

## FINANCE COMMITTEE MINUTES

**DATE OF MEETING:** August 16, 2021, at 5:00 p.m. County Building

**MEMBERS PRESENT:** Melonie Tilley – Chair, David Newberg, Terry Ferguson, and Dan Matthews. Also, present Dee Rentmeister, County Administrator.

**MEMBERS ABSENT:** Nate Ennis

### SUMMARY OF DISCUSSION:

- Motion by Newberg, 2<sup>nd</sup> by Ferguson to approve last month's minutes. Voice vote, motion carried.
- Motion by Matthews, 2<sup>nd</sup> by Ferguson to approve the claims. Voice vote, motion carried.
- Michelle VanValey, Circuit Clerk, was present to request approval to move funds from Heartland Bank to 1<sup>st</sup> National. She has had nothing but trouble since Heartland took over. The request is only for funds that are under her control. Motion by Newberg, 2<sup>nd</sup> by Matthews to recommend to the full board to approve the request to move circuit clerk funds from Heartland Bank to 1<sup>st</sup> National. Voice vote, motion carried.
- Discussion on contracting with Bellwether to assist with the management of the recovery funds from the American Rescue Plan Act. Cost is \$10,000 this year and \$10,000 next year. This contract amount can be paid for with the recovery funds. Motion by Ferguson, 2<sup>nd</sup> by Newberg to recommend to the full board to enter into an agreement with Bellwether to assist with the management of recovery funds under the American Recovery Fund Act. Voice vote, motion carried.
- Discussion on potential projects/plans to utilize the recovery funds. Will have committee chairs put together a plan of projects that they would like to see if they qualify for use under the American Recovery Fund Act.
- Discussion on contracting with Soil & Water to perform zoning inspections for \$35.00 per hour for the remainder of this fiscal year. They would utilize the county zoning car and equipment. Motion by Ferguson, 2<sup>nd</sup> by Matthews to contract with Soil & Water to perform zoning inspections for \$35.00 an hour up to \$3500. Voice vote, with Newberg voting nay. Motion carried.
- Received request from Farmer City to support their request to extend TIF #2 for 12 years. Motion by Newberg, 2<sup>nd</sup> by Matthews to recommend to the full board to support Farmer City's request to extend TIF #2 for 12 years. Voice vote, motion carried.
- No one wanted to speak to the committee.
- Monthly report from the public defender's office.
- Will plan on the following dates for budgets – review all budget proposals October 6, October 18 with auditor and October 21 to the full board.
- Motion to adjourn at 5:45 p.m. Voice vote, motion carried.

### COMMITTEE ACTION:

Approve last month's minutes.

Approve the claims.

Recommend to the full board to approve the request to move circuit clerk funds from Heartland Bank to 1<sup>st</sup> National.

Recommend to the full board to enter into an agreement with Bellwether to assist with the management of recovery funds under the American Recovery Fund Act.

Contract with Soil & Water to perform zoning inspections for \$35.00 an hour up to \$3500.

Recommend to the full board to support Farmer City's request to extend TIF #2 for 12 years.

**RECOMMENDATIONS TO FULL BOARD:**

Recommend to the full board to approve the request to move circuit clerk funds from Heartland Bank to 1<sup>st</sup> National.

Recommend to the full board to enter into an agreement with Bellwether to assist with the management of recovery funds under the American Recovery Fund Act.

Recommend to the full board to support Farmer City's request to extend TIF #2 for 12 years.

**DATE OF NEXT MEETING: September 20, 2021, at 5:00 p.m.**

**AGENDA**  
**FINANCE COMMITTEE**

Date and Time of Meeting: August 16, 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 changing banks in Circuit Clerk's office
  - d. Contract with Bellwether to assist with management of recovery funds
  - e. Contract with Soil & Water to perform zoning inspections
  - f. Request from Farmer City to support extension of TIF2
  - g.
  - h.
4. Items for Discussion Only (No Action Requested)
  - a.
  - b.
5. Executive Session
  - a.
6. Motion to adjourn

Posted: August 12, 2021 at 12:50 p.m.

By: Dee Dee Rentmeister



## Letter of Agreement

Bellwether LLC  
200 W. North Street - Box 803  
Normal, Illinois 61761

August 9, 2021

DEWITT County  
201 W Washington St  
Clinton, IL 61727

To the Honorable Chairman,

Thank you for reaching out to Bellwether LLC. We are pleased to be the leading provider of operations consulting for Illinois Counties across the state.

This Letter of Agreement (Agreement) summarizes our understanding of the services requested by DEWITT County (Client) from Bellwether LLC (Bellwether). This letter represents a binding contract. If acceptable, please sign below and return a copy to Bellwether LLC by mail or email.

### **BACKGROUND**

The President signed the American Rescue Plan Act providing for funds more multiple entities including Illinois Counties. This program is to be administered by the US Treasury Department.

The US Treasury Department has provided and continues to update guidance for Counties for the use of funds provided by the American Rescue Plan Act (ARPA).

As expected, the language used at the federal level does not match well with the language counties use to describe their needs. This continues to cause confusion and concern about how to proceed.

We fully anticipate counties receiving funds in mid-May. We are encouraging all Counties to ensure they are on solid footing and compliance before committing these funds.

Bellwether has committed resources to monitor developments at the federal level, observe practices of peer counties within Illinois and to work directly with Illinois counties to pursue their goals for the ARPA funds.

ARPA program rules prohibits Bellwether of acting on your behalf. Bellwether's role will be to provide administrative support as well as serving as a pipeline for insights and opportunities.

To proceed, and prior to engaging Bellwether, Counties should complete the ARPA registration process and provide the necessary information to receive funds.

## **Proposal**

Bellwether proposes the following services for consideration. Bellwether will complete the following services at the direction of DEWITT County

1. To receive information from DEWITT County on their desired use of ARPA funds.
2. To confirm, within the limits of available information, the eligibility of the desired use for ARPA funding.
3. To actively seek approval from the US Treasury Department for uses not specified in the provided information.
4. To work directly with DEWITT County to compile document, propose resolutions and establish initiatives for use of ARPA funds.
5. To work directly with DEWITT County resources to identify information required to complete require periodic reports for the US Treasury Department as required by ARPA.
6. To work directly with DEWITT County resources to resolve any conflicts in reporting or requests for additional information by the US Treasury Department.

Bellwether will prepare documents and reporting materials necessary to comply with US Treasury instructions for reporting ARPA fund Results and Compliance.

## **Timeline**

1. The work associated with the items above will commence immediately after approval by DEWITT County.
2. The project has two parts:
  - a) 2021 ARPA Funding and Periodic Reporting (Linked to US Treasury first distribution)
    - i. Completion of proposed activities according to US TREASURY timeline
  - b) 2022 ARPA Funding and Periodic Reporting (Linked to US Treasury second distribution)
    - i. Completion of proposed activities according to US TREASURY timeline

## **Payment for Service**

1. Client shall pay Twenty Thousand Dollars (\$20,000). Payments shall be in response to two invoices.
  - a. An initial payment of Ten Thousand Dollars (\$10,000) to be paid at the contract signing.
  - b. A second payment of ten thousand dollars (\$10,000) to be paid at the time of the second distribution provided by the US Treasury Department to DEWITT County



The following is intended to provide a high-level road map with check points for your County's progress through the ARPA process.

Step in the Process	What the County Provides	What Bellwether Provides
1. Bellwether Engagement	<ul style="list-style-type: none"> <li>• County requests a proposal</li> <li>• County approves LOA and a signed copy is scanned and emailed to Bellwether</li> <li>• An estimated payment date is communicated to Bellwether</li> <li>• A payment is sent to Bellwether</li> </ul>	<ul style="list-style-type: none"> <li>• A Letter of Agreement (LOA) is provided</li> <li>• An invoice is provided</li> <li>• An additional invoice will be provided May 2022</li> </ul>
2. Revenue Loss Calculations	<ul style="list-style-type: none"> <li>• Summary revenue (all sources) for each year 2016 – 2020 and year to date 2021</li> <li>• Approves Revenue Loss calculation for inclusion in August report to Treasury</li> </ul>	<ul style="list-style-type: none"> <li>• A report on lost revenue (if any)</li> <li>• A draft board action to claim lost revenue (if any) from ARPA funds</li> <li>• Information is included in the Interim Report due to US Treasury by 8/30/21</li> </ul>
3. Planned Use of ARPA funds	<ul style="list-style-type: none"> <li>• County compiles a prioritized list of potential uses for ARPA funds               <ul style="list-style-type: none"> <li>○ <i>List includes description of the expense, the estimated cost, the intended outcome of the project</i></li> </ul> </li> <li>• County responds to questions on individual submissions</li> </ul>	<ul style="list-style-type: none"> <li>• A template is provided to help organize County submission of planned uses</li> <li>• A report is sent to the County vetting each planned use against the US Treasury guidance and determined to be:               <ul style="list-style-type: none"> <li>○ <i>Clearly eligible</i></li> <li>○ <i>Eligible with criteria</i></li> <li>○ <i>Unaddressed with a qualifying question submitted to US Treasury</i></li> <li>○ <i>Unaddressed in US Treasury guidance</i></li> </ul> </li> </ul>

This document provides major steps for the coming months and years. It is not intended to address each County's unique needs, nor does it represent all responsible actions for ARPA compliance. Bellwether provides process support for Counties. Our endorsement of a potential use is based on information provided by the US Treasury. Bellwether accepts no liability for County's actions in application of ARPA funds.

Step in the Process	What the County Provides	What Bellwether Provides
<p>4. Final List of Planned Use of ARPA first tranche funds</p>	<ul style="list-style-type: none"> <li>• County selects from the previously vetted list for their final ARPA initiatives               <ul style="list-style-type: none"> <li>○ <i>Not all funds need be committed early in the ARPA process</i></li> <li>○ <i>New ideas can be vetted later in the ARPA process</i></li> </ul> </li> <li>• Draft description received, edited by County, and returned to Bellwether</li> <li>• Draft board action is received, edited by County, and passed as new business</li> </ul>	<ul style="list-style-type: none"> <li>• Final list is confirmed for unchanged eligibility</li> <li>• 50-to-250-word description drafted for submission to US Treasury</li> <li>• Draft board action is created with direct quotes from US Treasury documents on eligibility</li> <li>• Address additional uses as needed</li> </ul>
<p>5. Planned Use with Sub-Recipient - <i>County is still responsible for ARPA compliance and reporting</i></p>	<ul style="list-style-type: none"> <li>• Identify planned use as part of #3 above</li> <li>• Collaborate with potential sub-recipient</li> <li>• Ensure to point out required uses, restrictions and required reporting</li> <li>• Communicate to Bellwether organizational details of sub-recipient including point of contact</li> </ul>	<ul style="list-style-type: none"> <li>• Draft Inter-governmental agreement for public sub-recipient</li> <li>• Draft contract obligations for private sub-recipients               <ul style="list-style-type: none"> <li>○ Bellwether does not draft contracts</li> </ul> </li> <li>• Required metrics and required reporting for sub-recipients to Bellwether</li> </ul>
<p>6. Quarterly Reports Define</p>	<ul style="list-style-type: none"> <li>• County requirements differ               <ul style="list-style-type: none"> <li>○ <i>Counties with \$5 million or more in ARPA funds must submit financial and operational metrics to the US Treasury each quarter</i></li> <li>○ <i>Counties with less than \$5 million in ARPA funds will compile data each quarter for Bellwether for a required annual report</i></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Define required metrics for each planned use</li> <li>• Develop schedules for soliciting data from required departments or sub-recipients</li> <li>• Seek County approval of report</li> <li>• Compile data into templates for County submission using US Treasury portal               <ul style="list-style-type: none"> <li>○ Bellwether unable to do direct submission</li> </ul> </li> </ul>

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Step in the Process	What the County Provides	What Bellwether Provides
<p>7. Future Planned Uses for ARPA funds</p>	<ul style="list-style-type: none"> <li>• Counties may alter their planned use as allowed by US Treasury guidance               <ul style="list-style-type: none"> <li>○ Any expenditure of ARPA funds requires continue reporting</li> </ul> </li> <li>• Additional planned uses may become apparent in 2022 when the second tranche of funds are released</li> </ul>	<ul style="list-style-type: none"> <li>• Bellwether will respond to additional requests using the same steps provided above</li> </ul>

**NOTES:**

1. Bellwether will actively communicate with County officials to comply with the process steps defined by the US Treasury.
  - a. We understand that there are always competing priorities.
  - b. Bellwether is unable to perform many of the necessary steps for compliance without active County participation.
  - c. Bellwether will communicate the timeline, requirements and intended use for data requested from the County.
  - d. Bellwether will not be responsible for delays caused by County responsiveness to requests.
2. Bellwether anticipates that some planned uses for ARPA funds may not be clearly delineated in the US Treasury guidelines. In these instances, Bellwether will seek US Treasury guidance. Bellwether can not be responsible for delays related to pending US Treasury guidance.
3. Bellwether anticipates that the US Treasury may make changes to the ARPA program which may include changes in required Reporting and Compliance.
4. It is not feasible for Bellwether to be present at all County Board Meetings. Requests for presence will be considered and may be completed by phone or web-conference.

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**Conditions**

1. **Bellwether LLC is not a law firm:** Bellwether does not provide legal advice. Our services are based on an understanding of the conditions and instructions for the ARPA. County elected official are ultimately responsible for decisions on the use of the funds and approval of reporting documents.
2. **Entire Agreement:** This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended, or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties, or agreement of any kind, except as is expressly described in this Agreement.
3. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of Illinois. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contact should be interpreted against the drafter of the contact. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me by scan / email or US Postal Service.

  
\_\_\_\_\_  
Bellwether LLC  
200 W. North Street - Box 803  
Normal, Illinois 61761

**AGREEMENT**

Accepted and agreed to on \_\_\_\_\_, 2021 by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**(LETTERHEAD OF COUNTY)**

(Date)

Mayor Scott Testory  
City of Farmer City  
105 S Main St  
Farmer City, IL 61842

RE: Letter of Support for Extension of Farmer City TIF #2 District

Dear Mayor Testory:

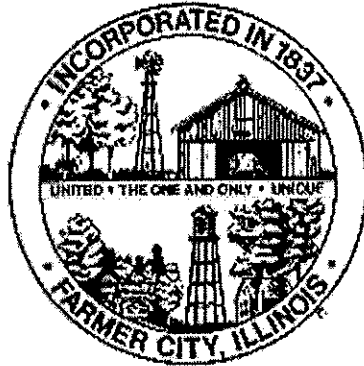
Be advised the County Board of DeWitt County has at its regular meeting on \_\_\_\_\_, 2021, voted to support the City of Farmer City, Illinois, on its request to the Illinois State Legislature to extend the life of its Farmer City #2 TIF District an additional 12 years. The current TIF was created in 1999 and was set to expire on April 8, 2022. We support the extension of this TIF an additional 12 years, which will allow this TIF to now expire on April 8, 2034.

The County Board believes such an extension of the TIF District is essential to the redevelopment efforts now being engaged by and taking place in the City by your administration. We believe extension of the TIF will help position your City to better attract new businesses and jobs into the community.

New jobs and investments are not only critical to the City but also to the County. We feel your efforts, especially the extension of the TIF District, will not only succeed in spurring development and benefit for our City, but also for the County.

Please attach this letter of support from the County and forward it with your Request to the State Legislature or its members, as you determine.

Sincerely,



August 12, 2021

Dear DeWitt County,

The City of Farmer City, Illinois, is preparing to ask the State Legislature to extend the life of its Tax Increment Financing District (TIF #2). In fact, Representative Dan Caulkins is sponsoring this bill for the fall legislative session.

We have found that this economic development tool has become a crucial part in the growth and development of our community, and has been a key component of our ongoing efforts to recruit and retain businesses, create new employment and residential opportunities, and provide the necessary resources to improve and maintain our key infrastructure components and community assets. Losing this mechanism will hinder our ability to continue providing a competitive development environment as well as strain our capacity for roadway, water, sewer, and general quality of life improvements for our businesses and residents. We believe, with the TIF in place, these efforts are valuable to the community as a whole and allow Farmer City to continue to be a great place to raise a family and maintain a business.

Therefore, the City is seeking your support in our efforts to lobby our State Legislature to grant an extension to the life of this tool. With your support, we are hoping to delay the expiration of the TIF District #2 from April 8, 2022 to April 8, 2034 (an additional 12 years).

The TIF program had helped to leverage millions in private investment including the Prairie Ridge Subdivision, the creation of several hundred new jobs, and is the source of funding for many public service projects and community improvement programs.



**Future TIF Improvements (Planned)**

Create new Residential Subdivision(s)?	InFill Housing
Playground or Dog Park at Prairie Ridge	
Redevelopment efforts (Old grocery store; Former Woody's)	Façade Improvements
Flooding Remediation – more connections to West side drainage project	Quality of Life Measures such as improved sidewalks, park improvements

With your support, we believe that the extension of the TIF District will not only succeed in encouraging and supporting development to the benefit of the City, but also for your Taxing Body.

We ask that you please present this letter and request for support to the governing body of your Taxing District for its consideration. The citizens of the City will greatly appreciate your assistance and support.

Sincerely,

*Scott Testory*

Scott Testory, Mayor

2021 PUBLIC DEFENDER  
TOTALS

2021		84	109	30	20	52	7
<b><i>YEAR START</i></b>							
<b>OPEN</b>							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
JANUARY		18	35	13	5	15	2
FEBRUARY		7	10	3	5	2	0
MARCH		13	15	4	6	3	2
APRIL		21	31	7	14	9	1
MAY		10	17	4	8	5	0
JUNE		17	26	6	5	7	8
JULY		30	37	9	12	12	4
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
	<b>YEAR TOTAL</b>	<b>116</b>	<b>171</b>	<b>46</b>	<b>55</b>	<b>53</b>	<b>17</b>
<b>CLOSED</b>							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
JANUARY		12	13	5	1	5	2
FEBRUARY		4	6	4	1	0	1
MARCH		8	9	4	5	0	0
APRIL		13	30	10	5	15	0
MAY		8	10	5	2	3	0
JUNE		10	17	7	4	5	1
JULY		23	33	4	19	6	4
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
	<b>YEAR TOTAL</b>	<b>78</b>	<b>118</b>	<b>39</b>	<b>37</b>	<b>34</b>	<b>8</b>



**DEWITT COUNTY  
STATE'S ATTORNEY'S OFFICE**

201 W. Washington St.  
Clinton, IL 61727  
Phone: (217) 935-7810  
Fax: (217) 935-7819



**Dan Markwell**  
*State's Attorney*

**Larson B. Dunn III**  
*Asst. State's Attorney*

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To: County Board  
From: Lars Dunn  
Date: August 18, 2021  
Re: Circuit Clerk Financial Institution

The elected Circuit Clerk desires to designate a new bank to keep funds and moneys she has the statutory duty to keep. At her request the county board can designate one or more banks or savings and loan associations for the circuit clerk to keep her funds.<sup>1</sup> The Circuit Clerk is requesting the board designate First National Bank as an institution to hold funds. She cannot do this unilaterally, and must have your approval. The Circuit Clerk plans to migrate funds to the new financial institution over the course of several weeks to ensure financial obligations designated from her accounts at the former institution are met.

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<sup>1</sup> 705 ILCS 105/4.1.

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

**RESOLUTION FOR THE DESIGNATION  
OF FINANCIAL INSTITUTION FOR  
CIRCUIT CLERK**

( County of DeWitt  
( STATE OF ILLINOIS

WHEREAS, the County of DeWitt Circuit Clerk must maintain funds pursuant to her duties as the elected Circuit Clerk; and

WHEREAS, the County of DeWitt Circuit Clerk desires to designate First National Bank as a financial institution to hold her funds; and

WHEREAS, the County Board of DeWitt County can designate a new financial institution at the request of the Circuit Clerk pursuant to 705 ILCS 105/4.1.

NOW BE IT DECLARED that the County Board of DeWitt County designates First National Bank as a financial institution to be used by the Circuit Clerk of DeWitt County.

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 \_\_\_\_\_, 2021.

_____ Carter	_____ Pruser	_____ Wickenhauser	_____ Ennis
_____ Kammeyer	_____ Houser	_____ Newberg	_____ Tilley
_____ Prestegaard	_____ Ferguson	_____ Myers	_____ Matthews

County Board Chairman: \_\_\_\_\_  
Terry Ferguson

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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