

## **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 \_\_\_\_ 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**

**NEW JUNCTION VENTURES, LLC**

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Anthony Vizanni, Trustee of the 2009  
Alexis Khazzam Family Delaware Trust

Attest: \_\_\_\_\_  
Its City Clerk

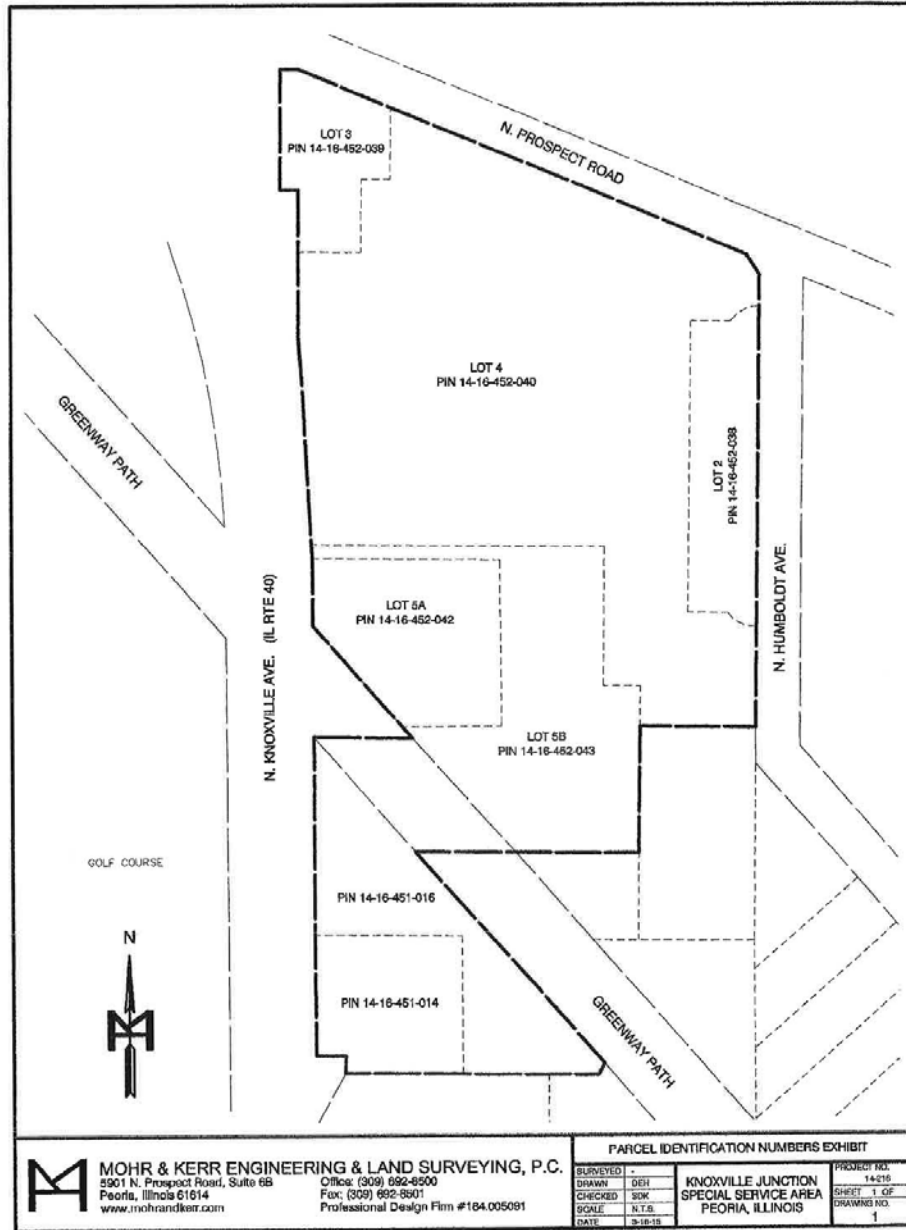
By: \_\_\_\_\_  
Thomas E. Leiter, Trustee of the 2009  
Elizabeth Khazzam Family Delaware  
Trust

ACCEPTED AS TO FORM:

\_\_\_\_\_  
Its City Attorney

# 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
<b>Intersection/Traffic Signals</b>		
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	
Sedding, 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, NS0, 1 1/2"	\$ 14,400.00	
Hma Surf. Cse. , Mix "D", NS0, 1 1/2"	\$ 15,000.00	
Bituminous Shoulders, Type B, 6"	\$ 1,552.50	
Aggr. Wedge Shlds. , Ty. B	\$ 3,432.00	
Aggr. Base Cse. , Type B, 6"	\$ 907.50	
Trench Backfill (Storm)	\$ 650.00	
Pipe Culvet 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.e.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	
<b>Total Intersection/Traffic Signals</b>	<b>\$ 716,261.86</b>	Pipco Bid
<b>Additional Entrance Site Work</b>		
Roadway connection to Junction City	\$ 187,950.00	Mohr & Kerr Engineering & Land Surveying Estimate
<b>Overhead Utility Relocation</b>		
Ameren - Overhead Electric Distribution Relocation	\$ 114,938.50	Ameren Illinois
AT&T/ Comcast Underground Distribution	\$ 135,061.50	Preliminary Estimate
<b>Total Overhead Utility Relocation</b>	<b>\$ 250,000.00</b>	
<b>Detention Basin Reconfiguration</b>	<b>\$ 250,000.00</b>	Mohr & Kerr Engineering & Land Surveying Estimate
<b>Landscaping</b>		
All Entrances & Common Areas	\$ 80,250.00	Greenview Landscaping Company
<b>Total Landscaping &amp; Irrigation</b>	<b>\$ 80,250.00</b>	
<b>Soft Costs</b>		
<b>Legal/Engineering/Professional Fees</b>		
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
<b>Total Legal/Engineering/Professional Fees</b>	<b>\$ 160,538.14</b>	
<b>General Conditions/Supervision/Contingency</b>	<b>\$ 185,000.00</b>	
<b>Total</b>	<b>\$ 1,830,000.00</b>	
Interest Reserve	\$ 120,000.00	
<b>Financing Amount</b>	<b>\$ 1,950,000.00</b>	

**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.