

Finance & Personnel Committee  
Monday, March 6, 2017  
5:00 PM, Room 319, Courthouse Annex

## AMENDED AGENDA

1. Call to Order and Roll Call
2. Adoption/Amendments to the Agenda
3. Approval of Minutes – February 6, 2017
4. Audience Comments
5. Financial Update
6. Employee of the Month Award
7. Ordinance - Amendment to the Combined Annual Budget and Appropriation Ordinance for Vermilion County for the 2017-2016 Fiscal Year - Line Item Transfer – Mental Health- \$23,508.
8. Authorization - Enter into a Reciprocal Agreement with the Illinois Department of Revenue
9. Executive Sessions:
  - A **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1)** The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.
  - B **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2)** Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.
  - C **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (6)** The setting of a price for sale or lease of property owned by the public body.
  - D **Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11)** Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
10. Items of Information
11. Adjournment

Finance & Personnel Committee  
Monday, February 6, 2016  
5:15 PM, Room 319, Courthouse Annex

## MINUTES

### Agenda Item 1 - Call to Order and Roll Call

Chairman Steve Fourez called the Finance/Personnel meeting to order at 5:15 PM. Upon the call of the roll, the following members were present; Wes Bieritz, Darren Duncan, Steve Fourez, Todd Johnson, and Bruce Stark. Robert Boyd and Becky Stark were absent and excused. Also in attendance was Bill Wright, Vermilion County Auditor; Chief Deputy Auditor Alexis Berlin; Bill Donahue, Vermilion County State's Attorney; Doug Toole, Director of the Vermilion County Health Department; Nancy O'Kane, Vermilion County Board Member; Paul Sermersheim, Executive Director of Peer Court; Katie Osterbur, Peer Court Coordinator; and Michael Marron, Vermilion County Board Chairman.

### Agenda Item 2 - Adoption/Amendments to the Agenda

Stark moved, seconded by Bieritz, to amend the agenda and remove the scheduled presentation by the Treasurer. Motion passed by acclamation.

### Agenda Item 3 - Approval of Minutes – January 9, 2017

Bieritz moved, seconded by Johnson, to approve the minutes as presented. Motion passed by acclamation.

### Agenda Item 4 - Audience Comments

None

### Agenda Item 5 - Financial Update

Mr. Bayard passed out a report and indicated that he utilized an alternative database to develop the report because the current one had yet to be updated. Mr. Bayard briefly went through the list of departments and noted that expenditures were generally within an acceptable range of the previous year's expenditures signifying that there was no unusual activity with regard to the county's adherence to the budget. Auditor Bill Wright introduced his Chief Deputy, Alexis Berlin who was recently hired. Wright provided additional information which captured encumbered funds by department. He indicated that County expenses were consistent with previous spending patterns.

### Agenda Item 7 – Employee of the Month Award

Fourez solicited comments about who should win the award. The committee discussed establishing a process to select the future winners of the Employee of the Month designation. Among the items that would be considered were: whether to limit nominations to one employee per department; the frequency of the award; and the finding ways to increase the number of departments that participated. Vermilion County Board Chairman Marron indicated that he hoped that the award would boost morale and catalyze department heads to more regularly consider employees that are doing good work in their office. Stark moved, seconded by Johnson to select Jana Messmore as Vermilion County's Employee of the Month. Motion passed by acclamation.

### Agenda Item 8– Ordinance - Abatement of the Annual Tax Levy

Marron explained that the proposed ordinance would abate the annual tax levy and would be paid for by an existing quarter percent sales tax. He added that it was a measure taken every year to return funds to the public. Bieritz moved, seconded by Duncan, to approve the ordinance to abate the annual tax

levy. Upon the call of the roll the following members voted yes to approve the ordinance to wit: Wes Bieritz, Darren Duncan, Steve Fourez, Todd Johnson, and Bruce Stark. 5 yes, 2 absent.

**Agenda Item 9 - Peer Court**

Marron mentioned that the ordinance under consideration had passed was approved by the Judicial and Rules committee. Marron explained that the Peer Court Program was funded by the County and it was shifted to the 708 Board. He highlighted how the program was effective in diverting individuals from the legal systems. Stark moved, seconded by Johnson, to approve the ordinance to fund the Peer Court program. Ms. Katie Osterbur, a representative of Peer Court provided a brief explanation of Peer Court's activities. Duncan welcomed the opportunity for the committee to review the program in the future and consider adequate funding levels for the program. Stark moved seconded by Johnson, to approve the ordinance to fund the Peer Court program at \$5,250. Upon the call of the roll the following members voted yes to approve the ordinance to wit: Wes Bieritz, Darren Duncan, Steve Fourez, Todd Johnson, and Bruce Stark. 5 yes, 2 absent.

**Agenda Item 10 – Executive Session**

Not necessary

**Agenda Item 11 - Items of Information**

Marron reported that there was considerable discussion around a proposed hog farm and that he anticipated that many county residents were wanting to provide input. Marron clarified that the decision to allow the hog farm was mostly under the jurisdiction of the United States Department of Agriculture. He indicated that the proposed farm had to meet specific criteria in order to be approved. Stark revealed that the farm had been approved and had met the required criteria. Marron also indicated that he conferred with Vermilion County Board members and wanted to make sure there was adequate time for public comment on the subject. Bieritz inquired if the public comment would serve as a criterion to which the response was that it would not be a criterion. There was also a question also about future expansion of the farm to which Fourez and Marron stated that it was there understanding that it would have to be approved by the Department of Agriculture.

**Agenda Item 12 – Adjournment**

Fourez adjourned the meeting at 6:10 PM.

Request for Transfer  
Fiscal Budget  
2016 - 2017

Dept: Mental Health 708 Board

Date: 01 - 26 - 2107

From: 004.470.00.04361

To: 004.470.00.04101 and 004.470.00.04251

Line Item	Description	Line Item	Description	Amount
004 - 470 - 00 - 04361	Contractual/Prof Services	004 - 470 - 00 - 04101	Salary-Personnel	\$ 20,175.00
004 - 470 - 00 - 04361	Contractual/Prof Services	004 - 470 - 00 - 04251	Travel Expenses	\$ 3,333.00
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$

**NARRATIVE:**

The VCMHB had contracted with Barb Chatman, as an independent contractor, to provide services as the Complex Services Planner. Barb retired on November 30, 2016. The VCMHB voted at its January 23, 2017 meeting to make that position an employee of the VCMHB office. In order to fund that position, \$23,508 will be moved from the Contractual/Professional Services line item. \$20,175 will be moved to the Salary-Personnel line item. \$3,333 will be moved to the Travel Expenses line item. These transfers will fund the position for the rest of the 2016-2107 fiscal year. Next year's VCMHB fiscal budget will reflect a total of \$32,210 for the Salary-Personnel line item, and a total of \$6,200 for the Travel Expense line item.

These transfers do not increase the overall VCMHB budget; they move funding around within the budget. There will be some additional costs incurred to the County as a result of adding an employee.

Department Head: \_\_\_\_\_

**Approved By:**

Health and Education Committee

Finance Committee

<u>Kevin Green</u>	<u>ABSENT</u>
Chairman	
<u>Chuck Nesbitt</u>	<u>YES</u>
<u>Marla Mackiewicz</u>	<u>YES</u>
<u>Chuck Mockbee</u>	<u>YES</u>
<u>Chad Turner</u>	<u>YES</u>
<u>Cari West-Monson</u>	<u>YES</u>
<u>Phearn Butler</u>	<u>ABSENT</u>

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 02 - 16 - 2017

Date: \_\_\_\_\_

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION  
BETWEEN THE [TOWN][CITY][VILLAGE][COUNTY]  
OF \_\_\_\_\_  
AND THE  
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the [Town][City][Village][County] of \_\_\_\_\_ (the ["Municipality"] ["County"]) financial information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act (the "Tax Acts"). For purposes of this Reciprocal Agreement, "financial information" means the following information for each retailer or serviceman in the [Municipality][County]: (1) the business name; (2) the business address; (3) the standard classification number assigned to the business; (4) net revenue distributed to the requesting [municipality][county] that is directly related to the requesting [municipality's][county's] local share of the proceeds under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act distributed from the Local Government Tax Fund, and, if applicable, any locally imposed retailers' occupation tax or service occupation tax; and (5) a listing of all businesses within the requesting [municipality][county] by account identification number and address.

It is further agreed that all information exchanged will be used only for the official purposes of the State and of the [Municipality][County] and shall be kept confidential in accordance with the Tax Acts. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to this Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The [Municipality][County] agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information," which is incorporated into this Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the [Municipality][County] unless and until the [Municipality][County] signs Attachment A.

It is agreed that only the chief executive officer of the [Municipality][County] will initiate a Reciprocal Agreement with the Department. Information provided to the [Municipality][County] under this Reciprocal Agreement may be shared with or viewed by only persons who are directly involved in the financial operations of the [Municipality][County], including [Municipal][County] employees, and persons, such as attorneys or accountants, retained by the [Municipality][County]. The information provided shall not, however, be shared with or viewed by any person who is compensated by the [Municipality][County] for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence. The chief executive officer shall provide the Department with a list of names and official titles of persons designated by him or her as persons exclusively authorized to request, view, or receive financial information on his or her behalf. The list shall be on [Municipal][County] letterhead and shall be signed by the chief executive officer. The information provided by the Department shall not be viewed by or shared with anyone who

September 1, 2016 and after

is not on the list. Each person designated to request, view, or receive financial information must acknowledge to the Department that he or she received and reviewed this Reciprocal Agreement and understands the legal and contractual obligation to maintain the confidentiality of this information by signing and returning Attachment B, which attachment shall be incorporated into this Reciprocal Agreement. The Department agrees to provide the [Municipality][County] with a written list showing the names and official titles of Department employees designated by it to request, view, or receive financial information from the [Municipality][County]. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under this Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the [Municipality][County] unless and until the [Municipality][County] provides:

- a signed copy of this Reciprocal Agreement;
- a signed copy of Attachment A;
- a list of names and official titles of persons exclusively authorized to request, view, or receive financial information on [Municipal][County] letterhead, signed by the chief executive officer; and
- a completed and signed Attachment B for each person designated by the chief executive officer of the [Municipality][County] as authorized to request, view, or receive financial information.

It is further agreed that either party for administrative reasons may refuse to share information.

This Reciprocal Agreement may be canceled by either party at any time and will be canceled in the event of any unauthorized use or disclosure (verbally, in writing, or by any other means) of confidential financial information obtained pursuant to this Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such confidential financial information.

Illinois Department of Revenue

\_\_\_\_\_  
[Municipality][County]

\_\_\_\_\_  
Director

\_\_\_\_\_  
Chief Executive of the [Municipality][County]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the [Municipality][County]

\_\_\_\_\_  
Date

## ATTACHMENT A

### MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT ON THE EXCHANGE OF INFORMATION

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing, on letterhead of the [Municipality][County] and addressed to the Local Tax Allocation Division at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk that is only accessible by persons authorized under the Reciprocal Agreement to receive information. Any information stored in an electronic format shall be password protected and restricted to only those persons authorized under the Reciprocal Agreement to receive information.
3. Any [Municipality][County] that receives information under the Reciprocal Agreement will promptly notify the Department when a person who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the [Municipality][County] or otherwise is no longer authorized by statute or by the [Municipality][County] to receive the information.
4. Any [Municipality][County] that receives information under the Reciprocal Agreement will report to the Department any possible or suspected breach of confidentiality of the information as soon as possible, but no later than the close of business on the business day following the date of discovery.
5. The proper method for destruction of information that is no longer needed is shredding or destruction of the CDs.
6. Any [Municipality][County] that receives information under the Reciprocal Agreement will not share the information with or allow the information to be viewed by any person who is compensated by the Municipality or County for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence.

September 1, 2016 and after

7. Any person who divulges confidential information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, is guilty of a Class B misdemeanor with a fine not to exceed \$7,500.00 per disclosure. Confidential information includes any information collected by the Department from any return or investigation other than name and address of the taxpayer. Disclosure of confidential information to [Municipal][County] Employees, contractors, or vendors who are not explicitly authorized to view such information under the Reciprocal Agreement constitutes unauthorized disclosure.
  
8. Information received under the Reciprocal Agreement is exempt from disclosure under section 7(1)(a) of the Freedom of Information Act (FOIA). Section 11 of the Retailer's Occupation Tax Act (ROTA) specifically prohibits disclosure of this information. To ensure uniform responses among recipients of confidential tax information, a [Municipality][County] that receives a FOIA request for information received under the Reciprocal Agreement shall (a) deny the request pursuant to section 7(1)(a) of FOIA; (b) notify the Department of Revenue of the request; and (c) keep the Department apprised of any proceedings instituted to compel the release of information under FOIA.

The [Town][City][Village][County] of \_\_\_\_\_ agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement, which it has entered into with the Illinois Department of Revenue.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT B**

**Acknowledgment of Restrictions on Use and Disclosure of Confidential Financial Information**

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I, \_\_\_\_\_, am currently employed as [a][an] \_\_\_\_\_ with [the [Town][City][Village][County] of \_\_\_\_\_ (the [“Municipality”][“County”])][name of non-government entity]. I am authorized under the Reciprocal Agreement on Exchange of Information between [name of Municipality][name of County] and the Illinois Department of Revenue to request, view, or receive confidential financial information on behalf of the [Municipality][County]. I have received and reviewed the Reciprocal Agreement on the Exchange of Information and I understand its terms.

By my signature below I acknowledge that the unauthorized use or disclosure of confidential financial information obtained under the Reciprocal Agreement is prohibited by law. I further acknowledge that any person who divulges confidential financial information in any manner, except pursuant to a court order or as otherwise authorized by law, is guilty of a Class B misdemeanor and subject to a fine of up to \$7,500 per disclosure. I understand that disclosing confidential financial information to persons who are not explicitly authorized under the Reciprocal Agreement constitutes unauthorized use and disclosure.

Employer: (Please print) \_\_\_\_\_

Position/Title: (Please print) \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]