

FINANCE COMMITTEE MINUTES

DATE OF MEETING: November 13, 2018 at 6:03 p.m. County Building

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

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Motion by Newberg, 2nd by Tilley to approve September and October minutes. Voice vote, motion carried.
- Motion by Ferguson, 2nd by Tilley to recommend to the full board to adopt the resolution to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for FY2019. Voice vote, motion carried.
- Discussion on deleting 30.06 in the Code of Ordinances. Meeting times of the county board are addressed in 30.01(c). Motion by Newberg, 2nd by Tilley to recommend to the full board to adopt the resolution for the deletion of 30.06. Voice vote, motion carried.
- Motion by Ferguson, 2nd by Tilley to recommend to the full board to approve the Independent Contractor Agreement for Conflict Public Defender, Kevin Hammer and Steven Jones for FY19. Voice vote, motion carried.
- Travel request for Christine Hasler reviewed. Request is to observe nuclear exercise in Quad Cities on December 3rd and 4th. Associated cost would be one-night lodging and meal reimbursement. Motion by Rogers, 2nd by Tilley to approve travel request for Christine Hasler as presented. Voice vote, motion carried.
- No action on adoption fee policy. Animal Control will charge all individuals/agencies the adoption fees as already set in place.
- Motion by Ferguson, 2nd by Tilley to approve the claims. Voice vote, motion carried.
- Discussion on salary/wages for the EMA Coordinator position and the EMA Assistant Coordinator position for fiscal year 2019. Will leave the budgeted amount for the Coordinator as is in the proposed budget and will increase the budgeted amount for the EMA Assistant Coordinator to \$27,000. This will be acted on at the November 26th budget meeting.
- Ferguson informed the committee that during the security upgrade in the jail some wiring was found inside some conduit that was melted together. This had to be repaired immediately at a cost of \$5600.
- Newberg thanked Rogers for service on this committee and the great job that he did while on the county board. Fellow members also thanked Rogers for his service to the county.
- Motion by Tilley, 2nd by Ferguson to adjourn at 6:41 a.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve the September and October minutes.

Recommend to the full board to adopt the resolution to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for FY2019.

Recommend to the full board to adopt the resolution for the deletion of 30.06.

Recommend to the full board to approve the Independent Contractor Agreement for Conflict Public Defender, Kevin Hammer and Steven Jones for FY19.

Approve travel request for Christine Hasler as presented.

Approve claims.

RECOMMENDATIONS TO THE FULL BOARD:

Recommend to the full board to adopt the resolution to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for FY2019.

Recommend to the full board to adopt the resolution for the deletion of 30.06.

Recommend to the full board to approve the Independent Contractor Agreement for Conflict Public Defender, Kevin Hammer and Steven Jones for FY19.

**AGENDA
FINANCE COMMITTEE**

Date and Time of Meeting: November 13, 2018 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 September and October minutes.
 - b. Approve claims
 - c. Adopt resolution to participate in State's Attorneys Appellate Prosecutor service program
 - d. Delete 30.06 in Code of Ordinances. Addressed in 30.01
 - e. Renew contractual public defender's contract
 - f. Travel request – EMA
 - g. Adoption fee policy
 - h. Revise wages for EMA Coordinator & Assistant Coordinator positions for FY19
4. Items for Discussion Only (No Action Requested)
 - a.
5. Executive Session
 - a.
6. Motion to adjourn

Posted: November 8, 2018 at 9:30 a.m.

By: Dee Rentmeister

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the DeWitt County Board, in regular session, this ____ day of _____, 20__ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED that the DeWitt County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2019, commencing December 1, 2018 and ending November 30, 2019, by hereby appropriating the sum of \$7,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2019.

Passed and adopted by the County Board of DeWitt County, Illinois, this
_____ day of _____, 20__.

Chairman _____

ATTEST: _____
County Clerk

Resolution No. _____

**RESOLUTION FOR THE DELETION
OF
DEWITT COUNTY ORDINANCE § 30.06**

(County of DeWitt
(STATE OF ILLINOIS

WHEREAS, the County Board of DeWitt County must hold meetings to carry out the powers set forth by the Illinois Legislature in the Counties Code, 55 ILCS 5/5-1001 et seq.; and

WHEREAS, the County Board of DeWitt County has previously resolved to meet at 6:00 P.M. on the third Thursday after the first Monday as codified in DeWitt County Ordinance § 30.01(C); and

WHEREAS, DeWitt County Ordinance § 30.06 is duplicative, inaccurate, and potentially misleading.

NOW BE IT DECLARED that the County Board of DeWitt County Illinois deletes the ordinance § 30.06 in the DeWitt County Code of Ordinances.

NOW BE IT ALSO DECLARED that the publishing company contracted by the County of DeWitt shall remove from the printed DeWitt County Code of Ordinances the above deleted ordinance. This change to the current ordinance/ordinances shall take effect immediately.

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 _____, 2018.

_____ 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 _____, 20____

County Clerk: _____

INDEPENDENT CONTRACTOR AGREEMENT
FOR CONFLICT PUBLIC DEFENDER

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into this 15th day of November, 2018, by and between DeWitt County, an Illinois body corporate and politic ("County"), and Kevin Hammer, ("Attorney").

WHEREAS, the County currently employs a full-time public defender to handle qualifying criminal cases, and juvenile delinquency, dependency, abuse, and neglect cases of indigent people, and;

WHEREAS, the need arises, due to conflicts of interest, for the court to appoint counsel for indigent people other than the full-time public defender, and;

WHEREAS, the DeWitt County Board has determined that it is necessary to contract with attorneys licensed to practice law in the State of Illinois to represent indigent people with whom the full-time public defender has a conflict of interest, and;

WHEREAS, Attorney is willing to enter into an agreement with the County to accept the assignment of cases for indigent people with whom the contracted public defender has a conflict of interest.

NOW THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, the County and Attorney, intending to be legally bound, hereby agree as follows:

1. Term: The term of this agreement shall commence on December 1, 2018, and expire, if not earlier terminated hereunder, on November 30, 2019.
2. Compensation: Beginning on before December 31, 2018, and continuing each and every month thereafter prior to the last day of the month, concluding on or before November 30, 2019, the County shall pay to Attorney the sum of Two Thousand Dollars (\$2,000.00) for services rendered hereunder for a total of Twenty-Four Thousand Dollars (\$24,000.00). Attorney shall be responsible for payment/withholding of any taxes due and owing as a result of compensation earned under this Agreement. Attorney shall be entitled to no other compensation or benefits by or from the County including, but not limited to health, dental, or vision insurance or retirement contributions.
3. Services: Beginning with the commencement of this Agreement and continuing through its expiration, Attorney will serve as a Conflict Public Defender for indigent people charged with qualifying criminal charges, juvenile delinquency charges, and juveniles or their parents/guardians alleged as respondents in juvenile dependency, abuse, and neglect cases in the DeWitt County Circuit Court ("Court"). The determination of whether a conflict exists requiring the services of Attorney will rest in the sole discretion of the full-time public defender subject to approval by the Court.

4. Termination: At any time, upon thirty (30) days written notice to Attorney, the County may terminate this agreement without cause. If such a termination should occur, the Attorney shall be compensated on a pro-rated basis pursuant to the terms set forth in paragraph 2 above. At any time, upon thirty (30) days written notice to County, the Attorney may terminate this agreement without cause, provided however, that Attorney may not terminate this agreement if any client then represented would be unduly prejudiced. Attorney shall also be required to follow any and all Illinois Supreme Court rules and local rules of the Sixth Judicial Circuit for withdrawing from representation of a client. Attorney shall relinquish a full copy of all case files to the full-time Public Defender as requested by the County.

5. Independent Contractor Status: Nothing in this Agreement or in the course of dealings between the County and Attorney shall be deemed to create between the parties hereto (including their respective officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than that of independent contractors with respect to each other.

6. Malpractice Insurance: Attorney shall be required to keep in full force and effect malpractice insurance covering services rendered hereunder in an amount not less than \$100,000.00 per claim, proof of which shall be tendered to the County upon request.

7. Indemnity: Attorney hereby agrees to indemnify and hold harmless the County, all Board Members, employees and/or agents thereof appointed and/or elected, against any and all losses, neglect, claims, and/or lawsuits to which the County may be subject arising out of Attorney's representation of any client under this Agreement. Attorney further agrees to reimburse the County for all legal and other expenses, including reasonable attorney fees incurred in investigating, defending or settling any such losses.

8. Governing Law: This Agreement shall be interpreted according to the laws of the State of Illinois.

9. Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.

IN WITNESS WHEREOF, parties have caused this Agreement to be duly executed in the City of Clinton, County of DeWitt, State of Illinois as of the date first set forth above.

The County of DeWitt:

Attorney:

By: _____

By: _____

Attest: _____

Dana Smith, County Clerk

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The County of DeWitt:

Attorney:

By: _____

By: _____

Attest: _____

Dana Smith, County Clerk

TRAVEL EXPENSE REIMBURSEMENT FORM

Name and Job Title: Christine Hasler

Department/Office: DeWitt County/Clinton EMA

Dates: 12/3/18-12/4/18

Nature of travel: Quad Cities nuclear exercise observation/preparation for spring exercise

Meals Total: 4

Lodging Total: 1 night

Mileage Total: N/A

Registration: N/A

ATTACH ALL RECEIPTS AND MILEAGE DOCUMENTATION

Date approved: 11-13-18

Your reservation is in 25 days.

Priceline Trip Number: 158-250-184-22

Confirmation emailed to: chasler@dewittcountyill.com

Motel 6 Moline



Check-in: **Mon Dec 3, 2018 - After 15:00**

Check-out: **Tue Dec 4, 2018 - 11:00**

Address: 2501 52nd Avenue, Moline , IL , United States

Phone number: +1 614-601-4063

Number of rooms: 1 room

Reservation name: Christine Hasler
Sleeps Up To 2 Adults

Confirmation number: 2034867340 (PIncode: 2795)

Amenities: **P** Free Parking
Paw Pet Friendly
No Smoking Non-Smoking
Handicap Handicap Accessible

Room type: Queen Room - Non-Smoking - This double room features air conditioning, free WiFi access, and cable TV.

Hotels may charge for additional guests.

Important Information

Your reservation may be eligible for cancellation .

Credit card required The reservation holder must present a valid photo ID and credit card at check-in. The credit card is required for any additional hotel specific service fees or incidental charges or fees that may be charged by the hotel to the customer at checkout. These charges may be mandatory (e.g., resort fees) or optional (parking, phone calls or minibar charges) and are not included in the room rate.

Additional check-in information If you don't check-in to the hotel on the first day of your reservation and you do not alert the hotel in advance, the hotel reserves the right to cancel your reservation and may charge you a penalty.

Additional information Guests must be 21 years of age to check in at this property. Guests are required to show a photo identification and credit card upon check-in. Please note that all Special Requests are subject to availability and additional charges may apply.

Pre-pay policy No deposit will be charged.

Additional policy WiFi is available in all areas and charges are applicable. Free public parking is possible on site (reservation is not needed). Pets are allowed. No extra charges.

Refund and Cancellation Policy Good news! This reservation qualifies for free cancellation up until 11:59 PM local hotel time on Saturday, December 1, 2018. If cancelled or modified up to 1 day before the date of arrival, no fee will be charged. If cancelled or modified later or in case of no-show, 100 percent of the first night will be charged.

Child policy

Summary of Charges / Receipt

Total cost: \$39.54

Reserved On: Nov 8, 2018

Reserved with: Visa (5259)

Billing name: Christine Hasler

Room price: \$34.99 avg./night

Number of rooms: 1 room

Number of nights: 1 night

Room subtotal: \$34.99

Taxes: \$4.55

You pay today: \$0.00

Total cost: \$39.54

Prices are in USD.

The hotel will determine the final total and bill you at the time of your stay

This itinerary including Summary of Charges is your official receipt.

Need Help?

Show contact methods

2018 PUBLIC DEFENDER
TOTALS

2018							
YEAR START		221	314	52	51	159	52
OPEN							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
JANUARY		36	50	9	7	27	7
FEBRUARY		21	29	7	3	17	2
MARCH		40	47	16	7	16	8
APRIL		28	32	5	9	11	7
MAY		33	42	11	8	21	2
JUNE		35	41	8	11	18	4
JULY		27	34	11	3	16	4
AUGUST		51	59	15	19	25	0
SEPTEMBER		37	42	11	8	22	1
OCTOBER		40	51	8	11	30	2
NOVEMBER							
DECEMBER							
YEAR TOTAL		348	427	101	86	203	37
CLOSED							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
JANUARY		58	79	10	20	38	11
FEBRUARY		29	39	8	9	13	9
MARCH		18	25	5	4	13	3
APRIL		28	32	7	6	12	7
MAY		26	36	11	7	14	4
JUNE		20	23	3	3	11	6
JULY		28	39	5	5	25	4
AUGUST		33	40	10	6	18	6
SEPTEMBER		27	46	9	4	30	3
OCTOBER		52	63	17	15	29	2
NOVEMBER							
DECEMBER							
YEAR TOTAL		319	422	85	79	203	55