

FINANCE COMMITTEE MINUTES

DATE OF MEETING: September 19, 2017 at 6:01p.m. County Building

MEMBERS PRESENT: Camille Redman – Chair, Cris Rogers, David Newberg, Melonie Tilley, and Terry Ferguson. Also, present Dee Rentmeister, County Administrator. Newberg left at 6:33 p.m.

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Motion by Redman, 2nd by Ferguson to go into executive session at 6:01 p.m. to discuss compensation for animal control administrator/officer position. Voice vote, motion carried.
- Motion by Newberg, 2nd by Tilley to return to regular session at 6:31 p.m. Voice vote, motion carried.
- Motion by Tilley, 2nd by Ferguson to set the wage for animal control administrator/position at \$14.50 per hour. Voice vote with Rogers voting Nay and the rest of committee voting Aye. Motion carried.
- Motion by Ferguson, 2nd by Tilley to approve last month's minutes. Voice vote, motion carried.
- Motion by Tilley, 2nd by Rogers to approve the claims. Voice vote, motion carried.
- Review the 2018 Holiday schedule. Motion by Ferguson, 2nd by Rogers to recommend to the full board to adopt the 2018 Holiday schedule as attached. Voice vote, motion carried.
- Review of the Chastain & Associates agreement for continued engineering services for the septic system project at the marina. Motion by Ferguson, 2nd by Rogers to recommend to the full board to enter into an agreement with Chastain & Associates for continued engineering services for the septic system project at the marina. Voice vote, motion carried.
- Motion by Tilley, 2nd by Ferguson to recreate the job share clerical position in the sheriff/probation department with an hourly rate of \$10.30 per hour. Voice vote, motion carried.
- Reviewed two bids to replace the air controller at the jail. After review and discussion, motion by Tilley, 2nd by Rogers to recommend to the full board to accept the bid from King Lar in the amount of \$19,900 to replace the air controller at the jail. Voice vote, motion carried.
- Reviewed the 708 budget request for 2018. Committee decided to budget for the same dollars as last year. Will possibly review again once a levy rate can be determined.
- Discussion on whether to budget for an assistant engineer in the highway budget. Committee felt that there was no need for this position since it has been vacant for several years. Will not budget.
- Ferguson spoke to the committee about the possibility of locating the zoning office at the highway office. Tilley indicated that she was not for that and felt zoning should remain in the county building.
- Motion by Tilley, 2nd by Ferguson to adjourn at 6:55 p.m.

COMMITTEE ACTION:

Set the wage for animal control administrator/position at \$14.50 per hour.

Approve last month's minutes.

Approve the claims.

Recommend to the full board to adopt the 2018 Holiday schedule as attached.

Recommend to the full board to enter into an agreement with Chastain & Associates for continued engineering services for the septic system project at the marina.

Recreate the job share clerical position in the sheriff/probation department with an hourly rate of \$10.30 per hour.

Recommend to the full board to accept the bid from King Lar in the amount of \$19,900 to replace the air controller at the jail.

RECOMMENDATIONS TO THE FULL BOARD:

Recommend to the full board to adopt the 2018 Holiday schedule as attached.

Recommend to the full board to enter into an agreement with Chastain & Associates for continued engineering services for the septic system project at the marina.

Recommend to the full board to accept the bid from King Lar in the amount of \$19,900 to replace the air controller at the jail.

AGENDA FOR THE FINANCE COMMITTEE

Date and Time of Meeting: September 19, 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. 2018 Holiday schedule
 - d. Agreement for professional services with Chastain for engineering services – septic system
 - e. Recreate job share position in Sheriff/Probation office 10.30
 - f. Replace air controller – jail
 - g. Wage for animal control administrator position
4. Items for Discussion Only (No Action Requested)
5. Executive Session
 - a.
6. Motion to adjourn

Posted: September 14, 2017 at 11:30 a.m.

By: Dee Rentmeister

2018 Holiday Schedule

January 1	New Year's Day	Monday
January 15	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday (Obsvd)	Monday
February 19	Washington's Birthday (Obsvd)	Monday
March 28	Spring Holiday	Friday
May 28	Memorial Day	Monday
July 4	Independence Day	Wednesday
September 3	Labor Day	Monday
October 8	Columbus Day (Obsvd)	Monday
November 12	Veteran's Day	Monday
November 22	Thanksgiving Day	Thursday
November 23	Day following Thanksgiving Day	Friday
December 24	Christmas Eve	Monday
December 25	Christmas Day	Tuesday

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC, (Consultant). Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

AMENDMENTS

This agreement may be amended only in writing by both the Client and Consultant.

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this agreement or 2) Estimated Amount (figured on time and materials basis) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within the time period specified, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach, which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold HLC harmless from claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

TERMINATION

This agreement may be terminated by either party within fifteen days after receiving written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES

Plans, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work.

ESTIMATES OF COST

Estimate of probable project cost that may be provided for herein are to be made on the basis of the Consultants experience and qualifications and represent his best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by him. If the Client wishes greater assurance as to the Cost, he shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISCLOSURE RESOLUTION

The parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter a method jointly agreed upon by both parties.



2017 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
	RANGE		
	From	-	To
Engineers			
Project Principal	\$210.00	-	\$213.00
Senior Project Manager	\$192.00	-	\$199.50
Project Manager II	\$134.40	-	\$150.00
Project Manager I	\$139.50	-	\$139.50
Project Engineer II	\$102.00	-	\$120.00
Project Engineer I	\$99.90	-	\$102.00
Engineer	\$70.20	-	\$85.50
Surveyors			
Chief of Survey	\$108.00	-	\$108.00
Surveyor I	\$86.70	-	\$86.70
Technical			
Senior Technician	\$145.50	-	\$145.50
Tech. IV	\$115.80	-	\$126.00
Technician III	\$105.00	-	\$109.20
Technician II	\$88.50	-	\$98.10
Technician I	\$45.00	-	\$77.70
Office Services and Records			
Administrative	\$46.50	-	\$86.40

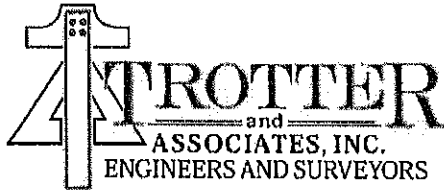
Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost plus 10% for administration and office handling.

Separate charge for Global Positioning System (GPS) survey equipment will be \$42.50 per hour. The use of robotics survey equipment will be invoiced at \$30.00 per hour. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$45.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 53.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

CLIENT Initial _____
TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: Clinton Lake Marina -- Septic System and Leach Field

Project No.: CHA-001

Addendum No.: 1

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

Scope of Services

Chastain and Associates and Trotter and Associates, Inc. entered into a contract for professional engineering services in connection with the design of the Clinton Lake Marina Septic System and Leach Field. It is mutually agreed that Trotter and Associates will provide bidding and construction services for the entire bidding and construction period of the project.

Compensation

Bidding Phase Services. For Bidding Phase services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

Construction Phase Services. For Construction Phase services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

CHASTAIN AND ASSOCIATES, INC.

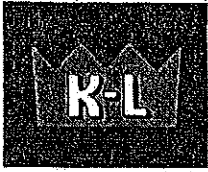
SIGNED:

TITLE

ENGINEER:

TROTTER AND ASSOCIATES, INC.

TITLE



KING-LAR COMPANY



FABRICATORS AND ERECTORS OF CUSTOM-BUILT SHEET METAL WORK

COMMERCIAL & INDUSTRIAL ROOFING • SINCE 1927

LENNOX DEALER • 24 HOUR SERVICE • REFRIGERATION
2020 E. OLIVE STREET • P.O. BOX 317 • DECATUR, IL 62525
(217) 429-2323 • FAX (217) 429-2381

September 18, 2017

DeWitt County
201 West Washington Street
Clinton, Illinois 61727

SUBJECT: AIR HANDLING UNIT NO. 1 – CONTROL WORK

We are pleased to submit the following proposal for your consideration to replace the existing pneumatic control system to an electronic control system as follows:

We will furnish labor and material to disconnect and remove the existing pneumatic controls running air handling unit no. 1 for the jail area only and then furnish and install new PROLON electronic controls, along with three (3) new Belimo actuators.

This system will be set up to run a constant supply temperature, along with static duct pressure sensing the fan speeds to accommodate according to the set points. We will also furnish and install one (1) new economizer control to bring in outdoor air and lock out the condensing unit when the lower outside temperatures allow for it to provide you with free cooling.

Our price for the work listed above is the total sum of \$19,900.00, no tax included.

NOTE: We do not include any overtime in this proposal; all work is to be performed during normal business hours. We also do not include any VAV controls in our pricing. Any work needed beyond the above listed scope will be at an extra charge with prior approval.

Respectfully submitted,

Dave White
Service/Project Manager

Don Hulvey Plumbing, Heating & AC, Inc.
1523 State Route 54 East ~ PO Box 515
Clinton IL 61727
Phone 217-935-6804 ~ FAX 217-935-6249

DeWitt County Maintenance
Attn: Kevin Kemp
201 W. Washington St.
Clinton IL 61727

8/30/2017

The following is for the DeWitt County Jail:

Installation of air controller [at our cost] with 1 year factory warranty & on-site factory
trainer

Includes new electronic actuators for existing dampers

Includes hot water valve actuators

Includes pressure reader for fan speed

Includes economizer controls

\$14,545.00*

*Price does not include on-site labor training of Hulvey Inc. employees

2017 PUBLIC DEFENDER
TOTALS

2017							
YEAR START		182	239	45	55	96	43
OPEN							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
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		25	33	4	11	12	6
AUGUST		36	40	11	6	16	7
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
YEAR TOTAL		265	325	77	75	132	41
CLOSED							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
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		26	41	6	6	27	2
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
YEAR TOTAL		245	315	74	81	123	37