

PROPERTY COMMITTEE MINUTES

DATE OF MEETING: February 4, 2021 at 7:00 a.m. County Building

MEMBERS PRESENT: David Newberg – Chair, Christy Pruser, Dan Matthews, Jamie Prestegaard, and Megan Myers. Also, present, Kevin Kemp Maintenance Supervisor and Dee Rentmeister, County Administrator.

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Motion by Pruser, 2nd by Myers to approve last month's minutes. Roll call vote – Newberg – yes, Pruser – yes, Mathews – yes, Prestegaard -yes, Myers – yes. Motion carried.
- Motion by Matthews, 2nd by Prestegaard to approve and release the January 8, 2020 executive session minutes (attached). Roll call vote – Newberg – yes, Pruser – yes, Mathews – yes, Prestegaard -yes, Myers – yes. Motion carried.
- Committee reviewed the agreement for professional services from Chastain & Associates for the sheriff's parking lot project. Cost is \$18,900.00. Myers indicated that she would be abstaining due to her husband working for Chastain & Associates. Motion by Matthews, 2nd by Pruser to recommend to the full board to enter into an agreement for professional services with Chastain & Associates for the sheriff's parking lot project. Roll call vote – Newberg – yes, Pruser – yes, Mathews – yes, Prestegaard -yes, Myers – abstain. Motion carried.
- Kevin informed the committee that the condensing unit in the UPS room located within the dispatch area needs to be replaced. Received two bids as follows:
 - Riva Plumbing Heating & Air Conditioning - \$4400.00
 - King Lar - \$6200.00Motion by Matthews, 2nd by Prestegaard to accept the bid from Riva Plumbing Heating & Air Conditioning in the amount of \$4400.00 to replace the condensing unit in the UPS room located within the dispatch area. Roll call vote – Newberg – yes, Pruser – yes, Mathews – yes, Prestegaard -yes, Myers – yes. Motion carried.
- Kevin informed the committee that the UPS unit in master control is not operating correctly so he is having the preventative maintenance performed now instead of waiting.
- Kevin explained that when the jail suffered a power surge in December it was discovered that there was not a surge protector in place. Received a bid from Kinder Electric for \$9917.00 and a bid from Sessions Electric for \$2840.74 to install a surge protector in the main service. Motion by Pruser, 2nd by Myers to accept the bid from Sessions Electric to install a surge protector in the main service at the jail for \$2840.74. Roll call vote – Newberg – yes, Pruser – yes, Mathews – yes, Prestegaard - yes, Myers – yes. Motion carried.
- Motion by Pruser, 2nd by Matthews to approve the claims. Roll call vote – Newberg – yes, Pruser – yes, Mathews – yes, Prestegaard -yes, Myers – yes. Motion carried.
- Project updates:
 - Working on a remodel project in the sheriff's secretary's area.
 - Roof replacement on the county building is complete.
 - Glass barriers have been installed in both courtrooms.
- Motion by Pruser, 2nd by Prestegaard to adjourn at 7:36 a.m. Roll call vote – Newberg – yes, Pruser – yes, Mathews – yes, Prestegaard -yes, Myers – yes. Motion carried.

COMMITTEE ACTION:

Approve last month's minutes.

Approve and release the January 8, 2020 executive session minutes.

Recommend to the full board to enter into an agreement for professional services with Chastain & Associates for the sheriff's parking lot project.

Accept the bid from Riva Plumbing Heating & Air Conditioning in the amount of \$4400.00 to replace the condensing unit in the UPS room located within the dispatch area.

Accept the bid from Sessions Electric to install a surge protector in the main service at the jail for \$2840.74.

Approve the claims.

RECOMMENDATIONS TO THE FULL BOARD:

Recommend to the full board to enter into an agreement for professional services with Chastain & Associates for the sheriff's parking lot project.

DATE OF NEXT MEETING: March 4, 2021 at 7:00 a.m.

**AGENDA FOR THE
PROPERTY COMMITTEE**

Date and Time of Meeting: February 4, 2021 at 7:00 a.m. Location: County Building

1. Call Meeting to Order
2. Persons Wishing to Address the Committee/Public Comment (If requesting action, also list below in section three).
3. Items for Discussion and Possible Action
 - a. Approve bills
 - b. Approve last month's minutes
 - c. Approve 1-8-2020 closed session minutes
 - d. Professional service agreement with Chastain for sheriff parking lot project
 - e. Replace condensing unit in dispatch UPS room
 - f. UPS service contracts
 - g. Surge protection in jail
4. Closed Session
5. Items for Discussion Only (No Action Requested)
 - a. Project updates
 - b.
 - c.
6. Motion to adjourn.

Posted: January 29, 2021 at 2:25 p.m.

By: Dee Dee Rentmeister

EXECUTIVE SESSION
PROPERTY COMMITTEE

MEMBERS PRESENT: Nimmo, Reece, Pruser and Matthews. Also, present Newberg.

DATE OF MEETING: January 8, 2020 at 7:21 a.m.

SUMMARY OF DISCUSSION:

Committee members conducted a performance evaluation on Kevin Kemp, maintenance supervisor.

Once evaluation was complete, they reviewed the evaluation with Kevin.

Motion by Pruser, 2nd by Matthews to return regular session at 7:35 a.m.

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) is invoicing 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:

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. 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 \$200.00 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 58.0 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

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 30 days of invoice issuance, 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 Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, 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

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their 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 them. If the Client wishes greater assurance as to the Cost, they 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.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.

C. Bid Assistance \$3,000.00

1. Assistance in the preparation of bid documents, advertisement, bid questions, bid opening, bid analyzation, attend board meeting(s), bid recommendation, contract preparation, and notice to proceed.
 - a. Newspaper publication fees not included in cost.

D. Construction Assistance \$6,000.00

1. Assumes preconstruction meeting, multiple site visits during construction for subgrade review and concrete pours, construction questions, pay application preparation/review, certified payroll review, and final walk thru.

E. Construction Staking \$2,700.00

1. Assumes four site visits in order to layout pavement, curb, and sidewalk items. Cost also includes time to prepare staking plans.

F. Overall Total Scope of Services: \$18,900.00

G. Items not included in the scope of work that can be included for an additional fee:

1. Land Disturbance and IEPA Permitting
2. Full Site Topographic Survey
 - a. Or additional areas outside of area listed in Item A.1
3. Soil Borings
4. Record as-built drawings

Kevin Kemp

From: Riva Plumbing Heating & Air Conditioning <quickbooks@notification.intuit.com>
Sent: Wednesday, January 27, 2021 10:32 AM
To: Kevin Kemp
Subject: Estimate #038 from Riva Plumbing Heating & Air Conditioning

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Riva Plumbing Heating & Air Conditioning

----- Estimate -----

4572 Greenwood St
Lane, IL 61750 US
217-871-0965

Estimate #: #038
Date: 08/04/2020
Exp. Date: \$4,400.00

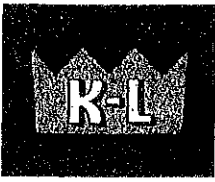
Address:

DeWitt County Maintenance
201 W Washington St
Clinton, Il 61727

Date	Service	Description	Qty	Rate	Amount
08/04/2020	**ESTIMATE	Prices and items included in this estimate are not final and may be subject to change	1	4,400.00	4,400.00

Total: \$4,400.00

This estimate does not include the following, carpentry work, roof work, or removal of the ceiling cartridge.
This estimate is for the installation of a low ambient mini-split a/c unit for the UPS room. The unit will be wall mounted in the room, the rooftop unit will be mounted as the current rooftop unit is. This price includes the new lineset, communication wire and the installation of the new



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

February 3, 2021

DeWitt County Courthouse

201 W. Washington St.

Clinton, IL. 61727

Job: SERVER ROOM - Mini Split

1. Set a new 3 ton DAIKIN condensing unit cooling only on the roof
2. Flash pitch pocket on roof for the new line set
3. Mount a new DAIKIN head on the wall above the door way
4. Tie into the existing drain line and electrical
5. Disconnect and remove the old condensing unit
6. Will leave the old existing ceiling cassette in place
7. Start up new unit and check operation.

Our price for the work listed above is the sum of \$6,200.00, no tax included

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dave White'.

Dave White

KING-LAR Company

SESSIONS ELECTRIC LLC

601 WEST LEANDER ST
CLINTON, IL 61727

Estimate

Date	Estimate #
1/15/2021	343

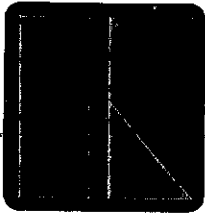
217-935-2680 OFFICE
217-935-2282 FAX

Name / Address
DEWITT COUNTY MAINTAINCE DEPT
% KEVIN KEMP
201 WEST WASHINGTON ST
CLINTON, IL 61727

Qty	FEET/ INCH...	Description	Total
		TO INSTALL SURGE PROTECTOR IN MAIN SERVICE	
1		MATERIAL	2,240.74
1		LABOR	600.00

ESTIMATE GOOD FOR 30 DAYS

Total \$2,840.74



Kinder COMPANY

308 South Sherman • P.O. Box 678 • Clinton, Illinois 61727

Phone: 217-935-5178 • Fax: 217-935-9049

Estimate

January 8, 2021

Dewitt County Maintenance
201 West Washington St.
Clinton, IL 61727

Re: Jail
Authority: Kevin Kemp
Copy: Surge Protector
RO: None At This Time

Job # 1 Installation of Square-D SSP04EMA24 surge protection device in mechanical closet on north side of jail.

Labor & Materials Total \$ 9,917.21

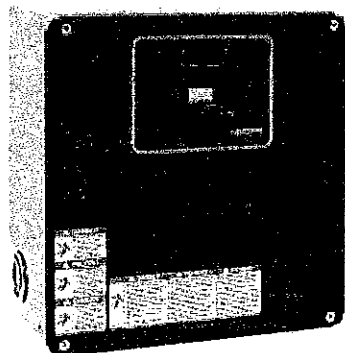
Please note that this is only an estimate for your records. No payment is due until job is complete.

Labor & Materials Total As Stated Above

Product availability : Stock - Normally stocked in distribution facility



Price** : 7,576.71 USD



Main

Product	Surge protection device
Range	SurgeLogic
Device Short Name	EMA

Complementary

Surge Current	240 kA
Voltage Rating	480Y/277 V AC
Number of Phases	3 phase
Wiring Configuration	4-wire
Connection	Lugs AWG 10...AWG 2 copper 35.40 lbf.in (4 N.m)
MCOV	320 V
Nominal Discharge Current	20 kA
SCCR	200 kA
Local Signalling	Status LED green per phase normal operation Status LED red per phase fault
Provided Equipment	Alarm enable/disable switch Surge counter Dry contacts
Device Mounting	Surface
Height	11.42 in (290 mm)
Width	11.02 in (280 mm)
Depth	5.31 in (135 mm)

Environment

Enclosure Rating	NEMA 1
Enclosure Material	grey painted sheet steel

Standards	CSA C22.2 No 8 UL 1449:ed. 4 UL 1283:ed. 5
Ambient Operating	149 °F (65 °C)

Ordering and shipping details

Category	08464 - SURGE PROTECTION EMA
Discount Schedule	DE1B
GTIN	00785901991489
Package weight(Lbs)	7.22 kg (15.91 lb(US))
Returnability	Yes
Country of origin	MX

Offer Sustainability

REACH Regulation	REACH Declaration
EU RoHS Directive	Compliant EU RoHS Declaration
Mercury free	Yes
RoHS exemption information	Yes
China RoHS Regulation	China RoHS declaration Product out of China RoHS scope. Substance declaration for your information.