Mayor
Dr. Rita Ali

Council Members
Denise Jackson, District 1
Alex Carmona, District 2
Timothy Riggenbach, District 3
Dr. Andre Allen, District 4
Denis Cyr, District 5
Dr. Bernice Gordon-Young, At-Large
John L. Kelly, At-Large
Zachary M. Oyler, At-Large
Dr. Kiran Velpula, At-Large
Mike Vespa, At-Large

City of Peoria

419 Fulton Street
Peoria, IL 61602

Agenda and Notice

Joint City Council & Town Board Meeting

Tuesday, July 14, 2026
6:00 PM

City Hall - Room 400 (Council Chambers)

Agendas and Proceedings Issued By:

Stefanie Tarr, RMC, CMC, MMC, Office of the City Clerk

(309) 494-8565

Agendas, Minutes, and supporting documentation are available online at the City's website.

Disability Access Statement

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Dates Set

<u>TUESDAY, JULY 14, 2026, AT 6:00 P.M.</u>
Public Hearing for the Proposed Twin Towers Place Special Service Area, to be Held at City Hall, 419 Fulton Street, Room 400 (Council Chambers), Peoria, Illinois.

<u>TUESDAY, AUGUST 11, 2026, AT 6:00 P.M.</u>
Public Hearing for the Proposed Peoria West Main Tax Increment Financing (TIF) District, to be Held at City Hall, 419 Fulton Street, Room 400 (Council Chambers), Peoria, Illinois.

Roll Call

Invocation & Pledge of Allegiance

Proclamations, Commendations, Etc.

Great Neighbor Appreciation Week
Grace Baptist Church
85th Anniversary of Penicillin Research in Peoria

Minutes

June 23, 2026, City Council Proceedings

Town of the City of Peoria - Petitions, Remonstrances, & Communications

26-179 Request form the Town Officials to Approve the June 2026 Actual Expenditures and to Approve the July 2026 Anticipated Expenditures for the Town of the City of Peoria.

City of Peoria - Petitions, Remonstrances & Communications

Public Hearings

26-180 Public Hearing for the Proposed Twin Towers Place Special Service Area.

Consent Agenda Items by Omnibus Vote, with Recommendations as Outlined

All matters listed on the Consent Agenda are considered routine and non-controversial and will be enacted by one motion and one roll call vote; there will not be a separate discussion on these items. If discussion is desired Members of the City Council/Town Board, the item will be removed and discussed immediately after approval of the Consent Agenda. Citizens desiring discussion on an item listed on the Consent Agenda should contact a City Council/Town Board Member prior to the meeting and request the item be removed for discussion. All other public input will be heard during Citizens' Opportunity to Address the City Council/Town Board near the end of the meeting. Note: The order in which agenda items are considered may be moved forward or delayed by at least 2/3 vote of the City Council/Town Board Members present.

26-181 Communication from the City Manager and Director of Public Works with a Request to Approve the Purchase of Property at 1020 W. Virginia Ave. for the Culvert Improvements — Dry Run Creek Tributary A Gift to MacQueen Avenue Project, in the Amount of $86,000.00.

26-182 Communication from the City Manager and Director of Public Works with a Request to Approve a Professional Services Agreement with Roadway Asset Services, LLC (RAS), for the Base Bid for the Pavement Condition Index (PCI) Update 2026 Project, in an Amount Not to Exceed $114,800.00, to Include an Alternative Bid Contingent Upon Grant Funding, in the Additional Amount Not to Exceed $180,500.00 for Imagery-Based Asset Extraction. (All Council Districts)

26-183 Communication from the City Manager and Fire Chief with a Request to Approve a Resolution Approving the Classifcation of Qualified Members of the Fire Department as Peace Officers for the Purpose of Investigating Fire or Explosions, which are Suspected to be Arson or Arson-Related Crimes.

26-172 Communication from the City Manager and Director of Community Development with a Request to Adopt an Ordinance to Amend Appendix A, the Unified Development Code, Relating to Home-Based Food, Clothing, and Household Item Distribution.

26-184 Communication from the City Manager, Corporation Counsel, and Finance Director/Comptroller with a Request to Adopt an Ordinance Amending Chapter 18, Article XIV, Section 18-621 of the Code of the City of Peoria, Relating to Tobacco Retail Licenses.

26-185 Appointment by Mayor Ali to the Advisory Committee on Police-Community Relations with a Request to Concur:

Doug Gathers (Voting) — Term Expires 06/30/2029

26-186 Communication from the City Manager and Corporation Counsel with a Request to Receive and File the Annual AMT Response Time Report.

First Readings

26-187 Communication from the City Manager and Director of Community Development with a Request to Receive and File the First Reading of an Ordinance to Amend Chapter 5, Section 5-97, of the Code of the City of Peoria, Relating to Building Permit Fees.

Regular Business Items, with Recommendations Outlined

26-188 Communication from the City Manager and Police Chief with a Request to Approve a Letter of Intent with Peoria Hospitals' Mobile Medical Services a/k/a Advanced Medical Transport of Central Illinois for the Construction and Co-Location of a Police Substation and Ambulance Station.

26-189 Communication from the City Manager and Corporation Counsel to Approve a Lease Agreement Renewal for the Parking Lot at Hamilton and Madison between the City of Peoria and Heartland Parking.

Unfinished Business (Including but Not Limited to Motions to Reconsider Items, if Any, From the Previous Regular Meeting)

26-163 Communication from the City Manager and Director of Community Development with a Request to Concur with the Recommendation from the Planning & Zoning Commission and Staff to Deny a Special Use in a Class R3 (Single-Family Residential) District for a Short-Term Rental for the Property Located at 3614 N Gale Avenue (Parcel Identification No. 14-30-401-031), Peoria, IL. (Council District 1)

New Business

Citizens' Opportunity to Address the City Council/Town Board

Executive Session

Adjournment

Mayor
Dr. Rita Ali

OFFICIAL PROCEEDINGS

OF THE CITY OF PEORIA, ILLINOIS

Tuesday, June 23, 2026

Council Members
Denise Jackson, District 1
Alex Carmona, District 2
Timothy Riggenbach, District 3
Dr. Andre Allen, District 4
Denis Cyr, District 5
Dr. Bernice Gordon-Young, At-Large
John L. Kelly, At-Large
Zachary M. Oyler, At-Large
Dr. Kiran Velpula, At-Large
Mike Vespa, At-Large

A Regular Meeting of the City Council of Peoria, Illinois, was held on Tuesday, June 23, 2026, at 6:00 PM at City Hall, Council Chambers (Room 400), 419 Fulton Street, with Mayor Ali presiding, and with proper notice having been posted.

ROLL CALL

Roll Call showed the following Council Members were present: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula (arrived at 6:30 P.M., electronic attendance), Vespa, Mayor Ali - 8; Absent: Cyr, Jackson, Oyler - 3.

ELECTRONIC ATTENDANCE

Mayor Ali said a notice had been received by Council Member Velpula of the City Council, in accordance with rules established in Ordinance No. 16,142, Council Member Velpula would be deemed authorized to attend the meeting electronically unless a motion objecting to Council Member Velpula's electronic attendance was made, seconded, and approved by two-thirds of the members of the City Council physically present at the meeting. She said if no such motion was made and seconded, the request by Council Member Velpula to attend electronically shall be deemed approved by the City Council, and the presiding officer shall declare Council Member Velpula present.

After hearing no motion from the Council Members present in Council Chambers, City Clerk Stefanie Tarr indicated that Council Member Velpula had not joined the meeting electronically at that time.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Ali requested a moment of silent prayer or reflection, after which she led the Pledge of Allegiance.

MINUTES

Council Member Riggenbach moved to approve the minutes of the June 9, 2026, Joint City Council & Town Board Meeting, as printed; seconded by Council Member Kelly.

Approved by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
Nays: None.

CITY OF PEORIA - PETITIONS, REMONSTRANCES & COMMUNICATIONS

CONSENT AGENDA ITEMS BY OMNIBUS VOTE, WITH RECOMMENDATIONS AS OUTLINED

(26-157) **Communication from the City Manager and Chief of Police with a Request for the Following:**

> **A. Approve the Purchase One Ford Explorer Interceptor from a Morrow Brothers Ford on an Illinois Government Contract, in the Amount of Approximately $45,788.00; and,**
>
> **B. Approve the Purchase of the Parts and Labor Estimated at $25,000.00 to Have the Vehicle Equipped with all the Necessary Equipment Needed for Patrol.**

(26-158) **Communication from the City Manager and Finance Director/Comptroller with a Request to Approve Existing Property and Commercial Auto Insurance Coverages with Liberty Mutual Insurance through Alliant Insurance Services Inc., for a One-Year Term.**

(26-159) **Communication from the City Manager and Director of Public Works with a Request to Approve and Execute the Tri-County Planning Commission Fiscal Year 2027 Joint Funding Agreement, and Approve the City of Peoria's Contribution, in the Amount of $64,047.63.**

(26-160) **Communication from the City Manager and Corporation Counsel with a Request to Adopt Ordinance No. 18,377 Approving the Fifth Amendment to the Westlake Special Service Area Agreement, Between the Westlake Shopping Center, LLC, the City of Peoria, Community State Bank, and Morton Community Bank.**

(26-161) * **Communication from the City Manager and Assistant City Manager with a Request for the Following:**

> **A. Adopt an Ordinance Approving an Amendment to the Peoria Urban Enterprise Zone; and,**
>
> **B. Approve the Tenth Amendment to the Peoria Urban Enterprise Zone Intergovernmental Agreement.**

(26-162) ** **Communication from the City Manager and Director of Community Development with a Request to Concur with the Recommendation from the Planning & Zoning Commission and Staff to Adopt an Ordinance Amending an Existing Special Use Ordinance No. 16,292, as Amended, for a Pre-K through High School, Daycare, and Place of Worship in a Class A1 (Agricultural) District, to Revise the Site Plan for a Parking Lot Expansion and Widened Driveway, Building Addition, and Athletic Field for the Property Located at 4125 West Charter Oak Road (Parcel Identification Numbers 13-13-351-002 and 13-13-351-009), Peoria, IL. (Council District 4)**

(26-163) *** **Communication from the City Manager and Director of Community Development with a Request to Concur with the Recommendation from the Planning & Zoning Commission and Staff to Deny a Special Use in a Class R3 (Single-Family Residential) District for a Short-Term Rental for the Property Located at 3614 N Gale Avenue (Parcel Identification No. 14-30-401-031), Peoria, IL. (Council District 1)**

(26-164) **Communication from the City Manager and Corporation Counsel with a Request to Approve the Site Application for a Class B (Restaurant, 50% Food) Liquor License, with On-Site Consumption and Retail Sale of Alcohol for Biryani House, LLC, d/b/a Biryani House, at 816 W. Pioneer Parkway, with a Recommendation from the Liquor Commission to Approve. (Council District 5)**

(26-165) **Reappointments by Mayor Ali to the Advisory Committee on Police-Community Relations with a Request to Concur:**

Al Cuizon, Jr. (Voting) Term Expires 06/30/2029
David Williams, Jr. (Voting) Term Expires 06/30/2029
Andrew Edwards (Voting) Term Expires 06/30/2029
Councilwoman Denise Jackson (Voting) Term Expires 06/30/2029

(26-166) **Appointment by Mayor Ali to the Historic Preservation Commission with a Request to Concur:**

Collin Krause (Voting) - Term Expires 06/30/2029

(26-167) **Appointment by Mayor Ali to the Land Bank Board with a Request to Concur:**

Council Member Bernice Gordon-Young (Voting)

(26-168) **Appointment by Mayor Ali to the Peoria Housing Authority Board with a Request to Concur:**

Janice Parker (Voting) - Term Expires 06/30/2029

(26-169) **Appointment by Mayor Ali to the Planning and Zoning Commission with a Request to Concur:**
****

Cynthia Rivers (Voting) - Term Expires 06/30/2029
Brandon Russell (Voting - Term Expires 06/30/2029

(26-170) **Appointment by Mayor Ali to the Zoning Board of Appeals with a Request to Concur:**

Gavin Hunt (Voting) - Term Expires 06/30/2027

(26-171) **Reappointment by Mayor Ali to the Zoning Board of Appeals with a Request to Concur:**

Mason Rue (Voting) Term Expires 06/30/2029

Mayor Ali asked whether any Council Members wished to remove items from the Consent Agenda for discussion. Council Member Allen requested Item Nos. 26-162 and 26-169 to be removed for discussion. Council Member Kelly requested Item Nos. 26-161 and 26-163 to be removed for discussion.

Council Member Allen moved to approve the Consent Agenda as outlined in the Council Communications; seconded by Council Member Gordon-Young.

> Item Nos. 26-157 through 26-171 (excluding Item Nos. 26-161, 26-162, 26-163, and 26-169, which were removed for discussion) were approved as outlined on the Consent Agenda by roll call vote under the Omnibus Vote Designation.
>
> Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
>
> Nays: None.

(26-161) * Communication from the City Manager and Assistant City Manager with a Request for the Following:

A. Adopt an Ordinance Approving an Amendment to the Peoria Urban Enterprise Zone; and,

B. Approve the Tenth Amendment to the Peoria Urban Enterprise Zone Intergovernmental Agreement.

After he said the Ordinance and Intergovernmental Agreement amendment would not preclude other economic incentive options, Council Member Kelly moved to adopt an Ordinance approving an amendment to the Peoria Urban Enterprise Zone; seconded by Council Member Riggenbach.

> Ordinance No. 18,378 was adopted by roll call vote.
>
> Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
>
> Nays: None.

Council Member Kelly moved to approve the tenth amendment to the Peoria Urban Enterprise Zone Intergovernmental Agreement; seconded by Council Member Riggenbach.

> Approved as outlined on the Consent Agenda by roll call vote.
>
> Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
>
> Nays: None.

(26-162) ** Communication from the City Manager and Director of Community Development with a Request to Concur with the Recommendation from the Planning & Zoning Commission and Staff to Adopt an Ordinance Amending an Existing Special Use Ordinance No. 16,292, as Amended, for a Pre-K through High School, Daycare, and Place of Worship in a Class A1 (Agricultural) District, to Revise the Site Plan for a Parking Lot Expansion and Widened Driveway, Building Addition, and Athletic Field for the Property Located at 4125 West Charter Oak Road (Parcel Identification Numbers 13-13-351-002 and 13-13-351-009), Peoria, IL. (Council District 4)

Council Member Allen said he prepared an amendment to this Ordinance and thanked Planning and Zoning Manager Debbi La Rue and Urban Planner Julia Rose for working with the petitioner. He expressed appreciation for the petitioner's expansion and investment in Peoria, as well as the petitioner's willingness to work with neighbors to resolve concerns.

Council Member Allen moved to adopt an Ordinance amending an existing Special Use Ordinance No. 16,292, as amended, for a Pre-K through High School, Daycare, and Place of Worship in a Class A1 (Agricultural) District, to revise the site plan for a parking lot expansion and widened driveway, building addition, and athletic field for the property located at 4125 West Charter Oak Road (Parcel Identification Numbers 13-13-351-002 and 13-13-351-009), as amended, to add the following: "to construct a PROWAG/ADA compliant sidewalk along the property frontage on West Charter Oak Road, with the sidewalk being completed within two years of the adoption date of this ordinance"; seconded by Council Member Gordon-Young.

> Ordinance No. 18,379 was adopted, as amended, by roll call vote.
> Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
> Nays: None.

(26-163) *** **Communication from the City Manager and Director of Community Development with a Request to Concur with the Recommendation from the Planning & Zoning Commission and Staff to Deny a Special Use in a Class R3 (Single-Family Residential) District for a Short-Term Rental for the Property Located at 3614 N Gale Avenue (Parcel Identification No. 14-30-401-031), Peoria, IL. (Council District 1)**

Council Member Kelly said District 1 Council Member Jackson was absent from the meeting and that the property was within her district. He said the Planning & Zoning Commission had recommended denial based on short-term rental separation requirements, but noted a petition had been submitted indicating alternative perspectives on the matter. He said he preferred to delay the vote until Council Member Jackson was present, as she would be familiar with the localized opinions for and against the request.

At the conclusion of his remarks, Council Member Kelly moved to defer this item to the July 14, 2026, City Council Meeting; seconded by Council Member Allen.

> Item No. 26-163 was deferred to the July 14, 2026, City Council Meeting by roll call vote.
> Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
> Nays: None.

(26-169) **** **Appointment by Mayor Ali to the Planning and Zoning Commission with a Request to Concur:**

Cynthia Rivers (Voting) - Term Expires 06/30/2029
Brandon Russell (Voting - Term Expires 06/30/2029

Mayor Ali said the application for Brandon Russell had been withdrawn because his residence was outside the City of Peoria boundary.

Council Member Allen moved to concur with the appointment of Cynthia Rivers to the Planning and Zoning Commission, as amended to withdraw Brandon Russell; seconded by Council Member Gordon-Young.

Motion to concur with the appointment of Cynthia Rivers to the Planning and Zoning Commission, as amended to withdraw Brandon Russell, was approved by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
Nays: None.

FIRST READINGS

(26-172) Communication from the City Manager and Director of Community Development with a Request to Receive and File the First Reading of an Ordinance to Amend Appendix A, the Unified Development Code, Relating to Home-Based Food, Clothing, and Household Item Distribution.

City Manager Urich introduced the item for first reading, noting it would be presented for consideration and adoption at the July 14, 2026, City Council Meeting.

Planning & Zoning Manager La Rue said the Ordinance established performance standards for the free distribution of food and household items at a residence. She said Staff attempted to create rules with a light touch to fill a gap in the Code regarding porch pantries. She noted the regulations addressed size, design, display, food safety, neighborhood compatibility, and nuisances. She said the guidelines allowed these operations by right without permits; however, operators would need to pursue an expanded scope through a Special Use Permit with the Planning & Zoning Commission.

Mayor Ali asked whether the proposed regulations applied to operations such as lemonade stands. Manager La Rue said transactions involving the exchange of goods for money were considered commercial and were governed by different regulations.

Council Member Kelly asked whether any currently operating sites would be in violation of the proposed Ordinance. Manager La Rue said Staff was aware of one site and had reached out to the operator but received no reply. She added that Staff was also contacting community organizations and neighborhood associations to identify other operations.

In response to Council Member Riggenbach about what brought the matter to the City's attention, Manager La Rue said the health department raised public health concerns regarding food storage and distribution. She noted a previous case in which a community operation raised neighborhood concerns about litter, hours, and traffic.

After Council Member Allen inquired about Code compliance enforcement, Manager La Rue said out-of-compliance operators received a notification detailing the proper process.

Council Member Carmona thanked Staff for their efforts and said the issue stemmed from an incident in his District that caused late-night activity and trespassing concerns. He expressed support for the Ordinance, stating it allowed charitable distribution to continue under reasonable parameters.

Council Member Carmona moved to receive and file the first reading of an Ordinance to amend Appendix A, the Unified Development Code, relating to home-based food, clothing, and household item distribution; seconded by Council Member Allen.

Motion to receive and file was approved by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Vespa, Mayor Ali – 7;
Nays: None.

CLERK'S NOTE: Item No. 26-172 will be placed on the July 14, 2026, City Council Meeting Agenda for Council consideration.

REGULAR BUSINESS ITEMS, WITH RECOMMENDATIONS OUTLINED

(26-173) Communication from the City Manager and Director of Community Development with a Request to Consider the Property Owner's Appeal of the Decision by the Historic Preservation Commission to Deny a Certificate of Appropriateness for Stucco Wall Repair for the Property Located at 802 N. Sheridan Road (Parcel Identification Number 18-04-351-052), Peoria, IL. (Council District 2)

Planning and Zoning Manager La Rue said Staff did not take an official position on the case or speak on behalf of the Historic Preservation Commission (HPC). She explained the property was in a historic district and required a Certificate of Appropriateness for the work. She said an enforcement case began in the fall of 2025, and the HPC issued a decision on April 22, 2026, partially approving the overall proposal but denying the stucco repair and alteration method. She stated the commission provided alternatives to better blend the repairs and noted that all documentation was included in the information provided.

Council Member Carmona provided background information, noting the property sat within his district. He referenced visual evidence of hairline cracks repaired with polyurethane sealant, explaining that the material weathered to match the building's color over 8 to 12 months. He said that requiring an owner to power-wash and repaint an entire historic building for routine crack repairs was economically unacceptable. He noted contractors used polyurethane because it accommodated structural shifting without re-cracking, like repairing asphalt with black tar. He said the owner requested him to explain this practical reality, adding that he wanted the building repaired rather than delayed by bureaucratic processes.

At the conclusion of his comments, Council Member Carmona moved to override the HPC ruling and allow the stucco repairs as outlined in the appeal; seconded by Council Member Kelly.

Mayor Ali asked a procedural question about whether the City Council had the authority to change, revise, or override an HPC decision on appeal. Manager La Rue confirmed the Council maintained full authority to modify or override the ruling.

After Mayor Ali asked Corporation Counsel Hayes for additional clarity on the procedural rules, Corporation Counsel Hayes commended Council Member Carmona's advocacy on behalf of his constituent, adding that the HPC issued its denial because it followed guidelines and rules established by Council Ordinance, which prohibited issuing certificates if a repair altered the visual appearance. He noted that a financial hardship provision existed within the Code, but the applicant chose not to use that administrative pathway before the final HPC meeting. He said the Council retained legislative discretion to evaluate the appeal and determine whether an exception was warranted, taking practical realities into account.

In response to Mayor Ali's question about whether the homeowner was made aware of the hardship waiver opportunity, Corporation Counsel Hayes confirmed Staff provided the information to the applicant's advocate, and he said if the form had been submitted, the HPC could have legally considered granting a limited scope of work due to financial constraints.

Discussions were held regarding options for repairing the cracks in the stucco and the HPC's process of assessing each property individually for suitability for approving a Certificate of Appropriateness.

Council Member Kelly expressed support for the motion, stating the photos demonstrated the repairs blended reasonably well.

CLERK'S NOTE: Council Member Velpula joined the meeting electronically at 6:30 P.M.

Discussions were held regarding the nature of the cracks, the options for the material used to correct them, what the photos showed, why some options identified by the HPC were not attempted, and details of the Code as it related to historical preservation.

Council Member Vespa expressed hesitation about the petitioner's decision to bypass the formal hardship waiver paperwork, but acknowledged the owner was a good local landlord who likely lacked the financial means to complete a full building renovation. He said returning the petition to the HPC would be a bureaucratic waste of time and noted he would support the motion with reservations.

Discussions were held regarding the specific location of the cracks, the structural integrity of the historic facade, and the potential policy precedents of overriding an established city commission. The extent of the damage and the likelihood of additional damage occurring were also discussed.

Council Member Gordon-Young commended Council Member Carmona for representing the petitioner but cautioned that overriding the commission could set an unfavorable precedent for future preservation applications. She expressed concern that bypassing the formal hardship waiver pathway would encourage other applicants to do the same. She said she empathized with the petitioner but noted that she could not support the motion because she wanted to avoid undermining the commission's supervision.

Continued discussions were held regarding the hardship waiver process and what it required for submission to the HPC, the rules and regulations outlined in the Code, and how a commercial landlord must demonstrate an inability to use rental profits to pay for standard improvements. Corporation Counsel Hayes read the requirements directly from the official hardship form and clarified that the extensive financial disclosure mandates applied only to income-producing commercial properties, not to single-family residential homes.

Discussions were held regarding the rigorous administrative process for the hardship waiver form, the detrimental outcome of challenging municipal processes to compliance, and the Council's statutory responsibility to review commission findings.

Council Member Riggenbach said that, due to Council Member Carmona's independent research, he was confident in voting against the commission's recommendation in this instance and would support the motion.

In response to Council Member Allen's question about what administrative options remained for the petitioner if the Council denied the appeal, Corporation Counsel Hayes said the petitioner could submit a modified scope of work immediately or wait one year to resubmit the identical plan for HPC review. Council Member Allen said a year was a long time to delay physical repairs to the building and that he felt somewhat out of his depth, but he recognized that this was a unique situation. He said he would carefully consider his options.

Discussions were held on the process of amending the complex hardship waiver as outlined in the City Code, potential issues with complex processes and setting a precedent, and the temporary fix of filling the cracks in the stucco, which was a situation of perpetual degradation.

After she asked whether the petitioner resided at the residence, Mayor Ali said she was uncomfortable granting an exception to an absentee commercial landlord who chose to bypass the proper administrative hardship application process. She said the HPC followed rules set by the Council, adding that an exception that deviated from fair process created an unfair double standard for other property owners.

Council Member Carmona said the situation highlighted an opportunity for the Council to review historic preservation guidelines, noting real estate agents were not legally required to disclose historic district restrictions to buyers, which often resulted in unexpected property maintenance hurdles for owners. He stated his motion stood because the case had been delayed since the fall of 2025, thereby prolonging the repairs and worsening the conditions.

> Motion to override the ruling and allow the stucco repairs as outlined in the property owner's appeal of the decision by the Historic Preservation Commission for the property located at 802 N. Sheridan Road (Parcel Identification No. 18-04-351-052) was approved by roll call vote.
>
> Yeas: Carmona, Kelly, Riggenbach, Kelly, Velpula, Vespa – 5;
>
> Nays: Allen, Gordon-Young, Mayor Ali – 3.

(26-174) Communication from the City Manager and Chief of Police with a Request for the following:

A. Approve the Authorization to Hire Six Community Service Officers, in the Amount of Approximately $508,000.00 Annually and;

B. Adopt an Ordinance Amending the City of Peoria 2026-2027 Biennial Budget Relating to the General Fund for the use of Fund Balance for Community Service Officers, in the Amount of $508,000.00. (Requires 2/3 Vote of Council Members Voting - No Less than 6 Votes)

A letter from the Greater Peoria Leadership Council and salary details were distributed to all Council Members.

City Manager Urich said staff noticed safety gaps Downtown and that other communities used civilian community service officers (CSOs) as ambassadors. He said Staff met with the business community, which supported the concept and privately funded security during startup. The business committed $72,000 toward training and equipment for six civilian positions. Finance Director Cratty showed that six CSOs cost about half as much as regular officers.

Police Chief Brad Dixon said the program did not replace sworn officers or affect the regular hiring pipeline. He stated non-sworn personnel would focus Downtown to increase visibility, handle minor service calls, and manage event logistics for the Civic Center and Riverfront.

Discussions included wages, shift schedules, patrol boundaries, equipment, and budget sustainability. Chief Dixon explained that CSOs were AFSCME Union City workers managing traffic and minor incidents, allowing District Patrol Units to focus on emergencies. Plans for CSO training, responsibilities, patrol transport, and medical call assistance were also discussed.

Council Member Allen praised the initiative, noting downtown business owners faced safety and perception issues. He said the administration was committed to tackling root causes through funding and safety strategies, supporting goals for quality of life, safety, and business growth.

Council Member Riggenbach thanked staff for their innovative public safety approach and support, citing positive community feedback as a representative of the downtown civic center authority. He stated he would support the item as outlined.

Mayor Ali praised the creative pipeline tool and expressed a desire to expand the program. She noted that Downtown residential density was increasing and that highly visible civilian patrols would effectively address negative perceptions of safety, thereby making the area more walkable.

Discussions were held on the CSO patrol zone, uniforms that differed from those of regular police officers and were professional and approachable, accessibility and responsibilities in public and private parking decks, the rationale for the chosen shift schedules, protocols and relationships with other community organizations, as well as security measures for more dangerous situations.

Council Member Kelly moved to approve the authorization to hire six Community Service Officers, in the amount of approximately $508,000.00 annually; seconded by Council Member Riggenbach.

Council Member Carmona observed effective CSO programs elsewhere and noted support from business owners and residents in District 2.

Council Members continued to express support for the initiative, and discussions focused on optimizing the budget by reducing police overtime, providing appropriate training, and shortening wait times for calls for service during busy periods.

Approved by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Vespa, Mayor Ali – 8;
Nays: None.

Council Member Kelly moved to adopt an Ordinance amending the City of Peoria 2026-2027 Biennial Budget relating to the General Fund for the use of fund balance for Community Service Officers, in the amount of $508,000.00; seconded by Council Member Riggenbach.

Ordinance No. 18,380 was adopted by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Vespa, Mayor Ali – 8;
Nays: None.

(26-175) Communication from the City Manager and Chief of Police with a Request for the Following:

A. Accept the Tobacco Prevention and Enforcement Program Grant from the Department of Human Services, in the Amount of $17,034.00; and,

B. Adopt an Ordinance Amending the City of Peoria 2026-2027 Biennial Budget Relating to the General Fund to Recognize the Receipt of Grant Funding from the Department of Human Services Providing the Tobacco Enforcement, in the Amount of $17,034.00. (Requires 2/3 Vote of Council Members Voting - No Less than 6 Votes)

Police Chief Dixon said this was a routine administrative request completed annually. He explained that the program outlined how the department conducted compliance checks and merchant education for local tobacco vendors. He noted that the grant funds were used to pay for police officer overtime incurred to complete these tasks.

Council Member Allen moved to accept the Tobacco Prevention and Enforcement Program Grant from the Department of Human Services, in the amount of $17,034.00; seconded by Council Member Gordon-Young.

Approved by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Vespa, Mayor Ali – 8;
Nays: None.

Council Member Allen moved to adopt an Ordinance amending the City of Peoria 2026-2027 Biennial Budget relating to the General Fund to recognize the receipt of grant funding from the Department of Human Services providing the tobacco enforcement, in the amount of $17,034.00; seconded by Council Member Carmona.

Ordinance No. 18,381 was adopted by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Vespa, Mayor Ali – 8;
Nays: None.

(26-176) Communication from the City Manager and Assistant City Manager with a Request to Adopt an Ordinance Approving the Redevelopment Agreement with 6035 Knoxville, LLC, to Develop Keller Station Business Development District. (Council District 3)

City Manager Urich reviewed the details of the agreement, explaining it provided for the reimbursement of private development costs. He outlined the total revenue generated within the Business Development District (BDD) to date and specified the balance currently available for distribution.

Council Member Vespa said 6035 Knoxville, LLC, was a private client of his and noted that he would abstain from the vote.

Council Member Riggenbach expressed support for the project, noting that it was within the Third District and served as a strong anchor for that section of Donovan Park. He recalled that the development opened around the start of the COVID-19 pandemic and faced several operational obstacles. Still, he noted that the agreement effectively supported their plans for future development and structural growth.

Council Member Riggenbach moved to adopt an Ordinance approving the Redevelopment Agreement with 6035 Knoxville, LLC, to develop Keller Station Business Development District; seconded by Council Member Kelly.

Ordinance No. 18,382 was adopted by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Mayor Ali – 7;
Nays: None;
Abstained: Vespa – 1.

(26-177) Communication from the City Manager and Assistant City Manager with a Request to Adopt an Ordinance Approving the Redevelopment Agreement with RSCC Group Inc. to Build Dutch Bros Coffee. (Council District 2)

City Manager Urich reviewed the estimated project costs and anticipated revenue generation. He explained the details of the agreement regarding reimbursement parameters and eligible expenses. He noted a prior development agreement was passed in 2023, under which a larger developer for the area installed infrastructure for the roadway network. He explained that the senior agreement required that any future tax increment be applied first to satisfy that infrastructure debt, and he noted that once it was paid off, the increment would increase, allowing more funding to go to Dutch Bros.

Council Member Carmona expressed support for the project, stating it was a good development and exactly what Tax Increment Financing (TIF) was designed to accomplish. He noted the developers had broken ground and that many residents looked forward to the business opening.

Council Member Carmona moved to adopt an Ordinance approving the Redevelopment Agreement with RSCC Group Inc. to build Dutch Bros Coffee; seconded by Council Member Allen.

Ordinance No. 18,383 was adopted by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Vespa, Mayor Ali – 8;
Nays: None.

(26-178) Communication from the City Manager and Director of Community Development to Receive and File a Report Back on the East Village Growth Cell.

Council Member Riggenbach said he and Community Development Director Dulin reviewed the data and wanted to share the unembellished numbers to highlight the success of the EVGC. He recalled that the East Village Growth Cell (EVGC) was established in 2010 after Cub Foods closed, and the community was initially wary of another TIF District. He said leadership aimed to make it diverse rather than focused on a single development. He explained that OSF Healthcare began discussions and included the neighborhood to provide localized benefits. He listed several projects supported by the City, including the Jump Trading Simulation & Education Center, OSF infrastructure, Obed & Isaacs, and the Peoria Opportunities Foundation's construction of thirty single-family homes in the East Bluff. He added that commercial developments such as Burger King, Starbucks, and other businesses on Knoxville Ave. benefited from the EVGC. He extended thanks to former Community Development Director Ross Black for his foundational efforts.

Council Member Riggenbach continued by highlighting that the EVGC was the first TIF in which the City was required to spin off incremental revenue to the school district. He noted that Finance Director Cratty had held conversations with the school districts, explaining that while the exact connection was not yet finalized, Woodruff Career and Technical Center would most likely receive career-oriented funding. He highlighted the residential housing program implemented across the district, noting that 169 property owners took advantage of it, injecting $2,000,000.00 in economic development directly into residents' hands. He explained the program was structured as a 50/50 city match, up to $30,000.00, and noted the details were expanded in 2025 to include a garage demolition program. He stated the initiative grew exponentially and reviewed the investments and project numbers over time to demonstrate the value of thinking outside the box. He concluded that TIF districts were frequently misunderstood, but noted this district served as a model example of mutual benefits for both the business community and residents. He stated the citizens advisory council met twice a year with residents, businesses, and non-profits, serving as a great resource to help tweak the program to meet the ongoing needs of the East Bluff.

At the conclusion of his comments, Council Member Riggenbach moved to receive and file the report back on the East Village Growth Cell; seconded by Council Member Kelly.

Mayor Ali extended congratulations on the exceptional data. She noted Peoria Public Schools also benefited from the arrangement. She thanked the leadership, stakeholders, Director Dulin, the community development team, and the Peoria Opportunities Foundation for driving the success of this great model.

Council Member Allen called the results amazing. He stated that while a TIF was traditionally viewed purely as an economic development tool for businesses, this program successfully funneled benefits back to residents. He thanked Council Member Riggenbach and the Community Development Department for their efforts, noting that it was important to provide these success reports to the community.

> Motion to receive and file the report back on the East Village Growth Cell was approved by roll call vote.
> Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Vespa, Mayor Ali – 8;
> Nays: None.

UNFINISHED BUSINESS (Including but Not Limited to Motions to Reconsider Items, if Any, from the Previous Regular Meeting)

It was determined there was no Unfinished Business to address.

NEW BUSINESS

Historic Preservation Commission Hardship Waiver Form Review

Council Member Riggenbach officially requested a review of the administrative hardship waiver process and a broader evaluation of the Code and Ordinances governing the Historic Preservation Commission's rules and procedures currently in place.

Red, White, and Boom – 4th of July Event

Mayor Ali invited citizens to celebrate on the Riverfront for the annual Red, White, and Boom festival, noting it coincided with the upcoming 250th anniversary of America. She stated comprehensive plans were established for the celebration and emphasized it would serve as a large, safe, family-friendly event in Downtown Peoria.

CITIZENS' OPPORTUNITY TO ADDRESS THE CITY COUNCIL/TOWN BOARD

It was determined there were no citizens who wished to address the City Council or Town Board at that time.

EXECUTIVE SESSION

It was determined there was no need to enter into Executive Session at that time.

ADJOURNMENT

Council Member Carmona moved to adjourn the June 23, 2026, City Council Meeting; seconded by Council Member Allen.

Approved by roll call vote.
Yeas: Allen, Carmona, Gordon-Young, Kelly, Riggenbach, Velpula, Vespa, Mayor Ali – 8;
Nays: None.

The Regular City Council Meeting was adjourned at 8:08 P.M.

Stefanie Tarr
City Clerk - Stefanie Tarr, RMC, CMC, MMC

cc

City Council Communication

Meeting Date: July 14, 2026
Department: Town Clerk's Office

File #: 26-179

Subject: Request form the Town Officials to Approve the June 2026 Actual Expenditures and to Approve the July 2026 Anticipated Expenditures for the Town of the City of Peoria.

Background - Describe the Impact if This Is Approved or Denied:

Financial Impact:

Neighborhood Concerns:

Recommendation supports the following Strategic Plan Priorities:

EEO Certification Number:

Attachments:

1. Resolution 19-001
2. Expected Expenditures Jul 2026

RESOLUTION CONCERNING THE RATIFICATION OF ORDERS AND CLAIMS AGAINST PEORIA TOWNSHIP

THIS RESOLUTION made this 8th date of January, 2019, by the Township of the City of Peoria ("Peoria Township") Board of Township Trustees, WITNESSETH:

WHEREAS, 60 ILCS 1/80-10 sets forth that the Township Board is to examine and audit the Township accounts before any bills (other than general assistance, obligations for Social Security taxes as required by Social Security Enabling Act, and wages that are subject to the Illinois Wage Payment and Collection Act, or other expenses determined by the Township Board by resolution) are paid;

WHEREAS, by the very nature of the program to which they relate, payments for Emergency Assistance which are made in the sole discretion of the Township Supervisor should not require prior approval of the Township Board prior to payment; and

WHEREAS, claims or charges may be incurred by Peoria Township which must be paid prior to the next Township Board meeting ("Operating Emergencies");

WHEREAS, wages for Township Officials are most efficiently paid at the same time an employee wages are paid, and further, such wages are set by ordinance;

WHEREAS, expenses related to wage payment (withholding, benefits, etc.) ("Wage Related Expense") are most efficiently paid at the same time as wages are paid; and

WHEREAS, payments for Emergency Assistance, Operating Emergencies, Township Officials Wages, and Wage Related Expenses may be reviewed and ratified at the next Township Board meeting;

IT IS, THEREFORE, RESOLVED by the Peoria Township Board of Trustees on the date first above written that payments made for: (1) Emergency Assistance by the Peoria Township Supervisor; (2) Operating Emergencies as determined by the Township Supervisor in the Supervisor's sole discretion; (3) Wages for Township Officials; or (4) Wage Related Expense, shall not require prior approval before payment and that such payments shall be reviewed and ratified at the next Township Board meeting following the payment of such monies.

Passed by a vote of 11 ayes and 0 nays on the date first above written.

Presiding Officer

Board of Township Trustees

ADOPTED JANUARY 8, 2019

General Fund
Expected Expenses
7/2026

Vendor #	Vendor Name	Payment Date	Payment Amount	Expense Account	Description
40218	ADP, INC	7/15/2026	98.22	101-5050-555.48-10	Payroll Service
40218	ADP, INC	7/30/2026	98.22	101-5050-555.48-10	Payroll Service
30001	AMEREN	7/15/2026	200.75	101-5010-551.35-90	Utilities
40002	AMERICAN PEST CONTROL	7/15/2026	313.50	101-5010-551.35-90	Annual Service
47108	AVAYA CLOUD OFFICE	7/15/2026	213.33	101-5010-551.37-20	Phone
40011	CITY OF PEORIA	7/15/2026	3334.65	101-5010-551.20-50	Health Insurance
40011	CITY OF PEORIA	7/15/2026	1970.98	101-5030-553.20-30	Health Insurance
40011	CITY OF PEORIA	7/15/2026	678.12	101-5050-555.20-30	Health Insurance
40212	COMCAST	7/15/2026	53.30	101-5010-551.35-20	Internet Service
31035	FISH WINDOW CLEANING	7/15/2026	11.00	101-5010-551.35-90	Window Cleaning
40188	GFL ENVIROMENTAL	7/15/2026	87.87	101-5010-551.35-90	Dumpster Fee
30033	ILLINOIS AMERICAN WATER	7/15/2026	26.45	101-5010-551.35-90	Water
50161	MRR LAW	7/15/2026	1980.00	101-5050-555.30-40	Legal Fees
40291	PHD SERVICES	7/15/2026	98.40	101-5010-551.35-90	Lawn Care/Snow Removal
40291	PHD SERVICES	7/15/2026	358.58	101-5010-551.35-90	Cleaning/Supplies
30158	RAMSEY	7/15/2026	75.19	101-5010-551.30-10	Mileage Reimbursement
30056	UNES-REID	7/15/2026	107.31	101-5010-551.30-10	Mileage Reimbursement
50060	US BANK	7/15/2026	183.92	101-5010-551.36-20	Lease Agreement
	TOTAL		$ 9,889.79		

General Assistance Fund
Expected Expenses
7/2026

Vendor #	Vendor Name	Payment Date	Payment Amount	Expense Account	Description
40218	ADP, INC	7/15/2026	98.00	201-1030-501.50-20	Payroll Service
40218	ADP, INC	7/30/2026	98.00	201-1030-501.50.30	Payroll Service
30001	AMEREN	7/15/2026	200.75	201-1030-501.30-30	Utilities
40002	AMERICAN PEST CONTROL	7/15/2026	313.50	201-1030-501.30-10	Annual Pest Control
47108	AVAYA CLOUD OFFICE	7/15/2026	213.33	201-1030-501.35-00	Telephone
40089	CITY OF PEORIA	7/15/2026	603.40	201-1030-501.20-30	Health Insurance
40089	CITY OF PEORIA	7/15/2026	678.12	201-1030-501.20-30	Health Insurance
40212	COMCAST	7/15/2026	86.60	201-1030-501.35-00	Internet Service
31035	FISH WINDOW CLEANING	7/15/2026	11.00	201-1030-501.30-80	Window Cleaning
40188	GFL ENVIRONMENTAL	7/15/2026	174.00	201-1030-501.30-60	Trash
40223	GIBBS TECHNOLOGY LEASING, LLC	7/30/2026	293.47	201-1030-501.40-20	Copier lease
30033	ILLINOIS AMERICAN WATER	7/15/2026	52.90	201-1030-501.30-60	Water
40291	PHD SERVICES	7/15/2026	196.80	201-1030-501.30-80	Lawn Care/ Snow Removal
40291	PHD SERVICES	7/15/2026	358.58	201-1030-501.30-80	Cleaning/Supplies
	TOTAL		$ 3,378.45		

TOWN OF THE CITY OF PEORIA

Checking Account Summary

Checking Account: 1 Description: GENERAL FUND CHECKING Bank Name: BUSEY BANK

Type	Trans Number	Vendor	Vendor Name	Amount
Check	17962	40030	MISSION SQUARE-302938*	(1,680.00)
Check	17963	40038	NCPERS GROUP LIFE INS.*	(24.00)
Check	17964	30024	TOWN OF THE CITY OF PEORIA*THE	(19,851.70)
Check	17965	40218	ADP, INC.*	(99.77)
Check	17966	30001	AMEREN ILLINOIS*	(171.12)
Check	17967	47108	AVAYA CLOUD OFFICE*	(213.33)
Check	17968	45028	BRADFIELD'S COMPUTER SUPPLY*	(294.00)
Check	17969	40089	CITY OF PEORIA*	(6,006.12)
Check	17970	40212	COMCAST*	(53.30)
Check	17971	31035	FISH WINDOW CLEANING*	(11.00)
Check	17972	40188	GFL ENVIRONMENTAL*	(87.87)
Check	17973	30033	ILLINOIS AMERICAN WATER CO.*	(26.45)
Check	17974	46101	MCGOVERN*CHARLET	(27.01)
Check	17975	40291	PHD SERVICES*	(410.44)
Check	17976	40065	PITNEY BOWES GLOBAL FINANCIAL SERVICE*	(163.53)
Check	17977	40086	SEICO, INC.*	(281.25)
Check	17978	40120	TOWNSHIP OFFICIALS OF ILLINOIS*	(1,465.43)
Check	17979	30056	UNES-REID*RAYNAH	(110.96)
Check	17980	50060	US BANK EQUIPMENT FINANCE*	(209.72)
Check	17981	40167	CLIFTONLARSONALLEN LLP*	(4,252.50)
Check	17982	30091	LASER ELECTRIC*	(107.00)
Check	17983	40030	MISSION SQUARE-302938*	(1,680.00)
Check	17984	40038	NCPERS GROUP LIFE INS.*	(24.00)
Check	17985	30024	TOWN OF THE CITY OF PEORIA*THE	(22,768.44)
Check	17986	40218	ADP, INC.*	(79.58)
Other Cash				81,827.08

Cash Accounts Included On The Report

101-0000-101.00-00 CASH/CHECKING

A11160
Date 7/7/2026
Time 2:49 PM

TOWN OF THE CITY OF PEORIA

Checking Account Summary

Checking Account: 2 Description: GENERAL ASSISTANCE CHECKING Bank Name: BUSEY BANK

Type	Trans Number	Vendor	Vendor Name	Amount
Check	77197	40038	NCPERS GROUP LIFE INS.*	(16.00)
Check	77198	30024	TOWN OF THE CITY OF PEORIA*THE	(4,715.86)
Check	77199	40218	ADP, INC.*	(98.00)
Check	77200	30001	AMEREN ILLINOIS*	(171.12)
Check	77201	47108	AVAYA CLOUD OFFICE*	(213.33)
Check	77202	40089	CITY OF PEORIA*	(1,286.52)
Check	77203	40167	CLIFTONLARSONALLEN LLP*	(4,252.50)
Check	77204	40212	COMCAST*	(106.60)
Check	77205	31035	FISH WINDOW CLEANING*	(11.00)
Check	77206	40352	GFI DIGITAL*	(18.91)
Check	77207	40188	GFL ENVIRONMENTAL*	(175.74)
Check	77208	40223	GIBBS TECHNOLOGY LEASING, LLC*	(293.47)
Check	77209	30033	ILLINOIS AMERICAN WATER CO.*	(52.90)
Check	77210	40291	PHD SERVICES*	(443.24)
Check	77211	40148	ELAN FINANCIAL SERVICES*	(222.26)
Check	77212	45001	AMEREN ILLINOIS*	(8,900.00)
Check	77213	45001	AMEREN ILLINOIS*	(8,450.00)
Check	77214	45001	AMEREN ILLINOIS*	(9,050.00)
Check	77215	45001	AMEREN ILLINOIS*	(8,900.00)
Check	77216	45001	AMEREN ILLINOIS*	(6,550.00)
Check	77217	50189	ILLINOIS AMERICAN WATER*	(795.00)
Check	77218	50399	1119-1201 N UNDERHILL ST LLC*	(130.00)
Check	77219	50133	210 MADISON NORTH LLC*	(54.00)
Check	77220	40728	615 ROCK ISLAND LLC*	(440.00)
Check	77221	50011	ALLSTATE*	(174.00)
Check	77222	50017	AMEREN ILLINOIS*	(1,110.00)
Check	77223	50017	AMEREN ILLINOIS*	(75.00)
Check	77224	50141	CHAPAI, JR.,*MARNA L	(200.00)
Check	77225	50356	CJD PROPERTIES INC*	(460.00)
Check	77226	50024	CONSOLIDATED PROPERTIES LLC*	(460.00)
Check	77227	50345	DAVIDSON*JOHN	(460.00)
Check	77228	50380	DRAIN*MICHELLE	(390.00)
Check	77229	50249	DUNLAP FALLS, LLC*	(65.00)
Check	77230	50071	FRONTIER WEST*	(128.00)
Check	77231	50065	GLEN OAK TOWER*	(37.00)
Check	77232	50076	GREATER PEORIA SANITARY DIST*	(22.00)
Check	77233	50086	HARRIS*ROSIE	(350.00)
Check	77234	50198	ILLINOIS AMERICAN WATER*	(65.00)
Check	77235	50406	KEPPLE TEAM LLC.*	(460.00)
Check	77236	50109	KROGER*	(733.07)
Check	77237	50109	KROGER*	(1,542.07)
Check	77238	50109	KROGER*	(1,440.03)

Checking Account Summary

Checking Account: 2 Description: GENERAL ASSISTANCE CHECKING Bank Name: BUSEY BANK

Type	Trans Number	Vendor	Vendor Name	Amount
Check	77239	41114	LAHOOD PROPERTY MANAGEMENT LLC*	(460.00)
Check	77240	50121	LEXINGTON HILLS II APARTMENTS*	(42.00)
Check	77241	50262	MADISON III APARTMENTS*	(55.00)
Check	77242	50335	MCKILLIP*PEGGY	(460.00)
Check	77243	50205	PHA-STERLING TOWERS*	(276.00)
Check	77244	50239	SHOE CARNIVAL*	(99.94)
Check	77245	50275	SWEARINGEN*RICHARD F	(100.00)
Check	77246	50282	UFS*	(218.02)
Check	77247	30022	TOWN OF THE CITY OF PEORIA*THE	(475.00)
Check	77248	40038	NCPERS GROUP LIFE INS.*	(16.00)
Check	77249	30024	TOWN OF THE CITY OF PEORIA*THE	(4,715.86)
Check	77250	40218	ADP, INC.*	(98.00)
Check	77251	30096	ARTHUR AGENCY*	(1,099.89)
Check	77252	30004	FREY MUNICIPAL SOFTWARE*	(3,189.30)
Check	77253	40352	GFI DIGITAL*	(15.11)
Check	77254	40223	GIBBS TECHNOLOGY LEASING, LLC*	(293.47)
Check	77255	30023	TOWN OF THE CITY OF PEORIA*THE	(9,222.68)
Check	77256	40118	XEROX FINANCIAL SERVICES*	(344.81)
Other Cash				84,698.70

Cash Accounts Included On The Report

201-0000-101.00-00	CASH/CHECKING

Certificate of Approved Claims – Township Board of the City of Peoria Township ("Peoria Township")
County of Peoria
State of Illinois
JULY 14, 2026
ALL FUNDS

We, the undersigned, comprising the Board of Township Trustees of Peoria Township, having duly met on the date above pursuant to the statutes of the State of Illinois for the purpose of auditing town accounts, do hereby certify that:

The attached claims against Peoria Township which are indicated by an asterisk were presented for preapproval, audited, and allowed at said meeting.

Further, in accordance with 60 ILCS 1/80-10 and the Resolution approved on January 8, 2019, concerning the ratification of orders and claims, all other claim amounts indicated were presented, examined and ratified.

Certificate of Approved Claims – Township Board of the City of Peoria Township ("Peoria Township")
County of Peoria
State of Illinois
JULY 14, 2026
ALL FUNDS

IN WITNESS WHEREOF, we, the members of said Board of Township Trustees, have hereunto set our hands on the date above.

____________________ ____________________
Presiding Officer

____________________ ____________________

____________________ ____________________ Board of Township Trustees

____________________ ____________________

____________________ ____________________

____

Countersigned

____
Supervisor, Peoria Township

____
Township Clerk, Peoria Township

Attestation of Town Clerk Pursuant to 60 ILCS 1/7-27

I, the TOWN CLERK of the Town of the City of Peoria, Peoria county, Illinois, do hereby attest the payouts and/or estimated payouts certified and submitted by the City of Peoria Township Supervisor were made (or will be made) from the Township treasury AND do hereby certify that the above actions taken by the BOARD OF TRUSTEES of the Town of the City of Peoria, have approved (or ratified) the Statement of Funds at a regularly constituted meeting to the TOWNSHIP BOARD. I shall retain a copy of this documentation and shall forward the same to the Town Supervisor.

____

Township Clerk
Peoria Township

RESOLUTION CONCERNING THE RATIFICATION OF ORDERS AND CLAIMS AGAINST PEORIA TOWNSHIP

THIS RESOLUTION made this 8th date of January, 2019, by the Township of the City of Peoria ("Peoria Township") Board of Township Trustees, WITNESSETH:

WHEREAS, 60 ILCS 1/80-10 sets forth that the Township Board is to examine and audit the Township accounts before any bills (other than general assistance, obligations for Social Security taxes as required by Social Security Enabling Act, and wages that are subject to the Illinois Wage Payment and Collection Act, or other expenses determined by the Township Board by resolution) are paid;

WHEREAS, by the very nature of the program to which they relate, payments for Emergency Assistance which are made in the sole discretion of the Township Supervisor should not require prior approval of the Township Board prior to payment; and

WHEREAS, claims or charges may be incurred by Peoria Township which must be paid prior to the next Township Board meeting ("Operating Emergencies");

WHEREAS, wages for Township Officials are most efficiently paid at the same time an employee wages are paid, and further, such wages are set by ordinance;

WHEREAS, expenses related to wage payment (withholding, benefits, etc.) ("Wage Related Expense") are most efficiently paid at the same time as wages are paid; and

WHEREAS, payments for Emergency Assistance, Operating Emergencies, Township Officials Wages, and Wage Related Expenses may be reviewed and ratified at the next Township Board meeting;

IT IS, THEREFORE, RESOLVED by the Peoria Township Board of Trustees on the date first above written that payments made for: (1) Emergency Assistance by the Peoria Township Supervisor; (2) Operating Emergencies as determined by the Township Supervisor in the Supervisor's sole discretion; (3) Wages for Township Officials; or (4) Wage Related Expense, shall not require prior approval before payment and that such payments shall be reviewed and ratified at the next Township Board meeting following the payment of such monies.

Passed by a vote of ________ ayes and __________ nays on the date first above written.

Presiding Officer

Board of Township Trustees

City Council Communication

Meeting Date: July 14, 2026
Department: Legal

File #: 26-180

Subject: Public Hearing for the Proposed Twin Towers Place Special Service Area.

Background - Describe the Impact if This Is Approved or Denied:

The residential towers at Twin Towers Place has requested the City assist with capital expenditures by establishing a special service area to fund the improvements and finance the costs of those improvements via a City of Peoria issued bond, which would be repaid by residents via the Special Service Area (SSA) law. The capital projects include structural repairs to the parking deck, exterior parking area paving, fire safety system upgrades and electrical systems upgrades to support the updated fire system. Total expenditures are estimated to be Two Million, Five Hundred Thousand ($2,500,000.00) Dollars.
The Special Service Area Tax Law requires the City to provide notice of this public hearing by mail and publication to all property owners within the special service area. A copy of that notice is attached and the notice was published in the Peoria Journal Star on June 25th, 2026.

Financial Impact:

The City would issue bonds in the amount of $2,500,000.00 to fund the upgrades. The City would not expend funds to repay the bonds. The residents will provide the funds for re-payment via the property tax bills on each parcel of real estate. The debt would be secured by the real estate.

Neighborhood Concerns:

Recent building improvements have reduced the capital reserve and required direct assessments, so financing the planned costs for the improvements over a longer period of time through the SSA will provide more manageable annual payments by residents.

Recommendation supports the following Strategic Plan Priorities:

Downtown Development, Quality of Life.

EEO Certification Number:

Attachments:

None

City Council Communication

Meeting Date: July 14, 2026
Department: Public Works

File #: 26-181

Subject: Communication from the City Manager and Director of Public Works with a Request to Approve the Purchase of Property at 1020 W. Virginia Ave. for the Culvert Improvements — Dry Run Creek Tributary A Gift to MacQueen Avenue Project, in the Amount of $86,000.00.

Background - Describe the Impact if This Is Approved or Denied:

Public Works proposes to purchase the property at 1020 W. Virginia Ave., to make improvements along Tributary A of Dry Run Creek. The existing channel is close to the foundation walls of the current residential structure. Completing improvements while leaving the residence would require a vertical concrete retaining wall running the length of the parcel. Further, due to the location of the garage on the parcel, realignment of the channel is not possible and would require additional improvements to maintain access to their garage. The cost to complete the creek improvements while leaving the existing house and garage intact exceeds the purchase price of the property. The total budgeted cost for the project is $3,944,000.00. Therefore, Public Works is proposing full acquisition of this property. The property is being purchased for its appraised value of $86,000. Closing is to occur not later than July 21, 2026.

Financial Impact:

The purchase price is Eighty-Six Thousand Dollars ($86,000.00), paid at closing. The cost to purchase this property is budgeted in the CIP under the Culvert Improvements — Dry Run Creek Tributary A Gift to MacQueen Avenue Project.

Neighborhood Concerns:

This project will improve stormwater infrastructure.

Recommendation supports the following Strategic Plan Priorities:

Invest in our Infrastructure & Transportation, Quality of Life, and Reinvest in Neighborhoods

EEO Certification Number:

N/A

Attachments:

None

City Council Communication

Meeting Date: July 14, 2026
Department: Public Works

File #: 26-182

Subject: Communication from the City Manager and Director of Public Works with a Request to Approve a Professional Services Agreement with Roadway Asset Services, LLC (RAS), for the Base Bid for the Pavement Condition Index (PCI) Update 2026 Project, in an Amount Not to Exceed $114,800.00, to Include an Alternative Bid Contingent Upon Grant Funding, in the Additional Amount Not to Exceed $180,500.00 for Imagery-Based Asset Extraction. (All Council Districts)

Background - Describe the Impact if This Is Approved or Denied:

On April 7, 2026, the Public Works Department Engineering Division advertised a Request for Proposals (RFP) on the City's website and in the Peoria Journal Star for a qualified firm to collect and process Pavement Condition Index (PCI) data.

Submittals were accepted on April 28, 2026, at 2:00 p.m., with six firms submitting: Cyclomedia, Engineering & Research International (ERI), Infrastructure Management Services (IMS), PaveX, Roadway Asset Services (RAS), and Transmap Corp. The submittals included a base bid and an alternate bid.

A selection committee consisting of the City Engineer Andrea Klopfenstein and the Assistant City Engineer Paola Mendez-Silvagnoli reviewed and scored the proposals.

The scoring criteria included:

a. Technical Approach (25%)
b. Firm Experience and Qualifications (25%)
c. Project Cost (20%)
d. Staff Capabilities (20%)
e. Other (10%)

The committee, along with input from the Transportation Program Manager (Hanson), met to discuss the results and, after deliberation, Roadway Asset Services (RAS) was selected to complete the project.

The 2026 PCI update will create the fifth data point for the pavement condition index. More data points help the DOT software to predict the condition of our pavement more accurately over time and to evaluate the impacts of different budget scenarios. The additional data point will also help determine the effectiveness of the pavement preservation treatments. The information will help staff to make recommendations on future pavement funding needs and treatment options.

The city has applied for a $130,000.00 Special Transportation Studies Grant to collect additional asset data in order to be able to complete some of the work from the additional services provided in the alternate bid. If the grant is awarded to the City, the vendor will be awarded a contract for the additional services.

Financial Impact:

Funds for this item are budgeted in the CIP Project Pavement Preservation Analysis and Implementation.

Neighborhood Concerns:

Planning and prioritizing street maintenance includes performing the right treatment at the right time on the right street. The planning process will provide a cost-effective way to enhance pavement performance, extend pavement life, reduce traffic impacts, and improve neighborhood safety and appearance.

Recommendation supports the following Strategic Plan Priorities:

Reinvest in Neighborhoods, Invest in our Infrastructure & Transportation, Have an Efficient Government

EEO Certification Number:

EEO#03757-240331

Attachments:

1. 2026 PCI Update 2026 Agreement

Agreement for Engineering Services

Dated July 14, 2026

Between

City of Peoria

and

Roadway Asset Services, LLC

Agreement for Professional Services

This Agreement is dated July 14, 2026 ("Agreement") and is between the City of Peoria, an Illinois home-rule municipal corporation, located at 419 Fulton Street, Peoria, Illinois 61602 ("City") and Roadway Asset Services, LLC (RAS), a corporation, located at 6001 W. Palmer Lane Suite 370-1102 Austin, TX 78727 ("Consultant").

The City issued a request for proposals for engineering services to be performed in or on behalf of the City of Peoria for the 2026 Pavement Condition Index (PCI) Update.

Consultant submitted a response and statement of qualifications.

The City Council of the City of Peoria (**"**City Council") accepted Consultant's selection on July 14, 2026, at its regularly scheduled City Council meeting.

The parties therefore agree as follows:

1. Term.

1.1. The term of this Agreement begins on the date set forth in the introductory clause and continues through July 31, 2027.

2. Services to be performed by Consultant.

2.1. Consultant shall provide, or cause to be provided, if part of its scope, the services set forth herein and in the attached Exhibits (collectively, the "Services"), attached hereto and incorporated as though fully set forth herein.

2.2. Consultant is not authorized to undertake any project without a duly executed agreement, which will specify the Services to be performed and the time for Services to be completed. Consultant recognizes that the City may employ several different consultants to perform the Services described and that Consultant has not been employed as the exclusive agent to perform any such Services.

2.3. The Consultant agrees to make their best commercially reasonable effort to pursue the work contracted for by the City in the most cost-effective manner while preserving the quality of product to be delivered and subject to the provisions of § 5 herein.

2.4. This Agreement shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction or any phase of professional services performed by others based upon Services or Service product provided by the Consultant. All obligations of the Consultant accepted under this Agreement shall cease if construction or subsequent professional Services are not commenced within 5 years after final delivery of professional Services or work product pursuant to this Agreement.

2.5. At any time during construction or during any phase of professional services performed by others based on Services or Service product provided by the Consultant, including after the expiration or cancellation of this Agreement, the Consultant will have a continuing obligation to confer with the City and others upon request for the purpose of interpretation or providing clarification of the Services or work product provided by the Consultant.

2.6. Consultant may be required to complete documents and comply with conditions required based on the funding source for the project, to be included in the Scope of work attached to this agreement.

3. Compensation

3.1. The total fee of all projects completed under this Agreement shall not exceed $114,800.00. The City retains the option to extend the time of this Agreement and/or increase the fee limit with City Council approval. The City is not liable for the payment for any Services performed by personnel in a job classification that is not listed on the Schedule of Hourly Charges.

3.2. The Consultant agrees to provide the Services and the City agrees to compensate the Consultant for these Services on a time and expense basis in accordance with the attached Schedule of Hourly Charges. The attached Schedule of Hourly Charges is subject to a maximum 3% increase on January 1 of each year of the Agreement. Reimbursable direct expenses and subcontractor services performed by another firm will be invoiced at cost. Hours in excess of 8 hours per day or 40 hours per week will only be compensated at the rates in the attached Schedule of Hourly Charges. There will be no overtime or premium hourly rate charges awarded. If the assigned engineering services are for agency sponsored or funded projects, the hourly charges may be dictated by the sponsoring or funding agency. Travel reimbursements shall not exceed those limits posted by the State of Illinois Department of Central Management Services for agencies. See the Travel Reimbursement Schedule at https://cms.illinois.gov/employees/travel/travelreimbursement.html.

3.3. A Scope of Work (attached to this agreement) describing the project limits and proposed improvements shall establish the compensation terms and schedule, if hourly then the attached Schedule of Hourly Charges will be used for compensation. The compensation terms shall be the result of negotiations between the City and Consultant and be signed by representatives of both parties. Compensation may be negotiated as a not-to-exceed price on a per-project basis.

3.4. Projects to be partially or entirely paid with Motor Fuel Taxes (MFT) dispersed by the Illinois of Transportation (IDOT) will require compliance with IDOT's MFT policies. This will include using form BLR 05530, or successor forms as amended by IDOT, as the documentation. Projects not utilizing MFT or Federal Funds will be of a form acceptable to both parties.

3.5. Payment for Consultant's services will be due to Consultant upon the completion of the Services or phase of Services as set forth in the Scope of Work and upon the tender of an itemized invoice to the City. The invoice must describe the Services rendered and must reference the date of the Services, the person performing each Service, and the fee for each time Service is rendered and for each type of Service rendered.

3.6. The City shall render payment within 30 days after receipt, but in the event of any dispute as to any invoice, the City will pay the amount that is not in dispute and will undertake discussions and negotiations with Consultant to resolve any discrepancy or dispute in any invoice and will, upon resolution of any discrepancy or dispute, pay the agreed-upon amount as soon as reasonably possible. Consultant waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

4. Access and audits; public records

4.1. Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three years after the completion of any Services. All invoices submitted are subject to audit and demand for refund of over payment up to three years following completion of all Services related to this Agreement. The City will have access to the books, record, and documents for the purpose of inspection or audit during normal business hours at Consultant's place of business. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

4.2. If any examination or audit by the City or its agents determines misrepresentations of billable time or reimbursable expenses, then those misrepresentations will result in the recovery on any resulting overpayments. The Consultant will reimburse the City for all reasonable cost of recovery, including accounting and legal fees, court costs, and administrative expenses within thirty (30) days from receipt of City's written notice.

4.3. Intentional misrepresentations of billable hours and of reimbursable expenses will be referred for criminal prosecution. The City will cooperate with the prosecution of any criminal referral under this section.

4.4. Consultant acknowledges that certain records generated under this Agreement may be subject to disclosure under the Illinois Freedom of Information Act ("FOIA")(5 ILCS 140/). Consultant agrees to cooperate with the City with and take all steps necessary concerning the timely disclosure of records in Consultant's possession that may be disclosable under Section 7(2) of FOIA (5 ILCS 140/7(2). Consultant will provide documents to comply with FOIA requests at no charge to the City beyond what the City recovers from the requester.

5. Standard of care

5.1. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge, and resources under similar circumstances.

5.2. Consultant shall, at no additional cost to the City, reperform services that fail to satisfy the standard of care set forth under §5.1 or otherwise fail to meet the requirements of this Agreement.

6. Subcontracting

6.1. The parties acknowledge that this is a professional-services Agreement and that Consultant was selected based upon its qualifications, reviewed through the request-for-qualifications process. Consultant may not subcontract any Services under this Agreement without the prior consent of the City.

6.2. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

6.3. If a subcontractor fails to perform or make progress as required by this Agreement, and it is necessary to replace the subcontractor to complete the Services in a timely fashion, Consultant shall promptly do so, subject to acceptance of the new subcontractor by the City. Failure of a subcontractor to timely or properly perform its obligations will not relieve Consultant of its obligations hereunder.

7. Authority to practice. Consultant represents that it shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the Services for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the Services, all subject to City approval.

8. Compliance with laws. In the performance of the Services, Consultant shall comply with applicable regulatory requirements, including federal, State of Illinois, special district, and local laws, rules, regulations, orders, codes, criteria, and standards in effect at the time services are rendered. Consultant must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Consultant must require all subcontractors to also do so. Failure to do so may result in termination of this Agreement with Consultant. By entering into an Agreement with the City, Consultant represents that to the best of its knowledge, its employees and any subcontractor used in the performance of this Agreement meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Consultant becomes aware of such information, it must immediately disclose it to the City.

9. Confidentiality. Consultant shall hold confidential the business and technical information obtained or generated in performance of the services under this Agreement and all information identified in writing by the City as confidential. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

10. Documents.

10.1. All documents generated by the Consultant as the result of this Agreement, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, will become the property of the City upon completion or termination of the Services and upon final payment to the Consultant. Consultant is liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of Consultant. Nothing in this §10.1 prohibits the Consultant from using standard details specifications, processes, and other design features on other projects.

10.2. Work products shall be properly sealed by a licensed professional as required by law.

10.3. All project documents shall be produced by the Consultant and delivered to the City electronically in a format compatible and acceptable with the City. All files received are required to function in the chosen software environment without need for post-processing or any adjustments. Any supporting resource files or libraries shall be noted and provided with the submission.

10.4. Consultant will not be liable for any damages, injury, or costs associated with the City's use, modification or distribution of these documents for any purpose other than the purpose anticipated under this agreement under which the document was generated. City shall indemnify and hold harmless the Consultant as to any modifications made by the City to the documents produced by the Consultant following delivery of the documents to the City.

11. **Copyright.** Consultant waives any action against the City to enforce Consultant's Copyright on documents produced and delivered to the City pursuant to this agreement.

12. **Use of City name or logo.** Consultant may publish the fact and nature of this engagement without further permission of the City. Consultant may not use the City's name or logo in any advertisements without prior written City permission, provided that Consultant shall be entitled to mention the project and the Services provided in future proposals as proof of Consultant's experience with this type of work.

13. **Insurance**

13.1. During the term of this Agreement, Consultant shall, at all times and at its own cost, maintain insurance in the type and minimum amounts as follows:

13.1.1. General liability: Limits of at least $1,000,000 per occurrence, and not less than $2,000,000 aggregate limit. General liability insurance must include all of the following:

13.1.1.1. Products and completed operations coverage

13.1.1.2. Contractor's Protective coverage

13.1.1.3. Personal Injury Liability coverage.

13.1.2. Professional liability: $1,000,000.00 for design errors and omissions per claim, $2,000,000 aggregate limit. Consultant shall provide continuing Professional Liability

Insurance to cover each project for a period of two years after the project is completed.

13.1.3. Workers' compensation: Workers' compensation insurance as required by the laws and regulations of the State of Illinois.

13.1.4. Automotive insurance. Combined single limits of at least $1,000,000 per occurrence, and not less than $2,000,000 general aggregate limit. Auto liability must include hired and non-owned autos.

13.1.5. Umbrella Liability with limits of not less than $1,000,000.00, to be in excess of all other coverages. Such coverage must be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. This Section 13.1.5 does not pertain to Professional Liability insurance or Workers' compensation insurance.

13.2. All policies, except policies for professional liability, must be written on an occurrence basis. All policies must be written with insurance carriers who are qualified to do business in the State of Illinois and who are rated A-VII or better in the latest Best's Key Rating Guide. All policies must be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

13.3. The City of Peoria and its officers and employees must be named as an additional insured party on the general liability policy, automobile liability policy, and umbrella policy. The City's interest as an additional insured party must be on a primary and non-contributory basis on all policies and be noted as such on the insurance certificates.

13.4. Upon demand for the purpose of analyzing or submitting a claim, the Consultant or Service Provider must provide the City with a copy of each insurance policy maintained under §13.1. In addition, the Consultant or Service Provider must provide the City with certificates of insurance showing evidence that the insurance policies required under §13.1 are in full force and effect and endorsing notification to the City at least 30 days' notice prior to any cancellation or non-renewal. Any renewal certificate of insurance must be automatically provided to the City at least 30 days prior to the policy expiration. If a self-insured retention or a deductible is maintained on any of the policies, then the amount of the retention or deductible is subject to approval by the City. The Service Provider represents that there is no conflict in coverage as disclosed between any certificate of insurance submitted to the City and the insurance policy.

13.5. The Consultant waives the right to limit its liability to the City to the amount of the workers compensation benefits paid to an injured employee of the Consultant under the Illinois Worker's Compensation Act, and shall include in the General Liability or the Workers' Compensation insurance an Illinois Amendatory endorsement limiting policy exclusions, with language similar to the following:

This exclusion also does not apply to your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if such liability is otherwise covered under this Part Two of the policy, and you have that liability because you have waived, in a written contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act. This exception only applies to bodily injury by accident that occurs after that contract was made and to bodily injury by disease caused or aggravated by conditions to which the injured employee's last day of exposure occurs after that contract was made.

13.6. Nothing in this §13 will be construed as a limitation of liability for Consultant or any other Service Provider.

14. Indemnification

14.1. Indemnification for Professional Liability Claims: For liability arising out of professional services, the Consultant shall indemnify but shall have no duty to defend the City and the City's officers, elected officials, appointees and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent acts, errors or omissions of Consultant, or any of its employees or subconsultants negligent acts or omissions under this Agreement.

14.2. Indemnification for All Other Claims: The Consultant shall hold harmless, defend, and indemnify, for damages arising out of bodily injury, death and property damage, the City, and the City's officers elected officials, appointees and employees against claims, demands, actions and suits (including reasonable post-tender attorney's fees and costs) brought against any of them arising from the Consultant's work or any of its subconsultant's work under this Agreement other than professional services.

14.3. The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the limits set forth in section 13. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers, or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

15. Termination

15.1. Consultant may terminate this Agreement upon 30 days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the term of this Agreement through no fault of Consultant.

15.2. The City may terminate this Agreement with or without cause upon 7 days' written notice, to Consultant.

15.3. Unless Consultant is in material breach of this Agreement, the City will pay Consultant for services rendered to the City's satisfaction through the date of termination.

15.4. Upon receipt of a termination notice, and except as otherwise directed by the City, Consultant shall:

15.4.1. Stop work on the date and to the extent specified.

15.4.2. Terminate and settle all orders and subcontracts related to the performance of the terminated Services.

15.4.3. Transfer all Services in process, competed Services, and other material related to the terminated Services to the City, to include, but not limited to, investigations, preliminary designs, reports, studies, surveys, drawings, estimates and data.

15.4.4. Continue and complete all parts of the Services that have not been terminated.

15.4.5. Consultant is responsible for all costs incurred by the City to enforce any provision of this Agreement or to remedy any material breach by Consultant of this Agreement, including all reasonable court costs and reasonable attorneys' fees.

16. Binding Agreement. The City and the Consultant each binds itself, its partners, successors, executors, administrators, and assignees to each other party hereto in respect to all the covenants and Agreements herein and, except as above, neither the City nor the Consultant shall assign, sublet or transfer any part of his interest in this Agreement without the written consent of the other party hereto.

17. Waivers

17.1. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced.

17.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, operates as a waiver of any right, remedy, or condition.

17.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

18. Time for performance. Time is of the essence in this Agreement. If any date specified in this Agreement as a date for taking action falls on a day that is not a Business Day, then that action may be taken on the next Business Day. Consultant will begin work upon receipt of a fully executed copy of the agreement. City and Consultant are aware that many factors outside Consultant's control may affect its ability to complete the services to be provided under the Agreement. Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

19. Force majeure

19.1. Neither the City nor Consultant will be considered to be in default of this Agreement if delays in or failure of performance is due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. "Uncontrollable Forces" means any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and that is beyond the reasonable control of the nonperforming party. It includes flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. It does not include labor disturbances or material shortages.

19.2. Neither party will, however, be excused from performance if nonperformance is due to forces that are preventable, removable, or remediable and that the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

19.3. The nonperforming party will, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

20. Choice of law; jurisdiction

20.1. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

20.2. Any litigation filed by Consultant or the City against the other party and involving this Agreement must be filed in the Circuit Court of Peoria County, Illinois.

21. Status as independent contractor

21.1. Consultant undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

21.2. The City will have no right to supervise the methods used, but the City has the right to observe that performance.

21.3. Consultant shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Consultant has no authority to speak for or bind the City in any manner.

22. Conflict of Interest. The Consultant represents that, to the best of its knowledge, (1) no City employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

23. Equal Employment Opportunity. Consultant shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the City's ordinances prohibiting discrimination in employment (Sec. 17-116, et seq.) and rules and regulations of the City's Fair Employment Commission (Sec. 17-26, et seq.); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq*.), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq*.); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 et seq.); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

Pursuant to IDHR's Rules and Regulations and the City's ordinances, the Consultant shall comply with the following terms and conditions during the performance of this Agreement:

(a) Consultant will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) If Consultant hires additional employees in order to perform this Agreement or any portion of this Agreement, Consultant will determine the availability (in accordance with Section 750) of minorities and women in the areas from which Consultant may reasonably recruit and will make a reasonable effort to hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) In all solicitations and advertisements for employees placed by Consultant on its behalf, Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.

(d) Consultant will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and Section 750 of the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with the Act and Part 750, Consultant will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.

(e) Consultant will submit reports as required by Part 750, furnish all relevant information that may be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Act, the Department's Rules and Regulations, and the City's ordinances.

(f) Consultant will permit access to all relevant books, records, accounts, and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Act, IDHR's Rules and Regulations, and City ordinances.

(g) Consultant will include verbatim or by reference the Equal Employment Opportunity Clause (44 Ill. Admin. Code, Chapter X, Appendix A) in every agreement under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Consultant will be liable for compliance with applicable provisions of this clause by subcontractors. Further, Consultant will promptly notify the City and the Illinois Department of Human Rights if any subcontractor fails or refuses to comply with the provisions of sections (a) through (f) of this paragraph. Consultant shall not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(h) The Consultant represents that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

(i) The Consultant shall obtain and maintain an EEO certification from the City.

24. **Non-solicitation.** The Consultant represents that it has not employed or retained any company or person other than bona fide employee working solely for the Consultant to solicit or secure the Consultant, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of its representation, the City shall have the right to annul the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The Consultant represents that it has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of their Services under the Agreement.

25. **Employee/employment restrictions.** The Consultant agrees, as a condition of accepting this

Agreement with the City, that, for a period of one (1) year following completion of this Agreement, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Consultant for performance of this Agreement; (2) coordinating the efforts of the Consultant in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the Consultant. (Sec. 2-342.) The Consultant further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other Agreement(s) between the City and the Consultant; (2) disqualification of the Consultant from bidding or being awarded future Agreements with the City for a period of two (2) years; and/or (3) payment of liquidated damages to the City in the amount of TWENTY FIVE THOUSANDS DOLLARS ($25,000.00). This section shall not apply to any City Employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.

26. **Third parties.** Nothing in this Agreement is intended to confer any right or remedy on any person other than the City and Consultant, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the City or to Consultant, nor to give any such third person any right of action or subrogation against the City or Consultant.
27. **No personal liability.** No Representative of the City is personally liable to Consultant for any obligation under the terms of this Agreement. No Consultant's individual employees, officers or directors shall be personally liable to City for any obligation under the terms of this Agreement.
28. **Amendments.** This Agreement may be amended only by a written agreement of the City and Consultant that identifies itself as an amendment to this Agreement.
29. **Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, by overnight courier, or by electronic mail, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as set forth in the introductory clause or as otherwise instructed by a party in writing.

    In lieu of other direction, notice to the City shall be provided to:

    City Manager
    419 Fulton Street
    Peoria, IL 61602

30. **Authorized representative**

    30.1. From time to time, Consultant shall designate an authorized representative who is responsible for communicating with the City on behalf of Consultant and who, unless applicable laws require action by the board of directors, members, or manager of Consultant, has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this Agreement for and on behalf of Consultant.

30.2. The City Manager shall, from time to time, designate an authorized representative who is responsible for communicating with Consultant on behalf of the City. The City Manager, or his or her designee, has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this Agreement for and on behalf of the City. Any amendment must be approved by the City Council.

31. Drafting conventions

31.1. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

31.2. The headings in this Agreement are provided for convenience only and do not affect its meaning.

31.3. Any reference to an agreement means that agreement as amended or supplemented, subject to any restrictions on amendment contained in that agreement.

31.4. Unless specified otherwise, any reference to a statute, ordinance, or regulation means that statute, ordinance, or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes, ordinances, or regulations.

31.5. All references to a time of day are references to the time in Peoria, Illinois.

31.6. The words “party” and “parties” refer only to a party to this Agreement named in the introductory clause.

31.7. Each party has participated in negotiating and drafting this Agreement, so if any ambiguity or a question of intent or interpretation arises, this Agreement if to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this Agreement.

32. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

33. Surviving provisions. Any term of this Agreement that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled. All duties to indemnify under this agreement survive the expiration or termination of this agreement and remain effective until the resolution or expiration of any actual or potential claims or losses subject to the duty to indemnify.

34. Final agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

35. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which, together, constitute the same instrument. If any signature is delivered by facsimile or by email of a ".pdf" format data file, then that signature creates a valid and binding obligation of that party with the same force and effect as if the facsimile or ".pdf" signature page were an original.

[Remainder of page intentionally blank]

Signature Page

The Parties are signing this Agreement as of the date set forth in the introductory clause.

CONSULTANT	CITY OF PEORIA
By: ______________________________ [Name] [Title]	By: ______________________________ Patrick Urich City Manager
	Attest: By: ______________________________ Stefanie Tarr City Clerk
	Approved as to form: By: ______________________________ Patrick Hayes Corporation Counsel

City of Peoria
Pavement Condition Index Update 2026

Section I: Scope of Work

RAS understands that the City of Peoria desires to conduct a field survey of pavement conditions on all Agency maintained roads in accordance with the ASTM Standard D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys." The PCI based pavement condition survey is to be conducted on approximately 550 test miles of paved roads in the City limits on each street segment which is typically intersection-to-intersection and tagged with a unique ID on the feature-class layer in GIS. The test miles were developed using the total centerline mileage of 475 miles, of which 75 centerline miles require driving those roadways in both directions based on functional class resulting in 550 test miles for the pavement condition survey.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER (Peoria, Illinois):

- Mobile data collection of roadway imagery and pavement distress using Roadway Asset Collection (RAC) survey vehicle for approximately 550 test miles.
- Modified ASTM D6433 compliant pavement rating and assessment for approximately 550 test miles.
- Pavement inspection data will be linked to the City's street centerline file and pavement areas.

Tasks 1 and 2: Project Initiation, Centerline Identification, GPS network Creation, Field Setup and Mobilization

CONSULTANT will request that the OWNER provide any existing database, previous inventory of street conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database. CONSULTANT to mobilize LCMS-2 equipped Roadway Asset Collection (RAC) vehicle to calibrate equipment and perform field surveys.

Task 3: Collect Paved Road Network

Roadway Asset Services (RAS) will perform data field collection on paved roads using a state-of-the-art Roadway Asset Collection (RAC) vehicle from our fleet of five with the following systems mounted:

- LCMS-2 pavement 2D/3D imaging.
- Class I longitudinal profiler with 2-line lasers (left and right wheel paths).
- Distance measuring instrument (DMI) with an accuracy of +/- 0.1%.
- Right-of-way georeferenced images with Ladybug 5+ camera: Forward, Left, Right, Rear Right, and Rear Left views.
- Differentially corrected GPS (DGPS) with an accuracy of +/- 2 feet.
- Applanix POS/LV 220 to compensate for difficult GPS conditions in urban environments.

The RAS system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently. The International Roughness Index (IRI) will be collected using a class 1 road surface profiler. The road surface profiler meets all ASTM E-950 standards for evaluating the smoothness of pavement.

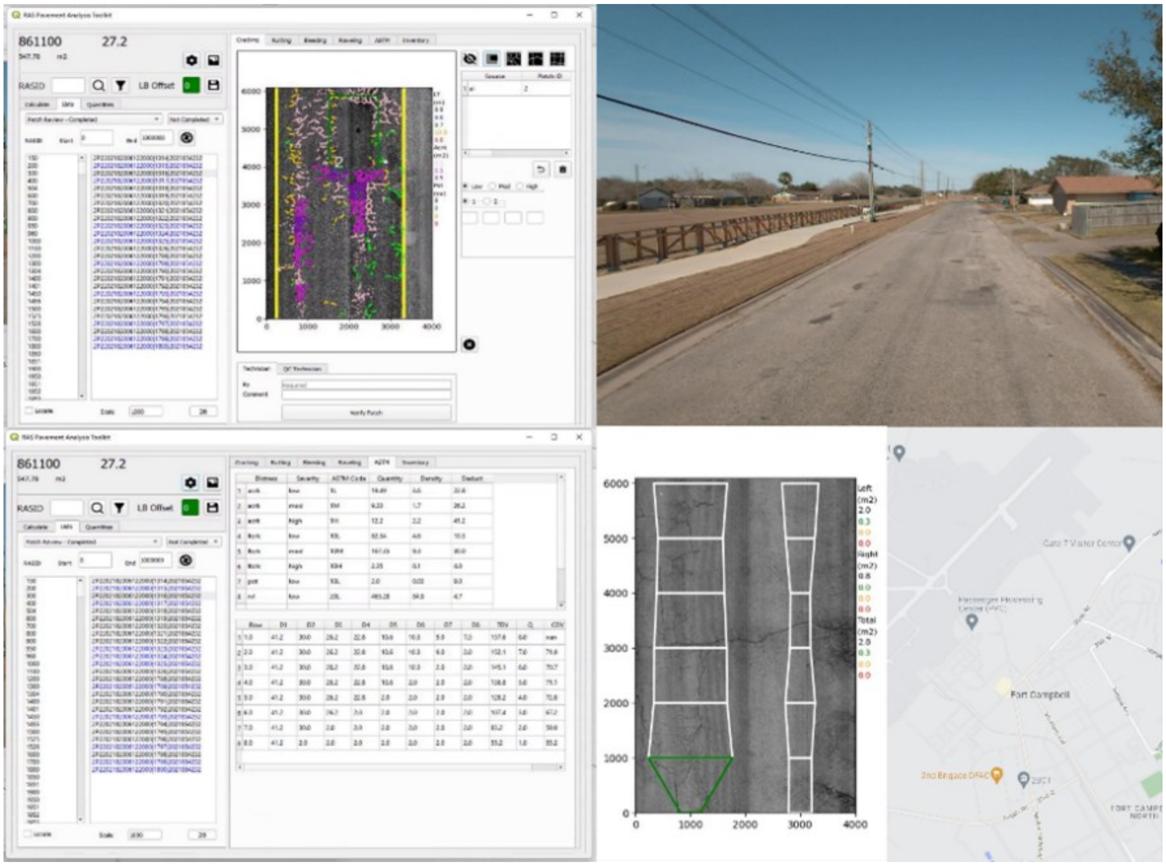
RAC Survey Vehicle (Version 1) with LCMS-2 and Ladybug 5+ Camera

Task 3 Deliverables:

1. CONSULTANT will complete field testing on all roadways tagged for survey.

Task 4: Modified ASTM D6433 [PCI] and IRI Ratings

CONSULTANT will evaluate the PCI survey results in accordance with ASTM D6433. CONSULTANT will provide 100% survey of all lanes driven using RAS' pavement analysis tool, Technical Rating Intelligence Program (**RoadTRIP®**) to evaluate the pavement condition using automated techniques per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, block cracking, rutting, weathering, raveling, potholes, and patching. Experienced pavement engineers will review the resultant output for accuracy and make any corrections that may be needed. The **RoadTRIP®** software allows the pavement and right of way imagery to be synchronized and the distress data to be displayed geospatially to provide another layer of quality assurance.



Pavement Condition Evaluation within RoadTRIP®

Task 4 Deliverables:

1. CONSULTANT will deliver a final GIS file geodatabase containing collected pavement data (containing the Type, Severity and Extent of distresses along the road segment as defined by the ASTM D6433 methodology), distresses, IRI and PCI value.
2. CONSULTANT will deliver all 5 views from the ROW imagery and a single view of the LCMS downward pavement imagery.

Task 5: Data QC/QA and Onsite Field Validations

CONSULTANT will work with the OWNER to setup a field validation project area so that some initial sample data can be collected and verified. CONSULTANT will collect data within the field validation project area (approximately 10 miles) and review the result with the OWNER and acquire approval for full size project implementation.

Task 6: Data Formatting per City Specifications

CONSULTANT will provide final PCI and Distress data in a format compatible with the OWNER's Pavement Management System (DOT) and GIS.

Task 6 Deliverables:

1. CONSULTANT will deliver a final database file for pavement data.

Task 7: Final Report and Deliverables

CONSULTANT will deliver a Final Pavement Condition Survey Report for the project including:

- Executive Summary.
- Project methodology and pavement data.
- Street segment PCI.
- Exhibits showing PCI and street segment length, lanes, and pavement type.
- Future rehabilitation options.

CONSULTANT to publish all condition maps (segment and samples) for OWNER to access via ArcGIS Online portal.

Task 7 Deliverables:

1. CONSULTANT will deliver a Final Pavement Condition Survey Report.
2. ArcGIS Online web map portal for publishing of all maps.
3. A geodatabase containing all processed pavement condition results (PCI & IRI results)
4. Database fully compatible with OWNER's DOT software schema.

Section II: Fee Schedule

CONSULTANT has fully reviewed the OWNER's RFP documentation and agrees to deliver the services as requested and outlined in this scope of work document. The following tasks illustrate the base scope of work items for this project. Assumes the OWNER will provide the updated GIS centerlines for review and confirmation of scope mileage.

City of Peoria Pavement Condition Index Update 2026				
Task	**Description**	**Units**	**Unit Cost**	**Fee**
	Base Scope of Work			
1	Initiation, GIS Centerline Identification & GPS Network Creation	1	$3,950.00	$3,950.00
2	Field Setup & Mobilization	1	$4,500.00	$4,500.00
3	Collect Paved Road Network [Units = Test Miles]	550	$100.00	$55,000.00
4	Modified ASTM D6433 [PCI] and IRI Ratings [Units = Test Miles]	550	$42.00	$23,100.00
5	Data QC/QA and Onsite Field Validations	1	$8,250.00	$8,250.00
6	Data Formatting per City Specifications	1	$5,000.00	$5,000.00
7	Final Report and Deliverables	1	$15,000.00	$15,000.00
Base Scope of Work Sub-Total:				**$114,800.00**

Alternate Bid #1: Lidar Asset Grade Data

The following bid alternate is inclusive of data collection, processing and extraction of key attributes for signs, pavement markings, curb & gutter, and medians along the project roadways using mobile lidar technology. The fee is inclusive of the first year of data hosting and viewing software.

Task	Description	Units	Unit Cost	Fee
	Alternate Bid #1: Asset Extraction via LIDAR			
8	Mobile Lidar Mobilization and Data Collection [Units = Test Miles]	550	$94.00	$51,700.00
9	Asset Extraction (Signs, Pavement Markings, Curb & Gutter, Medians)	550	$320.00	$176,000.00
10	Lidar Web Viewer Software License [Units = Year / Annual Fee]	1	$2,475.00	$2,475.00
11	Data Hosting for Web Viewer Software [Units = Estimated GB/ Annual Fee]	2750	$2.00	$5,500.00
Alternate Bid #1 Sub-Total:				**$235,675.00**

Alternate Bid #2: Imagery-based Asset Extraction

The following bid alternate is inclusive of processing and extraction of key attributes for pavement widths, signs, curb & gutter, and medians along the project roadways using the ROW imagery collected during the pavement assessment.

Task	Description	Units	Unit Cost	Fee
	Alternate Bid #2: Asset Extraction via Imagery			
12	Pavement Width Validations [Units = Lane Miles]	950	$10.00	$9,500.00
13	Traffic Sign Inventory & Gap Analysis [Units = Lane Miles]	950	$60.00	$57,000.00
14	Curb & Gutter Inventory [Units = Lane Miles]	950	$60.00	$57,000.00
15	Medians Inventory [Units = Lane Miles]	950	$60.00	$57,000.00
Alternate Bid #2 Sub-Total:				**$180,500.00**

an ESP COMPANY

Billing Rate Schedules

The following section includes the staff hourly rates and additional value-add services.

Project Role Description	Personnel	Firm	Hourly Rate
Principal	Bart Williamson, FCLS	RAS	$265.65
Sr. Project Manager	Scot Gordon, PE, IAM	RAS	$265.65
Sr. Pavement Engineer (QC/QA)	Mark Kramer, PE, MBA	RAS	$254.10
Sr. Pavement Consultant	Zac Thomason, MBA	RAS	$242.55
Director of Delivery	Jeff Booth, MBA	RAS	$207.90
Assistant Project Manager	Rob Hudson, PMP	RAS	$173.25
Pavement Engineer	Sandra Marrero, EIT	RAS	$150.15
Sr. Data Analyst	Kelly Baar	RAS	$138.60
Sr. Data Analyst	Caitlin Parsons	RAS	$138.60
Data Analyst	Olivia Lamm	RAS	$120.12
Data Analyst	Chaz Lee	RAS	$120.12
Operations Manager	Rafael Rivera	RAS	$207.90
Technician II	Mike Powell	RAS	$127.05
Technician I	Multiple Staff	RAS	$115.50
Client Services Manager	Dan White, MBA	RAS	$150.15
IEI: QA/QC Engineer	Sterling Jackson, PE	IEI	$176.00
IEI: QA/QC Engineer	Ravi Dabbakuti, PE, ENV SP	IEI	$140.00
TERRA: Transportation Lead	Jason Heinekamp, PE	TERRA	$228.00
TERRA: Sr. Transportation Eng.	Travis Wallenfang, PE	TERRA	$194.00
TERRA: Sr. GIS Analyst	Paul Churchill	TERRA	$144.00
TERRA: Transportation Eng. II	Tyler Haight, EIT	TERRA	$125.00
TERRA: Construction Eng. III	Payton Callear, PE	TERRA	$132.00

Task	Description	Units	Unit Cost	Fee
	Optional & Value-Add Services			
S-1	DOT Software Data Import and Analysis Configuration	1	$10,000.00	$10,000.00
S-2	Financially Optimized Multi-year Analysis with Budget Scenarios	1	$22,500.00	$22,500.00
S-3	Pavement Markings (Point) Inventory [Units = RAS Lane Miles]	950	$35.00	$33,250.00
S-4	Pavement Striping (Linear) Inventory [Units = RAS Lane Miles]	950	$40.00	$38,000.00
S-5	Sidewalks Inventory [Units = RAS Lane Miles]	950	$40.00	$38,000.00
S-6	Curb Ramps Inventory [Units = RAS Lane Miles]	950	$30.00	$28,500.00
S-7	Bridges Inventory [Units = RAS Lane Miles]	950	$30.00	$28,500.00
S-8	Manholes Inventory [Units = RAS Lane Miles]	950	$27.00	$25,650.00
S-9	Water Valves Inventory [Units = RAS Lane Miles]	950	$27.00	$25,650.00
S-10	Fencing Inventory [Units = RAS Lane Miles]	950	$40.00	$38,000.00
S-11	Guardrails Inventory [Units = RAS Lane Miles]	950	$27.00	$25,650.00
S-12	Inlets Inventory [Units = RAS Lane Miles]	950	$30.00	$28,500.00
S-13	Retaining Wall Inventory [Units = RAS Lane Miles]	950	$40.00	$38,000.00
S-14	Traffic Signals Inventory [Units = RAS Lane Miles]	950	$30.00	$28,500.00
S-15	Signal Cabinets Inventory [Units = RAS Lane Miles]	950	$20.00	$19,000.00
S-16	Signal Poles Inventory [Units = RAS Lane Miles]	950	$25.00	$23,750.00
S-17	Pedestrian Push Button Poles Inventory [Units = RAS Lane Miles]	950	$25.00	$23,750.00
S-18	Streetlights Inventory [Units = RAS Lane Miles]	950	$30.00	$28,500.00

City Council Communication

Meeting Date: July 14, 2026
Department: Fire

File #: 26-183

Subject: Communication from the City Manager and Fire Chief with a Request to Approve a Resolution Approving the Classifcation of Qualified Members of the Fire Department as Peace Officers for the Purpose of Investigating Fire or Explosions, which are Suspected to be Arson or Arson-Related Crimes.

Background - Describe the Impact if This Is Approved or Denied:

The Fire Investigation Act (425 ILCS 25/0.01) describes that one of the duties of the Fire Chief is to determine origin and cause of a fire or explosion. For decades the Peoria Fire Department has had an investigation division as part of the Fire Prevention Bureau.

In early 2010, the Fire Department analyzed the history of investigation of the fires within the City of Peoria and this analysis showed that arson fires were continually increasing in recent years. The crime of arson is a critical threat to the citizens of Peoria and the Peoria Fire Department. Arson fires in particular cost the citizens of Peoria their lives, thousands of dollars in repair costs, and also increases insurance costs by the increase in rates as well as the cost to the community at large in court costs.

The Peoria Fire Department is responsible for investigating origin and cause of fires that occur in the City of Peoria. The Peoria Fire Department Investigators and the Peoria Police Department work side-by-side on investigations of arson fires.

In 2008, Ryan Brady from the Peoria Fire Department obtained Law Enforcement Training from the University of Illinois. His completion of Basic Law Enforcement Training enabled and enhanced his interview and investigation techniques. Ryan Brady successfully completed the necessary training to be given peace officer status per the Peace Officer Investigations Act.

The Fire/Arson Investigation Unit will work in collaboration with the Peoria Police Department on investigations that involve the act of arson. This will enhance the prosecution required to bring awareness to the public of this crime and the collaboration of partners like the States Attorney's Office, insurance companies, the Office of the State Fire Marshal, and forensic specialists will increase the amount of successful prosecutions of the act of arson.

Financial Impact:

N/A

Neighborhood Concerns:

By having this specifically trained fire/arson investigation unit, public safety to citizens is greatly enhanced, as well as the restoring peace of mind to the citizens of our community.

Recommendation supports the following Strategic Plan Priorities:

Community Safety

EEO Certification Number:

Attachments:

1. Brady Law Certificate
2. Brady Law Enforcement Certificate

University of Illinois

Police Training Institute

This certificate is presented to

Ryan C. Brady

In recognition of satisfactory completion of

Basic Law Enforcement # 2551

09/15/08 - 12/04/08

Krystal L. Fitzpatrick
Director
Police Training Institute

W. M. Mill
Associate Director
Police Training Institute

By the authority of the

State of Illinois

the

Illinois Law Enforcement Training and Standards Board

awards this certificate to

Ryan C. Brady

and hereby certifies the fulfillment of all requirements
as prescribed by Chapter 50 Paragraph 705 of
the Illinois Compiled Statutes and is qualified as a

Law Enforcement Officer

In Witness Whereof, we affix our signatures
and seal at Springfield, Illinois,
this Fourth day of December, 2008

Executive Director

Chairman of the Board

Certificate Number
20089871

City Council Communication

Meeting Date: July 14, 2026
Department: Community Development

File #: 26-172

Subject: Communication from the City Manager and Director of Community Development with a Request to Adopt an Ordinance to Amend Appendix A, the Unified Development Code, Relating to Home-Based Food, Clothing, and Household Item Distribution.

Background - Describe the Impact if This Is Approved or Denied:

The Unified Development Code allows certain temporary commercial uses — such as garage or produce sales — and regulates home occupations. However, it does not address non-commercial activities involving the free distribution of goods to the general public from a residence.

The City of Peoria proposes the attached text amendment to allow Home-Based Food, Clothing, Household Item Distribution as an accessory use (Attachment 1). The amendment proposes standards for allowing the accessory use by-right (requiring no review), as well as a special use option, which would allow certain deviations subject to public review by the Planning and Zoning Commission and City Council approval.

The amendment defines the use and introduces performance standards regulating the types of items that may be distributed, along with the size, design, number, and placement of containers used for storage and display. These standards are intended to support food safety, maintain the residential character of the neighborhoods, and minimize potential nuisances such as increased traffic and litter.

The amendment does not apply to private, prearranged transactions (such as online marketplace sales) and does not modify existing regulations for garage sales, produce sales, home occupations, or outdoor storage. It also does not apply to properties used for commercial, institutional, office, parking, agricultural, or industrial purposes.

The Planning and Zoning Commission voted 4-0 recommending approval (Case PZ 104-2026, Attachments 2 and 3). The case packet and meeting minutes are attached.

Impact if Approved: The Unified Development Code would be amended to allow a Home-Based Food, Clothing, Food Distribution as an accessory use to residential property per the performance standards.

Impact if Denied: A Home-Based Food, Clothing, Food Distribution use would not be regulated by the Unified Development Code.

Financial Impact:

None.

Neighborhood Concerns:

None.

Recommendation supports the following Strategic Plan Priorities:

Community Safety
Embrace Diversity, Equity, & Inclusion

EEO Certification Number:

N/A

Attachments:

1. Ordinance Appendix A Home Based Food Clothing Household Item Distribution
2. Case Packet for PZ 104-2026
3. Draft Meeting Minutes for Case No. PZ 104-2026

AN ORDINANCE AMENDING APPENDIX A THE UNIFIED DEVELOPMENT CODE OF THE CITY OF PEORIA RELATING TO HOME-BASED FOOD, CLOTHING, HOUSEHOLD ITEM DISTRIBUTION

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

WHEREAS, as a home rule municipality, the City may exercise any power and perform any function pertaining to its government and affairs including zoning regulations and uses; and

WHEREAS, the City of Peoria desires to amend Appendix A, the Unified Development Code;

NOW, AND THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS AS FOLLOWS:

Section 1: Appendix A of the Peoria City Code, being Ordinance No. 17,403 as adopted on October 11, 2016, is hereby amended by deleting the following stricken words and adding the following underlined words:

5.0 PERMITTED LAND USES

***

5.4 ACCESSORY STRUCTURES AND USES

***

5.4.9 Home-Based Food, Clothing, Household Item Distribution

A. The purpose of this ordinance is to allow the giving of food, clothing, or household items to the general public from a residential property in a manner that promotes food safety and maintains the residential character of the district. Home-Based Food, Clothing, Household Item Distribution which requires a food license from the Peoria City/County Health Department shall be prohibited.

B. General Requirements and Standards
No zoning approval is required for a Home-Based Food, Clothing, Household Item Distribution use when the following performance standards are met:

1. Allowed only as an accessory use to a permitted principal residential use. The use is prohibited from an unoccupied building or undeveloped lot, per Section 5.4.1.A.

2. Perishable foods, *defined as time/temperature control for safety foods under the Illinois Food Code*, are prohibited. Only commercially prepackaged, nonperishable foods and whole, uncut fresh produce may be offered.

3. Opened, unsealed, or adulterated foods are prohibited, i.e., bulging, rusted, or severely dented cans, visibly moldy produce, packages with signs of rodent or pest infestation.

4. Refrigerators and freezers are prohibited for use in a Home-Based Food, Clothing, Household Item Distribution use.

5. Items for distribution shall be contained within an enclosed structure which shall be raised a minimum of six inches. No more than two structures are allowed per zoning

lot. The dimensions of any one structure shall not exceed 32 inches in height, 30 inches in width, and 18 inches in depth. The overall height when raised shall not exceed 66 inches, measured from grade to the top of the structure.

6. The structure shall be completely enclosed with a latching door or similar feature.

7. No front yard or corner side yard setback is required; however, the location and height shall not obstruct vehicle sight lines at a street intersection or driveway and shall not obstruct sidewalks or ingress/egress from a dwelling. The structure shall comply with the side yard setback of the underlying zoning district.

8. The structure shall be maintained and kept in good repair at all times.

9. Items for distribution shall be contained within the structure and shall not be stacked or otherwise placed outside the structure.

C. Special Use Requirements and Standards.
Any Home-Based Food, Clothing, Household Item Distribution that does not meet the standards set forth in section 5.4.9.B shall be subject to the Special Use process, as stated in Section 2.9. Such application shall demonstrate compliance with the following performance standards:

1. Compliance with the General Requirements and Standards in Section 5.4.9.B, unless a waiver is approved.

2. No visitors in conjunction with the distribution (drop-off or pick-up) shall be permitted between the hours of 10:00 P.M. and 7:00 A.M.

3. During operating hours, the structure containing the items for distribution may be located on a porch, stoop, or abutting the front or side of the dwelling. The contents shall not be located in a garage.

4. Outside of operating hours, the items for distribution shall be moved indoors.

10.0 DEFINITIONS

***

10.3 DEFINED TERMS

***

Home-Based Food, Clothing, Household Item Distribution: an accessory use to a residential property for the noncommercial display and sharing of food, clothing, or household items to the general public for no charge.

***

Household Item: As it relates to section 5.4.9, non-durable goods typically used within the home such as but not limited to personal care products, cleaning supplies, paper products. Plants not included.

Section 2. This Ordinance shall be in full force immediately and upon passage and approval according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS _________ DAY OF _____________________________, 2026

APPROVED:

____
Mayor

ATTEST:

____
City Clerk

EXAMINED AND APPROVED:

____
Corporation Counsel

PLANNING & ZONING COMMISSION

TO: City of Peoria Planning & Zoning Commission

FROM: Development Review Board (Prepared by Kerilyn Weick)

DATE: June 4, 2026

CASE NO: PZ 104-2026

REQUEST: Hold a Public Hearing and forward a recommendation to the City Council on the request of the City of Peoria to amend Appendix A, the Unified Development Code, relating to Home-Based Food, Clothing, Household Item Distribution

SUMMARY OF PROPOSAL

In residential zoning districts, the Unified Development Code includes provisions for certain temporary commercial uses (i.e., garage sale, produce sale) and standards for operating a business (i.e., Home Occupation). However, the code does not address a non-commercial use involving the display and free distribution of food, clothing, or household items to the general public.

The City of Peoria recognizes this use can serve as a neighborhood amenity and proposes the attached text amendment to the Unified Development Code to allow *Home-Based Food, Clothing, Household Item Distribution* as an accessory use to a principal residential use. The text amendment is intended to permit the use when it is operated in a manner that supports food safety, maintains the residential character of the district, and minimizes potential nuisances such as traffic and litter.

Under the proposed amendment, the use would be allowed by right and no review required when all performance standards are met. These standards address food safety, compatibility with residential character, and nuisance prevention by regulating the types of items that may be distributed and the size, design, number, and placement of containers used for storage and display.

If a property owner wishes to exceed any of the performance standards, they may request a Special Use. In such cases, additional requirements would apply, including limits on hours of operation and placement on the property, as well as a provision requiring items to be moved indoors overnight. These measures are intended to preserve the residential character of the district.

Relation to Other Regulated Uses

The proposed ordinance is narrowly focused on situations where goods are made available to the public for free distribution in a residential district. It does not apply to private, prearranged transactions such as online marketplace sales picked up at a residence. It also does not alter existing regulations for garage sales, produce sales, home occupations, or outdoor storage. These other uses are commercial in nature and are regulated separately under standards for accessory or temporary uses (Unified Development Code Section 5.4-5, Table 1).

Table 1: Summary of Similar Accessory or Temporary Uses in Residential Zoning Districts

Use	Use Type	Duration	Frequency	Hours of Operation	Additional Requirements
Garage Sale	Temporary	3-day maximum	Up to 3 times in a 12-month period	Unspecified	Sale items limited to the personal possessions of the owner or occupant of the lot.
Home Occupation	Accessory	Indefinite, assuming Code compliance	Unlimited	7:00 AM – 10:00 PM	Various, as stipulated in UDC Section 5.4.7.
Home Produce Sale	Temporary	3-day maximum	Up to 3 times in a 12-month period	Unspecified	Sale items limited to whole, uncut fruit and vegetables grown at the residence where the sale is occurring.
Household Item Distribution (by right)	Accessory	Indefinite, assuming Code compliance	Unlimited	Unlimited	Various, see Attachment 1, “Proposed Ordinance”.
Household Item Distribution (Special Use)	Accessory (Special Use)	Indefinite, assuming Code compliance	Unlimited	7:00 AM – 10:00 PM	Various, see Attachment 1, “Proposed Ordinance”.
Outdoor Storage	Accessory	N/A – Use prohibited in residential districts	N/A – Use prohibited in residential districts	N/A – Use prohibited in residential districts	Not allowed unless expressly permitted in the code.

The proposed ordinance applies only to lots with a residential principal use. It does not apply to properties with commercial, institutional, office, parking, agricultural, or industrial uses. Distribution activities on those properties will continue to be regulated under existing requirements, including performance standards related to outdoor display or storage, hours of operation, and signage.

DEVELOPMENT REVIEW BOARD RECOMMENDATION

The Development Review Board recommends approval of the proposed text amendment.

ATTACHMENTS

1. Proposed Ordinance

AN ORDINANCE AMENDING APPENDIX A THE UNIFIED DEVELOPMENT CODE OF THE CITY OF PEORIA RELATING TO HOME-BASED FOOD, CLOTHING, HOUSEHOLD ITEM DISTRIBUTION

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

WHEREAS, as a home rule municipality, the City may exercise any power and perform any function pertaining to its government and affairs including zoning regulations and uses; and

WHEREAS, the City of Peoria desires to amend Appendix A, the Unified Development Code;

NOW, AND THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS AS FOLLOWS:

<u>Section 1:</u> Appendix A of the Peoria City Code, being Ordinance No. 17,403 as adopted on October 11, 2016, is hereby amended by deleting the following stricken words and adding the following underlined words:

5.0 PERMITTED LAND USES

***

5.4 ACCESSORY STRUCTURES AND USES

***

5.4.9 Home-Based Food, Clothing, Household Item Distribution

A. The purpose of this ordinance is to allow the giving of food, clothing, or household items to the general public from a residential property in a manner that promotes food safety and maintains the residential character of the district. Home-Based Food, Clothing, Household Item Distribution which requires a food license from the Peoria City/County Health Department shall be prohibited.

B. General Requirements and Standards
No zoning approval is required for a Home-Based Food, Clothing, Household Item Distribution use when the following performance standards are met:

1. Allowed only as an accessory use to a permitted principal residential use. The use is prohibited from an unoccupied building or undeveloped lot, per Section 5.4.1.A.

2. Perishable foods*, defined as time/temperature control for safety foods under the Illinois Food Code*, are prohibited. Only commercially prepackaged, nonperishable foods and whole, uncut fresh produce may be offered.

3. Opened, unsealed, or adulterated foods are prohibited, i.e., bulging, rusted, or severely dented cans, visibly moldy produce, packages with signs of rodent or pest infestation.

4. Refrigerators and freezers are prohibited for use in a Home-Based Food, Clothing, Household Item Distribution use.

5. Items for distribution shall be contained within an enclosed structure which shall be raised a minimum of six inches. No more than two structures are allowed per zoning

lot. The dimensions of any one structure shall not exceed 32 inches in height, 30 inches in width, and 18 inches in depth. The overall height when raised shall not exceed 66 inches, measured from grade to the top of the structure.

6. The structure shall be completely enclosed with a latching door or similar feature.

7. No front yard or corner side yard setback is required; however, the location and height shall not obstruct vehicle sight lines at a street intersection or driveway and shall not obstruct sidewalks or ingress/egress from a dwelling. The structure shall comply with the side yard setback of the underlying zoning district.

8. The structure shall be maintained and kept in good repair at all times.

9. Items for distribution shall be contained within the structure and shall not be stacked or otherwise placed outside the structure.

C. Special Use Requirements and Standards.
Any Home-Based Food, Clothing, Household Item Distribution that does not meet the standards set forth in section 5.4.9.B shall be subject to the Special Use process, as stated in Section 2.9. Such application shall demonstrate compliance with the following performance standards:

1. Compliance with the General Requirements and Standards in Section 5.4.9.B, unless a waiver is approved.

2. No visitors in conjunction with the distribution (drop-off or pick-up) shall be permitted between the hours of 10:00 P.M. and 7:00 A.M.

3. During operating hours, the structure containing the items for distribution may be located on a porch, stoop, or abutting the front or side of the dwelling. The contents shall not be located in a garage.

4. Outside of operating hours, the items for distribution shall be moved indoors.

10.0 DEFINITIONS

***

10.3 DEFINED TERMS

***

<u>Home-Based Food, Clothing, Household Item Distribution: an accessory use to a residential property for the noncommercial display and sharing of food, clothing, or household items to the general public for no charge.</u>

***

<u>Household Item: As it relates to section 5.4.9, non-durable goods typically used within the home such as but not limited to personal care products, cleaning supplies, paper products. Plants not included.</u>

Section 2. This Ordinance shall be in full force immediately and upon passage and approval according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS __________ DAY OF ________________________________, 2026

APPROVED:

____
Mayor

ATTEST:

____
City Clerk

EXAMINED AND APPROVED:

____
Corporation Counsel

Commissioner Unes brought up concerns regarding the Commission receiving letters submitted by the public before the meeting. Commissioner Wiesehan agreed. Ms. Perkins stated that this is already being looked into for the next meeting.

Mr. Rennau stated that all the concerns brought up by Mr. Panek in his letters are being taken care of.

Ms. Rose stated that many of the concerns brought up by Mr. Panek are addressed by the conditions for approval set forth by the Development Review Board.

The public hearing was closed at 2:10 PM.

Commissioner Wiesehan read the Findings of Facts.

Motion:
Commissioner Barry made a motion to APPROVE as presented with all staff conditions; seconded by Commissioner Unes.

The motion was approved unanimously by voice vote 4 to 0.

PZ 104-2026
Hold a Public Hearing and forward a recommendation to the City Council on the request of the City of Peoria to amend Appendix A, the Unified Development Code, relating to Home-Based Food, Clothing, Household Item Distribution.

Senior Urban Planner, Kerilyn Weick, Community Development Department, read the case into the record and summarized the proposed text amendment. The Development Review Board recommends approval.

Chairman Martin asked why the text amendment is needed. Ms. Weick stated that the text amendment was prepared after receiving a pattern of interest and concerns with this type of use. Ms. Weick added the proposed text amendment incorporates comments from the Health Department related to food safety.

Chairman Martin opened the public hearing at 2:27 PM.

With no public testimony presented, the public hearing was closed at 2:27 PM.

Motion:
Commissioner Unes made a motion to APPROVE as presented; seconded by Commissioner Wiesehan.

The motion was approved unanimously by voice vote 4 to 0.

CITIZENS' OPPORTUNITY TO ADDRESS THE COMMISSION

Chairman Martin recognized this meeting will be Commissioner Wiesehan's final meeting. Commissioner Wiesehan stated that he is happy to have served on the Commission but is wanting to step aside and allow someone else to take up the position. Commissioner Wiesehan encouraged the Commission to keep moving forward and to think outside of the box. Commissioner Unes stated that Commissioner Wiesehan has been an asset to the Commission and thanked him for his service as a Commissioner.

City Council Communication

Meeting Date: July 14, 2026
Department: Legal

File #: 26-184

Subject: Communication from the City Manager, Corporation Counsel, and Finance Director/Comptroller with a Request to Adopt an Ordinance Amending Chapter 18, Article XIV, Section 18-621 of the Code of the City of Peoria, Relating to Tobacco Retail Licenses.

Background - Describe the Impact if This Is Approved or Denied:

On February 24, 2026, the City of Peoria modified Chapter 18 Licenses and Miscellaneous Business Regulations, Article XIV Tobacco and Alternative Nicotine Products in its Municipal Code through Ordinance No. 18,349. This modification increased the cap for class 2 licenses from 13 to 14 to account for a tobacco license that had been approved to be issued.

Recently, a tobacco establishment within the City notified staff it was out of business and surrendered its class 2 tobacco license. To prevent an oversaturation of standalone tobacco establishments, which are presumed to be within the class 2 tobacco license definition, and to reduce the cap of the current number of class 2 tobacco establishments, Chapter 18 Article XIV Section 18-621 should be modified to reduce the cap of class 2 tobacco licenses from 14 to 13. This reduction in the cap would account for all class 2 tobacco licenses that are currently issued.

Financial Impact:

N/A

Neighborhood Concerns:

N/A

Recommendation supports the following Strategic Plan Priorities:

N/A

EEO Certification Number:

N/A

Attachments:

1. Ordinance Amending Ch. 18 Tobacco Class 2 Cap 6.23.26

ORDINANCE NO. ___________

AN ORDINANCE AMENDING CHAPTER 18 ARTICLE XIV SECTION 18-621 EXISTING TOBACCO RETAIL LICENSES OF THE CITY'S MUNICIPAL CODE

WHEREAS, the City of Peoria (hereinafter "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including modifications to its Municipal Code; and

WHEREAS, to prevent an oversaturation of standalone tobacco establishments, the City of Peoria modified Chapter 18 Licenses and Miscellaneous Building Regulations, Article XIV Tobacco and Alternative Nicotine Products in its Municipal Code on September 26, 2023 through Ordinance No. 18,105; and

WHEREAS, Chapter 18, Article XIV, Section 18-621 established a cap of 15 class 2 tobacco licenses for issued and existing licenses as of July 11, 2023; and

WHEREAS, Chapter 18, Article XIV, Section 18-590 defines a class 2 tobacco license as the following: "*Class 2* shall mean a person or business who sells tobacco or alternative nicotine products to individuals for personal consumption or who operates a facility containing vending machines that dispense tobacco or alternative nicotine products or self-service displays of tobacco or alternative nicotine products with 50 percent or more of gross sales being tobacco or alternative nicotine products"; and

WHEREAS, on September 24, 2024 Chapter 18, Article XIV, Section 18-621 was amended through Ordinance 18,200 to reduce the class 2 cap from 15 to 14 because a class 2 tobacco license had been surrendered; and

WHEREAS, on May 13, 2025 Chapter 18, Article XIV, Section 18-621 was amended through Ordinance No. 18,260 to further reduce the class 2 cap from 14 to 13 because another class 2 tobacco license had been surrendered; and

WHEREAS, on February 24, 2026 Chapter 18, Article XIV, Section 18-621 was amended through Ordinance No. 18,349 to increase the class 2 cap from 13 to 14 because a tobacco license had been approved to be issued; and

WHEREAS, an establishment within the City of Peoria has surrendered its class 2 tobacco license, which requires decreasing the class 2 cap from 14 back to 13; and

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

SECTION 1. This Ordinance shall be in full force immediately upon passage and approval according to law.

SECTION 2. Chapter 18, Article XIV, Section 18-621 is hereby amended by revising to remove the following stricken words and adding the underlined words:

Chapter 18 – LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS

***

ARTICLE XIV. – Tobacco and Alternative Nicotine Products

***

Division 2. License

***

Sec. 18-621. Existing tobacco retail licenses.

(a) Effective ~~February 24, 2026~~ July 14, 2026, issued and existing class 1 tobacco retail licenses will be capped at 125 and class 2 tobacco retail licenses will be capped at ~~14~~ 13.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this ___day of ____________2026.

APPROVED:

____
Mayor

ATTEST:

____
City Clerk

EXAMINED AND APPROVED:

____
Corporation Counsel

City Council Communication

Meeting Date: July 14, 2026
Department: Mayor's Office

File #: 26-185

Subject: Appointment by Mayor Ali to the Advisory Committee on Police-Community Relations with a Request to Concur:

Doug Gathers (Voting) — Term Expires 06/30/2029

Background - Describe the Impact if This Is Approved or Denied:

Name	Office Position	Term	Term Effective	Term Expiration
Doug Gathers Doug is replacing Noah Palm whose term expires 06/30/2026.	NAACP Representative	3	07/15/2026	6/30/2029

Financial Impact:

N/A

Neighborhood Concerns:

N/A

Recommendation supports the following Strategic Plan Priorities:

N/A

EEO Certification Number:

Attachments:

1. Doug Gathers

City Council Communication

Meeting Date: July 14, 2026
Department: Legal

File #: 26-186

Subject: Communication from the City Manager and Corporation Counsel with a Request to Receive and File the Annual AMT Response Time Report.

Background - Describe the Impact if This Is Approved or Denied:

The Franchise Agreement between the City of Peoria and Peoria Hospitals' Mobile Medical Services a/k/a Advanced Medical Transport of Central Illinois (AMT) provides that AMT will provide the City, at least annually, an independent audit and response time report provided by an external auditor. AMT's records are subject to strict HIPPA standards, and other medical records management standards of confidentiality that require the use of a confidential and independent third-party using de-identified information to provide this performance report. Per the City of Peoria agreement, at least 90% of all response times or life-threatening Priority 1 emergencies shall meet the requirements of the National Fire Protection Association (NFPA) 1710 standard and 90% of all other non-life threatening Priority 2 responses shall meet the standard of 12 minutes or less. For 2025, AMT responded to 97.21% of Priority 1 calls and 95.69% of Priority 2 calls within the contract guidelines.

Financial Impact:

None

Neighborhood Concerns:

None

Recommendation supports the following Strategic Plan Priorities:

Quality of Life

EEO Certification Number:

Attachments:

None

ADVANCED MEDICAL TRANSPORT, INC.
Peoria, Illinois

RESPONSE TIME REPORT--PEORIA
For the Year Ended December 31, 2025

CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

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INDEPENDENT ACCOUNTANTS' REPORT

Board of Directors
Advanced Medical Transport, Inc.
Peoria, Illinois

We have examined the Response Time Report for the year ended December 31, 2025. Advanced Medical Transport, Inc.'s management is responsible for the Response Time Report in accordance with (NFPA) 1710 "Emergency Medical Operations" and the City of Peoria agreement. Our responsibility is to express an opinion on the Response Time Report based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Response Time Report is in accordance with the criteria, in all material respects. An examination involves performing procedures to obtain evidence about the Response Time Report. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the Response Time Report, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

This report is intended for the information and use of Advanced Medical Transport, Inc. and the City of Peoria and is not intended to be and should not be used by anyone other than these specified parties.

In our opinion, the Response Time Report for the year ended December 31, 2025 is presented in accordance with (NFPA) 1710 "Emergency Medical Operations" and the City of Peoria agreement, in all material respects.

CliftonLarsonAllen LLP

CliftonLarsonAllen, LLP

Peoria, Illinois
June 16, 2026

ADVANCED MEDICAL TRANSPORT, INC.
RESPONSE TIME REPORT--PEORIA
For the Year Ended December 31, 2025

	Total Responses	Response Within Contract Guidelines	Percent Within Contract Guidelines
Priority 1 calls	12,106	11,768	97.21%
Priority 2 calls	9,598	9,184	95.69%

ADVANCED MEDICAL TRANSPORT, INC.
NOTE TO RESPONSE TIME REPORT--PEORIA
For the Year Ended December 31, 2025

NOTE 1 - BASIS OF EXAMINATION AND SIGNIFICANT POLICIES

Advanced Medical Transport, Inc. (Organization) is an Illinois nonprofit, tax-exempt corporation organized exclusively for charitable, scientific, and educational purposes in furtherance of, and to carry out, the purposes of Peoria Hospitals' Mobile Medical Services, an Illinois nonprofit corporation. The Organization has entered into an agreement with the City of Peoria for a nonexclusive franchise right to provide ambulance service in the City of Peoria. The Organization's agreement with the City of Peoria calls for the Organization to meet certain time standards for emergency responses.

Per the City of Peoria agreement, at least 90 percent of all response times for life-threatening Priority 1 emergencies shall meet the requirements of the National Fire Protection Association (NFPA) 1710 "Emergency Medical Operations." This standard allowed up to ten minutes for the Organization to reach the scene of the call after notification of the call was received.

Per the City of Peoria agreement, 90 percent of all other non life-threatening Priority responses (titled Priority 2 by the Organization) shall meet a standard of twelve minutes for the above procedures.

Global

INDEPENDENT NETWORK MEMBER

City Council Communication

Meeting Date: July 14, 2026
Department: Community Development

File #: 26-187

Subject: Communication from the City Manager and Director of Community Development with a Request to Receive and File the First Reading of an Ordinance to Amend Chapter 5, Section 5-97, of the Code of the City of Peoria, Relating to Building Permit Fees.

Background - Describe the Impact if This Is Approved or Denied:

One of Council's goals in creating the Land Bank was to create opportunities for investment in housing. The land bank has been successful in acquiring properties that are now ready for residential development, and interest in building new homes on those lots has increased. Building a new house is already costly and the addition of permit fees makes development of market-rate housing less attractive on a land bank owned property.

The City’s Code currently applies no permit fees for properties that are built for residents that fall below 80% Area Median Income, which has been helpful in the development of Churchview Gardens and Habitat for Humanity builds using land bank properties. An extension of no permit fees for other land bank properties is supportive of creating new residential developments.

The proposed amendment applies to new housing developments stemming from land bank transfers on properties of not more than five lots, and would include transfers of homes for rehabilitation. The proposal would not include properties that are made into new subdivisions or part of phased developments.

The Land Bank Board voted unanimously at its June 9, 2026, meeting to forward the amendment to Council for consideration.

Financial Impact:

Revenue for building permit fees would be eliminated for residential properties affected by the amendment.

Neighborhood Concerns:

Recommendation supports the following Strategic Plan Priorities:

Business Growth & Prosperity, Quality of Life, Embrace Diversity, Equity, & Inclusion

EEO Certification Number:

N/A

Attachments:

1. Ch. 5 Sec 5-97 Amendment Draft

ORDINANCE NO. _______________

AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-97
OF THE CODE OF THE CITY OF PEORIA

WHEREAS, the City of Peoria is a home rule unit pursuant to Article Vll of the Illinois Constitution of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to establish rules and the order of business of the City Council; and

WHEREAS, the City has determined that it is necessary to amend the City of Peoria Code of Ordinances related to building permit fees.

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

Section 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby incorporated by reference and adopted as part of this Ordinance.

Section 2. Amendments. City Code Chapter 5, Section 5-97 is hereby amended by adding the underlined words and deleting the words marked with a strikethrough as follows:

Sec. 5-97. Fees.

(a) Fees for permits for the construction of new buildings and structures and for the alteration, moving of structures, remodeling and repairing of existing buildings and structures, including all electrical plumbing, mechanical, miscellaneous permits, and demolition permits shall be as follows:

Job Type	Permit Fee (Multiplied by the Applicant's Construction Cost)
Residential permits for jobs valued at $5,000.00 or higher	0.008
Commercial Permits	0.009 (first $5 million in value) 0.002 (value over $5 million)
Demolition	$50.00

All permit fees shall be tripled when work that requires a permit is started prior to obtaining the permit. Work that is started in response to a bona fide emergency is exempt from prior permit issuance. However, a permit must be obtained within two business days of work starting.

Work that is started prior to obtaining a no-charge permit shall be issued a per-day citation per section 5-27 of this Code.

(b) The following are required to obtain permits but are exempt from the fees listed above.

(1) Governmental units that are subject to local building codes;

(2) Housing development developed primarily for and restricted to households with incomes below 80 percent of area median income.

(3) Residential developments on vacant lots or residential buildings transferred from the City of Peoria, provided that the development consists of not more than five (5) lots. Fee waivers shall not be available for developments, subdivisions, or phased developments that will exceed five (5) lots in the aggregate.

(c) The code official shall keep a permanent and accurate account of all fees collected and received under this chapter setting forth the names of the persons upon whose account the fees were paid, the date and amount paid, together with the location of the building or premises to which they relate.

(d) ~~All permit fees associated with construction work designed to mitigate the spread of COVID-19 shall be waived until June 30, 2021.~~ Reserved.

(e) The construction commission shall have sole authority to hear appeals and modify decisions made by the city related to permit fees and work started without a permit.

Section 3. Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 4. This Ordinance shall be in full force and effect 10 days after its passage. All prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this

___________day of _______________________, 2026.

APPROVED

____
Mayor

ATTEST:

____
City Clerk

EXAMINED AND APPROVED:

____
Corporation Counsel

City Council Communication

Meeting Date: July 14, 2026
Department: Police

File #: 26-188

Subject: Communication from the City Manager and Police Chief with a Request to Approve a Letter of Intent with Peoria Hospitals' Mobile Medical Services a/k/a Advanced Medical Transport of Central Illinois for the Construction and Co-Location of a Police Substation and Ambulance Station.

Background - Describe the Impact if This Is Approved or Denied:

The City and AMT have identified an opportunity to co-locate a police substation and ambulance station. The letter of intent will provide for the design, permitting and construction of the Police Substation by AMT, to be transferred to the City upon completion. The parties will share the costs of the construction and maintenance of a common parking facility. The existing substation will be converted to a Police Department equipment storage facility.

Financial Impact:

The City has budgeted $3.5 million dollars for the Substation.

Neighborhood Concerns:

The facility will improve community engagement with business hours access to staff for submitting reports and making inquiries.

Recommendation supports the following Strategic Plan Priorities:

Quality of LIfe

EEO Certification Number:

Attachments:

1. LOI with AMT re_Allen Road

LETTER OF INTENT/TERM SHEET

This Letter of Intent and Term Sheet ("LOI") sets forth certain understandings between PEORIA HOSPITALS' MOBILE MEDICAL SERVICES a/k/a ADVANCED MEDICAL TRANSPORT OF CENTRAL ILLINOIS (hereinafter "AMT") an Illinois not-for-profit corporation and the CITY OF PEORIA (hereinafter "City"), an Illinois municipal corporation.

This LOI is intended to set forth a plan for coordinated efforts focused on the shared goal of developing a parcel and co-locating a City of Peoria-owned Police Substation, and a AMT-owned ambulance station on North Allen Road, more generally described in Exhibit A.

This LOI is effective as of the last date signed below ("Effective Date").

DESCRIPTION OF TRANSACTION

Without attempting in any way to limit the ability of the Parties to structure the transaction in the way most agreeable to them and subject to a definitive agreement to be prepared, authorized, executed and delivered between the Parties, the present outline of the contemplated transaction is as follows:

1. Project Overview.

AMT currently owns a parcel of land (the "Master Parcel"). Subject to a definitive agreement, AMT will develop two buildings on the Master Parcel. One building to be owned and occupied by AMT (the "AMT Building") and one building to be constructed specifically for and conveyed to the City (the "City Building"), as more generally shown on Exhibit A.

Following construction of the buildings, AMT and the City shall cause the Master Parcel to be subdivided such that there are two parcels (1) a parcel containing the AMT Building (the "AMT Parcel") whereas AMT shall retain ownership of the AMT Parcel and AMT Building and (2) a parcel containing the City Building (the "City Parcel"), thereafter the City acquire fee title to the City Parcel, including the City Building, upon completion (or at such agreed milestone) of the Building.

The parties will explore creating a 3rd parcel to hold the Detention Pond and Parking Lot and certain areas (e.g., parking, access, the retention pond and shared infrastructure) to be subject to shared use arrangements, in which AMT shall cause to be maintained the parking lot, retention pond, landscaping and other common areas and expenses shared pro-rata between the Parties.

2. Construction and Development and Land Sale.

AMT shall be responsible for constructing both buildings and all site improvements and delivering the City Building in accordance with mutually agreed plans and specifications.

Zobrist & Sons, Inc. shall be the general contractor.

AMT shall present to the City of Peoria the cost for the construction of the City Building Parcel improvement and include a pro-rata percentage of costs associated with site improvements, including by not limited to, civil engineering, survey, architectural design fees, landscape, parking and water detention. The City Building shall be built to "White Box" construction standard such that the space is clean, functional, and code-compliant, and that it will have finished, painted walls, basic ceiling, standard lighting fixtures, floor preparation, HVAC system, electrical service and restrooms. The City shall be independently responsible for all FF&E and interior customizations so that the space is functional for the City purposes as needed by the City.

The City shall review approve design plans and cost for the City Building and, thereafter pay to AMT the agreed purchase price for the parcel and development cost, including a management fee of 5% of the total building cost to AMT, for the City Building on an agreed upon payment schedule.

The Agreed Purchase Price for the City Parcel shall be a pro-rata amount of the City Parcel as calculated by the original acquisition cost paid by AMT.

All work with respect to the Project shall conform to the City's zoning code, building code and all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes and the Illinois Prevailing Wage Act. AMT 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 the Development Agreement and shall cause the Project to be constructed in a good and workmanlike manner. The Contractor shall make a good faith effort to achieve a minimum of ten percent (10%) MWBE participation, measured as a percentage of the total Contract Sum, in either supplies and/or labor participation.

3. **Parking and Common Areas.**

AMT and City shall retain ownership of their respective parcels. Each party will have a non-exclusive easement and premises license to shared driveways, parking lots, access roads, and other common improvements (collectively, the "Common Areas"), and the City shall have a non-exclusive easement and premises license for the right for use and access to the Common Areas.

4. **Maintenance and Operating Costs.**

AMT responsibilities shall be to operate, maintain, and repair the Common Areas or Third Parcel, to including parking lot, landscaping, lighting, and shared infrastructure. The City shall pay AMT an annual maintenance fee to AMT for its projected proportionate share of costs related to the Common Areas, including an estimated capital replacement fund for the parking lot and detention pond.

By August of the preceding year, AMT shall provide for the planned budget amount for maintenance and capital expenditures or capital reserve fund for the following year, such that the City shall include in its annual budget. Both parties commit to a quarterly true up of common area actual charges. The methodology for calculating the fee (e.g., pro rata by square footage, usage, or other agreed metric) will be defined in the definitive agreements.

5. **Building Ownership and Responsibilities.**

The AMT Building shall be owned, operated, and maintained by AMT. The City Building shall be owned, operated, and maintained solely by the City, therefore the City shall be responsible for all maintenance, repairs, and replacements; utilities and operating expenses; insurance; and compliance with applicable laws.

6. **Easements and Shared Use Agreements.**

Subject to the creation of a 3rd parcel, AMT and the City shall enter into reciprocal easements agreements providing access across parcels, utility connections and infrastructure rights, and use of Common Areas and easements shall be perpetual unless otherwise agreed.

7. **Taxes and Assessments.**

Each party shall be responsible for real estate taxes and assessments applicable to its respective parcel and improvements and special assessments relating to shared infrastructure shall be allocated as agreed.

8. **Insurance and Indemnification.**

Each party shall maintain insurance coverage for its own building and operations, and in creation of a third parcel jointly, with costs recoverable through the a fee sharing agreement. Each party shall indemnify and hold the other harmless from claims arising from its ownership, use or maintenance of its respective property and improvements.

9. **Conditions Precedent and Agreements.** The requirements under this letter of intent are subject to the execution of definitive agreements, which shall include that the parties anticipate entering into one or more definitive agreements, including: Development Agreement; Purchase and Sale Agreement (for City Parcel); Easement and Shared Maintenance Agreement and Construction Agreement.

10. **Entire Agreement**. This Letter of Intent constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the Parties relating thereto.

11. **Modification and Waiver**. This Letter of Intent may not be amended, modified, or supplemented except by written agreement signed by the Party against which the enforcement of the amendment, modification, or supplement is sought. No waiver of any of the provisions of this Letter of Intent shall be deemed, or shall constitute, waiver of any other provision. No waiver shall be binding unless executed in writing by the Party making the waiver.

12. **No Third-Party Rights.** This Letter of Intent is intended solely for the benefit of the Parties and shall not confer any rights or remedies upon any third party. Nothing in this Letter of Intent is intended to, nor shall it, amend, modify, impair, or supersede any existing or future agreements between the Trust and any third party with respect to the subject matter hereof. All such agreements shall remain in full force and effect according to their terms.

13. Governing Law. This Letter of Intent shall be governed by and construed in accordance with the laws of the State of Illinois.

Executed By:

CITY OF PEORIA	PEORIA HOSPITALS' MOBILE MEDICAL SERVICES a/k/a ADVANCED MEDICAL TRANSPORT OF CENTRAL ILLINOIS
______________________	____
By:	By:
Its: City Manager	Its: CEO.

EXHIBIT A

Preliminary Design.

City Council Communication

Meeting Date: July 14, 2026
Department: Legal

File #: 26-189

Subject: Communication from the City Manager and Corporation Counsel to Approve a Lease Agreement Renewal for the Parking Lot at Hamilton and Madison between the City of Peoria and Heartland Parking.

Background - Describe the Impact if This Is Approved or Denied:

The City has leased the lot at Hamilton and Madison to Heartland Parking on a month-to-month basis since the renovation of the Hotel Pere Marquette in 2012. In order to accommodate parking for the adjacent Madison and Main Hotel and restaurants under development, Heartland will invest in automation equipment for the parking facility. This investment generated interest in a 10-year lease with options for month-to-month extensions thereafter. If the lease is terminated prior to the end of the initial term, the City will reimburse Heartland for the investment in automation equipment on a prorated basis.

Financial Impact:

Lease revenue will be realized by the City in the amount of $43,200.00 annually for years 1 - 5 of the lease, with an increase to $48,000.00 in years 6 - 10 of the lease.

Neighborhood Concerns:

None

Recommendation supports the following Strategic Plan Priorities:

Downtown Development, Quality of Life.

EEO Certification Number:

Attachments:

1. Heartland Parking Lot Lease Madison and Hamilton 2026

PARKING LEASE AGREEMENT

CITY OF PEORIA & HEARTLAND PARKING

This lease made and entered into this ____ day of _____________, 2026, by and between CITY OF PEORIA, and Illinois Municipality, hereinafter referred to as "City", and Heartland Parking Inc., and Illinois corporation authorized to do business in the State of Illinois with its principal place of business at 108 SW Madison Ave., Peoria, Illinois 61602, hereinafter referred to as "Heartland."

RECITALS

WHEREAS, the City is the owner of an off-street, at-grade, surface public parking lot at the corner of Hamilton Blvd and Madison Ave (hereinafter "parking lot") in the City of Peoria, Illinois;

WHEREAS, the City desires to lease the parking lot at the terms described below to Heartland to manage as a public parking lot;

WHEREAS, Heartland agrees to install parking gates at a cost of an estimated $45,000.00 at Heartland's expense to allow for the public to park at hourly rates in the parking lot;

WHEREAS, the City agrees to grant Heartland the right of first refusal in the event City decides to sell the parking lot within the term of this Lease Agreement;

NOW, THEREFORE, in consideration of these premises and of the mutual promises and agreements hereinafter set out, the parties hereto agree as follows:

1. **<u>DEFINITIONS</u>**
   a. Parking gates are defined as an automated parking access control system or ticketed parking gate system that regulates the entry and exit of vehicle access to the parking lot. Upon entry, the parking gate system issues a ticket, records the entry time, and tracks the duration of the vehicle's stay in the parking lot. When exiting, the system calculates the parking time and can charge a fee, validate access permissions, or enforce time limits before automatically opening the gate.
   b. Annual rent is defined as the amount of money paid by Heartland to City for the use of the parking lot.
   c. Maintenance or maintain is defined as using reasonable means to keep the parking lot clean and free of litter, debris, vegetation, snow, ice, or other material impacting the use and enjoyment of the parking lot by parkers. This also includes making sure parking gates are operational and any costs associated with keeping parking gates operational.
   d. Repairs or repair is defined as any repair, restoration, replacement, resurfacing, reconstruction, improvement, alteration, rehabilitation, or corrective work of any kind relating to the parking lot.

e. CPI is defined as the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics, or any successor index thereto.

2. **PARKING LOT DESCRIPTION**
   a. The parking lot is an off-street, at-grade, surface public parking lot at the corner of Hamilton Blvd and Madison Ave that is owned by the City.
   b. Exhibit A to this Parking Lease Agreement specifically describes all parcels contained in this Lease Agreement.
   c. The parking lot currently has a total of ninety-eight (98) parking spots all accessible for public parking.

3. **TERM**
   a. This Lease shall last for a term of ten (10) years starting on the date of this Lease's execution.
   b. After the expiration of the initial term, the lease shall continue on a month-to-month basis, with either party having the right to terminate upon the giving of thirty (30) days' written notice.

4. **RENT & PAYMENT**
   a. **Rent:** Heartland agrees to pay to City annual rent of $43,200.00 payable in monthly installments of $3,600.00 in years one (1) through five (5) and $48,000.00 in years six (6) through ten (10) payable in monthly installments of $4,000.00, commencing on the effective date of this lease and payable on the first day of each month thereafter for the remaining term of this agreement.

      Heartland will provide the City (per agreement with the Illinois Department of Transportation) sixty-four (64) spaces on the lot and will be credited $3,200.00 for years one thru five and $3,500.00 in years six (6) through ten (10). Monthly payments in years one (1) through five (5) will be $400.00 per month and years six (6) through ten (10) will be $500.00 per month.
   b. **Method of Payment:** The City will mail to Heartland a thirty (30) day invoice for the previous month's rent on the first day of each month or on the next business day if the first of the month falls on a weekend or holiday. Rent shall be paid by check or other method approved by the City Treasurer's Office. Payments shall be made to the City Treasurer's Office.
   c. **Prorated Rent:** If this Lease begins or terminates during a month, the monthly rent shall be prorated. In the event of this Lease Agreement terminating in the middle of a billing cycle, the City will send Heartland an invoice for the prorated amount of rent at the time of termination.
   d. **Late Payment:** Heartland may make payment within the thirty (30) day invoice period to be considered timely. In the event Heartland makes a late payment, a penalty of $100.00 will be added to the next bill cycle.

5. **LIABILITY INSURANCE**
    a. Heartland agrees to carry public liability insurance and property damage insurance for the parking lot in adequate amounts and name the City as an additional insured.
    b. Heartland shall provide a copy of certificate of insurance naming the City as an additional insured to the City Legal Department by mail to 419 Fulton Street, Suite 403, Peoria, Illinois 61602 at the time of executing this Lease Agreement.
    c. Heartland shall provide updated copies of the certificate of insurance to the City Legal Department when necessary.
    d. Heartland shall immediately notify described in Paragraph 10 of this Lease Agreement in the event Heartland no longer is able to comply with this liability insurance requirement.
    e. Heartland shall require their public liability insurance and property damage insurance provider to provide notice of cancellation, termination, or nonrenewal to the City.

6. **INDEMNIFICATION**
    a. **Indemnification:** To the fullest extent permitted by applicable law, Heartland shall indemnify, defend, and hold harmless City and City's officers, directors, members, managers, employees, agents, successors, and assigns from and against any and all claims, demands, causes of action, liabilities, damages, judgments, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to:
        i. Heartland's use, occupancy, possession, maintenance, or operation of the parking lot;
        ii. Any act, omission, negligence, or misconduct of Heartland or Heartland's employees, agents, contractors, invitees, guests, licensees, or subtenants;
        iii. Any injury to persons, including death, or damage to property occurring on or about the parking lot during the Term; and
        iv. Any violation of law, regulation, ordinance, permit, or governmental requirement by Heartland.
    b. **Defense of Claims:** Upon written notice from City of any claim subject to this Section, Heartland shall promptly assume defense of such claim with counsel reasonably acceptable to City and shall pay all costs associated with such defense.
    c. **Exceptions:** Heartland shall not be required to indemnify or hold harmless the City and its officers, directors, members, managers, employees, agents, successors, and assigns to the extent a claim is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the City.
    d. **Survival:** The obligations contained in this Section shall survive the expiration or termination of this Lease Agreement.

7. **MAINTENANCE & REPAIRS**
   a. **Maintenance:** Heartland agrees to maintain the parking lot during the Term and return the parking lot to the City at the expiration of this Lease Agreement in as good a condition as at the execution of the Lease Agreement, reasonable wear and tear excepted.
   b. **Repairs:** The City agrees to repair the parking lot during the Term. Heartland agrees to notify the City about potential needed repairs in the event Heartland believes the parking lot needs repairs.

8. **TERMINATION**
   a. **Termination:** This Lease Agreement shall not automatically terminate upon the expiration of the initial Term and shall follow terms of Paragraph 3 in the event neither City nor Heartland terminates the Lease Agreement at the expiration of the initial Term.
   b. **Termination for Default:** If Heartland fails to perform any obligation required under this Lease Agreement, including the payment of rent when due, and such failure continues for thirty (30) days after written notice from City specifying the default, City may terminate this Lease by written notice to Heartland. Upon termination, Heartland shall immediately surrender possession of the parking lot to City. Heartland shall pay City the prorated amount of rent, following the same payment conditions in Paragraph 4(c) of this Lease Agreement, for the time while in possession before the termination within ten (10) days of the termination. In the event City needs to take legal action to pursue unpaid rent payments, then Heartland agrees to pay City for any legal costs associated with such action.

9. **NOTICE**
   a. **Notice:** All notices, demands, requests, consents, and approvals required or permitted under this Lease Agreement shall be in writing and shall be deemed fully given when either personally delivered or deposited with the USPS, certified mail, return receipt requests, postage prepaid.
   b. **Notice to City:** Notices for the City shall go to the City Legal Department at 419 Fulton St. Suite 403, Peoria, Illinois 61602 with a copy addressed to the City Manager.
   c. **Notice to Heartland:** Notices to Heartland shall be addressed to Charlie Greer and sent by mail to Heartland's principal place of business at 108 SW Madison Ave, Peoria, Illinois 61602.

10. **PARKING GATES**
   a. **Heartland Investment:** Heartland agrees to invest an expected $45,000.00 into the installation of parking gates. This investment will be solely funded by Heartland.

b. **Reimbursement:** City shall not be required to reimburse Heartland for this investment unless this Lease Agreement is terminated by City prior to the end of the reimbursement schedule outlined in paragraph 11 subparagraph c.

c. **Reimbursement Amount:** In the event Lease Agreement is terminated by City, then City agrees to reimburse Heartland for the investment of the parking gates at the described amounts:

   i. If terminated by City within one (1) calendar year of execution of this Lease Agreement, then 100% of the investment costs.

   ii. If terminated by City within two (2) calendar years of execution of this Lease Agreement, then 80% of the investment costs.

   iii. If terminated by City within three (3) calendar years of execution of this Lease Agreement, then 60% of the investment costs.

   iv. If terminated by City within four (4) calendar years of execution of this Lease Agreement, then 40% of the investment costs.

   v. If terminated by City within five (5) calendar years of execution of this Lease Agreement, then 20% of the investment costs.

   vi. If terminated by City after five (5) calendar years of execution of this Lease Agreement, then 0% of the investment costs.

d. **Parking Gate Removal:** Parking gates shall remain on the parking lot after the termination of this Lease Agreement and be subject to the control and ownership of City.

11. <u>RIGHT OF FIRST REFUSAL</u>

a. **Right of First Refusal:** During the term of this Lease Agreement and any extensions thereof, if City receives a bona fide written offer from a third party to purchase or otherwise acquire all or any portion of the parking lot upon terms acceptable to City, City shall first provide written notice to Heartland of the material terms of such offer. Heartland shall have thirty (30) days following receipt of such notice to elect, by written notice to City, to enter into a transaction with City upon substantially the same terms and conditions as those contained in the third-party offer.

b. **Execution of Right of First Refusal:** In the event Heartland timely exercises its Right of First Refusal, the Parties shall execute the necessary agreement within thirty (30) days thereafter. This agreement shall be prepared by Heartland and provided to City in a timely manner.

c. **Failure to Execute Right of First Refusal:** In the event Heartland fails to timely exercise its Right of First Refusal, City shall be free to complete the transaction with the third party on terms that are not materially more favorable to the third party than those offered to Heartland. If the proposed transaction is not completed within one hundred and eighty (180) days after Heartland's failure to exercise its Rights of First Refusal, or if the terms of the proposed transaction are materially modified in favor of the third party, the Right of First Refusal shall again apply.

d. **Assign:** The Right of First Refusal shall not be assigned from Heartland to any third party without approval from City.

12. MISCELLANEOUS

a. In the event the parking lot is deemed taxable for purposes of local property taxes, then the City of Peoria will pay these taxes.
b. Heartland will be responsible for the remittance of any State of Illinois parking excise tax.
c. Heartland shall not allow the parking lot to be used as a place to store vehicles that have been left or abandoned for more than seven (7) in the parking lot. Heartland shall notify the Peoria Police Department if they have reason to believe a vehicle has been left or abandoned for more than seven (7) days in the parking lot with evidence for such notification.
d. Heartland shall not store any hazardous materials or materials in violation of any rules or regulations of a governmental entity like the Illinois Environmental Protection Agency. Heartland shall be fully responsible for the immediate removal of any materials from parking lot on due notice.
e. City shall be responsible for the maintenance of any utilities on and for the parking lot.
f. This lease shall not be assigned, nor shall any part of the premises be sub-leased without the written consent of the City first obtained except for parking or related uses.
g. City may inspect the parking lot at any time.
h. This Lease Agreement does not create a partnership, joint venture, or agency relationship between the City and Heartland.
i. This is the entire Agreement between Heartland and the City related to the Lease of the parking lot and any modifications must be made in writing and agreed to by both Heartland and the City.
j. Any disputes under this Lease Agreement shall be governed by the laws of the State of Illinois and disputed in the Peoria County Courthouse.

IN WITNESS WHEREOF, the City and Heartland have executed this Lease Agreement as of the day and year first written above.

APPROVED:

City of Peoria, A Municipal Corporation

By:________________________________

City Manager

Heartland Parking, Inc.

By:________________________________

Its:_________________________________
Title

City Council Communication

Meeting Date: July 14, 2026
Department: Community Development

File #: 26-163

Subject: Communication from the City Manager and Director of Community Development with a Request to Concur with the Recommendation from the Planning & Zoning Commission and Staff to Deny a Special Use in a Class R3 (Single-Family Residential) District for a Short-Term Rental for the Property Located at 3614 N Gale Avenue (Parcel Identification No. 14-30-401-031), Peoria, IL. (Council District 1)

Background - Describe the Impact if This Is Approved or Denied:

Jessica Burgos requests a special use to operate an existing two-bedroom single-family dwelling as a short-term rental. The applicant proposes to allow up to four guests at the property.

Under the Unified Development Code, no more than 1% -- a maximum of nine -- Special Use Short Term Rentals may be located within one-half mile of a subject property. Additionally, all Special Use Short Term Rentals must meet a required minimum separation of 1,500 feet. The subject property is located approximately 658 feet from an existing Special Use Short Term Rental approved in 2024 on Reservoir Boulevard. Approval of the current request would increase the total number of Short Term Rentals within the half-mile radius to two; however, it would require a waiver of the separation requirement.

The Planning & Zoning Commission reviewed the case (PZ 177-2026) and found that it did not satisfy the Findings of Fact. The Commission voted 4-0 to deny the request.

Additional details are provided in the attached Planning & Zoning Commission case packet (Attachment 1) and meeting minutes (Attachment 2).

If the applicant's request is approved, the Special Use would be allowed subject to conditions. The applicant would be required to maintain a license to operate a short-term rental.

If the applicant's request is denied, the Special Use would not be approved; a non-owner-occupied short-term rental use would not be permitted.

Financial Impact:

N/A

Neighborhood Concerns:

(at the Planning & Zoning Commission Meeting): None

Recommendation supports the following Strategic Plan Priorities:

Quality of Life

EEO Certification Number:

Attachments:

1. PZ 177-2026 Case Packet
2. PZ 177-2026 Approved Minutes

PLANNING & ZONING COMMISSION

TO: City of Peoria Planning & Zoning Commission

FROM: Development Review Board (prepared by Josh Naven)

DATE: June 4, 2026

CASE NO: PZ 177-2026

REQUEST: Hold a Public Hearing and forward a recommendation to City Council on the request of Jessica Burgos, to obtain a Special Use in a Class R3 (Single-Family Residential) District for a Short Term Rental for the property located at 3614 N Gale Avenue (Parcel Identification No. 14-30-401-031), Peoria, IL (Council District 1)

SUMMARY OF PROPOSAL & REQUESTED WAIVERS

The applicant is requesting to obtain a Special Use for a short term rental at 3614 N Gale Avenue in a single-family dwelling with two bedrooms. The intended use is to rent the entire unit up to a 30-day maximum stay. Stays for a period less than 30 consecutive days are considered a short term rental and requires special use approval.

The proposal is further described as follows:

Development Item	Applicant Proposal	Applicant Waiver Request & Justification	Development Review Board (DRB) Comment
Use	Whole home rental. Bedroom 1: 10 ft x 12 ft Bedroom 2: 10 ft x 12 ft	None	Additional dwelling units cannot be added to the dwelling unit. The use and property must comply with the Code of the City of Peoria or codes adopted by reference. This includes, but is not limited to property maintenance, building and fire, public nuisance, noise, and alcoholic beverages.
Occupancy	Up to 4 adult guests. The dwelling has two bedrooms.	None	The use performance regulation allows up to 4 adult guests if the standards of the Building and Fire Codes are met.
Building & Life Safety	No proposal.	None	Fire extinguishers, interconnected smoke alarms, and carbon monoxide detectors must be installed.
Parking	Parking on the driveway.	None	The site plan identifies one legal off-street parking space in front of the attached garage and an additional space in the front yard. The recently paved driveway is too wide for a single-stall garage. Single-stall driveways are limited to fifteen feet in width and parking spaces are not permitted in front yards. There is also an additional driveway which is gravel and should be removed.
Neighborhood 1% Cap on the Number of Special Use Short Term Rentals	This property is not in a defined Neighborhood Association.	None	The 1% cap allows for up to 9 special use Short Term Rentals within a half mile of the subject site. If approved, this would be the second special use Short Term Rental in this area.

Development Item	Applicant Proposal	Applicant Waiver Request & Justification	Development Review Board (DRB) Comment
Sidewalks	No Proposal	None	Compliant sidewalk shall be provided along the whole frontage. Note that N Gale is under the jurisdiction of Peoria County. Any work in the public right-of-way will require a permit from the County.
Separation of 1,500 feet between Special Use Short Term Rentals	The property is within 1,500 feet of a previously approved special use for a Short Term Rental.	Waiver to reduce the separation between Special Use Short Term Rentals to less than 1,500 feet.	The subject property is approximately 658 feet from a previously approved special use Short Term Rental, located on Reservoir Boulevard and approved in 2024. A waiver of the separation requirement would be required.

BACKGROUND

Property Characteristics

The subject property is 0.3 acres and is developed with a single-family dwelling and 1-stall attached garage. The property is in good standing with code enforcement. The property is in the Class R-3 (Single-Family Residential) District. Surrounding zoning is Class R-3 (Single-Family Residential) in all directions. Surrounding land use is residential.

History

Zoning class has consistently been low density residential.

Date	Zoning
1931 - 1958	Not in City
1958 - 1963	Not in City
1963 - 1990	R1 (Low-Density Residential)
1990 - Present	R3 (Single-Family Residential)

DEVELOPMENT REVIEW BOARD ANALYSIS

The DRB examines each application against the appropriate standards found in the Code of the City of Peoria and/or in case law.

Standard	Standard Met per DRB Review	DRB Condition Request & Justification
No detriment to public health, safety, or general welfare	Yes	Condition to install fire extinguishers, smoke alarms, carbon monoxide detectors. Condition that bedrooms and occupancy comply with adopted codes.
No injury to other property nor diminishment to property values	No	Property does not meet the performance standard for separation between special use short term rentals.
No impediment to orderly development	Yes	None
Provides adequate facilities	No	Condition to reduce the width of the newly paved driveway to fifteen feet and remove the additional gravel driveway. Condition to add sidewalk to the frontage of the property.

Standard	Standard Met per DRB Review	DRB Condition Request & Justification
Ingress/Egress measures designed to minimize traffic congestion	Yes	None
If a public use/service, then a public benefit	NA	NA
Conforms to all district regulations	No	Waiver required to reduce the separation between special use short term rentals to 658 feet. See also conditions for the existing driveways and sidewalk above.
Comprehensive Plan Critical Success Factors	Reinvest in Neighborhoods	Reinvest in the existing dwelling.
City Council Strategic Plan Goals	Quality of Life	Reinvest in the existing dwelling.

DEVELOPMENT REVIEW BOARD RECOMMENDATION

The Development Review Board recommends DENIAL of the request for a short term rental as the location does not meet the required separation performance standard for the use. The performance standards are intended to limit the density and clustering of such uses. The subject location is less than the required 1500 feet from another special use Short Term Rental.

NOTE: If a City Code Requirement is not listed as a waiver, then it is a required component of the development. The applicant is responsible for meetings all applicable code requirements through all phases of the development.

ATTACHMENTS

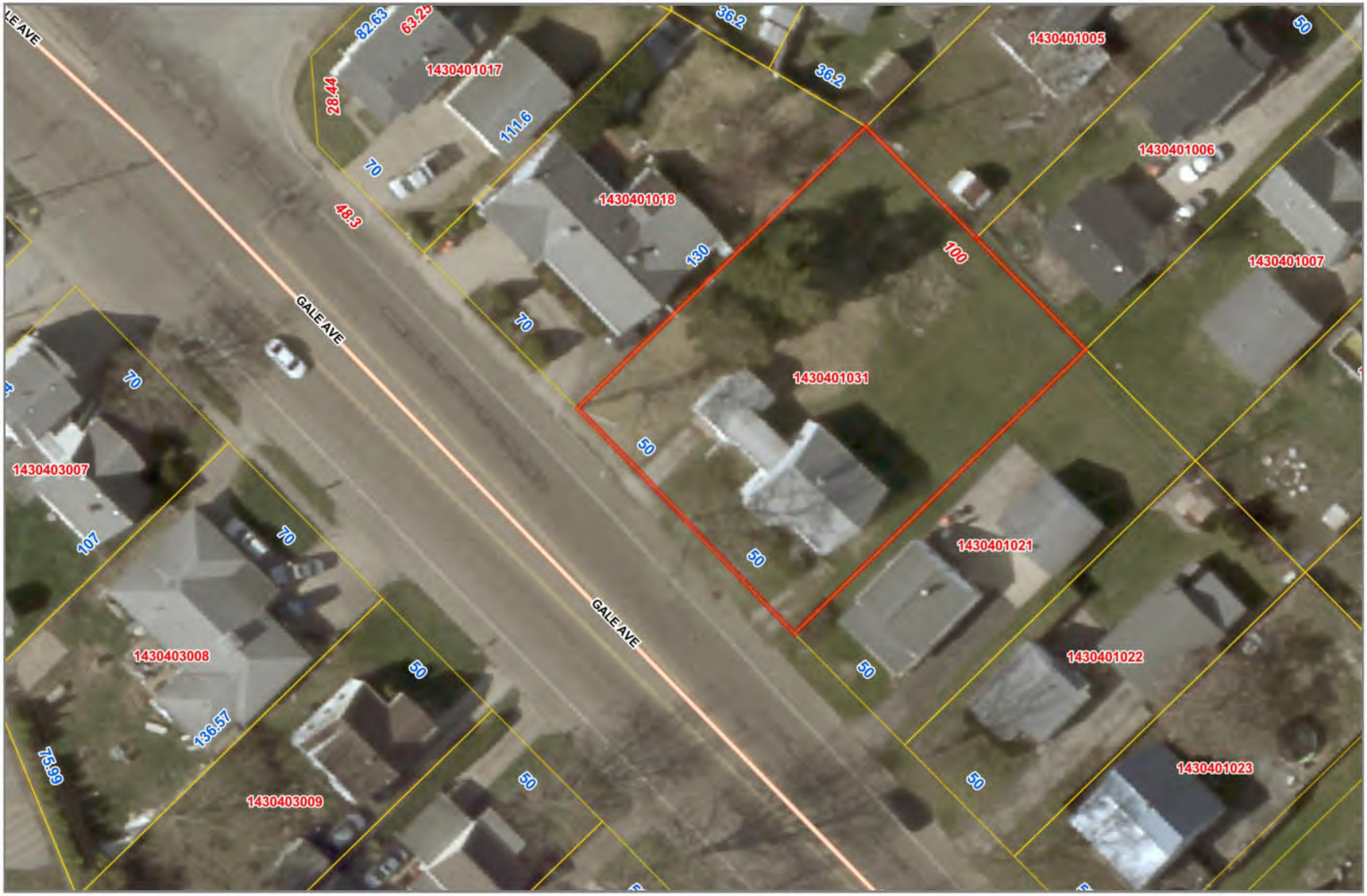
1. Surrounding Zoning
2. Aerial Image
3. Applicant's Description of the Use
4. Photos – Existing Conditions
5. Site Plan
6. Application

Peoria County, IL

Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. -Peoria County GIS Division

Map Scale
1 inch = 50 feet
5/14/2026

Peoria County, IL



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5/14/2026

Jessica Burgos
6124 NW Butterfly Orchid Pl
Port St. Lucie, FL 34986

March 19, 2026

City of Peoria Zoning Department
419 Fulton Street, Room 300
Peoria, IL 61602

RE: Short-Term / Mid-Term Rental Zoning Submission
Property Address: 3614 N Gale Ave, Peoria, IL 61604
Parcel ID: 14-30-401-031

Dear Zoning Administrator,

Please accept this submission packet for zoning review of the above-referenced property. The primary use of the property is mid-term furnished rental housing for traveling professionals, with secondary use as a short-term rental when not occupied by mid-term tenants.

The enclosed documents include:
• Typed Legal Description
• Property Information Summary
• Description of Use Narrative
• Overhead Site Plan showing property lines, structures, driveways, and available off-street parking

The property maintains its residential character and complies with off-street parking requirements for a two-bedroom dwelling. All parking is located on-site and no street parking is required.

Please let me know if any additional documentation or clarification is required.

Sincerely,

Jessica Burgos

PROPERTY INFORMATION

Property Address: 3614 N Gale Ave, Peoria, IL 61604
Parcel ID: 14-30-401-031
Legal Description: EL VISTA SUBDIVISION, Southeast Quarter of Section 30, Township 9 North, Range 8 East, Lot 415 and Lot 416 (except the Southwest 1 foot thereof), Peoria County, Illinois (Parcel ID: 14-30-401-031).
Property Type: Single-Family
Year Built: 1941
Total Living Area: 969 sq. ft.
Basement: 969 sq. ft. (unfinished)
Attached Garage: 280 sq. ft.
Bedrooms: 2 (Approx. 10x12ft ft each)
Maximum Occupancy: 4 guests

DESCRIPTION OF USE

Primary Use: Mid-Term Residential Rental
The property is primarily operated as a furnished mid-term rental (30 days or longer) for traveling professionals including healthcare workers and corporate relocations.

Secondary Use: Short-Term Rental (Airbnb – "Home Sweet Home in Peoria IL")
The home is rented in its entirety only. No room-by-room rental is permitted.
Maximum occupancy is limited to 4 guests.
No parties or events are allowed.
Quiet hours enforced per City ordinance.

Off-Street Parking Provided:

• 1 enclosed attached garage space
• 2 driveway spaces in front of garage
• Newly poured 10x20ft concrete driveway coming from Garage
• Total Available Off-Street Parking: 3 vehicles

All parking is located on private property and does not rely on street parking.

Property lines shown per Peoria County GIS.
Primary single-family residence with attached garage (garage door faces Gale Ave). Concrete driveway from Gale Ave providing off-street parking.
Not to Scale – Derived from Peoria County GIS.


CAUTION

Peoria County, IL

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Map Scale
1 inch = 50 feet
3/19/2026

ILLEGIBLE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

CITY OF PEORIA

City of Peoria Development Center
419 Fulton St., Room 203
Peoria, IL 61602-1217
PH: (309) 494-8600 FX: (309) 494-8680
www.peoriagov.org

PLANNING AND ZONING COMMISSION APPLICATION

Date Received: ____ Initials: ____
Project Number: ____ Case Number: ____

1. TYPE OF REQUEST *(Check all that apply and see pages 2 & 3 for required submittals)*

- [ ] a) Map Amendment (Rezoning)- *Site Plan not required*
  - Current Zoning District: ____
  - Proposed Zoning District: ____
- [ ] b) Text Amendment
- [x] c) Special Use
- [ ] d) Nonconforming Use Change
- [ ] e) Special Permit Signs
  - [ ] (i): Local Sign Regulation/Shopping Center Signs
  - [ ] (ii): Special Permit (Inflatable, Off-Premise or Rooftop Signs)
- [ ] f) Official Development Plan
- [ ] g) Preliminary / Final Subdivision Plat / Survey Plat
- [ ] h) Residential Cluster Development
- [ ] i) Annexation

2. PROPERTY INFORMATION *(Complete for All Request Types)*

a) Address(es): 3614 N Gale Ave
Attach additional sheets if necessary

b) Parcel ID Number(s): 14-30-401-031
Attach additional sheets if necessary

c) Parcel Area (acres or square feet): 0.3 acres d) Current Zoning District: Residential

3. SPECIAL USE AND NONCONFORMING USE CHANGE DEVELOPMENT INFORMATION *(Complete for Request Types c, d, e, f & h)*

a) Use: mid-term rentals / short-term rentals
Existing Use / *Proposed Use*

b) Building Area (square feet): 960 c) Building Height (feet): 1 story

d) Parking Spaces Provided: 4 / 4 Parking Required: ____ / ____
Total Accessible Spaces / *Total Regular Spaces* *Total Accessible Spaces* / *Total Regular Spaces*

e) Requested Waivers and Additional Information (Attach additional sheet as needed): ____

4. SUBDIVISION AND OTHER PLAN DEVELOPMENT INFORMATION *(Complete for Request Types g, h & i)*

a) Type of Development: [ ] Single-Family Detached [ ] Single-Family Attached [ ] Multi-Family [ ] Other Development *(Describe Below)*

na

b) Plat/Plan Name: ns c) Number of Lots/Units: na d) Number of Duplex Lots: na

e) Fire District: na f) School District: na g) Library District: na

h) Are Private Streets Proposed?: na i) Is the Project Within City Limits?: na j) Type of Sewer Provided: na

k) If Not, Has Project Been Submitted to the County?: na l) Requested Waivers and Additional Information (Attach additional sheet as needed):

na

ILLEGIBLE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

5. OWNER INFORMATION – ***REQUIRED***

Jessica Burgos

Name *Company*

6124 NW Butterfly Orchid PL, Port St Lucie, FL 34986

Address, City, State, ZIP+4

3097121815 [redacted]

Phone *Fax* *Email*

Signature of Owner

6. APPLICANT INFORMATION – *if different from owner*

Name *Company*

Address, City, State, ZIP+4

Phone *Fax* *Email*

Signature

7. REPRESENTATIVE OF APPLICANT –*engineer, architect, attorney or other, if applicable*

na

Name *Company*

Address, City, State, ZIP+4

Phone *Fax* *Email*

Applicant's Interest in Property:

- ☐ *Contractor*
- ☐ *Contract Purchaser*
- ☐ *Other*________

Send Correspondence To: *Select one entity to receive all correspondence. E-mail will be used for all correspondence unless otherwise requested.*

- ☒ *Owner*
- ☐ *Applicant*
- ☐ *Representative of Applicant*

8. SUBMITTAL REQUIREMENTS

Initial by each item to indicate the item is complete or is included with the application. ***All items listed must be provided!***

FOR ALL APPLICATIONS:

JB Completed Application -- *Illegible or Incomplete applications* ***will not*** *be accepted.*

JB Filing Fee:

Map Amendment (Rezoning)	**$0**
Downzone to Comprehensive Plan	**$0**
Annexation	**$0**
Text Amendment	**$0**
Special Use, Official Development Plans, Special Signs	**$250 per requested waiver**
Residential Cluster Development	**$0**
Subdivision Plat	**$0**
Survey Plat	**$0**

JB All submittals shall be provided on a compact disc or appropriate digital media, including digital versions of the application, site plan, and other attachments as required.

: OFFICIAL PROCEEDINGS :

: OF THE CITY OF PEORIA, ILLINOIS:

A Regular meeting of the Planning & Zoning Commission was held on Thursday, June 4, at 1:00 PM, at City Hall, 419 Fulton St., in Room 404 with Chairman Branden Martin presiding and with proper notice having been posted.

ROLL CALL

The following Planning & Zoning Commissioners were present: Edward Barry, Branden Martin, Richard Unes, and Michael Wiesehan – 4 Absent: George Ghareeb, Eric Heard, and Theresa Koehler – 3

City Staff Present: Eli Berkshier, Debbi La Rue, Josh Naven, Masum Perkins, Julia Rose, Bo Walton and Kerilyn Weick.

SWEARING IN OF SPEAKERS

Speakers were sworn in by Julia Rose.

MINUTES

Commissioner Wiesehan moved to approve the minutes of the Planning & Zoning Commission meeting held on April 2, 2026; seconded by Commissioner Barry.

The motion was approved unanimously by viva voice vote 4 to 0.

REGULAR BUSINESS

PZ 184-2026

Hold a Public Hearing and forward a recommendation to City Council on the request of Juan Jose Ortiz Espinoza to obtain a Special Use in a Class CN (Neighborhood Commercial) District, for Auto Repair, for the property located at 1207 S Western Avenue (Parcel Identification Number 18-18-283-017), Peoria, IL (Council District 1)

Senior Urban Planner, Josh Naven, Community Development Department, stated that the applicant was unable to post the required public hearing sign at the subject property by the public notice deadline of May 20, 2026. Due to lack of public notification, the application will need to be re-noticed for the public hearing on July 2, 2026.. Public comment may not be received for this case at the current regularly scheduled public hearing.

→ **PZ 177-2026**

Hold a Public Hearing and forward a recommendation to City Council on the request of Jessica Burgos, to obtain a Special Use in a Class R3 (Single-Family Residential) District for a Short Term Rental for the property located at 3614 N Gale Avenue (Parcel Identification No. 14-30-401-031), Peoria, IL (Council District 1)

Senior Urban Planner, Josh Naven, Community Development Department, read the case into the record and summarized the request. The Development Review Board recommends denial.

Petitioner, Samantha Smith, presented the case.

Ms. Smith stated that she is the property manager for this property and has a written statement by Jessica Burgos that she read to the Commission. Ms. Smith read that the purpose of the request is to turn this home into a short-term rental for professionals who are in the City temporarily. Ms. Smith read that no parties or events will be permitted on this property, and that the house will be rented out as a whole house. Ms. Smith read that Ms. Burgos believes housing for temporary workers is important and needed. Ms. Smith read that Ms. Burgos goal is to comply with City requirements as best as she can, and that Ms. Burgos understands the distance requirements of the City but believes that this case is different from others due to the people who will be renting the property.

Ms. Smith stated that the main goal of this property is for it to be a long-term rental property for temporary professionals. Ms. Smith stated that the short-term rental request is mainly to help mitigate the cost of the property when there are no tenants renting it for a long term - longer than 30-day - lease. Mr. Naven stated that this property can continue to be a long-term rental regardless of the approval of the short-term rental request.

Chairman Martin opened the public hearing at 1:17 PM.

With no public testimony presented, the public hearing was closed at 1:17 PM.

Commissioner Wiesehan read the Findings of Facts.

Motion:
Commissioner Barry made a motion to DENY the request; seconded by Commissioner Unes.

Commissioner Barry stated that he does not like suggesting a denial but unfortunately this property is much too close to another short-term rental, according to the City's code.

Commissioner Unes asked if there are too many short-term rentals in the area. Mr. Naven stated that there is a City code stating how many short-term rentals are allowed in one area, and this property does meet that requirement. Mr. Naven stated that the issue is the property is too close to another short-term rental.

Chairman Martin stated that he agrees with Commissioner Barry.

The motion to deny was approved unanimously by viva voce vote 4 to 0.

PZ 189-2026
Hold a Public Hearing and forward a recommendation to City Council on the request of Devin Birch of Austin Engineering, on behalf of North American Islamic Trust Inc., to amend an existing Special Use Ordinance No. 16,292, as amended, for a Pre-K through High School, Daycare, and Place of Worship in a Class A1 (Agricultural) District to revise the site plan for a parking lot expansion and widened driveway, building addition, and athletic field for the property located at 4125 W Charter Oak Road (Parcel Identification Numbers 13-13-351-002 and 13-13-351-009), Peoria, IL (Council District 4)

Urban Planner, Julia Rose, Community Development Department, read the case into the record and summarized the request. The Development Review Board recommends approval with the following conditions:

1. Install 8 bike parking spaces.
2. Replace all faded handicap accessible parking signs. Signs shall have $350 fine posted.
3. Stripe all faded parking spaces including ADA accessible markings.
4. All parking lot islands shall be curbed with concrete pursuant to UDC Section 8.2.7.
5. All new rooftop and ground mount mechanical equipment and utilities shall be screened pursuant to Chapter 13, Section 601.3.