

**THE ROCK ISLAND COUNTY FOREST PRESERVE**  
**MAY 17, 2011 -- 6:36 P.M.**

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

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

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, J.M. McColl, S. Meersman, P. Moreno , S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL PRESENT 21**

Loftin, Mayberry, Perez

**TOTAL ABSENT 3**

2. Commissioner Maranda moved to approve the April 19, 2011, Forest Preserve Commission Minutes. Commissioner Banaszek seconded.

A voice vote was taken.

Motion carried.

3. Commissioner Camlin moved to approve the Forest Preserve Fund Claims at \$26,637.67, the Niabi Zoo Fund claims at \$68,702.71, the Liability Insurance Fund claim at \$568.62, the Bike Path Fund claim at \$1,034.64, the Niabi Zoo Capital Improvement Fund Claim at \$7,301.56 and late claims at \$14,932.31. Commissioner McColl seconded.

A roll call vote was taken.

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, J.M. McColl, S. Meersman, P. Moreno , S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL YES 21**

**TOTAL NO 0**

Motion carried.

4. Commissioner Simmer moved to approve the Transfers of Appropriation in the Forest Preserve and Niabi Zoo. Commissioner Moreno seconded.

A roll call vote was taken.

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, J.M. McColl, S. Meersman, P. Moreno , S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL YES 21**

**TOTAL NO 0**

Motion carried.

5. Commissioner Bohnsack moved to waive the reading and approve the Resolution loaning \$75,000 to the Niabi Zoo Fund from the Forest Preserve Fund. Commissioner Dueysen seconded.

## **R E S O L U T I O N**

**WHEREAS**, additional funds are required in the Niabi Zoo Fund #131 for the necessary expenses incurred in the 2010-2011 Fiscal Year, and

**WHEREAS**, funds are available from unappropriated funds within the Forest Preserve Fund #130 to loan to the Niabi Zoo Fund #131, and

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

SECTION 1. An emergency exists as outlined above.

SECTION 2. An amount of \$75,000 be loaned from the Forest Preserve Fund #130 to the Niabi Zoo Fund #131.

SECTION 3. The above amount to be repaid to the Forest Preserve Fund #130 as funds become available.

SECTION 4. This Resolution to become effective immediately.

**ADOPTED** by the Rock Island County Forest Preserve Commission, Rock Island County, Illinois, this 17<sup>th</sup> day of May, 2011.

Commissioner McColl was recognized. Mr. McColl asked what the loan was needed for? President Rockwell stated it is to cover the necessary expenses needed until it can be repaid after the first installment of property taxes are collected.

A roll call vote was taken.

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, J.M. McColl, S. Meersman, P. Moreno , S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL YES 21**

**TOTAL NO 0**

Motion carried.

6. Commissioner Banaszek moved to waive the reading and approve the Resolution regarding transferring \$136,310 in unappropriated monies in the Niabi Zoo Fund. Commissioner Maranda seconded.

### **RESOLUTION**

**WHEREAS**, additional funds are required in the Niabi Zoo Fund #131 for the necessary expenses incurred for the 2010-2011 Fiscal Year, and

**WHEREAS**, funds are available from unappropriated funds within the Niabi Zoo Fund #131, and

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

SECTION 1. An emergency exists as outlined above.

SECTION 2. An amount of \$136,310.44 be transferred from unappropriated funds in the Niabi Zoo Fund #131 to the following:

AMOUNT	APPROPRIATION	DESCRIPTION
\$430.00	131-32-07 414	Uniforms
\$275.44	131-32-07 522	Operating Supplies
\$4,105.00	131-32-08 522	Operating Supplies
\$7,500.00	131-32-08 631	Professional Services
\$25,000.00	131-32-10 411	Salaries & Wages
\$40,000.00	131-32-10 411.10	Seasonal Salaries & Wages
\$1,000.00	131-32-10 522	Operating Supplies
\$24,000.00	131-32-18 411	Salaries & Wages
\$12,000.00	131-32-18 411.10	Seasonal Salaries & Wages
\$3,500.00	131-32-18 522	Operating Supplies
\$7,000.00	131-32-18 523	Repair & Maintenance Supplies
\$1,500.00	131-32-18 524	Small Tools & Equipment

\$10,000.00 131-32-18 637

Utilities

SECTION 3. This Resolution to become effective immediately.

**ADOPTED** by the Rock Island County Forest Preserve Commission, Rock Island County, Illinois, this 17<sup>th</sup> day of May, 2011.

A roll call vote was taken.

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, J.M. McColl, P. Moreno, S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL YES 20**

**TOTAL NO 0**

Motion carried.

- 7. Commissioner Moreno moved to waive the reading and approve the Resolution transferring monies in the Forest Preserve Fund. Commissioner Simmer seconded.

**RESOLUTION**

**WHEREAS**, additional funds are required in the Forest Preserve Fund #130 for the necessary expenses to be incurred in the 2010-2011 Fiscal Year, and

**WHEREAS**, funds are available from unappropriated funds within the Forest Preserve Fund #130, and

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

SECTION 1. An emergency exists as outlined above.

SECTION 2. An amount of \$36,800.00 be transferred from unappropriated funds in the Forest Preserve General Fund #130 to the following:

AMOUNT	APPROPRIATION	DESCRIPTION
\$25,000.00	130-32-10 991.12	Transfer to Other Agencies
\$9,300.00	130-32-90 768	Machine & Equipment over \$5,000
\$2,500.00	130-32-91 522	Operating Supplies

SECTION 3. This Resolution to become effective immediately.

**ADOPTED** by the Rock Island County Forest Preserve Commission, Rock Island County, Illinois, this 17<sup>th</sup> day of May 2011.

A roll call vote was taken.

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, S. Meersman, P. Moreno, S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL YES            20**

**TOTAL NO            0**

Motion carried.

8. Commissioner Wonderlich moved to approve a Memorandum of Understanding between the Forest Preserve District and the Niabi Zoological Society. Commissioner Sallows seconded.

## **MEMORANDUM OF UNDERSTANDING**

**THIS** Memorandum of Understanding is entered into between Rock Island County Forest Preserve District ("District") and the Niabi Zoological Society ("Society") this \_\_ day of \_\_\_\_\_, 2011.

**WHEREAS**, the District is a unit of local government in the State of Illinois. The District has constructed and maintains a zoological park known as the Niabi Zoo ("Zoo") to collect and exhibit a collection of animals and to promote education and recreation to the residents of the District and surrounding counties. The Zoo has become a major tourist attraction in Illinois, with a substantial and beneficial economic, cultural and educational impact on the District. The District has a commitment to operate, maintain and improve the Zoo; and

**WHEREAS**, the Society is a private, non-profit corporation organized under the laws of Illinois and with a tax exempt status under section 501(c)(3) of the Internal Revenue Code. It is separate and independent from the District. The Society was formed and has functioned for many years for the purpose of aiding the District in the

operation, maintenance and development of the Zoo and its animal collection. Its mission is to promote conservation, education, exhibition of animals, research and recreation through fundraising and volunteerism; and

**WHEREAS**, the District and Society wish to assure the continued success and prosperous growth of the Zoo in the future. The District and the Society acknowledge that the continued operation, maintenance and improvement of the Zoo provides an invaluable asset to the residents of the District and the public in general. The District desires to continue to receive the support of the Society, its directors, members and employees. The Society desires to continue its support of the Zoo.

**NOW THEREFORE**, for valuable consideration given and received by the District and the Society, the receipt of which is hereby acknowledged by all parties, the parties enter into this **MEMORANDUM OF UNDERSTANDING**:

**1. RIGHTS AND OBLIGATIONS OF EACH PARTY**

1.1 The District has the exclusive right and obligation to operate and maintain the Zoo in accordance with the policies and directives established by the District. The District and Society recognize that all District employees, including the Director of the Zoo ("Director"), must comply with the District's ordinances and policies.

1.2 The Society is a private, non-profit corporation organized under Illinois statutes, with tax exempt status under section 501(c)(3) of the Internal Revenue Code. The Society has as its mission, to support the Zoo and raise funds to be used to enhance the Zoo.

1.3 The District agrees to provide to the Society facilities for offices for administrative duties, an area for membership sales and admission for its members, and at times the Zoo grounds for fundraising purposes as it is reasonably necessary for

the continued success and operation of the Society, including utilities, custodial and maintenance services and parking, as determined by the District.

1.4 The District agrees that the Society for fundraising purposes will operate the Zoo gift shop, carrousel, and concessions.

1.5 The District agrees to provide free admission for Niabi Zoological Society members throughout the term of this Memorandum of Understanding. The District and Society agree that membership fees, promotions and discounts should be reviewed and approved by the District and Society on a yearly basis.

1.6 The District agrees that the Society may offer to its members certain benefits and discounts, subject to the approval of the Forest Preserve President and/or the approval of the full board of commissioners if necessary.

1.7 The Society agrees to apply and receive grants whether they be applied for by the Zoo staff or Society in order to further the mission of the Society and/or benefit the Zoo. Zoo staff shall receive Society approval before the submission of any grant. The Society shall inform the District of the Society's grant intentions. The District and Society agree that implementation of such grants shall be done cooperatively if necessary to fulfill the requirements of such grants when necessary. The District agrees that the Society has the responsibility to ensure that awarded grant requirements are followed correctly.

## **2. MANAGEMENT OF DISTRICT AND SOCIETY AFFAIRS**

2.1 The District and the Society agree that, as independent and separate entities, each entity maintains a staff and management structure. The parties recognize that for efficiency and economy purposes, the Society may request that District

employee(s) time be used for the benefit of the Society. The Society agrees to reimburse the District for these services, upon terms agreed upon by the parties.

2.2 Insofar as volunteer activities support the mission of the Zoo, the parties recognize that such individuals are volunteers for the District and will be directed by District employees, unless specifically designated as Society volunteers (e.g. Board of Directors).

### **3. SOCIETY EVENTS**

The District agrees that the Society may hold events on Zoo property for fundraising events or other events which benefit the Zoo. The District approves the use of Zoo facilities, grounds and personnel for such events, at the District's expense, upon approval by the Forest Preserve President and unless otherwise agreed upon by the parties. The costs of employees to work at such events shall be approved by the Forest Preserve President.

### **4. CAPITAL PROJECTS**

4.1 The District and the Society may agree from time to time to jointly or separately fund capital projects for the Zoo. All District funding requires approval of the appropriate authority within the District. To the extent that the Society funds are used, the Society shall obtain the approval of the Forest Preserve Commission prior to any construction. Upon completion of the project, all title, rights, responsibilities and ownership of such capital improvements shall be held by the District, unless expressly reserved for the Society by prior agreement of both parties.

4.2 The parties agree that the Society retains ownership of the carousel. The parties agree that matters concerning the carousel will be controlled by the prior



agreement between the parties dated June 19, 2001, incorporated herein by this reference.

4.3 The parties agree that any revenue generating activity from future projects will be the responsibility of the District, unless expressly reserved by the Society through a separate agreement,

## **5. SOLICITATIONS AND DONATIONS**

5.1 The parties recognize that donors may wish to donate money or other items to the Zoo. The District agrees to establish and maintain a specially designated Niabi Zoo Capital Improvement Fund with the District Treasurer to receive donations and that all donations will be deposited into that specific fund.

5.2 The District agrees to expend any funds received from the Niabi Zoo Capital Improvement Fund on only capital improvements for the zoo or according to the intent of the donor.

5.3 The District agrees that such funds designated to be donated, bequeathed or otherwise given to "Niabi Zoo", shall be put in the Niabi Zoo Capital Improvement Fund, in addition to other funding by the District.

5.4 The Parties agree that often donors may intend for bequests to go to the Society, but the donor merely references "Niabi Zoo" in their donation or bequest. The spirit of this Agreement is that the District will not reduce the customary and usual funding of the Zoo merely because of donations or bequests received from donors.

5.5 The District agrees that funds from the Niabi Zoo Capital Improvement Fund may be transferred to the Society if necessary when both parties are involved in a capital improvement construction project or to be of assistance in matching grant dollars for a capital improvement project.

## **6. RECORDS**

6.1 The District and the Society shall provide each other construction and other documents or records related to the construction of or disbursement of funds for capital improvement projects. These documents and records shall include an accounting of the amount of funds received and disbursed by each party for a particular capital improvement project, but need not include any documents which would contain information regarding individual donors or other sources of such funds.

6.2 The District and the Society shall provide each other with access to all documents or records related to co-sponsored events or programs. These documents and records shall include an accounting for the expenses incurred and funds received and disbursed by the Society and/or the District for such co-sponsored events or programs, but need not include any document which would contain information regarding individual donors or other sources of funds.

## **7. INDEPENDENT CONTRACTORS**

In the performance of this Memorandum of Understanding, both the District and the Society will be acting in their independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The agents or employees of the one shall not be construed to be the agents or employees of the other. District employees shall remain employees of the District, notwithstanding the fact that they may assist the Society.

## **8. TERM**

8.1 The initial term of this Memorandum of Understanding is three (3) years. After the initial term, this Memorandum of Understanding remains in effect, unless and

until terminated upon ninety (90) days written notice by either party to the other, or by mutual consent, at any time.

8.2 This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Memorandum of Understanding, shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein, unless contained in a written agreement entered into by both of the parties hereto. This Memorandum of Understanding, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole, or in part, without the express written consent of the other party.

## **9. APPLICABLE LAW**

The validity, legality and all matters relating to the interpretation and effect of this Agreement, including any amendment, shall be governed by the laws of the State of Illinois.

## **10. INSURANCE**

10.1 The District agrees to provide adequate insurance (or adequately funded self insurance) for Niabi Zoo, and its employees and volunteers, including, but not limited to, commercial general liability insurance, property and any necessary insurance which is commercially reasonable.

10.2 The Society agrees to provide adequate liability insurance for its employees, volunteers, projects and events.

## **11. NOTICE**

11.1 Any notice or notices required or permitted to be given pursuant to this Memorandum of Understanding may be personally served on the other party by the

party giving such a notice, or may be served by certified mail, postage prepaid, return receipt requested.

11.2 All notices to the District shall be sent addressed to the following: States Attorney Office - Chief of the Civil Division, 1504 Third Avenue, Rock Island, Illinois, 61201

11.3 All notices to the Society shall be sent addressed to the following:  
President,  
Niabi Zoological Society, 12908 Niabi Zoo Road, Coal Valley, Illinois, 61240.

Commissioner Johnston was recognized. Mr. Johnston wanted to know what the Memorandum was for? President Rockwell stated that its an agreement of understanding and support between the Niabi Zoological Society and Niabi Zoo.

A roll call vote was taken.

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, J.M. McColl, S. Meersman, P. Moreno , S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL YES 21**

**TOTAL NO 0**

Motion carried.

9. Commissioner Simmer moved to approve the low bid for an exhaust system for the Lion's Den in the amount of \$2,995 from Crawford Company. Commissioner Moreno seconded.

A roll call vote was taken.

W. Armstrong, S. Ballard, P. Banaszek, J. Bohnsack, J. Brandmeyer, N. Camlin, V. Dueysen, G. Freeman, K. Harmon, D. Jacobs, D. Johnston, E. Langdon, K. Maranda, J.M. McColl, S. Meersman, P. Moreno , S. Sallows, F. Schultz, R. Simmer, J.R. Westpfahl, C. Wonderlich

**TOTAL YES 21**

**TOTAL NO            0**

Motion carried.

10. Commissioner Maranda moved to approve the Routine Reports for the Forest Preserve Commission. Commissioner Ballard seconded.

A voice vote was taken.

Motion carried.

Commissioner Rockwell declared the Forest Preserve Meeting adjourned.

The next Forest Preserve Commission meeting will be Tuesday, June 21, 2011, at Niabi Zoo, following the Regular County Board meeting.

RESPECTFULLY SUBMITTED,

KAREN KINNEY  
COUNTY CLERK AND SECRETARY  
OF THE FOREST PRESERVE COMMISSION

KK:rh