

FINANCE COMMITTEE MINUTES

DATE OF MEETING: October 17, 2022 at 5:01 p.m. County Building

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

MEMBERS ABSENT: Travis Houser

SUMMARY OF DISCUSSION:

- No one wanting to speak to the committee.
- Motion by Ferguson, 2nd by Newberg to approve the claims. Voice vote, motion carried.
- Committee reviewed the Benefits Policy for the Chief Deputy. Motion by Newberg, 2nd by Matthews to recommend to the full board to approve the Benefits Policy for the Chief Deputy. Voice vote, motion carried. (attached)
- Committee reviewed the Benefits Policy for the Jail Administrator. Motion by Ferguson, 2nd by Newberg to recommend to the full board to approve the Benefits Policy for the Jail Administrator. Voice vote, motion carried. (attached)
- Committee reviewed the completed proposal of the FY23 budget and levies. Projected county tax rate is \$.70. Motion by Ferguson, 2nd by Matthews to recommend to the full board to put the proposed FY23 budget and levies on display. Voice vote, motion carried.
- Dee information the committee that the EMA assistant has tendered her resignation. The EMA Coordinator will begin looking for a replacement.
- Motion by Ferguson, 2nd by Newberg to adjourn at 5:25 p.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve the claims.

Recommend to the full board to approve the Benefits Policy for the Chief Deputy.

Recommend to the full board to approve the Benefits Policy for the Jail Administrator.

Recommend to the full board to put the proposed FY23 budget and levies on display.

RECOMMENDATIONS TO FULL BOARD:

Recommend to the full board to approve the Benefits Policy for the Chief Deputy.

Recommend to the full board to approve the Benefits Policy for the Jail Administrator.

Recommend to the full board to put the proposed FY23 budget and levies on display.

DATE OF NEXT MEETING: November 21, 2022 at 5:00 p.m.

**AGENDA FOR
THE FINANCE COMMITTEE**

Date and Time of Meeting: October 17, 2022 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 claims
 - b. Recommend to full board to approve Benefit Policy for Chief Deputy
 - c. Recommend to full board to approve Benefit Policy for Jail Administrator
 - d. Recommend to full board to put the FY23 budgets/levies on display
 - e.
 - f.
4. Items for Discussion Only (No Action Requested)
 - a.
 - b.
5. Executive Session
 - a.
6. Motion to adjourn

Posted: October 13, 2022 at 3:40 p.m.

By: Dee Rentmeister

State of Illinois)
) SS.
County of DeWitt)

DE WITT COUNTY SHERIFF'S OFFICE
BENEFIT POLICY FOR CHIEF DEPUTY POSITION

The following benefit policy for the DeWitt County Sheriff's Office applies to any party in the **CHIEF DEPUTY** position as appointed to by the DeWitt County Sheriff. This benefit policy **does not constitute a contractual relationship** between the DeWitt County Sheriff and the party so appointed to the position of Chief Deputy. Appointment to the position of the Chief Deputy is upon the sole and exclusive discretion of the DeWitt County Sheriff and removal therefrom shall not constitute any form of disciplinary action.

1. Duration:

This policy statement commences on December 1, 2022 and continues for a period not to exceed four (4) years, expiring on November 30, 2026. It may be unilaterally amended or revised by the DeWitt County Sheriff and/or the DeWitt County Board.

2. Salary:

Commencing on December 1, 2022, the annual salary for the Chief Deputy shall be eighty thousand dollars (\$80,000.00), as approved by the DeWitt County Sheriff and the DeWitt County Board. Thereafter, annual wage increases shall be as follows: effective December 1, 2023 a 4.0% wage increase to \$83,200.00; effective December 1, 2024 a 4.0% wage increase to \$86,528.00; and, effective December 1, 2025 a 3.0% wage increase to \$89,123.00.

All salary payments made to the Chief Deputy shall be treated as wages for withholding and employment tax purposes as provided by law.

3. Benefits:

- (a) **Vacation.** The Chief Deputy shall be entitled to vacation benefits as provided for pursuant to the Labor Agreement in effect at the time between the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Patrol Bargaining Unit) or any successor union thereafter.
- (b) **Sick Leave.** The Chief Deputy shall be entitled to sick leave benefits as provided for pursuant to the Labor Agreement in effect at the time between the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Patrol Bargaining Unit) or any successor union thereafter.
- (c) **Holidays.** The Chief Deputy shall be entitled to Holiday and Personal Day(s) benefits as provided for pursuant to approved holidays/personal days benefits approved by the DeWitt County Board.
- (d) **Vehicle.** The Chief Deputy shall have the exclusive and unrestricted use of an automobile, which the Sheriff shall provide. The make, model, and year of the vehicle shall be within the discretion of the Sheriff. The County shall provide vehicle insurance at no cost to the Chief Deputy. The Chief Deputy shall be the only authorized driver of the vehicle. The Chief

Deputy shall not permit any other person to drive the vehicle. The Chief Deputy shall not drive the vehicle outside the State of Illinois unless otherwise approved by the DeWitt County Sheriff or in direct performance of his duties herein.

- (e) **Health Insurance and Life Insurance Benefits.** The Chief Deputy shall be subject to the same health insurance and life insurance benefits as are provided for by the County, pursuant to the Labor Agreement in effect at the time between the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Patrol Bargaining Unit) or any successor union thereafter.
- (f) **Retirement Benefits.** The Chief Deputy shall be subject to the retirement benefits as are provided for by the County, pursuant to the Labor Agreement in effect at the time between the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Patrol Bargaining Unit) or any successor union thereafter, as required by State statute.

4. At-Will Employment:

It is expressly understood that this policy statement is not intended, either expressly or impliedly, to provide any guarantee of continued employment and/or work hours and should in no way be construed as an employment contract for the position of Chief Deputy. The Chief Deputy is an "employee at will" and is not guaranteed employment herein. Nor shall this policy statement create any rights in nature of an employment contract. Furthermore, unless specified within this policy statement, the DeWitt County Sheriff and/or the DeWitt County Board retains the right to unilaterally change or otherwise alter benefits related to employment as a Chief Deputy without additional compensation to the Chief Deputy.

5. Right to Reversion to Prior Rank:

Should the DeWitt County Sheriff elect to revoke appointment of the Chief Deputy, the person holding such position has the right to revert back to his prior rank within the DeWitt County Sheriff's Office wherein any party holding such prior rank may be subject to layoff pursuant to the Labor Agreement in effect at the time with the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Patrol Bargaining Unit) or any successor union at the time.

6. Duties: The Chief Deputy shall serve at the discretion and pleasure of the DeWitt County Sheriff, and shall perform the duties as may appear from time to time in any personnel manual promulgated by the DeWitt County Sheriff's Office, those imposed by law, and those customarily assumed by the Chief Deputy for the DeWitt County Sheriff's Office, including but not limited to:

- (a) Direct and indirect supervision of Sheriff's Office employees.
- (b) Review, approval, and implementation of new and revised departmental policies, procedures, rules, and regulations to increase the efficiency and effectiveness of the department.
- (c) Handling all personnel matters including evaluations, status reports, disciplinary investigations, discipline, performance improvement, commendations, and recommendations to the DeWitt County Sheriff regarding personnel matters.
- (d) Conduct meetings of department staff to discuss administration and/or changes in policies, procedures, regulations or programs within the department.
- (e) Attend official meetings of the DeWitt County Board or its committees, at the direction of the DeWitt County Sheriff as necessary, which meetings may be after hours, as required to answer questions, provide information, and to request resources.

- (f) Supervise the preparation of the department budgets; submit and justify them before the DeWitt County Sheriff and DeWitt County Board.
- (g) Maintain appropriate contacts with County attorneys and other appropriate persons including the members of staff of the DeWitt County Board.
- (h) Coordinate appropriate department activities with other law enforcement departments and local, state, and federal agencies.
- (i) Any and all other duties and assignments directed by the DeWitt County Sheriff.
- (j) Shall be subject to personnel rules of the DeWitt County Sheriff's Office but **shall not be subject to overtime compensation** in that the Chief Deputy is exempt from overtime provisions as a management, supervisory position of the DeWitt County Sheriff's Office.
- (k) The Chief Deputy shall serve the DeWitt County Sheriff's Office faithfully, diligently and competently, and to the best of his/her ability, and the Chief Deputy shall use his/her best efforts to enhance and develop the DeWitt County Sheriff's Office, internal organization, operations, business affairs, interests and welfare. The Chief Deputy shall devote his/her full business time and attention to the business and affairs of the DeWitt County Sheriff's Office and the performance of his/her duties hereunder and **shall not be employed by any other entity** while serving the DeWitt County Sheriff's Office unless otherwise mutually agreed to by the DeWitt County Sheriff. Any such agreement shall be in writing and provide an express term of such secondary employment and indemnification of DeWitt County with regard to the Chief Deputy's performance of duties under such secondary employment.

7. Terms and Conditions Incorporated By Reference:

It is understood that the terms and conditions contained in any General Orders of the Department in effect at the time and other personnel rules and regulations shall apply herein as though specifically stated, unless it conflicts with the terms and conditions of this policy statement, wherein this policy statement shall take precedence.

8. Residency:

The parties fully understand that as a condition of continued employment, the Chief Deputy shall reside and have his legal place of abode within the corporate boundaries of the County of DeWitt within twelve (12) months of initial appointment as Chief Deputy. Failure to do so or failure to maintain such residency shall result in the immediate removal of such appointment as Chief Deputy unless otherwise agreed to in writing by the DeWitt County Sheriff.

9. Disclosure of Confidential Information.

- (a) **Prohibition on Disclosure.** The Chief Deputy recognizes that he/she will generate and be exposed to Confidential Information (as defined below). The Chief Deputy agrees that during the term of said appointment and for a period of five years thereafter he/she shall hold in strictest confidence and shall not, other than as required by law, without the prior written consent of the DeWitt County Sheriff, use for his/her own benefit or that of any third party or disclose to any person, firm, governmental entity or corporation, except the County, any Confidential Information.

(b) **Definition of "Confidential Information"**. For purposes of this Agreement, "Confidential Information" shall mean all information, and all documents and other tangible items which record the following types of information relating to the County:

- (I) Financial information with respect to the County including, without limitation, budgets, revenue projections, reports and analyses;
- (II) Future plans for the County;
- (III) Proposed ordinances, resolutions, rules, and regulations not yet disclosed to the public;
- (IV) County contracts and agreements; and
- (V) Any and all non-public documents, records, and other information relating to the County, provided, however, that information shall not be deemed to be Confidential Information if it becomes generally known to the public other than as a result of the Chief Deputy's breach of the Agreement, or as a result of a breach by any other person under a legal, contractual or fiduciary obligation not to disclose such information, where he/she has reason to know such a breach has occurred.

(c) **Exception.** The Chief Deputy may provide Confidential Information (I) to department employees on a "need to know" basis with appropriate precautions taken to maintain confidentiality, and in such case he/she shall be responsible for any unauthorized further disclosure of such information by employees or (II) if legal counsel for the County or for the Chief Deputy reasonably advises him/her that disclosure is required by law, provided that the Chief Deputy gives notice to the County of such disclosure as far in advance as practical.

(d) **Return of Information.** The Chief Deputy (or if deceased, his/her personal representative) shall promptly, following a request therefore from the County, return to the County, without retaining copies, all tangible items which are or which contain Confidential Information.

10. Indemnification. The County shall defend, hold harmless, and indemnify the Chief Deputy against any claim of tort, professional liability, civil rights or other statutory violation, or any other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the course of his/her performance of his/her duties hereunder, provided that there shall be no defense, saving harmless, or indemnification for acts and omissions amounting to knowing violation of law, willful misconduct, or material violation of this policy statement. The Chief Deputy shall promptly give notice of any such claim to the County and shall notify it promptly of any threats to make such a claim. The County shall control any such litigation, including the selection of counsel, and may compromise, settle, or litigate any such claim or suit. Employee shall cooperate fully with the County in any such litigation.

11. Representations.

(a) **Chief Deputy Representations.** The Chief Deputy represents that:

- (ii) He maintains a valid and effective driver's license.
- (iii) He has knowledge of state and federal laws, statutes, and regulations (1) defining criminal activity and (2) pertaining to labor relations and employee rights commensurate with and relevant to the duties expected of and assigned to the Chief Deputy.
- (iv) He has knowledge of the functions of and relationships between departments and agencies commensurate with and relevant to the duties expected of and assigned to the Chief Deputy.

- (b) **County's Representation.** The DeWitt County Sheriff and DeWitt County represents that this policy statement has been approved by the DeWitt County Sheriff and DeWitt County Board.

12. Miscellaneous.

- (a) The Chief Deputy shall be responsible for maintaining a mobile phone and shall be reasonably available for consultation and/or call out appropriate under the circumstances.

IN WITNESS WHEREOF, the parties have executed recognition of this Policy Statement as of the date appearing herein.

Rob Spikard
(Chief Deputy)

Dated: _____

COUNTY OF DE WITT

Michael Walker
(DeWitt County Sheriff)

Dated: _____

Terry Ferguson
Chairman, DeWitt County Board

Dated: _____

State of Illinois)
) SS.
County of DeWitt)

DE WITT COUNTY SHERIFF'S OFFICE
BENEFIT POLICY FOR JAIL ADMINISTRATOR POSITION

The following benefit policy for the DeWitt County Sheriff's Office applies to any party in the **JAIL ADMINISTRATOR** position as appointed to by the DeWitt County Sheriff. This benefit policy **does not constitute a contractual relationship** between the DeWitt County Sheriff and the party so appointed to the position of Jail Administrator. Appointment to the position of the Jail Administrator is upon the sole and exclusive discretion of the DeWitt County Sheriff and removal therefrom shall not constitute any form of disciplinary action. Furthermore, the Jail Administrator shall serve in a "non-sworn" capacity:

1. Duration:

This policy statement commences on December 1, 2022 and continues for a period not to exceed four (4) years, expiring on November 30, 2026. It may be unilaterally amended or revised by the DeWitt County Sheriff and/or the DeWitt County Board.

2. Salary:

Commencing on December 1, 2022, the annual salary for the Jail Administrator shall be sixty thousand dollars (\$60,000.00), as approved by the DeWitt County Sheriff and the DeWitt County Board. Thereafter, annual wage increases shall be as follows: effective December 1, 2023 a 4.0% wage increase to \$62,400; effective December 1, 2024 a 4.0% wage increase to \$64,896.00; and, effective December 1, 2025 a 3.0% wage increase to \$66,842.00.

All salary payments made to the Jail Administrator shall be treated as wages for withholding and employment tax purposes as provided by law.

3. Benefits:

- (a) **Vacation.** The Jail Administrator shall be entitled to vacation benefits as provided for pursuant to the Labor Agreement in effect at the time between the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Corrections Bargaining Unit) or any successor union thereafter.
- (b) **Sick Leave.** The Jail Administrator shall be entitled to sick leave benefits as provided for pursuant to the Labor Agreement in effect at the time between the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Corrections Bargaining Unit) or any successor union thereafter. However, any provision to the contrary notwithstanding, the Jail Administrator shall NOT BE ELIGIBLE for any sick leave "buyback" provisions contained within said Labor Agreement.
- (c) **Holidays.** The Jail Administrator shall be entitled to Holiday and Personal Day(s) benefits as provided for pursuant to approved holidays/personal days benefits approved by the DeWitt County Board.

- (d) **Health Insurance and Life Insurance Benefits.** The Jail Administrator shall be subject to the same health insurance and life insurance benefits as are provided for by the County, pursuant to the Labor Agreement in effect at the time between the DeWitt County Sheriff's Office and the Illinois F.O.P. Labor Council (Corrections Bargaining Unit) or any successor union thereafter.
- (e) **Retirement Benefits.** The Jail Administrator shall be subject to the retirement benefits as are provided for by the County, as a "non-sworn" employee under the Illinois Municipal Retirement Fund. As a "non-sworn" employee, the Jail Administrator shall be subject to any other retirement fund benefits.

4. At-Will Employment:

It is expressly understood that this policy statement is not intended, either expressly or impliedly, to provide any guarantee of continued employment and/or work hours and should in no way be construed as an employment contract for the position of Jail Administrator. The Jail Administrator is an "employee at will" and is not guaranteed employment herein. Nor shall this policy statement create any rights in nature of an employment contract. Furthermore, unless specified within this policy statement, the DeWitt County Sheriff and/or the DeWitt County Board retains the right to unilaterally change or otherwise alter benefits related to employment as a Jail Administrator without additional compensation to the Jail Administrator.

5. Duties. The Jail Administrator shall serve at the discretion and pleasure of the DeWitt County Sheriff, and shall perform the duties as may appear from time to time in any personnel manual promulgated by the DeWitt County Sheriff's Office, those imposed by law, and those customarily assumed by the Jail Administrator for the DeWitt County Sheriff's Office, including but not limited to:

- (a) Direct and indirect supervision of Sheriff's Office employees.
- (b) Review, approval, and implementation of new and revised departmental policies, procedures, rules, and regulations to increase the efficiency and effectiveness of the department.
- (c) Handling all personnel matters including evaluations, status reports, disciplinary investigations, discipline, performance improvement, commendations, and recommendations to the DeWitt County Sheriff regarding personnel matters.
- (d) Conduct meetings of department staff to discuss administration and/or changes in policies, procedures, regulations or programs within the department.
- (e) Coordinate appropriate department activities with other law enforcement departments and local, state, and federal agencies.
- (i) Any and all other duties and assignments directed by the DeWitt County Sheriff.
- (j) Shall be subject to personnel rules of the DeWitt County Sheriff's Office but **shall not be subject to overtime compensation** in that the Jail Administrator is exempt from overtime provisions as a management, supervisory position of the DeWitt County Sheriff's Office.
- (k) The Jail Administrator shall serve the DeWitt County Sheriff's Office faithfully, diligently and competently, and to the best of his/her ability, and the Jail Administrator shall use his/her best efforts to enhance and develop the DeWitt County Sheriff's Office, internal organization, operations, business affairs, interests and welfare. The Jail Administrator shall devote his/her full business time and attention to the business and affairs of the DeWitt County Sheriff's Office and the performance of his/her duties hereunder and **shall not be**

employed by any other entity while serving the DeWitt County Sheriff's Office unless otherwise mutually agreed to by the DeWitt County Sheriff. Any such agreement shall be in writing and provide an express term of such secondary employment and indemnification of DeWitt County with regard to the Jail Administrator's performance of duties under such secondary employment.

7. Terms and Conditions Incorporated By Reference:

It is understood that the terms and conditions contained in any General Orders of the Department in effect at the time and other personnel rules and regulations shall apply herein as though specifically stated, unless it conflicts with the terms and conditions of this policy statement, wherein this policy statement shall take precedence.

9. Disclosure of Confidential Information.

- (a) **Prohibition on Disclosure.** The Jail Administrator recognizes that he/she will generate and be exposed to Confidential Information (as defined below). The Jail Administrator agrees that during the term of said appointment and for a period of five years thereafter he/she shall hold in strictest confidence and shall not, other than as required by law, without the prior written consent of the DeWitt County Sheriff, use for his/her own benefit or that of any third party or disclose to any person, firm, governmental entity or corporation, except the County, any Confidential Information.
- (b) **Definition of "Confidential Information".** For purposes of this Agreement, "Confidential Information" shall mean all information, and all documents and other tangible items which record the following types of information relating to the County:
- (I) Financial information with respect to the County including, without limitation, budgets, revenue projections, reports and analyses;
 - (II) Future plans for the County;
 - (III) Proposed ordinances, resolutions, rules, and regulations not yet disclosed to the public;
 - (IV) County contracts and agreements; and
 - (V) Any and all non-public documents, records, and other information relating to the County, provided, however, that information shall not be deemed to be Confidential Information if it becomes generally known to the public other than as a result of the Jail Administrator's breach of the Agreement, or as a result of a breach by any other person under a legal, contractual or fiduciary obligation not to disclose such information, where he/she has reason to know such a breach has occurred.
- (c) **Exception.** The Jail Administrator may provide Confidential Information (I) to department employees on a "need to know" basis with appropriate precautions taken to maintain confidentiality, and in such case he/she shall be responsible for any unauthorized further disclosure of such information by employees or (II) if legal counsel for the County or for the Jail Administrator reasonably advises him/her that disclosure is required by law, provided that the Jail Administrator gives notice to the County of such disclosure as far in advance as practical.
- (d) **Return of Information.** The Jail Administrator (or if deceased, his/her personal representative) shall promptly, following a request therefore from the County, return to the County, without retaining copies, all tangible items which are or which contain Confidential Information.

10. Indemnification. The County shall defend, hold harmless, and indemnify the Jail Administrator against any claim of tort, professional liability, civil rights or other statutory violation, or any other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the course of his/her performance of his/her duties hereunder, provided that there shall be no defense, saving harmless, or indemnification for acts and omissions amounting to knowing violation of law, willful misconduct, or material violation of this policy statement. The Jail Administrator shall promptly give notice of any such claim to the County and shall notify it promptly of any threats to make such a claim. The County shall control any such litigation, including the selection of counsel, and may compromise, settle, or litigate any such claim or suit. Employee shall cooperate fully with the County in any such litigation.

11. Representations.

- (a) **Jail Administrator Representations.** The Jail Administrator represents that:
 - (ii) He maintains a valid and effective driver's license.
 - (iii) He has knowledge of state and federal laws, statutes, and regulations (1) defining criminal activity and (2) pertaining to labor relations and employee rights commensurate with and relevant to the duties expected of and assigned to the Jail Administrator.
 - (iv) He has knowledge of the functions of and relationships between departments and agencies commensurate with and relevant to the duties expected of and assigned to the Jail Administrator.
- (b) **County's Representation.** The DeWitt County Sheriff and DeWitt County represents that this policy statement has been approved by the DeWitt County Sheriff and DeWitt County Board.

12. Miscellaneous.

- (a) The Jail Administrator shall be responsible for maintaining a mobile phone and shall be reasonably available for consultation and/or call out appropriate under the circumstances.

IN WITNESS WHEREOF, the parties have executed recognition of this Policy Statement as of the date appearing herein.

Misty Vaughn
(Jail Administrator)

Dated: _____

COUNTY OF DE WITT

Michael Walker
(DeWitt County Sheriff)

Dated: _____

Terry Ferguson
Chairman, DeWitt County Board

Dated: _____