



## Sept. 22nd, 2004 – 1:00PM LNNLRCD Special Meeting

### I. Board Members

<b>Present:</b>	Joe Gargano	-	President
	Joe Olliges	-	Secretary
	Herb Hill	-	Personnel
	Jerry Sellers	-	Member at Large
<b>Absent:</b>	Bill Piper	-	Treasurer
<b>Employees:</b>	Becky Breckenfelder		
<b>Guests:</b>	Ralph Petersen		

### II. Pledge of Allegiance

**III. Agenda:** Joe G. motioned to amend the agenda to include three possible additions to the contract for the board's consideration. Joe O. seconded the motion. Motion approved unanimously by roll-call vote. [09-22-04-01]

### IV. Awarding of Contract for Lake Court Center Renovation:

**A. Background Checks on Superior and Addition of Gutters to Original Quote:** Joe G. said that the lowest bid that the RCD received was from Superior Design and Construction in the amount of \$46,512. On Friday, Herb and Joe G. were at the office reviewing the spec., reviewing the bid, and had Becky contact two of the references that were given by Superior. Herb contacted the Sauk Valley Chamber of Commerce and Joe G. contacted the Dixon Building Department, Wendler Engineering, and Judy Osland (the current owner of Superior did Judy Osland's house 10 years ago). Joe G. said that they didn't have any real negatives against the company except Judy Osland said that toward the end of the project she had difficulty contacting him for finishing touches, however, they were very happy with the finished product. Herb said that he contacted the Sterling Chamber of Commerce and they gave him a good bill of health. He did work on the Northland Mall that they were very satisfied with and an auctioned house in the Tory Pines subdivision. Herb and Joe G. had a meeting on Monday morning with Brad Thacker of Superior Construction and had a very positive feeling about the man after the meeting. They cleared up some items with Brad, one of them being that he didn't realize the job included gutters on both sides of the building. Brad is aware of it now and once it was pointed out to him, he admitted that it was in the spec. and so he will include it in the job without raising the \$46,512 price quoted. Herb said that one good thing is that he has in-house personnel to do the job and Joe G. added that he is a union shop so there is no concern with them not paying prevailing wage to their employees.

**B. Jerry Expressed Concern that Viking Wasn't Contacted:** Jerry asked about the other contractor, Viking, that bid so high and Joe G. said that they didn't contact him because, in fact, when he called Scott Brown from Wendler Engineering, Scott said that, at \$76,000, he would not even consider that bid and has no idea how his figures (are that high). Jerry asked if they

went by line items to see what the difference in the individual items was, for example, he recalls the first item being off by thousands of dollars, which they thought might have been an arithmetic error. Joe G. said that there were differences in all of the numbers. Joe used the example of Wendler Engineering estimating the roof job at \$22,000, while Superior estimated the job at \$16,488. Joe G. said that he discussed that price difference with Wendler before discussing it with Mr. Thacker, and Wendler said that it wasn't a problem and that there would be price differences. Joe G. said that even some of the prices that Superior gave were inflated while others were lower, for example, for sidewalk removal, Superior quoted \$13,585, however their sidewalk replacement costs were dramatically low (according to Scott Brown at Wendler Engineering) at \$3.79 per square foot for new concrete. Joe G. concluded that the bottom line was, as long as the contractor adheres to the spec., his quote of \$46,512 is within 10% of the \$44,576 that Wendler quoted (in fact, Wendler's estimate was low because he forgot to include a concrete head wall for the eight inch drain pipe, which Thacker included for \$600 and which Wendler said wouldn't be out of line for a cost estimate.

Jerry reiterated that Wendler forgot a head pipe in his estimate and Superior forgot to quote gutters in his estimate and they didn't check Viking to see if perhaps there were arithmetic errors because it was so far out there that they assumed he didn't want the job. Joe G. agreed. Jerry said that he would have pursued it a little further because there may have been something (that he misunderstood). He added that he would have given him the same consideration as the other contractor and would have brought him in and asked him if he understood the job because his quote was so way out of line. And if, after reviewing it, the contractor said that those were his figures, then Jerry would assume that Viking didn't really want the job.

Jerry asked what they know about Viking and Joe G. said that he has a pretty good reputation according to Wendler Engineering, and that they have done a lot of work and Wendler has done a lot of work for them as far as engineering services. Scott Brown, from Wendler, was very surprised at Viking's \$76,000 quoted price.

Joe G. said that the board doesn't have to accept the bid and Herb agreed, saying that it would free up a lot of time for him. Joe G. said that it would free up a lot of time for him to; they both put in a fair amount of time into it and he was not too concerned with Viking's bid. He asked if Becky had brought Viking's bid and Becky said that she had not. While Herb went to his truck to see if he had a copy of the bid, Joe G. stated that Herb and he did sufficient due diligence on the job and that they are satisfied with proposing it to the board and if the board says no, then they will walk away from it (and blow it off).

Joe O. said that he doesn't think that anyone is saying that they didn't do their job and Joe G. countered that Jerry was. Jerry said that he wasn't, rather he asked questions about how they compared the other bid. Joe G. said that he took the suggestion of the engineer to disregard the bid, however, Jerry expressed concerns that they didn't investigate it or contact the man to go over his arithmetic and make sure that this was the bid that he wanted to submit. Jerry said that he thought that they might learn something about the job that they didn't already know. Joe G. responded that they might, however, they are under a pretty tight timeframe, and he and Herb have already put in time to include all day Friday, Joe G. - some time on Saturday, and both of them were with the guy on Monday morning for two hours. Herb did not have a copy of the Viking bid so Joe G. asked Becky to go get the bid. (*B. Concerns regarding the Viking Bid continues after C.*)

**C. Three Proposals:** Jerry asked what the next step on the agenda would be. Joe G. said that he was going to discuss the three proposals to add to the contract that he motioned to add to the agenda, all of which the details Herb is familiar with. Joe G. said that the only reason he didn't copy the proposals to the other board members before now was because he just picked them up this morning.

**1. 42"X42" are to place 4' Granular base and Concrete Condensing Pad:**

Herb had suggested this, because it has to be relocated anyway. When Herb and Joe G.

were over here on Friday, Herb said that if they were going to move it, they should get it off of the sidewalk and get it on a separate pad. Joe G. agreed with him and told him that they should add it to the contract when they talk to the man on Monday morning. Initially, Herb wanted to consider doing it himself, however, Joe G. said that he preferred to tie it in with the contract and let them be responsible for it. The proposal that the contractor submitted includes a detailed description of what Pfoutz Electrical would do for \$500 to include electrical material, line-set material, moving the condenser, and hook-up to the present electrical service, etc. Brad Thacker added a charge of \$80 for the concrete pad. The total cost for the project would then be **\$580**.

**3. Remove and Replace 7-8 Concrete Blocks in the Basement** (Discussed before 2 because Herb was checking on other bid: The quote stated: remove and replace 7 to 8 half concrete blocks at the bottom of both basement stairway walls: **\$480**. Joe O. asked why this wasn't on the initial bid if that was the main purpose and Joe G. said that it was an oversight, as was adding the condenser pad. He figures that before the job is done, there will probably be more things added to it and they'll be asking the board for more money. Jerry said that that was fine.

**2. Trench** – Joe G. said that at the New Landing meeting, John Gelwicks recommended putting in an ice pond in Cincinnati Park and Ralph said why do that since they have a lake and the kids could skate right outside the rec. center. Joe G. remembered that last year Ralph mounted the two lights to the railing out on the deck and ran an extension cord out there. Since they are having all the work done at the Lake Court Center, Joe G. spoke to Ralph after their meeting and talked to Herb about asking the contractor to quote putting in three concrete bases for some light fixtures, and trench it, then Joe G., Herb, and could put the conduit in and Ralph could do the electrical work to hard wire them in. The contractor came back with a quote of **\$1,150** to trench about 100 feet of area and installing three 12" round sonnatube concrete bases 36-42 inches below grade. Ralph also contacted Crescent Electric and found that it would cost approx. **\$550** per light pole and fixture to be mounted on there so the total amount would probably run about **\$2,800**.

Joe G. said that he felt that the \$1,150 for the trench work was too high and asked Ralph if he thought that they could get into the box and pull wire for a couple hundred dollars. Ralph said that he could probably talk to Bob Schulze about auguring, he added that for each light pole they would have to dig a two-foot square area, 6 feet deep, because in this area they have to get below the frost line to prevent frost from getting under it. Ralph discussed the details of doing the work to include using about 1 yard of concrete per pole base (Concrete for 3 poles @ \$60-65 each) and renting a trencher for a day for \$200, so now the cost is up to about \$400. So they could do a bigger base at a lot cheaper cost on their own.

Jerry asked if the amount of illumination that is out there now adequate for the activities and Ralph said it is inadequate. Jerry suggested that they could dig a trench and tie in the current lights that are out there now to a switch to save the cost of putting in the cement bases and Ralph said that what is there now is illegal. Joe O. asked why they are allowing the lights to be there if they are illegal and Ralph said that he did it to be nice. Joe O. asked if he got permission to do it and Ralph said yes, he got permission from the RCD, however, if they want to take it down, then they could.

Jerry was concerned that if they switched the lights to brighter ones that they may be too bright for the neighboring houses. Ralph said that currently they have 500-watt quartz lights installed and that they were contemplating replacing them with 250-watt mercury vapor lights, of which Ralph says are not noticeably different. Jerry suggested that, to be considerate to the surrounding neighbors, perhaps they should contact them to let them know that they were considering installing the lights and ask them if they have any

concerns. Ralph said that he took the photo metrics into consideration when he chose the lights and they illuminate about 100 feet into the water and so do not affect any of the surrounding houses.

Jerry asked what was generating the need for the lights (was there a request?) Joe G. said that he wouldn't call it a need, rather, it is a convenience that the past RCD board felt would enhance the use of the area, especially during the winter season. After he heard them make that comment at their meeting, Joe G. thought that since they were having the work done and ripping up the ground anyway, that they could probably hardwire some lights in, making them legal and safe, and only requiring a switch to turn them on and off. Jerry asked when the lights were installed and Ralph said that he thinks it was the year before. Jerry asked what they have experienced (regarding amount of use). Ralph said that it was used and Jerry asked if it was used enough to justify the expense of doing the work. Herb said that they know they'll get more use out of it if it is (installed).

Ralph said that there isn't much out here that is conducive to the younger generation, nothing for the teenagers. He added that it is a very adult oriented community even though there are a lot of kids out here and even though he doesn't have any young children of his own, he is thinking of them. He felt that it was important to give kids something to do (so they don't find other things to do like vandalism).

Based on the amount that was quoted, Joe G. said that he wasn't in favor of having the contractor do the trench work. Jerry recommended that they approve the additions to the contract of the concrete pad and the support blocks and not the trenching for the lights. Joe G. said that he would propose a vote to each item individually so that it is clear what they were adding to the contract. Joe G. discussed the details of the possibility of them doing it themselves at a lesser cost (by renting a ditch witch by the hour, etc.) and Herb added that if they did install the lights and the neighboring houses complained about light pollution, they could easily shroud the lights in that direction. Joe G. added that there may even be noise complaints that they would have to address and Herb said that they could address that at the time.

Joe O. said that in the past the lake wasn't plowed or smooth enough for them to skate properly so he was wondering if they were going to have to have someone come out, (clear it off) and have someone squirt water on it to make it a skating rink versus having what Mother Nature provides. Joe G. said that they would have to decide that and he thinks that they could probably get volunteers from the community to clear and maintain the ice if there was a desire for it.

Jerry suggested that they vote on the three items now and Joe G. said that they would vote on them individually, however, that first they needed to discuss the questions that he raised regarding the Viking bid. (C. *Three Proposals* continues after B. below)

**B. Concerns regarding the Viking Bid (Continued):** Becky returned with the bid from Viking. Joe G. said in response to Jerry's question of whether Herb and he investigated the bid that there are some differences there. Below is a chart comparing the differences.

	Superior	Viking
Roof	\$16,488	\$20,000
Site Grading	\$1,500	\$12,500
Porous Granular Backfill	\$14.37 a ton	\$52.00 a ton
Sidewalk	\$3.79 a square foot	\$5.00 a square foot
3" Drainpipe	\$10.00 per foot	\$10.50 per foot
6" Drainpipe	\$15.00 per foot	\$34.00 per foot
8" Drainpipe	\$15.00 per foot	\$36.00 per foot
Seeding	\$220.00	\$46.00

For the sidewalk, Viking quoted \$5, (and Scott Brown said that \$4.5-\$5 is a standard price in Dixon), while Superior quoted \$3.79 per square foot. At that price, Scott recommended that the RCD have any sidewalk projects that they need done, done by Superior. Joe G. said that Viking would have to adjust every figure on his spec. to get close to the \$46,000. Furthermore, even if the Site Grading was indeed an error and cost only \$2,500 rather than \$12,500, at \$66,637, the bid would still be over Superior's by \$20,000.

Joe G. passed down bid and asked if Jerry and Joe O. got copies of it - Joe O. said that they didn't get any copies of the bid. Joe G. apologized to them for not ensuring that they got copies and added that if they had called Becky and reminded her to get them a copy, he's sure she would have. Joe O. said that it is hard for him to evaluate the bids when he only got to see them for two minutes on the night of the bid opening. Joe G. agreed and said that it was his error. He suggested that they could either take the time now to look over the bids or they could adjourn the meeting and reconvene on Friday at 3:00PM (to allow them time to dissect both bids). Joe O. said that Jerry won't be there and he could possibly be overseeing the delivery of the fish at that time. Joe G. said that they have to give them an answer and Joe O. said that he still may vote for or against the bid today, he just felt that it was very inconsiderate of them to not give them copies. Joe G. reiterated that it was his fault, he said that all Joe O. had to do was ask when he was going to get his copies, however, he takes full responsibility and that it slipped his mind.

Joe O. said that he does accept Joe G.'s explanation of the differences and he's ready to vote for Superior in general. Joe G. said that he doesn't want to short anybody on being able to review the numbers so he is willing to postpone the meeting till Friday.

Jerry reviewed the Viking bid some more and found that if you assumed arithmetic errors on 5 line items then you would drop the bid down to \$55,637, which is only \$9,000 higher than Superior.

1. Jerry asked if either Herb or Joe felt that it was worthwhile to have Viking come out there to clarify some on the discrepancies on the bids. Herb and Joe G. both didn't feel that it was worthwhile. Herb said that he felt comfortable going with Superior because of the good ratings from people that did business with him and from the chamber of commerce, Brad is able to get his crews in there in such a tight time frame, his bid was right, and he answered all of their questions.
2. Jerry asked if the contractor had a certificate of insurance and Joe G. said that yes, he has to have one.
3. He also asked if they developed a procedure for adds and changes where they have to sign off on them and Herb said yes, they're sure that they are going to run into unforeseen glitches that will have to be changed and if it's major than they would have to have a board meeting to address them.
4. Jerry asked if there are any drawings on what he is supposed to be doing and Herb said yes, not only drawings, but specification sheets that show pretty clearly what has to be done and how.
5. Jerry asked what they would do if changes are made to the specs. on how the job is done, making the drawing out of date, will they have to go back to Wendler to have the correction added on there. Herb said that he would prefer not to get Wendler involved any more than they have to, however, if it involves structural changes that are beyond Herb's scope, then he will consult Wendler right then and there, not after the job is done. Jerry said "so basically if there is a major change that is structural, then it'll be Herb, in conjunction with Wendler Engineering, looking at it." Herb agreed. Regardless of the change, they want to ensure that there are attachments to the contract that indicate the changes.
6. Jerry asked about the payment schedule and Joe G. said that it is all in there.

Joe G. said that Jerry had sufficient questions that he suggested that they either motion to adjourn the meeting and reconvene on Friday afternoon so that Jerry can pick up a bid spec. from

the office to review it before making a decision or they could motion to cancel the project. Joe G. had planned to ask the board to vote to allow Herb and him to make changes on the project, without a board vote necessary, up to a set amount like \$1,000 or \$5,000, to keep the job going. Otherwise they are only allowed to make changes that cost up to \$500. Joe G. said that it was unfair for Herb and him to be placed under the kind of scrutiny that Jerry was putting them under and he was in favor of just canceling the project altogether or at least postponing it until Friday so they could review it. He said that he was quite sure that the board members would want everything to be alright in this, he is quite confident in Wendler, and he is quite confident in Herb and his review. He apologized that they didn't get a copy of the specs., however, he felt that there is some responsibility on their part to call and get the copies. Jerry said that the questions that he asked were legitimate questions and he just wanted simple answers. Joe G. said that if Jerry is going to go over the bid item for item then they should adjourn the meeting. Jerry said he is not, that he was done asking his questions.

Herb said the Joe G., Joe O, and he are in favor of proceeding with the project and asked Jerry if he was comfortable voting on it today. Jerry said that they answered his questions and he appreciates the fact that they brought the Viking bid back so that he could go over the numbers. If they want to go with it then he doesn't have a problem with it; Joe G. and Herb looked at it and answered all of his questions.

### **C. Three Proposals:**

**1. Condenser Pad:** Joe G. motioned to accept amendment #1 to the proposed bid from Superior which involves the disconnecting and relocation of the condenser unit and the required 42" square condensation pad for a total cost of \$580. Jerry seconded the motion. Motion approved unanimously by roll-call vote. [09-22-04-02]

**2. Trench for Lights:** Joe G. motioned to approve the contractors bid to trench 100' of area to facilitate future lights and install 3 12" round sonnatubes for the amount of \$1150. Joe O. seconded the motion. Joe O. said that based on what Ralph is saying the size tubes that the contractor quoted were not adequate for the job and Joe G. agreed, adding that actually he should have motioned not to accept the bid because he thinks it is too much money. The motion failed unanimously by roll-call vote. [09-22-04-03]

**3. Remove & Replace with New the Concrete Blocks in Basement:** Joe G. motioned to approve Superior's bid to remove and replace 7-8 half concrete blocks at the bottom of both basement stairway walls for a total cost of \$480. Jerry seconded the motion. Motion approved unanimously by roll-call vote. [09-22-04-04]

**D. Acceptance of Superior's bid on the Lake Court Center Renovations:** Joe O. asked whether they would be voting on a proposal to address overruns on the job after they vote on the approval and Joe G. said yes.

Herb discussed his concerns regarding the pipes – he was worried about surface water from the pool area going in around the foundation walls if they cut those pipes off. Wendler Engineering recommended a sump pump, however, Herb didn't agree with them, he would rather take care of it now rather than worry about a sump pump not working if there should be a power outage. He will ensure that it is addressed during the rehabilitation part and if they have to, he'll just have them saw-cut them and cap them with PVC caps. He was actually hoping to leave the lines intact so that if there is ever a possibility of them using the pool in the future, then it would be a simple process of digging out the dirt that is in the pool rather than having to also tear out the concrete to dig down and replace the pipes. Joe G. read off from the contract the part that addresses Herb's concern:

"The contractor shall excavate to the required elevations as shown on the plan to expose the conduits and ducts. **Pipes coming out of the pool:** The conduits shall be removed or cut flush with the wall and three foot of the remaining length of pipe shall be removed. The end of the pipe shall be sealed with epoxied

grout and wrapped with rubber membrane to provide a watertight seal.

**Basement:** the outside wall surface of the foundation shall be cleaned and prepared for sealing. The openings through the walls shall be formed flush on the inside and filled with epoxy grout. Once the grout is cured (24 hours) the outer surface shall be sealed with vitumastic, a rubber membrane applied, and the edges sealed again with vitumastic to provide a watertight seal. Once the vitumastic is cured, the excavation shall be backfilled with granular embankment.”

Joe G. went over the part in the contract that explained the gutters needing to be replaced all around and explained that everything else regarding the roof, except for the gutters and some underground drainage was going to be performed on the east side of the building and that is why Superior probably missed it when they reviewed the spec. Once Joe G. pointed it out in the spec. that they required gutters all around, he admitted his error and will add them free of charge. Joe G.

Joe G. motioned to accept Superior Design and Construction's bid to include amendments 1 and 3 in the amount of \$1060 dollars to bring the total bid amount approved to \$47,572.00. Joe O. seconded the motion. (comment above) Motion approved unanimously by roll-call vote. [09-22-04-05]

**E. Additional Money for Overages:** Joe G. recommended \$2,500 as a limit for the amount that Herb and Joe can approve the contractor to make changes on the contractor. Herb said that they need Bill here and Joe O. wondered if Bill knows how much they have available. Joe G. said that they are already real close to maxing out on the \$50,000 that they had budgeted for the work because with the \$1900 that was charged for the engineering fees, it puts them right at \$49,472. Joe G. said that they can have Bill move the funds from one line item to the building renovations to cover any overages. Joe G. also said that they would ensure that Superior provides something in writing for Herb or Joe to sign off on before extra work is done. Joe G. motioned to give Herb and him the authority to spend up to an additional \$2,500 for change orders related to this job. Jerry seconded the motion. Motion approved unanimously. [09-22-04-06]

**V. Further Discussion on Permanently Installing the Lights behind the Lake Court Center:** Joe G. thought that putting in the lights would be a worthwhile deal, however, he felt that \$1150 was too high based on what they could rent equipment for. Even if they did the work themselves, it'll still run them over \$2,000 to put three lights out there, based on the price that Ralph obtained for the light fixtures. Joe G. suggested that they could get a sleeve through the window well for the future so if they wanted to get wire out there, instead, Ralph said that they should incorporate a ½ inch pipe into the window that can be sealed off, otherwise, if they use a sleeve then they may have a leaking problem again.

**VI. Campers Dumping Garbage in the Dumpsters by New Landing:** A camper was caught dumping trash in the dumpsters by the New Landing office and when he was questioned about it he told them that the RCD, specifically Becky, said it was okay. The RCD and Becky denied that they gave them permission to the campers to use the dumpsters. Jerry suggested that they should put something in the campground for the campers to use and Joe G. said that, in the past, they had a dumpster by the burn-pile that was abused so they took it out. Becky said that maybe they could put a small trashcan by the campground and Joe G. said that that could be a consideration.

**VIII. Deer Stands:** Ralph said that there are 5-6 deer stands that are on golf course property that is adjacent to the campground. The New Landing POA is going to be writing to the DNR about their concern with the deer stands being too close to a populated area and suggested that the RCD may want to do the same considering that a camper could accidentally be shot at with an arrow. Joe G. thought it would be a good idea for Ralph to call or write to the golf course to

see if they are aware of the tree stands being there. Ralph said that the people who put the stands in there are friends of the golf course owner so they are aware of them being there. Joe O. thinks that as long as the tree stand is 100 yards away for a shotgun from the populated area, then they are legal. The board figured it would be even less for a bow. Based on that, Joe G. said that it may be a moot point because if they are 100 yards from the property line then they are legal. Ralph said that when they had their Great Dane, his son took him for a walk and a guy did take a shot at him.

**Adjourned:** Joe G. motioned to adjourn the meeting. Jerry seconded the motion. Motion approved unanimously by roll-call vote and meeting adjourned at 2:27PM. [09-22-04-07]

### **September 22<sup>nd</sup> Motion List**

1. Joe G. motioned to amend the agenda to include three possible additions to the contract for the board's consideration. Joe O. seconded the motion. Motion approved unanimously by roll-call vote. [09-22-04-01]
2. Joe G. motioned to accept amendment #1 to the proposed bid from Superior which involves the disconnecting and relocation of the condenser unit and the required 42" square condensation pad for a total cost of \$580. Jerry seconded the motion. Motion approved unanimously by roll-call vote. [09-22-04-02]
3. Joe G. motioned to approve the contractors bid to trench 100' of area to facilitate future lights and install 3 12" round sonnatubes for the amount of \$1150. Joe O. seconded the motion. Joe O. said that based on what Ralph is saying the size tubes that the contractor quoted were not adequate for the job and Joe G. agreed, adding that actually he should have motioned not to accept the bid because he thinks it is too much money. The motion failed unanimously by roll-call vote. [09-22-04-03]
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6. Joe G. motioned to give Herb and him the authority to spend up to an additional \$2,500 for change orders related to this job. Jerry seconded the motion. Motion approved unanimously. [09-22-04-06]
7. Joe G. motioned to adjourn the meeting. Jerry seconded the motion. Motion approved unanimously by roll-call vote and meeting adjourned at 2:27PM. [09-22-04-07]