

## FINANCE COMMITTEE MINUTES

**DATE OF MEETING:** August 22, 2017 at 6:05 p.m. County Building

**MEMBERS PRESENT:** Camille Redman – Chair, Cris Rogers, David Newberg, Melonie Tilley, and Terry Ferguson. Also present Dee Rentmeister, County Administrator.

**MEMBERS ABSENT:** None

### **SUMMARY OF DISCUSSION:**

- Motion by Newberg, 2<sup>nd</sup> by Tilley to approve last months' minutes. Voice vote, motion carried.
- Motion by Ferguson, 2<sup>nd</sup> by Rogers to approve the claims. Voice vote, motion carried.
- Discussion on moving the key reader from the law library door to the state's attorney's door at a cost of \$1622.45. The State's Attorney has indicated that he can pay for this project. Motion by Ferguson, 2<sup>nd</sup> by Newberg to recommend to the full board to move the key reader from the law library door to the state's attorney's door at a cost of \$1622.45 with the State's Attorney paying bill. Voice vote, motion carried.
- Informed the committee that the electrical supplier at the animal shelter has been switched to the county's current contract with Mid America.
- Motion by Tilley, 2<sup>nd</sup> by Ferguson to recommend to the full board to approve the agreement with Teska to update the county's comprehensive plan. Voice vote, motion carried.
- Discussion on use of the county building by outside groups after hours –policy 37.04. Motion by Ferguson, 2<sup>nd</sup> by Tilley to recommend to the full board to rescind policy 37.04 in its entirety. Voice vote, motion carried.
- Sheriff Shofner and Bill Giese were present to go over proposed budget requests for 2018. Two proposals were presented – one with prisoners continuing to be housed in Piatt County and one with housing prisoners in our jail. Reviewed the summary sheet presented on all budgets in the general fund. The sheriff indicated that had 14 patrol officers and would like to go back to having 3 detectives. Sheriff Shofner reported that the control panels in the jail would need to be replaced at some point due to the age and not being able to get parts. Also discussed the recent jail inspection report. Discussed whether to continue housing prisoners in Piatt County. No action was taken on the budget requests at this time.
- Committee discussed in general the budget process.
- Motion by Tilley, 2<sup>nd</sup> by Newberg to adjourn at 7:26 p.m. Voice vote, motion carried.

### **COMMITTEE ACTION:**

Approve last months' minutes.

Approve the claims.

Recommend to the full board to move the key reader from the law library door to the state's attorney's door at a cost of \$1622.45 with the State's Attorney paying bill.

Recommend to the full board to approve the agreement with Teska to update the county's comprehensive plan.

Recommend to the full board to rescind policy 37.04 in its entirety.

### **RECOMMENDATIONS TO THE FULL BOARD:**

Recommend to the full board to move the key reader from the law library door to the state's attorney's door at a cost of \$1622.45 with the State's Attorney paying bill.

Recommend to the full board to approve the agreement with Teska to update the county's comprehensive plan.

Recommend to the full board to rescind policy 37.04 in its entirety.

**AGENDA FOR THE FINANCE COMMITTEE  
REVISED**

Date and Time of Meeting: August 22, 2017 at 6:00 p.m. County Building

1. Call Meeting to Order
2. Persons Wishing to Address the Committee (If requesting action, also list below in section three)
  - a.
3. Items for Discussion and Possible Action
  - a. Approve last month's minutes
  - b. Approve claims
  - c. Budgets
  - d. Move key reader from law library to State's Attorney's door
  - d. Switch power supplier from Ameren to Mid America at animal shelter
  - e. Agreement between County and Teska Associates for comprehensive plan
  - f. Use of county building after hours by outside agencies (37.04)
4. Items for Discussion Only (No Action Requested)
5. Executive Session
  - a.
6. Motion to adjourn

Posted: August 17, 2017 at 4:00 p.m.  
Revised August 18, 2017 at 10:25 a.m.

By: Dee Rentmeister

**AGREEMENT BETWEEN  
DEWITT COUNTY  
AND  
TESKA ASSOCIATES, INC.**

This AGREEMENT is made on and entered into this \_\_\_ day of July, 2017 by and between DeWitt County, and Illinois County Government with offices at 201 West Washington, P.O. Box 439, Clinton, IL 61727-0439 hereinafter referred to as the "CLIENT", and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Plainfield, Illinois 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with a **Comprehensive Plan** for DeWitt County, Illinois, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT.

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to fully perform those services in Attachment A, SCOPE OF SERVICES, a copy of which is attached hereto and incorporated in this AGREEMENT.

B. Services to be provided by the Client

The CLIENT designates DeeDee Rentmeister, County Administrator to act as its representatives with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked.

If any information, data reports, records and maps are existing and available and are useful to carry out the work on this PROGRAM, the CLIENT shall promptly furnish this material to the CONSULTANT.

C. Changes

The CLIENT may, from time to time, require or request changes in the scope or schedule of CONSULTANT services to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed on by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT, signed by each of the parties hereto.

D. Consultant's Compensation

The CONSULTANT shall be compensated for all basic services, including direct expenses, as identified the attached Scope of Services. The maximum compensation shall for Phases 1-7 shall be \$39,970. This includes all services outlined in the Scope of Services including normal reimbursable expenses (printing, travel, etc.).

E. Method of Payment

The CONSULTANT shall submit monthly invoices for costs incurred on the PROGRAM during the relevant monthly billing period. Costs shall be based on direct expenses (with no mark-up) and consultant time based on the following standard hourly rates.

Principal	\$150/hour
Senior Associate	\$115/hour
Associate	\$90 - \$100/hour

Invoices for payment in exchange for services rendered per the AGREEMENT shall be sent to the DeWitt County Board Finance Committee before their monthly scheduled meeting. DeWitt County shall provide a schedule of Finance Committee meetings to CONSULTANT. Invoices that meet approval shall be forwarded to the full DeWitt County Board meeting, where, upon approval by majority vote, the County Board shall order such invoice promptly paid from disbursement from the county treasury. In the event of a dispute in invoice billing the DeWitt County Board shall have the County Administrator send notice to CONSULTANT as to the dispute. After the dispute has been answered to the DeWitt County Board's satisfaction the invoice shall be brought forth at the next full County Board meeting to be voted on for payment.

F. Time of Performance

All products and services from the CONSULTANT shall be delivered to the CLIENT in a timely manner consistent with mutually established schedules and quality of professional practice. This AGREEMENT shall be valid for a period of twelve (12) months.

G. Excusable Delays

The CONSULTANT shall not be in default due to any failure in performance of this AGREEMENT in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control, and without the fault or negligence of the CONSULTANT.

H. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the AGREEMENT by written notice delivered to the other party at least fifteen (15) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the AGREEMENT shall at the option of the CLIENT become the property of the CLIENT upon payment of all invoices due the CONSULTANT under the terms of this AGREEMENT.

I. Dispute Resolution

Any disputes arising out the AGREEMENT shall be settled by bench trial in the Circuit Court of DeWitt County. The laws of the State of Illinois shall control in the interpretation of the AGREEMENT, and any proceedings arising out of a dispute pertaining to the AGREEMENT.

J. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the AGREEMENT has any pecuniary interest in the business of the CONSULTANT or the AGREEMENT, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the AGREEMENT.

K. Personnel

All of the services will be performed by the CONSULTANT or authorized SUBCONSULTANTS. The CONSULTANT represents that he has, or will secure at his own expense, all fully qualified personnel required to carry out and perform the scope of services of the AGREEMENT. **Michael Hoffman, AICP, PLA** will serve as Principal-in-Charge and **Pete Iosue, AICP**, will serve as Project Manager for this project. Such personnel shall not be employees of or have any relationship with the members of the CLIENT which would directly affect performance on this PROGRAM.

L. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties regarding the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S errors or negligence.

The CONSULTANT's maximum liability, as a result of the CONSULTANT's errors or negligence, shall be limited to the limits of insurance coverage, including any legal fees or deductibles.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
DEWITT COUNTY, IL



BY: \_\_\_\_\_  
Michael E. Hoffman  
Vice President

BY: \_\_\_\_\_  
David Newberg  
County Board President

DATE: \_\_\_\_\_

## **Approach**

Our approach to the planning process will:

- Integrate effective community engagement methods;
- Identify key growth and development opportunities, particularly relating to a quality of life issue, strengthened commercial areas, and employment generators;
- Evaluate potential transportation and infrastructure improvements;
- Prepare an implementation plan that will enable the County to put plan recommendations into action;
- Coordination with municipal Comprehensive Plans; and
- Coordinate with regional planning efforts, including Comprehensive Plans for neighboring counties.

## **Steering Committee**

Teska will work with the County to determine the composition of a Steering Committee to serve as the working group that provides guidance and direction to the consultants throughout the planning process, particularly reviewing draft deliverables, providing feedback, and serving as liaisons to their constituents throughout the County. While certain staff and officials will be invited to serve on the Steering Committee, we will encourage the County to reach out to various community leaders to ensure the planning process is represented by a broad subset of the community. Community leaders could include (but are not limited to): school officials; religious leaders; business owners; property owners; leaders from neighborhood organizations and associations; and any other person in the community who is considered a leader in the County.

Steering Committee members will be encouraged to help promote the project by publicizing meetings and other activities to their constituents. While Teska will share this responsibility, County citizens may be more responsive when hearing about activities through their local leaders and peers. Also, for those Steering Committee members who are more technically inclined, Facebook and Twitter provide the added benefit of allowing others to offer comments, which generates discussion and invites the sharing of ideas.

## **Phase 1 - Project Initiation**

The consultant will lead a project kick-off meeting with the Steering Committee. The kick-off meeting will be an opportunity to discuss the scope of work in detail, review the study timeline, and discuss the initial data collection needed from the various organizations involved. This

meeting will inform the Steering Committee as to their roles and expectations during the study as well as gain a clear approach that will lead to a final Plan that can be implemented by the County.

County demographics and identified planning issues will be presented, as well as a summary of any previous plans/studies and highlights of relevant plans from local communities within the County, so that all Steering Committee Members are starting from the same place. A focus of the discussion will be on public outreach strategies, and ways to engage the public in the planning process. A list of key stakeholders that should be interviewed and involved in the planning process will be identified.

We will also tour the County prior to this meeting to gain a good understanding of physical and land use issues within DeWitt County.

## **Phase 2 - County Assessment**

- **Natural Resources** – particularly examining flood plains, wetlands, woodlands, prime agricultural farmland, and wildlife habitats.
- **Existing Land Use** – primarily focused on areas under County planning jurisdiction i.e. – not incorporated into an existing municipality with zoning authority.
- **Demographics** – focus on population and employment trends
- **Development Trends** – looking at all major sectors including industrial, retail, office, residential, etc.
- **Review and Inventory of Existing Plans (Regional, County and Municipal)** – This will include existing plans within the County and plans of neighboring counties.

## **Phase 3 - Planning Policy Formation**

Review of Growth Management Strategies – This effort will examine the entire County, primarily focusing on development potential in unincorporated areas, but also examining potential development anticipated within municipalities as well. The process will include interviews with key County leaders as identified by the Steering Committee. Alternatives will be identified with the Steering Committee and focus on economic development and the environment. A consensus land use framework will be developed with the Steering Committee that focuses in on a preferred growth management approach. This framework will have only broad categories like areas for municipal growth, open space and natural resource corridors, agriculture, etc.

**Goals, Objectives and Policies** – The existing County Comprehensive Plan goals and objectives will be reviewed and updated as appropriate.

**Steering Committee Review** – Teska will meet with the Steering Committee to review the findings of Phase 2 and 3.

## **Phase 4 - Future Land Use Plan**

**Framework** – A consensus land use framework will be developed with the Steering Committee that focuses in on a preferred growth management approach based on the analysis in Phase 3.



This framework will have only broad categories like areas for municipal growth, open space and natural resource corridors, agriculture, etc.

**Detailed Land Use** – A detailed land use plan will be developed for the entire County, focused on unincorporated areas, detailing areas for the following categories. Total land area will be provided for each use and estimates of potential population/employment will be provided.

- Agriculture
- Open Space
- Public/Institutional uses
- Residential (in a variety of density ranges if desired)
- Business and Commercial
- Industrial

## **Phase 5 - Transportation Plan**

Evaluation of existing transportation systems is a key aspect of planning for future growth in the County. Analysis of transportation systems will address the following:

- Roadway System
- Rail System
- Public Transportation System
- Bike and Trail System

The Transportation Plan will serve as a basis for planning and future improvements to the County's transportation system.

**Steering Committee Meeting** – Teska will meet with the Steering Committee to review and gain input into the findings of Phase 4 and 5.

## **Phase 6 - Key Recommendations**

**Development Regulations** – A review of existing DeWitt County ordinances will be done to evaluate any modifications needed to implement the vision created by the new Comprehensive Plan. This effort will also examine the existing development review process for consistency with County development goals.

**Coordination with Municipalities/Townships** – Partnerships with local municipalities and townships will be essential in achieving the vision outlined in the DeWitt County Comprehensive Plan. Recommendations for intergovernmental cooperation will be provided to address concepts such as boundary agreements between communities and joint planning opportunities along key economic development corridors.

## **Phase 7 - Review and Approval**

1. **Complete Draft Plan** – A complete draft plan will be provided for review by the County. After an initial review by the Steering Committee, the draft plan can be posted to the

County web site for review by interested residents and businesses.

2. **Review with Steering Committee** – The Draft plan will be reviewed with the Steering Committee. Print copies of the draft plan will be provided approximately 2 weeks prior to the meeting to allow committee members adequate time to review the document.
3. **Preliminary Review with Regional Plan Commission and County Board** – The draft plan will be reviewed at a joint meeting between the Regional Plan Commission and the County Board before proceeding with the public hearing. Any recommended changes will be incorporated prior to the public hearing.
4. **Public Open House/Public Hearing** – This session will be held in a central location within the County to facilitate a good dialog on the plan. The Hearing should be conducted by the Regional Plan Commission, with the Steering Committee encouraged to attend and participate in the discussion.
5. **Plan Adoption** – The Steering Committee and Regional Planning Commission will each be requested to make a recommendation to the County Board to adopt the plan with or without modifications based on public input. The County Board will then conduct a final review of the plan and adopted the Comprehensive Plan by ordinance.

Resolution No. \_\_\_\_\_

**RESOLUTION FOR THE  
DELETION OF DEWITT COUNTY ORDINANCE  
§37.04**

( County of DeWitt  
( STATE OF ILLINOIS

WHEREAS, the County of DeWitt has been suffering financial losses from use of the county building by the general public after normal business hours; and

WHEREAS, the Sheriff of DeWitt County is responsible for providing security while citizens are in the county building; and

WHEREAS, maintaining security while citizens use the county building after hours presents staffing problems for the DeWitt County Sheriff; and

WHEREAS, alternative meeting areas exist within DeWitt County for the general public, not-for-profit organizations, and services clubs to meet; and

WHEREAS, the citizens of DeWitt County may still use the building during normal working hours; and

WHEREAS, the DeWitt County Board finds that it is in the best interests of the county to no longer offer use of the county building to the general public after normal business hours.

NOW BE IT DECLARED that the County Board of DeWitt County Illinois declares that section 37.04 of the DeWitt County Code of Ordinances shall be deleted in its entirety.

Pursuant to a roll-call vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays, such vote being a majority of the members of the DeWitt County Board in attendance and such vote having the required majority of members in attendance voting in favor, this resolution is hereby passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

_____ Ritter	_____ Wickenhauser	_____ Ferguson	_____ Reece
_____ Newberg	_____ Perring	_____ Pruser	_____ Redman
_____ Rogers	_____ Nimmo	_____ Tilley	_____ Whitted

County Board Chairman \_\_\_\_\_  
David Newberg

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

County Clerk: \_\_\_\_\_

2017 PUBLIC DEFENDER  
TOTALS

2017							
<i>YEAR START</i>	182	239	45	55	96	43	
<b>OPEN</b>							
	<i>Clients</i>	<i>Cases</i>	<i>CF / MR</i>	<i>CM</i>	<i>TR / DT</i>	<i>JA / JD / J</i>	
JANUARY	31	35	10	9	12	4	
FEBRUARY	19	28	7	3	16	2	
MARCH	43	54	10	13	22	9	
APRIL	25	33	5	4	21	3	
MAY	49	58	22	16	18	2	
JUNE	37	44	8	13	15	8	
JULY	24	32	4	11	11	6	
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
<b>YEAR TOTAL</b>	<b>228</b>	<b>284</b>	<b>66</b>	<b>69</b>	<b>115</b>	<b>34</b>	
<b>CLOSED</b>							
	<i>Clients</i>	<i>Cases</i>	<i>CF / MR</i>	<i>CM</i>	<i>TR / DT</i>	<i>JA / JD / J</i>	
JANUARY	42	49	12	13	19	5	
FEBRUARY	35	42	9	12	20	1	
MARCH	31	45	12	11	15	7	
APRIL	28	32	4	8	15	5	
MAY	35	44	14	12	12	6	
JUNE	27	30	7	8	8	7	
JULY	21	32	10	11	7	4	
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
<b>YEAR TOTAL</b>	<b>249</b>	<b>274</b>	<b>68</b>	<b>75</b>	<b>96</b>	<b>35</b>	