

**AN ORDINANCE LEVYING AN ADDITION TO SALES TAX WITHIN THE
WESTLAKE SPECIAL SERVICE AREA**

WHEREAS, the City of Peoria is a home rule unit of government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and has lawfully established the Westlake Special Service Area (the "Special Service Area") as set forth in Ordinance No. 16,579 and 16,580, adopted on July 13, 2010;

WHEREAS, pursuant to action by the City Council of the City of Peoria, as set forth and provided by Ordinance 17,111, passed/adopted June 24, 2014, an additional special municipal sales tax has previously been levied/imposed in the amount of three quarters of one percent (.75%) upon the gross receipts of and from the business of making sales of service or making retail sales of tangible personal property in said Westlake Special Service Area; and

WHEREAS, the sole owner of the properties within the Special Service Area has proposed that an additional sales tax levy of one-fourth of one percent (.25%) of the special additional municipal sales tax (currently established, levied and collected at three quarters of one percent [.75%]), be made so as to provide for a total of one percent (1%) of such additional municipal sales tax upon the gross receipts of and from the business of making sales of service or making retail sales of tangible personal property in said Westlake Special Service Area for the remaining duration of the Special Service Area, which additional tax shall be in addition to such other taxes approved in Ordinance No. 16,579, 16580, and 17,111, and which additional tax shall be for the purpose of funding special services within the Special Service Area; and

WHEREAS, on November 14, 2017, the City of Peoria held a public hearing at which all interested persons were given an opportunity to be heard on the question of imposing such an additional .25% sales tax within the Special Service Area; and

WHEREAS, in the opinion of the City Council of the City of Peoria, Illinois, it is in the best interests of the City and the property owner within the Special Service Area for such tax to be levied or imposed, all of which (together with the reasons, findings, determinations and basis therefor) is more fully set forth in and by the application of such owner previously filed by such owner;

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

Section 1. Pursuant to 35 ILCS 200/27-10, there is hereby levied/imposed within the boundaries of the Westlake Special Service Area an additional sales tax levy of one-fourth of one percent (.25%) of the special additional municipal sales tax (previously

established, levied and collected at three quarters of one percent [.75%]), so as to provide for a total of one percent (1%) of such additional municipal sales tax, upon the gross receipts of and from the business of making sales of service or making retail sales of tangible personal property in said Westlake Special Service Area for the remaining duration of the Special Service Area tax, for the purposes of (in addition to those purposes previously provided and determined for expenditures of the Special Service Area):

1. The providing of additional equipment and services needed to maintain and enhance security measures within the Special Service Area;
2. The enhancement of maintenance, repair or replacement of any and all common area improvements (within the shopping center commonly known as Westlake Shopping Center) as may have been (or may hereinafter be) constructed within and upon the common areas thereof; and/or
3. The promotion of community stabilization and the enhancement of the business tax base of the City through projects and programs for property owners and tenants within the Special Service Area;

which added .25% sales tax levy shall be in addition (but otherwise identical) to such tax as is currently imposed under Articles II and III of Chapter 27 of the Code of Ordinances of the City of Peoria; and shall be in addition to any other tax imposed by law, including any tax levied upon the property within the Special Service Area as permitted by Ordinance No 16, 579, 16, 580, and 17,111.

Section 2. In furtherance of the foregoing, it is contemplated that the City will enter into a Second Amendment Agreement (substantially as in the form of that which is attached as Exhibit 1) with the property owner(s) within the Special Service Area and Morton Community Bank to delegate thereto certain functions relating to the operation and administration of the Special Service Area to accomplish the foregoing purposes and goals as set forth (as amended by such Second Amendment) in that Agreement dated July 21, 2010, amended by a First Amendment Agreement dated July 31, 2014, by and among the City of Peoria, Morton Community Bank, and the predecessor in interest to the current owner. The foregoing referenced Second Amendment is approved and the Mayor of the City of Peoria (or other member of the City council acting at said Mayor's direction) or the City Manager of the City of Peoria is hereby authorized to execute such Second Amendment on behalf of the City upon execution thereof by such owner(s) and the Morton Community Bank.

Section 3. Pursuant to, and subject to the conditions and the requirements and limitations of 35 ILCS 200/27-55, this ordinance shall be effective sixty (60) days following the date hereof (being the date of the final closing/adjournment of the public hearing upon the proposed increase in the sales tax levy for the Special Service Area); provided, however, that if 100% (one hundred percent) of the real estate owners with the Special Service Area waive said sixty (60) day notice period, then it shall be effective upon the date of the city's receipt of said waiver, there being no electors regarding within the Sterling Ave./Rockwood Road Special Service Area. Notwithstanding the foregoing, however, the City Clerk of the City of Peoria is directed to only extend said additional sales tax of .25% in the manner provided by law, beginning (and no earlier than) on January 1, 2018.

Section 4. The City Clerk of the City of Peoria, Illinois is hereby directed to file a certified copy of this Ordinance with the County Clerk of Peoria County, Illinois.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this 14th day of November, 2017.

Approved:

Mayor

Attest:

City Clerk

Examined and Approved:

Corporation Counsel

**SECOND AMENDMENT AGREEMENT
BETWEEN THE CITY OF PEORIA, MORTON COMMUNITY BANK,
AND WESTLAKE SHOPPING CENTER, LLC
RELATING TO THE
WEST LAKE AVENUE/ROCKWOOD ROAD SPECIAL SERVICE AREA**

THIS SECOND AMENDMENT AGREEMENT (this “Second Amendment”) is made and entered into on, and is effective as of, the _____ day of _____, 2017, by and between the City of Peoria (“City”), an Illinois home rule municipal corporation; Westlake Shopping Center, LLC, (“Westlake”), a Delaware limited liability company (sometimes heretofore mistakenly identified as and referred to as an Illinois limited liability company), successor in interest to Westlake Limited Partnership, an Illinois limited partnership; and Morton Community Bank (“MCB”), an Illinois banking corporation;

W I T N E S S E T H :

WHEREAS, the City and Westlake Limited Partnership, predecessor in interest to Westlake hereunder, entered into an Agreement, dated as of the 21st day of July, 2010, amended by a First Amendment Agreement dated as of the 31st day of July, 2014 (the foregoing Agreement and First Amendment Agreement being collectively referred to as the “Westlake SSA Agreement”), as the result of the establishment of a Special Service Area known as the West Lake Avenue/Rockwood Road Special Service Area (the “SSA”) for the purpose of implementing certain payment and operational procedures for the SSA among the City, Westlake and MCB;

WHEREAS, the parties have heretofore been proceeding consistent with the provisions and obligations as set forth in the Westlake SSA Agreement;

WHEREAS, as a result of Westlake’s desire to maintain and enhance security measures within the SSA and to maintain and enhance the level of maintenance (and improvement) of the common areas of the Westlake Shopping Center within the SSA, the City has adopted Ordinance No. _____ pursuant to which a levy/imposition of an additional municipal sales tax of .25% (above and beyond the additional municipal sales tax originally imposed in the amount of .75%) has been made and provided upon the gross receipts of and from the business of making sales of service or making retail sales of tangible personal property within the SSA for those remaining years during which the SSA is to continue;

WHEREAS, consistent with the above, the foregoing Ordinance No. _____ will result in the collective imposition of an additional municipal sales tax of 1.0% as, and in place of, the Westlake Supplemental Sales Tax as has, prior to the adoption of the foregoing Ordinance No. _____, been the rate upon which such gross receipts have been taxed, and by reason thereof the parties now desire to further modify the terms and arrangements under the Westlake SSA Agreement to incorporate the procedures for collection and distribution

Exhibit 1

of the additional municipal sales tax of .25% into the Westlake Supplemental Sales Tax and hereafter handled accordingly; and

NOW, THEREFORE, for and in consideration of the above and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Application of Additional Westlake Supplemental Sales Tax. By the provisions of Ordinance No. _____, the City has newly imposed an addition to the Westlake Supplemental Sales Tax as earlier described such that the Westlake Supplemental Sales Tax shall be now and hereafter a collective total of 1.0% of gross sales. To the extent that the City collects such addition to the Westlake Supplemental Sales Tax, such collections thereof by the City shall be maintained and administered collectively as more specifically set forth and provided in the earlier described First Amendment Agreement.

2. Administrative Fee to City. Consistent with the provisions of paragraph 3 of the above referenced First Amendment Agreement heretofore executed by the parties (which provides for the City to be able to deduct and be paid a reasonable fee for its administration of the SSA), the parties agree that such fee shall be set at two percent (2%) of the amount of the Westlake Supplemental Sales Tax as shall be collected from time to time by the City in its management and administration of the Westlake Account as well as for other duties and obligations being performed and to further be performed by the City under the Westlake SSA Agreement (as amended hereby).

3. Annual Budget Process. The parties acknowledge and recognize that, pursuant to the provisions of paragraph 4 of the above referenced First Amendment Agreement, there is a process by which the parties each year (commencing at or around October 1) conduct an analysis and determination of the amount of the supportive real estate tax levy as shall be needed to meet the obligations of payments to MCB of the Collective Debt Service obligations due to MCB for the following year. As a part of (and as an addition to) that analysis, Westlake shall submit to the City and to MCB a proposed budget of projected income and uses/expenses for the SSA for the following calendar year. Such submitted budget and any payments from the Westlake Account as it is being administered by the City shall be subject to the approval of the City and MCB (with the approval of each to not be unreasonably withheld, conditioned or delayed) as being consistent with: i) the requirements and/or provisions of the Westlake SSA Agreement; ii) the type of expenditures allowed and provided for under said Westlake SSA Agreement; or iii) any other expense or payment as is otherwise permitted under applicable law (as the latter applies thereto for Special Service Areas). Any such approval by the City shall be made and provided by the City Manager of the City or his/her appointed designee. To the extent that there is objection or disagreement among the parties with respect to any expenditure(s) as being proper, the parties shall proceed diligently and in mutual good faith to resolve same..

4. Other Provisions.

A. Use of Terms. Capitalized terms as may be set forth in this Second Amendment shall, unless otherwise specifically provided, have the same meanings and constructions for purposes of this Second Amendment as otherwise are set forth and provided in Westlake SSA Agreement.

B. MCB Consent and Approval. MCB joins in the execution of this Second Amendment as a party for the purpose of acknowledging its consent and approval to the execution hereof and the modification of the terms and provisions of the Westlake SSA Agreement as herein provided.

C. Continuing Force and Effect of Previous Westlake SSA Agreement. Except as otherwise set forth and modified by this Second Amendment, or except where the terms of this Second Amendment are inconsistent with the previous Westlake SSA Agreement (in which case the terms and provisions hereunder shall prevail), all of the terms and provisions of the previous Westlake SSA Agreement shall continue in full force and effect and are expressly ratified, republished and incorporated herein by this reference.

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: _____
Its: _____

Attest: _____
City Clerk

Approved as to Form:

By: _____
Legal Department

WESTLAKE SHOPPING CENTER, LLC,
a Delaware limited liability company

By: WSC Investors, LLC.,
a Delaware limited liability company,
its sole Member

By: Westlake Limited Partnership,
an Illinois limited partnership,
its sole Member

By: Commercial Management Company,
an Illinois corporation,
its General Partner

By: _____
Name: Leslie B. Cohen
Title: President

Exhibit 1

Morton Community Bank, an
Illinois corporation

By: _____
Its: _____

**WAIVER OF RIGHT TO OBJECT TO ADDITIONAL SALES TAX LEVY FOR
SPECIAL SERVICE AREA**

The undersigned, Westlake Shopping Center, LLC, a Delaware Limited Liability Company, as the sole owner of the following described real estate commonly known as Westlake Shopping Center, to-wit:

A PART OF THE NORTHWEST QUARTER OF SECTION 30, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 19, ALL IN T.9N., R.8E., OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE N89°49'W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 323.40 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S0°10'27"W ALONG THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD, A DISTANCE OF 27.94 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 120 FEET FOR AN ARC DISTANCE OF 48.14 FEET; THENCE N88°50'29"W, A DISTANCE OF 115.45 FEET; THENCE S1°09'31"W, A DISTANCE OF 108.55 FEET; THENCE S88°50'29"E, A DISTANCE OF 163.71 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD; THENCE S22°48'43"E ALONG THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD, A DISTANCE OF 13.84 FEET TO THE INTERSECTION OF THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD AND THE NORTHWESTERLY R.O.W. LINE OF WEST LAKE STREET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWESTERLY R.O.W. LINE OF WEST LAKE STREET ON A CURVE TO THE LEFT HAVING A RADIUS OF 340 FEET FOR AN ARC DISTANCE OF 167.79 FEET; THENCE S28°42'48"W ALONG THE NORTHWESTERLY R.O.W. LINE OF WEST LAKE STREET, A DISTANCE OF 22.18 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWESTERLY R.O.W. LINE OF WEST LAKE STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 260 FEET FOR AN ARC DISTANCE OF 319.92 FEET; THENCE N80°47'11"W ALONG THE NORTHERLY R.O.W. LINE OF WEST LAKE STREET, A DISTANCE OF 349.56 FEET; THENCE N0°39'31"E, A DISTANCE OF 416.47 FEET TO A POINT ON THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 19; THENCE N0°49'57"E, A DISTANCE OF 629.34 FEET; THENCE S89°40'42"E, A DISTANCE OF 528.76 FEET TO A POINT ON THE SOUTHWESTERLY R.O.W. LINE OF ROCKWOOD ROAD; THENCE S41°20'23"E ALONG

THE SOUTHWESTERLY R.O.W. LINE OF ROCKWOOD ROAD, A DISTANCE OF 94.63 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY R.O.W. LINE OF ROCKWOOD ROAD ON A CURVE TO THE RIGHT HAVING A RADIUS OF 295 FEET FOR AN ARC DISTANCE OF 213.74 FEET; THENCE S0°10'27"W ALONG THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD, A DISTANCE OF 361.88 FEET TO THE POINT OF BEGINNING; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA, IN THE STATE OF ILLINOIS.

PIN#14-30-126-004; PROPERTY ADDRESS: 2601 W. LAKE STREET, PEORIA, ILLINOIS 61615

ALSO:

A PART OF THE NW 1/4 OF SECTION 30, T.9N., R.8E., OF THE 4TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 30, AND RUNNING THENCE N89°49'00"W, ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 30, A DISTANCE OF 425.48 FEET; THENCE S1°09'31"W, A DISTANCE OF 78.50 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING S1°09'31"W, A DISTANCE OF 108.55 FEET; THENCE S88°50'29"E, A DISTANCE OF 163.71 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD; THENCE N22°48'43"W, ALONG THE WESTERLY R.O.W. LINE OF ROCKWOOD ROAD, A DISTANCE OF 118.79 FEET; THENCE N88°50'29"W, A DISTANCE OF 115.45 FEET TO THE POINT OF BEGINNING; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN#14-30-126-003; PROPERTY ADDRESS: 2515 W. LAKE STREET, PEORIA, ILLINOIS 61615;

NOTE – ALL OF FOREGOING PARCELS NOW HAVE A COMBINED SINGLE PARCEL IDENTIFICATION # OF 14-30-126-005

hereby waives its right to object to the proposed additional one-quarter percent (.25%) sales tax levy (for the proposed purposes and for a collective total of one percent [1%] when combined with the previous sales tax levy) for the Special Service Area covering the above described real estate, known as the Westlake Ave./Rockwood Rd. Special Service Area (the "SSA"), previously established by action of the City Council of the City of Peoria on July 13, 2010.

In this respect, the undersigned would further certify and warrant that there are no registered electors that reside upon the above described real estate (such real estate being solely and only used for commercial retail shopping center operations and not for any residential use or purpose).

Dated this 14th day of November, 2017.

WESTLAKE SHOPPING CENTER, LLC,
a Delaware limited liability company

By: WSC Investors, LLC.,
a Delaware limited liability company,
its sole Member

By: Westlake Limited Partnership,
an Illinois limited partnership,
its sole Member

By: Commercial Management Company,
an Illinois corporation,
its General Partner

By: _____
Name: Leslie B. Cohen
Title: President