

OCTOBER 24, 2022

OFFICIAL PROCEEDINGS

St. Clair County Board Meeting



COUNTY BOARD MEETING – October 24, 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. Casey, Mr. O'Donnell and Mr. Tieman

Chairman Mark A. Kern asked for a moment of silence for the victims of the shooting that took place earlier today at Central Visual and Performing Arts High School in St. Louis.

5. Public Participation

None

6. Approval of Minutes of the September 19, 2022, County Board Meeting

Motion to Approve
CJ Baricevic - made
R. Mosley, Jr. - seconded

M/C - RC - Unanimous

7. Reports & Communications from the Chairman

- a. Proclamation Presentation- Lincoln High School Alumni
Chairman Kern presented a proclamation to acknowledge Lincoln High School Alumni Day. Applause followed.
- b. Proclamation Presentation- 4-H Week
Chairman Kern asked the 4-H Director Emily Reece to come forward. He read a proclamation recognizing 4-H week. Applause followed.
- c. Proclamation Presentation- Alpha Phi Alpha Fraternity
Chairman Kern presented a proclamation to acknowledge Delta Epsilon Lambda Day. Applause followed.

8. Miscellaneous Reports

Motion to Receive and File
R. Mosley, Jr. – made
CJ Baricevic – seconded

M/C - RC - Unanimous

9. Committee Reports

a. Animal Services Committee:

- 1. Approval of Contract for Veterinarian Services with Stanley J. Niemann, DVM**

Motion to Approve 9-a-1

D. Langford – made

A. Bittle - seconded

M/C - RC - Unanimous

b. Finance Committee:

- 1. Treasurer's Monthly Report**

Motion to Approve 9-b-1

M. Crawford – made

J. Moll – seconded

M/C - RC - Unanimous

- 2. Ord. #22-1270 – Tax Levy**

Motion to Approve 9-b-2

M. Crawford – made

S. Gruberman – seconded

Mr. Cockrell asked why this wasn't presented at the September meeting like it was done previously. Mr. Dawson asked for a roll call vote.

Motion carried with 21 Ayes and 5 Nays with Mr. Bittle, Mr. Cockrell, Mr. Dawson, Mr. Langford and Mr. Reed voting nay.

- 3. Approval of Agreement with Paymentus Corporation to Receive Electronic Payment Services for the Building and Zoning Department**

Motion to Approve 9-b-3

M. Crawford – made

S. Gruberman – seconded

M/C - RC - Unanimous

- 4. Approval of Caseyville Township Request for Long Street Bridge Repairs in the Amount of \$75,000**

Motion to Approve 9-b-4

M. Crawford – made

R. Allen – seconded

M/C - RC - Unanimous

- 5. Approval of Cahokia Heights Request for Church Road Elevated Storage Tank Rehab in the Amount of \$1,340,625**

Motion to Approve 9-b-5

M. Crawford – made

C. McCall, Jr. – seconded

M/C - RC - Unanimous

6. Salary Claims

Motion to Approve 9-b-6

M. Crawford – made

J. Coers – seconded

M/C - RC - Unanimous

7. Expense Claims – Claims Subcommittee

Motion to Approve 9-b-7

M. Crawford – made

J. Coers – seconded

M/C - RC - Unanimous

c. Judiciary Committee:

- 1. Approval of Certified List of Candidates for Judges of Election 2022 – 2024**

Motion to Approve 9-c-1

C. McCall, Jr. – made

CJ Baricevic – seconded

M/C - RC - Unanimous

d. Management Information Systems Committee:

- 1. Approval of a Contract with JustFOIA for Implementation and Configuration of a FOIA System for State's Attorney's Office in the Amount of \$13,975**

Motion to Approve 9-d-1

R. Meile – made

J. Moll – seconded

M/C - RC - Unanimous

- 2. Approval a 2023 Flyover Contract with NearMap for Color Ortho and Oblique Aerial Imagery Acquisition in the Amount of \$200,000**

Motion to Approve 9-d-2

R. Meile – made

M. Smallheer – seconded

M/C - RC - Unanimous

e. Property and Recreation Committee:

- 1. Approval of Special Park Grants**

Motion to Approve 9-e-1

CJ Baricevic – made

W. Dancy – seconded

M/C - RC - Unanimous

f. Public Safety Committee:

- 1. Approval of a Contract with ATI Systems for Implementation and Configuration of a County Wide Outdoor Warning Siren System in the Amount of \$2,494,454.21**

Motion to Approve 9-f-1

J. Dinges – made

C. McCall, Jr. – seconded

M/C - RC - Unanimous

g. Transportation Committee:

- 1. Res. # 2753-22-RT – Authorizing a Contract with Volkert, Inc. for Design and Preparation for a Culvert Repair under Baldwin Road in the Amount of \$77,769**

Motion to Approve 9-g-1

CR Vernier – made

R. Wilhelm – seconded

M/C - RC - Unanimous

- 2. Res. #2754-22-RT – Awarding the Low Bidder Baer Heating & Cooling, Inc. to Replace the HVAC System at the Department of Roads & Bridges Office Building in the Amount of \$415,504**

Motion to Approve 9-g-2

CR Vernier – made

K. Easterley – seconded

M/C - RC - Unanimous

- 3. Res. #2755-22-RT – Authorizing a Contract with Gonzalez Companies, LLC for Design and Preparation for Shoulder Improvements to Concordia Church Road in the Amount of \$117,140**

Motion to Approve 9-g-3

CR Vernier – made

S. Gomric – seconded

M/C - RC - Unanimous

- 4. Res. #2756-22-RT – Authorizing an Agreement Between St. Clair County and the City of O'Fallon for Traffic Signal Equipment**

Motion to Approve 9-g-4

CR Vernier – made

R. Meile – seconded

M/C - RC - Unanimous

- 5. Res. #2757-22-RT – Authorizing an Agreement Between St. Clair County and the State of Illinois Dept. of Transportation to Transfer Jurisdiction of S. Old IL Route 158 from the North Edge of Eastbound Seibert Road Northerly .91 miles to the South Edge of Wherry Road**

Motion to Approve 9-g-5

CR Vernier – made

R. Wilhelm – seconded

M/C - RC - Unanimous

h. Trustee Committee

- 1. Res. #2758-22-R – Delinquent Taxes**

Motion to Approve 9-h-1

CJ Baricevic - made

R. Mosley, Jr. - seconded

M/C - RC - Unanimous

2. Approval of Extensions

Motion to Approve 9-h-2

L. Mosley - made

S. Greenwald - 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

CJ Baricevic - seconded

M/C - RC - Unanimous

12. Department of Revenue Report

Motion to Receive and File

M. Smallheer- made

CJ Baricevic - seconded

M/C - RC - Unanimous

13. Comments by the Chairman

Executive Session – Pending Litigation / Workers Compensation / Personnel

Motion to go into executive session at 7:51 p.m.

S. Gomric – made

K. Sharkey – seconded

M/C - RC - Unanimous

Motion to return to regular session at 7:54 p.m.

CJ Baricevic – made

K. Dawson – seconded

M/C - RC - Unanimous

Motion that this Board approve the settlement of the workers' compensation claim filed by Patricia Mann for a date of injury of December 30, 2020, causing permanent disability to the employee's right shoulder and body as a whole resulting in a monetary payment of \$32,689.50 for a 15% loss of use of the body as a whole. The Finance Committee has considered and recommended approval of the settlement amount. The Committee also recommended that counsel present said settlement to an Arbitrator of the Illinois Workers' Compensation Commission for judicial approval as discussed after St. Clair County Board approval. After approval of said settlement by an Arbitrator of the Illinois Workers' Compensation Commission, the Board hereby authorizes payment of the settlement to the employee through her attorney.

Motion to approve

M. Crawford – made

CJ Baricevic – seconded

M/C - RC - Unanimous

Motion that this Board approve the settlement of the workers' compensation claim filed by Ricky Eastern for a date of injury of March 4, 2020 causing permanent disability to the employee's right foot and body as a whole resulting in a monetary payment of \$42,968.98 for a 25% loss of use of the right foot and 5% loss of use of the body as a whole. The Finance Committee has considered and recommended approval of the settlement amount. The Committee also recommended that counsel present said settlement to an Arbitrator of the Illinois Workers' Compensation Commission for judicial approval as discussed after St. Clair County Board approval. After approval of said settlement by an Arbitrator of the Illinois Workers' Compensation Commission, the Board hereby authorizes payment of the settlement to the employee through his attorney.

**Motion to approve
M. Crawford – made
J. Coers – seconded**

M/C - RC - Unanimous

14. Any other Pertinent Business

Chairman Kern let the board know about the FEMA Disaster Declaration 4676 which addressed the flooding that occurred in July. On October 17, President Biden signed the declaration which opened individual assistance for residents of St. Clair County and mitigation/grant funds are available for the County to help prevent/reduce the impact of future incidents. The application for assistance is open for 60 days with the deadline on December 16, 2022. There are two recovery centers- Clyde Jordan Center in East St. Louis and the Caseyville Village Hall.

15. Adjournment

There being no further business, a motion was made by CJ Baricevic, seconded by R. Wilhelm that the Board stand adjourned until Monday, November 28, 2022, at 7:30 p.m., for the November. 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-OFFICIO CLERK OF THE 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

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

District 1
ROBERT L. ALLEN, JR.

District 2
HARRY HOLLINGSWORTH

District 3
WILLIE L. DANCY

District 4
ROBERT A. WILHELM

District 6
ROY MOSLEY, JR.

District 7
ED COCKRELL

District 8
KEN EASTERLEY

District 9
C. RICHARD VERNIER

District 10
CJ BARICEVIC

District 11
JERRY J. DINGES

District 12
SUSAN GRUBERMAN

District 13
STEPHEN E. REEB

District 14
ROBERT J. TRENTMAN

District 15
JOHN COERS

District 16
DAVID B. LANGFORD

District 17
STEVEN GOMRIC

District 18
MATT SMALLHEER

District 19
JANA MOLL

District 20
KEVIN DAWSON

District 21
ANDY BITTLE

District 22
MICHAEL O'DONNELL

District 23
RICHIE MEILE

District 24
MARTY T. CRAWFORD

District 25
CURTIS McCALL, JR.

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
RICK CASEY

COUNTY BOARD MEETING – October 24, 2022

7:30 p.m.

1. Invocation
2. Pledge of Allegiance
3. Call to Order
4. Roll Call
5. Public Participation
6. Approval of Minutes of September 19, 2022, Meeting
7. Reports & Communications from the Chairman
 - a. Proclamation Presentation- Lincoln High School Alumni
 - b. Proclamation Presentation – 4-H Week
 - c. Proclamation Presentation – Alpha Phi Alpha Fraternity
8. Miscellaneous Reports
9. Committee Reports
 - a. Animal Services Committee:
 1. Approval of Contract for Veterinarian Services with Stanley J. Niemann, DVM
 - b. Finance Committee:
 1. Treasurer's Monthly Report
 2. Ord. #22-1270 Tax Levy for the Year 2023
 3. Approval of Agreement with Paymentus Corporation to Receive Electronic Payment Services for the Building and Zoning Department
 4. Approval of Caseyville Township Request for Long Street Bridge Repairs in the Amount of \$75,000
 5. Approval of Cahokia Heights Request for Church Road Elevated Storage Tank Rehab in the Amount of \$1,340,625
 6. Salary Claims
 7. Expense Claims – Claims Subcommittee

- c. Judiciary Committee
 - 1. Approval of Certified List of Candidates for Judges of Election 2022 – 2024
- d. Management Information Systems Committee:
 - 1. Approval of a Contract with JustFOIA for Implementation and Configuration of a FOIA System for State's Attorney's Office in the Amount of \$13,975
 - 2. Approval of a 2023 Flyover Contract with NearMap for Color Ortho and Oblique Aerial Imagery Acquisition in the Amount of \$200,000
- e. Property and Recreation Committee:
 - 1. Approval of Special Park Grants
- f. Public Safety Committee:
 - 1. Approval of a Contract with ATI Systems for Implementation and Configuration of a County Wide Outdoor Warning Siren System in the Amount of \$2,494,454.21
- g. Transportation Committee
 - 1. Res. #2753-22-RT – Authorizing a Contract with Volkert, Inc. for Design and Preparation for a Culvert Repair under Baldwin Road in the Amount of \$77,769
 - 2. Res. #2754-22-RT – Awarding the Low Bidder Baer Heating & Cooling, Inc. to Replace the HVAC System at the Department of Roads & Bridges Office Building in the Amount of \$415,504
 - 3. Res. #2755-22-RT – Authorizing a Contract with Gonzalez Companies, LLC for Design and Preparation for Shoulder Improvements to Concordia Church Road in the Amount of \$117,140
 - 4. Res. #2756-22-RT – Authorizing an Agreement Between St. Clair County and the City of O'Fallon for Traffic Signal Equipment
 - 5. Res. #2757-22-RT – Authorizing an Agreement Between St. Clair County and the State of Illinois Dept. of Transportation to Transfer Jurisdiction of S. Old IL Route 158 from the North Edge of Eastbound Seibert Road Northerly .91 miles to the South Edge of Wherry Road

h. Trustee Committee:

- 1. Res. #2758-22-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**

October 24, 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 September 19, 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

October 30, 2022

“LINCOLN HIGH SCHOOL ALUMNI DAY”

WHEREAS, The educational doors of Lincoln High School in East St. Louis closed in June 1998 with its last graduating class; and

WHEREAS, Lincoln High School Alumni Association of East St. Louis was formed in November 2021 with Reginald Riddle-Young being the visionary driving force; and

WHEREAS, The following members comprise the executive board: Ellis M. Conley Davis ('60) – Vice President, Carmella Hardnett ('85) – Secretary, Ingrid Shelton Williams ('87) – Financial Secretary, DeWanna Chatman Palmer ('84) – Treasurer, Thomas Hood Jr. ('73) Chaplain, Tine Frye ('78), Jason Brown ('90), James Ross ('63) Victor Johnson ('83), Jeri Enlow Brown ('79), Sherrell McNeal ('91), Warletta Johnson Brookins ('81), Chris Crumble ('98) and Birdie Blackmon ('59); and

WHEREAS, The Association has as its mission to remember the legacy of Lincoln High School, maintain a relationship with alumni of Lincoln High School by promoting the spirit of unity through communications, reunions, locating alumni, acquiring and maintaining a building that would house the Association's memorabilia and to secure funds from dues, contributions, events and otherwise, in order to support activities which, result in the furtherance of the Association.

NOW THEREFORE BE IT PROCLAIMED *that I, Mark A. Kern, County Board Chairman, do hereby proclaim October 30, 2022, as “LINCOLN HIGH SCHOOL ALMUNI 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 24th day of October in the Year of Our Lord
two thousand twenty-two

MARK A. KERN, Chairman
St. Clair County Board

County of St. Clair

County



Board

Proclamation

October 2 – October 8, 2022

NATIONAL 4-H WEEK

WHEREAS, 4-H is America's largest youth organization, supporting nearly six million youth across the country; and

WHEREAS, 4-H is helping thousands of youth in St. Clair County to become confident, independent, resilient and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation; and

WHEREAS, 4-H provides experiences where young people learn-by-doing through hands-on projects in the important areas of health, science, agriculture and civic engagement; and

WHEREAS, National 4-H Week showcases the incredible ways that 4-H inspires kids to do and highlights the remarkable 4-H youth in St. Clair County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of nearly 500,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow in to true leaders, entrepreneurs and visionaries;

NOW THEREFORE BE IT PROCLAIMED that *I, Mark A. Kern, County Board Chairman*, do hereby proclaim October 2-8, 2022 as **National 4-H Week** and encourage the people of this community to recognize 4-H for the significant impact they have made on the youth and continue to make by empowering them with the skills they need to lead for a lifetime.

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 24th day of October in the Year of Our Lord
two thousand twenty-two

MARK A. KERN, Chairman
St. Clair County Board

County of St. Clair

County



Board

Proclamation

OCTOBER 24TH, 2022

ALPHA PHI ALPHA FRATERNITY
“DELTA EPSILON LAMBDA DAY”

WHEREAS, On December 14, 1947, the light of Alpha Phi Alpha was brought to East St. Louis, Illinois by eleven distinguished members who were initiated in their respective college chapters; and

WHEREAS, The charter members: Booker T. Blackwell, Edgar Green, Julius E. Higgins, Ramon C. Hill, Attorney Billy Jones, Elijah Langford, Ross Miller, Joseph O. Perry, Ora Polk, G.V. Quinn and Alvin Rountree contributed greatly to the East St. Louis Community; and

WHEREAS, Attorney Billy Jones served as the chapter's first president which laid the foundation for 19 additional men to be elevated to serve as president leading with distinction; and

WHEREAS, Alpha Phi Alpha over the past 75 years, has worked to uplift the lives of wholesome youth with its Lights of Alpha Male Mentoring Program, Big Brothers Big Sisters, Go To High School, Go To College and Paul Simon Leadership Institute programs; and

WHEREAS, Alpha Phi Alpha continues to meet the needs of the East St. Louis Community with its service projects that involves the American Cancer Society, Can Food Drive, School Supply Project, A voteless People Is A Hopeless People Campaign and The Webb-McDonald Scholarship to name a few.

NOW THEREFORE BE IT PROCLAIMED *that I, Mark A. Kern, County Board Chairman, do hereby proclaim Monday October 24th, 2022, as “DELTA EPSILON LAMBDA DAY”.*

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 24th day of October in the Year of Our Lord
two thousand twenty-two.

TO: ST. CLAIR COUNTY BOARD

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

SUBJ: Miscellaneous Reports

DATE: October 24, 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 September 13, 2022 to October 10, 2022 consisted of 486 juveniles: 454 boys and 32 girls. The report of same will be placed on file in the County Board office.

County Jail

The Jailer reports that prisoners from the period of September 13, 2022 through October 18, 2022 are an average of 457 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

October 13, 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 September 13th, 2022 through October 10, 2022.

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

Sincerely

Lawrence Brazil
Superintendent

DHS/cc

Population Report September 13, 2021 to October 10, 2022

	Boys	Girls	Total
09/13/22	15	1	16
09/14/22	14	1	15
09/15/22	13	1	14
09/16/22	13	1	14
09/17/22	13	1	14
09/18/22	15	1	16
09/19/22	15	1	16
09/20/22	13	1	14
09/21/22	12	1	13
09/22/22	18	2	20
09/23/22	16	1	17
09/24/22	15	1	16
09/25/22	15	1	16
09/26/22	15	1	16
09/27/22	19	1	20
09/28/22	17	1	18
09/29/22	18	1	19
09/30/22	18	1	19
10/01/22	19	1	20
10/02/22	19	2	21
10/03/22	19	2	21
10/04/22	19	2	21
10/05/22	17	1	18
10/06/22	17	1	18
10/07/22	17	1	18
10/08/22	17	1	18
10/09/22	18	1	19
10/10/22	18	1	19

Total 454 32

Grand Total 486



Daily Peak Population Report

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For Period Beginning on September 13, 2022 Through October 18, 2022 - Current Capacity: 418

Date	Population	Over/Under	Status
Tuesday, September 13, 2022	461	-43	Over Capacity
Wednesday, September 14, 2022	455	-37	Over Capacity
Thursday, September 15, 2022	450	-32	Over Capacity
Friday, September 16, 2022	446	-28	Over Capacity
* Saturday, September 17, 2022	438	-20	Over Capacity
Sunday, September 18, 2022	444	-26	Over Capacity
Monday, September 19, 2022	446	-28	Over Capacity
Tuesday, September 20, 2022	450	-32	Over Capacity
Wednesday, September 21, 2022	451	-33	Over Capacity
Thursday, September 22, 2022	449	-31	Over Capacity
Friday, September 23, 2022	460	-42	Over Capacity
Saturday, September 24, 2022	452	-34	Over Capacity
Sunday, September 25, 2022	458	-40	Over Capacity
Monday, September 26, 2022	466	-48	Over Capacity
Tuesday, September 27, 2022	471	-53	Over Capacity
Wednesday, September 28, 2022	464	-46	Over Capacity
* Thursday, September 29, 2022	474	-56	Over Capacity
Friday, September 30, 2022	471	-53	Over Capacity
Saturday, October 1, 2022	460	-42	Over Capacity
Sunday, October 2, 2022	463	-45	Over Capacity
Monday, October 3, 2022	467	-49	Over Capacity
Tuesday, October 4, 2022	468	-50	Over Capacity
Wednesday, October 5, 2022	469	-51	Over Capacity
Thursday, October 6, 2022	469	-51	Over Capacity
Friday, October 7, 2022	455	-37	Over Capacity
Saturday, October 8, 2022	448	-30	Over Capacity
Sunday, October 9, 2022	452	-34	Over Capacity
Monday, October 10, 2022	457	-39	Over Capacity
Tuesday, October 11, 2022	454	-36	Over Capacity
Wednesday, October 12, 2022	460	-42	Over Capacity
Thursday, October 13, 2022	455	-37	Over Capacity
Friday, October 14, 2022	463	-45	Over Capacity
Saturday, October 15, 2022	457	-39	Over Capacity
Sunday, October 16, 2022	453	-35	Over Capacity
Monday, October 17, 2022	456	-38	Over Capacity
Tuesday, October 18, 2022	461	-43	Over Capacity

Average Daily Population: 457

Days In Reporting Period: 36

* - Designates Min and Max Dates

... End of Report ...



ANIMAL SERVICES ST. CLAIR COUNTY

1250 SOUTH 11th STREET
P.O. BOX 506
BELLEVILLE, IL 62222-0506



Phone: 618-235-0585
Fax: 618-235-0661

CONTRACT FOR SERVICES

STANLEY J. NIEMANN, DVM, ADMINISTRATOR / ANIMAL CONTROL, 850 South State Street, Freeburg, Illinois 62243, and the ST. CLAIR COUNTY BOARD, hereby enter into a CONTRACT FOR SERVICES under the terms and conditions described below:

I. GENERAL PROVISIONS:

- 1.) The contract shall begin on January 01, 2023 and terminate on December 31, 2023.
- 2.) The Contract may be renewed on an annual basis with the written consent of both parties, notice of intent by both parties to be provided prior to the 1st of December each year.
- 3.) The Contract may be terminated by either party, with or without cause, upon provision of sixty (60) days written notice.
- 4.) The Administrator will be an independent contractor and not an employee of ST. CLAIR COUNTY for any purpose whatever.
- 5.) The terms and conditions contained in this document constitute the entire agreement of the parties and may only be supplemented, deleted, or altered by mutually agreed modification.

II. RESPONSIBILITIES, DUTIES, AND POWERS OF ANIMAL CONTROL

ADMINISTRATOR:

- 1.) The Administrator will be a currently licensed veterinarian in the State of Illinois.
- 2.) The Administrator shall perform all statutory duties enumerated in 510 ILCS 5/5.
- 3.) The Administrator shall have all police power as defined in 510 ILCS 5/5.
- 4.) The Administrator shall provide emergency treatment services as defined by standard veterinary practice for all animals received in the Animal Services Department during normal office operating hours.
- 5.) The Administrator will prepare laboratory specimens for shipment as needed.
- 6.) The Administrator will vaccinate all quarantined animals for the sum of \$17.00 per animal.
- 7.) The Administrator will provide pre-release examinations for all quarantined animals for the sum of \$17.00 per animal.
- 8.) The Administrator shall provide spay/neuter surgeries for the Pet Population Clinic animals at a fee of \$55.00 per animal.

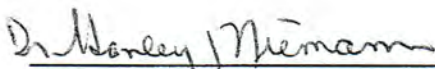
- 9.) The Administrator shall provide spay/neuter surgeries for the Adoption Center animals at a cost not to exceed \$75.00 per animal unless pre-approved by the Director.
- 10.) The Administrator will respond to all public inquiries regarding the care of quarantined animals.
- 11.) The Administrator will provide liability insurance for any and all activities undertaken on behalf of ST. CLAIR COUNTY naming ST. CLAIR COUNTY as a named insured.
- 12.) The Administrator will provide such written or oral reports as may be required by the ST. CLAIR COUNTY BOARD and /or the State of Illinois.

III. DUTIES AND RESPONSIBILITIES OF ST. CLAIR COUNTY:

- 1.) ST. CLAIR COUNTY will pay ADMINISTRATOR the sum of TWENTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$20,400.00) per annum, in the equal monthly installments of ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$1,700.00) payable to Freeburg Animal Hospital, said remuneration to be payment in full for all services and expenses except as noted in Section II (6) and (7) of this Contract.

- 2.) ST. CLAIR COUNTY will make available work areas and equipment necessary for the ADMINISTRATOR to complete his/her assigned responsibilities.
- 3.) ST. CLAIR COUNTY will provide support services (typing, phone answering, record keeping, etc.) as required for the ADMINISTRATOR to carry out his/her duties.

ENTERED on this 24th day of October 2022



STANLEY J. NIEMANN, DVM
Administrator
License #090-005985



MARK A. KERN, Chairman
ST. CLAIR COUNTY BOARD

REVIEWED BY:



Director of Administration

Approval of Contract for Veterinarian Services with Stanley J. Niemann, DVM

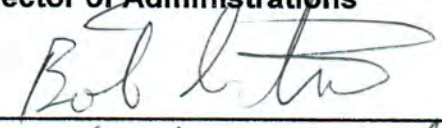
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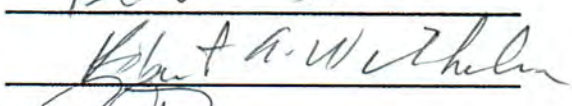


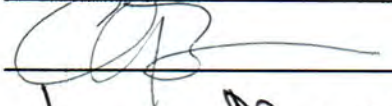
State's Attorney's Office

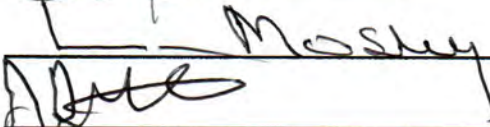


Director of Administrations




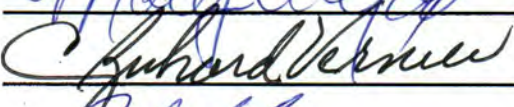


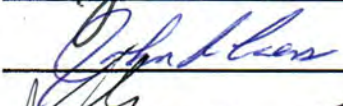


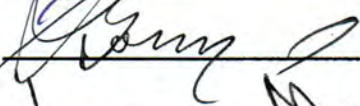



ANIMAL SERVICES COMMITTEE

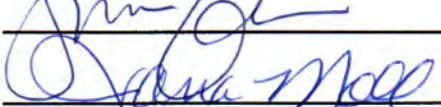












FINANCE COMMITTEE



FUND SUMMARY
Cash/Checking Activity
August 1, 2022 - August 31, 2022

St. Clair County

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
100-1000	Gen County Fund	30,050,535.47	6,040,486.08	4,182,505.38	0.00	31,908,516.17
117-1170	Pers Prop Replacement	9,646,950.23	155,512.61	0.00	0.00	9,802,462.84
130-1300	Geographic Inf System	339,362.91	27,655.00	62,472.25	0.00	304,545.66
140-1400	Par/Mutual Fund	939,696.14	71,352.13	39,596.85	0.00	971,451.42
150-1500	Tort Liability Fund	3,353,384.46	1,402,447.48	111,774.22	0.00	4,644,067.72
160-1600	Capital Replacement Tax	-2,444,232.88	1,978,681.50	3,236,065.90	0.00	-3,701,621.28
170-1700	Metrolink Security Fund	206,977.30	150,215.19	195,934.18	0.00	161,258.31
175-1750	Dispatching Services	-297,968.84	372,220.88	223,226.81	0.00	-148,974.77
180-1800	SA Offender Accountability Pro	52,739.41	1,365.81	0.00	0.00	54,105.22
190-1900	Payroll Escrow Fund	308,903.89	60,000.00	0.00	0.00	368,903.89
200-2000	County Highway Fund	5,906,864.73	710,393.06	122,434.28	0.00	6,494,823.51
201-2010	County Bridge Fund	8,475,083.18	34,300.50	2,253.08	0.00	8,507,130.60
202-2020	Matching Tax Fund	5,652,710.66	389,206.49	19,146.03	0.00	6,002,771.12
203-2030	Motor Fuel Tax Fund	10,488,735.20	452,541.17	232,521.19	0.00	10,708,755.18
206-2060	Highway Equipment Trust Fund	276,712.35	84,695.84	54,415.51	0.00	306,992.68
207-2070	Township Motor Fuel Tax	2,559,945.75	106,304.12	324,500.64	0.00	2,341,749.23
209-2090	Highway Payroll Fund	0.00	172,262.05	172,262.05	0.00	0.00
210-2100	Lease Payable Fund	4,910,632.82	3,558,251.08	0.00	0.00	8,468,883.90
211-2110	Social Security Fund	2,157,183.11	607,496.61	262,285.47	0.00	2,502,394.25
212-2120	Retirement Fund	6,163,460.18	1,132,196.23	902,540.82	0.00	6,393,115.59
215-2150	Sale In Error	794,482.51	0.00	4,958.68	0.00	789,523.83
217-2170	Recorder's Office Escrow	503,722.05	33,485.00	25,791.17	0.00	511,415.88
218-2180	Trustee E. St. L Demolition	2,693,320.43	0.00	2,500.00	0.00	2,690,820.43
221-2210	Parks Grant Comm Commission	1,740,279.21	65,628.91	12.62	0.00	1,805,895.50
221A-2211	Parks Grant Comm Prop/Rec	2,668,411.17	68,706.00	78,761.29	0.00	2,658,355.88
225-2250	Veterans Assistance	790,801.96	112,996.60	24,337.10	0.00	879,461.46
236-2360	County Clerk Grants	254,688.80	25,657.00	25,170.33	0.00	255,175.47
237-237-NEW	Special Grants Fund	-573,928.82	25,745.00	8,422.16	0.00	-556,605.98
240-2400	County Health Fund	4,749,435.53	788,605.73	521,452.11	0.00	5,016,589.15
241-2410	Landfill Surcharge Fund	563,724.90	0.00	27,997.06	0.00	535,727.84
245-2450	Mental Health Fund	1,167,245.33	770,971.12	194,320.66	0.00	1,743,895.79
246-2460	Mental Health Grants	55,790.69	72,756.04	1,988.21	0.00	126,558.52
251-2510	American Rescue Plan	47,229,626.65	0.00	9,995.00	0.00	47,219,631.65
253-2530	Emergency Telephone System	4,983,696.81	284,210.86	327,206.57	0.00	4,940,701.10

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Portfolio CFUN

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FUND SUMMARY
Cash/Checking Activity
August 1, 2022 - August 31, 2022

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
257-2570	Per Population	56,037.19	4,175.00	1,154.00	0.00	59,058.19
260-2600	Court Automation Fund	3,204,147.37	90,079.58	58,569.26	0.00	3,235,657.69
261-2610	Court Document Storage Fund	2,921,547.67	89,895.49	64,654.67	0.00	2,946,688.49
262-2620	Electronic Citation Fund	573,802.51	6,981.52	0.00	0.00	580,784.03
264-2640	Circuit Clerk Title IV-D	-25,021.17	9,093.00	9,436.60	0.00	-25,364.77
265-2650	Maint/Child Support	199,451.47	5,285.00	6,488.06	0.00	198,248.41
266-2660	Foreclosure Mediation Fund	99,177.76	4,600.00	0.00	0.00	103,777.76
267-2670	Visitation Center Fee	118,683.88	28,825.97	100,024.00	0.00	47,485.85
268-2680	Law Library Fund	1,289,961.20	45,443.25	9,228.60	0.00	1,326,175.85
269-2690	Bailiff Fund	361,735.16	111,040.07	75,633.62	0.00	397,141.61
270-2700	S A Title IV-D	-83,089.81	184,906.12	53,528.50	0.00	48,287.81
272-2720	CASA Fee Fund	3,546.35	44.90	0.00	0.00	3,591.25
273-2730	Children's Advocacy Center	36,152.16	20,741.81	6,000.00	0.00	50,893.97
277-2770	SA Records Automation Fund	143,721.13	269.49	0.00	0.00	143,990.62
278-2780	SA Foreclosure Bond Escrow	-35,775.67	340.12	4,293.74	0.00	-39,729.29
285-2850	Prob Service Outlet	709,546.35	41,536.39	38,528.31	0.00	712,554.43
285-2851	Probation Service	2,961,194.42	27,695.31	16,594.17	0.00	2,972,295.56
285-2852	Probation Payroll	-1,327,384.39	977,579.41	170,991.84	0.00	-520,796.82
286-2860	Mental Health Court	58,139.91	966.09	0.00	0.00	59,106.00
290-2900	County Detention Home	-137,027.63	351,786.76	144,440.09	0.00	70,319.04
295-2950	Coroner's Fund	84,431.21	5,375.00	3,537.65	0.00	86,268.56
300-3000	Drug Traffic Prevention	7,284.45	466.95	0.00	0.00	7,751.40
305-3050	Sheriff's DUI Fund	8,974.60	35.85	0.00	0.00	9,010.45
315-3150	Sheriff's Asset Forfeiture	88,498.58	11,526.39	8,026.15	0.00	91,998.82
330-3300	Sheriff State Forfeiture	283,606.70	0.00	198.99	0.00	283,407.71
335-3350	Commissionary Fund	387,755.41	588.69	24,888.96	0.00	363,455.14
350-3500	Jail Medical Fund	7,510.38	1,185.38	0.00	0.00	8,695.76
355-3550	Victim Witness Grant	6,107.50	7,837.50	3,461.60	0.00	10,483.40
370-3700	Domestic Violence Advocate	-10,875.83	18,320.92	3,294.24	0.00	4,150.85
383-3830	Project Renee Grant	-124,904.89	176,710.90	34,771.40	0.00	17,034.61
384-3840	Judicial Grants	-2,229.71	5,394.07	266.23	0.00	2,908.13
385-3850	State's Atty Grants	-1,852.55	28,013.27	69,343.74	0.00	-43,183.02
386-3860	Probation Grants	-29,435.11	67,065.57	18,851.99	0.00	18,778.47
	DUI Alcohol Safety Fund	-28,324.68	59,513.50	20,868.08	0.00	10,320.74

FUND SUMMARY
Cash/Checking Activity
August 1, 2022 - August 31, 2022

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
387-3870	Auto Theft Grant	400,329.81	2,102,005.00	151,789.57	0.00	2,350,545.24
500-5000	MidAmerica Airport Fund	575,069.03	54,857.98	0.00	0.00	629,927.01
500-5002	MidAmerica CFC	39,934.88	3,985.69	0.00	0.00	43,920.57
550-5500	Employees Medical Trust	1,013,148.13	1,465,508.72	1,283,873.14	0.00	1,194,783.71
570-5700	SCC Unemployment Trust	225,372.52	77,850.83	0.00	0.00	303,223.35
610-6100	Prior Year Protest	4,484.21	0.00	1,029.80	0.00	3,454.41
700-7000	Arbitration Fund	-2,348.00	28,069.97	20,684.00	0.00	5,037.97
			25,851,743.55	13,801,292.62	0.00	182,480,616.72

ORDINANCE NO. 22-1270
COUNTY OF ST. CLAIR, ILLINOIS
TAX LEVY FOR THE YEAR 2023

October 24, 2022

BE IT ORDAINED by the County Board of St. Clair County, Illinois, as follows:

A tax for the following sum of money as itemized in the 2022 Appropriation attached hereto and incorporated herein by reference, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the County of St. Clair in the State of Illinois be and the same is hereby levied for the purposes specified against all taxable property in the County of St. Clair for the calendar year commencing on the 1st day of January 2023, and ending on the 31st day of December, 2023.

Object Number

FOR GENERAL FUND PURPOSES (Fund 100)

TOTAL GENERAL FUND	\$ <u>13,386,561</u>
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FOR BRIDGE FUND PURPOSES (Fund 201)

TOTAL BRIDGE FUND	\$ <u>2,610,833</u>
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FOR COUNTY HIGHWAY FUND PURPOSES (Fund 200)

For the purpose of improving, maintaining, repairing, constructing, and reconstructing the County Highways required to be maintained, repaired, and constructed by the County excepting those roads and bridges constructed by the County and financed in whole or in part with Motor Fuel Tax Funds, Federal Aid Road Funds, or other funds received from the State, and for acquiring and maintaining machinery and equipment, or for acquiring, maintaining, operating, constructing, or reconstructing buildings for housing highway offices, machinery, equipment, and materials, used for the construction, repair, and maintenance of such highways.

TOTAL COUNTY HIGHWAY FUND	\$ <u>5,179,874</u>
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FOR MATCHING TAX FUND PURPOSES (Fund 202)

For the purpose of providing funds to pay the expenses for engineering and right of way costs, utility relocations and its proportionate share of construction or maintenance of highways in the federal-aid primary, secondary, or County highway network and costs incurred incident to transportation planning studies conducted in cooperation and by formal agreement with the Department of Transportation and the designated authority of the United States Government.

TOTAL MATCHING TAX FUND	\$ <u>2,600,467</u>
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FOR DETENTION HOME FUND PURPOSES (Fund 290)

TOTAL DETENTION HOME FUND \$ 853,142

FOR MENTAL HEALTH FUND PURPOSES (Fund 245)

TOTAL MENTAL HEALTH FUND \$ 4,773,032

FOR TORT LIABILITY FUND PURPOSES (Fund 150)
Self-Insurance Trust (fund)

TOTAL TORT LIABILITY FUND \$ 11,027,976

FOR VETERANS ASSISTANCE FUND PURPOSES (Fund 225)

TOTAL VETERANS ASSISTANCE FUND \$ 556,287

FOR ILLINOIS MUNICIPAL RETIREMENT FUND PURPOSES (Fund 212)

TOTAL ILLINOIS MUNICIPAL RETIREMENT FUND \$ 8,035,982

FOR SOCIAL SECURITY FUND PURPOSES (Fund 211)

TOTAL SOCIAL SECURITY FUND \$ 4,419,789

FOR COUNTY HEALTH FUND PURPOSES (Fund 240)

TOTAL COUNTY HEALTH FUND \$ 1,544,490

***BONDS PAYABLE (Fund 450)**

TOTAL DEBT SERVICE FUND \$ 7,872,150

***FOR LEASE PAYABLE FUND (Fund 210)**

TOTAL LEASE FUND \$ 15,732,574

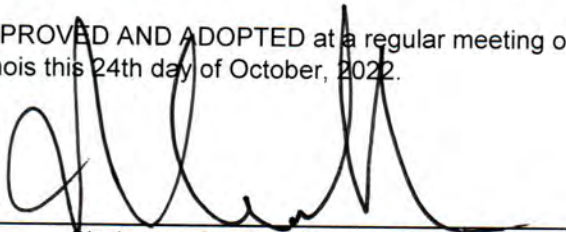
FOR CHILDREN'S ADVOCACY CENTER (FUND 273)

TOTAL CHILDREN'S ADVOCACY \$ 186,235

TOTAL LEVY ALL FUNDS \$ 78,779,392

*Levies for bond payments and Public Building Commission leases are set by County Clerk. The above numbers are estimates.

APPROVED AND ADOPTED at a regular meeting of the County Board of St. Clair County in the State of Illinois this 24th day of October, 2022.


Chairman, St. Clair County Board

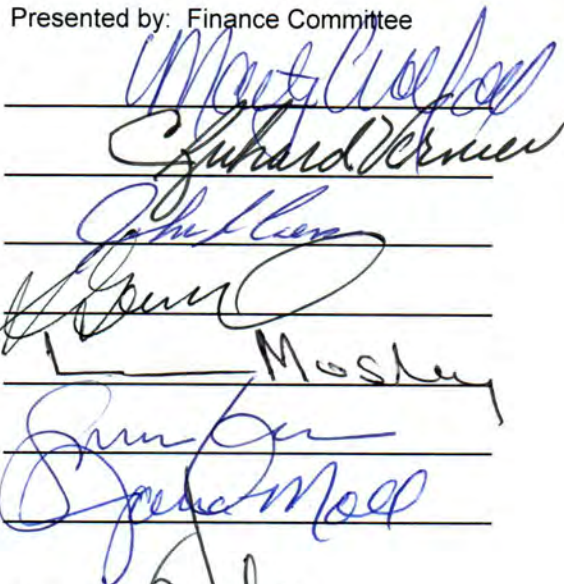
ATTEST:


Clerk of the Board

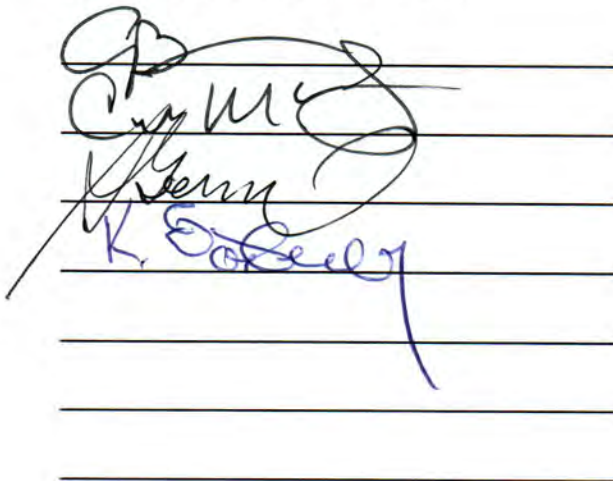
ORDINANCE NO. 22-1270

COUNTY OF ST. CLAIR, ILLINOIS TAX LEVY
FOR THE YEAR 2023

Presented by: Finance Committee




Approved by: Judiciary Committee



Reviewed by:

State's Attorney


Director of Administration

MASTER SERVICES AGREEMENT

Client:	St. Clair County IL
Client Address:	St. Clair County Building 10 Public Square Belleville, IL 62220
Contact for Notices to Client:	Jackie Krummrich
Estimated Number of Yearly Payments:	10,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Place, Suite 400, Charlotte, North Carolina 28277. Customer and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

PAYMENTUS LEGAL FORM REVISION OF 10.22.21

Paymentus

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND [CLIENT NAME]

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 **"Agreement" or "Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time.

1.2 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 **"Effective Date"** is the date the last party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.

1.4 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.

1.5 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.

1.6 **"Initial Setup"** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.7 **"IPN" or "Instant Payment Network"** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.8 **"Launch Date"** means the date on which Client completes the introduction to Users of

all Services selected by Client as of the Effective Date.

1.9 **"Non-Qualified Transaction"** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.

1.10 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.

1.11 **"Payment Amount"** means the amount of a Payment.

1.12 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.13 **"Paymentus Fee"** is defined in Section 3.2.

1.14 **"Platform"** is defined in Section 2.1.

1.15 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.16 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 **"User"** means a user of Client's services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its

communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption marketing as described in Section 5.2.
- (iv) Launching the Service within 30 days of Paymentus making the system available.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus

Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall require the indemnified party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVEN RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

9. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform

and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Depart at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

10.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties

concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

10.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.9 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit	2.95% per transaction for credit/debit cards \$1.00 per transaction for e-checks/ACH.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	2.95% per transaction for credit/debit cards \$1.00 per transaction for e-checks/ACH	<input checked="" type="checkbox"/>

Note: Average Bill Amount: \$300.00. Maximum Amount per Payment is \$25,000. Multiple payments may be made.

Chargebacks and returned checks will be billed at \$9.95 per item.

Swipe Device - \$250 per device

EMV Device - \$450 per device.

Schedule B – Client Payment Data

CentralSquare billing system

Permits

2000 bills per year.

Approval of Agreement with Paymentus Corporation to Receive Electronic
Payment Services for the Building and Zoning Department

REVIEWED BY:

State's Attorney's Office

William M.

Director of Administration

Mary C. C. C.
Richard Vermer

John L. Coen

W. Berry

Mostey

Jim C.
James M. C.

FINANCE COMMITTEE



Village of Caseyville

909 South Main Street
Caseyville, Illinois 62232

618-344-1234
Fax: 618-394-1234

October 7, 2022

St. Clair County Board Chairmen,

G. W. SCOTT, SR.
Mayor

CINDY MILLER
Village Clerk

WALLY ABERNATHY
Trustee

JOHN BUCKLEY
Trustee

KENT LUEBBERS
Trustee

RON SANFTLEBEN
Trustee

ANTHONY(TONY)ALVAREZ
Trustee

DAN CARY
Trustee

BRIAN RADER
Supt. of Public Works

THOMAS COPPOTELLI
Chief of Police

DOUG STEWART
Attorney

TAMARA AMMANN
Treasurer/Comptroller

PHILLIP LITTLE
Zoning Administrator

JEREMY DIEL
Fire Chief

In late July of this year, our area, along with other areas in the metro east and St. Louis region had 10" - 12" of rain. Little Canteen Creek was over topping in several areas on both sides of the creek. After about 6 hours of rain, the levee was breached on the south side, washing out approximately 75'-100'. The washout area then filled the field between the railroad tracks and the creek behind the shop. The water then went over the railroad tracks behind Vandalia bus garage parking lot washing out about 400' of the railroad bed.

After the rain, we observed several areas where the water breached the top of the creek on both sides. In some areas we saw small breaks in the creek banks on both the north and south side of the creek. Sloughing off on the exterior of the levee was also observed.

The creek area that is prone to flooding and over topping in these types of intense rains is located from Long Street Bridge to the railroad track trestle in Caseyville. The north side of the creek is where our Village Park is located. When over topping, the water from the creek had drained to, and flooded, a section of the Village Park. Most of the creek is located through the farm field areas and is under private ownership. The Village is in the process of negotiating with the owners on solutions to prevent and /or limit this type of flooding in the future. All the area discussed that was or had flooding is located within the 100-year flood plain as determined by FEMA.

Any help or a financial assistance would be appreciated in the repairs, research, and/or widening of the banks.

Respectfully submitted,

Mayor G.W. Scott Sr.
Village of Caseyville

VILLAGE OF CASEYVILLE LEVEE REPAIRS 2022



Kamadulski Excavating & Grading Co., Inc.

4336 State Route 162

Granite City, IL. 62040-6409

Contact: Mark M Crays 618-410-2141

Phone: 618-931-3760

Fax: 618-797-1228

Quote To: BRIAN RADER

Job Name:

Date of Plans:

Phone:

Revision Date:

Fax:

Bid good for 30 days from date of bid

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization & Demobilization	1.00	JB	12,500.00	12,500.00
20	Stripping - Excavation - Levee Keyway	1.00	JB	17,135.00	17,135.00
30	Slide Repair				
40	a. first 1300 cy	1,300.00	CY	42.50	55,250.00
50	b. all over 1300 cy	1.00	CY	42.50	42.50
60	Establishment of Turf (Seed-Fert-Mulch)	1.00	JB	11,815.00	11,815.00
70	Levee Washout Locations	1.00	JB	51,335.00	51,335.00

GRAND TOTAL

148,077.50

NOTES:

Standard Kamadulski Insurance Applies

Does Not Include

Bid or Performance Bonds

Permits or Fees


QA, QC for others work

Approval of Caseyville Township Request for Long Street Bridge Repairs in the Amount of \$75,000


REVIEWED BY:

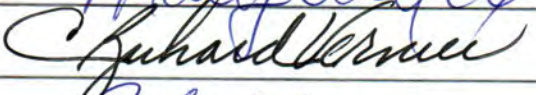



State's Attorney's Office




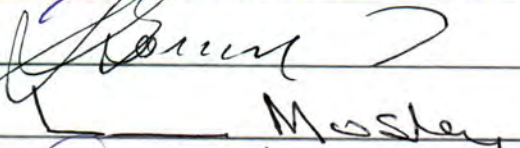
Director of Administration




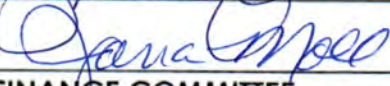












FINANCE COMMITTEE



City of Cahokia Heights
Office of the Mayor
103 Main Street
Cahokia Heights, Illinois 62206
(618) 337-9500

Curtis McCall Sr, Mayor

Richard Duncan, City Clerk

October 19, 2022

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

Dear Chairman Kern:

This letter is written to request funds from the county for an important infrastructure project in the City of Cahokia Heights. The project is the **Church Road Water Tower Renovation**. The work includes rehabilitation and repair of the existing above ground drinking water storage tank located on Church Road in the City. This tank is an essential part of the drinking water system for City residents and businesses, as it provides storage capacity needed for supply of potable water to the system, as well as helping to maintain flows and pressure to the system for normal usage as well as for fire protection.

The work will include structural, mechanical, and safety repairs and upgrades to the tank and supports, as well as cleanout, sandblasting, and new coating. **Our engineers estimate the project will cost approximately \$1,340,000.** Plans and specifications for the project are nearly completed, after which it can be put out for competitive bidding, with construction anticipated to occur over the next 6-12 months.

Thank you for your interest and assistance with this important infrastructure project.

Sincerely,

Curtis McCall, Sr.

Mayor



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

October 18, 2022

Mayor Curtis McCall, Sr.
City of Cahokia Heights
103 Main Street
Cahokia Heights, IL 62206

SUBJECT: Church Road Elevated Storage Tank Rehab
HR # 860-0772

Dear Mayor McCall:

As requested, please find the project description and updated opinion of probable cost for the Church Road Water Tower project. Please understand that this project, while nearly complete for the design, plans, and specifications, has not yet been put to bid, nor have any permits needed from the IEPA been secured for the construction. As such, and considering the timing of delivery of equipment, and availability of specialty contractors for this type of work, there may be delays in groundbreaking, or unforeseeable increases in cost.

Project Description:

Work includes rehabilitation of existing 500,000 gallon welded steel water above-ground storage tank including full containment; sandblast clean and paint tank interior and exterior; apply exterior logo / lettering; lead paint abatement; clean and remove silt / sediment; removal and proper disposal of waste; post signs; clean off top of tank foundations; remove and replace grout at base of tank foundation connections; apply sealant to tank foundations; clean, tighten and tack weld anchor bolts and nuts; remove and replace riser manway and hinge or davit arm assembly; install riser freeze proof drain valve; overflow pipe duck bill check valve; concrete splash pads / swales and rock blanket transitions; remove and replace exterior access ladder, standoff supports, safety climb system and lockable ladder gate / guard; remove, modify and adjust stay rod bands, repairs and riser clips; remove and replace balcony handrail; drill weep holes in balcony; install new secondary shell manway and hinge or davit arm assembly; install hinge or davit arm assembly to existing primary shell manway; install new secondary roof access hatch and hinge assembly; install new secondary interior access ladder, standoff supports and safety climb system; remove and replace existing primary interior access ladder, standoff supports and safety climb system; install safety handrail around top of tank; install safety handrail around top of riser pipe; remove cathodic protection system and patch / close roof openings; install seam seal on all un-welded interior roof lap seams; install complete potable submersible water storage tank hydrodynamic mixing system; install complete electrical and control systems work for mixing system; tank disinfection; all appurtenances and minor details necessary to make the completed improvements operational with the project specifications.

Opinion of Probable Construction Cost:

In our opinion based on compared analysis of similar tank rehab projects, the estimated project cost is **\$1,340,625**. The estimated project cost includes construction, contingency, engineering, construction administration and third party construction observation.


In providing for our opinion of probable construction cost, it should be understood that the engineer has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining or developing prices, or over competitive bidding or market conditions. Opinions of probable cost, as provided for herein, have been made on the engineer's experience and qualifications, and represents his or her best judgment as a design professional familiar with the construction industry. However, the engineer does not and can not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared for the Owner.

If you should have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCH, INC.

5 Bank Square
East St Louis, IL 62203
(t) 618.398.0890


James W. Nold
Senior Project Manager

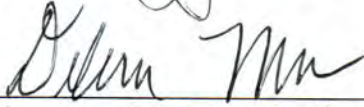
www.hurst-rosche.com

Approval of Cahokia Heights Request for Church Road Elevated Storage Tank
Rehab in the Amount of \$1,340,625

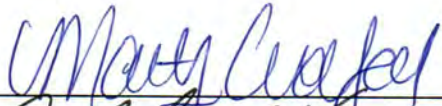
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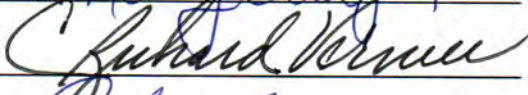



State's Attorney's Office

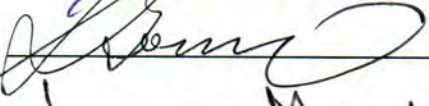


Director of Administration










Henry J. Mosley



FINANCE COMMITTEE

October 24, 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 October 2022 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE
St. Clair County Board

October 24, 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 October 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



ST. CLAIR COUNTY BOARD

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

MARK A. KERN
CHAIRMAN



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

TO: St. Clair County Board

FROM: Mark A. Kern, Chairman
St. Clair County Board

RE: Certified List of Candidates for Judges of Election 2022-2024

DATE: October 24, 2022

The County Clerk has provided the Certified List of the Election Judges for upcoming elections. Due to the size of the Election Judge List, these books have been placed on file in both the County Board Office and County Clerk's Office for your review.

This Order, designated as Order No. 25456 (this "Order") is entered into as of the date of the last signature (the "**Order Effective Date**"), by and between JustFOIA and Customer.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties.
- B. No change order, notice, direction, authorization, notification or request will be binding upon Customer or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- C. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Customer purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- D. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- E. This Order, and any claim dispute or controversy hereunder (a "Dispute") will be governed by the laws of the state where Customer is located, in each case without giving effect to any principles of conflicts of laws. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- F. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- G. This, and the preceding Sections of this Order shall survive after termination or expiration of the same.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

JustFOIA, Inc. ("JustFOIA")

Signed: E-SIGNED by Larry Davidson
on 2022-11-04 15:41:47 GMT

Name: Larry Davidson

Title: General Manager

Date: November 04, 2022

ST. CLAIR COUNTY ("Customer")

Signed: 

Name: James A. Gauria

Title: St. Clair Co. Atty. Gen.'s

Date: 11/1/22

#10 PUBLIC SQUARE, STE 150
BELLEVILLE, IL 62220

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Jeff Sandusky
jeffrey.sandusky@co.st-clair.il.us
cc AP Contact: IT@co.st-clair.il.us
Desired URL: co.st-clair.il.justfoia.com

Customer Name: St. Clair County
Customer Address: #10 Public Square, STE 150, Belleville, IL 62220
Quote Number: 25456
Quote Type: New JustFOIA System

Quote Date: October 17, 2022
Subscription Period Start Date:
December 01, 2022
Subscription Period End Date:
November 30, 2023

Product Description:

JustFOIA ANNUAL RECURRING SERVICES

	Qty.	Unit Cost	Total
<input checked="" type="checkbox"/> JustFOIA Pro Tier 4: Up to 5,000 Requests	1	\$11,500.00	\$11,500.00
<input checked="" type="checkbox"/> Adobe Pro for JustFOIA Pro	1	\$1,725.00	\$1,725.00

SUBTOTAL - RECURRING ANNUAL SERVICES

\$13,225.00

Service Description:

JustFOIA SERVICE PACKAGES

	Qty.	Unit Cost	Total
<input checked="" type="checkbox"/> Pro Implementation Services		Included	Included
<input checked="" type="checkbox"/> Configuration of 1 Request Form		Included	Included
<input checked="" type="checkbox"/> Adobe Pro Installation for JustFOIA Pro	1	\$750.00	\$750.00

SUBTOTAL - ONE-TIME SERVICES

\$750.00

YEAR 1 ORDER COST

\$13,975.00

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

Customer has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Customer has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a **"Bankruptcy Event"**), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Customer has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Customer pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Customer is a city, county, or other government entity the following applies: If Customer's governing body fails to appropriate sufficient funds to make payments due and to become due during Customer's next fiscal period, Customer may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an **"Event of Non-appropriation"**). Customer agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Customer agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

PRICING & BILLING TERMS

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none">▪ Initial Sale: Upon providing Customer online access to the Solution.▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	Upon delivery completion and Customer acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Customer shall constitute that JustFOIA has conducted its own review and believes it meets Customer's requirements. Customer shall then have the right to conduct its own review of the Deliverable as Customer deems necessary. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Customer must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Customer within five (5) business days from request.
- Customer will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Customer does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CUSTOMER TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Fill out configuration form
- Attend system walkthrough and create any additional users
- Attend admin and user trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification

JustFOIA TASKS & DELIVERABLES

- Lead project Kickoff Call to identify implementation milestones
- Deploy site in the Microsoft Azure Government Cloud
- Establish and configure initial Admin and Power User security credentials
- Personalize Public Portal with Customer branding
- Introduce and conduct walkthrough to customer system
- Configure number of request forms defined in Order and necessary workflow statuses
- Set up current departments and observed holidays
- Configure system email templates

- Provide configuration and training for purchased platform add-ons
- Provide technical support through user testing before going live
- Conduct 1 Remote Basic Admin Training (1 hour) and 1 Remote Advanced Admin Training (1.5 hours); recording made available in Training Center
- Conduct 1 Remote User System Training (1 hour); recording made available in Training Center
- Provide Hypercare Check-in Service (up to 2 weeks)
- Assist with transition to Customer Success and Support Teams
- Provide Go-Live Marketing press kit

ADOBE PRO PLUG-IN CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Purchase Adobe Pro and valid license
- Grant remote access to JustFOIA as necessary during configuration

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Adobe Pro Plug-in
- Complete testing and training

ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JustFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties. JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA's knowledge, Customer's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Customer Warranties. Customer warrants that JustFOIA's use of Customer data and/or any other item provided by Customer, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Customer warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Customer are reserved by JustFOIA.

CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Customer may only upload public and non-confidential data to the Solution. Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Customer's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Customer's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by

Solution and stored external to Solution by Customer during the Subscription Period.

Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Customer information from its server's files that Customer has in common with other users. Customer understands and agrees that once the Customer instance of the Solution is decommissioned, JustFOIA may not be able to provide Customer a copy of the data included therein. Customer agrees that it will back up all Customer information that it requires. JustFOIA may decommission any environment after 45 days of Customer not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website, including, without limitation, availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Customer Information. If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Customer to restrict

such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or Paypal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

INDEMNIFICATION & LIMITATION OF LIABILITY

(a) General Indemnification.

JustFOIA ("Indemnifying Party") shall indemnify, defend and hold the Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws;
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

(b) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE

APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Customer's request, will name Customer as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Customer is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

GOVERNMENT PROVISIONS

The provisions below are applicable only if Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

(a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

(b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Customer if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

MISCELLANEOUS

(a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

(c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

(d) Publicity.

JustFOIA may use the name of Customer, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

(e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

(f) Relationship of Parties.

JustFOIA's relationship to the Customer is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

(g) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

(h) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

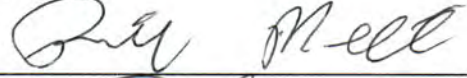
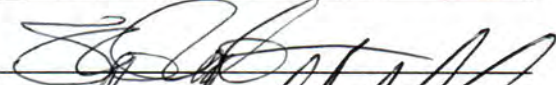


JustFOIA, Inc.
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@justfoia.com

Resolution No. IT-17OCT22(A)



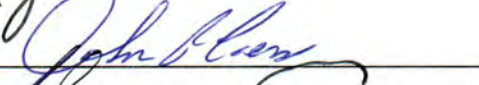
REVIEWED BY:

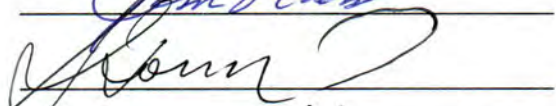


Director of Administration

APPROVED BY:

MIS COMMITTEE




FINANCE COMMITTEE



September 28, 2022

County of St. Clair, State of Illinois
Jeffrey C. Sandusky, Director
10 Public Square, Room A-200
Belleville, IL 62220-1623

RE: Request for Proposal - RFP GIS2022-01

Dear Selection Team,

Nearmap US, Inc. (Nearmap) respectfully submits our response for the "Color Orthophoto Imagery / Oblique 4-way Frame Color Imagery Request for Proposal" (RFP). Our company has been collecting and publishing aerial imagery in North America since 2014. We have been flying in Illinois since October of 2014, proactively capturing approximately 45% of St. Clair County at least once annually. Currently we have 19 imagery datasets for the area.

Nearmap is unique in the geospatial market and can provide the County the best value for their investment:

- An in-house technology stack built expressly to capture and rapidly process aerial imagery nationwide
- A dedicated, distributed, and highly scalable fleet of aircraft and sensors
- Amazon Web Services cloud processing, data delivery, and viewing application
- Partnerships with bespoke lidar and planimetric data providers
- 3D and AI-derived data processed from every capture
- Integrations with third-party software

We invite you to learn more in the following pages, and to experience why over 97% of our government customers renew their subscriptions. It will be a pleasure to assist the County in enhancing business processes and better serving the public.

Sincerely,

A handwritten signature in black ink that reads "Shelly Carroll". The signature is written in a cursive, flowing style.

Shelly Carroll, ACP, CBAP, PMP
VP and General Manager, Nearmap Public Sector



ST. CLAIR COUNTY INFORMATION TECHNOLOGY

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

PROPOSAL SHEET **RFP GIS2022-01**

DESCRIPTION

Color Orthophoto imagery with 3-inch resolution and oblique 4-way frame color imagery with 3-inch resolution for St. Clair County in accordance with the image coverage map provided by the County.

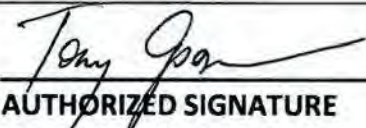
Optional Service: orthoimagery web map service hosted by vendor which can be consumed using ESRI software.

TOTAL PRICE

3 Year Total of \$200,000 or \$66,666 per year.

Included

The undersigned has read and understands the requirements of this Request for Proposal and is authorized to bind his/her firm in a contract.

 AUTHORIZED SIGNATURE	<u>9/27/2022</u> DATE
Tony Capone PRINTED NAME	Nearmap US Inc. COMPANY NAME
10897 South River Front Parkway Suite 150 COMPANY ADDRESS	South Jordan, UT 84095 CITY STATE ZIP
801-675-7989 TELEPHONE NUMBER	N/A FAX NUMBER
30-0834546 FEDERAL TAX ID NUMBER	https://www.nearmap.com/us/en WEB-SITE ADDRESS
adam.fox@nearmap.com EMAIL ADDRESS	

The background of the entire page is a collage of various aerial images. In the top left, there's a view of a river with a bridge and surrounding urban areas. Below that, on the left, is a roller coaster. In the center, there's a large, circular building complex, possibly a stadium or arena. To the right of the center is a large, rectangular building with a flat roof. The bottom left shows a colorful, abstract pattern that looks like a map or a satellite image with different colors representing different features. The bottom right shows a large, rectangular building with a flat roof, similar to the one in the center but from a different angle or at a different time.

Request for Proposal (RFP)

St. Clair County, Illinois
RFP GIS2022-01

**Color Orthophoto Imagery and
Oblique 4-way Frame Color
Imagery**

September 28, 2022

Submitted by Nearmap US, Inc.
10897 S River Front Parkway
Suite 150
South Jordan, UT 84095

nearmap 

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CONTACT INFORMATION

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adam.fox@nearmap.com

INTRODUCTION

Nearmap US, Inc. (**Nearmap**) is an award-winning provider of cloud-based geospatial information services and innovative location intelligence. We provide high-resolution digital aerial imagery and spatial data derived from it. Nearmap delivers this content through our flagship web application, MapBrowser, and through interfaces with third-party software. This Software-as-a-Service (SaaS) approach provides customers instant data access, unparalleled performance, and greatly reduces IT and data management costs.

Nearmap has been capturing aerial data with our proprietary systems in North America since 2014. U.S. Operations are headquartered in South Jordan, Utah, with offices in Seattle, Washington; Arlington, Virginia; and New York City, New York.

We serve all levels of government, from small cities and counties to state and federal agencies (U.S. Army Corps of Engineers and National Guard as examples). Nearmap content is used in 22 agencies within 14 state governments.

Nearmap flies over 1,750 imagery missions in the U.S., covering over 80% of the parcel base, with a frequency of up to three times per year. In 2021 this totaled more than 723,000 square miles. Nearmap has 2,800 customers in the U.S. and 12,000 worldwide.

The Nearmap ambition: Be the source of truth that shapes our livable world.

PROJECT UNDERSTANDING

Nearmap understands that the St. Clair County Information Technology (IT) Department is interested in receiving proposals to acquire 3-inch resolution color orthoimagery and oblique color imagery for all of St. Clair County, Illinois. The defined project area is approximately 752 square miles. Imagery acquisition must occur in snow-free primarily leaf-off conditions (less than 30% full bloom) in spring of 2023 (March/April).

Work will include aerial acquisition, image processing, required viewing software, content delivery subscriptions, end user and administrator training, and support/maintenance. The County is interested in using Esri software to consume the orthoimagery via a web map service (WMS/WMTS) hosted by the vendor. The period of performance will be for full implementation and three (3) years.

DELIVERABLES

Project deliverables will include:

1. **Digital color orthoimagery**, 3-inch or better Ground Sample Distance (GSD), in both seamless tiled GeoTIFF and seamless MrSID countywide mosaic formats
2. **Digital color oblique 4-way imagery**, 3-inch or better GSD, to be served through the vendor's web-based viewing application

3. **Web-based application that supports:**
 - a. storage and viewing of images of a location from different compass directions
 - b. measurement of elevation, structure height, and ground distance from oblique images
 - c. location of a site by county parcel number or address
4. **Web-based application** that consumes County GIS data through the County ArcGIS server REST web map services
5. **Free aerial imagery disaster coverage** for EF4 or greater tornado damage, areas damaged by terrorist attacks, earthquakes measuring 5.0 or higher on the Richter Scale, and other disasters that fall under federal disaster declarations

See [Solution Description](#) for additional details.

COORDINATE REFERENCE SYSTEM

All offline deliverables will be projected as State Plane Coordinate System, NAD 83, Illinois West, U.S. Survey Foot, and will use the County's grid tiling and nomenclature schema.

NEARMAP DIFFERENTIATORS

What makes Nearmap unique in the marketplace and the best solution for the County?

Our approach is proactive and progressive. We built our entire technology stack in-house to capture and rapidly process imagery 365 days a year. We deliver imagery and high-value data derived from it using cloud services. **Nearmap customers enjoy an ever-growing library of content and tools at their fingertips, at considerable savings.**

- **Proactive capture library.** Nearmap has been consistently collecting imagery in the U.S. since 2014, with the objective of capturing change. We have been flying in Illinois since 2014, with a library of 19 historic proactive captures that cover approximately 45% of St. Clair County.
- **Rapid delivery and instant access.** Nearmap offers the fastest data processing and delivery in the industry. Imagery becomes available to customers within weeks after capture. Content can be instantly streamed on any connected device (desktop or mobile).
- **Consistently high resolution and quality of deliverables.** Our Vertical (orthogonal) imagery and Oblique imagery are delivered at 3-inch or better resolution. Imagery, 3D, and Artificial Intelligence (AI)-derived data is all captured and processed using a single technology stack, ensuring alignment and consistent results over time.
- **MapBrowser.** Nearmap's flagship web-based platform, MapBrowser, offers powerful performance from any connected device. Navigate easily between imagery types and vintages, add your own geospatial data, create markups for printouts, and save and share work as projects.
- **Integrations.** Nearmap content can integrate with leading third-party GIS, CAD, and Asset Management software including Esri, Autodesk, and Trimble Cityworks. And MapBrowser can ingest local GIS datasets.
- **Reduced IT costs and superior solution performance.** In Nearmap's SaaS model of data delivery, we manage the IT systems and datasets, allowing customers to focus on operations and insights.

EXPERIENCE AND QUALIFICATIONS

EXPERIENCE

Nearmap has been capturing data with our proprietary systems across North America since 2014. We serve all levels of government, from cities and counties to state and federal agencies (U.S. Army Corps of Engineers and National Guard as examples). Nearmap technology and content are currently used 22 agencies within 14 state governments. We have nearly 800 unique government customers.

Nearmap flies over 1,750 **Proactive Capture** imagery missions in the U.S., covering over 80% of the parcel base, with a frequency of up to three times per year. Our **custom capture program, NearmapNow**, accommodates customer areas of interest and timeframes. This RFQ would expand our current Proactive Capture footprint to cover all of St. Clair County. Nearmap has been flying in Illinois since October of 2014, proactively capturing approximately 45% of St. Clair County at least once annually since that time (Figure 1 pink crosshatch).

In 2021 we captured imagery in North America totaling 723,000 square miles. The Nearmap content library is 6 petabytes and growing daily – we are Amazon Web Services' second largest customer by total data served.

Figure 1 - Nearmap Proactive Capture of St. Clair County



Our historic library of imagery for the crosshatch area above includes:

Table 1 - Historic imagery available for crosshatch area illustrated above

YEAR	PROACTIVE CAPTURES
2022	March, August
2021	March, August
2020	February, August
2019	March, September
2018	February, April, August
2017	February, July, November
2016	February, September
2015	April, August
2014	October

CREDENTIALS

Nearmap follows International Standards Organization (ISO), U.S. Federal Geospatial Data Committee (FGDC), and American Society for Photogrammetry and Remote Sensing (ASPRS) guidelines for our geospatial practices. Our products meet FGDC *“National Standard for Spatial Data Accuracy”* and ASPRS *“Positional Accuracy Standards for Digital Geospatial Data, 2014”*.

We are a proud corporate member of the ASPRS, contributing to their mission of advancing knowledge of mapping sciences to promote the responsible applications of photogrammetry, remote sensing, geographic information systems (GIS) and supporting technologies. Nearmap is also member of numerous other professional organizations, contributing to communities through event sponsorships, workshop engagements, and volunteer efforts.

To simplify buying, Nearmap is listed on the Federal GSA Schedule and partners with Carahsoft, the largest technology solutions provider for the public sector. Vendors qualified by GSA and Carahsoft have passed strict vetting processes by the federal government and are considered “best-in-breed” solutions.

PARTNERS

Nearmap super-charges information management systems. We team with geospatial industry leaders including Autodesk, Esri, and Trimble Cityworks to bring our award-winning content into the world’s most popular platforms. We are an Esri Gold Partner, and as such ensure Nearmap content can be easily ingested into Esri platform environments.

ACCOMPLISHMENTS

The most important measure of Nearmap success is the voice of our customers. Over 97% of government customers renew their subscriptions.

“We invested in Nearmap AI this year, and preliminary findings are showing that it will have a 242.8% Return on Investment (ROI), just with found improvements and pools. This promising result brought up more questions about how we can utilize this process to focus on appraisal efforts in the field.” - Bexar County Appraisal, Texas (2021)

Nearmap is also receiving accolades from technology and business awards across the globe:

- 2020 Fast Company “World’s 10 Most Innovative Enterprise Companies”
- 2020 MountainWest Capital Network “Fastest Growing Companies in Utah”
- 2019 Esri “Gold Partner” status awarded
- 2019 Gallup “Great Workplace”
- 2019 Utah “Best Companies to Work For”
- 2017 Esri “Best New Content Provider”
- 2015 Deloitte Asia Pacific Technology “Fast 500™”
- 2014 Deloitte Australia Technology “Fast 50™”

Figure 2 – Nearmap industry awards



SERVICES TO BE PERFORMED

SOLUTION DESCRIPTION

Nearmap’s solution for the County is a seamless package comprised of the following components:

- Vertical (Orthogonal) Imagery
- Oblique and Panorama Imagery
- MapBrowser Web Application
- GeoData Link
- Offline Copy

III

VERTICAL (ORTHOGONAL) IMAGERY

Nearmap Vertical Imagery is served online as a seamless orthorectified mosaic, suitable for measuring and an accurate basemap for geospatial data overlays. Offline copies can be tiled or mosaicked in a variety of formats.

Table 2 - Vertical Imagery specifications

VERTICAL IMAGERY SPECIFICATIONS	HYPERCAMERA 2 (HC2)
Ground Sample Distance (GSD)	2.2" (5.6cm)
Absolute Horizontal Accuracy	7.8" (19.8cm) RMSEr
Horizontal Measurement Precision (Relative Horizontal Accuracy)	4.6" (11.5cm) within one photo 23" (58cm) between photos
Datum/Projection	WGS84/Spherical Mercator, WGS84/UTM, NAD83/UTM, NAD 1983/State Plane
Spectral Resolution	RGB natural color
Export/Offline File Format	GeoTIFF, JPG2, MrSID

Figure 3 - Vertical Imagery with parcel data and roads – Belleville, IL. Captured August 7, 2022.



OBLIQUE AND PANORAMA IMAGERY

Nearmap Oblique Imagery is captured concurrently with our Vertical Imagery.

Our Oblique Imagery is a collection of unaltered images captured by our HC2 camera systems. The HC2 photographs points of interest at many view angles, not just the standard static angles (nadir and 15°, 30°, and 45° from nadir) of other oblique cameras. Oblique Imagery is captured concurrently with our Vertical Imagery. Oblique

images are captured in North, South, East, and West orientations. This combination of directions and view angles provides expansive viewing options and minimizes features being obscured by other features. Measurements of ground elevation, feature height, and distance are quick and highly accurate.

Table 3 - Oblique Imagery specifications

OBLIQUE IMAGERY SPECIFICATIONS	
Ground Sample Distance (GSD)	2.8" (7.1cm) or better
Relative Horizontal Accuracy	6" (15cm)
Absolute Horizontal Accuracy	NA
Absolute Vertical Accuracy	NA
Datum/Projection	WGS84/Spherical Mercator
Spectral Resolution	RGB natural color

Figure 4 - Oblique imagery – Downtown Belleville, IL. Captured March 2, 2022.



Nearmap Panorama Imagery is an uninterrupted perspective map for each cardinal direction, assembled from the Oblique Images. Panoramas allows users to view angled images while zooming and panning.

Unlike an orthophoto, more than one mathematical adjustment may be applied across a single oblique image to ensure they form a seamless panorama for display. For this reason, Panoramas are unsuitable for measurements.

Table 4 – Panorama Imagery specifications

PANORAMA SPECIFICATIONS	
Ground Sample Distance (GSD)	2.8" (7.1cm)
Relative Horizontal Accuracy	See statement above
Absolute Horizontal Accuracy	See statement above
Absolute Vertical Accuracy	See statement above
Spectral Resolution	RGB natural color

Figure 5 - Panorama Imagery –Scott Air Force Base, IL. Captured March 2, 2022.



IMPACTRESPONSE

On average, more than 19,000 square miles collected annually

The Nearmap ImpactResponse product provides priority access to Nearmap captures proactively flown immediately after disasters. Events that have a significant impact on infrastructure, or property where customer interests are affected, qualify for ImpactResponse. The resulting content equips emergency services, government agencies, property management firms, construction and engineering firms, and property and casualty insurance providers with rapid intelligence for response and recovery.

Our Flight Operations Team constantly monitors weather and destructive events across North America, capturing events that meet the thresholds in the table below. Only customers subscribed to the ImpactResponse product receive access to its content. ImpactResponse will be included free of charge to the County for the duration of the contract, with the threshold for flights to include areas damaged by terrorist attacks, earthquakes measuring 5.0 or higher on the Richter Scale, and other disasters that fall under federal disaster declarations.

Table 5 – ImpactResponse event types

EVENT TYPE	SEASON	DEFINITION
Hurricane	June to November	Severity: National Oceanic and Atmospheric Administration (NOAA) CAT-2 or above occurring during the declared hurricane season Area: Minimum 385mi ² (1000km ²) Population: Over 10,000, according to 2020 US Census Data
Tornado	April to June	Severity: National Weather Service (NWS) EF2 or above Area: Minimum 75mi ² (200km ²) Population: Over 100,000 according to 2020 US Census Data
Wildfire	June to September	Severity: Areas with significant impact to property and/or infrastructure Area: Minimum 75mi ² (200km ²) Population: Over 10,000 according to 2020 US Census Data
Earthquakes	Any	Severity: 5.0 or greater on the Richter Scale Area: Any Population: Any
Damage by Terrorist Attacks	Any	Area: Any Population: Any
Areas falling under Federal Disaster Declaration	Any	Area: Any Population: Any

Figure 6 - ImpactResponse capture (left) and standard capture (right)



MAPBROWSER

Nearmap content and tools are available through MapBrowser, our web application designed to rapidly navigate and display the entire library of Nearmap content. Key features include:

- **Intelligent search:** Quickly search by address, point of interest, latitude/longitude, or use the “Locate Me” tool in the field for real-time geolocation; perform custom searches of indexed data layers.
- **Flexible view:** Smooth, responsive, unrestricted panning and zooming to adjacent images; full on-screen image rotation; compass indicator; coordinate and elevation details with a simple click on the map.
- **Projects workspace:** Save, organize, update, and share project areas with other users.
- **Mark-ups:** Intuitive tools for mark up and measurement means critical project details can be stored in one central location. The annotation tool enables collaboration, with the ability to mark up imagery with notes, markers, and arrows so all team members can stay informed.
- **Feature Data Layers:** Import and overlay GIS feature data layers with the ability to search for, label, query, and identify features.
- **Side-by-side window analysis:** Compare any two vintages of data in the same screen, including with GIS and AI Data Layer overlays, with the Split View tool.
- **Precise measurement:** Measurement tools allow users to determine specific 3D dimensions.
- **Purpose-built export:** Export georeferenced images with or without measurements, annotation, and data overlays; export 3D data in industry-standard formats; export AI Vector data layers.

Figure 7 – MapBrowser interface on a desktop, tablet, and cell phone





GEODATA LINK

GeoData Link allows customers to leverage their own GIS data, and published data services of others, within the power of Nearmap's MapBrowser. Data consumed from an Esri endpoint (ArcGIS Server REST service) is displayed in the MapBrowser display sidebar inspector panel, and all MapBrowser content and tools are available for use.

Benefits of GeoData Link include:

- Access to local geospatial vector data and attributes from any connected device, within MapBrowser
 - Nearmap Vertical and Oblique imagery
 - Nearmap AI and 3D Data (if these additional data subscriptions have been purchased)
 - MapBrowser tools and functionality
- A curated view, accelerating user tasks

Figure 8 - MapBrowser with customer parcel data and the inspector panel



INTEGRATIONS

Nearmap recognizes the County is interested in using Esri software (ArcGIS Enterprise, ArcGIS Online, ArcGIS Desktop and Pro) to consume the orthoimagery via web map service (WMS/WMTS) hosted by vendor.

Our geospatial content is both Open Geospatial Consortium (OGC) compliant and REST architecture-oriented, ready for ingestion to third-party applications multiple ways, as illustrated in the table below.

Table 6 – Nearmap integrations

INTEGRATION	CONTENT TYPE	DESCRIPTION
Application Programming Interfaces (APIs)	Vertical imagery, Oblique/Panorama imagery, 3D data, AI data	See descriptions below
Export from MapBrowser	Vertical imagery and 3D data	Import into ArcGIS Pro, Bentley, QGIS, InfraWorks, and other popular platforms
Esri ArcGIS Marketplace	Vertical imagery	Stream content into Esri products by purchasing Nearmap content through the Esri Marketplace
Esri ArcGIS Online	Vertical and Oblique imagery	View and measure imagery from four cardinal directions through Web AppBuilder
Google Earth	Vertical imagery	Stream content directly into Google Earth
Web Map Service (WMS 2.0)	Vertical imagery, Oblique/Panorama imagery, 3D data, AI data	Stream content directly into GIS, CAD, Asset Management, or bespoke applications

Web Map Tile Service (WMTS)	Vertical imagery, Oblique/Panorama imagery, 3D data, AI data	Stream content directly into GIS, CAD, Asset Management, or bespoke applications
Tyler Technologies	Vertical and Oblique imagery	Beta widget to stream content into iasWorld CIMA solution

Pass-through integrations can also be developed within other third-party applications to access MapBrowser or display Nearmap content.

Figure 9 - Nearmap Obliques in ArcGIS for Portal - Web AppBuilder application



Application Programming Interfaces (API)

Nearmap offers a range of APIs for customers to access content within popular GIS, CAD, CIMA, Asset Management, and bespoke applications. Users can swiftly validate the Nearmap connection using API Key Authentication and obtain a WMS URL that loads into the application.

- **Tile API:** Access Vertical and Panorama imagery using Google Maps Tile Coordinates, via a simple URL request in an application. If subscription terms permit, customers can bulk download Nearmap imagery. Consume the Tile API directly in ArcGIS Online.
- **Coverage API:** Obtain a list of vintages by date for a location, then use Nearmap's Tile API to retrieve the imagery. View metadata for a given point, polygon, or tile coordinate where there is coverage, or only content vintages that intersect with a polygon specified.
- **Image API:** The easiest way to display a small amount of imagery in a web page (i.e., a single property).
- **DSM and True Ortho API:** Access 3D content in the forms of a Digital Surface Model and True Orthos, and access Nearmap Vertical imagery. This API offers high-speed display for smaller areas (i.e., neighborhoods).
- **AI Feature API:** Retrieve AI Data Layers for an AOI, and optionally, a date range.



OFFLINE COPY

Offline copy of Nearmap Vertical Images will be made available in the formats specified in the RFP:

1. GeoTIFF tiled by St. Clair County tile index
 - a. The tiling index is comprised of 2,331 3000-foot by 3000-foot tiles that matches the County grid system. Tiles will be contiguous, non-overlapping and suitable for creating a seamless mosaic.
2. MrSID county-wide mosaic (compression rate to be determined by the County, 1:50 is common)

All offline copy will be delivered on a portable hard drive device supplied by Nearmap. Offline copy deliverables will become the property of St. Clair County.

METHODOLOGY

CAPTURE CONDITIONS

Nearmap content production is highly efficient and economical because all imagery is acquired and processed to meet the same high-resolution specifications, using the same proprietary technology stack. We follow industry-standard aerial imagery guidelines and best practices (also see [Quality](#)).

Natural color imagery (RGB) will be captured in leaf-off conditions, when:

- Sun angle is at least 30 degrees above the horizon
- The ground is not obscured by clouds, haze, fog, smoke, dust, snow, or rain
- Streams and waterbodies are within normal bank levels
- No other environmental obstructions exist that affect the quality or interpretability of the imagery

DATA CAPTURE

- **Imaging technology:** Nearmap's proprietary airplane-mounted camera systems (HyperCameras) are designed to capture extremely high-resolution imagery over large areas in short timeframes. The patented HyperCameras can create geometrically corrected (orthorectified) imagery anywhere in the world, without the expense and logistics of a full ground control survey.

HyperCameras capture images of any given location with greater photo redundancy than other camera systems. This means the lattice of interconnections between photos is denser, so a collection of images ties together more solidly and positional error is minimized. The collection of images is further locked into position by the GPS locations recorded constantly during flight.

- **Control:** Nearmap uses the U.S. National Spatial Reference System (NSRS) survey point network and land surveyors as ground control, primarily for accuracy assessment.
- **Fleet:** Nearmap cultivates strong partnerships with regional Aerial Operators to execute our Capture Program. The Aerial Operators Team serves Nearmap exclusively 365 days a year across North America, using only Nearmap technologies. This approach to aerial data acquisition offers sizeable benefits for customers, including maximum flexibility for scheduling, mission optimization, and significant cost savings.
- **Flight Planning:** Acquisition is planned by our Flight Operations Team, who prepare all flight plans to the specifications of the project using proprietary software. The software adjusts for local topography, ensures adequate flight line overlap, incorporates expected conditions, and optimizes mission efficiency. Nearmap flight plans are proprietary.
- **Flight Conditions:** The Flight Operations Team closely monitors weather up to and during acquisition to ensure captures are executed under optimal conditions and within specified capture windows. They coordinate in real time with the Aerial Operators Team to direct activities.
- **Daily Acquisition Activities:** The Flight Operations Manager communicates daily with Aerial Operators and proactively mitigates any possible disruptions (i.e., Air Traffic Control flight approval, poor weather or atmospheric conditions, equipment malfunctions).

Pilots perform safety and operation inspections of aircraft, avionics, and camera systems before capture missions. Pre-flight checks on HyperCamera systems include loading and verifying the capture hard drives, proper GPS visibility, self-calibration, and successful test shots. During missions, pilots ensure that altitude deviation, roll, pitch, and yaw are kept within camera system parameters. They are vigilant for changing atmospheric conditions that could impact final data products.

Upon landing, pilots perform a post-flight quality assessment of data acquired during flight. Captured data and mission logs are expedited to our North American Operations Office in Virginia.

- **Reflights:** If imagery is identified as not meeting project specifications, a reflight is scheduled immediately.

DATA PROCESSING

Nearmap's patented HyperVision data processing pipeline leverages the computing power, scalability, and reliability of cloud computing to automatically process imagery and flight data.

HyperVision processing can produce a complete city-wide coverage within days. Resulting content includes Vertical and multi-view Oblique imagery, 3D Data and AI Data.

- **Vertical imagery:** Geometric distortion in the aerial imagery is removed to produce a mosaicked image accurate to a specified map scale accuracy. Aerial Triangulation calculates 3D coordinates for each pixel in a 2D image using multiple images of the same point, plus detailed camera information. Bundle adjustment simultaneously refines those coordinates for all images in a collection to optimize positional accuracy. Imagery contrast, color, and brightness will be consistent. Color balancing and edge-matching ensures a seamless natural appearance across the collection of images. Mosaicking stitches corrected images into a measurable "photo map".
- **Oblique imagery:** Oblique images are unaltered and provided as a standalone product. A duplicate collection of obliques is processed in conjunction with the orthorectified imagery to determine the surface location of each pixel in an oblique image. The processed oblique images are then developed into a continuous mosaic (panorama).
- **3D Data Products:** Nearmap's proprietary data processing pipeline leverages the dense lattice of interconnections between Vertical and Oblique images to generate our Textured Mesh product. Separate processing workflows generate Point Cloud, Digital Surface Model (DSM), Digital Elevation Model (DEM), and True Ortho imagery products.
- **AI Data Products:** Our processing pipeline automatically transforms high-resolution Vertical imagery and 3D Data into thematic raster and vector information through object recognition.

DATA DELIVERY

- **MapBrowser:** Nearmap's flagship web application, MapBrowser, is designed for easy navigation and instant service of our content library to any internet-connected device. It also serves as an export portal.
- **Integrations:** Nearmap geospatial content is Open Geospatial Consortium ("OGC") compliant and can be ingested to third-party applications in multiple ways, making it easy for customers to streamline and enhance their existing workflows. See [Integrations](#).
- **Offline Copy:** Hardcopy content is delivered several weeks after streamed content becomes available, in tiling schema, file formats, and coordinate reference systems of a customer's choosing.

PROJECT MANAGEMENT

Nearmap stands for one thing above all: Certainty. Certainty in the content we deliver, its channels of delivery, and in how we enable our customers.

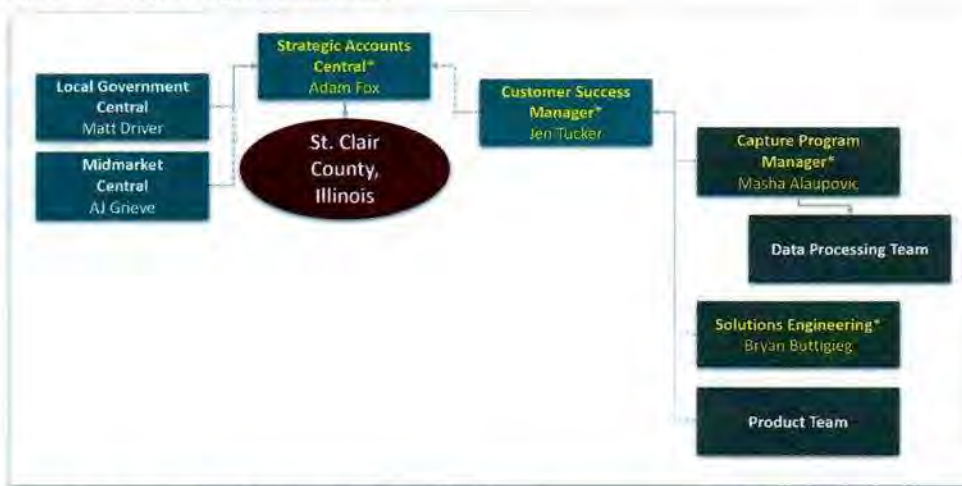
Our project management plan is designed to bring the most efficient, effective, and long-lasting value to the County's investment in Nearmap.

PROJECT TEAM

In the organization chart below, blue boxes indicate Nearmap's Public Sector Team for the Central U.S. and grey boxes represent the technical disciplines. Starred positions indicate the core project team for the County's solution.

Adam Fox will serve as the County's primary Point of Contact and Project Manager. Jen Tucker will coordinate training, support, and reachback across disciplines to ensure the County fully leverages their investment.

Figure 10 - Project organization chart



Adam Fox, Strategic Accounts Manager, is a favorite name-requested project and account manager with Nearmap government customers. Mr. Fox is approachable, has a keen eye for detail, is highly attentive to customers, and has a knack for “seeing around corners” to identify opportunities and mitigate risks before they emerge. He enjoys a strong rapport with his Public Sector and discipline teammates.

Jen Tucker, Customer Success Manager, is responsible for helping customers leverage their Nearmap products to improve how they work. She is responsive, reliable, deeply knowledgeable of geospatial use cases and Nearmap, and has full reachback to all technical disciplines. Training and support are her specialties. Ms. Tucker will support the County throughout the life of the contract.

Masha Alaupovic, Capture Program Manager, joined the Nearmap Capture Program in. Ms. Alaupovic is unflappable and a logistics master. She oversees a team of nearly 20 that manage the planning, acquisition, processing, and delivery of all Nearmap content in North America. Besides the logistical feat of maintaining the Proactive Capture program operations at peak efficiency, Ms. Alaupovic evaluates, plans, and oversees the execution of custom captures.

Bryan Buttigieg, Solutions Engineer, is a remote sensing and geospatial analysis expert, assisting customers with using MapBrowser tools, connecting to content, working with Nearmap APIs, and using Nearmap content in third-party software. Customer questions of “How do I...?” are answered expertly and in short order. Consider Brian the County's “technical concierge”.

Additional support. Public Sector team account executives will provide additional support as needed.

COMMUNICATIONS

Effective and efficient communications are the cornerstone of how Nearmap operates. Our mission, and the business outcomes of our customers, depend on it. The way we work – our organizational structure, our systems, and our processes – is centered on this principle.

Team communications to the County will be regular, responsive, and effective. Our designated Single Point of Contact makes the County's interactions with Nearmap simple and impactful.

SCHEDULE

Nearmap will notify the County when the project imagery has been acquired. The County can also set watch list locations and subscribe to automatic notifications of new content through MapBrowser.

Because of our rapid cloud processing and delivery pipeline, early access viewing is not common, but Nearmap would like to learn more about County needs so that together we can develop a plan that best serves end users. An estimated schedule is below, pending weather and air traffic control.

Table 7 - Proposed estimated schedule

DELIVERABLE	EST. START DATE	EST. DELIVERY DATE
Vertical Imagery	March/April 2023	4-6 weeks after capture
Oblique and Panorama Imagery	March/April 2023	4-6 weeks after capture
ImpactResponse Imagery	Shortly after a disaster meeting the thresholds described in this proposal	2-5 days after capture, depending on disaster size
MapBrowser web application and historic content	Available immediately	Available immediately
GeoData Link	Available immediately	Available immediately
Integrations (WMS/WTMS)	Available immediately	Available immediately
Offline Copy	Immediately after Vertical and Oblique Imagery streamed content is published	Approximately 2 weeks after Vertical and Oblique Imagery streamed content is published

RISK MANAGEMENT

Nearmap actively and comprehensively manages risk across the enterprise. Our Risk Management integrates all business functions and personnel, including technology, air operations, cybersecurity, business continuity, and customer success. Risks are mitigated through a continuous cycle.

Figure 11 - Risk management cycle



Quality

Quality Management is a key component of Nearmap Risk Management. Our enterprise Quality Management includes both proactive (Quality Assurance, "QA") and responsive (Quality Control, "QC") elements to uphold product, project, and customer service requirements.

We follow International Standards Organization (ISO), U.S. Federal Geospatial Data Committee (FGDC), and American Society for Photogrammetry and Remote Sensing (ASPRS) guidelines for geospatial data practices. Nearmap is a corporate member of the ASPRS, contributing to their mission of advancing knowledge of mapping sciences to promote the responsible applications of photogrammetry, remote sensing, geographic information systems (GIS) and supporting technologies.

Project Risk Mitigation

Nearmap captures, processes, and delivers data for millions of square miles every year. The efficiency of our camera systems, a tightly streamlined processing pipeline, and highly scalable cloud platform allow us to deliver products within agreed-upon timeframes for 98% of projects.

- **Safety:** Safety is the top priority of Nearmap aerial operations. We have developed deep understanding of the risks involved in flying capture missions, and how they are most effectively managed. Aerial Operators follow all Federal Aviation Administration (FAA) rules and regulations. The Flight Operations Team mitigates risk through a vigorous set of standards, procedures, and monitoring.
- **Acquisition:** Flight plans are designed, and checks implemented to ensure flight plans meet customer technical specifications and coverage. The Flight Operations Team monitors conditions and temporary flight restrictions daily to identify any necessary flight plan revisions.
- **Aircraft Malfunction:** Nearmap has numerous aircraft operating 365 days a year across North America. Should an issue occur to an aircraft assigned to this project, Nearmap will mobilize replacement resources to the location within twenty-four (24) hours.
- **Equipment Malfunction:** In the unlikely event of an equipment malfunction, Nearmap has a dedicated team of field service engineers on-call for service. If a camera system cannot be repaired in a timely manner, Nearmap will draw upon its global pool of aircraft and systems to support the project.
- **Platform:** Nearmap's processing pipeline is hosted on Amazon Web Services (AWS) in the U.S., allowing us to scale reliably to speed data production. Our data library and MapBrowser application are also hosted on AWS, ensuring the redundancy, availability, and capacity to sustain uptime and performance.
- **Staffing:** If a proposed schedule may be delayed due to a limitation of North American staff, Nearmap can leverage resources from our Australian Production Team.
- **Cybersecurity:** Nearmap is continuously improving cyber awareness, resilience, and security. See [Continuity](#) and [Security](#).

CUSTOMER SUPPORT

Live customer support is available by phone and email during normal business hours Monday-Friday, Mountain Time. The Account Manager will establish a regular cadence with the County Point of Contact to ensure Nearmap is optimized for County operations. They will suggest approaches and methods to using Nearmap products, coordinate integration setup/support with Nearmap Solution Engineers, and identify additional products to extend value of the County's investment.

TRAINING

Onboarding to the Nearmap user community is designed and developed by our Enablement Team. This team develops content, workflows, timelines, and check-in processes based in learning sciences. The Enablement Team also onboards new Nearmappers. Between customer feedback, support ticket data/intelligence, and the ramp-up experiences of our new hires, we test and continuously refine how users become proficient with products.

The Nearmap CSM will organize and host one (1) 90-minute formal training session for County staff. The training agenda will include use of the MapBrowser application, the data products procured with the contract, integrations options for third-party software, and the Nearmap Knowledge Hub. Training will be a live hosted webinar, on a day and time to be mutually agreed upon. The training can be recorded and posted for reference.

Nearmap hosts topic-specific training webinars throughout the year. We also curate an annual user event called NAVIG8. This day-long event, available live online (later posted to the Knowledge Hub and Youtube) features keynotes from leadership and discipline leads, sneak peeks into the product roadmap, targeted learning workshops, and customers explaining how they use Nearmap to solve business problems.

We also post a wealth of short how-to videos regularly to both the Knowledge Hub and Youtube.

DOCUMENTATION

The Nearmap Knowledge Hub is a comprehensive online collection of documentation, How-to videos, Q&A, and product descriptions hosted on our website. All County Nearmap users will have full access to the Knowledge Hub.

IMPACT RESPONSE

We understand that time to response is critical in the case of natural disasters. If an ImpactResponse capture is proactively flown, or a NearmapNow capture is ordered by the County, Nearmap will make remote technical resources available to ensure the County and its contractors can rapidly access and utilize the content.

CONTINUITY

Continuity is essential to the Nearmap business model. Our cloud processing pipeline, content library, MapBrowser application, and integration tools are all hosted on U.S.-based Amazon Web Services (AWS) to ensure the redundancy, availability, and capacity to sustain superior uptime and performance.

AWS provides 99.999999999% (11 significant digits) durability (uptime). Backup functionality for our content, application, and development/test ecosystems are seamless and non-disruptive. Data is stored across numerous geographically separated data centers in North America.

All Nearmap hosted components are scalable to surge. If Nearmap flies an ImpactResponse capture after a tornado, that data processing and delivery is expedited to inform community response and recovery, but the overall capture and pricing pipelines continue unaffected.

Software upgrades and maintenance, as well as new data, become immediately available across the MapBrowser platform for all Nearmap customers. The Customer Success Manager can alert the County to new functionality and data feature releases in the product roadmap.

SECURITY

Nearmap is continuously improving cyber awareness, resilience, and security. Our AWS environment is SOC 2 compliant. We are implementing National Institute of Standards (NIST) cybersecurity controls. Regular infrastructure and application penetration testing is conducted. Sensitive data is maintained within additional layers of security.

We comply with the Privacy Policy and the Privacy Collection Statement available at <https://www.nearmap.com/us/en/legal/privacypolicy>, as well as all applicable federal and state privacy and data security laws in the jurisdiction where we operate.

EXAMPLES

DATA

Nearmap has included a Vertical Imagery data example in digital format for County review. We have also included a sample of our AI-derived Data Layers.

Nearmap Oblique Imagery is in a proprietary format. We have included several screen shots below. We will be pleased to arrange a demonstration and/or trial access to MapBrowser for the County's review of Oblique Imagery use with cadastral data.

Figure 12 - Shopping Mall, Fairview Heights, IL. Captured March 2, 2022.



Figure 13 - Shopping Mall pavilion rooftop, Fairview Heights, IL. Captured March 2, 2022.

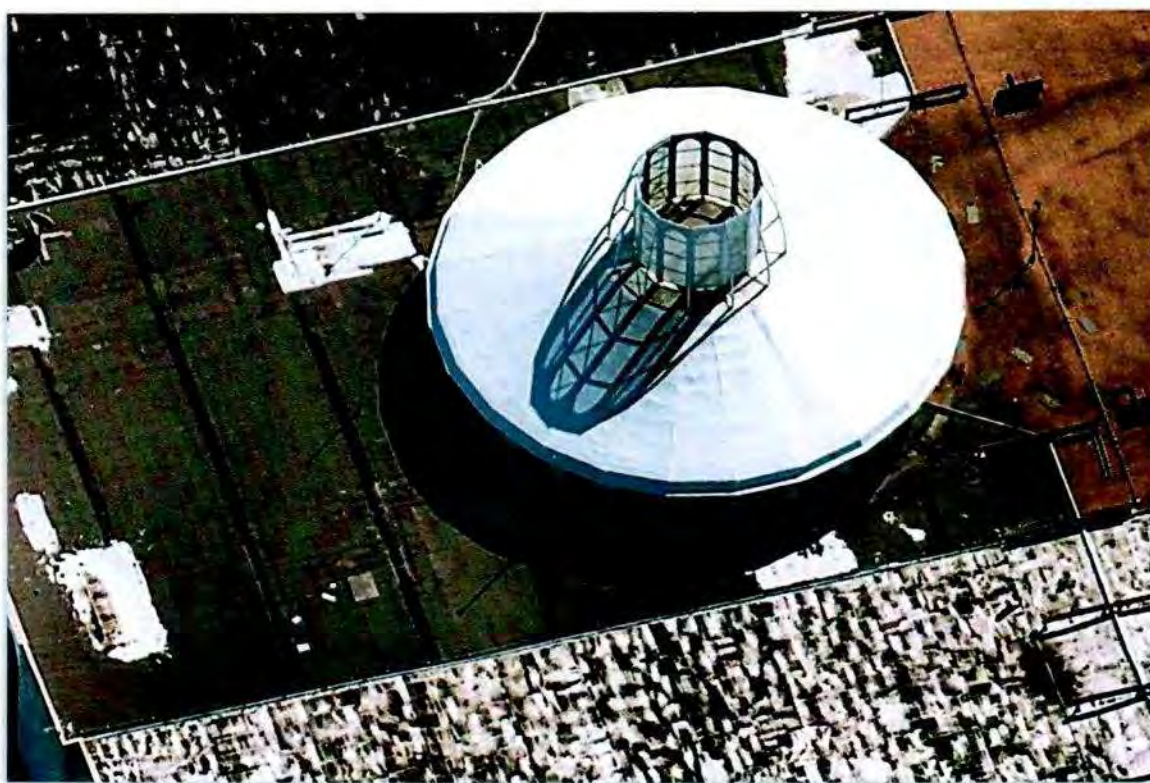


Figure 14 – The Colonnade Senior Living, O’Fallon, IL. Captured March 2, 2022.



REFERENCES

Nearmap has nearly 800 unique government customers in the U.S. Below are several recent references within the State of Illinois.

Table 8 – References

REFERENCE 1	KENDALL COUNTY, IL
Location	Kendall County, IL
Customer Since	2019
Contact Name	Megan Briganti
Contact Role	GIS Coordinator
Contact Address	111 W Fox St, Yorkville, IL 60560
Contact Email	mbriganti@co.kendall.il.us
Contact Phone	630.553.4030
Product Description	<ul style="list-style-type: none"> • Vertical Imagery • Oblique Imagery • Public Display • Offline Copy

REFERENCE 2	ILLINOIS STATE TOLL HIGHWAY AUTHORITY
Location	State of Illinois
Customer Since	2018
Contact Name	Bradley Will

Contact Role	GIS Manager
Contact Address	2700 Ogden Avenue, Downers Grove, IL 60515
Contact Email	bwill@getipass.com
Contact Phone	630.241.6800
Product Description	<ul style="list-style-type: none"> • Vertical Imagery • Oblique imagery • 3D DSM

REFERENCE 3 CITY OF AURORA, IL

Location	City of Aurora, IL
Customer Since	2021
Contact Name	Tim Shields
Contact Role	GIS Analyst
Contact Address	44 E Downer PL, Aurora, IL 60505
Contact Email	tshields@aurora-il.gov
Contact Phone	630.256.3238
Product Description	<ul style="list-style-type: none"> • Vertical Imagery • Oblique Imagery • ArcGIS Integration • 3D Viewer • Offline Copy

REFERENCE 4 CITY OF O'FALLON, IL

Location	City of O'Fallon, IL
Customer Since	2022
Contact Name	Daniel Gentry
Contact Role	IT Manager
Contact Address	255 South Lincoln, O'Fallon, IL 62269
Contact Email	dgentry@ofallon.org
Contact Phone	618.206.4307
Product Description	<ul style="list-style-type: none"> • Vertical Imagery • Oblique Imagery • ArcGIS Integration • 3D Viewer

OPTIONAL VALUE-ADDS

The following Nearmap products are offered for consideration because of the significant value they have added to other government customers. We welcome discussion and demonstration of any of the functionality listed below and detailed on the following pages.

- NearmapNow
- Artificial Intelligence (AI) Data Layers
- Change Detection
- 3D Content
- Public Display



NEARMAPNOW

NearmapNow is an aerial capture scheduled to meet customer requirements for timing and Area of Interest. Imagery and derived data are processed and delivered identically to our Proactive Capture Program content.



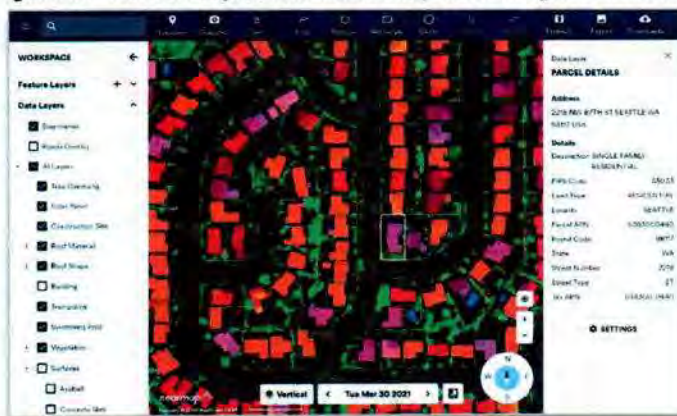
ARTIFICIAL INTELLIGENCE (AI) DATA

Nearmap AI is a rich and continually growing library of vector data layers derived through machine learning. Machine learning transforms our Vertical imagery and 3D Data through object recognition.

The Nearmap processing pipeline automatically extracts features from every imagery capture. Because we control every facet of capture and processing, Nearmap AI layers are consistent over time, providing increased confidence in change detection.

Users interact with AI Layers in MapBrowser or through offline delivery as Geopackage, Esri Geodatabase, GeoJSON, or parcel rollup (.CSV) formats. AI Data Layers include building footprints and characteristics, swimming pools, vegetation, and impervious surfaces. See the full list of AI Data Layers in [Appendix A](#).

Figure 15 - AI Data Layers and Parcel Inspector integration visualized in MapBrowser



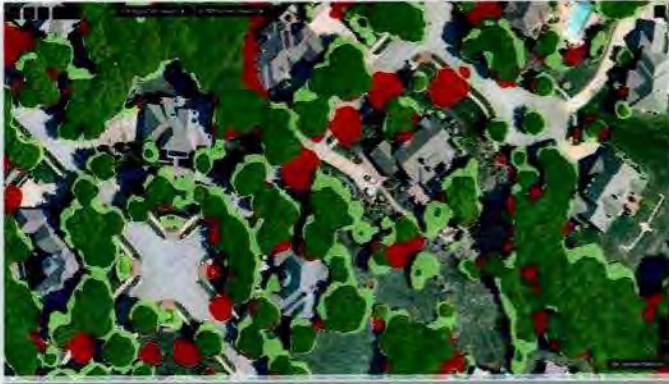


CHANGE DETECTION

MapBrowser contains a Split View tool that enables visual comparison of two vintages of Vertical or Panorama imagery to assess changes between captures. The Split View tool is further enhanced by displaying imported GIS Layers and Nearmap AI Data overlays.

For quantitative change detection and rich user-defined analysis, users can ingest Nearmap AI Data Layers and/or corresponding Vertical and Panorama imagery into a third-party application like Esri ArcGIS Pro. Users can select from simple pre-defined change analyses or more sophisticated interactive tools that combine data variables, apply industry-standard algorithms, and generate change heatmaps.

Figure 16 - Change detected (in red) visualized for two vintages of Nearmap AI Vegetation Data Layers



3D CONTENT

Nearmap 3D content is derived from our Vertical and Oblique imagery. The content is accessed through MapBrowser for easy navigation between 2D, Oblique and 3D views. 3D data can be exported from MapBrowser or provided as offline copy.

Nearmap 3D products offer significant advantages over traditional lidar-based 3D:

- Generally 5-6 times less expensive
- Available weeks after capture
- Instant viewing, measuring and export functions through MapBrowser
- Alignment between high-resolution imagery and 3D products
- Content streaming for third-party applications

3D content includes the products listed below and described in the pages that follow.

Table 9 - 3D product specifications

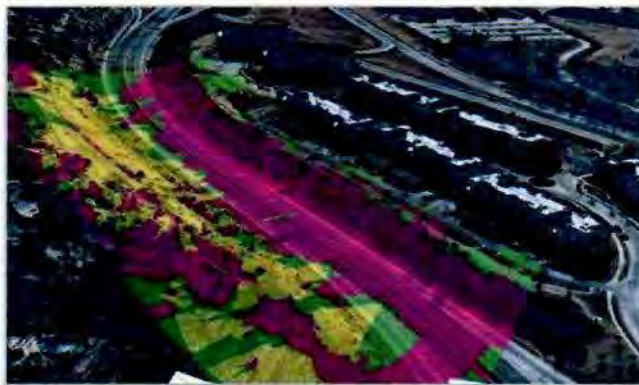
3D SPECIFICATIONS							
Product	Ground Sampling Distance (GSD)	Absolute Horizontal Accuracy	Horizontal Datum/ Projection	Absolute Vertical Accuracy	Vertical Datum/ Projection	Spectral Resolution	File Formats
Textured Mesh	6" (15cm)	11" (28cm) RMSEr	SLPK: WGS84/UTM Cesium: ECEF and those listed below	14.9" (38cm) RMSEz	SLPK: WGS84/UTM Cesium: ECEF and those listed below	RGB natural color	.3MX .FBX .OBJ SLPK

Digital Surface Model (DSM)	6" (15cm)	11" (28cm) RMSEr	WGS84/UTM NAD83/UTM NAD83/SPCS	14.9" (38cm) RMSEz	NAVD88 EGM2008 CGVD2013	RGB natural color	GeoTIFF
Digital Elevation Model (DEM)	12" (30cm)	11" (28cm) RMSEr	WGS84/UTM NAD83/UTM NAD83/SPCS	14.9" (38cm) RMSEz	NAVD88 EGM2008 CGVD2013	RGB natural color	GeoTIFF
True Ortho	2" (5cm)	7.8" (18cm) RMSEr	Not Applicable	Not Applicable	Not Applicable	RGB natural color	GeoTIFF
Point Cloud	6" (15cm)	11" (28cm) RMSEr	WGS84/UTM NAD83/UTM NAD83/SPCS	14.9" (38cm) RMSEz	NAVD88 EGM2008 CGVD2013	RGB natural color	.LAS

TEXTURED MESH

Nearmap's Textured Mesh product is a high-resolution surface elevation layer produced from captured imagery through photogrammetry. Elevation data points are connected to form a triangulated wireframe model of both natural and built features. The model has high-resolution photo-realistic textures applied for 3D visualization.

Figure 17 - Textured Mesh visualized in Esri ArcGIS Pro demonstrating viewshed analysis



DIGITAL SURFACE MODEL (DSM)

Nearmap's Digital Surface Model (DSM) product is a high-resolution elevation layer produced from our imagery processing. Each pixel of a DSM raster represents an elevation - either a natural or a built surface.

The Nearmap DSM is a staple for activities that involve elevation planning. It can be streamed through our industry-leading API for integration with other software or provided as offline copy.

Figure 18 - DSM data visualized in ArcGIS Pro with hillshade function (Local Scene Viewer applies 3D texture)

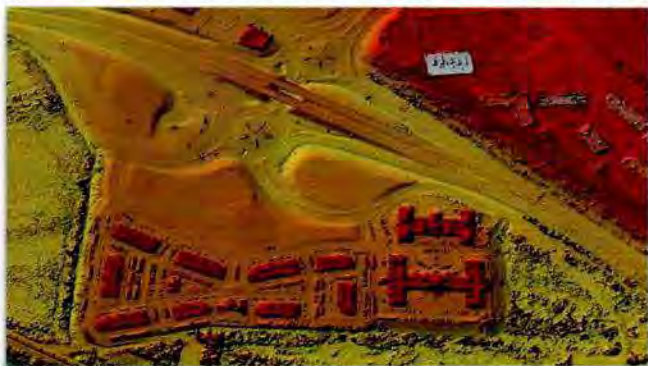
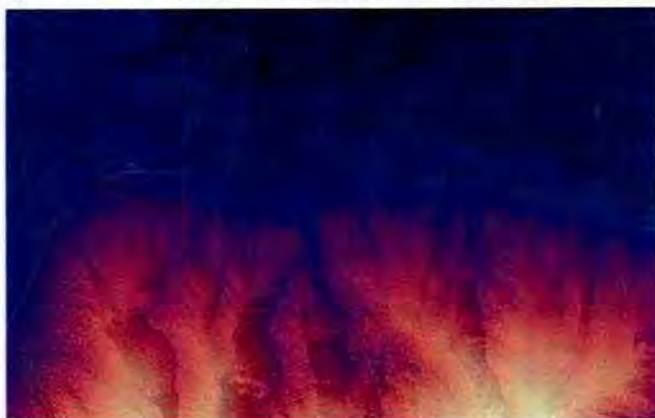


Figure 19 – DSM data visualized in MapBrowser, 1:5,000 scale, with 40% transparency



Figure 20 – DSM data visualized in MapBrowser, 1:50,000 scale, with 40% transparency



DIGITAL ELEVATION MODEL (DEM)

The Nearmap Digital Elevation Model (DEM) product is a high-resolution bare earth elevation layer produced by combining photogrammetric processing of Nearmap imagery with machine learning and artificial intelligence. Each pixel represents a ground elevation. Artificial intelligence improves the bare earth model and reduces artifacts.

Figure 21 – One (1) foot contours derived from DEM data using Esri ArcGIS Pro



TRUE ORTHO

Nearmap's True Ortho product is high-resolution imagery without the parallax distortion of regular orthographic images. (Building lean is one example of parallax distortion.) True Ortho imagery provides an obstruction-free view for measurements.

As an example: In the True Orthos, tall buildings don't block the view of ground surfaces, allowing users a clear view of roads and ground features. MapBrowser Vertical Measurement tools ensure rooftop measurements are consistent and spatially accurate for flat surfaces.

Figure 22 - Nearmap two (2)-inch resolution True Ortho product visualized within MapBrowser



POINT CLOUD

The Nearmap Point Cloud product is a vector file of points attributed with X,Y,Z coordinate values and RGB color values. Points represent the heights of both natural and built features. Color values allow quick visualization of elevations in third-party applications through symbolization.

Figure 23 - Point Cloud data visualized in Autodesk Recap



PUBLIC DISPLAY

This subscription addition allows Nearmap imagery to be shared through a public website.

APPENDIX A: AI DATA LAYERS

Table 10 – AI Data Layers

Building Footprints		
• Area (sq. feet and sq. meters)	• Height (feet and meters)	• Stories
Construction		
• Building under Construction	• Construction Crane	• Construction Site
• Construction Vehicle		
Debris		
• Tires	• Vegetation	• Vehicles
Impervious Surfaces		
Pavement Markings (for release autumn 2022)		
Poles		
• Light Pole	• Power Pole	
Roof Condition		
• Ponding	• Repairs	• Rusting
• Structural Damage	• Temporary Repairs	• Tile or Shingle Staining
Roof Objects (for release autumn 2022)		
Roof Material		
• Metal	• Shingle	• Tile
Roof Shape		
• Dutch Gable	• Flat	• Gable
• Hip	• Turret	
Solar Panel		
Surfaces		
• Asphalt	• Concrete Slab	• Lawn Grass
• Sand/Dirt/Gravel	• Water Body	
Swimming Pool		
• Pool	• Neglected Pool	
Trampoline		
Tree Overhang		
Vegetation		
• Very Low	• Low	• Medium and High

APPENDIX B: LEGAL EXCEPTIONS

If the County proposes its own terms and conditions, subject to both parties mutually agreeing on those terms, Nearmap proposes that to the extent that any of the Nearmap Terms (consisting of Nearmap's standard Products Agreement and Product-Specific terms available at <https://www.nearmap.com/us/en/legal/previous-products-agreements>) conflict with the County's terms, the Nearmap Terms shall prevail.

Nearmap proposes the following exceptions to the RFQ:

Table 11 – Legal exceptions

SEC. OF RFQ	PROVISION	COMMENT	PROPOSED AMENDMENT
1.2	Deliverables	<p>All rights in the deliverables are owned by Nearmap, however Nearmap is granting to the County a limited, non-exclusive, non-transferrable license for the term of the Contract to use such deliverables for the County's internal purposes in the ordinary course of business. Under Nearmap's Licensing Terms, the County can continue using any derivative works (as defined under the Standard Terms) in perpetuity provided it is for internal purposes in the ordinary course of business.</p> <p>Additionally, Nearmap will use commercial reasonable endeavors to meet the proposed schedule of delivery of final project deliverables, subject to weather conditions and air traffic control restrictions.</p>	<p>Please delete the first sentence of this Section 1.2 in its entirety.</p> <p>Please add the following words to the end of the second sentence of this Section 1.2:</p> <p>" , subject to weather conditions and Air-Traffic Control restrictions."</p>
2.3	Color Oblique Imagery	Nearmap's flight plans and camera systems are considered proprietary information and therefore are confidential and cannot be disclosed to the County.	Please delete the first sentence in this Section .2.3 in its entirety.
2.4	Color Oblique Imagery	Nearmap is providing the County with previously captured imagery through an online platform (MapBrowser). This business model does not allow for the work of the contract to be completed under control, to the entire satisfaction, or with inspection by the County. Additionally, Nearmap products are provided on an 'as is' basis and Nearmap is unable to provide any warranties except for use of industry standard GPS to ensure captured imagery has accurate geographical positioning.	Please delete this Section 2.4 in its entirety.

We are open to discussing any further changes or clarifications to the Nearmap Licensing Terms to ensure that they align with the interests of the County.

APPENDIX C: SAMPLE CONTRACT TERMS/CONDITIONS



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "Agreement").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "License").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:

- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

- (a) use its access to the Products under this Agreement for the purposes of creating a database of imagery for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

- (a) provide a link to another URL;
- (b) upload content or other information to the Website (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
- (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.

- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:

- (a) cancel that password/ID;
- (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
- (c) immediately cease the Licensee's access to the Product;
- (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or



- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.

6. TERMINATION AND EXPIRY

- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

- 8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html
- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "AWS Services") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it

applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:

- (i) Privacy Policy
(<http://aws.amazon.com/privacy/>)
- (ii) Acceptable Use Policy
(<http://aws.amazon.com/aup/>)
- (iii) Terms of Use
(<http://aws.amazon.com/terms/>)
- (iv) Service Terms
(<http://aws.amazon.com/service-terms/>)
- (v) Trademark Guidelines
(<http://aws.amazon.com/trademark-guidelines/>)

- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright>).

9. WARRANTY AND LIABILITY

- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.

- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.

- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.

- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:

- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
- (b) the Licensee's use of the Product for any purpose; and

- (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

- 10.2 The Licensee must:

- (a) promptly notify Nearmap of any such Infringement Claim;
- (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
- (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
- (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

- 10.3 Nearmap will have no liability for any Infringement Claim:

- (a) that arises from any:
 - (i) use of the Product in violation of this Agreement;
 - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
 - (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
- (b) if the Licensee fails to comply with section 10.2.

- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.

- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.

- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**").

- (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
- (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.

- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

- (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
- (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
- (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

- 15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("Survey"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.
- 16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.
- 16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

17. MISCELLANEOUS TERMS

- 17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.
- 17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 17.3 **Precedence of Documents** This Agreement is comprised of:
(a) the Additional Terms and Conditions;
(b) the Quote;
(c) any Product-Specific Terms; and
(d) this products agreement.
If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.
- 17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.10 **Entire Agreement** This Agreement:
(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and

- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

- 17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

- 17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

- 17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified in the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:
(a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;

(b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
(c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm PT.

Periodic Allowance or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

Survey Specification means the survey specification referred to in the Quote. **Term** means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

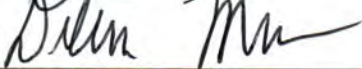
Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.


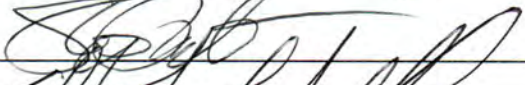
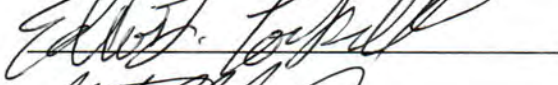
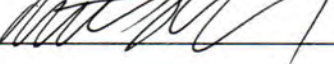
Website means all pages and sub-sites available within the nearmap.com domain.

Resolution No. IT-17OCT22(B)

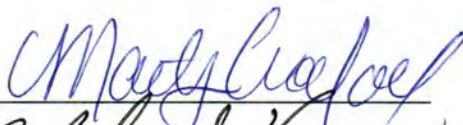
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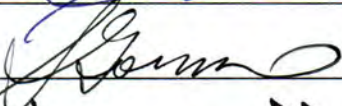

Director of Administration

APPROVED BY:

MIS COMMITTEE






FINANCE COMMITTEE



ST. CLAIR COUNTY BOARD

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

MARK A. KERN
CHAIRMAN



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

Park Projects 2022

Caseyville Township	Ball Field Project	\$275,700
Village of Millstadt	Park Lighting Project	\$275,000
Village of Swansea	Bridge Repair Projects	\$ 20,000
TOTAL		\$570,700



St. Clair County

EMA/CENCOM 9-1-1/ETSB

"When seconds count the number to call"



Director: Herb Simmons / 618-825-2165

herbert.simmons@co.st-clair.il.us

EMA: 110 West Washington St. Belleville, IL 62220 / Phone: 618-825-2682 / Fax: 618-825-2750

CENCOM: 101 S. 1st St. Suite B. Belleville, IL 62220 / Phone: 618-825-5780 / Fax: 618-825-2744

ETSB: 101 S. 1st St. Suite A. Belleville, IL 62220 / Phone: 618-277-7316 / Fax: 618-277-7668

Recommendation on Outdoor Warning Siren Purchase

St. Clair County Emergency Management Agency conducted an RFP process to replace and expand the outdoor warning sirens within St. Clair County.

Proposals were received from three companies:

- American Signal Corporation
- ATI Systems
- Federal Signal

Upon review of the RFPs that were submitted, it was determined American Signal Corporation did not include all of the requirements of the proposal and their submittal was disqualified. Interviews were conducted by the EMA Director and staff of the other two companies.

FINAL Recommendation: Based upon their submittal and supplemental interview, the lowest qualified bidder was ATI Systems. This company has provided a thorough review and supplemental buildout plan to replace all existing warning sirens within St. Clair County and supplement any area determined by acoustic study to be lacking with additional sirens. Furthermore, they are able to provide additional controllers at a cost of \$9,033.23 per community wishing to purchase their own controller. Their overall price of \$2,494,454.21 was nearly one million dollars less than the other qualified bidder. Finally, they have agreed to provide a 3 year extended warranty on the sirens. At the conclusion of the warranty period, there would be an annual cost of \$25,000.00 for the annual preventative maintenance of all sirens within the county.

My recommendation is that we approve this RFP with ATI Systems and at the conclusion of the three year warranty (which includes the preventive maintenance), the county continues to pay annual preventive maintenance charges (to ensure the work is being completed) and we enter into an MOU with each community for the community to pay any material replacement costs after the warranty period.

Very Respectfully,

Herb Simmons

EMA Director

St. Clair County, Illinois
Prepared For: Bryan Whitaker, St. Clair County, Illinois
ATI Systems - Cost Proposal
August 30, 2022

ATI Systems, Inc.
30 Jeffries Street
East Boston, MA 02128
Tel: 508-269-2387

www.atisystem.com

Pricing Valid for 90 Days From Above Date

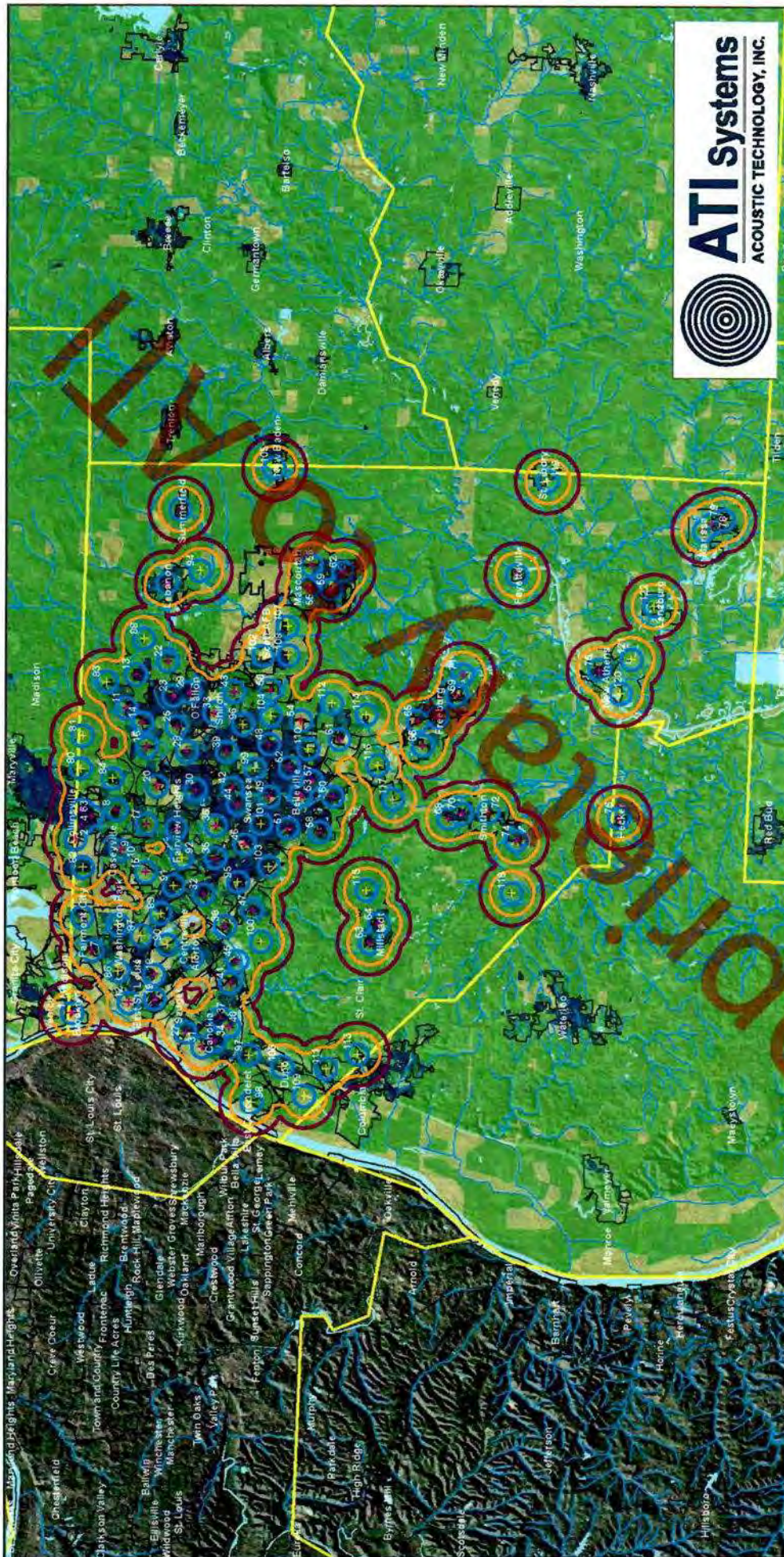
email: cpelissier@atisystem.com

MODEL #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
I	Communication Control			
REACT5000 CCU	REACT5000 Communication Control Unit - Includes enclosure which can be used for desktop mounting or rackmounting (3U) for ATI Mass Notification System, at least 1 required per system. 7" touch screen for user interface. 8 watt amplifier with 1W internal speaker, connection for external speaker, (2) Supervised Push Button Inputs, (1) 12VDC Strobe Output 1A max, (2) Signaling Relay Outputs, microphone input, RJ45 Ethernet Port, Line level Audio Input and output with 8 hours of standby operation. Internal 12V UPS with 8 hours of standby operation and microphone included. Requires 12V 7AH battery-not included, Radio Not Included.	2	\$2,826.53	\$5,653.06
ICG	Intelligent Control Gateway Board - controller with powerful 32 bit ARM processor and multiple interfaces (Ethernet, USB, CANbus, RS232, RS485, radio and telephone). Improved Ethernet/IP interface allows IP communication between ATI units while supporting enhanced features like IPv6 and advanced security. Additional I/O, including relays and 8 watt audio amplifier, provides flexible local interconnection. Also provides digital storage for pre-recorded voice messages in field units.	2	\$719.15	\$1,438.30
SOFT	Mass Alert Software Package for Windows 10 - Two way communication alarm software platform with graphics screen for control and monitoring. Allows additional CCUs on a system and monitors field sensors. Uses enhanced graphics and incorporates customized map such as Google Earth, GeoBase, or AutoCad similar format showing the basic facility and transportation layers. Identifies and communicates with all outside devices to include HPSS, RTU, ISU, OSU, etc... Provides over 130 configurable events.	1	\$3,276.65	\$3,276.65
CODE RED-INT	CodeRed Integration - Integrate your current mass notification software with our proposed system. CodeRed to contact CodeRed	Lot		\$3,000.00
NWS-INT	National Weather Service Interface - Provides automated alerting based on NSW Polygon Alerts	Lot		\$3,000.00
CS-COMP	Computer Station - Includes standard Computer, standard 19" monitor, keyboard, mouse, up to date Operating System, Ink Jet Printer, Serial Port and RS232 Cables, and multi-strip power outlet.	2	\$1,198.90	\$2,397.80
UPS (80)	Uninterrupted Power Supply - Provides 80 minutes of battery backup for the control station equipment.	2	\$968.00	\$1,936.00
BAT12V7	Battery * - Includes one sealed Battery 12V, 7AH.	2	\$44.00	\$88.00
II	Outdoor High Powered Speaker Stations			
MD-HPSS32	High Powered Speaker Station provides 3200 watts of audio power. Includes a NEMA4X stainless steel siren control enclosure with an attached ventilated battery compartment, enclosure mounting bracket and mounting hardware. Enclosure contains a Class D amplifier integrated with a controller, an auxiliary Class D amplifier with an interconnecting cable, an intrusion switch, a temperature compensated battery charger and a power ON/OFF circuit breaker. Stationary Speaker Head includes, (8) 400W speaker horns with drivers, 50 ft of speaker cable, hardware and a speaker pole mounting bracket. Radio, Batteries and Antenna equipment sold separately. Note: HPSS32 requires 4 batteries per unit.	122	\$10,597.00	\$1,292,834.00
SP200W	200W Solar Package - Includes (1)200 W Solar Panels, 50 feet of cables and high wind support bracket.(Actual Wattage may vary due to market conditions)	122	\$1,250.00	\$152,500.00
55' Wood Pole	55' Foot Class II Wood Utility Pole for 43 new locations, sirens, includes shipping	43	\$1,635.00	\$70,305.00
BAT12V100LA	Battery - Includes one Lead Acid 12V, 100AH battery.	488	\$195.00	\$95,160.00
III	Prerecorded Messages			
DMRT	Digital Message Recording Time - Lot charge for 15 minutes recording time	Lot		\$1,500.00
ICG	Intelligent Control Gateway Board - controller with powerful 32 bit ARM processor and multiple interfaces (Ethernet, USB, CANbus, RS232, RS485, radio and telephone). Improved Ethernet/IP interface allows IP communication between ATI units while supporting enhanced features like IPv6 and advanced security. Additional I/O, including relays and 8 watt audio amplifier, provides flexible local interconnection. Also provides digital storage for pre-recorded voice messages in field units.	124	\$719.15	\$89,174.60
IV	Communication Equipment			
CM200D	Conventional Radio - UHF Analog, up to 25W	124	\$672.00	\$83,328.00
SLR8000 Repeater	Motorola Repeater - VHF Motorola repeater. Each repeater provides 2 talk paths. Separate duplexer and line. 40 - bit encryption. Antenna sold separately	1	\$13,848.00	\$13,848.00
Repeater Ant	Repeater Antenna - 5dB Omnidirection antenna UHF and mounting hardware	1	\$801.60	\$801.60
Repeater Antcable100	Antenna Cable length - 100 ft	1	\$676.80	\$676.80
Repeater Hardware	Hardware including polyphaser, grounding kits and jumpers	1	\$513.60	\$513.60
Repeater Setup	Program & Setup SLR8000 Repeater	1	\$672.00	\$672.00

AntVHF	OMNI Fiber Glass Antenna VHF, and antenna bracket.	124	\$123.00	\$15,252.00
ASP	Antenna Surge Protector	124	\$68.00	\$8,432.00
Antcable100	Antenna Cable length – 100 ft	2	\$197.00	\$394.00
Antcable30	Antenna Cable length – 30 ft	122	\$92.40	\$11,272.80
V	Engineering Services and Documentation			
ENG/ACOUSTIC	Acoustic Design and Analysis - Acoustic design to meet the requirements and function of client's environment. Includes the locating of equipment based on in house sound propagation study by ATI acoustic experts.	Lot		No Charge
ENG/SOFT DEV	Software Development - Software development for new ATI system. Programming, implementation, and verification of the new system software that is to be utilized on ATI units.	Lot		No Charge
ENG / FIRM DEV	Firmware Development - Firmware development for new ATI system. Configuration of the programming on ATI internal components and system hardware that is to be used in the field.	Lot		No Charge
ENG /SYST	System Engineering - In house quality assurance of hardware and final optimization of the total solution that is to be deployed on customer site.	Lot		No Charge
FDOC	User and Hardware and On-Site Test Documentation - Includes operator manuals for all ATI software and equipment and specific test documentation.	Lot		No Charge
VI	Installation and Start-up Services			
ATI INSTL	ATI Installation performed by an Authorized ATI Installer	Lot		\$575,000.00
Start-Up	System startup includes- ATI field specialists per day to perform system start up, inspection, testing, onsite operator and maintenance training.	20	\$800.00	\$16,000.00
Start-Up Travel	Travel for system startup includes airfare, hotel, car and per diem.	Lot		\$14,000.00
SHIP	Shipping and Handling	Lot		\$32,000.00
VII	Warranty and Support Services			
WARRANTY	2 Year ATI Factory Warranty. ATI Systems (Acoustic Technology, Inc.) warrants its products to be free from defective material and workmanship for one year from the date of delivery. All original equipment manufacturer (OEM) items will be covered by their own respective warranties. OEM items include radios, computer peripherals, antennae, etc. Extended warranties are available at additional cost.			Included
TOTAL COST			Total	\$2,494,454.21

TERMS AND CLIENT RESPONSIBILITIES:

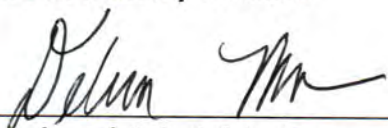
1	THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF ATI. It is submitted with the express understanding, to which the recipient agrees, that its contents or any part of them will not be duplicated or disclosed to third parties, nor will proprietary information herein be used to or for any other purpose except review and implementation of the design system, with the prior written consent of ATI having been obtained in each instance. "Proprietary information" means information not previously known to the recipient so long as not generally and properly available to the public.
2	TERMS: Net 30 days from receipt of invoice. Invoices are submitted upon receipt of materials/equipment, and every 30-days for services performed.
3	Pricing Valid for 90 Days
4	Partial or Full delivery must be allowed and invoiced accordingly, otherwise storage fees may be applied for equipment that is ready to ship.
5	Open Market Item. This is a third party product which is not subject to volume discount. This cannot be purchased individually without ATI product.
6	A Radio Frequency is required for system communication. It is the responsibility of the client to provide a dedicated radio frequency.
7	The Radio Frequency, Tones and messages need to be provided by the client at the time of the purchase order. Please Note: If there is a delay in providing this information to ATI, schedules and deadlines will be affected.
8	For IP communications, Client to have a dedicated network drop within 10 feet of ATI panel.
9	Client to provide VLAN for all equipment. VLAN must support static IPs and broadcast IP address.
10	FCP Note: ATI requires contact closure and line level audio. ATI will interface to an Aux Input with line Audio 300 or 600 Ohm audio. Upgrades or modifications required to pass audio is not included in this cost. Client is responsible to contact the manufacturer of the Fire Alarm Panel(s) if additional interface for the audio path is required. (ATI is not responsible for the modification, programming or the upgrading of the Fire Alarm Control Panel)
11	Client to provide AC drops within 10 feet of ATI field units. Suitable desktop location for ccu and control station equipment with local 120 vac outlets is required
12	Professional Engineering by state certifications (ie wind loading, roof or pole structures or siren structures) are not included but available for additional costs.
13	Installation is included
14	Client responsible to spot all underground obstructions prior to digging. Proposal assumes no rock, water level table or cave-in during standard auguring of holes to a depth of 6-8 feet
15	ATI is not responsible for any damage to underground wiring identified by local hotline service or to structures not installed properly or to code
16	ATI is not responsible for right of way conditions that would prevent construction or require permitting or for any resulting costs.



REVIEWED BY:

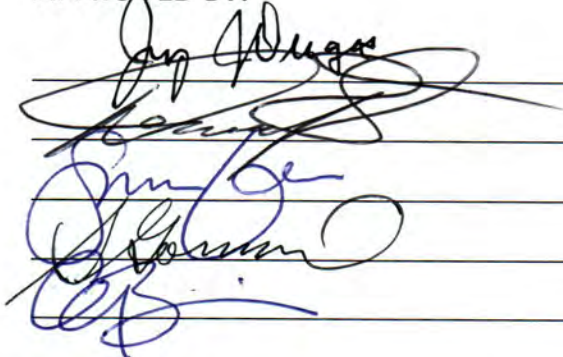


State's Attorney's Office

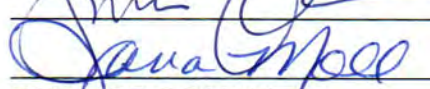
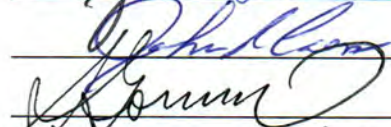
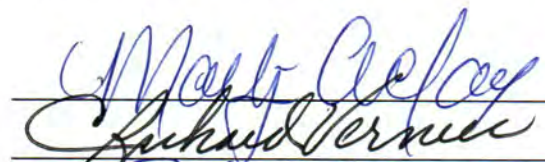


Director of Administration

APPROVED BY:



PUBLIC SAFETY COMMITTEE



FINANCE COMMITTEE

RESOLUTION #2753-22-RT

WHEREAS, the Department of Roads and Bridges of the County of St. Clair has recognized the need to repair a culvert that lies under Baldwin Road, County Highway 30, approximately 1.0 miles South of Illinois Route 13 and has identified the project as Section 22-00030-06-SP; and

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

WHEREAS, the firm of Volkert, Inc. has agreed to perform all the necessary design and preparation of plans as stated hereinbefore, at a cost-plus amount not-to-exceed \$77,769.00.

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

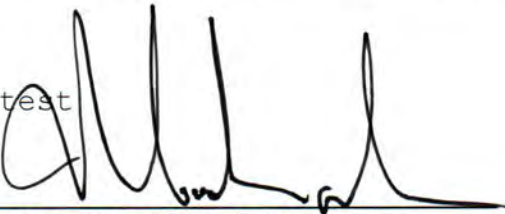
BE IT FURTHER RESOLVED, that the Chairman of this Board is authorized and directed to execute the Agreement in behalf of the County, with the above said Volkert, Inc. for engineering work in accordance with the above; an unexecuted copy of the said Agreement is attached to this resolution; and

BE IT FURTHER RESOLVED, that the cost of this engineering work shall be paid from the County's allotment of REBUILD Illinois Funds.

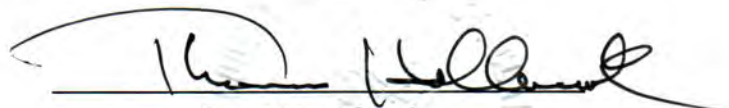
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit four (4) copies of the said Agreement duly executed by the County and four (4) copies of this resolution, duly certified, to the Illinois Department of Transportation, through its Region Five Engineer's Office at Collinsville,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

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 24th day of October 2022.

Attest



County Board Chairman



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

Richard Krueger

Boj my
Keb into
Mady C. Lopez
Juth Alf.

TRANSPORTATION COMMITTEE

AR
C. W. W. W. W. W.

K. G. G. G. G.

JUDICIARY COMMITTEE

Mady C. Lopez
Richard Krueger

John L. L. L. L.

Sam G. G. G. G.

FINANCE COMMITTEE



Agreement For

MFT PE

Agreement Type

Original

Using Federal Funds? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency

County

Section Number

Job Number

St. Clair County

St. Clair

22-00030-06-SP

N/A

Project Number

Contact Name

Phone Number

Email

N/A

Randy Georgen

(618) 233-1392

randy.georgen@co.st-clair.il.us

SECTION PROVISIONS

Local Street/Road Name

Key Route

Length

Structure Number

Baldwin Road

CH 27

0.01 mi

N/A

Location Termini

Culvert 600' north of Golden Rule Mine Road

Add Location

Remove Location

Project Description

Removal and replacement of existing crossroad culvert and flattening of side slopes to eliminate need for guardrail.

Engineering Funding

☐ MFT/TBP

☐ State

☒ Other

REBUILD Illinois Funds

Anticipated Construction Funding

☐ Federal

☐ MFT/TBP

☐ State

☒ Other

REBUILD Illinois Funds

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name

Contact Name

Phone Number

Email

Volkert, Inc.

Elizabeth Witt

(618) 719-4015

betsy.witt@volkert.com

Address

City

State

Zip Code

1500 Eastport Plaza Drive, Suite 200

Collinsville

IL

62234

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

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum or Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES:

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES:

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

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

☐ Specific Rate

☒ 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 have 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 there from. 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 (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Volkert, Inc.	63-0247014	\$71,794.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
SCI Engineering, Inc.	43-1132569	\$5,975.00
Subconsultant Total		\$5,975.00
Prime Consultant Total		\$71,794.00
Total for all work		\$77,769.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type County of Local Public Agency St. Clair County

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

St. Clair County

County

Clerk

County Engineer

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Volkert, Inc.

By (Signature & Date)

By (Signature & Date)

Brian R. Mueller 10-14-2022

John A. Smith 10/14/22

Title

Title

Illinois Engineering Design Manager

Senior Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

RESOLUTION #2754-22-RT

WHEREAS, a sole bid for Section 20-00000-02-SM, which provided for the replacement of the existing HVAC system within the St. Clair County Department of Roads and Bridges office building located at 1415 North Belt West in Belleville, Illinois, was opened on May 23, 2022, and said bid was 166% higher than the architects estimate and therefore was rejected; and

WHEREAS, pursuant to duly published notices, bids for Section 20-00000-02-SM, with design modifications, including Alternate MA-1 which provides for independent heating of the garage area, were received by the Transportation Committee of the St. Clair County Board in the Office of the County Engineer, until 9:00 a.m., Monday, October 17, 2022, and publicly opened and read at the above location at that time, said construction being done in accordance with the plans and specifications prepared therefore; and

WHEREAS, the bids received were as follows:

<u>Bidder</u>	<u>Amount Bid</u>
Baer Heating & Cooling, Inc.	\$372,300.00
P.O. Box 21	\$43,204.00 for alternate MA-1
11966 Old U.S Hwy 50	Total Bid Amount: \$415,504.00
Trenton, IL 62293	


and;

WHEREAS, the low bid of **\$415,504.00** was submitted by **Baer Heating & Cooling, Inc.**, P.O. Box 21, 11966 Old US Hwy 50, Trenton, IL., is 5.2% higher than the architects estimate of cost of \$395,000.00 (\$380,000 + \$15,000 for Alternate MA-1) as prepared by Brite Space Studio, P.C.

NOW, THEREFORE, BE IT RESOLVED, by the St. Clair County Board that the contract for the replacement of said HVAC system, Section 20-00000-02-SM, be and the same is, hereby awarded to Baer Heating & Cooling, Inc., P.O. Box 21, 11966 Old U.S Hwy 50, Trenton, IL.; and

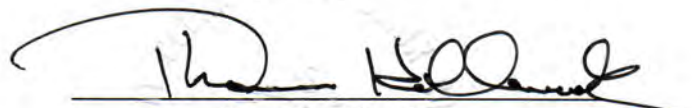
BE IT FURTHER RESOLVED, that the Chairman of this Board be, and he is, hereby authorized and directed to enter into this contract, on behalf of the County, with Baer Heating & Cooling, Inc., for the work associated with the above designated project in accordance with the plans and project manual prepared therefor; and

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 24th day of October 2022.



County Board Chairman

Attest



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

Richard Vermeir
John T. ...
John T. ...
Mary Clafay
John T. ...

TRANSPORTATION COMMITTEE

John T. ...
John T. ...
John T. ...
R. O. ...

JUDICIARY COMMITTEE

Mary Clafay
Richard Vermeir
John T. ...
John T. ...
John T. ...
John T. ...
John T. ...
John T. ...

FINANCE COMMITTEE

RESOLUTION #2755-22-RT

WHEREAS, the Department of Roads and Bridges of the County of St. Clair has recognized the need to make shoulder improvements to Concordia Church Road, County Highway 22, from its intersection with Frank Scott Parkway West westerly to Illinois Route 163 and has identified the project as Section 21-00245-04-SD; and

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

WHEREAS, the firm of Gonzalez Companies, LLC. has agreed to perform all the necessary design and preparation of plans as stated hereinbefore, at a cost-plus amount not-to-exceed \$117,140.00.

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

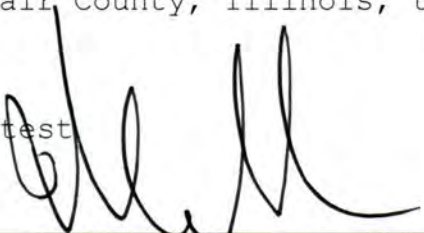
BE IT FURTHER RESOLVED, that the Chairman of this Board is authorized and directed to execute the Agreement in behalf of the County, with the above said Gonzalez Companies, LLC. for engineering work in accordance with the above; an unexecuted copy of the said Agreement is attached to this resolution; and

BE IT FURTHER RESOLVED, that the cost of this engineering work shall be paid from the County's allotment of REBUILD Illinois Funds.

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 24th day of October 2022.

Attest



County Board Chairman



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

Richard Vernon
Erin
Robert
Marty
John

TRANSPORTATION COMMITTEE

John
Ken
L. E. E. E.

JUDICIARY COMMITTEE

Marty
Richard Vernon
John
Ken
Mooney
Jim
Sam

FINANCE COMMITTEE



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	St. Clair	21-00245-04-SD	
Project Number	Contact Name	Phone Number	Email
	Randy Georgen, PE	(618) 233-1392	Randy.Georgen@co.st-clair.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Concordia Church Road	CH 22	3.25 Mi	
Location Termini			Add Location
From 140' East of IL Route 163 to Frank Scott Parkway West			Remove Location

Project Description

Project consists of removal of existing aggregate shoulders, grading to extend shoulder front slopes, construction of full-depth HMA shoulders, pavement marking, and replacement/adjustment of guardrail.

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

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

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Gonzalez Companies, LLC	Jon Schaller, PE	(618) 222-2221	jschaller@gocos.net
Address		City	State Zip Code
525 West Main Street, Suite 125		Belleville	IL 62220

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

RESOLUTION #2756-22-RT

**Agreement for Traffic Signal Equipment at the Intersection of
North Green Mount Road/Central Park Drive/Green Mount Crossing Drive**

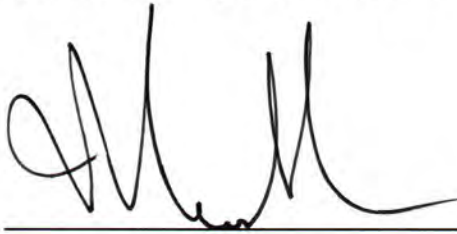
WHEREAS, the County of St. Clair and the City of O'Fallon have mutually determined that the installation of four (4) license plate readers (LPR) mounted on the mast arms of the traffic signals located at the North Green Mount Road/Central Park Drive/Green Mount Crossing intersection will insure the safety of the public; and

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

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

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

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, on the 24th day of October 2022.



County Board Chairman

Attest



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

Richard Vermeir
Big Mica
Robert Latta
Matthew Lopez
John A. [unclear]

TRANSPORTATION COMMITTEE

ATB
Carl W. [unclear]
[unclear]
K. O. [unclear]

JUDICIARY COMMITTEE

AGREEMENT
(Highway Construction & Maintenance)

THIS "AGREEMENT" is entered into to be effective as of the day of , 2022, by and among the **COUNTY OF ST. CLAIR**, hereafter "**County**" or "**St. Clair County**" and the **City of O'Fallon**, hereafter "**City**" (each a "**Party**" and collectively referred to herein as the "**Parties**").

WITNESSETH

Whereas, County is the record owner of the traffic signal equipment located at the intersection of North Green Mount Road and Central Park Drive/Green Mount Crossing Drive in *City of O'Fallon*, Illinois, St. Clair County, Illinois (the "**Equipment**");

WHEREAS, City intends to install 4 License Plate Readers on the mast arms of the traffic signals located at the intersection of North Green Mount Road and Central Park Drive/Green Mount Crossing Drive, as generally depicted on the site plan (the "**Site Plan**"), attached to this Agreement as Exhibit "A"; and

WHEREAS, the Parties, in order to ensure safety to the public, seek to complete the improvement work described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Description of the Improvements.** The "**Improvements**" shall generally consist of: (i) installation of 4 License Plate Readers on the mast arms of the traffic signals located at the intersection of North Green Mount Road and Central Park Drive/Green Mount Crossing Drive.
2. **Maintenance of the Project.**
 - 2.01. **County's Maintenance.** The County shall continue to maintain all items stipulated in previous agreements except for items associated with the traffic signal equipment and functionality located at the intersection of North Green Mount Road and Central Park Drive/Green Mount Crossing Drive.
 - 2.02. **City Maintenance.** The City agrees to own and maintain, or cause to be maintained, the 4 License Plate Readers that are located within St. Clair County right-of-way. The City agrees to maintain or cause to be maintained the items associated with the traffic signal equipment and functionality located at the intersection of North Green Mount Road and Central Park Drive/Green Mount Crossing Drive. The degree of maintenance required will be at the sole direction of the County Engineer.

3. **Insurance.** The City agrees to cause its contractor to provide both property damage and liability insurance for the project. In order to protect the interest of St. Clair County and the Public Building Commission of St. Clair County, the City agrees that such policies of insurance shall name each of St. Clair County and the Public Building Commission of St. Clair County, IL, as additional insured with all costs to be paid by the City. The City agrees to indemnify and hold harmless the County for any acts or omissions made by their officers, agents, and/or employees in the construction of the project. The City shall cause its contractor to comply with the St. Clair County Standard Insurance Certificate Requirements as described on Exhibit "B", attached hereto and incorporated herein by reference.

4. **Notices.** All notices, demands or communications required to be given under this Agreement shall be in writing to a Party at its address listed below:

If to County:	St. Clair County Highway Department Attention: Mr. Norman Etling, PE County Engineer 1415 North Belt West Belleville, Illinois 62226 Tel.: (618) 233-1392 Facsimile: (618) 233-0996
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If to Municipality:	City of O'Fallon Attention: Jeff Taylor, PE Director of Public Works 255 S. Lincoln Ave. O'Fallon, IL 62269 Tel.: (618) 624-4500 x 3
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5. **Default and Remedies.** Except as otherwise provided in this Agreement, if a Party breaches any provision of this Agreement and fails to remedy such breach within twenty (20) days of notice thereof (unless such cure is not reasonably possible within such 20-day period and the breaching Party has commenced and is pursuing with reasonable diligence such cure), a non-breaching Party may institute legal action against the defaulting Party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive.

6. **Assignment.** No Party may assign this Agreement without obtaining express, written consent from the other Parties prior to assignment. This Agreement embodies the entire

understanding of the Parties with respect to the subject matter hereof and shall be binding upon and inure to the Parties, their respective successors and assigns.

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

[Signature Pages to Follow]

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

Date: _____

ST. CLAIR COUNTY

By: _____

Name: Mark Kern

Title: St. Clair County Board Chairman

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

Date: _____

City of O'Fallon

By: _____

Name: Herb Roach

Title: Mayor



COPY

RESOLUTION #2757-22-RT

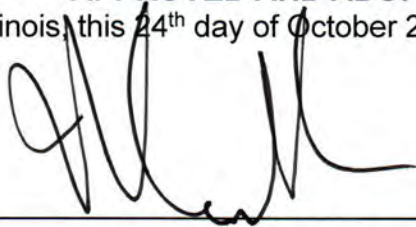
Providing for the addition of S. Old Il Route 158 starting at the north edge of pavement of eastbound Seibert Road northerly 0.91 miles to the south edge of pavement of Wherry Road, in its entirety, to the County Highway System in St. Clair County, Illinois. This transfer to be identified as Section 22-00001-00-JT

WHEREAS, the County Board of St. Clair County and State of Illinois Dept. of Transportation, entered into an agreement for transfer of the jurisdiction of the above roadway to St. Clair County, of which an unexecuted copy is hereto attached.

NOW, THEREFORE, BE IT RESOLVED, that the above roadway, with Department of Transportation approval, be added to the highway system of St. Clair County.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this Resolution to the Illinois Department of Transportation, through its Region Five Engineers Office at Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 24th day of October 2022.




County Board Chairman

Attest



County Clerk

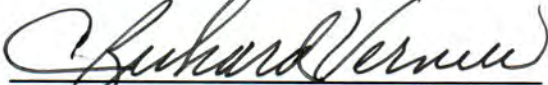
REVIEWED BY:




State's Attorney's Office

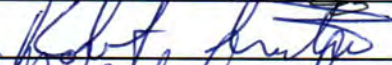



Director of Administration

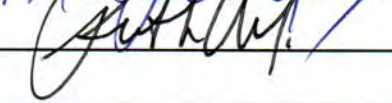


Richard Vernon




Brian



Robert


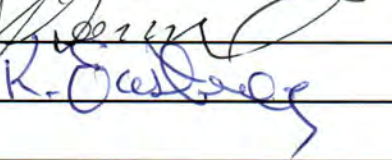
Mark


John

TRANSPORTATION COMMITTEE



Council


Vernon


K. Oestberg

JUDICIARY COMMITTEE



Local Public Agency	LPA Type	County	Section Number
St. Clair County	County	St. Clair	22-00001-00-JT

Type of Systems Transfer

- ☒ Type 1 System Transfer From: State Highway System To: Local Highway System
☐ Type 2 System Transfer From: Local Highway System To: State Highway System

The above local public agency, hereinafter referred to as "LPA", and the State of Illinois (STATE), acting by and through its Department of Transportation, agree, to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

Location Description

Road Name	Route(s)	Length (miles)
S. Old IL Route 158		0.91

Key Route(s) Information

082 80674B000000

Termini

From the north edge of pavement of east bound Seibert Road northerly .91 miles to the south edge of pavement of Wherry Road, in its entirety.

This transfer ☒ does not ☐ does include NBIS Structure No(s).

--

This transfer ☒ does not ☐ does include a transfer of land rights (605 ILCS 5/4-508). For land right transfers attach the letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is Granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the STATE under section 2-101 of the Illinois Highway Code.

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and an original of the resolution as Addendum No. 2 and,

IT IS MUTUALLY AGREED, that this jurisdictional transfer will be effective 21 calendars days after:

- ☒ Execution of Agreement ☐ Acceptance by the State
☐ Approval of Land Conveyance ☐ Final Inspection by the State (Type)

--


Attachments

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

- ☒ Location Map (Addendum No.1) ☐ _____
☒ Ordinance/Resolution (Addendum No. 2) ☐ _____
☐ Land Rights Letter of Intent (if applicable) ☐ _____

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and insure to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED		APPROVED	
Name of Local Public Agency Official			
Mark Kern			
Title			
St. Clair County Board Chairman		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	
Local Public Agency Official Signature	Date	Omer Osman, P.E., Secretary of Transportation	Date

RESOLUTION NO. 2758-22-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:

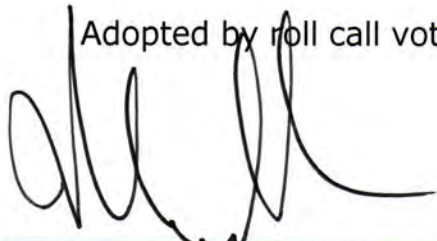
(See attachment)

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 Fifty-One Thousand, Four Hundred, Twenty-Seven and 26/100 Dollars (\$151,427.26) paid to the Treasurer of St. Clair County, Illinois, to be distributed according to law.

Adopted by roll call vote on the 24th day of October 2022.



Chairman, St. Clair County Board

ATTEST:



Clerk of the Board

10/12/2022

St. Clair County Monthly Resolution List - October 2022

Page 1 of 2

9-h-1

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
10-22-001	0001798	REC	SHELLA MCMILLER	02-30-0-119-035	997.44	33.55	0.00	85.00	284.85	0.00	594.04
10-22-002	0722179	SAL	ANTHONY HOLLOWAY	02-16-0-402-003, 004, 005, 007	795.00	150.05	0.00	192.75	450.00	0.00	2.20
10-22-003	0722265	SAL	TAMEISHA TAYLOR	02-29-0-317-004	4,525.00	0.00	0.00	90.00	1,138.75	0.00	3,296.25
10-22-004	0722288	SAL	DARRYL A. HENDRICKS	02-32-0-103-009, 010	795.00	69.58	0.00	114.25	450.00	0.00	161.17
10-22-005	201502096	REC	ROSALIND P GIVENS	02-26-0-111-008	9,612.38	68.00	0.00	90.00	1,909.31	0.00	7,545.07
10-22-006	201703190	REC	GREGORY IRVING	02-32-0-124-033	8,792.58	120.80	0.00	90.00	2,421.76	12.50	6,147.52
10-22-007	201704280	REC	CIERRA HARLAN	02-15-0-113-025	11,034.00	121.49	0.00	90.00	2,884.65	0.00	7,937.86
10-22-008	201704315	REC	SHARON ANDREWS	02-16-0-204-014	8,883.01	68.00	0.00	90.00	1,755.86	0.00	6,969.15
10-22-009	201801855	REC	ERIC TOUCHETTE	08-27-0-201-032	7,205.22	123.22	0.00	90.00	2,188.09	0.00	4,803.91
10-22-010	0422045	SAL	VINCENT JACKSON	01-25-0-110-005, 029	800.00	106.60	0.00	105.00	450.00	0.00	138.40
10-22-011	0721163	SAL	GENEEN GREEN	02-20-0-227-019, 023, 036, 038	795.00	84.88	0.00	165.00	450.00	0.00	95.12
10-22-012	201401899	REC	WILLIE DOWD	02-23-0-305-005	15,022.37	121.35	0.00	84.25	3,237.44	10.00	11,569.33
10-22-013	201601670	REC	LESTER GOREE	02-26-0-314-029	5,286.52	68.00	0.00	90.00	1,390.21	0.00	3,738.31
10-22-014	201804029	REC	JERRY AND ESTELLA JENNINGS	07-08-0-104-018	3,530.78	153.42	0.00	90.00	1,392.44	0.00	1,894.92
10-22-015	0822911	SAL	VILLAGE OF EAST CARONDELET	06-17-0-204-005	795.00	54.34	0.00	90.00	450.00	0.00	200.66
10-22-016	201502297	REC	JOHNATHAN EDWARDS	02-27-0-212-022	13,656.00	68.00	0.00	90.00	2,837.03	2.64	10,658.33
10-22-017	0522062	SAL	AINAD SHRINERS	01-13-0-221-017, 018	795.00	94.02	0.00	135.00	450.00	0.00	115.98
10-22-018	201804043	REC	JENNIFER DAVLIN	07-08-0-107-042	2,099.71	115.01	0.00	90.00	753.07	0.00	1,141.63
10-22-019	201301958	REC	AKEEM PAULETTE	02-17-0-309-003	6,390.49	68.00	0.00	84.25	1,334.45	0.00	4,903.79
10-22-020	201501516	REC	JESSIE JR GRANGER	02-18-0-329-082	5,276.68	68.00	0.00	90.00	815.02	0.00	4,303.66
10-22-021	201700789	REC	FANNIE & REGINALD KING	02-18-0-128-033	1,310.00	120.80	0.00	90.00	590.56	4.04	504.60
10-22-022	201800915	REC	DEMARIO OWENS	02-20-0-115-063	1,119.35	115.01	0.00	90.00	469.18	0.00	445.16
10-22-023	201800052	REC	WILLIAM WASHINGTON	01-13-0-322-016	7,283.92	236.69	0.00	90.00	1,743.96	0.00	5,213.27
10-22-024	0922920	SAL	CITY OF BELLEVILLE	08-21-0-443-050	795.00	55.22	0.00	90.00	450.00	0.00	199.78
10-22-025	1021382	SAL	DELINGY STOKES	02-29-0-310-056	800.00	38.88	0.00	90.00	450.00	0.00	221.12
10-22-026	201302157	REC	KEITH RANDOLPH	02-18-0-420-013	3,407.32	68.00	0.00	84.25	658.47	0.00	2,596.60
10-22-027	201600129	REC	GAIL ALLEN	01-23-0-200-012	21,377.89	114.46	0.00	90.00	4,365.13	0.00	16,808.30
10-22-028	0722279	SAL	ANGEL BEASLEY	02-30-0-215-054	795.00	26.39	0.00	90.00	450.00	0.00	228.61
10-22-029	201804416	REC	RACHEL LINZY	02-16-0-218-023	4,560.52	130.78	0.00	90.00	1,093.47	0.00	3,246.27
10-22-030	0422046	SAL	VINCENT JACKSON	01-25-0-202-001, 002, 005, 030	795.00	133.29	0.00	165.00	450.00	0.00	46.71
10-22-031	0118285	DEF-SAL	JJE REALESTATE INVESTMENTS LLC	06-11-0-205-074	606.00	0.00	0.00	0.00	309.22	0.00	296.78
10-22-032	201700584	DEF-REC	EUGENE HARRIS	02-16-0-105-031	6,528.00	45.84	0.00	0.00	1,917.91	0.00	4,564.25

10/19/2022

St. Clair County Monthly Resolution List - October 2022

1-9-h

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
10-22-033	201402308	DEF-REC	GWENDOLYN MCCALLUM	02-29-0-312-019	1,520.00	0.00	0.00	0.00	682.79	0.00	837.21
10-22-034	201501274	DEF-REC	ZS III LLC	02-16-0-223-033	4,900.00	0.00	0.00	0.00	1,786.19	0.00	3,113.81
10-22-035	201600616	DEF-REC	JOSEPH PARKER	02-10-0-114-113	644.00	0.00	0.00	0.00	244.56	0.00	399.44
10-22-036	201402281	DEF-REC	GWENDOLYN MCCALLUM	02-29-0-309-066	1,396.00	0.00	0.00	0.00	351.81	0.00	1,044.19
10-22-037	201103222	DEF-REC	RONNIE F MCCOY	01-13-0-222-015	330.00	0.00	0.00	0.00	216.32	0.00	113.68
10-22-038	201103221	DEF-REC	RONNIE F MCCOY	01-13-0-222-011	320.00	0.00	0.00	0.00	215.37	0.00	104.63
10-22-039	201202006	DEF-REC	MENYOUN E JORDAN	02-20-0-217-024	1,586.00	0.00	0.00	0.00	376.51	0.00	1,209.49
10-22-040	201701427	DEF-REC	CHRISTINE & ROY COTTON	02-26-0-216-031	6,830.00	52.80	0.00	0.00	1,934.71	0.00	4,842.49
10-22-041	201402478	DEF-REC	GWENDOLYN MCCALLUM	02-32-0-128-023	1,294.00	0.00	0.00	0.00	323.07	0.00	970.93
10-22-042	201401351	DEF-REC	COURTNEY HOFFMAN	02-17-0-410-001	13,239.00	60.02	0.00	0.00	1,980.46	0.00	11,198.52
10-22-043	201602143	DEF-REC	VITTORIO BLAYLOCK & ROSE M PERKINS	02-34-0-203-036	1,708.00	37.36	0.00	0.00	675.64	0.00	995.00
10-22-044	201400980	DEF-REC	ZS III LLC	02-15-0-117-006	2,100.00	0.00	0.00	0.00	326.54	0.00	1,773.46
10-22-045	201700153	DEF-REC	RONNIE F MCCOY	01-13-0-222-047	350.00	28.44	0.00	0.00	202.10	0.00	119.46
10-22-046	201501761	DEF-REC	JAMARICO R FRANKLIN	02-20-0-110-016	1,285.00	0.00	0.00	0.00	244.45	0.00	1,040.55
10-22-047	201701622	DEF-REC	EUGENE HARRIS	02-30-0-216-016	6,528.00	52.80	0.00	0.00	1,859.87	0.00	4,615.33
10-22-048	201700787	DEF-REC	REGINALD KING	02-18-0-128-030	513.89	38.88	0.00	0.00	275.43	0.00	199.58
10-22-049	201402485	DEF-REC	GWENDOLYN MCCALLUM	02-32-0-202-029	1,221.00	0.00	0.00	0.00	336.91	0.00	884.09
10-22-050	201402303	DEF-REC	GWENDOLYN MCCALLUM	02-29-0-312-007	778.00	0.00	0.00	0.00	278.07	0.00	499.93
10-22-051	0722215	SAL	JOHN E. BLAND, JR.	02-20-0-115-077	1,225.00	59.76	0.00	90.00	475.00	0.00	600.24
10-22-052	201502386	DEF-REC	RANDY SR MCCALLUM	02-29-0-309-064	135.00	0.00	0.00	0.00	135.00	0.00	0.00
10-22-053	201402304	DEF-REC	GWENDOLYN MCCALLUM	02-29-0-312-008	189.00	0.00	0.00	0.00	189.00	0.00	0.00
Totals					\$204,557.07	\$3,171.73	\$0.00	\$3,104.75	\$53,100.63	\$29.18	\$145,150.78

Clerk Fees \$3,171.73
Recorder/Sec of State Fees \$3,104.75
Total to County \$151,427.26

Committee Members



COUNTY BOARD EXTENSION REQUEST

PAYER: Warren & Dorothy Love 201701405
Account No.: 201701405 Parcel I. D. No.: 02-26.0-208-030
Property Address: 912 N 84th Street, ESL

Property Description:

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

History of Account: (Payment dates and amounts)

Opened: 5/10/21
Purchase Price: \$5509.02
Total Paid to Account: \$2300.00
Balance Due: \$3254.02
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

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

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

Do economic conditions in the area warrant an extension? _____

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

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

Paid \$300.00 (money order) at 10/19/22 TC Mtg - to pay \$342.00 additional by 10/28/22

COUNTY BOARD EXTENSION REQUEST

PAYER: Deborah McNeil (10/19/22)
Account No.: 201600785 **Parcel I. D. No.:** 02-16.0-111-070
Property Address: 1307 N 38th Street, ESL

Property Description:

Is this property: **Occupied?** Yes
Rented or Leased? --
Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 3/12/19
Purchase Price: \$17182.33
Total Paid to Account: \$10070.00
Balance Due: \$7144.83
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

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

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

Do economic conditions in the area warrant an extension? _____

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

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

Paid \$1423.00 (money orders) at 10/19/22 TC Mtg.

COUNTY BOARD EXTENSION REQUEST

PAYER: Jemarco M Wiley (10/19/22)

Account No.: 201702949 Parcel I. D. No.: 01-35.0-406-032

Property Address: 453 Godin Avenue, Cahokia, IL

Property Description:

Is this property: Occupied? Yes
 Rented or Leased? ---
 Generating Income? ---

History of Account: (Payment dates and amounts)

Opened: 5/6/21

Purchase Price: \$16538.48

Total Paid to Account: \$5239.00

Balance Due: \$11331.98

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

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

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

Do economic conditions in the area warrant an extension? _____

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

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

Paid \$2319.80 (bank draft) at 10/19/22 TC Mtg



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

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

(618) 825-2203 • FAX: (618) 825-2740

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

District 1
ROBERT L. ALLEN, JR.

District 2
HARRY HOLLINGSWORTH

District 3
WILLIE L. DANCY

District 4
ROBERT A. WILHELM

District 6
ROY MOSLEY, JR.

District 7
ED COCKRELL

District 8
KEN EASTERLEY

District 9
C. RICHARD VERNIER

District 10
CJ BARICEVIC

District 11
JERRY J. DINGES

District 12
SUSAN GRUBERMAN

District 13
STEPHEN E. REEB

District 14
ROBERT J. TRENTMAN

District 15
JOHN COERS

District 16
DAVID B. LANGFORD

District 17
STEVEN GOMRIC

District 18
MATT SMALLHEER

District 19
JANA MOLL

District 20
KEVIN DAWSON

District 21
DEAN PRUETT

District 22
MICHAEL O'DONNELL

District 23
RICHIE MEILE

District 24
MARTY T. CRAWFORD

District 25
JAMES HAYWOOD

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
RICK CASEY

October 12, 2022

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

Dear Chairman Kern:

The St. Clair County Board's Grants Committee submits the payroll and expense claims for the pay periods in **September, 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

Ayla Blandford, MPH, REHS, LEHP
Executive Director

Administrative/Fiscal
18.233.7703
18.222.1630 fax

Infectious Disease Prevention

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

Health Promotion and Wellness Clinical Services and Systems

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

Environmental Health

- 618.233.7769
- 618.236.0676 fax

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Facebook: @SCC.HealthDepartment
Twitter: @stclairhealth



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

MONTHLY ACTIVITY REPORT September 2022 Stats

ENVIRONMENTAL PROGRAMS

AUG SEPT YTD 22 YTD 21

ENVIRONMENTAL HEALTH

FOOD SERVICE PROGRAM

Routine Inspection	246	227	1,935	1,596
Reinspection	84	38	393	149
Opening Inspections	4	8	47	56
Food Recall Notifications	7	4	52	50
Foodborne Illness Investigations	1	2	9	27
Complaint Investigations	34	19	127	80
In-services	1	0	1	3
# of Participants	25	0	25	26
Consultations/Plan Reviews/Fires/Disasters	187	107	1,579	10,503

NUISANCE/VECTOR/TANNING

Complaint Investigations & Rechecks	4	0	12	4
Smoke Free IL Complaints	2	2	16	3
Smoke Free IL Citations	0	0	0	0
Consultations (Smoking, Tanning, Vector)	81	55	655	1,619
Tanning Inspections & Rechecks	1	2	11	14
Vector Surveillance (May - October)	4	0	16	401

POTABLE WATER PROGRAM

Well Permits Issued	8	3	32	18
Well Inspections	4	3	21	21
Analysis Reviewed	6	6	32	73
Consultations	14	14	144	102

PRIVATE SEWAGE PROGRAM

Permits Issued	14	6	71	92
Sewage Consultations	168	115	989	866
Systems Inspected	15	11	78	95
Complaints, Investigations & Rechecks	5	5	68	37
Home Loan Inspections	0	0	1	1

ENVIRONMENTAL PROTECTION and POLLUTION PREVENTION

LANDFILL PROGRAM

Landfill, Compost, Open Dump Inspections, FUIs	7	5	55	58
New Open Dump Sites Closed	0	0	2	5
Complaint Investigations, Rechecks	8	2	77	55
Consultations	47	9	210	121

POLLUTION PREVENTION PROGRAM

Consultations/Presentations	8	4	117	25
Materials Distributed	54	10	160	72



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

Ayla Blandford, MPH, REHS, LEHP
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention
• Communicable Disease
618.233.6175
618.233.9356 fax
• Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
• Emergency Preparedness
618.233.7703
618.233.9356 fax

Health Promotion and Wellness
Clinical Services and Systems
• Maternal-Child
Health Programs
618.233.6170
618.236.0821 fax
• Breast and Cervical Cancer
618.233.7703
618.233.7713 fax

Environmental Health
• 618.233.7769
• 618.236.0676 fax

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Facebook: @SCC.HealthDepartment
Twitter: @stclairhealth



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

MONTHLY ACTIVITY REPORT September 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

AUG	SEP	YTD 22	YTD 21
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102	80	700	755
2	1	6	2
27	36	356	349
0	1	4	11
0	1	2	1
3	5	45	12
5	4	56	39
2	2	7	11
0	0	2	1
2,270	1,246	30,703	15,734
0	0	3	1
0	0	0	0
0	0	0	0
0	0	0	0
1	2	8	9
11	19	117	65

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

6	16	35	225
6	16	35	225
0	1	381	165
0	1	4	5
1	2	9	10
151	97	847	653
3	2	18	30
74	42	398	283
7	2	30	25
1	0	1	6
0	0	0	0

ILLNESS INVESTIGATIONS-CONSULTATIONS

Off-site
Office
Phone
OOJ - Out of Jurisdiction
Documentation Sen-Physicians/ MSP Providers

0	0	0	0
0	6	25	44
405	430	3,144	10,734
30	19	88	369
0	0	0	62

HIV/AIDS CARE REGION

Starting Caseload
New to Medical Case Management Clients
Discharges
Remaining Caseload

641	653	4,999	629
17	14	106	76
5	16	76	7
653	651	5,033	705



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

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Executive Director

Administrative/Fiscal
18.233.7703
18.222.1630 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**
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Health Promotion and Wellness Preventive Services and Systems

- **Maternal-Child Health Programs**
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MONTHLY ACTIVITY REPORT September 2022 Stats

INFECTIOUS DISEASE PREVENTION (cont.)

AUG	SEP	YTD 22	YTD 21
-----	-----	--------	--------

HIV PREVENTION - REGION

HIV Tests Completed Total
HIV Tests Completed at SCCHD
New Positive Cases Identified
Cases Linked to HIV Medical Care

10	21	47	17
10	14	39	17
0	1	1	1
0	1	1	0

HIV Disease Interv. Serv. - REGION

New Cases Opened
Individuals Notified
Linked to Medical Care
Already in care (May reflects to-date number)

0	10	56	122
0	0	0	1
0	0	1	7
0	3	32	32

EMERGENCY PREPAREDNESS

Public Outreach/Presentations
External Conferences/Workshops
Partnership Meetings
Materials Distributed
Project Activities
St. Clair County Personnel Trained
Health Department Personnel Trained*
Incident/Assistance

0	0	66	0
1	1	22	0
6	6	86	80
9509	2,854	49,260	142
5	3	33	0
0	0	0	2
0	15	41	42
4	5	75	26

MRC (MEDICAL RESERVE CORPS)

Public Outreach/Presentations
Meetings/Workshops/Trainings Offered
Program Materials Distributed
Non- Emergency Public Health Event
Number of MRC Volunteers Trained
Number of Personnel Trained
Emergency Response Incident/Assistance
MRC Unit Volunteer Hours Served

3	1	11	0
5	3	20	31
7	5	98	500
0	1	5	7
2	1	9	115
0	0	63	5
0	0	0	97
14	4	74	1,292

COVID VACCINE ADMINISTERED - St. Clair County

COVID Vaccine totals from 1/12/22 -

**YTD 2021
thru 1-11-22**

Moderna
Pfizer
Johnson & Johnson (Janssen)
Pfizer 3rd Dose
Moderna 3rd Dose
Johnson & Johnson (Janssen) 2nd Dose

n/a	n/a	7,251	104,181
n/a	n/a	16,593	248,444
n/a	n/a	634	14,643
n/a	n/a	819	10,705
n/a	n/a	948	2,341
n/a	n/a	56	468

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

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

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

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



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Health Promotion & Wellness

AUG	SEPT	YTD 22	YTD 21
-----	------	--------	--------

HEALTHY KIDS SERVICES

Immunizations	251	207	1,230	1,233
Developmental Screenings	0	0	40	68
Perinatal Depression Screenings	84	74	746	628
Lead Testing-Children	0	0	3	11
Lead Testing-Prenatal	0	0	0	0
Well Child Screening	0	0	0	0

HEALTHY HOMES LEAD FOLLOW-UP PROG

Home Visits	6	13	31	10
New Enrollments	0	2	9	17
Prevention Education	6	14	100	66

CASE MANAGEMENT SERVICES

Total Caseload	0	0	n/a	n/a
New Enrollments	0	0	255	447
Intensive Prenatal Caseload	41	48	n/a	n/a
New Enrollments	7	8	97	107
Services Provided	84	74	691	763
YouthCare - current caseload	300	299	2,620	2,576
YouthCare New cases	15	8	96	128
YouthCare ACRs	75	95	503	429

HEALTH INSURANCE APPLICATIONS

Healthy Start (MPE) Prenatal	0	0	0	7
Add a Baby	0	0	2	24
All Kids	0	0	0	19
Add a Family Member	0	0	3	0
SNAP (Food Assistance)	0	0	0	16
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	1,489	1,484	13,570	15,186
Achievement Percentage	76%	76%	n/a	n/a
Clients Certified	208	190	1,851	1,703
Nutrition Education Attendance	408	422	3,601	3,922

DIAPER DEPOT

Diaper's Distributed	4275	3750	46,825	0
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MONTHLY ACTIVITY REPORT September 2022 Stats

BREASTFEEDING PEER COUNSELOR PRGM

	AUG	SEPT	YTD 22	YTD 21
Caseload	360	342	n/a	n/a
Client Contacts	54	54	451	584
New Enrollments	54	43	443	429

Health Promotion & Wellness (cont.)

PHS COMMUNITY OUTREACH

Health Fairs	0	0	7	7
Total Attendance	0	0	380	274
Presentations	1	1	2	2
Total Attendance	15	12	27	5
Meetings/Conferences/Workshop Contacts	7	5	36	29
Face to Face Contacts	7	1	9	244

BREAST & CERVICAL CANCER PROGRAM

Enrollments	20	14	221	202
Clinically Navigated Insured	3	2	24	11
Clients with High Deductible	2	1	13	4
Younger Symptomatic Referrals	1	0	5	9
Referrals/Treatment Act	2	1	12	5
Cancer within BCCP	0	0	4	2
Cancer outside BCCP	0	1	4	3



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September 2022 Stats

	AUG	SEPT	YTD 22	YTD 21
ADMINISTRATION				

COMMUNITY HEALTH EDUCATION & PROMOTION

Coalition/Advisory Meetings

Healthier Together mtgs/activities

Community Organizations/Agencies

Total Attendance

Total Presentations

Press releases

Displays prepared

1	1	9	7
0	1	0	0
0	6	6	5
28	150	302	45
0	0	0	0
1	0	66	192
0	0	0	0

SOCIAL MEDIA

Twitter Followers - NEW from previous month

Total Twitter Followers Lifetime-Accumulative **NEW**

Twitter Tweets

NEW METRIC

Twitter Impressions per month

NEW METRIC

Twitter Profile Visits per month

NEW METRIC

Twitter Mentions

NEW METRIC

Facebook Page Followers Lifetime-Accumulative

Facebook Page Reach

Facebook Page Visits/Likes

NEW Facebook Page Likes

NEW METRIC

2	3	40	113
1329	1332	1,332	0
59	30	388	0
4,445	2,123	35,322	0
1,682	1,854	16,320	0
3	0	41	0
8	95	9,639	74,619
19,716	62,688	473,409	1,210,281
5,065	5,271	46,435	49,926
24	102	603	0

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$772,840.47	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/05/2022
2	COUNTY .25 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2022 COLL MO: AUG. 2022 VCHR MO: OCT. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY .25 % SHARE OF SALES TAX

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IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$161,896.85	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/05/2022
2	COUNTY 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2022 COLL MO: AUG. 2022 VCHR MO: OCT. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY 1 % SHARE OF SALES TAX

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