

SPRINGDALE CEMETERY INTERGOVERNMENTAL AGREEMENT

This Springdale Cemetery Intergovernmental Agreement ("Agreement") is entered into as of the _____ day of March, 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 if the conditions set forth in Section IV are met.
- 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 shall 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.
 - 4. Should the annual operating deficit decrease such that the County is the majority funder of the operating deficit for two (2) consecutive years, the Parties agree to renegotiate the terms of Section V.B. Operating Deficits of this Agreement. If the Parties are not able to reach new terms during said negotiation, then the termination penalty referenced in Section VI.B. shall be reduced by fifty percent (50%).
- 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, as described in 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. Its

current state is better defined in Exhibit C attached hereto, which is made a part hereof.

- 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

EXHIBIT A

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 627 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 Southwesterly a distance of 771.77 feet, more or less, to a point on the South line of Section 34 said point is 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 railway line of the Chicago, Rock Island and Peoria Railroad; thence Northeasterly along the Westerly railway 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 East 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 66.12 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 14

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 Southwest 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)

EXHIBIT A Continued

COMMONLY KNOWN AS: PART OF THE NORTHWEST 1/4 OF SECTION 34 AND PART OF THE NE 1/4 OF SECTION 34, T. 9 N., R. 8 E., OF THE 4TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 34; THENCE S $89^{\circ}34'04''$ 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 $89^{\circ}34'04''$ E ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 34, A DISTANCE OF 66.12 FEET; THENCE S $3^{\circ}11'38''$ E, A DISTANCE OF 476.44 FEET; THENCE N $88^{\circ}35'50''$ W, A DISTANCE OF 251.95 FEET TO A POINT ON THE EAST R.O.W. LINE OF PROSPECT ROAD; THENCE N $14^{\circ}56'13''$ E ALONG THE EAST R.O.W. LINE OF PROSPECT ROAD, A DISTANCE OF 101.49 FEET; THENCE N $19^{\circ}40'57''$ 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 EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF THE ADJOINING PROPERTY OWNER TO THE EAST AND SOUTH, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 34; THENCE S $89^{\circ}34'04''$ 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 $19^{\circ}40'57''$ W ALONG THE EAST R.O.W. LINE OF PROSPECT ROAD, A DISTANCE OF 395.05 FEET; THENCE S $14^{\circ}56'13''$ W ALONG THE EAST R.O.W. LINE OF PROSPECT ROAD, A DISTANCE OF 86.06 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE S $88^{\circ}35'50''$ E, A DISTANCE OF 203.17 FEET; THENCE N $64^{\circ}26'08''$ E, A DISTANCE OF 47.40 FEET TO THE TERMINUS OF SAID CENTERLINE.

P.L.N. NUMBER: 14-34-132-002

EXHIBIT B
Description of the Savanna

