

# **FINANCE COMMITTEE MEETING AGENDA** (Budget, Fees, Auditor)

**August 10, 2023 12:30 pm** rm 250

<https://www.youtube.com/channel/UCjwHFioW13M224SgVU95Ifg>

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1. Call Meeting to Order
2. Citizen Comment
3. Approve or Dispense of Prior Meeting(s) Minutes

## **FINANCE**

### **NEW**

- Willet Hoffman and Associates

### **American Rescue Plan**

**ORDINANCE:** Amending ARP Ordinance #22-78 – ADA Compliant Restrooms for Catlin Park

### **Adjourn Meeting**

FINANCE MEETING

A meeting of the Finance Committee was held August 10, 2023 in room 250 with the following members present:

Finance

Per Diem-	Mileage-	Members Absent:
Brian Dose		Gary Small Tina Busch
Tom Walsh		
Craig Emmett		
Arratta Znaniecki	Double	
Beth Findley Smith	Double	

Non-Members/Visitors Present:

Citizen Comment: -

Minutes:

Motion by Mr. Emmett 2<sup>nd</sup> by Ms. Znaniecki that the previous meeting minutes be dispensed Aye=All  
Nay=None Motion Carried

**FINANCE**

**NEW**

Willet Hoffman and Associates

- Committee discussed that this would come out of contingency fund out of finance
- Also verified that this included everything such as inspection and others that are involved

Motion by Mr. Emmett 2<sup>nd</sup> by Ms. Znaniecki for this inspection to come out of contingency Aye=4  
Nay=1 Motion Carried

**American Rescue Plan**

**ORDINANCE: Amending ARP Ordinance #22-78 – ADA Compliant Restrooms for Catlin Park**

Motion by Mr. Walsh 2<sup>nd</sup> by Ms. Findley Smith to move forward to Full Board Aye=All Nay=None Motion  
Carried

Motion by Mr. Emmett 2<sup>nd</sup> by Ms. Znaniecki that the meeting adjourn. Aye=All Nay=None Motion Carried.

Minutes prepared by Amanda Myers

*Note: Minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

# Reports And Handouts



June 8, 2023

LaSalle County Highway Department  
Attn: Megan Cackley, Assistant County Engineer  
1400 N. 27<sup>th</sup> Road  
PO Box 128  
Ottawa, IL 61350

RE: Proposal for Professional Services  
Midwest Barge Terminal Inspection

Dear Ms. Cackley:

In response to your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project and your summary emails on the subject.

**PROJECT UNDERSTANDING:**

The county is interested to determine the current condition and to identify any deficiencies with the subject barge Terminal. The terminal has off days when not in use offering a good opportunity to complete the inspection. The report produced by WHA and its subconsultant may be used to develop any necessary repairs.

**SCOPE OF PROFESSIONAL SERVICES:**

- Underwater/Surface Inspection and Report

**FEE FOR PROFESSIONAL SERVICES:**

Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described above for a time and materials, not to exceed fee of \$11,000.00. Fee includes all associated costs.

**SCHEDULE OF WORK TO BE DONE:**

Willett, Hofmann & Associates, Inc. will complete the inspection work and report 90 working days from the notice to proceed. The county's assistance for scheduling the inspection on a non-working day at the terminal is requested given a one-week notice.

**DELIVERABLES:**

Underwater and surface inspection report, including repair recommendations and opinion of probable cost.

**TERMS & CONDITIONS:**

The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for ninety (90) calendar days from the date of this proposal.

The proposed **scope of services** described above is negotiable, however if the proposed services and terms meet with your approval, please sign a copy of this letter agreement, and return one copy to our office.

**PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.



BY \_\_\_\_\_

Douglas C. Brunot, P.E., S.E.  
General Manager, Joliet | Regional Structural Manager

DCB:db

Encl.

cc: file



## TERMS AND CONDITIONS – LASALLE COUNTY

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "WHA", under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by WHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

**Dispute Resolution:** Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



## TERMS AND CONDITIONS - LASALLE COUNTY

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**Construction Means and Methods:** WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and WHA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants 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 WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or WHA'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.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



RANGE OF HOURLY RATES OF FULL TIME STAFF  
EXHIBIT B2  
EFFECTIVE APRIL 1, 2023

CLASSIFICATION OF EMPLOYEE	RATE RANGE	
	LOW	HIGH
President & General Manager	\$70.00	\$110.00
Principal Engineering Manager	\$50.00	\$90.00
Engineering Manager	\$40.00	\$100.00
Civil Engineer IV	\$40.00	\$70.00
Civil Engineer III	\$30.00	\$60.00
Civil Engineering Intern II	\$30.00	\$60.00
Civil Engineering Intern I	\$20.00	\$50.00
SPP Civil Engineer I, II, III, IV	\$20.00	\$70.00
Engineering Intern	\$20.00	\$40.00
SPP Engineering Intern	\$20.00	\$40.00
Principal Architectural Manager	\$40.00	\$80.00
Architect Manager	\$40.00	\$70.00
Architect IV	\$35.00	\$65.00
Architect III	\$30.00	\$60.00
Architectural Intern II	\$30.00	\$60.00
Architectural Intern I	\$16.00	\$40.00
SPP Architectural Intern I	\$16.00	\$40.00
SPP Professional Architect I, II, III, IV	\$20.00	\$70.00
Principal PLS Manager	\$30.00	\$60.00
PLS Manager	\$30.00	\$60.00
PLS IV	\$30.00	\$50.00
PLS III	\$30.00	\$50.00
PLS (SIT) II	\$20.00	\$50.00
PLS (SIT) I	\$20.00	\$40.00
SPP PLS, I, II, III, IV	\$20.00	\$50.00
Technician IV	\$20.00	\$50.00
Technician III	\$20.00	\$50.00
Technician II	\$20.00	\$40.00
Technician I	\$20.00	\$30.00
SPP Technician I, II, III, IV	\$20.00	\$50.00
Survey Worker Foreman	\$20.00	\$50.00
Survey Worker	\$20.00	\$50.00
Survey Worker Intern	\$16.00	\$30.00
Administrative Assistant	\$16.00	\$30.00
SPP Administrative Assistant	\$16.00	\$30.00
Human Resource Administrator I	\$20.00	\$40.00
Bookkeeper	\$20.00	\$40.00
Bookkeeper/HR Supervisor	\$20.00	\$40.00

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally, field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.





June 7, 2023

Willett, Hofmann & Associates, Inc.  
809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

Attention: Douglas Brunot, P.E., S.E.

Subject: Midwest Barge Terminal Inspection in Ottawa, Illinois

Dear Mr. Brunot,

Collins Engineers, Inc. (Collins) is pleased to submit the following proposal to provide engineering services for the inspection of the Midwest Barge Terminal along the north bank of the Illinois River near 1350 Co Hwy 34 in Ottawa, Illinois.

#### **PROPOSED SERVICES**

Based on our understanding of the project, Collins will perform the inspection of an approximately 100-foot-long barge mooring facility (dockwall and deck) located on the north bank of the Illinois River. The proposed scope of work shall include:

- pre-inspection coordination and safety planning;
- a single mobilization to the site with necessary staff (3-person dive team) and equipment (boat, diving equipment, inspection tools, etc);
- recording of water depths (soundings) along the dockwall and parallel to the dockwall at 25-feet away from the dockwall;
- a Level I (visual and tactile) inspection and assessment of the accessible surfaces of the dockwall and deck;
- Level II or Level III inspection techniques, as determined necessary by the project team leader, to determine the extent of deterioration;
- and a presentation of the inspection findings in a letter report.

The letter report will include a description of the existing condition of the elements inspected with a general assessment of present structural integrity and stability; above and below water photographs; and hand-drawings/sketches, as required, to present typical and specific findings.

All members of the inspection team will be equipped and trained, and all diving operations will be conducted in accordance with the Occupational Safety and Health Administration Commercial Diving Operations Standard (29 CFR 1910, Subpart T) and Collins Engineers' Manual of Safe Dive Practices. The inspection will be conducted by a team of technicians and engineer-divers experienced in underwater structural inspections of dockwalls. The team will be led by a licensed Professional Engineer registered in the State of Illinois.

Before the start of the work, Willett, Hofmann & Associates, Inc. will provide Collins with available design or as-built plans for the structure.

#### **ITEMS EXCLUDED FROM PROPOSAL**

Please note that the following items are not included with this proposal. If any of the below services are requested, additional fees will apply:

- Repair designs and CADD drawings
- Any necessary Site Training
- Inspection of mechanical or electrical systems
- Destructive or Partially Destructive Testing, including but not limited to soil excavation, material sampling, timber coring
- Surveying
- Coordination with facility barge traffic (vessels docked that would prevent access to wall and result in delays)

#### **FEE**

We propose to provide the professional engineering services described above for a **Lump Sum Fee** inclusive of all direct expenses, of **\$11,000**.

The proposed fee was estimated assuming the work is to be completed within Calendar Year 2023, and that Collins will have access to the site from either a marine vessel (river access) or from the deck (topside). To allow for proper notification time of marine traffic authorities, Collins requires a minimum of 5 days between written authorization to proceed and the date of field investigation. Collins will produce its letter report within 15 business days of the conclusion of the field investigation. Invoices will be submitted on a monthly basis and payment is due within 30 calendar days of the invoice date.

Mr. Douglas Brunot

June 7, 2023

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We look forward to supporting Willett, Hofmann & Associates on this project. If you have any questions, you may contact me at 312-236-7893.

Very Truly Yours,

COLLINS ENGINEERS, INC.



Brian P. Dilworth, PE

Lead Inspection Engineer

Cc: Roderick Breen (Collins)

Enclosures (1): "Exhibit 1 - Project Location"

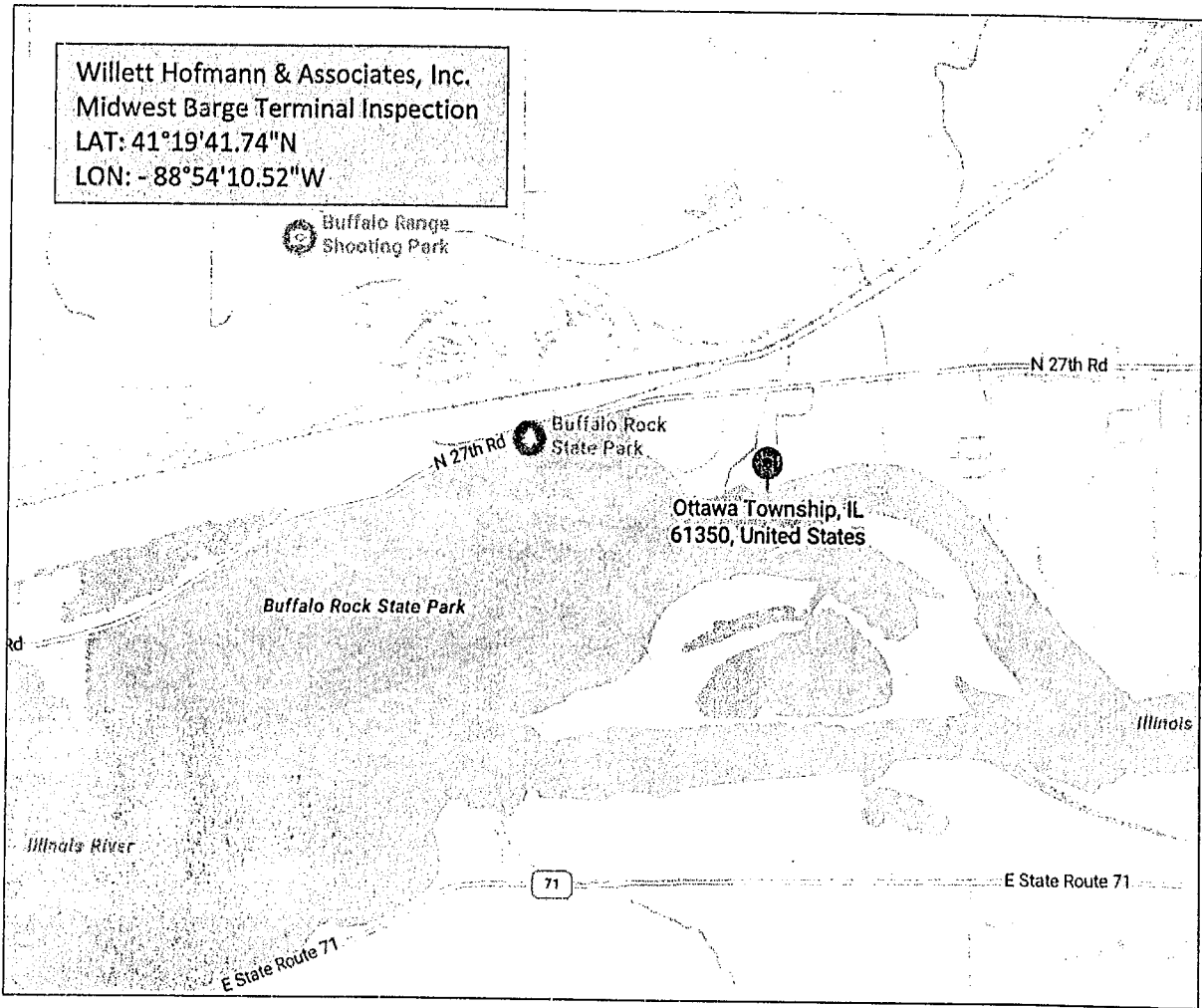


EXHIBIT 1: PROJECT LOCATION

## ORDINANCE

**WHEREAS**, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes LaSalle County, Illinois, and

**WHEREAS**, the LaSalle County Board has developed a plan for the use of American Rescue Plan Act State And Local Fiscal Recovery Funds to support continued efforts of COVID mitigation for the purchase of park playground equipment, installation of equipment, site prep, and added ADA compliant bathroom to LaSalle County Catlin Park, and

**WHEREAS**, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled as U.S. TREASURY FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL REPORT, and

**WHEREAS**, LaSalle County utilizes an outside consultant for advise on the expenditure of ARPA fund and that consultant, Bellwether, has opined that the use of ARPA funds for the listed project properly qualifies as a legitimate use of ARPA funds under the U.S. Treasury Rules and Guidelines set out above, and:

**WHEREAS**, the U.S. TREASURY FINAL REPORT states: *“Mitigating the impact of COVID–19, including taking actions to control its spread and support hospitals and health care workers caring for the sick, continues to require a major public health response from State, local and Tribal governments. New or heightened public health needs include COVID–19 testing, major expansions in contact tracing, support for individuals in isolation or quarantine, enforcement of public health orders, new public communication efforts, public health surveillance (e.g., monitoring case trends and genomic sequencing for variants), enhancement to health care capacity through alternative care facilities, and enhancement of public health data systems to meet new demands or scaling needs. State, local, and Tribal governments have also supported major efforts to prevent COVID–19 spread through safety measures at key settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and in other public facilities. This has included implementing infection prevention measures or making ventilation improvements in congregate settings, health care settings, or other key locations”* and,

**NOW THEREFORE**, the LaSalle County Board hereby ordains the following:

1. The above recitals are adopted and incorporated into this Ordinance.
  2. The LaSalle County Board authorizes the allocation of two hundred sixty thousand dollars (\$260,000.00) American Rescue Plan Act, State and Local Fiscal Recovery funds for the described above, more particular description in the attached ARPA Funding Application.
  3. The use of all or part of these allocated funds shall be authorized after any received public bidding has taken place upon further LaSalle County Board action.
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1. The above recitals are adopted and incorporated into this Ordinance.
  2. The LaSalle County Board authorizes the allocation of **three hundred twenty five thousand dollars (\$325,000)** ~~one hundred fifty thousand dollars (\$150,000.00)~~ American Rescue Plan Act, State and Local Fiscal Recovery funds for the described above, **a** more particular description in the attached ARPA Funding Application **for ADA-compliant bathroom facilities at Catlin Park.**
  3. The use of all or part of these allocated funds shall be authorized after any received public bidding has taken place upon further LaSalle County Board action.

ATTEST:

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

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

DATED: 10<sup>th</sup> day of August, 2023