



City of Pekin

REGULAR COUNCIL MEETING MONDAY, JANUARY 12, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Pro Tem Jones

III. ROLL CALL
Clerk to Call the Roll

IV. APPROVAL OF AGENDA
ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: Motion to approve minutes of Regular Council Meeting of December 22, 2008.

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS
Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Building Report
- 2. Proclamation:** Dr. Martin Luther King Jr. Day January 21, 2009
- 3. Resolution No. 66-08/09** – Mayor's reappointment of David Volz to the Pekin Housing Authority Board for a five year term until January 14, 2014
- 4. Resolution No. 67-08/09** – Mayor's reappointment of Dr. Dora Lee Ho and Bernie Riley to the Human Relations Commission for a three year term until January 25, 2012
- 5. Reschedule of Meeting Dates** – of Council for upcoming 2009 months and List of Commissions, Boards and Committees meeting dates, times, and places as required by statutes

ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

Public Hearing

DESCRIPTION: Opportunity for all interested parties to be heard concerning the 2008 Plan Amendment to the Tax increment Redevelopment Plan and Project for the Central Business District Redevelopment Project Area.

ACTION: No Action to be taken. Ordinance to be presented at the Council meeting of January 26, 2009.

City of Pekin Financial Audit for Year Ended April 30, 2008

PRESENTATION: Jim Warning of Willock, Warning, & Co., P.C. to provide overview of the City's financial activities, identify changes in the financial position, and explain individual fund issues.

ACTION: No Action to be taken. Audit was Received and Filed at the meeting of December 22, 2008.

IX. NEW BUSINESS

1. Intergovernmental Agreement for Police Protection Services with the Housing Authority of the City of Pekin (TG)

DESCRIPTION: Agreement with PHA to provide protection of residents by uniformed, off-duty police officers Rates for annual renewal between the months of February through January remains at \$25.00 per hour.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

2. Illinois Adventure Guide Ad Campaign (SB)

DESCRIPTION: Request for \$10,000 participation in the media partnership campaign. Includes State of Illinois Tourism spring newspaper insert and brochure adds in fall newspapers. Funds from Hotel/Motel Tax budgeted line item

ACTION: Motion to approve expenditure in the amount of \$10,000.00.

VOTE REQUIRED

3. Contract with Heartland Partnership for Participation in the Central Illinois Retail Study (SB)

DESCRIPTION: TESKA Associates to conduct Regional Retail Strategy Studies that will provide information for retail strategies in 2 areas Downtown and Derby Street.

ACTION: Motion to approve the contract in the amount of \$5,761.00 to \$9,971.00 each - 2 locations.

VOTE REQUIRED

4. Amendment 2 to the Agreement with Hanson Professional Services (JW)

DESCRIPTION: additional engineering design work of the extension to Hanna Drive needed to get the spur relocated in a way satisfactory to the railroad and to provide construction support as required by the EDA grant.

ACTION: Motion to approve the amendment in the amount of \$250,000.00

VOTE REQUIRED

5. Appraisal Agreement (JW)

DESCRIPTION: Agreement with James Klopfenstein & Associates to provide appraisal of property needed to acquire Veterans Drive Right of Way south from Route 29 to commercial Drive.

ACTION: Motion to approve the agreement in an amount not to exceed \$26,000.00.

VOTE REQUIRED

6. Resolution No.68-08/09 – Downstate Public Transportation Operating Assistance Grant Agreement with the Illinois Department of Transportation - Grant #3797 OP-09-09-IL

(GR)

DESCRIPTION: approval of grant to receive funding in the amount of \$343,194.00 for the 2009 operations of the Pekin Municipal Bus operations and partial funding to CityLink for contract services.

ACTION: Motion to adopt the resolution.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c) 3. Selection, Appointment, Performance, Discipline, or a Vacancy in a Public Office

ACTION: Motion to move to Executive Session.

VOTE REQUIRED

XII. ADJOURNMENT

With no further action to come before the Council the Mayor declares meeting closed in open session.

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, DECEMBER 22 2008 AT 5:30 O'CLOCK P.M.
JAMES E. "JIM" JONES * MAYOR PRO-TEM* PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, STRAND, KORTKAMP, AND DUNN

ABSENT: NONE

The **Pledge of Allegiance** was led by Council Member Blanchard's grandson Ely in honor of Mayor Tebben.

Roll was called and all Council Members were present.

Agenda

Motion by Council Member Strand, seconded by Council Member Abel, that the **agenda be approved as presented**. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Strand, that the **minutes of the Regular City Council Meeting of December 8, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the Consent Agenda be approved as presented.

Council Member Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Police Department November Report, Liquor Commission Minutes November 20, 2008, Traffic Safety Committee Minutes December 5, 2008, Airport Commission Minutes December 10, 2008, Fire November Report, and Building November Report
2. **Receive and File** Communications Comcast Introduction of New Packages Changes to Channel Lineup
3. **Receive and File** City of Pekin Financial Statements for year ended April 30, 2008 prepared by Willock, Warning & Co. P.C. and Annual Financial Report to State Comptroller
4. **Receive and File** Fiscal Report form for NPDES permit fees to the Illinois EPA for Wastewater Compliance Monitoring
5. **Receive and File** Acceptance of the Contract Award Documents for Hanna Drive from the Department of Commerce Economic Development Administration
6. **Receive and File** Planning Zoning Board of Appeals Minutes dated December 10, 2008
7. **Receive and File** Planning Commission Minutes dated December 10, 2008
8. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1772-recommends to approve the re-zoning of property from R-4 Single Family Residential) to OS-1 (Office Service District) commonly known Washington Street to the Pekin City Council.

as

- a b. Hearing #08-1773-Pekin Planning Commission tabled the Site Plan Review for
granted Parking Lot located at 1022 Washington Street until a Variance has been
On roll call vote, all present voted Aye. and a new site plan has been drafted to the Pekin Planning Commission.

NEW BUSINESS

ORDINANCE NO. 2576-08/09

MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES MAY 1, 2008 TO APRIL 30, 2009 KNOWN AS THE LEVY ORDINANCE

Motion by Council Member Abel, seconded by Council Member Dunn, that Ordinance No. 2576-08/09 be adopted. City Manager Dennis Kief presented the numbers for the proposed City tax rate reduced to 1.2645% = \$1.265/\$100 EAV. The estimated City EAV would increase the overall Levy to \$5,668, 196. In a power point presentation he gave a brief history of the changes suggested from first presented the Public Hearing on November 24 to amended pension and Library figures, leaving \$370,000 less in the General Fund.

Council Member Blanchard made a motion to amend the ordinance as follows: Reduce Police and Fire Protection amounts each from \$920,125 to \$845,174 and reduce the total levy from \$5, 668,196 to \$5,630,870. A 5% increase from 2007 not 5.69%. Mayor Pro-tem Jones asked for a second to the motion 3 times. Motion failed.

Council Members spoke to; the importance of keeping the Fire and Police Pensions funded at 103% and 105% for aging work force; the respect for communications between staffs recommendations and Council's amendments in arriving at a responsible compromise; and responsibility to tax payers in lowering the property tax rate to 1.26. On roll call vote, Ayes, Strand, Kortkamp, Dunn, Abel, and Jones; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 1568-~~A175~~- A176-08/09

PROVIDING FOR THE REZONING CERTAIN PROPERTY

Motion by Council Member Blanchard, seconded by Council Member Abel, that Ordinance No. 1568-A176-08/09, be adopted. A recommendation from the Pekin Planning Commission to approve the rezoning of 1022 Washington Street from R-4 to OS-1 for the purpose of constructing a parking lot to accommodate Pekin Prescription Lab. Council Member Strand thanked John Neumann for is efforts in resolving traffic issues. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A289-08/09

AMENDING TITLE 8, CHAPTER 4, SECTION 3F. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING HANDICAPPED SPACES

Motion By Council Member Strand, seconded by Council Member Kortkamp, that Ordinance No. 1462-A289 be adopted. A recommendation of the Traffic Safety Committee to place a handicapped parking space on Buena Vista at the request of St. Paul's Church. On roll call vote, all present voted Aye

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members expressed sympathy in the death of Mayor Tebben and extended condolences to the family. It was noted that the Council would deliberate diligently in their responsibility to appoint a person to fill the vacant position.

Council Members noted the importance of sharing the meaning of the holiday season with less fortunate families that are laid off work by supporting the food banks, shelters, and energy assistance programs.

The community was encouraged to attend the Pekin Insurance Holiday Basketball Tournament, 2nd oldest event in the State of Illinois.

Director of Solid Waste Greg Ranney informed the Council and Public that holiday garbage collection would be delayed one day and that Christmas trees would be picked up through January 16, 2008.

EXECUTIVE SESSION

Motion by Council Member Abel, seconded by Council Member Strand, that **Council move to Executive Session** at 6:00 P.M. to discuss 5 ILCS 120/2 (c.) 3. Selection, Appointment, Performance, Discipline, or a Vacancy in a Public Office and 5 ILCS 120/2 (c.) 5. The purchase or lease of real property for the use of the public body. On roll call vote, all present voted Aye.

No further business to come before the Council, in open session, Mayor Pro-tem Jones called the meeting closed.

COUNCIL ADJOURNED AT 6:30 P.M.

Sue E. McMillan
City Clerk

BUILDING REPORT 2003

MONTH	1	DWELLINGS	2	GARAGES	3	MULTI-FAMILY	4	COMMERCIAL	5	COMMERCIAL REMODELING	6	RESIDENTIAL REMODELING	7	MISC.	8	RESIDENTIAL DEMOLITIONS	9	COMMERCIAL DEMOLITIONS	BUILDING DOLLARS	BLDG PERMITS
JANUARY	3.00	\$576,438						5.00	\$430,000	11.00	\$181,339	2.00	\$11,000			1.00	\$0		\$1,207,777	22.00
FEBRUARY								2.00	\$35,045	16.00	\$385,850	1.00	\$2,400						\$422,995	20.00
MARCH	3.00	\$841,938	1.00	\$5,000	1.00	\$21,450	1.00	\$32,000	2.00	\$2,500	21.00	\$176,050	4.00	\$0,815	1.00	\$0			\$1,658,753	34.00
APRIL			6.00	\$66,425			1.00	\$735,995	5.00	\$145,500	16.00	\$119,545	48.00	\$101,667	1.00	\$0			\$1,169,042	77.00
MAY	3.00	\$631,080	5.00	\$58,000				3.00	\$105,600	18.00	\$360,638	61.00	\$111,081						\$1,206,399	90.00
JUNE	2.00	\$305,930	6.00	\$100,000				11.00	\$478,271	27.00	\$311,278	47.00	\$104,389	2.00	\$0				\$1,299,858	95.00
TOTAL 6 MO.	11.00	2,355,386	18.00	279,425	1.00	21,450	2.00	767,995	28.00	1,205,916	109.00	1,474,400	153.00	340,352	4.00	\$0	\$0	\$0	\$6,394,834	338.00
JULY	5.00	\$903,180						7.00	\$318,300	20.00	\$230,747	44.00	\$141,000						\$1,413,227	76.00
AUGUST	4.00	\$608,540	6.00	\$41,027				6.00	\$105,203	18.00	\$175,762	10.00	\$102,517						\$1,093,047	44.00
SEPTEMBER	7.00	\$1,046,179	2.00	\$13,800			2.00	\$1,113,000	6.00	\$51,046	12.00	\$52,435	14.00	\$15,127	1.00	\$0	1.00	\$0	\$2,291,587	45.00
OCTOBER	1.00	\$351,280	4.00	\$39,511			1.00	\$79,000	4.00	\$27,986	18.00	\$300,250	17.00	\$38,162		\$0			\$827,189	46.00
NOVEMBER	1.00	\$236,675						7.00	\$3,022,715	10.00	\$102,134	5.00	\$61,936		\$0				\$2,415,460	28.00
DECEMBER								7.00	\$220,854	7.00	\$81,500	3.00	\$13,047						\$315,401	17.00
TOTAL 6 MO.	18.00	\$3,097,854	12.00	\$94,238	0.00	\$0	3.00	\$1,483,000	37.00	\$2,766,102	85.00	\$942,878	93.00	\$371,789	6.00	\$0	\$0	\$0	\$8,455,911	256.00
YEAR	29	\$5,453,240	30.00	\$323,763	1.00	\$21,450	5.00	\$1,950,995	65.00	\$3,972,018	194.00	\$2,417,228	256.00	\$712,141	10.00	0.00	3.00	0.00	\$14,850,745	\$94,000

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service; and

WHEREAS, citizens of Illinois and across the country honor Dr. King's legacy each year in January; and

WHEREAS, Dr. King recognized that everybody can be great because everybody can serve, and, during his lifetime, encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, Martin Luther King Day focuses on bringing people together and breaking down the barriers that have divided us as a nation; and

WHEREAS, thousands of Illinois residents will commemorate the significance of Martin Luther King Day by performing community service that benefits communities and neighborhoods, and provides a fitting memorial to the life of Dr. Martin Luther King, Jr.

NOW, THEREFORE, BE IT RESOLVED that I, JAMES E. "JIM" JONES, Mayor Pro-tem, City of Pekin, Illinois, do hereby proclaim January 19th, 2009, as

"DR. MARTIN LUTHER KING JR. DAY"

in the City of Pekin, Tazewell County, Illinois, urge citizens to recognize it as a day of service throughout Illinois, as well as a day to honor this profound and influential civil rights leader.

ADOPTED, this 12th day of January, in the Year of Our Lord, Two Thousand and Nine.

JAMES E. "JIM" JONES
Mayor Pro-tem

ATTEST:

SUE E. MCMILLAN
City Clerk

RESOLUTION NO. 66-08/09

January 12,

2009

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's reappointment of David Volz to the Pekin Housing Authority Board

for a 5-year term ending January 14, 2014 is approved.

7 Gale Court

Pekin, IL 61554

347-8505



SIGNED BY _____

MAYOR.

HOUSING BOARD

5:30 P.M. 2ND TUESDAY OF THE MONTH (HOUSING OFFICE)

SHIRLEY MOORE
205 PARK RIDGE LANE
346-7996 TERM ENDS JANUARY 14, 2010

KARL JORDAN
1827 VALLE VISTA
347-1391 TERM ENDS JANUARY 14, 2011

ROBERT SMALL
803 PARK AVENUE
347-7993 TERM ENDS JANUARY 14, 2012

ANN J. TRUMPY
1014 FLORENCE
688-7481 (office)..... TERM ENDS JANUARY 14, 2013

DAVID VOLZ
7 GALE COURT
655-2862 (office)
347-8505 TERM ENDS JANUARY 14, 2014

DENNIS GREEN, DIRECTOR
PEKIN HOUSING
1901 BROADWAY
346-7996

RESOLUTION No. 67-08/09

January 12,

2009

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's reappointment of Dr. Dora lee Ho and Bernie Riley to the

Human Relations Commission/Coalition for Equality for a 3-year term ending

January 15, 2014 is approved.

1609 GINGOTEAGUE WAY

2001 Westgate

Pekin, IL 61554

Pekin, IL 61554

346-8611

346-6316



SIGNED BY _____

MAYOR.

DR. DORA LEE HO
1609 GINGOTEAGUE WAY
346-8611

TERM ENDS JANUARY 25, 2012

BERNIE RILEY
2001 WESTGATE
346-6316

TERM ENDS JANUARY 25, 2012

HUMAN RELATIONS COMMISSION/COALITION FOR EQUALITY

4:00 P.M. 2ND TUESDAY OF THE MONTH (YWCA)

LEN EALEY
1610 HOLIDAY DRIVE
477-4714 TERM ENDS JANUARY 25, 2010

MARYALYCE HOFSESS
301 S. 4TH STREET
347-7111 ext. 224 (office) TERM ENDS JANUARY 25, 2010

MELINDA FIGGE
Director of Pekin Coalition for Equality/Executive Director of Pekin YWCA
315 BUENA VISTA
347-2104 (office) TERM ENDS JANUARY 25, 2011

MAUREEN NAUGHTIN
1924 HIGHWOOD
353-6388 TERM ENDS JANUARY 25, 2011

KATHY KELLER
2 RAINBOW DRIVE
353-5792 TERM ENDS JANUARY 25, 2011

DR. DORA LEE HO
1609 GINGOTEAGUE WAY
346-8611 TERM ENDS JANUARY 25, 2012

BERNIE RILEY
2001 WESTGATE
346-6316 TERM ENDS JANUARY 25, 2012

CITY OF PEKIN
PEKIN, ILLINOIS

OFFICE OF CITY CLERK

AS OF JANUARY 1, 2009

MEETINGS OF OFFICIAL BODY OF
THE CITY OF PEKIN, ILLINOIS
HELD IN CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
CITY COUNCIL

2 ND AND 4TH MONDAY OF EACH MONTH UNLESS INDICATED

JANUARY 12, 2009

JANUARY 26, 2009

FEBRUARY 9, 2009

FEBRUARY 23, 2009

MARCH 9, 2009

MARCH 23, 2009

APRIL 13, 2009

APRIL 27, 2009

MAY 11, 2009

**MAY 25, 2009 (Memorial Day
move to Tuesday May 26, 2009)**

JUNE 8, 2009

JUNE 22, 2009

JULY 13, 2009

JULY 27, 2009

AUGUST 10, 2009

AUGUST 24, 2009

SEPTEMBER 14, 2009

SEPTEMBER 28, 2009

**OCTOBER 12, 2009 (Columbus Day move to
Tuesday October 13, 2009)**

OCTOBER 26, 2009

NOVEMBER 9, 2009

NOVEMBER 23, 2009

DECEMBER 14, 2009

DECEMBER 28, 2009

CITY OF PEKIN
PEKIN, ILLINOIS

OFFICE OF CITY CLERK

AS OF JANUARY 1, 2009

MEETINGS OF OFFICIAL BODIES OF
THE CITY OF PEKIN, ILLINOIS
HELD IN CITY HALL COUNCIL CHAMBERS OR CONFERENCE ROOMS
111 SOUTH CAPITOL STREET
UNLESS OTHERWISE INDICATED

CITY COUNCIL

5:30 P.M. 2ND AND 4TH MONDAY OF THE MONTH

PEKIN PLANNING COMMISSION/SUBCOMMITTEE 5:30 P.M.

6:30 P.M. 2ND WEDNESDAY OF THE MONTH

ZONING BOARD OF APPEALS

5:00 P.M. 2ND WEDNESDAY OF THE MONTH AS NEEDED

FIRE AND POLICE COMMISSION

7:30 A.M. 1ST WEDNESDAY OF THE MONTH

PEKIN MUNICIPAL AIRPORT COMMISSION

3:00 P.M. 2ND WEDNESDAY OF THE MONTH (MUNICIPAL AIRPORT)

FIREMEN'S PENSION FUND BOARD

10:00 A.M. 4TH FRIDAY OF JANUARY, APRIL, JULY, AND OCTOBER

PEKIN PUBLIC LIBRARY BOARD

5:00 P.M. 4TH TUESDAY OF THE MONTH (LIBRARY)

POLICE PENSION BOARD

JANUARY, APRIL, JULY AND OCTOBER

ELECTRICAL COMMISSION

7:00 P.M. FIRST THURSDAY FEBRUARY, MAY, AUGUST AND NOVEMBER
(CONFERENCE ROOM)

HOUSING BOARD

5:30 P.M. 2ND TUESDAY OF THE MONTH (HOUSING OFFICE)

LIQUOR COMMISSION

3:00 P.M. 4TH THURSDAY OF THE MONTH

SAFETY COMMITTEE

9:30 A.M. FIRST TUESDAY OF EVERY OTHER MONTH

MAYOR'S ADVISORY FOR PERSONS WITH DISABILITIES

4:00 P.M. 2ND THURSDAY OF THE MONTH

TRAFFIC SAFETY COMMITTEE

8:30 A.M. 1ST FRIDAY OF THE MONTH

HUMAN RELATIONS COMMISSION/COALITION FOR EQUALITY

4:00 P.M. 2ND TUESDAY OF THE MONTH (YWCA)

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

7:00 A.M. 3RD TUESDAY OF THE MONTH

PEKIN TOURISM, CONVENTION AND VISITORS COMMITTEE

4:00 P.M. 3RD TUESDAY OF THE MONTH

U.S. Office of Personnel Management

Ensuring the Federal Government has an effective civilian workforce

Operating Status

- [Main](#)
- [Current Status](#)
- [Download Policy \[PDF\]](#)
- [Holidays](#)

[2020](#) | [2019](#) | [2018](#) | [2017](#) | [2016](#) | [2015](#) | [2014](#) | [2013](#) | [2012](#) | [2011](#) | [2010](#) |
[2009](#)
[2008](#) | [2007](#) | [2006](#) | [2005](#) | [2004](#) | [2003](#) | [2002](#) | [2001](#) | [2000](#) | [1999](#) | [1998](#) |
[1997](#)

2009 Federal Holidays

Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a nonworkday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

Thursday, January 1	New Year's Day
Monday, January 19	Birthday of Martin Luther King, Jr.
Monday, February 16*	Washington's Birthday
Monday, May 25	Memorial Day
Friday, July 3**	Independence Day
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, December 25	Christmas Day

NOTE: Inauguration Day, January 20, 2009, falls on a Tuesday. An employee who works in the District of Columbia, Montgomery or Prince George's Counties in Maryland, Arlington or Fairfax Counties in Virginia, or the cities of Alexandria or Falls Church in Virginia, and who is regularly scheduled to perform nonovertime work on Inauguration Day, is entitled to a holiday. (See 5 U.S.C. 6103(c).) There is no in-lieu-of-holiday for employees who are not regularly scheduled to work on Inauguration Day.

* This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

** July 4, 2009 (the legal public holiday for Independence Day), falls on a Saturday. For most Federal employees, Friday, July 3, will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).)

CYBERDRIVEILLINOIS



JESSE WHITE
SECRETARY OF STATE
AND STATE LIBRARIAN

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Illinois State Library

[Home](#) > [Departments](#) > [Library](#) > [Who We Are](#) > 2009 State Holidays

2009 State Holidays

New Years January 1

Martin Luther King Day January
19

Lincoln's Birthday February 12

Washington's Birthday February
16

Memorial Day May 25

Independence Day July 3

Labor Day September 7

Columbus Day October 12

Veteran's Day November 11

Thanksgiving November 26 & 27

Christmas December 24 & 25

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REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: City of Pekin TIF 1 (Time) Extension

AGENDA DATE REQUESTED: January 12, 2009

ACTION REQUESTED: No Action, Public Hearing Only

BACKGROUND: In 1986 the City of Pekin (with the support of the other taxing bodies) created a Tax Increment Financing District (TIF) in the downtown area. State statutes allowed for that TIF to remain in existence until 2009 (23 year life). With the support of all of the taxing bodies, the City of Pekin secured State legislative approval to extend the life of the TIF up to an additional 12 years. This additional 12 years is limited to the property tax portion of the TIF program. The sales tax portion of the TIF program will expire earlier, in 2013.

Previously, the City also had a TIF 2 (north-side) that was closed down prior to end of its 23 life; therefore putting properties back on the tax rolls earlier than expected. This could occur in TIF 1, which is why we emphasize up to 12 years (2021).

FINANCIAL IMPACT: Tool to spur downtown/riverfront development

NEIGHBORHOOD CONCERNS: No negative impact received after letters sent to all residents within 700 feet of the TIF 1 boundaries.

IMPACT IF APPROVED: No approval at this meeting, agreement on 1/26/09 agenda

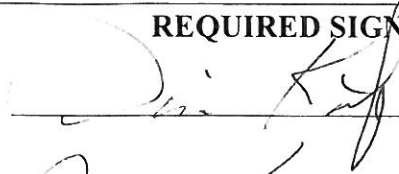
IMPACT IF DENIED: Life of TIF not extended

ALTERNATIVES: N/A

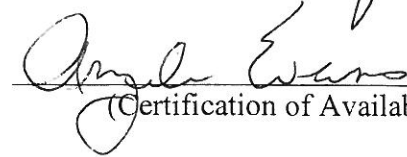
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

REQUIRED SIGNATURES

Department Director

 1/6/09

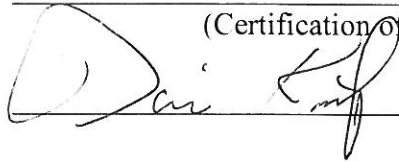
Finance Department

 1-6-09
(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager

 1/7/09



City of Pekin, Illinois
2008 Amendment to the Tax Increment Redevelopment
Plan and Project for the
Central Business District Redevelopment Project Area

The City of Pekin is considering adoption of an Amendment to the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Business District Redevelopment Project area ("Plan Amendment") pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. Seq.) (the "Act"). The proposed Plan Amendment extends the estimated date for completion of redevelopment project, as authorized by P.A. 93-0747, updates estimated redevelopment project costs, and contains other information pursuant to the Act.

This notice also includes the following information:

1. The City will hold a public hearing concerning the Plan Amendment on January 12, 2009, at City Hall, 111 S. Capitol Street, Pekin, Illinois, at 5:30 p.m.
2. In order to implement the activities covered by the Plan Amendment, the Plan Amendment must be adopted by the City Council.
3. The boundaries of the Redevelopment Project Area are as follows:
4. The 2008 Amendment to the TIF Redevelopment Plan and Project for the Central Business District Project Area provides for public investment in site preparation, street and alley improvements and other TIF-eligible activities to facilitate reinvestment on the part of private enterprise. A copy of the Plan Amendment, which includes a boundary map of the Project Area, is available for public inspection at the City Clerk's office located at City Hall.
5. All interested persons will be given an opportunity to be heard at the public hearing.

We are interested in any comments you may have regarding this proposed TIF program.

CITY OF PEKIN, ILLINOIS
 OUTLINE OF DISCUSSION OF ANNUAL FINANCIAL STATEMENTS
FOR THE YEAR ENDED APRIL 30, 2008
 (Numbers are rounded)

Page				
Reference	<u>Balance Sheet/Statement of Net Assets</u>	<u>4/30/08</u>	<u>4/30/07</u>	<u>4/30/06</u>
13,17	Cash and investments	\$ 23,522,000	\$ 20,730,000	\$ 17,711,000
	Receivables (taxes, accounts, loans)	6,462,000	6,376,000	5,823,000
	Accounts payable and accrued wages	1,490,000	1,141,000	932,000
	Current assets in excess of current liabilities	28,494,000	25,965,000	22,602,000
	 <u>Revenues & Expenditures</u>	 <u>FY08</u>	 <u>FY07</u>	 <u>FY06</u>
15	Governmental Funds:			
	Total revenues (P. 65)	\$ 26,925,000	\$ 29,147,000	\$ 25,186,000
	Expenditures:			
	Current	23,534,000	22,368,000	21,770,000
	Debt service	969,000	981,000	592,000
	Capital outlay	1,395,000	3,575,000	1,146,000
	Total expenditures (P. 64)	25,898,000	26,924,000	23,508,000
	Excess revenues before transfers	\$ 1,027,000	\$ 2,223,000	\$ 1,678,000
	 <u>Proprietary Funds:</u>			
18	Total revenues	\$ 4,684,000	\$ 4,681,000	\$ 4,120,000
	Operating expenses	(3,316,000)	(3,001,000)	(2,639,000)
	Depreciation	(746,000)	(732,000)	(754,000)
	Net income before transfers	\$ 622,000	\$ 948,000	\$ 727,000

CITY OF PEKIN, ILLINOIS
SCHEDULE OF ACTIVITIES-CORE GOVERNMENTAL SERVICES*
FOR THE YEAR ENDED APRIL 30, 2008

	<u>FY 2008</u>	<u>FY 2007</u>	<u>FY2006</u>
Core governmental services:			
General government/administration	\$ 1,556,899	\$ 1,361,926	\$ 1,759,004
Public safety	11,215,276	10,508,991	9,680,050
Public lands and buildings	767,345	750,801	598,617
Zoning and inspections	451,477	390,833	319,550
Public works	218,113	148,087	115,871
Streets (Street Dept. and MFT)	2,850,716	2,873,107	2,090,545
Sanitation (incl. Debt service)	1,783,033	1,561,248	1,403,518
Planning and development	130,584	143,045	55,402
Visitors bureau	61,890	56,942	75,318
Debt service (General Fund)	463,466	460,347	340,771
Total expenditures	<u>\$ 19,498,799</u>	<u>\$ 18,255,327</u>	<u>\$ 16,438,646</u>
General revenues:			
Charges for services	\$ 1,198,604	\$ 1,579,843	\$ 1,422,820
Operating grants	246,027	452,593	642,325
Property taxes	1,833,946	1,792,506	1,749,642
Sales tax-state	5,505,752	5,402,940	5,225,865
Sales tax-local (sales & motel taxes)	4,184,225	3,877,245	3,179,118
State income tax	3,189,883	2,920,181	2,618,891
State replacement tax	1,363,482	1,244,196	1,181,617
Motor fuel tax-state	945,211	982,373	976,137
Motor fuel tax-local (1/2 of total)	297,078	314,971	345,126
Telecommunication tax	1,231,410	1,146,266	1,160,005
Foreign fire insurance tax	23,561	25,073	25,459
Franchise fees	502,519	415,310	408,479
Investment earnings	442,393	539,278	294,564
Other	30,800	102,743	99,702
Total revenues	<u>\$ 20,994,891</u>	<u>\$ 20,795,518</u>	<u>\$ 19,329,750</u>
Net revenues over expenditures	<u>\$ 1,496,092</u>	<u>\$ 2,540,191</u>	<u>\$ 2,891,104</u>

*This schedule excludes operations of the Library Fund, the HUD Fund, the TIF/CBD Fund, and capital expenditures.

This schedule excludes operations of the Sewerage Fund because its revenues are generated by user fees.

Page
Reference
33-34

Debt Service Schedule

	Balance <u>4/30/07</u>	<u>Additions</u>	<u>Retirements</u>	Balance <u>4/30/08</u>
<u>General Obligation Debt</u>				
Series 2003 (General)	\$ 670,000	\$ -	\$ 125,000	\$ 545,000
Note payable (General)	310,000	-	-	310,000
Series 2004 Refunding (TIF)	1,095,000	-	170,000	925,000
Series 2004 (General-34%) (TIF-49%) (Sanitation-17%)	2,522,597	-	368,750	2,153,847
Series 2005 (General)	896,000	-	112,000	784,000
Total	<u>\$ 5,493,597</u>	<u>\$ -</u>	<u>\$ 775,750</u>	<u>\$ 4,717,847</u>

Page
Reference
34

ANNUAL DEBT SERVICE REQUIREMENTS

Year Ending <u>April 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2009	\$ 1,065,750	\$ 166,029	\$ 1,231,779
2010	765,750	138,015	903,765
2011	775,750	108,955	884,705
2012	780,750	79,036	859,786
2013	795,750	48,392	844,142
2014	422,097	17,798	439,895
2015	112,000	5,880	117,880
Total	<u>\$ 4,717,847</u>	<u>\$ 564,105</u>	<u>\$ 5,281,952</u>

CITY OF PEKIN, ILLINOIS
ANALYSIS OF VARIOUS TAX REVENUES BY MONTH*
2007 AND 2008

		Month Received								8-Month
		<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Totals</u>
<u>State Sales Tax</u>		2008 \$ 406,508	\$ 433,050	\$ 431,606	\$ 458,033	\$ 451,609	\$ 455,823	\$ 442,346	\$ 426,469	\$ 3,505,444
	2007	402,505	436,045	454,717	450,581	466,197	435,909	436,155	449,249	3,531,358
<u>State Use Tax</u>		2008 33,684	43,127	39,769	36,569	44,945	37,623	47,380	43,043	326,140
	2007	28,656	34,930	35,630	38,765	45,495	33,413	35,150	38,211	290,250
<u>Local Sales Tax</u>		2008 291,754	323,412	326,279	362,192	352,315	346,024	363,761	325,751	2,691,488
	2007	269,146	328,083	331,649	357,247	347,516	327,720	377,026	319,624	2,658,011
<u>State Income Tax</u>		2008 515,606	275,620	-	305,115	177,910	171,047	-	494,222	1,939,520
	2007	-	725,642	279,812	-	167,956	172,285	-	482,182	1,827,877
<u>State Replacement Tax</u>		2008 285,859	-	228,867	125,100	-	204,292	-	65,976	910,094
	2007	251,468	-	250,447	110,466	-	229,523	-	97,590	939,494
<u>Telecommunications Tax</u>		2008 100,151	89,114	101,971	103,707	109,003	99,359	100,990	103,730	808,025
	2007	95,652	95,134	91,329	102,688	104,148	96,252	136,333	106,696	828,232
Grand Total 2008										10,180,711
Grand Total 2007										10,075,222

*Information taken from vendor warrants issued by State of Illinois Comptroller's Office.



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Tim Gillespie

AGENDA ITEM: Intergovernmental Agreement for Police Protection Services

AGENDA DATE REQUESTED: January 12, 2009

ACTION REQUESTED: Renew the agreement between the PHA and the City for police protection services for the Housing Authority of the City of Pekin

BACKGROUND: Annual agreement

FINANCIAL IMPACT: \$ City reimbursed by the PHA at the rate of \$25.00 per hour for each officer's labor

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: \$

IMPACT IF DENIED:

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

REQUIRED SIGNATURES

Department Director

Timothy M. Gillespie

1-7-09
Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

INTERGOVERNMENTAL AGREEMENT FOR POLICE PROTECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 12th day of January, 2009, by and between the HOUSING AUTHORITY OF THE CITY OF PEKIN, a municipal corporation, hereinafter referred to as the "PHA", and the CITY OF PEKIN, a municipal corporation and body politic, hereinafter referred to as the "CITY",

WITNESSETH:

WHEREAS, both the PHA and the CITY 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 undertaking to perform jointly any governmental purpose or undertaking, which either of them could do singularly.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the PHA and the CITY as follows, that:

1. The CITY shall authorize its police officers to provide police protection services to residents of the PHA when not scheduled to work for the City between the months of February, 2009 through January, 2010.

Police officers who choose to do so will provide the services as part-time employees of The PHA.

2. PHA shall pay the police officers at the rate of \$25 per hour for each officer's labor. PHA shall withhold all applicable payroll taxes.
3. PHA will designate the times and dates said services will be provided and who shall provide said services.
4. PHA shall carry workers compensation insurance in the limits required by law on all CITY police officers who perform work pursuant to this Agreement, but only for claims which may arise as a result of performing duties in accordance with this Agreement:
5. The CITY shall hold PHA harmless from and indemnify them, their commissioners, officers, employees and agents of and from any liability or claims which may arise from any third party who makes a claim against PHA as a result of any officer's action or conduct while performing duties pursuant to this Agreement. Further, CITY agrees, during the course of this Agreement, to maintain its self insurance program or to name PHA as "additional insured" on CITY's public liability insurance policy and said policy shall be of limits not less than One Million Dollars (\$1,000,000.00).
6. This Agreement has been approved by the City Council of the City of Pekin and the PHA Board of Commissioners, at a duly conducted meeting of each.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement as of the day and year first above written.

FOR THE CITY OF PEKIN

ATTEST

By: _____
its Mayor

By: _____
its City Clerk

FOR THE HOUSING AUTHORITY OF THE
CITY OF PEKIN

ATTEST:

By: _____
Karl Jordan Chairman

By: _____
Dennis Green
Secretary



REQUEST FOR COUNCIL ACTION

To: Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Illinois Adventure Guide Ad Campaign

AGENDA DATE REQUESTED: January 12th, 2009

ACTION REQUESTED: Motion to approve participation in the amount of \$10,000.00

BACKGROUND: Requesting approval of this media partnership campaign. This is part of the State of Illinois Tourism spring newspaper insert and brochure ads in fall newspaper. The ad campaign has a circulation of 1.2 million with a targeted demographic of \$75,000 per year average household income. This reaches households in the Greater Chicago area including Milwaukee, Quad Cities, Indianapolis, and as far south as Paducah Ky. Funding comes from the Hotel/Motel Tax budgeted line item.

FINANCIAL IMPACT: \$10,000.00 (Budgeted line item from Hotel/Motel Tax Revenue)

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Ad provides awareness of our community and tourism opportunities

IMPACT IF DENIED: Lack of exposure of our community as a place to visit or locate.

ALTERNATIVES: No options available

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme. Boost in added income for local restaurants, shopping, and gas.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



REQUEST FOR COUNCIL ACTION

To: Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Participation in the Central Illinois Retail Study

AGENDA DATE REQUESTED: January 12th, 2009

ACTION REQUESTED: Approval for Retail Studies for Downtown / Riverfront & Derby Street

BACKGROUND: We are recommending approval of the contract between the City of Pekin and Heartland Partnerships to participate in the joint retail study for Central Illinois. The amount of \$5,761 per site, is for the Pekin studies that will provide information needed for successful retail strategies, provide leakage analyses, focused retail attraction and retention strategies for Pekin. Teska Associates, Inc were selected to conduct the Regional Retail Strategy Studies. The price per site is based upon 9 total regional locations. If less than 9 the price is \$9,971 per location. At completion of the study, and if we find it very successful, staff, with the approval of council, may consider 1 or 2 additional locations.

FINANCIAL IMPACT: \$5,761.00 from the TIF Budget (Riverfront / Downtown Study) & \$5,761.00 from the Economic Development Budget FY09 (Derby Street Study)

IMPACT IF APPROVED: Provides us with retail specific marketing tools and contact information on specific retailers. The leakage report not only reflects dollars lost but identifies the retail market demand or needs. Teska will then provide us with custom marketing packages specific to each site location.

IMPACT IF DENIED: These studies if done individually can run in the neighborhood of \$40,000 to \$65,000

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme.

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date



Community Planning

Site Design

Development Economics

Landscape Architecture

December 12, 2008

Ms. Cindy Patterson
Economic Development Council for Central Illinois
100 SW Water Street
Peoria, IL 610602

DRAFT

Dear Ms. Patterson:

Teska Associates, Inc. (Teska) and Valerie S. Kretchmer Associates Inc. (VSKA) are very pleased to have been selected for the Central Illinois Regional Retail Study. The Retail Study will provide the EDC and communities the information needed for successful retail strategies, provide leakage analyses for each proposed site, and provide focused retail attraction and retention strategies for each community.

We are excited to begin this project as soon as possible, but understand that communities may need to seek local approval for commitment of funds. We therefore propose an initial contract to cover the following initial steps, as outlined in the Teska/VSKA proposal dated October 31, 2008:

1) Develop walk-time/drive time trade areas for targeted development/redevelopment sites, site visits, and interviews.

The Consultant Team will meet with representatives of each community to gain a better understanding of each site and the competitive environment. We will conduct a kick-off meeting, tour the sites, and conduct approximately 10 interviews with developers, brokers, retailers, and property owners. We will define trade areas for each proposed site based on five and ten minute drive times, and adjust for any major barriers in the trade area.

2) Assess the retail potential of each targeted development/redevelopment site.

Based on the trade area demographics, we will prepare estimates of retail sales potential by store type on a per household and aggregate basis. The sales potential data will be compared to the estimated retail sales for each of the trade areas. We will compare the data from Nielson/Claritas with Illinois Department of Revenue sales tax data.

3) Conduct a leakage/surplus analysis of the trade area for targeted sites.

We will prepare an analysis of retail leakage or surplus for each location for each type of retail good to determine areas with the greatest leakage or surplus. Leakage categories can be targeted to attract retailers whose goods are currently underserved in the market. There may be other areas of retail surpluses that are local strengths that may attract other retailers that want to cluster as a destination location. Specific retail niches will be identified in the study.

Deliverables will include:

- Site Visit
- 10 interviews
- Tours of each proposed site with municipality
- Kick-off meeting
- Definition of trade areas for each site

- Interview summary
- Retail demand for each site
- Leakage analysis for each site.

The cost for these tasks will be \$23,000. This is a not-to-exceed contract based on the assumption of four sites. The cost includes all personnel, data expenses, and travel expenses. Billing will be made monthly based on deliverables produced for the project.

Page | 2

Additional Phases

The total cost of the project will not increase as a result of breaking down the scope into phases. The full cost of all tasks outlined in the Teska/VSKA October 31 proposal is \$51,855, assuming a total of nine sites. The total cost per site is approximately \$5,700 per site for nine sites. The total cost for five sites will be \$49,855, and the total cost for twelve sites will be \$59,355. The costs per site vary based on the fact that there are initial costs for the number of trips and data expenses. We will be able to do the full project at the same initial cost estimate if all communities sign on to the project before the end of the first phase.

Additional tasks of the full scope include:

- Develop profiles of customers for each targeted site
- Match customer profiles with profiles of retailers and recommend specific retailers
- Prepare custom marketing packages for each site (twenty copies)
- Provide general marketing assistance
- Provide specific recommendations for near-term actions for retail attraction and retention

Written authorization from the EDC will be needed prior to proceeding with the additional phases.

In addition, municipalities may want additional tasks, such as prospective site plans for targeted sites that can be used to attract investors and retailers, zoning analyses, etc. These will be contracted directly with the municipalities that may request such services, at a reduced cost due to their inclusion in this study.

Attached is a draft Agreement for the services outlined in this letter. Please call with any questions, or sign and return the Agreement. Thank you and we look forward to working with you, the EDC, and the municipalities.

Sincerely,



Scott Goldstein, AICP
Principal

Teska Associates, Inc.

AGREEMENT BETWEEN
ECONOMIC DEVELOPMENT COUNCIL FOR CENTRAL ILLINOIS
AND
TESKA ASSOCIATES, INC.

DRAFT

This AGREEMENT made and entered into this _____ day of December, 2008 by and between the Economic Development Council for Central Illinois, an Illinois corporation with offices at 100 SW Water Street, Peoria, IL 61602, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

Page | 3

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with a market study, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform in a good and professional manner those services outlined in attached letter, dated December 12, 2008 a copy of which is attached hereto and incorporated in this Agreement.

The CONSULTANT shall retain the services of Valerie S. Kretchmer Associates, Inc. as a SUBCONSULTANT to provide professional services in support of this AGREEMENT.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in attached letter dated December 12, 2008. The CLIENT designates _____ to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign Scott L. Goldstein as Principal-in-Charge with respect to the work to be performed under this agreement.

C. Compensation

The total, not-to-exceed expenses for the first phase of services is \$23,000. This fee includes all expenses for Tasks 1-3 outlined in the attached letter dated December, 12, 2008. Additional phases of the contract will require written authorization from the CLIENT prior to the CONSULTANT proceeding on the tasks.

Page | 4

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.585 per mile, long distance telephone calls outside the metropolitan area, cellular phone call charges, reproduction, subcontractors, etc.).

An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly, breaking down all work by specific project.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

Page | 5

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement.

H. Arbitration

All claims, disputes and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof, may be decided by arbitration in accordance with the Rules of the American Arbitration association then in force. This AGREEMENT shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in any court having jurisdiction thereof.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement. Page | 6

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S errors or negligence.

The CONSULTANT'S maximum liability, as a result of the CONSULTANT's errors or negligence, shall be limited to the limits of insurance coverage, including any legal fees or deductibles.

The CONSULTANT shall hold the Client harmless, protect and defend the CLIENT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are the result of the CONSULTANT'S errors or negligence.

L. Insurance.

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Business Automobile Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical expense Limit	\$5,000
Fire Damage, Any one Fire	\$50,000

Business Automobile

Combined Single Limits (each Accident)	\$1,000,000
Auto Medical Payments	\$5,000

Signed,

Name Title Date

DRAFT

Page | 7

Economic Development Council for Central Illinois

Name Title Date

Teska Associates, Inc.

Central Illinois Regional Retail Study

Summary and Examples of Work Products



Teska Associates, Inc. and Valerie S. Kretchmer Associates, Inc.

December 22, 2008



Valerie S. Kretchmer Associates, Inc.

Real Estate and Planning Consulting



Phase 1: Information Collection and Analysis

1

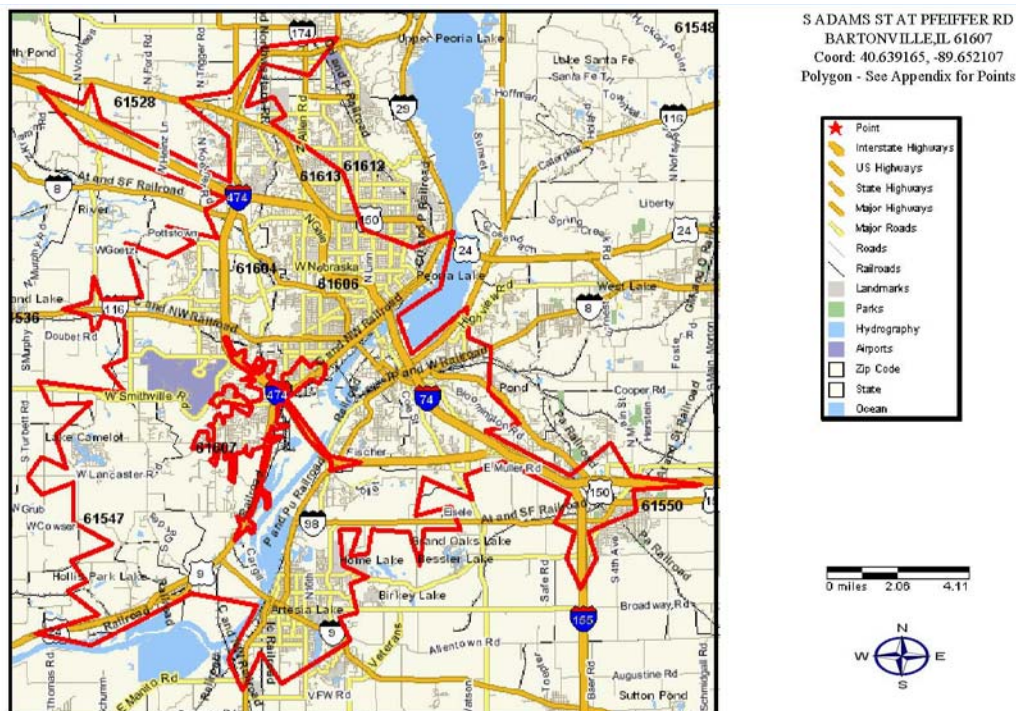
Task A. Develop walk-time/drive-time trade areas for each targeted development/redevelopment site, site visits, and interviews

The team will meet with the representatives of each community to gain a better understanding of each site and the competitive environment. During the site visit, the team will **organize a kick-off meeting with the EDC and municipalities involved in the study and conduct a site visit of all nine sites and trade areas.**

The Team will conduct 10-15 key person interviews. The purpose of the interviews is to inform the analysis and utilize the local knowledge of what to look for in the numbers. While national datasets provide a vast set of useful information, our experience is that the data may miss important local characteristics and conditions.

After completing the site visits and interviews, the Team will delineate trade areas for each of the nine target sites or areas. These could be five, ten, and fifteen minute drive-times, radii from the sites or customized trade areas based on the nature of each site or area. The trade areas indicate how far people are willing to travel to shop based on transportation, local customs and nearby retail areas. For example, Figure 1 shows the 5 and 15 minute drive times for the intersection of South Adams Street and Pfeiffer Road in Bartonville.

Figure 1: Bartonville 5 and 15 Minute Drive Time Trade Areas



Source: Nielson/Claritas for Teska Associates

Deliverables include:

- Definition and maps of trade areas (trade areas will be customized to meet local conditions)
- 10-15 interviews
- Summary of interviews

Example of Washington Park, Chicago Economic Development Overview

See attached example of preliminary information that was developed for a targeted area of the City of Chicago. The overview was used to develop recommendations, including defining the types of retail that could be attracted to the area and better selection of sites suitable to these types of retailers within the area.

Economic Development Overview

Based on Teska analysis of data from the 2000 U.S. Census and Claritas

Employment Status

53% Percent of population (age 16+) not in the labor force

76% Percent of civilian labor force that is employed

Employment by Industry

Industry	% of Total
Agriculture, Forestry, Fishing, Hunting & Mining	0.0%
Construction	3.0%
Manufacturing	6.1%
Wholesale Trade	0.9%
Retail Trade	10.1%
Transportation, Warehousing & Utilities	11.0%
Information	3.4%
Finance, Insurance & Real Estate	7.7%
Professional/Management	12.5%
Educational Services	6.2%
Health Care & Social Assistance	18.0%
Arts, Entertainment & Recreation	1.6%
Accommodations & Food Services	8.1%
Other Services (except Public Administration)	6.1%
Public Administration	5.5%
TOTAL	100.0%

Commuting to Work

52% Percent of workers (age 16+) who take public transportation to work

(remaining 48% take other means of transportation such as a car or bike)

Travel Time to Work	% of Total
0 minutes (work at home)	3.0%
Less than 5 minutes	1.3%
Less than 14 minutes	9.1%
15 to 29 minutes	18.5%
30 to 44 minutes	27.0%
45 to 59 minutes	16.5%
60 to 89 minutes	13.8%
90 minutes or more	10.9%
TOTAL	100.0%

13% Percent of workers (age 16+) who have a travel time to work of less than 15 minutes

68% Percent of workers (age 16+) who have a travel time to work 30 minutes or more

25% Percent of workers (age 16+) who have a travel time to work 60 minutes or more

Income

Income Level (2000)	# of Households	% of Households
Less than \$15,000	3,587	49.7%
Between \$15,000 & \$24,999	1,122	15.5%
Between \$25,000 & \$34,999	841	11.7%
Between \$35,000 & \$49,999	602	8.3%
Between \$50,000 & \$74,999	668	9.3%
Between \$75,000 & \$99,999	180	2.5%
Between \$100,000 & 199,999	147	2.0%
\$200,000 or more	71	1.0%
Total Households	7,218	100.0%

\$17,018 Median Household Income

\$9,188 Per Capita Household Income

50% Percent of all households with income less than \$15,000

77% Percent of all households with income less than \$35,000

Source: U.S. Census.

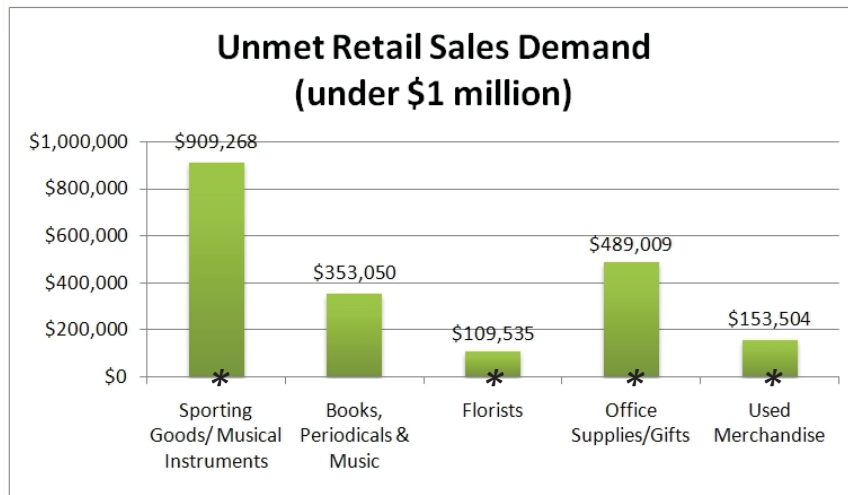
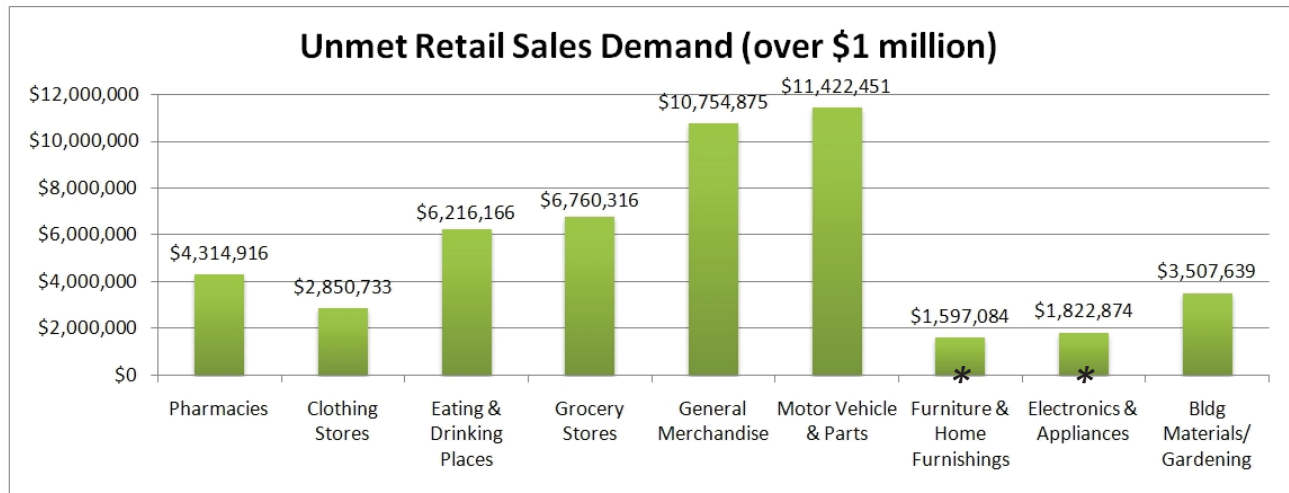
Trade Areas serving the Washington Park Neighborhood

The map below illustrates three trade areas serving the Washington Park Neighborhood. The trade areas are set at 1/2-mile, 1-mile, and 2-mile radii from the 59th St/Michigan Ave intersection, which is the approximate center of the neighborhood. The bar charts on page 3 and data tables on pages 4,5, and 6 relate to this map.



Source: Claritas.

Unmet Retail Sales Demand in Washington Park



82 cents of every dollar spent by Washington Park residents is spent outside the neighborhood.

The two bar charts illustrate unmet retail sales demand for common retail categories.

These unmet retail sales demands can be met by supporting local entrepreneurs and businesses as well as attracting new investment into the neighborhood.

** Note: Exactly 100% (or every cent of each dollar spent) of retail expenditures made by Washington Park residents in this particular retail category is spent outside the neighborhood.*

Retail Market Demand and Supply (0.5 mile radius)

Retail Stores	Demand (Consumer Expenditures)	Supply (Retail Sales)	Opportunity Gap/Surplus
Total Retail Sales Incl Eating and Drinking Places	76,128,609	16,663,368	59,465,241
Motor Vehicle and Parts Dealers-441	12,403,257	980,806	11,422,451
Furniture and Home Furnishings Stores-442	1,597,084	0	1,597,084
Electronics and Appliance Stores-443	1,822,874	0	1,822,874
Building Material, Garden Equip Stores -444	4,275,784	768,145	3,507,639
Food and Beverage Stores-445	12,260,641	9,371,764	2,888,877
Supermarkets, Grocery Stores-44511	10,736,677	3,976,361	6,760,316
Convenience Stores-44512	515,293	876,062	(360,769)
Beer, Wine and Liquor Stores-4453	600,993	4,204,988	(3,603,995)
Health and Personal Care Stores-446	5,189,724	123,437	5,066,287
Pharmacies and Drug Stores-44611	4,438,353	123,437	4,314,916
Cosmetics, Beauty, Perfume Stores-44612	190,768	0	190,768
Optical Goods Stores-44613	210,785	0	210,785
Other Health and Personal Care Stores-44619	349,818	0	349,818
Gasoline Stations-447	8,243,966	3,257,843	4,986,123
Clothing and Clothing Accessories Stores-448	4,423,200	431,875	3,991,325
Clothing Stores-4481	3,282,608	431,875	2,850,733
Men's Clothing Stores-44811	186,128	0	186,128
Women's Clothing Stores-44812	817,538	0	817,538
Childrens, Infants Clothing Stores-44813	299,721	0	299,721
Family Clothing Stores-44814	1,707,643	0	1,707,643
Shoe Stores-4482	745,960	0	745,960
Jewelry, Luggage, Leather Goods Stores-4483	394,632	0	394,632
Sporting Goods, Hobby, Book, Music Stores-451	1,331,086	68,768	1,262,318
Sporting Goods, Musical Inst Stores-4511	909,268	0	909,268
Book, Periodical and Music Stores-4512	421,818	68,768	353,050
General Merchandise Stores-452	10,870,377	115,502	10,754,875
Department Stores Excl Leased Depts-4521	4,987,148	0	4,987,148
Other General Merchandise Stores-4529	5,883,228	115,502	5,767,726
Miscellaneous Store Retailers-453	1,520,118	241,731	1,278,387
Florists-4531	109,535	0	109,535
Office Supplies, Stationery, Gift Stores-4532	489,009	0	489,009
Used Merchandise Stores-4533	153,504	0	153,504
Foodservice and Drinking Places-722	7,519,661	1,303,495	6,216,166
Full-Service Restaurants-7221	3,364,161	0	3,364,161
Limited-Service Eating Places-7222	3,284,758	1,303,495	1,981,263
Special Foodservices-7223	627,272	0	627,272
Drinking Places -Alcoholic Beverages-7224	243,469	0	243,469



Retail Market Demand and Supply: 1.0 mile radius

Retail Stores	Demand (Consumer Expenditures)	Supply (Retail Sales)	Opportunity Gap/Surplus
Total Retail Sales Incl Eating and Drinking Places	261,302,969	175,456,443	85,846,526
Motor Vehicle and Parts Dealers-441	41,940,653	34,189,072	7,751,581
Furniture and Home Furnishings Stores-442	5,427,154	0	5,427,154
Electronics and Appliance Stores-443	6,147,879	2,233,316	3,914,563
Building Material, Garden Equip Stores -444	16,349,445	1,890,857	14,458,588
Food and Beverage Stores-445	42,181,203	31,325,671	10,855,532
Supermarkets, Grocery Stores- 44511	36,925,968	17,609,021	19,316,947
Convenience Stores-44512	1,769,322	4,540,713	(2,771,391)
Specialty Food Stores-4452	1,399,292	397,902	1,001,390
Beer, Wine and Liquor Stores-4453	2,086,620	8,778,035	(6,691,415)
Health and Personal Care Stores-446	18,178,521	30,647,663	(12,469,142)
Pharmacies and Drug Stores-44611	15,566,881	28,673,772	(13,106,891)
Cosmetics, Beauty, Perfume Stores-44612	671,204	318,072	353,132
Optical Goods Stores-44613	710,719	150,446	560,273
Gasoline Stations-447	28,471,747	38,889,711	(10,417,964)
Clothing and Clothing Accessories Stores-448	14,469,353	12,330,602	2,138,751
Clothing Stores-4481	10,755,673	7,253,883	3,501,790
Men's Clothing Stores-44811	614,256	69	614,187
Women's Clothing Stores-44812	2,630,490	922,655	1,707,835
Childrens, Infants Clothing Stores-44813	1,019,208	1,578,862	(559,654)
Family Clothing Stores-44814	5,612,843	3,089,587	2,523,256
Shoe Stores-4482	2,479,785	4,545,556	(2,065,771)
Jewelry, Luggage, Leather Goods Stores-4483	1,233,895	531,163	702,732
Sporting Goods, Hobby, Book, Music Stores-451	4,480,424	4,551,218	(70,794)
Tapes, CDs, Record Stores-45122	571,801	145,184	426,617
General Merchandise Stores-452	36,887,206	3,253,154	33,634,052
Department Stores Excl Leased Depts-4521	16,786,719	1,244,357	15,542,362
Other General Merchandise Stores-4529	20,100,487	2,008,797	18,091,690
Miscellaneous Store Retailers-453	5,172,112	598,223	4,573,889
Florists-4531	385,353	19	385,334
Office Supplies, Stationery, Gift Stores-4532	1,647,519	0	1,647,519
Foodservice and Drinking Places-722	25,728,443	15,546,957	10,181,486
Full-Service Restaurants-7221	11,508,257	6,456,533	5,051,724
Limited-Service Eating Places-7222	11,244,872	6,850,147	4,394,725
Special Foodservices-7223	2,146,441	981,365	1,165,076
Drinking Places -Alcoholic Beverages-7224	828,872	1,258,913	(430,041)

Retail Market Demand and Supply: 2 mile radius

Retail Stores	Demand (Consumer Expenditures)	Supply (Retail Sales)	Opportunity Gap/Surplus
Total Retail Sales Incl Eating and Drinking Places	1,582,971,011	670,129,319	912,841,692
Motor Vehicle and Parts Dealers-441	256,692,536	63,892,826	192,799,710
Furniture and Home Furnishings Stores-442	38,110,358	5,622,847	32,487,511
Electronics and Appliance Stores-443	40,032,820	10,825,532	29,207,288
Building Material, Garden Equip Stores -444	125,799,404	16,553,865	109,245,539
Food and Beverage Stores-445	225,347,891	169,924,704	55,423,187
Grocery Stores-4451	205,064,606	136,474,075	68,590,531
Supermarkets, Grocery Stores-44511	195,462,955	125,999,856	69,463,099
Convenience Stores-44512	9,601,652	10,474,218	(872,566)
Specialty Food Stores-4452	7,286,493	4,473,269	2,813,224
Beer, Wine and Liquor Stores-4453	12,996,792	28,977,360	(15,980,568)
Health and Personal Care Stores-446	101,285,529	81,226,721	20,058,808
Pharmacies and Drug Stores-44611	86,629,318	75,277,947	11,351,371
Cosmetics, Beauty, Perfume Stores-44612	3,722,444	1,221,415	2,501,029
Optical Goods Stores-44613	4,200,880	684,690	3,516,190
Other Health and Personal Care Stores-44619	6,732,886	4,042,669	2,690,217
Gasoline Stations-447	164,393,870	96,924,843	67,469,027
Clothing and Clothing Accessories Stores-448	87,476,121	42,884,287	44,591,834
Clothing Stores-4481	63,726,179	26,082,754	37,643,425
Men's Clothing Stores-44811	3,818,720	3,092,825	725,895
Women's Clothing Stores-44812	16,095,965	5,608,278	10,487,687
Childrens, Infants Clothing Stores-44813	4,831,238	4,250,128	581,110
Family Clothing Stores-44814	33,485,955	7,106,048	26,379,907
Shoe Stores-4482	13,652,772	14,558,448	(905,676)
Jewelry, Luggage, Leather Goods Stores-4483	10,097,170	2,243,086	7,854,084
Sporting Goods, Hobby, Book, Music Stores-451	30,863,942	22,385,570	8,478,372
Book, Periodical and Music Stores-4512	10,779,207	17,304,247	(6,525,040)
Tapes, CDs, Record Stores-45122	3,662,116	1,306,637	2,355,479
General Merchandise Stores-452	214,331,316	21,611,940	192,719,376
Department Stores Excl Leased Depts-4521	100,257,372	12,045,850	88,211,522
Other General Merchandise Stores-4529	114,073,944	9,566,089	104,507,855
Miscellaneous Store Retailers-453	35,940,717	15,949,209	19,991,508
Florists-4531	2,705,691	1,148,572	1,557,119
Office Supplies, Stationery, Gift Stores-4532	12,867,774	6,926,501	5,941,273
Foodservice and Drinking Places-722	161,700,959	117,972,402	43,728,557
Full-Service Restaurants-7221	72,886,203	46,030,986	26,855,217
Limited-Service Eating Places-7222	69,471,576	48,841,959	20,629,617
Special Foodservices-7223	13,287,173	16,948,594	(3,661,421)
Drinking Places -Alcoholic Beverages-7224	6,056,007	6,150,863	(94,856)



Task B: Develop profiles of customers

Based on information from the interviews, site inspections and trade area data, the Team will identify specific profiles of customers for each of the Communities. We will look beyond basic demographics (e.g. income level, homeownership rate, educational attainment, employment etc.) to identify profiles of customers that also include their stage of life and lifestyles.

We will use the 66 types of customer profiles developed by Nielson/Claritas. For each site, an analysis of the percentage of households will be provided for each of the 66 consumer profile types, the national average, and the ratio of the local share to national average to determine the areas that are most heavily represented in the target area that can be marketed to particular retailers. For example, below are the top three household types for the Bartonville trade area (within a 15 minute drive):



63: Sustaining Families

(6.92% of all Bartonville Trade Area Households)

Young parents who have children and service jobs. They tend to live in second cities and are age 25-44. They eat out, watch Toon Disney and drive a Kia Spectra.



41: Sunset City

(6.43% of all Bartonville Trade Area Households)

Scattered throughout the older neighborhoods of small cities, Sunset City is a segment of singles and couples who have retired or are getting close to it. These empty-nesters tend to own their homes. They maintain a low-key lifestyle filled with newspapers and television by day, and family-style restaurants at night. They belong to a veteran's club, eat at casual/buffet restaurant, watch CBS Sunday night movie, and the Price is Right on TV and drive a Mercury Grand Marquis.



53: Mobility Singles

(5.52% of all Bartonville Trade Area Households)

A segment of young singles in working-class neighborhoods in America's satellite cities. These striving individuals tend to have modest lifestyles. They excel in going to movies, playing basketball, and shooting pool. They go to college basketball games, shop at Express, read WWE Magazine (wrestling), and watch George Michael Sports Machine TV.

Deliverables include:

- Development of detailed customer profiles for each of the nine target areas, including the share of each of the 66 customer profile types in the trade area compared with national averages
- Descriptions of each of the customer profile types and shopping patterns

Task C: Assess the retail potential of each targeted development/redevelopment site

Based on the trade area demographics we will prepare estimates of retail sales potential by store type on a per household and aggregate basis for each of the trade areas. These will be based on data from Nielsen/Claritas.

The sales potential data will be compared to the estimated retail sales for each of the trade areas. We will compare data from the State Department of Revenue for different categories of retail sales as well as data from Nielsen/Claritas for the trade areas. This will be compared to the location of existing retailers in and near the trade areas to identify the realistic sales potential for new retailers.

For example, while a trade area may not have a big box home improvement store (e.g., Home Depot, Lowe's), such a store may be in a location that is close enough to one of the potential sites as to preclude another store at a given location.

Table 1.1
Bartonville Trade Area Retail Demand (Major Categories)

Retail Type	5 Minute Drive Trade Area Retail Demand	15 Minute Drive Trade Area Retail Demand
Motor Vehicle and Parts	\$26,361,121	\$506,164,687
Furniture and Home Furnishings	\$3,130,807	\$60,122,771
Electronics and Appliance Stores	\$2,964,627	\$57,869,581
Building Material, Garden Equipment	\$15,064,046	\$277,027,554
Food and Beverage Stores	\$16,295,642	\$297,652,409
Health and Personal Care Stores	\$7,352,799	\$199,309,621
Gasoline Stations	\$14,864,419	\$280,008,116
Clothing	\$5,577,152	\$108,765,904
Sporting Goods, Hobby, Book, Music	\$2,468,090	\$49,777,996
General Merchandise	\$16,077,053	\$302,880,979
Foodservice Restaurants	\$8,450,379	\$63,972,144

Deliverables include retail demand tables for the 5 and 15 minute drive-time trade areas for each of the nine sites, including all categories of retail.

Task D: Conduct a leakage/surplus analysis of the trade area of each targeted site

We will prepare an analysis of retail leakage or surplus sales for each location. This will incorporate the hard data on retail sales, existing stores and trade area demographics with more subjective insights obtained through our site visits and interviews. The results of this task will

include an assessment of the types of stores that are missing in each market area, the extent to which the potential sites are appropriate for a given retail category and the level of sales that are either leaving the community or flowing into the community. These will identify specific retail niches and will feed into the more detailed Phase 2 steps.

Table 1.2
Bartonville Trade Area Retail Leakage
(Major Categories)

Retail Type	5 Minute Drive Trade Area Retail Leakage	15 Minute Drive Trade Area Retail Leakage
Motor Vehicle and Parts	\$22,435,380	-\$52,500,311
Furniture and Home Furnishings	\$2,738,287	\$8,915,343
Electronics and Appliance Stores	\$971,420	-\$10,824,289
Building Material, Garden Equipment	\$1,596,911	-\$20,726,916
Food and Beverage Stores	-\$17,151,717	\$40,514,686
Health and Personal Care Stores	\$902,780	-\$62,298,528
Gasoline Stations	-\$26,811,934	-\$45,492,009
Clothing	\$5,463,777	-\$21,847,387
Sporting Goods, Hobby, Book, Music	\$2,084,325	-\$34,107,078
General Merchandise	-\$1,856,087	-\$278,076,72
Foodservice Restaurants	\$286,081	-\$69,843,144

(Note that positive numbers indicate retail leakage, while negative numbers indicate current surplus.)

Central Illinois Regional Retail Study

Retail Opportunity Gap - Retail Stores 2008

Bartonville

Retail Stores	Municipal Boundary Opportunity Gap (\$)*	% of Expenditures Outside Municipal Boundary	15 Minute Drive Time Opportunity Gap (\$)**	% of Expenditures Outside 15 Minute Drive Time
Total Retail Sales Including Eating and Drinking Places	-21,580,645	-19.8	-51,657,169	-3.0
Automotive Dealers	16,932,232	91.2	53,939,639	17.7
Automotive Parts/Accsrs, Tire Stores	1,157,428	70.5	-2,210,160	-8.3
Furniture and Home Furnishings Stores	2,728,273	100.0	13,999,654	34.3
Appliances, TVs, Electronics Stores	1,392,522	74.3	14,100,734	46.9
Computer and Software Stores	-1,035,500	-199.6	3,631,329	43.6
Building Material and Supply Dealers	-1,893,496	-15.4	-25,246,457	-14.5
Home Centers	4,852,502	100.0	47,112,874	67.8
Hardware Stores	-1,486,437	-151.4	-33,676,135	-231.1
Other Building Materials Dealers, Including Lumberyards	-5,515,118	-89.4	-39,021,040	-45.3
Lawn, Garden Equipment, Supplies Stores	887,071	84.1	7,532,536	48.8
Grocery Stores	-17,836,442	-153.4	16,775,403	8.7
Beer, Wine and Liquor Stores	-165,276	-23.2	8,165,892	70.5
Pharmacies and Drug Stores	-2,253,317	-43.6	-39,233,655	-47.0
Gasoline Stations	-29,808,038	-247.8	-39,453,180	-20.0
Clothing Stores	3,263,443	100.0	41,072,015	74.6
Women's Clothing Stores	801,504	100.0	10,788,521	79.7
Childrens, Infants Clothing Stores	185,950	100.0	3,466,057	100.0
Family Clothing Stores	1,777,336	100.0	24,777,372	83.1
Shoe Stores	590,356	100.0	8,000,731	77.3
Jewelry, Luggage, Leather Goods Store	614,824	93.5	6,590,617	68.7
Sporting Goods, Hobby, Musical Inst Stores	1,179,858	81.1	-611,176	-2.6
Book, Periodical and Music Stores	556,423	100.0	-2,416,640	-21.9
Department Stores Excl Leased Depts	6,102,361	100.0	-52,722,492	-53.0
Other General Merchandise Stores, Including Warehouse Clubs and Super Stores	-12,540,924	-183.4	-59,815,816	-53.4
Miscellaneous Store Retailers	2,027,140	70.3	12,825,599	29.0
Office Supplies, Stationery, Gift Stores	804,609	69.7	1,494,229	8.6
Full-Service Restaurants	-1,603,646	-39.2	-23,982,950	-37.2
Limited-Service Eating Places	-234,763	-6.4	-13,950,814	-23.8
Special Foodservices	554,763	73.2	4,908,477	40.6
Drinking Places -Alcoholic Beverages	-406,312	-100.5	-11,228,252	-186.6

Source: Teska Analysis of Claritas, 2008 for Peoria County Market Study, Draft, October 31, 2008

* A positive opportunity indicates the amount of money spent outside the specified boundary. A negative opportunity gap indicates a surplus of spending within the specified boundary.

** Drive time data based on intersection of Rutledge Avenue at Gettysburg Drive

In the above example, there are several areas in which the 5 minute drive time trade area of Bartonville (roughly equivalent to the municipal limits) show large retail leakages, meaning that retail investment should be attracted to the site. But looking out over a larger, 15 minute drive-time trade area shows that there is significant competition for many of these retail stores. A secondary level of analysis would be needed to determine the types of either truly neighborhood-type retail that could be captured in the 5 minute trade area even though there are existing retailers in the larger area. We would also look at subareas within these broad categories to determine specific types of retailers that would fit the site well (e.g. home centers under building material or full-service and limited service restaurants under foodservice restaurants). This will provide a more detailed look at gaps in the market that could potentially be filled by the target sites. Furthermore, we would compare the types of retailers with the size of sites that would need to be available to accommodate the retailers' needs.

It is important to note that retail leakage is only one measure of unmet demand. In this case, Bartonville's trade area significantly overlaps the City of Peoria. Many of the 15 minute trade area numbers reflect the fact that the area is a net draw for residents from throughout a much larger area that come into Peoria and nearby communities to do their shopping. We may find that this draw is a powerful tool to base additional retail development, even if the numbers show a surplus supply of retail.

Deliverables include retail leakage tables for all nine sites for 5 and 15 minute drive time trade areas (or customized trade areas).

Phase 2: Identification of Retailers

Tasks E and F: Match customer profiles with profiles of retailers and recommend specific retailers

Based on the characteristics of the residents of each trade area, existing competition and the potential development sites, the Team will identify the types and sizes of retailers and restaurants that could realistically be attracted to the Communities. We will utilize sources such as the Retail Tenant Directory as well as input from retail brokers and developers active in Illinois to identify those retailers and restaurants that are or could consider new stores in the Peoria metro area. The team works regularly with many experienced retail brokers and developers and can test ideas off of professionals who are working on retail deals. Rather than provide a standard list off of a national database, we would work with these brokers to identify specific leads that might be willing to invest in each trade area, and/or what it would take to convince them to act, even if the numbers look good.

Deliverables include lists of prospective retailers that meet the profiles of gaps in each trade area and based on customer spending patterns. Names and contact information for people responsible for retail expansion and real estate will be provided for each retailer.

Phase 3: Marketing Packages, Assistance and Workshop

Task G: Prepare custom marketing packages

Based on the results of Phase 2, the Team will prepare concise marketing packages for each of the nine locations. The pieces will contain key information including:

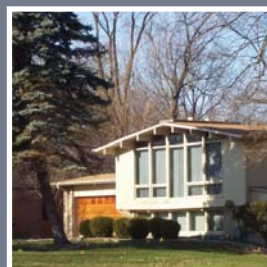
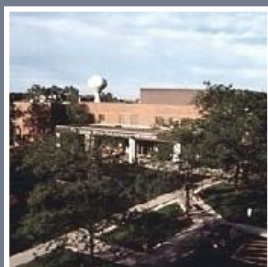
- Available sites and their sizes
- Zoning and allowable buildable area
- Traffic counts on main roads
- Trade area demographics and relevant store and restaurant sales potential
- Aerial map showing each site and the surrounding retailers and notable traffic generators
- Summaries of retail demand for site
- Contact information for the municipality and property owners

Deliverables include marketing materials for each of the nine target areas that can be used with approximately 20 identified retailers for each of the sites.

Example of Marketing Sheets from Olympia Fields

Marketing sheets have been developed for Olympia Fields both for the municipality as a whole, and targeted sites within the community, similar to the target areas being selected for the Central Illinois Regional Retail Study.

Discover... Olympia Fields



Where Old World Charm Meets Contemporary Values.

Did you know . . .

Olympia Fields Country Club was chosen to host the United States Golf Association's 2003 U.S. Open.

Olympia Fields' founders established the Village as a paradise for lovers of nature and sport. Today, the executives that choose Olympia Fields as their home continue that spirit with estate sized residential lots, many bordering on golf courses and preserved natural areas. The Village recently approved residential development expected to increase its population by 30% and add condominiums, rowhouses, and environmentally sensitive single-family home clusters. The Village seeks to continue collaborating with investors to complete its vision for superior residential neighborhoods connected to vibrant retail clusters. There is keen interest in sites along Vollmer Road and adjacent to the Village's two Metra stations at 203rd Street and Lincoln Highway. The average daily traffic count along Lincoln Highway is approximately 40,000. Sites in Olympia Fields present ideal opportunities for mixed-use projects that combine top quality condominium development with offices, shopping and dining that attracts Olympia Fields residents as well as high income families living within a quick drive.

Village & Commercial Area Statistics

	5 minutes: Governors Hwy & Vollmer Rd	15 minutes: Governors Hwy & Vollmer Rd	Village of Olympia Fields
Population	23,161	261,399	4,988
Average Household Size	2.74	2.86	2.79
Households	8,459	91,294	1,787
Total Population Median Age	42.0	36.7	45.4
% in Current Residence 5+ Years	47.1%	43.7%	47.2%
% College Educated	75.6%	61.8%	81.5%
Household Average Income	\$97,479	\$64,782	\$120,133
Income \$75,000+ Households	4,708	37,121	1,174
Total Employees	14,498	116,590	5,418
Total Retail Expenditure	\$247,019,972	\$2,003,361,462	\$61,017,680
Food & Beverage Spending	\$30,292,649	\$243,620,919	\$7,522,006
Grocery Store Spending	\$42,355,537	\$358,174,386	\$10,302,794
Pharmacy & Drug Store Spending	\$6,666,658	\$54,707,657	\$1,638,345

Demographic data © 2007 by Experian/Applied Geographic Solutions.

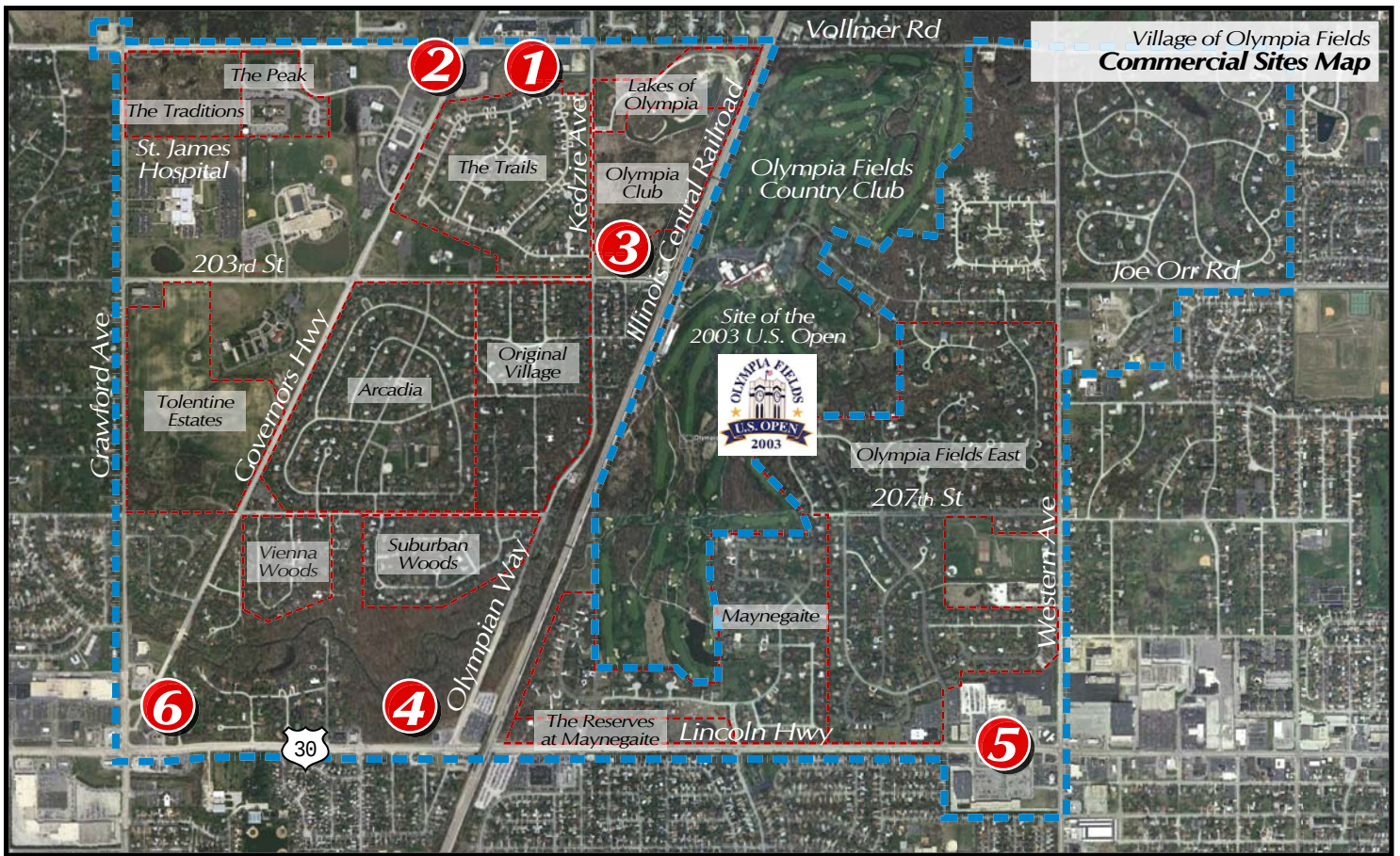


In addition to prime retail opportunities, Olympia Fields also offers a high quality of life and unique community elements, including Sergeant Means Park, which was a former historic farm site.

For more information . . .

Please contact David Mekarski, Village Administrator, for more information.
phone: (708) 503-8000 -or- email: dmekarski@olympia-fields.com

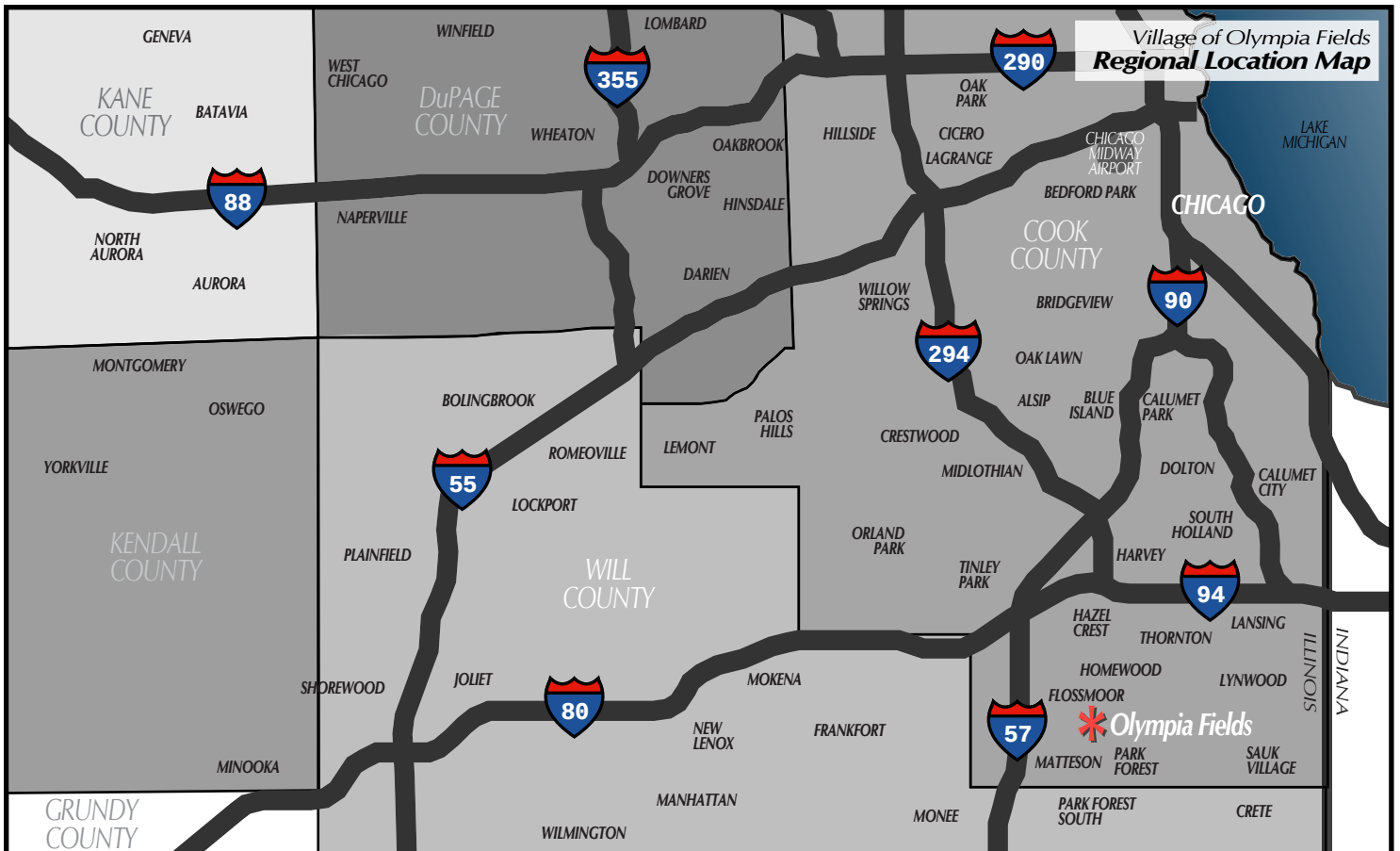




**Village of Olympia Fields
Commercial Sites**

- | | |
|--|--|
| ① Vollmer Rd & Governors Hwy | ④ 211 th Street Metra Station |
| ② Governors Office Park | ⑤ Western Ave & Lincoln Hwy |
| ③ 203 rd Street Metra Station | ⑥ Lincoln Hwy & Governors Hwy |

--- Village Boundary
--- Neighborhood Boundaries



Discover...

Olympia Fields

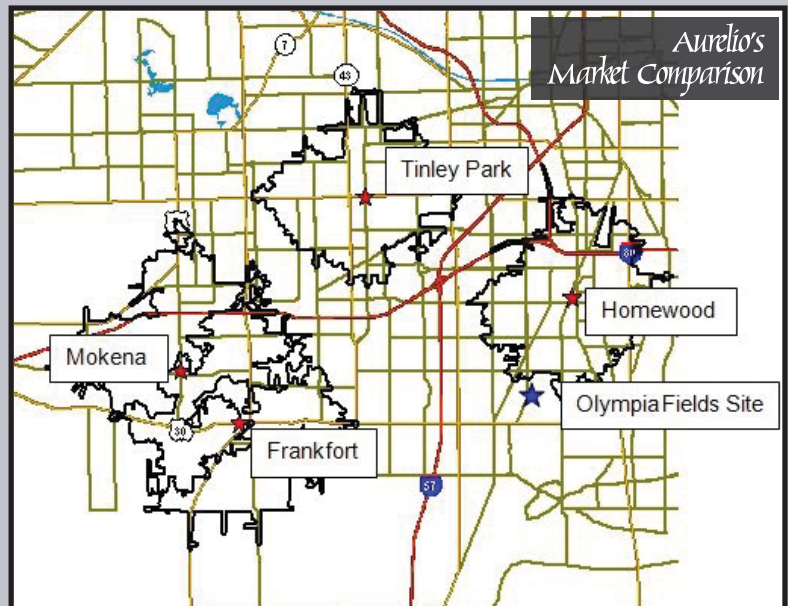
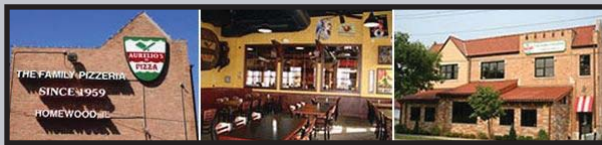
203rd STREET METRA STATION
New Transit Oriented Development



Where Old World Charm Meets Contemporary Values.

Aurelio's is well suited to this property . . .

- ☐ Although the market for this site significantly duplicates Homewood, the significant parking offers the opportunity to add needed capacity in this market. It also is similar to the overlap in Mokena and Frankfort.
- ☐ The market's spending power is sufficient to meet Aurelio's sales expectations.
- ☐ Train customers are a bonus market.



Market Comparison: 7-Minute Drive Time

	Olympia Fields Aurelio's*	Mokena Aurelio's	Frankfort Aurelio's	Homewood Aurelio's	Tinley Park Aurelio's
Population	49,627	48,118	39,549	57,449	65,162
Average Household Size	2.74	3.21	3.35	2.79	2.69
Households	17,933	14,954	11,740	20,402	23,908
Total Population Median Age	40.33	37.43	36.73	39.43	38.90
Household Average Income	\$83,410	\$96,458	\$100,816	\$76,010	\$69,078
Median Household Income	\$74,208	\$94,932	\$96,707	\$70,104	\$72,288
Total Employees	25,055	15,693	16,903	23,242	26,090
Total Retail Expenditure	\$467,887,410	\$429,162,352	\$346,194,652	\$499,547,522	\$550,211,903
Limited Service Restaurants	\$27,361,471	\$25,269,252	\$20,376,203	\$29,174,038	\$32,195,157

Demographic data © 2007 by Experian/Applied Geographic Solutions.

*Market statistics for potential tenant.

For more information . . .

Please contact David Mekarski, Village Administrator, for more information.
phone: (708) 503-8000 -or- email: dmekarski@olympia-fields.com



Discover...

Olympia Fields

203rd STREET METRA STATION
New Transit Oriented Development

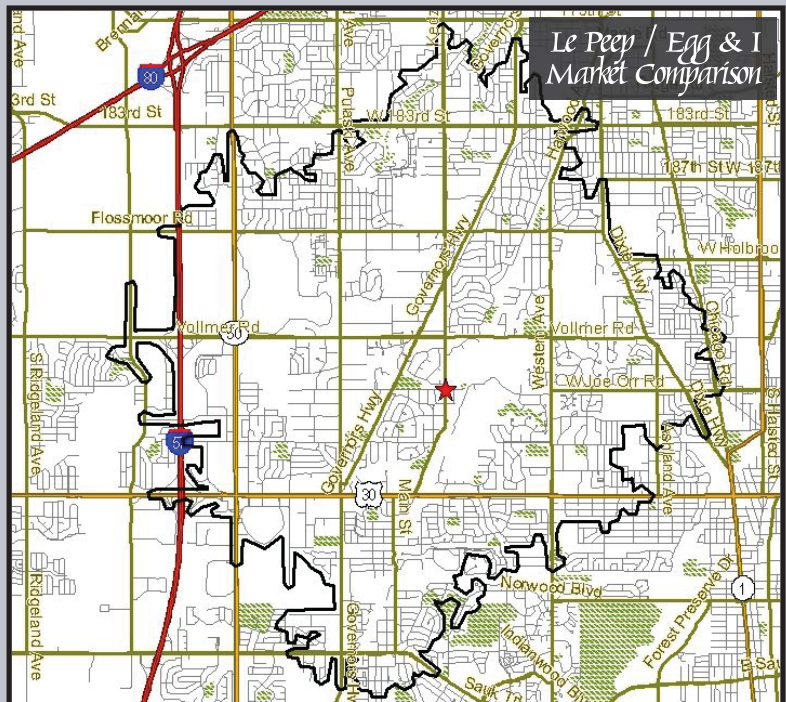


Where Old World Charm Meets Contemporary Values.

Le Peep/Egg & I is well suited to this property . . .

Breakfast restaurants need population and employee growth to succeed in this market.

- ☐ Nearby condominium development promises to add a frequent user market and significant weekend parking offers the opportunity to attract brunch business.
- ☐ Train customers are a bonus market.



Market Comparison: 7-Minute Drive Time

	Olympia Fields Le Peep / Egg & I*	Evanston Le Peep	Park Ridge Le Peep	Mt. Prospect Le Peep	Chicago Heights Egg & I
Population	49,627	63,031	72,979	66,766	57,698
Average Household Size	2.74	2.26	2.52	2.58	2.88
Total Population Median Age	40.33	34.00	44.18	41.21	37.87
Household Average Income	\$83,410	\$86,617	\$85,810	\$75,863	\$72,483
Total Employees	25,055	46,444	40,723	36,172	26,408
Full Service Restaurants	\$27,554,597	\$38,880,984	\$44,259,288	\$37,195,849	\$27,134,607

Demographic data © 2007 by Experian/Applied Geographic Solutions.

*Market statistics for potential tenant.

For more information . . .

Please contact David Mekarski, Village Administrator, for more information.
phone: (708) 503-8000 -or- email: dmekarski@olympia-fields.com



Task H. Provide general marketing assistance

10

The Team will be available through the course of the project to provide expertise and resources to the EDC and the municipalities involved in the Retail Study. Through the interview process we will meet many of the local stakeholders and will tailor the study to provide strategic guidance to the communities to develop action items that can be implemented in the short and long-term. We will take it upon our responsibility to do more than provide ideas and work with the municipalities to get the sites ready for development – from identifying key sites within each area to focusing in on marketing the area's strengths, to suggesting infrastructure and other needs to make the sites ready for development.

Deliverables will include workshop with Communities to review results of study (see Task I.)

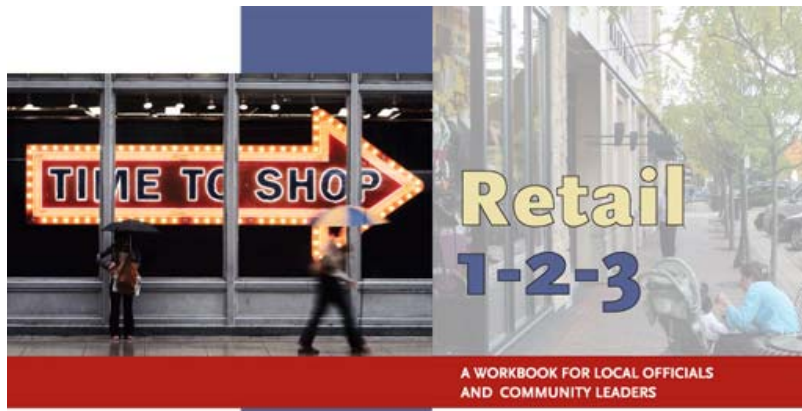
Task I. Make such other recommendations that may be pertinent

As part of the study, the Team will recommend implementation strategies. We will look at the following issues as part of the scope:

- Identification of key sites in each target area
- Identification of site specifications that meet identified retailer needs
- Recommendations for marketing the sites
- State and private resources available for economic development

Based on interest of the EDC and the municipalities, the Team will be able to lead a workshop that goes through all of the resources made available through the study, how to use the resources, and what strategies will be most effective in pursuing retail development.

In addition to the results of this study, we will utilize *Retail 123*, a publication of the International Council of Shopping Centers (ICSC) sponsored by Bank of America, General Growth and Target, that guides communities to perform market analyses and economic development strategies to attract retail investment. Mr. Goldstein managed the development of the workbook for ICSC and the Metropolitan Planning Council. The publication, developed for Illinois, is now being replicated for a national audience by ICSC. It provides a step-by-step guidebook for municipalities to pursue retail development strategies. In particular, a section of the workbook entitled "What do retailers want from you" outlines the expectations of retailers and the strategies that municipalities can use to attract retail – from façade improvement grants and loans, sales tax rebates, and property tax abatements, to revolving loan funds, fee waivers, physical incentives and infrastructure improvements.



Deliverables will include a draft and final report of the Regional Retail Study, including all tables identified in the scope of work, lists of prospective retailers, marketing materials for each of the nine target sites, and a list of proposed implementation strategies customized for each of the target sites.

McMillan, Sue

From: Brown, Steve
Sent: Thursday, January 08, 2009 9:10 AM
To: McMillan, Sue
Subject: FW: additional info from Teska

Sue,

Here's the electronic version of their proposal.

Steve

-----Original Message-----

From: Cindy Patterson [mailto:cpatterson@edc.h-p.org]
Sent: Monday, December 22, 2008 11:33 AM
To: Brown, Steve
Subject: additional info from Teska

Steve -

Attached is some additional information from Teska. Hope this helps....

Cindy Patterson
Director of Marketing / Communications
cpatterson@edc.h-p.org
Economic Development Council for Central Illinois
A company of The Heartland Partnership
100 SW Water St
Peoria, IL 61602-1329 USA
p: 309.495.5922
Visit www.EDC.CentrallIllinois.org

****Please consider the environment before printing this e-mail****



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Amendment to Owner-Engineer Agreement

AGENDA DATE REQUESTED: January 12, 2009

ACTION REQUESTED: Approval of Amendment to the agreement with Hanson Professional Services for \$250,000.

BACKGROUND: Hanson is providing engineering services for the design of the extension to Hanna Drive. As you are aware, this project has taken quite a long time to get to construction because of changes brought on through dealing with the railroad and complying with EDA requirements. This amendment covers \$70,000 in additional engineering design work to get the spur relocated in a way satisfactory to the railroad and then re-run all the clearances since time had expired on the originals. The additional \$180,000 is to provide construction support as required by the EDA grant. A portion of this expense is recoverable through the grant. With the exception of ~~the~~ possibly the rail crossing itself, the road will be completed next year.

FINANCIAL IMPACT: \$250,000

NEIGHBORHOOD CONCERNS: None.

IMPACT IF APPROVED: Compensates Hanson for work performed to date and to provide construction support as required.

IMPACT IF DENIED: Will not meet EDA requirements and owe for work performed.

ALTERNATIVES: Return both the EDA and TARP grants.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community by providing improved access to the Riverway Business Park.

REQUIRED SIGNATURES

Department Director

Joe W. Nelson 12/22/08
Date

Finance Department

Angela Evans 12-22-08
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT K**, consisting of 5 pages, referred to in and part of
the **Agreement between Owner and Engineer for Professional
Services** dated October 24, 2006.

AMENDMENT 2 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: October 24, 2006
- b. Owner: City of Pekin
- c. Engineer: Hanson Professional Services Inc.
- d. Project: Hanna Drive Extension

2. Nature of Amendment

X Additional Services to be performed by Engineer

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 16, 2008.

OWNER:

City of Pekin

ENGINEER:

Hanson Professional Services Inc.

By: _____

By: _____

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: December 16, 2008

Modifications

1. Engineer shall perform the following Additional Services (amends Exhibit A, Part 1, Paragraph A1.02 A5):
 - a. Perform preliminary engineering services related to relocating the Canadian National Railway siding into Hanna Steel. Provide details to attach to the petition for a new at-grade crossing for Hanna Drive. Provide final plans for the relocated spur based on the Illinois Commerce Commission's preliminary approval dated March 24, 2008 and comments from the Canadian National Railway. Approval to proceed by Joe Wuellner received on April 1, 2008.
 - b. Coordination with Canadian National Railway for final plan approval.
 - c. Environmental coordination for the area of the Hanna Steel spur relocation.
 - d. Topographic survey for the Hanna Steel spur relocation.
 - e. Revise the property plat to provide an additional 25 ft easement for a future railroad siding on the east side of the existing Canadian National right-of-way.
 - f. Revise the plans to provide the additional easement for a future railroad siding. This included moving the ditch along the east side of the railroad and updating all plan sheets to show the revised location.
 - g. Provide easement plat for new at-grade crossing.
 - h. Update required EDA documents.
2. Engineer shall perform the following Additional Services (amends Exhibit A, Part 1, Paragraph A1.04 A):
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
 - b. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
3. Engineer shall perform the following Additional Services (amends Exhibit A, Part 1, Paragraph A1.05):
 - A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. This assumes a part-time resident engineer for thirty (30) hours per week and a junior engineer assistant for eight (8) hours per week for eight (8) months of construction.
 3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety

precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by

Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a walk-through to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Final Notice of Acceptability of the Work.* Conduct a final walk-through to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

4. For the Additional Services or the modifications to services set forth in items 1 and 2 above, Owner shall pay Engineer the following additional or modified compensation: The services above will be provided for a amount equal to Engineer's Direct Labor Costs times a factor of 3.0 for the services of Engineer's employees engaged on the Project, plus Reimbursable Expenses, estimated to be \$70,000.

For the Additional Services or the modifications to services set forth in item 3 above, Owner shall pay Engineer the following additional or modified compensation: The services above will be provided for a amount equal to Engineer's Direct Labor Costs times a factor of 3.0 for the services of Engineer's employees engaged on the Project, plus Reimbursable Expenses, estimated to be \$180,000.

Therefore, the total compensation for the services rendered on the project is now estimated to be \$370,000. This amends Exhibit C, Paragraph C2.01, A3.

SUGGESTED FORMAT
(for use with E-500, 2002 Edition)

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part
of the **Agreement between Owner and Engineer for Professional
Services** dated December 16, 2008.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

HANSON PROFESSIONAL SERVICES INC.
COST ESTIMATE OF CONSULTANT SERVICES
HANNA DRIVE CONSTRUCTION OBSERVATION
HANNA DRIVE FROM EXISTING TO 5TH STREET
HANSON NO. 06P2024



PREPARED ON: 12/17/2008
HANSON OVERHEAD FACTOR = 3.0000

TOTAL PROJECT ESTIMATE OF COST						
	TASK	HOURS	LABOR	DIRECTS	TOTAL	%
1	CONSTRUCTION OBSERVATION	1568	\$ 159,228.37	\$ 9,500.00	\$ 168,728.37	94.40%
2	WHITNEY			\$ 10,000.00	\$ 10,000.00	5.60%
	TOTAL	1568	\$ 159,228.37	\$ 19,500.00	\$ 178,728.37	100.00%

HANSON PROFESSIONAL SERVICES INC.
LABOR HOUR ESTIMATE
HANNA DRIVE CONSTRUCTION OBSERVATION
HANNA DRIVE FROM EXISTING TO 5TH STREET
HANSON NO. 06P2024



PREPARED ON: 12/17/2008

TASK	PRIN	PROJ MGR	PROJ ENG	JR ENGINEER	SR TECH	TECH	PARTY CHIEF	ROD MAN	CLERICAL	TOTAL
CONSTRUCTION OBSERVATION										
Part-Time Resident Engineer During Construction and Jr. Engineer Assistant				256	960					1216
Assume 8 months of Work										
Average of 30 Hours per week for Sr. Tech and 8 for Jr. Eng.										
Layout centerline and control points							16	16		32
Engineer Field Visits		80	16							96
Shop Drawing Review			80							80
Record Drawings				24		40				64
Administration		40							40	80
SUBTOTAL HOURS PER PERSON		120	96	280	960	40	16	16	40	1568
PERCENTAGE HOURS PER PERSON		8%	6%	18%	61%	3%	1%	1%	3%	100%

PROJECT SUMMARY										
CONSTRUCTION OBSERVATION										
SUBTOTAL HOURS PER PERSON		120	96	280	960	40	16	16	40	1568
PERCENTAGE HOURS PER PERSON		7.7%	6.1%	17.9%	61.2%	2.6%	1.0%	1.0%	2.6%	100%

HANSON PROFESSIONAL SERVICES INC.
 PROJECT DIRECT COSTS
 HANNA DRIVE CONSTRUCTION OBSERVATION
 HANNA DRIVE FROM EXISTING TO 5TH STREET
 HANSON NO. 06P2024



PREPARED ON: 12/17/2008

	TASK	Truck Mileage	.65/mile	CADD Hours	\$15 / hr	Prints	.75 / sht	Copies	.15 / sht	Overtime	Field Books	Total Station	Cell Phone	Testing	Total
1	CONSTRUCTION OBSERVATION	11,200	\$ 7,280	40	\$ 600	800	\$600	1600	\$240		\$ 30	\$ 190	\$ 560		\$ 9,500
2	WHITNEY & ASSOCIATES, INC.				\$ -		\$ -		\$ -					\$10,000	\$ 10,000
					\$ -		\$ -		\$ -						\$ -
					\$ -		\$ -		\$ -						\$ -
					\$ -		\$ -		\$ -						\$ -
	Total		\$ 7,280	40	\$ 600	800	\$600	1600	\$240	\$ -	\$ 30	\$ 190	\$ 560	\$10,000	\$ 19,500

HANSON PROFESSIONAL SERVICES INC.
 PROJECT HOURLY RATES
 HANNA DRIVE CONSTRUCTION OBSERVATION
 HANNA DRIVE FROM EXISTING TO 5TH STREET
 HANSON NO. 06P2024

PREPARED ON: 12/17/2008



	TASK	PRIN	PROJ MGR	PROJ ENG	JR ENGINEER	SR TECH	TECH	PARTY CHIEF	ROD MAN	CLERICAL	TOTAL
1	CONSTRUCTION OBSERVATION	\$ 71.09	\$ 55.97	\$ 43.59	\$ 24.17	\$ 35.00	\$ 26.14	\$ 31.20	\$ 16.35	\$ 21.16	\$ 53,076
		\$ -	\$ 6,716	\$ 4,185	\$ 6,769	\$ 33,600	\$ 1,046	\$ 499	\$ 262	\$ 846	\$ -
											\$ -
											\$ -
											\$ -
	TOTAL	\$ -	\$ 6,716	\$ 4,185	\$ 6,769	\$ 33,600	\$ 1,046	\$ 499	\$ 262	\$ 846	\$ 53,076



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Veterans Drive, Rte 29 to Mall Road Land Appraisal Agreement

AGENDA DATE REQUESTED: January 12, 2009

ACTION REQUESTED: Approve agreement with James Klopfenstein & Associates to provide appraisals of property needed to construct Veterans Drive from Rte 29 to Mall Road for an amount not to exceed \$26,000.

BACKGROUND: Design has progressed to the point that the exact amount of land needed to build Veterans Drive South has been established with legal descriptions and plats. As we are trying to position this project to be ready to go when stimulus funds are released, we asked Mr. Klopfenstein to provide us a proposal. He has done the work on the sections of land acquired to date with for this roadway and is knowledgeable of this area. Funding was received from Senator Shadid will be used for this work.

FINANCIAL IMPACT: Funds available for the \$26,000

NEIGHBORHOOD CONCERNS: Most of the area is farm land but a few home sites may be impacted.

IMPACT IF APPROVED: Project can move on to land acquisition and be ready to build when funds become available.

IMPACT IF DENIED: Land acquisition cannot begin and project will be delayed which could cost us funding support through the upcoming stimulus package.

ALTERNATIVES: None, all land must be acquired in order to be put on the bid list.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. [Signature]

1/6/09

Date

Finance Department

[Signature]

(Certification of Availability of Funds)

1-6-09

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

JAMES W. KLOPFENSTEIN & ASSOCIATES, INC.

Real Estate Valuation and Consulting
320 East Jackson Street Morton, Illinois 61550
Tel: 309/673-9111 Fax: 309/263-7366 E-mail: jkapp@mrco.com

January 5, 2009

Mr. Joseph W. Wuellner, P.E.
Public Works Director
City of Pekin
111 S. Capitol
Pekin, IL 61554

RE: Veterans Drive South Extension

Dear Mr. Wuellner:

Thank you for the opportunity to provide a proposal relative to appraisals of various parcels involved in the above-identified project.

Based upon our drive and visual inspection of the various parcels, it would appear that there are 29 total parcels which may need appraisals. It is my understanding that Parcels 28, 29 and 37 may not require appraisals; however, at your instruction, an estimated fee for appraisals of those parcels is included in the total fee estimate.

Appraisal forms required would be Appraisal Waivers and Form 229 and 742.

The estimated fee for appraisals of the various parcels would be in an amount not to exceed \$26,000.00.

It is entirely possible that the fee will be less, as some parcels may require a format different than that anticipated and quoted in this proposal. This will be determined as the appraisal process proceeds with respect to the individual parcels.

James W. Klopfenstein, MAI, SRA
State Certified General - Illinois

Michael L. Klopfenstein
State Certified General - Illinois

Joseph W. Wuellner

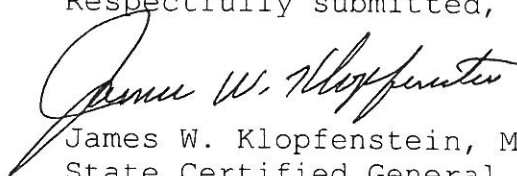
-2-

January 5, 2009

An appraisal of a parcel which would require a different form than that anticipated by the appraiser would result in a lesser total fee.

I look forward to working with you on this appraisal assignment.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James W. Klopfenstein".

James W. Klopfenstein, MAI, SRA
State Certified General
Real Estate Appraiser
License No. 553.000459 (Illinois)

JWK:jc



REQUEST FOR COUNCIL ACTION

To: Mayor Pro-tem Jones and Members of the City Council

CC: Dennis Kief, City Manager and Sue McMillan, City Clerk

From: Greg Ranney, Supt. of Transportation and Solid Waste

AGENDA ITEM: Approval of the 2009 Operating Assistance Grant from the Illinois Department of Transportation

AGENDA DATE REQUESTED: January 12, 2009

ACTION REQUESTED: Approval of the Grant for operation of the Municipal Bus Program

BACKGROUND: The City of Pekin receives grant funding each year to operate the Municipal Bus Program

FINANCIAL IMPACT: The City of Pekin is requesting \$343,194.00 from IDOT to help in funding the Municipal Bus operation. The funds will be paid to CityLink for partial payment for 2009.

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: The City of Pekin will receive \$343,194.000.00 for operation of the Municipal Bus Program

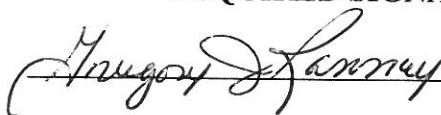
IMPACT IF DENIED: The service to City of Pekin citizens would have to be discontinued

ALTERNATIVES: The City of Pekin would have to fund the \$343,194.00 or the service would have to be discontinued

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government

REQUIRED SIGNATURES

Department Director

 11/5/09
Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date



Transportation and Solid Waste Department

January 5, 2009

Mr. Kief,

Enclosed are two copies of the 2009 Operating Assistance grant from the Illinois Department of Transportation. These funds will amount to \$343,194.00 for 2009 operations of the Pekin Municipal Bus operations. This state funding will help as partial funding to CityLink for the services they provide to the City of Pekin. This funding is essential to our operation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Greg Ranney".

Greg Ranney

cc: Mayor Pro-tem Jones
Council Members

AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

I, Sue E. McMillan, do hereby certify that I am the fully qualified and acting City Clerk of the City of Pekin, and as such City Clerk, I am the keeper of the seal, records and files of the City of Pekin.

I do further certify that at a duly constituted and legally convened meeting of the City Council of the City of Pekin held on the 12th day of January 2009, a resolution was adopted in full accordance and conformity with the ordinances of the City of Pekin and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

BE IT RESOLVED by the City Council of the City of Pekin:

1. That the City of Pekin enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3797, Grant No. OP-09-09-IL with the State of Illinois for the purpose of obtaining the maximum grant assistance allowed under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That Gregory J. Ranney, Superintendent of Transportation and Solid Waste for the Pekin Municipal Bus Company of the City of Pekin, is hereby authorized and directed to execute the Agreement on behalf of the City of Pekin for such assistance, or any subsequent amendment to the Agreement that increases the maximum assistance should additional funding become available for such assistance.
3. That Sue E. McMillan, City Clerk of the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request the Grant funding.

I further certify that the original of the complete said Resolution is on file in the records of the City of Pekin in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the City of Pekin this 12th day of January 2009.

Sue E. McMillan
City Clerk
City Of Pekin

OPINION OF COUNSEL

I, Patrick E. Oberle, am an attorney licensed by and duly admitted to practice law in the State of Illinois, and am counsel and attorney for the City of Pekin ("Grantee"). In this capacity, my opinion has been requested relative to the eligibility of the Grantee for grant assistance under the provisions of the Illinois Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Contract #3797, and Grant No. OP-09-09-IL ("Agreement") tendered by the State of Illinois to the Grantee. You are hereby advised as follows:

1. The Grantee is an eligible "participant" as defined in the Act.
2. There are no provisions in the Grantee's charter or by-laws or in the statutes of the State, the United States of America, or any municipal ordinances, that preclude or prohibit it from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the aforementioned grant Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts, which would adversely affect this grant contract, or which would prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible recipient under the provisions of the Acts, and that it is fully empowered and authorized to accept the grant from the State.

Signature: _____

Patrick E. Oberle
Corporation Counsel for the City of Pekin

Date: _____

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT
between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

THE CITY OF PEKIN

Contract Number 3797

Grant Number OP-09-09-IL

TABLE OF CONTENTS

<u>ITEM</u>	<u>TITLE</u>
1	PROJECT SCOPE
2	PROJECT BUDGET
3	SUBJECT TO APPROPRIATIONS
4	PAYMENT PROCEDURES
5	ELIGIBLE OPERATION EXPENSES
6	INELIGIBLE OPERATING PROCEDURES
7	RECORD RETENTION
8	INSPECTION AND AUDIT
9	GRANTEE'S INDEPENDENT AUDIT
10	PROJECT CLOSEOUT
11	PROHIBITED INTERESTS
12	NON-COLLUSION
13	CODE OF ETHICS
14	UNLAWFUL DISCRIMINATION
15	SCHOOL BUS OPERATION
16	GRANTEE'S WARRANTIES
17	DRUG FREE WORKPLACE
18	INDEMNIFICATION AND INSURANCE
19	INDEPENDENCE OF GRANTEE
20	NON-WAIVER
21	TERMINATION, PAYMENT DELAY, RECALL
22	DISPUTE RESOLUTION

TABLE OF CONTENTS (cont'd)

<u>ITEM</u>	<u>TITLE</u>
23	PUBLIC INFORMATION
24	AMENDMENT
25	SEVERABILITY
26	ASSIGNMENT
27	DOCUMENTS FORMING THIS AGREEMENT
28	ETHANOL GASOLINE
29	TAXPAYER IDENTIFICATION NUMBER
EX. A	SCHOOL BUS CERTIFICATION
EX. B	DRUG FREE WORKPLACE CERTIFICATION

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and the City of Pekin (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department enters into this grant agreement to implement Grantee's approved program of expenditures, within the following limitations:

- 1) in no event shall the amount paid under this Agreement exceed sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2009, 30 ILCS 740/2-7 (b);
- 2) in no event shall the Grantee's appropriation in Fiscal Year 2009 be less than the Grantee's Fiscal Year 2008 appropriation, 30 ILCS 740/2-7 (b-10); and
- 3) in no event shall the amount paid under this Agreement together with any operating assistance received by the Grantee from any federal, state or local agency in fiscal year 2009 exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the estimated amount of \$343,194, subject to the limitations set forth above, the Act and the Rules.

In the event that combined state and federal operating assistance grants for fiscal year 2009 exceed Grantee's actual operating deficit, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03) "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

ITEM 4 - PAYMENT PROCEDURES

The Department shall make quarterly payments to Grantee for eligible operating expenses upon occurrence of the following conditions:

- a) The Department receiving, 30 days before the start of a quarter, the required requisition forms and Estimated Quarterly Financial Report for that quarter (see Standard Forms), or, the Department receiving, 30 days after the end of a quarter, the required requisition forms and Actual Quarterly Financial Report for that quarter.
- b) The Department receiving the Actual Financial Quarterly Report for the first, second, third and fourth quarters no later than December 1, March 1, May 1, and August 1 respectively (see Standard Forms).
- c) The Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application.

The Department may make adjustments in the third and fourth quarters to reflect actual eligible operating expenses for preceding quarters. Grantee agrees that payment shall not constitute a final determination by the Department of the allowability of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

- (h) entertainment expenses;
- (i) charter, school bus and sightseeing expenses;
- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on publicly-owned equipment and facilities;
- (m) income taxes;
- (n) expenses associated with compliance with the Single Audit Act (31 U.S.C. 7501 et seq);
- (o) expenses for freight haulage provided by Grantee;
- (p) any expense reimbursed from insurance;
- (q) maintenance of vehicles which are not used for public transportation or to support operations (e.g., supervisory and maintenance vehicles); and
- (r) any other expense determined by the Department as ineligible.

ITEM 7 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 11 - PROHIBITED INTERESTS

Grantee and its contractors shall not enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, in which any member, officer, or employee of Grantee, or the locality in which Grantee operates, during his or her tenure in office, or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to Grantee and such disclosure is entered upon the minutes of the Grantee, the Grantee may, with the prior approval of the Department, waive the prohibition herein; provided however, that any such member, officer or employee shall not participate in any action by Grantee or the locality relating to such contract, subcontract or arrangement.

Grantee shall insert in all contracts related to the Project or to property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of (insert Grantee's name) or of (insert name of locality in which Grantee operates) shall have during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder."

This Item shall not apply to any agreement between Grantee and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

ITEM 12 - NON-COLLUSION

Grantee warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application or execution of this Agreement.

No state officer or employee, or member of the Illinois General Assembly, or officer, employee or member of any unit of local government which contributes to Project funds, or immediate family member of any of the above, shall be admitted to any share or part of this Agreement or to any benefit arising thereunder.

ITEM 13 - CODE OF ETHICS

Grantee shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- .1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department: 1) an opinion of counsel, acceptable to the Department, that this Agreement is legally binding upon Grantee, and that there is no pending litigation concerning the authority of Grantee to enter into this Agreement; and 2) a certified copy of a resolution authorizing the execution of this Agreement.

ITEM 17 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 18 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 19 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 20 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 26 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A and B the Grantee's Application for the fiscal year as approved by and on file at the Department, and the Standard Forms constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 28 - ETHANOL GASOLINE:

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 376002169 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 1st day of January, 2009 by their duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2009.

Accepted on behalf of the City of Pekin:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Milton R. Sees, P.E.
Secretary of Transportation

By: _____
Joseph P. Clary
Director, Division of Public & Intermodal Transportation

Date

EXHIBIT A

CERTIFICATION BY GRANTEE NOT TO ENGAGE IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

The City of Pekin

Signature of Authorized
Representative

Title

Date

EXHIBIT B

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

The City of Pekin

Signature of Authorized
Representative

Title

Date