



Illinois Association of Problem-Solving Courts  
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**Illinois Association of Problem-Solving Courts  
Minutes for the Board Retreat  
February 8, 2021**

The board members of the Illinois Association of Problem-Solving Courts met via Zoom teleconference on February 8, 2021. The meeting was called to order by Judge Janet Holmgren at 12:05pm. The following board members were in attendance:

Name	Present	Absent
Judge Janet Holmgren, President	X	
Judge Mark Shaner, Vice President	X	
Michael Roman, Treasurer		X
Darrell Hite, Secretary	X	
Judge Carmen Aguilar	X	
Hugh Brady		X
Sgt. Christopher Darr	X	
Judge Jeff Ford	X	
Anthony Foster	X	
Wayne Gilliland	X	
Baron Heintz	X	
James Lane	X	
Chantelle Leachman	X	
Bernadine McFarland	X	
Michelle O'Brien	X	
Alicia Osborne	X	
Lori Roper	X	
Jason Sterwerf		X
Brian Straub	X	
Anne Stevens		X

Also in attendance: Matthew Kindler, and Mary Gubbe Lee

I. Minutes from 1/25/2021 ILAPSC Board Meeting

- a. Matt Kindler circulated minutes from the Board meeting prior to this meeting. James Lane moved to approve the minutes as circulated. Alicia Osborne seconded the motion. The motion passed by unanimous voice vote.

II. Marriott 2022 Contract

- a. Judge Holmgren discussed the current proposed contract for an in-person conference at the Bloomington-Normal Marriott for 2022. She noted that the attendance numbers in the contract are based on historical data prior to Covid-19. Judge Holmgren also discussed possible changes needed for cancellation and liquidated damages provisions to the contract. She further reminded the Board of the 2019 and 2020 contracts and the agreement that \$10,000 in liquidated damages was appropriate for cancelling the event. She suggested countering the current proposed contract with a flat fee of \$10,000 with a proposed date of April 1, 2022.
- b. Judge Ford would like the Force Majeure clause with language about the CDC changed to the State of Illinois. He would also like to see no payment for damages if cancellation is made prior to April 1, 2022. Mary Lee noted that the Force Majeure clause originally had language about the WHO and that was already changed to the CDC, so it shouldn't be difficult to change to the State of Illinois. Michelle O'Brien recommended changing the language to include the WHO, the CDC, and the State of Illinois, so if any of those entities recommend not having in-person gatherings, we can cancel without penalty.
- c. Mrs. O'Brien recommended taking out all language about percentages of cost for cancellation, and that we should not be penalized anything for cancelling prior to April 1 of the contract year. She suggested that from April 1 until 30 days prior to the conference, we could be liable for the \$10,000, and then an increased number at less than 30 days to the conference. Baron Heintz noted that the new contract language allows the Marriott to cancel the conference for any reason or no reason and ILAPSC would only be due fees related to rescheduling the conference.
- d. James Lane noted that his son works in Indiana and it is the County Health Department that is dictating restrictions on gatherings rather than the state. Baron Heintz suggested including language to cover any governmental entity for the United States, State of Illinois, County of McLean, or City of Normal be included in the Force Majeure clause. Judge Holmgren summarized Judge Ford's earlier comments that if there is any mitigation policy that reduced the

number of allowed attendees, that we get a corresponding cost reduction based on allowable attendance.

- e. Baron Heintz noted that the minimum food and beverage costs are over \$30,000 and based on numbers prior to Covid-19. He suggested that the minimum costs should be reduced to a more realistic number. Discussion was held regarding an appropriate number of attendees to have for a 2022 contract. Discussion was held regarding the 2019 conference and charges that were accumulated for the last in-person conference.
- f. Baron Heintz noted that Friday lunch is not included in the 2022 contract and needs to be added.
- g. Judge Ford moved that the Executive Committee be involved in the negotiations with the Marriott. That the Force Majeure clause be updated to include language about any governmental entity from the US, State, County, or City being allowed to cancel the event without penalty. That there be no penalty for cancellation prior to April 1, 2022. If there is a reduced participation due to mitigations, that there is a reduction in costs due from ILAPSC. Darrell Hite seconded the motion. Discussion was held regarding if that gives Judge Holmgren enough latitude to negotiate with the Marriott. Further discussion was held regarding if specific numbers were needed to be agreed upon prior to negotiations with the Marriott. Judge Ford amended his motion that the Executive Committee be given the ability to discuss the number of projected participants for the conference and the ramifications for the costs for the conference. Baron Heintz seconded the amended motion. The motion passed by unanimous voice vote.
- h. Judge Holmgren motioned that we enter into negotiations with the Marriott assuming participation at 400 and having the Marriott adjust costs as they see fit to reflect that number with the ability to increase the number of participants up to 3 days prior to the event at a stated cost per participant. Baron Heintz questioned why there would be an increased cost minimum with an increased number of participants. Judge Holmgren withdrew her motion and made a new motion to enter into a contract with the Marriott that contracts for 400 attendees, Judge Ford seconded the motion. Matt Kindler questioned if she meant enter into a contract or negotiate for a contract. Judge Holmgren clarified that the motion should reflect to negotiate a contract, not enter into a contract. Judge Ford seconded the motion. The motion passed by unanimous voice vote.
- i. Mary Lee discussed the Normal Theater agreement for 2022 and that the current contract only has it available to us on Thursday, not Friday of the conference. She noted that last year we had 6

well attended breakout sessions on Friday and could likely use the Theater on Friday as well. The Board agreed that it would be best to have the Theater booked for both days.

- j. Judge Holmgren asked the Board how they wish the Executive Committee to go forward when a counteroffer is received. Judge Shaner noted there is another Board meeting already scheduled for February 22 and any counteroffer can be discussed then. Mary Lee suggested asking for a response prior to the 19<sup>th</sup> of February so it can be discussed at the next Board meeting. Baron Heintz, Judge Ford, and Judge Holmgren will work on suggested changes to the contract. Further discussion was held regarding cancellation language that should be offered in the contract.

### III. Fish Sticks Improv Group Contract

- a. Matt Kindler reviewed the Fish Sticks Improv Group contract with the Board. Judge Holmgren asked if the Board was ok with her reviewing and signing the contract. Judge Ford stated that he supports Judge Holmgren reviewing and finalizing the contract. James Lane moved to allow Judge Holmgren to sign the contract. Judge Aguilar seconded the motion. The motion passed by unanimous voice vote.

### IV. Old Business

- a. No old business.

### V. New Business

- a. No new business.

### VI. Next Meetings

- a. February 22<sup>nd</sup> at Noon via Zoom
- b. March 29<sup>th</sup> at Noon via Zoom
- c. April 19<sup>th</sup> at Noon via Zoom
- d. July 19<sup>th</sup> at Noon via Zoom
- e. September 20<sup>th</sup> at Noon via Zoom
- f. October 14<sup>th</sup> at the Conference
- g. November 18<sup>th</sup> & 19<sup>th</sup> at Starved Rock for the Board Retreat

### VII. Adjourn

- a. Judge Ford moved to adjourn the meeting. James Lane seconded the motion. Judge Holmgren adjourned the meeting at 1:35pm.

Respectfully Submitted,

Matthew Kindler