# **OFFICIAL PROCEEDINGS**

St. Clair County Board Meeting





# ST. CLAIR COUNTY BOARD

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

MARK A. KERN CHAIRMAN



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

# **COUNTY BOARD MEETING – JANUARY 30, 2023**

- 1. Invocation Tom Holbrook, County Clerk
- 2. Pledge of Allegiance
- 3. Call to Order Chairman Mark A. Kern
- 4. Roll Call by Tom Holbrook, County Clerk; Present 25; Absent 3
  Absent: Mr. Baricevic, Mr. Meile and Mr. Vernier; (The Chairman noted that Mr. Baricevic, Mr. Meile and Mr. Vernier are excused.)
- 5. Public Participation- None
- 6. Approval of Minutes of December 19, 2022

**Motion to Approve** 

R. Mosley, Jr. - made

S. Greenwald - seconded

M/C - RC - Unanimous

- 7. Reports & Communications from the Chairman
  - a. Proclamation Presentation Northwest St. Clair County Fire Protection District- 75th Anniversary
  - b. Appointment Vice Chairman, St. Clair County Board Lonnie Mosley

Motion to Approve 7-b

S. Gomric - made

H. Hollingsworth – seconded

M/C - RC - Unanimous

c. Appointment – Frank Bergman, Privacy Official

**Motion to Approve 7-c** 

J. Dinges - made

R. Wilhelm - seconded

M/C - RC - Unanimous

 Reappointment – Members, 9-1-1 Emergency Telephone System Board – Kevin Elbe and G.W. Scott, Sr.

Motion to Approve 7-d

S. Greenwald - made

B. Allen - seconded

Motion carried with G.W. Scott, Jr. abstaining.

e. Reappointment - Members, Metro East Park and Recreation Board – Randy Randolph and Paul Evans

Motion to Approve 7-e
J. Moll – made
R. Wilhelm – seconded

M/C - RC - Unanimous

f. Appointment – Appointed Officials
Debra Moore, Director of Administration
Herbert Simmons, Director, Emergency Management Agency
Rick Stubblefield, Director, Intergovernmental Grants and Director,
Economic Development
Anne Markezich, Manager, Zoning/Mapping and Platting
Jeffrey Sandusky, Director, Information Technology
Frank Bergman, Manager, Human Resources
Brian Buehlhorn, Supt., St. Clair County Parks
Ashley Jett, Superintendent, Animal Services
Kimberly Huth, Director, Military Affairs

Motion to Approve 7-f M. Smallheer – made J. Coers – seconded

M/C - RC - Unanimous

8. Miscellaneous Reports

Motion to Receive and File K. Easterley – made M. Smallheer – seconded

M/C - RC - Unanimous

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

Motion to Approve 9-a-1 M. Smallheer – made R. Wilhelm - seconded

M/C - RC - Unanimous

 Res. #2783-23-RZ – Canteen Township – Request for a Special Use Permit to Modify Existing Planned Building Developments for a Day Care Academy at 1205 & 1206 N 71st Street in East St. Louis – Owner & Applicant – Lorenzo Powell - Deny

Motion to Approve 9-a-2 J. Coers – made R. Wilhelm - seconded

M/C - RC - Unanimous

 Res. #2784-23-RZ - Canteen Township - Request for a Special Use Permit to Allow A 3-Megawatt Solar Farm Energy System on 19.371 Acres in an Agricultural Industry Zone at XXXX N 71st Street in East St. Louis - Owner - Toberman Grain Company - Applicant -Nexamp Solar LLC - Grant Motion to Approve 9-a-3

S. Tieman - made

B. Allen - seconded M/C - RC - Unanimous

### b. Finance Committee:

1. Treasurer's Monthly Report

Motion to Approve 9-b-1

M. Crawford- made

R. Mosley, Jr. – seconded M/C - RC - Unanimous

2. Ord. #22-1278 - Transfer of Funds

Motion to Approve 9-b-2

M. Crawford - made

S. Gruberman – seconded M/C - RC - Unanimous

3. Approval of Intergovernmental Agreement Between East St. Louis School District 189 and St. Clair County as Trustee for Taxing Districts under Trust No. 02-19.0-410-001

Motion to Approve 9-b-3

M. Crawford - made

M. Smallheer - seconded

M/C - RC - Unanimous

 Approval for Central Services to Purchase Two (2) 2023 Ford Ranger Vehicles for the Zoning Department Through State Bid from Morrow Brothers Ford in the Amount of \$49,506

Motion to Approve 9-b-4

J. Moll - made

M. Crawford – seconded

M/C - RC - Unanimous

 Approval for Central Services to Purchase Four (4) 2023 Ford Explorer Police Interceptor Utility for the Sheriff Department Through State Bid from Morrow Brothers Ford in the Amount of \$168,880

Motion to Approve 9-b-5

M. Crawford - made

J. Moll - 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

B. Trentman - seconded

M/C - RC - Unanimous

#### c. Judiciary Committee:

1. Res. #2785-23-R – Announcing a Vacancy on the Board of Review, Created by the Resignation of Michael Crockett, Jr.

Motion to Approve 9-c-1 R. Mosley, Jr. – made

S. Greenwald – seconded M/C - RC - Unanimous

### d. <u>Labor Management Committee</u>:

 Approval of an Agreement Between St. Clair County Department of Roads and Bridges and the District No. 9 International Association of Machinists and Aerospace Workers

Motion to Approve 9-d-1 K. Sharkey – made B. Trentman – seconded

M/C - RC - Unanimous

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

 Res. #2786-23-RT – Authorizing i3 Broadband Permission to Install Conduit for Communication Line Heading East Approximately 5,540 feet along the South Side of Thouvenot Lane to 1,380 feet East of the Intersection of Hartman Lane

Motion to Approve 9-e-1 B. Trentman - made R. Wilhelm - seconded

M/C - RC - Unanimous

2. Res. #2787-23-RT – Authorizing i3 Broadband Permission to Install Conduit for Communication Line Heading North and South Approximately 1,980 feet along the East Side of Hartman Lane

Motion to Approve 9-e-2 R. Wilhelm - made S. Tieman - seconded

M/C - RC - Unanimous

 Res. #2788-23-RT – Authorizing i3 Broadband Permission to Install Conduit for Communication Line Heading North and South Approximately 2,250 feet along the East Side of Old Collinsville Road

Motion to Approve 9-e-3
B. Trentman - made

S. Reeb - seconded

M/C - RC - Unanimous

4. Res. #2789-23-RT – Authorizing Village of Swansea to Install a Buried 8" Encased Sanitary Sewer Line Force Main Approximately 325 Feet South of Llewellyn Road Under Sullivan Dr for 120 Feet

Motion to Approve 9-e-4

J. Moll - made

R. Mosley, Jr. - seconded

M/C - RC - Unanimous

 Res. #2790-23-RT Authorizing an Agreement with Thouvenot, Wade and Moerchen, Inc. for Engineering Services for the Improvement of the Intersection of Old Collinsville Road and Lebanon Avenue in the Amount of \$71,980

Motion to Approve 9-e-5

B. Trentman - made

R. Mosley, Jr.- seconded

M/C - RC - Unanimous

6. Res. #2791-23-RT – Authorizing an Agreement with St. Clair County Transit District for Access to the Right-of-Way Along Old Illinois Route 158

Motion to Approve 9-e-6

R. Wilhelm - made

B. Allen - seconded

Motion carried with K. Sharkey abstaining.

7. Res. #2792-23-RT – Authorizing an Agreement Between Illinois
Department of Transportation, City of Belleville and St. Clair County
to Improve the Intersection of Frank Scott Parkway West and North
Belt Line

Motion to Approve 9-e-7 G.W. Scott, Jr. - made

S. Gomric - seconded

M/C - RC - Unanimous

8. Res. #2793-23-RT – Authorizing an Agreement with St. Clair County Transit District to Construct a Bike Trail within the Right-of-Way of Old Collinsville Road from Approximately Munie Road to Frank Scott Parkway East

Motion to Approve 9-e-8

S. Reeb - made

J. Dinges - seconded

Motion carried with K. Sharkey abstaining.

10. Grants Payroll and Expenses

Motion to Receive and File

L. Mosley - made

B. Trentman - seconded

M/C - RC - Unanimous

11. County Health Department Report

Motion to Receive and File

K. Easterley - made

M. Smallheer - seconded

M/C - RC - Unanimous

## 12. Department of Revenue Report

Motion to Receive and File K. Easterley – made M. Smallheer – seconded

M/C - RC - Unanimous

## 13. Comments by the Chairman

Executive Session - Pending Litigation / Workers Compensation / Personnel

Motion to go into executive session at 7:50 p.m.

J. Dinges - made

J. Coers - seconded

M/C - RC - Unanimous

Motion to return to regular session at 7:56 p.m.

E. Cockrell - made

M. O'Donnell - seconded

M/C - RC - Unanimous

Motion to approve the settlement of the worker's compensation claim filed by Christopher Lanzante for a date of injury of December 31, 2019 causing permanent disability to the employee's right arm causing Petitioner to suffer a 23.75% loss of use of the right arm for a monetary payment of \$49,767.47. 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.

M. Crawford – made K. Easterley – seconded

M/C - RC - Unanimous

Motion to approve the settlement of the worker's compensation claim filed by Kenneth McHughes for a date of injury of 11/5/2020 causing permanent disability to the employee's left arm, left shoulder, spine and body as a whole causing Petitioner to suffer a 25% loss of use of the body as a whole for a monetary payment of \$104,586.25. 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.

M. Crawford - made

S. Gomric - seconded

M/C - RC - Unanimous

# 14. Any other Pertinent Business None

# 15. Adjournment

There being no further business, a motion was made by K. Easterley, seconded by R. Mosley, Jr. that the Board stand adjourned until Monday, February 27, 2023, at 7:30 p.m., for the February Meeting, and to convene in the County Board Meeting Room B-564, 10 Public Square, Belleville, Illinois, when it will be the pleasure for all to attend. Motion carried unanimously.

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

JUDICIARY COMMITTEE



# ST. CLAIR COUNTY BOARD

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

#### District 5 LONNIE MOSLEY VICE-CHAIRMAN

#### BOARD MEMBERS

District 1 ROBERT L ALLEN, JR.

District 2 GW SCOTT, JR.

ROY MOSLEY JR

HARRY HOLLINGSWORTH

MARTY T. CRAWFORD

COURTNEY D. MOORE

STEVEN GOMRIC

KEN EASTERLEY

District 10 SCOTT GREENWALD

District 11 KENNETH G. SHARKEY

District 12 C. RICHARD VERNIER

District 13 STEPHEN E. REEB

BOB TRENTMAN

District 15 JERRY J. DINGES

District 16 CJ BARICEVIC

District 17

PHIL HENNING

District 20 ED COCKRELL

District 21

District 22 SUSAN GRUBERMAN

District 23 JANA MOLL

District 24

RICHIE MEILE

ROBERT WILHELM

MATT SMALLHEER

SCOTT TIEMAN

MICHAEL O'DONNELL

ANDY BITTLE

KEVIN DAWSON

District 26

District 28 JOHN COERS

# 7:30 p.m.

COUNTY BOARD MEETING - January 30, 2023

- Invocation 1.
- Pledge of Allegiance 2.
- 3. Call to Order
- 4. Roll Call
- **Public Participation** 5.
- 6. Approval of Minutes of December 19, 2022
- 7. Reports & Communications from the Chairman
  - Proclamation Presentation- Northwest St. Clair a. County Fire Protection District – 75th Anniversary
  - b. Appointment - Vice-Chairman, St. Clair County Board - Lonnie Mosley
  - Appointment Frank Bergman, Privacy Official C.
  - Reappointment Members, 9-1-1 Emergency d. Telephone System Board - Kevin Elbe and G.W. Scott, Sr.
  - Reappointment Members, Metro East Park and e. Recreation Board - Randy Randolph and Paul Evans
  - f. Appointment - Appointed Officials Debra Moore, Director of Administration Herbert Simmons. Director. Emergency Management Agency Rick Stubblefield, Director, Intergovernmental Grants and Director, Economic Development Anne Markezich, Manager, Zoning/Mapping and Platting Jeffrey Sandusky, Director, Information Technology Frank Bergman, Manager, Human Resources Brian Buehlhorn, Supt., St. Clair County Parks Ashley Jett, Superintendent, Animal Services Kimberly Huth, Director, Military Affairs



- 8. Miscellaneous Reports
- 9. Committee Reports
  - a. <u>Environment Committee:</u>
    - 1. Report
    - Res. #2783-23-RZ Canteen Township Request for a Special Use Permit to Modify Existing Planned Building Developments for a Day Care Academy at 1205 & 1206 N 71st Street in East St. Louis – Owner & Applicant – Lorenzo Powell - Deny
    - 3. Res. #2784-23-RZ Canteen Township Request for a Special Use Permit to Allow A 3-Megawatt Solar Farm Energy System on 19.371 Acres in an Agricultural Industry Zone at XXXX N 71st Street in East St. Louis Owner Toberman Grain Company Applicant Nexamp Solar LLC Grant
  - b. Finance Committee:
    - 1. Treasurer's Monthly Report
    - 2. Ord. #23-1278 Transfer of Funds
    - 3. Approval of Intergovernmental Agreement Between East St. Louis School District 189 and St. Clair County as Trustee for Taxing Districts under Trust No. 02-19.0-410-001
    - 4. Approval for Central Services to Purchase Two (2) 2023 Ford Ranger Vehicles for the Zoning Department Through State Bid from Morrow Brothers Ford in the Amount of \$49.506
    - 5. Approval for Central Services to Purchase Four (4) 2023 Ford Explorer Police Interceptor Utility for the Sheriff Department Through State Bid from Morrow Brothers Ford in the Amount of \$168,880
    - 6. Salary Claims
    - 7. Expense Claims Claims Subcommittee
  - c. <u>Judiciary Committee:</u>
    - Res. #2785-23-R Announcing a Vacancy on the Board of Review, Created by the Resignation of Michael Crockett, Jr.
  - d. <u>Labor Management Committee:</u>
    - Approval of an Agreement Between St. Clair County Department of Roads and Bridges and the District No. 9 International Association of Machinists and Aerospace Workers

## e. Transportation Committee:

- Res. #2786-23-RT Authorizing i3 Broadband Permission to Install Conduit for Communication Line Heading East Approximately 5,540 feet along the South Side of Thouvenot Lane to 1,380 feet East of the Intersection of Hartman Lane
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- Res. #2791-23-RT Authorizing an Agreement with St. Clair County Transit District for Access to the Right-of-Way Along Old Illinois Route 158
- 7. Res. #2792-23-RT Authorizing an Agreement Between Illinois Department of Transportation, City of Belleville and St. Clair County to Improve the Intersection of Frank Scott Parkway West and North Belt Line
- Res. #2793-23-RT Authorizing an Agreement with St. Clair County Transit District to Construct a Bike Trail within the Right-of-Way of Old Collinsville Road from Approximately Munie Road to Frank Scott Parkway East
- 10. Grants Payroll and Expenses
- 11. County Health Department Report
- 12. Department of Revenue Reports
- 13. Comments by the Chairman
  - a. Executive Session Pending Litigation / Workers Compensation / Personnel
- 14. Any other Pertinent Business
- 15. Adjournment

January 30, 2023

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

County Board Members:

We, the Judiciary Committee, wish to report that the Minutes from the December 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

# 75th ANNIVERSARY NORTHWEST ST. CLAIR COUNTY FIRE PROTECTION DISTRICT

WHEREAS, in 1946 the Northwest Volunteer Fire Department was organized by a group of concerned citizens who realized a need for fire protection in the unincorporated part of Belleville; and

WHEREAS, on December 16, 1946 a committee was formed to oversee the development of the non for profit corporation known as the Northwest Volunteer Fire Department, Inc.; and

WHEREAS, the volunteers who formed the department in 1946 built Number 1 Fire Station located at 1513 North Belt West and in the 1950's built Engine House Number 2 located at 2327 South Belt West; and

WHEREAS, in 1980 the Fire District was the first in the area to require all firefighters to become a Certified Firefighter by the Office of the Illinois State Fire Marshal; and

WHEREAS, in 1986 the three fire districts- North, South & West were combined into one by referendum to be known as the Northwest St. Clair County Fire Protection District which is governed by three trustees; and

WHEREAS, the department continued to grow so did the need for the amount of training in specialized areas such as technical rescue, hazmat, confined spaces, high angle, EMS, and Line Officer and Chief Officer classes; and

WHEREAS, the firefighters today continue to carry on the legacy of the founding volunteers by providing the best possible service to the district through training and education in order to deliver the necessary lifesaving skills to the residents.

**NOW THEREFORE BE IT PROCLAIMED** that I, Mark A. Kern, County Board Chairman, do hereby salute and recognize the 75th Anniversary of the Northwest St. Clair County Fire Protection District and thank them for their hard work and dedication to 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 30th day of January in the Year of Our Lord two thousand twenty-three

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



# ST. CLAIR COUNTY BOARD

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

District 5 LONNIE MOSLEY VICE-CHAIRMAN

#### **BOARD MEMBERS**

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District 2 GW SCOTT, JR.

District 3 ROY MOSLEY, JR.

District 4 HARRY HOLLINGSWORTH

District 6 MARTY T. CRAWFORD

District 7 COURTNEY D. MOORE

District 8 STEVEN GOMRIC

District 9

KEN EASTERLEY

SCOTT GREENWALD

KENNETH G. SHARKEY

District 12 C. RICHARD VERNIER

District 13 STEPHEN E. REEB

District 14 BOB TRENTMAN

District 15 JERRY J. DINGES

District 16 CJ BARICEVIC

District 17 SCOTT TIEMAN

District 18 MICHAEL O'DONNELL

District 19 PHIL HENNING

District 20 ED COCKRELL

District 21 ANDY BITTLE

District 22 SUSAN GRUBERMAN

District 23 JANA MOLL

District 24 KEVIN DAWSON

District 25 RICHIE MEILE

District 26 ROBERT WILHELM

District 27 MATT SMALLHEER

District 28 JOHN COERS January 30, 2023

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

#### Members of the Board:

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

 Vice-Chairman, St. Clair County Board:
 Reappointment of LONNIE MOSLEY as Vice-Chairman of the St. Clair County Board effective February 1, 2023 and expiring on February 1, 2024

# 2. Privacy Official:

Reappointment of **FRANK BERGMAN** effective February 1, 2023 and expiring on February 1, 2024

3. Member - 911 Emergency Telephone System Board:

Reappointment of **KEVIN ELBE** to a four (4) year term effective February 1, 2023 and expiring on February 1, 2027

Reappointment of G.W. SCOTT, JR. to a four (4) year term effective February 1, 2023 and expiring on February 1, 2027

Member – Metro East Park and Recreation Board:

Reappointment of RANDY RANDOPLH to a three (3) year term effective February 1, 2023 and expiring February 1, 2026

Reappointment of **PAUL EVANS** to a three (3) year term effective February 1, 2023 and expiring February 1, 2026

5. Appointed Officials:

Reappointment of DEBRA MOORE as Director of Administration
Reappointment of HERBERT SIMMONS as Director, Emergency
Management Agency

Reappointment of RICK STUBBLEFIELD as Director, Intergovernmental Grants and Director, Economic Development

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

Reappointment of JEFFREY SANDUSKY as Director, Information Technology

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

Reappointment of ASHLEY JETT as Superintendent, Animal Services
Reappointment of KIMBERLY HUTH as Director, Military Affairs

MARK A. KERN, Chairman St. Clair County Board

MAK/sg

TO: ST. CLAIR COUNTY BOARD

FROM: MARK A. KERN, Chairman

ST. CLAIR COUNTY BOARD

SUBJ: Miscellaneous Reports

DATE: January 30, 2023

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

## **Juvenile Detention Center**

The population from December 6th, 2022 to January 2nd, 2023 consisted of 257 juveniles: 246 boys and 11 girls. The report of same will be placed on file in the County Board office.

# **County Jail**

The Jailer reports that prisoners from the period of December 12, 2022 through January 23, 2023 are an average of 430 prisoners per day. The report of same will be placed on file in the County Board office.

This Miscellaneous Report will become a part of the County Board Meeting Minutes.



# St. Clair County Juvenile Detention Center

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

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

Lawrence Brazil
Superintendent

LISA K. BRENNAN-FLEMING
Assistant Superintendent

January 10, 2023

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

**Dear Committee Members** 

Please be advised, as indicated by my Population Report, that we did not exceed the D.O.C. rate capacity of 38 for the reporting period of December 6, 2022 through January 02, 2023.

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

Sincerely

Lawrence Brazil Superintendent

DHS/cc

St. Clair County

<b>Population Report</b>	December 06,	2021 to	January 02,	2023
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100000000000000000000000000000000000000	the Tile of the Child		The State of the State of	
	Boys	Girls	Total	
12/06/22	11	1	12	
12/07/22	11	1	12	
12/08/22	11	1	12	
12/09/22	11	1	12	
12/10/22	10	1	11	
12/11/22	10	1	11	
12/12/22	10	1	11	
12/13/22	9	1	10	
12/14/22	12	1	13	
12/15/22	10	1	11	
12/16/22	9	1	10	
12/17/22	9	0	9	
12/18/22	9	0	9	
12/19/22	9	0	9	
12/20/22	8	0	8	
12/21/22	9	0	9	
12/22/22	6	0	6	
12/23/22	6	0	6	
12/24/22	6	0	6	
12/25/22	7	0	7	
12/26/22	7	0	7	
12/27/22	7	0	7	
12/28/22	7	0	7	
12/29/22	8	0	8	
12/30/22	8	0	8	
12/31/22	8	0	8	
01/01/23	8	0	8	
01/02/23	10	0	10	
otal	246	11		
Grand Total			257	



#### St. Clair County Sheriff Department ST. CLAIR COUNTY, ILLINOIS JAIL MANANGEMENT INFORMATION SYSTEM As of Tuesday January 24, 2023 at 10:54 am



Page 1

# Daily Peak Population Report For Period Beginning on December 12, 2022 Through January 23, 2023 - Current Capacity: 418

Date	Population	Over/Under	Status	
Monday, December 12, 2022	423	-5	Over Capacity	
Tuesday, December 13, 2022	428	-10	Over Capacity	
Wednesday, December 14, 2022	425	-7	Over Capacity	
Thursday, December 15, 2022	424	-6	Over Capacity	
Friday, December 16, 2022	430	-12	Over Capacity	
Saturday, December 17, 2022	419	-1	Over Capacity	
Sunday, December 18, 2022	424	-6	Over Capacity	
Monday, December 19, 2022	429	-11	Over Capacity	
Tuesday, December 20, 2022	426	-8	Over Capacity	
Wednesday, December 21, 2022	429	-11	Over Capacity	
Thursday, December 22, 2022	432	-14	Over Capacity	
Friday, December 23, 2022	417	1	Under Capacity	
Saturday, December 24, 2022	416	2	Under Capacity	
Sunday, December 25, 2022	421	-3	Over Capacity	
Monday, December 26, 2022	424	-6	Over Capacity	
Tuesday, December 27, 2022	424	-6	Over Capacity	
Wednesday, December 28, 2022	438	-20	Over Capacity	
Thursday, December 29, 2022	433	-15	Over Capacity	
Friday, December 30, 2022	428	-10	Over Capacity	
Saturday, December 31, 2022	424	-6	Over Capacity	
Sunday, January 1, 2023	430	-12	Over Capacity	
Monday, January 2, 2023	430	-12	Over Capacity	
Tuesday, January 3, 2023	435	-17	Over Capacity	
Wednesday, January 4, 2023	439	-21	Over Capacity	
Thursday, January 5, 2023	442	-24	Over Capacity	
Friday, January 6, 2023	450	-32	Over Capacity	
Saturday, January 7, 2023	419	-1	Over Capacity	
Sunday, January 8, 2023	422	-4	Over Capacity	
Monday, January 9, 2023	427	-9	Over Capacity	
Tuesday, January 10, 2023	424	-6	Over Capacity	
Wednesday, January 11, 2023	426	-8	Over Capacity	
Thursday, January 12, 2023	434	-16	Over Capacity	
Friday, January 13, 2023	437	-19	Over Capacity	
Saturday, January 14, 2023	432	-14	Over Capacity	
Sunday, January 15, 2023	439	-21	Over Capacity	
Monday, January 16, 2023	429	-11	Over Capacity	
Tuesday, January 17, 2023	433	-15	Over Capacity	
Wednesday, January 18, 2023	439	-21	Over Capacity	
Thursday, January 19, 2023	443	-25	Over Capacity	
Friday, January 20, 2023	453	-35	Over Capacity	
Saturday, January 21, 2023	435	-17	Over Capacity	
Sunday, January 22, 2023	442	-24	Over Capacity	
Monday, January 23, 2023	444	-26	Over Capacity	



St. Clair County Sheriff Department ST. CLAIR COUNTY, ILLINOIS JAIL MANANGEMENT INFORMATION SYSTEM As of Tuesday January 24, 2023 at 10:54 am

Richard Watson Sheriff

Page 2

# **Daily Peak Population Report**

For Perio	Beginning on December 12, 2022 Through January	23,2023 - Current Capacity: 4	18
Date	Population	Over/Under	Status

Average Daily Population: 430
Days In Reporting Period: 43

\* - Designates Min and Max Dates ... End of Report ...

# ENVIRONMENT COMMITTEE MEETING

# January 24, 2023

The regular meeting of the Environment Committee of the St. Clair County Board was called to order on Monday, December 13, 2022, at 300 P.M. by Richie Meile, Chairman,

Members present: Richie Meile, John Coers, Marty Crawford & CJ Baricevic

Member excused: Ken Easterly, Matt Smallheer

Staff in attendance: Anne Markezich, Zoning Director.

Members recited the Pledge of Allegiance.

**MOTION** by Baricevic, second by Coers to approve Minutes from December 13, 2022. Motion Carried

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

**MOTION** by Coers, second by Baricevic to approve Zoning Board Summaries for Case #2022-17-SP (*Lindauer*). Motion Carried.

**MOTION** by Coers, second by Baricevic to approve Zoning Board Summaries for Case #2022-15-SP (*Reifschneider*). Motion Carried.

**MOTION** by Coers, second by Baricevic to approve Zoning Board Summaries for Case #2022-16-SP (*Reifschneider*). Motion Carried.

MOTION by Crawford second by Baricevic to approve Occupancy Program Report for December, 2022. Motion Carried.

**MOTION** by Baricevic, second by Crawford to approve Building Permit Report for December, 2022. Motion Carried.

**MOTION** by Baricevic, second by Coers to approve Expense Claims for December, 2022. Motion carried.

# **HEALTH DEPARTMENT REPORT - SHARON VALENTINE**

No Report

Page 2 -- Environment Committee Meeting Minutes – January 24, 2023

# ZONING DIRECTOR REPORT - ANNE MARKEZICH

**MOTION** by Crawford, second by Baricevic to approve the 2023 Environmental Meeting Schedule. Motion Carried.

**MOTION** by Crawford, second by Baricevic to approve Sanitary Landfill Operators License (*Cottonwood Hills*). Motion Carried.

MOTION by Crawford, second by Baricevic to approve Sanitary Landfill Operators License (Milam Recycling & Disposal Facility). Motion Carried

# **CLEAN SWEEP PROGRAM**

No Report

# BEN HENNING - STATES ATTORNEY'S OFFICE

No Report

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



# Payment Code

ZO106 - OCC Duplex/Condo Inspection ZO104 - Certification of Occupancy ZO103 - Reinspection Fee-Occupancy ZO101 - OCC Single Family Z-MB Inv - Misc Billing by Invoice ZM100 - Sanitary Landfill license ZO105 - Certification of Occupancy-Mod ZO102 - OCC Manuf/Mobile Home Insp ZO100 - OCC Multi-family ZH102 - Special Use Permit ZH100 - ABV-Area/bulk Variance ZCO102 - OCC Village of Millstadt ZCB106 - B/P Village of Millstadt ZB119 - Solar Energy System Fee >\$50,000 ZB118 - Solar Energy System Fee \$10-\$50K ZB115-1 - Swimming Pool Permit-In Ground ZB114 - Stormwater Erosion Permit ZB113-2 - Single Fam Res Permit >2500 sqft ZB113-1 - Single Fam Res Permit <2500 sqft ZB111-3 - Res Rem Permit \$10,000 - \$50,000 ZB111-2 - Res Remodel Permit > \$50,000 ZB111-1 - Res Remodel Permit < \$10,000 ZB110-1 - Res Additions Permit <\$50,000 ZB108 - Reinspection fee - new constr ZB106-1 - Modular/Manuf Home Permit ZB103-2 - Electrical Permit 2 Insp ZB103-1 - Electrical Permit 1 Insp Payment Category Zoning - Zoning & Mapping ZB109-1 - B/P Renewal ZB104 - Garage/Pole Barn Permit ZB101 - Commercial & Industrial Permit ZB100-4 - Plan Review Commercial ZB100-3 - Plan Review Residence ZB100-2 - Zoning Compliance Letter (Add) ZB100 - AZC-APP Zoing Compliance Permit ZB105-1 - Deck Permit ZB102 - Demolition permit M5000 - Large GIS Map

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Number of Transactions

Total Amount Collected

\$38,567.40	311	Grand Totals
3,000.00	21.1	Category Zoning - Zoning & Mapping Totals
25.00		BOE-Investment Pool
2,765.00	- 10	BOE-Investment Pool
900.00	78	BOE-Investment Pool
500.00	16 4	BOE-Investment Pool
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2,400.00	3 1	BOE-Investment Pool
6,817,00	3 2	BOE-Investment Pool
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300.00	4 44	BOE-Investment Pool
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Value of Construction on which permits were issued for December, 2022: \$3,366,650.62 Total Fee Report for the month of December, 2021: \$42,838.43

Fayment (

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December 2022 Fee Report

Payment Date Range 12/01/22 - 12/31/22

Summary Listing

A RESOLUTION ADVISEMENT A REQUEST FOR A SPECIAL USE PERMIT BY LORENZO POWELL, OWNER & APPLICANT, FOR PROPERTY LOCATED AT 1205 & 1206 N 71ST STREET, EAST ST. LOUIS, ILLINOIS, IN CANTEEN TOWNSHIP. (CASE #2022-04-PD)

WHEREAS, a public hearing was held in the County Board Room, 5<sup>th</sup> Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on September 6, 2022, November 1, 2022 and January 10, 2023, before the Zoning Board and notice of said hearing was duly given; and,

WHEREAS, on January 10, 2023 the Zoning Board of Appeals after hearing the testimony and evidence presented; after considering all relevant sections of the St. Clair County Zoning Code, and after further consideration of the matter, advisement the applicant's a Special Use Permit to modify/amend existing Planned Building Developments that were previously granted pursuant to Section 40-9-3(H)(3), in that the Applicant desires to expand/modify the site plan submitted in Cases 2002-67-SP and 2010-02-SP to allow due to the following:

The proposed design, location, development, and the operation of the proposed uses and structures (or modification of the current Planned Building Developments) would not adequately protect the public's health, safety and welfare and the physical environment.

The proposed modification of the previously granted Special Uses is not consistent with the County's Comprehensive Plan.

The proposed modifications of previously granted Special Uses will likely negatively impact the value of neighboring property.

The proposed Special Use will increase traffic flow to a currently narrow and relatively unimproved roadway that dead ends pass the properties at issue. The proposed banquet center/hall's lacks public sewers to properly service such a facility.

# Page 2 -- Resolution Subject Case 2022-04-PD

The ongoing day center across the street and upon the same parcel as the proposed uses and structures, when alcohol would be allowed at the proposed uses without supervision, requires a high degree of consideration and is supportive of a denial of the proposal.

The proposed modifications of the existing Special Uses are not compatible to adjacent uses and uses in the general vicinity.

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

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

ADOPTED, this 30th day of January, 2023.

COUNTY BOARD ST. CLAIR COUNTY ILL INOIS

BY:

MARK KERN, CHAIRMAN

ATTEST:

THOMAS HOLBROOK, COUNTY CLERK



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

# ADVISORY REPORT 2022-04-PD

Application By: Lorenzo Powell, 1405 Double Eagle Circle, Belleville, IL (owner)

Case #: 2022-04-PD

Application Filed: 06/23/2022

Publication Date: 08/12/2022

Hearing Dates: 9/6/22; 11/1/22 &

01/10/2023

Request: A Special Use Permit to modify/amend existing Planned Building Developments that were previously granted pursuant to Section 40-9-3(H)(3), in that the Applicant desires to expand/modify the site plan submitted in Cases 2002-67-SP and 2010-02-SP to allow the expansion of an existing Day Care Academy to include a Banquet Hall, Pavilion Rental and Picnic Area in a "NB" Neighborhood Business and "MR-2" Multi-Family Residence Zone District, on property commonly known as 1205 & 1206 N. 71st Street, East St. Louis, IL, Canteen Township( 02-23.0-102-006 & 02-22.0-204-020).

Zoning Board of Appeals Members Present: 09/06/2022: S. Penny, K. Heberer, G. Meister, S. Howell & S. Lindauer: 11/01/2022: S. Penny, A. Edwards, G. Meister, & S. Howell; 01/10/2023: S. Penny, A. Edwards, G. Meister, & S. Lindauer.

### County Board Members Present at Hearing: None

Testimony: 09/06/2022: Applicant Lorenzo Powell presented his application. He explained that he has two day care buildings but only the building on the west side of 71st Street currently operates as a day care (on PPN: 02-22.0-204-020). The other building on the east side of 71st Street (PPN: 02-23.0-102-006) is occasionally used by the day care for graduation ceremonies and other events in conjunction with the day care. However, Mr. Powell would like to be able to use the building on the east side of 71st Street as a banquet center/hall and rent the same out to the general public. He would rent it out for events, parties, etc. He would rent the building out and the renter would be in charge of the hall at that time. He would allow renters to bring alcohol upon the property, and neither the Applicant nor Applicant's staff would supervise the event. There are limited bathrooms in the subject building, which is served by a septic tank. Also discussed were the limited parking spaces available for the building proposing to be used as a banquet center/hall. Applicant stated that he would use the parking across 71st Street that is currently the parking for the day care, despite rentals of the banquet center/hall occurring during the same time of the day that the day care may be opened. Mr. Powell also explained that he wants to develop the ground north of the day care center (on PPN 02-22.0-204-020) and construct a playground to be used in conjunction with the day care, as well as several pavilions with BBQ grills to be rented out by the public for events and parties. Also, alcohol would be allowed at the pavilions, which are located on the same parcel as the operating day care. Events/parties held at the pavilions would not be oversaw by the Applicant.

The Zoning Board was concerned with the lack of specific plans as well as the issue of alcohol near an ongoing day care, and the renting of facilities for events that would go unsupervised by the Applicant or Applicant's staff. Further, the Applicant was nebulous on his plans and what he was specifically requesting. The Zoning Board voted unanimously to continue the matter to allow the Applicant to provide more detailed plans, and greater specificity regarding his plan of operations, knowing the Zoning Board's initial concerns.

11/01/2022: The Applicant at this time presented a new site plan and a new narrative describing operations. While the new site plan provided more detail such was an expansion of uses and structures as compared to the initial plan. The Applicant now was requesting a basketball court, multiple pavilions and event areas on the day care parcel, and a proposed structural addition onto the banquet center/hall structure that would allow a larger number of attendees but still with limited bathrooms, and moreover, the property being served by a septic system and limited parking spaces. Again, the Applicant desired to allow alcohol on both properties, without supervision by Applicant, or Applicant's staff.

The Zoning Board again expressed concerns with the plans and the allowing of unsupervised alcohol consumption in close proximity to an ongoing day care facility. The Zoning Board again voted unanimously to continue the matter to give the Applicant an additional chance to address the Board's concerns, as well as to further define what he is requesting versus the approach to ask for everything possible and see what may or not be approved.

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Version 01/2018

01/10/2023: The Applicant again appeared, and just immediately before the hearing, provided a letter addressed to the Zoning Board members purporting to address the Zoning Board's previous concerns. The Applicant provided testimony again attempting to explain all uses and structures that he was proposing. However, Applicant failed to address previous concerns of the Zoning Board relating to alcohol use in proximity to an ongoing day care, and the supervision or lack of supervision of the rental facilities (pavilions and banquet hall/center). The Applicant was again vague and cryptic in his explanation of his requests and how such facilities would be operated.

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

The Board found and concluded as follows:

- (1) Whether the proposed design, location, development and operation of the proposed Special Use will adequately protect the public health, safety, and welfare and the physical environment. The Board found as follows: The proposed design, location, development, and the operation of the proposed uses and structures (or modification of the current Planned Building Developments) would not adequately protect the public's health, safety and welfare and the physical environment
- (2) Whether the proposed Special Use is consistent with the County's Comprehensive Plan. The Board found as follows: The proposed modification of the previously granted Special Uses is not consistent with the County's Comprehensive Plan.
- (3) The effect the proposed Special Use may have on the value of the neighboring property and on the County's overall tax base. The Board found as follows: The proposed modifications of previously granted Special Uses will likely negatively impact the value of neighboring property.
- (4) The availability and the effect the proposed Special Use would have on the public utilities and on traffic circulation on nearby streets. The Board found as follows: The proposed Special Use will increase traffic flow to a currently narrow and relatively unimproved roadway that dead ends pass the properties at issue. The proposed banquet center/hall's lacks public sewers to properly service such a facility.
- (5) Whether there are any facilities near the proposed Special Use (such as schools or hospitals) that require special consideration. The Board found as follows: The ongoing day center across the street and upon the same parcel as the proposed uses and structures, when alcohol would be allowed at the proposed uses without supervision, requires a high degree of consideration and is supportive of a denial of the proposal.
- (6) Whether the proposed Special Use is compatible to adjacent uses and uses in the general vicinity. The Board found as follows: The proposed modifications of the existing Special Uses are not compatible to adjacent uses and uses in the general vicinity.
- (7) The time period for which the Special Use Permit should be granted or any special requirements for certification of continued compliance with the terms of approval. The Board found as follows: N/A.

A motion was made by A. Edwards to DENY the request. The motion was seconded by G. Meister. The members of the Board voted as follows: S. Penny-Yes, A. Edwards-Yes, G. Meister-Yes, and S. Lindauer-Yes. The motion passed 4 to 0 to deny.

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

Anne Markezich

Secretary, St. Clair County Zoning Board of Appeals

1/18/2023

RES NO 2783-23-RZ

Page 2 of 2 Zoning Board of Appeals' Advisory Report re 2022-04-PD

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A RESOLUTION ADVISEMENT A REQUEST FOR A SPECIAL USE PERMIT BY TOBERMAN GRAIN COMPANY, OWNERS AND NEXAMP SOLAR, LLC, APPLICANTS, FOR PROPERTY LOCATED AT XXXX N 71ST STREET, EAST ST. LOUIS, ILLINOIS, IN CANTEEN TOWNSHIP. (CASE #2022-13-SP)

WHEREAS, a public hearing was held in the County Board Room, 5<sup>th</sup> Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on November 1, 2022 and January 10, 2023, before the Zoning Board and notice of said hearing was duly given; and,

WHEREAS, on January 10, 2023 the Zoning Board of Appeals after hearing the testimony and evidence presented; after considering all relevant sections of the St. Clair County Zoning Code, and after further consideration of the matter, advisement the applicant's a Special Use Permit to allow a 3MW (AC) Solar Farm Energy System on 19.371-acres in an "A" Agricultural Industry Zone District ("A" zoning classification is contingent upon rezoning in matter 2022-04-ZA). due to the following facts and findings:

The land in question is located in an "A" Agricultural Industry Zone District, is rural in nature, and is adjacent to other farm fields and other natural buffers.

The Applicant is requesting a special use permit to construct a 3-MW Solar Farm Energy Systems on a footprint of approximately 12 acres of the 19.3+/- acre parcel in question.

The project will include typical photovoltaic panels, tracking system, and inverter.

The solar array will be connected to the power grid via existing power poles along 71st Street.

Areas of bare ground will be covered with a pollinator seed mix that will be more beneficial than typical row crops in alleviating stormwater, flood and ponding issues in the area.

Once the project has been constructed there will be no added traffic on a daily basis. The only additional traffic will be for periodic inspection and maintenance.

Any sound created by the completed solar farm will be minimal and within the limits as provided by the St. Clair County Zoning Code.

# Page 2 -- Resolution Subject Case 2022-13-SP

The perimeter of the project site will be fenced per plans submitted with proper signage, and vegetative screening/buffer shall be planted along the west and south fence lines per site plans.

The proposed setbacks of the project area will either meet or exceed County requirements. The nearest residence is hundreds of feet away from the project site.

# WHEREAS, the Zoning Board of Appeals further concluded as follows:

The proposed design, location, development, and the operation of the proposed Solar Farm Energy System, as limited by the Board's motion, adequately protects the public's health, safety and welfare, and physical environment as there will be a thorough decommissioning plan in place with financing in place for the decommissioning, little to no glare is expected onto adjacent roadways and properties, the site will be fenced with certain plantings along the west and south sides, there will be coordination with emergency personnel, there will be storm and wastewater management procedures in place, the site will be seeded with grass and a pollinator mix, and the site will be appropriately maintained.

The proposed Special Use as limited by the Board's motion, will not have an adverse impact on the County's Comprehensive Plan as the Plan calls for agricultural and at the end of this Solar Farm Energy System's lifespan the site will be decommissioned and the land placed back for use as agricultural land.

The proposed Special Use will have a positive impact on the County's overall tax base. Further, the proposed Special Use will have minimal impact on the value of property surrounding such facility.

The proposed Special Use will enhance the provision of electric utilities to the area and help further the growth of clean and renewable energy sources. Further, the proposed Special Use will create no burden on existing utilities and provides a needed clean and renewable energy alternative. In addition, the proposed Special Use will not lead to an increase in traffic after it is constructed as the only additional traffic will consist of vehicles visiting the site for periodic maintenance and inspection.

There are no facilities such as schools or hospitals near the proposed Special Use that require special consideration.

The adjacent uses are agricultural with residences that are several hundred feet away from the proposed facility. The closest building is a building that was once used for a day care center but is no longer utilized for that use full time and said owner of the day care was present at the hearings and had no objections regarding proximity to his business. Thus, the proposed Special Use, as limited by the motion of the Board, and with certain construction conditions and use limitations is compatible with adjacent uses and uses in the general vicinity.

WHEREAS, the approval of the Special Use Permit is subject to the following additional conditions and restrictions:

The additional screening of the west and south fence lines as indicated per the Applicant's plans shall have appropriate plantings to screen the solar array from the public's view, and such

# Page 3 -- Resolution Subject Case 2022-13-SP

plantings shall be maintained at all times during the life of this Solar Farm Energy System. Maintaining of these plantings includes but is not limited to trimming, watering, and prompt replacement if any planting dies or is destroyed.

No overweight or oversized loads shall be delivered to the site.

The Applicant shall provide to the Zoning Administrator monthly updates on its progress toward receiving final state approval, and, if approved, on the anticipated start date of construction.

Construction hours shall be limited to Monday through Friday, 7:00 am to 6:00 pm. No construction work is to be done on Saturdays, Sundays, evenings, or holidays unless written approval is obtained from the St. Clair County Building and Zoning Department Administrator.

During excavation, site prep, or disturbance of soil onsite, any topsoil shall be preserved and returned to its prior condition.

All vegetation, shrubbery or other planting shall be well-maintained and kept free of noxious weeds and invasive plants.

The Applicant and all other subsequent lessees, agents, assigns, persons or entities that have any interest in, control over, or rights to the proposed Solar Farm Energy System shall adhere to all applicable requirements of the St. Clair County Zoning Code, including but not limited to Section 40-5-30, and all conditions and restrictions placed on this Special Use.

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

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

ADOPTED, this 30th day of January, 2023.

COUNTY BOARD ST. CLAIR COUNTY ILLINOIS

BY: V V V V MARK KERN, CHAIRMAN

THOMAS HOLBROOK, COUNTY CLERK

ATTEST



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

# ADVISORY REPORT 2022-13-SP

Application By: Nexamp Solar, LLC, 200 W. Monroe Street, Suite 620, Chicago, IL

Case #: 2022-13-SP

Owner: Toberman Grain Company, 616 Manor Lane, Millstadt, IL

Application Filed: 08/30/2022

Publication Date: 10/6/2022

Hearing Dates: 11/01/22 & 01/10/23

Request: A Special Use Permit to allow a 3-megawatt Solar Farm Energy System on 19.371 acres in an Agricultural Industry Zone District (rezoned to Agricultural in matter 2022-04-ZA), on property commonly known as XXXX N. 71st Street, E. St. Louis, IL, Canteen Township (PPN: 02-23.0-102-007)

Zoning Board of Appeals Members Present: 11/01/22: S. Penny, A. Edwards, G. Meister, & S. Howell; 01/10/2023: S. Penny, A. Edwards, G. Meister, & S. Lindauer.

County Board Members Present at Hearing: None

Testimony: 11/01/2022: Chase Ford representative of Nexamp Solar and Carl Broberg civil engineer retained by Nexamp Solar presented the application at the hearing of 11/01/22. Mr. Ford explained the company history of Nexamp Solar founded in 2007 by U.S. Army veterans, has grown to 400+ employees, has a national presence and it is a developer, owner, operator and maintenance provider of its solar projects. Mr. Ford explained the current status of solar law and application process in Illinois. Mr. Ford explained the benefits of community solar-access to clean and renewable energy, costs savings, grows taxes without adding demand for public services, etc. Mr. Ford indicated that if the property in question is rezoned in matter 2022-04-ZA to agricultural, this special use permit application seeks the installation of a 3-MW Solar Farm Energy System on a 19.3+/- acre parcel with the solar field taking up approximately 12 acres inside the perimeter fencing. The proposed project will meet all zoning requirements and flood plain ordinance. The Applicant indicated that despite the property not being located in a floodplain that the Applicant is aware that from time to time the property floods and has ponding of water. The lifespan of this type of facility would be between 35-45 years. Mr. Ford explained the type of panels that would be installed and the solar tracking and racking system, as well as the equipment pad and central inverter to be installed per the plans. Further, he explained the interconnect with the power grid. Mr. Ford as well as Mr. Broberg went over the site plan and addressed questions of the Zoning Board, as well as the public, including but not limited to questions/concerns regarding the ditch that runs along the south property line of the parcel in question and issues with flooding and maintenance of the ditch. Also, addressed were the concerns of the culverts that run under 71st Street near the project area. Mr. Broberg also explained that the type of grass that would be planted around and under the solar array would be more beneficial than typical row crops in averting any flooding, stormwater, or ponding of water issues. Mr. Ford and Mr. Broberg did indicate that some trees on the west side would need to be removed but they would plant some shrubs or trees for screening purposes on the west side. Also, they explained that they did not plan to remove any trees on the southside of the property near/along the ditch. Overall Mr. Ford and Mr. Broberg described and explained the type of solar project that Nexamp Solar desired to build upon the subject property per the site plans submitted.

Lorenzo Powell, adjoining property owner expressed concern with the south ditch flooding and asked if the Applicant would clean the trees out the ditch to help the water flow. Frank & Cynthia Dorris, adjoining property owners further expressed concerns regarding flooding and maintenance of the ditch on the south side of the property in question, access to the ditch area for maintenance purposes, and the culverts that run under 71st Street that drain the ditch in question. There was discussion on who maintains the ditch and the Township Road District maintaining/installing new culverts.

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Zoning Board of Appeals' Advisory Report re 2022-13-SP

The matter was continued to January 10, 2023 to allow the Applicant to address concerns pertaining to the ditch and the culverts, as well as to see if the site plan could be reconfigured regarding fencing, inverter and including a screening buffer.

01/10/2023: Matt Walsh of Nexamp Solar and Carl Broberg appeared at the hearing as representatives of the Applicant. The Applicant prior to the hearing submitted an additional narrative responding to the questions/concerns from the previous hearing and submitted an updated site plan. Mr. Walsh and Mr. Broberg presented Nexamp Solar's responses to the concerns, as well as explained the updated site plan which reconfigured the location of the inverter (further away from the residences south of the project area) and demonstrated that a vegetative buffer would be planted on the west side and south side of the solar arrays outside the fence. The Applicant further indicated that they have agreed to go in and remove the above ground portions of the existing tree line in and around the ditch to help alleviate the flooding issues, but they will not be digging or reshaping the ditch as such is outside the scope of the Applicant's permit from the U.S. Army Corps. Also, the Applicant advised that they have discussed with the Township Road District the issue of the culverts and it is their understanding the Road District is attempting to obtain a grant to replace the culverts under 71st Street, and that the Applicant will assist the Road District in upgrading the culverts. The Applicant fully discussed its responses to previous concerns as outlined in the Applicant's January 9, 2023 letter.

Frank Dorris, adjoining property owner, again appeared and provided testimony regarding his concerns with the ditch on the southside of the subject property.

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

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

The Board made the following findings of fact:

- The land in question is located in an "A" Agricultural Industry Zone District, is rural in nature, and is adjacent to other farm fields and other natural buffers.
- The Applicant is requesting a special use permit to construct a 3-MW Solar Farm Energy Systems on a footprint of approximately 12 acres of the 19.3+/- acre parcel in question.
- 3. The project will include typical photovoltaic panels, tracking system, and inverter.
- 4. The solar array will be connected to the power grid via existing power poles along 71st Street.
- Areas of bare ground will be covered with a pollinator seed mix that will be more beneficial than typical row crops in alleviating stormwater, flood and ponding issues in the area.
- Once the project has been constructed there will be no added traffic on a daily basis. The only additional traffic will be for periodic inspection and maintenance.
- Any sound created by the completed solar farm will be minimal and within the limits as provided by the St. Clair County Zoning Code.
- The perimeter of the project site will be fenced per plans submitted with proper signage, and vegetative screening/buffer shall be planted along the west and south fence lines per site plans.
- The proposed setbacks of the project area will either meet or exceed County requirements. The nearest residence is hundreds
  of feet away from the project site.

10. The LESA score for the site is 98, which is a low value for agricultural retention.

The Board found and concluded as follows:

- (1) Whether the proposed design, location, development and operation of the proposed Special Use will adequately protect the public health, safety, and welfare and the physical environment. The Board found as follows: The proposed design, location, development, and the operation of the proposed Solar Farm Energy System, as limited by the Board's motion, adequately protects the public's health, safety and welfare, and physical environment as there will be a thorough decommissioning plan in place with financing in place for the decommissioning, little to no glare is expected onto adjacent roadways and properties, the site will be fenced with certain plantings along the west and south sides, there will be coordination with emergency personnel, there will be storm and wastewater management procedures in place, the site will be seeded with grass and a pollinator mix, and the site will be appropriately maintained.
- (2) Whether the proposed Special Use is consistent with the County's comprehensive plan. The Board found as follows: The proposed Special Use as limited by the Board's motion, will not have an adverse impact on the County's Comprehensive Plan as the Plan calls for agricultural and at the end of this Solar Farm Energy System's lifespan the site will be decommissioned and the land placed back for use as agricultural land.
- (3) The effect the proposed Special Use may have on the value of the neighboring property and on the County's overall tax base. The Board found as follows: The proposed Special Use will have a positive impact on the County's overall tax base. Further, the proposed Special Use will have minimal impact on the value of property surrounding such facility.
- (4) The availability and the effect the proposed Special Use would have on the public utilities and on traffic circulation on nearby streets. The Board found as follows: The proposed Special Use will enhance the provision of electric utilities to the area and help further the growth of clean and renewable energy sources. Further, the proposed Special Use will create no burden on existing utilities and provides a needed clean and renewable energy alternative. In addition, the proposed Special Use will not lead to an increase in traffic after it is constructed as the only additional traffic will consist of vehicles visiting the site for periodic maintenance and inspection.
- (5) Whether there are any facilities near the proposed Special Use (such as schools or hospitals) that require special consideration. The Board found as follows: None.
- (6) Whether the proposed Special Use is compatible to adjacent uses and uses in the general vicinity. The Board found as follows: The adjacent uses are agricultural with residences that are several hundred feet away from the proposed facility. The closest building is a building that was once used for a day care center but is no longer utilized for that use full time and said owner of the day care was present at the hearings and had no objections regarding proximity to his business. Thus, the proposed Special Use, as limited by the motion of the Board, and with certain construction conditions and use limitations is compatible with adjacent uses and uses in the general vicinity.
- (7) The time period for which the Special Use Permit should be granted or any special requirements for certification of continued compliance with the terms of approval. The Board found as follows: The Board placed the following additional conditions and restrictions on the Special Use Permit:
  - (a) The additional screening of the west and south fence lines as indicated per the Applicant's plans shall have appropriate plantings to screen the solar array from the public's view, and such plantings shall be maintained at all times during the life of this Solar Farm Energy System. Maintaining of these plantings includes but is not limited to trimming, watering, and prompt replacement if any planting dies or is destroyed.
  - (b) No overweight or oversized loads shall be delivered to the site.
  - (c) The Applicant shall provide to the Zoning Administrator monthly updates on its progress toward receiving final state approval, and, if approved, on the anticipated start date of construction.

Page 3 of 4
Zoning Board of Appeals' Advisory Report re 2022-13-SP

- (d) Construction hours shall be limited to Monday through Friday, 7:00 am to 6:00 pm. No construction work is to be done on Saturdays, Sundays, evenings, or holidays unless written approval is obtained from the St. Clair County Building and Zoning Department Administrator.
- (e) During excavation, site prep, or disturbance of soil onsite, any topsoil shall be preserved and returned to its prior condition.
- (f) All vegetation, shrubbery or other planting shall be well-maintained and kept free of noxious weeds and invasive plants.
- (g) The Applicant and all other subsequent lessees, agents, assigns, persons or entities that have any interest in, control over, or rights to the proposed Solar Farm Energy System shall adhere to all applicable requirements of the St. Clair County Zoning Code, including but not limited to Section 40-5-30, and all conditions and restrictions placed on this Special Use.

A motion was made by A. Edwards to GRANT the request, with the above conditions and restrictions. The motion was seconded by S. Lindauer. The members of the Board voted as follows: S. Penny-Yes, A. Edwards-Yes, G. Meister-Yes, and S. Lindauer-Yes. The motion carried-4 to 0.

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

Secretary, St. Clair County Zoning Board of Appeals

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1/17/2023

RES NO 2784-23-RZ



9-b-1



# November 1, 2022 - November 30, 2022 Cash/Checking Activity FUND SUMMARY

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
100-1000	Gen County Fund	36,062,412.50	2,906,603.57	3,170,262.72	0.00	35,798,753.35
130-1300	Geographic Inf System	284,502.48	20,065.75	23,282.07	0.00	281,286.16
140-1400	Pari-Mutual Fund	994,995,39	32,993.69	42,066.65	0.00	985,922.43
150-1500	Tort Liability Fund	6,100,826.21	41,471.13	473,338.95	0.00	5,668,958.39
160-1600	Capital Replacement Tax	-7,757,187.54	237 759.33	3,892,803.79	0.00	-11,412,232.00
160-1601	Cap Repl 2013 Debt Oblig Bonds	52,353.00	8,526.00	60,900.00	0.00	-21.00
170-1700	Metrolink Security Fund	370,738.61	364,920.65	114,404.59	0.00	621,254.67
175-1750	Dispatching Services	-331,814.02	6,400.73	227,995.52	0.00	-553,408.81
180-1800	SA Offender Accountability Pro	58,692,95	1,669.85	0.00	0.00	60,362.80
200-2000	County Highway Fund	7,328,627.33	3,832.50	85,797.42	0.00	7,246,662.41
201-2010	County Bridge Fund	8,492,433.87	0.00	4,231.63	0,00	8,488,202.24
202-2020	Matching Tax Fund	6,520,595.70	215.73	17,739.92	0.00	6,503,071.51
203-2030	Motor Fuel Tax Fund	12,315,229.68	976,728.90	381,517.34	0.00	12,910,441.24
203-2031	Motor Fuel Rebuild	4,453,470.74	0.00	215.73	0.00	4,453,255.01
206-2060	Highway Equipment Trust Fund	403,329.98	0.00	115,258.29	0.00	288,071.69
207-2070	Township Motor Fuel Tax	2,244,225.15	0.00	39,915.99	0.00	2,204,309.16
209-2090	Highway Payroll Fund	-43,129.59	86,436.13	170,353.16	0.00	-127,046.62
210-2100	Lease Payable Fund	13,775,369.77	0.00	13,064,330.32	0.00	711,039.45
211-2110	Social Security Fund	2,927,623.17	71,727.69	244,852.46	0.00	2,754,498.40
212-2120	Retirement Fund	7,461,482.28	79,134.58	298,890.11	0.00	7,241,726.75
215-2150	Sale in Error	499,301.21	0.00	31,008.43	0.00	468,292.78
217-2170	Recorder's Office Escrow	518,531.39	24,354.00	51,297.51	0.00	491,587.88
218-2180	Trustee E. St. L Demolition	2,538,947.75	0.00	92,600.00	0.00	2,446,347.75
221-2210	Parks Grant Commission	1,940,101.38	60,644.91	0.00	0.00	2,000,746.29
221A-2211	Parks Grant Comm Prop/Rec	2,726,152.98	60,644.91	71,865.24	0.00	2,714,932.65
225-2250	Veterans Assistence	997,279.02	0.00	28,724.63	0.00	968,554.39
236-2360	County Clerk Grants	109,757.03	0.00	39,522.58	0.00	70,234.45
240-2400	County Health Fund	4,921,843.59	328,641.90	508,094.61	0.00	4,742,390.88
241-2410	Landfill Surcharge Fund	566,142.14	0.00	191,000.86	0.00	375,141.28
245-2450	Mental Health Fund	2,418,118.48	0.00	269,310.76	0.00	2,148,807.72
246-2460	Mental Health Grants	-6,284.52	54,604.23	53,300.09	0.00	4,980.38
250-2500	Civil Defense Emergency	974,476.10	0.00	98.70	0.00	974,377.40
251-2510	American Rescue Plan	47,200,874.22	98.70	0.00	0.00	47,200,972.92
253-2530	Emergency Telephone System	5,695,312.96	395.00	161,999.13	0.00	5,533,708.83

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

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9-b-1

		Danie Dalana	Donosite de la constante de la	Withdrawals	Interest Received	Ending Balance
Asset Num	Fund Description	organice States	o Epo on	0.00	0.00	30 808 83
260-2600	Pet Population Court Automation Fund	3,264,880.38	67,928.73	54,893.06	0.00	3,277,916.05
261-2610	Court Document Storage Fund	2,956,733.62	67,769.55	79,395.08	0.00	2,945,108.09
262-2620	Electonic Citation Fund	596,013.06	6,720.23	70,286.40	0.00	532,446.89
264-2640	Circuit Clerk Title IV-D	-25,462.38	24,002.50	9,436.60	0.00	-10,896.48
265-2650	Maint/Child Support	178,301.41	3,476.00	19,925.03	0.00	161,852.38
266-2660	Foreclosure Mediation Fund	110,939.10	2,800.00	0.00	0.00	113,739.10
267-2670	Visitation Center Fee	89,139.64	20,337.99	50,008.00	0.00	59,469.63
268-2680	Law Library Fund	1,375,250.53	31,813.25	9,548.88	0.00	1,397,514.90
269-2690	Bailiff Fund	422,619.85	83,843.25	73,930.23	0.00	432,532.87
270-2700	SA Title IV-D	34,633.05	2.40	47,498.40	0.00	-12,862.95
272-2720	CASA Fee Fund	3,681.09	67.22	0.00	0.00	3,748.31
273-2730	Children's Advocacy Center	69,835.25	0.00	6,000.00	0.00	63,835.25
277-2770	SA Records Automation Fund	144,942.73	295.93	0.00	0.00	145,238.66
278-2780	SA Forfeiture Bond Escrow	-16,424.50	3,175.31	0.00	0.00	-13,249.19
285-2850	Prob Service Outer	655,900.50	0.00	29,763.20	0.00	626,137.30
285-2851	Probation Service	2,997,860.89	29,149.62	38,374.75	0.00	2,988,635.76
285-2852	Probation Payroll	-409,605.85	183,128.37	166,140.18	0.00	-392,617.66
286-2860	Mental Health Court	61,447.79	1,090.24	0.00	0.00	62,538.03
290-2900	County Detention Home	326,988.51	102,178.82	137,227.54	0.00	291,939.79
295-2950	Coroner's Fund	91,065.10	4,925.00	4,892.21	0.00	91,097.89
300-3000	Drug Traffic Prevention	8,007.94	112.13	0.00	0,00	8,120.07
305-3050	Sheriff's DUI Fund	10,231.25	900.00	0.00	0.00	11,131.25
315-3150	Sheriff's Asset Forfeiture	83,489.87	109,752.09	89,959.28	0.00	103,282.68
315-3151	Sheriff State Forfeiture	280,253.97	0.00	1,081.64	0.00	279,172.33
330-3300	Commissary Fund	344,983.62	482.01	7,749.84	0.00	337,715.79
335-3350	Jail Medical Fund	11,194.24	1,203.30	11,173.09	0,00	1,224.45
350-3500	Victim Witness Grant	5,295.35	0.00	3,461.60	0.00	1,833.75
355-3550	Domestic Violence Advocate	-4,352.40	0.00	5,318.52	0.00	-9,670.92
370-3700	Project Renee Grant	-47,066,40	245.23	32,231.35	0.00	-79,052.52
383-3830	Judicial Grants	-1,852.16	0.00	2,252.51	0,00	-4,104.67
384-3840	State's Atty Grants	8,756.63	15,464.39	11,170.91	0.00	13,050.11
385-3850	Probation Grants	35,936.53	273.13	20,958.83	0.00	15,250.83
386-3860	DUI Alcohol Safety Fund	4,267.64	30,523,43	23,368.59	0.00	11,422.48

Data Updated: ~REPORT~: 01/26/2023 13:23 Run Date 01/26/2023 - 13:23

# Data Updated: ~REPORT~: 01/26/2023 13:23 Run Date 01/26/2023 - 13:23

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

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Asset Num 387-3870 500-5000	Fund Description Auto Theft Grant MidAmerica Airport Fund Emphysics Medical Trust	Beginning Balance 2,135,157.91 702,695.62		Deposits 0.00 23,481.25	0.00 With 1.25	Withdrawals Interest Receive 0.00 155,031.66 11.25 49,886.41
5000	Auto Theft Grant MidAmerica Airport Fund	2,135,157.91 702,695.62	23,481.25		49,886.41	
550-5500	Employees Medical Trust	785,848.31	1,158,458.14		1,131,734.91	1,131,734.91 0.00
570-5700	SCC Unenemployment Trust	304,764.38	207.30		0.00	0.00
700-7000	Arbitration Fund	18,488.00	19,297.99		29,542.40	29,542.40 0.00
			7,363,494.68		26,299,220.30	26,299,220.30 0.00

#### ORDINANCE NO. 23-1278

#### AN ORDINANCE AMENDING ST. CLAIR COUNTY ORDIANCE 21-1259, AUTHORIZING THE TRANSFER OF FUNDS FROM COUNTY BOARD GENERAL FUND TO THE CORONER'S FUND AND SHERIFF'S GENERAL FUND TO COVER COSTS OVER APPROPRIATION

**WHEREAS**, on December 20, 2021, the St. Clair County Board passed Ordinance No. 21-1259 establishing the annual appropriations for the fiscal year beginning January 1, 2022, and ending December 31, 2022;

**WHEREAS**, during the 2022 fiscal year, expenditures within the Coroner's Office have exceeded appropriation as necessary to fulfill the duties of the office;

**WHEREAS**, at the time of appropriation and passage of Ordinance 21-1259, the shortfall to the Coroner's fund (Cost Center 1095) due to professional autopsy services and full-time payroll which would become necessary were unknown to the Board and the Coroner;

**WHEREAS**, during the 2022 fiscal year, expenditures within the Sheriff's Department, and specifically within the Jail have exceeded appropriation as necessary to fulfill the duties of the office;

WHEREAS, at the time of appropriation and passage of Ordinance 21-1259, the shortfall to the Medical and Dental appropriation within the General Fund – Sheriff & Jail (Cost Center 1107) due to excess costs which would be incurred were unknown to the Board and the Sheriff;

WHEREAS, a budget surplus exists within the County Board General Fund (Cost Center 1001) identified in the Ordinance No. 21-1259, which would by way of transfer, allow for adequate appropriations to cover the shortfall currently experienced by the Coroner's fund and Sheriff-Jail fund.

**WHEREAS**, the Illinois Compiled Statutes allow for the utilization of funds for 90 days after the close of the fiscal year in counties with a population of more than 100,000 but less than 3,000,000 inhabitants, only for the authorization of the payment of obligations incurred prior to the close of said fiscal period.

**NOW, THEREFORE, BE IT ORDAINED** that St. Clair County Ordinance 21-1259 is amended to reflect an inter-fund (inter-cost center) transfer of \$42,918.07 from the County Board General fund (100-1001-89000) to the Coroner's fund (\$33,756 transferred to 100-1095-63020, \$9,162.07 transferred to 100-1095-60100) and \$13,384.86 to the Sheriff's Jail Fund (100-1107-63060) to meet the shortfall in allocations for expenditures incurred during the 2022 fiscal year.

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

SECTION II: SAVING CLAUSE: Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or

ordinance hereby repealed by this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by the Ordinance.

SECTION III: PASSAGE AND PUBLICATION: This Ordinance shall be in full force and effect from its passage and publication by the County Clerk as provided by law.

APPROVED AND ADOPTED at a regular meeting of the County Board of St. Clair County in the State of Illinois this 19th day of December 2022. Chairman of the Board ATTEST: Clerk of the Board REVIEWED BY State's Attorneys Office **Director of Administration** PRESENTED BY:

FINANCE COMMITTEE

JUDICIARY COMMITTEE

#### INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into on this day of December 2022, by and between East St. Louis School District No.189 ("School District") and St. Clair County as Trustee for Taxing Districts under Trust No. 02-19.0-410-001 ("County").

#### RECITALS

WHEREAS, section 5-22 of the Illinois School Code (105 ILCS 5/5-22) empowers the School District to sell or direct that its property be sold in the manner provided in the Local Government Property Transfer Act (50 ILCS 605/1 et al.);

WHEREAS, the School District is a "municipality" within the meaning of section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the County is a "municipality" within the meaning of section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the School District owns real estate, including real property and improvements, specifically identified as follows, and more fully described in Exhibit A attached:

 Former Attucks School Site, 2600 Kansas Ave, East St. Louis, Parcel No.; 02-19,0-410-001.

(hereinafter referred to as the "subject property")

WHEREAS, pursuant to its Resolution No. 102218, the School District Board of Education finds that the subject property is uonecessary for the School District and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property to the County under section 2(a) of the Local Government Property Transfer Act (50 ILCS 605/2(a)), in "as is" condition and will all faults, with a deed restriction requiring that the County or any future owners of the subject property shall be solely responsible for demolition and to remedy and cure any and all environmental hazards, including but not limited to the existence and/or removal of asbestos, on the subject property, the School District shall not be liable for any such fees, costs and/or expenses, and the County or any future owners of the subject property shall further indemnify and hold the School District harmless for any claims related to the environmental condition of the subject property.

WHEREAS, the County has legally and validly approved acceptance of such a transfer all of the School District's right, title and interest in the subject property to the Park District under section 2(a) of the Local Government Property Transfer Act (50 ILCS 605/2(a)), in "as is" condition and with all faults, with a deed restriction requiring that the County or any future owners of the subject property shall be solely responsible for demolition and to remedy and cure any and all environmental hazards, including but not limited to the existence and/or removal of asbestos, on the subject property, the School District shall not be liable for any such fees, costs

and/or expenses, and the County or any future owners of the subject property shall further indemnify and hold the School District harmless for any claims related to the environmental condition of the subject property.

NOW, THEREFORE, pursuant to section 2(a) of the Local Government Property Transfer Act (50 ILCS 605/2(a)), the School District and the County understand and agree as follows:

- 1. The School District will convey and quitclaim the subject property to the subject property, with a deed restriction requiring that the County or any future owners of the subject property shall be solely responsible for demolition and to remedy and cure any and all environmental hazards, including but not limited to the existence and/or removal of asbestos, on the subject property, the School District shall not be liable for any such fees, costs and/or expenses, and the County or any future owners of the subject property shall further indemnify and hold the School District harmless for any claims related to the environmental condition of the subject property.
- The School District makes no warranty or representation, of any kind or nature, as
  to the condition of title to the subject property or as to the physical condition or
  any improvement thereon, each of which the County accepts "as is" and with all
  faults.
- 3. The School District hereby grants to the County all of the School District's rights of possession of the subject property and any improvement thereon, and the County assumes such rights of possession and the risk of loss or damage to any such improvement, and agrees to hold the School District harmless and indemnified from any claim arising out of the condition thereof as of the date of conveyance. No personal property is transferred hereunder.
- The County hereby assumes any and all taxes and assessments upon the subject property from the date of conveyance.
- 5. The County shall pay all costs associated with the transfer of the subject property, including but not limited to the cost of any commitment for title policy, the premium applicable to any title policy, survey charges, transfer taxes and escrow fees. However, each party will pay its own legal fees and expenses.
- 6. The County shall be solely responsible for demolition and to remedy and cure any and all environmental hazards, including but not limited to the existence and/or removal of asbestos, on the subject property, the School District shall not be liable for any such fees, costs and/or expenses, and the County shall further indemnify and hold the School District harmless for any claims related to the environmental condition of the subject property. The County shall further require as part of any future transfer of the subject property that the transferee contractually agree that such transferee shall be solely responsible for demolition and to remedy and cure

any and all environmental hazards, including but not limited to the existence and/or removal of asbestos, on the subject property, the School District shall not be liable for any such fees, costs and/or expenses, and such transferee shall further indemnify and hold the School District harmless for any claims related to the environmental condition of the subject property.

- 7. This Agreement shall not become legally binding on the parties unless and until it has been duly approved by the East St. Louis School District No. 189 Board of Education and East St. Louis School District No. 189 Financial Oversight Panel.
- All representations, warranties, covenants and agreements herein will survive the closing date and will not merge in the deed or any other document executed and delivered in performance of this Agreement.
- 9. This Agreement contains all terms and conditions agreed upon, and there are no condition, representations, warranties, covenants, or agreements not contained in this Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by both parties.

By:

The parties agree to the above terms by signing below.

East St. Louis School District No. 189

Board of Education President

Mark Kern

County Board Chairman

St. Clair County as Trustee for Taxing Districts under Trust No. 02 19.0-410-001

Approval of Intergovernmental Agreement Between East St. Louis School District 189 and St. Clair County as Trustee for Taxing Districts under Trust No. 02-19.0-410-001

**REVIEWED BY:** 

State's Attorney's Office

Director of Administration

FINANCE COMMITTEE



Phone (618) 825-5794 Fax (618) 825-5111 10 Public Square Belleville IL 62220

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

Approval for two 2023 Ford Ranger from Morrow Brothers Ford Greenfield Illinois 62044 for \$ 24,753.00, Total Amount \$49,506.00. These Ford Rangers will be assigned to the Zoning Department replacing older Vehicles that is use mainly for New Construction. Morrow Brothers Ford has the Government Pricing for these Ford Rangers, with the State Of Illinois the contract number # 21-416CMS-Boss4-R83017.

Thank You

George Markezich

January 11,2023

#### WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044





### STATE OF ILLINOIS FORD RANGER GOVERNMENT PRICING

ORDERING AGENCY: ST. CLair County Government
CONTACT PERSON: Warkezich CELL: 618-806-3244
FORD FLEET #QG-623 PURCHASE ORDER # CS-01-31-93
QUANTITY: 2 COST EACH: \$ 24,753,00
ADDRESS: 700 N. 54h Stroot
CITY: Be   Levi   ZIP CODE: 6390 TAX EXEMPT # E999 3-6994 07
PHONE: 825-5794 , FAX: 825-511 EMAIL: GEOM 9 @ GOLCOM
TOTAL ORDER COST: \$ 49,506,00
SIGNATURE Solvie Manager

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044 Phone # 1-217-368-3037 Fax # 1-217-368-3517

Email: richie@morrowbrothersfordinc.com

# PLEASE SUBMIT THIS SIGNED FORM WITH ORDER \*PAYMENT DUE UPON DELIVERY\*

#### 2023 RANGER® SUPERCAB / SUPERCREW® – XL SERIES

#### STANDARD EQUIPMENT

#### MECHANICAL

- 2.3L EcoBoost® Engine with Auto Start-Stop Technology
- · Axle, Front Independent Front Suspension (IFS)
- . Brakes Anti-Lock Brake Sysetm (ABS)
- Electronic 10-Speed Automatic Transmission
- Electronic Power-Assist Steering (EPAS)
- Electronic-Shift-On-the-Fly (ESOF) 4x4 only
- Jack
- SelectShift® Automatic Transmission
- · Shock Absorbers, Gas Front and rear
- · Springs, Front Coil
- . Springs, Rear Leaf, Two-Stage Linear Rate

#### **EXTERIOR**

- Cargo Lamp Integrated with Center High-mounted Stop Lamp (CHMSL)
- . Easy Fuel® Capless Fuel-Filler
- . Exhaust Single Rear
- . Fuel Tank Standard Range 18 Gallon
- · Fully Boxed Steel Frame
- . Grille Black Mesh w/Black Surround
- · Handles, Black Door and Tailgate
- Hooks Pickup Box Tie-Down, four (4)
- Mirrors, Sideview Manual-folding, Manual Glass with Black Skull Caps and Integrated Spotter Mirrors
- . Ranger® XL Fender Badge w/ Black Surround
- Spare Tire Carrier Rear Under Frame
- · Spare Tire (Full-Sized)
- Steel Bumper, Front & Rear Black
- Tailgate Manual Locking
- Tires P255/70R 16" All-Season (A/S) BSW
- . Tow Hooks Front Tow 4x4, two (2)
- Trailer Sway Control
- Trailer Towing TBD lb capability, 4-pin wiring, ball mounting provisions in rear bumper (does not include trailer hitch receiver)
- Wheellip Molding Black
- Wheels 16" Silver Steel
- · Windsheild Wipers Intermittent Speed

#### INTERIOR/COMFORT

- · 2.3" Productivity Screen in Instrument Cluster
- . 3.5" LCD Display in Center Stack
- . Black Vinyl Floor Covering
- Cupholders
- Dome Light
- Locking Glove Box
- . Manual Air Conditioning, Single Zone
- · Power Door Unlock and Lock
- Powerpoint 12V Front (2), Rear (1)
- Rear window with Fixed Glass
- Rearview Mirror, Auto-Dimming (NA w/SYNC®)
- · Seat, Front
  - Cloth Bucket Seats
  - 8-Way Manual Adjustable Driver Seat including Lumbar
  - 6-Way Manual Adjustable Passenger Seat
  - Manual Reclining Seats (included w/ Driver and Passenger)
  - Flow-through Console with Shifter
- · Seat, Rear
  - Cloth Bench Seat (SuperCrew®)
  - Cloth Seats with Removable Cushions (SuperCab)
  - Armrest (SuperCrew®)
  - Under Seat Storage
- Steering Wheel, Black Urethane Manual Tilt/Telescoping and Manual Locking
- Vinyl Console Lid

#### INTERIOR/COMFORT (continued)

- · Visor Driver & Passenger
- Windows
  - Power Front/Rear Windows (SuperCrew®)
  - Power Front Windows (SuperCab)
  - One-Touch Up/Down Driver Window
- Cruise Control

#### SAFETY/SECURITY

- · Airbags
  - Driver and Passenger Front
  - Safety Canopy® Side-Curtain
- · Belt-Minder® (front safety belt reminder)
- Daytime Running Lamps (DRL)
- · Halogen Headlamps
- . LATCH (Lower Anchors and Tether Anchors for Children)
- Reflector, Wiper-Activated Headlamps
- SecuriLock® Passive Anti-Theft System
- Tire Pressure Monitoring System (TPMS)

#### DRIVER ASSIST TECHNOLOGY

- · Headlamps Autolamp (Automatic On/Off)
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- · Rear View Camera

#### FUNCTIONAL

- AM/FM stereo w/Bluetooth Pass Thru and Four (4) Speakers
- Extended Service Interval Monitor USB Port – one (1)





1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

### FORD RANGER ILLINOIS GOVERNMENT PRICING

Extended Cab 4x2 – 6' Bed <b>\$24,468.00</b> R1E	Crew Cab 4x2 – 5' Bed \$28,	790.00 R4E
Extended Cab 4x4 – 6' Bed \$28,970.00 R1F	Crew Cab 4x4 – 5' Bed \$31,	
Available Options:	Option Code	e Price
Whelen 4 Corner LED Warning	VTX	\$890.00
Whelen 16" LED Mini Lightbar w/No Holes Drilled I	Mount CQF	\$890.00
Whelen 48" Liberty II Lightbar w/Traffic Advisor	LIB	\$2,770.00
Whelen Arges Remote Controlled LED Spotlight	ARG	\$960.00
X Extra Key/No Remote	KNR	\$60.00
CD Service Manual	CDM	\$275.00
SYNC • Voice Recognition Communications		
•911 Assist® • 4.2"LCD Display • Applink • Smart Cha	arging USB Port 58E	\$870.00
Spray-in-Bed Liner	865	\$550.00
10# ABC Fire Extinguisher w/Vehicle Mount	FEX	\$170.00
Trailer Tow Package	53R	\$490.00
XL Appearance Pkg: Fog Lights, Chrome Bumpers, \	Wheel-Lip Moldings 76H	\$370.00
Splash Guards Front and Rear	SPG	\$290.00
Carpet Flooring Covering	16E	\$150.00
Electronic-locking differential	X73	\$420.00
Engine Block Heater	41H	\$100.00
Manual-Sliding Rear-window w/Privacy Glass and I	Defrost 43D	\$220.00
Grip Strut Running Boards	18Y	\$490.00
LT265/65 R17 A/T Tires w/17" Aluminum Wheels	55K	\$720.00
DECKED in Bed Drawer System	DEK	\$1,980.00
WeatherTech Floor Liners	WTX	\$290.00
Keyless-Entry Keypad	63C	\$110.00
X New M License/Title	MLI	\$225.00
Delivery in Illinois	DL1	\$350.00

#### WWW.MORROWBROTHERSFORDING.COM

1242 Main Street · GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

### **Ford Ranger Exterior Color Choices**

Carbonized Gray Metallic M7

Race Red PQ

Iconic Silver Metallic JS

Shadow Black G1

Oxford White YZ

Velocity Blue Metallic E7

Interior Color: Charcoal QH: Cloth Seating

SH: Vinyl Seating

Trade in Vehicle Information:

Make:

Model:

Year:

Color:

Mites:

VIN:

List any mechanical issues:

Email pictures to: richie@morrowbrothersfordinc.com

Approval of Central Services to Purchase Two (2) 2023 Ford Ranger Vehicles for the Zoning Department Through State Bid from Morrow Brothers Ford in the Amount of \$49,506

REVIEWED BY:

State's Attorney's Office

Director of Administration

FINANCE COMMITTEE



Phone (618) 825-5794 Fax (618) 825-5111 10 Public Square Belleville IL 62220

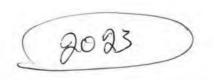
E-mail autoshop@co.st-clair.il.us

Approval for four 2023 Ford Explorer Police Interceptor Utility from Morrow Brothers Ford Greenfield Illinois 62044 for \$ 42,220.00 each, Total Amount \$ 168,880.00. These cars will be assigned to the Sheriff Department replacing older Sheriff Cars. Morrow Brothers Ford has the Government pricing for these cars, with the State OF Illinois the contract number # 19-416CMS BOSS4-P-11453.

Thank You

George Markezich

January 11,2023



#### WWW.MORROWBROTHERSFORDING.COM

1742 Main Street \* Coconfield, II • 62014





# STATE OF ILLINOIS POLICE INTERCEPTOR GOVERNMENT PRICING

contact person: Markozich cell: 806-3244
George ( 876-2041)
CONTACT PERSON: Mar kozick CELL: 800-3077
FORD FLEET # QG 623 PURCHASE ORDER # CS-01-31-2023
QUANTITY: 49,930.00
ADDRESS: 700 N. 5th Street
CITY: Belleville ZIP CODE: 6000 TAX EXEMPT # E9993 6934 0
PHONE: 885-5794 FAX: 825-5111 EMAIL: Geo M9 @ 901. Com
TOTAL ORDER COST: \$ 7 168, 880.00
SIGNATURE Life Sasta Manager

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044 Phone # 1-217-368-3037 Fax # 1-217-368-3517

Email: richie/a.morrowbrothersfordinc.com

# PLEASE SUBMIT THIS SIGNED FORM WITH ORDER \*PAYMENT DUE UPON DELIVERY\*

#### POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

#### MECHANICAL

- · Drivetrain All-Wheel-Drive
- . V6 Direct Injection Gasoline Engine 136 MPH Top Speed
- . Brakes 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. Towing Capacity
- · Column Shifter
- . Engine Hour Idle Meter
- · Engine Hour Meter
- Engine Oil Cooler
- · Suspension Independent Front & Rear
- Transmission 10-Speed Automatic
- · Transmission Oil Cooler

#### **EXTERIOR**

- Exhaust True Dual (down-turned)
- · Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- · Glass 2nd Row, Rear Quarter and Liftgate Privacy Glass
- · Headlamps Automatic, LED Low -and-High Beam
  - Pre-molded Side Warning LED Holes (does not include LED Warning Modules)
- · Liftgate Manual 1-Piece Fixed Glass w/Door-Lock Cylinder
- Power Mirror Glass, Manual Folding with Integrated Spotter
- Spare Full Size 18" Tire w/TPMS
- · Tail lamps LED
- Tires 245/60R18 A/S BSW
- Wheels 18" Painted Black Steel with Stainless Steel Hub Cover

#### SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- · Anti-Lock Brakes with Traction Control
- · Brakes Police Calibrated High-Performance
- Belt-Minder® (Front Driver / Passenger)
- · Individual Tire Pressure Monitoring System
- Rearview Camera with Washer, Viewable in 4.2" Center Stack
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

#### **FUNCTIONAL**

- Audio
  - AM/FM / CD / MP3 Capable / Clock / 4-speakers
  - Bluetooth® interface Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
  - UBS Port (1)
  - 4.2" Color LCD Screen Center-Stack "Smart Display"
- · Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ Includes Fleet Telematics Modem and complimentary 2-year subscription
- · Front Door Tether Straps (driver/passenger)
- Power Pigtail Harness
- Front Recovery Tow Hook Provision (1)
- Two-Way Radio Pre-Wire
- Two (2) 50 amp battery power circuits power distribution junction block (behind 2nd row passenger seat floorboard)
- · Wipers Front Speed-Sensitive Intermittent, Rear Dual Speed Wiper

#### INTERIOR / COMFORT

- · Cargo Hooks in Cargo Area
- Dual-Zone Electronic Automatic Temperature Control
- Power Door Locks
  - Power Windows with Driver Control Feature
- Fixed Pedals (Driver Dead Pedal)
- Floor Flooring Heavy-Duty Thermoplastic Elastomer
- Glove Box Locking/Non-Illuminated
- Lighting
  - Overhead Console
- Red/White Task Lighting in Overhead Console
- 3rd row overhead map light
- Mirror Day/Night Rear View
- Particulate Air Filter
- Powerpoints (1) First Row
- Rear-Window Defrost
- Scuff Plates Front & Rear
- . Seats
  - 1st Row Police Grade Cloth Trim, Dual Front Buckets
  - 1st Row Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar)
  - 1st Row Passenger 2-way manual track (fore/aft, with manual recline)
  - Built-in steel intrusion plates in both driver/passenger seatbacks
  - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- · Cruise Control
- Speedometer Calibrated (includes digital readout)
- · Steering Wheel Tilt / Telescoping and 4 user configurable switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray Center of I/P for mounting aftermarket equipment

#### **OPTIONS INCLUDED**

- . Gasoline Engine (99B / 44U)
- · All Wheel Drive (K8A)
- · Interior Lights Disabled, Dark Mode (43D)
- Driver's Side LED Spotlight (51R\*)
- Ignition Override System (SID\*\*)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

7	*Upgrade to Whelen Red/White LED Spotlight	(includes Red/White
_	*Upgrade to Whelen Red/White LED Spotlight Warning Mode, 5 Year Warranty)	ADD: \$180.00

	"Upgrade to Ford Factory	Secure Idle (47A = includes 3	year / 36,000 mile
ч	"Upgrade to Ford Factory Ford Warranty)		\$260.00

### 2023 POLICE INTERCEPTOR UTILITY

SERIES	OPTION CODE	CHARGE	SELECTION
AWD Utility Police Interceptor, 3.3L Gasoline, 136-MPH Top Speed	99B/44U	\$39,890.00	×
AWD Utility Police Interceptor, 3.3L Hybrid, 136-MPH Top Speed	99W/44B	Add \$2,975.00	
AWD Utility Police Interceptor, 3.0L EcoBoost, 148-MPH Top Speed	99C/44U	Add \$3,975.00	

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
Medium Brown Metallic	BU	Add \$0.00	
Arizona Beige Metallic Clearcoat	E3	Add \$0.00	
Vermillion Red	E4	Add \$0.00	
Blue Metallic	FT	Add \$0.00	
Agate Black	UM	Add \$0.00	
Smokestone Metallic	HG	Add \$0.00	
Kodiak Brown Metallic	J1	Add \$0.00	
Dark Toreador Red Metallic	JL	Add \$0.00	
Carbonized Grey	M7	Add \$0.00	
Dark Blue	LK	Add \$0.00	
Royal Blue	LM	Add \$0.00	
Light Blue Metallic	LN	Add \$0.00	
Silver Grey Metallic	TN	Add \$0.00	
Sterling Grey Metallic	UJ	Add \$0.00	
Iconic Silver Metallic	JS	Add \$0.00	
Medium Titanium Metallic	YG	Add \$0.00	
Oxford White	YZ	Add \$0.00	×

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Cloth Front Buckets / Vinyl Rear  Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar)  Passenger - 2-way Manual Track (fore/aft. with manual recline)  Rear - 60/40 Split Vinyl	96 Standard	Standard	×
Cloth Front Buckets / Cloth Rear Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) Passenger - 2-way Manual Track (fore/aft. with manual recline) Rear - 35/30/35 Split Cloth	F6 Optional	Add \$60.00	0

OPTIONAL UTILITY DELETIONS	CODE	CHARGE	SELECTION
Delete Driver's Side Spotlight	DDSS	Credit \$100.00	
Delete Ignition Override System	DIOS	Credit \$100.00	

LICENSE, TITLE FEE AND DELIVERY		CHARGE	SELECTION
M		Add \$225.00	
MP	-	Add \$225.00	
Sheriff	-	Add \$225.00	
Delivery - Single Unit		Add \$300.00	
Delivery - Multiple Units		Add \$250.00 each	
Agency Pick-up in Greenfield, Illinois - Does Not Include Fuel	+	\$0.00	
Agency Pick-up in Greenfield, Illinois with Full Tank of Fuel		Add \$100.00	

### POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

OPTIONAL EQUIPMENT	OPTION CODE	CHARGE	SELECTION
INTERIOR UPGRADE OPTION			
1st and 2nd Row Carpet Floor Covering			
Cloth Seating, Front and Rear			
Center Floor Console less shifter w/unique Police console finish plate			
Includes Console and Top Plate with 2 cup holders		Add \$390.00	
Floor Mats, front and rear (carpeted)			
Deletes the standard console mounting plate (85D)			
• SYNC® 3			
Enhanced Voice Recognition Communications and Entertainment System	65U		-
4.2" Color LCD Screen Center-Stack "Smart Display"	000		
○ AppLink®			
o 911 Assist®			
Note: Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth® Interface with SYNC®			
Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with			
your voice. It is compatible with select smartphone platforms. Commands may vary by			
phone and Applink® software.			
FRONT HEADLAMP LIGHTING SOLUTION			
<ul> <li>Includes LED Low beam/High beam headlamp, Wig-Wag function and (2) White LED side warning lights in each headlamp</li> </ul>	66A	Add \$860.00	X
TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY			
Pre-existing holes with standard twist lock sealed capability (does not include LED Warning) (eliminates need to drill housing assemblies)	86T	Add \$60.00	0
REAR LIGHTING SOLUTION			
<ul> <li>Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass</li> </ul>			
Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red /	66C	Add \$460.00	
Passenger side blue) installed on inside lip of liftgate	222		
<ul> <li>LED lights only. Wiring, controller "not" included.</li> </ul>			
ULTIMATE WIRING PACKAGE			
<ul> <li>Rear console mounting plate (85R) – contours through 2nd row; channel for wiring</li> </ul>			
Pre-wiring for grille LED lights, siren and speaker (60A)			
Wiring harness I/P to rear cargo area (overlay)			
Two (2) light cables – supports up to six (6) LED lights (engine			2.0
compartment/grille)  • One (1) 10-amp siren/speaker circuit engine compartment	67U	Add \$560.00	
Rear hatch/cargo area wiring – supports up to six (6) rear LED lights			
Does "not" include LED lights, side connectors or controller			
Recommend Police Wire Harness Connector Kit 67V			
POLICE WIRE HARNESS CONNECTOR KIT - FRONT/REAR			
For connectivity to Ford PI Package solutions includes (FRONT):			
(2) Male 4-pin connectors for siren		/ Add \$230.00	
(5) Female 4-pin connectors for lighting/siren/speaker			
o (1) 4-pin IP connector for speakers			
(1) 4-pin IP connector for siren controller connectivity			
o (1) 8-pin sealed connector	3.31		
o (1) 14-pin IP connector			
For connectivity to Ford PI Package solutions includes (REAR):	67V		
o (2) Male 4-pin connectors for siren	01.4		
o (5) Female 4-pin connectors for lighting/siren/speaker			
o (1) 4-pin IP connector for speakers			
(1) 4-pin IP connector for siren controller connectivity			
o (1) 8-pin sealed connector			
o (1) 14-pin IP connector			
Note: See upfitters guide for further detail at www.fordpoliceinterceptorupfit.com			

#### POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

KEY EXTERIOR OPTIONS	OPTION CODE	CHARGE	SELECTION
LAMPS / LIGHTING			NA
Daytime Running Lamps	942	Add \$50.00	20
<ul> <li>Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)</li> </ul>	17T	Add \$60.00	M
<ul> <li>Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue)</li> <li>Note: Requires 60A</li> </ul>	21L	Add \$550.00	
<ul> <li>Front Interior Visor Light Bar (LED)</li> <li>Whelen FST Front Inner Edge Trio (Red/Blue/White), 5 Year Warranty</li> </ul>	FST	Add \$1,080.00	0
Pre-wiring for grille LED lights, siren and speaker	60A	Add \$50.00	785
<ul> <li>Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)</li> <li>LED lights only. Wiring, controller "not" included.</li> </ul>	43A	Add \$420.00	X
<ul> <li>Whelen Rear Quarter Glass Side Warning LED Lights (Duo Red/Blue)</li> <li>LED lights only. Wiring, controller "not" included.</li> </ul>	63L	Add \$570.00	
<ul> <li>Interior Rear LED Light Bar</li> <li>Whelen RST Rear Trio (Red/Blue/Amber) Inner Edge, 5 Year Warranty</li> </ul>	RST	Add \$1,180.00	0
<ul> <li>Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue)</li> <li>Located on backside of exterior mirror housing</li> <li>LED lights only. Wiring, controller "not" included.</li> </ul>	63B	Add \$290.00	0
BODY			
<ul> <li>Glass – Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)</li> </ul>	92G	Add \$120.00	
Glass – Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	92R	Add \$90.00	
Underbody Deflector Plate (engine and transmission shield)	76D	Add \$360.00	
NHEELS			
Wheel Covers (18" Full Face Wheel Cover)     18" Painted Aluminum Wheel	65L	Add \$60.00	
18" Painted Aluminum Wheel     Note: Spare wheel is an 18" conventional (Police) black steel wheel.	64E	Add \$480.00	
VIDEO     12.1" Integrated Computer Screen			
<ul> <li>Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area</li> <li>Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable</li> <li>Includes SYNC 3®</li> </ul>	54E	Add \$2,680.00	
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View			
Mirror)  Note: This option replaces the standard display in the center stack area.  Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror	87R	No Charge	_
<ul> <li>Rear Camera On-Demand – allows driver to enable rear camera on-demand</li> </ul>	19V	Add \$240.00	
DOORS / LOCKS			
<ul> <li>Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows)</li> <li>Note: Not available with 68G — includes all content of 68G</li> <li>Note: Locks/windows operable from driver's door switches only</li> </ul>	52P	Add \$160.00	X
<ul> <li>Rear-Door controls Inoperable (locks, handles and windows)</li> <li>Note: Locks/windows operable from driver's door switches only</li> </ul>	68G	Add \$75.00	X
<ul> <li>Remote Keyless-Entry Key Fob (w/o Keypad) – (includes 4-key fobs)</li> <li>Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike</li> </ul>	55F	Add \$320.00	X
(EYS (can be ordered with Remote Keyless Entry 55F)			
Keyed Alike – 1435x	59E	Add \$60.00	
Keyed Alike – 1284x	59B	Add \$60.00	
Keyed Alike – 0135x	59D	Add \$60.00	
Keyed Alike – 0576x	59F	Add \$60.00	
Keyed Alike – 1111x	59J	Add \$60,00	
Keyed Alike – 1294x	59C	Add \$60.00	
Keyed Alike – 0151x	59G	Add \$60.00	

#### POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

KEY ËXTERIOR OPTIONS (cont.) FLOORING / SEATS	OPTION CODE	CHARGE	SELECTION
1st and 2nd row carpet floor covering	16C	Add \$125.00	
Front & Rear WeatherTech Floor Liners	WTECH	Add \$125.00 Add \$190.00	6
Power passenger seat (8-way) w/2-way manual recline and lumbar)	87P	Add \$320.00	ō
Rear Center Seat Delete	0/1	Add \$320.00	
o Deletes the center section of the 2nd row seat	85S	No Charge	
o Includes molded trim floor panel in lieu of center seat section			
Rear Console Plate Conduit	85R	Add \$45.00	
SAFETY & SECURITY		7.00 0.00	
Ballistic Door-Panels (Level III) - Driver Front-Door Only¹	90D	Add \$1,590.00	
Ballistic Door-Panels (Level III+) - Driver & Pass Front-Doors <sup>1</sup>	90E	Add \$3,190.00	
Ballistic Door-Panels (Level IV+) - Driver Front-Door Only <sup>2</sup>	90F	Add \$2,390.00	
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors <sup>2</sup>	90G	Add \$4,790.00	
BLIS® – Blind Spot Monitoring with Cross-Traffic Alert	55B	Add \$570.00	
<ul> <li>Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I.</li> <li>Doors will lock and windows will automatically go up at level II. Includes visual display in nstrument cluster with tracking.</li> </ul>	68B	Add \$685.00	0
<ul> <li>Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)</li> <li>Note: Not available with option 96W</li> </ul>	76P	Add \$170.00	
Mirrors – Heated Sideview	549	Add \$60.00	18
Perimeter Anti-Theft Alarm			
Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will ash the headlamps, parking lamps and sound the horn	593	Add \$130.00	•
Requires Keyless-Entry Key Fob (55F)			
Police Engine Idle feature (Ford Factory Ignition Override System)     This feature allows you to leave the engine running and prevents your vehicle from mauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. (3 year / 36,000 mile warranty)	47A	Add \$260.00	
Reverse Sensing	76R	Add \$275.00	18
IISCELLANEOUS	700	7100 0270.00	-
Aux Air Conditioning     Note: Recommended for K9 Use	17A	Add \$610.00	0
Additional Noise Suppression Bonds, Ground Straps	60R	Add \$100.00	
Engine Block Heater	41H	Add \$90.00	
Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	Add \$90.00	
H8 AGM Battery (850 CCA/92-amp)	19K	Add \$120.00	
Rear Bumper Step Pad	16P	Add \$90.00	
100 Watt Siren/Speaker	18X	Add \$290.00	
OBD-II Split Connector     Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	Add \$60.00	0

• 7.62 x 51 mm 9.7g M80 ( 308 Winchester 150gr)

Per LAPD requirements, they're also designed to withstand special threat rounds

- 7.62 x 39 mm MSC 7.9g (Type 56)
- 5.56 x 45 mm M193 3.36g
- 5.56 x 45mm M855 4g

• 30-06 M2 AP 166gr (7 62 x 63 APM2 10.8g)

Designed to withstand special threat rounds.

- 7.62 x 54R LPS 9.65g
- 7.62 x 51 mm M61 9.75g ( 308 Winchester 150.5gr)

In addition. Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

Tested and meets the requirements of NIJ Standard 0108.01 Level III

Tested and meets the requirements of NLJ Standard 0108.01 Level IV

#### POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

WARNING EQUIPMENT AND PACKAGES	CHARGE	SELECTION
Basic Patrol Package		
Whelen Liberty II 48" LED Light Bar		
<ul> <li>Integrated Alley Lights, Take Downs with Flash</li> </ul>		
Integrated Traffic Advisor		
<ul> <li>Full Feature Siren w/ Light Controls, PA (Whelen)</li> </ul>		
100 Watt Siren Speak w/Bracket (Whelen)	V44 &E 060 00	-
4 Corner LED Warning, 2-Front 2-Rear (Whelen)	Add \$5,980.00	
Custom Equipment Console		
12 Volt Outlets, USB Port, Cup holders, Arm-Rest		
Light Bar Mounting Kit     Light Bar Mounting Kit		
<ul> <li>Installation of Customer Supplied 2-Way Radio and Antenna</li> <li>All Parts, Labor, and Professional Installation</li> </ul>		
Upgrade Light Bar to Whelen Legacy Model	Add \$1,970.00	-
Slick Top Package	Add \$1,970.00	
Interior LED's in lieu of Light Bar; Includes Whelen FST Trio & RST Trio	Add \$5,980.00	
Two Whelen Micron LED Grill Lights (standard with Slick Top Package)	Add \$280.00	
180 Degree Under Mirror LED Side Warning	Add \$490.00	
Whelen Tracer Lower Side Warning	Add \$1,980.00	
Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess	Add \$930.00	
Supply & Install LED Light in Prisoner Area	Add \$160.00	
Rear Window Armor, 2nd Row	Add \$290.00	
Dual Weapons Rack w/Timer; AR/870 Setina or Pro Gard	Add \$830.00	
ush Bumper with 4 Ion LED Warning Lights	Add \$1,180.00	
Rear Prisoner Seat w/ Cargo Barrier	Add \$1,680.00	
Rear Cargo Barrier Only	Add \$690.00	
Nount for Customer Supplied Docking Station (includes new charge guard)	Add \$490.00	
nstall Additional Radio	Add \$90.00 each	
nstall Video* Camera System	Add \$490.00	
nstall Radar* System	Add \$90.00	
ocking Dual-Drawer Rear Cargo Storage Cabinet	Add \$2,360.00	
Whelen Rear Pillar LED Warning	Add \$990.00	

Above prices include all parts, mounting brackets, freight and professional installation.

<sup>\*</sup>Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit

Approval of Central Services to Purchase Four (4) 2023 Ford Explorer Police Interceptor Utility for the Sheriff Department Through State Bid from Morrow Brothers Ford in the Amount of \$168,880

REVIEWED BY:

State's Attorney's Office

**Director of Administration** 

FINANCE COMMITTEE

January 30, 2023

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

County Board Members:

The Salary Claim Sheets for the month of January 2023 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE St. Clair County Board

January 30, 2023

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

County Board Members:

We, the Claims Subcommittee of the Finance Committee, submit to this Honorable Body the attached Expense Claim Sheet for the month of January 2023.

We have checked all claims charged against the county appearing on the Claim Sheet and believe them to be in order. If there are any changes, we will handle them verbally when the matter comes to the floor of the County Board.

Accordingly, we recommend they be allowed and approved by roll call.

Respectfully submitted,

CLAIMS SUBCOMMITTEE OF THE FINANCE COMMITTEE

#### RESOLUTION NO. 2785-23-R

## ANNOUNCING A VACANCY FOR MEMBER OF THE ST. CLAIR COUNTY BOARD OF REVIEW

WHEREAS, Michael Crockett, Jr. tendered his letter of resignation from his then elected position of Member of the St. Clair County Board of Review to the Chairman of the St. Clair County Board on January 25, 2023.

WHEREAS, the elected office of Member of the St. Clair County Board of Review, most recently placed before the electors at the General Election in November of 2018 for a six-year term, is vacant and the unexpired term to be filled will be for the period up to the election and qualification of a successor resulting from the 2024 General Election.

WHEREAS, Mark Kern, as Chairman for the St. Clair County Board, served notice of vacancy to Republican Party Chairwoman Cheryl Mathews and Democratic Party Chairman Robert J. Sprague, within 72 hours of receipt of the letter of resignation by way of U.S. Mail.

**NOW THEREFORE BE IT RESOLVED** that the County Board of St. Clair County certifies that a resignation was received and accepted, that a vacancy exists, and there will be available the office of Member of the St. Clair County Board of Review.

APPROVED AND ADOPTED at a special meeting of the County Board of St. Clair County, State of Illinois, this 30 day of January 2023.

Chairman of the Board

ATTEST:

St. Clair County Clerk

REVIEWED BY:

State's Attorney's Office

**Director of Administration** 

Presented and Approved by:

**Judiciary Committee** 



CHAIRMAN ANGELA GROSSMAN-ROEWE

#### ST. CLAIR COUNTY BOARD OF REVIEW

(618) 277-6600 FAX: 825-2757

MEMBERS MICHAEL CROCKETT

KINNIS WILLIAMS SR.

ST. CLAIR COUNTY BUILDING 10 Public Square • Suite 504 • Belleville, IL 62220-1623

Jan 24, 2023

St Clair County Board,

Please accept this letter as formal notification that I am resigning from my position as a St Clair County Board of Review member. My last day will be Jan 25, 2023.

It has been a wonderful experience being a Board of Review member for the past 10 ½ years. Please let me know if I cap be of assistance during this transition.

Michael Crockett

Board of Review St Clair County, IL

#### **AGREEMENT**

#### between

# ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

#### and

# ST. CLAIR COUNTY DEPARTMENT OF ROADS & BRIDGES



**JANUARY 1, 2023 THROUGH MARCH 31, 2026** 

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# AGREEMENT between ST. CLAIR COUNTY BOARD and

## INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT 9

#### Preamble

This Agreement entered into by St. Clair County, Illinois, hereinafter referred to as "EMPLOYER" (or "DEPARTMENT"), and District 9 of the International Association of Machinists and Aerospace Workers, hereinafter referred to as "UNION", supersedes and cancels any and all previous agreements, whether written or verbal, between Employer and Union or any individual, and concludes all collective bargaining negotiations for the term of this Agreement, except as specifically provided herein.

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

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

#### **ARTICLE 1**

#### Recognition

The Employer and the Union agree that for purposes of administration, this Agreement shall pertain to all maintenance employees (hereinafter "EMPLOYEES") employed in the titles of Operator/Mechanic, Equipment Operator, Highway Maintainer, Highway Maintenance Worker, and Traffic-Sign Maintainer, but shall exclude office, clerical and professional employees, guards, and supervisors as defined in the Act

#### ARTICLE 2

#### Management Rights

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

- The right to determine its mission, policies and to set forth all standards of service offered to the public;
- To plan, direct, control, assign, and determine the operations or services to be conducted by employees;
- To determine the methods, means, and number of personnel needed to carry out the mission of Employer;
- To direct the entire working force of Employer, including the establishment of work standards;
- To select, hire, schedule, assign, and evaluate work, and to transfer employees within the Department, its various sections, and any of its operations;
- To evaluate, test, promote or demote employees, and to set the criteria therefore;
- g. To suspend, discipline, or discharge employees for just cause;
- h. To lay off or relieve employees;
- To make, publish, and enforce rules and regulations, changes in which shall be subject to impact bargaining;
- To introduce new or improved methods, equipment, or facilities;
- k. To contract out for goods and services.

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

<u>Section 2.02.</u> <u>Other Employment.</u> Any and all employees covered by this Agreement who perform work for an entity other than Employer shall seek prior

approval for such employment from Employer. Approval shall not be unreasonably denied.

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

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

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

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

Employer and Union agree, however, that employees hired prior to January 1, 2019, and whose seniority is based on continuous service with Employer beginning on or before said date, will not be laid off due solely to Employer's contracting out for services.

# ARTICLE 3

# **Union Security**

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

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

<u>Section 3.03.</u> <u>Indemnity.</u> Union hereby indemnifies and agrees to save Employer harmless against any and all claims, demands, judgments, suits, or other forms of liability, monetary or otherwise, that may arise out of, or by reason of, any action taken by Employer for the purpose of complying with the provisions of this Article.

# **ARTICLE 4**

# **Hours of Work/Overtime**

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

**Section 4.01. Work Periods.** The regularly scheduled workweek shall be five (5) consecutive eight (8) hour days from 6:30 a.m. to 3:00 p.m., or four (4) consecutive ten (10) hour days from 6:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise mutually agreed. Employer reserves the right, however, to assign employees to begin one (1) hour earlier than aforementioned starting times for spraying and joint sealing machine preparation assignments without liability of premium compensation.

No employee shall be scheduled to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period.

# Section 4.02. Premium Compensation.

A. Overtime Rate Premium. Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the appropriate supervisor. Employer shall have the right to require overtime work and employees may not refuse overtime assignments.

Overtime will be compensated at the rate of one and one-half  $(1\frac{1}{2})$  times the regular, straight-time, base rate of compensation; except for

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

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

# B. <u>Emergency Off-Hour Premium Pay.</u>

- 1. Regularly Scheduled Workday. If Employer determines that emergency conditions warrant implementation of a 12-hour snow shift, employees scheduled to work the 12-hour shift on a regularly scheduled workday, other than the initial or final shift, will not be relieved until after they have earned the equivalent of sixteen (16) hours of straight-time compensation. Said sixteen (16) hours compensation may result from either straight-time work, premium compensation, or a combination of both.
- 2. Changeover Days. Notwithstanding provisions for regularly scheduled workday as provided in Paragraph B.1 herein, on the initial or final day (i.e., changeover days) of the snow-removal schedule, Employer may relieve employee from a snow-removal shift after employee has earned the equivalent of at least eight (8) hours straight-time compensation. Said eight (8) hours compensation may result from either straight-time work, premium compensation, or a combination of both.

**Example #1.** If final (changeover) shift begins at 11:00 p.m., employee may be relieved at 9:00 a.m., with the following compensation:

11:00 p.m. to 7:00 a.m. = 8 hours @ 1½ times = 12 hours 7:00 a.m. to 9:00 a.m. = 2 hours @ 1 time = 2 hours

**Total Compensation** 

= 14 hours (total)

14 hours total compensation = 8 hours cash pay, 6 hours compensatory time.

**Example #2.** If final (changeover) shift begins at 11:00 a.m., employee may be relieved at 5:30 p.m., with the following compensation:

11:00 a.m. to 3:30 p.m. = 4.5 hours @ 1 time = 4.5 hour0073

3:30 p.m. to 5:50 p.m. = 2 hours, 20 minutes

at  $1\frac{1}{2}$  times = 3.5 hours

**Total Compensation** 

= 8.0 hours (total)

8 hours total compensation = 8 hours cash pay.

- Unscheduled Work Shift. Should the snow-removal schedule end at a time other than a regularly scheduled workday, employees may be relieved from duty at any time. Minimum compensation for snow removal work during time other than a regularly scheduled workday is governed by Paragraph C "Call-Out Premium" of this Section.
- Call-Out Premium. An employee called back to work after having left work shall receive a minimum of two (2) hours of overtime compensation unless the time extends to his/her regular work shift. Call-out pay shall not be paid for early reporting to work nor due to an employee's being held over beyond the scheduled workday.
- **Section 4.03. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
- <u>Section 4.04.</u> <u>Meal Periods.</u> Employees shall be entitled to an unpaid one-half hour lunch period at or near the middle of their shift. Lunch periods are to be taken within work zone.
- <u>Section 4.05.</u> <u>Twenty-four (24) Hour Call.</u> Employees are subject to twenty-four (24) hour call to report for work.
- **Section 4.06. Compensatory Time.** Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 4.02 A "Overtime Rate Premium" of this Agreement.

The use and scheduling of compensatory time, which is not allotted to an employee's carry over balance, must be taken within the calendar year during which it was earned and at such times as will not interfere with the efficient operations of

Employer. Employer may limit the number of employees who can use compensatory time at the same time. In any case, compensatory time off will not be taken in increments of less than one quarter of the assigned workday. Compensatory time off is to be scheduled per vacation. Any employee compensatory time less than two hours may be added to vacation time to facilitate employee usage. One (1) hour of compensatory time may be used with approval from the Superintendent, County Engineer, or Assistant County Engineers. More than one (1) hour is to be scheduled per vacation.

Employer reserves the right to buy out unused compensatory time in the form of cash; however, compensatory time may be granted in lieu of overtime cash payment at the discretion of Employer. An employee covered by this Agreement shall be allowed to earn eighty (80) hours of compensatory time in any one calendar year which shall not be subject to the buy-out provisions, unless mutually agreed upon by employee and Employer. Employees can have a maximum of eighty (80) hours on the books at any one time. Compensatory time accrued prior to the execution date of this Agreement will not be subject to buyout by the Employer unless by mutual agreement between employee and Employer.

In the event of termination, an employee's employment with Employer shall not be extended by any or all amounts of compensatory or other leave time accrued. Upon separation of employment with Employer, an employee will be compensated in the form of cash for all unused compensatory and leave time earned. An employee may carry over to the next year up to eighty (80) hours of compensatory time. Any accrued hours over eighty (80) hours will be paid out. If an employee has less than eighty (80) hours, they can earn back up to eighty (80) hours. Employees may opt in or out of compensatory time in June and December of each year.

#### ARTICLE 5

#### Holidays

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

New Year's Day Washington's Birthday Memorial Day Independence Day Veterans Day Thanksgiving Friday Christmas Day

King's Birthday
Spring Holiday
Juneteenth
Labor Day
Thanksgiving Day
Christmas Eve Day
General Election Day (in
even-numbered years only)

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

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

# Section 5.03. Holiday Pay.

<u>Unworked Holiday Pay.</u> If a designated holiday falls on a workday in the employee's assigned workweek, the employee will receive holiday pay computed at his/her straight-time hourly rate for the same number of hours as other workdays occurring in said workweek. If the holidays falls on a workday outside the employee's assigned workweek, the employee will receive eight (8) hour's pay computed at his/her straight-time hourly rate. (That is, if an employee is assigned to a workweek of four ten-hour days, Monday through Thursday, and a holiday is designated to fall on a Friday, the employee will receive eight (8) hours pay for the Friday holiday; if the holiday is designated to fall on a Monday, the employee will receive ten (10) hours pay.)

**Worked Holiday Pay.** Employees who work on any of the holidays listed shall be paid double time for all hours worked.

#### **ARTICLE 6**

#### **Vacation Leave**

**Section 6.01. Eligibility.** Only regular employees shall earn paid vacation leave. Employees shall be eligible to take vacation leave upon accrual. No employee on a leave of absence shall earn vacation leave except when the leave is for the purpose of accepting a temporary working assignment in another department of the Employer.

<u>Section 6.02.</u> <u>Accumulation Rate.</u> Eligible employees will accumulate vacation-leave time in accordance with Schedule A. Only one rate of accrual shall apply to any one employee (i.e., 80, 120 or 160 hours per year).

# Schedule A.

- from successful completion of probationary period until completion of five
   (5) years of continuous, non-probationary service: eighty (80) hours per year;
- from completion of five (5) years of continuous, non-probationary service:
   one hundred twenty (120) hours per year;

- from completion of twelve (12) years of continuous, non-probationary service: one hundred sixty (160) hours per year.

That is, eligible employees will accumulate eighty (80) hours of vacation leave for each year of continuous service during the first five (5) years; one hundred twenty (120) hours of vacation leave for each year of continuous service beginning with the sixth (6<sup>th</sup>) year of continuous service; one hundred sixty (160) hours of vacation leave for each year of continuous service beginning with the thirteenth (13<sup>th</sup>) year of continuous service. Only one rate of accrual shall apply to any one employee.

Vacation will be pro-rated according to the employee's annual rate. That is, if an employee is accruing eighty (80) hours vacation annually, vacation shall be credited to employee at the rate of six and two-thirds (6 2/3) hours per month completed; if accruing one hundred twenty (120) hours vacation annually, vacation shall accrue at the rate of ten (10) hours per month; if accruing one hundred sixty (160) hours annually, vacation shall accrue at the rate of thirteen and one-third (13 1/3) hours per month.

Section 6.03. Request for Vacation. In order to assure the efficient, orderly performance and continuity of services by employees, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible, but in any case not less than three (3) business days in advance of the requested vacation period for any vacation request of more than one business day. In order to better assure that their vacation may be scheduled when they want to take leave, employees should, as set forth in the next Section, actually request their vacations as many months in advance as possible.

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

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

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

- A. Requests for vacation which are submitted during the month of December immediately preceding the calendar year in which they are to be taken will be processed giving preference to an employee's seniority, with those employees having greater seniority receiving the highest preference.
- B. Requests for vacation which are submitted during the actual calendar year will be processed giving preference to the order in which the vacation requests are received, with those received first having first priority. In the event requests are received at the same time for the same vacation period, then seniority will be the determining factor.
  - If request for vacation is submitted Tuesday AM it may be considered for Friday of the same week. The three (3) business day notice shall apply to all requests of more than one (1) business day. If an employee is not given proper notification, their requested days will be granted.
  - 2) Vacation requests for one (1) business day or less may be considered if received by 2PM two business days before the requested time off. As an example, requests received by 2PM on Wednesday may be considered for vacation on Friday of the same week. The one (1) business day or less requests cannot be cumulative.
  - 3) For any vacation request where four (4) employees are already scheduled to be off, the request will be denied unless approved by the employer prior to taking vacation.
  - 4) In emergency cases only, the employee may get approval over the phone from the County Engineer, Assistant County Engineer, or the Superintendent of Maintenance to use accumulated vacation time. The employee must have accumulated vacation time on record in order to be compensated for emergency case vacation requests. Employee must follow up with documentation, acceptable to the County Engineer, verifying the emergency situation within two (2) business days. If requested documentation is not provided in two (2) business days, any associated payroll costs will be deducted from the employee on the next paycheck and time will be considered absent without leave.
  - Employees can cancel a vacation request up to forty-eight (48) hours in advance. Any time less than forty-eight (48) hours, cancellation is not allowed.

<u>Section 6.05.</u> <u>Vacation Cancellation.</u> In the case of an emergency as determined by Employer, Employer may cancel and reschedule any or all approved

vacation leaves. In the event of such cancellations, cancellation and rescheduling will be accomplished based upon and consistent with the priority which was established for each vacation leave request in accordance with Section 6.04.

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

**Section 6.07. Usage.** An employee may carry over from one year to the next a maximum of two (2) years allotment of accumulated vacation leave. Vacation leave shall not be requested, approved, nor taken in increments of less than two hours contingent upon the scheduling provisions of Section 6.04.

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

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

# ARTICLE 7

#### Sick Leave

Section 7.01. Sick Leave Accumulation. Sick leave will accrue at the rate of eight (8) hours for each full calendar month of employment, beginning after successful completion of the first full year of continuous employment, less any adjustments due to layoff, leaves, or other absences during which the regular rate of pay is not accruing. An employee who successfully completes his/her first full year of continuous service since last date of hire will be credited with sick leave from last date of hire. Sick leave shall not accrue for any calendar month during which the regular rate of pay is not accruing for the full month.

All full-time employees shall earn sick leave at the rate of one day (or eight hours) for each month's service. If the check is made digital, the Superintendent shall post in the office. Employees shall be allowed to carry over from year to year any unused sick leave accumulating up to a maximum of 36 days. At retirement, any yearly carryover of unused sick leave plus any sick leave in excess of 36 days may be used for contributions to Illinois Municipal Retirement Fund in accordance with IMRF rules and

Regulations. All contributions to IMRF are subject to IMRF rules and regulations at time of employment.

Section 7.02. Eligibility Requirements. Any employee who has contracted or incurred and is suffering from any non-service-connected sickness or disability, which renders employee unable to perform the duties of his/her position, shall be eligible to use accumulated sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a licensed medical physician's order.

Employees shall be eligible for sick leave absences once they have accrued sick leave hours, but not to exceed the amount of sick leave accrued.

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

Section 7.03. Sick Leave Pay. The rate of sick leave pay shall be the employee's regular, straight time, hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken. No paycheck will be issued to an employee who is on sick leave until after 3:00 p.m. on payday, unless the employee can show proof that he/she is under the care of a licensed medical physician.

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

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

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

Section 7.05. Certification of Sick Leave. If Employer suspects that an employee is abusing sick leave, it may require employee to furnish a physician's statement certifying that the absence from work, if taking off a normal eight (8) hour work day, complied with Section 7.02, except no physician's statement will be required when off three (3) consecutive days or less when said employee has a minimum of three (3) days of sick leave on the books. The County reserves the right to check on employees on sick leave, and that the employee is fit to return to work and assume his/her normal and customary duties. In order to receive sick leave pay, said statement shall be submitted at the time the employee returns to work, or, if certification is not

requested until after the employee has returned to work, then within two (2) business day from the date requested (the term "business day" is defined in Section 10.01 of this Agreement).

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

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

Section 7.06. Minimum Increments. Sick leave shall be taken in increments of one or more hours.

# **ARTICLE 8**

#### Leaves

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

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

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

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

Section 8.03. Paid Leave. The following shall be considered a paid leave:

Jury Leave. An employee called for jury duty shall be allowed a jury leave with pay for such purpose. Upon receiving the sum paid for jury service, the employee shall submit the warrant, or its equivalent, to his/her supervisor to be returned to the fund from which the original payroll warrant was drawn. Jury Leave, as used herein, shall be defined as required reporting for jury duty when summoned until excused for the day. If an employee is called for jury duty, he/she shall notify his/her supervisor on the next working day after he/she receives the notice for duty.

**Funeral Leave.** In the event of the death of a member of an employee's immediate family (i.e., mother, father, brother, sister, spouse, brother- or sister-in-law, parent-in-law, child or grandparent, grandchildren, and relations considered step), a leave of absence will be granted to the employee with pay for the date of death through the day after the funeral, but at no time will said leave be more than three (3) days. Grandparent-in-law will not be considered for funeral leave. Employer has the authority to require evidence to substantiate that such leave days were used for the purposes set forth in this Article. Those relationships generally considered "step" shall be included providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship.

<u>Section 8.04.</u> <u>Military Leave.</u> Military leave will be granted as an unpaid leave in accordance with applicable law.

Section 8.05. Unauthorized Leave. An unauthorized leave is defined as a leave taken 1) without permission of Employer and/or 2) when an employee knowingly takes leave without enough paid leave time accrued to employee's record to cover the length of leave taken, regardless of whether leave may have been authorized by a supervisor. Any employee taking an unauthorized leave from work shall not be paid for the time he/she is absent and shall be disciplined. Provided an employee's record is otherwise free of disciplinary measures for one year or longer, discipline for: a) a first unauthorized leave shall be written reprimand; b) unauthorized leave twice within a one-year period shall be automatic suspension without pay for one (1) calendar week; c) unauthorized leave three times within a one-year period shall be automatic discharge.

The criteria used for determining whether an employee has "knowingly" taken paid leave in excess of that accumulated by him/her shall depend only upon whether or not the Employer has posted accrued leave time for employees within the past month since the request. When the Employer has met its obligation to post said leave monthly, then the criteria for establishing that an employee knowingly has taken such leave in excess of that accumulated by him/her has been met.

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

# Section 8.06. Safety Incentive.

A. Individual \$250 every six (6) months for no lost time due to work related injury or eight (8) hours compensatory time. (Calendar year January 1 – June 30 and July 1 – December 31).

B. Unit \$250 or eight (8) hours compensatory time if entire unit has no work-related injury or lost time for six (6) months from date on which there is no lost time hours due to injured workers.

Employee must work four out of the six months in order to qualify for safety bonus.

Use and scheduling of injury-free incentive leave will be the same as that provided for compensatory time under Section 4.06 of this Agreement. Employees are responsible for reporting any and all on-duty incidence related to illness, injuries and accidents.

# ARTICLE 9

#### **Health Insurance**

Employer agrees to provide health insurance consistent with the county-wide insurance plan. Employee contributions toward the cost of the insurance plan will be consistent with county-wide policies and practices. Employer reserves the right to make any changes or modifications to its health insurance policy(ies) and coverage. Any and all changes by Employer in health insurance benefits will not be subject to impact bargaining.

The failure of any insurance carrier(s) to provide any benefit for which Employer has contracted, through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies, shall result in no liability to Employer or to Union, nor shall such failure be considered a breach by Employer or Union of any obligation undertaken under this or any other agreement.

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

# ARTICLE 10

# Grievance Procedure

**Section 10.01. Definition.** A grievance is defined as a dispute or difference of opinion raised by an employee or group of employees (with respect to a single, common issue) covered by this Agreement against Employer involving the interpretation or application of an express provision or provisions of this Agreement as written. Nothing contained herein will be construed as limiting the right of any employee having

a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of Union, provided the adjustment is not inconsistent with the terms of this Agreement. (If management wishes to file a verbal or written reprimand against an employee, management must notify employee within five (5) business days after the occurrence or knowledge of the event indicating possible disciplinary action.)

For the purposes of this Agreement, "business day" shall be defined as a day on which the St. Clair County Courthouse is open for regular business to the public, Monday through Friday, from the hours of 8:30 a.m. to 5:00 p.m. local time.

<u>Section 10.02.</u> <u>Grievance Steps.</u> A grievance shall be resolved in the following manner:

**Step 1. Verbal Step:** The affected employee (or group of affected employees with respect to a single, common issue), shall orally discuss the grievance with his/her/their immediate supervisor who is outside the bargaining unit with the objective of settling the matter informally. It is expressly understood that if a discussion with the supervisor is intended to be the initiation of this grievance procedure, the employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. If the supervisor is not advised of this fact, the discussion shall not be considered an initiation of the grievance procedure at Step 1.

All grievances must be presented not later than five (5) business days of the first date of occurrence of an incident giving rise to the grievance, or within five (5) business days of the first date the employee reasonably should have knowledge of the occurrence. The supervisor shall render an oral response to the employee within five (5) business days. Grievances should be addressed to original supervisor in the order that the discipline was received.

i.e. Foreman to Foreman, Superintendent of Maintenance to Superintendent of Maintenance, County Engineer to County Engineer. ALL TIME REQUIREMENTS AND PROCESSES MUST BE FOLLOWED AS CURRENTLY WRITTEN.

**Step 2. Written Step:** If the grievance is not resolved at Step 1 and the employee wishes to file a written grievance, he/she shall, within five (5) business days of the Step 1 response or within five (5) business days after the Step 1 response is due, serve a written grievance to the County Engineer or his designee, at which time the County Engineer or designee will return a signed, dated copy to the employee. The written grievance shall name the employees involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee(s) or the Union with respect to said provisions, indicate the relief requested, and be signed and dated by the employee(s) affected.

Within five (5) business days after receipt of the written grievance the parties involved shall meet or hold other discussions in an attempt to resolve the grievance. The County Engineer, or his designee, shall give his/her written response within five (5)

business days following the meeting.

**Step 3. Mediation:** If the grievance is not satisfactorily resolved at Step 2, it may be submitted for mediation within fifteen (15) business days after receipt of the County Engineer's Step 2 written response. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

**Step 4. Arbitration:** If the grievance is not satisfactorily resolved at Step 3 in accordance with the grievance-mediation procedure, either party to this Agreement may refer the grievance to binding arbitration within ten (10) calendar days after the parties have completed the mediation process. In the event that either party requests arbitration of the other in writing, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall reach agreement upon an arbitrator within five (5) calendar days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is made by the parties. Both Employer and Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with the party requesting arbitration striking the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

The arbitrator shall be notified of his/her selection by a joint letter from Employer and Union which requests that he/she set a time and place, subject to the availability of the parties to this Agreement. All arbitration hearings shall be held in St. Clair County, Illinois, unless the parties mutually agree otherwise.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any St. Clair County ordinance.

The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon her/his interpretation of this Agreement to the facts of the

grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between Employer and Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

**Section 10.03. Time Limits.** No grievance shall be processed unless it is submitted within five (5) business days after the first occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the employee or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the employee or Union representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day occurring after the occurrence of the event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by Employer. The last business day of a time limit shall be deemed to end at 5:00 p.m. on that business day.

Section 10.04. Right to Redress. Once a grievance has been properly filed and submitted by an employee, or on an employee's behalf by the Union, through the grievance procedure set forth in this Agreement, his/her/its right to pursue redress in an alternative manner or forum within the county government structure is terminated. Violation by an employee or Union of the terms of this Section shall cause either's grievance to be automatically waived.

<u>Section 10.05.</u> <u>Employee Time Off.</u> Employer agrees to allow reasonable time during regularly scheduled hours for processing a grievance in Step 1 or 2, provided such time off does not interfere with Employer's operations. However, under no circumstances shall the processing of grievances result in overtime compensation. Employer agrees to allow employees time off from duty, at no expense to Employer, to attend other steps of this Grievance Procedure.

<u>Section 10.06.</u> <u>Settlement of Grievance.</u> The satisfactory settlement of all grievances shall be reduced to writing and shall be signed by the representatives of the parties involved.

#### **ARTICLE 11**

## Separability and Savings

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

## ARTICLE 12

# No Strikes/No Lockouts

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

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

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

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

## **ARTICLE 13**

#### Seniority

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

In the event an employee from another County department becomes employed by the Department, he/she enters the Department as the employee with the least seniority.

Section 13.01. Probationary Employment. "Probationary employee" is defined as a full-time, non-temporary employee who has been employed by the Department for ninety (90) calendar days of continuous service or less. Probationary employees shall not be covered by this Agreement. The ninety (90) calendar days during which an employee is a probationary employee shall constitute an employee's probationary period.

It is understood and agreed that management reserves the right to discharge any employee during his/her probationary period and said employee shall have no right to review or redress through the grievance procedure in this Agreement or any other forum.

An employee who does not successfully complete his/her probationary period of employment shall not be credited with nor compensated for vacation, sick leave, or any other fringe benefits.

<u>Section 13.02.</u> Review Period. Upon being promoted to a different position, an employee shall be subject to a ninety-day (90-day) review period before being considered as regularly assigned to the position; provided, however, that should an employee have successfully completed the training required by Employer prior to being promoted to said position, then he/she will not be required to serve said review period.

<u>Section 13.03.</u> <u>Breaks in Continuous Service.</u> An employee's continuous service shall be broken by discharge, retirement, or resignation from the St. Clair County Department of Roads and Bridges, or layoff of one calendar year or longer.

**Section 13.04. Layoffs.** Should the Employer find it necessary to lay employees off, it shall be done on the basis of seniority: that is, the person with the least seniority shall be the first to be laid off, provided the remaining employees have sufficient skill and ability to perform the work in as efficient a manner as the less-senior employee designated to be laid off. No regular employee will be laid off until all probationary and temporary employees are laid off.

Employees who are laid off shall be considered on layoff status for a period of one calendar year from the date on which they were laid off. No new employee shall be hired to perform bargaining unit work until employees on layoff status have been offered recall. However, employees on layoff status shall not be entitled to any accrual of seniority or benefits during layoff status, nor shall they be credited with service or continuous service for any period during which they are on layoff status.

Employees terminated by layoff shall be given a written notice of layoff at least two (2) weeks prior to their termination date.

<u>Section 13.05.</u> <u>Promotions/Job Openings/Snow Route Assignments.</u> "Promotion" is defined as the advancement of an employee to a higher-paying,

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

When promoting to an operator position Section 14.07 items A-N shall carry more weight in determining most qualified. One hour of operating time on items A-N shall equal 3 hours of operating time on item O.

prederick Davenport and Charles Wilson would have the first promotional opportunity to the operator's position. After that, provided they are still spray operators, the four (4) employees in the trainee positions shall be eligible for promotion to operators provided they pass the test. Ideally, one from spray operator and one from operator trainee, if two (2) or more positions are posted. In the event both spray operators get promoted, the least senior spray operator may be required to spray until the position is filled.

All bargaining unit job openings which management intends to fill shall be posted on the Highway Garage Bulletin Board for five (5) working days or until the position is filled. A sign-up sheet shall accompany the posting to allow interested employees to be considered for the position.

When an opening occurs in the Snow Route Assignments, bidding will be done for the open route only by seniority, and all routes that become open due to the bidding process will be filled in the same way.

If the operational needs of the Department allow, transfers will be based on skills and seniority. Where two (2) or more employees demonstrate equal skills, then seniority will prevail.

Section 13.06. Work Crews. The Employer will post a sign-up sheet for regular employees to indicate their preference of assignment to work crews. Assignment of employees to work crews will be based on seniority, an employee's qualifications and skills, as well as the operating needs of the Department, and such bases for assignment by Employer or its designee(s) shall not be subject to Step 4 "Arbitration" of Section 10.02 "Grievance Steps" as provided for in Article 10 "Grievance Procedure" of this Agreement.

Employer reserves the right to assign work, revise duties, and determine how long work crews will exist. Daily work assignments management rights apply.

Section 13.07. Voluntary Call-outs by Seniority. When and if Employer deems it appropriate, employee responses to call-out may be voluntary. In cases where response is voluntary, employees will be called out in the order their names appear on a voluntary call-out list. In any and all cases, this Section shall not apply to call-outs for the purpose of snow and/or ice removal.

When call-outs are made according to seniority in accordance with this Section, Union will establish and provide a voluntary call-out list of employee names to be used by Employer in calling employees out. It is also Union's responsibility to notify all employees of their eligibility opportunities in establishing and maintaining the voluntary call-out list.

For the purposes of this Section, Union shall provide a written list, signed by at least one steward, for Employer's use, and said voluntary call-out list will be posted by Union. Any revision, updating, or maintenance of the list shall be the responsibility of Union. Any revised list shall be provided to Employer in writing, with a steward's signature, at least two (2) working days prior to its being implemented.

In the event Employer is unable to contact enough employees from said list to perform the work, it may call any employee in order to get the necessary work performed. Each employee is responsible for providing Employer with his/her current phone number. If an employee can document, using the supervisor's working call-out list, that he/she has not been called in accordance with his/her seniority on the list, he/she will be compensated for minimum call-out compensation and will be the next employee to be called out for voluntary call-out. However, if an employee is compensated for a missed voluntary call-out and refuses the next voluntary call-out, said same employee waives rights to compensation and being placed at top of list if he/she is subsequently overlooked by Employer for voluntary call-out.

Failure by an employee to respond to a voluntary call-out three (3) times in any one six-calendar-month period shall result in that employee's name being removed from the list for a period of six calendar months. The provisions of this Section shall in no way relieve an employee from his/her responsibility to be available for 24-hour call.

# **ARTICLE 14**

### **General Provisions**

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

"Regular Employee" shall be defined as a full-time, non-probationary employee, other than a temporary employee.

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

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

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

<u>Section 14.03.</u> <u>Supplies.</u> The Employer will continue to provide water jugs and ice, safety shoes and glasses, first-aid supplies, hand cleaner and other necessary supplies and equipment as has been done previously. Employees shall be responsible for properly maintaining said supplies and equipment.

# Section 14.04. Clothing Allowance and Requirements.

- A. One (1) pair work gloves per year and additional pairs as needed with an exchange of old gloves
- B. Six (6) orange T-shirts per year
- C. A \$190.00 boot allowance voucher for safety boots in compliance with OSHA 29-CFR 1910.136 will be provided by the employer for the period from January 1 to expire on June 30. A second voucher will be available for the period from July 1 to expire on December 30. Boot allowance shall be paid in January and July of each year. No specific brand is required. Vouchers will only be valid for stores in St. Clair County. Employee to advise which store they prefer to insure account is established. Employees must buy boots on their own time.
- D. Two (2) winter hats/two (2) summer hats
- E. One (1) lime green sweatshirt per year
- F. One (1) pair of safety glasses per year and additional pairs as needed with an exchange of old glasses
- G. Either a Carhartt Brown Jacket or coveralls to be provided in the odd number years of the contract. The choice is to be made by the individual employee. Employee must turn in last provided jacket to receive a new jacket. Employee must turn in last provided overalls to receive new overalls.
- H. EMPLOYEE MUST BE ACTIVELY WORKING AND NOT ON WORK COMP OR DISABILITY IN ORDER TO PARTICIPATE IN SHOE ALLOWANCE.

For safety reasons, employees are required to wear the Employer supplied T-shirts, safety boots, and hats while on County Property and at respective work sites.

Section 14.05. License/Skills. Employees shall be licensed to operate vehicles/equipment used for work assigned by Employer, and to possess and maintain other skills and qualifications relevant to his/her work as assigned by Employer. The employee is responsible for providing the employer with current driver's license within one (1) week of renewal.

Should any employee fail to possess a valid driver's license required by the Employer for any reason including medical situations, said employee, after put on notice, will be given three (3) months minimum to secure said licenses and if the employee in question is in a higher paying position than Highway Maintenance Worker, the employee will be moved to the pay scale and fill a position of Highway Maintenance Worker temporarily. If after three (3) months the employee is unable to secure a valid driver's license, the County has the right to terminate, but if the employee is able to reinstate his/her driver's licenses, they will return to the position they previously held with no repercussions, including disciplinary action.

<u>Section 14.06.</u> <u>Substance Use and Testing.</u> The Union and Employer agree that policies and procedures for controlled substance and alcohol use and testing shall be governed, in conjunction with the St. Clair County Drug-Free Workplace Policy, by the U.S. Department of Transportation, Federal Highway Administration, Federal Motor Carrier Safety Regulations, dated November 1994, as may be amended or revised from time to time.

Refusal to submit to testing shall result in the employee's automatic termination. Any statutorily defined illegal use of drugs by an employee, whether at or outside the Employer's employment, shall be grounds for discipline, up to and including termination.

Any employee who is aware that he/she is dependent upon drugs prescribed to him/her by a licensed medical physician, or alcohol, or any substance purchased over the counter, or illicit substance, and who voluntarily admits same by so advising the County Engineer, prior to the employee's being advised that he/she is to submit to a drug test, shall be permitted to take an unpaid leave of absence to a date certain, or use his accumulated vacation, sick leave, or compensatory time for the purpose of obtaining and successfully completing rehabilitative treatment for his/her dependency. This option shall be afforded to an employee only once during his/her tenure(s) with the Employer. The Employer reserves the right to designate an employee assistance provider. The employee's continued employment with Employer after successfully completing treatment shall be conditioned on his/her discontinuing use of the such substance for which he was treated and any other illicit use or association with any substance, and submitting to random tests, the number of which times and duration of time for which will be determined solely by the Employer. Such voluntary admission and request for treatment must be made prior to any event which would provide suspicion of drug use or possession and prior to posing or causing any threat to the health and safety of him/herself or others.

The foregoing shall not limit the Employer's right to discipline employees for misconduct or infraction(s), provided such discipline shall not be increased nor imposed due solely to an employee's admitting to dependency on prescribed medication, illicit drugs or alcohol as provided in the preceding paragraph.

In the event that an employee tests positive for alcohol or a drug or drugs on the initial and second confirmatory tests, or is found to be under the influence of alcohol while on duty, he/she will be subject to automatic termination.

<u>Section 14.07.</u> <u>Incentive for Operators and Trainees.</u> Employees who receive training on and pass a test of the Employer's choice, and then log two hundred (200) hours or more on:

- A. Motor Grader
- B. Paver
- C. Backhoe
- D. Chip Spreader
- E. Loader
- F. Roller
- G. Skid Steer
- H. Shoulder Machine
- I. Striper Truck
- J. Spreader Box
- K. Salt Conveyor
- L. Crack Sealer
- M. Mini Excavator
- N. Arm Mower
- O. Mower (300 hours plus 100 hours on equipment A-N)
- P. Grinder

or any combination of the above machines in any calendar year will receive a fivehundred (\$500.00) dollar bonus at year's end.

The following list will specify the number of Operators and/or accompanying Trainees required on each piece of equipment:

- A. Motor Grader (1)
- B. Paver (1 Driver, 1 on the Back of the Machine)
- C. Backhoe (1)
- D. Chip Spreader (1)
- E. Loader (1)
- F. Roller (1)
- G. Bob Cat (1)
- H. Shoulder Machine (1)
- I. Striper Truck (1)
- J. Spreader Box (1)

- K. Salt Conveyor (1)
- L. Crack Sealer (1)
- M. Mini Excavator (1)
- N. Arm Mower (1)
- 0. Mower (1)
- P. Grinder (1)

# **ARTICLE 15**

#### **Base Wages**

<u>Section 15.01.</u> 2023-2025 <u>Wages.</u> Effective January 1, 2023, a 3% increase through December 31, 2023. Effective January 1, 2024, a 3% increase through December 31, 2024. Effective January 1, 2025, a 3% increase through December 31, 2025.

# (For breakdown chart please see attached EXHIBIT A)

(The listed annual wages on EXHIBIT A are based on forty (40) hours a week and do not reflect any overtime.)

Traffic Sign Shop will be staffed with one (1) Operator and one (1) Maintainer. Sign work will be performed by the Operator with assistance of the Highway Maintainer, except in cases of emergency sign repair/replacement.

<u>Trainees</u> – Sprayer Operators and Operator Trainees will be the only Operator Trainees and the County agrees to staff the classification with four (4) employees: two (2) Sprayer Operators and two (2) Operator Trainees.

The Sprayer Operators will receive Operator pay, and the Operator Trainees will receive Maintainer pay. Trainees will train a minimum of two (2) years.

The Spray Operators shall be given preference to move in to the Equipment Operator Category as an opening becomes available ahead of trainees should they choose. If both Spray Operators choose seniority will prevail. Other conditions of the Spray Operator Position are contained in the job description included by this reference.

Section 15.02. Base Wage Rates for New Hires. A new hire into a bargaining unit position shall be paid at the rate of ninety percent (90%) of the base wage for the position to which he or she is assigned during the first two thousand eighty (2,080) hours worked. "Hours worked" is defined in Section 4.02 A. of this Agreement.

# **ARTICLE 16**

# **Term of Agreement**

Section 16.01. Effective Dates. This Agreement shall take effect January 1, 2023, and shall continue in full force and effect to and including March 31, 2026, and shall renew itself from year to year thereafter, unless either party gives notice in writing to the other party at least sixty (60) days prior to the expiration date of its intention to terminate or modify this Agreement. Should neither party to this Agreement notify the other party of its desire for a change within the time specified herein, this Agreement shall continue in full force and effect for the following year and so on, year after year.

IN WITNESS WHEREOF, the parties heret	o have duly executed this Agreement this, 2023.
FOR THE EMPLOYER:	FOR THE UNION:
BY:	BY: Tomes March
Mark Kern St. Clair County Board Chairman St. Clair County, Illinois	Tracy Gardner Business Representative District No. 9, I.A.M.A.W.

# EXHIBIT A:

Position/Classification	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
% of Increase	1.00	3%	3%	3%
Operator/Mechanic	\$30.9371	\$31.8652	\$32.8212	\$33.8058
Annually	\$64,349.17	\$66,279.62	\$68,268.10	\$70,316.06
Traffic Sign Maintainer	\$29.0233	\$29.8940	\$30.7908	\$31.7145
Annually	\$60,368.46	\$62,179.52	\$64,044.86	\$65,966.16
Equipment Operator	\$29.0233	\$29.8940	\$30.7908	\$31.7145
Annually	\$60,368.46	\$62,179.52	\$64,044.86	\$65,966.16
Highway Maintainer	\$26.0328	\$26.8138	\$27.6182	\$28.4467
Annually	\$54,148.22	\$55,772.70	\$57,445.86	\$59,169.14
Highway Maintenance				
Worker	\$25.2825	\$26.0410	\$26.8222	\$27.6269
Annually	\$52,587.60	\$54,165.28	\$55,790.18	\$57,463.95

Approval of Agreement between St. Clair County Department of Roads and Bridges and District No. 9 International Association of Machinists and Aerospace Workers

REVIEWED BY

State's Attorney's Office

Director of Administration

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LABOR MANAGEMENT COMMITTEE

Approval of Agreement between St. Clair County Department of Roads and Bridges and District No. 9 International Association of Machinists and Aerospace Workers

REVIEWED BY:

State's Attorney's Office

Director of Administration

FINANCE COMMITTEE

#### RESOLUTION #2786-23-RT

WHEREAS, i3 Broadband by Highway Permit 2721 seeks permission and authority to install conduit for communication line heading East approximately 5,540 feet along the South side of Thouvenot Lane, C.H. 95 Maintenance Section H-62-5 to 1,380 feet East of the intersection of Hartman Lane.

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

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

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30 day of /anualy 2023.

Attest

County Board Chairman

County Clerk

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REVIEWED BY:
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#### **RESOLUTION 2787-23-RT**

WHEREAS, i3 Broadband by Highway Permit 2722 seeks permission and authority to install conduit for communication line heading North and South approximately 1,980 feet along the East side of Hartman Lane, C.H. 16 Maintenance Section R-17-1.

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

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

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30 day of anually 2023.

Attest

County Board Chairman

County Clerk

REVIEWED BY:
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JUDICIARY COMMITTEE

#### RESOLUTION 2788-23-RT

WHEREAS, i3 Broadband by Highway Permit 2723 seeks permission and authority to install conduit for communication line heading North and South approximately 2,250 feet along the East side of Old Collinsville Rd., C.H. 70 Maintenance Section R-14-1.

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

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

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30 day of MINAPI 2023.

Attest

County Board Chairman

County Clerk

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#### RESOLUTION 2789-23-RT

WHEREAS, Village of Swansea, by Highway Permit seeks permission and authority to install a buried 8" Encased Sanitary Sewer line Force Main approximately 325 Ft. South of Llewellyn Rd. under Sullivan Dr. C.H. 81 for 120 Ft.

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

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

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30 day of 1023.

Attest

County Clerk

County Board Chairman

REVIEWED BY	
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Director of Administration	
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JUDICIARY COMMITTEE

# RESOLUTION 2790-23-RT

- WHEREAS, the County of St. Clair is proposing the improvement of the Old Collinsville Road, County Highway 70, FAU 9168, and Lebanon Avenue intersection by the addition of a southbound right turn lane; and
- WHEREAS, the Department of Roads and Bridges of the County of St. Clair has recognized the need to expedite this improvement and has made the decision to employ a consulting engineering firm to do the design and prepare the plans, specifications and estimate of costs for the above proposed intersection improvement; and
- WHEREAS, the firm of Thouvenot, Wade and Moerchen, Inc., has agreed to perform all the necessary design and preparation of plans as stated hereinbefore, at the estimated cost plus fixed fee amount of \$71,980.00.
- NOW, THEREFORE, BE IT RESOLVED, that this Board accepts the offer made by the firm of Thouvenot, Wade and Moerchen, Inc. to furnish engineering services as above specified; and
- BE IT FURTHER RESOLVED, that, pending approval of the aforesaid agreement by the Illinois Department of Transportation, the Chairman of this Board is authorized and directed to execute the Agreement on behalf of the County, with Thouvenot, Wade and Moerchen, Inc. for engineering work in accordance with the above; and
- BE IT FURTHER RESOLVED, that the services to be performed under the above said Engineering Agreement with Thouvenot, Wade and Moerchen, Inc. be a part of the improvement designated Section 22-00276-13-PV; and
- BE IT FURTHER RESOLVED, that St. Clair County's portion of the cost of engineering work shall be paid from the County REBUILD Illinois Fund; and
- BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit four (4) copies of 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  $30^{\text{th}}$  day of January 2023.

Attest

County Board Chairman

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REVIEWED BY
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# Local Public Agency Engineering Services Agreement



Using Federal Funds? ☐ Yes 🗵	Agreement For MFT PE				original	<del>U</del>	Y
oung round rando.		CAL PUB	LIC AGENCY				
Local Public Agency	78	County		Section I	Number	Joh	Number
St. Clair County Dept. of Roa	ads & Bridges	St. Cla	air	22-002	76-13-PV		
Project Number Contac	t Name	P	hone Number	Email			
	/ Georgen	(6	318) 233-1392	Randy.	.Georgen@	co.st-c	clair.il.us
		- V - No. 1					
			ROVISIONS		21		
Local Street/Road Name		Key Route		Length	Structure	Number	10
Old Collinsville Road		CH 70		0.05 mi	n/a		
Location Termini Lebanon Avenue to ~300' no	orth of Lehanon Ave						Add Location
Project Description	Attroi Lebanon Ave	•					Remove Locatio
Preliminary Engineering for a Collinsville Road and Leban							n or Old
Engineering Funding	☐ MFT/TE	BP S	tate 🗷 Other	Rebuild IL			
Anticipated Construction Funding	▼ Federal □ MFT/TI						
Consultant (Firm) Name	Contact Nam		ULTANT Phone Numb	per Em	nail		
Thouvenot, Wade, & Moercl	nen, Inc Sheila Kim	linger	(618) 624-	4488 sk	imlinger@t	wm-ind	c.com
Address			City		1.31	State	Zip Code
4940 Old Collinsville Road			Swansea			IL	62226
THIS AGREEMENT IS MADE betwengineering services in connection under the general supervision of the part to finance ENGINEERING services contemplated usindividual, partnership, firm or legathe LPA and the DEPARTMENT. TAGREEMENT on the basis of its quality wherever in this agreement Regional Engineer  Resident Construction Supervisor	with the improvement of a State Department of T vices as described under the AGREEMENT of I entity, qualifies for profite LPA acknowledges to ualifications and experient or attached exhibits the Deputy Director, Office Transportation Authorized represental	of the above ransportate AGREEI are professional sence and described and following of Highwattive of the	e SECTION. Pro tion, hereinafter of MENT PROVISIO sional in nature, tatus and will be sional and ethica etermining its co ag terms are used ays Project Imple	Ject funding called the "E DNS. it is understa governed by I status of the mpensation I, they shall ementation,	allotted to the DEPARTMEN ood that the E y professional the ENGINEER by mutually substituting the interpreter of the Regional Engineers.	ELPA by T," will b NGINEE ethics in the by enter attisfactor d to mea	y the State of Illinoise used entirely or interest and interest and its relationship to ering into an ory negotiations.  In:  epartment of
In Responsible Charge Contractor	construction PROJECT A full time LPA employ Company or Companie	ee author				PROJE	ECT activities
Completed 12/07/22		Page	1 of 10			BIR	05530 (Rev. 08/05/21

#### AGREEMENT EXHIBITS

he following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT.
EXHIBIT A: Scope of Services
EXHIBIT B: Project Schedule
EXHIBIT C: Direct Costs Check Sheet
EXHIBIT D: Qualification Based Selection (QBS) Checklist
EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )

#### I. THE ENGINEER AGREES,

- 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.
- 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.
- 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.
- 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).
- 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 Exhibit C).

#### II. THE LPA AGREES.

- 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 D).
- 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

Completed 12/07/22

Page 2 of 10

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

Method of Compensation:	
Percent	
Lump Sum	(Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).
Specific Rate	(Maximum Fee \$150,000)
Cost plus Fixed Fee:	Anniversary
FF is the Fixed Fee Where FF	ct Labor, ct Cost, erhead rate applied to their DL and

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

The recipient shall not discriminate on the basis of race, color, national original 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,

- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to 1. 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.
- 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 properly 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.

- 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:

Prime Consultant

- (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.

TIN/FEIN/SS Number

AGREEMENT SUMMARY

Thouvenot, Wade, & Moerchen, Inc.	037-1042595	\$65,730.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- SCI Engineering, Inc.	043-1132569	\$6,250.00
	Subconsultant Total	\$6,250.00
	Prime Consultant Total	\$65,730.00
	Total for all work	\$71,980.00

Add Subconsultant

## AGREEMENT SIGNATURES

Executed by the LPA:	Local Public Agency Type	Name o	f Local Public Agency	
Attest: The	County	of St. Cla	air	
By (Signature & Date)		C	By (Signature & Date)	
Name of Local Public Agency	Local Public Agency	pe	Title	
St. Clair	County	Clerk		

(SEAL)

Agreement Amount

By (Signature & Date)	$\cap$	By (Signature & Date)
10-1.1	D- 0 .	
Lineur	Jimey	Title MASS A MASS AND
Director Transportation	1	Swansea Transportation Manager

Local Public Agency County Section Number

St. Clair County Dept. of Roads & Bridges St. Clair 22-00276-13-PV

#### EXHIBIT A SCOPE OF SERVICES

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

Preliminary Engineering for project in accordance with federal funding:

Phase I services include pick up survey (TWM has recent topographic survey for adjacent bike trail), ESR submittal, obtaining current traffic counts, traffic modeling & analysis, IDS, attendance at Public Meeting and FHWA Coord Meetings, utility coordination, roadway design, sidewalk ramp and bike trail design, and Project Development Report. Phase I will also include obtaining obtaining mast arm foundation borings and PESA analysis from subconsultant.

Phase II services include preparation of land acquisition documents (Plat of Highway information will be combined with Plat of Highways for adjacent bike trail project. TWM will prepare prefinal and final Plans, Specifications and Estimates.

Fee also includes obtaining final traffic counts after construction is complete and a traffic analysis of completed conditions in accordance with CMAQ requirements.

Note: County will obtain the necessary Title Reports and County Records

Local Public Agency County Section Number

St. Clair County Dept. of Roads & Bridges St. Clair 22-00276-13-PV

#### EXHIBIT B PROJECT SCHEDULE

January 2023 - Notice to Proceed, Pick up Survey

March 2023 - submit ESR

April 2023 - submit IDS

July 2023 - FHWA Coordination Meeting

August 2023 - submit final IDS submittal, submit PDR

January 2024 - Public Meeting, submit final PDR

February 2024 - submit Land Acquisition Documents

May 2024 - submit Prefinal Plans, Specifications & Estimates

December 2024 - submit Final Plans, Specifications & Estimates

Anticipated Letting Date = April 2025

Local Public Agency	County	Section Number			
St. Clair County Dept. of Roads & Bridges	St. Clair	22-00276-13-PV			

# Exhibit C Direct Costs Check Sheet

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

	Item	Allowable	Quantity	Contract Rate	Total
	Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
	Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
	Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
	Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
	Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
	Vehicle Rental	Actual cost (Up to \$55/day)			
	Tolls	Actual cost			
	Parking	Actual cost			
	Overtime	Premium portion (Submit supporting documentation)			
Ī	Shift Differential	Actual cost (Based on firm's policy)			1.0
	Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
	Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
	Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
	Project Specific Insurance	Actual Cost			
	Monuments (Permanent)	Actual Cost			
	Photo Processing	Actual Cost			
	2-Way Radio (Survey or Phase III Only)	Actual Cost			
	Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
	CADD	Actual cost (Max \$15/hour)			
	Web Site	Actual cost (Submit supporting documentation)			
	Advertisements	Actual cost (Submit supporting documentation)			
	Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
	Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
-	Recording Fees	Actual Cost			
	Transcriptions (specific to project)	Actual Cost			
	Courthouse Fees	Actual Cost			
	Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
Ì	Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
	Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
	Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)		7 - 7 - 1	
	Testing of Soil Samples	Actual Cost			
=	Lab Services	Actual Cost (Provide breakdown of each cost)			
=	Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
		The state of the s			
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=	1		Tot	lal Direct Costs	imic

Loc	al Public Agency	County	Sec	tion Nur	mber
St.	Clair County Dept. of Roads & Bridges	St. Clair		22-00276-13	
	Exhibit D Qualification Based Selecti				
Jnd	<ul> <li>LPA must complete Exhibit D. If the value meets or will exceed the the der the threshold, QBS requirements do not apply. The threshold is adjuded used, federal small purchase guidelines must be followed.</li> </ul>				
	Form Not Applicable (engineering services less than the threshold)				
	ns 1-13 are required when using federal funds and QBS process is	s applicable. Items 14-16 are requi	red w	hen	
usi	ng State funds and the QBS process is applicable.				
		******************	No	Yes	
1	Do the written QBS policies and procedures discuss the initial administration) concerning engineering and design related consu				
2	Do the written QBS policies and procedures follow the requirements a specifically Section 5-5.06 (e) of the BLRS Manual?	s outlined in Section 5-5 and			
3	Was the scope of services for this project clearly defined?				
4	Was public notice given for this project?				
5	Do the written QBS policies and procedures cover conflicts of interest	?			
6	Do the written QBS policies and procedures use covered methods of debarment?	verification for suspension and			
7	Do the written QBS policies and procedures discuss the methods of e	valuation?		П	
	Project Criteria	Weightin	1		
			-		
	Add	-			
8	Do the written QBS policies and procedures discuss the method of se	election?	In		
Sel	ection committee (titles) for this project			1	
			7		
	Top three consultants ranked for this proje	act in order	=		
	1	SOL III O'GO!	+		
	2		-		
	3		-		
9	Was an estimated cost of engineering for this project developed in-ho	use prior to contract negotiation?	In		
_	Were negotiations for this project performed in accordance with feder	Control of the Control of Control of the Control of	ㅐ	片	
		- 124-13-13-13-13-13-13-13-13-13-13-13-13-13-	늄	片	
	Do the written QBS policies and procedures cover review and approv	Ing for navment, before forwarding the	10		
2	request for reimbursement to IDOT for further review and approval?	ing for paymont, belove forwarding to			
13	Do the written QBS policies and procedures cover ongoing and finaliz (monitoring, evaluation, closing-out a contract, records retention, resp breaches to a contract, and resolution of disputes)?				
14	QBS according to State requirements used?			×	
				×	
16	LPA is a home rule community (Exempt from QBS).		×		

# RESOLUTION 2791-23-RT

WHEREAS, the St. Clair County Board passed Resolution #2757-22-RT granting the addition of S. Old Il Route 158 to the County highway system under Section 22-00001-00-JT; and,

WHEREAS, the St. Clair County Transit District is anticipating seeking permission to access the right-of-way along this roadway during the construction of the light rail extension to Scott Air Force Base; and,

WHEREAS, to expedite the approval process for granting said access, avoiding unwarranted delays and additional costs during the construction process.

NOW, THEREFORE, BE IT RESOLVED, that pending acceptance of the plans for the proposed work by the County Engineer, the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit.

**APPROVED AND ADOPTED** at a meeting of the County Board of St. Clair County, Illinois, this  $30^{\rm th}$  day of January 2023.

Attest

County Board Chairman

County Clerk

Resoluti	Lon
REVIEWED BY:	
State's Attorney's Office	
Director of Administration	
May Cular	
Milos O Donney	
By Moley	
Han Hallull	1
TRANSPORTATION COMMITTEE	1
By Masley J	
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Michel Damel	
r Costante	

JUDICIARY COMMITTEE

# RESOLUTION 2792-23-RT

PROJECT TO BE CONSTRUCTED WITH FEDERAL-AID FUNDS

WHEREAS, the State of Illinois, acting through its Department of Transportation and the County of St. Clair, jointly propose to improve the intersection of Frank Scott Parkway West, FAU 9256, County Highway 46, and North Belt Line by making modifications to the existing striping and lane configurations to allow an exclusive northbound and southbound left turn lane, designated as Section 18-00290-11-TL, Project No. AB9N(513), Job No. C-98-009-20; and

**WHEREAS**, an Agreement has been prepared to be entered into between the County and State, which provides for division of costs, maintenance responsibilities and other conditions, a copy of which is attached hereto; and

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

**BE IT FURTHER RESOLVED**, that the Chairman of this Board is hereby authorized and directed to execute the above said Agreement on behalf of the County; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby directed to transmit five (5) 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 30<sup>th</sup> day of January 2023.

Attest

(SEAL)

County Board Chairman

County Clerk

REVIEWED BY:
State s Attorney S Office
Director of Administration
Man Carlotte
By Mosly
Jan Sallruth
TRANSPORTATION COMMITTEE
Cost Mosley
A Tour
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JUDICIARY COMMITTEE
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John Moll
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Sim Ger

FINANCE COMMITTEE



# Joint Funding Agreement for State-Let Construction Work



# LOCAL PUBLIC AGENCY

Local Public Agency	7 777.	County	Section	n Number
St. Clair County		St. Clair	18-00	0290-11-TL
Fund Type	ITEP, SRTS, HSI	P Number(s) MPC	Name MPO TIP	Number
CMAQ	N/A	EW	GCG 6935A-	19
Construction				
State Job Number Project I	Number			
C-98-009-20 AB9N(	513)			
Construction on State Letting	Construction Engineeri	ng Utilities Railroa	d Work	
This Agreement is made and entered Illinois, acting by and through its Desimprove the designated location as behalf of the LPA and approved by Highway Administration, hereinafter.	partment of Transportation, described below. The impro the STATE using the STAT referred to as "FHWA".	hereinafter referred to as "STAT evement shall be consulted in acc	E". The STATE and LF cordance with plans pre	A jointly propose to pared by, or on
			Station	ning
Local Street/Road Name	Key Route	Length	From	То
Frank Scott Parkway	FAU 9256	0.01 mi.	4.13	4.14
Location Termini				
At North Belt West				
Current Jurisdiction		Existing Stru	cture Number(s)	Add Location
St. Clair County		· N/A		Remove
	DDO ID	CT DESCRIPTION		
By execution of this Agreement the fund the LPA share of project costs	LPA attests that sufficient is. A copy of the authorizing	TION - REQUIRED FOR STA moneys have been appropriated resolution or ordinance is attache IG - (State-Let Contract Wor	or reserved by resolution das an addendum.	
Check One				
METHOD A - Lump Sum (80% Lump Sum Payment - Upon award billing, in lump sum, an amount equ STATE the remainder of the LPA's in a lump sum, upon completion of	of the contract for this impro all to 80% of the LPA's esting obligation (including any n	ovement, the LPA will pay the ST mated obligation incurred under the onparticipating costs) in a lump s	his agreement. The LP	A will pay to the
☐ METHOD B Mor	thly Payments of	due by the	of each suc	cessive month.
Monthly Payments - Upon award or an estimated period of months, or u LPA will pay to the STATE the rem the project based upon final costs.	f the contract for this improventil 80% of the LPA's estimated	ement, the LPA will pay to the S ated obligation under the provision	TATE a specified amount on sof the agreement h	unt each month for as been paid. The
METHOD C - LPA's Share	Balance	divided by estimated total or	st multiplied by actual	progress payment.
Progress Payments - Upon receipt STATE within thirty (30) calendar of total cost multiplied by the actual princurred under this agreement has	lays of receipt, an amount e ayment (appropriately adjus	qual to the LPA's share of the co	instruction cost divided	by the estimated

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### THE LPA AGREES:

- 1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied
  by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
- To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
- To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- 7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
- 11. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
- 12. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 14. That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- 15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

- modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
- 16. To regulate parking and traffic in accordance with the approved project report.
- 17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

#### THE STATE AGREES:

- To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
- 4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
- That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 3. This agreement shall be binding upon the parties, their successors, and assigns.
- 4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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.). In the absence of a USDOT approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

## FISCAL RESPONSIBILITIES:

- 1. Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 2. Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

- 3. Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- 4. Project Closeout: The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.
  - Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
- 6. Single Audit Requirements: If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes..
- Federal Registration: LPA's are required to register with the System for Award Management or SAM, which is a web-enabled
  government-wide application that collects, validates, stores, and disseminates business Information about the federal
  government's trading partners in support of the contract award and the electronic payment processes. To register or renew,
  please use the following website: <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>
- 8. Required Uniform Reporting: For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <a href="https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx">https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx</a>)

#### ADDENDA

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

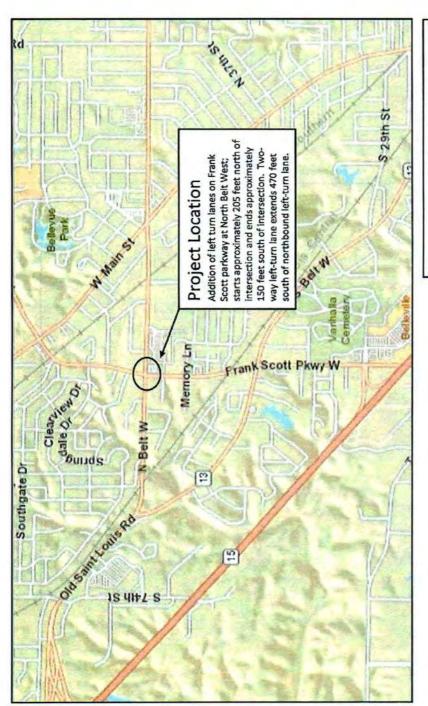
D	3	1.	Location Map
D	3 2	2.	Division of Cost
0	3	3.	Resolution*
2	4	4.	Jurisdiction and Maintenance

<sup>\*</sup>Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

# **APPROVED**

ark Kern			
le of Official			
ounty Board Chairman			
gnature	Date		
e above signature certifies the agency's TIN number is	-11	_	
6001924 conducting business as a Governmental Entity.			
JNS Number <u>075897371</u>			
El .			
APPROVED State of Illinois Department of Transportation			
mer Osman, P.E., Secretary of Transportation	Date	_	
r	4.0		
eorge A. Tapas, P.E., S.E., Engineer of Local Roads & Streets	Date	_	
ephen M. Travia, P.E., Director of Highways PI/Chief Engineer	Date		
angsu Kim, Chief Counsel	Date		
LIVE COLOTE OLOTE	D-1-	_	
cki Wilson, Chief Fiscal Officer	Date		



Addendum 1 - Location Map St Clair County 18-00290-11-TL, C-98-009-20

# ADDENDA NUMBER 2

Local Public Agency		County			Section Number	ber	State Job Number		Project Number	Sr.
St. Clair County		St. Clair	ir		18-00290-11-TL	11-TL	C-98-009-20		AB9N(513)	
	10 00 CO			DIVISION	DIVISION OF COST		40			
	L	Federal Funds		3	State Funds		Local	Local Public Agency		The state of the s
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	CMAQ	\$206,406.00					Local	\$51,601.00	00 BAL	\$258,007.00
and the second s										
	- Company									
	Total	\$206,406.00		Total			Total	\$51,601.00	00	\$258,007.00
If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:	f the total place an	asterisk (*) in the	space	provided for the r	sercentage and ex	plain bel	OW:			
מומו מו מומו מו מומו מו מומו מומו מומו	וויה יסימו לומכר מו	and the second	2000	מוסים מוסים	S S S S S S S S S S S S S S S S S S S	200				

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

\*80% CMAQ Funds NTE \$206,406

# RESOLUTION #2468-19-RT

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

1. 1 2 . .

Frank Scott Parkway West, County Highway 46, from a point approximately 470 feet South of North Belt West to a point approximately 205 feet North of North Belt West, by adding left turn lanes, upgrading the pedestrian push buttons, addition of a curb landing at the NE quadrant, pavement striping and incidentals; and

WHEREAS, it is anticipated that the United States Federal Highway Administration (FHWA) will make funds available for participation in the cost of this improvement; and

WHEREAS, The City of Belleville and St. Clair County maintain the North and South legs of the intersection respectively and therefore will enter an agreement stipulating the cost share of each party.

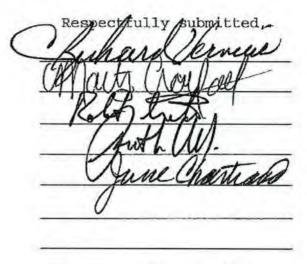
NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Thousand Dollars (\$100,000.00) from the County Matching Tax Fund for the construction of this improvement; and

BE IT FURTHER RESOLVED, that the improvement be designated as Section 18-00290-11-TL; and

BE IT FURTHER RESOLVED, that the County of St. Clair agrees to pass a supplemental resolution to provide the necessary funds for its share of the cost of the improvement if the amount appropriated herein proves to be insufficient to cover said cost; and

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

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



Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 29th day of July, 2019.

ATTEST:

County Clerk

County Board Chairman

# **ADDENDUM NUMBER 4**

St. Clair County
City of Belleville
Section 18-00290-00-TL
Frank Scott Parkway & North Belt
West Intersection Improvements
Jurisdiction and Maintenance

# It is MUTUALLY agreed:

- The STATE hereby agrees that upon final field inspection of the improvement and so long as North Belt West is used as a State Highway that they will maintain or cause to be maintained those items they currently maintain or that are being installed under this project on STATE right-of-way.
  - 1. through lanes and turn lanes;
  - 2. signage;
  - 3. traffic signals;
  - 4. cross walks and stop bars on North Belt West.
- The LOCAL AGENCY (St. Clair County) hereby agrees to maintain or cause to maintain, within the project limits:
  - 1. all curb and gutter on south leg of Frank Scott Parkway West
  - 2. crosswalks and stop line markings on south leg of Frank Scott Parkway West;
  - storm sewers, manholes and catch basins on south leg of Frank Scott Parkway West;
  - South leg of Frank Scott Parkway West up to the edge of pavement of North Belt West.
- The LOCAL AGENCY (City of Belleville) agrees to maintain or cause to be maintained within the limits of this project.
  - 1. all curb and gutter on north leg of Frank Scott Parkway West;
  - 2. crosswalks and stop line markings on north leg of Frank Scott Parkway West;
  - storm sewers, manholes and catch basins on north leg of Frank Scott Parkway West:
  - North leg of Frank Scott Parkway West up to the edge of pavement of North Belt West.
- Traffic and pedestrian signals shall continue to be maintained in accordance with the Master Agreement executed between the STATE and the LOCAL AGENCY (City of Belleville or St. Clair County).

Page 1 of 2

This addendum shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

SI CLAIR COUNTY	
Name	Mark Kern
Title	Board Chairman
Signature	
Date	-
CITY OF BELLEVILLE	
Name	Patricia Gregory
Title	Mayor
Signature	
Date	

Page 2 of 2

S:/FSPE&NBELTW/addedum4

# RESOLUTION 2793-22-RT

WHEREAS, the St. Clair County Transit District has requested permission to construct a Bike Trail within the right-of-way of Old Collinsville Road, County Highway 70, from approximately Munie Road to Frank Scott Parkway East, known as the Old Collinsville Road Trail, Phase 3, Sec 21-00276-10-BT; and

WHEREAS, an agreement has been prepared, a copy hereto attached, between St. Clair County and the St. Clair County Transit District which provides for division of costs, maintenance responsibilities and other conditions.

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

**BE IT ALSO RESOLVED**, 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, this 30<sup>th</sup> day of January 2023.

Attest

County Board Chairman

County Clerk

	Resolution
REVIEWED BY:	les .
State's Attorney	s Office
Director of Admin	istration
Manysley	yav
Soft My	
By Mosley	Jonney
Bol De	8 1 -1
HOW SH	MAMIT
TRANSPORTATION CON	MMITTEE
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Denny	
Mila A	mely
KO OK en O	4

JUDICIARY COMMITTEE

# AGREEMENT

This AGREEMENT is entered into effective as of the date of the last party to sign this AGREEMENT, by and between the COUNTY OF ST. CLAIR, ILLINOIS, hereinafter referred to as the "COUNTY" and the ST. CLAIR COUNTY TRANSIT DISTRICT, hereinafter referred to as "SCCTD" (each a "Party" and collectively referred to herein as the "Parties")

# WITNESSETH

WHEREAS, the parties hereto, in order to facilitate the free flow of traffic-while providing for the development of a shared-use pedestrian and bicycle path (hereinafter referred to as the "PROJECT"), St. Clair County Dept. of Roads & Bridges Sec. 21-00276-10-BT Old Collinsville Road – Phase III Bike Trail; and,

WHEREAS, the Parties hereto are desirous of said Project in that the same will be of immediate benefit to the residents of the county and permanent in nature.

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

- It is mutually agreed that the PROJECT will be designed and constructed in accordance with Illinois Department of Transportation (IDOT) and the American Society of State Highway Transportation Officials (ASSHTO) standards, policies and procedures. SCCTD will operate and maintain the trail.
- The COUNTY will allow SCCTD to construct the PROJECT on Old Collinsville Road rightof-way, from Munie Road (Sta. 89+00) to north of Frank Scott Parkway (Sta. 131+00). This section of trail is known as Old Collinsville Road Trail, Phase 3.
- The SCCTD agrees to make or cause to be prepared the plans and specifications for the PROJECT
  and award the contract to a contractor, prequalified with IDOT pursuant to an open bid process.
  The SCCTD also agrees to acquire right-of- way or easements necessary to complete the
  PROJECT.
- The SCCTD agrees to pay for all the construction costs associated with the improvements as agreed to by the parties.
- The SCCTD agrees to coordinate the PROJECT with the various utility companies and to pay all eligible utility adjustment costs for the entire PROJECT.
- The SCCTD agrees to provide the observation and oversight during construction and cause the improvements to be constructed in accordance with the plans, specifications and contract.

- 7. The SCCTD agrees to own and maintain, or cause to be maintained, the shared-use path, pedestrian ramps, any required drainage appurtenances, signs and sign posts constructed as part of the PROJECT as well as the pedestrian and traffic signals at the Old Collinsville Road Frank Scott Parkway East intersection.
- 8. SCCTD agrees to maintain the frontslopes and\or backslopes of the roadway embankment from the edge of shoulder to the right-of-way line or from the back of barrier curb or type a gutter to the right-of-way line when either curb or gutter exists. The level of said maintenance shall be at the discretion of the County Engineer, consistent with other like-property of similar use and condition.
- SCCTD will assume all risk and liability of accidents and damages that may accrue to persons or property on account of this work.
- 10. Should the COUNTY's future construction or operations require any temporary removal/replacement, alteration or change of location of the work associated with this PROJECT, said removal/replacement, alteration or change of location shall be made by the SCCTD without expense to the COUNTY.
- 11. This agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and shall be binding and inure to the benefits of the parties, their successors and assigns.
- 12. Each party agrees to be responsible for their own actions and indemnify and hold harmless the other party from any liability whatsoever as to the third parties for such actions, including but not limited to personal injury, property damage, court costs, attorney's fees and interest.
- 13. The SCCTD agrees to cause its contractor to provide both property damage and liability insurance for the project in accordance with the attached "St. Clair County Standard Insurance Certificate Requirements." In order to protect the interest of St. Clair County and the Public Building Commission of St. Clair County, the SCCTD 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 Contractor.
- 14. No Party may assign this Agreement without obtaining express, written consent from the other Parties prior to assignment.
- 15. 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.
- 16. 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.

Page 2

- 17. 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. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. This Agreement may be signed in counterparts.
- 18.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.
- 19.If any provision of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby.
- 20.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.
- 21. 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.
- 22. The terms and provisions of Sections 14-21 shall survive the expiration, termination or completion of this Agreement.

BY: NAME:	MARK KERN	Date
TITLE:	CHAIRMAN COP	
		Date

Page 3



# ST. CLAIR COUNTY BOARD

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

District 5 LONNIE MOSLEY VICE-CHAIRMAN

**BOARD MEMBERS** 

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District 2 HARRY HOLLINGSWORTH

District 3 WILLIE L. DANCY

District 4 ROBERT A. WILHELM

District 6 ROY MOSLEY, JR.

District 7 ED COCKRELL

District B KEN EASTERLEY

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District 23 RICHIE MEILE

District 24 MARTY T. CRAWFORD

District 25 JAMES HAYWOOD

District 26 SCOTT TIEMAN

District 27 KENNETH G. SHARKEY

SCOTT GREENWALD

District 29 RICK CASEY January 11, 2023

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

Dear Chairman Kern:

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

&t. Clair County Board Grants Committee





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William R. Kreeb, M.S. President

Myla Blandford, MPH, REHS, LEHP Executive Director

Administrative/Fiscal 618.233,7703 618.222,1630 fax

#### Infectious Disease Prevention

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

#### Health Promotion and Wellness Clinical Services and Systems

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

#### **Environmental Health**

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# MONTHLY ACTIVITY REPORT December 2022 Stats

	NOV	DEC	YTD 22	YTD 21
ENVIRONMENTAL PROGRAMS				

225

# ENVIRONMENTAL HEALTH FOOD SERVICE PROGRAM

Routine Inspection
Reinspection
Opening Inspections
Food Recall Notifications
Foodborne Illness Investigations
Complaint Investigations
In-services
# of Participants
Consultations/Plan Paviews/Fire

Consultations/Plan	Reviews/Fires/Disaster
Odilounadonon lan	Trovionon modernios

# NUISANCE/VECTOR/TANNING

Complaint Investigations	s & Rechecks
Smoke Free IL Complai	nts
Smoke Free IL Citations	3
Consultations (Smoking	, Tanning, Vector)
Tanning/Body Art Insper	
Vector Surveillance (Ma	

POTABLE	WATER	PROGRAM
PUTABLE	WAILK	FROGRAM

TOTABLE WATER
Well Permits Issued
Well Inspections
Analysis Reviewed
Consultations

# PRIVATE SEWAGE PROGRAM

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

<b>ENVIRONMENTAL PROTECTION and</b>
POLLUTION PREVENTION

# LANDFILL PROGRAM

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

# POLLUTION PREVENTION PROGRAM

Consultations/Presentations Materials Distributed

62	57	560	223
3	5	63	64
1	24	86	57
2	6	23	31
9	11	161	89
0	0	2	3
0	0	55	26
1192	1369	4,269	11,039

2,585

2,026

239

13	0	40	4
0	0	21	4
0	0	0	0
65	37	782	1,652
1	5	18	14
0	0	16	463

Г	2	0	35	24
	3	1	29	26
	6	1	44	80
Г	15	10	185	119

9	6	95	111
163	132	1,416	1112
8	7	104	112
7	9	91	53
0	0	1	1

6	5	73	72
0	0	2	6
3	4	89	68
6	17	239	153

5	5	129	36
3	5	170	81





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**YTD 21** 

William R. Kreeb, M.S. President

Myla Blandford, MPH, REHS, LEHP Executive Director

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# MONTHLY ACTIVITY REPORT December 2022 Stats

INFECTIOUS DISEASE PREVENTION				
COMMUNICABLE DISEASE CASES				
Chlamydia	136	77	1,016	878
E-Coli	2	0	12	2
Gonorrhea	58	39	492	419
Group A Streptococcal (Invasive)	0	7	11	13
Hepatitis A	1	0	3	1
Hepatitis B	3	5	59	14
Hepatitis C	3	13	80	49
HIV+	0	1	9	11
nfluenza	0	0	2	1
Covid-19	980	1,520	34,010	18,472
Flu-like Symptoms (Specific)	0	14	17	1
Meningitis (Bacterial)	0	0	0	0
MRSA	0	0	0	0
Pertussis (Whooping Cough)	1	0	1	0
Salmonella	1	0	14	10
Syphilis	20	6	160	76
TB CONTROL/TESTING				
Field Visits (Directly Observed Therapy)	18	37	98	304
Client Contacts (Directly Observed Therapy)	18	37	98	304
Video Observed Therapy	44	62	487	355

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
Cuanasta

Suspects
ILLNESS INVESTIGATIONS-CONSULTATIONS
Off-site

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

HIV/AIDS CARE REC	GION
Starting Caseload	The last transfer of the
New to Medical Case	Management Clients
Discharges	and the over this entire
Remaining Caseload	

18	3/	98	304
18	37 62	98	304 355
44	62	487	355
1	0	5	9
3	5	20	12
79	76	1,100 26	900
1	1	26	34
36	36	510	405
3	1	40	900 34 405 29
2	0	3	6
0	0	0	0

**YTD 22** 

0	0	0	0
0	2	30	44
215	450	4,401	11,246
1	1	110	423
0	0	0	62

644	654	644	629
14	15	140	103
4	13	105	7
654	656	654	725





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NOV | DEC | YTD 22

William R. Kreeb, M.S. President

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

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MONTHLY ACTIVITY REPORT December 2022 Stats

Johnson & Johnson (Janssen)

Johnson & Johnson (Janssen) 2nd Dose

Pfizer 3rd Dose

Moderna 3rd Dose

	NOV	DEC	Y 1D 22	TIDZI
INFECTIOUS DISEASE PREVENTION (cont.)				
HIV PREVENTION - REGION				
HIV Tests Completed Total	5	23	88	30
HIV Tests Completed at SCCHD	5	5	62	21
New Positive Cases Identified	0	0	1	1
Cases Linked to HIV Medical Care	0	0	1	0
HIV Disease Interv. Serv REGION				
New Cases Opened	0	20	78	130
ndividuals Notified	0	0	0	1
inked to Medical Care	0	0	1	7
Already in care (May reflects to-date number)	0	6	40	36
EMERGENCY PREPAREDNESS				
Public Outreach/Presentations	0	0	67	1
External Conferences/Workshops	0	1	25	1
Partnership Meetings	7	8	111	116
Materials Distributed	240	908	50,412	2,622
Project Activities	5	5	49	1
t. Clair County Personnel Trained	0	0	0	29
lealth Department Personnel Trained*	3	2	102	44
ncident/Assistance	6	7	93	37
ARC (MEDICAL RESERVE CORPS)				
bublic Outreach/Presentations	2	3	17	0
leetings/Workshops/Trainings Offered	18	0	39	34
rogram Materials Distributed	20	35	161	502
Ion- Emergency Public Health Event	1	1	11	8
lumber of MRC Volunteers Trained	1	0	20	115
lumber of Personnel Trained	0	0	63	5
mergency Response Incident/Assistance	0	0	0	97
IRC Unit Volunteer Hours Served	2	17	119	1,303
COVID VACCINE ADMINISTERED - St. Clair County				YTD 202
COVID Vaccine totals from 1/12/22 -				thru 1-11-
Moderna	n/a	n/a	7,251	104,181
Pfizer	n/a	n/a	16,593	248,444

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

n/a

n/a

n/a

n/a

n/a

n/a

n/a

634

819

948

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



14.643

10,705

2,341

468



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# MONTHLY ACTIVITY REPORT December 2022 Stats

THE STATE OF THE S				
HEALTHY KIDS SERVICES	1			
Immunizations	135	126	1,716	1,677
Developmental Screenings	0	0	40	90
Perinatal Depression Screenings	42	78	938	782
Lead Testing-Children	0	0	3	20
Lead Testing-Prenatal	0	0	0	0

# HEALTHY HOMES LEAD FOLLOW-UP PROG

**Health Promotion & Wellness** 

Home Visits	14	15	72
New Enrollments	0	2	14
Prevention Education	17	12	148

# CASE MANAGEMENT SERVICES

Well Child Screening

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

0	0	n/a	n/a
0	0	255	549
50	50	n/a	n/a
16	9	132	136
42	78	883	953
290	293	3,493	3,176
9	21	128	147
39	47	628	526

DEC YTD 22 YTD 21

15 22

88

# **HEALTH INSURANCE APPLICATIONS**

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

0	0	0	7
0	0	2	33
0	0	0	21
0	0	3	0
0	0	0	18
0	0	0	6
0	0	0	0

# WOMEN, INFANTS & CHILDREN (WIC)

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

1,950	1,950	n/a	n/a
1,438	1,446	17,922	18,190
71%	71%%	n/a	n/a
192	192	2,405	2,120
442	458	5,347	4,892

DIAPER DEPOT
Diaper's Distributed

4725	4825	60,900	0
------	------	--------	---





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# MONTHLY ACTIVITY REPORT December 2022 Stats

	NOV	DEC	YTD 22	<b>YTD 21</b>
BREASTFEEDING PEER COUNSELOR PRGM				
Caseload	0	0	n/a	n/a
Client Contacts	0	0	451	682
New Enrollments	0	0	443	525

# Health Promotion & Wellness (cont.)

# PHS COMMUNITY OUTREACH

Health Fairs
Total Attendance
Presentations
Total Attendance

Meetings/Conferences/Workshop Contacts
Face to Face Contacts

0	0	13	8
0	0	670	324
1	0	5	2
15	0	70	5
7	0	49	29
1	0	14	294

# BREAST & CERVICAL CANCER PROGRAM

#### **Enrollments**

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

27	13	282	258
1	0	26	20
0	0	14	6
2	1	9	11
0	1	13	7
0	1	5	4
0	0	4	3



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**NEW METRIC** 



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St. Clair County Health Department together for your health MONTHLY ACTIVITY REPORT December 2022 Stats

NOV	DEC	YTD 22	YTD 21
	NOV	NOV DEC	NOV DEC YTD 22

# **COMMUNITY HEALTH EDUCATION & PROMOTION**

Coalition/Advisory Meetings
Healthier Together mtgs/activities
Community Organizations/Agencies
Total Attendance
Total Presentations
Press releases

3	5	18	10
2	2	0	0
1	3	11	6
115	200	677	76
0	5	5	0
0	0	66	235
0	2	2	0

# SOCIAL MEDIA

**NEW Facebook Page Likes** 

Displays prepared

Twitter Followers - NEW from previous month
Total Twitter Followers Lifetime-Accumulative NEW
Twitter Tweets NEW METRIC
Twitter Impressions per month
Twitter Profile Visits per month
Twitter Mentions NEW METRIC
Facebook Page Followers Lifetime-Accumulative
Facebook Page Reach
Facebook Page Visits/Likes

-22	n/a*	16	118
1308	n/a	1,308	0
29	n/a	448	0
1,535	n/a	38,758	0
392	n/a	17,421	0
7	n/a	51	0
5	4	9,648	92,61
9,407	20,403	516,818	1,425,6
2,810		56,303	62,14
9	21	657	0





# **VENDOR WARRANT DETAIL**

# ST CLAIR COUNTY TREASURER















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VENDOR SUMMARY CONTRACT SEARCH

PAYMENTS SEARCH PAYMENTS ISSUED PENDING PAYMENTS PAYMENTS NOTIFICATIONS

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#### Warrant/EFT#: EF 0012995

	01/09/23	Issue Date	2023	Fiscal Year
		Warrant Status	\$782,182.06	Warrant Total
Agency Amount	Voucher	Invoice	Contract	Agency
\$782,182.06	3A2322538	A2322538		492 - REVENUE

#### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$782,182.06	DISBURSE CNTY/MASS TRANS SALES

# Payment Voucher Description

Line	Text
1	IL DEPT, OF REVENUE AUTHORIZED THIS PAYMENT ON 01/07/2023
2	COUNTY .25 % SHARE OF SALES TAX
3	LIAB MO: OCT. 2022 COLL MO: NOV. 2022 VCHR MO: JAN. 2023
4	?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY .25 % SHARE OF SALES TAX

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# **VENDOR WARRANT DETAIL**

# ST CLAIR COUNTY TREASURER















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PAYMENTS ISSUED PENDING PAYMENTS PAYMENTS NOTIFICATIONS

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# Warrant/EFT#: EF 0012994

Fiscal Year	2023	Issue Date	01/09/23	
Warrant Total	\$189,097.47	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2322537	3A2322537	\$189,097.47

# IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$189,097.47	DISTRIBUTE MUNI/CNTY SALES TAX

#### Payment Voucher Description

Line	Text	
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/07/2023	
2	COUNTY 1 % SHARE OF SALES TAX	
3	LIAB MO: OCT. 2022 COLL MO: NOV. 2022 VCHR MO: JAN. 2023	
4	?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV	
61	COUNTY 1 % SHARE OF SALES TAX	

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