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R. STEVE SONNEMAKER
PEORIA CITY CLERK**REDEVELOPMENT AGREEMENT**

This REDEVELOPMENT AGREEMENT (“Agreement”) between **THE CITY OF PEORIA** (“City”), an Illinois municipal corporation, and **NEW JUNCTION VENTURES, LLC** (“Redeveloper”), an Illinois limited liability company, is entered into this 15th day of June, 2015.

RECITALS

WHEREAS, the Redeveloper has requested that the City create a special service area (“SSA”) consisting of the area described on **Schedule 1** attached hereto and made a part hereof (the “SSA Area”) pursuant to the Illinois Special Service Area Tax Law (35 ILCS 200/27-5 et seq.) (the “Act”) and the City’s home rule powers; and

WHEREAS, the purpose of the SSA would be to provide special services (as defined in the Act) which include the construction of traffic improvements to create a new intersection in the 5700 block of N. Knoxville Avenue, adjacent to Donovan Park and Junction City Shopping Center, and related utility and stormwater drainage improvements (the “Project”); and

WHEREAS, the City, after due and careful consideration, has concluded that the construction of the Project will promote the growth and development of the surrounding area and improve public safety on North Knoxville Avenue; and

WHEREAS, the City has previously adopted Ordinance No. 17,191 on February 24, 2015, proposing the creation of the SSA attached as Exhibit A; and

WHEREAS, the City has previously adopted Ordinance No. 17,207 on March 24, 2015 providing for a period of objection to the creation of the SSA attached as Exhibit B; and

WHEREAS, all Notices and public hearing required by the Act have been given and held; and

WHEREAS, the period of objection required by the Act expired on May 25, 2015, and no objections to the creation of the SSA have been made or filed as required by the Act; and

WHEREAS, the City is willing to proceed with the creation of the SSA as set forth herein;

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I: SSA ORDINANCE AND REDEVELOPER’S RESPONSIBILITIES

1.1 Consideration of Ordinance Following execution of this Agreement, the City shall consider the adoption of the Ordinance attached hereto as Exhibit C titled “An Ordinance Creating the Knoxville Junction Special Service Area and Providing for the Levy of the Special Taxes and Performance of Special Services” (“SSA Ordinance”).

1.2 Adoption of Ordinance. Provided that the City adopts the SSA Ordinance no later than June 9, 2015, this Agreement shall be in full force and effect. If the SSA Ordinance is not adopted this Agreement shall be and become null and void. If the Redeveloper fails to satisfy the conditions described in Section 3.1 (viii), the SSA Ordinance may be repealed by the City and this Agreement shall thereupon be and become null and void.

1.3 The Project. The Project shall be constructed in accordance with **Schedule 2**.

1.4 The Estimated Cost of Project. The estimated cost of the Project is set forth on the Project Budget attached hereto and incorporated herein as **Schedule 3** ("Project Budget").

1.5 Construction. The Redeveloper shall construct the Project on behalf of the City as set forth in this Agreement. All work with respect to the construction of the Project shall be in conformity with City specifications for the construction of public improvements, this Agreement, plans approved by the City pursuant to Section 2.1 of this Agreement and all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including, without limitation, environmental codes, life safety codes and prevailing wage laws (collectively, the "Requirements").

1.6 Regulatory Agreement. Within ten (10) days after date hereof, the Redeveloper shall organize an Illinois not-for-profit corporation named KNOXVILLE JUNCTION SPECIAL SERVICE AREA CORPORATION ("Knoxville Junction"). Each of the property owners of the parcels described in the SSA shall be entitled to membership in Knoxville Junction according to the percentages for each parcel within the SSA as described in the SSA Ordinance attached as Exhibit C. Knoxville Junction shall be organized for the purposes of facilitating the construction, financing, maintenance and use of the Special Services within the SSA as provided for in the SSA Ordinance. Within ten (10) days after date hereof the City and Knoxville Junction shall enter into a Regulatory Agreement in the form attached hereto as Exhibit D. Thereafter, Knoxville Junction together with New Junction Ventures, LLC shall be and become a Developer under this Agreement. While not expected, if there is any conflict between the Regulatory Agreement and this Agreement, the provisions of this Agreement shall control.

ARTICLE II: CONSTRUCTION OF THE PROJECT

2.1 Submission and Approval of Plans. The Redeveloper shall submit to the City plans and specifications for the Project within thirty (30) days after the date of this Agreement. The City shall review the Plans for the purpose of determining compliance with the Requirements. It is understood that in the event that the Plans do not so comply, the Redeveloper shall amend the Plans, prior to proceeding further with the Project, all in accordance with the provisions of this Section 2.1.

The City's approval or disapproval of the Plans must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. If the City does not approve or disapprove the Plans within thirty (30) days after receipt, they shall be deemed approved. If disapproved, the Redeveloper shall, within thirty (30) days from the date of disapproval, resubmit revised Plans which the City shall review within twenty-one (21) days. This process

shall repeat until the Plans are approved by the City. The City will not unreasonably withhold its approval.

2.2 Commencement and Completion Requirements.

2.2.1 Commencement. The Redeveloper shall commence construction of the Project not later than thirty (30) days after the approval of the Plans as set forth in Section 2.1 above.

2.2.2 Completion of the Project. The Redeveloper shall complete construction of Project not later than one (1) year after approval of the Plans as set forth in Section 2.1 above. For the purpose of this Section 2.2, "completion of construction" means the complete construction of the Project, except for minor and ancillary alterations or additional work.

2.3 Quality of Construction and Conformance to Requirements. All work with respect to the Project shall conform to the Requirements. Failure to conform to the Requirements, including failure to obtain proper permits, will nullify the City's obligations under this Agreement. The Redeveloper shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and shall cause the Project to be constructed in a good and workmanlike manner in accordance with **Schedule 2**.

2.4 Coordination with the City. Prior to the beginning of construction, and throughout construction of the Project, the Redeveloper will coordinate with appropriate City staff to ensure compliance with the Requirements.

2.5 Utilities. All arrangements for utilities must be made by the Redeveloper with the applicable utility company.

2.6 Insurance.

2.6.1 Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, all such policies to be in such form and issued by such companies as shall be acceptable by City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as coinsureds and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.6.2 Builder's Risk Prior to Completion. Prior to completion of the construction of the Project as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physi-

cal loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by companies satisfactory to the City and shall name the City as a coinsured. All such policies shall contain a provision that the same will not be cancelled or modified without prior 30-day written notice to the City.

2.7 Rights of Inspection: Agency. During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Plans or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right, the City or any other party may have against the Redeveloper or any other party for noncompliance with the Plans or the terms of this Agreement.

2.8 Prevailing Wage Act. This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Prevailing Wage Act”). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (the “Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Redeveloper has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Prevailing Wage Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

ARTICLE III: CONDITIONS AND REPRESENTATIONS.

3.1 Conditions. The obligations of the City under this Agreement are subject to the satisfaction of the following conditions precedent, as determined by the City in its sole discretion:

- (i) all representations and warranties made by the Redeveloper in this Agreement and all schedules, documents, certificates or exhibits delivered by the Redeveloper pursuant to this Agreement are true and correct in all material respects;
- (ii) all of the covenants and obligations to be performed on the part of the Redeveloper under this Agreement have been timely and properly performed or waived by a writing signed by the City;
- (iii) the Redeveloper has obtained financing for the construction of the Project;
- (iv) the City shall have approved the Plans for the Project pursuant to Article II of this Agreement;
- (v) the Redeveloper shall have delivered to the City proof that policies of insurance of the types and coverages specified in Section 2.6 hereof have been obtained and are in force;
- (vi) an executed contract or contracts with one or more general contractors (which contractors shall be reasonably acceptable to the City) for the construction of the Project;

(vii) evidence that the Redeveloper has been properly organized and has proper authority so as to allow it to execute and deliver this Agreement and complete the transactions contemplated hereby.

(viii) no later than August 7, 2015 or such other date as may be agreed between the parties, Redeveloper shall obtain and provide to the City a document signed by each of the Parcel Owners within the SSA consenting to this Agreement and the SSA Ordinance. Additionally, no later than August 7, 2015, Redeveloper shall have acquired title (directly or indirectly through entities controlled by the Redeveloper or Redeveloper's transferee) to the real property commonly known as 5712-5720 N. Knoxville Avenue, Peoria, Illinois.

(ix) such other documents, resolutions and other items reasonably required by the City and/or its legal counsel.

3.2 Termination. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligations under this Agreement unless documentation evidencing the satisfaction or waiver of the conditions set forth in Section 3.1 above, in form and substance satisfactory to the City in its sole discretion, is delivered to the City on or before August 7, 2015 (the "Due Diligence Expiration Date"). In the event that such documentation is not delivered to the City on or before the Due Diligence Expiration Date, the City shall have the right to terminate this Agreement by written notice to the Redeveloper on or before the date ten (10) days after the Due Diligence Expiration Date (the "Due Diligence Termination Date"). In the event that the City delivers such a notice terminating the Agreement as provided under this paragraph, the parties shall have no further rights or obligations under this Agreement.

ARTICLE IV: SPECIAL SERVICE AREA

4.1 Implementation of SSA Ordinance. If the City does not terminate this Agreement on or before the Due Diligence Termination Date pursuant to Section 3.2 of this Agreement, the City and the Redeveloper shall take all reasonable steps necessary and appropriate to implement all provisions of the SSA Ordinance in accordance with the Act. The Redeveloper will execute all consents and other documents and necessary to facilitate the prompt implementation of the SSA.

4.2 SSA Tax Levy. Pursuant to the Act, the City shall levy a direct annual tax ("SSA Tax") in accordance with the SSA Ordinance attached as Exhibit C on all property within the SSA Area in an amount sufficient to pay the cost of construction of the Project, together with maintenance, administrative and financing costs related thereto (the "Reimbursement Amount"). The Reimbursement Amount shall not exceed the amounts set forth on the Project Budget and the costs described herein. The City shall abate the SSA Tax to the extent that such tax revenues exceed the Reimbursement Amount.

4.3 Disbursement of SSA Tax Proceeds. The City agrees to disburse the proceeds of the SSA Tax to the Redeveloper as set forth in this Section 4.3. Upon completion of the Project, the Redeveloper shall submit to the City a Requisition for Reimbursement of Project Costs in the form set forth as **Schedule 4** attached hereto ("Requisition Form"). The City shall review the Requisition Form and, subject to the City's confirmation that the request is in accordance with the provisions of this Agreement, shall reimburse the requested costs. Such reimbursement shall be paid in December 1 of each year, in the amount of SSA Taxes received by the City during such year.

4.4 Assignment of Reimbursement Right. The Redeveloper and the City acknowledge and recognize that the Redeveloper intends to borrow funds to construct the Project (the "Loan") and use the Reimbursement Amount to repay the Loan. The foregoing, however, shall not be construed to create a general obligation of the City or a commitment of the full faith and credit of

the City for the repayment of the Loan; it being intended that the only obligation of the City shall be to (pursuant to authority provided by law applicable to the SSA) exercise best and good faith efforts to collect the taxes due therefrom and remit same to the Redeveloper as provided herein. The City agrees that the Redeveloper may assign its right to receive reimbursements as set forth in Section 4.3 above as security for the Loan, provided that the Redeveloper delivers to the City a copy of such assignment. Upon a written direction from the Redeveloper, the City shall make such reimbursement payments to the assignee, to be applied as a repayment of the Loan.

4.5 Tax Levy Abatement/Adjustment. The parties further acknowledge and recognize that the levy and extension of the SSA Tax may produce more collected tax revenue than the Reimbursement Amount. If the SSA Tax shall exceed the Reimbursement Amount, then the City shall reduce/abate the levy of the SSA Tax to the amount of the Reimbursement Amount.

4.6 Use of SSA Tax. The revenue from the SSA Tax must be used in accordance with the City ordinance creating the SSA and only for the payment of costs of construction of the Project and the costs described herein.

4.7 Payment of Reimbursement Amount. The City shall not be obligated to pay the Reimbursement Amount (or any portion thereof) until the following conditions precedent have been satisfied to the satisfaction of the City in its sole discretion:

4.7.1 Completion of Construction of Project. The Redeveloper shall have completed construction of the Project in accordance with all Requirements and has notified the City in writing to that effect.

4.7.2 Dedication. The Redeveloper shall have dedicated those portions of the Project located on the public right-of-way to the City.

4.7.3 Acceptance of Public Improvements. The City shall have accepted the Project after determining compliance with the Requirements.

4.7.4 Compliance with Provisions. The Redeveloper has complied with all the provisions of this Agreement and is not otherwise in default under this Agreement.

ARTICLE V: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents warrants and agrees as the basis for the undertakings on its part herein contained that:

5.1 Organization. New Junction Ventures, LLC is a limited liability company organized, existing and in good standing under the laws of the State of Illinois. Knoxville Junction Special Service Area Corporation following organization will be organized as an Illinois not-for-profit corporation. The Redeveloper shall, as a condition precedent to the implementation of this Agreement, provide the City with the names and addresses of all officers, directors, shareholders, managers, and members of the Redeveloper.

5.2 Authorization. The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

5.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of the Redeveloper's organizational documents or any

restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.

5.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the Redeveloper to proceed with the construction of the Project as of the date of this Agreement.

5.5 Conformance with Requirements. The Redeveloper represents and warrants that the construction of the Project in accordance with **Schedule 2** will in all respects conform to and comply with the Requirements.

5.6 Ownership of SSA Area. All owners of the parcels within the SSA Area have been given Notice as required by the Act and no objections to the formation of the SSA have been filed by any owner of any parcel within the SSA Area.

5.7 Special Services. The Project, including without limitation the matters described in the Project Budget, constitutes "special services" as defined in the Act.

ARTICLE VI: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

6.1 Organization and Authorization. The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

6.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

6.3 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE VII: NON-DISCRIMINATION

7.1 Non-discrimination. The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

ARTICLE VIII: REDEVELOPER INDEMNIFICATION OF CITY

The Redeveloper and its successors and assignees agree to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person or

persons, business, firm, partnership, limited liability company or corporation arising from (i) the Redeveloper's or its successors' or assignees' or agents', contractors', servants' or employees' construction of the Project, or from any work or activity of the Redeveloper or its successors or assignees or agents, contractors, servants or employees connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper or its successors or assignees in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence of the Redeveloper or its successors, assignees or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper or its successors or assignees of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; or (v) any violation by the Redeveloper or its successors or assignees or agents, contractors, servants or employees of any applicable federal, state or local law, regulation or ordinance. The Redeveloper and its successors and assignees agree to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper or its successors or assignees upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper and its successors and assignees shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article VII shall be binding on the Redeveloper and its successors and assignees only for such period as the Redeveloper and its successors and assignees maintain a direct ownership interest in the Project or Project Site or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project or Project Site or part thereof.

ARTICLE IX: DEFAULT AND REMEDIES

9.1 Events of Default. The following shall be events of default ("Events of Default") with respect to this Agreement:

9.1.1 If any material representation made by the Redeveloper or City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

9.1.2 Breach by the Redeveloper or City of any material covenant, warranty or obligation set forth in this Agreement.

9.2 Remedies of Default or Bankruptcy or Dissolution. In the case of an Event of Default or bankruptcy or dissolution by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default or bankruptcy or dissolution within thirty (30) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of

Default or bankruptcy or dissolution shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or bankruptcy or dissolution, including but not limited to, proceedings to compel specific performance by the party in default of its obligations, and may pursue any and all other remedies available under the laws of the State of Illinois.

In case the City or Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

9.3 Other Rights and Remedies of City and Redeveloper: Delay in Performance Waiver.

9.3.1 No Waiver by Delay. Any delay by the City or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Redeveloper with respect to any specific Event of Default by the Redeveloper or City under this Agreement be considered or treated as a waiver of the rights of the City or Redeveloper under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Redeveloper.

9.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

9.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the acquisition or preparation of the Project Site for Redevelopment, or the beginning and completion of

construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Redeveloper with respect to the acquisition or construction of the Project shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE X: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to the construction of the Project provided for in this Agreement that the following will apply:

10.1 Non-Discrimination. The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or natural origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

10.2 Advertising. The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

10.3 Terms and Conditions. The Redevelopers or Redevelopers conducting business with the City of Peoria shall comply with the fair employment and affirmative action provisions of Chapter 17, Article III, and Division 4 of the municipal code. Anyone involved with employment or contracting for this Plan will be responsible for conformance with this policy and the compliance requirements of applicable state and federal regulations. The Redeveloper shall comply with the terms and conditions set forth on **Schedule 5**, Equal Employment Opportunity, attached hereto and made a part hereof. Where reference is made to "contractor" in **Schedule 5**, it shall mean the Redeveloper.

ARTICLE XI: MISCELLANEOUS**11.1 Authorized Representatives.**

11.1.1 Redeveloper. By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Manager(s) of the Redeveloper, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Redeveloper.

11.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

11.2 Entire Agreement. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper.

11.3 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

11.4 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

11.5 Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

11.6 Further Assistance and Corrective Instruments. The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

11.7 Notices. Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) fax with confirmation by first-class mail or (c) certified mail, return receipt requested at the following addresses:

To the City at:

City Clerk
City of Peoria
419 Fulton Street, Room 401
Peoria, IL 61602

With copies to:

City Manager
City of Peoria
419 Fulton, Room 207
Peoria, IL 61602

Corporation Counsel
City of Peoria
419 Fulton, Room 207
Peoria, IL 61602

And, to the Redeveloper at:

New Junction Ventures, LLC
Knoxville Junction Special Service Area
Corporation NFP
5901 N. Prospect Road
Peoria, Illinois 61604

with copies to:

Thomas E. Leiter
The Law Offices of Thomas E. Leiter
309-A Main Street
Peoria, Illinois 61602

or to the last known address of any party or to the address provided by an assignee if such address is given in writing. Any party may change its address by providing notice in accordance with this provision. In the event said notice is mailed, the date of service shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

11.8 Assignment. The Redeveloper may assign this Agreement to a not for profit entity controlled by the Redeveloper; provided, however, that the Redeveloper shall give prior written notice to the City of such assignment and such assignment shall not relieve the Redeveloper of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF PEORIA

By: *Pat Uls*
Its City Manager

Attest: *Beth Ball*
Its City Clerk

ACCEPTED AS TO FORM:
Donald B. Leist
Its City Attorney

NEW JUNCTION VENTURES, LLC

By: *Anthony Vizomni*
Anthony Vizomni, Trustee of the 2009
Alexis Khazzam Family Delaware Trust

By: *Thomas E. Leiter*
Thomas E. Leiter, Trustee of the 2009
Elizabeth Khazzam Family Delaware
Trust

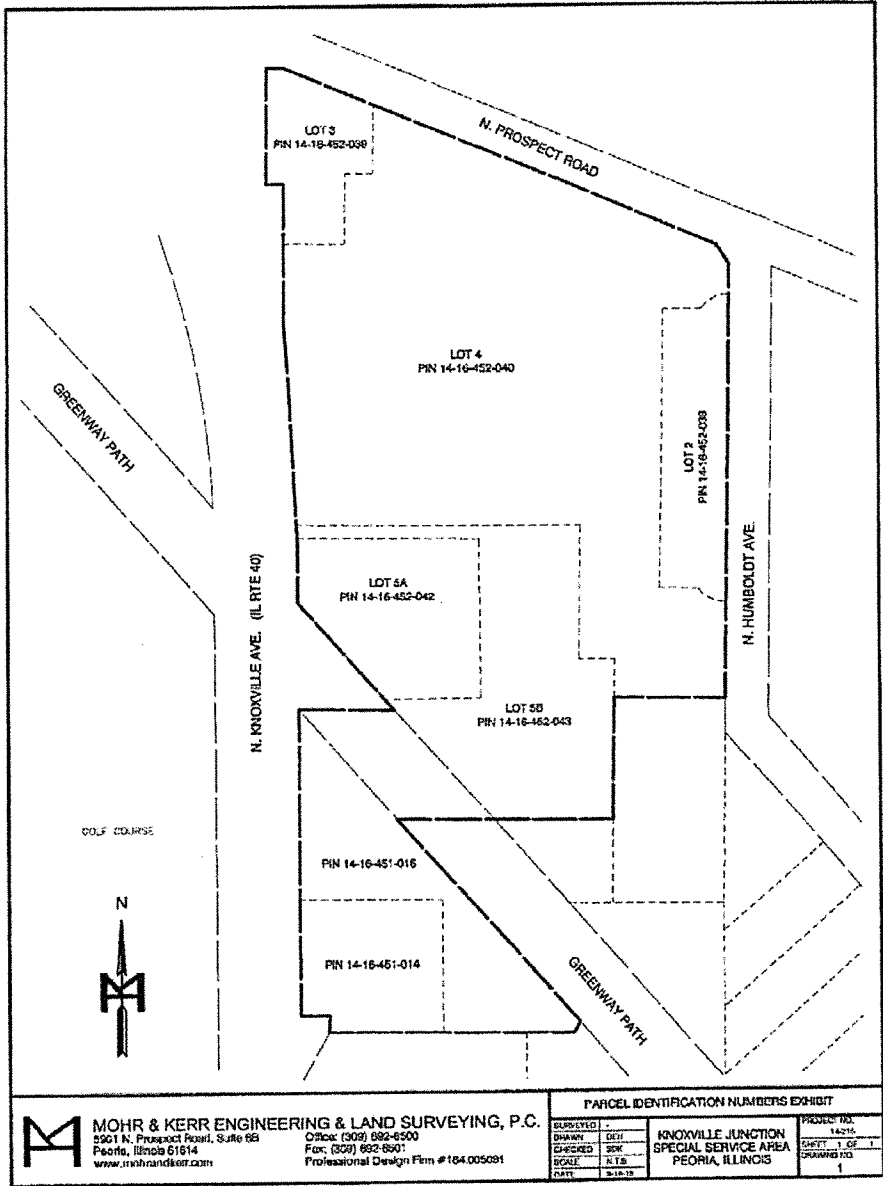
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JUL 02 2015

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

SCHEDULE 1

SSA AREA



SCHEDULE 2

DESCRIPTION OF PROJECT

THE PROJECT IS DESCRIBED IN THE ORDINANCES ADOPTED AND PROPOSED TO BE ADOPTED BY THE CITY OF PEORIA, ILLINOIS AS DESCRIBED IN EXHIBITS A, B AND C ATTACHED TO THE REDEVELOPMENT AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED AND THE PLANS AND SPECIFICATIONS REFERRED TO IN ARTICLE II.

SCHEDULE 3**PROJECT BUDGET**

Knoxville Junction
Special Service Area
Construction Cost Budget

Hard Costs	Amount	Source
Intersection/Traffic Signals		
Furnished Excavation	\$ 40,125.00	
Undercutting Subbase	\$ 4,000.00	
Aggr. Bse. Cse., Ca-6 (Bse. Rep.)	\$ 4,250.00	
Geo. Fab. For Base Course	\$ 75.00	
Sub Base Gran. Mat'l, Type B, 10"	\$ 14,300.00	
Furnishing And Placing Top Soil, 4"	\$ 2,375.00	
Top Soil Excavation	\$ 5,000.00	
Seeding, Class 1A	\$ 776.00	
Mulch, Method 2, Procedure 1	\$ 376.00	
Pipe / Inlet Protection	\$ 1,750.00	
Perimeter Erosion Barrier	\$ 2,688.00	
Temporary Ditch Check	\$ 125.00	
Bitum. Mat'ls. (Prime Coat)	\$ 6,946.88	
Hma Binder Base Course, 10"	\$ 103,500.00	
Hma Bind. Cse., IL-19.0, N50, 1 1/2"	\$ 14,400.00	
Hma Surf. Cse., Mix "D", N50, 1 1/2"	\$ 15,000.00	
Bituminous Shoulders, Type B, 6"	\$ 1,552.50	
Aggr. Wedge Shlds., Tv. B	\$ 3,432.00	
Aggr. Base Cse., Type B, 6"	\$ 907.50	
Trench Backfill (Storm)	\$ 650.00	
Pipe Culvert Removal	\$ 1,500.00	
Headwall Removal	\$ 1,500.00	
Ss, Ty. 1, Rcp, Class N, 15"	\$ 8,775.00	
Ss, Ty. 1, Rcp, Class III, 36"	\$ 9,500.00	
P.r.c.f.c.s., 36"	\$ 1,500.00	
Type A Manhole, 5' Dia	\$ 7,500.00	
Inlet, Type G-1, Type A Manhole, 5' Dia	\$ 7,500.00	
Stone Riprap, Rr4	\$ 1,782.00	
Filter Fabric	\$ 55.00	
C.c.c. & G., Ty. B-6.24	\$ 31,675.00	
Concrete Median, 4"	\$ 2,700.00	
Traffic. Cont. And Protection	\$ 25,000.00	
Pvm't. Mark. Removal	\$ 2,028.00	
Therm. Pvm't. Marking, Line 4"	\$ 2,312.50	
Therm. Pvm't. Marking, Line 8"	\$ 1,670.00	
Therm. Pvm't. Marking, Line 24"	\$ 826.50	
Therm. Pavm't Markings - L & S	\$ 1,507.00	
Temporary Construction Entrance	\$ 2,325.00	
Traffic Signals Complete	\$ 265,000.00	
Design Contingency	\$ 119,376.98	
Total Intersection/Traffic Signals	\$ 716,261.86	Pipco Bid
Additional Entrance Site Work		
Roadway connection to Junction City	\$ 187,950.00	Mohr & Kerr Engineering & Land Surveying Estimate
Overhead Utility Relocation		
Ameren - Overhead Electric Distribution Relocation	\$ 114,938.50	Ameren Illinois
AT&T/ Comcast Underground Distribution	\$ 135,061.50	Preliminary Estimate
Total Overhead Utility Relocation	\$ 250,000.00	
Detention Basin Reconfiguration	\$ 250,000.00	Mohr & Kerr Engineering & Land Surveying Estimate
Landscaping		
All Entrances & Common Areas	\$ 80,250.00	Greenview Landscaping Company
Total Landscaping & Irrigation	\$ 80,250.00	
Soft Costs	Amount	Source
Legal/Engineering/Professional Fees		
Mohr & Kerr Engineering & Land Surveying	\$ 68,350.00	Mohr & Kerr Engineering & Land Surveying Proposal
Christopher B. Burke Engineering Ltd.	\$ 12,800.00	Christopher B. Burke Engineering Ltd. Contract
The Leiter Group	\$ 67,274.42	The Leiter Group Invoice
Whitney & Associates	\$ 4,390.95	Whitney & Associates Invoice
Pre Development Expenses	\$ 7,722.77	Reimbursable Expenses
Total Legal/Engineering/Professional Fees	\$ 160,538.14	
General Conditions/Supervision/Contingency	\$ 185,000.00	
Total	\$ 1,830,000.00	
Interest Reserve	\$ 120,000.00	
Financing Amount	\$ 1,950,000.00	

SCHEDULE 4

CERTIFICATION OF PROJECT COSTS

REQUISITION FORM

Certification of Project Costs

The undersigned, Redeveloper under Redevelopment Agreement with the City of Peoria, Illinois providing for the creation of the Knoxville Junction Special Service Area does hereby certify that Redeveloper has incurred and paid the following parties for the listed items for the construction of the Project, as such term is defined in that certain Redevelopment Agreement dated _____, 2015 between the City and the Redeveloper (the "Agreement").

1. That it has incurred and paid the following parties for the listed items for the construction of the Project, as such term defined in that certain Redevelopment Agreement dated _____, 2015 between the City and the Redeveloper (the "Agreement").

[list each party to whom payment was made
and attached evidence of payment]

2. That all of such costs constitute "special services" as defined in the Illinois Special Service Area Tax Law (35 ILCS 200/27-5 et seq.) incurred in the construction of the Project (as defined in the Agreement).

IN WITNESS WHEREOF, Redeveloper has executed this instrument this _____ day of _____, 20__.

REDEVELOPER

By: _____

ATTEST:

By: _____

SCHEDULE 5**EQUAL EMPLOYMENT OPPORTUNITY**

I. In the event of the Redeveloper's noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Redeveloper may be declared nonresponsible and, therefore, ineligible for future contracts or subcontracts with the City of Peoria and such other sanctions or penalties may be imposed or remedies invoked as provided by ordinance.

During and with respect to the Redevelopment and construction of the Project, the Redeveloper agrees as follows:

It is hereby declared to be the public policy of the City of Peoria, that it will not execute a contract for good and/or services with any individual, business enterprise, supplier/vendor; maintain a financial relationship with any financial institution; or use the services of any labor organization or member thereof found to be in violation of the provisions of the Municipal Code for the City of Peoria, Chapter 17, Article III, Division 4, Section 17-118.

This clause covers contractors, vendors, suppliers, borrowers and/or recipients of city resources, purchasers and/or Redevelopers of city owned property, and any other individuals or entities providing goods and/or services to the City of Peoria; and are hereinafter referred to as "Contractor".

If any Contractor conducting business with the City of Peoria fails to comply with the fair employment and affirmative action provisions of Chapter 17, Article III, Division 4 of the municipal code (hereinafter Chapter 17), the city, at its option, may do any or all of the following:

- (1) Cancel, terminate, or suspend the contract in whole or in part;
- (2) Declare the contractor ineligible for further contracts for one calendar year;
- (3) The Fair Employment and Housing Commission (hereinafter FEHC), in accordance with its rules and regulations, shall have the power to impose a penalty upon any Contractor failing to comply with Chapter 17 in an amount not less than \$50.00; nor more than as provided in Chapter 1, Section 1-5 of the municipal code, for each day that the Contractor fails to comply, upon a specific finding of such violation. The FEHC may order a Contractor found guilty of failure to comply with the provisions of Chapter 17 to pay all or a portion of the legal costs incurred by the city as a result of prosecution of such violations. Penalties assessed under this clause may be recovered from the Contractor by setoff against unpaid portion of the contract price; and
- (4) Such other sanctions as may be imposed by the FEHC pursuant to the provisions of Chapter 17 and other applicable ordinance provisions of the municipal code.'

During the performance of this contract, the Contractor agrees:

- (A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age, or a physical and/or mental disability which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provisions of Peoria City Code, Chapter 17

and will require any subcontractor to submit to the City of Peoria a written commitment to comply with this division. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral, and selection of job applicants, prospective job applicants, members, or prospective contractors.

"The Contractor agrees that the provisions of Chapter 17, of the Municipal Code of the City of Peoria are hereby incorporated by reference, as if set out verbatim."

- (B) That it will examine each one of its workforce job classifications to determine if minorities and/or females are underutilized; and it will take appropriate affirmative action steps to rectify such identified underutilization.
- (C) That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability of minority and females in the area(s) from which it may reasonably recruit; and every good faith effort will be made in its selection process to minimize or eliminate identified areas of minority and/or female underutilization for each job classification for which there are employment opportunities.
- (D) That during the performance of this contract, the Contractor will maintain its "eligibility" status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EOO) an/or the FEHC for the City of Peoria.
- (G) That it will submit reports as required and furnish all relevant information as may from time to time be requested the EOO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EOO staff members for purposes of investigation to ascertain compliance with Chapter 17.
- (I) That it will include verbatim or by reference the provisions of Section 17-120 of Chapter 17 so that such provisions will be binding in the same manner as with other provisions of this contract. The Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the EOO and/or FEHC to be non-responsive and therefore, ineligible for contracts or subcontracts with the City of Peoria.
- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a process including penalties ; (v) the legal recourse, investigative and complaint process available through the Illinois

Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.

- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.

As used in this document, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, religion, color, national origin, because of habit, local custom, or otherwise.

REDEVELOPMENT AGREEMENT
KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT A

ORDINANCE NO. 17,191

**AN ORDINANCE PROPOSING THE CREATION OF A
KNOXVILLE JUNCTION PROPERTY TAX
SPECIAL SERVICE AREA IN THE CITY OF PEORIA, ILLINOIS,
AND PROVIDING FOR A PUBLIC HEARING AND
OTHER PROCEDURES IN CONNECTION THEREWITH**

WHEREAS, The City of Peoria is home rule unit exercising power and authority pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City of Peoria desires to establish, by virtue of its home rule powers and the Illinois Special Service Area Tax Law (35 ILCS 200/27-5 et seq.) a Special Service Area within the City of Peoria; and

WHEREAS, the City of Peoria has received a request from an owner of land within the proposed Special Service Area asking that a Special Service Area be established:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Peoria, Illinois as follows:

Section 1. AUTHORITY TO ESTABLISH A SPECIAL SERVICE AREA

The authority to establish and finance a Special Service Area is provided in Section 6(l) of Article VII of the Illinois Constitution of 1970, which provides, in pertinent part:

The General Assembly may not deny or limit the power of home rule units ... (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services.

and by the Special Service Area Tax Law (35 ILCS 200/27-5 et seq.).

Section 2. FINDINGS

The City Council of the City of Peoria, Illinois finds:

- (a) That the consideration, by public hearing, of the extension and continuation of an area hereinafter described in Section 3 as a Special Service Area for the services and purposes therein set forth is in the public interest.
- (b) That said area is a contiguous area within the City of Peoria.
- (c) That the services for which provisions are made, as set forth, are in addition to those governmental services generally provided by the City of Peoria throughout said municipality.
- (d) That the establishment of the Knoxville Junction Property Tax Special Service Area will provide services to businesses within the boundaries of the Special Service Area over and above those typically provided pertaining to government affairs of the City of Peoria; such services to include:
 - 1. Construction of a new intersection along North Knoxville Avenue.
 - 2. Relocation and burial of utility lines.
 - 3. Relocation and construction of storm water facilities.
- (e) That it is in the best interests of the property owners within the Special Service Area that additional property taxes against the properties in said Special Service Area for the aforementioned purposes be levied.

ORDINANCE NO. 17,191

Section 3. PUBLIC HEARING – TAX RATE – ISSUANCE OF BONDS

A public hearing is hereby scheduled for the 24th day of March, 2015 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, Room 400, City Hall, Peoria, Illinois, to consider:

- (a) The creation of a Special Service Area within the City of Peoria on the property depicted on the attached map (Exhibit A), and labeled as the "Knoxville Junction Special Service Area" for the purpose of establishing funds for the construction of certain public infrastructure improvements as outlined in Section 2 above.
- (b) The levy of a direct tax upon real property within the Special Service Area, proceeds of which will be used to repay the debt service issued to fund the construction said improvements.

Section 4. NOTICE OF PUBLIC HEARING

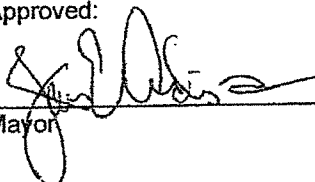
Notice of the Public Hearing shall be published in the Peoria Journal Star not less than 15 nor more than 30 days prior to the date of hearing, in accordance with the requirements of 35 ILCS 200/27-25, 200/27-30, and 200/27-45.

Section 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage.

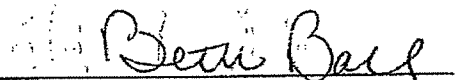
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this 24 day of February, 2015.

Approved:



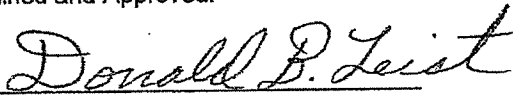
Mayor

Attest:



City Clerk

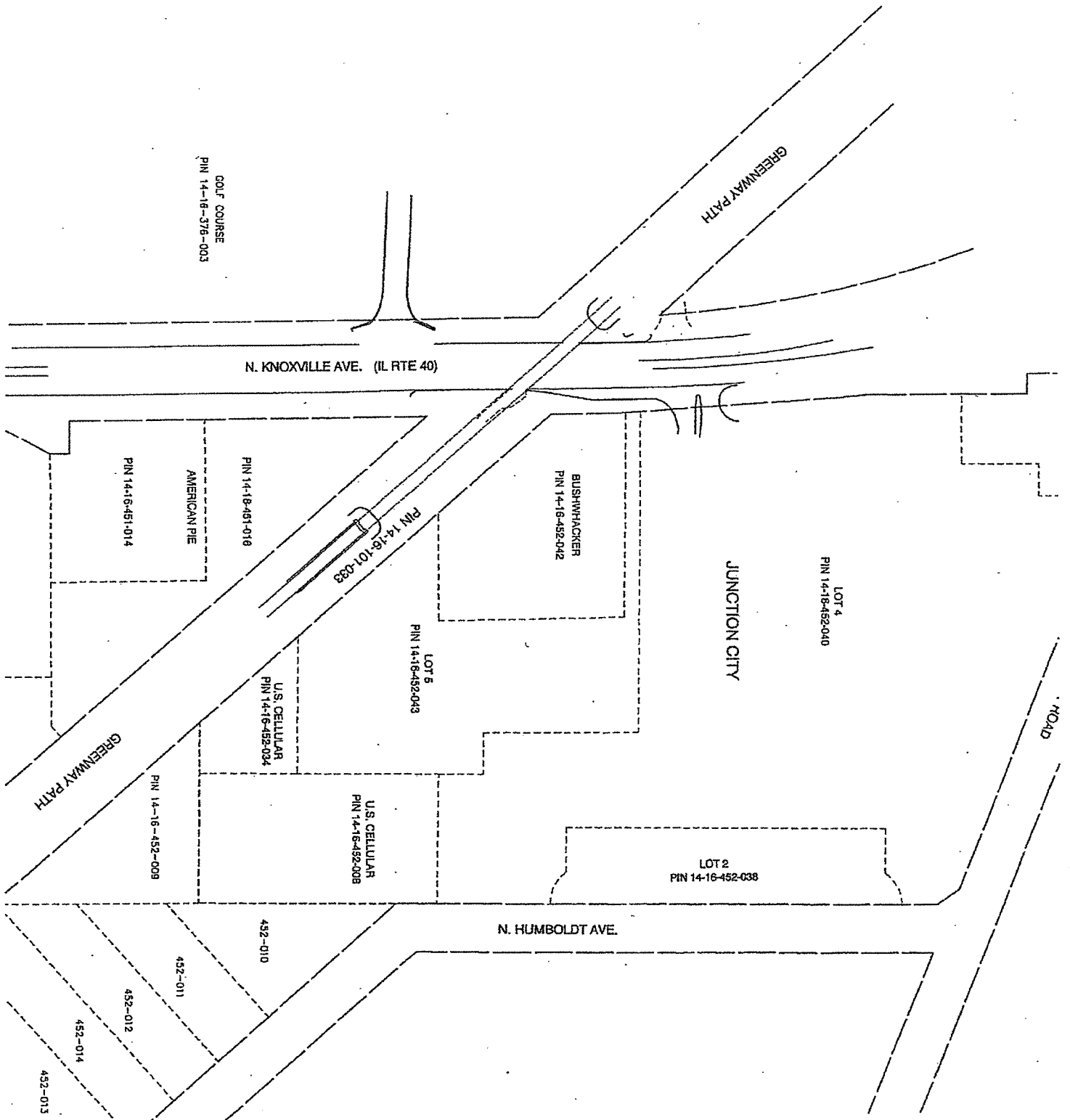
Examined and Approved:



Corporation Counsel

FILED
JUL 02 2015
R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

ORDINANCE NO. 17,191



ORDINANCE NO. 17,191

**APPLICATION TO ESTABLISH A SPECIAL SERVICE AREA WITHIN
THE CITY OF PEORIA, ILLINOIS TO BE KNOWN AS THE
KNOXVILLE JUNCTION SPECIAL SERVICE AREA**

This Application is made to the Mayor and City Council of the City of Peoria, Illinois by New Junction Ventures, LLC, an Illinois limited liability company pursuant to and in accordance with the Illinois Special Service Area Tax Law (35 ILCS 200/27-5).

1. NAME AND LEGAL STATUS OF THE APPLICANT

The name and legal status of the applicant is NEW JUNCTION VENTURES, LLC ("New Junction"), an Illinois limited liability company. New Junction is the owner of Junction City Shopping Center located at 5901 N. Prospect Road, Peoria. Junction City Shopping Center includes property fronting on Prospect Avenue and Knoxville Avenue in the City of Peoria.

2. SPECIAL SERVICES TO BE PROVIDED

The Special Services to be provided within the Knoxville Junction Special Service Area include the construction of a new intersection on Knoxville Avenue together with lighted traffic signals and acceleration and deceleration lanes on Knoxville Avenue. The new intersection will be located opposite the entrance to the existing Donovan Golf Course which will soon be converted to Donovan Park by the Peoria Park District. The new intersection will also provide direct access from Knoxville Avenue to Junction City Shopping Center, the new Bushwhacker retail store currently under construction and property formerly known as the American Pi Bar and Restaurant. The Special Services will include a newly constructed roadway to serve the properties within the Special Service Area and allow for the relocation and burial of overhead power and communication lines. Additionally, storm water detention areas will be relocated and constructed to serve the properties within the Special Service Area. The construction of the new intersection will reduce and consolidate multiple access points on Knoxville Avenue.

3. BOUNDARIES OF THE PROPOSED SPECIAL SERVICE AREA

The boundaries of the proposed Special Service Area generally include the properties commonly known as Junction City Shopping Center, The Bushwhacker new retail facility and the property formerly known as the American Pi Bar and Restaurant. The legal description of the proposed Special Service Area is attached as Exhibit A.

4. ESTIMATED AMOUNT OF FUNDING REQUIRED

The estimated amount of funding required within the Special Service Area is One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) and will be itemized in additional documents provided for the Notice required to be given by the Special Service Area Tax Law.

ORDINANCE NO. 17,191

5. STATED NEED AND LOCAL SUPPORT FOR THE PROPOSED SPECIAL SERVICE AREA

The stated need and local support for the proposed Special Service Area includes the need to provide improved access to Knoxville Avenue from the properties within the Special Service Area and improved access to Knoxville Avenue from Donovan Golf Course, soon to become Donovan Park. Over the past eight (8) years, the applicant has made significant investments in Junction City Shopping Center, increasing and improving the stores and businesses located within Junction City Shopping Center. New development is occurring including the construction of the Bushwhacker retail facility and additional retail facilities. The long dormant and underutilized property formerly known as the American Pi Bar and Restaurant will be developed productively to add tax base and revenue to the City of Peoria if the Special Service Area is established. The increased traffic serving Junction City Shopping Center and other area within the proposed Special Service Area require a new and direct intersection with Knoxville Avenue to provide convenient and safe access for the general public. Traffic studies which have been conducted for the new intersection support the proposed improvements. Additionally, the Illinois Department of Transportation has reviewed and given preliminary approval for the construction of the proposed improvements. The Peoria Park District supports the establishment of the Special Service Area and the construction of the proposed improvements as these improvements will serve the new Donovan Park and compliment the newly constructed Rock Island Greenway Trail Bridge over Knoxville Avenue. Overall the proposed improvements will improve public safety and aesthetics in this section of the Knoxville Corridor.

The applicant, New Junction Ventures, LLC requests that the Mayor and City Council of the City of Peoria, Illinois establish the Knoxville Junction Special Service Area in accordance with this Application and adopt an Ordinance to levy a tax within the Special Service Area to pay for the Special Services within the Special Service Area in accordance with the Illinois Special Service Area Tax Law. The applicant further requests that a notice be given and a public hearing held in accordance with the Special Service Area Tax Law and that the Corporate authorities take such other and further action as is required to create the Knoxville Junction Special Service Area.

Dated this 16th day of February, 2015.

NEW JUNCTION VENTURES, LLC

By:  _____

FILED

JUL 02 2015

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

ORDINANCE NO. 17,191

**APPLICATION TO ESTABLISH A SPECIAL SERVICE AREA WITHIN
THE CITY OF PEORIA, ILLINOIS TO BE KNOWN AS THE
KNOXVILLE JUNCTION SPECIAL SERVICE AREA**

EXHIBIT A

LEGAL DESCRIPTION OF SPECIAL SERVICE AREA

JUNCTION CITY- LOTS 2, 3, 4 and 5B

Lot 2 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-038

Lot 3 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-039

Lot 4 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-040

Lot 5B of Junction City Phase Two, being a resubdivision of Lot 5 of Junction City Phase One, being a part of Lots 12, 13 and 14 in plat of Bryant & Lindsay's Subdivision of Lots 7 & 8 in School Section number 16, also a part of vacated right-

ORDINANCE NO. 17,191

of way in the west half of the southeaster quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
Part of PIN#14-16-452-041

BUSHWHACKER-LOT 5A

Lot 5A of Junction City Phase Two, being a resubdivision of Lot 5 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City, being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
Part of PIN #14-16-452-041

AMERICAN PI PROPERTY

Tract I

All of Lot fourteen (14) in BRYANT AND LINDSAY'S SUBDIVISION of Lots Seven (7) and Eight (8) in School Section Sixteen (16), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian, which lies South and West of the Right of Way of the Chicago, Rock Island and Pacific Railroad Company, EXCEPTING a tract of ground located in the Southwest corner of said tract and being One Hundred Ninety (190) feet along Knoxville Avenue by Two Hundred (200) feet in depth, situate, lying and being in the County of Peoria and State of Illinois.

5720 N. Knoxville Avenue
PIN #14-16-451-016

Tract II

Part of Lot 14 in BRYANT AND LINDSAY'S SUBDIVISION of Lots 7 and 8 in School Section 16, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the intersection of the South line of

ORDINANCE NO. 17,191

Said Lot 14 with the Easterly Right-of-Way line of Knoxville Avenue (also known as State Route 88) as said Right-of Way line is described in a dedication for public road purposes recorded on January 3, 1949, in Book 768, Page 365; thence East along the South line of said Lot 14, a distance of 160 feet to a point; thence North a distance of 190 feet to a point; thence West a distance of 200 feet to a point on the Easterly Right-of-Way line of Knoxville Avenue, as described aforesaid; thence South along the Easterly Right-of-Way line of Knoxville Avenue, a distance of 166 feet to a point; thence Easterly a distance of 40 feet to a point; thence South a distance of 24 feet, more or less, to the Place of Beginning, situated in the County of Peoria, in the State of Illinois.

5712 N. Knoxville Avenue
PIN #14-16-451-014

REDEVELOPMENT AGREEMENT
KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT B

ORDINANCE NO. 17,207**AN ORDINANCE RELATING TO THE CREATION OF THE KNOXVILLE JUNCTION SPECIAL SERVICE AREA, CONDUCT AND ADJOURNMENT OF THE PUBLIC HEARING, AND PROVIDING FOR A PERIOD OF OBJECTION**

WHEREAS, the City of Peoria, Illinois is a home rule unit exercising power and authority pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City of Peoria desires to establish, by virtue of its home rule powers and the Illinois Special Service Area Tax Law (35 ILCS 200/27-5 et seq.) a Special Service Area within the City of Peoria to be known as the KNOXVILLE JUNCTION SPECIAL SERVICE AREA;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Peoria, Illinois as follows:

Section 1. AUTHORITY TO ESTABLISH A SPECIAL SERVICE AREA

The authority to establish and finance a Special Service Area is provided in Section 6 (1) of Article VII of the Illinois Constitution of 1970 which provides, in pertinent part:

The General Assembly may not deny or limit the power of home rule units ... (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of Special Services to those areas and for the payment of debt incurred in order to provide those Special Services.

and by the Special Service Area Tax Law (35 ILCS 200/27-5 et seq.).

Section 2. FINDINGS

The City Council of the City of Peoria, Illinois finds:

- (a) The City of Peoria has previously adopted Ordinance number 17,191 on February 24, 2015 titled: "An Ordinance Proposing the Creation of a Knoxville Junction Property Tax Special Service Area in the City of Peoria, Illinois, and providing for a Public Hearing and other procedures in connection therewith."
- (b) Pursuant to Ordinance number 17,191, the City of Peoria gave Notice of the Public Hearing in accordance with the Special Service Area Tax Law which included a notice by publication published in the Peoria Journal Star, a newspaper published within the City of Peoria, on March 7, 2015 and mailed notices by United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the

ORDINANCE NO. 17,207

Special Service Area on March 10, 2015 as will appear from the Certificate of Publication and Certificate of Mailing attached hereto as Exhibit A.

- (c) A Public Hearing on the matters set forth in the Notice of Public Hearing attached as Exhibit A was held by the City of Peoria at the time and place set forth in such Notices in accordance with applicable law.
- (d) All interested persons, including all persons owning taxable property located within the proposed Special Service Area as described in the Notices attached as Exhibit A were given an opportunity to appear at the Public Hearing and file with the municipal clerk written objections to and to be heard orally in respect to any issues embodied in the Notice.
- (e) The Public Hearing was concluded and finally adjourned on March 24, 2015.
- (f) In accordance with the Special Service Area Law (35 ILCS 200/27-55) objections may be filed within sixty (60) days following the final adjournment of the Public Hearing which occurred on March 24, 2015.

Section 3. PERIOD OF OBJECTION AND FINAL ACTION

- (a) Within sixty (60) days following the final adjournment of the Public Hearing which occurred on March 24, 2015, objections may be filed with the City Clerk of the City of Peoria, Illinois in accordance with (35 ILCS 200/27-55) objecting to the creation of the Special Service District, levy of taxes and other matters as set forth in the Special Service Area Law. Because the sixty (60) days following final adjournment of the Public Hearing occurs on Saturday, May 23, 2015, any such objections must be filed no later than May 25, 2015.
- (b) Following the expiration of the sixty (60) day period of objection as stated above, the City Council shall consider the adoption of a final ordinance creating the Special Service Area, providing for the levy of special taxes, authorization of indebtedness to pay for the Special Services and such other matters as are related to the Special Service Area and its administration.

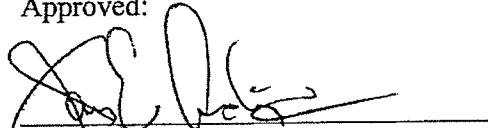
Section 4. EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this 24th
day of March, 2015.

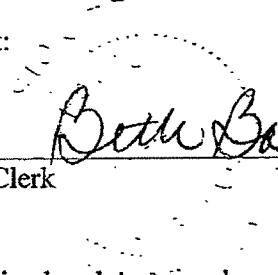
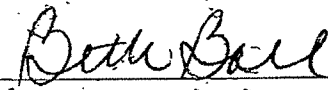
ORDINANCE NO. 17,207

Approved:



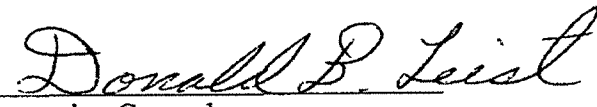
Mayor

Attest:

City Clerk

Examined and Approved:



Corporation Counsel

ORDINANCE NO. 17,207

KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT A

NOTICE OF PUBLIC HEARING

Published March 7, 2015

Mailed March 10, 2015

Ad #: 4476828

Certificate of Publication

STATE OF ILLINOIS, ss
County of Peoria.

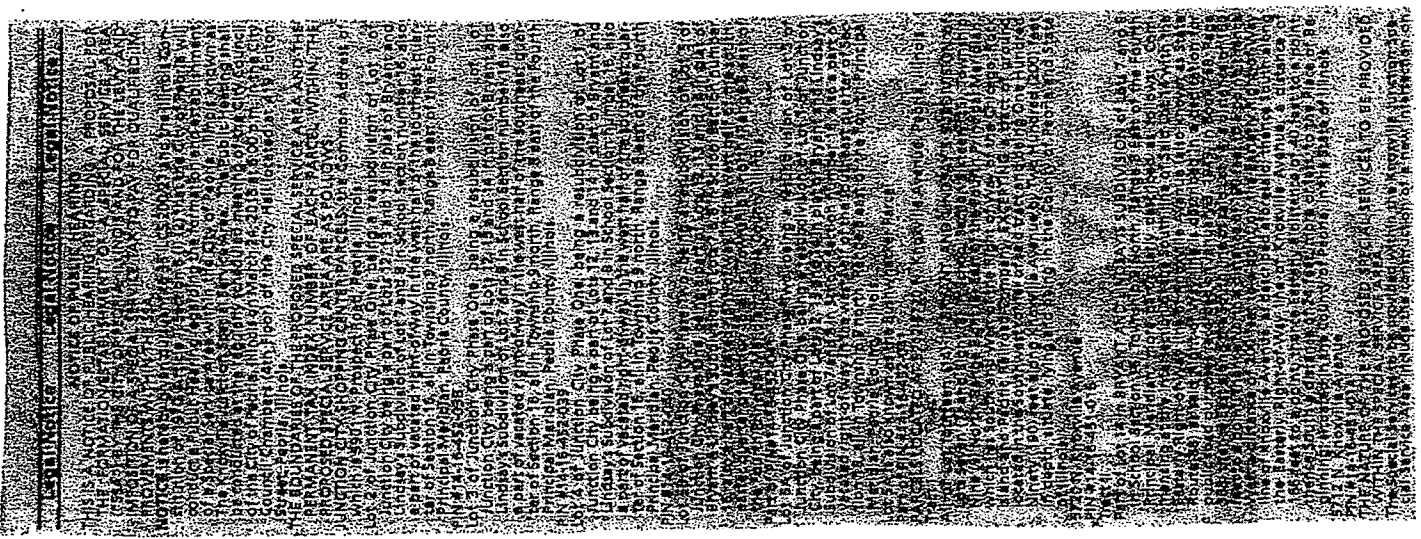
The Peoria Journal Star, Inc. (which is incorporated and doing business under and by virtue of the Laws of the State of Illinois) HEREBY CERTIFIES that it is the printer and publisher of the Journal Star, which is a public secular newspaper of general circulation printed and published daily in the City of Peoria, County of Peoria and State of Illinois, and that said newspaper has been regularly published in said City for at least one (1) year prior to the first publication of the notice hereto attached.

Said Corporation further certifies that the said notice entitled: "NOTICE OF PUBLIC HEARING THIS IS A NOTICE OF PUBLIC HEARING" hereto attached has been published 1 time(s) in the Peoria Journal Star, on the following respective dates:

The 7th day of March A.D., 2015 in class 0182

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed in its name on its behalf by Judy Little this 7th day of March A.D., 2015.

The Peoria Journal Star, Inc.
By: Judy Little



ORDINANCE NO. 17,207

**CITY OF PEORIA
KNOXVILLE JUNCTION SPECIAL SERVICE AREA**

CERTIFICATE OF MAILING

I, Christopher Setti, being first duly sworn on oath, depose and say that, on March 10, 2015, I caused to be sent to:

- All Property Owners within the proposed Knoxville Junction Special Service Area, as listed on the attached Service List, by First Class U.S. Mail, postage prepaid


the following document:

- NOTICE OF PUBLIC HEARING REGARDING A PROPOSAL FOR THE FORMATION/ESTABLISHMENT OF A SPECIAL SERVICE AREA ("SSA") BY THE CITY OF PEORIA, ILLINOIS AND FOR THE LEVY AND IMPOSITION OF A SPECIAL SERVICE TAX TO PAY FOR QUALIFIED IMPROVEMENTS WITHIN THE SSA



Christopher Setti

Subscribed and sworn to before
me this 11th day of March, 2015.



Notary Public



ORDINANCE NO. 17,207**NOTICE OF PUBLIC HEARING**

THIS IS A NOTICE OF PUBLIC HEARING REGARDING A PROPOSAL FOR THE FORMATION/ESTABLISHMENT OF A SPECIAL SERVICE AREA ("SSA") BY THE CITY OF PEORIA, ILLINOIS AND FOR THE LEVY AND IMPOSITION OF A SPECIAL SERVICE TAX TO PAY FOR QUALIFIED IMPROVEMENTS WITHIN THE SSA.

NOTICE is hereby given pursuant to 35 ILCS 200/27 and the Illinois Constitution of 1970, Article 7, Section 6 (1) (2) that the City of Peoria will conduct a Public Hearing regarding the formation and establishment of a Special Service Area within the City of Peoria, Illinois known as The Knoxville Junction Special Service Area. The Public Hearing shall be conducted at the regularly scheduled meeting of the City Council of the City of Peoria, Illinois on March 24, 2015 at 6:00 p.m. in the City Council Chambers (4th Floor) of the City Hall located at 419 Fulton Street, Peoria, Illinois.

THE BOUNDARIES OF THE PROPOSED SPECIAL SERVICE AREA AND THE PERMANENT TAX INDEX NUMBER OF EACH PARCEL WITHIN THE PROPOSED SPECIAL SERVICE AREA ARE AS FOLLOWS:

JUNCTION CITY SHOPPING CENTER PARCELS- the Common Address of which is 5901 N. Prospect Road, Peoria, Illinois.

Lot 2 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-038.

Lot 3 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-039

Lot 4 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-040

Lot 5B of Junction City Phase Two, being a resubdivision of Lot 5 of Junction City Phase One, being a part of Lots 12, 13 and 14 in plat of Bryant & Lindsay's Subdivision of Lots 7 & 8 in School Section number 16, also a part of vacated right-

ORDINANCE NO. 17,207

of way in the west half of the southeaster quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
Part of PIN#14-16-452-041

Lot 5A of Junction City Phase Two, being a resubdivision of Lot 5 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City, being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.

Lot 5A is also known as the Bushwhacker Parcel
Part of PIN #14-16-452-041

PARCELS LOCATED AT 5712-5720 N. Knoxville Avenue, Peoria, Illinois

Tract I

All of Lot fourteen (14) in BRYANT AND LINDSAY'S SUBDIVISION of Lots Seven (7) and Eight (8) in School Section Sixteen (16), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian, which lies South and West of the Right of Way of the Chicago, Rock Island and Pacific Railroad Company, EXCEPTING a tract of ground located in the Southwest corner of said tract and being One Hundred Ninety (190) feet along Knoxville Avenue by Two Hundred (200) feet in depth, situate, lying and being in the County of Peoria and State of Illinois.

5720 N. Knoxville Avenue
PIN #14-16-451-016

Tract II

Part of Lot 14 in BRYANT AND LINDSAY'S SUBDIVISION of Lots 7 and 8 in School Section 16, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the intersection of the South line of Said Lot 14 with the Easterly Right-of-Way line of Knoxville Avenue (also known as State Route 88) as said Right-of Way line is described in a dedication for public road purposes recorded on January 3, 1949, in Book 768, Page 365; thence East along the South line of said Lot 14, a distance of 160 feet to a point; thence North a distance of 190 feet to a point; thence West a distance of 200 feet to a point on the Easterly Right-of-Way line of Knoxville Avenue, as described aforesaid; thence South along the Easterly Right-of-Way line of Knoxville Avenue, a distance of 166 feet to a point; thence Easterly a distance of 40 feet to a point; thence South a distance of 24 feet, more or less, to the Place of Beginning; situated in the County of Peoria, in the State of Illinois.

5712 N. Knoxville Avenue
PIN #14-16-451-014

ORDINANCE NO. 17,207**THE NATURE OF THE PROPOSED SPECIAL SERVICES TO BE PROVIDED WITHIN THE SPECIAL SERVICE AREA.**

The Special Services to be provided within the Knoxville Junction Special Service Area include the construction of a new intersection on Knoxville Avenue together with lighted traffic signals and acceleration and deceleration lanes on Knoxville Avenue. The new intersection will be located opposite the entrance to the existing Donovan Golf Course which will soon be converted to Donovan Park by the Peoria Park District. The new intersection will also provide direct access from Knoxville Avenue to Junction City Shopping Center, the new Bushwhacker retail store (Bushwhacker Parcel) currently under construction and property located at 5712-5720 N. Knoxville Avenue. The Special Services will include a newly constructed roadway to serve the properties within the Special Service Area and allow for the relocation and burial of overhead power and communication lines. Additionally, storm water detention areas will be relocated and constructed to serve the properties within the Special Service Area. The construction of the new intersection will reduce and consolidate multiple access points on Knoxville Avenue. The proposed Special Services are for new construction, landscaping and maintenance.

THE PROPOSED AMOUNT OF THE TAX LEVY FOR THE SPECIAL SERVICES FOR THE INITIAL YEAR FOR WHICH TAXES WILL BE LEVIED WITHIN THE SPECIAL SERVICE AREA IS THE AMOUNT HEREAFTER SET FORTH FOR EACH PARCEL WITHIN THE SPECIAL SERVICE AREA.

Junction City Shopping Center Parcels

Lot 2	\$ 7,360.00
Lot 3	\$ 5,290.00
Lot 4	\$59,317.00
Lot 5B	\$16,054.00
Lot 5A (Bushwhacker Parcel)	\$ 9,395.00

Parcels located at 5712-5720 N. Knoxville Avenue

Tract I & II Combined Amount	\$17,595.00
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ALL INTERESTED PERSONS, INCLUDING ALL PERSONS OWNING TAXABLE REAL PROPERTY LOCATED WITHIN THE SPECIAL SERVICE AREA, WILL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE HEARING REGARDING ALL MATTERS RELATING TO THE FORMATION AND ESTABLISHMENT OF THE SPECIAL SERVICE AREA AND TAX LEVY AND WILL HAVE AN OPPORTUNITY TO FILE OBJECTIONS TO THE FORMATION AND ESTABLISHMENT OF THE SPECIAL SERVICE AREA AND THE TAX LEVY.

THE MAXIMUM NUMBER OF YEARS THAT TAXES WILL BE LEVIED IS 30 YEARS. EXPENSES FOR THE CONSTRUCTION OF THE IMPROVEMENTS SHALL BE PAID FROM A LOAN AND INDEBTEDNESS WHICH WILL BE REPAID FROM THE

ORDINANCE NO. 17,207

COLLECTION OF THE SPECIAL SERVICE TAX LEVIED AGAINST EACH OF THE PARCELS WITHIN THE SPECIAL SERVICE AREA. THE INDEBTEDNESS SHALL BE SECURED BY THE FULL FAITH AND CREDIT OF THE AREA INCLUDED IN THE SPECIAL SERVICE AREA AND SUCH INDEBTEDNESS SHALL NOT BE REGARDED AS INDEBTEDNESS OF THE CITY OF PEORIA, ILLINOIS FOR THE PURPOSE OF ANY LIMITATION IMPOSED BY ANY LAW. THE INDEBTEDNESS SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY OF PEORIA, ILLINOIS BUT SHALL BE SECURED BY THE FULL FAITH AND CREDIT OF THE AREA INCLUDED IN THE SPECIAL SERVICE AREA. THE MAXIMUM AMOUNT OF INDEBTEDNESS PROPOSED TO BE INCURRED IS \$1,950,000.00. ANNUALLY TAXES SHALL BE LEVIED IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE INDEBTEDNESS AS IT BECOMES DUE. SUCH LEVY SHALL BE EXTENDED AGAINST EACH PARCEL AS SET FORTH IN A SPECIAL TAX ROLL WHICH IDENTIFIES THE AMOUNT OF TAXES TO BE LEVIED AGAINST EACH PARCEL. THE INTEREST RATE ON THE INDEBTEDNESS SHALL NOT EXCEED THE RATE OF 5% PER ANNUM DURING THE FIRST FIVE (5) YEARS OF THE TAX LEVY AND SHALL NOT EXCEED THE RATE OF 12% PER ANNUM IN ANY YEAR DURING THE TERM OF THE INDEBTEDNESS.

ON COMPLETION OF THE CONSTRUCTION WITHIN THE SPECIAL SERVICE AREA THOSE PORTIONS OF THE SPECIAL SERVICES LOCATED WITHIN THE PUBLIC RIGHT OF WAY SHALL BE MAINTAINED BY THOSE GOVERNMENTAL ENTITIES HAVING RESPONSIBILITY FOR THE MAINTENANCE OF STREET AND ROADWAY IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY AND THOSE PORTIONS OF THE SPECIAL SERVICES LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY SHALL BE MAINTAINED BY AND AT THE COST OF THE OWNERS OF THE PARCELS WITHIN THE SPECIAL SERVICE AREA EXCEPT AS MAY BE PROVIDED IN EASEMENT OR OTHER AGREEMENTS WITH THE GOVERNMENTAL ENTITIES.

FOR INFORMATION REGARDING THE PUBLIC HEARING OR THE SPECIAL SERVICE AREA CONTACT:

CHRIS SETTI, ASST. CITY MANAGER
CITY OF PEORIA,
CITY HALL
419 FULTON STREET
PEORIA, ILLINOIS 61602
309/494-8618

REDEVELOPMENT AGREEMENT
KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT C

ORDINANCE NO. _____**AN ORDINANCE CREATING THE KNOXVILLE JUNCTION SPECIAL SERVICE AREA
AND PROVIDING FOR THE LEVY OF SPECIAL TAXES AND PERFORMANCE OF
SPECIAL SERVICES**

WHEREAS, the City of Peoria, Illinois is a home rule unit exercising power and authority pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City of Peoria desires to establish, by virtue of its home rule powers and the Illinois Special Service Area Tax Law (35 ILCS 200/27-5 et seq.) a Special Service Area within the City of Peoria to be known as the KNOXVILLE JUNCTION SPECIAL SERVICE AREA;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Peoria, Illinois as follows:

Section 1. AUTHORITY TO ESTABLISH A SPECIAL SERVICE AREA

The authority to establish and finance a Special Service Area is provided in Section 6 (1) of Article VII of the Illinois Constitution of 1970 which provides, in pertinent part:

The General Assembly may not deny or limit the power of home rule units ...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of Special Services to those areas and for the payment of debt incurred in order to provide those Special Services.

and by the Special Service Area Tax Law (35 ILCS 200/27-5 et seq.).

Section 2. FINDINGS

The City Council of the City of Peoria, Illinois finds:

- (a) The City of Peoria has previously adopted Ordinance number 17,191 on February 24, 2015 titled: "An Ordinance Proposing the Creation of a Knoxville Junction Property Tax Special Service Area in the City of Peoria, Illinois, and providing for a Public Hearing and other procedures in connection therewith."
- (b) The City of Peoria has previously adopted Ordinance number 17,207 on March 24, 2015 titled "An Ordinance Relating to the Creation of the Knoxville Junction Special Service Area, Conduct and Adjournment of the Public Hearing, and Providing for a Period of Objection."

ORDINANCE NO. _____

- (c) Pursuant to Ordinance number 17,191 and Ordinance number 17,207, no objections to the creation of the Special Service Area (district), levy of taxes and other matters as set forth in the Special Service Area Tax Law have been filed and the period of objection has now expired. Ordinance numbers 17,191 and 17,207 are incorporated herein by reference. Attached hereto as Exhibit A is a copy of the Notice of Public Hearing which was given by publication and mailing as required by law.

Section 3. CREATION OF SPECIAL SERVICE AREA

- (a) The Knoxville Junction Special Service Area is hereby created as a Special Service Area pursuant to the authority described in Section 1 of this Ordinance.
- (b) The Knoxville Junction Special Service Area shall be and remain in existence from the effective date of this Ordinance and continuously thereafter to allow for the levy and collection of special taxes within the Special Service Area for a period of thirty (30) years.
- (c) Attached hereto as Exhibit B is a legal description of the territory of the Special Service Area, the permanent tax index numbers of the parcels located within the territory of the Area and an accurate map of the territory of the Special Service Area. All of such Area is a contiguous area within the City of Peoria, Illinois.
- (d) The Special Services to be provided within the Special Service Area are in addition to those governmental services generally provided by the City of Peoria throughout the municipality and are described as follows.

The Special Services to be provided within the Knoxville Junction Special Service Area include the construction of a new intersection on Knoxville Avenue together with lighted traffic signals and acceleration and deceleration lanes on Knoxville Avenue. The new intersection will be located opposite the entrance to the existing Donovan Golf Course which will soon be converted to Donovan Park by the Peoria Park District. The new intersection will also provide direct access from Knoxville Avenue to Junction City Shopping Center, the new Bushwhacker retail store (Bushwhacker Parcel) currently under construction and property located at 5712-5720 N. Knoxville Avenue. The Special Services will include a newly constructed roadway to serve the properties within the Special Service Area and allow for the relocation and burial of overhead power and communication lines. Additionally, storm water detention areas will be relocated and constructed to serve the properties within the Special Service Area. The construction of the new intersection will reduce and consolidate multiple access points on Knoxville Avenue. The proposed Special Services are for new construction, landscaping and maintenance.

ORDINANCE NO. _____

Section 4. LEVY AND COLLECTION OF SPECIAL TAXES

- (a) The levy and collection of special taxes shall extend for a period of thirty (30) years. The first year tax levy shall be filed in 2015 for the collection of taxes in 2016. Each year thereafter the levy and collection of taxes shall continue for a period of thirty (30) years as provided herein.
- (b) The amount of tax levied against each parcel of land in the Special Service Area is described in the Special Tax Roll attached hereto as Exhibit C. The Special Tax Roll includes (a) a description of the Special Services to be provided, (b) an explanation of the method of spreading the special tax, (c) a list of lots, blocks, tracts and parcels of land in the Special Services Area, and (d) the amount assessed against each.
- (c) Annually, beginning in 2015 and continuing each year thereafter for a period of thirty (30) years the corporate authorities of the City of Peoria, Illinois shall file with the Peoria County Clerk and such other taxing authorities as may be required such documents as are required by law to levy the special taxes provided for herein.
- (d) Expenses for the construction of the improvements described in Section 3 shall be paid from a loan and indebtedness which will be repaid from the collection of the special service tax levied against each of the parcels within the Special Service Area. The indebtedness shall be secured by the full faith and credit of the area included in the Special Service Area and such indebtedness shall not be regarded as indebtedness of the City of Peoria, Illinois for the purpose of any limitation imposed by any law. The indebtedness shall not be secured by the full faith and credit of the City of Peoria, Illinois but shall be secured by the full faith and credit of the area included in the Special Service Area. The maximum amount of indebtedness proposed to be incurred is \$1,950,000.00. Annually taxes shall be levied in an amount sufficient to pay the principal and interest on the indebtedness as it becomes due and maintenance of the improvements. Such levy shall be extended against each parcel as set forth in the Special Tax Roll attached hereto as Exhibit C which identifies the amount of taxes to be levied against each parcel. The interest rate on the indebtedness shall not exceed the rate of 5% per annum during the first five (5) years of the tax levy and shall not exceed the rate of 12% per annum in any year during the term of the indebtedness.

Section 5. REGULATORY AND EASEMENT AGREEMENTS

To allow for and facilitate the construction, maintenance and use of the improvements described in Section 3, the City Manager is hereby authorized and directed to enter into an agreement or agreements with the Knoxville Junction Special Service Area Corporation, an Illinois not-for-profit corporation. Such

ORDINANCE NO. _____

agreement or agreements shall establish regulations relating to the Special Service Area, Special Service Area improvements and services, budgets therefore, maintenance thereof, use of the special taxes levied within the Special Service Area to pay principal and interest on indebtedness incurred to pay for the improvements and such other administrative matters as the City Manager deems appropriate and necessary to implement this ordinance. Additionally, the Regulatory Agreement or other agreements shall include provisions for easements and maintenance thereof over and through the public right of way and right of way within the Rock Island Greenway to allow use of the improvements described in Section 3. Any and all such agreements shall be reviewed and approved by the Corporation Counsel of the City of Peoria.

Section 6. EFFECTIVE DATE AND RECORDING

This Ordinance shall be in full force and effect immediately upon its passage and shall be recorded in the Office of the Peoria County Recorder of Deeds no later than sixty (60) days after date hereof.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this _____ day of _____, 2015.

Approved:

Mayor

Attest:

City Clerk

Examined and Approved:

Corporation Counsel

ORDINANCE NO. _____

KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT A

NOTICE OF PUBLIC HEARING

Published March 7, 2015

Mailed March 10, 2015

NOTICE OF PUBLIC HEARING

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THE BOUNDARIES OF THE PROPOSED SPECIAL SERVICE AREA AND THE PERMANENT TAX INDEX NUMBER OF EACH PARCEL WITHIN THE PROPOSED SPECIAL SERVICE AREA ARE AS FOLLOWS:

JUNCTION CITY SHOPPING CENTER PARCELS- the Common Address of which is 5901 N. Prospect Road, Peoria, Illinois.

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PIN #14-16-452-038

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PIN #14-16-452-039

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PIN #14-16-452-040

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of way in the west half of the southeaster quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
Part of PIN#14-16-452-041

Lot 5A of Junction City Phase Two, being a resubdivision of Lot 5 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City, being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.

Lot 5A is also known as the Bushwhacker Parcel
Part of PIN #14-16-452-041

PARCELS LOCATED AT 5712-5720 N. Knoxville Avenue, Peoria, Illinois

Tract I

All of Lot fourteen (14) in BRYANT AND LINDSAY'S SUBDIVISION of Lots Seven (7) and Eight (8) in School Section Sixteen (16), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian, which lies South and West of the Right of Way of the Chicago, Rock Island and Pacific Railroad Company, EXCEPTING a tract of ground located in the Southwest corner of said tract and being One Hundred Ninety (190) feet along Knoxville Avenue by Two Hundred (200) feet in depth, situate, lying and being in the County of Peoria and State of Illinois.

5720 N. Knoxville Avenue
PIN #14-16-451-016

Tract II

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5712 N. Knoxville Avenue
PIN #14-16-451-014

THE NATURE OF THE PROPOSED SPECIAL SERVICES TO BE PROVIDED WITHIN THE SPECIAL SERVICE AREA.

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THE PROPOSED AMOUNT OF THE TAX LEVY FOR THE SPECIAL SERVICES FOR THE INITIAL YEAR FOR WHICH TAXES WILL BE LEVIED WITHIN THE SPECIAL SERVICE AREA IS THE AMOUNT HEREAFTER SET FORTH FOR EACH PARCEL WITHIN THE SPECIAL SERVICE AREA.

Junction City Shopping Center Parcels

Lot 2	\$ 7,360.00
Lot 3	\$ 5,290.00
Lot 4	\$59,317.00
Lot 5B	\$16,054.00
Lot 5A (Bushwhacker Parcel)	\$ 9,395.00

Parcels located at 5712-5720 N. Knoxville Avenue

Tract I & II Combined Amount	\$17,595.00
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ALL INTERESTED PERSONS, INCLUDING ALL PERSONS OWNING TAXABLE REAL PROPERTY LOCATED WITHIN THE SPECIAL SERVICE AREA, WILL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE HEARING REGARDING ALL MATTERS RELATING TO THE FORMATION AND ESTABLISHMENT OF THE SPECIAL SERVICE AREA AND TAX LEVY AND WILL HAVE AN OPPORTUNITY TO FILE OBJECTIONS TO THE FORMATION AND ESTABLISHMENT OF THE SPECIAL SERVICE AREA AND THE TAX LEVY.

THE MAXIMUM NUMBER OF YEARS THAT TAXES WILL BE LEVIED IS 30 YEARS. EXPENSES FOR THE CONSTRUCTION OF THE IMPROVEMENTS SHALL BE PAID FROM A LOAN AND INDEBTEDNESS WHICH WILL BE REPAID FROM THE

COLLECTION OF THE SPECIAL SERVICE TAX LEVIED AGAINST EACH OF THE PARCELS WITHIN THE SPECIAL SERVICE AREA. THE INDEBTEDNESS SHALL BE SECURED BY THE FULL FAITH AND CREDIT OF THE AREA INCLUDED IN THE SPECIAL SERVICE AREA AND SUCH INDEBTEDNESS SHALL NOT BE REGARDED AS INDEBTEDNESS OF THE CITY OF PEORIA, ILLINOIS FOR THE PURPOSE OF ANY LIMITATION IMPOSED BY ANY LAW. THE INDEBTEDNESS SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY OF PEORIA, ILLINOIS BUT SHALL BE SECURED BY THE FULL FAITH AND CREDIT OF THE AREA INCLUDED IN THE SPECIAL SERVICE AREA. THE MAXIMUM AMOUNT OF INDEBTEDNESS PROPOSED TO BE INCURRED IS \$1,950,000.00. ANNUALLY TAXES SHALL BE LEVIED IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE INDEBTEDNESS AS IT BECOMES DUE. SUCH LEVY SHALL BE EXTENDED AGAINST EACH PARCEL AS SET FORTH IN A SPECIAL TAX ROLL WHICH IDENTIFIES THE AMOUNT OF TAXES TO BE LEVIED AGAINST EACH PARCEL. THE INTEREST RATE ON THE INDEBTEDNESS SHALL NOT EXCEED THE RATE OF 5% PER ANNUM DURING THE FIRST FIVE (5) YEARS OF THE TAX LEVY AND SHALL NOT EXCEED THE RATE OF 12% PER ANNUM IN ANY YEAR DURING THE TERM OF THE INDEBTEDNESS.

ON COMPLETION OF THE CONSTRUCTION WITHIN THE SPECIAL SERVICE AREA THOSE PORTIONS OF THE SPECIAL SERVICES LOCATED WITHIN THE PUBLIC RIGHT OF WAY SHALL BE MAINTAINED BY THOSE GOVERNMENTAL ENTITIES HAVING RESPONSIBILITY FOR THE MAINTENANCE OF STREET AND ROADWAY IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY AND THOSE PORTIONS OF THE SPECIAL SERVICES LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY SHALL BE MAINTAINED BY AND AT THE COST OF THE OWNERS OF THE PARCELS WITHIN THE SPECIAL SERVICE AREA EXCEPT AS MAY BE PROVIDED IN EASEMENT OR OTHER AGREEMENTS WITH THE GOVERNMENTAL ENTITIES.

FOR INFORMATION REGARDING THE PUBLIC HEARING OR THE SPECIAL SERVICE AREA CONTACT:

CHRIS SETTI, ASST. CITY MANAGER
CITY OF PEORIA,
CITY HALL
419 FULTON STREET
PEORIA, ILLINOIS 61602
309/494-8618

ORDINANCE NO. _____

KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT B

TERRITORY OF SPECIAL SERVICE AREA, PERMANENT
TAX INDEX NUMBERS OF PARCELS, AND
MAP OF TERRITORY

ORDINANCE NO. _____

TERRITORY OF SPECIAL SERVICE AREA, PERMANENT TAX INDEX NUMBERS OF
PARCELS, AND MAP OF TERRITORY

JUNCTION CITY SHOPPING CENTER PARCELS- the Common Address of which is 5901 N. Prospect Road, Peoria, Illinois.

Lot 2 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-038

Lot 3 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-039

Lot 4 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
PIN #14-16-452-040

Lot 5B of Junction City Phase Two, being a resubdivision of Lot 5 of Junction City Phase One, being a part of Lots 12, 13 and 14 in plat of Bryant & Lindsay's Subdivision of Lots 7 & 8 in School Section number 16, also a part of vacated right-of way in the west half of the southeaster quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
Part of PIN#14-16-452-043

Lot 5A of Junction City Phase Two, being a resubdivision of Lot 5 of Junction City Phase One, being a resubdivision of Lot 1 of Junction City, being a part of Lots 12, 13 and 14 in plat of Bryant and Lindsay's Subdivision of Lot 7 and 8 in School Section number 16, also a part of vacated right-of-way in the west half of the southeast quarter of Section 16, all in Township 9 north, Range 8 east of the Fourth Principal Meridian, Peoria County, Illinois.
Lot 5A is also known as the Bushwhacker Parcel
Part of PIN #14-16-452-042

PARCELS LOCATED AT 5712-5720 N. Knoxville Avenue, Peoria, Illinois

Tract I

All of Lot fourteen (14) in BRYANT AND LINDSAY'S SUBDIVISION of Lots Seven (7) and Eight (8) in School Section Sixteen (16), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian, which lies South and West of the Right of Way of the Chicago, Rock Island and Pacific Railroad Company, EXCEPTING a tract of ground located in the Southwest

ORDINANCE NO. _____

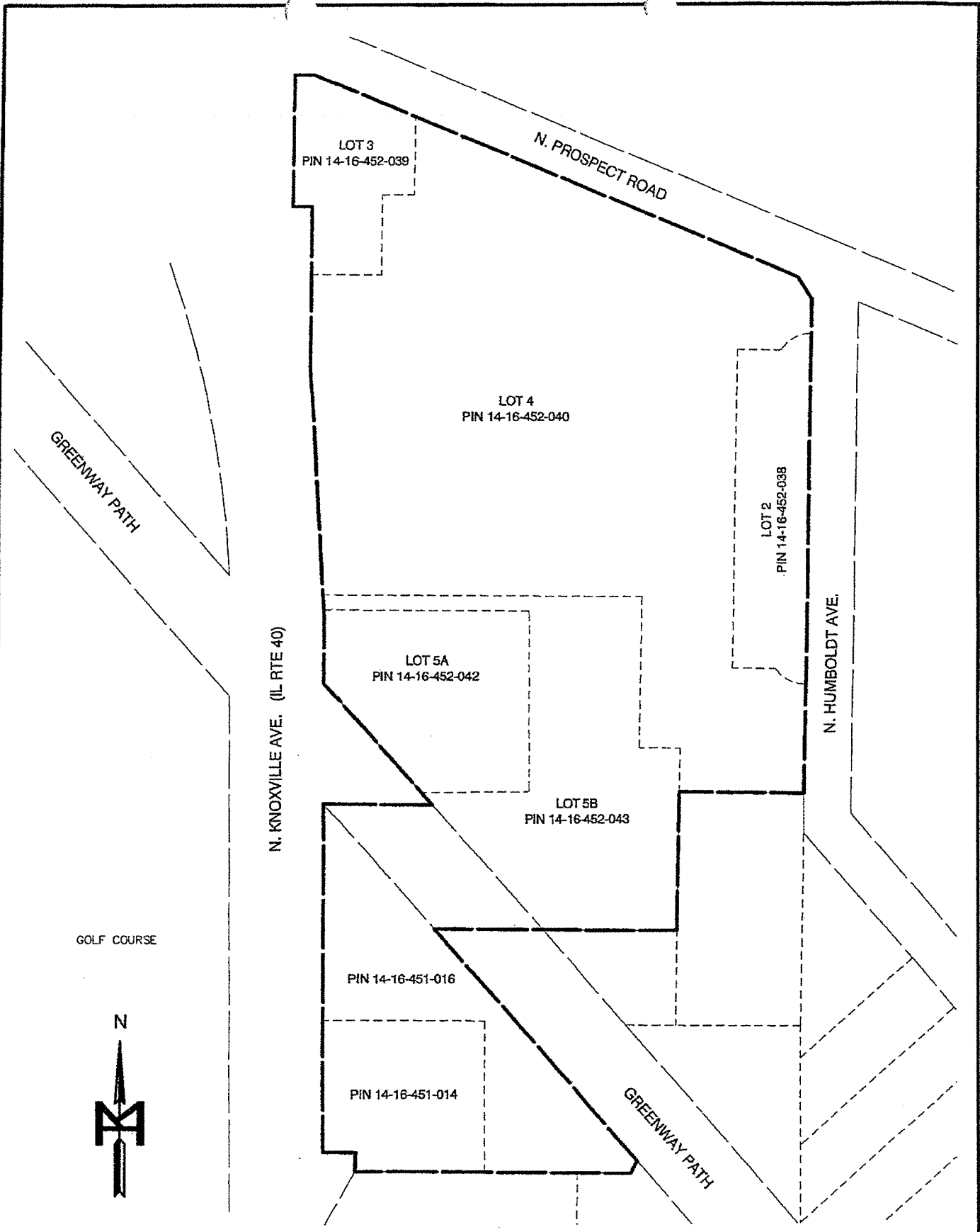
corner of said tract and being One Hundred Ninety (190) feet along Knoxville Avenue by Two Hundred (200) feet in depth, situate, lying and being in the County of Peoria and State of Illinois.

5720 N. Knoxville Avenue
PIN #14-16-451-016

Tract II

Part of Lot 14 in BRYANT AND LINDSAY'S SUBDIVISION of Lots 7 and 8 in School Section 16, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the intersection of the South line of Said Lot 14 with the Easterly Right-of-Way line of Knoxville Avenue (also known as State Route 88) as said Right-of Way line is described in a dedication for public road purposes recorded on January 3, 1949, in Book 768, Page 365; thence East along the South line of said Lot 14, a distance of 160 feet to a point; thence North a distance of 190 feet to a point; thence West a distance of 200 feet to a point on the Easterly Right-of-Way line of Knoxville Avenue, as described aforesaid; thence South along the Easterly Right-of-Way line of Knoxville Avenue, a distance of 166 feet to a point; thence Easterly a distance of 40 feet to a point; thence South a distance of 24 feet, more or less, to the Place of Beginning; situated in the County of Peoria, in the State of Illinois.

5712 N. Knoxville Avenue
PIN #14-16-451-014



GOLF COURSE



PARCEL IDENTIFICATION NUMBERS EXHIBIT

M MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 5901 N. Prospect Road, Suite 6B
 Peoria, Illinois 61614
 www.mohrandkerr.com
 Office: (309) 692-8500
 Fax: (309) 692-8501
 Professional Design Firm #184.005091

SURVEYED	-
DRAWN	DEH
CHECKED	SDK
SCALE	N.T.S.
DATE	3-16-15

KNOXVILLE JUNCTION
 SPECIAL SERVICE AREA
 PEORIA, ILLINOIS

PROJECT NO.	14-218
SHEET	1 OF 1
DRAWING NO.	1

ORDINANCE NO. _____

KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT C

SPECIAL TAX ROLL

ORDINANCE NO. _____

KNOXVILLE JUNCTION SPECIAL SERVICE AREA
SPECIAL TAX ROLL

This Special Tax Roll is prepared in accordance with 35 ILCS 200/27-75 to levy and extend a special tax within the Special Service Area on the parcels of land within the Special Service Area as described herein.

- (a) The special services to be provided are described in Section 3 of the Ordinance.
- (b) The special tax is spread among the parcels pro-rata according to the land area of each parcel as each parcel's land area bears to the total land area of all parcels. This method of spreading the tax is utilized to provide an equitable levy among the parcels. The special services within the Special Service Area are the construction of improvements for the providing of access and maintenance to each of the parcels through a newly constructed signalized intersection from Knoxville Avenue. Each parcel will benefit from the access in a manner which is independent of the assessed valuation of each parcel.
- (c) A list of the parcels and the amount assessed against each is as follows. The legal description of each parcel is included in Exhibit B of the Ordinance. The following list identifies each parcel by tax parcel identification number (PIN) and a short legal description. The following list identifies each parcel, the amount of the first year tax levy and the percentage that each parcel bears to the total annual levy of the special tax within the Special Service Area in each year subsequent to the first year levy. In each year subsequent to the first year levy, the total levy for the Special Service Area shall be an amount determined by the City of Peoria as submitted to the Peoria County Clerk in the annual tax levy document. Such amount shall be not less than an amount sufficient to pay principal and interest on indebtedness incurred for the construction of the improvements within the Special Service Area and maintenance related thereto.

<u>Parcel PIN & Short Legal</u>	<u>1st Year Levy Amount</u>	<u>Percentage of Total Levy</u>
14-16-452-038 Lot 2 Junction City Phase One	\$ 7,360.00	6.40%
14-16-452-039 Lot 3 Junction City Phase One	\$ 5,290.00	4.60%
14-16-452-040 Lot 4 Junction City Phase One	\$59,317.00	51.58%
14-16-452-042 Part Lot 5A Junction City Phase Two	\$ 9,395.00	8.17%
14-16-452-043 Part Lot 5B Junction City Phase Two	\$16,054.00	13.96%
14-16-451-014 Part Lot 14 Bryant & Lindsay	\$ 7,038.00	6.12%
14-16-451-016 Part Lot 14 Bryant & Lindsay	\$10,557.00	9.17%

REDEVELOPMENT AGREEMENT
KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT D

**KNOXVILLE JUNCTION SPECIAL SERVICE AREA
REGULATORY AGREEMENT**

This Knoxville Junction Special Service Area Regulatory Agreement (“Regulatory Agreement”) is made this 16th day of June, 2015, by and between the CITY OF PEORIA, ILLINOIS (“City”) and KNOXVILLE JUNCTION SPECIAL SERVICE AREA CORPORATION, an Illinois not-for-profit corporation (“Knoxville Junction”).

WHEREAS, the City is a home rule unit of local government as described in the Illinois Constitution of 1970; and

WHEREAS, the City, exercising its power and authority pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and authority granted by the Special Service Area Tax Law (35 ILCS 200/27-5 et seq.) adopted Ordinance number 17,236 on June 9, 2015 creating the Knoxville Junction Special Service Area (“SSA”) and Providing for the Levy of Special Taxes and Performance of Special Services (“SSA Ordinance”); and

WHEREAS, the SSA Ordinance authorized and directed the City to enter into this Regulatory Agreement; and

WHEREAS, Knoxville Junction has been organized as an Illinois not-for-profit corporation to provide and perform the services described in the SSA Ordinance relating to the construction, maintenance and use of the improvements.

NOW, THEREFORE, IN CONSIDERATION of the promises and covenants provided herein the parties agree as follows.

1. STATEMENT OF PURPOSE

This Regulatory Agreement is entered into for the purpose of facilitating the construction, financing, maintenance and use of the Special Services within the SSA as provided for in the SSA Ordinance. Knoxville Junction is duly organized as an Illinois not-for-profit corporation for the purpose of providing a single purpose entity to assist the City and the property described in the SSA Ordinance in the administration of the SSA. Each of the property owners of the parcels described in the SSA Ordinance shall be entitled to membership in Knoxville Junction according to its By-laws and organizational documents.

2. CONSTRUCTION AND FINANCING OF SPECIAL SERVICES

A. SPECIAL SERVICE AREA LOAN

Construction of the improvements within the SSA shall be financed by a loan (SSA Loan) obtained by Knoxville Junction from an FDIC insured bank designated by Knoxville Junction and approved by the City. (“Designated SSA Lender”). The

Designated SSA Lender shall be identified and approved in writing by execution of the Lender Designation attached hereto as Exhibit A. The Designated SSA Lender shall be deemed a party to this Regulatory Agreement with full power and authority to enforce the terms hereof for the purpose of insuring repayment of the SSA Loan. The SSA Loan shall not be secured by the full faith and credit of the City. Rather, the SSA Loan shall be secured by the full faith and credit of the area included in the SSA. The responsibility of the City shall be limited to such actions as are required to levy and collect the special taxes provided for in the SSA Ordinance. The terms of the SSA Loan shall be negotiated and determined by Knoxville Junction, provided that such terms shall conform in all respects to the loan terms set forth in the SSA Ordinance. The SSA Loan documents and any and all modifications or amendments thereof shall be provided to the City.

B. SSA LOAN PROCEEDS

The amount of the SSA Loan shall be \$1,950,000.00 as described in the SSA Ordinance and the loan proceeds shall be allocated and used in accordance with the SSA Budget attached to the Redevelopment Agreement between the City and Redeveloper. Reasonable modifications to the SSA Budget may be made by Knoxville Junction to accomplish and perform the services described in the SSA Ordinance. Reasonable notice of any such modification shall be given to the City and the Designated SSA Lender prior to any material changes. Notice of any material changes to the SSA Budget shall be accompanied by a written explanation of the reason for the proposed change.

C. REPAYMENT OF SSA LOAN

Repayment of the SSA Loan shall be made from the levy of special taxes on the parcels located within the SSA as described in the SSA Ordinance. The SSA Budget includes an amount for a debt service reserve. The debt service reserve shall be funded at the time the SSA Loan is closed and funded. The debt service reserve shall be deposited to an FDIC insured account over which the Designated SSA Lender has sole withdrawal authority. Debt service payments on the SSA Loan shall be made from the debt service reserve as the payments become due. Upon collection of the special taxes in the SSA, all of such collections shall be deposited to the debt service reserve account in the manner described in Section 3 of this Regulatory Agreement. To the extent the debt service reserve account balance exceeds the anticipated debt service for the succeeding year, such excess shall be withdrawn and deposited to an FDIC insured Knoxville Junction operating account maintained at the Designated SSA Lender's bank for use by Knoxville Junction in payment of Knoxville Junction operating expenses, including maintenance and administrative expenses.

D. CONSTRUCTION AND SUPERVISION

Construction and supervision of the special services within the SSA shall be the responsibility of Knoxville Junction. Knoxville Junction shall enter into contracts for

the construction and maintenance of the special services within the SSA and copies of such contracts shall be provided to the City and the Designated SSA Lender.

E. BOOKS, RECORDS AND REPORTING

Annually, no later than March 1st of each year, Knoxville Junction shall provide a written report to the City and the Designated SSA Lender describing the special services provided to the SSA during the preceding calendar year. Such report shall include a description of the SSA services and all income and expenses of the SSA. The books and records of Knoxville Junction shall be available for inspection by the City and the Designated SSA Lender at all reasonable times and places.

3. LEVY AND COLLECTION OF SPECIAL TAXES

Commencing in 2015 and continuing each year thereafter for a period of thirty (30) years, the City shall levy and collect the special taxes within the SSA as provided in the SSA Ordinance. Levy and collection in each year shall be made as follows.

A. INITIAL LEVY

The initial year tax levy shall be made against each parcel in the SSA in the amounts described in the Special Tax Roll included in the SSA Ordinance.

B. LEVY SUBSEQUENT TO INITIAL LEVY

No later than October 1st in each year subsequent to the first year initial levy, Knoxville Junction and the SSA Designated Lender shall provide to the City the debt service amount necessary to pay the principal and interest on the SSA Loan for the succeeding year. The interest rate on such loan shall not exceed the rate limitation described in the SSA Ordinance. The debt service amount plus the reasonable expense for maintenance of the special services as determined by Knoxville Junction shall be levied against each parcel as provided in the SSA Ordinance.

C. FILING LEVY DOCUMENTS

The City shall timely file with the Peoria County Clerk and such other governmental agencies as made be required, the documents to levy the special taxes on each parcel as described in the SSA Ordinance so that collections of tax occur in 2016 and each year thereafter for the duration of the SSA as described in the SSA Ordinance.

D. COLLECTION OF SPECIAL TAXES

The City will exercise all reasonable and good faith efforts to collect the special taxes as levied. When collections are received such collections shall be delivered to the designated SSA Lender for deposit to the debt service reserve account described in section 2 of this Regulatory Agreement.

4. MISCELLANEOUS

A. TIME OF THE ESSENCE

Time shall be of the essence of each and every covenant and conditions contained herein.

B. REASONABILITY AND GOOD FAITH

Whenever any approval or consent of either the City or Knoxville Junction may be called for in this Agreement, such approval or consent shall not be unreasonably withheld or delayed. In the course of the conduct of the parties hereto with respect to each other in the performance of this Agreement, each party agrees that the actions of such party shall be conducted reasonably, in good faith and with due diligence and best efforts.

C. NOTICES

Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, or deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, or overnight courier to the address specified below:

City: City of Peoria
Attn: City Clerk
419 Fulton Street
Peoria, IL 61602

With copy to: City of Peoria
Legal Department
419 Fulton Street
Peoria, IL 61602

Knoxville Junction Knoxville Junction Special Service Area Corporation
5901 N. Knoxville Avenue, Ste 14A
Peoria, IL 61614

With copy to: Thomas E. Leiter
The Leiter Group, The Law Offices of Thomas E. Leiter
309-A Main Street
Peoria, IL 61602

With copy to: Designated SSA Lender as set forth in Exhibit B

D. DESIGNATED SSA LENDER

As provided above, the Designated SSA Lender is deemed a party to this Regulatory Agreement. The various rights and privileges herein set forth are also for the benefit of the Designated SSA Lender and such lender shall be entitled to enforce or rely on such rights and privileges as a party to this Regulatory Agreement.

E. MUTUAL ASSISTANCE

Each of the parties agree to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

F. COUNTERPARTS

This Agreement may be executed in counterparts and, in such case, each counterpart shall serve as an original of this Agreement.

G. OPPORTUNITY TO CURE DEFAULT; ATTORNEY'S FEES.

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or such other amount of time to which the parties may agree in writing. In the event that any party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of another party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether said attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

H. AMENDMENT

This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including the Designated SSA Lender, through the execution of a written amendment by the parties..

I. TERM

This Agreement shall be in full force and effect from and after date hereof and shall continue in full force and effect for so long as the SSA shall be and remain in existence as described in the SSA Ordinance.

J. SEVERABILITY

If any provision of this Agreement or its application to any person, entity or property is held invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

City of Peoria, an Illinois municipal corporation


By: *Pat Ute*
Its: City MANAGER


Attest: *Beth Bull*
City Clerk

Approved as to Form:

By: *Donald B. Leist*
Corporation Counsel

Knoxville Junction Special Service Area Corporation,
an Illinois not-for-profit corporation

By: *Alexis MAZZAM - PRES* 

Attest: *Charles M. Hollis - Sec Areas* 

FILED

JUL 02 2015

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK


KNOXVILLE JUNCTION SPECIAL SERVICE AREA

EXHIBIT A

LENDER DESIGNATION

In accordance with the Knoxville Junction Special Service Area Regulatory Agreement, the undersigned Knoxville Junction Special Service Area Corporation does hereby designate Heritage Bank of Central Illinois as the Designated SSA Lender.

KNOXVILLE JUNCTION
SPECIAL SERVICE AREA CORPORATION,
An Illinois not-for-profit corporation

By: ALEXIS MAZZAM - PRES 

Attest: Charles M. Holler III - Sec/Treas 


Dated: 6/15/15

APPROVAL

In accordance with the Knoxville Junction Special Service Area Regulatory Agreement, the City of Peoria, Illinois does hereby approve Heritage Bank of Central Illinois as the Designated SSA Lender under the terms of the Knoxville Junction Special Service Area Regulatory Agreement.

CITY OF PEORIA, ILLINOIS

By: 

Attest: 

Dated: 6/16/15

Approved as to Form:

By: Donald B. Feist
Corporation Counsel

FILED

JUL 02 2015

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK