

**ROCK ISLAND COUNTY FOREST PRESERVE COMMISSION  
DECEMBER 22, 2020 – 6:25 PM  
PRESIDENT KAI SWANSON PRESIDING**

1. Karen Kinney, County Clerk, called the roll: (Record)

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, K. Swanson, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL PRESENT      24**

D. Johnston

**TOTAL ABSENT      1**

Commissioner Noyd asked, "I have a question. Who is the person online that's in the suit?"

President Swanson stated, "That is the person that will be giving the audit. Eagle eye, Mr. Noyd."

2. Commissioner Maranda moved to approve the Forest Preserve Commission minutes from November 17, 2020 and the Reorganizational meeting minutes from December 7, 2020, as presented. Commissioner Deppe seconded.

A roll call vote was taken.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES            23**

**TOTAL NO            0**

Motion carried.

3. **PUBLIC COMMENTS: (None) Three calls were made to the public for comments.**

4. **PRESIDENT'S COMMENTS:**

President Swanson stated, "Just a couple of quick things and they are both zoo related. Many of you may have received an email from Mr. Jackson and the team regarding the fund-raising initiative in order to prepare the Niabi Zoo to welcome the endangered Northern White Rhinos. I very much hope you will take that into account...actually, maybe Southern...I got to get that right, but these are white rhinos. And, I am extremely grateful to the Members of the Executive

Committee of the Commission, five Members of that Committee have put up \$850 in challenge to the rest of the Commissioners. So, if you will check out that email from Lee. If you are so inclined, the overall goal is \$100,000.00 and we have seen an astonishing start. We are well into double figures and are reeling in almost 30% of the total in gifts and commitments. And, this would be a tremendous way to show your support for Niabi Zoo. Another way to do so...and this was pointed out in your packet and reports...(pause) If you go to niabizoo.com for this year's ornaments. Yes, they are THE hot item and feature our four Fennec Foxes and they are a wonderful way to support the zoo and share your appreciation for the zoo. And that's it at this time for the President's Comments and we will have Commissioner's Comments in a moment."

5. Commissioner Adams moved to approve the Forest Preserve Claims and Treasurer's Disbursements in the amount of \$802,912.47, as presented. Commissioners Maranda seconded.

Commissioner Deppe moved to approve the previous roll call vote. Commissioners Maranda and Adams seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES 23**

**TOTAL NO 0**

Motion carried.

6. Commissioner Maranda waived the reading to approve the Transfers of Appropriation in the Niabi Zoo Fund, as presented. Commissioner Vyncke seconded.

Commissioner Adams moved to approve the previous roll call vote. Commissioner Enburg seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

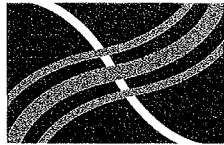
**TOTAL YES 23**

**TOTAL NO 0**

Motion carried.

7. Commissioner Maranda moved to waive the reading and approve the Resolution Re: Designation of Banks or other Depositories, as presented. Commissioner Deppe seconded.

(Note\*\* The Resolution is in .pdf format and begins on the next page.)



# Rock Island County

## Rock Island County Forest Preserve Resolution

### Re: Designation of Banks or other Depositories

*WHEREAS, Louisa A. Ewert, County Collector and County Treasurer, of the County of Rock Island, State of Illinois, and being appointed Treasurer, of the Rock Island County Forest Preserve District by the Board of Forest Preserve Commissioners of the County of Rock Island, State of Illinois has pursuant to the terms of an Act of the General Assembly of the State of Illinois, 70 ILCS 805/8b, requested this Board of Forest Preserve Commissioners of Rock Island County to designate a Bank or Banks or other Depository in which the Funds and Public Monies in the custody of the County Treasurer and monies received by her in the collection of taxes may be kept, and,*

*WHEREAS, the following designated banks have furnished copies of the sworn Statements of Resources and Liabilities, as furnished to the Comptroller of currency or to the Commissioner of Banks and Trust Companies of Illinois.*

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF FOREST PRESERVE COMMISSIONERS OF ROCK ISLAND COUNTY, IL aforesaid, that the following named Banks are hereby designated as Depositories in which the funds and monies received by Louisa A. Ewert, County Collector and County Treasurer, and in the collection of taxes may be deposited to-wit:**

*Bank Orion; Moline, Illinois  
US Bank; Rock Island, Illinois  
Quad City Bank and Trust; Moline, Illinois  
First Midwest Bank; Moline, Illinois  
Clock Tower Community Bank; Hillsdale Illinois  
Reynolds State Bank; Reynolds, Illinois  
CBI Bank & Trust; Buffalo Prairie, Illinois  
SENB Bank; Moline Illinois  
Blackhawk Bank & Trust; Milan, Illinois  
American Bank of Rock Island; Rock Island, Illinois  
First National Bank, Moline, Illinois  
Midwest Bank, Andalusia, Illinois  
Kone Employees Credit Union, Moline, Illinois  
Moline Municipal Credit Union, Moline, Illinois*

LOUISA EWERT, COUNTY TREASURER  
SUE ALBERTS, CHIEF DEPUTY  
ROCK ISLAND COUNTY, ILLINOIS  
PO Box 3277, Rock Island Il. 61204-3277  
Phone (309) 558-3510 \* Fax (309) 558-3511  
[www.rockislandcounty.org](http://www.rockislandcounty.org)

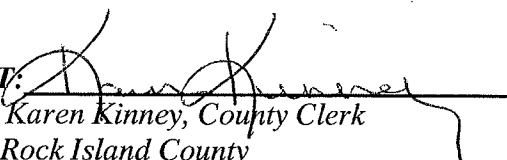
*QC Postal Credit Union, Moline, Illinois  
Service Plus Credit Union, Moline, Illinois  
DuTrac Community Credit Union, Moline, Illinois  
Commerce Bank, Kansas City, Missouri  
PFM Asset Management LLC, Chicago, Illinois*

**BE IT FURTHER RESOLVED**, that each bank herein designated as a depository for such funds or monies shall furnish the said Board of Forest Preserve Commissioners of Rock Island County with a copy of all Statements of Resources and Liabilities which it is required to furnish to the said Comptroller of Currency or Director of Financial Institutions of the State of Illinois while acting as such Depository and,

**BE IT FURTHER RESOLVED**, that if such funds and monies are deposited in a bank herein designated, as a Depository, the amounts of such deposits shall not exceed sixty-five (65%) of the Capital Stock and Surplus of such Bank and such County Treasurer shall not be discharged from responsibility for any such funds or monies deposited in any bank in excess of such limitation.

**ADOPTED BY THE BOARD OF FOREST PRESERVE COMMISSIONERS OF ROCK ISLAND COUNTY, ROCK ISLAND, ILLINOIS, this 22<sup>nd</sup> day of December, 2020.**

  
\_\_\_\_\_  
*Kai Swanson, President  
Rock Island County Forest Preserve Commission*

**ATTEST:**   
\_\_\_\_\_  
*Karen Kinney, County Clerk  
Rock Island County*

Commissioner Adams moved to approve the previous roll call vote.  
Commissioner Noyd seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens,  
J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno,  
R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke,  
J. R. Westpfahl, J. Woods

**TOTAL YES            23**

**TOTAL NO             0**

Motion carried.

8. Commissioner Maranda moved to approve the Fiscal Year 2020 Comprehensive Annual Financial Report, presentation given by Chris Koerperich from RSM, LLP and April Palmer. Commissioner Adams seconded. (Record)

(Note\*\* If anyone would like to review the Audit, it is available on the Rock Island County Auditor's website or the Rock Island County Forest Preserve District's website listed below...)

<http://ricfpd.org/ForestPreserveDistrict/files/fb/fb78f90c-5cb1-4a0b-9fff-f021a13b2edb.pdf>

Commissioner Burns moved to approve the previous roll call vote. Commissioner Vyncke seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens,  
J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno,  
R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke,  
J. R. Westpfahl, J. Woods

**TOTAL YES            23**

**TOTAL NO             0**

Motion carried.

9. Commissioner Vyncke moved to approve Jeff Craver, Director, as the District's FOIA officer for calendar year 2021, as presented. Commissioner Burns seconded.

Commissioner Adams moved to approve the previous roll call vote.  
Commissioner Burns seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES 23**

**TOTAL NO 0**

Motion carried.

10. Commissioner Langdon moved to approve the 2021 meeting dates of the District, and holidays, as presented. Commissioner Burns seconded.

Commissioner Adams moved to approve the previous roll call vote.  
Commissioners Burns and Deppe seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES 23**

**TOTAL NO 0**

Motion carried.

11. Commissioner Adams moved to approve the 2021 fee schedule of the District facilities and services, as presented. Commissioner Deppe seconded.

Commissioner Brunk moved to approve the previous roll call vote. Commissioner Langdon seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES 23**

**TOTAL NO 0**

Motion carried.

12. Commissioner Deppe moved to approve Amendment #3 to Mr. Lee Jackson's Employment Agreement, as presented. Commissioner Vyncke seconded.

AMENDMENT 3 TO EMPLOYMENT AGREEMENT

This Parties, Lee Jackson, "Zoo Director" and the Rock Island County Forest Preserve District entered into an Employment Agreement, "Agreement" on the 29th of April, 2016. That Agreement is still in effect. The District and Zoo Director, in order to address revenue loss due to the zoo closure during the COVID19 Pandemic agree to the following temporary modifications to the compensation provisions of the Zoo Director's Employment Agreement;

1. Zoo Director's annual salary is presently \$118,739.09 annually, which is calculated as an hourly rate of \$57.0861 per hour for a 40 hour work week for payroll purposes.
2. Zoo Director agrees for the period of January 1, 2021 through June 30, 2021 to a 10% salary reduction.
3. Effective January 1, 2021 through December 31, 2021, Zoo Director's salary shall be \$106,865.18 annually, which shall be calculated as an hourly rate of \$51.3775 per hour for a 40 hour work week for payroll purposes during the period of this Amendment.
4. During the period of this Amendment, Zoo Director's IMRF contributions shall be based on the amended rate of pay.
5. During the period of this Amendment, Zoo Director's insurance contributions shall remain the same, according to his selections during the enrollment period.

IN WITNESS WHEREOF, the Forest Preserve District of Rock Island County has caused this Amendment to the Agreement to be signed and executed in its behalf by its President and duly attested by its Secretary, and the Zoo Director has signed and executed this Agreement, effective upon mutual execution by the Parties.

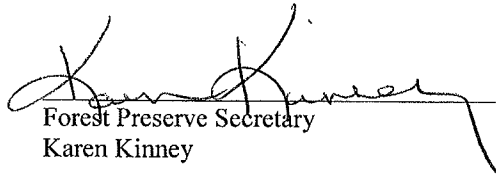


\_\_\_\_\_  
Zoo Director  
Lee Jackson

  
\_\_\_\_\_  
Forest Preserve Commission President  
President Kai Swanson

Date: \_\_\_\_\_

Date: Nov 22, 2020

  
\_\_\_\_\_  
Forest Preserve Secretary  
Karen Kinney

Date: 12-23-2020

President Swanson stated, "I will hope that you will note in the packet, that Mr. Jackson is showing sacrificial leadership by doing a decline in his compensation and we are very, very grateful for that. I know that the Commissioners join me in that gratitude. Any discussion or questions?"

Commissioner Noyd was recognized.

Mr. Noyd stated, "I want to thank him for that, he's doing a great thing here."

Ms. Kinney stated, "Hang on there, Scott."

Mr. Noyd reiterated, "I think he's doing a great thing. Um, question...it says it's effective January 1, 2021...no...it says period January through June 30, 2021 to a 10% reduction. The next sentence says January 1<sup>st</sup> through December 31, 2021. So, is it the 6 months or the whole year? It's showing a whole year when you do the figures."

President Swanson stated, "I know it's a continuation of what he did last year. Mr. Craver, do you want to clarify that?"

Mr. Noyd asked, "Just the way it's worded...the numbers show that it's a whole year."

Mr. Maranda stated, "It's their fiscal year."

President Swanson stated, "Mr. Craver, do you have anything that you want to add to that? I think it's justification between fiscal year and calendar year."

Mr. Craver stated, "Can everyone hear me?"

President Swanson stated, "Yes...we love to hear those Christmas Elf's too."

Mr. Craver stated, "I'm sorry, but your question was January 1<sup>st</sup> through June 30<sup>th</sup>?"

President Swanson stated, "Yes."

Mr. Craver stated, "The reason is because this is a six-month extension. Uh, we hope that things will improve some in the District and not only Mr. Jackson's but all the other employees who have taken cuts in salaries also will be reinstated to the prior amounts pre-Covid. So, we are taking it a 6 month look at a time or a 6-month window at a time and we will be re-evaluating it again come May uh...May or June and see if it needs to be extended another 6 months."

President Swanson stated, "Thank you."

Mr. Noyd stated, "That's goo...I am good with it."

President Swanson stated, "Thank you, Mr. Noyd and thank you, Mr. Craver. Anything further? Mr. Deppe, please!"

Mr. Deppe stated, "I just wanted to echo what you said. I was glad you pointed it out because I was going to say hats off to everybody in the Forest Preserve for the cut to their salaries. I wish we could have gotten people in the county to do that. Thanks."

President Swanson asked, "Any further questions or discussion?"

Commissioner Burns moved to approve the previous roll call vote. Commissioner Adams seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES            23**

**TOTAL NO            0**

Motion carried.

13. Commissioner Maranda moved to approve the URICRA Concessions and Ball Diamond Agreement, as presented. Commissioner Adams seconded.

(Note\*\* The Agreement is in .pdf format and begins on the next page.)

LICENSE  
for  
CONCESSION AND BALL DIAMONDS  
at  
DORRANCE FOREST PRESERVE

This License Agreement is made between the Rock Island County Forest Preserve Commission, (Licensor) and Upper Rock Island County Recreation Association (URICRA), (Licensee).

WHEREAS, the Upper Rock Island County Recreation Association offers youth baseball/softball, soccer programs, and flag football and,

WHEREAS, the Rock Island County Forest Preserve District has ball diamonds, field space and concession buildings available at Dorrance Forest Preserve, and,

WHEREAS, it is the appropriate that the following Concession and Ball Diamonds License shall be entered into for the benefit and convenience of the general public in the use and enjoyment of such activities at Dorrance Forest Preserve;

NOW THEREFORE, it is mutually agreed by the parties as follows:

**GRANT AND DESCRIPTION OF PREMISES:**

Licensor for and in consideration of the agreements hereinafter stated, grants License to conduct business on the premises described as:

Concession Stand and Ball Diamonds at Dorrance Forest Preserve in Port Byron, Rock Island County, Illinois.

to be used for the purposes set out herein and for no other purpose whatsoever. Except for reasonable rights of ingress and egress, Licensee shall have no rights in any part of Licensor's property other than the premises herein above specified.

**TERM:**

The term of this License shall commence on **March 1, 2021** and expire on **October 31, 2023**, unless earlier terminated.

**AGREEMENT:**

Licensee agrees to allow the Upper Rock Island County Recreation Association to use Dorrance Forest Preserve for the purpose of recreational baseball/softball, soccer, and flag football programs sponsored by URICRA and in exchange for this consideration, URICRA agrees to maintain the area in the following manner:

All areas that are used for recreational baseball, soccer, and flag football shall be free of debris, broken glass trash and garbage.

Trash and refuse must be taken to properly marked trash bins after each recreational baseball/softball, soccer, and flag football event.

Upper Rock Island County Recreation Association is responsible for inspecting the recreational play area in Dorrance Forest Preserve after each event. In the event that the recreational area is not kept free of garbage, the Forest Preserve Commission has the right to terminate URICRA right's to hold recreational baseball games at Dorrance Forest Preserve.

It is also agreed that maintenance and repair of facilities and/or equipment (including but not limited to: lighting, fences, concession stands, etc.) used in conjunction with the recreational leagues sponsored by URICRA, are the responsibility of the URICRA.

**EQUIPMENT:**

Licensee will provide all equipment required for the proper operation of the concessions.

**MAINTENANCE, REPAIRS, & REPLACEMENTS:**

Licensee shall insure that all recreational play areas are in a clean and playable condition at all times when in use for play.

Licensee shall repair or replace any article of equipment owned by Licensee if it reasonably appears that the article should be repaired or replaced in order that the public receive the proper impression of the licensed premises and adequate service.

Licensee shall be responsible for painting and maintaining the interior of the concession building.

**CONSTRUCTION:**

It is understood and agreed that the Rock Island County Forest Preserve Commission reserves the right to exercise various degrees of action, when deemed necessary, for contracting to remodel and repair or for the development of facilities; to carry out partial, selective or complete rehabilitation of the facilities, and to public usage for a specified time period in order to perform these aforementioned activities.

In the event it becomes necessary to close the facilities to public usage, Licensee will be given prior notice.

Licensee shall not enter into any construction projects of any kind on the premises without written permission for Licensor.

**UTILITIES:**

Licensor will provide water & electricity to the facilities. It is the responsibility of the Licensee for payment of the utilities used.

Telephone and all other utility services shall be the responsibility of Licensee.

**SANITATION:**

Licensor agrees to provide refuse containers. Licensee shall be responsible for sanitation of the containers and the garbage storage areas of the concessions.

Licensee shall provide the hauling of the garbage and refuse.

**COMPLIANCE WITH LAWS:**

Licensee agrees to comply strictly with all Federal, State and local laws, rules and regulations.

**INSURANCE:**

Licensee shall, at its sole expense, obtain and retain through the duration of the license broad form comprehensive general liability insurance including: Premises/operations, products/completed operations hazard; broad form contractual and personal injury. This general liability insurance shall include limits of liability of not less than \$1,000,000.00. Certificates of insurance in form acceptable to Licensor shall be provided to Licensor at least thirty (30) days prior to the commencement of this license. The insurance policy shall name Licensor as additional insured, shall provide that the policies may not be cancelled or materially altered until as least thirty (30) days prior to written notice being given to Licensor and shall cover occurrence on any part of Licensor's property.

Licensee agrees to file the required policies of insurance, with all endorsements attached, with the Forest Preserve Office, C/O Forest Preserve Director, 19406 Loud Thunder Road, Illinois City, IL 61259, prior to Licensee using said premises.

At least thirty (30) days prior to the expiration of any such policy, a signed and complete Certificate of Insurance, with all endorsements attached, showing that such insurance coverage has been renewed or extended shall be filed with the Forest Preserve Director.

Licensee further agrees to file the new policies with the Forest Preserve Director upon receipt of the policies.

**INDEMNIFICATION:**

Licensee covenants and agrees that Licensee will indemnify and hold harmless, protect and defend, at Licensee's own cost and expense, the Licensor, its property, agents, servants, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of the Rock Island County Forest Preserve District, of and from any and all risks, suits, damages, expenses or claims due to the negligence of Licensee arising in any way from the operation or granting of this license.

Licensee additionally covenants and agrees that in the event the required policies of liability insurance lapse, or are not renewed, or otherwise are not applicable or effective, Licensee shall be liable for loss, injury, or damage or claims to persons or property, resulting from or by virtue of Licensee's negligence.

**TAXES:**

Licensee shall pay all taxes and licenses growing out of or in connection with the operation of the concessions.

**EMPLOYEES:**

Licensee agrees to operate the concessions personally or to employ sufficient and qualified personnel to operate the concessions in a businesslike manner. The concessions shall be operated by an employee or volunteer authorized to act and represent Licensee in all matters pertaining to the operation and management of the concessions. These employees/volunteers shall be solely employees/agents of Licensee and in no respect shall they represent the Licensor.

**NONDISCRIMINATION:**

Licensee agrees that no person shall be denied full and equal use of the accommodations or facilities, nor denied employment within the licensed operation as a result any class protected by law.

**MANAGEMENT:**

Licensor reserves the right to control the operation and maintenance of the premises. The Site Superintendent is the Licensor's representative empowered to manage the area as well as the Licensor's interest in the licensed area. The Site Superintendent may make requests regarding the operation of programs and concessions to insure compliance with the terms of this Concession and Ball Diamond License. Such requests will be made in writing to Licensee, with a copy to the Forest Preserve Director. If the requests of the Site Superintendent are not complied with within one (1) week, or such period of time as mutually agreed upon, a determination will be made on whether a violation of the Concession and Ball Diamond License has occurred. If, at this time, Licensor determines a violation of the Concession and Ball Diamond License has occurred the Licensor will grant Licensee an opportunity to meet with the President of the Forest Preserve Commission or his authorized representative to resolve the issue. After this meeting, if the issue is still unresolved, Licensor may cancel this agreement in accordance with this agreement.

**SIGNS:**

Licensee will submit for approval samples of any signs advertising the concessions, prior to their erection. All signs erected by the Licensee shall be the responsibility of Licensee and will be kept in good condition by Licensee.

**CHANGES OR AMENDMENT TO LICENSE:**

This Concession and Ball Diamond License sets forth all agreements between the parties. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by Licensor and Licensee.

**CANCELLATION:**

Licensor may cancel this agreement if Licensee violates a covenant of this agreement or does not fulfill Licensee's responsibilities as set forth in these covenants for any reason whatsoever.

Failures to meet any of the provisions for Insurance of this license are grounds for immediate cancellation of this license.

It is further agreed that this Concession and Ball Diamond License may be cancelled at any time upon mutual agreement of the parties to this agreement,

When termination of this agreement occurs for any reason whatsoever, Licensor may upon mutual agreement of the parties to this agreement, extend this lease on a month-to-month basis to provide for the interim management of the facilities.

This interim license provision shall in no way affect any cancellation powers set forth in this section.

**DESTRUCTION, LOSS OR DAMAGE BY FIRE OR OTHER CAUSES:**

In the event the premises used under this Concession and Ball Diamond License are severely damaged by fire or other casualty, Licensor may elect not to repair the premises, at which time this Concession and Ball Diamond License may be terminated at the discretion of the Licensor.

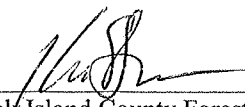
**GOVERNING LAW:**

This agreement is governed by the laws of the State of Illinois. Any litigation arising under this Agreement is agreed to be maintained in Rock Island County, Illinois. Licensee shall strictly comply with all applicable federal, state, and local statutes, rules, and regulations.

\_\_\_\_\_  
Licensee

Date: \_\_\_\_\_

Approved:

  
\_\_\_\_\_  
Rock Island County Forest Preserve District

Date: Dec. 22, 2020



Commissioner Deppe moved to approve the previous roll call vote.  
Commissioner Brunk seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES            23**

**TOTAL NO            0**

Motion carried.

**14. Comments from Commissioners: (One)**

Commissioner Westpfahl was recognized.

Mr. Westpfahl stated, "I have been getting several calls from people complaining that the road to Lake George being closed. They want to bring their boats down to go fishing and the road is closed. If the golf course is still open and it's December and they said if business is good enough to play golf, it should be should be good enough to go fishing but the road is closed and it's good weather."

President Swanson stated, "I got a call along those lines too and if Mr. Mills is on the line, you can just barge in at any time. But, having spoken to Mr. Mills, there are a couple of factors at play here. One is, we have to close...the lake is technically not closed, it's the access road to the boat landing as it is to the line down by the river side. The reason is, the roads can become a little bit difficult for some vehicles and some inexperienced drivers; which becomes a lot of liability concern we began to practice some years ago of closing those off. The challenge is with the short staff they have there, you've got two options: 1) You can announce a closing date of December 1<sup>st</sup> and everybody knows from December 1<sup>st</sup> those landings and those access roads are not available... or 2) You are going to play weather channel bingo. And then you have to have a staff member who will announce or make sure that it's out there that on this particular day, while it's okay, then we open it up and then we have to close it back down again. Uh, we had a problem some years ago when people...obviously, some people with a big truck, a vehicle with some robust horsepower and traction can handle it with no problem. But, if you leave it open to that thing...you are going to leave it open to a 16-year-old driver in a VW Beetle and those can easily go off the road on either side and then we have a major liability issue. I certainly understand that the answer I just gave you is not satisfactory to everyone...however, this is the professional guidance that we have from the management team that we have put in place. And I have tried to, at the greatest extent possible inoculate them uh...from having their just judgement

questioned overly much by those of us on the Commission. Uh, Mr. Mills, are you on the line? I didn't think so. And, I didn't want to put Jeff on the spot again. And, I am sure that's not a satisfactory answer, but I attempted to address the issues raised by Mr. Westpfahl."

Commissioner Deppe was recognized.

Mr. Deppe stated, "Kudos to the Forest Preserve Commissioners, our leadership with the Forest Preserve and Blackhawk College for having those kids come out there and work on the fascia. Every time those kids come out there and work, they learn some skills. We buy the materials, but they put the skills to it and are learning new skills. I hope they buy their cars here someday and one day live in Rock Island County etc....etc.... So, that's a great program at Blackhawk College with the Forest Preserve and I hope we continue it for years to come."

President Swanson stated, "Well, I would also like to thank Labor's Local 309 because without their leadership, that partnership would not have happened. So, thank you, Mr. Deppe."

(An unidentified commissioner spoke...) "I would like to speak to the drives."

President Swanson asked, "Yes, I am sorry...I couldn't hear who is talking?"

Mr. Simmer stated, "This is Rod Simmer."

President Swanson stated, "Oh, hi Dr. Simmer, please go ahead."

Mr. Simmer stated, "Well, I must say that um, I was out hunting this morning with my brother and one of those boat ramps, not down there...but another boat ramp that's State funded, and we did fall down. We could've broken a shoulder the way we landed but we rolled out if it pretty good. So, we need to watch the liability purposes and that. That is not only a boat ramp, but the road going down to it is slanted and the guys would have to maintain that and opens us up to a lot of liability issues. And, that's a road out there that is made up of sealed tar and breaks down quickly. We are going to get it fixed, and the more they are on it in this cold weather and the more it is broken it up, the more problems we are going to have. So, we are trying to avoid more costs out there besides any liability issues. So, there are multi-purpose reasons to shut it down. And, yes...it even affects me when I am duck hunting too. So, it is what it is."

President Swanson stated, "Well, thank you, Dr. Simmer. I hadn't thought about it like that, but I appreciate the context. Any further questions or discussion? Any other Comments from Commissioners?"

Commissioner Morthland was recognized.

Mr. Morthland stated, "Mr. President, Mr. Morthland here."

President Swanson stated, "Mr. Morthland, please."

Mr. Morthland stated, "Thank you, very much, sir. Let me say thank you for the ongoing support for Youth Creation in the upper county. If I were in the room, I would have jumped in to make the motion myself. Times are what they are, but thank you very much. We do appreciate it up here. This organization has done so much for so long and I just wanted to be on the record to say thank you to my fellow Commissioners."

President Swanson stated, "Thank you."

Commissioner O'Brien stated, "I would just like to add to that Mr. Morthland. I would also say that Cecelia and I have memberships to Niabi Zoo and I also have a question about the white rhino. Are they... Can they... This is going to be a stupid question...but can they live in this colder climate?"

President Swanson stated, "That's an excellent question. A very good question. One of the things that we've seen under Mr. Jackson is that the foremost strategic concern is the well-being of the animals. Yes, this particular species can live...it wouldn't be outside 365 days a year, but there are enough days that it's not inside the entire time. Uh, so in terms of the weather, this species is far more adaptable in our climate by living part of the year indoors than other what they call megafauna large mammals like this, uh and as long as you asked...are ideally if all this comes together, you will have two juvenile males. Uh, this is a highly endangered species and we want to be a part of the global species survival plan. What happens is, just like human males, they get to a certain age and then you got to separate them. But, for a start, this will get us going."

Mr. O'Brien stated, "Okay."

President Swanson stated, "Thank you for your question, Mr. O'Brien. You know how that is, Karen. Any other questions or observations? I really appreciate your close interest in this. As I ask for a motion to approve all Routine Reports from the Director and Department Heads of the Forest Preserve Commission, I will note that there is a lot in there about the Upper Rock Island County Recreation Association and I ask that Mr. Morthland be given the opportunity to move that one so he can feel better about it."

Mr. Morthland stated, "Thank you, Mr. Chairman...I so move."

15. Commissioner Morthland moved to approve all Routine Reports from the Director and Departments Heads of the Forest Preserve Commission, as presented. Commissioner Maranda seconded.

President Swanson asked, "Any further discussion on the reports? I hope you have had a chance to read them, there is so much good work going on."

Commissioner Adams moved to approve the previous roll call vote.  
Commissioner Enburg seconded.

D. Adams, D. Beck, L. Boswell-Loffin, R. Brunk, L. Burns, D. Clevenger, D. Cremeens, J. Deppe, C. Enburg, E. Langdon, K. Maranda, D. Mielke, L. Moreno, M. Moreno, R. Morthland, A. Normoyle, S. Noyd, P. O'Brien, R. Simmer, E. Sowards, B. Vyncke, J. R. Westpfahl, J. Woods

**TOTAL YES            23**

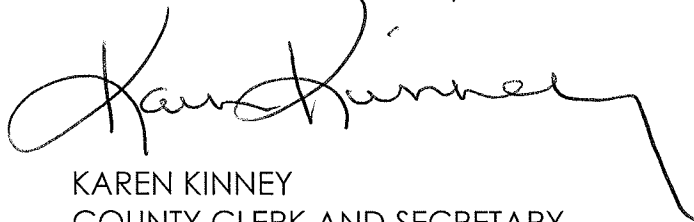
**TOTAL NO            0**

Motion carried.

The next meeting of the Forest Preserve Commission is Tuesday, January 19, 2021, at 5:30pm, immediately following the meeting of the Rock Island County Board.

President Swanson declared the Forest Preserve Meeting recessed.

RESPECTFULLY SUBMITTED,



KAREN KINNEY  
COUNTY CLERK AND SECRETARY  
OF THE FOREST PRESERVE COMMISSION

KK:rw