

FREMONT TOWNSHIP BOARD MEETING AGENDA

Regular Board Meeting: November 5, 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

- Motion to approve the minutes of the October 8, 2018 Regular Meeting.

5. CORRESPONDENCE

6. OLD BUSINESS

7. NEW BUSINESS

7.1 2019 Paratransit Transportation Funding Agreement

- Motion to adopt 2019 Paratransit Transportation Funding Agreement.

7.2 Policy for Clerk to Attest Supervisor's Signature on Check Payments

- Motion to adopt Policy for Clerk to Attest Supervisor's Signature on Check Payments.

7.3 Determine Amounts for 2018 Town & Road Levy's

7.4 Review 2019 Board Meeting and Parks Committee Meeting Schedules

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 October 8, 2018 to conduct a Regular Meeting.

<u>Diana O'Kelly</u>	Supervisor
<u>Christina McCann</u>	Town Clerk
<u>Bill Grinnell</u>	Highway Commissioner
<u>Joe Herchenbach</u>	Assessor
<u>Jeri Atleson</u>	Town Trustee
<u>Patricia Stejskal</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 Shanahan, Trustee Stejskal, Trustee Voss, Supervisor O'Kelly

ELECTED OFFICIALS PRESENT

Assessor Herchenbach

OTHERS PRESENT

Rose Marie Domeny, Judy Hammel

3. PUBLIC COMMENTS

Rose Marie Domeny stated that the Lake Forest Civic Orchestra's event in November will honor veterans and military families.

4. APPROVAL OF MINUTES

- Trustee Shanahan moved, and Trustee Stejskal seconded the motion to approve the minutes of the September 11, 2018 Regular meeting. All in favor, motion carried.

5. CORRESPONDENCE

None

6. OLD BUSINESS

None

7. NEW BUSINESS

7.1 Health Insurance Policy Renewal

- Trustee Voss moved, and Trustee Shanahan seconded the motion to accept purchase health insurance policy with Blue Cross Blue Shield Illinois for coverage between December 1, 2018 and November 30, 2019.

Roll Call

Aye: Trustee Shanahan, Trustee Stejskal, Trustee Voss. Nay: None. Absent: Trustee Atleson. All in favor, motion carried.

8. PARKS REPORT

Supervisor O'Kelly reported the 2018 accomplishments of Alicia Dodd:

- Planted and maintained 1.25 acres of native prairie on admin property with 4 mowings and spot weeding
- Hand weeded problem plants in rain garden
- Acquired Class C driver's license to operate 550s
- Coordinated workdays and planting with 90 Fremont Middle School 6th graders. Planted 500 plugs of native forbs and grasses, 30 shrubs and 8 trees
- Acquired Herbicide Applicators license
- Removed debris from 3 drainage ditches maintained by Fremont and did frequent visits to pull or chemically treat invasive plants, such as reed canary grass, dames rocket, purple loosestrife
- Removed willows from Behm retention areas
- Spot treated Behm retention areas for invasive plants
- Attended Burn training class at Morton Arboretum
- Submitted burn permits for spring 2019 burns at Behm and drainage ditches
- Attended flagger and deicing training at Lake County
- Planted a no-mow grass along ditch on Behm Lane and in swales in parking lot at Behm to reduce maintenance in difficult areas.
- Planted Behm memorial garden, parking medians, and signs with natives
- Met with lake County Stormwater to evaluate drainage ditch issues in West Shore
- Build hoop house in community garden and completed another successful year of food production, volunteer management, as well as taught 2 CLC horticulture students, hosted a CLC permaculture visit and led property tour for Wild Ones organization.
- Added irrigation to 75% of garden.

Plans for Winter 2018-2019

- Seed natives over septic field at Behm and expand native area around irrigation pond
- Burn retention areas at Behm reduce organic matter accumulation from cattails. Treat for reed canary and then reseed to add more plant diversity in retention areas.
- Consider seeding no mow grasses in areas to cut down on maintenance at Behm.
- Submit ditch restoration plan to Army Corp of Engineers for West Shore.
- Continue maintaining existing native areas.

9. CERT REPORT

Team Leader Pat Stejskal reported the following:

- Helped with traffic control for recycling event at the Township on Saturday, September 22.

Upcoming Event Dates:

- Sunday, October 7 – Countryside Fire Open House
- Saturday, October 13 -- Joint CERT Training Exercise at Wauconda Fire #3 on Gilmer up near Volo. Board members are encouraged to stop by
- Monday, October 15 – CERT Team Meeting—guest speaker is Township Supervisor, Diana O'Kelly
- Sunday, October 21 – Grayslake Fire Open House
- Tuesday, October 23 – CERT presentation at Fremont Public Library on Sear4ch & Rescue. All are welcome.

10. COMMUNITY GARDEN REPORT

No Report

11. ELECTED OFFICIALS' REPORT

Assessor

Assessor Joe Herchenbach reported the following:

- The appeals are finished.
- Staff has had new software training and the conversion is in November.

Clerk

No Report

Highway Commissioner

No Report

Supervisor

Supervisor O'Kelly reported the following:

- Liheap is open
- Attended Ride Lake County West Meeting. Avon Township may not have funding for program.
- Supervisor O'Kelly and Highway Commissioner Grinnell were on radio with CERT
- Successful Recycling Event
- Received reimbursement from State for GA client
- Taxes on cell tower being paid 10/12/18
- Concrete job approved last month will be done in May due to weather.
- New law requiring Clerk to attest to all township payments

Trustees

- Trustee Stejskal cannot attend the November 5 board meeting.

12. GA/EA/FOOD PANTRY REPORT

The following statistics were reported for the month of August 2018:

- Sixty-one (61) residents received food pantry assistance
- Zero (0) residents applied for Liheap assistance
- Nine (9) residents received assistance with RTA pass applications
- Three (3) residents applied for the Benefit Access Program
- Eleven (11) residents received Diaper Bank donations

13. PUBLIC COMMENTS

None

14. APPROVAL OF BILLS

- Trustee Shanahan moved, and Trustee Stejskal seconded the motion to audit and approve for payment of Road and Bridge Fund in the amount of \$23099.63, Permanent Road Fund in the amount of \$113215.99 and General Town Fund in the amount of \$94518.39.

ROLL CALL: Aye: Trustee Shanahan, Trustee Stejskal, Trustee Voss. Nay: None. Absent: Trustee Atleson. All in favor, motion carried.

- Trustee Voss moved, and Trustee Shanahan seconded the motion to audit and approve for payment of the General Assistance Fund in the amount of \$3052.09. All in favor, motion carried.

15. EXECUTIVE SESSION

None

16. ADJOURN

- Trustee Stejskal moved, and Trustee Shanahan seconded the motion to adjourn the meeting at 7:21 p.m. All in favor, motion carried.

Minutes recorded by Supervisor Diana O'Kelly

Respectfully Submitted, Christina McCann, Fremont Township Clerk

Approved: November 5, 2018

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 _____ day of _____, A.D. 20_____, 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 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 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 Section 5310 program; 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.

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.

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.

12. THIS AGREEMENT shall be in effect beginning January 1, 2019 thru December 31, 2019, 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: _____

Public Act 100-0983

SB2923 Enrolled

LRB100 20406 AWJ 35730 b

Section 10. The Township Code is amended by adding Section 7-27 as follows:

(60 ILCS 1/7-27 new)

Sec. 7-27. Attestation to funds endorsed by the supervisor.
If a township supervisor issues a payout of funds from the township treasury, the township clerk shall attest to such payment.

Section 15. The Illinois Highway Code is amended by adding Section 6-114.5 as follows:

(605 ILCS 5/6-114.5 new)

Sec. 6-114.5. Attestation to funds endorsed by the treasurer. If a road district treasurer issues a payout from the road district's treasury or the township treasury, the road district clerk shall attest to all moneys paid out.

Section 99. Effective date. This Act takes effect January 1, 2019.

**Fremont Township
21835 W. Highway 60
Mundelein, IL 60060**

POLICY FOR CLERK TO ATTEST SUPERVISOR SIGNATURE FOR ALL PAYOUTS

In accordance with ILSB 2923, commencing January 1, 2019, the Fremont Township Clerk shall attest the Supervisor's signature (to verify authenticity) on all payouts from the Township and Road District treasury.

To comply with ILSB 2923, The Fremont Township Clerk shall:

1. Sign or initial every invoice processed for payout
2. Sign or initial the monthly Board Audit Report/Cash Detail Report
3. Certify and attest to the signatures of the Supervisor and Road District Commissioner on the official "Clerk's Certification for Payment of Bills"

In the absence of the Clerk (due to illness, travel or unforeseen absence), the Clerk may appoint a senior staff member or Board Trustee to temporarily act as Deputy Clerk with the authority to attest to the Supervisor's signature for any/all payouts.

Date Adopted: _____

Supervisor

Clerk

Trustee

Trustee

Trustee

Trustee

Stamp:

Road District

Highest capped extension from previous 3 yrs:	1,560,059.00
CPI:	2.1%
PTELL Numerator:	1,592,820.24
Total EAV:	1,135,358,508
New Construction:	9,426,324
Dissolved TIF Increment:	
Annexations:	
Disconnections:	
PTELL Denominator:	1,125,932,184
PTELL Limiting Rate:	0.141467%
Maximum Extension of Capped Funds:	1,606,157.63

Town

Highest capped extension from previous 3 yrs:	1,198,320.00
CPI:	2.1%
PTELL Numerator:	1,223,484.72
Total EAV:	1,135,358,508
New Construction:	9,426,324
Dissolved TIF Increment:	
Annexations:	
Disconnections:	
PTELL Denominator:	1,125,932,184
PTELL Limiting Rate:	0.108665%
Maximum Extension of Capped Funds:	1,233,737.33

**Fremont Township
22385 W. Highway 60
Mundelein, IL 60060**

2019 Regular Board Meeting Schedule

January 14	Regular Meeting	7:00 p.m.
February 4*	Regular Meeting	7:00 p.m.
March 11	Regular Meeting	7:00 p.m.
April 9*	Regular Meeting	5:30 p.m.
April 9*	Annual Town Meeting	7:00 p.m.
May 13	Regular Meeting	7:00 p.m.
June 10	Regular Meeting	7:00 p.m.
July 8	Regular Meeting	7:00 p.m.
August 12	Regular Meeting	7:00 p.m.
September 9	Regular Meeting	7:00 p.m.
October 14	Regular Meeting	7:00 p.m.
November 4*	Regular Meeting	7:00 p.m.
December 9	Regular Meeting	7:00 p.m.

NOTES:

Town and Road District Budget Hearings will be held May 13, 2019 at 6:45 and 6:55 p.m.

Town and Road Levy amounts determined at November 4, 2019 Board Meeting

Town and Road Levy's adopted at December 9, 2019 Board Meeting

*Other than 2nd Monday of the month

**FREMONT TOWNSHIP
22385 W. Highway 60
Mundelein, IL 60060**

2019 PARKS COMMITTEE MEETING SCHEDULE

January 9, 2019	1:00 p.m.	Board Room
April 3, 2019	1:00 p.m.	Board Room
July 3, 2019	1:00 p.m.	Board Room
October 9, 2019	1:00 p.m.	Board Room