

# **Notice of Meeting**

February 6, 2020

Please note  
the Tri-County River Valley Development  
Authority  
Board Meeting will be held  
at **12:00 p.m.**  
on  
**Thursday, February 13, 2020**  
at **The Labor Temple,**  
**401 NE Jefferson Street,**  
**Peoria, IL 61602.**

If you are unable to attend, please participate via conference call at  
800-309-2350 Access code 325 7525. Please contact me if you have any  
questions, please call Warren Ribley at  
217-836-9553.



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456 Fulton Street ♦ Suite 401 ♦ Peoria, IL 61602 ♦ [www.trvda.com](http://www.trvda.com)

**MEMORANDUM**

**TO: Tri-County River Valley  
Development Authority**

**FROM: Warren Ribley  
Executive Director**

**Date: February 6, 2020**

**RE: TRVDA Board Meeting**

Please find enclosed the agenda packet of information for the meeting of the Board of Directors at 12:00 p.m. on February 13, 2020 at the Labor Temple, 401 NE Jefferson Street, Peoria, IL 61602. Please call Warren at 217-836-9553 or Andy at 217-899-7525 if you have any questions.

List of Attachments:

- A. Agenda for the Meeting
- B. Roll Call
- C. Minutes of the Previous Meeting
- D. Operations Report



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456 Fulton Street ♦ Suite 401 ♦ Peoria, IL 61602 ♦ [www.trvda.com](http://www.trvda.com)

**Tri-County River Valley Development Authority  
Meeting of Board of Directors  
Thursday, February 13, 2020 - 12:00 p.m.  
Peoria, Illinois**

**AGENDA**

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Approval of the Agenda
- V. Secretary's Report
  - a. Approval of the Minutes of the December 19, 2019 Meeting
- VI. Treasurer's Report
- VII. Committee Reports
  - a. Operations Report
- VIII. Old Business
  - a. Approval of Administrative Contracts
- IX. New Business
  - a. Resolution No. #19-007 – A Preliminary Inducement Resolution on behalf of the Peoria Warehouse District Lofts
  - b. Staff Agreements
  - c. Round Table Discussion of Potential Projects
- X. Announcements
  - a. Next Scheduled Meetings
    - i. Thursday, March 12, 2020 @ 12:00 pm, if needed
    - ii. Thursday, April 9, 2020 @ 12:00 pm, if needed
    - iii. Thursday, May 14, 2020 @ 12:00 pm, if needed
- XI. Adjournment

**Tri-County River Valley Development Authority  
Roll Call**

Date: \_\_\_\_\_

|       | <u>Name</u>         | <u>Appointing Authority</u> | <u>Present</u> | <u>Absent</u> |
|-------|---------------------|-----------------------------|----------------|---------------|
| _____ | 1. Bill Atkins      | Tazewell County             | _____          | _____         |
| _____ | 2. Laraine Bryson   | Governor (Peoria)           | _____          | _____         |
| _____ | 3. Jimmy Dillon     | Peoria County               | _____          | _____         |
| _____ | 4. Mike Everett     | Governor (Tazewell)         | _____          | _____         |
| _____ | 5. Marty Helfers    | Governor (Peoria)           | _____          | _____         |
| _____ | 6. Ty Livingston    | East Peoria City            | _____          | _____         |
| _____ | 7. Deborah Roethler | Peoria City                 | _____          | _____         |
| _____ | 8. Tony Rolando     | DCEO Designee               | _____          | _____         |
| _____ | 9. Mark Rotherth    | Pekin City                  | _____          | _____         |
| _____ | 10. Tim Schoon      | Woodford County             | _____          | _____         |
| _____ | 11. Michael Stevens | IDNR Designee               | _____          | _____         |
| _____ | TOTAL               |                             | _____          | _____         |

**Minutes of the  
Meeting of the Board of Directors  
Tri-County River Valley Development Authority  
December 19, 2019  
Peoria, Illinois**

**Members Present**

Bill Atkins, Tazewell County  
Jimmy Dillon, Peoria County Appointment  
Mike Everett, Governor Appointee (Tazewell)  
Ty Livingston, City of East Peoria  
Deborah Roethler, City of Peoria  
Mark Rothert, City of Pekin  
Tim Schoon, Woodford County Appointment  
Michael Stevens, Director, IDNR

**Members Absent**

Laraine Bryson, Governor Appointee (Peoria)  
Marty Helfers, Governor Appointee (Peoria)  
Tony Rolando, DCEO Designee

**Others Present**

Warren Ribley, Executive Director  
Andrew Hamilton, TRVDA  
Jeff Torricelli, TRVDA

The meeting was called to order at 12:05 p.m. The Pledge of Allegiance was said. Roll call was made identifying that a quorum was present. It was moved and seconded to approve the agenda. The motion carried. It was moved and seconded to approve the minutes of the October 18, 2017 meeting and the minutes and actions of all previous meetings as presented. The motion carried. It was moved and seconded to approve the Treasurer's report as presented. The motion carried.

**Old Business** – Staff presented an update and briefing on the newly reconstituted Board of Director appointments and the effort to reinvigorate the Board in pursuit of bond project opportunities to assist regional economic development efforts in the tri-county area. Several items were presented for consideration and discussion regarding operations and administration of the Board including the designation of location of the TRVDA official headquarters; a review of the current Board appointments, verification of contact information and term of appointments; consideration of the election of Officers; consideration of the appointments of Executive Director and administrative staff; briefing on the filing of Statements of Economic Interest; and approval of the Project Application and fee schedule. Upon discussion, it was agreed to retain the official headquarters address at 456 Fulton Street, Suite 101 Peoria but to hold Board meetings at noon on the second Thursday of each month, as needed, at The Labor Temple given ease of access and parking. Upon discussion a slate of Officers was presented to include Jimmy Dillon, Chairperson, Laraine Bryson, Vice Chairperson, Ty Livingston, Secretary and Tim Schoon, Treasurer. It was moved and seconded to elect the Officers as presented. The motion carried. A proposal was presented for consideration to adjust the administrative staff of the Authority under which Warren Ribley would become Executive Director. Upon discussion of the revised administrative structure, including a proposed compensation structure for the administrative

staff, a motion was made and seconded to name Warren Ribley as Executive Director. The motion carried. Staff agreed to present contracts at the next meeting for final consideration. A discussion ensued about the composition of the Board going forward. General agreement supported a Board composition that was balanced with representation from community-based organizations, organized labor and economic development professionals, as well as a balance of gender and ethnicity. To accomplish this objective, a suggestion was made and discussed to amend the organizational by-laws to allow for ex-officio members of the Board. The Executive Director was asked to research the question and present back to the Board in a future meeting. Discussions also centered around how to better market the products and services of the Authority and generally broaden awareness of how the Authority can be a catalyst to support regional economic development.

**New Business-** Staff offered and explained several Resolutions for consideration designed to update the policies and procedures of the Authority.

**Resolution 19-001-** A Resolution to establish a policy prohibiting sexual harassment.

**Resolution 19-002-** A Resolution to establish a policy to prevent conflicts of interest and establish a code of ethical conduct.

**Resolution 19-003-** A Resolution to establish a Procurement Policy governing for the procurement of contracts for legal, financial, and other professional and artistic services.

**Resolution 19-004-** A Resolution establishing responsibilities for Post-Closing Policies and Procedures governing Bond Transactions approved and closed in the name of the Authority.

**Resolution 19-005-** A Resolution establishing a Records Retention Policy governing the maintenance and preservation of official records of the Authority.

Thereupon, Chairman Dillon presented, and the Executive Director read the Resolutions. Chairman Dillon moved and Member Atkins seconded that the Resolutions as presented and read be adopted on a single roll call. Following discussion, the Chairman directed that the roll be called for a vote upon the motion to adopt the Resolutions. Upon the roll being called, the following members voted AYE: Bill Atkins, Jimmy Dillon, Mike Everett, Ty Livingston, Deborah Roethler, Mark Rothert, Tim Schoon and Michael Stevens. The following members voted NAY: None. The following members voted present: none. The following members were absent: Laraine Bryson, Marty Helfers, and Tony Rolando. WHEREUPON, Chairman Dillon declared the motion carried and the Resolutions adopted and did direct the Secretary to record the same in full in the records of the Authority.

**Resolution 19-006 Regarding the Scheduling of Meetings** - Staff presented a Resolution Regarding the Scheduling of Meetings. Upon discussion, it was recommended to hold meetings of the Authority on the second Thursday of the month at noon, twelve pm. It was moved and seconded to approve the resolution as presented. Following discussion, the motion carried, and the Executive Director was directed to distribute the schedule of meetings to each Board member.

With no further business, it was moved and seconded to adjourn. The motion carried. The meeting adjourned at 1:25 p.m.

Respectfully submitted,  
Ty Livingston, Secretary

**Tri-County River  
River Valley Development Authority  
Operations Report  
February 13, 2020**

**A. Peoria Warehouse District Lofts**

Warehouse District Lofts will be the adaptive reuse of two historic buildings in Peoria's Warehouse District into 134 units of affordable housing targeted to those earning up to 60% AMI. The project will offer one and two-bedroom units with off-street parking, on-site management, elevators, and a business center. In-unit amenities will consist of blinds, carpet, vinyl laminate flooring, central HVAC, coat closets, dishwashers, garbage disposals, microwaves, refrigerators and ovens. Finishes will be quality and will complement the historic nature of the development.

The project consists of two sites, located within 500 feet of one another, hence the project addresses are 800 SW Washington and 908 SW Washington. Both five-story, brick constructed buildings contain approximately 52,500 square feet. Both buildings are accessible via the southeast side of SW Washington Street.

The 800 SW Washington building was constructed in 1904 and housed the operations and warehouse for the Wilson Grocery Company. It is considered a Contributing Building in the NR Warehouse District. The building at 908 SW Washington was constructed in 1883, is also considered a Contributing Building in the NR Warehouse District and is the oldest building in the district.

Both buildings are considered contributing to Peoria's Historic Warehouse District, as recognized by the National Parks Service. Full historic applications are being submitted for each building.

Cohen-Esrey Development Group is currently working with the city of Peoria to provide access to the southeast sides of the buildings, via Commercial Street. Both sites are serviced by municipal water and sewer, electricity, natural gas, and electronic communications infrastructure. Neither site is located within a flood zone.

Parking for residents will be provide via surface e parking lots on the southeast side of the buildings, a surface parking lot to the east of 908 SW Washington and designated on-street parking along SW Washington Street. The buildings are located in the Warehouse District, which features numerous employment and entertainment activities, which increase in number as the area revitalizes.

Cohen-Esrey Development Group anticipates starting construction in June of 2020 and delivering units no later than December of 2021. During construction, Cohen-Esrey is

estimating between 100-150 construction related jobs during an 18-month period in the Greater Peoria metropolitan area.

Warehouse District Lofts anticipates hiring full-time staff to operate the property after construction completion. Cohen-Esrey is currently assuming two-full time managers, a part-time leasing agent (as needed) and two-full time maintenance staff members.

When complete, the development will provide 134 units of rental housing, operating on a 12- month lease, to one to three-person households earning 60 percent of area median income.

Warehouse District Lofts will be financed with \$20MM of tax-exempt bonds with the remaining \$9.8MM funded through a taxable tail. The bonds will fund the construction portion of the development. The bonds will be privately placed. Once construction has been completed, the construction loan will be paid off with historic tax credit equity, LIHTC equity, River Edge Credit equity and permanent debt. The permanent debt is approximately \$10.8MM.

**B. Round Table Discussion for Potential Projects**

Staff recommends a formal permanent listing on the Board Agenda to discuss potential projects being brought to the Board. This has proven to help generate new Authority activity.



**Tri-County River Valley Development Authority**  
**Schedule of 2020-21 Meetings**

|                    |          |                               |
|--------------------|----------|-------------------------------|
| January 19, 2020   | Thursday | Board Meeting                 |
| February 13, 2020  | Thursday | Board Meeting                 |
| March 12, 2020     | Thursday | Board Meeting                 |
| April 9, 2020      | Thursday | Board Meeting                 |
| May 14, 2020       | Thursday | Board Meeting                 |
| June 11, 2020,     | Thursday | Board Meeting                 |
| July 9, 2020       | Thursday | Board Meeting                 |
| August 13, 2020    | Thursday | Board Meeting                 |
| September 10, 2020 | Thursday | Board Meeting                 |
| October 8, 2020    | Thursday | Board Meeting                 |
| November 12, 2020  | Thursday | Board Meeting                 |
| December 10, 2020  | Thursday | Board Meeting- Annual Meeting |
|                    |          |                               |
| January 14, 2021   | Thursday | Board Meeting                 |
| February 11, 2021  | Thursday | Board Meeting                 |
| March 11, 2021     | Thursday | Board Meeting                 |
| April 8, 2021      | Thursday | Board Meeting                 |
| May 13, 2021       | Thursday | Board Meeting                 |
| June 10, 2021      | Thursday | Board Meeting                 |
| July 8, 2021       | Thursday | Board Meeting                 |
| August 12, 2021    | Thursday | Board Meeting                 |
| September 9, 2021  | Thursday | Board Meeting                 |
| October 14, 2021   | Thursday | Board Meeting                 |
| November 11, 2021  | Thursday | Board Meeting                 |
| December 9, 2021   | Thursday | Board Meeting- Annual Meeting |

*All regular meetings of the Authority will be held on the days identified at twelve noon at The Labor Temple, 401 NE Jefferson St, Peoria, only if needed to take official action.*

**Adopted 12-19-19**

## Tri-County River Valley Development Authority Attendance Sign In Sheet

Date of Meeting \_\_\_\_\_

Location of Meeting \_\_\_\_\_

| <u>Name</u> | <u>Company</u> | <u>Phone</u> |
|-------------|----------------|--------------|
| 1. _____    | _____          | _____        |
| 2. _____    | _____          | _____        |
| 3. _____    | _____          | _____        |
| 4. _____    | _____          | _____        |
| 5. _____    | _____          | _____        |
| 6. _____    | _____          | _____        |
| 7. _____    | _____          | _____        |
| 8. _____    | _____          | _____        |
| 9. _____    | _____          | _____        |
| 10. _____   | _____          | _____        |
| 11. _____   | _____          | _____        |
| 12. _____   | _____          | _____        |
| 13. _____   | _____          | _____        |
| 14. _____   | _____          | _____        |
| 15. _____   | _____          | _____        |
| 16. _____   | _____          | _____        |
| 17. _____   | _____          | _____        |
| 18. _____   | _____          | _____        |
| 19. _____   | _____          | _____        |
| 20. _____   | _____          | _____        |
| 21. _____   | _____          | _____        |
| 22. _____   | _____          | _____        |
| 23. _____   | _____          | _____        |
| 24. _____   | _____          | _____        |
| 25. _____   | _____          | _____        |
| 26. _____   | _____          | _____        |
| 27. _____   | _____          | _____        |
| 28. _____   | _____          | _____        |
| 29. _____   | _____          | _____        |
| 30. _____   | _____          | _____        |

**Tri-County River Valley Development Authority**  
**Preliminary Bond Resolution No. 19-007**

WHEREAS, there has been presented to the Tri-County River Valley Development Authority (the "Authority") by Cohen-Esrey Development Group, a Kansas Limited Liability Company or a related company, entity or designee (the "Borrower"), an application for the issuance of revenue bonds by the Authority and a proposed Memorandum of Agreement (the "Agreement") by and between the Authority and the Borrower with respect to a project in Peoria, Tazewell or Woodford County Illinois, (the "Counties"), consisting of the acquisition of land, the construction of improvements thereto and the acquisition of machinery, equipment and related property to be installed therein (the "Project"); and

WHEREAS, a determination has been made by the Authority that the financing of all or a portion of the Project by the Authority will increase employment in the Counties; and

WHEREAS, all or a portion of the expenditures relating to the Project (the "Expenditures") (i) have been paid within the 60 days prior to this Resolution, or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the Authority (based upon information supplied by the Borrower, on which the Authority believes it is reasonable and prudent to rely) and the Borrower reasonably expect to reimburse themselves for the Expenditures with the proceeds of the Bonds or another borrowing; and

WHEREAS, each of the members of the Authority has read the form of the Agreement;

NOW, THEREFORE, Be it resolved by the members of the Authority that the application of the Borrower is accepted and approved; that the Agreement presented to this meeting is approved; and that the Chairman or the Executive Director of the Authority is hereby authorized and directed to execute, and the Secretary and/or any Assistant Secretary of the Authority is authorized and directed to attest and to affix the official seal of the Authority to, the Agreement on behalf of the Authority, and to do any and all things necessary or desirable in order to carry out the intention of the parties as expressed therein.

Be it further resolved that upon final determination of the details of the financing, and subject to the terms and conditions of the Agreement, the Authority will take all further steps necessary to issue its revenue bonds on behalf of the Borrower in an aggregate principal amount not to exceed **\$30,000,000** (the "Bond Amount") provided, that on or before **December 31, 2020** (or such other date as shall be mutually satisfactory to the Authority and the Borrower), the Authority and the Borrower shall have agreed to mutually acceptable terms for said revenue bonds and the contracts, agreements and proceedings related thereto and referred to in the Agreement.

Be it further resolved that the Authority and the Borrower reasonably expect to reimburse themselves for costs of the Project to be paid on or after the date of the adoption of this Resolution from the proceeds of said revenue bonds in a maximum principal amount not to exceed the Bond Amount; that this Resolution is a declaration of

official intent under Treasury Regulation Section 1.103-8; and that this Resolution shall be made available for public inspection at the main administrative office of the Issuer within 30 days after passage, and will remain available for public inspection on a reasonable basis until at least the date of the issuance of said revenue bonds.

Be it further resolved that the Secretary of the Issuer is hereby authorized to determine, in conjunction with the Borrower, a date for a public hearing on the plan of financing of the Project and the proposed issuance of the Bonds, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and to publish a public notice of such hearing; that said public hearing may be held by the Executive Director of the Issuer or his designee and such notice shall be published in such newspaper or newspapers as the Secretary, in consultation with the Borrower, may determine, but in any event not less than one time not less than fourteen (14) days prior to the public hearing date in a newspaper of general circulation in the Counties.

PRESENTED, PASSED, AND APPROVED by the Board of Directors of the Tri-County River Valley Development Authority this 13<sup>th</sup> day of February 2020.

TRI-COUNTY RIVER VALLEY  
DEVELOPMENT AUTHORITY

BY: \_\_\_\_\_  
Jimmy Dillon, Chairman

(SEAL)

ATTEST: \_\_\_\_\_  
Ty Livingston, Secretary

\_\_\_\_\_  
Date

**Tri-County River Valley Development Authority**  
**Executive Director Agreement**

This AGREEMENT entered into between **WCR Enterprises LTD.**, with offices located at 811 South Lytle Street #604, Chicago, Illinois, 60607-4216 (the "Contractor") and the **Tri-County River Valley Development Authority**, with offices located at 456 Fulton Street, Suite 401, Peoria Illinois 61602, ("Authority").

**Article I - Statement of Work** – The Contractor agrees to provide assistance to the Authority in relation to operational activities of the Development Authority. Contractor's duties shall include, but not be limited to the following:

(A) **Operational Assistance** – The Contractor will work with the Authority and potential clients in relation to processing of requests for financial assistance. The Contractor will explain the alternatives available servicing accounts, the decision-making process, board and committee structures, deal structuring, alternative strategies, loan and investment instruments, benefits and returns, risks, marketing and other issues.

(B) **Analysis of Potential Projects** – The Contractor will assist the Authority in structuring and analyzing its products by reviewing operational structures of projects, eligibility, pricing and returns to the Authority.

(C) **Other Duties** – The Contractor will provide other services as may be specified by the Authority in connection with the operation of the authority.

**Article II - Period of Performance** - The period of performance of this agreement shall be three (3) years, renewing annually, commencing on January 1, 2020 and concluding at the end of each fiscal year.

**Article III - Compensation** – The Contractor will be compensated at the rate of two thousand dollars (\$2,000) per month. The Contractor will also be reimbursed for all travel expenses, which shall include mileage at the rate per mile allowed by the Internal Revenue Service, and other out of budget expenses as required must receive approval from the Chairman of the Authority. The Contractor will also be entitled to an Administrative Fee of 1/3 of any fee income received by the Authority for additional services. The Fee will be contingent on successful receipt of fee income and attributable to the Contractor during the then current term of this agreement even if the fee income is received after the expiration of this agreement; provided, however, that no fee shall be paid for fees received more than 12 months after termination. The Authority shall not be obligated for payment of said compensation if funds, including all accounts, are insufficient for payment of such compensation.

Compensation payable under this agreement shall be the sole responsibility of the Authority. Any county having representation on the Authority Board of Directors shall not have any liability, direct or indirect, for any compensation due or payable under this Agreement.

**Article IV - Termination** - This agreement may be terminated by either party, for cause, providing six (6) month written notice.

**Article V - Independent Contractor** – The Contractor is an independent contractor rendering professional services. WCR Enterprises is not an employee of the Authority in any respect.

**Article VI - Business Practices** – The Contractor represents and covenants that it:

A. Has no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any government official or to any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any government official, to unlawfully influence any act or decision of any governmental official.

B. Will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

C. Will disclose any representation and compensation for any services from a company or entity seeking bond financing or enterprise zone benefits from the Authority.

**Article VII - Hold Harmless** - Each party agrees to hold the other harmless from any damages, claims or costs from any source incurred as a result of the negligent acts of its owners or employees.

**Article VIII - Integration** - This agreement constitutes the entire agreement between the Authority and the Contractor and supersedes all previous understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by both parties.

**Article IX - Notices** - All notices, requests, and other communications hereafter shall be in writing and shall be deemed to have been duly given if hand delivered and receipted, or mailed, certified or registered mail, return requested, to the Contractor or if to the Authority, with offices located at the address listed in the beginning of this agreement, or at such other addresses either party may designate by written notice to the other. Any such notices, requests or other communications shall be deemed to have been duly given five (5) days after deposit in the mail.

**Jimmy Dillon, Chairman**

By: \_\_\_\_\_

**Warren C. Ribley, WCR Enterprises Ltd.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Tri-County River Valley Development Authority**  
**Assistant Executive Director Agreement**

This AGREEMENT entered into between **Andrew J. Hamilton** with offices located at 1032 South Vine Avenue, Park Ridge, Illinois, 60068-4856 (the "Contractor") and the **Tri-County River Valley Development Authority**, with offices located at 456 Fulton Street, Suite 401, Peoria Illinois 61602, (the "Authority").

**Article I - Statement of Work** – The Contractor agrees to provide assistance to the Executive Director of the Authority in relation to operational activities of the Development Authority. The Contractor's duties shall include, but not be limited to the following:

- (A) **Operational Assistance** - The Contractor will work with the Executive Director of the Authority and potential clients in relation to processing of requests for financial assistance. The Contractor will explain the alternatives available servicing accounts, the decision-making process, board and committee structures, deal structuring, alternative strategies, loan and investment instruments, benefits and returns, risks, marketing and other issues.
- (B) **Analysis of Potential Projects** - The Contractor will assist the Authority in structuring and analyzing its products by reviewing operational structures of projects, eligibility, pricing and returns to the Authority.
- (C) **Other Duties** - The Contractor will provide other services as may be specified by the Authority in connection with the operation of the Authority.

**Article II - Period of Performance** - The period of performance of this agreement shall be for a period of the fiscal year of the Authority, renewing annually, and concluding at the end of each fiscal year, unless terminated under Article IV of this Agreement.

**Article III - Compensation** - The Contractor will be compensated at the rate of five hundred dollars (\$500) per month. The Contractor will also be reimbursed for all travel expenses, which shall include mileage at the rate per mile allowed by the Internal Revenue Service, and other out of pocket expenses as approved by the Chairman of the Authority. The Authority shall not be obligated for payment of said compensation if funds, including all accounts, are insufficient for payment of such compensation.

Compensation payable under this agreement shall be the sole responsibility of the Authority. Any county having representation on the Authority Board of Directors shall not have any liability, direct or indirect, for any compensation due or payable under this Agreement.

**Article IV - Termination** - This agreement may be terminated by either party, for cause, providing sixty day (60) written notice.

**Article V - Independent Contractor** - The Contractor is an independent contractor rendering professional services. The Contractor is not an employee of the Authority in any respect.

**Article VI - Business Practices** - The Contractor represents and covenants that it:

A. Has no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any government official or to any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any government official, to unlawfully influence any act or decision of any governmental official.

B. Will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

C. Will disclose any representation and compensation for any services from a company or entity seeking bond financing or enterprise zone benefits from the Authority.

**Article VII - Hold Harmless** - Each party agrees to hold the other harmless from any damages, claims or costs from any source incurred as a result of the negligent acts of its owners or employees.

**Article VIII - Integration** - This agreement constitutes the entire agreement between the Authority and Andrew Hamilton and supersedes all previous understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by both parties.

**Article IX - Notices** - All notices, requests, and other communications hereafter shall be in writing and shall be deemed to have been duly given if hand delivered and receipted, or mailed, certified or registered mail, return requested, to The Contractor or if to the Authority, with offices located at the address listed in the beginning of this agreement, or at such other addresses either party may designate by written notice to the other. Any such notices, requests or other communications shall be deemed to have been duly given five (5) days after deposit in the mail.

**Jimmy Dillon, Chairman**

By: \_\_\_\_\_

**Andrew J. Hamilton**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Tri-County River Valley Development Authority**  
**Director of Governmental Affairs Agreement**

This AGREEMENT entered into between **Torricelli Lobbying & Consulting, LLC** with offices located at 1637 Appalachian Trail, Rochester, Illinois, 62563 ("Contractor") and the **Tri-County River Valley Development Authority**, with offices located at 456 Fulton Street, Suite 401, Peoria Illinois 61602, (the "Authority").

**Article I - Statement of Work** – The Contractor agrees to provide assistance to the Executive Director of the Authority in relation to governmental affairs activities of the Authority. The Contractor's duties shall include, but not be limited to the following:

- (A) **Legislative and Regulatory Assistance** - The Contractor will work with the Executive Director of the Authority in relation to appraisal of pending, proposed or may be proposed activities with other State or local units of government. The Contractor will provide information and guidance related to the matters effecting the Authority and make recommendations as to appropriate actions to be taken consistent with the objectives of the Authority.
- (B) **Public Affairs Assistance** - The Contractor will assist the Executive Director of the Authority in working with key legislative or regulatory officials and their staffs on matters pertaining to business, products, reputation or interests of the Authority.
- (C) **Representation Assistance** – The Contractor, upon instructions from the Executive Director of the Authority, undertake such actions deemed appropriate and consistent with the objectives of the Authority which may include, but not be limited to appearing and/or testifying a hearings and meetings to promote the interests of the Authority with respect to matters and/or proceedings pending, proposed or may be proposed before, governmental, legislative, administrative and/or executive governmental bodies.
- (D) **Compliance** - Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of the Authority and those of The Contractor. The Contractor agrees, if so directed by the Authority to promptly refrain from performing Services with respect to such area of conflicting interest. The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official. As required by the law, the Contractor will annually register and list the Authority, as one who employs the Contractor to perform lobbying services for the contract term and requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action".
- (E) **Other Duties** - The Contractor will provide reports, verbal or written on a regular basis and other services as may be specified by the Authority in connection with the governmental affairs of the Authority.

**Article II - Period of Performance** - The period of performance of this agreement shall be for a period of the fiscal year of the Authority, renewing annually, and concluding at the end of each fiscal year, unless terminated under Article IV of this Agreement.

**Article III - Compensation** - The Contractor will be compensated at the rate of five hundred dollars (\$500) per month. The Contractor will also be reimbursed for all travel expenses, which shall include mileage at the rate per mile allowed by the Internal Revenue Service, and other out of pocket expenses as approved by the Chairman of the Authority. The Authority shall not be obligated for payment of said compensation if funds, including all accounts, are insufficient for payment of such compensation.

Compensation payable under this agreement shall be the sole responsibility of the Authority. Any county having representation on the Authority Board of Directors shall not have any liability, direct or indirect, for any compensation due or payable under this Agreement.

**Article IV - Termination** - This agreement may be terminated by either party, for cause, providing sixty day (60) written notice.

**Article V - Independent Contractor** - The Contractor is an independent contractor rendering professional services. The Contractor is not an employee of the Authority in any respect.

**Article VI - Business Practices** - The Contractor represents and covenants that it:

A. Has no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any government official or to any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any government official, to unlawfully influence any act or decision of any governmental official.

B. Will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

C. Will disclose any representation and compensation for any services from a company or entity seeking bond financing or enterprise zone benefits from the Authority.

**Article VII - Hold Harmless** - Each party agrees to hold the other harmless from any damages, claims or costs from any source incurred as a result of the negligent acts of its owners or employees.

**Article VIII - Integration** - This agreement constitutes the entire agreement between the Authority and the Contractor and supersedes all previous understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by both parties.

**Article IX - Notices** - All notices, requests, and other communications hereafter shall be in writing and shall be deemed to have been duly given if hand delivered and receipted, or mailed, certified or registered mail, return requested, to the Contractor or if to the Authority, with offices located at the address listed in the beginning of this agreement, or at such other addresses either party may designate by written notice to the other. Any such notices, requests or other communications shall be deemed to have been duly given five (5) days after deposit in the mail.

**Jimmy Dillon, Chairman**

By: \_\_\_\_\_

**Jeffrey Torricelli, Torricelli Lobbying & Consulting**

By: \_\_\_\_\_

Date: \_\_\_\_\_