



City of Peoria

419 Fulton Street
Peoria, IL 61602

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

Agenda and Notice

City Council Meeting

Tuesday, August 25, 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

TUESDAY, SEPTEMBER 8, 2026, AT 6:00 P.M.

Public Hearing for the Proposed Peoria Tourism Improvement District (PTID), to be Held at City Hall, 419 Fulton Street, Room 400 (Council Chambers), Peoria, Illinois.

Roll Call

Invocation & Pledge of Allegiance

Proclamations, Commendations, Etc.

Supporting Every Mental Health Journey

Minutes

August 11, 2026, Joint City Council and Town Board Proceedings

City of Peoria - Petitions, Remonstrances & Communications

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 by a Citizen or 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 or the City Clerk 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.

- 26-214 Communication from the City Manager and Fire Chief with a Request to Approve the Estimate to Replace the Engine Block in Peoria Fire Department Engine 19 from Cummins, in the Amount of \$54,319.60.
- 26-215 Communication from the City Manager and Corporation Counsel with a Request to:
- A. Adopt an Ordinance Vacating Certain Portions of the Bond Street Right-of-Way Pursuant to the Redevelopment Agreement with O'Brien Enterprises, LLC., approving the Plat of Vacation, and Authorizing Recording with the Peoria County Recorder; and,
- B. Adopt an Ordinance Providing for a Quit Claim Deed of a Portion of Former Rail Right-of-Way to O'Brien Enterprises, LLC.
- 26-216 Communication from the City Manager and Corporation Counsel with a Request to Approve the Site Application for a Class G -B (Beer & Wine Only Restaurant) Liquor License for the Retail Sale of Alcohol at Mr. Cajun, LLC d/b/a Kanpai Ayce Sushi, 714 W. Lake Ave., Contingent Upon Issuance of a Certificate of Occupancy, with a Recommendation from the Liquor Commission to Approve. (Council District 3)
- 26-217 Communication from the City Manager and Corporation Counsel with a Request to Deny the Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License for the Retail Sale of Alcohol at Knoxville & Lake Av, Inc. d/b/a BP Knoxville & Lake Av, Inc., 4245 N. Knoxville Ave., with a Recommendation from the Liquor Commission to Deny. (Council District 3)

26-218 Communication from the City Manager and Corporation Counsel with a Request to Deny the Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License for the Retail Sale of Alcohol at Knoxville & Archer Av, Inc. d/b/a BP Knoxville & Archer Av, Inc., 2312 N. Knoxville Ave., with a Recommendation from the Liquor Commission to Deny. (Council District 3)

26-219 Reappointment by Mayor Ali to the Peoria Housing Authority with a Request to Concur:
 Briggett Carter-Meachem (Voting) - Term Expires 06/30/2029

Regular Business Items, with Recommendations Outlined

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

26-210 Communication from the City Manager and Director of Community Development with a Request to Adopt an Ordinance Approving a Redevelopment Agreement with Peoria Opportunities Foundation and MacArthur Senior Flats LLC, to be Located in the South Village TIF District. (Council District 1)

New Business

Citizens' Opportunity to Address the City Council/Town Board

Executive Session

Adjournment



Official Proceedings

Of the City of Peoria, Illinois

Tuesday, August 11, 2026

Mayor
Dr. Rita Ali

Council Members
Denise Jackson, District 1
Alex Carmona, District 2
Timothy Riggenschach, 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 Joint City Council and Town Board. of Peoria, Illinois, was held on Tuesday, August 11, 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, Jackson, Kelly, Oyler, Riggenschach, Velpula, Vespa, Mayor Ali – 10; Absent: Cyr – 1.

Invocation & Pledge of Allegiance

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

Proclamations, Commendations, Etc.

National Emergency Management Awareness Month

Announcement – Northwoods Mall TIF District

Mayor Ali announced there would be a public meeting held by the City of Peoria regarding the proposed first amendment to the Northwoods Mall Tax Increment Financing (TIF) District at 6:00 P.M. on Wednesday, August 19, 2026, at Holy Family School, 2329 West Reservoir Boulevard, Peoria, Illinois. She said the purpose of the public meeting was to enable the City to advise the public, taxing districts who had real property in the redevelopment project area, taxpayers who owned property in the redevelopment project area, and to advise any residents in the area as to the City's possible intent to prepare the first amendment to the Northwoods Mall TIF District Redevelopment Plan, Project, and Redevelopment Project Area, and to receive public comments.

Minutes

Council Member Riggenschach moved to approve the July 28, 2026, Joint City Council and Town Board Proceedings; seconded by Council Member Velpula.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggenschach, Velpula,
Vespa, Mayor Ali – 10;

Nays: None.

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

- (26-202) Town of the City of Peoria Financial Statements (Annual Audit) and Supplementary Information for Year Ended March 31, 2026, with Request to Receive and File.**

Trustee Gordon-Young moved to receive and file the Town of the City of Peoria financial statements and supplementary information for year ended March 31, 2026; seconded by Trustee Allen.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Chairwoman Ali – 10;

Nays: None.

- (26-203) Request from the Town Officials to Approve the July 2026 Actual Expenditures and to Approve the August 2026 Anticipated Expenditures for the Town of the City of Peoria.**

Trustee Gordon-Young moved to approve the July 2026 actual expenditures and to approve the August 2026 anticipated expenditures for the Town of the City of Peoria.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Chairwoman Ali – 10;

Nays: None.

City of Peoria – Petitions, Remonstrances & Communications

Public Hearings

- (26-204) Public Hearing for the Proposed Peoria West Main Tax Increment Financing (TIF) District.**

Council Member Oyler moved to open the public hearing for the proposed Peoria West Main Tax Increment Financing District; seconded by Council Member Kelly.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Mayor Ali – 10;

Nays: None.

Mayor Ali opened the public hearing at 6:09 P.M.

City Manager Urich said this public hearing was the second step in the process for establishing a tax increment financing (TIF) district. He said this item would come back to the City Council for approval at a later date, noting the City's TIF consultants, Jacob & Klein LTD and The Economic Development Group LTD were present to answer questions.

Mayor Ali asked if any citizens were interested in speaking regarding the proposed Peoria West Main Tax Increment Financing District.

Per Ellingson, a concerned citizen, asked the Council to consider the impact TIFs had on local communities, referencing information from Strong Towns, a nonprofit advocacy group for municipalities. He emphasized incremental development investment to create solutions to existing issues rather than implementing a large-scale redevelopment plan. He said the walkability and character of the West Main area was important to maintain.

Patrick Wilmington, a resident within the proposed TIF, inquired how the proposed Peoria West Main TIF District would benefit neighborhoods. In response, City Manager Urich explained the proposed TIF would support redevelopment in the area, noting TIFs provided incremental growth without the City taking on debt to offer economic development incentives.

Sarah Howard, 3rd District Board of Education Member for District 150, said she wanted better coordination between the City and the local taxing bodies affected by TIF Districts. She reviewed the historical revenue-sharing agreement between District 150 and the City when the East Village Growth Cell (EVGC) TIF District was established, noting that it successfully brought funds to Peoria Public Schools (PPS). In reference to similar revenue-sharing agreements between local municipalities and school districts, she urged the Council to consider meeting with PPS Officials to discuss revenue-sharing options.

Tony Scott, a concerned citizen, said he was opposed to establishing TIF Districts. He cited the City's many construction projects and unmet infrastructure needs, and urged the Council to fix those problems first.

Katie Eckert, a concerned citizen, said she supported continued development and enhancement of the West Main area. She explained that she was concerned the proposed West Main TIF would lead to gentrification of the area and urged the City to take precautions to preserve the neighborhood's vibrancy and character.

In response to Council Member Kelly regarding the proposed boundaries of the West Main TIF, City Manager Urich said the neighborhoods off of West Main Street were intentionally included to include as many commercial properties as possible. He noted the few residential properties included would also benefit from the proposed TIF, similar to the EVGC TIF.

After stating his support for the proposed Peoria West Main TIF, Council Member Riggensbach moved to close the public hearing for the proposed Peoria West Main Tax Increment Financing District; seconded by Council Member Oyler.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggensbach, Velpula, Vespa, Mayor Ali – 10;

Nays: None.

Mayor Ali closed the public hearing at 6:35 P.M.

Consent Agenda Items by Omnibus Vote, with Recommendations as Outlined

- (26-205) Communication from the City Manager and Director of Public Works with a Request to Approve the Low Bid and Award a Contract to Microsurfacing Contractors, LLC, for the Slurry Seal Contract 2026, in the Amount of \$411,431.82, with an Additional Authorization of \$38,568.18 (9.4%) for Contingencies, for a Total Amount of \$450,000.00. (Council Districts 2, 4, 5)
- (26-206) Communication from the City Manager and Director of Public Works with a Request to Approve the Low Bid of R.A. Cullinan & Son, a Division of UCM, Inc., and Award a Contract for the Gale Ave and Greenleaf Street Resurfacing Project, in an Amount Not to Exceed \$600,000.00. (Council Districts 1 & 2)
- (26-207) Communication from the City Manager and Director of Public Works with a Request to Approve the Low Bid of J.C. Dillon, Inc. and Award Contract for the Concrete Patching 2026 Project, in the Amount of \$596,246.75, with an Additional Authorization of \$59,623.25 (10%) for Contingencies, for a Total Amount of \$655,870.00. (Council District 4)
- (26-208) Communication from the City Manager and Director of Public Works with a Request to Approve Resolution No. 26-208 for Proposed Match Funding for the Highway Safety Improvement Program (HSIP) for the Forrest Hill Avenue and Sterling Avenue Intersection Project. The Federal Funding Requested will be \$833,238.90, with a Local Match for Construction of No Less Than \$92,582.10. (Council District 1)
- (26-209) 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 Ordinance No. 18,390 to Amend Existing Special Use Ordinance No. 13,932, as Amended, in a Class C2 (Large Scale Commercial) District for a Shopping Center to Allow the Construction of Four Apartment Buildings with 84 Total Units for the Property Located at the Intersection of West American Prairie Drive and North Route 91 (Parcel Identification Number 13-11-177-02), Commonly Known as The Shoppes at Grand Prairie (Parcel Identification Nos. 13-10-201-012, 13-10-201-013, 13-10-201-014, 13-10-201-015, 13-10-201-016, 13-10-201-017, 13-02-351-003, 13-02-351-005, 13-02-351-006, 13-11-100-001, 13-11-101-002, 13-11-101-003, 13-11-126-001, 13-11-126-004, 13-11-126-005, 13-11-126-009, 13-11-126-011, 13-11-126-012, 13-11-126-013, 13-11-126-014, 13-11-126-015, 13-11-177-001, 13-11-177-002, 13-11-176-001, 13-11-176-002, 13-11-176-003, 13-11-176-005, 13-11-176-007, 13-11-176-010, 13-11-176-011, 13-11-176-012, 13-11-176-013, 13-11-151-002, 13-11-151-003, 13-11-151-005, 13-11-151-006, 13-11-151-009, 13-11-151-010, 13-11-151-011, 13-11-151-012, 13-11-151-013, 13-11-151-014, 13-11-151-017, 13-11-151-016, 13-11-151-019, 13-11-151-021, 13-11-151-024, 13-11-151-026, 13-11-151-027, 13-11-151-028, Peoria, IL. (Council District 4)

- (26-210) * Communication from the City Manager and Director of Community Development with a Request to Adopt an Ordinance Approving an Amended and Restated Redevelopment Agreement with Peoria Opportunities Foundation and MacArthur Senior Flats, LLC, to be Located in the South Village TIF District, (Council District 1)**

A revised ordinance and Schedule 3-A were distributed to all Council Members.

Mayor Ali inquired whether any Council Members wished to remove any items from the Consent Agenda for further discussion.

Council Member Jackson requested Item No. 26-210 be removed for further discussion.

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

Item Nos. 26-205 through 26-210 (excluding Item No. 26-210, which was removed for further discussion) were approved as outlined on the Consent Agenda by roll call vote under the Omnibus Vote Designation.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Mayor Ali – 10;

Nays: None.

- (26-210) ** Communication from the City Manager and Director of Community Development with a Request to Adopt an Ordinance Approving an Amended and Restated Redevelopment Agreement with Peoria Opportunities Foundation and MacArthur Senior Flats LLC, to be Located in the South Village TIF District. (Council District 1)**

A revised ordinance and Schedule 3-A were distributed to all Council Members.

Council Member Jackson moved to defer Item No. 26-210 to the August 25, 2026, City Council Meeting; seconded by Council Member Kelly.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Mayor Ali – 10;

Nays: None.

Clerk's Note: Item No. 26-210 will appear on the August 25, 2026, City Council Agenda.

Regular Business

(26-211) Communication from the City Manager and Chief of Police with a Request for the Following:

- A. Approve a Sole Source Purchase of Two Ford Explorer Interceptors from a No-Bid Procurement Source (Morrow Brothers Ford on an Illinois Government Contract) in the Amount of Approximately \$91,576.00 (\$45,788.00 each) (Requires 2/3 Vote of Council Members Voting - No Less than 6 Votes); and,**
- B. Approve the Purchase of Parts and Labor Estimated at \$40,000.00 to have the Vehicles Equipped with all the Necessary Equipment.**

Police Chief Brad Dixon said on June 7, 2026, two police vehicles were damaged while responding to an incident. He explained that, per the City's Fleet Policy, the recommendation was to purchase two new vehicles because the damage exceeded the recommended repair limits.

Council Member Oyler moved to approve a sole-source purchase of two Ford Explorer Interceptors from a no-bid procurement source in the amount of approximately \$91,576.00; seconded by Council Member Carmona.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Mayor Ali – 10;

Nays: None.

Council Member Allen moved to approve the purchase of parts and labor estimated at \$40,000.00 to have the vehicles equipped with all the necessary equipment; seconded by Council Member Carmona.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Mayor Ali – 10;

Nays: None.

(26-212) Communication from the City Manager and Community Development Director with a Request to Concur with the Recommendation from the Planning and Zoning Commission and Staff to Adopt an Ordinance Rezoning Property from a Class R4 (Single-Family Residential) District to a Class CN (Neighborhood Commercial) District and to Approve a Special Use for Apartments with Waivers for the Property Located at 2702 West Krause Avenue (Parcel Identification Number 18-19-126-010) Peoria, IL. (Council District 1)

Community Development Director Joe Dulin explained the background of the proposed special use on West Krause Avenue. He said the project was a part of the City's broader strategy to revitalize the 61605 area through significant investments in housing, infrastructure, the demolition of blighted properties, sidewalks, fire protection, and brownfield remediation. He stated that the proposed development would provide permanent supportive housing for families

experiencing homelessness, in partnership with OSF Healthcare. The location was selected because it meets funding criteria, is in a targeted revitalization area, is near schools and parks, and has access to public transportation. The project also includes an OSF community health clinic that would serve both residents and the surrounding neighborhood. He explained that City Staff and Phoenix Community Development Services have worked to ensure the project is a good fit for the area. Residents would receive access to services such as health care and workforce assistance. He said the project would also include dedicated housing vouchers through the Peoria Housing Authority (PHA), providing long-term stability for the development. He noted there is a demonstrated need for this type of housing. Local service providers have identified numerous families who could immediately benefit from the units, including those currently on the coordinated entry list. He concluded his remarks by stating that the project represents a coordinated commitment from the City, OSF Healthcare, PHA, and social service partners to address homelessness by creating additional housing and supportive services in the community.

Planning and Zoning Manager Debbi LaRue said the proposed ordinance included four waivers: to remove the minimum floor height to save on building costs, to exceed the maximum buildable area due to the lot size, to eliminate the requirement for operable door spacing for security concerns, and to change the minimum parking requirement to 1.25 spaces per unit.

Mayor Ali inquired about the specific investment figure and the occupancy plan for the single-bedroom units.

Christine Kahl, Chief Executive Officer of Phoenix Community Development Services, said the total investment was approximately \$29 million, with \$23 million specifically for construction costs. She said the tenant selection plan prioritized families with one child for the single-bedroom units, noting that many such families were waiting on the coordinated entry list.

Council Member Jackson expressed her appreciation for the continued investments in the 61605 area. She said she wanted Phoenix Community Development Services and OSF Healthcare to prepare a formal presentation for the City Council, be available to answer questions from affected community members, and alleviate any concerns.

Council Member Jackson moved to defer Item No. 26-212 to the September 8, 2026, Joint City Council and Town Board Meeting Agenda; seconded by Council Member Kelly.

Mayor Ali said she did not support the deferral, noting the proposed project needed approval tonight to meet upcoming deadlines. She said the partner agencies could make presentations to the Council at a later date.

Discussions were held regarding the deferral, resident objections, and financial deadlines.

Community Development Director Dulin clarified that the Illinois Housing Development Authority (IHDA) required paperwork to be submitted by September.

Council Member Oyler said that, because of the upcoming deadlines, he would not support the deferral.

Motion to defer Item No. 26-212 to the September 8, 2026, Joint City Council and Town Board Agenda was defeated by roll call vote.

Yeas: Jackson, Kelly – 2;

Nays: Allen, Carmona, Gordon-Young, Oyler, Riggerbach, Velpula, Vespa,
Mayor Ali – 8.

Council Member Riggerbach moved to adopt an ordinance rezoning property from a Class R4 district to a Class CN district and to approve a special use for apartments, with waivers, for the property located at 2702 West Krause Avenue; seconded by Council Member Oyler.

In discussion with Council Member Allen, Community Development Director Dulin clarified the project funding breakdown, the availability of special tax credits, the residential selection process, and the promised vouchers from PHA. He said the complex would have staff on-site 24/7.

Council Member Allen said this project would fill an unmet need in the community and stated he would support the motion.

Council Member Gordon-Young said continued investment in 61605 was an important priority, noting that the area had been ignored for many decades. She expressed her enthusiasm for broader access to communal green spaces and for reduced blight. She said it was important for the Council to find these opportunities, noting that the unhoused community faces significant bias. She stated her support for continued transparency and dialogue regarding this project, noting that she would vote in favor of the item.

Council Member Carmona inquired about the commitment to public safety and access to transportation. CEO Kahl said there would be both indoor and outdoor security. She emphasized that access to a bus stop was crucial when selecting the location and said Phoenix Community Development Services offered transportation services, with continued expansion of their offerings. Council Member Carmona asked about OSF's commitment to the project.

Representative Ryan Spain, Director of Government Relations for OSF Healthcare, said his organization was excited about this project. He said the vision was to become an anchor tenant in the area, to engage with the local community, and to develop the right healthcare model to serve the area. He explained that the vision for the clinic was similar to that of the OSF On Call Urgent Care locations, noting a focus on offering additional services. He said OSF had a 15-year lease for the space and expected a long-term commitment from his organization.

Council Member Carmona said access to the PHA vouchers was critical to the project's success and urged continued transparency for the public.

Council Member Riggerbach reviewed the project's history, noting that the initial location was unsuitable to meet the needs of permanent supportive housing. He expressed his gratitude to Phoenix Community Development Services and OSF Healthcare for their investments in the community. He said the City did a good job of engaging the public and providing many opportunities for feedback. He said he would vote in favor of the item.

Council Member Kelly expressed skepticism about the project, noting that the funds could be better used to help 61605 residents rehabilitate the area. He expressed uncertainty about the project's long-term viability and said he could not support the motion.

Council Member Velpula said he was appreciative that a vacant parcel would be developed, transforming the neighborhood. He said he would vote in favor of the item.

Council Member Oyler said the discussion around the project should focus on whether the location is appropriate for the special use. He said he supported the motion, noting the location was ideal for access to community resources.

Council Member Vespa said the project was a significant investment for 61605, noting it would benefit many people. He said the City should consider issuing additional public notices, stating that the legal requirements were inadequate. He said he would vote in favor of the item.

Mayor Ali said she grew up in the 61605 area and had family members who still resided there. She said the area had been ignored for many years, which drove the residents to relocate to other parts of Peoria. She expressed her appreciation for the community partners and her excitement for the project.

Ordinance No. 18,391, rezoning property from a Class R4 district to a Class CN district and to approve a special use for apartments with waivers for the property located at 2702 West Krause Avenue, was adopted by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Oyler, Riggenbach, Velpula, Vespa,
Mayor Ali – 8;

Nays: Jackson, Kelly – 2.

(26-197) Communications from:

- A. Council Member Jackson with a Request to Adopt an Ordinance Amending Chapter 20 Regulating Multifamily Rental Property with the Addition of Article X Titled "Security Provisions;" and,**
- B. City Manager and Corporation Counsel with a Request to Receive and File the First Reading of an Ordinance to Amend Chapter 20, Article VIII- Nuisances – Sections Related to Chronic Nuisance Properties.**

Corporation Counsel Hayes said Item B was the draft of the Nuisance Ordinance revisions produced by Staff as a potential solution to Council Member Jackson's concerns. He said Staff took special care to ensure that the changes to the ordinance were enforceable. He reviewed the changes to the violation structure: 3 violations in a year for an entire complex, instead of 3 violations in 6 months for a single unit. He said that if a property hit the violation threshold, it would trigger a meeting with the City, and the owner would need to implement specific remedies to avoid penalties. He said the remedies focused on security provisions, noting that Item B was presented for a first reading before the Council to discuss before considering adoption of the ordinance.

Council Member Jackson expressed her appreciation for Staff's hard work on finding solutions to dealing with nuisance properties. She reiterated her support for Item A, noting that the ordinance included suggestions from residents and police officers. She said she was willing to take more time to consider the potential financial impacts of Item A and gather additional public safety perspectives.

Council Member Jackson moved to defer Item No. 26-197 to the September 8, 2026, Joint City Council and Town Board Meeting. Motion died for lack of a second.

Council Member Jackson moved to adopt an ordinance amending Chapter 20, Regulating Multifamily Rental Property, with the addition of Article X titled "Security Provisions". Motion died for lack of a second.

Council Member Kelly moved to receive and file the first reading of an ordinance to amend Chapter 20, Article VIII-Nuisances – sections related to Chronic Nuisance Properties; seconded by Council Member Allen.

In discussion with Council Member Riggerbach, Corporation Counsel Hayes said the proposed changes to the Nuisance Ordinance were intended to allow broader application to potential violations. He said Staff had an abatement plan to bring those property owners in violation back into compliance, noting that if those actions were not completed, they would be required to appear before the City's Administrative Hearing Officer.

Council Member Riggerbach suggested including these proposed changes: installing security cameras that connect to the Police Department's FUSUS database, making on-site case managers from local non-profit organizations available, and requiring the eviction of problematic tenants.

Counsel Hayes said Staff would consider the suggestions, but warned that specific provisions in the Illinois Human Rights Act made it difficult to include language about evictions.

In response to Mayor Ali, Community Development Director Dulin said that if Staff adopted the revisions to the Nuisance Ordinance, Staff would communicate those changes to local landlords and property owners.

After stating he was unprepared to make any decisions regarding the Nuisance Ordinance, Council Member Oyler moved to make a substitute motion deferring the first reading of an ordinance to amend Chapter 20, Article VIII-Nuisances – sections related to Chronic Nuisance Properties; seconded by Council Member Carmona.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Jackson, Kelly, Oyler, Riggerbach, Velpula, Vespa, Mayor Ali – 10;

Nays: None.

Clerk's Note: Item No. 26-197-B will appear on the September 8, 2026, Joint City Council and Town Board Agenda.

(26-213) Communication from the City Manager and Finance Director/Comptroller with a Request to Receive and File the Month-Ended June 30, 2026, Unaudited Financial Report.

Finance Director Cratty reviewed the June unaudited financial report and stated that it was very similar to the May unaudited financial report. He said revenues and expenditures were on track, noting that discrepancies in the figures were due to the renewal of some large contracts on different timelines than in previous years. He said the City's budget was in a good place ahead of the upcoming 2027 Revised Budget discussions.

Council Member Jackson exited Council Chambers at 8:19 P.M.

Council Member Allen moved to receive and file the month-ended June 30, 2026, unaudited financial report; seconded by Council Member Carmona.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Kelly, Oyler, Riggensbach, Velpula, Vespa,
Mayor Ali – 9;

Nays: None.

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

- (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.**

City Clerk Stefanie Tarr said this item was withdrawn and needed no further action taken by the City Council.

- (26-195) 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 an Amendment to the Existing Special Use Ordinance No. 13,807, as Amended, in a Class C2 (Large Scale Commercial) District for a Shopping Center to Allow the Modification of an Existing Off-Premises Sign to Add Electronic Messaging for the Property Located at 8103 N Knoxville Avenue (Parcel Identification Numbers 14-05-476-027 & 14-05-476-028), Peoria, IL. (Council District 5)**

City Clerk Stefanie Tarr said the applicant had withdrawn the request and that no action would be taken on this item.

New Business

It was determined that there was no New Business to discuss.

Citizens' Opportunity to Address the City Council/Town Board

Mayor Ali granted the privilege of the floor to those wishing to address the City Council/Town Board.

Jessie McGown, Jr., a citizen of Peoria, said he was having ongoing issues with City code enforcement. He explained that he purchased a blighted house next to one of his rental properties, noting that significant back taxes were owed on the property. He said he paid the money he owed and hired a tree service to tend to the scrub brush, stating that the house would need to be demolished next. He said he had communicated this to City code enforcement, noting he had only owned the property for about a month before he received a summons to housing court. He shared his frustration regarding the situation.

David Williams Jr., a concerned citizen, shared his concerns about traffic safety at intersections in the City. He said intersections with flashing yellow turn lights posed safety issues and recounted a recent incident in which another driver using the flashing yellow turn light to turn left nearly hit his vehicle, causing an accident. He asked the Council to consider conducting a traffic study to see how the flashing yellow turn lights affected public safety.

Cinda York, a Peoria resident, shared her concern that her home was considered a nuisance property. She said her complex had been without an on-site manager for many months, had considerable maintenance problems that needed to be resolved, and that she was unable to reach the out-of-town property owner. She said she and other tenants felt like targets when their packages were stolen and vehicles vandalized.

Executive Session

Consideration of a Motion for the City Council to enter into Executive Session pursuant to 5 ILCS 120/2(c)(11) Litigation, when an action is against, affection or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that such an action is probable or imminent and pursuant to 5 ILCS 120/2(c)21 Discussion of minutes of meetings lawfully closed under this Act, whether for purposed of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Council Member Allen moved to enter into Executive Session pursuant to 5 ILCS 120/2(c)(11) Litigation, when an action is against, affection or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that such an action is probable or imminent and pursuant to 5 ILCS 120/2(c)21 Discussion of minutes of meetings lawfully closed under this Act, whether for purposed of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06; seconded by Council Member Carmona.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Kelly, Oyler, Riggerbach, Velpula, Vespa,
Mayor Ali – 9;

Nays: None.

Adjournment

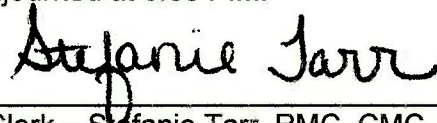
Council Member Allen moved to adjourn the August 11, 2026, Joint City Council and Town Board Meeting; seconded by Council Member Carmona.

Approved by roll call vote.

Yeas: Allen, Carmona, Gordon-Young, Kelly, Oyler, Riggerbach, Velpula, Vespa,
Mayor Ali – 9;

Nays: None.

The Joint City Council and Town Board Meeting adjourned at 8:38 P.M.

A handwritten signature in black ink, reading "Stefanie Tarr". The signature is written in a cursive style with a large, looped initial 'S'.

City Clerk – Stefanie Tarr, RMC, CMC, MMC

ah



City Council Communication

Meeting Date: August 25, 2026

Department: Fire

File Number: 26-214

Subject: Communication from the City Manager and Fire Chief with a Request to Approve the Estimate to Replace the Engine Block in Peoria Fire Department Engine 19 from Cummins, in the Amount of \$54,319.60.

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

Engine 19 is a vital resource to the Fire Department. By replacing the engine block, this will save the City and Fire Department both time and money. The replacement will ensure a working and efficient machine able to function at full capacity.

Financial Impact:

The total estimated cost is \$54,319.60 will be taken from the Fire Department Budget under the Operations-Fire Garage-Engine Rebuild account.

Neighborhood Concerns:

Without a functioning machine for Station 19, additional resources will be necessary to ensure the safety of the surrounding community. The possibility of longer response times and a greater reliance on other machines could potentially increase wear and tear on other available apparatus.

Recommendation supports the following Strategic Plan Priorities:

Community Safety

EEO Certification Number:

N/A

Attachments:

1.	Engine 19 Engine Block Estimate
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Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF PEORIA
832 W HURLBURT ST
PEORIA, IL 61605-2232

OWNER

PEORIA FIRE DEPARTMENT
832 W HURLBURT
PEORIA, IL 61605-
COLTON ROBERTS - 309 4948709

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
10-AUG-2026		05-OCT-2020	L9 CM2350 L116B		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
32537		10-AUG-2026	74688413		IMPEL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
249215					NEW 3

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

COMPLAINT NEW ENGINE AND SPEC.
CAUSE NEW ENGINE AND SPEC.
CORRECTION NEW ENGINE AND SPEC.
COVERAGE CUSTOMER BILLABLE
REMARK THANK YOU FOR USING CUMMINS SALES & SERVICE.

THANK YOU FOR THE OPPORTUNITY TO QUOTE A BRAND NEW SERVICE REPLACEMENT ENGINE. THE NEW ENGINE CANNOT BE STORED FOR SUPPORT STOCK. FAILED ENGINE MUST STAY WITH BRANCH PER EPA REGULATIONS

ESTIMATED LEAD TIME: OF 40-45 BUSINESS DAYS IS BASED ON CUMMINS PLANT APPROVAL OF ORDER

STANDARD WARRANTY: 24 MOS/250,000 MI

DOCUMENTATION REQUIRED VIA EMAIL TO PROCEED WITH AN ORDER:

- 1) PO # AND COPY OF QUOTE
- 2) WRITTEN VERIFICATION OF SHIPPING ADDRESS
- 3) COMPLETED RER FORM (ATTACHED SEPARATELY), SELECTING WHICH OPTION FOR DESTRUCTION/EVIDENCE OF REMOVAL FROM COMMERCE YOU WILL USE TO FULFILL THE EMISSIONS COMPLIANCE OBLIGATION. NOTE: **IF PURCHASING A NX/PX NEW ENGINE, CORE MUST BE RETURNED TO CUMMINS TO RECEIVE CORE CREDIT.**
- 4) IF WARRANTY PLEASE ADVISE BEFORE ORDERING AND SUPPLY THE RAPIDSERVE CONTROL NUMBER

INSTALLING THIS ENGINE FOR ANY PURPOSE OTHER THAN FOR ITS INTENDED APPLICATION PROVIDED ON THE ENGINE'S DATAPLATE MAY BE A VIOLATION OF FEDERAL LAW SUBJECT TO CIVIL PENALTY. PURSUANT TO EMISSIONS COMPLIANCE LEGISLATION FOUND IN 40 CFR 1068.240, THE FAILED ENGINE MUST EITHER BE RETURNED TO CUMMINS OR DESTROYED IN ORDER FOR THE SALE OF A NEW REPLACEMENT ENGINE TO BE LEGAL. THE FAILED ENGINE

Completion date : 11-Aug-2026 09:37AM. Estimate expires : 09-Sep-2026 09:37AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish or create any obligation or liability on the part of either party to purchase or accept any goods or services from Cummins.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that Customer's credit is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHATEVER MAY BE, CUMMINS WILL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever is first, or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the forum selected by this Agreement is the exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to disputes or invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF PEORIA
832 W HURLBURT ST
PEORIA, IL 61605-2232

OWNER

PEORIA FIRE DEPARTMENT
832 W HURLBURT
PEORIA, IL 61605-
COLTON ROBERTS - 309 4948709

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
10-AUG-2026		05-OCT-2020	L9 CM2350 L116B		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
32537		10-AUG-2026	74688413		IMPEL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
249215					NEW 3

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

CANNOT BE REPAIRED/REBUILT AND RETURNED INTO SERVICE. NX AND PX CORES ARE REQUIRED TO BE RETURNED FOR CREDIT.

INSTALLING A REPLACEMENT ENGINE IN STATIONARY APPLICATIONS OR CARGO HANDLING EQUIPMENT MAY AFFECT THE VALIDITY OF THE PERMIT OR REGISTRATION FOR THAT UNIT. CUSTOMER IS RESPONSIBLE FOR CONFIRMING WITH THE PERMITTING AGENCY A REPLACEMENT ENGINE IS ALLOWED. COMPLIANCE WITH APPLICABLE REQUIREMENTS, INCLUDING THE LOCAL PERMITTING OR REGISTRATION REQUIREMENTS, IS THE RESPONSIBILITY OF THE CUSTOMER/END USER .

AGREEMENTS ARE SUBJECT TO CUMMINS TERMS AND CONDITIONS. WARRANTY: SEE BASE WARRANTY SHEET FOR GENERAL LIMITED WARRANTY. SEE LEGAL WARRANTY SHEET FOR DETAILED WARRANTY. FOR FREIGHT CHARGES INCURRED FOR NEW ENGINES ORDERED FOR WARRANTY REPAIRS, PLEASE REFERENCE THE WARRANTY ADMINISTRATION MANUAL (WAM) 513-014 PRODUCT TRADE OUTS FOR THE REIMBURSEMENT PROCESS. EXCEPT WHEN OTHER COMPENSATIONS ARE MANDATED BY LAW, CUMMINS WILL PROVIDE A FLAT FREIGHT RATE ALLOWANCE FOR A NEW ENGINE ONLY REPLACEMENT. A FREIGHT RATE IS A DESIGNATED AMOUNT OF MONEY THAT CUMMINS PROVIDES TO A SERVICE PROVIDER WHEN A NEW ENGINE REPLACEMENT HAS BEEN PERFORMED TO COVER THE FREIGHT CHARGE INCURRED AS A RESULT OF THE REPLACEMENT

1	0	3886396	6.2 CALIBRATION FLT REG.	CECO		105.00	105.00
1	0	L9	CUMMINS ENGINE	CECO		48,997.55	48,997.55
				FAILED ENGINE STAYS @ BRANCH PER EPA REGULATIONS			

TAX EXEMPT NUMBERS:

PARTS:	49,102.55
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	49,102.55

Completion date : 11-Aug-2026 09:37AM. Estimate expires : 09-Sep-2026 09:37AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish or create any obligation or liability on the part of Cummins or Customer.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that Customer's credit is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHATEVER MAY BE, CUMMINS WILL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever is first, or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the forum selected by this Agreement is the exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to disputes or invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



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agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF PEORIA
832 W HURLBURT ST
PEORIA, IL 61605-2232

OWNER

PEORIA FIRE DEPARTMENT
832 W HURLBURT
PEORIA, IL 61605-
COLTON ROBERTS - 309 4948709

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
10-AUG-2026		05-OCT-2020	L9 CM2350 L116B		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
32537		10-AUG-2026	74688413		IMPEL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
249215					NEW 3

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

SURCHARGE TOTAL:	0.00
LABOR:	2,483.47
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	2,483.47
TRAVEL:	903.08
TRAVEL COVERAGE CREDIT:	0.00CR
TOTAL TRAVEL:	903.08
MISC.:	1,830.50
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	1,830.50
ROAD MILEAGE	355.50
FREIGHT	400.00
MD ON-HWY TARIFF (USD)	1,075.00
CITY	0.00
COUNTY	0.00
STATE	0.00

Completion date : 11-Aug-2026 09:37AM. Estimate expires : 09-Sep-2026 09:37AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 54,319.60

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 54,319.60

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish or create any obligation or liability on the part of Cummins to provide or perform any services or goods.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that Customer's credit is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHATEVER MAY BE, CUMMINS WILL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever is first, or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the forum selected by this Agreement is the exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



City Council Communication

Meeting Date: August 25, 2026

Department: Legal

File Number: 26-215

Subject: Communication from the City Manager and Corporation Counsel with a Request to:

A. Adopt an Ordinance Vacating Certain Portions of the Bond Street Right-of-Way Pursuant to the Redevelopment Agreement with O'Brien Enterprises, LLC., approving the Plat of Vacation, and Authorizing Recording with the Peoria County Recorder; and,

B. Adopt an Ordinance Providing for a Quit Claim Deed of a Portion of Former Rail Right-of-Way to O'Brien Enterprises, LLC.

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

On February 22, 2011, the City Council approved a Redevelopment Agreement with O'Brien Enterprises, L.L.C. for redevelopment of property generally bounded by Caroline Street, Spring Street, Adams Street, and the Illinois River. As part of that Agreement, the City agreed to vacate and convey certain portions of the Bond Street right-of-way. The Agreement also provided that the City grant an easement for the rail right-of-way within Bond Street to O'Brien Enterprises, LLC. The Redevelopment Agreement attached Plats of Vacation identifying the right-of-way to be vacated and reserving appropriate public utility easements. The redevelopment project has since been completed.

In 2024, the City completed a separate conveyance of former railroad right-of-way to O'Brien Enterprises. During the title review associated with that conveyance, staff determined that although Plats of Vacation had been prepared for Bond Street and attached to the Redevelopment Agreement, staff could not locate a separate vacation ordinance or evidence that the plats had ever been recorded.

The City Clerk thereafter searched the City's records and confirmed there was no Bond Street vacation ordinance and no vacation ordinance involving O'Brien Enterprises had been passed by Council.

Section 11-91-1 of the Illinois Municipal Code provides that municipalities vacate streets and alleys by ordinance. Staff therefore recommends adoption of the attached ordinance to implement the Bond Street vacation contemplated by the 2011

Redevelopment Agreement, approve the Plats of Vacation and legal descriptions, reserve existing utility easements, and authorize recording.

The proposed ordinance does not approve a new redevelopment project or grant additional redevelopment rights. It completes the documentation for the 2011 redevelopment transaction and provides a clear public record regarding the Bond Street right-of-way.

Separate from the vacation of Bond Street, the City has been informed that the underlying ownership of the easement area approved by the City in the Redevelopment Agreement is not in the property record. This likely occurred during a previous transfer between now defunct railway entities some time in the past. In an effort to resolve this issue, O'Brien Enterprises, LLC, intends to file an action to quiet title. The City would transfer this property by vacating that portion of the Bond Street right of way to O'Brien, consistent with the transfer of the railway right of way north of Caroline Street and the vacation ordinance under consideration tonight, but is not able to do so directly without title being resolved. The quit claim deed being recommended for approval will aid in the action to quiet title, and vacating the right of way may be considered at a future date.

Financial Impact:

There is no new fiscal impact. The consideration for the vacation was included in the 2011 Redevelopment Agreement.

Neighborhood Concerns:

None

Recommendation supports the following Strategic Plan Priorities:

Promote Business Growth and Prosperity

EEO Certification Number:

Attachments:

1.	Ordinance re Bond Street Right-of-Way and O'Brien Enterprises (004)
2.	Exhibit J-1 - Bond Street Vacation (north) 2011.02.10
3.	Exhibit J-2 - Bond Street Vacation (south) 2011.02.10
4.	Ordinance for QCD of RR line to O'Brien Enterprises (003)
5.	Quit Claim Deed to O'Brien 08.20.2026
6.	Transfer Tax Exemption COP to O'Brien QCD
7.	Zoning Certificate COP to O'Brien QCD

ORDINANCE NO. _____

**AN ORDINANCE VACATING CERTAIN PORTIONS OF THE BOND STREET
RIGHT-OF-WAY PURSUANT TO THE O'BRIEN ENTERPRISES REDEVELOPMENT
AGREEMENT AND AUTHORIZING RECORDING OF THE VACATION PLATS**

WHEREAS, on February 22, 2011, the City Council approved entering into a Redevelopment Agreement with O'Brien Enterprises, L.L.C., relating to the redevelopment of property generally bounded by Caroline Street, Spring Street, Adams Street, and the Illinois River, and authorized the City Manager to execute the necessary documents;

WHEREAS, the Redevelopment Agreement provides that the City shall vacate and convey certain portions of the Bond Street right-of-way as depicted and legally described on Exhibits J-1 and J-2 to the Redevelopment Agreement, while reserving appropriate public utility easements;

WHEREAS, the Redevelopment Agreement contemplated that the vacation would occur in connection with the redevelopment project and that Plats of Vacation would be prepared identifying the property to be vacated;

WHEREAS, the redevelopment contemplated by the Redevelopment Agreement has long since occurred, and the City Council's approval of the Redevelopment Agreement reflected the City's intent that the identified portions of the Bond Street right-of-way be vacated in accordance with the Agreement;

WHEREAS, although the Plats of Vacation were prepared, they were never recorded with the Peoria County Recorder due to administrative oversight;

WHEREAS, the City Council finds that the portions of the Bond Street right-of-way described in Exhibits J-1 (Bond Street vacation plat and Bond Street vacation (south) legal description and J-2 (Bond Street vacation plat and Bond Street vacation (north) legal description) are no longer necessary or required for public street purposes and that the public interest will be served by confirming the previously approved vacation and authorizing the recording of the Plats of Vacation;

WHEREAS, the City reserves all public utility easements and other easements described herein;

WHEREAS, the Illinois Municipal Code authorizes municipalities to vacate streets and alleys by ordinance adopted by an affirmative vote of at least three-fourths of the councilmembers then holding office (65 ILCS 5/11-91-1).

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

Section 1. Recitals.

The foregoing recitals are incorporated herein as findings of fact.

Section 2. Approval of Vacation Plats

The Plats of Vacation, together with the legal descriptions attached as Exhibits J-1 and J-2 are hereby approved.

Section 3. Confirmation and Vacation.

The City Council hereby confirms its approval of the vacation of the Bond Street right-of-way as contemplated by the February 22, 2011 Redevelopment Agreement with O'Brien Enterprises, L.L.C., and hereby vacates the portions of the Bond Street right-of-way legally depicted and described in Exhibits J-1 and J-2.

Section 4. Reservation of Easements.

The City hereby reserves unto all public utility companies presently operating in, upon, over, or under the vacated right-of-way all rights and privileges previously granted by ordinance, franchise, easement, or otherwise. Such rights shall remain in full force and effect until abandoned or released by the applicable utility. No structure shall be erected within the reserved easement area that interferes with the installation, operation, maintenance, repair, replacement, or reconstruction of utility facilities.

Section 5. Ownership.

Upon the effectiveness of this Ordinance, title to the vacated right-of-way shall vest in the owners of the adjoining property in accordance with Illinois law and the terms of the Redevelopment Agreement.

Section 6. Recording.

The Corporation Counsel and City Clerk are authorized and directed to record a certified copy of this Ordinance together with the Plats of Vacation and Legal Description with the Office of the Peoria County Recorder.

Section 7. Effective Date.

This Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this ____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED:

Mayor

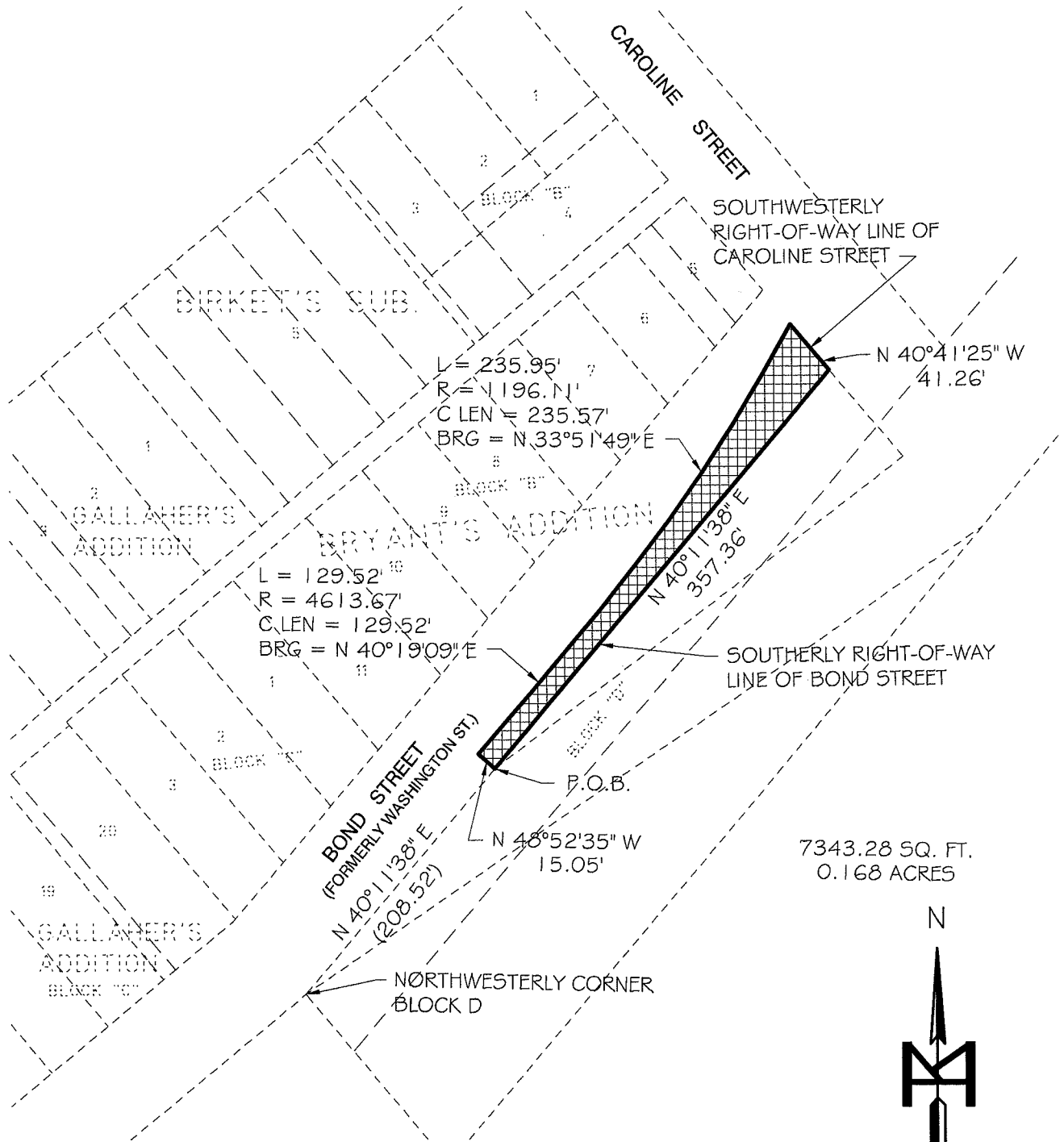
ATTEST:

City Clerk

EXAMINED AND APPROVED

Corporation Counsel

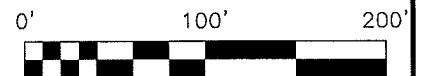
EXHIBIT "J-1"



LEGEND

P.O.B.
(208.52') POINT OF BEGINNING
RECORD DISTANCE

7343.28 SQ. FT.
0.168 ACRES



SCALE: 1" = 100'



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
7336 N. University Ave. Office: (309) 692-8500
Peoria, Illinois 61614 Fax: (309) 692-8501
www.mohrandkerr.com Professional Design Firm #184.005091

O'BRIEN STEEL SERVICE

SURVEYED	MWM	BOND STREET VACATION	PROJECT NO.
DRAWN	DEH		10-036
CHECKED	MWM		SHEET 1 OF 1
SCALE	1" = 100'		DRAWING NO.
DATE	02-09-11		1

EXHIBIT "J-1"

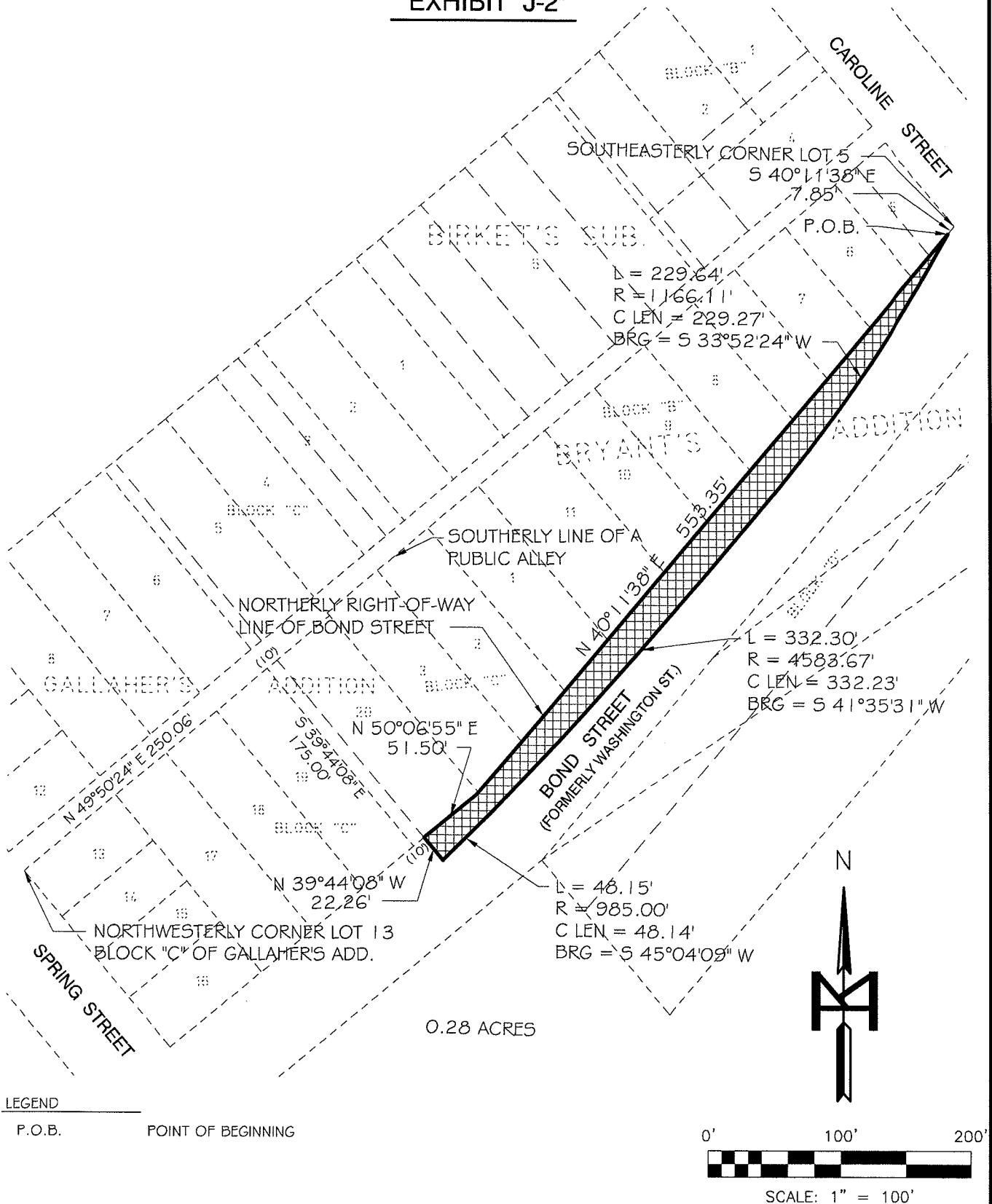
EXHIBIT "J-1" – BOND STREET VACATION (SOUTH)
LEGAL DESCRIPTION

A PART OF BOND STREET RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 3 TOWNSHIP-8-NORTH, RANGE-8-EAST OF THE 4TH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWESTERLY CORNER OF BLOCK "D" IN BRYANT'S ADDITION TO THE CITY OF PEORIA, A SUBDIVISION OF PART OF SAID SOUTHEAST QUARTER OF SECTION 3 SAID NORTHWESTERLY CORNER OF BLOCK "D" BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BOND STREET (FORMERLY WASHINGTON ST.) NORTH 40 DEGREES 11 MINUTES 38 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY) ALONG SAID LINE OF BLOCK "D" AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.52 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES 52 MINUTES 35 SECONDS WEST, A DISTANCE OF 15.05 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4613.67 FEET AND AN ARC LENGTH OF 129.52 FEET BEING SUBTENDED BY A CHORD BEARING OF NORTH 40 DEGREES 19 MINUTES 09 SECONDS EAST AND A CHORD LENGTH OF 129.52 FEET ; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1196.11 FEET AND AN ARC LENGTH OF 235.95 FEET BEING SUBTENDED BY A CHORD BEARING OF NORTH 33 DEGREES 51 MINUTES 49 SECONDS EAST AND A CHORD LENGTH OF 235.57 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CAROLINE STREET; THENCE SOUTH 40 DEGREES 41 MINUTES 25 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.26 FEET; THENCE SOUTH 40 DEGREES 11 MINUTES 38 SECONDS WEST, A DISTANCE OF 357.36 FEET TO THE POINT OF BEGINNING, CONTAINING 0.168 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

EXHIBIT "J-2"



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
7336 N. University Ave.
Peoria, Illinois 61614
www.mohrandkerr.com

Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

O'BRIEN STEEL SERVICE

SURVEYED	MWM
DRAWN	DEH
CHECKED	MWM
SCALE	1" = 100'
DATE	02-09-11

BOND STREET VACATION

PROJECT NO.	10-036
SHEET 1 OF 1	
DRAWING NO.	1

EXHIBIT "J-2"

EXHIBIT "J-2" – BOND STREET VACATION (NORTH)
LEGAL DESCRIPTION

A PART OF BOND STREET RIGHT-OF-WAY IN PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP-8-NORTH, RANGE-8-EAST OF THE 4TH PRINCIPAL MERIDIAN: MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 5 IN BLOCK "B" IN BRYANT'S ADDITION TO THE CITY OF PEORIA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP-8-NORTH, RANGE-8-EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS. THENCE SOUTH 40 DEGREES 11 MINUTES 38 SECONDS WEST, (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY) ALONG THE SOUTHERLY LINE OF SAID LOT 5, A DISTANCE OF 7.85 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1166.11 FEET AND AN ARC LENGTH OF 229.64 FEET BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33 DEGREES 52 MINUTES 24 SECONDS WEST AND A CHORD LENGTH OF 229.27 FEET; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4583.67 FEET AND AN ARC LENGTH OF 332.30 FEET BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 35 MINUTES 31 SECONDS WEST AND A CHORD LENGTH OF 332.23 FEET; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 985.00 FEET AND AN ARC LENGTH OF 48.15 FEET BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45 DEGREES 04 MINUTES 09 SECONDS WEST AND A CHORD LENGTH OF 48.14 FEET; THENCE NORTH 39 DEGREES 44 MINUTES 08 SECONDS WEST, A DISTANCE OF 22.26 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BOND STREET; THENCE NORTH 50 DEGREES 06 MINUTES 55 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 51.50 FEET; THENCE NORTH 40 DEGREES 11 MINUTES 38 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 553.35 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE QUIT CLAIM DEED OF A PORTION OF
THE FORMER PEORIA, PEORIA HEIGHTS AND WESTERN RAILROAD RIGHT-
OF-WAY TO O'BRIEN ENTERPRISES, LLC**

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

WHEREAS, on February 15, 2023 the City of Peoria filed with the Surface Transportation Board a Petition for Exemption that would permit the City, on behalf of the no longer existent Central Illinois Railroad Company (CIRY) to discontinue rail carrier service over a 1.1 mile portion of railroad commonly known as the Kellar Branch; and

WHEREAS, in its petition, the City noted that the only customer on the line, O'Brien Enterprises, LLC, an Illinois Limited Liability Company, had been without rail service since 2010 when CIRY ceased its operations; and

WHEREAS, in its petition, the City noted that it intended to transfer approximately 550' of the right-of-way and track to O'Brien Enterprises, LLC and in turn, O'Brien Enterprises, LLC planned to use the track as a private industrial spur to connect to Tazewell & Peoria Railroad; and

WHEREAS, the Surface Transportation Board began exemption proceedings on March 2, 2023; and

WHEREAS, on June 5, 2023 the Surface Transportation Board granted the Discontinuance of Service Exemption for the 1.1 mile portion of the railroad commonly known as the Kellar Branch (Surface Transportation Board Decision, Docket No. AB 1066, June 5, 2023) effectively reaffirming the underlying abandonment of the rail line under federal regulations and clearing the path for the City to transfer the property to O'Brien Steel; and

WHEREAS, the City owned the railroad right-of-way commonly described as the Kellar Branch, and previously transferred a portion of that right-of-way to O'Brien Enterprises; and

WHEREAS, the City has since determined that ownership of approximately 300 feet of rail right-of-way south of Caroline Street as described in the attached Quit Claim Deed **Exhibit A** (the "Property") and depicted in **Exhibit B** is not discernable within the existing property records and will be subject to an Action to Quiet Title; and

WHEREAS, the Property is no longer necessary, appropriate, required for the use, or in the best interests of the City; and

WHEREAS, consistent with the previous transfer of rail right of way, the City desires to transfer the Property to O'Brien Enterprises, LLC.

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

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Conveyance. That the conveyance made by virtue of this Ordinance be subject to the terms and conditions set forth only in the attached Quit Claim Deed.

Section 3. Execution. The City's corporate authorities, by a majority vote of the corporate authorities then holding office, approve of the Quit Claim Deed, in the same or substantially similar form as attached hereto and direct the City Manager to execute and the City Clerk to attest the document and all other documents and undertake all acts which are necessary to effectuate the Quit Claim Deed.

Section 4. Home Rule Authority. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Peoria that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

Section 5. Effective Date. The ordinance is in full force and effect immediately upon passage by the City Council.

Section 6. Recording of Deed. Corporation Counsel is hereby directed to record the attached Quit Claim Deed upon execution by all parties.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED:

Rita Ali, Mayor

ATTEST:

Stefanie Tarr, City Clerk

EXAMINED AND APPROVED:

Patrick Hayes, Corporation Counsel

Prepared by:

Michael R. Seghetti
Elias, Meghinnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602

*Mail tax statement to and
after recording return to:*

O'Brien Enterprises, L.L.C.
1700 NE Adams St.
P.O. Box 5699
Peoria, IL 61601

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH that the City of Peoria, Peoria County, Illinois, an Illinois municipal corporation (the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS and QUIT-CLAIMS to O'Brien Enterprises, L.L.C., an Illinois limited liability company (the "Grantee") the real estate legally described on Exhibit A attached hereto and made a part hereof and shown on Exhibit J-3 attached hereto and made a part hereof (the "Premises").

Such conveyance is subject to general real estate taxes for 2026 and subsequent years, easements, restrictions, declarations, covenants, reservations and conditions of record.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated: _____, 2026

EXEMPT 35 ILCS 200/31-45(e)

[SIGNATURE PAGE FOLLOWS]

CITY OF PEORIA, ILLINOIS

By: _____

Its: _____

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the City of Peoria, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such _____, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on his/her oath stated that he/she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2026.

Notary Public

326-958

EXHIBIT A

LEGAL DESCRIPTION

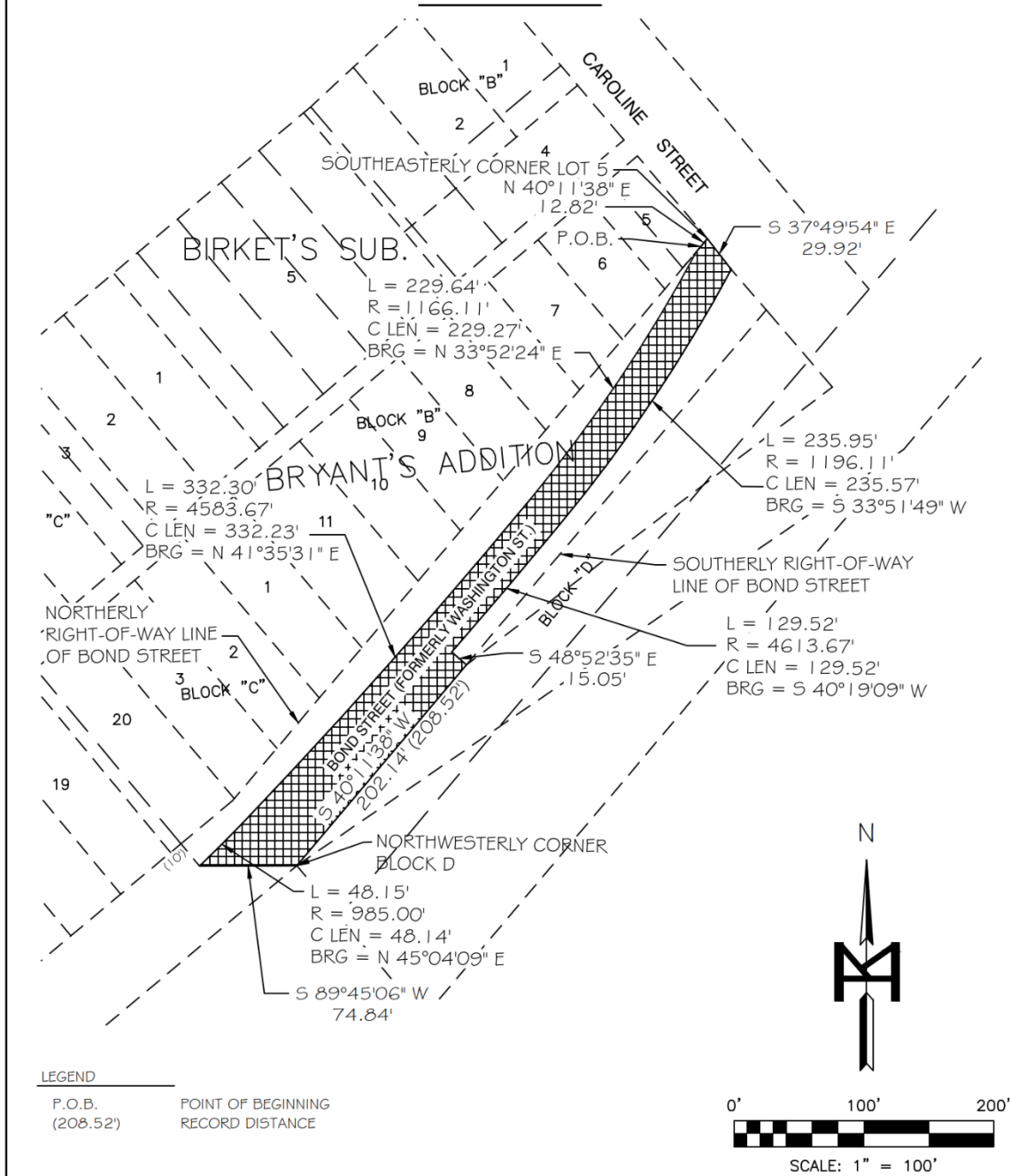
A PART OF BOND STREET RIGHT-OF-WAY IN PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP-8-NORTH, RANGE-8-EAST OF THE FOURTH PRINCIPAL MERIDIAN: MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 5 IN BLOCK "B" IN BRYANT'S ADDITION TO THE CITY OF PEORIA, BEING A SUBDIVISION OF PART OF SAID SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP-8-NORTH, RANGE-8-EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CAROLINE STREET AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING: THENCE SOUTH 40 DEGREES 41 MINUTES 25 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY), ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY EXTENDED IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 29.30 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1196.11 FEET AND AN ARC LENGTH OF 237.16 FEET BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40 DEGREES 41 MINUTES 25 SECONDS WEST, AND A CHORD LENGTH OF 237.16 FEET; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4613.67 FEET AND AN ARC LENGTH OF 129.52' FEET BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40 DEGREES 19 MINUTES 09 SECONDS WEST AND A CHORD LENGTH OF 129.52 FEET; THENCE SOUTH 48 DEGREES 52 MINUTES 35 SECONDS EAST, A DISTANCE OF 15.05 FEET; THENCE SOUTH 40 DEGREES 11 MINUTES 38 SECONDS WEST, A DISTANCE OF 202.14 FEET TO THE NORTHWESTERLY CORNER OF BLOCK "D" OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 45 MINUTES 06 SECONDS WEST, A DISTANCE OF 74.84 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 985.00 FEET AND AN ARC LENGTH OF 48.15 FEET BEING SUBTENDED BY A CHORD BEARING OF NORTH 45 DEGREES 04 MINUTES 09 SECONDS EAST AND A CHORD LENGTH OF 48.14 FEET; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4583.67 FEET AND AN ARC LENGTH OF 332.30 FEET BEING SUBTENDED BY A CHORD BEARING OF NORTH 41 DEGREES 35 MINUTES 31 SECONDS EAST, AND A CHORD LENGTH OF 332.23 FEET; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1166.11 FEET AND AN ARC LENGTH OF 229.64 FEET BEING SUBTENDED BY A CHORD BEARING OF NORTH 33 DEGREES 52 MINUTES 24 SECONDS EAST AND A CHORD LENGTH OF 229.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOND STREET; THENCE NORTH 40 DEGREES 11 MINUTES 38 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 12.82 FEET, TO THE POINT OF BEGINNING CONTAINING, 0.51 ACRES, MORE OR LESS.

PIN: Part of 18-03-505-012

EXHIBIT "J-3"



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C. 7336 N. University Ave. Peoria, Illinois 61614 www.mohrandkerr.com	O'BRIEN STEEL SERVICE		
	SURVEYED	MWM	PROJECT NO. 10-036
	DRAWN	LDE	SHEET 1 OF 1
	CHECKED	MWM	DRAWING NO. 1
	SCALE	1" = 100'	
	DATE	10-15-25	

EXHIBIT "J-3"



CITY OF PEORIA REAL ESTATE TRANSFER
TAX CERTIFICATE FOR EXEMPTION

The undersigned, _____, hereby states that the deed from the City of Peoria to O'Brien Enterprises, L.L.C. is exempt from the Peoria Real Estate Transfer Tax as follows:

____ (a) Deeds representing real estate transfers made before January 1, 1968, but recorded after that date and trust documents executed before January 1, 1986, but recorded after that date

 X (b) Deeds to or trust documents relating to property acquired by any governmental body or from any governmental body or deeds to property between governmental bodies, or by or from any corporation, society, association, foundation, or institution organized and operated exclusively for charitable, religious, or educational purposes

____ (c) Deeds or trust documents which secure debt or other obligation

____ (d) Deeds or trust documents which, without additional consideration, confirm, correct, modify, or supplement a deed or trust document previously recorded

____ (e) Deeds or trust documents where the actual consideration is less than \$100

____ (f) Tax deeds

____ (g) Deeds or trust documents of release of property which is security for a debt or other obligation

____ (h) Deeds of partition

____ (i) Deeds or trust documents made pursuant to mergers, consolidations or transfers or sales of substantially all of the assets of corporations pursuant to plans of reorganization

____ (j) Deeds or trust documents made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock

____ (k) Deeds wherein there is an actual exchange of real estate and trust documents wherein there is an actual exchange of beneficial interests except that the money difference or money's worth paid from one to the other shall not be exempt from the tax

____ (l) Deeds issued to a holder of a mortgage, as defined in Section 15-103 (now Section 15-1207) of the Code of Civil Procedure, pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure

____ (m) Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except that such deeds shall not be exempt from filing the declaration

STATEFACTSSHOWINGTHEAPPLICABILITYOFEXEMPTIONTODEED: Transfer from City of Peoria

DESCRIPTION OF PROPERTY: PIN# Part of 18-03-505-012

ADDRESS N/A

Please check one:

☐ Property is/will be Owner Occupied

☒ Property is/will be Non-Owner Occupied

SIGNATURE: _____ DATE: _____



**City of Peoria
Zoning Certificate Exemption**

Pursuant to Article 2.2.2 of the City of Peoria Unified Development Code, an instrument which immediately conveys or provides for the future conveyance of the fee interest in any property within the City of Peoria will not be recorded until a Zoning Certificate is issued for the property. The transfers listed below are exempt from this requirement.

The undersigned hereby states that the property identified below is exempt as follows:

- ☒ 1. Deeds to or trust documents relating to property acquired by any governmental body or from any governmental body, or deeds, to property between governmental bodies, or by, or from any corporation, society, association, foundation, or institution organized and operated exclusively for charitable, religious, or educational purposes.
- ☐ 2. Deeds or trust, documents which secure debt or other obligation.
- ☐ 3. Deeds, or trust documents which, without additional consideration, confirm, correct, modify, or supplement a deed, or trust, document previously recorded.
- ☐ 4. Reserved.
- ☐ 5. Tax deeds.
- ☐ 6. Deeds, or trust, documents of release of property which is security for a debt or other obligation.
- ☐ 7. Deeds of partition.
- ☐ 8. Deeds, or trust, documents made pursuant to mergers, consolidations, or transfers, or sales, of substantially all of the assets of corporations pursuant to plans of reorganization.
- ☐ 9. Deeds, or trust, documents made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock.
- ☐ 10. Deeds for a single family dwelling, including residential condominiums.
- ☐ 11. Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States.

- _____ 12. Deeds issued to a holder of a mortgage, as defined in Section 15-103 of the Code of Civil Procedure, pursuant to a mortgage foreclosure proceeding, or pursuant to a transfer in lieu of foreclosure.
- _____ 13. Undeveloped parcels of land.
- _____ 14. Deeds delivered, without regard to whether the Agreement for Warranty Deed was recorded, pursuant to an Agreement for Warranty Deed entered into prior to June 1, 1990.
- _____ 15. Deeds delivered, without regard to whether the Agreement for Warranty Deed was recorded, pursuant to an Agreement for Warranty Deed on or after June 1, 1990, for which a zoning certificate has previously been issued by the Zoning Administrator.
- _____ 16. Nonresidential uses in the B-1; C-1; C-2; CG; CN; I-1; I-2; I-3; N-1; P-1; O-1; O-2; PR; ST; WH; WM districts.

Parcel identification number: _____ Part of 18-03-505-012

Street Address: _____ N/A

Date: _____

Owner's Signature: _____

Owners' Names: _____ City of Peoria

Owners' Address: _____ 416 Fulton St., Peoria, IL 61602

Rev.9/26/17

326-959

Page2



City Council Communication

Meeting Date: August 25, 2026

Department: City Clerk's Office

File Number: 26-216

Subject: Communication from the City Manager and Corporation Counsel with a Request to Approve the Site Application for a Class G -B (Beer & Wine Only Restaurant) Liquor License for the Retail Sale of Alcohol at Mr. Cajun, LLC d/b/a Kanpai Ayce Sushi, 714 W. Lake Ave., Contingent Upon Issuance of a Certificate of Occupancy, with a Recommendation from the Liquor Commission to Approve. (Council District 3)

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

Chen "Kyle" Zhou, Owner, Mr. Cajun, LLC, presented a Site Application for a Class G-B (Beer & Wine Only Restaurant) at 714 W. Lake. The Liquor Commission voted unanimously to recommend approval of this Site Application. Minutes of the Liquor Commission Meeting are attached.

Financial Impact:

N/A

Neighborhood Concerns:

N/A

Recommendation supports the following Strategic Plan Priorities:

N/A

EEO Certification Number:

Attachments:

1.	26-15 Mr. Cajun LLC - 714 W. Lake -FORM-SITE APPROVAL to City depts
2.	Liquor Commission Minutes

TO: Debbi La Rue, Community Development
Officer Rick Linthicum, Police - SID
Lt. Michael Boland, Police - Traffic Division
Fire Engineer Ryan Harris, Fire Prevention Division
Leigha Adelsberger, Accounts Receivable Supervisor
Mayor Rita Ali, Liquor Commissioner
Tim Riggerbach, Council Member
Isabella France, Assistant City Attorney
Patrick Hayes, Corporation Counsel

FROM: Trina D. Bonds, Chief Deputy City Clerk/Deputy Town Clerk
Liquor Commission Secretary

DATE: July 2, 2026

SUBJECT: **SITE APPLICATION: Case: 26-15**
Mr. Cajun, LLC
d/b/a Kanpai Ayce Sushi
714 W. Lake Ave.
Requesting: Class G-B (Beer & Wine Restaurant)

The City Liquor Commission has received the attached application for consideration and would like to go before the Commission for a Public Hearing on Monday, August 3, 2026. **Contact person for this application is Chen Zhuo** (917-860-5532) if you have questions or need to make arrangements to inspect the interior of the building.

Your comments are DUE: July 24, 2026 so I can forward them to the Commissioners.

- ☒ **Zoning** classification/comments
- ☒ **Police** inspection/comments
- ☐ **Traffic** inspections/comments
- ☐ **Code** inspections/comments
- ☒ **Fire Safety** inspection/comments
- ☒ **Accounts-fines/liens, etc. outstanding**/comments
- ☐ Any comments concerning any aspect of the application.

Thanks!
Trina (ext. 8566)
City Clerk's Office

SITE APPROVAL APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGES IN THE CITY OF PEORIA, ILLINOIS

CITY CLERK
PEORIA, IL

TO THE MAYOR OF THE CITY OF PEORIA, ILLINOIS, for approval of site location for the purpose of retail sale of alcoholic liquor, pursuant to an ordinance to regulate the sale of alcoholic liquor adopted by the City Council of the City of Peoria on January 2, 1974, and any subsequent amendments thereto:

2026 JUL -2 AM 10:10

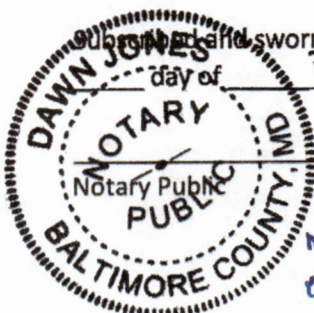
Stephanie Jarr

1. Name(s), address(es) and phone number(s) of Property Owner(s):
Alex Kipp, Senior Property Manager 1111 Benfield BLVD Suite 100, 443-800-3234
2. Name, address and phone number of Intended Lessee: (917-8605532)
X CHEN ZHUO 2245 Cousteau DR West Lafayette IN 47906
MR CASON LLC DBA KANPAI AYCE SUSHI
3. Street address of Property requested for approval:
714 W Lake Ave Peoria IL 61614
NOTE: All site approvals are 1st floor only, unless specifically applied for and authorized.
X 205 RIVER RD EAST PEORIA 61611
4. Legal description of Property listed in #3:
See attached
5. Are there any improvements (buildings, accessories, etc.) presently on the property? Yes ☐ No ☒
If Yes, please give description of same:

6. Are you planning to build any improvements upon the property? ☐ If Yes, please indicate such improvements: Cosmetic
7. What type of sale of alcoholic beverages is the property to be used for (i.e., tavern, restaurant, package liquor, etc.)? Beer & wine Restaurant
8. Is this property located in a residential section? Yes ☐ No ☒
9. What classification of license are you applying for? (Section 3-52 of the Code of the City of Peoria)
Class: A, B, B1, C, C1, CG, D, E, E-1, G-A, G-B, G-C, I, J, K, K-1, L, M, N GB
Subclass: 1, 1A, 2, 2A, 3, 3A, 4, 6, 7, 8, 10, 11, 12 _____
10. Do you plan to add video gaming? Yes ☐ No ☒
(Must wait 6 months & show 80% revenue from food & drinks)
11. A site plan **MUST BE SUBMITTED** with this application, see Attachment A.

AFFIDAVIT

I (we) swear that I (we) am (are) the owner(s) of the property described in this application and that the statements contained herein are true and correct.



Subscribed and sworn to before me this
day of June 17, 2026

Dawn Jones

*my commission
expires: May 25, 2029*

Signature of Property Owner(s)

(NOTE: Non-Refundable \$250 Filing Fee)

**CITY APPROVAL APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGES
IN THE CITY OF PEORIA, ILLINOIS**

2025 JUL 22 AM 10:10

Signature

1. Name, address, and phone number of property owner: _____

2. Name, address and phone number of intended lessee: _____

3. Address of property located in: _____

4. Address of property located in: _____

5. Address of property located in: _____

6. Address of property located in: _____

7. Address of property located in: _____

8. Address of property located in: _____

9. Address of property located in: _____

10. Address of property located in: _____

11. Address of property located in: _____

I (we) the undersigned, do hereby certify that the information furnished in this application and the statements contained herein are true and correct.

Signature of Property Owner: _____
(NOTE: Non-Resident \$250 (one fee))

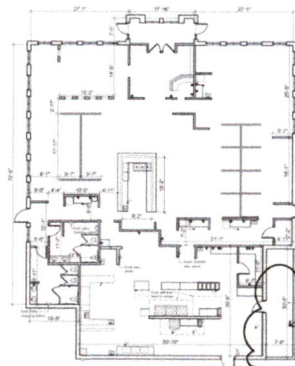
Signature of City Clerk: _____
Date: _____
City of Peoria, Illinois



4 Reflected Ceiling Plan
Scale: 1/16" = 1'-0"
(AREA: 6,600 SQ. FT.)

Legend

- Existing Wall
- Emergency Light
- Exit Sign w/ Directional Arrows (1 1/2-hr. battery backup or connect to 24-hr. emergency circuit)
- Exit Sign w/ Directional Arrows and Emergency Light (1 1/2-hr. battery backup or connect to 24-hr. emergency circuit)
- LED Down Light Fixture
- 2 x 2 LED Troffer Light Fixture
- Switch
- HVAC Supply Register
- HVAC Return
- Exhaust Fan
- Fire Sprinkler
- Pendant Light
- Speaker



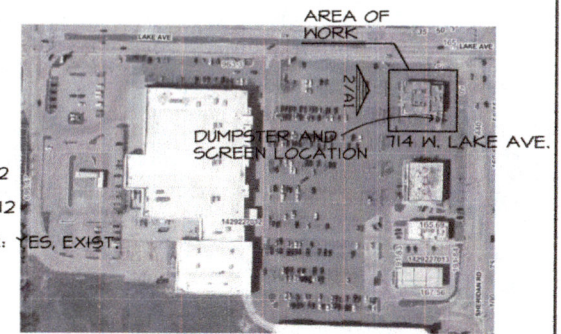
3 Floor Plan
Scale: 1/16" = 1'-0"
(AREA: 6,600 SQ. FT.)

Legend

- Existing Wall
- Thermal
- Duplex Receptacle (wall mount)
- Quadplex Receptacle (wall mount)
- Phone/Data

ZONED: C2
PARCEL
#1429221012
SPRINKLER: YES, EXIST.

ARCHITECT HAS INSPECTED THE IMPACT AREA AND REPAIRS MADE TO BUILDING DUE TO A VEHICLE IMPACT. SEE LETTER ATTACHED THAT ADDRESSES THE REPAIRS.



1 SITE PLAN
714 W. LAKE AVE.
NO SCALE

GENERAL REPAIR NOTES (AREA: 6,600 SQ. FT.)

- NO INTERIOR WALL DEMOLITION WORK NEEDED.
- INTERIOR WORK CONSISTS OF PAINTING OF EXISTING WALLS, ADDING SOME PORTION OF WALL COVERINGS AND REPLACING SOME COUNTERTOPS, REPLACING A FEW LIGHT FIXTURES IN SAME LOCATIONS.
- EXTERIOR AWNING WORK AND SIGNAGE ARE BEING COMPLETED UNDER THE SIGN PERMIT BY OWNER. THIS PERMIT HAS BEEN SUBMITTED TO THE CITY.



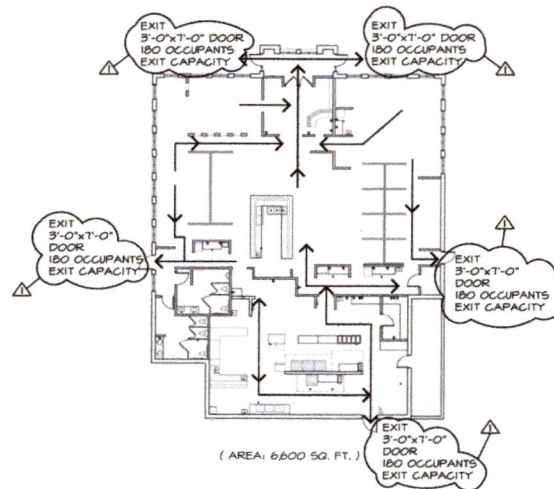
2 WEST ELEVATION
NO SCALE

Electrical Equipment Overview Suite A3

Disconnect Manufacturer	Disconnect Amps	Disconnect Number	Disconnect Location	Handle or Breaker
Service Panel Manufacturer	Service Panel Amps	Service Type	Service Panel Name	Panel Location
Square D	225 Amp	120-208	A	Kitchen
Service Panel Manufacturer	Service Panel Amps	Service Type	Service Panel Name	Panel Location
Square D	225 Amp	120-208	B	Kitchen
Electric Meter Location	Electric Meter Number	Electric Meter Voltage	Electric Meter Reading	
Electrical Room	25 983 175	240	036 KW	

HVAC Equipment Overview Suite A3

HVAC Manufacturer	HVAC Model Number	HVAC Serial Number	HVAC Tonnage	HVAC Year
Rheem	RACA14060ACT005AA	F332000779		2020
HVAC Manufacturer	HVAC Model Number	HVAC Serial Number	HVAC Tonnage	HVAC Year
Temstar	RGV072HEFA0AAA	C202781181		2020
HVAC Manufacturer	HVAC Model Number	HVAC Serial Number	HVAC Tonnage	HVAC Year
Temstar	RGV048HEFA0AAA	5610C06740		2021
HVAC Manufacturer	HVAC Model Number	HVAC Serial Number	HVAC Tonnage	HVAC Year
Temstar	RGV072HEFA0AAA	C204178950		2020
HVAC Manufacturer	HVAC Model Number	HVAC Serial Number	HVAC Tonnage	HVAC Year
Temstar	RGV180FA0AAA	P152514296		2015



5 LIFE SAFETY PLAN
SCALE: 1/16" = 1'-0"

Comments Suite A3

Remark Number	Remarks
1	Sprinkler Room was boarded up and we were unable to obtain access to room. Assume HWHI and sprinkler are inside.
2	300 Gallon grease trap inside the trash enclosure on the outside of the building.
3	Both Multiuser toilet rooms appear to be ADA compliant.
4	Per "Standard Heating and Cooling" report on January 9th, 2025 Unit 1: Rheem Cooling Only Unit Model RACA14060ACT005AA Serial F332000779 This unit was manufactured in 2020. The unit needs to have maintenance completed including washing of coils. Unit 2: Temstar Model RGV072HEFA0AAA Serial C202781181 This unit was manufactured in 2020. The unit has a bad gas valve and will not heat. We could not continue trouble shooting until this is repaired. The ambient temperature was to cold to run the AC but the compressor did pump on. Unit 3: Temstar Model RGV048HEFA0AAA Serial 5610C06740 This unit was manufactured in 2021. The heating section of the unit is operational at this time. The ambient temperature was to cold to run the AC but the compressor did pump on. Unit 4: Temstar Model RGV072HEFA0AAA Serial C204178950 This unit was manufactured in 2020. The heating section of the unit is operational at this time. The ambient temperature was to cold to run the AC but the compressor did pump on. Unit 5: Temstar Model RGV180FA0AAA Serial P152514296 This unit needs to have maintenance completed and oil coils cleaned. The indoor evaporator coil is plugged so we could not run the heating or cooling.

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

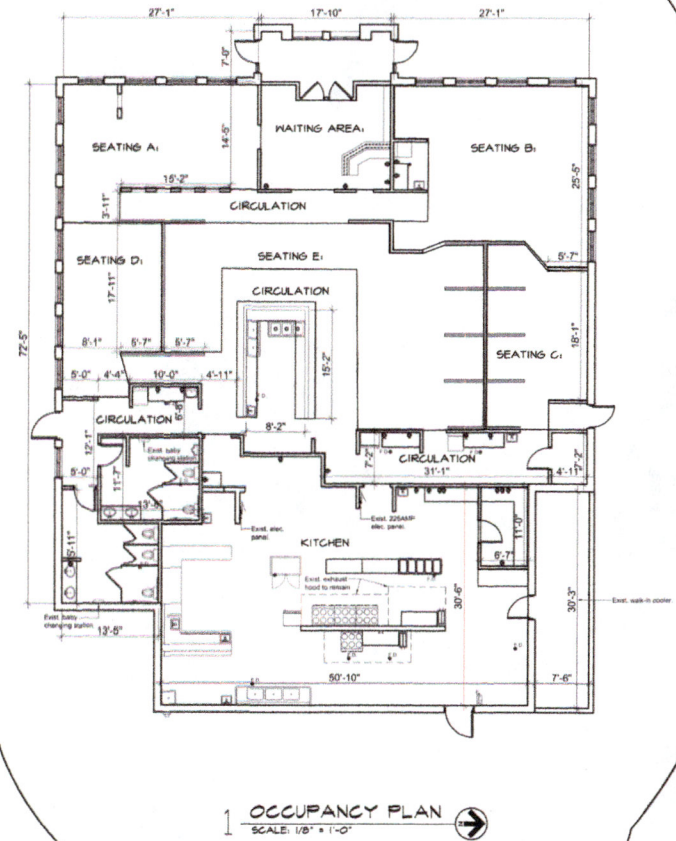
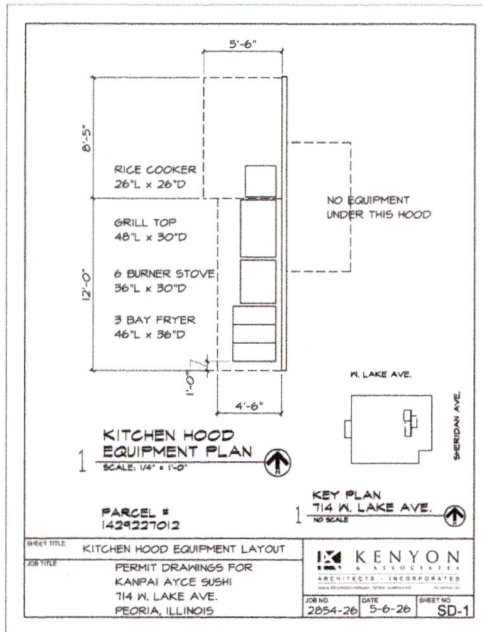
REVISIONS NO. DATE REMARKS 6-4-26 REPLIES TO CITY COMMENTS CHECKED TRACED			DRAWN DATE 4-21-26 LARRY WACHTYE 8001-073336 LARRY WACHTYE 8001-073336 LARRY WACHTYE 8001-073336	KENYON & ASSOCIATES ARCHITECTS - INCORPORATED 8824 N. FROSTWOOD PARKWAY, PEORIA, ILLINOIS 61615 PH 308-674-7121	PLANS, ELEVATION, LIFE SAFETY PLAN PERMIT DRAWINGS FOR KANPAI AYCE SUSHI 714 W. LAKE AVE. PEORIA, ILLINOIS	JOB NO. 2854-26 DATE 4-27-26 SHEET NO. A1 OF SHEETS
--	--	--	---	---	--	--

OCCUPANCY LOADS: IBC TABLE 1004.5

ROOM	AREA	OCCUPANTS PER SQ FT	TOTAL # OCCUPANTS
WAITING AREA:	249 SF	5	49
KITCHEN:	1544 SF	200	8
SEATING A:	436 SF	15	29
SEATING B:	560 SF	15	37
SEATING C:	312 SF	15	21
SEATING D:	303 SF	15	20
SEATING E:	128 SF	15	49
KIT STORAGE:	72 SF	300	1

TOTAL: 214 OCCUPANTS

PER IBC 1005.3.2
 2' PER OCCUPANT $\times (214/2) = 43'$ OF EGRESS
 5 EXIT DOORS PROVIDED AT 36" WIDTH $\times 180'$ EGRESS



NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

NO.	DATE	REVISIONS
1	6-1-26	REPLIES TO CITY COMMENTS

DRAWN
CHECKED



OCCUPANCY FLOOR PLAN

PERMIT DRAWINGS FOR
 KANPAI AYCE SUSHI
 714 W. LAKE AVE.
 PEORIA, ILLINOIS

JOB NO.	2854-26
DATE	4-27-26
SHEET NO.	A2
OF SHEETS	

Trina Bonds

From: Leigha Adelsberger
Sent: Thursday, July 2, 2026 12:48 PM
To: Trina Bonds
Subject: RE: 26-15 Mr. Cajun LLC - 714 W. Lake -FORM-SITE APPROVAL to City depts.pdf

Hi Trina,

There are no outstanding balances for the business or the applicant at this time.

Thanks,

Leigha Adelsberger
Accounts Receivable Manager
City of Peoria, Illinois



From: Trina Bonds <tbonds@peoriagov.org>
Sent: Thursday, July 2, 2026 12:16 PM
To: Debbi La Rue <dlarue@peoriagov.org>; Richard Linthicum <rlinthicum@peoriagov.org>; Michael Boland <mboland@peoriagov.org>; Ryan Harris <rharris@peoriagov.org>; Leigha Adelsberger <ladelberger@peoriagov.org>
Cc: Rita Ali <rali@peoriagov.org>; Tim Riggerbach <triggerbach@peoriagov.org>; Isabella France <ifrance@peoriagov.org>; Patrick Hayes <pahayes@peoriagov.org>
Subject: 26-15 Mr. Cajun LLC - 714 W. Lake -FORM-SITE APPROVAL to City depts.pdf

All,

Please find attached....

Trina

Trina D. Bonds, RMC, CMC
Chief Deputy City Clerk/Deputy Town Clerk
City of Peoria
City Clerk's Office
419 Fulton, Suite 401
Peoria, IL 61602
(309)494-8566



Peoria Fire Department
505 NE Monroe
Peoria, IL 61603

July 2, 2026

Liquor Commission
Office of Corporation Counsel
City of Peoria, IL

Re: Site Approval Application
Case: 26-15
Mr. Cajun, LLC
d/b/a Kanpai Ayce Sushi
714 W. Lake Ave.
Requesting: Class G-B (Beer & Wine Restaurant).

Liquor Commissioners,

A site application has been received from Chen Zhuo requesting a Class G-B liquor license. This site is currently being renovated with the expectation to re-open as Kanpai Ayce Sushi. This includes upgrades to the building sprinkler, fire alarm, and kitchen hood suppression systems, among other improvements. They have obtained the appropriate permits to make improvements to those 3 life safety systems. Once the work is complete and they have passed all applicable inspections they will be issued a new certificate of occupancy. Pending the successful completion of this process, the Peoria Fire Department will have no objection to the issuance of a liquor license.

Your mutual concern for life safety is appreciated.

A handwritten signature in black ink, appearing to read "Ryan D. Harris".

Captain Ryan D. Harris
Fire Inspector, Fire Prevention Division
Peoria Fire Department
309-303-8275 – cell
309-494-8735 – office
rharris@peoriagov.org



PEORIA POLICE DEPARTMENT

July 10, 2026

City of Peoria, Liquor Commission
Office of Corporation Counsel
City of Peoria, Illinois

RE: Site Approval Application #26-15
Mr. Cajun, LLC
d/b/a Kanpai Ayce Sushi
714 W. Lake
Requesting: Class G-B (Beer & Wine Restaurant)

Dear Commissioners,

A site application has been received from Mr. Cajun, LLC, d/b/a Kanpai Ayce Sushi, 714 W. Lake Requesting a Class G-B (Beer & Wine Restaurant). This site has previously been site approve for a alcohol.

Officer Richard Linthicum examined the proposed site. The site on Lake at Sheridan and is in a shopping complex with other commercial businesses.

The approval of this request would not appear to have a detrimental effect on the surrounding businesses and appears to be an appropriate use of this location.

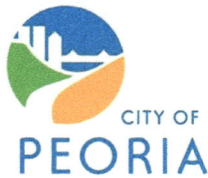
The Peoria Police Department has no objections to this license request.

Sincerely,

Bradley Dixon
Chief of Police

BD/rl

cc: City Clerk
Corporation Counsel



Community Development Department

July 24, 2026

City of Peoria, Liquor Commission
Office of the Corporation Counsel
City of Peoria, Illinois

RE: Site Application Case 26-15
Mr. Cajun, LLC
d/b/a Kanpai Ayce Sushi
714 W. Lake Avenue

Requesting: G-B (Beer & Wine Restaurant)

Dear Commissioners:

Community Development Department Staff have reviewed the above-referenced request for compliance with the City's Building and Zoning regulations. The property is in the Sheridan Village Shopping Center and is zoned Class C2 (Large Scale Commercial) District, which allows restaurants are a Permitted Use. A building permit, job number COM 658-2026, for commercial alteration for a restaurant use has been issued.

The following conditions must be addressed to achieve full compliance with City codes:

1. All necessary building and trades permits must be obtained prior to commencing any work.
2. Mechanical, electrical, and plumbing work must be completed by contractors who are licensed and registered with the City of Peoria. All work must comply with the International Code series as adopted, the NEC as adopted, the 2024 IECC, the 2014 Illinois Plumbing Code, and the 2018 Illinois Accessibility Code.
3. Work must be completed in accordance with the approved plans, and the Certificate of Occupancy must be obtained prior to operation.

The Community Development Department has no objection to the requested liquor license upon issuance of a Certificate of Occupancy for the proposed use.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbi La Rue".

Signer ID: EWOWPTX818...

Debbi La Rue
Planning and Zoning Manager

City Hall
419 Fulton Street, Suite 203
Peoria, IL 61602
309.494.8600

NOTICE OF PUBLIC HEARING

The Liquor Commission of the City of Peoria, Illinois will hold a Public Hearing on an application of a Class G-B Subclass _____ Liquor License for the following described property.

MR. CAJUN, LLC, D/B/A KANPAI AYCE SUSHI

(Name of Establishment)

714 W. LAKE AVE.

(Address)

FOR USE AS:

REQUEST FOR A CLASS G-B (BEER & WINE ONLY RESTAURANT) LIQUOR LICENSE.

The Hearing will be held on MONDAY - AUGUST 3, 2026 in Room 404 at City Hall, 419 Fulton Street, Peoria, Illinois at 3:30 P.M., or as soon thereafter as the item can be heard.

Because the proposed located is within 300 feet of the premises owned or occupied by you, you may wish to attend this Hearing.

Objections may be heard at the meeting or submitted in writing to the Secretary of the Liquor Commission, City Hall, 419 Fulton, Room 401, Peoria, IL 61602

Information concerning the application is available at in the City Clerk's Office, City Hall, Room 401, or by call the Secretary of the Liquor Commission at (309) 494-8566. Be advised that certain information is restricted under the requirements of the Freedom of Information Act.

24

Taaag LLC
Attn Arturo & Ann Guadalajara, Mgr
4702 N Grandview Dr
Peoria Heights, IL 61616

Sipes, Carl
1408 Austin Ave
Washington, IL 61571

Sipes Properties
1408 Austin Ave
Washington, IL 61571

Sipes Properties LLC
1408 Austin Ave
Washington, IL 61571

Brf III Sheridan Village LLC
1111 Benfield Blvd Suite 100
Millersville, Md 21108

Brf III Sheridan Village LLC
1111 Benfield Blvd Suite 100
Millersville, Md 21108

Craighead, David
1420 Blue Heron Dr
Crystal Lake, IL 60014

Matter Family Limited Partnership
5 Broadway Pl
Normal, IL 61761

Matter Family Limited Partnership
5 Broadway Pl
Normal, IL 61761

Matter Family Limited Partnership
5 Broadway Pl
Normal, IL 61761

Matter Family Limited Partnership
5 Broadway Pl
Normal, IL 61761

Peoria Partners LLC
7401 Bush Lake Rd
Edina, Mn 55439

Helmich Family Trust Dated
09-29-2017
C/O Christopher M & Ho Chi Chow
Helmich P O Box 5017
Pomona, Ca 91765

Danny McCubbins Revocable Living
Trust
C/O Danny Neal McCubbins Po Box 522
Sweet Home, or 97386

Lake/Sheridan LLC
Attn Douglas E Wilkins, Manager 721
W Lake Ave
Peoria, IL 61614

Lake/Sheridan LLC
Attn Douglas E Wilkins, Manager 721
W Lake Ave
Peoria, IL 61614

Cefcu
Attn First Mortgage Collections 5401
W Dirksen Parkway
Peoria, IL 61607

Jmjm LLC
8242 Firwood Ln
Greendale, WI 53129

Bruce & Kelly Mehl Trust Dated
12-3-2014
6049 Highwood Park Lane
Naples, FL 34110

Sfr3-050 LLC
2261 Market St, Ste 22263
San Francisco, Ca 94114

Sgt Rentals LLC
2212 N Ardell Plc
Peoria, IL 61604

Rothan, Christopher
3904 N Bigelow St
Peoria, IL 61604

Griffith, Henry J
4032 N Bryer Pl
Peoria, IL 61614

Schneider, Deborah S
4034 N Bryer Pl
Peoria, IL 61614

Nelson, Barbara S
4112 N Bryer Pl
Peoria, IL 61614

Perez, Janet E
4206 N Bryer Pl
Peoria, IL 61614

Reising, Jennifer A
4210 N Bryer Pl
Peoria, IL 61614

McVey, Shani A
5317 N Charter Oak Ln
Peoria, IL 61615

King Bee 100 LLC
110 N Harrison St
Goodfield, IL 61742

Hamm, Thomas
7300 N Honeysuckle Ct
Brimfield, IL 615178900

Zreik, Ghada
11221 N Jason Dr
Dunlap, IL 61525

James, Cindy A
11208 N Jonathans Way
Dunlap, IL 61525

Proctor, Carl E
7339 N Manning Dr
Peoria, IL 61614

~~Proctor, Carl E
7339 N Manning Dr
Peoria, IL 61614~~

~~Proctor, Carl E
7339 N Manning Dr
Peoria, IL 61614~~

~~Proctor, Carl E
7339 N Manning Dr
Peoria, IL 61614~~

Sprecher, John
3613 N Missouri Ave
Peoria, IL 61604

Dorsey, Deena D
4005 N Sheridan Rd
Peoria, IL 61614

Crabtree, Zachary
4130 N Sheridan Rd
Peoria, IL 61614

Dawson Peterson Properties LLC
4218 N Sheridan Rd Unit B
Peoria, IL 61614

~~Dawson Peterson Properties LLC
4218 N Sheridan Rd Unit B
Peoria, IL 61614~~

Skyway Management LLC
4902 N Weaverridge Blvd
Peoria, IL 61615

Exchangeright Net-leased Portfolio
57 Dst
9215 Northpark Dr
Johnston, IA 50131

4d Investments Inc
P O Box 19
Mossville, IL 61552

~~4d Investments Inc
P O Box 19
Mossville, IL 61552~~

Ameren Illinois Company
P O Box 66149 Mc 210
Saint Louis, Mo 631666149

Vre Storage Peoria LLC, C/O
Cubesmart
5 Old Lancaster Rd
Malvern, Pa 19355

Glm Real Estate Holdings LLC,
Series/Five
1184 Rentsch Dr
East Peoria, IL 61611

Glm Real Estate Holdings LLC,
Series/Five
1184 Rentsch Dr
East Peoria, IL 61611

~~Glm Real Estate Holdings LLC,
Series/Five
1184 Rentsch Dr
East Peoria, IL 61611~~

Ball, Jessica L
4629 S King Arthur Ct
Mapleton, IL 61547

Ebreo, Adam C
33695 Sattui
Temecula, Ca 92592

McIntire, Tracy
1954 Stoneridge
Washington, IL 615713409

Wieland, Vincent C, Trust
C/O Vincent C Wieland, Trs 2326 W
Pinnacle Dr
Dunlap, IL 615258701

Kroger Limited Partnership I,
Property Tax 7th Floor
1014 Vine St
Cincinnati, Oh 45202

Schuh, Martha J
613 W Belmar Cir
Peoria, IL 61614

Shin, David
615 W Belmar Cir
Peoria, IL 61614

Peoria Ice Cream Co
2426 W Cornerstone Ct
Peoria, IL 61614

Maddalozzo, Tadd R
3732 W Eagle Dr
Dunlap, IL 61525

Callahan, Dorothy K
936 W Kenwick Ln
Peoria, IL 61614

Wroblewski, Jeff M
611 W Knoll Crest Dr
Peoria, IL 61614

Rumer, Alexander
618 W Knoll Crest Dr
Peoria, IL 61614

Roe, Kimberly J
619 W Knoll Crest Dr
Peoria, IL 61614

Paramo, Antonio
623 W Knoll Crest Dr
Peoria, IL 61614

Jeanne M Ford Trust Dated
10-06-2022, C/O Jeanne M Ford, Trs
624 W Knoll Crest Dr
Peoria, IL 61614

Harvey, Amelia
628 W Knoll Crest Dr
Peoria, IL 61614

Bennington, Noah
629 W Knoll Crest Dr
Peoria, IL 61614

Jonen, Joseph D
632 W Knoll Crest Dr
Peoria, IL 61614

Querido, Leslie
635 W Knoll Crest Dr
Peoria, IL 61614

Mendez, Monica
639 W Knoll Crest Dr
Peoria, IL 61614

Gasper, Eileen M
642 W Knoll Crest Dr
Peoria, IL 61614

Barrera Celis, Jose
651 W Knoll Crest Dr
Peoria, IL 61614

Nora, Jamie K
659 W Knoll Crest Dr
Peoria, IL 61614

Franks, Lynne R
669 W Knoll Crest Dr
Peoria, IL 61614

Skibinski, Elisa K
636 W Knollcrest Dr
Peoria, IL 61614

Pleasure Driveway & Park Dist, Noble
Admin Cntr
1125 W Lake Ave
Peoria, IL 61614

Lake/Sheridan LLC
721 W Lake Ave
Peoria, IL 61614

Hulett, Carlson L
703 W Purtscher Dr
Peoria, IL 61614

Hooker, Lisa
704 W Purtscher Dr
Peoria, IL 61614

Purtle, Jayme
725 W Purtscher Dr
Peoria, IL 61614

Bradley, Mary J
815 W Purtscher Dr
Peoria, IL 61614

Opperman, Timothy J
819 W Purtscher Dr
Peoria, IL 61614

Pendergast, Alison
907 W Purtscher Dr
Peoria, IL 61614

Rennau, Lisa M
911 W Purtscher Dr
Peoria, IL 61614

Graham, Mary D
925 W Purtscher Dr
Peoria, IL 61614

L & J Stahl Properties LLC
1606 W Queens Ct Rd
Peoria, IL 61614

Friendship Properties LLC
406 W Raintree Rd
Dunlap, IL 61525

Friendship Properties LLC
406 W Raintree Rd
Dunlap, IL 61525

Bauers, Heidi J
722 W Ridgemont Rd
Peoria, IL 61614

Cook, Andy H
728 W Ridgemont Rd
Peoria, IL 61614

Cameron, Steve
802 W Ridgemont Rd
Peoria, IL 61614

Leahy, Kevin R
806 W Ridgemont Rd
Peoria, IL 61614

Williams, Scott
810 W Ridgemont Rd
Peoria, IL 61614

Munoz, Javier
816 W Ridgemont Rd
Peoria, IL 61614

Boro, Jason
820 W Ridgemont Rd
Peoria, IL 61614

Stanton, Bryan E
824 W Ridgemont Rd
Peoria, IL 61614

Speciale, Corbett G II
825 W Ridgemont Rd
Peoria, IL 61614

Eddingfield, Michael
902 W Ridgemont Rd
Peoria, IL 61614

Skibba, Alex
903 W Ridgemont Rd
Peoria, IL 61614

Robertson, Austin J
905 W Ridgemont Rd
Peoria, IL 61614

Crowe, Thomas E
906 W Ridgemont Rd
Peoria, IL 61614

Nelson, Karen M
909 W Ridgemont Rd
Peoria, IL 61614

Kaehr, Julie
910 W Ridgemont Rd
Peoria, IL 61614

Crone, Susan K
912 W Ridgemont Rd
Peoria, IL 61614

Otterstrom, Erin
913 W Ridgemont Rd
Peoria, IL 616147053

Zich, Joseph P
916 W Ridgemont Rd
Peoria, IL 616147054

Psinas, Marshall
922 W Ridgemont Rd
Peoria, IL 61614

Smith, Vincent G
924 W Ridgemont Rd
Peoria, IL 61614

Finney, Randall S
928 W Ridgemont Rd
Peoria, IL 61614

Wuthrich, Joel D
933 W Ridgemont Rd
Peoria, IL 61614

Pantoja, Daniel
934 W Ridgemont Rd
Peoria, IL 61614

Bolds, Arthur
930 W Willow Lane
Peoria, IL 61614

Surrells, Shauna
916 W Willow Ln
Peoria, IL 61614

Coffey, Mary M
917 W Willow Ln
Peoria, IL 61614

William, Nicole
921 W Willow Ln
Peoria, IL 61614

Ramirez, Alicia
929 W Willow Ln
Peoria, IL 61614

Rosenberg, Alyson M
931 W Willow Ln
Peoria, IL 616147074

Davis Property Trust, C/O Donald J &
Carolyn Davis, Trs
5513 Wedgefield Dr
Granbury, Tx 76049

STATE OF ILLINOIS)
) ss
COUNTY OF PEORIA)

AFFIDAVIT

CHEN XING ZHUO, being duly sworn, does hereby swear/affirm
that:

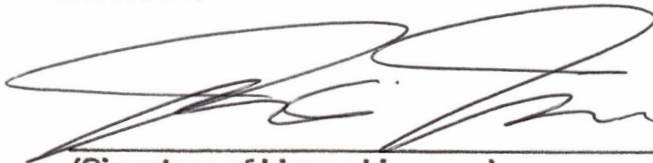
1. I am the Liquor Licensee of KANPAI A/CE SUSHI
(establishment name)

located at 714 W LAKE AVE, Peoria, Illinois.
(address)

2. On 7/6/26, I caused Notices of Hearing to be
mailed to all property owners within 300 feet of my liquor establishment.

3. I have attached to this Affidavit, the list of property owners and their
addresses to whom I mailed Notices.

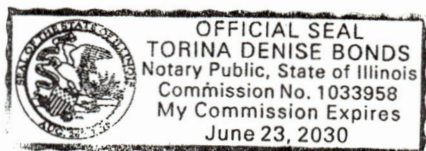
FURTHER AFFIANT SAYETH NOT.


(Signature of Liquor Licensee)

CHEN XING ZHUO
917-860-5532

Subscribed and sworn to before me
this 2nd day of July,
2026.

Torina Denise Bonds
Notary Public



Chen "Kyle" Zhou, Owner, Mr. Cajun, LLC, presented a Site Application for a Class G-B (Beer & Wine Only Restaurant) at 714 W. Lake.

In discussion with Chair Pro Tem Coates, Mr. Zhou reported his establishment would be a made-to-order style all-you-can-eat sushi restaurant. He mentioned owning another seafood restaurant in East Peoria and he remarked he wanted beer and wine at the proposed location to supplement their dining experience.

In response to a question from Chair Pro Tem Coates regarding their hours of operation, Mr. Zhou reported the hours would be from 11:00 a.m. to 9:30 p.m., seven days per week.

In discussion regarding Staff comments, Mr. Zhou reported most of the concerns had been addressed with the exception of a few more items, which he noted would be taken care of later this week. Fire Inspector Harris asked the applicant to notify him whenever he was ready for an inspection.

There being no further questions or comments, Chair Pro Tem Coates called for a motion.

After brief comments, Commissioner Spears moved to approve the Site Application for a Class G-B (Beer & Wine Only Restaurant) at 714 W. Lake; seconded by Commissioner Houwanou.

Approved by roll call vote:

Yeas: Coates, Hargrave-Murry, Hounwanou, Spears - 4;

Nays: None;

Abstention: None.

After the vote, Mr. Zhou reported he planned to be open for business by November 1st at the latest.

Chair Pro Tem Coates stated this recommendation would be heard at the City Council Meeting to be held on Tuesday, August 25, 2026, at 6:00 p.m.



City Council Communication

Meeting Date: August 25, 2026

Department: City Clerk's Office

File Number: 26-217

Subject: Communication from the City Manager and Corporation Counsel with a Request to Deny the Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License for the Retail Sale of Alcohol at Knoxville & Lake Av, Inc. d/b/a BP Knoxville & Lake Av, Inc., 4245 N. Knoxville Ave., with a Recommendation from the Liquor Commission to Deny. (Council District 3)

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

Mursaleen Lawai, Officer, and Aslam Khan, Manager and Officer, Knoxville & Lake Av, Inc., d/b/a BP Knoxville & Lake Av, Inc., presented a Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License at 4245 N. Knoxville Ave. The Liquor Commission voted unanimously to recommend denial of this Site Application. Minutes of the Liquor Commission Meeting are attached.

Financial Impact:

N/A

Neighborhood Concerns:

N/A

Recommendation supports the following Strategic Plan Priorities:

N/A

EEO Certification Number:

Attachments:

1.	26-14 Knoxville & Lake Av Inc - 4245 N Knoxville -FORM-SITE APPROVAL to City depts
2.	Liquor Commission Minutes

TO: Debbi La Rue, Community Development
Officer Rick Linthicum, Police - SID
Lt. Michael Boland, Police - Traffic Division
Fire Engineer Ryan Harris, Fire Prevention Division
Leigha Adelsberger, Accounts Receivable Supervisor
Mayor Rita Ali, Liquor Commissioner
Tim Riggerbach, Council Member
Isabella France, Assistant City Attorney
Patrick Hayes, Corporation Counsel

FROM: Trina D. Bonds, Chief Deputy City Clerk/Deputy Town Clerk
Liquor Commission Secretary

DATE: June 30, 2026

SUBJECT: **SITE APPLICATION: Case: 26-14**
Knoxville & Lake Av, Inc.
d/b/a BP Knoxville & Lake Av, Inc.
4245 N. Knoxville Ave.
Requesting: Class C-G (Beer & Wine Only Gas Station)

The City Liquor Commission has received the attached application for consideration and would like to go before the Commission for a Public Hearing on Monday, August 3, 2026. **Contact person for this application is Aslam Khan (510-493-0408)** if you have questions or need to make arrangements to inspect the interior of the building.

Your comments are DUE: July 24, 2026 so I can forward them to the Commissioners.

- ☒ Zoning classification/comments
- ☒ Police inspection/comments
- ☐ Traffic inspections/comments
- ☒ Code inspections/comments
- ☒ Fire Safety inspection/comments
- ☒ Accounts-fines/liens, etc. outstanding/comments
- ☒ Any comments concerning any aspect of the application. *Neighborhood Resident Letters of opposition*

Thanks!
Trina (ext. 8566)
City Clerk's Office

26-14

**SITE APPROVAL APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGES
IN THE CITY OF PEORIA, ILLINOIS**

CITY OF PEORIA
PEORIA, IL

2026 JUN 29 PM 2:34

TO THE MAYOR OF THE CITY OF PEORIA, ILLINOIS, for approval of site location for the purpose of retail sale of alcoholic liquor, pursuant to an ordinance to regulate the sale of alcoholic liquor adopted by the City Council of the City of Peoria on January 2, 1974, and any subsequent amendments thereto:

Safaric Jare

1. Name(s), address(es) and phone number(s) of Property Owner(s):
MUSALEEN Lawai, 4111 Emporia Ct Naperville IL 60564, 6306396061
 2. Name, address and phone number of Intended Lessee:
ASLAM ICHAN, 4021 N Brookdale place Peoria IL 61614, 510-4930408
 3. Street address of Property requested for approval:
4245 Knoxville Avenue Peoria, IL, 61614
- NOTE: All site approvals are 1st floor only, unless specifically applied for and authorized.**

4. Legal description of Property listed in #3:
Gas station & convenience store
5. Are there any improvements (buildings, accessories, etc.) presently on the property? Yes ☐ No ☒
If Yes, please give description of same:

6. Are you planning to build any improvements upon the property? ☐ If Yes, please indicate such improvements: NO
7. What type of sale of alcoholic beverages is the property to be used for (i.e., tavern, restaurant, package liquor, etc.)? Packed Beer & wine only
8. Is this property located in a residential section? Yes ☒ No ☐
9. What classification of license are you applying for? (Section 3-52 of the Code of the City of Peoria)

Class: A, B, B1, C, C1, CG D, E, E-1, G-A, G-B, G-C, I, J, K, K-1, L, M, N CG

Subclass: 1, 1A, 2, 2A, 3, 3A, 4, 6, 7, 8, 10, 11, 12 _____
10. Do you plan to add video gaming? Yes ☐ No ☒
(Must wait 6 months & show 80% revenue from food & drinks)
11. **A site plan MUST BE SUBMITTED with this application, see Attachment A.**

AFFIDAVIT

I (we) swear that I (we) am (are) the owner(s) of the property described in this application and that the statements contained herein are true and correct.

Safaric Jare

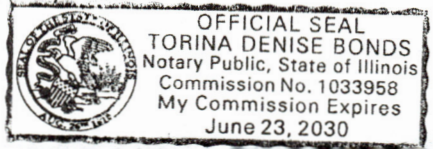
Subscribed and sworn to before me this
29th day of June, 2026

Safaric Jare

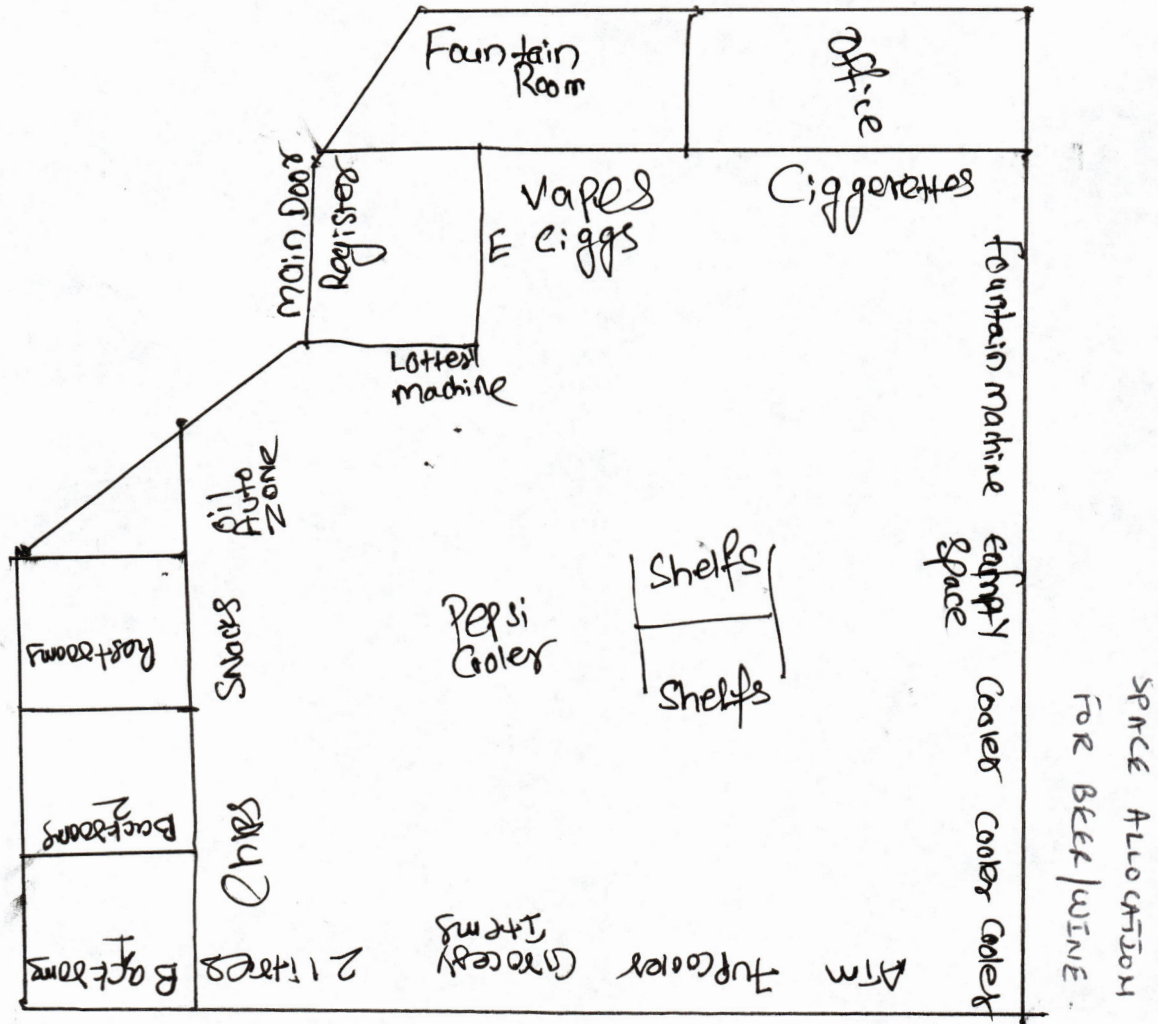
Signature of Property Owner(s)

Notary Public

(NOTE: Non-Refundable \$250 Filing Fee)



4205 Knoxville Avenue
 Peoria, IL, 61614



Trina Bonds

From: Leigha Adelsberger
Sent: Tuesday, June 30, 2026 12:07 PM
To: Trina Bonds
Subject: RE: 26-14 Knoxville & Lake

Hi Trina,

The business currently owes the following:

Unpaid Tax Penalty Balance - \$23.30
May 2026 Taxes – Due 6/30/26
Hazardous Materials Permit Fee - \$851.20

Thanks,

Leigha Adelsberger
Accounts Receivable Manager
City of Peoria, Illinois



Trina Bonds

From: Leigha Adelsberger
Sent: Thursday, July 30, 2026 2:02 PM
To: Trina Bonds
Subject: RE: RE: 26-14 Knoxville & Lake

Hi Trina,

The business has brought their outstanding balances for their tax and hazardous materials permit fees up to date. They are also now current with their monthly tax submissions as of the date of this email.

Thank you,

Leigha Adelsberger
Accounts Receivable Manager
City of Peoria, Illinois



From: Leigha Adelsberger
Sent: Tuesday, June 30, 2026 12:07 PM
To: Trina Bonds <tbonds@peoriagov.org>
Subject: RE: 26-14 Knoxville & Lake

Hi Trina,

The business currently owes the following:

Unpaid Tax Penalty Balance - \$23.30
May 2026 Taxes – Due 6/30/26
Hazardous Materials Permit Fee - \$851.20

Thanks,

Leigha Adelsberger
Accounts Receivable Manager
City of Peoria, Illinois





Peoria Fire Department
505 NE Monroe
Peoria, IL 61603

July 1, 2026

Liquor Commission
Office of Corporation Counsel
City of Peoria, IL

Re: Site Approval Application
Case: 26-14
Knoxville & Lake Av, Inc.
d/b/a BP Knoxville & Lake Av, Inc.
4245 N. Knoxville Ave.
Requesting: Class C-G (Beer & Wine Only Gas Station).

Liquor Commissioners,

A site application has been received from Aslam Khan requesting a Class C-G liquor license. I went by this site for a fire inspection. The owner will need to correct the following deficiencies. Once these are completed, the Peoria Fire Department has no objection to the issuance of a liquor license.

- 1.) Chain/secure the CO2 cannisters for soda machine to prevent damage.
- 2.) One of the pipe bollards protecting the outdoor propane storage has recently been hit and damaged.
Repair this pipe bollard so that it continues to provide vehicle impact protection to the outdoor propane storage.

Your mutual concern for life safety is appreciated.

A handwritten signature in black ink, appearing to read "Ryan D. Harris".

Captain Ryan D. Harris
Fire Inspector, Fire Prevention Division
Peoria Fire Department
309-303-8275 – cell
309-494-8735 – office
rharris@peoriagov.org



PEORIA POLICE DEPARTMENT

July 21, 2026

City of Peoria, Liquor Commission
Office of Corporation Counsel
City of Peoria, Illinois

RE: Site Approval Application #26-14
Knoxville & Lake Av, Inc.
d/b/a BP Knoxville & Lake Av, Inc.
4245 N. Knoxville Ave.
Requesting: Class C-G (Beer & Wine only Gas Station)

Dear Commissioners,

A site application has been received from *Knoxville & Lake Av, Inc.*, d/b/a BP Knoxville & Lake Av, Inc., 4245 N. Knoxville Ave. requesting a Class C-G (Beer & Wine only Gas Station). This license would allow the applicant to sell packaged beer and wine for off-site consumption at this location.

Officer Richard Linthicum inspected the site which sits on the corner of Knoxville Avenue and Lake, along a state route thoroughfare. This site previously has operated as a gas station for several years and neighbors numerous other retail establishments, as well as single family and multi-family residences. The nearest house is located 175 feet to the west of this proposed site.

There are two gas stations and a family restaurant within feet of the proposed site. Historically, liquor stores have led to an increase in crime, traffic, noise, litter and similar quality of life issues resulting in a general overall decline of a neighborhood, which would hinder the continued efforts to maintain this area of town into a stable and viable neighborhood.

The proposed site has a very small footprint for the structure to be used for the sale of alcohol along with other convenient type items. The parking lot is limited to two parking spots and one ADA compliant spot. Parking has been an issue at the proposed site due to individuals parking on the adjacent business property restricting access to family restaurant.

The Peoria Police Department has strong concerns that the addition of liquor sales in this specific area of town would be very problematic for this neighborhood.

Finally, site approvals being location specific and not owner specific, have proven extremely difficult to revoke once approved. Accordingly, the Peoria Police Department recommends **denial** of this site approval application.

Sincerely,

Bradley Dixon
Chief of Police

BD/rl

CC: City Clerk
Corporation Counsel

600 S. W. Adams Street
Peoria, IL 61602-1592
Phone 309.494.8300



Community Development Department

July 24, 2026

City of Peoria, Liquor Commission
Office of the Corporation Counsel
City of Peoria, Illinois

**RE: Site Application Case 26-14
Knoxville & Lake Av, Inc.
d/b/a BP Knoxville & Lake Av, Inc.
4245 N. Knoxville Avenue**

Requesting: Class C-G (Beer & Wine Only Gas Station)

Dear Commissioners:

Community Development Department Staff have reviewed the above-referenced request for compliance with the City's Building and Zoning regulations. The property is zoned C1 (General Commercial) District. The existing Convenience Store with Gas Pumps is a Permitted Use.

The following conditions must be addressed to achieve full compliance with City codes:

1. Dumpster enclosure is required, including latching gate, so that the dumpster is screened on all sides.
2. Accessible parking space, including markings and signage shall be provided. The access aisle shall be free of all obstructions.
3. Window signs shall be reduced to cover no more than 20% of the window area. A window sign includes signs affixed to or in contact with the glass surface.
4. The proposed use may require interior alterations. If alterations are needed, a Building Permit application and plans are required.
5. All necessary building and trades permits must be obtained prior to commencing any work.
6. Work must be completed as illustrated in the approved plans and the Certificate of Occupancy must be obtained prior to operation.

City Hall
419 Fulton Street, Suite 203
Peoria, IL 61602
309.494.8600

The Community Development Department does not object to the requested liquor license upon completing conditions 1-3 above and issuance of a Certificate of Occupancy or Certificate of Completion for any construction work.

Sincerely,


Signer ID: EWOWPTX618...

Debbi La Rue
Planning and Zoning Manager

City Hall
419 Fulton Street, Suite 300
Peoria, IL 61602
309.494.8600

CITY CLERK
PEORIA, IL

2026 JUL -8 PM 3: 07

Stephanie Jarr

July 2, 2026

Secretary of the Liquor Commission
City Hall
419 Fulton
Room 401
Peoria, IL 61602

We are writing to express our concerns for liquor to be sold at 4245 N. Knoxville Avenue, BP Gas Station, Peoria, IL. 61614.

We are AGAINST having them sell beer and wine packaged goods, as they are requesting for a Class C-G liquor license.

This is for a number of reasons. Problems the alcohol could cause if the person should drink there, trash along our yard and side walk (which already happens), personal security of self and our property, along with other problems which may occur. Our property is directly behind the BP gas station on Lake Avenue.

We strongly hope you will consider our request.

Respectfully,

Fredrick D Voorhees
Jackie Voorhees

Fred and Jackie Voorhees
120 W Lake Avenue
Peoria, IL 61614

Trina Bonds

From: Laurie Halsey <laurie@designplusgranite.com>
Sent: Wednesday, July 22, 2026 8:18 AM
To: Trina Bonds
Subject: [External]Liquor license concerns

Hi

My name is Laurie Halsey and I am the owner of Lou's Drive In. I wanted to reach out and express my concerns for the inquiry of the gas station next door wanting to sell alcohol. First of all we have had ongoing issues with parking. Due to his lack of parking his customers pull into my lot and park facing the wrong way. I have put up signs stating no parking. Unfortunately people don't care and still continue to park there and block my customers from entering my property.

Secondly since he has purchased the business the property has not been taken care of. Trash blowing, grass not mowed, and weeds knee high. This only shows his lack of responsibility and accountability. Lastly we already have issues with homelessness and pan handlers in this area. With the amount of family and kids we service this is a huge issue. If they can now stop at this location for alcohol this issue will undoubtedly escalate.

I strongly disagree with a liquor license and it will have a negative impact on a family business that is a staple of Peoria that has been in business for over 75 years.

Thanks so much for your support

Laurie Halsey
Lou's Drive In

NOTICE OF PUBLIC HEARING

The Liquor Commission of the City of Peoria, Illinois will hold a Public Hearing on an application of a Class C-G Subclass _____ Liquor License for the following described property.

KNOXVILLE & LAKE AV INC. D/B/A BP KNOXVILLE & LAKE AV INC.

(Name of Establishment)

4245 N. KNOXVILLE AVE.

(Address)

FOR USE AS:

REQUEST FOR A CLASS C-G (BEER & WINE ONLY PACKAGED GOODS) GAS STATION.

The Hearing will be held on AUGUST 3, 2026 - MONDAY in Room 404 at City Hall, 419 Fulton Street, Peoria, Illinois at 3:30 P.M., or as soon thereafter as the item can be heard.

Because the proposed located is within 300 feet of the premises owned or occupied by you, you may wish to attend this Hearing.

Objections may be heard at the meeting or submitted in writing to the Secretary of the Liquor Commission, City Hall, 419 Fulton, Room 401, Peoria, IL 61602

Information concerning the application is available at in the City Clerk's Office, City Hall, Room 401, or by call the Secretary of the Liquor Commission at (309) 494-8566. Be advised that certain information is restricted under the requirements of the Freedom of Information Act.

32

Axis Investments LLC
311 Ash Run Rd
Louisville, Ky 40245

Lake Archer Real Estate LLC
419 E Euclid Avenue
Mt Prospect, Il 60056

Haefli Bros
121 E Lake Ave
Peoria, Il 61614

Utzinger, Albert I
4206 N Brookmont Rd
Peoria, Il 61614

Bielawski, Tyler J
4212 N Brookmont Rd
Peoria, Il 61614

Hussey, Jason L
9912 N Knoxville
Peoria, Il 61615

Rp Rentals LLC
4200 N Knoxville Ave
Peoria, Il 61614

Goldfine & Bowles Pc
4242 N Knoxville Ave
Peoria, Il 616147435

Goldfine & Bowles Pc
4242 N Knoxville Ave
Peoria, Il 616147435

Goldfine & Bowles Pc
4242 N Knoxville Ave
Peoria, Il 616147435

Halsey, Laurie M
9925 N Townsend Drive
Peoria, Il 61615

Taylor, William R
200 W Barrington Rd
Peoria, Il 61614

Doty, Chadwick D
202 W Barrington Rd
Peoria, Il 61614

Pleasure Driveway & Park Dist, Noble
Admin Cntr
1125 W Lake Ave
Peoria, Il 61614

Voorhees, Jacqueline L
120 W Lake Ave
Peoria, Il 61614

Minehart, Lucas III
126 W Lake Ave
Peoria, Il 61614

Cintora, Angel
132 W Lake Ave
Peoria, Il 61614

Le, Dien
111 W Stonegate Rd
Peoria, Il 61614

Hamilton, Cathy S
116 W Stonegate Rd
Peoria, Il 61614

Gruber, Julia L
117 W Stonegate Rd
Peoria, Il 616146030

Hevesy, Richard A
123 W Stonegate Rd
Peoria, Il 61614

Mountain West Ira Inc Fbo Carl
Swantek
13905 W Wainwright Dr
Boise, ID 83713

Caldwell, Jennett D
104 W Wynnwood Dr
Peoria, Il 616146041

Cole, Ryan
108 W Wynnwood Dr
Peoria, Il 616146041

STATE OF ILLINOIS)
) ss
COUNTY OF PEORIA)

AFFIDAVIT

ASLAM KHAN., being duly sworn, does hereby swear/affirm
that:

1. I am the Liquor Licensee of KNOXVILLE & LAKE AV. INC (BP).
(establishment name)

located at 4245 N. KNOXVILLE AV., Peoria, Illinois.
(address)

2. On 6/29/2026, I caused Notices of Hearing to be
mailed to all property owners within 300 feet of my liquor establishment.

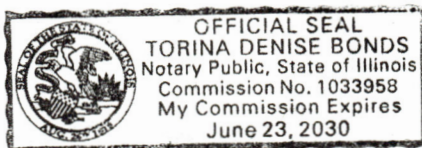
3. I have attached to this Affidavit, the list of property owners and their
addresses to whom I mailed Notices.

FURTHER AFFIANT SAYETH NOT.

Musaka - Asla
(Signature of Liquor Licensee) 510-493-0408

Subscribed and sworn to before me
this 29th day of June,
2026.

Torina Denise Bonds
Notary Public



KNOXVILLE & LAKE AV, INC.**d/b/a BP Knoxville & Lake Av, Inc.****4245 N. Knoxville Ave.****Requesting: Class C-G (Beer & Wine Only Gas Station)**

Mursaleen Lawai, Officer, and Aslam Khan, Manager and Officer, Knoxville & Lake Av, Inc., d/b/a BP Knoxville & Lake Av, Inc., presented a Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License at 4245 N. Knoxville Ave.

In discussion with Chair Pro Tem Coates, Mr. Lawai reported the request for a liquor license for this location was the same as the previous request, which was due to the decline in revenue. He noted the hours of operation would be from 5:00 a.m. to 10:00 p.m. daily.

For clarification, Ms. Bonds noted 6:00 a.m. to 1:00 a.m. were the regular permitted hours of operation for a liquor license in the City of Peoria.

In discussion, Commissioner Spears pointed out there were two letters of opposition submitted by neighbors of the gas station. In response, Mr. Lawai commented his business also had incidents, but he said they did not make a big deal out of it.

In regard to the Fire Dept. comments, Inspector Harris said he would also follow up with a reinspection for this location.

There being no further questions or comments, Chair Pro Tem Coates called for a motion.

After brief comments, Commissioner Spears moved to deny the request for Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License at 4245 N. Knoxville Ave; seconded by Commissioner Hounwanou.

Motion to Deny Approved by roll call vote:

Yeas: Coates, Hargrave-Murry, Hounwanou, Spears - 4;

Nays: None;

Abstention: None.

Chair Pro Tem Coates stated this recommendation would be heard at the City Council Meeting to be held on Tuesday, August 25, 2026, at 6:00 p.m.



City Council Communication

Meeting Date: August 25, 2026

Department: City Clerk's Office

File Number: 26-218

Subject: Communication from the City Manager and Corporation Counsel with a Request to Deny the Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License for the Retail Sale of Alcohol at Knoxville & Archer Av, Inc. d/b/a BP Knoxville & Archer Av, Inc., 2312 N. Knoxville Ave., with a Recommendation from the Liquor Commission to Deny. (Council District 3)

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

Mursaleen Lawai, Officer, and Aslam Khan, Manager and Officer, Knoxville & Archer Av, Inc., d/b/a BP Knoxville & Archer Av, Inc., presented a Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License at 2312 N. Knoxville Ave. The Liquor Commission voted unanimously to recommend denial of this Site Application. Minutes of the Liquor Commission Meeting are attached.

Financial Impact:

N/A

Neighborhood Concerns:

N/A

Recommendation supports the following Strategic Plan Priorities:

N/A

EEO Certification Number:

Attachments:

1.	26-13 Knoxville & Archer Av Inc - 2312 N Knoxville -FORM-SITE APPROVAL to City depts
2.	Liquor Commission Minutes

TO: Debbi La Rue, Community Development
Officer Rick Linthicum, Police - SID
Lt. Michael Boland, Police - Traffic Division
Fire Engineer Ryan Harris, Fire Prevention Division
Leigha Adelsberger, Accounts Receivable Supervisor
Mayor Rita Ali, Liquor Commissioner
Tim Riggerbach, Council Member
Isabella France, Assistant City Attorney
Patrick Hayes, Corporation Counsel

FROM: Trina D. Bonds, Chief Deputy City Clerk/Deputy Town Clerk
Liquor Commission Secretary

DATE: June 30, 2026

SUBJECT: **SITE APPLICATION: Case: 26-13**
Knoxville & Archer Av, Inc.
d/b/a BP Knoxville & Archer Av, Inc.
2312 N. Knoxville Ave.
Requesting: Class C-G (Beer & Wine Only Gas Station)

The City Liquor Commission has received the attached application for consideration and would like to go before the Commission for a Public Hearing on Monday, August 3, 2026. **Contact person for this application is Aslam Khan (510-493-0408)** if you have questions or need to make arrangements to inspect the interior of the building.

Your comments are DUE: July 24, 2026 so I can forward them to the Commissioners.

- ☒ **Zoning** classification/comments
- ☒ **Police** inspection/comments
- ☐ **Traffic** inspections/comments
- ☐ **Code** inspections/comments
- ☒ **Fire Safety** inspection/comments
- ☒ **Accounts-fines/liens, etc. outstanding**/comments
- ☐ Any comments concerning any aspect of the application.

Thanks!
Trina (ext. 8566)
City Clerk's Office

2613

**SITE APPROVAL APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGES
IN THE CITY OF PEORIA, ILLINOIS**

CITY CLERK
PEORIA, IL

TO THE MAYOR OF THE CITY OF PEORIA, ILLINOIS, for approval of site location for the purpose of retail sale of alcoholic liquor, pursuant to an ordinance to regulate the sale of alcoholic liquor adopted by the City Council of the City of Peoria on January 2, 1974, and any subsequent amendments thereto:

2026 JUN 29 PM 2:04

Signature

1. Name(s), address(es) and phone number(s) of Property Owner(s):
MUSSALEEN Lawaig 4111 Emporia Ct NEPELVILLE IL 60564, 6306396461
2. Name, address and phone number of Intended Lessee:
ASLAM KHAN, 4021 N Brookdale place Peoria IL 61614, 510-493-0408
3. Street address of Property requested for approval:
KNOXVILLE & Anchor Av INC DBA Knoxville & Anchor Av INC
2312 N Knoxville Avenue Peoria IL 61604

NOTE: All site approvals are 1st floor only, unless specifically applied for and authorized.

4. Legal description of Property listed in #3:
Gas Station & Convenience Store
5. Are there any improvements (buildings, accessories, etc.) presently on the property? Yes ☐ No ☒
If Yes, please give description of same:

6. Are you planning to build any improvements upon the property? ☐ If Yes, please indicate such improvements: yes
7. What type of sale of alcoholic beverages is the property to be used for (i.e., tavern, restaurant, package liquor, etc.)? Packed Beer & wine only
8. Is this property located in a residential section? Yes ☒ No ☐
9. What classification of license are you applying for? (Section 3-52 of the Code of the City of Peoria)

Class: A, B, B1, C, C1, CG, D, E, E-1, G-A, G-B, G-C, I, J, K, K-1, L, M, N

Subclass: 1, 1A, 2, 2A, 3, 3A, 4, 6, 7, 8, 10, 11, 12

10. Do you plan to add video gaming? Yes ☒ No ☐
(Must wait 6 months & show 80% revenue from food & drinks)
11. **A site plan MUST BE SUBMITTED with this application, see Attachment A.**

AFFIDAVIT

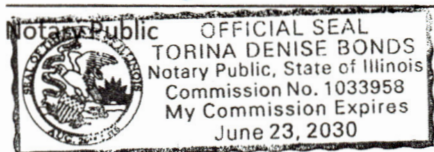
I (we) swear that I (we) am (are) the owner(s) of the property described in this application and that the statements contained herein are true and correct.

Signature

Subscribed and sworn to before me this
29th day of June, 2026

Signature

Signature of Property Owner(s)

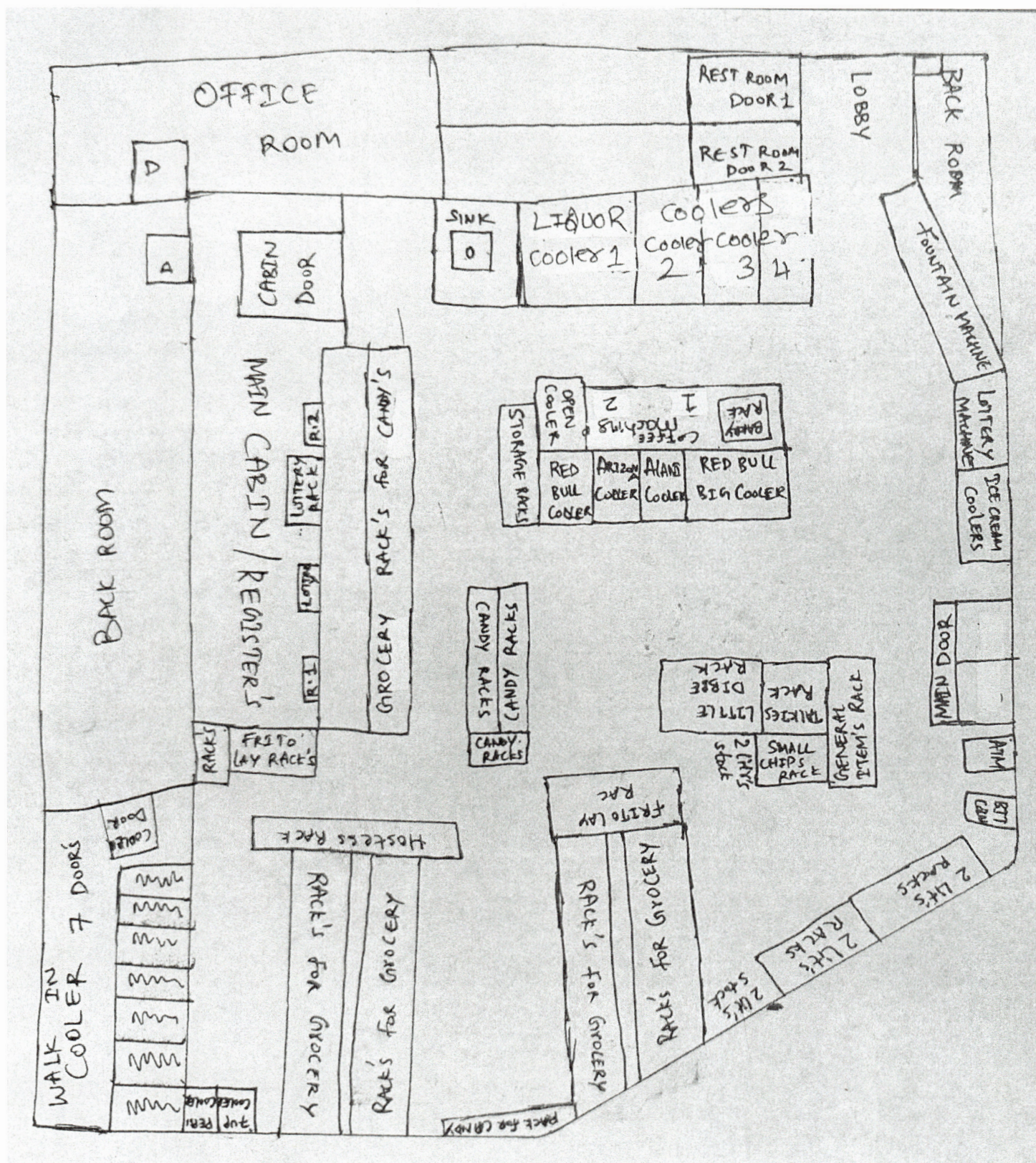


(NOTE: Non-Refundable \$250 Filing Fee)

SITE PLAN REQUIREMENTS

FOR APPLICATION FOR LIQUOR SITE APPROVAL

1. Plans drawn to an identified scale, measurable with an engineer's or architect's scale, showing property lines, proposed or existing streets, all buildings, yards, parking areas, and service areas. (If possible on 8 ½ X 11" paper.)
2. North arrow and scale.
3. If site location does **not** occupy entire property/building, show in detail exact dimensions of where site is being requested.
4. Exact locations and layout of buildings, streets and sidewalks, and access facilities including on-site vehicular circulation geometry.
5. Number and location of required and provided parking spaces, including handicapped parking spaces. Show dimensions of access aisles.
6. Exact location, size, and type of landscaping. Lawn areas should be indicated as seed or sod.
7. Area of proposed site (acres and square feet).
8. Square footage of all proposed buildings--gross leasable area (GLA) for commercial, office and industrial uses.
9. Maximum height of building.
10. Master signage plan for the project, showing all existing and proposed signage with locations, dimensions and numbers.
11. Dumpster locations and screening treatment.
12. Exterior mechanical equipment and proposals for screening.
13. Locations and dimensions of required yards and transitional buffer yards.
14. Locations and dimensions of walks, fences and exterior lighting structures.
15. Current and proposed use of the site.



Trina Bonds

From: Leigha Adelsberger
Sent: Tuesday, June 30, 2026 12:06 PM
To: Trina Bonds
Subject: RE: 26-13 - Knoxville & Archer

Hi Trina,

The business currently owes the following:

Unpaid Tax Penalty Balance - \$39.90
May 2026 Taxes – Due 6/30/26
Hazardous Materials Permit Fee - \$964.25 – Due 6/20/26

Thank you,

Leigha Adelsberger
Accounts Receivable Manager
City of Peoria, Illinois



Trina Bonds

From: Leigha Adelsberger
Sent: Thursday, July 30, 2026 2:01 PM
To: Trina Bonds
Subject: RE: RE: 26-13 - Knoxville & Archer

Hi Trina,

The business has brought their outstanding balances for their tax and hazardous materials permit fees up to date. They are also now current with their monthly tax submissions as of the date of this email.

Thank you,

Leigha Adelsberger
Accounts Receivable Manager
City of Peoria, Illinois



From: Leigha Adelsberger
Sent: Tuesday, June 30, 2026 12:06 PM
To: Trina Bonds <tbonds@peoriagov.org>
Subject: RE: 26-13 - Knoxville & Archer

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Unpaid Tax Penalty Balance - \$39.90
May 2026 Taxes – Due 6/30/26
Hazardous Materials Permit Fee - \$964.25 – Due 6/20/26

Thank you,

Leigha Adelsberger
Accounts Receivable Manager
City of Peoria, Illinois





Peoria Fire Department
505 NE Monroe
Peoria, IL 61603

July 1, 2026

Liquor Commission
Office of Corporation Counsel
City of Peoria, IL

Re: Site Approval Application
Case: 26-13
Knoxville & Archer Av, Inc.
d/b/a BP Knoxville & Archer Av, Inc.
2312 N. Knoxville Ave.
Requesting: Class C-G (Beer & Wine Only Gas Station).

Liquor Commissioners,

A site application has been received from Aslam Khan requesting a Class C-G liquor license. I went by this site for a fire inspection. The owner will need to correct the following deficiencies. Once these are completed, the Peoria Fire Department has no objection to the issuance of a liquor license.

- 1.) Chain/secure the CO2 cannisters for soda machine to prevent damage.
- 2.) Remove old propane tanks that were stored indoors. Propane should only be stored in the approved cabinet outside.
- 3.) There were no pipe bollards protecting the outdoor propane storage from vehicle impact. Install pipe bollards or relocate propane to another area where not subjected to vehicle impact.
- 4.) Unblock the rear exit pathway (it was completely blocked), fix the front exit sign that was not operational, and get the office fire extinguisher serviced.

Your mutual concern for life safety is appreciated.

A handwritten signature in black ink, appearing to read "Ryan D. Harris".

Captain Ryan D. Harris
Fire Inspector, Fire Prevention Division
Peoria Fire Department
309-303-8275 – cell
309-494-8735 – office
rharris@peoriagov.org



PEORIA POLICE DEPARTMENT

July 9, 2026

City of Peoria, Liquor Commission
Office of Corporation Counsel
City of Peoria, Illinois

RE: Site Approval Application #26-13
Knoxville & Archer Av, Inc.
d/b/a BP Knoxville & Archer Av, Inc.
2312 N. Knoxville Ave.
Requesting: Class C-G (Beer & Wine only Gas Station)

Dear Commissioners,

A site application has been received from *Knoxville & Archer Av, Inc.*, d/b/a BP Knoxville & Archer Av, Inc., 2312 N. Knoxville Ave. requesting a Class C-G (Beer & Wine only Gas Station). This license would allow the applicant to sell packaged beer and wine for off-site consumption at this location.

Officer Richard Linthicum inspected the site which sits on the corner of Knoxville Avenue and Archer, along a state route thoroughfare. This site previously has operated as a gas station for several years and neighbors numerous other retail establishments, as well as single family and multi-family residences in the 100 block of E. Archer. The nearest house is located at 116 E. Archer and is just a few feet to the west from this proposed site.

There are four gas stations, three convenient stores located within a .06-mile radius of this proposed site. Historically, liquor stores have led to an increase in crime, traffic, noise, litter and similar quality of life issues resulting in a general overall decline of a neighborhood, which would hinder the continued efforts to maintain this area of town into a stable and viable neighborhood. Furthermore, this proposed site is located in the middle of the west / east bluffs (police district 10 and police district 11) which are two of the busiest police districts in the city.

From July 1, 2025 to June 31, 2026, the Peoria Police Department has responded to over 19,400 police calls for service in these two districts alone. The Peoria Police Department feels that the addition of a liquor store in this specific area of town will only exacerbate the already high call volume in the east / west bluffs and further strain police resources. Additionally, the Peoria Police Department believes that the close proximity of this proposed site to numerous Children's Home properties, in and around 2130 N. Knoxville Avenue, as well as the Peoria Public Schools - Knoxville Center (alternative school) located at 2628 N. Knoxville Avenue is extremely worrisome.

The Peoria Police Department have strong concerns that the addition of a convenient sized liquor store in this specific area of town would be very problematic for this neighborhood.

600 S. W. Adams Street
Peoria, IL 61602-1592
Phone 309.494.8300



PEORIA POLICE DEPARTMENT

Finally, site approvals being location specific and not owner specific, have proven extremely difficult to revoke once approved. Accordingly, the Peoria Police Department recommends **denial** of this site approval application.

Sincerely,

Bradley Dixon
Chief of Police

BD/rl

CC: City Clerk
Corporation Counsel



Community Development Department

July 21, 2026

City of Peoria, Liquor Commission
Office of the Corporation Counsel
City of Peoria, Illinois

**RE: Site Application Case 26-13
Knoxville & Archer Av, Inc.
d/b/a BP Knoxville & Archer Av, Inc.
2312 N. Knoxville Avenue**

Requesting: Class C-G (Beer & Wine Only Gas Station)

Dear Commissioners:

Community Development Department Staff have reviewed the above-referenced request for compliance with the City's Building and Zoning regulations. The property is zoned CG (General Commercial) District. The existing Convenience Store with Gas Pumps is a Permitted Use.

The following conditions must be addressed to achieve full compliance with City codes:

1. Location of any coolers or other product displays must be at least five feet from the storefront windows. This is pursuant to the minimum window fenestration requirements in the CG (General Commercial) District.
2. Rope lights on the windows shall be removed. This is a prohibited sign type.
3. Dumpster enclosure shall be repaired or replaced, including latching gate so that the dumpster is screened on all sides.
4. Accessible parking space, including markings and signage shall be provided.
5. The proposed use may require interior alterations. If alterations are needed, a Building Permit application and plans are needed.
6. All necessary building and trades permits must be obtained prior to commencing any work.
7. Work must be completed as illustrated in the approved plans and the Certificate of Occupancy must be obtained prior to operation.

City Hall
419 Fulton Street, Suite 203
Peoria, IL 61602
309.494.8600

The Community Development Department does not object to the requested liquor license upon completing conditions 1-4 above and issuance of a Certificate of Occupancy or Certificate of Completion for any construction work.

Sincerely,


Signer ID: EWQWPTX518...

Debbi La Rue
Planning and Zoning Manager

City Hall
419 Fulton Street, Suite 300
Peoria, IL 61602
309.494.8600

NOTICE OF PUBLIC HEARING

The Liquor Commission of the City of Peoria, Illinois will hold a Public Hearing on an application of a Class C-G Subclass _____ Liquor License for the following described property.

KNOXVILLE & ARCHER AV INC. D/B/A BP KNOXVILLE & ARCHER AV INC.

(Name of Establishment)

2312 N. KNOXVILLE AVE

(Address)

FOR USE AS:

REQUEST FOR A CLASS C-G (BEER & WINE ONLY PACKAGED GOODS) GAS STATION.

The Hearing will be held on MONDAY - AUGUST 3, 2026 in Room 404 at City Hall, 419 Fulton Street, Peoria, Illinois at 3:30 P.M., or as soon thereafter as the item can be heard.

Because the proposed located is within 300 feet of the premises owned or occupied by you, you may wish to attend this Hearing.

Objections may be heard at the meeting or submitted in writing to the Secretary of the Liquor Commission, City Hall, 419 Fulton, Room 401, Peoria, IL 61602

Information concerning the application is available at in the City Clerk's Office, City Hall, Room 401, or by call the Secretary of the Liquor Commission at (309) 494-8566. Be advised that certain information is restricted under the requirements of the Freedom of Information Act.

J C Rentals LLC
880 Bend in the Trail Rd
Monument, Co 80132

Haj Properties LLC
10022 Brompton Ct
Peoria, Il 61615

Blair Bloomington Properties LLC
1309 Dianne Dr
Bloomington, Il 61704

Rogelio Carranza, Maribel
109 E Arcadia Ave
Peoria, Il 61603

Young, Yvette
110 E Arcadia Ave
Peoria, Il 61603

Malone, Patrick J
114 E Arcadia Ave
Peoria, Il 61603

Braggs, Sheila
116 E Arcadia Ave
Peoria, Il 61603

Johnson, Henry C
201 E Arcadia Ave
Peoria, Il 616032477

Hines, Bernice
109 E Archer Ave
Peoria, Il 61603

Maloney, Mark J
111 E Archer Ave
Peoria, Il 61603

McGinnist, Erica
118 E Archer Ave
Peoria, Il 61603

Morrison, Gregory R
124 E Archer Ave
Peoria, Il 61603

Denall, Sonya G
202 E Archer Ave
Peoria, Il 61603

Lake Archer Real Estate LLC
419 E Euclid Avenue
Mt Prospect, Il 60056

Marhes Enterprises LLC
4707 Edgewood Dr
Peoria, Il 61615

Marhes Enterprises LLC
4723 Edgewood Dr
Peoria, Il 616153603

Abbas, Mageb A
5090 Grand Cape Rd
Rockford, Il 61109

Reeves Acquisitions Series Archer
1220 Hamilton Blvd
Peoria, Il 61606

Sfr3-040 LLC
2261 Market St, Ste 22263
San Francisco, Ca 94114

Horton, David G
229 Matheny
East Peoria, Il 61611

Coughlin, Shane
19165 Meander Way
Bloomington , Il 617055227

Investments by Taz LLC
1959 Mokelumme Dr
Antioch, Ca 94531

~~Investments by Taz LLC
1959 Mokelumme Dr
Antioch, Ca 94531~~

Huston, Jennifer Q
2413 N Dechman Ave
Peoria, Il 61603

Taaag LLC
4702 N Grandview Dr
Peoria Heights, Il 61616

Campbell, Ira A
1919 N Knoxville Ave
Peoria, Il 61603

~~Central Midwest USA Inc
2411 N Knoxville Ave
Peoria, Il 61604~~

Central Midwest USA Inc
2411 N Knoxville Ave
Peoria, Il 61604

Rashid, Jenelle D
2819 N Knoxville Ave
Peoria, Il 61604

Fjr Realty LLC
2819 N Knoxville Ave
Peoria, Il 61604

Alwan, Teresa A
4502 N Knoxville Ave
Peoria, IL 61614

Danz, Warren E
710 Ne Jefferson Ave
Peoria, IL 61602

45
~~Danz, Warren E
710 Ne Jefferson Ave
Peoria, IL 61602~~

~~Danz, Warren E
710 Ne Jefferson Ave
Peoria, IL 61602~~

~~Danz, Warren E
710 Ne Jefferson Ave
Peoria, IL 61602~~

~~Danz, Warren E
710 Ne Jefferson Ave
Peoria, IL 61602~~

Esparza, Lucy
1516 Ne Jefferson St
Peoria, IL 61603

Chiames LLC
Attn: Nicholas G Chiames 3009 W
Bacon Dr
Peoria, IL 61614

Peoria County 61603 107 E Archer Ave
Trust
C/O Nicholas L Rogosienski Trs 168
Pioneer Trail Ste 335
Chaska, Mn 55318

Franchise Realty Investment Trust-il
P O Box 182571
Columbus, Oh 43218

Consolidated Properties LLC
P O Box 9565
Peoria, IL 616129565

Logsdon, Shannon R
310 Rogers Rd
Marquette Heights, IL 61554

Erickson Capital Investments LLC
1211 Sw Adams St
Peoria, IL 61602

Ameritech-il
Attn Tax Department 225 W Randolph
Rm 26c
Chicago, IL 60606

Cjl Properties LLC
11093 Vista Santa Fe Ln
San Diego, Ca 92126

Baltazar Martinez, Evelyn
106 W Beverly Ct
Peoria, IL 61604

Pineda, Marissa D
112 W Beverly Ct
Peoria, IL 61604

Godinez, Jaime
4841 W Homer St
Chicago, IL 60639

Ryan, Robert
2403 W Molly Ln
Dunlap, IL 61525

Arriola Arriola, Jose L
2805 W Nevada St
Peoria, IL 61605

P & I Investments LLC
6820 W Randolph Dr
Boise, ID 83709

STATE OF ILLINOIS)
) ss
COUNTY OF PEORIA)

AFFIDAVIT

ASLAM KHAN., being duly sworn, does hereby swear/affirm
that:

1. I am the Liquor Licensee of KNOXVILLE & MEYER AV. IN (BP).
(establishment name)

located at 2312 N. KNOXVILLE AV., Peoria, Illinois.
(address)

2. On 6/29/2026, I caused Notices of Hearing to be
mailed to all property owners within 300 feet of my liquor establishment.

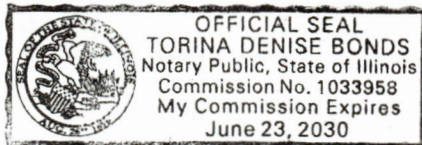
3. I have attached to this Affidavit, the list of property owners and their
addresses to whom I mailed Notices.

FURTHER AFFIANT SAYETH NOT.

Muschen ASla
(Signature of Liquor Licensee) 510-493-0408

Subscribed and sworn to before me
this 29th day of June,
2026.

Torina Denise Bonds
Notary Public



KNOXVILLE & ARCHER AV, INC.**d/b/a BP Knoxville & Archer Av, Inc.****2312 N. Knoxville Ave.****Requesting: Class C-G (Beer & Wine Only Gas Station)**

Mursaleen Lawai, Officer, and Aslam Khan, Officer and Manager, Knoxville & Archer AV, Inc., d/b/a BP Knoxville & Archer Av, Inc., presented a Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License at 2312 N. Knoxville Ave.

In discussion with Chair Pro Tem Coates, Mr. Lawai reported they have been in business for five years, but he noted they had seen a decline in sales over the past few years. He said their numbers were not the same because of competition, and he went on to say they felt alcohol sales would generate more revenue for their gas station. Manager Khan noted their customers regularly asked if they sold beer or wine.

In response to a question from Chair Pro Tem Coates regarding their hours of operation, Mr. Lawai reported the Knoxville & Archer location operated 24 hours per day.

Commissioner Hargrave-Murry mentioned the letter from the Police Dept. and other Staff comments. She then asked if any of those items had been addressed. In response, Mr. Lawai reported the issues had been completed and he said they weren't aware they needed to contact the City for reinspection of those items mentioned. Fire Inspector Harris reported he would follow up by going back for another inspection to confirm. During discussion, It was also noted that the fees that were owed to the Accounts Receivable Dept. had been paid.

Liquor Investigator Linthicum mentioned criminal activity and calls for service in that particular area. He remarked the Police Dept. considered the potential impact site approval could have on the neighborhood. He mentioned the number of calls for service noted in the letter from the Chief and he pointed out the gas station sits between two of the busiest police districts in the City that covers the East and West bluffs. He said beer and wine sales could increase noise, trash and things of that nature. He also mentioned the proximity of gas station to the Children's Home and the Knoxville Center for Student Success.

There being no further questions or comments, Chair Pro Tem Coates called for a motion.

After brief comments, Commissioner Spears moved to deny the request for Site Application for a Class C-G (Beer & Wine Only Gas Station) Liquor License at 2312 N. Knoxville Ave; seconded by Commissioner Hounwanou.

Motion to Deny Approved by roll call vote:

Yeas: Coates, Hargrave-Murry, Hounwanou, Spears - 4;

Nays: None;

Abstention: None.

Chair Pro Tem Coates stated this recommendation would be heard at the City Council Meeting to be held on Tuesday, August 25, 2026, at 6:00 p.m.



City Council Communication

Meeting Date: August 25, 2026

Department: Mayor's Office

File Number: 26-219

Subject: Reappointment by Mayor Ali to the Peoria Housing Authority with a Request to Concur:

Briggett Carter-Meachem (Voting) - Term Expires 06/30/2029

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

Name	Office Position	Term	Term Effective	Term Expiration
Briggett Carter-Meachem	Member	3	07/01/2026	06/30/2029

Financial Impact:

N/A

Neighborhood Concerns:

N/A

Recommendation supports the following Strategic Plan Priorities:

N/A

EEO Certification Number:

Attachments:

1.	Briggett Carter-Meachem
----	-------------------------



City Council Communication

Meeting Date: August 25, 2026
Department: Community Development

File Number: 26-210

Subject: Communication from the City Manager and Director of Community Development with a Request to Adopt an Ordinance Approving a Redevelopment Agreement with Peoria Opportunities Foundation and MacArthur Senior Flats LLC, to be Located in the South Village TIF District. (Council District 1)

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

When the matter was previously adopted by Council, an incorrect version of the agreement was published with the agenda. This version includes the following provisions:

Section 3.1: The developer split the Owner Name and POF name into two separate bullets.

Section 8.1: The developer added a new sentence permitting Merchants Bank of Indiana or its affiliate/designee to be a permitted transferee in the event of a foreclosure sale or deed in lieu of foreclosure.

Section 8.2: The developer added a sentence stating that the City's consent is not required for (i) transfers of investor member interests in the Owner, or (ii) removal/replacement of the Owner's managing member, provided these occur per the Owner's Amended and Restated Operating Agreement.

In addition, following the approval of the RDA by Council, the developer informed the City that the legal descriptions required correction to carve out portions of the parcels dedicated for a roadway. That correction is included in the Amended and Restated item up for approval. Schedule 3A has also been changed to reflect an updated project schedule.

Financial Impact:

\$592,733 in South Village TIF funds will be provided to the project.

Neighborhood Concerns:

The project responds to concerns about the need for additional affordable housing in

Peoria.

Recommendation supports the following Strategic Plan Priorities:

Reinvest in Neighborhoods, Quality of Life

EEO Certification Number:

Attachments:

1.	TIF RDA -Ordinance - RDA POF and Macarthur Senior Flats LLC
2.	RDA - MacArthur Flats RDA.08.19.2026 (2030969-22)

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE REDEVELOPMENT AGREEMENT WITH
PEORIA OPPORTUNITIES FOUNDATION AND MACARTHUR SENIOR FLATS LLC**

WHEREAS, Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) provides that no agreement regarding the development of land shall be made except upon the adoption of an ordinance by the corporate authorities;

WHEREAS, the City of Peoria, Illinois (the "City") has, pursuant to statute, designated a redevelopment project area and approved redevelopment plans;

WHEREAS, the City seeks to enter into a Redevelopment Agreement with Peoria Opportunities Foundation and Macarthur Senior Flats LLC (the "Redevelopers") whereby the Redevelopers will construct 48 new residential units on 1.5 acres within the South Village TIF District;

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

1. The Redevelopment Agreement attached hereto is hereby approved.
2. The Mayor, Clerk and other officers of the City are authorized to execute the Redevelopment Agreement and other documents, and to perform all acts, necessary to carry out the intent of this ordinance.
3. This Ordinance shall take effect upon passage and publication as provided by 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

REDEVELOPMENT AGREEMENT

This REDEVELOPMENT AGREEMENT (“Agreement”) between **THE CITY OF PEORIA** (“City”), a municipal corporation, **PEORIA OPPORTUNITIES FOUNDATION**, an Illinois not-for-profit corporation (“POF”) and **MACARTHUR SENIOR FLATS LLC**, an Illinois limited liability company (“Owner” and, together with POF, collectively, “Redeveloper”), is entered into this **25th day of August 2026**.

RECITALS

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/1174.4-1 *et. seq.*, as amended (the “TIF Act”), the City has the authority to provide incentives to owners of real property to acquire, redevelop, rehabilitation and/or upgrade such property by reimbursing such owners for certain costs incurred in connection with the acquisition, redevelopment, rehabilitation and/or upgrades from increases in real estate tax revenues (“Tax Increment”) resulting therefrom or from other City revenues to the extent specified and agreed herein; and

WHEREAS, the City has adopted a redevelopment project area known as the **South Village Redevelopment Project Area** (the “Redevelopment Project Area”) also referred to herein as “The TIF District” in the City, pursuant to the TIF Act; and

WHEREAS, pursuant to the provisions of the Act, the City has adopted the South Village District Tax Increment Redevelopment Plan (hereinafter referred to as the “Redevelopment Plan”) pertaining to the redevelopment of the Redevelopment Project Area, a copy of which is available for inspection in the office of the City Clerk of the City; and

WHEREAS, the Redeveloper, consistent with the objectives of the Redevelopment Plan, intends to undertake a project as described on **Schedule 1** attached hereto and incorporated herein (the “Project”) on fifteen parcels of real estate within the TIF District, which parcels are described on **Schedule 2** attached hereto and incorporated herein (“Project Site”); and

WHEREAS, the City, after due and careful consideration, has concluded that the redevelopment of the Project Site will help to arrest the economic and physical decline of the Redevelopment Project Area, and to promote a policy of stabilization and revitalization not only in the Redevelopment Project Area, but also in the surrounding area of the City; and

WHEREAS, the City has determined that the Project is desirable for economic development in the City; and

WHEREAS, the City has reviewed the conditions of the Project and has reason to believe that the costs of the necessary public and private improvements including but not limited to land acquisition, site preparation and other public and private costs to be incurred by the Redeveloper in furtherance of the Project are eligible project costs under the TIF Act and are consistent with the Redevelopment Plan; and

WHEREAS, to support the Redeveloper's construction and operation of the Project, the City is willing to provide the Redeveloper the incentives as described in this Agreement including financial assistance in a total amount not to exceed Five Hundred Ninety-Two Thousand, Seven Hundred Thirty-Three and 0/100ths Dollars (\$592,733.00) (the "TIF Funds"), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City has found that but for the assistance of the City as set forth in this Agreement, the Redeveloper would not proceed with the Project; and

WHEREAS, Owner will be the owner of the Project Site and POF is a co-developer and POF (or its affiliate) is a member of the Owner; and

WHEREAS, the City will grant the TIF Funds to POF and POF will loan or contribute the TIF Funds to the Owner in connection with the development of the Project.

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

ARTICLE I: DESCRIPTION OF THE PROJECT

1.1 The Project. The Project shall be developed as described on **Schedule 1** and located on the Project Site as shown in **Schedule 2**.

1.2 The Estimated Cost of Project. The Estimated Cost of the Project is set forth on **Schedule 1** attached hereto and incorporated herein ("Estimated Project Cost").

1.3 The Estimated Project Timeline. The Project should be completed according to the Estimated Project Timeline presented in **Schedule 3**. In the event the developer does not meet the Project Timeline shown in **Schedule 3**, Redeveloper may request and obtain an extension.

1.4 Public Benefit Statement. The City and Redeveloper agree that the project is being approved with the explicit intent to strengthen and revitalize a priority low-to-moderate income community by both eliminating blight and creating and preserving jobs.

ARTICLE II: CONSTRUCTION OF THE PROJECT

The Redeveloper will redevelop the Project in accordance with the Project Timeline shown in **Schedule 3**, and according to the standards and schedules, herein described.

2.1 Submission and Approval of Plans. The Redeveloper shall submit to the City plans and specifications for the Project, including but not limited to a site plan (all the foregoing plans and specifications shall be referred to as "Plans" herein). City will review plans and provide initial feedback within 30 days of Plan submission. Approval of Plans should be approved within 45 days of Plan submittal if complete information is provided, and no Plan modifications or waivers are required. The City shall review the Plans for the purpose of determining compliance with the

Redevelopment Plan, this Agreement, and all applicable laws, statutes, ordinances, rules, and regulations. It is understood if the Plans do not so comply, the Redeveloper shall amend the Plans, prior to proceeding further with the Project, all in accordance with the provisions of this Section.

The City's approval or disapproval of the Plans must be made in writing within thirty (30) days of receipt of complete Plans and, if disapproved, shall set forth the reasons for such disapproval. If disapproved, the Redeveloper shall, within thirty (30) days from the date of disapproval, resubmit revised Plans which the City shall review and comment or approve within twenty-one (21) days. This process shall repeat until the Plans are approved by the City. The City will not unreasonably withhold its review of the Plans. In reviewing the Plans, the City will consider the normal and customary costs of developing and constructing projects of this type.

2.2 Commencement and Completion Requirements.

2.2.1 Commencement. The redeveloper shall commence construction of the Project, per **Schedule 3**.

2.2.2 Completion of the Project. The Redeveloper shall complete construction of Project no later than the time specified set forth in **Schedule 3**, after approval of the Plans. For the purpose of this Section 2.2.2, "completion of construction" means the complete construction of the Project, except for minor and ancillary alterations or additional work, so as to make the Project eligible for a temporary certificate of occupancy.

2.3 Quality of Construction and Conformance to Federal, State and Local Requirements. All work with respect to the Project and any other structures of buildings on the Project Site (the "Works") shall conform to this Agreement, 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 and life safety codes. Failure to materially conform to these codes and laws, including failure to obtain proper permits, will nullify the City's obligation under this Agreement, if such failure to materially conform persist after notice and a reasonable opportunity to cure. The Redeveloper shall cause the construction of the Works to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement and shall cause the Works to be constructed in a good and workmanlike manner in accordance with the Project described in **Schedule 1**.

2.4 Coordination with the City. Prior to the beginning of construction, the Redeveloper or their representative shall meet with the City's Development Review Board, or the required reviewing bodies or government agencies to review the project and gain an understanding of any applicable regulations. The Redeveloper will coordinate with appropriate City staff throughout the project to ensure all zoning, building, and fire codes are met. The Redeveloper agrees to obtain building permits for any work that requires them.

2.5 Utilities. All arrangements for utilities must be made by the Redeveloper with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site other than sanitary and storm sewer is adjacent to the project sites and may require upgrades by the Redeveloper.

2.6 Insurance.

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

2.6.2 Builder's Risk Prior to Completion. Prior to completion of the construction of the Project as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by companies satisfactory to the City and shall name the City as a coinsured. All such policies shall contain a provision that the same will not be cancelled or modified without prior 30-day written notice to the City. The City will negotiate with Redeveloper and the insurance carrier to accept reasonable adjustments to policy terms and conditions to satisfy these requirements.

2.7 Rights of Inspection: Agency. During construction of the Project, the City or its designee shall have the right at reasonable times and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Plans or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right, the City or any other party may have against the Redeveloper or any other party for noncompliance with the Plans or the terms of this Agreement. City shall notify redeveloper and (or) it's general contractor 24 hours prior to its inspection on a best-efforts basis. This notification is not required for any inspections that the city engineering or fire department determines must be conducted on an immediate basis.

ARTICLE III: REPRESENTATIONS OF THE REDEVELOPER

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

3.1 Organization.

- A. The Owner is a limited liability company organized, existing and in good standing under the laws of the State of Illinois. The Owner shall, as a condition precedent to the implementation of this Agreement, provide the City with the names and addresses of all officers, directors, shareholders, managers, and members of the Owner.
- B. POF is a not-for-profit corporation organized, existing and in good standing under the laws of the State of Illinois. POF shall, as a condition precedent to the implementation of this Agreement, provide the City with the names addresses of all officers, directors, shareholders, managers, and members of POF.

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

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

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

3.5 Location of Project. The Project will be located within the Project Site as shown in **Schedule 2.**

3.6 Conformance with Requirements. The Redeveloper represents and warrants that the construction of the Project in accordance with **Schedule 1** will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site, and that any business conducted on the Project Site will conform and comply with said land use regulations, including but not limited to zoning ordinances.

3.7 Diversity, Equity, and Inclusion Requirements. The Redeveloper agrees to support the City's efforts to create and maintain a viable and livable environment that is diverse and equitable for historically disenfranchised individuals and communities. Redeveloper further agrees to advance principles of diversity, equity and inclusion for said Project. This includes compliance to the Equal Employment Opportunity clauses per **Schedule 5.** In addition, this would also include the fair and equitable treatment of socially disadvantaged groups for the Project with respect to a) leasing of units, b) hiring of employees, and c) bidding and awarding contracts. Redeveloper will work and cooperate with the City to assist in the solicitation and procurement of goods and services

and construction contracting work from Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) by submitting any bids for such goods and services for distribution to a list of MBE/WBE suppliers provided by the City.

The Redeveloper agrees to offer reasonable efforts to satisfy this intent. After sending the project out to bid to contractors on the city's list of MBE/WBE list, if it is determined that a quality, local, minority contractor cannot be found or does not exist for a certain construction division needed for the project, the redeveloper will still be deemed to have met the intent of this clause. If the Redeveloper feels that a bid offered by a MBE or WBE business is not competitive or has reason to believe that minority contractor cannot successfully perform the requirements of the job to the standard of another competing non-minority contractor, the Redeveloper is not obligated to award a contract to that minority sub-contractor. The Redeveloper will, in good faith, make all subcontractor award decisions equitably and fairly.

ARTICLE IV: REPRESENTATIONS OF THE CITY

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

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

4.2 Redevelopment Plan. The Redevelopment Plan (including the Redevelopment Project Area set forth therein) has been properly formed, adopted, and approved by the City in accordance with Illinois law and is in full force and effect.

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

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

ARTICLE V: PROJECT INCENTIVES & COST REIMBURSEMENT

The City will provide the following Incentive and Cost Reimbursement for the Project herein described as:

5.1 Reimbursement of Redevelopment Project Costs. The City will reimburse POF up to Five Hundred Ninety-Two Thousand, Seven Hundred Thirty-Three and 0/100ths Dollars (\$592,733.00) for eligible redevelopment project costs, further defined categorically in Section 74.4-3 (q) of the Act (the "Reimbursement"), in accordance with this as Article V, based upon program and

budget information submitted by POF, and consistent to City policy and procedures concerning reimbursement.

POF may not request the reimbursement of funds under this Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. To the extent practicable, requests shall be made in accordance with the construction draw schedule, to be executed upon the closing of the Project's financing. Said schedule shall be subject to approval by the City. POF shall also secure all lien waivers prior to reimbursement for all suppliers and all trades. Such lien waivers may be subject to City review prior to reimbursement.

All reimbursements must be accompanied by corresponding documentation that shows amounts, items, descriptions and any other necessary information to demonstrate eligibility. Appropriate documentation includes, but is not limited to, a contractor's affidavit or bill and proof of payment by POF if already paid.

Notwithstanding any of the foregoing, City and Redeveloper acknowledge and agree that the TIF Funds will be granted to POF and POF will loan or contribute the grant proceeds to Owner in connection with the development of the Project.

5.2 Conditions Precedent to Reimbursement. The City's obligation to make the Reimbursement set forth in this Article V hereof is subject to the following:

5.2.1 The commencement and completion of the Project pursuant to the terms of this Agreement.

5.2.2 The Redeveloper's compliance with the terms and conditions of this Agreement.

5.2.3 The Redeveloper's timely submission of information required for the City to comply with the reporting requirements of 65 ILCS 5/11-74.4-5(d) and (i).

5.4 Documentation of Redevelopment Project Costs and Jobs. The Redeveloper shall document Redevelopment Project Costs and Jobs to the reasonable satisfaction of the City by submitting the documents per the Requisition for Reimbursement form in **Schedule 4** (or as amended from time to time by the City) and attached hereto and incorporated hereunder.

5.6 Total Limitation. The City's obligation to pay the Reimbursement shall terminate upon the earlier of (i) the date that a total of Five Hundred Ninety-Two Thousand, Seven Hundred Thirty Three and 0/100ths Dollars (\$592,733) has been paid, or (ii) the ceasing of business operations as presented in **Schedule 1**, or (iii) or termination of the Redevelopment Plan and TIF District, or (iv) the occurrence of any act on the part of Redeveloper, or on the part of any person acting on behalf of the Redeveloper, constituting a default under this Agreement.

ARTICLE VI: REDEVELOPER & CITY COVENANTS AND RESTRICTIONS.

6.1 Project Subject to Redevelopment Plan and Agreement. The Redeveloper agrees to comply with the terms and conditions of this Agreement and to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in the Redevelopment Plan and this Agreement.

6.2 Project Time-Line and Conditions. The City and Redeveloper commit to the specific time-line, terms, and conditions as presented in **Schedule 3**.

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

6.4 Property Taxes. The Redeveloper covenants that it will pay all real estate taxes with respect to the Project and Project Site when due; and that it shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on the Project or Project Site, or any portion thereof, without first obtaining prior written approval of the City. Nothing herein shall be construed to prevent the Redeveloper from otherwise contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Revised Statutes, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes. Subject to the Redeveloper's right to contest, in the event that said real estate taxes are not paid within thirty (30) days of the date said taxes are due, the City may, at its option, pay said taxes. Any amounts paid by the City shall immediately become due from the Redeveloper, together with interest at the rate of 12% per annum. As of the date of such payment, the City shall have a lien against the Project for all amounts paid together with interest and all expenses incurred in the recovery of said amounts.

6.5 Form of Covenants and Restrictions. The covenants, uses and restrictions referred to in this Article 6, in the form of the Declaration of Covenants, Uses and Restrictions attached hereto as **Schedule 6**, shall be executed, and recorded with the Peoria County Recorder of Deeds on or before the date that the Redeveloper commences construction of the Project.

ARTICLE VII: REDEVELOPER INDEMNIFICATION OF CITY

So long as the Redeveloper or its successors or assignees maintain a direct ownership interest in the Project or Project Site or any part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), the Redeveloper and its successors and assignees agree to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person or persons, business, firm, partnership, limited liability company or corporation arising from (i) the Redeveloper's or its successors or assignees operation or management of the Project, or from any work of or thing done by the Redeveloper or its successors or assignees on the Project Site, or any work or activity of the Redeveloper or its successors or assignees connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper or its successors or assignees in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence of the Redeveloper or its successors, assignees or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper or its successors or assignees of any easements,

conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; or (v) any violation by the Redeveloper or its successors or assignees of state or federal securities law in connection with the offer and sale of interests in the Redeveloper his successors, assignees, its affiliates or any part of the Project (collectively, the “Claims”).

The Redeveloper and its successors and assignees agree to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper or its successors or assignees upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper and its successors and assignees shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article VII shall be binding on the Redeveloper and its successors and assignees only for such period as the Redeveloper and its successors and assignees maintain a direct ownership interest in the Project or Project Site or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project or Project Site or part thereof but the Redeveloper and its successors and assignees shall not be responsible under this Article VII for Claims caused by the gross negligence or willful misconduct of the City.

ARTICLE VIII: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer Prior to Completion. The Redeveloper shall not transfer the Project Site prior to completion of construction of the Project. Notwithstanding any prohibition on transfer contained in this Agreement, Merchants Bank of Indiana (the “Construction Lender”) or an affiliate or designee of the Construction Lender, shall be a permitted transferee of the Project Site in the event the Project Site is transferred in connection with a foreclosure sale, or a deed in lieu of foreclosure.

8.2 Transfer of Project and Project Site After Opening of the Project. After completion of construction of the Project and opening to the public of the Project, the rights and obligations of Redeveloper under this Agreement shall be fully assignable by the Redeveloper provided written notice is provided to the City and the City’s consent is obtained prior to such assignment. The City’s consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provide the assignee is financially capable of fulfilling the obligations of the Redeveloper. The fact that any assignee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and

excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City, of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer. Notwithstanding the foregoing, the City's consent shall not be required for (i) the transfer of investor member interests in the Owner or (ii) the removal and replacement of the managing member of the Owner, each in accordance with the Owner's Amended and Restated Operating Agreement.

8.3 Status of Assignee. Any assignee of the Redeveloper under the provisions hereof shall be considered the "Redeveloper" for all purposes of this Agreement.

8.4 No Release of Redeveloper. Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE IX: DEFAULT AND REMEDIES

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

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

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

9.2 Remedies of Default or Bankruptcy or Dissolution. In the case of an Event of Default or bankruptcy or dissolution by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default or bankruptcy or dissolution within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of Default or bankruptcy or dissolution shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or bankruptcy or dissolution, including but not limited to, proceedings to compel specific performance by the party in default of its obligations, and may pursue any and all other remedies available under the laws of the State of Illinois.

In case the City or Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights

hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

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

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

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

9.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the acquisition or preparation of the Project Site for Redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Redeveloper with respect to the acquisition or construction of the Project shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of

the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE X: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE XI: MISCELLANEOUS

11.1 Authorized Representatives.

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

11.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper

on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

11.2 Entire Agreement. The terms and conditions set forth in this Agreement, Schedules, and Exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper. This agreement however does not supersede any code requirements of regulating agencies.

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

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

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

11.6 Memorandum of Agreement. At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project Site in the form attached as Schedule 7.

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

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

To the City at:

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

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

With copies to:

Corporation Counsel
City of Peoria
419 Fulton, Room 403

Peoria, IL 61602

And, to the Redeveloper at:

[Brian McGeady]
MacArthur Senior Flats LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

With copies to:

Peoria Opportunities Foundation
512 E. Kansas St.
Peoria, IL 61603
Attn: Irina Riggenbach, Executive Director

And:

Applegate & Thorne-Thomsen P.C.
425 S. Financial Pl., Suite 1900
Chicago, IL 60605
Attn: Ryan Hatten

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

11.8 No Joint Venture, Agency or Partnership Created. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between and among such parties.

11.9 Limited Liability of City to Others for Redeveloper's Expenses. There shall be no obligation by the City to make payments to any other person or entity including any mortgage or lienholder than the Redeveloper, or its authorized designee, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to Redeveloper for this Project.

11.10 Subordination and Collateral Assignment. Notwithstanding anything to the contrary in this Agreement. City acknowledges and agrees that this Agreement may be collaterally assigned or subordinated to certain other mortgages procured in connection with the development of the Project.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF PEORIA

By: _____
Its City Manager

Attest: _____
Its City Clerk

ACCEPTED AS TO FORM:

By: _____
Its City Attorney

[Signature Page 1 of 2]

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

MACARTHUR SENIOR FLATS LLC,
an Illinois limited liability company

By: PHP MacArthur Senior Flats LLC,
an Illinois limited liability company,
its administrative managing member

By: Pivotal GP Holding LLC,
a Georgia limited liability company,
its sole member

By: _____
Name: Brian McGeady
Title: Authorized Signatory

PEORIA OPPORTUNITIES FOUNDATION,
an Illinois not-for-profit corporation

By: _____
Name: Irina Riegenbach
Its: Authorized Signatory

[Signature Page 2 of 2]

SCHEDULES:

- SCHEDULE 1 -** Project - Description, Project Costs, Renderings
- SCHEDULE 2 -** Project Site – Legal Description, Parcel Maps, Photos
- SCHEDULE 3 -** Project Timeline & Special Terms & Conditions
- SCHEDULE 4 -** Requisition for Reimbursement of Redevelopment Project Costs
- SCHEDULE 5 -** Equal Employment Opportunity
- SCHEDULE 6 -** Declaration of Covenants, Uses and Restrictions
- SCHEDULE 7 -** Memorandum of Agreement

SCHEDULE 1

PROJECT DESCRIPTION

Project Summary

New Construction: MacArthur Senior Flats will be a newly constructed development located in Peoria, IL, restricted to seniors 55 years and above, that will be built on 1.5 acres. The development will consist of a four-story elevator building with a community room and a small commercial space. The unit mix will consist of 41 one-bedroom units and 7 two-bedroom units. The development will include amenities that will keep residents active, including both a fitness and community room. All units will feature universal design features, an energy efficient design, and a comprehensive list of modern amenities. The proposed site includes ample parking for both residents and guests and is located across the street from a park and within a half mile of farmer's market, a community garden, shopping destinations, restaurants, public transit, daycare options and several religious institutions.

Project Costs

ITEM CODE & DESCRIPTION	LINE TOTALS	DIVISION TOTALS
DIVISION 1 - General Conditions		\$35,000
Weather Conditions	\$35,000	
DIVISION 2 - Site Construction		\$1,834,572
02050 Material Testing	By Owner	
02060 Surveying	\$19,700	
02071 Building Demolition	NA	
02210 Earthwork	\$824,997	
02511 Asphalt Paving	\$229,950	
02527 Site Concrete	in 02210	
02600 Site Utilities	\$698,675	
02831 Fences & Gates	In 05510	
02900 Landscaping	\$61,250	
DIVISION 3 - Concrete		\$62,500
03300 Concrete	in 02210	
03325 Gypsum Concrete Topping	\$62,500	
DIVISION 4 - Masonry		\$403,000
04202 Masonry	\$403,000	
DIVISION 5 - Metals		\$37,500
05510 Miscellaneous Metals	\$37,500	
DIVISION 6 - Wood & Plastics		\$1,795,356
06100 Rough Carpentry	\$1,425,639	
06200 Finish Carpentry	\$369,717	
DIVISION 7 - Thermal & Moisture Protection		\$714,793
07111 Waterproofing/Damproofing	\$11,640	
07195 Air Barriers	In 06100	
07210 Insulation Building	\$115,000	
07460 Cementitious Siding	\$391,632	

ITEM CODE & DESCRIPTION	LINE TOTALS	DIVISION TOTALS
07510 Membrane Roofing	\$196,521	
DIVISION 8 - Doors & Windows		\$370,150
08110 Doors, Frames & Hardware	\$187,138	
08520 Aluminum Windows	\$84,192	
08410 Exterior Glazing	\$63,060	
08715 Automatic Door Operators	\$35,760	
DIVISION 9 - Finishes		\$1,856,722
09252 Metal Stud & Drywall	\$1,169,846	
09310 Ceramic and Hard Tile	\$30,680	
09510 Acoustical Ceilings	In 09252	
09660 Carpet, Resilient Flooring and Base	\$234,096	
09695 Floor Preparation - Misc.	\$75,000	
09900 Painting & Wallcovering	\$347,100	
DIVISION 10 - Specialties		\$211,056
10430 Building / Exterior Signage	\$10,000	
10430 Directional Signage/Graphics	\$13,000	
10523 Fire Extinguishers & Cabinets	\$1,974	
10550 Postal Specialties	\$8,534	
10800 Toilet Accessories	\$37,849	
10916 Wire Closet Shelving	\$70,080	
10530 Awnings & Canopies	\$69,619	
DIVISION 11 - Equipment		\$150,671
11451 Residential Appliances	\$150,671	
DIVISION 12 - Furnishings		\$198,966
12350 Residential Cabinetry	\$126,009	
12530 Window Treatment	\$23,578	
12630 Countertops	\$49,379	
DIVISION 14 - Conveying Systems		\$180,500
14001 Elevators	\$150,500	

ITEM CODE & DESCRIPTION	LINE TOTALS	DIVISION TOTALS
14918 Trash and Laundry Chutes	\$30,000	
DIVISION 15 - Mechanical		\$2,095,092
15300 Fire Protection	\$165,092	
15400 Plumbing	\$885,000	
15500 H.V.A.C.	\$1,045,000	
DIVISION 16 - Electrical		\$1,426,700
16001 Electrical	\$1,426,700	
16700 Communications	In 16001	
16800 Security Systems	In 16001	
16700 Fire Alarm	In 16001	
TRADE SUB-TOTAL	\$11,372,577	
Subcontractor Default Insurance	\$0	
Permits & Fees Allowance	\$0	
Labor & Performance Bonds	\$0	
Insurance Program	\$0	
PROJECT SUB-TOTAL	\$11,372,577	
Builder's Risk Insurance	\$0	
PROJECT SUB-TOTAL	\$11,372,577	
Contingency	\$0	
PROJECT SUB-TOTAL	\$11,372,577	
Escalation	\$0	
PROJECT SUB-TOTAL	\$11,372,577	
General Conditions (6%)	\$682,355	
Overhead (2%)	\$227,452	
Fee (6%)	\$682,355	
PROJECT TOTAL	\$12,964,738	

Renderings



Concept Only

MacArthur Sr Flats - Peoria, IL - PID 12261 

SCHEDULE 2 A
PROJECT SITE (Legal Description)

Parcel 1:

THE WEST 26 FEET OF LOT 6, BLOCK 10, IN BERRIAN'S ADDITION, IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWNSHIP AND CITY OF PEORIA, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-002

COMMON ADDRESS: 920 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 2:

THE EAST 24 FEET OF LOT 6 IN BLOCK 10 OF BERRIAN'S ADDITION TO CITY OF PEORIA, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-003

COMMON ADDRESS: 918 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 3:

THE WEST 1/2 OF LOT 5, BLOCK 10 OF BERRIAN'S ADDITION, A PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-004

COMMON ADDRESS: 916 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 4:

THE EAST HALF (E 1/2) OF LOT 5, BLOCK 10 OF BERRIAN'S ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-005

COMMON ADDRESS: 914 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 5:

THE WEST 18.3 FEET OF LOT 4, BLOCK 10 OF BERRIAN'S ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-006

COMMON ADDRESS: 912 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 6:

THE EAST 31.7 FEET OF LOT 4, BLOCK 10 OF BERRIAN'S ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-007

COMMON ADDRESS: 910 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 7:

THE WEST HALF (W 1/2) OF LOT 3, IN BLOCK 10 OF BERRIAN'S ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, EXCEPT THE FOLLOWING TRACT OF LAND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF (W 1/2) OF SAID LOT 3; THENCE WEST 1 FOOT; THENCE SOUTH 14 FEET; THENCE WEST 1 FOOT; THENCE SOUTH 43.5 FEET; THENCE EAST 2 FEET; THENCE NORTH TO THE POINT OF BEGINNING; SITUATED IN PEORIA COUNTY, ILLINOIS.

PIN: 18-08-419-008

COMMON ADDRESS: 908 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 8:

THE EAST HALF (E 1/2) OF LOT 3, BLOCK 10 OF BERRIAN'S ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE

FOURTH PRINCIPAL MERIDIAN, ALSO A PART OF THE WEST HALF OF SAID LOT 3 MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF (W 1/2) OF SAID LOT 3, IN BLOCK 10; THENCE WEST 1 FOOT; THENCE SOUTH 14 FEET; THENCE WEST 1 FOOT; THENCE SOUTH 43.5 FEET; THENCE EAST 2 FEET; THENCE NORTH TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-009

COMMON ADDRESS: 906 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 9:

LOT 1 AND THE EAST 7 FEET OF LOT 2, BLOCK 10 OF BERRIAN'S ADDITION, ALSO THE WEST 43 FEET OF LOT 2, BLOCK 10 OF BERRIAN'S ADDITION, CITY OF PEORIA IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN PEORIA COUNTY, STATE OF ILLINOIS, EXCEPTING THEREFROM THAT PORTION OF LOT 1 DEDICATED FOR ROADWAY PURPOSES BY DOCUMENT NUMBER 2025012451, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER BEING THE POINT OF BEGINNING OF THE PROPOSED RIGHT-OF-WAY LINE TO BE DESCRIBED: FROM SAID POINT OF BEGINNING; THENCE ON THE SOUTH LINE OF SAID LOT 1 BEARING SOUTH 89 DEGREES 58 MINUTES 15 SECONDS WEST, A DISTANCE OF 8.70 FEET; THENCE LEAVING SAID SOUTH LINE BEARING NORTH 00 DEGREES 30 MINUTES 02 SECONDS EAST, A DISTANCE OF 141.99 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE ON SAID NORTH LINE BEARING NORTH 89 DEGREES 57 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.77 FEET TO THE EAST LINE OF SAID LOT 1; THENCE ON SAID EAST LINE BEARING SOUTH 00 DEGREES 31 MINUTES 34 SECONDS WEST, A DISTANCE OF 141.99 FEET TO SAID POINT OF BEGINNING.

PIN: 18-08-419-010 AND 18-08-419-011

COMMON ADDRESSES: 900 & 904 W JOHNSON STREET, PEORIA, ILLINOIS 61605

Parcel 10:

THE WEST HALF (W 1/2) OF LOT 12, BLOCK 10 OF BERRIAN'S ADDITION IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-08-419-018

COMMON ADDRESS: 911 W MCBEAN STREET, PEORIA, ILLINOIS 61605

Parcel 11:

THE EAST 1/2 OF LOT 12 ALL OF LOTS 13 AND 14 IN BLOCK 10, OF BERRIAN'S ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS. EXCEPTING THEREFROM THAT PART OF LOTS 14 AND 12 DEDICATED FOR ROADWAY PER DOCUMENT NUMBER 2025012451, DESCRIBED AS FOLLOWS: THAT PART OF LOT 14, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14, SAID CORNER BEING THE POINT OF BEGINNING OF THE PROPOSED RIGHT-OF-WAY LINE TO BE DESCRIBED:

FROM SAID POINT OF BEGINNING; THENCE ON THE SOUTH LINE OF SAID LOT 14 BEARING SOUTH 89 DEGREES 57 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.90 FEET; THENCE LEAVING SAID SOUTH LINE BEARING NORTH 48 DEGREES 00 MINUTES 49 SECONDS EAST, A DISTANCE OF 16.63 FEET; THENCE BEARING NORTH 00 DEGREES 30 MINUTES 02 SECONDS EAST, A DISTANCE OF 129.72 FEET TO THE NORTH LINE OF SAID LOT 14; THENCE ON SAID NORTH LINE BEARING NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST, A DISTANCE OF 8.70 FEET TO THE EAST LINE OF SAID LOT 1; THENCE ON SAID EAST LINE BEARING SOUTH 00 DEGREES 31 MINUTES 34 SECONDS WEST, A DISTANCE OF 140.84 FEET TO SAID POINT OF BEGINNING.

THAT PART OF LOT 12, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, SAID CORNER BEING THE POINT OF BEGINNING OF THE PROPOSED RIGHT-OF-WAY LINE TO BE DESCRIBED:

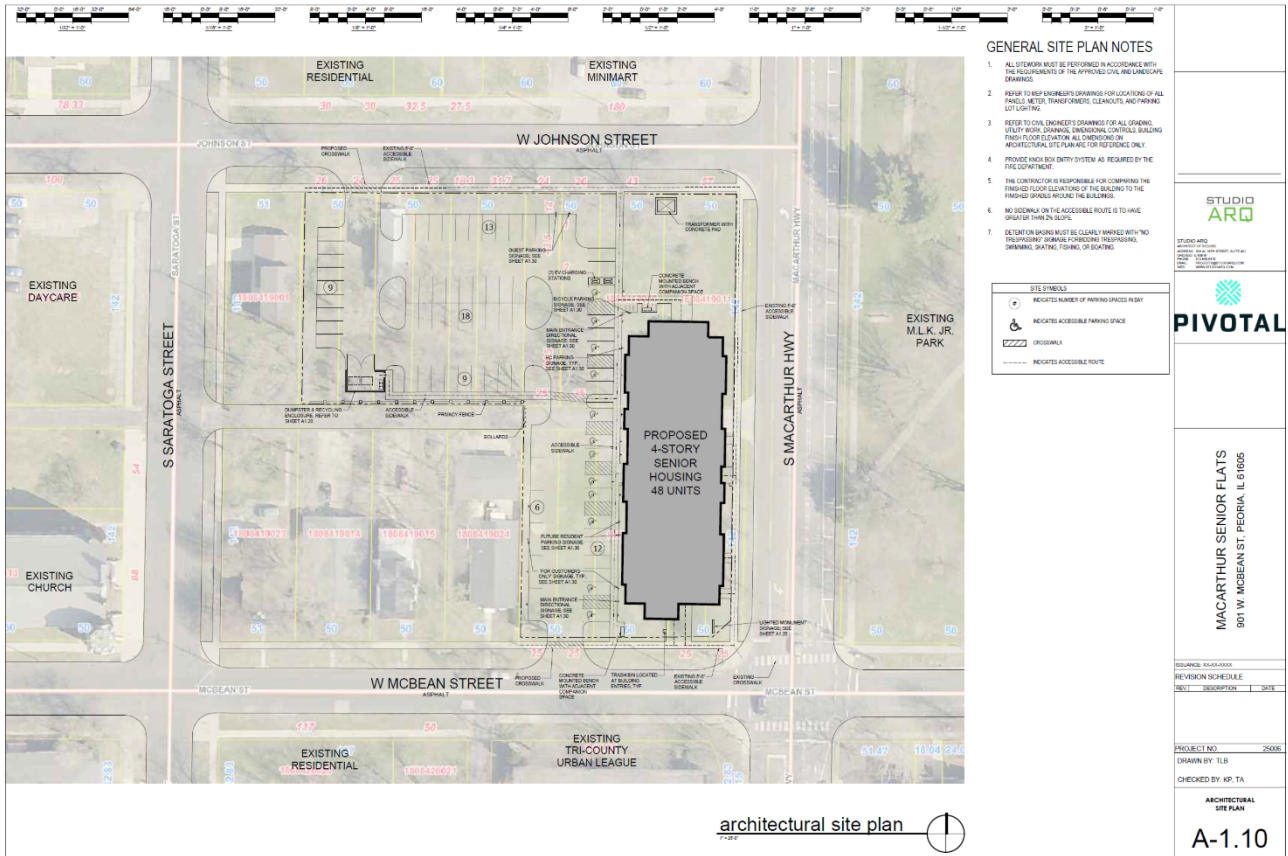
FROM SAID POINT OF BEGINNING; THENCE ON THE SOUTH LINE OF SAID LOT 12 BEARING SOUTH 89 DEGREES 33 MINUTES 08 SECONDS WEST, A DISTANCE OF 9.08 FEET; THENCE LEAVING SAID SOUTH LINE BEARING NORTH 00 DEGREES 27 MINUTES 30 SECONDS EAST, A DISTANCE OF 156.50 FEET TO THE NORTH LINE OF THE SOUTH HALF OF A VACATED ALLEY, PER DOCUMENT NUMBER 2009-035660; THENCE ON SAID NORTH LINE BEARING NORTH 89 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 9.08 FEET TO THE EAST LINE OF SAID LOT 12; THENCE ON SAID EAST LINE BEARING SOUTH 00 DEGREES 27 MINUTES 30 SECONDS WEST, A DISTANCE OF 156.43 FEET TO SAID POINT OF BEGINNING.

PIN: 18-08-419-019, 18-08-419-020, 18-08-419-021, AND 18-08-419-022

COMMON ADDRESSES: 901, 903, AND 909 W MCBEAN STREET, PEORIA, ILLINOIS 61605

SCHEDULE 2 B

PROJECT SITE (Parcel Map)



The map displays a grid of residential lots. Key streets include Johnson St, McBean St, Saratoga St, and MacArthur Hwy. The lots are outlined in red, and their dimensions are labeled in red. Parcel numbers are shown in blue. The map also includes a scale bar at the top and a north arrow.

Parcel Numbers and Dimensions:

- Top Row: 1808419001 (142' x 51'), 1808419010 (142' x 50'), 1808419011 (142' x 50')
- Middle Row: 1808419023 (142' x 51'), 1808419014 (50' x 50'), 1808419015 (50' x 50'), 1808419024 (50' x 50'), 1808419020 (50' x 50')
- Bottom Row: 1808420020 (42.83' x 117'), 1808420021 (42.83' x 50'), 1808430001 (71' x 51.47')

Street Names: Johnson St, McBean St, Saratoga St, MacArthur Hwy.

Scale: 1 inch = 100 feet.

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SCHEDULE 2 C

PROJECT SITE (Photos)





SCHEDULE 3 A

PROJECT TIMELINE

The Redeveloper will redevelop the Project in accordance with the Project Timeline below and according to the standards and schedules detailed in Article II. In the event the developer does not meet the Project Timeline, Redeveloper may request and obtain extensions, subject to the approval of the City Manager, or this Agreement will be terminated, subject to the provisions of Article IX. Approval of extensions shall not be unreasonably withheld and shall be given for causes outside of control of Redeveloper with evidence of cause provided to the City Manager prior to expiration of the estimated date as herein stated. Nothing herein stated prevents or prohibits the Redeveloper from completing the project before the expiration of the estimated dates as herein stated.

Activity	Completion	Estimated Date
Council Approval of Redevelopment Agreement		08/25/2026
Signing of Redevelopment Agreement	30 Days from Council Approval	09/25/2026
Submittal of Original Building/Site Plans		05/12/2026
Approval of Building/Site Plans	45 Days from Submittal	10/30/2026
City of Peoria Permit	0 days from approval of Building/Site Plans	10/30/2026
Completion of Construction	18 months from Permit	03/30/2028
Qualified occupancy	6 months from Completion of Construction	09/30/2028
Stabilized occupancy	4 months from QO	01/31/2029

SCHEDULE 3 B

PROJECT - SPECIAL TERMS & CONDITIONS

The following list of items include special terms and conditions unique to this Project and agreed upon by the City and Redeveloper.

1. The City agrees that it will convey the list of properties, more fully and legally described on Exhibit A, to Redeveloper or its successor, assign, or affiliate for said Project. The City agrees that it will donate the properties under the terms of the Letter of Intent dated March 3, 2025 for consideration of One Dollar (\$1.00). Given that Redeveloper received an award of low-income housing tax credits pursuant to its 2025 Application as of July 14, 2025, this Letter of Intent will not expire after a one (1) year period as previously contemplated.
2. As with all affordable housing developments in Peoria, all building permit fees associated with the project will be waived.

SCHEDULE 4

REQUISITION FOR REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

Peoria Opportunities Foundation, an Illinois not-for-profit corporation (“POF”) and MacArthur Senior Flats LLC, an Illinois limited liability company (the “Owner” and together with POF, the “Redeveloper”) request a payment for eligible expenses pursuant to a Redevelopment Agreement (“RDA”) between Redeveloper and City approved by City Council on August 25, 2026 and whose payment/s are to be validated by the City, and be made upon Redeveloper certifying the following, as needed:

Section 1 – Establishment of Redevelopment Project Cost (*one time validation*)

1. Redeveloper will provide proof of paid "Eligible Redevelopment Project Costs" of up to the amount of **\$ 592,733** as defined in the RDA and evidenced by either (please check a box):

- ☐ Sworn Statement of General Contractor and/or Subcontractors showing Total Actual Project Cost, Payments Made by Owner, Lien Waivers and Balances due Contractors.
- ☐ Summary Sheet of Total Actual Project Cost and a list of paid invoices organized in the order of the Budget shown in **Schedule 1 – Total Project Cost** of the RDA.

Section 2 – Annual Validation

1. Redeveloper states, for year it seeks reimbursement, they have paid in-full the property taxes from which the reimbursement payment is being drawn, as evidenced by a paid tax receipt from the County, or as otherwise validated by City staff. Annual reimbursement payment will be rendered by the City to Redeveloper on December 31st , but no later than 30 thereafter.
2. Redeveloper has presented the Project's Estimated and Actual numbers below:

Descriptions	Initial/Estimated in RDA	Actual	Difference
Project Cost/Investment			
Jobs Retained/Created			

Redeveloper: _____

Authorized Signature Print Name

Date: _____
Date of Request
Print Title

Please return to: City of Peoria - Economic Development Department
419 Fulton Street – Suite 207 - Peoria, IL 61602
economicdevelopment@peoriagov.org

----- *Staff has Validated the Information Above and Approves Finance Makes Reimbursement Payment for Year of* -----

Validated by Staff: _____ Validation Date: _____

SCHEDULE 5

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Redeveloper's noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Redeveloper may be declared not responsible and, therefore, ineligible for future contracts or subcontracts with the City of Peoria and such other sanctions or penalties may be imposed or remedies invoked as provided by ordinance.

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

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

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

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

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

During the performance of this contract, the Contractor agrees:

- (A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, place of birth, age, or a physical

and/or mental disability which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provisions of Peoria City Code, Chapter 17 and will require any subcontractor to submit to the City of Peoria a written commitment to comply with this division. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral, and selection of job applicants, prospective job applicants, members, or prospective contractors.

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

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

subcontractors; and further, it will promptly notify the EEO and/or FEHC to be non-responsive and therefore, ineligible for contracts or subcontracts with the City of Peoria.

- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a process including penalties ; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.
- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.

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

SCHEDULE 6

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

Prepared By:

Applegate & Thorne-
Thomsen
425 S. Financial Place,
Suite 1900
Chicago, IL 60605
Attn: Ryan Hatten

After recording return to:

Applegate & Thorne-
Thomsen
425 S. Financial Place, Suite
1900
Chicago, IL 60605
Attn: Ryan Hatten

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

MacArthur Senior Flats LLC (the "Declarant"), is the owner of certain real property located in the City of Peoria, the County of Peoria, the State of Illinois, more fully described in **Schedule 1** attached hereto and made a part hereof (the "Project Site").

The Declarant has entered into a Redevelopment Agreement (the "Agreement") dated August 25, 2026, with the City of Peoria ("City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site, which Project will further the Redevelopment of the **South Village Redevelopment Project Area** pursuant to the South Village District Tax Increment Redevelopment Plan (the "Plan") adopted by the City on **May 28, 2013**. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement; and for the purpose of enhancing and protecting the purposes of the Plan as aforementioned, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement and the terms, covenants, building and use restrictions, and conditions in the Plan.

2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state, or local laws or regulations upon basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part hereof.

3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Peoria. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors, and assigns shall give the City of Peoria fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until the earlier of (i) termination of the Plan or (ii) the completion of the project and the covenants provided in Section 2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

5. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 above, the City, the State of Illinois, and the United States of America.

6. Subject to Section 4 above, it is also intended and agreed that the foregoing covenants set forth in Sections 1 through 3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Section 5.

7. Failure by the City or, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

8. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

9. Covenants and restrictions of this declaration may be amended by the Declarant only by duly recording an instrument, executed, and acknowledged by the City.

Executed at _____, Ohio, on the date first above written.

MACARTHUR SENIOR FLATS LLC,
an Illinois limited liability company

By: PHP MacArthur Senior Flats LLC,
an Illinois limited liability company,
its administrative managing member

By: Pivotal GP Holding LLC,
a Georgia limited liability company,
its sole member

By: _____
Name: Brian McGeady
Title: Authorized Signatory

STATE OF OHIO)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Brian McGeady, personally known to me to be the Authorized Signor of Pivotal GP Holding LLC, a Georgia limited liability company (“Sole Member”), the sole member of PHP MacArthur Senior Flats LLC, an Illinois limited liability company (“Admin. Managing Member”), the administrative managing member of MacArthur Senior Flats LLC, an Illinois limited liability company (the “Owner”), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Authorized Signatory and as the free and voluntary act of the Owner, for the uses and purposes therein set forth; and on his respective oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notary seal this _____ day of _____, 2026.

Notary Public

SCHEDULE 7

MEMORANDUM OF AGREEMENT

Prepared By:
City of Peoria
419 Fulton, Room 403
Peoria, IL 61602

*After recording return
to:* Applegate & Thorne-
Thomsen

425 S. Financial Place,
Suite 1900
Chicago, IL 60605
Attn: Ryan Hatten

SCHEDULE 7

MEMORANDUM OF AGREEMENT

Peoria Opportunities Foundation, an Illinois not-for-profit corporation ("POF"), MacArthur Senior Flats LLC, an Illinois limited liability company (the "Owner" and together with POF, the "Redeveloper"), and the City of Peoria have entered into a Redevelopment Agreement dated as of August 25, 2026 ("Agreement") with respect to certain real property located in the City of Peoria, the County of Peoria, the State of Illinois, more fully described in **Schedule 1** attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to

certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

(Signature Page Follows)

Dated: August 25, 2026

CITY OF PEORIA

By: _____
Its City Manager

Attest: _____
Its City Clerk

ACCEPTED AS TO FORM:

By: _____
Its City Attorney

MACARTHUR SENIOR FLATS LLC,
an Illinois limited liability company

By: PHP MacArthur Senior Flats LLC,
an Illinois limited liability company,
its administrative managing member

By: Pivotal GP Holding LLC,
a Georgia limited liability company,
its sole member

By: _____
Name: Brian McGeady
Title: Authorized Signatory

PEORIA OPPORTUNITIES FOUNDATION,
an Illinois not-for-profit corporation

By: _____
Name: Irina Rikkenbach
Its: Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that [F. Patrick Urich and Stefanie Tarr,] personally known to me to be the City Manager and City Clerk, respectively, of the City of Peoria, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notary seal this ____ day of [_____, 2026].

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Brian McGeady, personally known to me to be the Authorized Signor of Pivotal GP Holding LLC, a Georgia limited liability company (“Sole Member”), the sole member of PHP MacArthur Senior Flats LLC, an Illinois limited liability company (“Admin. Managing Member”), the administrative managing member of MacArthur Senior Flats LLC, an Illinois limited liability company (the “Owner”), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Authorized Signatory and as the free and voluntary act of the Owner, for the uses and purposes therein set forth; and on his respective oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notary seal this ____ day of _____, 2026.

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Irina Riegenbach, personally known to me to be the Authorized Signatory of Peoria Opportunities Foundation, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Authorized Signatory, she signed and delivered the said instrument, pursuant to authority given by the board of directors of Peoria Opportunities Foundation as her free and voluntary act, and as the free and voluntary act and deed of Peoria Opportunities Foundation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

(SEAL)

Notary Public