the Step 1 response, or within ten (10) business days after the Step 1 response was due.

Division administrators shall include the Undersheriff, Chief Deputy, or the Jail Superintendent. Upon receipt of the properly filed written appeal, the appropriate division administrator or the administrator's designee shall meet with the officer to review the grievance. Within ten (10) business days of the receipt of the Step 2 appeal, the administrator will render a decision in writing to the officer.

Step 3 – Sheriff If the grievance is not resolved at Step 2, a written appeal may be filed with the Sheriff. The written appeal will be filed within ten (10) business days after the receipt of the Step 2 response, or within ten (10) business days after the Step 2 response was due.

Within ten (10) business days after receipt of the properly filed, written grievance, the Sheriff or his designee shall meet with the grievant and/or Local #50 to review the complaint. The

Sheriff will issue a decision regarding the grievance within ten (10) business days after the meeting with the grievant.

Step 4 – Labor-Management Committee If the grievance is not resolved at Step 3, the written grievance may be appealed to the St. Clair County Board's Labor-Management Committee within ten (10) business days of the date of the Step-3 response, or within ten (10) business days after the Step-3 response was due.

The Labor-Management Committee or its designee shall schedule a meeting on the grievance within thirty days after it receives the grievance, unless unusual circumstances arise. The meeting shall be closed to the press and the public. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. Nothing herein shall prevent Local #50 and the Employer from entering into any settlement that would not set a precedent for other grievances. If no settlement is reached, the Committee, or its designee, shall give its response to the grievant(s) within ten (10) business days following the meeting. In any case, Step 4 shall be completed no later than forty-five (45) calendar days after the written grievance is filed at this Step, unless the parties agree to a written extension thereof. If Local #50 has received no response within 45 calendar days, Local #50 may elect to advance the grievance to Step 5 or Step 6.

Step 5 – Mediation If the grievance is not satisfactorily resolved at Step 4, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step 4 response, or within fifteen (15) business days after the Step 4 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent Local #50 and the Employer from entering into any settlement that would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Step 6 – Arbitration If the grievance is not resolved as a result of Step 4 or 5, as the case may be, Local #50 may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-4 response, or within ten (10) business days after the Step 4 response was due, that the grievance be submitted to binding arbitration. The request by Local #50 must be made within ten (10) business days of completion of the last appropriate step. In the event Local #50 requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators

has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and Local #50 shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list.

The person whose name remains unstricken from the list shall be the arbitrator.

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

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

Section 5.05 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree, to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.06 - Time Limits

No grievance shall be processed unless it is submitted in a timely manner pursuant to Section

5.04, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or Local #50 may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Local #50 representative.

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

For the purposes of this Agreement, "business" day shall be defined as a day on which the St. Clair County Building is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 8, Section 8.01, of this Agreement.

Section 5.07 - Waiver of Procedure

Any officer who uses this procedure waives all other review procedures that the officer or Local #50 may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. Local #50 agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.08 - Grievance Processing

Reasonable time while on duty shall be permitted to a Local #50 representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed-to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.09 - Representation

An officer shall present a grievance personally at Step 1 of this procedure. During any step of the procedure after Step 1, however, the officer may be represented by Local #50. Grievance

settlements shall be reduced to writing and signed by the Employer, Local #50 and the grievant(s).

ARTICLE 6 - HOURS AND OVERTIME

Section 6.01 - Work Period

The Employer and Local #50 agree that the Sheriff shall retain the right to establish the scheduled workday which will consist of no more than twelve (12) consecutive hours of work in any twenty-four-hour (24-hour) period, with the exception of shift rotations. At no time will an officer be regularly scheduled to work consecutive shifts.

The normal work period for officers covered by this Agreement shall be defined as twenty-eight (28) consecutive days beginning at 12:01 a.m. on a Sunday. The normal work period shall consist of one hundred sixty (160) scheduled work hours in a twenty-eight day (28-day) period for employees working an eight (8) or ten-hour (10-hour) hour schedule.

Overtime compensation shall be given for all hours in excess of the scheduled workday as established by the Sheriff, or work period, in accordance with the Fair Labor Standards Act.

The annual basic work schedule assignments for the upcoming year shall be completed and posted by November 30th to assist facilitation of vacation selection as provided in Section 9.03 of this Agreement.

Section 6.02 - Overtime

Officers covered by this Agreement shall be compensated at the premium-compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of the work period described above. "Straight-time hourly rate" shall be defined as the officer's base annual wage divided by 2,080 hours. Employees covered by this Agreement working an eight-hour (8-hour) or ten-hour (10-hour) work schedule shall be compensated at the straight-time rate of pay for each and every hour worked as part of the regular eight hour (8-hour) or ten hour (10-hour) schedule (one hundred sixty (160) hours in a twenty-eight day (28-day) period/eighty (80) straight-time hours per two-week (2-week) pay-period). The Sheriff has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however, vacation leave and compensatory time shall be included in computing the time worked in a work period for the purpose of overtime payment.

Section 6.03 - Compensatory Time

Officers shall have the right to choose whether to be compensated for overtime worked by cash payments or compensatory time off. Management reserves the right to buyout compensatory time as set forth in this section.

All claims for compensatory time or cash overtime shall be made within five (5) calendar days after the time worked. If an assignment is two or more consecutive days in length, the claim shall be made within five (5) calendar days after the final day of the assignment.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated and paid at the same rate as overtime pay. The maximum accumulation of compensatory time shall be four hundred-eighty (480) hours.

Section 6.04 - Premium Compensation

For the purposes of this Agreement, "premium compensation" is defined as any rate of compensation in excess of an employee's regular straight-time rate of compensation. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement and shall be based on hours actually worked. There shall be no pyramiding of premium compensation. "No pyramiding of premium compensation" means that premium compensation shall not be made more than once for the same hours under any provision of this Agreement.

Section 6.05 - Use of Compensatory Time

Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. Compensatory time off shall be taken in such blocks of time which are mutually agreeable to the Employer and the employee. Compensatory time use may be restricted when the operations of the Sheriff's Department are impaired as provided by the Fair Labor Standards Act.

Notwithstanding the above, if any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 - Call Back

A call-back is an official assignment of work that does not continuously precede or follow an officer's regularly scheduled work hours. Officers reporting back to work on a call-back shall be compensated for a minimum of two hours at the overtime rate of pay or be compensated for actual hours worked at the overtime rate of pay, whichever is higher.

Section 6.07 - Work Schedule

When an employee attends a training session during the time that the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee may be ordered to appear at work prior to or after the training session to complete his/her full work-shift.

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

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

When the Employer must compensate for travel for training, the calculation shall be based upon the distance to and from the St. Clair County Jail (which may be computed by GPS), at a formula of one minute for every mile.

Section 6.08 - Shift Rotations

The employer shall rotate the shifts of employees working ten (10) hour shifts every four (4) twenty-eight (28) day periods (or three times per year) regardless of rank.

ARTICLE 7 - SENIORITY

Section 7.01 - Definition of Seniority

Departmental Seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last date of hire, less any adjustments due to approved layoff, leaves of absence, suspensions or other breaks in continuous service. Departmental seniority shall be used as the basis for computation of vacation, sick leave allowances and the wage matrix.

Divisional Seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last transfer or hire into the division, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Divisional seniority shall be used as the basis for selection of annual vacations and other approved time off if more than one officer has submitted a dated written request for the same time off. If two or more bargaining unit members have the same divisional seniority, departmental seniority shall be used as a tiebreaker. If after the use of departmental seniority there are still ties, alphabetical order of last name shall determine divisional seniority.

For purposes of this article, there are only two (2) divisions: patrol (which includes all assignments given to deputies, i.e., Road Patrol, Investigations, etc.) and corrections. In the event an officer is transferred from one division to the other, he/she enters the new division as the officer with the least divisional seniority; however, the transferred officer does not lose his/her departmental seniority. If the officer then returns to his original division, he/she will retain all his/her service time as if he/she never left the division. If an officer is promoted out of the bargaining unit(s) and then returns, the officer will not receive any divisional seniority credit for the time spent in the promoted rank but will retain the divisional seniority credit for the time originally spent in the division.

Except as otherwise provided herein, seniority for promotion and other purposes is within the control and jurisdiction of the St. Clair County Sheriff's Merit Commission. Promotions shall be administered pursuant to Section 7 of the St. Clair County Merit Commission Rules and Regulations.

Section 7.02 - Computation of Seniority

Consistent with any applicable Merit Commission rules, the computation of seniority shall be subject to the following:

1. Continuous paid service shall include vacations and military service honorably completed.
2. In the event an officer accepts a police disability pension which is later terminated, and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority

Consistent with the currently applicable rules and regulations of the Merit Commission, seniority and the employment relationship shall be terminated when an officer:

1. quits, or
2. is discharged, or
3. retires or is retired, or
4. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within five (5) calendar days after receiving the notice of recall. All notices are to be by certified mail. The Department may at its discretion grant additional time to return to work), or
5. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction, or
6. is absent without notifying the Department in accordance with Sheriff's Department procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present Departmental Seniority dates and Divisional Seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Executive Deputy. If an officer does not file an objection, the list shall stand approved as posted. Said list shall be attached to the Agreement as "Appendix D".

Section 7.05 - Layoffs

Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority within the Division: that is, the person with the least seniority in the Division shall be the first to be laid off. Officers shall be recalled in the order of seniority. Any officer being laid off will receive a written notice at least thirty (30) calendar days prior to its effective date.

ARTICLE 8 - HOLIDAYS

Section 8.01 - Number of Holidays

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

New Year's Day	Veteran's Day	Juneteenth Day
Martin Luther King's Birthday	General Election Day in November	Independence Day
President's Day	(even-numbered years only)	Labor Day
Spring Holiday	Thanksgiving Day	Christmas Eve
Memorial Day	Thanksgiving Friday	Christmas Day

Dates of observance of holidays listed above shall be designated annually by the St. Clair County Board. Employees working a seven-day/twenty-four hour a day schedule shall observe holidays on their legal dates. Employees working a five-day/eight-hour/weekends off/business schedule shall observe the holidays on the dates designated by the St. Clair County Board.

Section 8.02 - Holiday Pay Credit

A. Worked Holiday An eligible officer required to work on an observed holiday, in addition to his/her regular day's pay, shall be credited for the holiday at the rate of time and one-half (1-1/2) for all hours worked on a holiday shift. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday in the calendar year during which the holiday credit was earned.

B. Unworked Holidays An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for eight (8) hours, except an eligible officer who is regularly scheduled to work twelve (12) hour shifts will be compensated at the regular straight-time rate for twelve (12) hours. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday of the calendar year during which the holiday credit was earned.

C. Holiday Pay Rules Only those officers whose shift starts on a holiday are eligible for the extra time-and-a-half holiday pay under subsection A above. Officers who do not work on a holiday and those officers whose shift does not start on a holiday, but still work during a holiday, are entitled to the straight-time pay of their regularly scheduled hours in addition to their regular rate of pay under subsection B above.

D. Use of Holiday Time Officers, with approval, shall have the right to use holiday time prior to the last payday of the calendar year during which the holiday was earned, with the remaining unused holiday time paid with the first payroll check in February of the following year. Officers requesting holiday time off shall receive written approval or denial within five (5) days from the date of the request.

E. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule

would have required him/her to work the holiday, one of the following two provisions will apply:

- (1) if an officer is scheduled off with 72 or more hours advance-of holiday notice, the officer will receive straight-time compensation for the number of hours he/she would have been scheduled to work on the holiday; or
- (2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours' notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc.)

Section 8.03 - Eligibility

In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday.

Section 8.04 - Holiday During Prior Approved Time Off

In the event a holiday occurs when an officer is on prior approved time off, such holiday shall be credited to the officer in accordance with Section 8.02 B, above.

ARTICLE 9 - VACATION

Section 9.01 - Eligibility

All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one year's continuous employment with the Sheriff's Department.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Department without giving two (2) weeks' notice in writing of his/her intention to resign. If a two-week notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year, of employment which he/she worked (e.g., if an officer would have earned 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual

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

- a) from the date of hire until completion of five (5) years of continuous service; eighty (80) hours per year;
- b) from the completion of five (5) years of continuous service: one hundred twenty (120) hours per year;
- c) from completion of twelve (12) years of continuous service; one hundred sixty (160) hours per year;
- d) From completion of twenty (20) years of continuous service; two hundred (200) hours per year.

Section 9.03 - Vacation Scheduling

On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for each shift and unit. Officers shall select vacation leave in one-calendar-week increments, said increments being from 12:00 a.m. Monday to 12:00 a.m. the Monday immediately following, to be taken during the upcoming calendar year. The number of officers permitted off duty at any time shall be determined by division commanders. During the first thirty (30) calendar days the sign-up sheet is posted, divisional seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular week or weeks of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular week for vacation leave, except for requests for the same time periods submitted on the same day. Employees shall be allowed to use compensatory time and holiday time to complete a vacation period.

The requirement to pay overtime to fill a vacancy of an employee utilizing vacation time requested after the annual 30-day period (but not less than 30 days prior to the requested time-off) shall not alone cause the denial of the time-off request.

Notwithstanding the above, supervisor time off shall not impact the approval or denial of employee vacation requested during the annual 30-day period. A master list of all approved vacation time for the year shall be posted on the Local #50 Bulletin Board.

Section 9.04 - Carry-over

Officers shall be permitted to carry over from one anniversary year of continuous service to the next up to one continuous-service years' worth of vacation leave (e.g., if the officer is accumulating vacation leave at the rate of 80 hours for each completed year of continuous service, that officer may carry over no more than 80 hours of vacation leave from one anniversary year to the next). The foregoing may be carried over without filing any written request to do so. For purposes of this Section, anniversary year is defined as beginning with the last hire date of an officer, less any adjustments, until the officer completes one full calendar year of continuous service, and any calendar year thereafter during which the officer is employed on a continuous, full-time basis.

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

Vacation time in excess of that amount permitted to be carried over automatically may be carried over upon written request filed with the Sheriff not later than December 1 of the respective year. Requests for additional carry-over shall be directed to the Sheriff, who shall respond within fourteen (14) calendar days in writing to the officer stating either:

- a. the officer is permitted to carry over additional vacation time, or;
- b. the Employer will not permit such additional carry-over, in which case the Employer shall promptly pay the officer at his/her current rate of pay for such vacation time.

In the event an officer has failed to take vacation time for two years, the Sheriff may advise the officer that he/she must schedule vacation time off within the next ninety (90) calendar days, subject to approval by the Employer. If the officer fails to make a reasonable effort to so schedule vacation time during such 90-day period, the Sheriff shall have the right to assign vacation time off in full-shift increments, unless otherwise mutually agreed by the Employer and the officer.

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

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

ARTICLE 10-SICK LEAVE

Section 10.01 - Amount

All regular, full-time officers shall accumulate five and one-third (5-1/3) hours of sick leave for each month's service. Sick leave may be used for illness, non-duty related disability or injury of the officer.

Section 10.02 - Carryover

Officers shall be able to carry over from one year to another a maximum of two hundred eighty-

eight (288) accumulated sick-leave hours.

Section 10.03 - Posting

In the event of a dispute regarding earned or accrued sick leave, the Employer shall upon request of a Local #50 representative produce within a reasonable time information relating to the officer's earned and/or accrued sick leave.

Section 10.04 - Notification

Officers shall notify their immediate supervisor, or designate, at least two (2) hours prior to the officer's work shift, if the officer is taking sick time. The officer shall also state if the injury is duty-related and the telephone number where he/she can be reached.

Section 10.05 - Ill at Work

Officers becoming ill at work shall immediately notify their duty supervisor. The Shift Supervisor may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician

Written physician's statements may be required from all officers for use of sick leave if requested by the Sheriff or, in his absence, a division administrator or other designee of the Sheriff.

Section 10.07 - Light Duty

Officers that are off duty due to a non-duty related illness are eligible for light duty. An officer with permission of the Sheriff, and with a physician's statement, may return to work on a "light-duty" status. Any officer who applies for "light duty" status and provides the Sheriff with a physician's statement shall not have permission to work on "light duty" status unreasonably withheld, and any denial of permission by the Sheriff shall be reduced to writing and provided to

the officer with an explanation for the basis of the denial within seven (7) days of the officer's application for light duty status. Available light duty may be assigned by the Sheriff in the employee's division (patrol or corrections).

Section 10.08 - Extended Illness/Recovery with no Accumulated Sick Time

If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Sheriff for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance and is subject to the approval of the Sheriff or Under-Sheriff. Approval shall not be unreasonably denied.

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

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery.

Section 10.09 - On-Duty Injury

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

Section 10.10 - Sick-Leave Incentive Pay

Sick leave incentive pay is available to patrol division deputies based on their unused sick time at the end of each year, after a patrol division officer has reached the maximum carry-over amount of thirty-six (36) days. Sick leave incentive pay will be granted in respect to the number of sick days a patrol division officer shall lose on January 1 each year, and will be paid as follows:

In January of each year, a calculation shall be made of each patrol division officer's unused sick leave at the end of his/her last work shift of the previous calendar year.

Each patrol division officer shall be paid for one-half (1/2) of his/her unused sick days in excess of the maximum carry-over amount of thirty-six (36) days.

Sick leave incentive shall be paid to the appropriate patrol division deputies with the first payroll check issued in February of the following year. The amount of payment for unused sick leave is to be calculated at the patrol division officer's rate of pay in effect on the last payday in the calendar year during which the sick days were earned.

Section 10.11 - Sick Leave Taken in Excess of that Accumulated

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

The criteria used for determining whether an officer has "knowingly" taken sick leave in excess of that accumulated by him/her shall depend only upon whether or not the Employer has provided the employee with accurate and current accrued sick leave information using the time clock and/or paycheck methods. When the Employer has met its obligation to provide such information, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

Section 10.12 - Sick Leave Incentive Pay

Each patrol division employee shall be paid for all his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at 50% of the officer's straight time pay rate. In lieu of cash buyout, officers may elect to have these days placed in a bank to be used towards retirement per IMRF regulations. During the first payroll period of February of every year, each patrol division officer shall be paid for one-half of his/her unused sick days in excess of the maximum carry over amount of thirty-six (36) days at the officer's straight time pay rate. The remaining one-half of the unused sick days in excess of the maximum carryover amount of thirty-six (36) days shall be placed in a bank to be used towards retirement per IMRF regulations. The total number of hours in the bank may not exceed those allowable for IMRF retirement purposes. Employees who have bank hours credited as of 1993 shall have these hours added to this bank. Bank hours shall be posted annually following each buyout.

At time of retirement, a patrol division officer may elect to be paid for all his/her unused active sick days (not in the bank) at 50% of the officer's pay rate or have the days used towards retirement per IMRF regulations.

ARTICLE 11 - LEAVE OF ABSENCE

Section 11.01

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

Any employee elected or appointed as an official of the Union or delegate to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay and guarantee re-employment at the end of such period, with the same seniority including vacation rights as of the

time the leave of absence begins.

Section 11.02

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

Section 11.03 - Funeral Leave

In the event of the death of a member of the employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent), a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral, but at no time will this be more than three (3) working days. Employees will be permitted to use accrued and available paid time off for any additional days needed for the funeral leave, subject to prior approval from the Sheriff.

Should the death of a family member occur during a vacation period, time off will be allowed either at the end of the vacation or taken at a later date. If the death occurs at the beginning of vacation, the employee shall be allowed to cancel vacation and reschedule at a later date.

Section 11.04 - Personal Day

Each full-time employee of the Sheriff's Department shall receive one (1) personal day per year. Personal days cannot be carried over from one year to the next.

ARTICLE 12 - WAGE RATES

Section 12.01 - Base Wages

Base wages for employees covered under this Agreement shall be in accordance with the following wage schedule.

Rank	January 1, 2020	January 1, 2021 +2.50%	January 1, 2022 +2.50%
Patrol Sergeant	\$81,622	\$83,663	\$85,755
Patrol Master Sergeant	\$86,669	\$88,836	\$91,057
Patrol Lieutenant	\$87,535	\$89,723	\$91,996

Wages shall be retroactive, on all hours paid, to January 1, 2021 for all bargaining unit employees employed on or after this date.

Section 12.02 - Longevity Pay

In addition to base wages under Section 12.01 of this Agreement, an employee with at least five (5) years of service with the Employer shall receive longevity pay in the amount of 5% of the applicable base wages. The Employer and the Union acknowledge and agree that the longevity pay provision/methodology under this Section 12.02 shall not be used as evidence or otherwise held against either party as an ongoing agreed-upon practice in negotiating a successor collective bargaining agreement and in any interest-arbitration thereof.

Notwithstanding any contrary provision in this Agreement, the Employer and the Union agree that calculations attached as Appendix B to this Agreement reflect the longevity increases for all Patrol officers covered by this Agreement that are currently employed as of the signing of the Agreement.

Section 12.03 - Standby Pay

Each officer covered by this Agreement shall receive standby pay in the amount of four hundred sixteen dollars (\$416.00) per year. The method of compensation for standby pay shall be as follows:

For each calendar year, the annual amount of payment shall be divided by the number of pay periods in the calendar year, with the quotient added to each of the officer's paychecks in that year.

If any employee covered by this Agreement challenges the method of standby pay through the U.S. Department of Labor and the Department determines such payment is not consistent with FLSA provisions, then the parties agree to use the provisions set forth in Article 18 of this Agreement.

Section 12.04 - Divisional Transfer

Officers transferred from (1) the Corrections Division to the Patrol Division; or (2) the Metro Division to Patrol Division, will, for the first six months of their divisional probation period, remain on their former division Pay Scale at their current step. After completion of six months of service in the new division, the officer will have his/her salary increased to an amount equal to half of the difference between their former division pay and the step on the new division Pay Scale coinciding with their total years of service with the Sheriff's Department. Upon successful completion of the divisional probation, the officers shall be moved to the new division Pay Scale to the step coinciding with their total years of service with the Sheriff's Department.

Section 12.05 - Education Incentive

Officers covered by this Agreement shall receive incentive pay for advanced degrees, which have been awarded to an officer, and reported by the officer to the executive deputy, by January 1st of each year, according to the following schedule:

Bachelor's Degree: \$700/year
Master's Degree: \$850/year

Advanced degrees will be in a law-enforcement-related field and must be approved by the Sheriff in order for education-incentive pay to be awarded.

Education-incentive pay will be paid on a prorated basis, with the total amount of education-incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education-incentive pay shall be considered bonus pay and will not be calculated into base pay.

ARTICLE 13 - CLOTHING/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances

All uniformed officers covered by this Agreement shall receive a yearly clothing-maintenance allowance of seven hundred eighty-six dollars (\$786.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Sheriff or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms.

Each investigator shall receive nine hundred forty-two dollars (\$942.00) per year for purchase and maintenance of appropriate clothing for the performance of his/her duties.

Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms and clothing being clean/laundered and neat in appearance.

Clothing or clothing-maintenance allowance will be paid annually in addition to an officer's base salary.

Clothing or clothing-maintenance allowance will be paid on a prorated basis, with the total amount of the allowance divided by the number of pay periods in a calendar year and the quotient added to each officer's paycheck for that year.

The Employer shall be responsible for the cost of the initial issue of any mandatory uniform and equipment changes, in addition to any standard issue of uniforms and equipment as currently provided by this article.

Section 13.02 - Equipment Replacement

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the

officer is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

Section 13.03 - Ballistic Protection Vests

Officers shall be provided with proper fitting ballistic protection vests, without cost to the officer, in accordance with National Institute of Justice (NIJ) guidelines. Such vests shall be replaced every five years or sooner if called for by *NIJ* guidelines. The minimum level of protection of such vests shall be the level of protection required to stop a bullet fired from the largest caliber of weapon routinely carried by officers. Vests shall be worn according to department policy.

ARTICLE 14 – WORKING OUT OF CLASSIFICATION

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

Any patrol officer who is required to work as a floor supervisor will be paid the difference in salary, such salary adjustment to be made at the end of each month to reflect the time actually worked as floor supervisor. A request form will be completed by the officer each month and signed by the division administrator.

ARTICLE 15 - HEALTH, WELFARE AND RETIREMENT PLANS

Employer agrees to provide health, welfare and pension plans consistent with the county-wide fringe benefit package. Officer contributions toward the cost of the benefit package will be consistent with county-wide policies and practices.

Any changes in benefits that are consistent with county-wide policies and practices will not be subject to impact bargaining during the term of this Agreement. Any increases in the cost of employee contributions to health and welfare premiums shall be based upon factors pertaining to actual costs of providing health and welfare benefits.

The Employer shall continue to make it share of the contributions to Illinois Municipal Retirement Fund (IMRF) and the Sheriff's Law Enforcement Personnel Plan (SLEP) for all eligible Officers covered hereunder as required by Illinois law.

All Officers currently participating in the SLEP pension plan as of the commencement date of this agreement (1/1/20) shall continue to participate in the SLEP pension plan.

ARTICLE 16 - GENERAL PROVISIONS

Section 16.01 - Local #50 Visits

Upon prior permission of the Sheriff, authorized representatives Local #50 shall be permitted to

visit the Department during working hours to talk with officers of Local #50 and/or representatives of the Sheriff concerning matters covered by this Agreement.

Section 16.02 - Review of Records

Upon prior written approval of the Sheriff, Local #50 or a designated representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.03 - Bulletin Boards

The Employer shall provide Local #50 with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of Local #50.

Section 16.04 - Definitions

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

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

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

YEARS OF SERVICE is defined as the number of years an officer has worked for the Employer.

Section 16.05 - Testing

Drug and alcohol testing in the Department shall be conducted consistent with Appendix C.

Section 16.06 - Fitness for Duty

A joint committee shall be formed with an equal number of management and union employees to review and recommend a fitness testing program to the Sheriff.

Section 16.07 - Residency

Officers shall comply with County-wide residency policies.

Section 16.08 - Evaluations

Employees shall receive a quarterly evaluation, created by their direct supervisor, which shall fairly and accurately represent the quality of their work. The aggregate of an employee's last four quarterly scores shall account for 100% of their performance evaluation score that is used for

promotional purposes. All issues related to the administration of such evaluations which may arise henceforth shall be addressed and resolved by mutual agreement through Labor/Management meetings. Disputes over evaluation scores may not be grieved; they may be appealed to the Sheriff, but not beyond the Sheriff. The Sheriff shall have the ability to adjust evaluation scores should he decide to do so.

Section 16.09 - Safety

The Employer shall strive to provide employees with a reasonable safe work environment, so far as it is feasible under the circumstances.

ARTICLE 17 - OFFICERS' RIGHTS

Section 17.01 - Internal Investigation

If the investigation or interrogation of a law enforcement officer results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action the Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

The Employer agrees to provide at least seventy-two (72) hours prior notice for any disciplinary interview or pre-disciplinary interview/meeting, unless an emergency situation exists. Officers may be represented by a Local #50 representative at any such meeting, in addition to representation provided under the Uniform Peace Officer's Disciplinary Act, when requested by an officer. A reasonable time period will be provided in order to such representation to arrive.

Section 17.02 - Personnel Files

An official personnel file for each officer shall be maintained by the Sheriff at a central location. Each officer shall provide Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files no more than quarterly, unless involved in matter requiring greater access, subject to prior notification to the Sheriff. Officers may also copy any part of the information found in the personnel file, subject to reasonable charges for said copies. With an employee's written authorization, a Local #50 representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Sheriff.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by a superior officer) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification

The Employer shall hold officers harmless from payment for damages or judgments which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

ARTICLE 18 - SAVINGS PROVISION-PARTIAL INVALIDITY

Section 18.01 - Savings Provision

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

Section 18.02 - Partial Invalidity

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

ARTICLE 19 - COMPLETE AGREEMENT

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

ARTICLE 20 - LABOR-MANAGEMENT CONFERENCES

Section 20.01 - Advance Request

Local #50 and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Local #50 representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent. When an issue of employee or workplace safety is the topic of discussion, the parties agree to waive the seven

(7) day notice period and address the subject at the earliest possible time. It is further understood that complaints of unsafe working conditions shall be filed with the reporting employee's supervisor, with copies forwarded to the division commander and the Sheriff, as soon as possible after the event giving rise to the complaint.

Section 20.02 - Exclusive of Grievances

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

ARTICLE 21 - DUES DEDUCTION AND INDEMNIFICATION

Section 21.01 - Dues Deductions

Bargaining unit employees who want Local #50 dues automatically deducted from their paychecks must submit the necessary authorization to the Employer on a form provided by the Employer. Upon receiving that authorization, the Employer shall deduct the authorized amount, including any authorized increases, from the employee's paycheck and shall remit that amount to the Local #50 at the address designated in advance by the Local #50. The Local #50 shall notify the Employer in writing of any increases in Local #50 dues at least thirty (30) calendar days in advance of the increase taking effect. Any and all Employee inquiries regarding Local #50 membership requirements and procedures shall be directed by the Employer exclusively to the Local #50.

Section 21.02 - Incorporation of Relevant Law

The Employer and the Local #50 are cognizant of, and agree to adhere to, the statutory provisions of the Illinois Public Labor Relations Act, as well as the rules and regulations promulgated by the Illinois Public Labor Relations Board. The Act and the implementing rules and regulations are hereby incorporated into this Agreement. If those rules and regulations are rescinded by the Illinois Public Labor Relations Board or otherwise become inoperative, this Article will also become inoperative, and the parties shall immediately commence negotiations over a new article addressing Local #50 dues.

Section 21.03 - Indemnification

The Local #50 shall indemnify and hold the Employer harmless from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

Section 21.04 - Confirmation of Payment Report

The Local #50 shall provide the Employer with satisfactory proof of the amount of the membership dues payments of employees at least annually.

Section 21.05 - Employee Deduction Report

A list of employees and the amount deducted from their paycheck shall be supplied by the Employer to the Local #50.

ARTICLE 22 - DURATION

Section 22.01 - Term of Agreement

This Agreement shall be effective from January 1, 2020 and shall remain in full force and effect until December 31, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days or later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 22.02 - Continuing Effect

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

Section 22.03 - Notifications by Certified Mail

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

Section 22.04 - Impasse Resolution

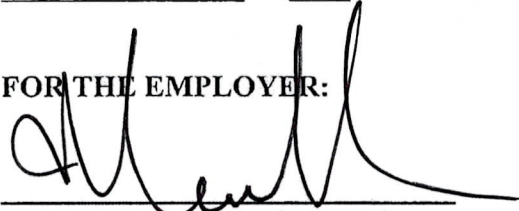
The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

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FOR THE SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE

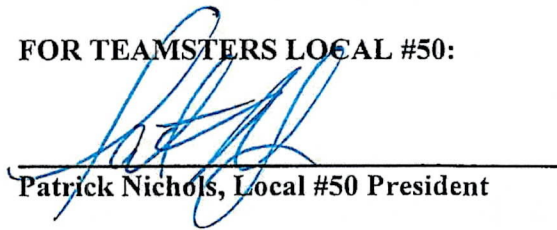
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 1 day of June, 20 22.

FOR THE EMPLOYER:



Chairman, St. Clair County Board

FOR TEAMSTERS LOCAL #50:



Patrick Nichols, Local #50 President



Sheriff, St. Clair County



Attest (seal)

APPENDIX C – DRUG TESTING

Section 1 - Drug Testing (Statement of Policy)

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty and to observe the laws they are employed to enforce concerning the use of drugs and alcohol, both on and off duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 2 - Prohibitions

Employees shall be prohibited from:

- a) consuming or possessing alcohol on duty or being under the influence of alcohol while on duty, except in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization.
- b) possession use or being under the influence while on duty of any controlled substances or cannabis.
- c) use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee.
- d) possession of, or selling, purchasing or delivering any illegal drug or controlled substance/cannabis except as part of an authorized criminal investigation.
- e) failing to report to their immediate supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking.

Section 3 - Drug and Alcohol Testing Permitted

- a) Where the Employer has reasonable suspicion that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Supervisory personnel who are not members of the bargaining unit shall ascertain whether reasonable suspicion concerning the affected employee exist prior to any order to submit to the testing authorized herein.
- b) The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy provided to the employee in writing prior to the test being ordered.
- c) Employees shall be mandated for testing in post-traffic accidents or critical incidents.
- d) The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire, or for any probationary employee during the probationary period.
- e) All tested permitted under the provisions of this Appendix shall be performed pursuant to Section 5.

Section 4 - Order to Submit to Testing

At the time an employee is ordered to submit to testing based upon reasonable suspicion, the Employer shall provide the employee with a written notice of the order, setting forth facts and the reasonable inferences drawn from those facts which have formed the basis of the Employer's suspicion. The employee shall be permitted to consult with a representative of

Local #50 at the time the order is given, provided the unavailability of a Local #50 representative shall not serve as a basis for the delay of a test when ordered. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 - Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a) use a breathalyzer as authorized and certified by the Illinois Department of Public Health by a certified breathalyzer operator;
- b) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the employees' right to privacy and to insure a high degree of security for the sample and its freedom from adulteration;
- f) confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a qualified clinical laboratory or hospital facility of the employee's own choosing, and at the employee's own expense, within forty-eight (48) hours of the test results;
- h) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- i) insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and the officer shall be compensated for any period he was relieved from duty, provided that the foregoing shall not restrict the right to discipline an employee for violations of Section 2; both the initial and confirmatory test results are positive for the same sample;
- j) For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of a drug or controlled substance found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present.
- k) For the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate the employee to be under the influence of alcohol (note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .04

demonstrate that the employee was under the influence but the Employer shall bear the burden of proof in such cases);

- l) provide that all drug testing be performed by licensed professionals that are not St. Clair County employees;
- m) The parties agree that should any information concerning such testing, or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in a manner adverse to the employee's interests;

Section 6 - Right to Contest

Local #50 and/or the employee, with or without Local #50, shall have the right to file a grievance contesting any testing permitted by this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that the employees may have with regard to such testing.

Section 7 - Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than that the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8 - Random Drug Testing

The Sheriff may institute random drug testing. At any time, random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods procedures mutually agreed to by the parties and shall not exceed thirteen (13) officers per month. Selection shall be made from a pool containing all sworn officers (Patrol and Corrections) except as otherwise provided in this Appendix.

Local #50 has the right to have one (1) representative present at the random drawing. Upon completion of the testing, the names of the persons tested shall be returned to the pool from which the next random sampling is chosen.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full-time officer. Nothing in this Appendix shall limit the right of the Sheriff to conduct such tests of persons seeking employment as an employee prior to their date of hire.

Section 9 - Discipline

- a) An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer because the employee voluntarily sought treatment. The foregoing is conditioned upon:
 - (1) the employee agreeing to appropriate treatment as determined by the Substance Abuse Professional(s) involved;
 - (2) the employee discontinues his use of illegal drugs or abuse of alcohol;
 - (3) the employee completes the course of treatment prescribed, including an "after-care" group for a period determined by the Substance Abuse Professional(s) prescribing such after-care;
 - (4) the employee agrees to submit to random testing during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol shall be subject to discipline, up to and including discharge.

- b) Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing shall be grounds for discipline up to and including termination.
- c) Any officer who tests positive for the presence of illegal drugs or alcohol on both the preliminary and confirmatory tests shall be subjected to discipline up to and including termination from the department.
- d) Any officer who is found to be under the influence of illegal drugs or alcohol during working hours shall be subjected to discipline up to and including termination from the department. In conducting testing authorized by this Section, the County shall follow the guidelines as established in Section 5 of this Appendix.

The foregoing shall not be construed as an obligation of the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave if available, or take an unpaid leave of absence, where no paid leave time is available, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct, provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with the employee's ability to perform his normal duties may be temporarily reassigned to another more suitable law enforcement duty, when available.

Section 10 - Call Out Procedure

The Employer and the Local #50 recognizes that employees may be placed in a conflict where an employee not on standby, and therefore, not prohibited from consuming alcohol or

controlled substances pursuant to a prescription while off duty, is subject to an emergency call out during unscheduled, off-duty hours. Where an employee is notified of any emergency call out during unscheduled, off-duty time when not assigned to stand-by, the following procedures shall apply:

- a) The employee called out shall inform the department representative notifying him if he has consumed alcohol or any lawful drugs or medications during the day preceding the call out, and the extent of impairment to performing duty.
- b) The department representative in charge of the call out shall determine the employee's condition and fitness for duty, and either assign him to duty, or if the employee is determined to be unfit to work, shall advise the employee, by telephone, that he will not be authorized to work.
- c) Any employee who reports for call out without complying with (a) above, shall not be allowed to work if he appears to be impaired or under the influence, and may be subject to testing hereunder where reasonable suspicions exist.

**TEAMSTERS, AUTOMOTIVE, PETROLEUM
and ALLIED TRADES LOCAL #50**

and

**ST. CLAIR COUNTY BOARD/
ST. CLAIR COUNTY SHERIFF'S DEPARTMENT**



CORRECTIONAL OFFICER UNIT

January 1, 2020 to December 31, 2022

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PREAMBLE

This Agreement is entered into by and between the County Board and the Sheriff of St. Clair County, Illinois (herein referred to as the "EMPLOYER") and Teamsters, Automotive, Petroleum and Allied Trades Local #50 (hereinafter referred to as the "Local #50").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and Local #50; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Sheriff's Department.

It is the Employer's and Local #50's desire to provide the people of St. Clair County, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

ARTICLE 1 - RECOGNITION

Section 1.01

The Employer recognizes Local #50 as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all full-time and part-time Correctional Department employees of the County of St. Clair and Sheriff of St. Clair County in the following ranks: Sergeant, Master Sergeant, and Lieutenant as certified by the Illinois State Labor Relations Board in Case No. S-UC-19-166. All other positions shall be EXCLUDED from the above described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 (et al.).

Section 1.02

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

Employees transferred from the Patrol division to the Corrections division also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their former division as soon as there is an opening at their former position.

Employees transferred from the Corrections division to the Patrol Division shall also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their original position in the Corrections division as soon as there is an opening at their former position.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

Local #50 recognizes that the Employer possesses the sole and exclusive right to operate and direct the officers of the St. Clair County Sheriff's Department, in all aspects, including, but not limited to, all rights and authority granted by law. Except as otherwise expressly stated herein, St. Clair County policies are not to be considered a part of this Agreement.

Management rights include, but are not limited to, the right:

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

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

Section 2.02 - Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity shall seek prior approval for such employment from the Employer.

Any employee working for an entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute, a conflict of interest with employment for St. Clair County. Should the Employer determine that an officer's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

Section 2.03 - Civil Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Local #50 representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3 - NO STRIKE

Section 3.01 - No-Strike Commitment

During the term of this Agreement, neither Local #50 nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations

In the event of action prohibited by Section 3.01 above, Local #50 immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Local #50, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Local #50 Liability

Upon the failure of Local #50 to comply with the provisions of Section 3.02 above, any agent or official of Local #50 who is an officer covered by this Agreement shall be subject to the

provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers

Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4 - NONDISCRIMINATION

Section 4.01

Neither the Employer nor Local #50 shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws. All claims of discrimination must be pursued thru the appropriate administrative agency and are not grievable.

ARTICLE 5 – DISCIPLINE AND GRIEVANCE PROCEDURE

Section 5.01

Post-probationary employees shall be disciplined and/or discharged only for just cause.

The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

Disciplinary action shall be limited to the following:

1. Oral warning;
2. Written reprimand;
3. Suspensions;
4. Discharge.

All discipline shall be subject to the below grievance procedures except for oral warnings, which may be grieved but will not advance beyond the Sheriff as defined in Step 3 of the procedures. The Union shall have the right to submit a written rebuttal to the Sheriff for oral warnings, which are not withdrawn or settled at Step 3, and the written rebuttal shall remain in the employee's file.

The Sheriff's agreement to utilize progressive and corrective disciplinary action does not prohibit the Sheriff from imposing summary discipline, such as suspension or discharge, without proceeding through the progressive steps set forth above, in instances where the nature of the

offense is commensurate with the imposition of such summary discipline (i.e., theft, fighting, violations of the Illinois Criminal Code).

Discipline shall be administered within a reasonable period of time after the completion of the investigation. Discipline shall not be imposed in such a manner as to embarrass the employee in front of his co-workers or the general public.

Progressive discipline shall remain in the employee's file and active for a period of thirty (30) months, at which point the disciplinary offense shall not be counted or applied for purposes of progressive discipline. However, repeat disciplinary offenses for the same violation within the thirty (30) month period shall remain active and subject to additional progressive discipline.

Section 5.02 - Definition

A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or Local #50 on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. Local #50 may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of Local #50, provided the adjustment is not inconsistent with the terms and meaning of this Agreement.

Section 5.03 - General Rules

1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix A. All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.
4. When a grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention

of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected. Responses to the grievance shall be made to the first officer who signed the grievance.

5. Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used by the parties to establish the meaning, interpretation or application of the agreement.

Section 5.04 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 – Immediate Supervisor The grievance shall be raised orally with the affected officers' immediate supervisor who is outside the bargaining unit, within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. Grievances should be raised with the first supervisor/administrator who has the authority to remedy the grievance; however, failure to identify the proper authority shall not be cause to waive the grievance. The supervisor/administrator shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 – Division Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with the division administrator or the administrator's designee. The appeal shall be filed within ten (10) business days after receipt of the Step 1 response, or within ten (10) business days after the Step 1 response was due.

Division administrators shall include the Undersheriff, Chief Deputy, or the Jail Superintendent. Upon receipt of the properly filed written appeal, the appropriate division administrator or the administrator's designee shall meet with the officer to review the grievance. Within ten (10) business days of the receipt of the Step 2 appeal, the administrator will render a decision in writing to the officer.

Step 3 – Sheriff If the grievance is not resolved at Step 2, a written appeal may be filed with the Sheriff. The written appeal will be filed within ten (10) business days after the receipt of the Step 2 response, or within ten (10) business days after the Step 2 response was due.

Within ten (10) business days after receipt of the properly filed, written grievance, the Sheriff or his designee shall meet with the grievant and/or Local #50 to review the complaint. The Sheriff will issue a decision regarding the grievance within ten (10) business days after the meeting with the grievant.

Step 4 – Labor-Management Committee If the grievance is not resolved at Step 3, the written grievance may be appealed to the St. Clair County Board's Labor-Management Committee within ten (10) business days of the date of the Step-3 response, or within ten (10) business days after the Step-3 response was due.

The Labor-Management Committee or its designee shall schedule a meeting on the grievance within thirty days after it receives the grievance, unless unusual circumstances arise. The meeting shall be closed to the press and the public. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. Nothing herein shall prevent Local #50 and the Employer from entering into any settlement that would not set a precedent for other grievances. If no settlement is reached, the Committee, or its designee, shall give its response to the grievant(s) within ten (10) business days following the meeting. In any case, Step 4 shall be completed no later than forty-five (45) calendar days after the written grievance is filed at this Step, unless the parties agree to a written extension thereof. If Local #50 has received no response within 45 calendar days, Local #50 may elect to advance the grievance to Step 5 or Step 6.

Step 5 – Mediation If the grievance is not satisfactorily resolved at Step 4, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step 4 response, or within fifteen (15) business days after the Step 4 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent Local #50 and the Employer from entering into any settlement that would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Step 6 – Arbitration If the grievance is not resolved as a result of Step 4 or 5, as the case may be, Local #50 may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-4 response, or within ten (10) business days after the Step 4 response was due, that the grievance be submitted to binding arbitration. The request by Local #50 must be made within ten (10) business days of completion of the last appropriate step. In the event Local #50 requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and Local #50 shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list.

The person whose name remains unstricken from the list shall be the arbitrator.

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

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

Section 5.05 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree, to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.06 - Time Limits

No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 5.04, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's

last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or Local #50 may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Local #50 representative.

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

For the purposes of this Agreement, "business" day shall be defined as a day on which the St. Clair County Building is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 8, Section 8.01, of this Agreement.

Section 5.07 - Waiver of Procedure

Any officer who uses this procedure waives all other review procedures that the officer or Local #50 may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. Local #50 agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.08 - Grievance Processing

Reasonable time while on duty shall be permitted to a Local #50 representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed-to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.09 - Representation

An officer shall present a grievance personally at Step 1 of this procedure. During any step of the procedure after Step 1, however, the officer may be represented by Local #50. Grievance settlements shall be reduced to writing and signed by the Employer, Local #50 and the grievant(s).

ARTICLE 6 - HOURS AND OVERTIME

Section 6.01 - Work Period

The Employer and Local #50 agree that the Sheriff shall retain the right to establish the scheduled workday which will consist of no more than twelve (12) consecutive hours of work in any twenty-four-hour (24-hour) period, with the exception of shift rotations. At no time will an officer be regularly scheduled to work consecutive shifts.

The normal work period for officers covered by this Agreement shall be defined as twenty-eight (28) consecutive days beginning at 12:01 a.m. on a Sunday. The normal work period shall consist of one hundred sixty (160) scheduled work hours in a twenty-eight day (28-day) period for employees working an eight (8) or ten-hour (10-hour) hour schedule. The normal work period shall consist of one-hundred sixty-eight (168) scheduled work hours in a twenty-eight day (28-day) period for employees working a twelve hour (12-hour) schedule.

Overtime compensation shall be given for all hours in excess of the scheduled workday as established by the Sheriff, or work period, in accordance with the Fair Labor Standards Act.

The annual basic work schedule assignments for the upcoming year shall be completed and posted by November 30th to assist facilitation of vacation selection as provided in Section 9.03 of this Agreement.

Section 6.02 - Overtime

Officers covered by this Agreement shall be compensated at the premium-compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of the work period described above. "Straight-time hourly rate" shall be defined as the officer's base annual wage divided by 2,080 hours. Employees covered by this Agreement working an eight-hour (8-hour) or twelve-hour (12-hour) work schedule shall be compensated at the straight-time rate of pay for each and every hour worked as part of the regular eight hour (8-hour) schedule (one hundred sixty (160) hours in a twenty-eight day (28-day) period/eighty (80) straight-time hours per two-week (2-week) pay-period) or twelve-hour (12-hour) schedule (one hundred sixty-eight (168) hours in a twenty-eight-day (28-day) period / eighty-four (84) straight-time hours per two-week (2-week) pay-period). The Sheriff has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however, vacation leave and compensatory time shall be included in computing the time worked in a work period for the purpose of overtime payment.

Section 6.03 - Compensatory Time

Officers shall have the right to choose whether to be compensated for overtime worked by cash

payments or compensatory time off. Management reserves the right to buyout compensatory time as set forth in this section.

All claims for compensatory time or cash overtime shall be made within five (5) calendar days after the time worked. If an assignment is two or more consecutive days in length, the claim shall be made within five (5) calendar days after the final day of the assignment.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated and paid at the same rate as overtime pay. The maximum accumulation of compensatory time shall be four hundred-eighty (480) hours.

Section 6.04 - Premium Compensation

For the purposes of this Agreement, "premium compensation" is defined as any rate of compensation in excess of an employee's regular straight-time rate of compensation. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement and shall be based on hours actually worked. There shall be no pyramiding of premium compensation. "No pyramiding of premium compensation" means that premium compensation shall not be made more than once for the same hours under any provision of this Agreement.

Section 6.05 - Use of Compensatory Time

Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. Compensatory time off shall be taken in such blocks of time which are mutually agreeable to the Employer and the employee. Compensatory time use may be restricted when the operations of the Sheriff's Department are impaired as provided by the Fair Labor Standards Act.

Notwithstanding the above, if any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 - Call Back

A call-back is an official assignment of work that does not continuously precede or follow an officer's regularly scheduled work hours. Officers reporting back to work on a call-back shall be compensated for a minimum of two hours at the overtime rate of pay or be compensated for actual hours worked at the overtime rate of pay, whichever is higher.

Section 6.07 - Work Schedule

When an employee attends a training session during the time that the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee may be ordered to appear at work prior to or after the training session to complete his/her full work-shift.

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

When an employee attends a training session for the purpose of teaching the session, the employee's scheduled teaching time shall be compensated at twenty-five dollars (\$25.00) per hour. Any employee scheduled to teach a training session shall be scheduled to do so only on off-duty time.

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

When the Employer must compensate for travel for training, the calculation shall be based upon the distance to and from the St. Clair County Jail (which may be computed by GPS), at a formula of one minute for every mile.

Section 6.08 - Shift Rotations

The employer shall rotate the shifts of employees working twelve (12) hour shifts every four (4) twenty-eight (28) day periods (or three times per year) regardless of rank.

ARTICLE 7 - SENIORITY

Section 7.01 - Definition of Seniority

Departmental Seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Departmental seniority shall be used as the basis for computation of vacation, sick leave allowances and the wage matrix.

Divisional Seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last transfer or hire into the division, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Divisional seniority shall be used as the basis for selection of annual vacations and other approved time off if more than one officer has submitted a dated written request for the same time off. If two or more bargaining unit members have the same divisional seniority, departmental seniority shall be used as a tiebreaker. If after the use of departmental seniority there are still ties, alphabetical order of last name shall determine divisional seniority.

For purposes of this article, there are only two (2) divisions: patrol (which includes all assignments given to deputies, i.e., Road Patrol, Investigations, etc.), and corrections. In the event an officer is transferred from one division to the other, he/she enters the new division as the officer with the least divisional seniority; however, the transferred officer does not lose his/her departmental seniority. If the officer then returns to his original division, he/she will retain all his/her service time as if he/she never left the division. If an officer is promoted out of the bargaining unit(s) and then returns, the officer will not receive any divisional seniority credit for the time spent in the promoted rank but will retain the divisional seniority credit for the time originally spent in the division.

Except as otherwise provided herein, seniority for promotion and other purposes is within the control and jurisdiction of the St. Clair County Sheriff's Merit Commission. Promotions shall be administered pursuant to Section 7 of the St. Clair County Merit Commission Rules and Regulations.

Section 7.02 - Computation of Seniority

Consistent with any applicable Merit Commission rules, the computation of seniority shall be subject to the following:

1. Continuous paid service shall include vacations and military service honorably completed.

2. In the event an officer accepts a police disability pension which is later terminated, and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority

Consistent with the currently applicable rules and regulations of the Merit Commission, seniority and the employment relationship shall be terminated when an officer:

1. quits, or
2. is discharged, or
3. retires or is retired, or
4. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within five (5) calendar days after receiving the notice of recall. All notices are to be by certified mail. The Department may at its discretion grant additional time to return to work), or
5. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction, or
6. is absent without notifying the Department in accordance with Sheriff's Department procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present Departmental Seniority dates and Divisional Seniority dates for all officers covered by this Agreement attached as Appendix C, which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Executive Deputy. If an officer does not file an objection, the list shall stand approved as posted. Said list shall be attached to the Agreement as "Appendix D".

Section 7.05 - Layoffs

Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority within the Division: that is, the person with the least seniority in the Division shall be the first to be laid off. Officers shall be recalled in order of seniority. Any officer being laid off will receive a written notice at least thirty (30) working days prior to its effective date.

ARTICLE 8 - HOLIDAYS

Section 8.01 - Number of Holidays

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

New Year's Day	Veteran's Day	Juneteenth Day
Martin Luther King's Birthday	General Election Day in November	Independence Day
President's Day	(even-numbered years only)	Labor Day
Spring Holiday	Thanksgiving Day	Christmas Eve
Memorial Day	Thanksgiving Friday	Christmas Day

Dates of observance of holidays listed above shall be designated annually by the St. Clair County Board. Employees working a seven-day/twenty-four hour a day schedule shall observe holidays on their legal dates. Employees working a five-day/eight-hour/weekends off/business schedule shall observe the holidays on the dates designated by the St. Clair County Board.

Section 8.02 - Holiday Pay Credit

A. Worked Holiday An eligible officer required to work on an observed holiday, in addition to his/her regular day's pay, shall be credited for the holiday at the rate of time and one-half (1-1/2) for all hours worked on a holiday shift. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday in the calendar year during which the holiday credit was earned.

B. Unworked Holidays An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for eight (8) hours, except an eligible officer who is regularly scheduled to work twelve (12) hour shifts will be compensated at the regular straight-time rate for twelve (12) hours. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday of the calendar year during which the holiday credit was earned.

C. Holiday Pay Rules Only those officers whose shift starts on a holiday are eligible for the extra time-and-a-half holiday pay under subsection A above. Officers who do not work on

a holiday and those officers whose shift does not start on a holiday, but still work during a holiday, are entitled to the straight-time pay of their regularly scheduled hours in addition to their regular rate of pay under subsection B above.

D. Use of Holiday Time Officers, with approval, shall have the right to use holiday time prior to the last payday of the calendar year during which the holiday was earned, with the remaining unused holiday time paid with the first payroll check in February of the following year. Officers requesting holiday time off shall receive written approval or denial within five (5) days from the date of the request.

E. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would have required him/her to work the holiday, one of the following two provisions will apply:

- (1) if an officer is scheduled off with 72 or more hours advance-of holiday notice, the officer will receive straight-time compensation for the number of hours he/she would have been scheduled to work on the holiday; or
- (2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours' notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc.)

Section 8.03 - Eligibility

In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday.

Section 8.04 - Holiday During Prior Approved Time Off

In the event a holiday occurs when an officer is on prior approved time off, such holiday shall be credited to the officer in accordance with Section 8.02 B, above.

ARTICLE 9 - VACATION

Section 9.01 - Eligibility

All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one year's continuous employment with the Sheriff's Department.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns

from the employment of the Department without giving two (2) weeks' notice in writing of his/her intention to resign. If a two-week notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year, of employment which he/she worked (e.g., if an officer would have earned 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual

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

- a) from the date of hire until completion of five (5) years of continuous service; eighty (80) hours per year;
- b) from the completion of five (5) years of continuous service: one hundred twenty (120) hours per year;
- c) from completion of twelve (12) years of continuous service; one hundred sixty (160) hours per year;
- d) From completion of twenty (20) years of continuous service; two hundred (200) hours per year;

Section 9.03 - Vacation Scheduling

On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for each shift and unit. Officers shall select vacation leave in one-calendar-week increments, said increments being from 12:00 a.m. Monday to 12:00 a.m. the Monday immediately following, to be taken during the upcoming calendar year. The number of officers permitted off duty at any time shall be determined by division commanders. During the first thirty (30) calendar days the sign-up sheet is posted, divisional seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular week or weeks of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular week for vacation leave, except for requests for the same time periods submitted on the same day. Employees shall be allowed to use compensatory time and holiday time to complete a vacation period.

The requirement to pay overtime to fill a vacancy of an employee utilizing vacation time requested after the annual 30-day period (but not less than 30 days prior to the requested time-off) shall not alone cause the denial of the time-off request.

Notwithstanding the above, supervisor time off shall not impact the approval or denial of employee vacation requested during the annual 30-day period. A master list of all approved vacation time for the year shall be posted on the Local #50 Bulletin Board.

Section 9.04 - Carry-over

Officers shall be permitted to carry over from one anniversary year of continuous service to the next up to one continuous-service years' worth of vacation leave (e.g., if the officer is accumulating vacation leave at the rate of 80 hours for each completed year of continuous service, that officer may carry over no more than 80 hours of vacation leave from one anniversary year to the next). The foregoing may be carried over without filing any written request to do so. For purposes of this Section, anniversary year is defined as beginning with the last hire date of an officer, less any adjustments, until the officer completes one full calendar year of continuous service, and any calendar year thereafter during which the officer is employed on a continuous, full-time basis.

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

Vacation time in excess of that amount permitted to be carried over automatically may be carried over upon written request filed with the Sheriff not later than December 1 of the respective year. Requests for additional carry-over shall be directed to the Sheriff, who shall respond within fourteen (14) calendar days in writing to the officer stating either:

- a. the officer is permitted to carry over additional vacation time, or;
- b. the Employer will not permit such additional carry-over, in which case the Employer shall promptly pay the officer at his/her current rate of pay for such vacation time.

In the event an officer has failed to take vacation time for two years, the Sheriff may advise the officer that he/she must schedule vacation time off within the next ninety (90) calendar days, subject to approval by the Employer. If the officer fails to make a reasonable effort to so schedule vacation time during such 90-day period, the Sheriff shall have the right to assign vacation time off in full-shift increments, unless otherwise mutually agreed by the Employer and the officer.

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

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

ARTICLE 10 - SICK LEAVE

Section 10.01 - Amount

All regular, full-time officers shall accumulate five and one-third (5-1/3) hours of sick leave for each month's service. Sick leave may be used for illness, non-duty related disability or injury of the officer.

Section 10.02 - Carryover

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

Section 10.03 - Posting

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

Section 10.04 - Notification

Officers shall notify their immediate supervisor, or designate, at least two (2) hours prior to the officer's work shift, if the officer is taking sick time. The officer shall also state if the injury is duty-related and the telephone number where he/she can be reached.

Section 10.05 - Ill at Work

Officers becoming ill at work shall immediately notify their duty supervisor. The Shift Supervisor may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician

Written physician's statements may be required from all officers for use of sick leave if requested by the Sheriff or, in his absence, a division administrator or other designee of the Sheriff.

Section 10.07 - Light Duty

Officers that are off duty due to a non-duty related illness are eligible for light duty. An officer with permission of the Sheriff, and with a physician's statement, may return to work on a "light-duty" status. Any officer who applies for "light duty" status and provides the Sheriff with a physician's statement shall not have permission to work on "light duty" status unreasonably withheld, and any denial of permission by the Sheriff shall be reduced to writing and provided to the officer with an explanation for the basis of the denial within seven (7) days of the officer's application for light duty status. Available light duty may be assigned by the Sheriff in the employee's division (patrol or corrections).

Section 10.08 - Extended Illness/Recovery with no Accumulated Sick Time

If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Sheriff for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance and is subject to the approval of the Sheriff or Under-Sheriff. Approval shall not be unreasonably denied.

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

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery.

Section 10.09 - On-Duty Injury

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

Section 10.10 - Sick-Leave Incentive Pay

Sick leave incentive pay is available to correctional division employees based on their unused sick time at the end of each year, after a correctional division employee has reached the maximum carry-over amount of thirty-six (36) days. Sick leave incentive pay will be granted in respect to

the number of sick days a correctional division employee shall lose on January 1 each year, and will be paid as follows:

In January of each year, a calculation shall be made of each correctional division employee's unused sick leave at the end of his/her last work shift of the previous calendar year.

Each correctional division employee shall be paid for one-half (1/2) of his/her unused sick days in excess of the maximum carry-over amount of thirty-six (36) days.

Sick leave incentive shall be paid to the appropriate correctional division employees with the first payroll check issued in February of the following year. The amount of payment for unused sick leave is to be calculated at the correctional division employee's rate of pay in effect on the last payday in the calendar year during which the sick days were earned.

Section 10.11 - Sick Leave Taken in Excess of that Accumulated

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

The criteria used for determining whether an officer has "knowingly" taken sick leave in excess of that accumulated by him/her shall depend only upon whether or not the Employer has provided the employee with accurate and current accrued sick leave information using the time clock and/or paycheck methods. When the Employer has met its obligation to provide such information, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

Section 10.12 - Sick Leave Incentive Pay

Each corrections division employee shall be paid for all his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at 50% of the officer's straight time pay rate. In lieu of cash buyout, officers may elect to have these days placed in a bank to be used towards retirement per IMRF regulations. During the first payroll period of February of every year, each corrections division employee shall be paid for one-half of his/her unused sick days in excess of the maximum carry over amount of thirty-six (36) days at the officer's straight time pay rate. The remaining one-half of the unused sick days in excess of the maximum carryover amount of thirty-six (36) days shall be placed in a bank to be used towards retirement per IMRF regulations. The total number of hours in the bank may not exceed those allowable for IMRF retirement purposes. Employees who have bank hours credited as of 1993 shall have these hours added to this bank. Bank hours shall be posted annually following each buyout.

At time of retirement, a corrections division employee may elect to be paid for all his/her unused active sick days (not in the bank) at 50% of the officer's pay rate or have the days used towards retirement per IMRF regulations.

ARTICLE 11 - LEAVE OF ABSENCE

Section 11.01

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

Any employee elected or appointed as an official of the Union or delegate to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay and guarantee re-employment at the end of such period, with the same seniority including vacation rights as of the time the leave of absence begins.

Section 11.02

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

Section 11.03 - Funeral Leave

In the event of the death of a member of the employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent), a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral, but at no time will this be more than three (3) working days. Employees will be permitted to use accrued and available paid time off for any additional days needed for the funeral leave, subject to prior approval from the Sheriff.

Should the death of a family member occur during a vacation period, time off will be allowed either at the end of the vacation or taken at a later date. If the death occurs at the beginning of vacation, the employee shall be allowed to cancel vacation and reschedule at a later date.

Section 11.04 - Personal Day

Each full-time employee of the Sheriff's Department shall receive one (1) personal day per year. Personal days cannot be carried over from one year to the next.

ARTICLE 12 - WAGE RATES

Section 12.01 - Base Wages

Base wages for employees covered under this Agreement shall be in accordance with the

following wage schedule.

Rank	January 1, 2020	January 1, 2021 +2.50%	January 1, 2022 +2.50%
Corrections Sergeant	\$72,294	\$74,101	\$75,954
Corrections Master Sergeant	\$75,735	\$77,628	\$79,569
Corrections Lieutenant	\$76,595	\$78,510	\$80,473

Wages shall be retroactive, on all hours paid, to January 1, 2021 for all bargaining unit employees on or after this date.

Section 12.02 - Longevity Pay

In addition to base wages under Section 12.01 of this Agreement, an employee with at least five (5) years of service with the Employer shall receive longevity pay in the amount of 5% of the applicable base wages. The Employer and the Union acknowledge and agree that the longevity pay provision/methodology under this Section 12.02 shall not be used as evidence or otherwise held against either party as an ongoing agreed-upon practice in negotiating a successor collective bargaining agreement and in any interest-arbitration thereof.

Notwithstanding any contrary provision in this Agreement, the Employer and the Union agree that the calculations attached as Appendix A to this Agreement reflect the longevity increases for all Correctional officers covered by this Agreement that are currently employed as of the signing of the Agreement.

Section 12.03 - Divisional Transfer

Officers transferred from (1) the Corrections Division to the Patrol Division; or (2) the Metro Division to Corrections Division, will, for the first six months of their divisional probation period, remain on their former division Pay Scale at their current step. After completion of six months of service in the new division, the officer will have his/her salary increased to an amount equal to half of the difference between their former division pay and the step on the new division Pay Scale coinciding with their total years of service with the Sheriff's Department. Upon successful completion of the divisional probation, the officers shall be moved to the new division Pay Scale to the step coinciding with their total years of service with the Sheriff's Department.

Section 12.04 - Education Incentive

Officers covered by this Agreement shall receive incentive pay for advanced degrees, which have been awarded to an officer, and reported by the officer to the executive deputy, by January 1st of each year, according to the following schedule:

Bachelor's Degree: \$700/year
Master's Degree: \$850/year

Advanced degrees will be in a law-enforcement-related field and must be approved by the Sheriff in order for education-incentive pay to be awarded.

Education-incentive pay will be paid on a prorated basis, with the total amount of education-incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education-incentive pay shall be considered bonus pay and will not be calculated into base pay.

ARTICLE 13 - CLOTHING/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances

All uniformed officers covered by this Agreement shall receive a yearly clothing-maintenance allowance of seven hundred eighty-six dollars (\$786.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Sheriff or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms.

Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms and clothing being clean/laundered and neat in appearance.

Clothing or clothing-maintenance allowance will be paid annually in addition to an officer's base salary.

Clothing or clothing-maintenance allowance will be paid on a prorated basis, with the total amount of the allowance divided by the number of pay periods in a calendar year and the quotient added to each officer's paycheck for that year.

The Employer shall be responsible for the cost of the initial issue of any mandatory uniform and equipment changes, in addition to any standard issue of uniforms and equipment as currently provided by this Article.

Section 13.02 - Equipment Replacement

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person. Incident is to be

documented with immediate supervisor.

ARTICLE 14 – WORKING OUT OF CLASSIFICATION

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

Any correctional officer who is required to work as a floor supervisor will be paid the difference in salary, such salary adjustment to be made at the end of each month to reflect the time actually worked as floor supervisor. A request form will be completed by the officer each month and signed by the division administrator.

ARTICLE 15- HEALTH, WELFARE AND RETIREMENT PLANS

Employer agrees to provide health, welfare and pension plans consistent with the county-wide fringe benefit package. Officer contributions toward the cost of the benefit package will be consistent with county-wide policies and practices.

Any changes in benefits that are consistent with county-wide policies and practices will not be subject to impact bargaining during the term of this Agreement. Any increases in the cost of employee contributions to health and welfare premiums shall be based upon factors pertaining to actual costs of providing health and welfare benefits.

The Employer shall continue to make it share of the contributions to Illinois Municipal Retirement Fund (IMRF) and the Sheriff's Law Enforcement Personnel Plan (SLEP) for all eligible Officers covered hereunder as required by Illinois law.

All Officers currently participating in the SLEP pension plan as of the commencement date of this agreement (1/1/20) shall continue to participate in the SLEP pension plan.

ARTICLE 16-GENERAL PROVISIONS

Section 16.01 - Local #50 Visits

Upon prior permission of the Sheriff, authorized representatives Local #50 shall be permitted to visit the Department during working hours to talk with officers of Local #50 and/or representatives of the Sheriff concerning matters covered by this Agreement.

Section 16.02 - Review of Records

Upon prior written approval of the Sheriff, Local #50 or a designated representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.03 - Bulletin Boards

The Employer shall provide Local #50 with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of Local #50.

Section 16.04 - Definitions

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

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

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

YEARS OF SERVICE is defined as the number of years an officer has worked for the Employer.

Section 16.05 - Testing

Drug and alcohol testing in the Department shall be conducted consistent with Appendix C.

Section 16.06 - Fitness for Duty

A joint committee shall be formed with an equal number of management and union employees to review and recommend a fitness testing program to the Sheriff.

Section 16.07 - Residency

Officers shall comply with County-wide residency policies.

Section 16.08 - Evaluations

Employees shall receive a quarterly evaluation, created by their direct supervisor, which shall fairly and accurately represent the quality of their work. The aggregate of an employee's last four quarterly scores shall account for 100% of their performance evaluation score that is used for promotional purposes. All issues related to the administration of such evaluations which may arise henceforth shall be addressed and resolved by mutual agreement through Labor/Management meetings. Disputes over evaluation scores may not be grieved; they may be appealed to the Sheriff, but not beyond the Sheriff. The Sheriff shall have the ability to adjust evaluation scores should be decide to do so.

Section 16.09 - Safety

The Employer shall strive to provide employees with a reasonable safe work environment, so far

as it is feasible under the circumstances.

ARTICLE 17 - OFFICERS' RIGHTS

Section 17.01 - Internal Investigation

If the investigation or interrogation of a law enforcement officer results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action the Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

The Employer agrees to provide at least seventy-two (72) hours prior notice for any disciplinary interview or pre-disciplinary interview/meeting, unless an emergency situation exists. Officers may be represented by a Local #50 representative at any such meeting, in addition to representation provided under the Uniform Peace Officer's Disciplinary Act, when requested by an officer. A reasonable time period will be provided in order to such representation to arrive.

Section 17.02 - Personnel Files

An official personnel file for each officer shall be maintained by the Sheriff at a central location. Each officer shall provide Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files no more than quarterly, unless involved in matter requiring greater access, subject to prior notification to the Sheriff. Officers may also copy any part of the information found in the personnel file, subject to reasonable charges for said copies. With an employee's written authorization, a Local #50 representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Sheriff.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by a superior officer) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification

The Employer shall hold officers harmless from payment for damages or judgments which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

ARTICLE 18 - SAVINGS. PROVISION-PARTIAL INVALIDITY

Section 18.01 - Savings Provision

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

Section 18.02 - Partial Invalidity

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

ARTICLE 19 - COMPLETE AGREEMENT

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

ARTICLE 20 - LABOR-MANAGEMENT CONFERENCES

Section 20.01 - Advance Request

Local #50 and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Local #50 representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

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

Section 20.02 - Exclusive of Grievances

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

the terms of this Agreement be carried on at such meetings.

ARTICLE 21 - DUES DEDUCTION AND INDEMNIFICATION

Section 21.01 - Dues Deductions

Bargaining unit employees who want Local #50 dues automatically deducted from their paychecks must submit the necessary authorization to the Employer on a form provided by the Employer. Upon receiving that authorization, the Employer shall deduct the authorized amount, including any authorized increases, from the employee's paycheck and shall remit that amount to the Local #50 at the address designated in advance by the Local #50. The Local #50 shall notify the Employer in writing of any increases in Local #50 dues at least thirty (30) calendar days in advance of the increase taking effect. Any and all Employee inquiries regarding Local #50 membership requirements and procedures shall be directed by the Employer exclusively to the Local #50.

Section 21.02 - Incorporation of Relevant Law

The Employer and the Local #50 are cognizant of, and agree to adhere to, the statutory provisions of the Illinois Public Labor Relations Act, as well as the rules and regulations promulgated by the Illinois Public Labor Relations Board. The Act and the implementing rules and regulations are hereby incorporated into this Agreement. If those rules and regulations are rescinded by the Illinois Public Labor Relations Board or otherwise become inoperative, this Article will also become inoperative, and the parties shall immediately commence negotiations over a new article addressing Local #50 dues.

Section 21.03 - Indemnification

The Local #50 shall indemnify and hold the Employer harmless from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

Section 21.04 - Confirmation of Payment Report

The Local #50 shall provide the Employer with satisfactory proof of the amount of the membership dues payments of employees at least annually.

Section 21.05 - Employee Deduction Report

A list of employees and the amount deducted from their paycheck shall be supplied by the Employer to the Local #50.

ARTICLE 22 - DURATION

Section 22.01 - Term of Agreement

This Agreement shall be effective from January 1, 2020 and shall remain in full force and effect until December 31, 2022. It shall continue in effect from year to year thereafter unless notice

of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days or later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 22.02 - Continuing Effect

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

Section 22.03 - Notifications by Certified Mail

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

Section 22.04 - Impasse Resolution

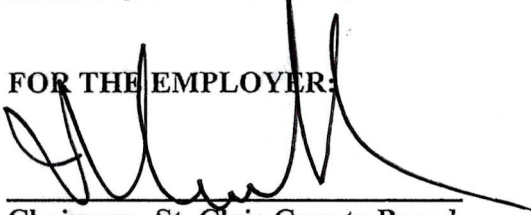
The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

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FOR THE SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE

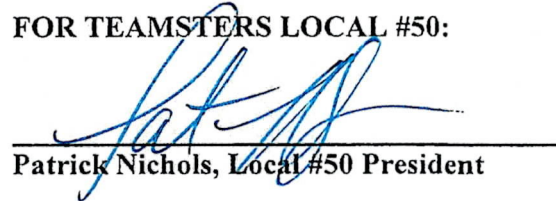
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 1 day of June, 2022.

FOR THE EMPLOYER:



Chairman, St. Clair County Board

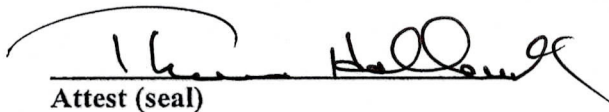
FOR TEAMSTERS LOCAL #50:



Patrick Nichols, Local #50 President



Sheriff, St. Clair County



Attest (seal)

APPENDIX C – DRUG TESTING

Section 1 - Drug Testing (Statement of Policy)

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty and to observe the laws they are employed to enforce concerning the use of drugs and alcohol, both on and off duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 2 - Prohibitions

Employees shall be prohibited from:

- a) consuming or possessing alcohol on duty or being under the influence of alcohol while on duty, except in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization.
- b) possession use or being under the influence while on duty of any controlled substances or cannabis.
- c) use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee.
- d) possession of, or selling, purchasing or delivering any illegal drug or controlled substance/cannabis except as part of an authorized criminal investigation.
- e) failing to report to their immediate supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking.

Section 3 - Drug and Alcohol Testing Permitted

- a) Where the Employer has reasonable suspicion that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Supervisory personnel who are not members of the bargaining unit shall ascertain whether reasonable suspicion concerning the affected employee exist prior to any order to submit to the testing authorized herein.
- b) The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy provided to the employee in writing prior to the test being ordered.
- c) Employees shall be mandated for testing in post-traffic accidents or critical incidents.
- d) The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire, or for any probationary employee during the probationary period.
- e) All tested permitted under the provisions of this Appendix shall be performed pursuant to Section 5.

Section 4 - Order to Submit to Testing

At the time an employee is ordered to submit to testing based upon reasonable suspicion, the Employer shall provide the employee with a written notice of the order, setting forth facts and the reasonable inferences drawn from those facts which have formed the basis of the Employer's suspicion. The employee shall be permitted to consult with a representative of

Local #50 at the time the order is given, provided the unavailability of a Local #50 representative shall not serve as a basis for the delay of a test when ordered. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 - Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a) use a breathalyzer as authorized and certified by the Illinois Department of Public Health by a certified breathalyzer operator;
- b) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the employees' right to privacy and to insure a high degree of security for the sample and its freedom from adulteration;
- f) confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a qualified clinical laboratory or hospital facility of the employee's own choosing, and at the employee's own expense, within forty-eight (48) hours of the test results;
- h) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- i) insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and the officer shall be compensated for any period he was relieved from duty, provided that the foregoing shall not restrict the right to discipline an employee for violations of Section 2; both the initial and confirmatory test results are positive for the same sample;
- j) For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of a drug or controlled substance found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present.
- k) For the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate the employee to be under the influence of alcohol (note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .04

demonstrate that the employee was under the influence but the Employer shall bear the burden of proof in such cases);

- l) provide that all drug testing be performed by licensed professionals that are not St. Clair County employees;
- m) The parties agree that should any information concerning such testing, or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in a manner adverse to the employee's interests;

Section 6 - Right to Contest

Local #50 and/or the employee, with or without Local #50, shall have the right to file a grievance contesting any testing permitted by this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that the employees may have with regard to such testing.

Section 7 - Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than that the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8 - Random Drug Testing

The Sheriff may institute random drug testing. At any time, random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods procedures mutually agreed to by the parties and shall not exceed thirteen (13) officers per month. Selection shall be made from a pool containing all sworn officers (Road and Corrections) except as otherwise provided in this Appendix.

The Union has the right to have one (1) representative present at the random drawing. Upon completion of the testing, the names of the persons tested shall be returned to the pool from which the next random sampling is chosen.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full-time officer. Nothing in this Appendix shall limit the right of the Sheriff to conduct such tests of persons seeking employment as an employee prior to their date of hire.

Section 9 - Discipline

- a) An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer because the employee voluntarily sought treatment. The foregoing is conditioned upon:
 - (1) the employee agreeing to appropriate treatment as determined by the Substance Abuse Professional(s) involved;
 - (2) the employee discontinues his use of illegal drugs or abuse of alcohol;
 - (3) the employee completes the course of treatment prescribed, including an "after-care" group for a period determined by the Substance Abuse Professional(s) prescribing such after-care;
 - (4) the employee agrees to submit to random testing during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol shall be subject to discipline, up to and including discharge.

- b) Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing shall be grounds for discipline up to and including termination.
- c) Any officer who tests positive for the presence of illegal drugs or alcohol on both the preliminary and confirmatory tests shall be subjected to discipline up to and including termination from the department.
- d) Any officer who is found to be under the influence of illegal drugs or alcohol during working hours shall be subjected to discipline up to and including termination from the department. In conducting testing authorized by this Section, the County shall follow the guidelines as established in Section 5 of this Appendix.

The foregoing shall not be construed as an obligation of the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave if available, or take an unpaid leave of absence, where no paid leave time is available, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct, provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with the employee's ability to perform his normal duties may be temporarily reassigned to another more suitable law enforcement duty, when available.

Section 10 - Call Out Procedure

The Employer and the Union recognizes that employees may be placed in a conflict where an employee not on standby, and therefore, not prohibited from consuming alcohol or

controlled substances pursuant to a prescription while off duty, is subject to an emergency call out during unscheduled, off-duty hours. Where an employee is notified of any emergency call out during unscheduled, off-duty time when not assigned to stand-by, the following procedures shall apply:

- a) The employee called out shall inform the department representative notifying him if he has consumed alcohol or any lawful drugs or medications during the day preceding the call out, and the extent of impairment to performing duty.
- b) The department representative in charge of the call out shall determine the employee's condition and fitness for duty, and either assign him to duty, or if the employee is determined to be unfit to work, shall advise the employee, by telephone, that he will not be authorized to work.
- c) Any employee who reports for call out without complying with (a) above, shall not be allowed to work if he appears to be impaired or under the influence, and may be subject to testing hereunder where reasonable suspicions exist.

May 31, 2022

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

County Board Members:

The Salary Claim Sheets for the month of May 2022 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE
St. Clair County Board

May 31, 2022

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

County Board Members:

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

REVIEW OF EXECUTIVE SESSION MINUTES

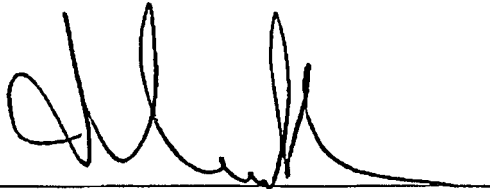
RESOLUTION #2716-22-RT

WHEREAS, Spectrum Mid-America, by Highway Permit 2717 seeks permission and authority to install an aerial communication line along the West side of Frank Scott Parkway West, C.H. 46, Maintenance Section P-66-1, for the first 2,285 feet. Starting approximately 90 feet North of Hickory Bend traveling South to the South side of the intersection of Gateway Industrial Dr. and Frank Scott Parkway. From this point a 70 FT bore under Frank Scott Parkway heading to the East side of the road. Then continuing South for an additional 1,857 feet.

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 No. 2716-22-RT

REVIEWED BY:

State's Attorney's Office

Director of Administration

TRANSPORTATION COMMITTEE

JUDICIARY COMMITTEE

RESOLUTION #2717-22-RT

WHEREAS, the County of St. Clair is proposing the improvement of Structure 082-4024 which carries Old Collinsville Road, County Highway 70, over Richland Creek by preparing a Bridge Condition Report which will provide guidance towards the needed repairs; 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 prepare said report and associated exhibits; and

WHEREAS, the firm of Thouvenot, Wade and Moerchen, Inc., has agreed to prepare said Bridge Condition Report and associated documents as stated hereinbefore, at the estimated cost-plus fixed fee amount of \$21,320.00.

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

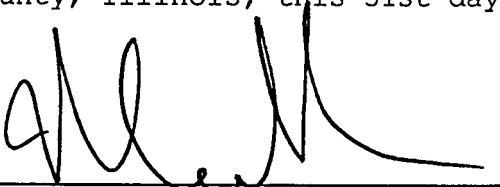
BE IT FURTHER RESOLVED, that, pending approval of the aforesaid agreement by the Illinois Department of Transportation, the Chairman of this Board is authorized and directed to execute the Agreement on behalf of the County, with Thouvenot, Wade and Moerchen, Inc. for engineering work in accordance with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

BE IT FURTHER RESOLVED, that the services to be performed under the above said Engineering Agreement with Thouvenot, Wade and Moerchen, Inc. be a part of the improvement designated Section 22-00276-12-ES; and

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

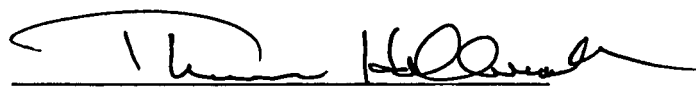
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit four (4) copies of the said Agreement duly executed by the County and four (4) copies of this resolution, duly certified, to the Illinois Department of Transportation, through its Region Five Engineer's Office at Collinsville,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

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



County Board Chairman

Attest



County Clerk

REVIEWED BY:

Resolution No. 2717-22-RT

State's Attorney's Office

Director of Administration

TRANSPORTATION COMMITTEE

JUDICIARY COMMITTEE

FINANCE COMMITTEE



Local Public Agency
Engineering Services Agreement



COPY 

Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
St. Clair County Dept. of Roads & Bridges	St. Clair	22-00276-12-ES	
Project Number	Contact Name	Phone Number	Email
	Randy Georgen	(618) 233-1392	Randy.Georgen@co.st-clair.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Old Collinsville Road	CH 70	0.01	082-4024
Location Termini			
As necessary for minor approach work either side of existing bridge			
Add Location Remove Location			

Project Description

Prepare Bridge Condition Report to address the apparent movement of the south approach slab which is causing gaps and erosion and to investigate the existing concrete deck to determine if repairs or replacement is warranted. Deliverables shall include an estimate of construction cost and a structure load rating, if needed.

Engineering Funding ☐ MFT/TBP ☐ State ☒ Other **Rebuild IL**

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **Rebuild IL**

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Thouvenot, Wade, & Moerchen, Inc	Matt Joost	(618) 624-4488	mjoost@twm-inc.com
Address	City	State	Zip Code
4940 Old Collinsville Road	Swansea	IL	62226

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

☐ Specific Rate _____ (Maximum Fee \$150,000)

☒ Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and hold harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Thouvenot, Wade, & Moerchen, Inc.	037-1042595	\$21,320.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$21,320.00
Total for all work		\$21,320.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type Name of Local Public Agency

By (Signature & Date) By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Title

Clerk

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Thouvenot, Wade, & Moerchen, Inc

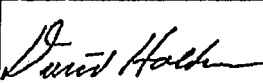
By (Signature & Date)

 4/29/2022

Title

Structural Engineering Leader

By (Signature & Date)

 4/29/2022

Title

Director of Structural Engineering

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency

County

Section Number

St. Clair County Dept. of Roads & Bridges

St. Clair

22-00276-12-ES

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Prepare Bridge Condition Report to address the apparent movement of the south approach slab against the back of the abutment which has resulted in a gap between the north end of the south approach slab and the backside of the abutment cap. This gap has allowed runoff to severely erode the area under the approach pavement. An emergency contract was awarded to Hemmer Construction in April 2022 to place flowable fill in this cavity and seal the gap to stabilize any future erosive action and prevent further deterioration of the approach slab. The study should also examine the condition of the existing concrete deck to determine what repairs are needed or if full replacement is warranted. An estimate of cost, based on your findings, should be included in your analysis.

Deliverables:

- Draft Copy of BLR 05530 for preparation of report and subsequent submittals, using RBI funds as the preliminary engineering funding source.
- Bridge Condition Report
- Structure Load Rating, if needed
- Estimate of Cost based on report conclusions

Anticipated Report Release Date: August 2022

Excluded Services:

- Traffic Control (to be provided by the County)
- Material testing

Local Public Agency

County

Section Number

St. Clair County Dept. of Roads & Bridges

St. Clair

22-00276-12-ES

**EXHIBIT B
PROJECT SCHEDULE**

BCR Due - August 26, 2022

Local Public Agency

County

Section Number

St. Clair County Dept. of Roads & Bridges

St. Clair

22-00276-12-ES

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☐ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
☐ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Myfars (In-house)	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Myfars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐				
☐				
☐				
☐				
☐				
Total Direct Costs				

Local Public Agency

St. Clair County Dept. of Roads & Bridges

County

St. Clair

Section Number

22-00276-12-ES

Exhibit D

Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

RESOLUTION #2718-22-RT

WHEREAS, pursuant to duly published notices, bids were received in the office of the County Engineer, 1415 North Belt West, Belleville, IL. 62226, until 2:30 P.M., May 23, 2022, at which time they were publicly opened and read, for furnishing and applying the following estimated quantities:

- (A) 589,402 SQ YD of ROADWAY CHIP SEAL (COMPLETE)
- (B) 88,085 FOOT of PAINT PAVEMENT MARKING LINE - 4"
- (C) 922 EACH of TEMPORARY RAISED RPAVEMENT MARKER

for the calendar year 2022 as included in Section 22-00000-01-GM (Oil & Chip Seal); and,

WHEREAS, the bids received were as follows:

		<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
DMS Contracting, Inc.	(A)	589,402 sq yd	\$1.85 / sq yd	\$1,090,393.70
10243 Fuesser Road	(B)	88,085 ft	\$0.20 / ft	\$ 17,617.00
PO Box 122	(C)	922 each	\$6.15/ each	\$ 5,670.30
Mascoutah, IL 62258				

TOTAL BID PRICE: \$ 1,113,681.00

Illiana Construction	(A)	589,402 sq yd	\$1.88 / sq yd	\$1,108,075.76
1414 W. Anthony Drive	(B)	88,085 ft	\$0.18 / ft	\$ 15,855.30
Urbana, IL 61802	(C)	922 each	\$7.10/ each	\$ 6,546.20

TOTAL BID PRICE: \$ 1,130,477.26

and,

WHEREAS, the low bid was submitted by **DMS Contracting, Inc.**, 10243 Fuesser Road, Mascoutah, IL 62258, at the prices shown above for a total bid of **\$1,113,681.00**.

NOW THEREFORE, BE IT RESOLVED, and it is, that the low bid of DMS Contracting, Inc., in the amount of \$1,113,681.00 for furnishing and applying the estimated quantities shown above, be accepted and the contract for the same be and it is, hereby awarded to DMS Contracting, Inc., for the calendar year 2022, in accordance with the provisions set forth in the proposal.

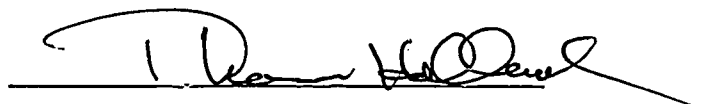
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer's office at Collinsville, IL.

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



County Board Chairman

Attest



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

Roberto
Smith
Mary Cappel
Ann

TRANSPORTATION COMMITTEE

Scott Lewis
Cyrtis McCall
K. E. Dwyer
Kevin
AB

JUDICIARY COMMITTEE

Mary Cappel
Richard Vernon
John
John
John
John

FINANCE COMMITTEE

RESOLUTION #2719-22-RT

WHEREAS, pursuant to duly published notices, bids for Section 20-00304-06-BR, which provides for repairs to Str. 082-3081 and Str. 082-3082 which carry Curtiss-Steinberg Road, County Highway 97, over Upper Cahokia Road and the Union Pacific/Alton & Southern railroad respectfully, were received by the Transportation Committee of the St. Clair County Board in the Office of the County Engineer, until 2:30 P.M., Monday, May 23, 2022, and publicly opened and read at the above location at that time, said construction being done under the provisions of the Illinois Highway Code; and

WHEREAS, the bids received were as follows:

<u>Bidder</u>	<u>Amount Bid</u>
The Kilian Corporation 608 S Independence St. PO Box A Mascoutah, IL 62258	\$ 485,963.50
Keeley & Sons, Inc. 6303 Collinsville Rd East St. Louis, IL 62201	\$ 593,026.75
Keller Construction, Inc. 22 Illini Drive Glen Carbon, IL 62034	\$ 661,127.80

and;

WHEREAS, the low bid of **\$485,963.50** submitted by The **Kilian Corporation**, 608 S Independence St., Mascoutah, IL., is 36.0% higher than the engineer's estimate of cost of \$357,231.00, as prepared by the Thouvenot, Wade & Moerchen.

NOW, THEREFORE, BE IT RESOLVED, by the St. Clair County Board that the contract for the construction of Section 20-00304-06-BR, be and the same is, hereby awarded to The Kilian Corporation, 608 S Independence St., Mascoutah, IL., subject to concurrence of the State of Illinois.

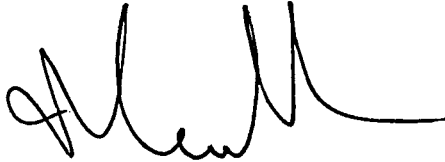
BE IT FURTHER RESOLVED, that the Chairman of this Board be, and he is, hereby authorized and directed to enter into this contract, on behalf of the County, with The Kilian Corporation, for the construction of the above designated project in accordance with the proposal, plans and specifications prepared therefor; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of

- Page 2 -

Highways, 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 31st day of May 2022.



County Board Chairman

Attest



County Clerk

REVIEWED BY

State's Attorney's Office

Director of Administration

Paul H. [unclear]
Mary Clapfel
[unclear]
[unclear]

TRANSPORTATION COMMITTEE

Scott Lerner
Curtis Ball
K. [unclear]
[unclear]
AB

JUDICIARY COMMITTEE

Mary Clapfel
[unclear]
Richard Kerner
[unclear]
[unclear]
[unclear]
[unclear]

FINANCE COMMITTEE

RESOLUTION #2720-22-RT

WHEREAS, St. Clair County regularly purchases equipment necessary to construct and maintain roadways in a safe condition for the traveling public throughout St. Clair County; and

WHEREAS, this equipment deteriorates over time to a point that it can no longer perform its intended function and needs to be replaced; and,

WHEREAS, current supply issues has made procuring vehicles in a timely fashion extremely difficult; and,

WHEREAS, the vehicle being considered for purchase was ordered by another agency but was not delivered.

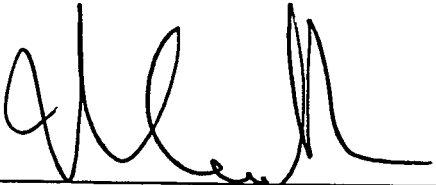
NOW, THEREFORE, BE IT RESOLVED, that the following vehicle is available for purchase and that the County Engineer be, and he is, hereby authorized and directed to conduct such purchase for.

**1 - 2021 Mack MD7R with Load King LK 10 dump body
VIN 1M2MDBABXMS070046**

NOW, THEREFORE, BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Hundred and Eighteen Thousand Dollars (\$118,000) from the Highway Equipment Trust Fund to complete said purchase for truck and an additional Two Thousand Dollars (\$2,000) from same Highway Equipment Trust to equip it appropriately for use by the County; and,

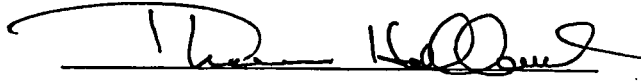
BE IT FURTHER RESOLVED, that the purchase of this vehicle and auxiliary equipment be designated as Section 22-00000-04-EQ.

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



County Board Chairman

Attest



County Clerk

REVIEWED BY

State's Attorney's Office

Director of Administration

[Handwritten signatures]

TRANSPORTATION COMMITTEE

[Handwritten signatures]

JUDICIARY COMMITTEE

[Handwritten signatures]

FINANCE COMMITTEE

RESOLUTION NO. 2721-22-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:

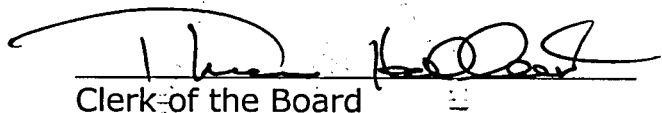
BE IT RESOLVED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS, that the Chairman of the Board of St. Clair County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the above described real estate for the sum of One Hundred Ninety-Five Thousand, Eight Hundred Eighty-Four and 11/100 Dollars (\$195,884.11) paid to the Treasurer of St. Clair County, Illinois, to be distributed according to law.

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



Chairman, St. Clair County Board

ATTEST:


Clerk of the Board

St. Clair County Monthly Resolution List - May 2022

05/24/2022

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
05-22-001	201703164	REC	KISHAN ROBINSON	02-32.0-106-048	6,310.29	113.84	0.00	90.00	1,852.09	0.00	4,254.36
05-22-002	201703093	REC	GWENDOLYN MCCALLUM	02-29.0-309-041	2,044.84	113.84	0.00	90.00	732.40	0.00	1,108.60
05-22-003	201703114	REC	RAICHELE MCCALLUM	02-29.0-410-003	1,485.37	106.88	0.00	90.00	597.50	0.00	690.99
05-22-004	201703098	REC	GWEN MCCALLUM	02-29.0-310-054	704.49	68.00	0.00	90.00	281.82	0.00	284.67
05-22-005	201701052	REC	MONTEY MURAN SR	02-19.0-423-045	7,348.00	106.88	0.00	90.00	2,041.17	33.13	5,076.82
05-22-006	201601785	REC	ESSIE L POWE	02-27.0-214-022	6,450.24	68.00	0.00	90.00	1,868.05	0.00	4,424.19
05-22-007	0121048	SAL	ZACH CHIKE	01-24.0-421-010 THRU 013, 057	795.00	145.00	0.00	200.00	450.00	0.00	0.00
05-22-008	0121044	SAL	ZACH CHIKE	01-24.0-404-026, 027, 062, 066	795.00	161.22	0.00	180.00	450.00	0.00	3.78
05-22-009	0122159	SAL	ZACH CHIKE	02-20.0-110-009 THRU 013	795.00	75.00	0.00	270.00	450.00	0.00	0.00
05-22-010	201704577	REC	BONNIE HAMONTREE	06-32.0-203-003	2,051.41	92.96	0.00	90.00	747.67	0.00	1,120.78
05-22-011	201503463	REC	THOMAS M HARRIS	06-03.0-313-001	2,062.03	68.00	0.00	90.00	742.12	0.00	1,161.91
05-22-012	0421290	SAL	KEDA MANAGEMENT LLC V	08-22.0-210-013	795.00	30.56	0.00	90.00	450.00	0.00	224.44
05-22-013	0122008Z	SAL	PRESTON COMMUNITY GARDEN INC	02-18.0-107-022, 040	795.00	51.10	0.00	105.00	450.00	0.00	188.90
05-22-014	0122119	SAL	BOLDEN PROPERTIES LLC	02-18.0-125-037 THRU 041, 043	945.00	144.51	0.00	234.25	450.00	0.00	116.24
05-22-015	0122120	SAL	BOLDEN PROPERTIES LLC	02-18.0-125-053, 075	795.00	51.33	0.00	105.00	450.00	0.00	188.67
05-22-016	0122121	SAL	BOLDEN PROPERTIES LLC	02-18.0-126-012, 013, 014, 047	795.00	180.00	0.00	165.00	450.00	0.00	0.00
05-22-017	0122246	SAL	NATHANIEL HOLMES JR.	02-32.0-112-006, 007, 008, 030	795.00	120.00	0.00	225.00	450.00	0.00	0.00
05-22-018	0122273	SAL	KERRY DAMM	06-04.0-402-012, 013, 014	795.00	114.66	0.00	168.50	450.00	0.00	61.84
05-22-019	0422005	SAL	ZACH CHIKE	01-13.0-435-024 THRU 030	1,750.00	272.40	0.00	278.25	450.00	0.00	749.35
05-22-020	0422009	SAL	ZACH CHIKE	01-24.0-109-029	900.00	47.28	0.00	60.75	450.00	0.00	341.97
05-22-021	0422013	SAL	ZACH CHIKE	01-24.0-114-014	900.00	46.19	0.00	84.25	450.00	0.00	319.56
05-22-022	0422023	SAL	ZACH CHIKE	01-24.0-135-017, 025	1,000.00	45.17	0.00	105.00	450.00	0.00	399.83
05-22-023	0422037	SAL	ZACH CHIKE	01-24.0-405-029, 030	900.00	55.41	0.00	105.00	450.00	0.00	289.59
05-22-024	0422086	SAL	EMPIRE 13	02-09.0-323-014, 016, 017, 018, 038	900.00	148.23	0.00	195.00	450.00	0.00	106.77
05-22-025	0422124	SAL	TWAIN JONES	02-16.0-224-007	3,000.00	46.63	0.00	84.25	738.75	0.00	2,130.37
05-22-026	0422153	SAL	ZACH CHIKE	02-18.0-126-029, 030, 032, 033	1,000.00	46.74	0.00	155.00	450.00	0.00	348.26
05-22-027	0422156	SAL	ZACH CHIKE	02-18.0-418-001, 002, 003	1,000.00	105.54	0.00	144.25	450.00	0.00	300.21
05-22-028	0422166	SAL	GREGORY PARKER	02-19.0-224-001, 002	800.00	37.12	0.00	105.00	450.00	0.00	207.88
05-22-029	0422169	SAL	WILLIE CODY III	02-19.0-302-060, 061	795.00	68.54	0.00	105.00	450.00	0.00	171.46
05-22-030	0422174	SAL	ZACH CHIKE	02-19.0-415-043	1,250.00	28.16	0.00	75.00	450.00	0.00	696.84
05-22-031	0422177	SAL	OLLIE JOHNSON	02-20.0-103-026	795.00	255.00	0.00	90.00	450.00	0.00	0.00
05-22-032	0422181	SAL	LAHARMA MERRITT	02-20.0-210-023	4,500.00	0.00	0.00	84.25	1,113.75	0.00	3,302.00

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overprnt	Treasurer
05-22-033	0422183	SAL	JOHN NICHOLS	02-20.0-214-037	1,500.00	0.00	0.00	84.25	450.00	0.00	965.75
05-22-034	0422197	SAL	TIFFANY TAYLOR	02-21.0-400-045, 068	795.00	65.46	0.00	129.25	450.00	0.00	150.29
05-22-035	0422201	SAL	TRA LIA WINTERS	02-26.0-126-013	905.00	72.00	0.00	84.25	450.00	0.00	298.75
05-22-036	0422215	SAL	LAMARR JONES	02-26.0-421-014, 015, 016	960.00	73.54	0.00	144.25	450.00	0.00	292.21
05-22-037	0422312	SAL	CARL DOUGLAS	07-08.0-102-047	800.00	36.45	0.00	75.00	450.00	0.00	238.55
05-22-038	0422301	SAL	ZERIC MCKINNEY	07-04.0-107-013	1,000.00	65.66	0.00	84.25	450.00	205.00	195.09
05-22-039	0721348	SAL	TIA WILLIAMS	08-21.0-405-034	795.00	28.16	0.00	75.00	450.00	0.00	241.84
05-22-040	0321904	SAL	CITY OF EAST ST LOUIS	02-18.0-207-018	795.00	37.36	0.00	90.00	450.00	0.00	217.64
05-22-041	1021565	SAL	JACQUELINE BROOKS	08-21.0-328-011	795.00	53.16	0.00	90.00	450.00	0.00	201.84
05-22-042	0721097	SAL	KILLIAN WEIR	02-10.0-106-022 THRU 025	795.00	119.52	0.00	165.00	450.00	0.00	60.48
05-22-043	0422297	SAL	JUSTIN VAUGHN	06-22.0-100-045	900.00	63.01	0.00	84.25	450.00	0.00	302.74
05-22-044	201400534	REC	SEBRINA CLEMONS AND DARREN WARE	02-07.0-324-007	2,528.74	68.00	0.00	84.25	663.75	0.00	1,712.74
05-22-045	0422906	SAL	ST. CLAIR COUNTY TRANSIT DISTRICT	02-36.0-413-012	795.00	22.05	0.00	75.00	450.00	0.00	247.95
05-22-046	1019577	SAL	ANDRE' L MIXON II	08-27.0-111-018	4,986.73	0.00	195.00	90.00	1,161.32	0.00	3,540.41
05-22-047	0321903	SAL	CITY OF EAST ST LOUIS	02-18.0-207-017	795.00	37.36	0.00	90.00	450.00	0.00	217.64
05-22-048	0321906	SAL	CITY OF EAST ST LOUIS	02-18.0-207-020	795.00	37.36	0.00	90.00	450.00	0.00	217.64
05-22-049	0321905	SAL	CITY OF EAST ST LOUIS	02-18.0-207-019	795.00	37.36	0.00	90.00	450.00	0.00	217.64
05-22-050	0422208	SAL	JONATHAN KEE	02-26.0-313-026, 027, 028	795.00	65.13	0.00	162.75	450.00	0.00	117.12
05-22-051	0422211	SAL	KEVIN FREELAND	02-26.0-317-018, 019	1,200.00	80.84	0.00	114.25	450.00	0.00	554.91
05-22-052	0422232	SAL	SHAUNECE WASHINGTON	02-29.0-310-047	800.00	0.00	0.00	90.00	450.00	0.00	260.00
05-22-053	0422237	SAL	WILLIE J. CANADA	02-30.0-108-018	850.00	33.21	0.00	84.25	450.00	0.00	282.54
05-22-054	0422267	SAL	DAWN M. TRIPLETT	02-36.0-206-007	795.00	75.92	0.00	90.00	450.00	0.00	179.08
05-22-055	0721096	SAL	KILLIAN WEIR	02-10.0-106-018, 020, 021	795.00	75.61	0.00	106.50	450.00	0.00	162.89
05-22-056	1021220	SAL	BOLDEN PROPERTIES LLC	02-18.0-124-018, 019, 064, 069	795.00	116.08	0.00	165.00	450.00	0.00	63.92
05-22-057	201704669	REC	JANICE HARNAGEL	21-27.0-146-003	1,025.51	68.00	0.00	90.00	370.44	0.00	497.07
05-22-058	0322902	SAL	EAST ST LOUIS SCHOOL DISTRICT NO. 189	02-17.0-320-005	795.00	0.00	0.00	52.00	450.00	0.00	293.00
05-22-059	0421087	SAL	K DOG BULLIE LLC	02-15.0-119-019 THRU 022	795.00	122.86	0.00	192.75	450.00	0.00	29.39
05-22-060	0422004	SAL	MACEDONIA BAPTIST CHURCH, INC.	01-13.0-435-012 THRU 015	1,000.00	215.14	0.00	192.75	450.00	0.00	142.11
05-22-061	0422015	SAL	THE CANDY APPLES SWEET TREATS FOR THE STREET	01-24.0-116-046	795.00	28.53	0.00	75.00	450.00	0.00	241.47
05-22-062	0422020	SAL	ALVIN CROWELL, TRUSTEE	01-24.0-132-003	1,000.00	18.60	0.00	75.00	450.00	0.00	456.40
05-22-063	0422021	SAL	LILLIE DOUGLAS	01-24.0-132-006	1,000.00	18.60	0.00	75.00	450.00	0.00	456.40

St. Clair County Monthly Resolution List - May 2022

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RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
05-22-064	0422032	SAL	JAMES RALLEIGH	01-24.0-230-026, 027	795.00	73.26	0.00	105.00	450.00	0.00	186.74
05-22-065	0422033	SAL	MP MANAGEMENT LLC	01-24.0-323-012, 013, 014	1,111.00	98.27	0.00	135.00	450.00	0.00	427.73
05-22-066	0422049	SAL	JOHN YOUNG	01-35.0-315-016	795.01	51.47	0.00	84.25	450.00	0.00	209.29
05-22-067	0422055	SAL	LANSOWNE LLC	02-08.0-401-042	910.00	41.99	0.00	75.00	450.00	0.00	343.01
05-22-068	0422056	SAL	LANSOWNE LLC	02-08.0-401-047	910.00	64.33	0.00	75.00	450.00	0.00	320.67
05-22-069	0422057	SAL	LANSOWNE LLC	02-08.0-406-011, 012, 013	1,200.00	47.19	0.00	89.00	450.00	0.00	613.81
05-22-070	0422058	SAL	LANSOWNE LLC	02-08.0-407-018, 022, 026	1,200.00	91.04	0.00	144.25	450.00	0.00	514.71
05-22-071	0422059	SAL	LANSOWNE LLC	02-08.0-408-011	910.00	18.44	0.00	75.00	450.00	0.00	366.56
05-22-072	0422060	SAL	LANSOWNE LLC	02-08.0-409-027	910.00	36.45	0.00	75.00	450.00	0.00	348.55
05-22-073	0422061	SAL	LANSOWNE LLC	02-08.0-411-001, 005 THRU 008, 025, 027	2,800.00	200.84	0.00	255.00	688.75	0.00	1,655.41
05-22-074	0422062	SAL	LANSOWNE LLC	02-08.0-411-011, 026	1,200.00	48.32	0.00	105.00	450.00	0.00	596.68
05-22-075	0422067	SAL	NEW CHICAGO INVESTMENTS LLC	02-09.0-210-061	1,021.00	72.09	0.00	84.25	450.00	0.00	414.66
05-22-076	0422070	SAL	WE ON NEVER OFF BUSINESS SERVICES	02-09.0-211-080 THRU 090	1,999.99	323.93	0.00	375.00	488.75	0.00	812.31
05-22-077	0422071	SAL	CHEAP HOME FINDERS, INC.	02-09.0-212-017, 018, 099	861.00	203.06	0.00	162.75	450.00	0.00	45.19
05-22-078	0422076	SAL	NEW CHICAGO INVESTMENTS LLC	02-09.0-214-037, 038, 039, 041, 099	1,021.00	162.06	0.00	222.75	450.00	0.00	186.19
05-22-079	0422087	SAL	1ST CHOICE REAL ESTATE	02-09.0-328-015 THRU 023, 026, 027, 034	2,500.00	288.79	0.00	353.50	613.75	0.00	1,243.96
05-22-080	0422095	SAL	NEW CHICAGO INVESTMENTS LLC	02-09.0-413-017, 018, 019, 056	1,021.00	184.16	0.00	174.25	450.00	0.00	212.59
05-22-081	0422097	SAL	KILLIAN WEIR	02-10.0-105-038, 039, 040, 041, 043, 049, 050, 071, 073	1,400.00	286.61	0.00	315.00	450.00	0.00	348.39
05-22-082	0422098	SAL	KILLIAN WEIR	02-10.0-106-056	800.00	28.53	0.00	75.00	450.00	0.00	246.47
05-22-083	0422099	SAL	ELEXIS LABON	02-10.0-107-050	1,512.00	0.00	0.00	90.00	450.00	0.00	972.00
05-22-084	0422101	SAL	NEW CHICAGO INVESTMENTS LLC	02-10.0-309-068	811.00	31.09	0.00	75.00	450.00	0.00	254.91
05-22-085	0422104	SAL	CHEAP LANDS, INC.	02-10.0-316-043, 044	861.00	86.41	0.00	114.25	450.00	0.00	210.34
05-22-086	0422114	SAL	TORRI WILLIAMS	02-16.0-110-009, 010	3,220.00	0.00	0.00	114.25	793.75	0.00	2,312.00
05-22-087	0422164	SAL	LEROY SCOTT	02-19.0-209-105	875.00	52.41	0.00	84.25	450.00	0.00	288.34
05-22-088	0422184	SAL	LANSOWNE LLC	02-20.0-220-022	2,000.00	22.05	0.00	75.00	488.75	0.00	1,414.20
05-22-089	0422190	SAL	CHARLENE P. BLAIR	02-20.0-402-007, 008	1,000.00	84.34	0.00	105.00	450.00	0.00	360.66
05-22-090	0422115	SAL	RENEE JACOBS	02-16.0-118-007, 008, 009	795.00	115.92	0.00	135.00	450.00	0.00	94.08
05-22-091	0422118	SAL	NEW CHICAGO INVESTMENTS LLC	02-16.0-202-041	1,021.00	60.02	0.00	84.25	450.00	0.00	426.73
05-22-092	0422123	SAL	AUSTIN ISOM	02-16.0-212-021	1,506.00	0.00	0.00	84.25	450.00	0.00	971.75

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
05-22-093	0422125	SAL	1441 KINGSHIGHWAY LLC	02-16.0-227-010 THRU 016	5,000.00	179.78	0.00	319.75	1,238.75	0.00	3,261.72
05-22-094	0422126	SAL	LANSOWNE LLC	02-16.0-300-014, 015	4,010.00	46.42	0.00	105.00	991.25	0.00	2,867.33
05-22-095	0422127	SAL	VIRGO REALTY LLC	02-16.0-303-069	2,000.00	0.00	0.00	84.25	488.75	0.00	1,427.00
05-22-096	0422128	SAL	LANSOWNE LLC	02-16.0-305-016 THRU 020	2,100.00	254.45	0.00	232.00	513.75	0.00	1,099.80
05-22-097	0422129	SAL	LANSOWNE LLC	02-16.0-305-022, 023, 024	1,700.00	66.99	0.00	162.75	450.00	0.00	1,020.26
05-22-098	0422130	SAL	LANSOWNE LLC	02-16.0-307-016 THRU 020	2,100.00	99.98	0.00	213.50	513.75	0.00	1,272.77
05-22-099	0422131	SAL	LANSOWNE LLC	02-16.0-307-021 THRU 025	2,100.00	135.34	0.00	204.25	513.75	0.00	1,246.66
05-22-100	0422132	SAL	LANSOWNE LLC	02-16.0-308-001 THRU 006, 009	3,600.00	147.88	0.00	264.25	888.75	0.00	2,299.12
05-22-101	0422133	SAL	LANSOWNE LLC	02-16.0-308-015, 016, 017, 019 THRU 023, 031	4,100.00	221.99	0.00	315.00	1,013.75	0.00	2,549.26
05-22-102	0422134	SAL	NEW CHICAGO INVESTMENTS LLC	02-16.0-311-001, 002	811.00	117.22	0.00	105.00	450.00	0.00	138.78
05-22-103	0422146	SAL	CLARENCE ELLIS JR.	02-18.0-119-005 THRU 008	900.00	110.66	0.00	165.00	450.00	0.00	174.34
05-22-104	0422244	SAL	THE WRIGHT HOUSE REALTY GROUP	02-30.0-216-055	1,111.00	41.99	0.00	75.00	450.00	0.00	544.01
05-22-105	0422299	SAL	E. OVERTON ENTERPRISES	07-01.0-423-012	801.00	1.10	0.00	60.00	450.00	0.00	289.90
05-22-106	0422310	SAL	TIA WILLIAMS	07-07.0-308-023, 024	795.00	117.26	0.00	105.00	450.00	0.00	122.74
05-22-107	0422227	SAL	MAY BROWN	02-27.0-407-011 THRU 014, 029 THRU 032	1,247.00	377.02	0.00	245.00	450.00	0.00	174.98
05-22-108	0422245	SAL	ARLECIA HENDRICKS	02-30.0-408-002	4,000.00	0.00	0.00	84.25	988.75	0.00	2,927.00
05-22-109	0422233	SAL	ZION CIRCLE BAPTIST CHURCH	02-29.0-311-016 THRU 019	900.00	73.76	0.00	165.00	450.00	0.00	211.24
05-22-110	0422224	SAL	CHEAP HOME FINDERS, INC.	02-27.0-406-013 THRU 018	947.00	176.83	0.00	243.50	450.00	0.00	76.67
05-22-111	0422221	SAL	ANDRE WARREN	02-27.0-204-010, 011	1,000.00	53.37	0.00	114.25	450.00	0.00	382.38
05-22-112	0422226	SAL	MAY BROWN	02-27.0-407-006 THRU 010, 024 THRU 028	1,547.00	450.28	0.00	295.00	450.00	0.00	351.72
05-22-113	0422246	SAL	THE WRIGHT HOUSE REALTY GROUP	02-30.0-409-039	1,511.00	31.64	0.00	75.00	450.00	0.00	954.36
05-22-114	0422277	SAL	ROGER SCALA	06-02.0-409-010	6,610.00	0.00	0.00	90.00	1,641.25	0.00	4,878.75
05-22-115	0422272	SAL	THE SULLIVAN FAMILY PARTNERSHIP, LP	04-31.0-404-054	900.00	28.16	0.00	75.00	450.00	0.00	346.84
05-22-116	0422290	SAL	FAITH RESOURCE SERVICE	06-10.0-321-005	800.00	31.92	0.00	90.00	450.00	0.00	228.08
05-22-117	0422279	SAL	JJE REAL ESTATE INVESTMENT LLC	06-03.0-233-001	1,101.00	23.06	0.00	84.25	450.00	0.00	543.69
05-22-118	0422260	SAL	JONATHAN ROBINSON	02-34.0-200-041	801.00	16.18	0.00	65.00	450.00	0.00	269.82
05-22-119	0422266	SAL	APEX GLOBAL PROPERTIES, LLC	02-36.0-204-008	896.00	37.05	0.00	84.25	450.00	0.00	324.70
05-22-120	0422262	SAL	CHEAP LANDS, INC.	02-35.0-100-005 THRU 008	1,002.00	73.76	0.00	165.00	450.00	0.00	313.24

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
05-22-121	0422220	SAL	ANDRE WARREN	02-27.0-200-032, 034, 035	1,000.00	91.44	0.00	144.25	450.00	0.00	314.31
05-22-122	0422122	SAL	SHONA SNOWDEN-BROWN	02-16.0-212-010	5,000.00	52.80	0.00	90.00	1,238.75	0.00	3,618.45
05-22-123	0422147	SAL	BOLDEN PROPERTIES, LLC	02-18.0-119-015, 016	795.00	47.13	0.00	82.00	450.00	0.00	215.87
05-22-124	0422150	SAL	BOLDEN PROPERTIES, LLC	02-18.0-125-046	795.00	16.50	0.00	75.00	450.00	0.00	253.50
05-22-125	0422162	SAL	NEW CHICAGO INVESTMENTS LLC	02-19.0-209-024	1,521.00	0.00	0.00	90.00	450.00	0.00	981.00
05-22-126	0422218	SAL	ANTHONY BEAN	02-27.0-119-012, 013	1,070.00	39.84	0.00	105.00	450.00	0.00	475.16
05-22-127	0422186	SAL	LASHONDA FRANKLIN	02-20.0-222-004	10,000.00	0.00	0.00	90.00	2,488.75	0.00	7,421.25
05-22-128	0422152	SAL	BOLDEN PROPERTIES, LLC	02-18.0-126-017, 018, 019	795.00	49.50	0.00	135.00	450.00	0.00	160.50
05-22-129	0422151	SAL	BOLDEN PROPERTIES, LLC	02-18.0-125-047	795.00	28.72	0.00	75.00	450.00	0.00	241.28
05-22-130	0422157	SAL	QUELLINIUM LLC	02-18.0-418-025	1,000.00	72.15	0.00	84.25	450.00	0.00	393.60
05-22-131	0422154	SAL	BOLDEN PROPERTIES, LLC	02-18.0-319-016, 017, 018	795.00	66.15	0.00	135.00	450.00	0.00	143.85
05-22-132	0422293	SAL	JJE REAL ESTATE INVESTMENT LLC	06-12.0-207-010	1,050.00	59.18	0.00	84.25	450.00	0.00	456.57
05-22-133	1021428	SAL	DELVIN E. HILL SR.	02-34.0-200-045	795.00	73.68	0.00	90.00	450.00	0.00	181.32
05-22-134	201704472	REC	ANTHONY MCCLENDON	06-10.0-322-013	4,809.00	106.88	0.00	90.00	1,481.42	34.47	3,096.23
05-22-135	0422306	SAL	DANNY CHAMBERS	07-07.0-204-007	5,126.00	0.00	0.00	90.00	1,289.00	0.00	3,747.00
05-22-136	0422303	SAL	CHEAP LANDS, INC.	07-05.0-202-002 THRU 008, 012, 013, 014, 018, 019	1,847.00	414.32	0.00	414.25	450.50	0.00	567.93
05-22-137	0422314	SAL	BRIAN TRISKA	07-16.0-303-007	853.00	33.49	0.00	84.25	450.00	0.00	285.26
05-22-138	0422315	SAL	JJE REAL ESTATE INVESTMENT LLC	08-01.0-300-025	1,502.00	30.56	0.00	84.25	450.00	0.00	937.19
05-22-139	0422317	SAL	E. OVERTON ENTERPRISES	08-15.0-425-032	801.00	40.38	0.00	75.00	450.00	0.00	235.62
05-22-140	0422334	SAL	KIMBERLY PRATT	12-00264	1,000.00	79.09	0.00	155.00	450.00	0.00	315.91
05-22-141	0721222	SAL	JARVIS ODNEAL	02-29.0-210-005	795.00	25.55	0.00	75.00	450.00	0.00	244.45
05-22-142	0422137	SAL	LANSOWNE LLC	02-17.0-218-014	1,250.00	0.00	0.00	90.00	450.00	0.00	710.00
05-22-143	0522002Z	SAL	DEVIN JAMES	02-18.0-116-008, 009, 010	795.00	86.16	0.00	135.00	450.00	0.00	123.84
05-22-144	0522001Z	SAL	DEVIN JAMES	02-18.0-116-004	795.00	51.38	0.00	84.25	450.00	0.00	209.37
05-22-145	0422261	SAL	J & J RENOVATIONS	02-34.0-203-030	795.05	0.00	0.00	90.00	450.00	0.00	255.05
05-22-146	1021219	SAL	BOLDEN PROPERTIES LLC	02-18.0-124-005, 063, 070, 072, 073	795.00	92.25	0.00	252.75	450.00	0.00	0.00
05-22-147	0421108	SAL	BOLDEN PROPERTIES, LLC	02-18.0-124-032, 035, 065	795.00	91.06	0.00	144.25	450.00	0.00	109.69
05-22-148	201703528	DEF-REC	RAY & ERIKA HILL	06-03.0-239-030	2,617.00	94.56	0.00	0.00	652.88	0.00	1,869.56
05-22-149	201701074	DEF-REC	TYRONE HILL	02-20.0-112-077	5,445.00	45.84	0.00	0.00	1,511.25	0.00	3,887.91
05-22-150	201604068	DEF-REC	DAVID SEMRAU AND MARILYN DARNELL	08-21.0-405-003	1,810.00	0.00	0.00	0.00	444.91	0.00	1,365.09
05-22-151	201601670	DEF-REC	LESTER GOREE	02-26.0-314-029	936.00	0.00	0.00	0.00	242.22	0.00	693.78

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overprnt	Treasurer
05-22-152	201500534	DEF-REC	PAUL CHANDLER	01-24.0-405-052	7,159.00	104.20	0.00	0.00	2,062.52	0.00	4,992.28
05-22-153	201601392	DEF-REC	CORTEZ YARBROUGH	02-21.0-114-017	8,220.00	44.16	0.00	0.00	2,000.67	0.00	6,175.17
05-22-154	201701149	DEF-REC	TERRELL NORMAN	02-20.0-214-035	1,722.00	38.88	0.00	0.00	529.74	0.00	1,153.38
05-22-155	201603502	DEF-REC	ALBERT J DRIVER	07-07.0-201-068	1,543.00	0.00	0.00	0.00	478.46	0.00	1,064.54
05-22-156	201502173	DEF-REC	MARTEZ HUDSON	02-26.0-220-007	9,500.00	0.00	0.00	0.00	1,588.40	0.00	7,911.60
05-22-157	201600106	DEF-REC	BRANDI CRAWFORD	01-13.0-412-027	1,416.00	0.00	0.00	0.00	420.38	0.00	995.62
05-22-158	201702968	DEF-REC	TYRONE HILL	02-26.0-320-006	2,838.00	45.84	0.00	0.00	805.69	0.00	1,986.47
05-22-159	201703104	DEF-REC	GWENDOLYN MCCALLUM	02-29.0-312-023	350.00	31.92	0.00	0.00	202.99	0.00	115.09
05-22-160	201701186	DEF-REC	HENRY LEE MILLER	02-20.0-226-008	3,317.00	45.84	0.00	0.00	1,134.24	0.00	2,136.92
05-22-161	201890122	DEF-RED	ARON & ANGELA YON	10-00782	469.00	42.75	0.00	0.00	228.60	0.00	197.65
05-22-162	201201854	DEF-REC	MICHAEL SUGGS	02-19.0-405-023	3,000.00	0.00	0.00	0.00	529.46	0.00	2,470.54
05-22-163	201603130	DEF-REC	JAMES JONES	06-11.0-205-064	7,319.00	50.96	0.00	0.00	1,834.14	0.00	5,433.90
05-22-164	201501273	DEF-REC	DONTELISIA MOORE	02-16.0-222-064	2,400.00	0.00	0.00	0.00	475.42	0.00	1,924.58
05-22-165	201704688	DEF-REC	DONNA MOTLEY	21-27.0-403-007	350.00	38.88	0.00	0.00	200.66	0.00	110.46
05-22-166	REMOVED			01-23.0-402-005	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05-22-167	201700270	REC	ANTONIO JOHNSON	01-24.0-125-010	3,483.06	113.84	0.00	90.00	1,233.65	5.75	2,039.82
05-22-168	0422102	SAL	SITUS CULTIVATION LLC	02-10.0-312-007, 008, 009, 010	1,050.00	225.12	0.00	170.00	450.00	0.00	204.88
05-22-169	201602071	DEF-REC	ERMON CHISM ET AL	02-32.0-211-008	1,663.00	0.00	0.00	0.00	343.02	0.00	1,319.98
05-22-170	0122259	SAL	CHEAP LANDS, INC.	03-07.0-411-010	795.00	47.96	0.00	90.00	450.00	0.00	207.04
05-22-171	0422025	SAL	ERIN S. MAY	01-24.0-142-001	795.00	16.44	0.00	75.00	450.00	0.00	253.56
05-22-172	0422026	SAL	ERIN S. MAY	01-24.0-142-004 THRU 013, 015, 016, 017	1,995.00	241.77	0.00	435.00	487.50	0.00	830.73
Totals					\$298,139.76	\$13,313.49	\$195.00	\$19,555.00	\$101,782.30	\$278.35	\$163,015.62






Clerk Fees \$13,313.49
 Recorder/Sec of State Fees \$19,555.00
 Total to County \$195,884.11

Committee Members

COUNTY BOARD EXTENSION REQUEST

PAYER: Cierra Harlan (5/25/22)
Account No.: 201703502 Parcel I. D. No.: 06-036.0-234-031
Property Address: 406 St Thomas Lane, Cahokia

Property Description:

Is this property: Occupied? Yes
Rented or Leased? Yes
Generating Income? Yes

History of Account: (Payment dates and amounts)

Opened: 8/12/21
Purchase Price: \$13241.51
Total Paid to Account: \$2276.00
Balance Due: \$10998.01
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 \$2000 money orders at TC Mtg - to pay \$194.00 in a month

COUNTY BOARD EXTENSION REQUEST

PAYER: Demond C Hughes (5/25/22)
Account No.: 201500970 Parcel I. D. No.: 02-09.0-318-075
Property Address: 1907 N 43rd Street, ESL

Property Description:

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

History of Account: (Payment dates and amounts)

Opened: 9/26/19
Purchase Price: \$6940.73
Total Paid to Account: \$2594.00
Balance Due: \$4379.23
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 \$870.00 cash at TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Aabrial & Tamika Johnson (5/25/22)
Account No.: 201501258 **Parcel I. D. No.:** 02-16.0-217-100
Property Address: Bunkum Road, Washington Park, IL

Property Description:

Is this property: **Occupied?** Yes
 Rented or Leased? Yes
 Generating Income? Yes

History of Account: (Payment dates and amounts)

Opened: 8/6/19
Purchase Price: \$16317.38
Total Paid to Account: \$10672.00
Balance Due: \$5740.38
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? Yes

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 \$1130 by check at TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Aabrial & Tamika Johnson (5/25/22)
Account No.: 201501277 **Parcel I. D. No.:** 02-16.0-223-049
Property Address: 1337 Kingshighway, Washington Park, IL

Property Description:

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

History of Account: (Payment dates and amounts)

Opened: 8/6/16
Purchase Price: \$22905.29
Total Paid to Account: \$14168.00
Balance Due: \$8832.29
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? Yes

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 \$1748.00 by check at TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Mary & Melvin Lott (5/25/22)
Account No.: 201402344 **Parcel I. D. No.:** 02-30.0-104-063
Property Address: 2407 Market Avenue, ESL

Property Description:

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

History of Account: (Payment dates and amounts)

Opened: 5/16/18
Purchase Price: \$13195.28
Total Paid to Account: \$6569.00
Balance Due: \$6696.28
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 cash at 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
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District 8
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MATT SMALLHEER

District 19
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District 21
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District 25
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District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
RICK CASEY

May 11, 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 **April, 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
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• **Breast and Cervical Cancer**
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Environmental Health
• 618.233.7769
• 618.236.0676 fax

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MONTHLY ACTIVITY REPORT April 2022 Stats

ENVIRONMENTAL PROGRAMS

MAR	APR	YTD 22	YTD 21
-----	-----	--------	--------

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

238	242	841	645
39	39	141	38
7	4	16	16
7	4	20	17
2	1	4	5
11	6	42	27
0	0	0	0
0	0	0	0
172	138	687	2,622

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	0	0	2
2	1	7	0
0	0	0	0
18	39	126	645
1	0	1	3
0	0	0	1

POTABLE WATER PROGRAM

Well Permits Issued
Well Inspections
Analysis Reviewed
Consultations

2	4	10	6
1	3	6	10
6	2	10	35
17	19	56	21

PRIVATE SEWAGE PROGRAM

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

13	5	26	32
95	96	405	227
7	8	26	32
7	4	29	18
1	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

6	7	25	18
0	0	0	2
14	6	39	10
28	24	87	25

POLLUTION PREVENTION PROGRAM

Consultations/Presentations
Materials Distributed

4	78	90	6
50	6	76	15



ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
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MONTHLY ACTIVITY REPORT April 2022 Stats

INFECTIOUS DISEASE PREVENTION

COMMUNICABLE DISEASE CASES

Chlamydia
E-Coli
Gonorrhea
Group A Streptococcal (Invasive)
Hepatitis A
Hepatitis B
Hepatitis C
HIV+
Influenza
Covid-19
Flu-like Symptoms (*Specific*)
Meningitis (Bacterial)
MRSA
Pertussis (Whooping Cough)
Salmonella
Syphilis

MAR	APR	YTD 22	YTD 21
-----	-----	--------	--------

62	71	258	361
0	0	0	2
55	38	170	164
3	0	3	5
0	0	0	1
9	6	15	6
12	4	34	14
0	2	2	8
1	1	2	1
539	571	19,596	8,492
1	0	1	1
0	0	0	0
0	0	0	0
0	0	0	0
0	0	1	3
12	13	52	32

TB CONTROL/TESTING

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

2	2	10	15
2	2	10	15
62	60	320	60
0	0	3	1
0	1	2	4
88	63	285	220
0	1	5	10
41	28	131	90
0	0	4	11
0	0	0	2
0	0	0	0

ILLNESS INVESTIGATIONS-CONSULTATIONS

Off-site
Office
Phone
OOJ - Out of Jurisdiction
Documentation Sen-Physicians/ MSP Providers

0	0	0	0
2	4	9	7
410	420	1,261	8,050
6	5	19	74
0	0	0	62



ST. CLAIR COUNTY HEALTH DEPARTMENT

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MONTHLY ACTIVITY REPORT

April 2022 Stats

INFECTIOUS DISEASE PREVENTION (cont.)

HIV/AIDS CARE REGION

	MAR	APR	YTD 22
Starting Caseload	615	609	2,459
New to Medical Case Management Clients	17	14	45
Discharges	16	7	41
Remaining Caseload	609	616	2,458

HIV PREVENTION - REGION

	MAR	APR	YTD 22
HIV Tests Completed Total	2	3	14
HIV Tests Completed at SCCHD	1	3	13
New Positive Cases Identified	0	0	0
# Cases Linked to HIV Medical Care	0	0	0

HIV Disease Interv. Serv. - REGION

	MAR	APR	YTD 22
New Cases Opened	0	25	31
Individuals Notified	0	0	0
Linked to Medical Care	0	0	1
Already in care (May reflects to-date number)	0	16	19

EMERGENCY PREPAREDNESS

	MAR	APR	YTD 22
Public Outreach/Presentations	1	54	56
External Conferences/Workshops	2	3	8
Partnership Meetings	6	6	39
Materials Distributed	120	7420	10,820
Project Activities	0	1	1
St. Clair County Personnel Trained	0	0	0
Health Department Personnel Trained*	3	5	20
Incident/Assistance	5	18	32

MRC (MEDICAL RESERVE CORPS)

	MAR	APR	YTD 22
Public Outreach/Presentations	1	1	2
Meetings/Workshops/Trainings Offered	3	0	7
Program Materials Distributed	0	5	7
Non- Emergency Public Health Event	0	1	1
Number of MRC Volunteers Trained	3	0	4
Number of Personnel Trained	18	2	21
Emergency Response Incident/Assistance	0	0	0
MRC Unit Volunteer Hours Served	2	14.5	34

COVID VACCINE ADMINISTERED - St. Clair County

COVID Vaccine totals from 1/12/22 -

	MAR	APR	YTD 22
Moderna	4,157	*	7,251
Pfizer	8,795	*	16,593
Johnson & Johnson (Janssen)	540	*	634
Pfizer 3rd Dose	214	*	819
Moderna 3rd Dose	470	*	948
Johnson & Johnson (Janssen) 2nd Dose	33	*	56

***April 2022 data pending**

	MAR	APR	YTD 22
Total for BCFG SCCHD Mass Vaccination site thru 5/31/21	n/a	n/a	n/a
Total for the SCCHD Mass Vaccination site - 330	n/a	n/a	n/a



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
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Health Promotion and Wellness Clinical Services and Systems

- **Maternal-Child Health Programs**
618.233.6170
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Environmental Health

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MONTHLY ACTIVITY REPORT April 2022 Stats

	MAR	APR	YTD 22	YTD 21
Health Promotion & Wellness				

HEALTHY KIDS SERVICES

Immunizations	159	111	430	422
Developmental Screenings	0	19	31	31
Perinatal Depression Screenings	90	86	326	242
Lead Testing-Children	0	1	2	4
Lead Testing-Prenatal	0	0	0	0
Well Child Screening	0	0	0	0

HEALTHY HOMES LEAD FOLLOW-UP PROG

Home Visits	0	0	2	0
New Enrollments	0	0	2	6
Prevention Education	9	11	39	17

CASE MANAGEMENT SERVICES

Total Caseload	437	448	n/a	n/a
New Enrollments	48	67	198	228
Intensive Prenatal Caseload	52	54	n/a	n/a
New Enrollments	8	16	49	38
Services Provided	90	111	262	291
YouthCare - current caseload	284	292	1,138	1,126
YouthCare New cases	12	8	36	70
YouthCare ACRs	42	47	194	177

HEALTH INSURANCE APPLICATIONS

Healthy Start (MPE) Prenatal	0	0	0	4
Add a Baby	0	0	2	16
All Kids	0	0	0	12
Add a Family Member	0	0	3	0
SNAP (Food Assistance)	0	0	0	9
TANF (Cash Assistance)	0	0	0	6
Technical Assistance	0	0	0	0

WOMEN, INFANTS & CHILDREN (WIC)

Assigned Caseload	1,950	1,950	n/a	n/a
Clients Picking Up Food Instruments	1,453	1,474	5,999	7,440
Achievement Percentage	75%	76%	n/a	n/a
Clients Certified	222	227	815	723
Nutrition Education Attendance	498	502	1,826	1,933

DIAPER DEPOT

Diaper's Distributed	7150	5,400	21,475	0
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MONTHLY ACTIVITY REPORT April 2022 Stats

BREASTFEEDING PEER COUNSELOR PRGM

	MAR	APR	YTD 22	YTD 21
Caseload	307	323	n/a	n/a
Client Contacts	78	22	221	397
New Enrollments	55	58	181	162

Health Promotion & Wellness (cont.)

PHS COMMUNITY OUTREACH

Health Fairs	0	2	2	0
Total Attendance	0	50	50	0
Presentations	0	0	0	0
Total Attendance	0	0	0	0
Meetings/Conferences/Workshop Contacts	0	0	0	4
Face to Face Contacts	0	0	0	0

BREAST & CERVICAL CANCER PROGRAM

Enrollments	30	32	105	71
Clinically Navigated Insured	2	4	10	6
Clients with High Deductible	1	1	5	1
Younger Symptomatic Referrals	0	1	3	4
Referrals/Treatment Act	2	1	6	1
Cancer within BCCP	2	0	3	1
Cancer outside BCCP	1	1	3	0



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MONTHLY ACTIVITY REPORT April 2022 Stats

	MAR	APR	YTD 22	YTD 21
ADMINISTRATION				

COMMUNITY HEALTH EDUCATION & PROMOTION

Coalition/Advisory Meetings	1	0	2	2
Healthier Together mtgs/activities	0	1	0	0
Community Organizations/Agencies	0	0	0	4
Total Attendance	0	0	17	10
Total Presentations	0	0	0	0
Press releases	24	0	63	100
Displays prepared	0	0	0	0

SOCIAL MEDIA

Twitter Followers - NEW from previous month	9	-1	22	94
Total Twitter Followers Lifetime-Accumulative NEW	1,315	1,314	1,314	0
Twitter Tweets NEW METRIC	49	50	193	0
Twitter Impressions per month NEW METRIC	4,518	3,299	19,188	0
Twitter Profile Visits per month NEW METRIC	2,187	1,485	9,117	0
Twitter Mentions NEW METRIC	2	7	31	0
Facebook Page Followers Lifetime-Accumulative	14	2	9,444	31,419
Facebook Page Reach	58,979	29,503	291,700	530,630
Facebook Page Visits/Likes	4,788	3,259	22,504	20,689
NEW Facebook Page Likes NEW METRIC	55	21	352	0

Warrant/EFT#: EF 0015580

Fiscal Year		2022	Issue Date		05/05/22
Warrant Total		\$639,736.26	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount	
492 - REVENUE		A2156630	2A2156630	\$639,736.26	

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$639,736.26	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/04/2022
2	COUNTY .25 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2022 COLL MO: MAR. 2022 VCHR MO: MAY. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY .25 % SHARE OF SALES TAX

Return Back

Warrant/EFT#: EF 0015581

Fiscal Year		2022	Issue Date		05/05/22
Warrant Total		\$135,440.37	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount	
492 - REVENUE		A2156631	2A2156631	\$135,440.37	

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$135,440.37	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/04/2022
2	COUNTY 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2022 COLL MO: MAR. 2022 VCHR MO: MAY. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY 1 % SHARE OF SALES TAX