AGENDA
Executive Committee
Tuesday, March 1, 2022
Immediately following Finance Audit and Legislative Affairs Committee
Peoria County Courthouse, Room 403

1. Call to Order

2. Approval of Minutes
   - January 25, 2022

3. Informational Items/Reports/Other Minutes/Update
   - Springdale Cemetery Minutes
   - County Auditor
   - Heddington Oaks Financials

4. Resolutions
   - Springdale Cemetery Intergovernmental Agreement
   - Amendment #2 to Peoria Riverfront Museum By-laws
     * Civil Litigation Settlement

5. Discussion
   - Standing Committee Agendas

6. Executive Session
   - Personnel Matters
     * Pending Litigation

7. Miscellaneous

8. Adjournment
EXECUTIVE COMMITTEE
January 25, 2022
Immediately following Finance Audit and Legislative Affairs Committee

Call to Order
Chairman Rand called the meeting to order at 2:14 p.m.

Approval of Minutes
A motion to approve the minutes of January 4, 2022 was made by Ms. Duncan and seconded by Ms. Daley. The motion carried unanimously.

A motion to allow the participation of Ms. Reliford via teleconference was made by Mr. Fennell and seconded by Dr. Blair. The motion carried unanimously.

Informational Items/Reports/Other Minutes/Updates
- **Springdale Cemetery**
  Mr. Sorrel advised that the existing 20-year-old Intergovernmental Agreement with Springdale Cemetery expires in October 2022; however, language in the existing Agreement stipulates that a new Agreement between the three governmental entities must be finalized by mid-March 2022. He advised that a workgroup comprised of himself, County Board Member Pastucha, the Chairperson and the Executive Director of the Springdale Authority Board, the City Manager, and the Executive Director of the Peoria Park District continue to meet to craft a new Intergovernmental Agreement.

- **County Auditor**
  No verbal report. No questions or comments from committee.

- **Heddington Oaks Financials**
  No verbal report. No questions or comments from committee.

  The following Standing Committee meetings were summarized by their respective Chairperson as follows:

  **County Operations**
  The following resolutions were recommended to the County Board for approval.
  - Grant Award from Sedlak Trust for microchipping
  - Animal Control Contract with Village of Princeville
The following resolution was recommended to the County Board for approval.
- Federal Agreement with State of Illinois for Glen Avenue reconstruction

**Ways and Means**
No resolutions were recommended to the County Board for approval.

**Land Use**
The following were recommended to the County Board for approval.

**Zoning Cases**
- ZBA-2022-000001, Petition of Robert and Carol Meischner
- ZBA-2022-000005, Petition of Peoria County

Mr. Dillon commented that the committee held an extended discussion on best practices regarding short term rental (Airbnb/VRBO) properties.

**County Health**
CANCELED

**Public Safety and Justice**
CANCELED

**Finance Audit and Legislative Affairs**
No resolutions were recommended to the County Board for approval.

**Miscellaneous**
Mr. Salzer asked the status of projects at Landfill #3, and Mr. Sorrel advised that with the acquisition of Landfill #3 (PCCL, Inc.), Peoria Disposal Company (PDC) as the purchaser will assume all contractually obligated responsibilities related to the operation of the landfill.

In reply to several concerns raised by committee members, Mr. Sorrel advised that the working group continues to modify terms and conditions of a new Springdale Cemetery Intergovernmental Agreement. Issues currently being discussed include annual financial contribution to operations of the cemetery for each governmental unit, membership on the Management Authority Board, and the future of the Savannah. He added that the term in the current version of the new agreement, which he stressed continues to be modified, is for a 20-year period, with a potential for automatic renewal on an annual basis after that initial term expires. He also advised that the agreement contains language stating that any of the governmental bodies may exit the agreement at any time with a one-year notice, and with a financial penalty.

Ms. Pastucha mentioned that the survey related to the annual review of the County Administrator will be available to board members subsequent to the completion of the County Administrator’s self-survey, with a final contract anticipated to move forward to the February committee meeting and March County Board meeting.

**Adjournment**
The meeting was adjourned by Chairman Rand at 2:58 p.m.

*Recorded and Transcribed by: Jan Kleffman*
Authority Members Present for Roll Call: Linda Daley, Vice Chair  
Joyce Harant (via phone)  
Pam Johnson, Chair  
Bob Manning  
Kate Pastucha, Secretary  
Jim Stuttle (via phone)  
Jessica Young, Treasurer (via phone)

Absent from Roll Call: None 

Also in Attendance: Mark Matuszak, General Manager  
Monica Jones, Staff

Chair Pam Johnson called the meeting to order at 4:00 p.m. in the Springdale Cemetery meeting room in the Volunteer and Maintenance Building on Tuesday, January 18, 2022. A roll call of Authority members was taken and Ms. Johnson announced there was a quorum and asked all in attendance to please stand and join in reciting the Pledge of Allegiance.

APPROVAL OF DECEMBER 14, 2021 REGULAR MEETING MINUTES: 
Ms. Daley made a motion to approve the minutes of the December 14, 2021 regular meeting. Mr. Manning seconded. Motion passed by unanimous voice vote.

PUBLIC COMMENT ON ACTION ITEMS ON AGENDA: None.

GENERAL MANAGER’S REPORT: 
Mark Matuszak previously distributed his reports (which are attached hereto and made a part of these Minutes) and he answered questions from the Authority.

- December - 12 total burials, 7 full, 5 cremations. Up 15% in burials over last year’s total. Full burials vs. cremation burials have remained constant at 64% to 36% over the last nine years.
- Salary increases for staff needs to be addressed. Looking for guidance on 1.5% - 4% increases.
- Market assessment – stay competitive in the market place. Within the next 90 days we will probably increase our open/close prices after we enlist the help of volunteers who will make phone calls to see what other cemeteries charge.
- Website – needs a serious overhaul. Will get quotes for a new website.
- Burial site development – 8/10 of an acre north of the Savanna and Norwood. These areas need mapped out for burial placement so I can show these areas for future sales.
- Lead on an intern, a paid intern, on part time basis to work with office staff to shadow them using Cloudpoint. That person will assist with creating a user manual.
- High value prospects – working actively with two families who want to purchase 12 to 24 gravesites, each.
- IGA renewal meeting – will meet again this Thursday.
• Equipment assessment – capital funds are low right now but will take a hard look at our equipment needs.
• Lighting for Civil War Monument – should be done on February 4.
• Cindy Bertino and Matt Waugh will continue cleaning civil war monuments.
• Seasonal staff will begin when the weather improves.
• The Foundation will sponsor another race this year called “Race for Preservation” on May 28.

REPORT OF OFFICERS:

TREASURER’S REPORT:
Jessica Young, Treasurer, reported on checks written for the month of December 2021 and reviewed financial reports with the Authority. (A copy of the report is attached to these Minutes).

APPROVAL OF CHECKS WRITTEN IN DECEMBER 2021:
Ms. Daley made a motion to receive and file the December 2021 check register and checks written in the amount of $124,137.25. Mr. Manning seconded. Motion passed by unanimous voice vote.

APPROVAL OF FINANCIAL REPORTS:
Mr. Manning made a motion to receive and file the financial statement for December 2021. Ms. Daley seconded. Motion passed by unanimous voice vote.

The Board discussed language in the IGA regarding excess funds (donations to Springdale Cemetery) and the City contributing a decreased subsidy. The Board feels this language should be struck. The board’s consensus was to agree the City’s subsidy should stay the same regardless of any donations the cemetery may receive. At least for now. Any excess we generate should, for now, go into an endowment so that long term the endowment will some day generate enough funds to reduce the taxpayer subsidy. The Board would like to see the endowment grow to 5 - 10 million dollars before that happens. Mr. Stuttle feels there should be language in the new the IGA to allow for the Authority to develop an endowment fund separate from the Foundation.

REPORT OF COMMITTEE CHAIRS:

HISTORIC PRESERVATION FOUNDATION:
Ms. Pastucha reported Margaret has stepped down as President and that she was elected to fill the position. She would like to see changes made including changing the Bylaws for the Foundation. She would like to propose combining Authority and Foundation committees into one set of committees and work towards the same goals. She also proposed that the Authority’s Public Awareness Committee should be responsible for the Foundation newsletter. The Foundation committees would take the place of the Authority committees. It was the consensus of the Authority to not combine committees as proposed.

Mr. Matuszak would like to consolidate the Foundation’s endowment fund into an endowment fund for the Authority. By doing this, it would benefit the cemetery by giving the cemetery a leap in raising the first million dollars. It’s critically important to increase the endowment for the cemetery.
FINANCIAL RESPONSIBILITY:
No report.

PUBLIC AWARENESS:
No report.

CAPITAL INVESTMENT:
No report.

BYLAWS:
No report.

MONUMENT RESTORATION:
No report.

UNFINISHED BUSINESS:

NEW BUSINESS:

**APPROVAL OF 2022 AUTHORITY MEETING DATES:**
Motion was made by Mr. Stuttle and seconded by Ms. Harant to approve Authority meeting dates for 2022 as listed: January 18, February 15, March 15, April 19, May 17, June 21, July 19, August 16, September 20, October 18, November 15 and December 13. Motion passed by unanimous voice vote.

PUBLIC COMMENT:
None.

EXECUTIVE SESSION:
None.

**MOTION TO ADJOURN:**
Motion was made by Ms. Daley to adjourn the regular meeting. Ms. Pastucha seconded. Motion passed by unanimous voice vote.

The regular meeting was adjourned at 5:40 pm.

Respectfully submitted,
Monica Jones
# PEORIA COUNTY, ILLINOIS
## PEORIA COUNTY NURSING HOME FUND
### STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

For the Month Ended December 31, 2021 (unaudited)  
With Comparative YTD Figures for the Month Ended December 31, 2020

## REVENUES
- **Year Over Year Revenues**
  - Medicaid ↓$3.41M (-102%)
  - Private Pay ↑$188k (342%)
  - Medicare ↓$1.02M (-100%)
  - Other Charges for Services ↓$408k (-98%)
  - Total Operating Revenues ↓$4.66M (-99%)

- **Property Taxes (Through Dec / 12 Months)**
  - H. Oaks Accrual to date is $1.99M

## EXPENDITURES
- **Year Over Year Expenditures**
  - Personnel ↓$3.72M (-96%)
  - Commodities ↓$358k (-99%)
  - Contractual Services ↓$1.72M (-62%)
  - Total Operating Expenses ↓$5.80M (-69%)
  - Operating Loss ($2.50M) thru Dec

- **IMRF & FICA Funds**
  - IMRF and FICA related costs are $21k +/-

### OPERATING REVENUES

<table>
<thead>
<tr>
<th></th>
<th>Dec 2021</th>
<th>YTD 2021</th>
<th>YTD 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Charges for services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Aid</td>
<td>$ -</td>
<td>$ (70,738)</td>
<td>$ 3,342,408</td>
</tr>
<tr>
<td>Private Pay</td>
<td>-</td>
<td>132,772</td>
<td>(54,911)</td>
</tr>
<tr>
<td>Medicare</td>
<td>-</td>
<td>(4,915)</td>
<td>1,011,787</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>-</td>
<td>8,550</td>
<td>416,692</td>
</tr>
<tr>
<td>Fines</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
<td>12,348</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td>-</td>
<td>65,670</td>
<td>4,728,324</td>
</tr>
</tbody>
</table>

### OPERATING EXPENSES

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current - health and welfare:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>15,358</td>
<td>146,699</td>
<td>3,870,431</td>
</tr>
<tr>
<td>Commodities</td>
<td>-</td>
<td>3,703</td>
<td>362,009</td>
</tr>
<tr>
<td>Contractual</td>
<td>122,283</td>
<td>1,044,809</td>
<td>2,765,638</td>
</tr>
<tr>
<td><strong>Depreciation</strong></td>
<td>114,000</td>
<td>1,368,000</td>
<td>1,368,000</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>251,640</td>
<td>2,563,211</td>
<td>8,366,078</td>
</tr>
</tbody>
</table>

### Operating income (loss)

|                          | (251,640) | (2,497,541) | (3,637,753) |

### NONOPERATING REVENUES (EXPENSES)

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property taxes</td>
<td>150,851</td>
<td>1,990,216</td>
<td>2,014,064</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>468,365</td>
<td>1,629,794</td>
<td>1,531,072</td>
</tr>
<tr>
<td>Investment earnings income</td>
<td>-</td>
<td>12</td>
<td>801</td>
</tr>
<tr>
<td>Interest expense</td>
<td>-</td>
<td>(1,880,107)</td>
<td>(1,916,649)</td>
</tr>
<tr>
<td>Asset retirement costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>(4,323)</td>
</tr>
<tr>
<td><strong>Gain (loss) on disposal of capital assets</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total nonoperating revenue</strong></td>
<td>619,216</td>
<td>1,739,914</td>
<td>1,624,965</td>
</tr>
</tbody>
</table>

### TRANSFERS

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers out</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Change in net position</strong></td>
<td>367,576</td>
<td>(757,627)</td>
<td>(2,012,788)</td>
</tr>
</tbody>
</table>

### NET POSITION

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning of year</td>
<td>(26,987,516)</td>
<td>(1,264,057)</td>
<td></td>
</tr>
<tr>
<td>End of period</td>
<td>$ (27,745,143)</td>
<td>$ (3,276,888)</td>
<td></td>
</tr>
</tbody>
</table>
**Balance Sheet (Page 1)**

**Peoria County, Illinois**  
**Statement of Net Position**  
**Nursing Home Fund**  
**As of December 2021 (unaudited)**

### ASSETS

#### CURRENT ASSETS

- **Cash**: $(1,328,958)
- **Petty Cash**: -
- **Certificates of deposit, at cost**: -
- **Pooled investments**: -
- **Accounts Receivable, net of allowance of $2,860,617**: 1,353,823
- **Current tax levy**: -
- **Property taxes receivable**: -
- **Accrued interest receivable**: -
- **Due from State of Illinois**: 452,459
- **Due from federal government**: -
- **Due from other funds**: -
- **Inventories, at cost**: 22,917
- **Prepaid items**: -

**Total current assets**: 500,242

#### NONCURRENT ASSETS

- **Advances to other funds**: -

**Capital assets, at cost:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>821,267</td>
</tr>
<tr>
<td>Construction in progress</td>
<td>188,532</td>
</tr>
<tr>
<td>Land improvements</td>
<td>979,531</td>
</tr>
<tr>
<td>Buildings</td>
<td>44,264,300</td>
</tr>
<tr>
<td>Furnishings and equipment</td>
<td>1,973,375</td>
</tr>
</tbody>
</table>

**Total capital assets**: 48,227,005

- **Less accumulated depreciation**: 35,595,005

**Net capital assets**: 12,632,000

**Total noncurrent assets**: 12,632,000

### TOTAL ASSETS

**13,132,242**
**Peoria County Nursing Home Fund**

### CURRENT LIABILITIES
- Bank overdraft
- Accounts and retainage payable 336,032
- Accrued payroll
- Accrued compensated absences, current
- Estimated payable for claims and losses
- Unearned revenue - other 33,000
- Due to others
- Due to State of Illinois
- Accrued interest payable 103,222
- Current portion of general obligation bonds payable

Total current liabilities 472,254

### NONCURRENT LIABILITIES
- Advances from other funds
- General obligation bonds payable 40,405,131
- Pension & OPEB Liability

Total noncurrent liabilities 40,405,131

Total liabilities 40,877,384

### DEFERRED INFLOWS OF RESOURCES
- Property taxes levied for future periods

Total deferred inflows of resources

### NET POSITION
- Net investment in capital assets (27,773,131)
- Restricted by donors 19,835
- Unrestricted 8,153

Total net position (27,745,143)

**TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION**

10 13,132,242
## Heddington Oaks Accounts Receivable
### As of December 31, 2021

<table>
<thead>
<tr>
<th>Group</th>
<th>Payer Type</th>
<th>0-90 Days</th>
<th>91-365 Days</th>
<th>Over 365 Days</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hospice</strong></td>
<td>Hospice</td>
<td>$</td>
<td>- $</td>
<td>1,018</td>
<td>$ 590,102</td>
</tr>
<tr>
<td><strong>Hospice Total</strong></td>
<td></td>
<td>$</td>
<td>- $</td>
<td>1,018</td>
<td>$ 590,102</td>
</tr>
<tr>
<td><strong>Medicaid</strong></td>
<td>Medicaid</td>
<td>$</td>
<td>- $</td>
<td>7,717</td>
<td>$ 503,595</td>
</tr>
<tr>
<td><strong>Medicaid</strong></td>
<td>Medicaid Pending</td>
<td>$</td>
<td>- $</td>
<td>91,174</td>
<td>$ 414,847</td>
</tr>
<tr>
<td><strong>Medicaid</strong></td>
<td>Medicaid - BCBS</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 12,720</td>
</tr>
<tr>
<td><strong>Medicaid</strong></td>
<td>Medicaid - IlliniCare</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 84,166</td>
</tr>
<tr>
<td><strong>Medicaid</strong></td>
<td>Medicaid - Meridian</td>
<td>$</td>
<td>- $</td>
<td>(4,098)</td>
<td>(499,971)</td>
</tr>
<tr>
<td><strong>Medicaid</strong></td>
<td>Medicaid - Molina</td>
<td>$</td>
<td>- $</td>
<td>91,152</td>
<td>$ 538,661</td>
</tr>
<tr>
<td><strong>Medicaid Total</strong></td>
<td></td>
<td>$</td>
<td>- $</td>
<td>185,946</td>
<td>$ 1,054,019</td>
</tr>
<tr>
<td><strong>Medicare</strong></td>
<td>Medicare A</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 637,399</td>
</tr>
<tr>
<td><strong>Medicare</strong></td>
<td>Medicare B</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 105,886</td>
</tr>
<tr>
<td><strong>Medicare Total</strong></td>
<td></td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 743,285</td>
</tr>
<tr>
<td><strong>Residents</strong></td>
<td>Patient Liability</td>
<td>$</td>
<td>- $</td>
<td>20,211</td>
<td>$ 205,621</td>
</tr>
<tr>
<td><strong>Residents</strong></td>
<td>Private</td>
<td>$</td>
<td>- $</td>
<td>98,242</td>
<td>$ 384,203</td>
</tr>
<tr>
<td><strong>Residents Total</strong></td>
<td></td>
<td>$</td>
<td>- $</td>
<td>118,454</td>
<td>$ 589,824</td>
</tr>
<tr>
<td><strong>Private Insurance</strong></td>
<td>Coinsurance A</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 47,389</td>
</tr>
<tr>
<td><strong>Private Insurance</strong></td>
<td>Coinsurance B</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 7,503</td>
</tr>
<tr>
<td><strong>Private Insurance</strong></td>
<td>Health Alliance</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 2,297</td>
</tr>
<tr>
<td><strong>Private Insurance</strong></td>
<td>Humana</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 9,158</td>
</tr>
<tr>
<td><strong>Private Insurance</strong></td>
<td>Humana Managed Care</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 618,059</td>
</tr>
<tr>
<td><strong>Private Insurance</strong></td>
<td>Insurance - MCO A</td>
<td>$</td>
<td>- $</td>
<td>9,845</td>
<td>$ 204,995</td>
</tr>
<tr>
<td><strong>Private Insurance</strong></td>
<td>Insurance - MCO B</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
<td>$ 21,814</td>
</tr>
<tr>
<td><strong>Private Insurance Total</strong></td>
<td></td>
<td>$</td>
<td>- $</td>
<td>9,845</td>
<td>$ 911,215</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td>$</td>
<td>- $</td>
<td>315,263</td>
<td>$ 3,888,445</td>
</tr>
</tbody>
</table>
ISSUE: For RESOLUTION: Springdale Cemetery Intergovernmental Agreement

BACKGROUND/DISCUSSION:
In 2002, the County with the City of Peoria, and the Peoria Park District entered into an intergovernmental agreement for the purpose of both saving and resurrecting historic Springdale Cemetery. Under the terms of that agreement, the City would take ownership of the land that is the cemetery; the park district and the county would split fifty-fifty the first $80,000 of annual operating deficit; the county would cover the next $20,000 annual operating deficit; and the city could cover the remaining operating deficits each year. Since the inception of the 2002 Intergovernmental Agreement, the city’s share of operating deficits has averaged approximately $230,000.

The 2002 Intergovernmental Agreement will expire in October 2022 and includes language that if the three governments wish to continue a new agreement must be enacted at least 6-months prior to the expiration of the 2002 Agreement. A workgroup convened by Board Member Pastucha began meeting in the late fall 2021 to start negotiating a new agreement, which staff summarized at the January 25, 2022, Executive Committee meeting. At this committee meeting, committee members provided feedback for what they would be able to support, and modifications to the draft agreement were made. The Agreement attached to the resolution includes language that resolves the concerns raised at the January 25 meeting. Some highlights of the new Agreement include:

- Management Authority Board Membership:

<table>
<thead>
<tr>
<th>Membership</th>
<th>Old IGA</th>
<th>New IGA</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>County</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Park District</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Foundation</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>9</td>
<td>9</td>
</tr>
</tbody>
</table>

- IGA Term and Out Clause:
  **Term:**
  10 years and must adopt a resolution to exercise one 10-year extension.

  **Out Clause:**
  12-month notice plus one-time payment of:

<table>
<thead>
<tr>
<th>Old IGA</th>
<th>Adjusted for Inflation</th>
<th>New IGA</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120,000</td>
<td>$184,500</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

- Annual Financial Contribution to Operations:

<table>
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<tr>
<th></th>
<th>Old IGA</th>
<th>Adjusted for Inflation</th>
<th>New IGA</th>
</tr>
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<tbody>
<tr>
<td>Park District</td>
<td>$40,000</td>
<td>$61,500</td>
<td>$40,000</td>
</tr>
<tr>
<td>County</td>
<td>$60,000</td>
<td>$92,000</td>
<td>$102,000</td>
</tr>
<tr>
<td>City</td>
<td>Balance of operating deficits ($230,000 ave)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

  **Note**: County amount increases by $2,000 per year to get to $120,000 in year 10.

- Savanna:
  Permanent protection of the savanna was the Park District's top issue. The City will deed the savanna to the Park District within the first year of the new agreement. The Park District will be responsible for the preservation and maintenance of the savanna in perpetuity. Estimated annual cost of maintenance is $20,000 by the Park District.
SPRINGDALE CEMETERY INTERGOVERNMENTAL AGREEMENT

This Springdale Cemetery Intergovernmental Agreement ("Agreement") is entered into as of the __________________ day of ____, 2022 by and between the City of Peoria, Illinois, a municipal corporation (hereinafter referred to as the "City"), the County of Peoria, a body politic incorporated (hereinafter referred to as the "County"), and The Pleasure Driveway and Park District of Peoria, Illinois, a unit of local government under the Park District Code of the State of Illinois (hereinafter referred to as the "Park District").

WHEREAS, the City, County, and Park District entered into an Intergovernmental Agreement on the 16th day of September, 2002 (the "2002 Intergovernmental Agreement"); and

WHEREAS, the 2002 Intergovernmental Agreement expires on the 16th day of September, 2022 and requires a six-month notice prior to expiration by all members of an intent to enter into a new Intergovernmental Agreement; and

WHEREAS, the Parties still find that Springdale Cemetery is still in need of governmental oversight; and

WHEREAS, the Parties find that Springdale Cemetery is a historic cemetery of great importance to the Peoria area; and

WHEREAS, the Parties find it in the public interest to restore and maintain Springdale Cemetery to the condition that befits a cemetery so important to the area's culture and history; and

WHEREAS, the Parties believe that with stable, predictable ownership proper maintenance the Cemetery can be operated in a manner so that it would pay for itself; and

WHEREAS, the Parties desire to protect in perpetuity the area in the Cemetery known as the Savanna; and

WHEREAS, the Parties desire to continue operating the Cemetery with the Authority created under the 2002 Intergovernmental Agreement to give that Authority maximum flexibility in operating the Cemetery; and,

WHEREAS, the Parties are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures, and understandings, and are therefore authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:
I. PARTIES

In this Agreement, each of the following shall be a “Party”, and collectively shall be the “Parties”:

A. The City of Peoria, a municipal corporation (hereinafter "City"),
B. County of Peoria, a body politic incorporate (hereinafter "County"), and
C. The Pleasure Driveway and Park District of Peoria, Illinois, a unit of local government organized under the Park District Code of the State of Illinois (hereinafter "Park District").

II. DESCRIPTION OF PROPERTY

A. The property described in attached Exhibit A, which is hereby made a part hereof, shall be referred to herein as the “Cemetery”.
B. The property described in attached Exhibit B, which is hereby made a part hereof, shall be referred to herein as the “Savanna”.

III. THE SPRINGDALE CEMETERY MANAGEMENT AUTHORITY

A. Upon the execution of this Agreement, the Parties agree the Springdale Cemetery Management Authority (hereinafter the "Authority") shall consist of the following:

1. Five (5) members appointed by the Mayor of the City, with the approval of the City Council; one such appointee shall be Chairman.
2. Two (2) members appointed by the Chairman of the County Board, with the approval of the County Board.
3. One (1) member appointed by the President of the Board of Trustees of the Park District Board.
4. One (1) member appointed by the Springdale Cemetery Foundation Board of Directors.

B. All members shall serve four (4) year terms. Members shall serve until their successors are duly appointed. Members appointed by the Parties shall serve at the pleasure of the Party which appoints them and may only be removed by the appointing Party. Within 30 days from the execution of this Agreement, the City of Peoria shall appoint its additional members to effectuate the necessary change in composition of the Authority.

C. Nothing shall prohibit Authority appointees from being Council members or Board members of their respective entities.
D. The quorum of the Authority needed to conduct its meeting consists of a majority of the currently serving and appointed members, and unless provided otherwise by applicable law all actions taken by the Authority shall require an affirmative vote of a majority of the present members.

E. The Parties shall work together promptly and in good faith to create amended and restated bylaws for the Authority (the “Authority Bylaws”). It is contemplated that some provisions of the Authority Bylaws, including, without limitation amendment thereof, shall require unanimous consent of the Parties.

F. The Authority is hereby empowered by the Parties to oversee the management and operation of the Cemetery, consistent with this Agreement and the Authority’s Bylaws as approved by the Parties.

G. The Authority may make such other policies, and procedures as it deems necessary, consistent with this Agreement and the Authority’s Bylaws as approved by the Parties.

H. Any authority granted to the Authority herein shall be expressly subject to the approval of the Parties and may be amended or revoked at any time by the unanimous action of the Parties.

IV. SPRINGDALE CEMETERY FOUNDATION RELATIONSHIP TO SPRINGDALE CEMETERY MANAGEMENT AUTHORITY

A. The Authority shall have one (1) voting member on the Foundation Board that is not the appointee from the Foundation Board to the Authority.

B. As long as this Agreement remains in effect:

1. The Foundation is expected to provide donations for the benefit of Springdale Cemetery in an amount of at least $25,000 per year.

2. Said donations may include in-kind services.

3. The Foundation shall not breach this Agreement.

4. The procedure for selecting the appointee to the Foundation Board from the Authority shall be defined in the Authority’s bylaws.

C. The Parties shall determine whether the requirements of Paragraph B above have been met by the Foundation, the vote of all three governmental entities shall be required to discontinue the Foundation’s right of appointment of members to the Springdale Cemetery Management Authority.

V. FINANCIAL CONSIDERATIONS
A. Annual Budgets. The Authority shall transmit its annual operating and capital improvement budget to the Parties for information and transparency. The Parties specifically authorize the Authority (or such of the Parties as is specifically authorized by the Authority) to enter into contracts for expenditures or receipt of funds that are part of the annual budget. The Authority is expressly authorized to accept gifts or permit improvements to the Cemetery through the Foundation or any other body, provided that the gifts or improvements in question do not implicate the expenditure of public funds of the City, County or Park District.

B. Operating Deficits. Any operating deficit from the year prior shall be divided as follows. The values below shall be reviewed by the Parties and may be adjusted based on the financial condition of the Authority once every ten (10) years.

1. The Park District’s maximum annual cash contribution shall be $40,000. It shall be an equally prorated share of the first $80,000 of operating deficit from the prior year with the County. It is acknowledged that the Park District’s annual expense to maintain the Savanna has an inherent value more than the Park District’s annual cash contribution.

2. The County’s maximum annual cash contribution shall be $102,000. It shall be an equally prorated share of the first $80,000 of operating deficit from the prior year with the Park District plus the next $62,000 of operating deficit in year one of this Agreement. The County agrees to increase “its next $62,000” by $2,000 per year such that its maximum annual cash contribution will be $120,000 in the tenth year of this Agreement.

3. The City’s maximum annual contribution shall be all operating deficits not covered by the Park District or County.

C. Operating Surplus. Any operating surplus shall be held by the Authority. The Authority may allocate any operating surplus as it deems appropriate for the mission of the Cemetery.

D. The Authority or the Foundation may hold events for fundraising and other purposes from time-to-time.

VI. TERM

A. The term of the Agreement shall be ten (10) years with the ability to extend one additional term of ten (10) years subject to the following:

1. If the Parties intend to exercise the additional ten (10) year term, they may do so by adopting a resolution affirming as such on or before six (6) months prior to the expiration of the first ten (10) year term.

2. Upon the end of the additional ten (10) year term and if the Parties intend to continue this Agreement, they may do so by amendment to the
Agreement as adopted by each of the Parties at least six (6) months prior to its expiration.

B. In addition to the rights of the Park District described in Section XI of the Agreement, at any time, any of the Parties may terminate that Party’s obligations under this Agreement by providing one (1) year's notice of intent to terminate and by paying the sum of One Hundred Fifty Thousand Dollars ($150,000.00) plus any accrued obligations owed by the Party terminating its obligations under this Agreement.

VII. OPERATIONS

A. The Authority is authorized to take the necessary steps to provide for such employees as may be needed by the Authority. The salaries of any such employees shall be set by the Authority. Nothing herein shall prohibit the Authority from entering into a contract with an independent contractor for the management and operation of running of the Cemetery.

B. The Authority is expressly entitled to provide for such insurance either through private insurance providers or through a risk management pool, as may be commercially reasonable; this expenditure shall be considered part of operating expenses.

C. The Authority is expressly authorized to enter into such contracts as it may deem in the best interests of the Cemetery with the City, the County, or the Park District, or with such other entities as the Authority may deem appropriate; provided, however, that any such contracts shall be consistent with this Agreement and the Authority’s Bylaws as approved by the Parties.

D. The Authority shall comply with all applicable equal opportunity guidelines of the City.

E. The Authority is authorized, and the Park District expressly agrees, that the Authority may contract with the Park District for maintenance of Cemetery property at the Park District's cost, said cost to include the Park District's administrative expenses. Nothing herein shall require the Authority to enter into such a maintenance contract with the Park District.

F. The Authority is expressly entitled to set fees, establish rules and regulations, and do such other acts as are necessary to run the Cemetery; provided, however, that all such rules, regulations, and other acts shall be consistent with this Agreement and the Authority’s Bylaws as approved by the Parties.

VIII. NOTICES
Notices shall be in writing and shall be served (a) by personal delivery; or by certified mail, return receipt requested to the following:

A. City: The City Manager, City Hall, 419 Fulton, Suite 207, Peoria, IL 61602, with a copy to the Corporation Counsel.

B. County: County Administrator, Peoria County Courthouse, 324 Main Street, Peoria, IL 61602, with a copy to the State’s Attorney.

C. Park District: Director of Parks and Recreation, Peoria Park District, 1125 W Lake Ave, Peoria, IL 61614.

IX. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof, and expressly supersedes and replaces the 2002 Intergovernmental Agreement. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the Parties, and duly approved by each Party’s respective governing board or council.

X. PERMANENT PROTECTION AND USE OF THE SAVANNA

A. The Authority, as a condition of its continued existence pursuant to this Agreement, shall be required to protect and preserve the Cemetery as it currently exists in its natural state adjacent to the perimeter of the Savanna.

B. Within one (1) year of the date of this Agreement, the City shall deed the Savanna, and as described in Section X.D., below, and Exhibit B, to the Park District for one dollar ($1.00), free and clear of all liens and encumbrances. Within the same year, the Park District and the Authority shall enter into a maintenance and operating agreement for the Savanna suitable to the Park District in its sole and absolute discretion (the “Maintenance and Operating Agreement”). Upon the conveyance of the Savanna to the Park District and the satisfaction of the conditions in Section XI. of this Agreement, the Park District shall be responsible for the protection, conservation, and maintenance of the Savanna in accordance with the Maintenance and Operating Agreement. In the interim period between the date of this Agreement and the conveyance to and acceptance of the Savanna by the Park District, the Authority shall protect, conserve, and preserve, maintain the Savanna as it currently exists in its natural state, with the oversight of the Park District.

C. No graves shall be sited in the Savanna, nor shall any other construction of any kind, permanent or temporary, be allowed in the Savanna unless necessary for the preservation of the Savanna in its natural state, which shall be subject to the Park District’s written approval. The Authority shall not permit any other disturbance or waste in the Savanna. These prohibitions are considered a limitation on the authority of the Springdale Cemetery Authority itself.
D. In the event of any act or omission of the Authority regarding its obligations in this Section, the Park District may, but is not required to, undertake such actions as may be necessary to correct such act or omission. Any cost of such correction shall be chargeable to the Authority, and the Park District may offset such amounts from any amounts it might owe to the Authority, including amounts owed under this Agreement.

XI. CONDITIONS TO OBLIGATIONS OF PARK DISTRICT

The obligations of the Park District under this Agreement are expressly subject to the satisfaction of the following conditions within one year of the date of this Agreement, all to the satisfaction of the Park District, in its sole and absolute discretion:

A. Inspections of the Savanna and surrounding property satisfactory to the Park District.

B. The conveyance of the Savanna from the City to the Park District in such form as approved by the Park District. Such conveyance shall also include easements of access in favor of the Park District and the public, and such other terms as the Park District may deem necessary or desirable.

C. Approval of the Authority’s Bylaws by all of the Parties.

D. Execution and delivery of the Maintenance and Operating Agreement by the Park District and the Authority.

In the event the foregoing conditions are not met, the Park District may terminate this Agreement immediately, without penalty or payment of any kind.
CITY OF PEORIA

By: __________________________
    City Manager

COUNTY OF PEORIA

By: __________________________
    County Administrator

Approved as to Form and Content

By: __________________________
    Springdale Cemetery
    Management Authority

THE PLEASURE DRIVEWAY AND PARK
DISTRICT OF PEORIA, ILLINOIS

By: __________________________
    President

Approved as to Form and Content:

By: __________________________
    Springdale Historic
    Preservation Foundation
THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

Parcel 1:
Part of the North West 1/4 of Section 34 and part of the North East 1/4 of Section 34 and part of the North West 1/4 of Section 35 and part of the South East 1/4 of Section 27, all in Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly bound and described as follows, to-wit:
Commencing at the common corner of Sections 26, 27, 34 and 35 in Township 9 North, Range 8 East of the Fourth Principal Meridian for the point of beginning of the property to be described; thence North along the East line of the South East 1/4 of Section 27, a distance of 1594 feet to a point; thence West and parallel to the South line of said Section 27, a distance of 1302.75 feet to a point; thence South and parallel to the East line of Section 27 a distance of 1594 feet to a point on the South line of said Section 27, also being a point on the North line of Section 34; thence West along the North line of said Section 34 to a point at the North West corner of the North East 1/4 of said Section 34, also being a point on the middle of Prospect Road (formerly Mount Hawley Road); thence Southwesterly along the middle of said Prospect Road to a point which is 424 feet West of a point 1320 feet South from said North West corner of the North East 1/4 of Section 34; thence East 424 feet to a point on the West line of the North East 1/4 of Section 34; thence South along said West line to a point which is 827 feet, more or less, North of the center of Section 34 (said point also being on the South line of Gift Avenue Extended); thence East and parallel with the South line of Section 34, a distance of 434 feet; thence Northeasterly a distance of 771.77 feet, more or less, to a point on the South line of Section 34 said point being 884 feet East of the center of Section 34; thence East along the South line of the North East 1/4 of Section 34 to the South East corner of the North East 1/4 of said Section 34; thence North on the East line of the North East 1/4 of Section 34 (being also the West line of the North West 1/4 of Section 35) to a point which is 329.5 feet North of the South West corner of the North West 1/4 of Section 35; thence East 120 feet to a point on the Westerly railroad line of the Chicago, Rock Island and Peoria Railroad; thence Northeasterly along the Westerly railroad line of said Chicago, Rock Island and Peoria Railroad to a point which is 880.11 feet South of the North line of Section 35, said point also being East of the West line of Section 35 a distance of 771.21 feet; thence North and parallel with the West line of said North West 1/4 of Section 35, a distance of 880.11 feet to a point on the North line of Section 35; thence West along the North line of Section 35, a distance of 771.21 feet to the point of beginning;
EXCEPTING THEREFROM that part conveyed to Springfield Investors Land Trust by deed recorded as Document No. 99-06054; described as follows: A part of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 of Section 34, Township 9 North, Range 8 East of the 4th P.M. being more particularly described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said Section 34; thence South 89 degrees 34 minutes 04 seconds East along the North line of the Northeast 1/4 of said Section 34, a distance of 39.33 feet to a point on the West right of way line of Prospect Road and the point of beginning of the tract to be described; thence continuing South 89 degrees 34 minutes 04 seconds East along the North line of the Northeast 1/4 of said Section 34, a distance of 65.12 feet; thence South 3 degrees 11 minutes 38 seconds East, a distance of 476.44 feet; thence North 88 degrees 35 minutes 50 seconds West, a distance of 251.95 feet to a point on the East right of way line of Prospect Road; thence North 4
degrees 56 minutes 13 seconds East along the East right of way line of Prospect Road, a distance of 101.49 feet; thence North 19 degrees 40 minutes 57 seconds East along the East right of way line of Prospect Road, a distance of 395.05 feet to the point of beginning.

ALSO EXCEPTING THEREFROM (or subject to) the following rights of way:

1) The East 1/2 of Prospect Road (formerly Mt. Hawley Road) in the North East 1/4 and North West 1/4 of Section 34;
2) The Chicago, Rock Island and Peoria Railroad right of way in the South East corner of the North East 1/4 of Section 34;
3) The War Memorial Drive right of way in the South East 1/4 of Section 27;
4) The South 1/2 of Wilson Avenue from the East line of Grand Avenue to the West line of War Memorial Drive in the South East 1/4 of Section 27;
5) That part taken for highway purposes by The Department of Transportation of the State of Illinois, by condemnation proceedings filed as Case #93-ED-3 in the Circuit Court of the Tenth Judicial Circuit of Illinois, Peoria County a Final Judgment Order being recorded August 14, 1996 as Document #96-23968.

All situate, lying and being in the County of Peoria, and State of Illinois.

Parcel 2:
A part of Outlot 16 in Washington Heights Re-survey of a part of the Southwest 1/4 of Section 26, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly bounded and described as follows: Commencing at the South West corner of said Southwest 1/4 of said Section 26; thence North along the West line of said quarter section a distance of 77 feet; thence at right angles and parallel with the South line of said quarter section in an Easterly direction 516.65 feet; thence at right angles South and parallel with the West line of said quarter section a distance of 77 feet to the South line of said quarter section; thence at right angles along the South line of said quarter section in a Westerly direction 516.65 feet to the point of beginning, situate lying and being in the County of Peoria and State of Illinois. (Conveyed to Springdale Cemetery Association by Warranty Deed recorded in Book 392 Page 197)

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 34; THENCE S 89°34'-04" E, ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 34, A DISTANCE OF 39.33 FEET TO A POINT ON THE EAST R.O.W. LINE OF PROSPECT ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING S 89°34'-04" E ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 34, A DISTANCE OF 66.12 FEET; THENCE S 11°38" E, A DISTANCE OF 476.44 FEET; THENCE N 88°35'-50" W, A DISTANCE OF 251.95 FEET TO A POINT ON THE EAST R.O.W. LINE OF PROSPECT ROAD; THENCE N 14°56'-13" E ALONG THE EAST R.O.W. LINE OF PROSPECT ROAD, A DISTANCE OF 101.49 FEET; THENCE N 15°40'-37" E ALONG THE EAST R.O.W. LINE OF PROSPECT ROAD, A DISTANCE OF 395.05 FEET TO THE POINT OF BEGINNING, CONTAINING 1.769 ACRES. SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

SUBJECT TO A NON-EXCLUSIVE 30 FOOT WIDE BASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF THE ADJOINING PROPERTY OWNER TO THE EAST AND SOUTH, THE CENTERLINE OF SAID BASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 34; THENCE S 89°34'-04" E, ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 34, A DISTANCE OF 39.33 FEET TO A POINT ON THE EAST R.O.W. LINE OF PROSPECT ROAD; THENCE S 11°49'-57" W ALONG THE EAST R.O.W. LINE OF PROSPECT ROAD, A DISTANCE OF 395.05 FEET; THENCE S 14°56'-13" W ALONG THE EAST R.O.W. LINE OF PROSPECT ROAD, A DISTANCE OF 86.05 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE S 88°35'-50" E, A DISTANCE OF 203.17 FEET; THENCE N 64°26'-08" E, A DISTANCE OF 47.40 FEET TO THE TERMINUS OF SAID CENTERLINE.

P.I.N. NUMBER: 14-34-132-002
EXHIBIT B
Description of the Savanna
TO THE HONORABLE COUNTY BOARD  )
COUNTY OF PEORIA, ILLINOIS  )

Your Executive Committee does hereby recommend passage of the following Resolution.

Re: Adoption of an Intergovernmental Agreement Related to Springdale Cemetery

RESOLUTION

WHEREAS, the City, County, and Park District (the “Parties”) entered into an Intergovernmental Agreement on the 16th day of September, 2002 (the “2002 Intergovernmental Agreement”); and

WHEREAS, the 2002 Intergovernmental Agreement expires on the 16th day of September, 2022 and requires a six-month notice prior to expiration by all members of an intent to enter into a new Intergovernmental Agreement; and

WHEREAS, the Parties still find that Springdale Cemetery is still in need of governmental oversight; and

WHEREAS, the Parties find that Springdale Cemetery is a historic cemetery of great importance to the Peoria area; and

WHEREAS, the Parties find it is in the public interest to restore and maintain Springdale Cemetery to the condition that befits a cemetery so important to the area’s culture and history; and

WHEREAS, the Parties believe that with stable, predictable ownership proper maintenance the Cemetery can be operated in a manner so that it would pay for itself; and

WHEREAS, the Parties desire to protect in perpetuity the area in the Cemetery known as the Savanna; and

WHEREAS, the Parties desire to continue operating the Cemetery with the Authority created under the 2002 Intergovernmental Agreement to give that Authority maximum flexibility in operating the Cemetery; and,

WHEREAS, the Parties are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures, and understandings, and are therefore authorized to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Peoria County Board agrees to the terms and conditions set forth in the attached Intergovernmental Agreement and authorizes the County Administrator to execute the Agreement on behalf of the County.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE
ISSUE:
For RESOLUTION: Amendments to the By-Laws of the Peoria Riverfront Museum

BACKGROUND/DISCUSSION:
Article 7, Section 7.03(b) of the Capital Facility Development, Lease and Operating Agreement between the County and the Peoria Riverfront Museum stipulates that the PRM cannot amend its by-laws without the express written consent of the County.

Attached to the Resolution is the Amendment No. 2 to the PRM By-laws. Amendment No. 1 was adopted in 2014. Amendment No. 2 makes wholesale changes to the PRM Board and structure to reflect the stable nature of the current financial condition of the PRM.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:
APPROVAL

COMMITTEE ACTION:

PREPARED BY: Scott A. Sorrel, County Administrator
DEPARTMENT: County Administration
DATE: February 22, 2022
BYLAWS OF THE
PEORIA RIVERFRONT MUSEUM

As Amended June 18, 2014, 2022

ARTICLE I

Offices

The Board of Directors (the “Board”) of Peoria Riverfront Museum, an Illinois not-for-profit corporation (the “Corporation”), shall cause the Corporation to have and continuously maintain in the State of Illinois a registered office and a registered agent who is a resident of the State of Illinois and whose office is identical with such registered office. The Corporation shall report any change in such registered office or such registered agent to the Secretary of State of the State of Illinois as required by law.

ARTICLE II

Purposes and Mission

Section 1. Purposes. The purposes of the Corporation are as set forth in the Articles of Incorporation, as amended from time to time (the “Articles of Incorporation”).

Section 2. Mission. The mission of the Corporation is to inspire lifelong learning for ALL, connecting art, history, science and achievement through collections, exhibitions and programs.

ARTICLE III

Members

The Corporation shall have no members.

ARTICLE IV

Board of Directors

Section 1. Powers and Duties. The Board shall be the governing and policy-making body of the Corporation and shall manage its property, business and affairs. It shall define the purposes, mission and policies of, and establish guidelines to foster the achievement of the purposes of, the Corporation. It shall establish financial and reporting procedures and criteria to coordinate the activities of, properly safeguard the assets of, and oversee the expenditures of, the Corporation. It shall adopt, periodically review and assess, and implement both short- and long-term business plans for the orderly development, acquisition and use of the programs, services, assets and physical facilities of the Corporation. Individual members of the Board (sometimes singularly referred to as a “Board Member” and collectively as the “Board Members”) shall
not have the authority of the Board, and shall not have the power to act on behalf of or to bind the Corporation unless expressly authorized by the Board in writing.

Section 2. Composition.

A. The Board shall be comprised solely of “Designated Board Members” and “At-Large Board Members”, each as defined in this Article IV, Section 2. As provided in this Article IV, Section 2, between and including the date on which the Corporation organizes (the “Organization Date”) and the date on which the Corporation opens to the public (the “Opening Date”) a regional not-for-profit museum to be known as “Peoria Riverfront Museum” (the “Museum”), Effective __________, 2022, the Board will consist of (i) eleven (11) Designated Board Members (unless, as provided herein, a Designated Entity (as defined below) loses its right hereunder to select and name its allocated number of Designated Board Members) and (ii) twelve (12) At-Large Board Members. Further, as provided in this Article IV, Section 2, on and after the date immediately following the Opening Date, the Board will consist of (i) six (6) Designated Board Members (unless, as provided herein, a Designated Entity loses its right hereunder to select and name its allocated number of Designated Board Members) and (ii) fifteen (15) At-Large Board Members. “Designated Entities”, as used herein, means Caterpillar, Inc., an Illinois corporation (“Caterpillar”); African American Hall of Fame, an Illinois not-for-profit corporation (“AAHF”); and Peoria Historical Society, an Illinois not-for-profit corporation (“PHS”); Peoria Regional Museum Society, an Illinois not-for-profit corporation (“PRMS”); and Illinois High School Association, an Illinois not-for-profit corporation (“IHSA”); allocated as follows: AAFS and PHS shall have the right and authority to select and name one (1) Designated Board Member. A Designated Entity will lose its right hereunder to select and name the number of Designated Board Member positions allocated to it hereunder if (as determined by the Board) it dissolves, it is no longer active operationally, or it voluntarily elects not to exercise its right to select Designated Board Members. Effective January 1, 2014, the PRMS has lost its right as previously described to continue as a Designated Entity. For the PRMS Designated Board Member position only, the position shall remain on the Board as an At-Large Board Member position, which will be filled using the Nominating Committee and the nominating/election process used to fill all other At-Large Board Member positions.

B. The Articles of Incorporation identify by name the initial members of the Board (the “Initial Board Members”). As provided in the Articles of Incorporation, the Initial Board Members consist of (i) eleven (11) Designated Board Members, of whom Lakeview Museum of Arts and Sciences, an Illinois not-for-profit corporation (“Lakeview”), selected five (5), Caterpillar selected two (2), and AAHF, PHS, PRMS, and IHSA each selected one (1); and (ii) twelve (12) At-Large Board Members, all of whom the County of Peoria, (the “County”), selected from a list of nominees pre-approved by the County and the Museum Collaboration Group (“MCG”).

From and after the Organization Date, the
a new nomination if the Nominating Committee previously submitted for the position only the name of the rejected nominee) but the Board shall not have the right to elect an individual as a Board Member who the Nominating Committee did not nominate.

The Board shall elect as a Board Member the person whose name was selected and from the slate of names submitted to the Nominating Committee by the Designating Entity.

Between and including the Organization Date and the Opening Date, unless the Designated Entity loses its right hereunder to select and name Designated Board Members, the Designated Entities shall have the right and authority to select eleven (11) Designated Board Members, allocated as follows: Lakeview shall have the right and authority to select and name five (5) Designated Board Members, Caterpillar shall have the right and authority to select and name two (2) Designated Board Members, and AAHF, PHS, PRMS and IHSA each shall have the right and authority to select and name one (1) Designated Board Member; thereafter, after the Opening Date, the Designated Entities shall have the right and authority to select six (6) Designated Board Members, allocated as follows: Caterpillar shall have the right and authority to select and name two (2) Designated Board Members, and AAHF, PHS, PRMS and IHSA each shall have the right and authority to select and name one (1) Designated Board Member.

The Nominating Committee shall submit to the Board as nominations for each board position to be held by an At Large Board Member the names it selects. The Nominating Committee may submit to the Board more than one name for each At Large Board Member position to be filled. The Nominating Committee, at its sole discretion, may solicit recommendations for nominations from the Board and from individual Board Members.

Board Members must at all times be individuals of high moral and ethical standards who are committed to fulfilling the fiduciary duties of membership on the board of directors of a not-for-profit corporation, including the duties of loyalty, care, confidentiality and obedience to charitable mission, demonstrate a commitment to the charitable purposes and mission of the Corporation, possess a genuine interest in the Corporation unrelated to personal gain or influence, and embody the knowledge, skills and/or experience that will enable them to materially contribute to the Corporation’s mission, including, but not limited to, experience or expertise in business.

Section 3. **Term of Office**

A. The Board shall divide the Initial Board Members into three (3) classes, designated as Class I, Class II and Class III, respectively, with each class consisting approximately of one-third of the total number of Designated Board Members and one-third of the total number of At Large Board Members. If the number of Designated Board Members or the number of At Large Board Members changes, the Board may apportion the resulting increase or decrease in positions among the classes so as to maintain the number of Designated Board Members and of At Large Board Members in each class as nearly as equal as possible, but in no case shall a decrease in the number of Board Members shorten the term of any incumbent Board Member.
B. The Board shall stagger the terms of office of the three (3) classes, so that
the term of office of Board Members in Class I shall expire at the end of the first annual meeting
of the Board, the term of office of Board Members in Class II shall expire at the end of the
second annual meeting of the Board, and the term of office of Board Members in Class III shall
expire at the end of the third annual meeting of the Board.

C. Board Members shall hold office until the end of the annual meeting of the
Board. Except when a Board Member resigns, Board Members shall hold office until June 30 in
the year in which his or her term of office expires or until his or her successor is elected or
qualified.

D. Subject to Article IV, Sections 3A and B, Board Members elected at an
annual meeting of the Board will take office effective July 1 immediately following the annual
meeting and shall hold office for a term of three (3) years or until their successors are elected and
qualified.

E. No Board Member may serve more than two (2) three (3) consecutive three
year terms on the Board. A Board Member who has served two (2) three (3) consecutive three
year terms on the Board shall be eligible to serve on the Board for an additional two (2)
consecutive three (3) year terms if he or she is not on the Board for one full year. The terms of
office of Board Members who serve initial staggered terms ending on the first or second annual
meeting of the Board shall not be counted in determining the number of consecutive years they
have served on the Board. The terms of office of Board Members who serve initial staggered
terms ending on the third annual meeting of the Board shall be counted in determining the
number of consecutive years they have served on the Board. A Board Member elected to fill a
vacancy in the position of a Board Member shall serve the remainder of the term of the Board
Member he or she replaces and upon completion of that term shall be eligible to serve two
(2) three (3) consecutive three (3) year terms.

Section 4. Enumerated Powers. In managing the affairs of the Corporation, the
Board (among other things) shall:

A. Elect the members of the Board and the Associate Board, the officers of
the Corporation, other than the vice-presidents of the Corporation, the Board Officers (as
defined below) and Directors Emeritus;

B. Appoint the At Large Board Members on the Executive Committee;

C. Remove (as deemed appropriate or as required in these By-laws) the members of the Board
and, the Associate Board, the officers of the Corporation, Officers and Directors Emeritus;

D. Ratify (as deemed appropriate) the appointment of the Chair
of the Board (the “Board Chair”) of all chairpersons and members of all standing committees of
the Board (the “Standing Committees”), other than the Executive Committee and the
Nominating Committee, and all special committees of the Board (the “Special Committees”);
E. Employ and dismiss the President and CEO of the Corporation (the “President”) who shall be responsible for the day-to-day management of the business of the Corporation; and

F. Provide policy level direction to the President, either directly or through delegation of authority to Standing Committees or Special Committees of the Board.

G. Hold an annual meeting as the sole member of the Peoria Riverfront Museum Foundation (“Foundation”), at which the Foundation’s directors are elected and to regularly monitor the actions of the Foundation’s Board, including making recommendations to the Foundation’s board regarding the Foundation’s investment policy statement.

Section 5. Vacancies. The Board shall fill from nominations submitted to it by the Nominating Committee vacancies on the Board at a regular or special meeting of the Board, whether such vacancies occur by death, resignation, removal or an increase in the number of Board Members.

Section 6. Resignation.

A. Section 6. A Board Member may resign at any time by submitting a written resignation to the Board or to the Board Chair. Unless made effective on a future date, the resignation shall be effective upon its delivery to the Board or to the Board Chair, and, unless otherwise specified in the resignation, need not be accepted to be effective.

B. On or before the Opening Date, Lakeview shall direct and cause its five (5) Designated Board Members who sit on the Board by reason of Lakeview’s selection to submit to the Board or to the Board Chair their written resignations, to be effective on the Opening Date. These resigning Board Members may be re-elected to an At Large Board position.

Section 7. Removal.

A. The Board alone shall have the right to remove, with or without cause, a Board Member.

B. The Board shall promptly remove a Board Member if the Peoria County Board causes to be delivered to the Board a written demand for his or her removal in which the County Board includes reliable and substantiating evidence that the Board Member willfully engaged in conduct demonstrably and materially injurious to the Corporation or to the achievement of its purposes or mission; committed an illegal, unethical or dishonest act in connection with his or her position as a Board Member; or willfully and repeatedly failed to fulfill his or her fiduciary duties of care, loyalty, confidentiality or obedience to mission to the Corporation. For purposes of clarity and the avoidance of doubt, “Board”, as used herein, means the Board of Directors of the Corporation and “County Board”, as used herein, means the Board of the County of Peoria.

C. The Board shall promptly remove the Designated Board Members selected by a Designated Entity if during the term of their office, the Designated Entity that selected them
Section 8. Meetings of the Board.

A. Annual Meeting. The Board shall hold an annual meeting in June of each year at a time and place designated by the Board Chair or, in the Board Chair’s absence, by the Vice Chair of the Board (the “Vice Chair”) for the purpose of electing Board Members and Board Officers (as defined herein), electing the At Large Board Members of the Executive Committee, ratifying the Board Chair’s appointment of the chairs and members of the Standing Committee(s) and Special Committees, if any, setting the schedule for the next year’s regular board meetings and conducting such other business as may properly come before it.

B. Regular Meetings. The Board shall meet at those times set at the annual meeting, or if modified at a subsequent Board meeting, at such times as set by a Board meeting. The Board shall meet at those places as are designated by the Board Chair or, in the Board Chair’s absence, by the Vice Chair.

C. Special Meetings. The Board Chair may call a special meeting of the Board at such time and place as may be designated by the Board Chair. Notice of time and place of special meetings shall be given by mail or electronically at least four (4) days or by telephone at least forty-eight (48) hours prior to such meetings. The notice periods set forth in this paragraph do not apply for action taken exclusively by electronic voting as permitted in Article IV, Section 8F(4) below.

D. Attendance. Members shall attend Board and committee meetings regularly. Absence from three (3) consecutive Board meetings shall be equivalent to an offer to resign from the Board, which the Board may accept or reject in its sole discretion.

E. Quorum and Manner of Action. The Board may hold meetings. Quorum shall be established when a majority of the Board Members then holding office attend a meeting, including attendance by telephone, video conference or other communications equipment by means of which all Board Members participating in the meeting can communicate with each other. Board Members that are in attendance of a duly held meeting may vote on all matters presented to the Board.

F. Board Action.

(1) The Board shall be deemed to have acted when a majority of the Board Members who are entitled to vote and who are present at a duly convened meeting of the Board at which a majority of the Board Members then in office are present quorum is established vote in favor of the action.

(2) However, notwithstanding the provisions of Article IV, Section 8F(1), the Board shall not have the right or authority to (i) amend or restate the Articles of Incorporation or these Bylaws or adopt new Bylaws unless (a) the Board approves the action at a duly convened meeting of the Board by a vote of at least 75% of the Board Members then in office and (b) the County Board approves the action; (ii) remove a
Board Member from office pursuant to Article IV, Section 7, unless the Board approves the action at a duly convened meeting of the Board by a vote of at least 75% of the Board Members then in office; or (iii) elect or replace Board Members unless the Board elects or replaces the Board Member at a duly convened meeting of the Board by a vote of at least 75% of the Board Members then in office.

(3) At a Board meeting where quorum is established, the Board may defer voting on a measure at the meeting and instead vote by reasonable electronic methods, including but not limited to e-mail, and/or secure web portal, when the vote at the meeting is deemed to be impractical. The Board shall be deemed to approve such a measure when not less than a majority of the members of the Board approve the measure in writing by reasonable electronic methods.

(4) The Board may act via reasonable electronic methods without a Board meeting in accordance with this paragraph without complying with the notice provisions of Article IV, Section 8C. Board Members must receive copies of any records reasonably necessary to be considered related to the vote. For the action to be approved, at least two-thirds of the Board Members must via reasonable electronic means in writing vote to: (a) confirm that holding a special Board meeting is impractical; and (b) approve the action.

Section 9. Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board shall conduct or cause to be conducted periodic reviews. The periodic reviews shall, at a minimum, whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 10. Use of Outside Experts. When conducting the periodic reviews as provided for in Article IV, Section 9, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

ARTICLE V

Executive Committee

Section 1. Composition. The Board, at its sole election, may organize and appoint an Executive Committee. The Executive Committee, if organized, shall be comprised of the Board Chair, the Vice-Chair, the Secretary of the Board, (the “Secretary”), the Treasurer of the Board (the “Treasurer”) of the Board and three (3) Board Members appointed by the Board; provided, however, at least four (4) members of the Executive Committee shall be At Large Board Members. The President shall serve as a non-voting member of the Executive Committee, provided however, that the President may be excused by the Executive Committee from any discussion of issues concerning the President’s tenure or performance. The Board Chair shall be the chairperson of the Executive Committee. The Board shall fill vacancies on the
Executive Committee. All Committee Chairs may attend Executive Committee meetings, however, Committee Chairs that are not on the Executive Committee shall have no vote.

Section 2. Enumerated Powers. The Executive Committee shall conduct all necessary or timely business, including expenditures not to exceed $35,000 in value, between meetings of the Board, subject in each instance to ratification by the Board at its next meeting. The Board shall not unreasonably withhold ratification. The Executive Committee shall also be responsible for developing the long-range and short-range plans for the Corporation including facility planning.

Section 3. Limitations. Notwithstanding anything to the contrary in these Bylaws, the Executive Committee may not adopt a plan for the distribution of the assets of the Corporation, or for dissolution; fill vacancies on the Board or any of its committees; elect, appoint or remove any officer, Board Member or, member of any committee, or fix the compensation of any member of a committee; amend or restate the Articles of Incorporation or these Bylaws or adopt new Bylaws; adopt a plan of merger or adopt a plan of consolidation with another corporation, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Corporation; amend, alter, repeal or take action inconsistent with any resolutions or actions of the Board when the resolution or action of the Board provides by its terms that it shall not be amended, altered or repealed by action of a committee; sue another entity; change a Board-approved budget; or adopt or eliminate major programs.

Section 4. Actions—Quorum and Actions. Quorum shall be established when a majority of the Executive Committee then holding office attend a meeting, including attendance by telephone, video conference or other communications equipment by which all Executive Committee members participating in the meeting can communicate with each other. The Executive Committee shall be deemed to have acted when a majority of the members of the Executive Committee who are entitled to vote and who are present in attendance at a duly convened meeting of the Executive Committee at which a majority of the members of the Executive Committee then in office are present, quorum is established, vote in favor of the action. The Executive Committee may allow its members to attend meetings of the Executive Committee by telephone or other communications equipment by which all Executive Committee members participating in the meeting can communicate with each other. Committee Members attending by telephone or other communications equipment permitted hereunder count towards the existence of a quorum and may vote on all matters presented to the Committee.

Section 5. Bylaw Changes. The Executive Committee shall monitor the continuing appropriateness of these Bylaws and make recommendations to the Board for changes as necessary.

Section 6. Meetings and Reports. The chairperson of the Executive Committee shall report the actions of the Executive Committee to the Board at its next meeting. The Executive Committee shall meet at the call of the Board Chair as necessary to transact business.

Section 7. Personnel Oversight. The Executive Committee shall review salary structure and benefits package to determine whether they are reasonable based on competent survey information and the result of arm’s length bargaining, develop a philosophy and strategy
on volunteer involvement, review complaints arising under the Corporation's Whistleblower Policy and draft, revise, and monitor personnel policies and procedures for the Corporation.

ARTICLE VI

Officers

Section 1. Officers.

A. The Board officers of the Corporation (the “Board Officers”) shall be the Board Chair, the Vice-Chair, the Secretary, and the Treasurer, and such other officers as the Board may elect from time to time to carry out the business affairs of the Corporation. The Board, at the organizational meeting of the Board and at each annual meeting of the Board thereafter, shall elect the Board Officers from among Board Members. The Board, at its sole election, may request the Nominating Committee to submit to the Board the names of candidates for one or more Board Officer positions. An individual shall be eligible to serve as a Board Officer only if and for so long as he or she is a Board Member. The Board alone shall have the right to remove, with or without cause, a Board Officer.

B. The corporate officers of the Corporation (the “Corporate Officers”) shall be the President and one or more vice presidents as the President may from time to time deem necessary for the proper and effective management of the business and operations of the Corporation. The Board shall elect the President, who shall serve at the pleasure of the Board. The Board, at its sole election, may request the Nominating Committee to submit to the Board the names of candidates for the position of President. An individual shall not be eligible to serve as the President if he or she is a Board Member. The Board alone shall have the right to remove the President, with or without cause, provided his or her removal shall not affect any rights the President may have under contract with the Corporation.

The President, with the advice of the Board, may appoint and hire one or more vice-presidents as he or she may from time to time deem necessary for the proper and efficient management of the business and operations of the Corporation. The President shall present such candidates for the position of vice president to the Board. The President shall annually review the performance of his or her direct reports with the Board. The President shall have the right to remove a vice-president, with or without cause, provided his or her removal shall not affect any rights the vice president may have under contract with the Corporation.

Section 2. Term of Office.

A. Board Officers elected at the organizational meeting of the Board shall hold office until the end of the first annual meeting of the Board or until their successors are elected and qualified.

B. Board Officers elected at an annual meeting of the Board shall hold office for a term of one (1) year or until their successors are elected and qualified, which term of office shall begin on July 1 of the Board year at which they are elected.
Section 2. No Board Officer may serve more than three (3) consecutive one (1) year terms in the same office. However, upon recommendation of the Nominating Committee and approval by the Board, the term of the Board Chair may be extended for a single additional one (1) year term. The term of office of Board Officers who serve initial terms ending on the first annual meeting of the Board shall not be counted in determining the number of consecutive years they have served. A Board Officer elected to fill a vacancy shall serve the remainder of the term of the Board Officer he or she replaces and upon completion of that term shall be eligible to serve three (3) consecutive one (1) year terms in the same office.

Section 3. Vacancies. The Board shall promptly fill vacancies in officer positions at a regular or special meeting of the Board, whether such vacancies occur by death, resignation or removal. The Board, at its sole election, may request the Nominating Committee to submit to the Board the names of candidates for a vacated officer position. The individual elected shall serve the remainder of the term of the individual he or she replace(s). The individual elected shall assume all duties immediately upon being elected by the Board.

Section 4. Duties and Powers. Officers shall perform the duties and exercise the powers described in these Bylaws and such other powers reasonably related to the offices they hold. These duties and powers shall include, but not be limited to, the following:

A. President shall:

(1) Be the principal officer of the Corporation; and

(2) Be an ex-officio non-voting member of every committee except the Nominating Committee;

B. The Board Chair shall:

(1) Preside at all meetings of the Board, and the Executive Committee, and the Associate Board;

(2) Serve as the chair of the Executive Committee;

(3) Appoint Standing Committee chairs (except the Executive Committee and the Finance Committee) and members, and create special committees and appoint the chairs and members of each, in accordance with Article VIII of these Bylaws;

(4) Implement procedures for evaluation and remuneration of the President;

(5) Appoint legal counsel, subject to ratification by the Board, and require legal counsel to attend meetings of the Board as necessary.

C. The Vice Chair shall:
(1) Assume such duties as may be assigned by the Board, the Executive Committee, or the Board Chair; and

(2) In the absence of the Board Chair, preside at all meetings of the Board, and the Executive Committee, and Associate Board.

D. The Secretary shall:

(1) Supervise the recording of all proceedings of all meetings of the Board;

(2) Cause to be given of meetings as provided in these Bylaws;

(3) When required, certify the Bylaws and resolutions of the Board and committees thereof and other documents of the Corporation as true and correct copies thereof; and

(4) Perform such duties as assigned by the Board, Executive Committee, or Board Chair.

E. The Treasurer shall:

(1) Be custodian of the Corporation’s funds and cause such, including making recommendations to the Board as to how the Corporation’s funds to be properly kept and invested;

(2) Regularly monitor the method of all record keeping, showing receipts, disbursements, and balances on hand;

(3) Make a financial report at each meeting of the Board;

(4) Serve as chairperson of the Finance Committee; and

(5) Coordinate at least one meeting with the chair of the Board of Directors of the Peoria Riverfront Museum Foundation (“Foundation”) to discuss the Foundation’s endowment and the Foundation’s investment policy; and

(6) Perform such duties as assigned by the Board, Executive Committee, or Board Chair.

ARTICLE VII

Director(s) Emeritus

The Board may elect from time-to-time non-voting honorary Director(s) Emeritus. Directors Emeritus shall not be counted in determining a quorum of the Board, but will be sent
notices of Board meetings and minutes of Board meetings and events, and will be invited to attend and participate in Board meetings and events unless the Board by resolution decides to the contrary. The Board alone shall have the right to remove, with or without cause, a Director Emeritus.

**ARTICLE VIII**

**Associate Board**

**Section 1.** **Composition.** The Associate Board shall consist of no more than one hundred (100) non-voting honorary Associate Directors nominated by the Nominating Committee and elected by the Board. The Board Chair, or his or her designate, shall serve as chairperson for the Associate Board. Associate Board members shall be comprised of individuals who support the mission of the Corporation and may include past chairs, major donors, community officials, and others. Associate Board members shall not be Board Members and shall not be entitled to (i) receive notice of Board meetings, (ii) attend Board meetings, or (iii) review minutes of Board meetings. The Board alone shall have the right to remove, with or without cause, an Associate Director.

**Section 2.** **Term of Office.** The term of office of an Associate Board member shall be three (3) years. Associate Board members may be re-elected for any number of additional terms.

**Section 3.** **Functions.** The members of the Associate Board shall:

A. Be eligible to serve as voting members on Standing Committees;
B. Serve as ambassadors at Corporation functions;
C. Serve as advocates for the Corporation in the community.

**Section 4.** **Meetings.** The Associate Board shall hold two (2) regular meetings per year: one immediately after the annual meeting of the Board in June and a report and update meeting at a mutually agreed upon date during the course of the Corporation’s fiscal year.

**ARTICLE IX**

**Other Committees**

**Section 1.** **Standing and Special Committees.** In addition to the Executive Committee, the Standing Committees shall be as follows:

A. Collections
B. Development
C. Education and Exhibitions
D. Finance
The Board may organize additional Standing Committees from time to time, and may also organize one or more Special Committees. Other than the Executive Committee and the Nominating Committee, all committees shall be advisory.

Section 2. Characteristics of Standing and Special Committees.

A. The Board shall determine from time to time the size of each committee, other than the Nominating Committee and the Executive Committee. Each committee (other than the Nominating Committee, Executive Committee and the Audit/Compliance Committee) shall consist of at least three (3) Board Members, each of whom shall be a voting member of the committee. Each committee (other than the Nominating Committee and the Audit/Compliance Committee) may also include one (1) or more Associate Board Members, each of whom shall be a voting member, and one (1) or more individuals who are not Board Members or Associate Board Members, each of whom shall be a voting member; provided that a majority of the committee members of any such committee shall be Board Members—provided, however, that a member of a Special Committee may continue to serve on the committee even though he or she is no longer a Board Member until the Special Committee has finished its work or been dissolved by the Board. All committee members shall serve at the pleasure of the Board. The Nominating Committee shall consist of four (4) Board Members.

B. The Board shall annually appoint the members of the Nominating Committee, which shall at all times consist of one (1) Board Member selected by Caterpillar, one (1) Board Member selected by the Board Chair, and two (2) Board Members selected by the County Board chair.

C. The Board Chair shall annually appoint the chair and members of each committee (other than the Nominating Committee). The Board Chair’s appointments shall become effective upon their ratification by the Board.

D. The Board shall have the right and authority to remove and replace a member of the Nominating Committee, with or without cause. If the Board removes a member of the Nominating Committee, it shall appoint as a replacement a Board Member selected by Caterpillar (if Caterpillar selected the removed member), a Board Member selected by the Board Chair (if the Board Chair selected the removed member), or a Board Member selected by the County Board chair (if the County Board chair selected the removed member.)

E. The Board Chair shall have the right and authority to recommend removal and replacement of a member of any committee (other than the Nominating Committee), subject to Board ratification.
F. The Board Chair shall appoint the chairperson of each committee, including the Nominating Committee, from among the Board Members who are members of the committee.

G. Each committee (other than the Nominating Committee) shall be deemed to have acted when a majority of the voting members of the committee who are entitled to vote and who are present in attendance at a duly convened meeting of the committee at which a majority of the voting members of the committee then in office are present in attendance vote in favor of the action.

H. The Nominating Committee shall be deemed to have acted when all four (4) members of the committee vote in favor of the action at a duly convened meeting of the committees at which all four (4) members are present.

I. Committee members elected at the organizational meeting of the Board shall hold office until the first annual meeting of the Board or until their successors are elected and qualified.

J. Committee members elected at an annual meeting of the Board shall hold office for a term of one (1) year or until their successors are elected and qualified. Committee members may serve any number of terms as determined by the Board from time to time. A committee member elected to fill a vacancy shall serve the remainder of the term of the committee member he or she replaces and upon completion of that term shall be eligible to be re-elected for any number of additional terms.

I. A committee may solicit the opinion of outside experts in fulfilling the committee’s purposes, provided that any paid engagement shall be approved by the Board.

Section 3. Functions.

A. Collections Committee: The Collections Committee shall work with and advise the professional staff on:

(1) In acquiring high-quality works of art, scientific materials, historical items, and items of significant achievement for use in exhibitions, education, and research; and

(2) In documenting, curating, conserving, and making accessible collections which fulfill the purposes and mission of the Corporation.

The Collections Committee shall review all accessions and deaccessions and shall submit to the Board its recommendations on the same.

B. Development Committee: The Development Committee shall support staff to raise monies from diverse sources to support the purposes, mission and operations of the Corporation.
C. Education and Exhibitions Committee: The Education and Exhibitions Committee shall evaluate, adapt, and improve the arts, sciences, history and achievement of educational programming of the Corporation and review the form and content of the Corporation’s permanent exhibitions with the President and professional staff. The Committee shall also review annually the proposed exhibition schedule presented by the President.

D. Finance Committee: The Finance Committee shall provide general supervision of the financial affairs of the Corporation. Its duties shall include the examination and consideration of the annual budget as initially prepared by the President and designated vice presidents. The Finance Committee shall present the budget for final approval to the Board.

E. Nominating Committee: The Nominating Committee shall:

1. At least thirty (30) days prior to the date of the annual meeting of the Board, present to the Board a slate of candidates prepared by it to fill the offices of At Large Board Members whose terms are scheduled to expire;

2. At least thirty (30) days prior to the date of the annual meeting of the Board, present to the Board a slate of candidates prepared by the Designated Entities to fill the offices of the Designated Board Members whose terms of office are scheduled to expire;

3. At least thirty (30) days prior to the date of the annual meeting of the Board, present to the Board a slate of candidates for positions on the Associate Board;

4. Within thirty (30) days after the date on which the office of an At Large Board Member becomes vacant, present to the Board a slate of candidates prepared by it to fill the vacancy;

5. Within thirty (30) days after the date on which the office of a Designated Board Member becomes vacant, present to the Board a slate of candidates prepared by the Designated Entity;

6. Within thirty (30) days after the date on which it receives the request of the Board, present to the Board a slate of candidates to fill the office of a Board Officer whose term of office is scheduled to expire or whose office has become vacant; and

7. Within ninety (90) days after the date on which it receives the request of the Board, present to the Board a slate of candidates to fill the office of the President.

Notwithstanding anything to the contrary in these Bylaws, the Nominating Committee shall not place in nomination for any position the name of any individual who has not consented.

F. Building and Grounds Committee: The Building and Grounds Committee shall oversee all new construction, rehabilitation and repairs of the Corporation’s facilities.
G. Marketing and Communications Committee: The Marketing and Communications Committee shall support the mission of the Corporation through marketing strategies and policies;

H. Human Resources Committee: The responsibilities of the Human Resources Committee are to review job descriptions for management staff, establish and annually review a salary structure, review the benefits package, develop a philosophy and strategy on volunteer involvement, and draft, revise, and monitor personnel policies and procedures for the Corporation.

IF. Audit/Compliance Committee: The Audit/Compliance Committee consists of no more than five persons, all of whom serve on the Board and none of whom are on the Finance Committee or are staff. The role of the Audit/Compliance Committee is to interview auditors, to recommend to the Board the selection of an auditor, to review the auditor’s yearly financial audit, letters, and reports and make any recommendations deemed appropriate, to meet with the auditor and respond to the auditor’s recommendations, to review on a regular basis any issues involving compliance with legal or financial requirements or standards involving the Museum, to review complaints arising under the Museum’s Whistleblower Policy, and to make recommendations for the resolution thereof to the Board of Directors.

JG. Special Committees: The Board shall determine the functions of Special Committees when it organizes them.

Section 4. Meetings. Unless otherwise determined by the Board, the Finance Committee and the Building and Grounds Committee shall meet monthly; the Education & Exhibitions Committee and the Collections Committees shall meet bi-monthly; and the Development Committee, the Nominating Committee, the Marketing and Communications Committee and all other committees shall meet as necessary as determined by the Board or the chairperson of the Committee. Committees may allow committee members to attend committee meetings by telephone, video conference or other communications equipment by which all committee members participating in the meeting can communicate with each other. Committee Members attending by telephone, video conference or other communications equipment permitted hereunder count towards the existence of a quorum and may vote on all matters presented to the Committee.

ARTICLE X

Conflict of Interest Policy

Section 1. Purpose. The purpose of this conflict of interest policy is to protect the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Board Member of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to the Corporation.

Section 2. Definitions.
A. Interested Person. Any Board Member, principal officer, or member of a committee, who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

2. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3, Subparagraph B, a person who has a financial interest may have a conflict of interest only if the Board or a committee decides that a conflict of interest exists.

Section 3. Procedures.

A. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board Members and members of the committees considering the proposed transaction or arrangement.

B. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board Members or committee members shall decide if a conflict of interest exists.

C. Procedures for Addressing the Conflict of Interest.

1. An interested person may make a presentation at the Board or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. The Board Chair or the chairperson of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
(3) After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Conflicts of Interest Policy.

(1) If the Board or committee has reasonable cause to believe a Board Member or a committee member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, including, but not limited to, removal of the member.

Section 4. Records of Proceedings. The minutes of the Board and all committees shall contain:

A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board’s or committee’s decision as to whether a conflict of interest in fact existed.

B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation.

A. A Board Member who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member’s compensation.

B. A committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member’s compensation.
C. A Board Member or committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statements. Each Board Member, principal officer and committee member shall annually sign a statement which affirms such person:

A. Has received a copy of the conflicts of interest policy;
B. Has read and understands the policy;
C. Has agreed to comply with the policy; and
D. Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board shall conduct or cause to be conducted periodic reviews. The periodic reviews shall, at a minimum, include the following subjects:

A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining.

B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Experts. When conducting the periodic reviews as provided for in Article X, Section 7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

ARTICLE XI

Contributions and Depositories

Section 1. Contributions. The Board may accept any contribution, gift, bequest or devise on behalf of the Corporation. Any contribution, bequest, gift or devise made to the Corporation shall be accepted or collected and deposited only in such a manner as shall be designated that is consistent with the contribution policy adopted by the Board and shall be used only as legally appropriate.
Section 2. Depositories. The Board shall be made aware of what depositories have been selected by the Finance Committee for use by the Corporation. Such depositories shall be located and authorized to transact business in the State of Illinois.

Section 3. Checks and Drafts. All checks, drafts or other orders concerning the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation must be signed by such officer or other agent of the Corporation and in such manner as may be periodically determined by resolution of an annually approved policy adopted by the Board. In the absence of such a determination by the Board, such instruments will be signed by the Treasurer and countersigned by the Board Chair.

ARTICLE XII

Contracts and Debts

All contracts may be executed only as directed by the Board pursuant to an annually approved policy. In the absence of such a determination by the Board, the President shall be authorized to execute, in the name of the Corporation, all contracts or other instruments so approved by the Board and the Secretary shall attest to the same.

ARTICLE XIII

Financial Examination

Annual examination of the financial accounts of the Corporation shall be made by an independent auditor appointed by the Board.

ARTICLE XIV

Fiscal Year

The Company shall operate on a fiscal year determined by the Board from time to time, with the last day of the fiscal year being June 30.

ARTICLE XV

Corporate Seal

The Corporate Seal shall have inscribed thereon the name of the Corporation, “Peoria Riverfront Museum,” and the words, “Corporate Seal, Illinois.”

The Corporation shall not have a corporate seal.
ARTICLE XVI

Amendments and Suspension of By-laws

The Board shall have the sole right and authority to amend or restate the Articles of Incorporation or these By-laws, or adopt new By-laws; provided, however, it may not amend or restate the Articles of Incorporation or these By-laws, or adopt new By-laws, unless (i) the Board approves the amendment or restatement of the Articles of Incorporation or these By-laws, or the adoption of new By-laws, by a vote of at least 75% of the Board Members then in office at a duly convened meeting of the Board held at least thirty (30) days after the date the Board mailed or provided electronically to all Board Members a copy of the proposed amendment to or restatement of the Articles of Incorporation or these By-laws or a copy of the proposed new By-laws and (ii) the County Board approves the proposed amendment to or restatement of the Articles of Incorporation or these By-laws or the proposed new By-laws.

The Board may not vote to suspend the By-laws.

ARTICLE XVII

Waiver of Notice

Whenever any notice is required to be delivered under the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, the Articles of Incorporation, or these By-laws, a waiver thereof, in writing, signed by the person entitled to such a notice, whether prior or subsequent to the time stated therein, will be deemed equivalent to the delivery of such notice.

ARTICLE XVIII

Indemnification

Section 1. Indemnification. The Corporation shall indemnify each officer, Board Member, employee or agent of the Corporation to the full extent permitted under the General Not-For-Profit Corporation Act of 1986 of the State of Illinois as may be in effect from time to time.

Section 2. Insurance. The Corporation shall purchase and maintain insurance covering the liability of its officers, Board Members, employees, and agents to the extent permitted under the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, or other applicable statutes of the State of Illinois as may be in effect from time to time.

ARTICLE XIX

Membership Requirement

All members of the Board, Associate Board, and any of the Corporation’s committees, All Board Members shall at all times be a member (at any level) of the Peoria Riverfront
Museum. Failure of a Board Member, Associate Board Member, or committee member to be a member (at any level) of the Peoria Riverfront Museum shall be a basis for removal.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution.

Re: Amendment No. 2 to the By-laws of the Peoria Riverfront Museum Board of Directors

RESOLUTION

WHEREAS, the Capital Facility Development, Lease and Operating Agreement ("Agreement") between the County of Peoria ("County") and the Peoria Riverfront Museum ("PRM") became effective September 30, 2010; and

WHEREAS, the Agreement, as amended, governs the relationship between the County as owner and the PRM as tenant of the museum property; and

WHEREAS, the PRM Board, as stipulated in Article 7, Section 7.03(b) of the Agreement, cannot amend its by-laws without prior written consent of the Peoria County Board; and

WHEREAS, the PRM Board desires to amend their by-laws as described in the attached, Amendment No. 2; and

WHEREAS, your Committee recommends approval of Amendment No. 2 to PRM Board of Directors By-laws.

NOW, THEREFORE, BE IT RESOLVED that the Peoria County Board hereby approves and gives written consent by adoption of this Resolution for the PRM Board of Directors to amend their By-laws as shown in the attached, Amendment No. 2.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: March 1, 2022
LINE ITEM: 082-5-082-7-734-53047
AMOUNT: $200,000

ISSUE: Proposed civil litigation settlement

BACKGROUND/DISCUSSION:
Circuit Court civil case number 17-L-14 is a piece of civil court litigation involving alleged violations of the Nursing Home Care Act arising out of an incident with a resident at Heddington Oaks. The parties have reached an agreement to settle for $200,000 pending Board approval.

COUNTY BOARD GOALS:

HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:
Approve the settlement authority requested.

COMMITTEE ACTION:

PREPARED BY: Jennie Cordis Boswell, Assistant State’s Attorney
DEPARTMENT: State’s Attorney’s Office
DATE: February 25, 2022
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution:

RE: Civil Litigation Settlement

RESOLUTION

WHEREAS, the County of Peoria has settled Peoria County Circuit Court Case No. 17-L-14; and

WHEREAS, legal counsel recommends approval of settlement for the pending lawsuit in an amount of $200,000.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the County Administrator has authority to settle the pending lawsuit for a payment of $200,000 for the case designated as Case No. 17-L-14.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE
1. **Call to Order**

2. **Approval of Minutes**
   - January 24, 2022

3. **Informational Items / Reports / Other Minutes / Updates**
   - PCAPS Monthly Report
   - Workforce Report

4. **Executive Session**
   - Labor Relations
   - Worker’s Compensation
   - Personnel Matters

5. **Resolution**
   - Worker’s Compensation Case No. 010015-006265-WC-01

6. **Miscellaneous**

7. **Adjournment**
1. **Call to Order**

2. **Approval of Minutes**
   - January 24, 2022

3. **Informational Items / Reports / Other Minutes / Updates**
   - Greater Peoria Sanitary District Minutes
   - Facilities Master Plan
   - Illinois Department of Transportation Documentation Review of Township Bridge Program

4. **Resolutions**
   - Cooperative Research Agreement with Bradley University
   - Ordinance to lower speed limit on W. Robertson Road
   - Preliminary Engineering Services Agreement for Blue Ridge Road slope wall replacement
   - Todd School Road Culvert Replacement bid letting
   - Millbrook Township Bid for Sealcoating
   - Rosefield Township Bid for Sealcoating

5. **Miscellaneous**

6. **Adjournment**
AGENDA
Land Use Committee
Monday, February 28, 2022
@ 4:00 PM
Peoria County Courthouse, Room 403

1. Call to Order

2. Approval of Minutes
   • January 13, 2022
   • January 24, 2022

3. Reports / Other Minutes / Updates
   • Tri County Regional Planning Commission minutes
   • Unsafe Structures
   • Development Summary

4. Zoning Cases
   • #ZBA-2022-000006, Petition of Briscoe Financial, LLC
   • #ZBA-2022-000007, Petition of Briscoe Financial, LLC
   • #ZBA-2022-000012, Petition of Cornwell Solar, LLC
   • #ZBA-2022-000013, Petition of Peoria County

5. Miscellaneous

6. Adjournment
AGENDA
Public Safety and Justice Committee
Tuesday, March 1, 2022
@ 1:00 PM
Peoria County Courthouse, Room 403

1. **Call to Order**

2. **Approval of Minutes**
   - January 4, 2022

3. **Informational Items / Reports / Other Minutes / Updates**
   - ETSB
   - Public Defender Report
   - FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG)

4. **Resolutions**
   - Rollover Appropriation of Unspent FY2020 JAG Funds into FY2022 C.O.P.S. Budget
   - FY2022 Budget Appropriation for Illinois Court Technology Modernization Program

5. **Miscellaneous**

6. **Adjournment**
AGENDA
Finance, Audit, and Legislative Affairs Committee
Tuesday, March 1, 2022
@ 2:00 PM
Peoria County Courthouse, Room 403

1. Call to Order

2. Approval of Minutes
   - January 24, 2022

3. Informational Items / Reports / Other Minutes / Updates
   - January 2022 Accounts Payable Review
   - Heddington Oaks Financial Report
   - Heddington Oaks 2021 Financial Plan
   - Legislative Update

4. Resolutions
   - Authorizing Ordinance to Refund (Refinance) County Nursing Home
   - Sale of County Nursing Home

5. Miscellaneous

6. Adjournment