

**THE ROCK ISLAND COUNTY FOREST PRESERVE  
NOVEMBER 15, 2011 -- 7:47 P.M.**

The Rock Island County Forest Preserve met in the Board Members' Room: President Thomas Rockwell Reporting.

1. Karen Kinney, County Clerk, called the roll: (Record)  
W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loffin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno , H. Perez, S. Sallows, F. Schultz, V. Shelton, R. Simmer, J.R. Westpfahl, T. Rockwell

**TOTAL PRESENT 24**

S. Ballard

**TOTAL ABSENT 1**

2. Commissioner Maranda moved to approve the October Commission Minutes. Commissioner Banaszek seconded.

A voice vote was taken.

Motion carried.

3. Commissioner Sallows moved to approve the Forest Preserve Claims at \$38,077.42, the Niabi Zoo Fund claims at \$30,408.91, the Liability Insurance Fund Claims at \$3,445.66 and late claims at \$16,561.56. Commissioner Dueysen seconded.

A roll call vote was taken.

W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loffin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno , H. Perez, S. Sallows, F. Schultz, V. Shelton, R. Simmer, J.R. Westpfahl

**TOTAL YES 23**

**TOTAL NO 0**

Motion carried.

4. Commissioner Westpfahl moved to waive the reading and approve the Transfers of Appropriation in the Forest Preserve and Niabi Zoo Funds. Commissioner Meersman seconded.

A roll call vote was taken.

W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loffin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno, H. Perez, S. Sallows, F. Schultz, V. Shelton, R. Simmer, J.R. Westpfahl

**TOTAL YES            22**

**TOTAL NO            0**

Motion carried.

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5. Commissioner Langdon moved to waive the reading and approve the Intergovernmental Agreement regarding deputy patrol of Loud Thunder. Commissioner Freeman seconded.
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An Intergovernmental Agreement  
Between the County of Rock Island  
And the Forest Preserve District of Rock Island County  
Re: Deputy Patrol of Loud Thunder

WHEREAS, the Rock Island Forest Preserve District operates and maintains several forest preserves in unincorporated areas of Rock Island County, Illinois, and

WHEREAS, it would be to the advantage of the Rock Island County Forest Preserve District if a regularly constituted law enforcement agency would provide police protection to such forest preserves, and

WHEREAS, the Rock Island County Forest Preserve District is authorized to maintain a police force, pursuant to the provisions of 70 ILCS 805/8(a), and

WHEREAS, the Rock Island County Forest Preserve District, in lieu of providing its own police force, desires to purchase the services of duly appointed deputy sheriffs who are members of the Rock Island County Sheriff's Office to provide police protection to such forest preserves, such police protection to be provided during the off-duty hours of such deputy sheriffs, and

WHEREAS, it would be to the advantage of the Rock Island County Forest Preserve District if deputy sheriffs providing police protection services to forest preserves during their off-duty hours were permitted to utilize vehicles owned by Rock Island County and assigned to the Sheriff's Office while providing such police protection services,

BE IT THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the parties to this Agreement are the County of Rock Island, Illinois, acting through its agent Jeff Boyd Sheriff, hereinafter referred to as the "party of the first part," and the Rock Island County Forest Preserve District, hereinafter referred to as "party of the second part."

2. That the party of the first part agrees that all deputy sheriffs whose services are purchased by the party of the second part for purposes of providing police protection to forest preserves located in unincorporated areas of Rock Island County, during off-duty hours of such deputy sheriffs, shall be permitted to utilize vehicles owned by the party of the first part, assigned to the Sheriff's Office, for providing such police protection services.

3. That the party of the second part agrees that it shall be responsible for the cost of the fuel consumed in the vehicles owned by the party of the first part, while being operated by deputy sheriffs providing police protection services to forest preserves, during their off-duty hours.

4. That the party of the second part will permit deputy sheriffs providing police protection services to forest preserves owned and operated by the party of the second part to fill the tanks of the vehicles owned by the party of the first part, utilized by such deputy sheriffs for providing such police protection services during the off-duty hours of such deputy sheriffs, at the gas pump, owned and maintained by the party of the second part, located at Loud Thunder Forest Preserve, Illinois City, Illinois, when such deputy sheriffs will be patrolling in vehicles belonging to the party of the first part.

5. That the provisions of paragraph four (4), above, shall constitute the entire consideration owned by the party of the second part to the party of the first part, as described in paragraph three (3), above.

6. That nothing set forth herein shall be interpreted as constituting an agreement between the party of the second part and any deputy sheriff of Rock Island County.

7. That this Agreement shall become effective when executed by both the Sheriff of Rock Island County and the President of the Board of Commissioners of the Rock Island County Forest Preserve District and shall remain in effect until midnight of November 30, 2012, provided: that either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. The parties, whose signatures appear upon this document or their successors in office, shall be the appropriate parties for giving and receiving such notice, which shall be delivered to their respective offices.

8. That this Agreement shall be considered to be an intergovernmental agreement, authorized by Article VII, Section 10(a), Constitution of Illinois and 5 ILCS 220/1 et seq.

IN WITNESS WHEREOF, the Parties have set their signatures this 15<sup>th</sup> day of November, 2011.

A roll call vote was taken.

W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loftin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno , S. Sallows, F. Schultz,

R. Simmer, J.R. Westpfahl

**TOTAL YES            21**

**TOTAL NO            0**

Motion carried.

6. Commissioner Armstrong moved to approve the Niabi Zoo farm leasing agreement with Keith Johnson. Commissioner Bohnsack seconded.

A roll call vote was taken.

W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loftin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno , H. Perez, S. Sallows, F. Schultz, V. Shelton, R. Simmer, J.R. Westpfahl

**TOTAL YES            23**

**TOTAL NO            0**

Motion carried.

7. Commissioner Maranda moved to approve a Resolution transferring \$74,000 in the Niabi Zoo Fund. Commissioner Dueysen seconded.

#### RESOLUTION

**WHEREAS**, additional funds are required in the Niabi Zoo Fund #131 for the necessary expenses incurred for the 2011-2012 Fiscal year, and

**WHERAS**, funds are available from unappropriated funds within the Niabi Zoo fund #131, and

**NOW, THEREFORE, BE IT RESOLVED** by the Forest Preserve Commission of Rock Island County, Rock Island, Illinois, as follows:

SECTION 1. An emergency exists as outlined above.

SECTION 2. An amount of \$60,000.00 was received from the Rock Island County Hotel/Motel Fund

SECTION 3. An amount of \$74,000.00 be transferred from unappropriated funds in the Niabi Zoo Fund #131 to the following:

AMOUNT	APPROPRIATION	DESCRIPTION
\$60,000.00	131-32-391.62	Hotel/Motel Fund Transfer
AMOUNT	APPROPRIATION	DESCRIPTION
\$ 3,000.00	131-32-07 639	Rentals
\$ 2,000.00	131-32-07 631	Professional Services
\$ 3,000.00	131-32-10 638	Repairs & Maintenance
\$ 6,000.00	131-32-18 638	Repairs & Maintenance
\$60,000.00	131-21-18 767	Infrastructure over \$15,000

SECTION 3. This Resolution to become effective immediately.

**ADOPTED** by the Rock Island County Forest Preserve Commission, Rock Island County, Illinois, this 15<sup>th</sup> day of November, 2011.

A roll call vote was taken.

W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loffin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno , H. Perez, S. Sallows, F. Schultz, V. Shelton, R. Simmer, J.R. Westpfahl

**TOTAL YES            23**

**TOTAL NO            0**

Motion carried.

8. Commissioner Freeman moved to approve the Loud Thunder farm leasing agreement with Gary Blanchard. Commissioner Westpfahl seconded.

A roll call vote was taken.

W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loffin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno , H. Perez, S. Sallows, F. Schultz, V. Shelton, R. Simmer, J.R. Westpfahl

**TOTAL YES            23**

**TOTAL NO             0**

Motion carried.

9. Commissioner Loffin moved to approve the Intergovernmental Agreement regarding County Services. Commissioner Dueysen seconded.

An Intergovernmental Agreement  
Between the County of Rock Island  
And the Forest Preserve District of Rock Island County  
RE: County Services

WHEREAS, the Rock Island County Forest Preserve District is its own distinct unit of government through its establishment by statute 70 ILCS 805/ known as the Downstate Forest Preserve District Act, and

WHEREAS, the District operates and maintains such lands and facilities in Rock Island County, Illinois through its agents, and

WHEREAS, It would be to the advantage of the Rock Island County Forest Preserve District if additional operational services be acquired from the County of Rock Island to assist in the operations of the District, and

WHEREAS, the Rock Island County Forest Preserve District, in lieu of providing its own human resource, secretarial, payroll, auditing, financial, legal, information and technological services, desires to acquire these services from Rock Island County for the operation of the District, and

WHEREAS, services shall be provided during the business hours of those of the County, and

BE IT THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the parties to this Agreement the County of Rock Island, Illinois, hereinafter referred to as "the County, " and the Rock Island County Forest Preserve District, hereinafter referred to as "the District".

2. That the County agrees to provide services to the District for purposes of providing human resource, payroll, auditing, financial, legal, information and technological services to the District.

3. That the District agrees that it shall be responsible for a portion of the cost incurred by the County in providing such services and materials in the amount of **\$125,000** during the County FY 2012.

4. That nothing set forth herein shall be interpreted as constituting an agreement between the District and any employee of the County.

5. That this Agreement shall become effective when executed by both the Chairman of Rock Island County and the President of the Board of Commissioners of the Rock Island County Forest Preserve District and shall remain in effect until midnight of November 30, 2012, provided: that either party may terminate this Agreement at any time by giving ninety (90) days written notice to the other party. The parties, whose signatures appear upon this document or their successors in office, shall be the appropriate parties for giving and receiving such notice, which shall be delivered to their respective offices.

6. That this Agreement shall be considered to be an intergovernmental agreement, authorized by Article VII, Section 10(a), Constitution of Illinois, and 5 ILCS 220/1 et seq.

IN WITNESS WHEREOF, the Parties have set their signatures this 15<sup>th</sup> day of November, 2011.

A roll call vote was taken.

W. Armstrong, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, L. Loffin, K. Maranda, V. Mayberry, J.M. McColl, S. Meersman, P. Moreno, H. Perez, S. Sallows, F. Schultz, V. Shelton, R. Simmer, J.R. Westpfahl

**TOTAL YES            23**

**TOTAL NO            0**

Motion carried.

10. Commissioner Banaszek moved to lay the Ethics Ordinance on display for 30 days. Commissioner Freeman seconded.

A voice vote was taken.

Motion carried.

11. Commissioner Bohnsack moved to approve the purchase of two John Deere gators at \$5,500 each for Indian Bluff Golf Course. Commissioner Armstrong seconded.

A voice vote was taken.

Motion carried.

12. Commissioner Banaszek moved to approve the Routine Reports for the Forest Preserve Commission. Commissioner Dueysen seconded.

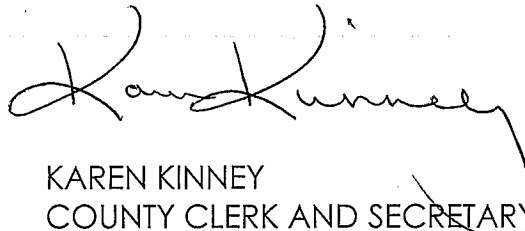
A voice vote was taken.

Motion carried.

Commissioner Rockwell declared the Forest Preserve Meeting recessed.

The next Forest Preserve Commission meeting will be Tuesday, December 20, 2011, following the Regular County Board meeting.

RESPECTFULLY SUBMITTED,



KAREN KINNEY  
COUNTY CLERK AND SECRETARY  
OF THE FOREST PRESERVE COMMISSION

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