

FINANCE COMMITTEE MINUTES
Virtual Meeting

DATE OF MEETING: January 19, 2021 at 5:11 p.m. County Building

MEMBERS PRESENT: Melonie Tilley – Chair via Zoom, David Newberg - present, Terry Ferguson - present, Dan Matthews via Zoom, and Nate Ennis via Zoom. Also, present Dee Rentmeister, County Administrator.

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Motion by Ennis, 2nd by Matthews to approve last month's minutes. Tilley called roll: Ennis – Aye, Ferguson – Aye, Newberg – Aye, and Matthews – Aye. Motion carried.
- Motion by Newberg, 2nd by Ferguson to approve the claims. Tilley called roll: Ennis – Aye, Ferguson – Aye, Newberg – Aye, and Matthews – Aye. Motion carried.
- Motion by Ferguson, 2nd by Matthews to approve the closed session minutes (attached). Tilley called roll: Ennis – Aye, Ferguson – Aye, Newberg – Aye, and Matthews – Aye. Motion carried.
- Discussion on entering into a contract with Matt Swaney Creative to take over hosting and managing the county website due to the current hosting company retiring. The contract calls for \$500 setup/transfer fee and then \$780 if paid annually or \$70 per month. Discussion among members about updating the website, possibly hosting, and updating the site inhouse. Also discussed having a subcommittee look into possibilities with the website along with other IT services and bring forward during the next budget cycle. Motion by Matthews, 2nd by Ennis to recommend to the full board to enter into a contract with Matt Swaney Creative to host and update the county's website. (Attached) Tilley called roll: Ennis – Aye, Ferguson – Aye, Newberg – Aye, and Matthews – Aye. Motion carried.
- Tilley asked if anyone present wanted to speak to the committee. There was none.
- Ferguson informed the committee that the 4th quarter check from Area Disposal was received in the amount of \$273,363.30. This included an additional \$11,306.88 that they found to have underpaid the county in 2018.
- Motion by Ennis, 2nd by Ferguson to adjourn at 5:33 p.m. Tilley called roll: Ennis – Aye, Ferguson – Aye, Newberg – Aye, and Matthews – Aye. Motion carried.

COMMITTEE ACTION:

Approve last month's minutes.

Approve the claims.

Recommend to the full board to enter into a contract with Matt Swaney Creative to host and update the county's website.

RECOMMENDATIONS TO FULL BOARD:

Recommend to the full board to enter into a contract with Matt Swaney Creative to host and update the county's website.

DATE OF NEXT MEETING: February 16, 2021 at 5:00 p.m.

AGENDA
FINANCE COMMITTEE
Virtual Meeting

Date and Time of Meeting: January 19, 2021 at 5:00 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.
 - b.
3. Items for Discussion and Possible Action
 - a. Approve last month's minutes
 - b. Approve claims
 - c. Approve various closed session minutes
 - d. Website management
 - e.
 - f.
 - g.
 - h.
4. Items for Discussion Only (No Action Requested)
 - a.
 - b.
5. Executive Session
 - a.
6. Motion to adjourn

Posted: January 13, 2021 at 4:20 p.m.
By: Dee Dee Rentmeister

Join Zoom Meeting

<https://zoom.us/j/4327127633?pwd=RIZoc3Q1YVFiWjIvVVBNODRjaUJFZz09>

Meeting ID: 432 712 7633

Passcode: 7G4RfQ

One tap mobile

+13126266799,,4327127633#,,,,*916633# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 432 712 7633

Passcode: 916633

Find your local number: <https://zoom.us/u/adfvARzBZl>

FINANCE COMMITTEE
EXECUTIVE SESSION MINUTES

DATE OF MEETING: May 18, 2010 at 7:42 p.m.

MEMBERS PRESENT: Taylor, Tilley, Young and Bray. Also, present State's Attorney Dick Koritz, board member Dennis Rich and Treasurer Christy Long.

SUMMARY OF DISCUSSION:

The State's Attorney informed the committee of a lawsuit – Spencer vs. Long – that was filed. Mr. Spencer filed a lawsuit against the Treasurer regarding tax levies. The lawsuit says that there is more than 2 times the anticipated expenditures. Alleges that there is too much money in reserves with no plan.

Lawsuit indicates that the county bridge fund is too high. The County Engineer has a plan in place for the monies/projects. The county has the money on the front side to pay for the projects once completed with no need to borrow to pay for projects while waiting on tax dollars.

Lawsuit also indicates there is too much money in the liability fund. Currently have 3 cases under the self-funded plan with potential expenses of over \$300,000 each.

The State's Attorney suggests in future budgets to have a plan for the money as part of the budget.

Technical violation with the corporate fund. County records show how the \$.27 is dispersed to various budgets.

Motion on file to dismiss the lawsuit as untimely – a tax objection was not filed prior to the lawsuit.

Motion by Tilley, 2nd by Taylor to return to regular session at 8:10 p.m.

Finance Committee

Executive Session

Date of Meeting: November 20, 2012 at 8:10 p.m.

Members Present: Tilley, Redman, Ferguson, Evans and Chairman Young

Summary of Discussion:

Brought committee up to date on the lawsuit concerning Connie Fralick. Young informed the committee that Ms. Fralick's attorney's first settlement offer was \$180,000 and we countered with \$40,000. Their second counter offer was \$145,000. Our attorney did not want to counter offer their second offer. The Judge has asked both parties if they would be interested in ex parte mediation. This mediation would involve the Judge hearing the facts and issues from each side individually and working with both sides to come to an agreement. This would save on attorney costs. Karin Anderson, the County's attorney, has indicated that attorney costs alone if this goes to trial could be around \$90,000. Will proceed with the mediation.

Motion by Ferguson, 2nd by Evans to return to regular session at 8:20 p.m.

Finance Committee Meeting - Executive Session

Date of Meeting: September 20, 2016 at 7:14 p.m.

Members Present: Newberg, Ferguson, Rogers, Tilley and Chair Redman. Dee Rentmeister, County Administrator also present.

Summary of Discussion:

Rentmeister brought the committee up to date on the current labor negotiations with AFSCME and FOP.

There may be a possibility that the corrections unit may accept a wage freeze in exchange for a guarantee of no layoffs for one year. Committee had no problem with pursuing this with the corrections unit. Deputies and Dispatch are seeking a one year contract with 2% increase. This was acceptable to the committee also.

The highway union – AFSCME – presented a new proposal. They are asking for a 4% increase each year for three years. They are also seeking to increase the clothing allowance from \$500 to \$650 and they want no increase in their contribution to health insurance for three years.

The county's initial proposal with AFSCME was a one year contract with a 2% wage increase, change the clothing allowance to a \$500 clothing reimbursement with receipts and any increase in health insurance contributions would be the same as all other county employees.

Committee was not agreeable to any of the items that the highway union presented. Will be seeking the assistance of a mediator.

Motion by Tilley, 2nd by Newberg to return to regular session at 7:27 p.m.

Executive Session
Finance Committee Meeting

Date of Meeting: February 21, 2017 at 6:31 p.m. DeWitt County Building

Members Present: Newberg, Rogers, Tilley, Ferguson, and Chair Redman

Summary of Discussion:

Dan Markwell, State's Attorney, informed committee that the taxing districts potentially have an agreement with Exelon over the assessed value of the Clinton Power Station and the appeals that have been filed with PTAB since 2011. The attorney's have filed with PTAB to dismiss.

The agreement calls for an assessed value of \$217,000,000 for 5 years – ending in 2020 (payable 2021 year) with a tax payment of no more than the taxes paid in 2016 for the 2015 tax year. This agreement would also mean that there will be no payment back to Exelon for the tax years 2011 thru 2015 for the disputed assessment values.

Dan Markwell informed the committee that his department's budget had decreased \$17,000 over the last 4 years. His first assistant will be retiring at the end of this month. His intent is to move his second assistant to first assistant with a pay raise. He will not be asking for any increase in his budget. The going rate for a first assistant is \$60,000 to \$65,000. He may bring in a part time attorney two days a week to assist with traffic causes but would not require any revisions to this budget.

Dan indicated that he is of the mindset that raises are not automatic and did not give raises to two staff members December 1. He may give a raise to the Victim Witness Coordinator later and this would come from his state's attorney budget. Would like to see in the future the Victim Witness budget and the State's Attorney budget combined into one.

Motion by Tilley, 2nd by Rogers to return to regular session at 6:52 pm.

Executive Session
Finance Committee

Date of Meeting: June 19, 2017 at 6:43 p.m. County Building

Members Present: Rogers, Newberg, Tilley, Ferguson and Chair Redman. Also present Dan Markwell, State's Attorney

Summary of Discussion:

- Markwell informed committee that Henry Johnson, a federal inmate, has filed 3 suits against the county. These suits are very expensive due to being filed in federal court. The suits are : being issued used/dirty underwear; being exposed to paint fumes; and retaliation against him by moving him to Macon County.
- The underwear case has had summary judgment filed and would have an estimated cost of \$49,000 to go to trial
- The paint fume case would not go to summary judgment but straight to trial and would have an estimated cost of \$63,000
- The transfer case would have an estimate of \$27,000 for summary judgment and another \$75,000 for trial.
- At this time the county's attorneys would like to resolve all three of these cases. Would need authorization for the State's Attorney to act on our behalf. Would like authority to settle each claim for up to \$10,000 each. Would need full board authorization.
- Update on the Terry Hoffman lawsuit. Board members may be contact for sworn statements.
- Motion by Tilley, 2nd by Newberg to return to regular session at 6:56 p.m.

FINANCE COMMITTEE
EXECUTIVE SESSION MINUTES

DATE OF MEETING: September 11, 2017 at 6:22 P.M.

SUMMARY OF DISCUSSION:

Patrol division has requested to meet with the county without our attorney or the FOP rep. to see if an agreement can be made.

Asking for a two-year contract with 2% increase on 12-1-17 and another 2% increase on 6-1-18 the first year and then 1.5% on 12-1-18 and another 1.5% on 6-1-19 for the second year.

New hire concessions to include no sick time buy back and no vacation payout over 80 hours.

Issue with a non-union person going to a union position. No benefits would transfer over.

Motion by Tilley, 2nd by Newberg to return to regular session at 6:47 p.m.

Finance Committee
Executive Session

Date of Meeting: September 19, 2017 at 6:01 p.m.

Members Present: Rogers, Ferguson, Newberg, Tilley and Redman. Also present Dan Markwell, State's Attorney.

Summary of discussion:

Purpose of meeting is to determine an hourly rate of pay for the Animal Control Administrator/officer position.

Rogers indicated that public safety committee met and discussed with Ms. Kinney, the current interim administrator/officer what wage she wanted to continue on as the permanent administrator/officer. She is asking for annual salary of \$37,500. Ms. Kinney is performing quite well. Public safety recommended a wage range of \$14.50 to \$17.00

Rogers asked committee to consider starting out at \$16.00/hour and then increasing to \$17.00/hour after either six months or one year.

Newberg stated that the committee's job was to set a wage for the position not the person. Ms. Kinney's wage was raised to \$14.50 once promoted to the interim administrator/officer position.

Continued discussion on the wage and what other counties of similar size pay. Also discussed how the committee lowered the wage for the circuit clerk when a new person was coming into that position.

Also discussed if the wage would automatically increase 12-1-17 or after the probationary period.

Motion by Newberg, 2nd by Tilley to return to regular session at 6:31 p.m.

Finance Committee
Executive Session

Date of Meeting: September 26, 2017 at 6:07 p.m.

Members Present: Tilley, Newberg, Ferguson and Redman

Summary of Discussion:

Patrol has tentatively agreed to a two year contract with 2% wage increase on 12-1-17; 2% increase on 6-1-18 and 1.5% wage increase on 12-1-18 and 1.5% increase on 6-1-19.

Also, tentatively agreed to no sick time buy back for new hires effective 12-17.

Original request concerning compensatory time will remain as is.

Losing vacation time over 80 hours for new hires was not agreed to. This item will remain as currently addressed in contract.

Motion by Tilley, 2nd by Ferguson to return to regular session at 6:12 p.m.

Executive Session
Finance Committee

Date of Meeting: May 21, 2018 at 5:34 p.m. until 5:39 p.m. County Building

Members Present: Redman, Newberg, Tilley, Ferguson and Rogers. Also, Dan Markwell, State's Attorney and board member Lance Reece.

Summary of Discussion:

Committee discussion wages for the upcoming term for the Sheriff. Proposal calls for an initial reduction in the current wage paid to the sheriff.

Proposal as follows:

FY19 - \$76500; FY20 - \$76500; FY21 - \$78000 and FY22 - \$79500. \$1500 for public safety director salary per year.

The reason for the freeze on the second year was to get the sheriff's wages closer to what other counties our size is paid.

Discussed proposal for wages for the upcoming term for the County Clerk and Treasurer.

FY19 - \$63000; FY20 - \$64000; FY21 - \$65000 and FY22 - \$66000 with no additional stipends/wages.

This follows what was done for the Circuit Clerk with \$1000 per year increase.

Motion by Tilley, 2nd by Ferguson to return to regular session at 5:39 p.m.

Executive Session
Finance Committee Meeting

Date of Meeting: February 18, 2020 at 6:17 p.m. DeWitt County Building

Members Present: Newberg, Reece, Tilley, Ferguson, and Chair Redman

Summary of Discussion:

Discussion on compensation for Mike Bradford to perform zoning inspections for 45-60 days until a zoning officer is hired. He is asking for \$30.00 per hour along with mileage. Would begin work on March 2, 2020.

Discussed compensation for Dee Rentmeister, County Administrator, to perform zoning duties until someone is hired. She is asking for \$750 every two weeks. This would be reduced once someone was hired during training period.

Motion by Tilley, 2nd by Ferguson to return to regular session at 6:26 p.m.

MATT SWANEY CREATIVE

P.O. BOX 911 | NORMAL, ILLINOIS | 61761-0911 | 309-287-9772 | MATT@MATTSWANEY.COM

WEB SERVICE CONTRACT

This agreement made this the ____ day of _____, 2021, between _____, hereafter known as customer, and Matt Swaney Creative.

Matt Swaney Creative agrees to design, host and maintain a website for customer to include: Initial Consultation, Layout, design, 20 Image scans/clean-up, Sample Page, Search Engine submission, HTML coding, Meta tag placement, Up to 5 pop e-mail accounts, Traffic statistics, One-hour monthly maintenance, support or consultation, Domain name registration, and Website Hosting.

Customer agrees to supply content for said website, including but not limited to text, pictures, and link preferences. In order to qualify for the included one-hour maintenance, customer must supply any and all applicable materials, text, photos, or information to Matt Swaney Creative at least seven days prior to due date or be subject to an hourly fee of \$45.00 per hour. Any time spent by Matt Swaney Creative over and above the included one hour shall be billed at \$45.00 per hour. All content, development work, and domain names remain the sole property of the customer.

TRANSFER AND SET UP

Customer agrees to compensate Matt Swaney Creative a one-time transfer and set-up fee in the amount of \$500.00 for services rendered. To be paid: \$250.00 at time of contract signing, and \$250.00 upon service transfer and upload/activation of site.

Customer hereby agrees to a one-year term of contract for maintenance, update and hosting of website in the amount of \$840.00 to be paid in monthly installments of \$70.00, or a yearly payment of \$780.00, effective upon upload/activation of website. If website is not uploaded/activated within 60 days from contract signing, monthly billing will begin.

An additional fees and bandwidth charges may apply in addition to this contract if media content (audio or video) is streamed live or hosted through Matt Swaney Creative. These charges shall be agreed upon before services are initiated and will be on a case-by-case basis.

BILLING

All invoices are payable upon receipt. A late fee of \$25.00 will be added to all amounts due after 30 days per billing cycle. All legal costs towards recovery of amounts due for services including attorney fees and collection charges will be the responsibility of the customer. Customer must pay an additional fee of \$35.00, for any checks returned for non-sufficient funds, closed accounts or any other reason check becomes invalid.

This contract will automatically renew for successive twelve (12) month periods, for the life of the contract until canceled in writing at least 30 days prior to end of contract year.

CANCELLATION

If the customer wishes to cancel Matt Swaney Creative services within thirty (30) days of website upload/activation, they shall be able to do so for any reason and have one-half the set-up fee promptly refunded and not be subject to any future billing. No fees will be refunded if cancelled prior to upload/activation.

After the first 30 days of the contract, customer may cancel their account by submitting a request in writing, a minimum of 30 days in advance of proposed cancellation date. The account will be closed at the end of the current billing cycle. Customer remains responsible for any payments due within the billing cycle prior to final cancellation date. Final payment will not be prorated nor will any prepaid funds be refunded.

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PROHIBITED CONTENT AND ACTIVITY

Customer understands that Matt Swaney Creative reserves the right to terminate the account at any time for failure to abide by the terms of this agreement or failure to pay any fees or charges when due.

All Internet services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data, or material in violation of any United States Federal, State, or City Law is prohibited. This includes, but is not limited to copyrighted material, material we judge to be threatening or obscene or material protected by trade secret or other statute. The Customer agrees to indemnify and hold Matt Swaney Creative harmless from any claims resulting from the use of the service which damages the customer or any other party, and in any legal action which arises as a result of your use of our services without limitation or exception.

Pornography, nudity, and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

Any site selling or promoting bulk e-mail services or software is forbidden. Customers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, or mail bombs. Customer's domain may not be referenced as originator, intermediary, or reply-to address in any of the above. Matt Swaney Creative considers spam to be any unsolicited commercial e-mail, or unsolicited bulk e-mail in the mediums of Newsgroups, E-mail, and Fax. If customer is found to have spammed, Matt Swaney Creative will immediately, without warning, disable your domain. As such, any violation will result in immediate deactivation without refund.

WAIVERS

Matt Swaney Creative is not responsible for misdirected e-mail, or loss of data resulting from electronic delays, non-deliveries or service interruptions by any cause or errors.

Any attempts to undermine or cause harm to any server are strictly prohibited.

Matt Swaney Creative reserves the right to refuse or cancel service at our sole discretion for any violation of this contract.

Matt Swaney Creative shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Customer or Matt Swaney Creative' server. Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

Customer agrees not to hold Matt Swaney Creative liable for any losses incurred by the customer for business or other activities conducted on the Internet.

Matt Swaney Creative may use the company name and/or company URL of any Matt Swaney Creative customer for the purposes of marketing and promotion.

Note that any product, process, or technology used in customer's website may be the subject of other intellectual property rights reserved by Matt Swaney Creative or others and may not be licensed hereunder.

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MUTUAL AGREEMENT

This agreement represents the complete agreement between Matt Swaney Creative and Customer and supersedes any other written or oral agreement. In the event of future addendum or changes to this contract, customer will be notified and have the opportunity to agree or disagree within 30 days. In the event an agreement is not reached, this contract will be canceled without prejudice.

The terms of this agreement may only be changed in writing and any changes must be signed by both Matt Swaney Creative and customer to be effective.

We the undersigned agree that this document has been read and understood:

Authorized Customer Representative Signature

Date

T. Matthew Swaney, Matt Swaney Creative

Date



Clinton Landfill, Inc.

RECEIVED
JAN 19 2021
DEWITT COUNTY
TREASURER

January 8, 2021

DeWitt County

Re: LPC# 0390055036 – Clinton Landfill #3
2018 2nd Quarter Fee Report Correction

During an internal audit of wastes received, Clinton Landfill determined that June 2018 waste fees had been incorrectly calculated. I am enclosing a corrected report for 2nd quarter 2018.

The corrected volume subject to fee increased our required payment to \$233,017.78. We submitted a payment of \$221,710.90. Therefore, we underpaid by \$11,306.88 for 2nd quarter 2018. We have included this amount as an adjustment on the 2020 4th quarter report.

We apologize for any inconvenience this may have caused. If you should require additional information, please contact me at (309)495-1555.

Sincerely,
Clinton Landfill, Inc.

A handwritten signature in black ink, appearing to read 'Jenny Hinton'.

Jenny Hinton
Vice President of Environmental Affairs & Compliance

Enclosures

