

FREMONT TOWNSHIP BOARD MEETING AGENDA
Regular Board Meeting: January 8, 2018 7:00 P.M.
22385 W. Highway 60, Mundelein, IL 60060

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

- 4.1** Motion to approve the minutes of the December 11, 2017 Regular Board Meeting.

5. CORRESPONDENCE

6. OLD BUSINESS

7. NEW BUSINESS

7.1 2018 PACE Transportation Agreement

- Motion to adopt 2018 PACE Transportation Agreement.

7.2 Fremont Township Sexual Harassment Ordinance No. 268

- Motion to adopt Fremont Township Sexual Harassment Ordinance No. 268.

7.3 Resolution Recognizing Ed Sullivan

- Motion to recognize Ed Sullivan for his years of service to Fremont Township.

8. PARKS REPORT

9. CERT REPORT

10. COMMUNITY GARDEN REPORT

11. ELECTED OFFICIALS' REPORT

- Assessor
- Clerk
- Highway Commissioner
- Supervisor
- Trustees

12. GA/EA/FOOD PANTRY REPORT

13. PUBLIC COMMENTS

14. APPROVAL OF BILLS

- Motion to Audit and approve for payment of Road and Bridge Fund in the amount of \$ _____
Permanent Road Fund in the amount of \$ _____
And General Town Fund in the amount of \$ _____

ROLL CALL

- Motion to Audit and approve for payment of General Assistance Fund in the amount of \$ _____

15. EXECUTIVE SESSION – None

16. ADJOURN

TIME: _____

Minutes Board of Town Trustees

STATE OF ILLINOIS,
COUNTY OF LAKE,
TOWN OF FREMONT

The Fremont Township Board of Trustees met at 22385 W. Illinois Route 60. Mundelein, IL 60060 on December 11, 2017 to conduct a Regular Meeting.

<u>Diana O'Kelly</u>	Supervisor
<u>Christina McCann</u>	Town Clerk
<u>Bill Grinnell</u>	Highway Commissioner
<u>Ed Sullivan Jr.</u>	Assessor
<u>Jeri Atleson</u>	Town Trustee
<u>Tami Forman</u>	Town Trustee
<u>Connie Shanahan</u>	Town Trustee
<u>Keith Voss</u>	Town Trustee

1. CALL TO ORDER AND PLEDGE

Supervisor O'Kelly called the meeting to order at 7:00 P.M.

2. ROLL CALL

BOARD MEMBERS PRESENT

Trustee Atleson, Trustee Forman, Trustee Voss, Supervisor O'Kelly

Trustee Shanahan arrived at 7:30 p.m. due to hazardous road conditions.

ELECTED OFFICIALS PRESENT

Clerk McCann

OTHERS PRESENT

Joe Herchenbach, Rose Marie Domeny

3. PUBLIC COMMENTS

None

4. APPROVAL OF MINUTES

4.1 Trustee Voss moved, and Trustee Forman seconded the motion to approve the minutes of the November 3, 2017 Special Board Meeting. All in favor, motion carried.

4.2 Trustee Voss moved, and Trustee Forman seconded the motion to approve the minutes of the November 6, 2017 Regular Board Meeting. All in favor, motion carried.

5. CORRESPONDENCE

A thank you letter was received from "Anna", a township resident who has received assistance from the Township. Her family had experienced several hardships and credit Supervisor O'Kelly and Caseworker Nancy Lech with helping them to navigate through numerous issues.

6. OLD BUSINESS

6.1 2017 Town Levy

- Trustee Forman moved and Trustee Atleson seconded the motion to adopt Fremont Township Ordinance No. 266 levying taxes for the purposes of the General Town and General Assistance funds in the amount of \$1,198,320.00.

ROLL CALL

Aye: Trustee Atleson, Trustee Forman, Trustee Voss, **Nay:** None, **Absent:** Trustee Shanahan

6.2 2017 Road District Levy

- Trustee Forman moved, and Trustee Voss seconded the motion to adopt Fremont Township Road District Ordinance No. 267 levying taxes for the purposes of the Road and Bridge and Permanent Road funds in the amount of \$1,560,059.00.

ROLL CALL

Aye: Trustee Atleson, Trustee Forman, Trustee Voss, Nay: None, Absent: Trustee Shanahan

7. NEW BUSINESS

7.1 2018 PACE Transportation Agreement

No action was taken

7.2 2018 Parks Committee Meeting Schedule

- Trustee Voss moved, and Trustee Forman seconded the motion to adopt the 2018 Parks Committee Meeting schedule. All in favor, motion carried.

8. PARKS REPORT

No Report

9. CERT REPORT

Supervisor O'Kelly presented a written report prepared by Team Leader Pat Stejskal:

- Monday, November 6, the Team sponsored a public information session with other area CERTs at Fremont Public Library on the response to the summer flooding and presented Unit 1 of the CERT training program on Disaster Preparedness, what can be done now to prepare for an emergency. There was good attendance and participation.
- Wednesday, November 8, Used CERT funds to send 5 team members to the Local Emergency Planning Committee Conference at CLC
- Reorganized the CERT Outreach materials on shelves in the Barn
- Training Committee met to map out spring training class being held Feb 14-Mar 21, and secure speakers for team meetings throughout 2018
- Sunday, December 17, several local CERTs will participate in a local event for the "Feed My Starving Children"
- Team volunteers will help to move seniors back into Lake St. apartments later this month

10. COMMUNITY GARDEN REPORT

Trustee Jeri Atleson reported on the following:

- Garden produce was harvested and included in Thanksgiving dinners distributed to community members
- Planning for the 2018 season is underway

11. ELECTED OFFICIALS' REPORT

Assessor – No Report

Clerk

Clerk McCann reported on the following:

- The Illinois General Assembly enacted Public Act 100-554 on November 16, 2017 requiring local governments to adopt an Ordinance establishing a policy to prohibit sexual harassment. The Ordinance and Policy will be placed on the January 8, 2018 agenda

Highway Commissioner- No Report

Supervisor

Supervisor O'Kelly reported on the following:

- Attended TOI Annual Conference in Springfield, grateful Fremont Township officials work so well together on behalf of the residents of the township.
- Fremont Township received TOI awards for the "Fremont Flyer" newsletter and the Community Garden Project
- Attended Ride Lake County West and Ride Central Lake County transportation meetings
- Thanksgiving dinner donations included, 30 turkeys from Elly's Restaurant and 35 turkeys from Mundelein Jewel

- Mundelein Jewel has so far donated 18 turkey dinners with sides for Christmas dinner distribution
- Mundelein Packaging Corporation donated 15 cases for Christmas dinner distribution
- Mundelein Jewel is collecting “round-up” donations through the Christmas season for the township food pantry
- Met with Lake Street apartment representatives regarding timetable for residents to return to rehabbed units
- Beginning December 22, residents will begin moving back into their rehabbed apartments. Township staff, CERT members and community volunteers will assist with the moves
- Seniors required to evacuate from the apartments, most of whom lost everything, were provided \$600.00 money orders and \$225.00 gift cards from the Township to purchase household items.
- Funds for the Lake St. senior donations were received from community contributions

Trustees

- Trustee Forman attended the TOI Annual Conference and is thankful the Fremont Township board and staff work well together. Many Township officials in other districts have acrimonious relationships.
- Trustee Atleson attended the identify theft/fraud seminar sponsored by the Township. Michael McMurry and Chuck Stoffel spoke about the dangers faced with various methods of identity theft.
- Trustee Voss inquired about the law suit involving several assessors in Lake County. Fremont Township is not participating in the law suit.

GA/EA/FOOD PANTRY REPORT

The following statistics were reported for the month of November 2017:

- Three (3) residents received General Assistance without medical
- Zero (0) residents received Emergency Assistance
- Eighty-three (83) residents received food pantry assistance
- Twenty-two (22) residents received assistance with LIHEAP
- Taxi coupons use has not yet been reported from American Taxi
- Seventeen (17) residents received assistance with RTA pass applications
- Four (4) residents applied for the Benefit Access Program
- Eighteen (18) residents received Diaper Bank donations
- Through December 2017, 866 residents have received food pantry assistance

13. PUBLIC COMMENTS

None

14. APPROVAL OF BILLS

- Trustee Forman moved, and Trustee Shanahan seconded the motion to audit and approve for payment of Road and Bridge Fund in the amount of \$25,044.82, Permanent Road Fund in the amount of \$78,805.02 and General Town Fund in the amount of \$81,716.19.

ROLL CALL: Aye: Trustee Atleson, Trustee Forman, Trustee Shanahan, Trustee Voss. All in favor, motion carried.

- Trustee Shanahan moved, and Trustee Forman seconded the motion to audit and approve for payment of the General Assistance Fund in the amount of \$7,867.04. All in favor, motion carried.

15. EXECUTIVE SESSION

None

16. ADJOURN

- Trustee Shanahan moved, and Trustee Forman seconded the motion to adjourn the meeting at 7:44 p.m. All in favor, motion carried.

7.1

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE TOWNSHIP OF FREMONT FOR THE
PROVISION OF PARATRANSIT TRANSPORTATION SERVICES FUNDING**

THIS AGREEMENT is entered into this 8th day of January, A.D. 2018, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the TOWNSHIP OF FREMONT, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as the TOWNSHIP. The COUNTY and the TOWNSHIP are hereinafter referred to collectively as "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and the TOWNSHIP are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

WHEREAS, the COUNTY and the TOWNSHIP wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of paratransit services to meet the needs of seniors, persons with disabilities or medical needs, and the mobility challenged population; and,

WHEREAS, in 2008 the Lake County Coordinated Transportation Services Committee (hereinafter LCCTSC), which is a group of government, non-profit agency, and citizen representatives that have been working to improve paratransit services in Lake County, asked the COUNTY to apply to the Regional Transportation Authority (hereinafter the RTA), for funding of the Lake County Northwest Demonstration Project to expand the hours of the existing Pace (Northwest Lake Dial-a-Ride) paratransit service in Antioch, Avon, Grant, Lake Villa, Fremont and Wauconda Townships and to act as administrator and fiscal agent for said demonstration project; and,

WHEREAS, in 2014 the LCCTSC asked the COUNTY to apply to the RTA for funding of the Central Lake Partners Coordinated Transportation Service to expand Paratransit service in Fremont Township, Libertyville Township, Shields Township and the Village of Mundelein and the Village of Libertyville in Lake County, and to act as administrator and fiscal agent for said coordinated project; and,

WHEREAS, said Lake County Northwest Demonstration Project and said Central Lake Partners Coordinated Transportation Service shall hereinafter be referred to as the PROJECTS; and,

WHEREAS, the LCCTSC has designated a Steering Committee for each of the PROJECTS consisting of the Supervisors/Managers of the aforementioned eight (8) townships and two (2) Villages and representatives of two (2) non-for-profit human service agencies (hereinafter STEERING COMMITTEE). The STEERING COMMITTEE meets monthly and guides the parameters for the PROJECTS; and,

WHEREAS, the LCCTSC has branded the coordinated paratransit services provided by the PROJECTS as the "Ride Lake County" program consisting of two (2) separate projects referenced as Ride Lake County West (formerly known as the Northwest Demonstration Project) and Ride Lake County Central (formerly known as the Central Lake Partners Coordinated Transportation Service); and,

WHEREAS, the COUNTY applied for New Freedom, Job Access Reverse Commute (hereinafter JARC), and Section 5310 federal funding from the RTA, and agreed to serve as the administrator and fiscal agent for the PROJECTS; and,

WHEREAS, the RTA, has committed New Freedom, JARC, and Section 5310 federal funding for the PROJECTS; and,

WHEREAS, the COUNTY and the Pace Suburban Bus Division of the RTA (hereinafter PACE) have committed the required 50% local match for the federal funding for the PROJECTS; and,

WHEREAS, the COUNTY and PACE have entered into an agreement for PACE to provide coordinated demand response transportation for the PROJECTS; and,

WHEREAS, the TOWNSHIP desires to assist its residents with transportation and to provide \$4,150 in additional local funding towards the PROJECTS to extend the PROJECTS' awarded federal funding; and,

WHEREAS, the RTA requires that the source of additional funds for the PROJECTS shall be local and shall not contain federal funds as the PROJECTS are receiving federal funding through the New Freedom, JARC, and Section 5310 programs; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the Parties do hereby agree to the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and among the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
PROJECT TRANSPORTATION SERVICES DESCRIPTION

1. The Transportation Services Design for the PROJECTS is as determined and approved by the STEERING COMMITTEE for each PROJECT and may be modified from time to time upon consensus of the STEERING COMMITTEE.

SECTION III.
TOWNSHIP FUNDING

1. The TOWNSHIP agrees to reimburse the COUNTY for the TOWNSHIP share by a lump sum payment of the total amount of the TOWNSHIP share for each of the PROJECTS. The TOWNSHIP share under this agreement is \$4,000.00 for Ride Lake County West and \$150.00 for Ride Lake County Central.
2. The TOWNSHIP agrees that the source of the funds for the TOWNSHIP financial obligation shall be local funding and shall not be comprised of federal funds.
3. Upon receipt of the invoice, the TOWNSHIP shall pay, or cause to be paid to the COUNTY the amount invoiced.

SECTION IV.
General Provisions

1. It is mutually agreed by and between the parties hereto that neither party hereto shall be deemed to be in default or to have breached any provision of THIS AGREEMENT as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

2. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed, in any manner or form, to create or establish a partnership or principal-agent relationship between the parties hereto, or to make the TOWNSHIP (including its elected officials, duly appointed officials, employees and agents) the agent, representative or employee of the COUNTY, or vice-versa, for any purpose or in any manner, whatsoever. The TOWNSHIP is to be and shall remain independent of the COUNTY, and vice-versa, with respect to all services performed under THIS AGREEMENT.
3. The TOWNSHIP agrees to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by THIS AGREEMENT. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the COUNTY, its agents, servants, or employees or any other person indemnified hereunder.
4. The COUNTY agrees to indemnify, save harmless and defend the TOWNSHIP, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by THIS AGREEMENT. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the TOWNSHIP, its agents, servants, or employees or any other person indemnified hereunder.
5. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

6. THIS AGREEMENT represents the entire agreement between the COUNTY and the TOWNSHIP and supersedes all prior negotiations, representations or agreements, either written or oral.
7. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
8. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL, 60048-1381

If to the TOWNSHIP:

Supervisor
Fremont Township
22385 W. IL Rte. 60
Mundelein, IL 60060

9. The invalidity or enforceability of any of the provisions of THIS AGREEMENT shall not affect the validity or enforceability of the remainder of THIS AGREEMENT.
10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party.
11. Except where otherwise provided in THIS AGREEMENT, terms of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

12. THIS AGREEMENT shall be in effect beginning January 1, 2018 thru December 31, 2018, or until such time as the COUNTY's contract with Pace ceases, whichever occurs earlier.

FREMONT TOWNSHIP

ATTEST:

Clerk

By: _____
Supervisor
FREMONT TOWNSHIP

Date: _____

RECOMMENDED FOR EXECUTION

Shane Schneider, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____

ORDINANCE NO. 268**AN ORDINANCE ESTABLISHING A POLICY TO PROHIBIT SEXUAL HARASSMENT IN THE TOWNSHIP OF FREMONT, LAKE COUNTY, ILLINOIS**

WHEREAS, Fremont Township, Lake County, Illinois is a non-home rule unit of local government pursuant to Article VII, Section 8 of the 1970 Illinois Constitution; and

WHEREAS, the Illinois General Assembly enacted Public Act 100-554 (the “Act”), effective November 16, 2017, which is a comprehensive revision of State statutes regulating policies prohibiting sexual harassment; and

WHEREAS, the Act requires that no later than 60 days after its effective date, each governmental unit shall adopt an Ordinance or Resolution establishing a policy to prohibit sexual harassment; and

WHEREAS, the Board of Trustees has determined that, as a governmental unit, it must comply with the Act by passage of this Ordinance; and

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of Fremont Township, Lake County, Illinois, that the following Ordinance No. 268, establishing a policy to prohibit sexual harassment be hereby adopted:

SECTION I: Adoption of Policy Prohibiting Sexual Harassment.

The Policy Prohibiting Sexual Harassment, included as Exhibit A to this Ordinance, is hereby adopted.

SECTION II: Existing Policies.

All prior existing sexual harassment policies of Fremont Township that conflict with the policy contained in Exhibit A hereto shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this Ordinance;

SECTION III: Severability.

It is the intention of the Board of Trustees of Fremont Township that this Ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION IV: Effective Date.

This Ordinance shall be in full force and effect from and after its passage.

ADOPTED: This 8th day of January 2018, pursuant to a roll call vote by the Board of Trustees, Fremont Township, Lake County, Illinois.

BOARD OF TRUSTEES

AYE NAY ABSENT

Jeralyn Atleson

Tami Forman

Connie Shanahan

Keith Voss

Fremont Township Clerk

Fremont Township Supervisor

Exhibit A
Fremont Township Policy Prohibiting Sexual Harassment

SECTION I: Definitions.

- A. “Employee” means a person employed by Fremont Township, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.
- B. “Employer” means Fremont Township.
- C. “Officer” means a person who holds, by election or appointment, an office in Fremont Township, regardless of whether the officer is compensated for service in his or her official capacity.
- D. “Sexual Harassment” means any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:
 - 1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment;
 - 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - 3. Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.
- E. “Working environment” is not limited to a physical location an employee is assigned to perform his or her duties.

SECTION II: Prohibition on Sexual Harassment.

- A. Each Employee and officer of Employer has the responsibility to refrain from sexual harassment in the workplace and is prohibited from engaging in conduct that constitutes sexual harassment.
- B. Conduct which may constitute sexual harassment includes:
 - 1. Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for

- dates, or statements about other employees, even outside of their presence, of a sexual nature.
2. Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.
 3. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
 4. Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
 5. Textual/Electronic: “sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).
- C. The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is subtler and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a “reasonable person.”

SECTION III: Reporting an Allegation of Sexual Harassment

- A. An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee and her/his supervisor or a member of the Fremont Township Board of Trustees.
- B. It is not necessary for sexual harassment to be directed at the person making a complaint.
- C. During the occurrence of an incident of sexual harassment or following reporting, the Employer may document or record each incident (what was said or done, the date, the time, and the place). Additionally, the Employer may collect and/or compile related written records such as letters, notes, memos, electronic messages, and telephone messages.
- D. All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the Employer. However, because of the serious implications of sexual harassment charges and the difficulties associated with their

investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

E. Proper methods of reporting conduct believed to be sexual harassment include the following:

1. Electronic/Direct Communication. If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
2. Contact with Supervisory Personnel. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor. If the harasser is the immediate supervisor; the problem should be reported to the next level of supervision or a member of the Fremont Township Board of Trustees.
3. Formal Written Complaint. An employee may also report incidents of sexual harassment directly to a member of the Fremont Township Board of Trustees. The member of the Fremont Township Board of Trustees will counsel the reporting employee and be available to assist with filing a formal complaint. The Employer will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.
4. Resolution Outside Employer. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

F. All reports shall be received and handled as confidential to the extent permitted by law and subject to any disclosure requirements pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

- G. The employee experiencing what he or she believes to be sexual harassment must not assume that the Employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the Employer will not be presumed to have knowledge of the harassment.

SECTION IV: Prohibition Against Retaliation for Reporting Sexual Harassment

- A. An Employee shall not be retaliated against by the Employer or the Employees or Officers of the Employer due to the Employee's:
 - 1. Disclosure or threatened disclosure of any violation of this policy,
 - 2. Provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
 - 3. Assistance or participation in a proceeding to enforce the provisions of this policy.
- B. No individual making a report will be retaliated against even if a report made in good faith is not substantiated.
- C. The Employer will take reasonable steps to protect from retaliation any Employee or Officer who is a witness.
- D. Supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.
- E. Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:
 - 1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
 - 2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
 - 3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

- F. Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).
- G. According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.
- H. An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

SECTION V: Consequences

- A. In addition to any and all other discipline that may be applicable pursuant to the Employer's policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Employer and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the Employer shall be separate and distinct from any penalty imposed by any ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.
- B. False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. A false and frivolous charge is a

severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable township policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

- C. Any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

SECTION VI. Severability.

It is the intention of the Fremont Township Board of Trustees that this policy and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this policy shall not affect the validity of any other portion of this policy.

Acknowledgment of Receipt and Understanding of Policy Prohibiting Sexual Harassment

Please acknowledge receipt and review of this policy by completing the following form and returning it to **the Fremont Township Supervisor**.

I have read and I understand the Policy Prohibiting Sexual Harassment. I understand that if I ever have any questions or concerns I can speak to my supervisor or Township Attorney. I have signed and dated this acknowledgment to confirm my receipt and understanding of the policy.

Printed Name: _____

Signature: _____

Date: _____

RESOLUTION RECOGNIZING

Edwin O. Sullivan

FOR HIS YEARS OF SERVICE TO FREMONT TOWNSHIP

WHEREAS, Ed Sullivan's commitment to accurate property assessment established balanced property values for the residents of Fremont Township since he was elected Township Assessor in the year 1994, and

WHEREAS, Ed Sullivan's knowledge of technology facilitated the advancement toward computerization of all assessment functions in Fremont Township, as well as Lake County, and

WHEREAS, during his tenure as Township Assessor, Ed Sullivan mentored staff to enact a standard of transparency and education between the Office of the Assessor and the residents of Fremont Township, and

WHEREAS, Ed Sullivan's record of service set a standard which distinguished the Fremont Township Assessor's Office as a leader in the field in Lake County, and

NOW, THEREFORE BE IT RESOLVED, that this Township Board of Fremont, Lake County, Illinois, does hereby recognize, and extend its sincere gratitude to Ed Sullivan for his dedication to public service and contributions to the citizens of Fremont Township, and

BE IT FURTHER RESOLVED, that the Fremont Board does hereby extend its best wishes to Ed Sullivan on all of his future endeavors.

Dated at Mundelein, Illinois on January, 2018



Diana O'Kelly, Fremont Township Supervisor

Fremont Township Board Meeting—January 8, 2018

CERT Report

Sunday, December 17—A number of CERTs participated together in a local event with Feed My Starving Children



December—Alerted team members to help move seniors back into Mundelein apartments

Monday, January 15—Team meeting featuring speakers from Countryside Fire Department

Wednesdays, February 14-March 21—CERT Training Class here at the Township