

Sharon K. Williams, District 1
Junior Watkins, District 2
Lynn Scott Pearson, District 3
Chairperson-Andrew A. Rand, District 4
Rachael Parker District 5
G. Allen Mayer, District 6
James C. Dillon, District 7
Phillip Salzer, District 8
Michael Phelan, District 9



Andrew A. Rand - Chairperson
R. Steve Sonnemaker, County Clerk

Vice-Chairperson -Stephen M. Morris, District 10
Mary Ardapple, District 11
Robert Baietto, District 12
James T. Fennell, District 13
Brian Elsasser, District 14
Carol Trumpe, District 15
Brad Harding, District 16
Thomas H. O'Neill, III, District 17
Paul Rosenbohm, District 18

**SPECIAL PEORIA COUNTY BOARD
MEETING AGENDA
Tuesday, April 28, 2015
4:00 PM**

County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.org/countyboard

**CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK**

I. CITIZENS' REMARKS

(To address the County Board, fill out a card and submit it to the Chairman before the Board Meeting.)

II. ZONING ORDINANCE AND RESOLUTIONS

- 1.** A resolution from your Executive Committee recommending approval of a Separation Agreement between the County of Peoria and Lori S. Curtis Luther. *(Pending Committee Approval)*
- 2.** A resolution from your Executive Committee recommending the appointment of Acting County Administrator. *(Pending Committee Approval)*

III. MISCELLANEOUS AND ANNOUNCEMENTS

IV. ADJOURNMENT

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AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: April 28, 2015

LINE ITEM:
AMOUNT:

ISSUE:

For RESOLUTION: Approval of Separation Agreement and Release between the County of Peoria and Lori S. Curtis Luther

BACKGROUND/DISCUSSION:

Peoria County Administrator, Lori S. Curtis Luther, has provided proper notice of her resignation in a letter emailed the Peoria County Board on April 17, 2015 under the terms of her employment agreement, as amended and revised, with the County of Peoria. The two parties have mutually agreed that Friday, April 24, 2015 is Ms. Luther's final day of employment with the County of Peoria.

To effectuate obligated terms and conditions of the employment agreement between the County and Ms. Luther, a Separation Agreement has been prepared. The Agreement was executed by Ms. Luther and Chairman Rand on behalf of the County Board on Friday, April 24, 2015.

The Separation Agreement is attached to the resolution.

COUNTY BOARD GOALS:



HEALTHY AND SAFE COMMUNITY

GROWING COUNTY

HIGH PERFORMING PUBLIC ORGANIZATION

WORLD CLASS PUBLIC FACILITIES

STAFF RECOMMENDATION:

COMMITTEE ACTION:

PREPARED BY: Scott Sorrel, Acting / Assistant County Administrator

DEPARTMENT: County Administration

DATE: April 24, 2015

AMENDED AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (hereinafter referred to as "Separation Agreement") is made and entered into by and between Lori S. Curtis Luther (hereinafter referred to as "Employee") and the County of Peoria, a Body Politic and Corporate (hereinafter referred to as "Employer ") amends the Amended and Restated Agreement entered into on the 14th day of February, 2013.

WITNESSETH:

WHEREAS, Employee became employed by the Employer on August 16, 2011;

WHEREAS, Employee has elected to resign her employment with the Employer effective at the close of business on April 24, 2015 (hereinafter referred to as the "Resignation Date");

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Separation Payments. The Employer will pay Employee an amount equivalent to wages through May 31, 2015, less any required payroll withholdings, without deductions after April 24, 2015 for IMRF and Employer-offered health plans. Additionally, Employer will pay Employee for accrued vacation time and an amount equal to her vehicle allowance and life insurance through May 31, 2015. An additional amount equal to the cost of COBRA health insurance through May 31, 2015 shall also be paid.
2. Return of County Property. Employee has returned or will immediately return to Employer all Employer information and related reports, maps, files, memoranda and records, credit cards, cardkey passes, door and file keys, computer access codes, software, and other physical or personal property which Employee received or prepared or helped prepare in connection with her employment; and Employee has not retained and will not retain any copies, duplicates, reproductions, or excerpts thereof.
3. Employee Is Advised to Consult with Attorney. Employee acknowledges that she has, through this Separation Agreement, been advised in writing to consult with an attorney prior to executing the Separation Agreement, and to discuss all aspects of this Separation Agreement with an attorney; that Employee has carefully read and fully understands all of the provisions of this Separation Agreement; and that Employee is voluntarily entering this Separation Agreement of Employee's own free will and accord.

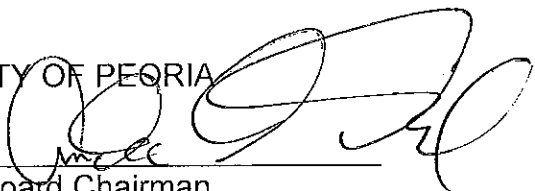
4. Employee's Release of Claims. As a material inducement to the Employer to enter into this Separation Agreement, Employee hereby irrevocably and unconditionally releases, acquits, and forever discharges Employer and each of Employer's agents, insurers, directors, board members, officers, employees, representatives, attorneys, divisions, elected county officials, and all persons acting by, through, under, or in concert with any of them (collectively Releasees), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes or action, suits, rights, demands, costs, losses, debts and expenses (including attorneys fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, claims arising under federal, state, or local laws prohibiting age, race, sex, disability, handicap, marital status, or religious discrimination, claims arising under the Age Discrimination in Employment Act (ADEA), claims growing out of or arising under any legal restrictions on the Employer's right to terminate its employees, and any other legal claim which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold, against each or any of the Releasees. This Separation Agreement does not waive rights or claims that may arise after the date the Agreement is executed.

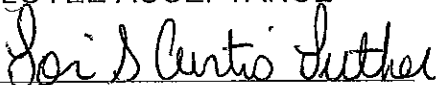
5. No Further Benefits or Employment. Employee agrees not to seek or accept any further benefit or consideration, including reemployment, reinstatement, back pay, or attorney's fees, or any additional money with respect to her employment or separation of her employment from the Employer other than as specifically provided in this Separation Agreement or as may be available to Employee pursuant to any vested amounts in any employee benefit plan accounts.

6. Mutual Nondisparagement. Employee agrees not to make any statements, whether written or oral, or engage in any activity which is detrimental to the name and/or reputation of the County of Peoria, nor make any disparaging comments concerning the County of Peoria, including without limitation, its services, plans, operations or its officers, directors, elected county officials, employees or County Board members. Employer agrees that neither the County Board, nor any individual member of that Board, or any County officer, will make disparaging comments, whether written or oral, concerning Employee. The parties acknowledge that the actual damages likely to result from a breach of this section are difficult to estimate, therefore, the parties agree that any breach of this section shall result in liquidated damages in the amount of twenty thousand dollars (\$20,000.00) as compensation for the non-breaching party and not as a penalty.

7. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto concerning the subject matter hereof, and fully supersedes any prior arrangements or understandings between the parties hereto pertaining to the subject matter hereof.

PLEASE READ CAREFULLY. THIS AGREEMENT AND GENERAL RELEASE
INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

COUNTY OF PEORIA
By: 
Board Chairman

EMPLOYEE ACCEPTANCE
By: 
Lori S. Curtis Luther

Dated: 4-24-15

AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: April 28, 2015

LINE ITEM:
AMOUNT:

ISSUE:

For RESOLUTION: Appointment of an Acting County Administrator

BACKGROUND/DISCUSSION:

At the Committee's Special Meeting on April 23, 2015, the Committee unanimously approved a committee action item to appoint Scott A. Sorrel Acting County Administrator upon the creation of a vacancy in the County Administrator's position.

On Friday, April 24, 2015, former County Administrator Lori S. Curtis Luther executed a Separation Agreement between herself and the County of Peoria in which her resignation became effective on the same day.

The attached resolution ratifies the action taken by the Committee on April 23.

COUNTY BOARD GOALS:



HEALTHY AND SAFE COMMUNITY



GROWING COUNTY



HIGH PERFORMING PUBLIC ORGANIZATION



WORLD CLASS PUBLIC FACILITIES

STAFF RECOMMENDATION:

COMMITTEE ACTION:

PREPARED BY: Scott Sorrel, Acting / Assistant County Administrator

DEPARTMENT: County Administration

DATE: April 24, 2015

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

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

Re: Appointment of Scott A. Sorrel as Acting County Administrator

RESOLUTION

WHEREAS, a vacancy in the position of County Administrator has been created with the resignation of Lori S. Curtis Luther effective April 24, 2015, and;

WHEREAS, the Committee took action to appoint Scott A. Sorrel Acting County Administrator upon the creation of the vacancy at their meeting on April 23, 2015, and;

WHEREAS, the committee's action in appointing Mr. Sorrel as Acting County Administrator requires ratification by the full Peoria County Board.

NOW, THEREFORE, IT BE RESOLVED that Scott A. Sorrel is appointed Acting County Administrator.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE



Andrew A. Rand
County Board Chairman

County of Peoria County Board

Peoria County Courthouse, Room 502
324 Main Street, Peoria, Illinois 61602
Phone (309) 672-6056 Fax (309) 672-6054 TDD (309) 672-6073
arand@peoriacounty.org

Date: April 23, 2015

PETITION FOR SPECIAL COUNTY BOARD MEETING

We, the undersigned members of the Peoria County Board, request a special meeting of the County Board to be held:

Date: April, 28, 2015
Time: _____
Place: **Peoria County Courthouse**
324 Main Street, Board Room 403
Peoria, IL

Subject: **Appointment of Acting County Administrator**

Signed:

Date:

G. Allen Manger

4-23-15

James K. Fennell

4-23-15

Carol Trumppe

4-23-15

William Watkins

4-23-15

Woodward E. Pelt

4-23-15

Mary Adolph

4-23-15

Bob Bennett

4-23-15

Chris [Signature]

4-23-15

D. [Signature]

4-23-15