



City of Peru



David R. Bartley
City Clerk

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AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JANUARY 15, 2024

RESIDENTS ARE WELCOME TO WATCH THE MEETINGS VIA FACEBOOK LIVE AT
(<https://www.facebook.com/peru.illinois>)
QUESTIONS CAN BE PRESENTED USING THE COMMENT FUNCTION OR EMAILED TO
DBARTLEY@PERU.IL.US

ROLL CALL

7:00 P.M.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PRESENTATION

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

REGULAR MINUTES OF JANUARY 2, 2023

COMMITTEE REPORTS

1. **FINANCE COMMITTEE**

DISBURSEMENTS for January 17, 2024

2. **PUBLIC SERVICES COMMITTEE**

3. **PUBLIC WORKS COMMITTEE**

Motion to approve a proposal from Midwest Testing in the amount of \$24,120.00 to complete borings for the North Trunk Line Sewer project.

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH ILSBDC AT STARVED ROCK COUNTRY ALLIANCE, INC.

RESOLUTION ACKNOWLEDGING AND APPROVING AN ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT FROM ABYGROUPS, INC. TO ABYPERU INC.

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN INDEFEASIBLE RIGHT OF USE AGREEMENT WITH GENESEO COMMUNICATION SERVICES, INC.

AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT (62.32+/-Acres, Plank Road, Peru, IL)

AN ORDINANCE AMENDING SECTION 70-282. – UNLAWFUL POSSESSION OF FIREARMS AND FIREARM AMMUNITION, OF THE CITY OF PERU CODE OF ORDINANCES

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND APPROVING THE APPROPRIATION OF FUNDS FOR IMPROVEMENTS TO U.S. ROUTE 6 THROUGH THE CITY OF PERU, ILLINOIS

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

Discuss and Authorize Execution of Community Defense Program Statement of Work with Dragos, Inc.

PETITIONS AND COMMUNICATIONS

MAYOR'S NOTES

PUBLIC COMMENT

CLOSED SESSION

ADJOURNMENT

CITY OF PERU REGULAR COUNCIL MEETING JANUARY 2, 2024

A regular meeting of the Peru City Council was called to order by Mayor Ken Kolowski in the Peru City Council Chambers on Tuesday, January 2, 2024, at 7:12 p.m.

City Clerk Dave Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno present; Mayor Kolowski present.

PUBLIC COMMENT

PRESENTATION

INUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

Mayor Kolowski presented the Regular Minutes of December 18, 2023, and the Special Meeting Minutes of December 27, 2023. Alderman Payton made a motion the minutes and report be received and placed on file. Alderman Tieman seconded the motion; motion carried.

FINANCE AND SAFETY COMMITTEE

Alderman Sapienza presented the following disbursements for payment on January 3, 2024:

<u>FUND NAME</u>	<u>TOTAL EXPENSES</u>
General Fund	\$2,702,501.50
Insurance Fund	130,938.23
Garbage Fund	75,791.10
MVP TIF	96,300.00
Utility Fund	353,444.52
Landfill Fund	2,148.31
Airport Fund	<u>48,863.55</u>
Total	\$3,668,279.75

Alderman Sapienza made a motion the disbursements be received, placed on file and the bills be paid in the usual manner. Alderman Tieman seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

PUBLIC SERVICES COMMITTEE

Police Chief Sarah Raymond announced the retirement of Officer Mark Credi on Thursday, January 4th after 26 years of service. Chief Raymond stated that Ofc. Credi worked as an officer for Peru throughout his career doing a "plethora of things" for the department and the city. Chief Raymond reported that Ofc. Credi began his career in law enforcement in 1989 as a 911 telecommunicator with the La Salle Police Department before becoming an officer with the Peru Police Department in September 1997. Chief Raymond went on to say that Ofc. Credi has done everything from firearms training for being a school resource officer early on to [emergency medical services], CPR instructor. Chief Raymond stated, "You name it, he's done it." and so wanted to acknowledge him and his services. Lt. Art Smith, who was in the

CITY OF PERU REGULAR COUNCIL MEETING JANUARY 2, 2024

police explorer program in high school when Credi was an instructor, stated he knew he wanted to go into law enforcement before joining, but the program was the “deciding factor.” Lt. Smith said Credi was a great asset to the department and will be greatly missed. Lt. Smith stated he looked up to him especially as a young officer in his career. Lt. Smith stated that what he recalled about Officer Credi in those programs is right away I noticed how he conducted himself. Lt. Smith stated Ofc. Credi showed great enthusiasm toward the field of law enforcement and could tell he had a passion for his career.

PUBLIC WORKS COMMITTEE

PSM/Fire Chief Jeff King reported that a laborer (street department) gave notice and asked for permission to approve a new hire.

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

Clerk Bartley presented the minutes of the December 20, 2023, Planning/Zoning Commission hearing on the petition of the City of Peru for annexation and zoning of territory pursuant to 65 ILCS 5/7-1-13. (FBW Family, LLC - 15.9± acres - part of PIN# 11-33-317-000). Alderman Tieman made a motion the minutes be received, placed on file and concur with the recommendation. Alderman Ballard seconded the motion; motion carried.

Clerk Bartley presented a proposed ordinance entitled:

ORDINANCE NO. 6829

AN ORDINANCE ANNEXING AND ZONING CERTAIN TERRITORY TO THE CITY OF PERU, ILLINOIS (FBW FAMILY, LLC - 15.9± acres - Part of PIN# 11-33-317-000)

Alderman Ballard made a motion the ordinance be adopted as written and read. Alderman Tieman seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O’Sadnick, Lukosus and Moreno voting aye; motion carried.

Clerk Bartley presented the minutes of the December 20, 2023, Planning/Zoning Commission hearing on the petition of the City of Peru for annexation and zoning of territory pursuant to 65 ILCS 5/7-1-13. (Guerrero – 215 LaSalle Road – 5.2± acres - PIN# 11-33-316-000). Alderman Payton made a motion the minutes be received, placed on file and concur with the recommendation. Alderman Edgcomb seconded the motion; motion carried.

Clerk Bartley presented a proposed ordinance entitled:

ORDINANCE NO. 3830

AN ORDINANCE ANNEXING AND ZONING CERTAIN TERRITORY TO THE CITY OF PERU, ILLINOIS (Guerrero - 215 LaSalle Road - 5.2± acres - PIN#11-33-316-000)

Alderman Edgcomb made a motion the ordinance be adopted as written and read. Alderman Payton seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O’Sadnick, Lukosus and Moreno voting aye; motion carried.

CITY OF PERU REGULAR COUNCIL MEETING JANUARY 2, 2024

PROCLAMATIONS

UNFINISHED BUSINESS

Alderman Lukosus made a motion to hire selected candidate for the position of Apprentice Lineman in the Electric Department. Alderman Sapienza seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

Alderman Sapienza made a motion to approve Downtown TIF Commercial Renovation Program application of Matthew Dalton and award grant funds in the amount of \$5,000 for TIF-eligible expenses at 2222 ½ 4th Street (PIN#17-17-333-003). Alderman O'Sadnick seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

Alderman Payton made a motion to approve Downtown TIF Commercial Renovation Program application of Matthew Dalton and award grant funds in the amount of \$4,919.93 for TIF-eligible expenses at 2222 4th Street (PIN#17-17-333-002). Alderman Edgcomb seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

Alderman Edgcomb made a motion to approve Downtown TIF Commercial Renovation Program application of Premier Properties and award grant funds in the amount of \$2,000 for TIF-eligible expenses at 350 5th Street (PIN#17-16-428-001). Alderman Payton seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

MAYOR'S NOTES

Mayor Kolowski reported that January 1st will be the 91st Anniversary of the Peru CSO.

Chief Raymond thanked all who helped with the Blue and Red Christmas acknowledging Blake Frund, Jeri Etscheid, Michelle Wagner and Matt and Tabitha & Matt Peters.

PUBLIC COMMENT

CLOSED SESSION

ADJOURNMENT

Alderman Lukosus made a motion that the meeting be adjourned. Alderman O'Sadnick seconded the motion and motion carried. The meeting was adjourned at 7:26.

RESOLUTION NO. 2024- _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF AGREEMENT WITH ILSBDC AT
STARVED ROCK COUNTRY ALLIANCE, INC.**

WHEREAS, the City of Peru, Illinois (hereinafter “City”), is a home rule unit of local government under the Illinois Constitution of 1970 and, under such authority, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate and promote public health, safety, and welfare; and

WHEREAS, Starved Rock Country Alliance, Inc. is an Illinois Not-For-Profit Corporation that operates an Illinois Small Business Development Center (“ILSBDC”), and offers expertise and experience in local, regional and statewide collaboration, economic development, startup and small business growth, capital investment and lending, public-private cooperation, commercial real estate, innovative education and training; and

WHEREAS, ILSBDC at Starved Rock Country Alliance desires to cooperate with the City to host and facilitate activities related to the establishment of new commercial enterprises and small businesses in the City and surrounding areas pursuant to a Memorandum of Agreement, a copy of which is attached hereto; and

WHEREAS, the City Council finds and determines that the execution of the Memorandum of Agreement with ILSBDC at Starved Rock Country Alliance is a matter pertaining to the government and affairs of the City, is for a proper public purpose, is in the best interest of the City, and promotes the general welfare of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:

SECTION 1: The City Council finds as fact the recitals contained in the preamble to this Resolution, and hereby incorporates them herein by reference.

SECTION 2: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute the Memorandum of Agreement with ILSBDC at Starved Rock Country Alliance, a copy of which is attached hereto.

SECTION 3: This Resolution shall become effective immediately from and after passage and approval.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 15th day of January, 2024.

APPROVED: January 15, 2024

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley
City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ballard			
Tieman			
Payton			
Edgcomb			
O'Sadnick			
Sapienza			
Lukosus			
Moreno			

Memorandum of Agreement

This Memorandum of Agreement is made and entered into on this 2nd day of January 2024 by and between:

City of Peru, 1901 4th St, Peru IL 61354 and the ILSBDC at Starved Rock Country Alliance with Starved Rock Country Alliance as administrator, 613 W Marquette, Ottawa, IL 61350

PURPOSE AND SCOPE

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration regarding the ILSBDC at Starved Rock Country Alliance.

Specifically, both parties will cooperate to host and facilitate activities related to the establishment of new commercial enterprises and small businesses in Peru, Bureau and LaSalle Counties and the surrounding areas.

Both parties see the benefits of this collaboration and have determined that each brings unique resources necessary to accomplish the objectives outlined above.

1. The Starved Rock Country Alliance - ILSBDC at Starved Rock Country Alliance offers expertise and experience in the following areas: local, regional, and statewide collaboration, economic development, startup and small business growth, capital investment and lending, public-private cooperation, commercial real estate, innovative education and training.

Peru has unique assets, expertise, and experience in serving the public in the City of Peru and LaSalle County and the surrounding area with access to information resources, accessible meeting space, and working relationships with community government and businesses.

2. The SBDC shall undertake the following activities under this MOA:

- One-to-one consultation regarding the establishment of new businesses. Topics will include legal, financial, ethical, and regulatory matters (e.g., health, environment, civil rights, zoning) as well as topics ranging from planning, product and service development to management, personnel, marketing, networking, information technology, quality control, customer relations and other issues.

- This consultation will be regularly scheduled each week between 9 am and 5pm at the City of Peru office or by appointment at other times.
- Training, educational, and promotional events developed in collaboration with the City of Peru, local government and private sector organizations serving the Starved Rock Country region.

3. As part of its matching support for the SBDC mission, the City of Peru shall undertake the following activities:

- Provide access to private, one-to-one meeting space one day per week.
- Provide normal office support services ranging from internet access to document copying.
- Facilitate, collaborate and/or co-host training activities and small business education events in LaSalle County and the Starved Rock Country region.
- When appropriate, publicize the availability of SBDC services in internal City of Peru communications and community media.
- The parties to this MOA agree that the value of this meeting space is to be provided in-kind to support the work of the SBDC.

TERMS AND CONDITIONS

It is mutually understood and agreed by and between the parties that:

Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives, and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions related to its participation under this Memorandum of Agreement, and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, employees and independent contractors. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOA, and obtain, keep in force and maintain, insurance or equivalent

programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.

For accounting and reporting purposes, the value of the meeting space provided through this MOA is estimated to be \$300 per month or \$3,600 per year. This agreement period shall be from January 1, 2024 through December 31, 2024 with a total In-Kind value of \$3,600.

Whenever possible, the City of Peru will be offered the opportunity to co-host SBDC events throughout the Starved Rock Country region. The SBDC will publicly acknowledge and promote the mission of the Starved Rock Country Alliance.

This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

This MOA may be terminated by either party with 30-day notice and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

The parties shall each be solely responsible for any and all costs associated with their responsibilities under this MOA.

EFFECTIVE DATE AND SIGNATURE

The parties indicate agreement with this Memorandum of Agreement by their signatures below. This Memorandum of Agreement shall be effective upon the date of the last party to sign.

January 2, 2024

Everett Solon, Chairman
Starved Rock Country Alliance

DATE

Ken Kolowski, Mayor
City of Peru, IL

DATE

ORDINANCE NO. _____

**RESOLUTION ACKNOWLEDGING AND APPROVING
AN ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT
FROM ABYGROUPS, INC. TO ABYPERU INC.**

(Sale of 1839-1841 May Road | PINs: 11-32-404-001 & 11-32-404-005 | 3.81± acres)

WHEREAS, the City of Peru, Illinois ("City") is a home rule municipality pursuant to the provisions of Article VII, Section 6, of the 1970 Constitution of the State of Illinois, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on May 22, 2023, the City Council duly passed and adopted Ordinance No. 6768, entitled: "AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT WITH ABYGROUPS, INC. FOR THE SALE OF MUNICIPAL PROPERTY"; and

WHEREAS, following execution of the Purchase Agreement, on September 11, 2023; the City Council duly passed and adopted Resolution No. 2023-19, entitled: "A RESOLUTION AUTHORIZING EXECUTION OF FIRST AMENDMENT TO PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF PERU AND ABYGROUPS, INC."; and

WHEREAS, under said Purchase Agreement, as amended, ABYGROUPS, INC. has the right to assign the Purchase Contract at any time prior to closing to any company owned or controlled by the principal owner; and

WHEREAS, ABYGROUPS, INC. has waived due diligence and desires to assign the Purchase Agreement to ABYPERU INC. and proceed to closing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:

SECTION 1: The City Council finds as facts the recitals hereinbefore set forth and incorporates them as if fully restated herein.

SECTION 2: The City Council hereby acknowledges and approves the Assignment and Assumption of Purchase Agreement from ABYGROUPS, INC. to ABYPERU INC. as it relates to the City's sale of property commonly known as 1839-1841 May Road (now 1843 May Road), in the City of Peru, Illinois (PINs: 11-32-404-001 & 11-32-404-005).

SECTION 3: This Resolution shall be effective immediately from and after its passage and approval.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with ____ voting aye, ____ voting nay, ____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 15th day of January, 2024.

APPROVED: January 15, 2024

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley
City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ballard			
Tieman			
Payton			
Edgcomb			
O'Sadnick			
Sapienza			
Lukosus			
Moreno			

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION
OF AN INDEFEASIBLE RIGHT OF USE AGREEMENT WITH
GENESEO COMMUNICATION SERVICES, INC.**

WHEREAS, the City of Peru, Illinois ("City") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns certain fiber-optic network infrastructure, which the City Council finds and determines is underutilized; and

WHEREAS, the City believes that it is in its best interest to encourage the construction of a fiber-to-the-premises ("FTTP") network within the City of Peru in order to promote economic development, increase options and access to high-speed internet service, and to enhance the overall quality of life for its residents; and

WHEREAS, Geneseo Communications Services, Inc. ("GCSI") is an Illinois corporation engaged in the business of owning and operating fiber optic infrastructure and related systems for the commercial purpose of providing high-speed internet services to its customers; and

WHEREAS, GCSI has expressed an interest and desire to construct a buried FTTP network making up to 10 gigabit symmetrical (upload/download) internet service available, initially, to every home and business in the City located north of Shooting Park Road, and to open a local retail and customer service office in the City of Peru, all of which at no cost to the City (the "Project"); and

WHEREAS, in furtherance of the Project, the City and GCSI have negotiated and desire to enter into an Indefeasible Right of Use Agreement ("IRU Agreement") which provides, among other things, that City will grant GCSI with an IRU of one buffer tube (12 strands) of the City's underutilized fiber over a portion of the City's existing fiber network pursuant to the terms, conditions, and obligations set forth therein; and

WHEREAS, The City Council finds and determines that it is in the best interests of the City to enter into the IRU Agreement with GCSI.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:**

SECTION 1: The City Council finds as fact the recitals contained in the preamble to this Ordinance and hereby incorporates them herein by reference.

SECTION 2: The IRU Agreement, a copy of which shall be attached to this Ordinance, is hereby approved. The Mayor, for and on behalf of the City, is hereby authorized and directed to execute, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the IRU Agreement. The Mayor and City Clerk are further authorized to execute any supplemental documents or exhibits necessary or needful to consummate the IRU Agreement pursuant to this Ordinance, including the Right-Of-Way Use Agreement attached thereto as “Exhibit G.”.

SECTION 3: This Ordinance shall be effective immediately from and after its passage and approval according to law.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 15th day of January, 2024.

APPROVED: January 15, 2024

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley
City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ballard			
Tieman			
Payton			
Edgcomb			
O’Sadnick			
Sapienza			
Lukosus			
Moreno			

**CITY OF PERU,
COUNTY OF LA SALLE,
STATE OF ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING
A REAL ESTATE PURCHASE AGREEMENT
(62.32+/-Acres, Plank Road, Peru, IL)**

Date Passed: January 15, 2024

Date Posted: January 15, 2024

**DO NOT REMOVE FOR 10-DAYS
FROM DATE OF POSTING**

**CITY OF PERU,
COUNTY OF LA SALLE,
STATE OF ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT
(62.32+/- Acres, Plank Road, Peru, IL)**

WHEREAS, the City of Peru (the “City”) is an Illinois home-rule unit of government and, pursuant to Article 7 Section 6(a) of the 1970 Constitution of the State of Illinois, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapman Family Limited Partnership, an Illinois limited partnership, is the owner of certain real estate, consisting of approximately 62.32 +/- Acres, located on Plank Road, in the City of Peru, Illinois, legally described on the attached Exhibit A, (“Subject Property”) having a permanent index number of 17-06-410-000; and

WHEREAS, the Subject Property is directly East and adjacent to the City’s Regional Airport; and

WHEREAS, the Legal Owner has agreed to convey the entire interest of said real estate to the City, pursuant to the terms of a Real Estate Purchase Agreement; and

WHEREAS, the City desires to enter into a Real Estate Purchase Agreement regarding the Subject Property; and

WHEREAS, said parcel is located within the boundary of the Peru Industrial Park Tax Increment Financing District; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, and the TIF Act of Illinois, the City is authorized to acquire real property; and

WHEREAS, entering into the Real Estate Purchase Agreement by the City is a matter pertaining to the government and affairs of the City, is for a proper public purpose, is in the best interest of the City and promotes the general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE CITY OF PERU, LASALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The City Council of the City finds as facts the recitals hereinbefore set forth and incorporates them herein.

SECTION 2: Approval. The City Council hereby approves entering into the Real Estate Purchase Agreement (“Agreement”) in the same or substantially similar form as that attached hereto as *Exhibit A*, subject to execution by all required signatories.

SECTION 3: Authorization. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to execute and attest to the Agreement, and to perform any acts and deeds necessary to effect and fulfill the terms of the Agreement.

SECTION 4: Effective Date. This Ordinance is adopted pursuant to the home-rule authority of the City and shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

[Remainder of Page Left Blank.]

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, a Home-Rule Municipality, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski not voting, which meeting was held on the 15th day of January, A.D., 2024.

APPROVED: January 15, 2024

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley, Jr., City Clerk

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSENT
Jeff Ballard			
Bob Tieman			
Tom Payton			
Jason Edgcomb			
Rick O'Sadnick			
Mike Sapienza			
Jim Lukosus			
Andy Moreno			
Mayor, Ken Kolowski			
TOTAL VOTES:			

Exhibits to Ordinance No. _____:

Exhibit A – Real Estate Purchase Agreement

(Chapman Family Limited Partnership to City of Peru)

REAL ESTATE PURCHASE AGREEMENT
Chapman Limited Family Partnership – City of Peru, Illinois

1. **PREMISES.** The undersigned, Chapman Family Limited Partnership, an Illinois limited partnership of 3000 Independence Drive, Peru, Illinois 61354 (hereinafter, "Seller"), agrees to sell and convey to Buyer by good and sufficient Warranty Deed, and the undersigned, City of Peru, an Illinois home rule municipal corporation (hereinafter, "Purchaser") agrees to purchase from Seller, the real estate described as follows:

Part of the Southeast Quarter of Section 6, Township 33 North, Range 1 East of the Third Principal Meridian, LaSalle County, Illinois, described as follows:

Beginning at the Northeast Corner of Lot 5 in Chapman Air Park First Addition;

Thence Westerly along the North Line of Lots 5 and 4 in said Chapman Air Park First Addition to the Northeast Corner of Lot 3 in Chapman Air Park First Addition;

Thence Westerly along the North Line of Lots 3, 2 and 1 in said Chapman Air Park Second Addition to the Northwest Corner of said Lot 1, said Point also being on the East Line of the Illinois Valley Regional Airport Property;

Thence Northerly and Westerly along the boundary of said Illinois Valley Regional Airport Property for 5 courses to the Westerly Right-of-Way Line of Plank Road;

Thence Southwesterly along the Westerly Right-of-Way Line of said Plank Road to the Westerly Right-of-Way Line of Ed Urban Drive;

Thence Southerly along the Westerly Right-of-Way Line of Said Ed Urban Drive to the Point of Beginning.

Address: Plank Road, Peru, Illinois 61354

PIN: 17-06-410-000 (62.32± acres) (hereinafter, "Premises")

Annexation Plat: See Attached Exhibit A

2. **PURCHASE PRICE/EARNEST MONEY:** Purchaser agrees to pay Seller the sum of Two Million Dollars (\$2,000,000.00) for the Premises, of which Purchaser shall deposit Five Thousand Dollars (\$5,000.00) (the "Escrow Deposit") upon execution of this Real Estate Purchase Agreement (hereinafter, the "Agreement") to be held in escrow with such Escrow Agent as determined by the Parties. Purchaser's Escrow Deposit shall be fully creditable to Purchaser at closing and shall be fully refundable to Purchaser until the expiration of the Due Diligence Period.

3. **DUE DILLIGENCE PERIOD.** Purchaser shall have a period of One Hundred Twenty (120) days following execution of this Agreement in which to conduct any and all due diligence concerning the physical condition of the Premises (the "Due Diligence Period"). Seller agrees to provide copies of all reports, surveys, and similar materials related to the Premises in its possession or control within three (3) days after execution of this Agreement, including any environmental reports, surveys, title policies, service contracts, any third-party reports pertaining to the Premises, and copies of the most recent tax bills. Should Purchaser decide not to proceed, Purchaser may terminate this Agreement at any time prior to the end of the Due Diligence Period,

Purchaser's Deposit shall be returned to Purchaser, and the Parties shall have no further obligation to the other. Upon the expiration of the Due Diligence Period, Purchaser's Deposits shall be non-refundable except upon default of Seller for its failure to deliver the required materials at closing.

4. **DELIVERY OF DEED AND CLOSING DOCUMENTS.** At Closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed (the "Deed") (or other appropriate deed if title is in trust or in an estate), with release of homestead rights and in form required by Seller, subject to the following, if any: covenants, conditions and restrictions and other exceptions of record (other than exceptions relating to Seller's existing financing (if any); any leases ("Leases") pertaining to the Premises and rights of tenants thereunder (if any), private, public and utility easements; roads and highways; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; any matters that would be shown by an ALTA survey of the Property, including but not limited to, encroachments, and general real estate taxes which are not yet due and payable, and those other Permitted Exceptions (defined below) set forth in Section 7 herein.

5. **CLOSING DATE.** The closing shall occur not later than thirty (30) days after the expiration of the Due Diligence Period or such other date as mutually agreed to by both Purchaser and Seller (the "Closing Date").

6. **POSSESSION.** Seller shall surrender possession of the Premises to Purchaser on the Closing Date, subject to the Lease(s), if any, existing as of the date of this Agreement, and the Permitted Exceptions.

7. **TITLE EVIDENCE.** The Seller shall deliver to Purchaser, at Seller's expense, not less than five (5) days prior to the Closing Date, a title commitment for an owners title insurance policy in the amount of the purchase price brought down to date showing merchantable title in the Seller, subject only to the general exceptions contained in the policy, title exceptions or defects pertaining to liens or encumbrances of a definite and ascertainable amount which may be removed by the payment of money at or before the time of the Closing (all of which are hereinafter referred to as the "Permitted Exceptions"). At the Closing, Seller shall furnish Buyer an Affidavit of Title in customary form covering the date of Closing.

If the title commitment discloses either unpermitted exceptions or defects or survey matters that render the title unmarketable, (hereinafter "survey defects") Seller shall have ten (10) days from the date of delivery thereof to have the exceptions removed from the commitment, or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions of survey defects, and, in such event, the time of closing shall be ten (10) days after delivery of the commitment for title insurance or the time expressly specified herein, whichever is later. If the Seller shall fail to have exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within ten (10) days after the expiration of the ten

(10) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further action by the parties and Purchaser shall be entitled to a return of all monies paid hereunder.

8. **REAL ESTATE TAX PRORATION / CROP SHARE LEASE PAYMENT.**

Purchaser has the right, during the Due Diligence Period, to not proceed to closing for any reason. However, if Purchaser completes the purchase, the 2023 real estate taxes, payable in 2024, shall be paid by Seller and Purchaser shall pay the 2024 real estate taxes, payable in 2025. Purchaser shall also be entitled to the landowner's portion of the 2024 crop share lease payment.

9. **INSPECTIONS AND WARRANTIES.** Purchaser shall be permitted reasonable inspections of the Premises prior to closing. A final inspection of the Premises shall be made, if requested, within five (5) days prior to the Closing Date. The Premises is being sold and accepted in "AS IS" condition. The covenants and warranties of this Contract shall survive the closing.

10. **BROKER/AGENCY/OWNER-LICENSEE DISCLOSURE.** Seller represents and warrants to Purchaser that no auctioneer, agent or broker, was involved in showing, submitting or selling the Premises to Purchaser. Seller agrees to indemnify and hold Purchaser harmless and defend Purchaser from any claim relating to Seller's sale of the Premises asserted against the Purchaser. The provisions of this Section 10 shall survive the closing.

11. **NOTICE.** All notices required to be given hereunder shall be in writing and delivered to the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient.

12. **AUTHORIZATION / BINDING AGREEMENT.** The execution, delivery and performance of this Real Estate Purchase Agreement has been duly and validly authorized by all necessary action on the part of the Seller's limited partners. This Agreement is a legal, valid, and binding agreement, obligation and undertaking of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

13. **ENFORCEABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any provision hereof.

14. **DEFAULT.** If this Agreement is breached or unable to be performed by Seller, then at the Purchaser's option, after notice of such breach to the Seller, Purchaser may (i) proceed to Closing notwithstanding Seller's failure to perform all of the Seller's obligations, without waiving any other remedies for Seller's nonperformance, or (ii) choose to have the earnest money returned to Purchaser. If this Agreement is breached or unable to be performed by Purchaser, at

Seller's option, the earnest money shall be forfeited to Seller as liquidated damages, as partial reimbursement for actual damages incurred. The foregoing remedies are not intended to be exclusive, and the parties shall have the additional right to all other lawful remedies, including specific performance. Damages are not limited to the amount in escrow. In the event of any breach of this Agreement, the breaching party shall pay on demand any reasonable attorney fees incurred by the other party as a result of a breach of this Agreement.

15. **CONDITION PRECEDENT.** Purchaser's execution of this Agreement shall not be binding and effective until formally approved by the City Council of the City of Peru.

16. **CLOSING COSTS.** Purchaser and Seller agree to each pay their own respective customary closing costs and attorney fees.

17. **RISK OF LOSS.** The parties expressly agree that the risk of loss shall remain with the Seller until the date of closing. In the event that, prior to closing, the subject premises will be destroyed by fire or other casualty to the extent that the costs of repair thereof exceeds Ten percent (10%) of the purchase price set forth herein; or in the event any portion of the subject premises shall be taken by governmental action to condemnation, then at the option of either party hereto, this Agreement shall be declared null and void, and the Purchaser shall be entitled to a return of all monies paid hereunder.

18. **ENTIRE AGREEMENT.** This Agreement can not be changed or modified orally. Any change in or modification of this Agreement must be in writing and signed by the parties hereto. This Agreement constitutes the entire understanding between the parties as to the subject matter herein and mergers and supersedes all prior agreements between them. Any ambiguities in this Agreement will not be strictly construed against the drafter of the language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of signing this Agreement.

19. **SURVIVAL OF WARRANTIES.** The covenants and warranties of this Agreement shall survive the closing.

20. **PARTIAL INVALIDITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding, or action shall be strictly construed and shall not affect the validity or affect any other provision hereof.

21. **CONDITION OF PROPERTY.** Seller certifies that they have received no notice of any ordinance's violation from any Federal nor State Government entities. Seller also represents and warrants to the best of its knowledge, no notice of any of the following:

- a. Right or claims of parties in possession not shown by the public record, other than the Purchaser and the current house and farm leases.

- b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title, that would be disclosed by an accurate and complete land survey of the land.
- c. Easements or claims of easement not shown by public records.
- d. Any lien, or right to lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
- e. Actions, suits, claims or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority against or affecting the Property.
- f. Any notice of violation from any state, municipal or county government or agency relating to the Property.
- g. There exists no contracts, licenses or other instruments affecting the Property, the maintenance or operation of the Property, any personal property located on the Property, the performance of services on the Property or the use and operation of the Property, except as expressly disclosed in the Title Commitment.
- h. Underground storage tanks, environmental contamination, or disposal of hazardous substances or wastes on, under, or at the Property.

22. **DISCLOSURE.** Seller and Purchaser agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (i) Real Estate Settlement Procedures Act of 1974; (ii) Internal Revenue Service Form 1099S; (iii) Section 1445 of the Internal Revenue Code as amended (which relates to tax reporting bases upon the citizenship status of Seller); (iv) a mutually agreeable summary or closing statement of the closing transaction, and (v) all laws, statutes, ordinances, rules and regulations applicable to transaction.

23. **TIME IS OF THE ESSENCE.** The time for performance of the obligations of the parties is of the essence of this Agreement.

24. **FURTHER ASSURANCES.** The parties hereto agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further actions before or after the Closing Date as shall be necessary or desirable in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement.

26. **FACSIMILE/ELECTRONIC SIGNATURES.** A copy of this Agreement transmitted by fax machine or by electronic means, and a copy bearing a facsimile or electronic signature by or on behalf of the parties hereto shall have the same force and effect as a counterpart bearing original signatures.

DATE: December _____, 2023

SELLER:	PURCHASER:
CHAPMAN FAMILY LIMITED PARTNERSHIP, an Illinois limited Partnership	CITY OF PERU, an Illinois home rule municipal corporation
BY: _____ Judith Chapman	BY: _____ Ken Kolowski, Mayor
BY: _____ William Chapman	ATTEST: _____ David R. Bartley, City Clerk
<u>Address for Notice:</u> Chapman Family Limited Partnership 3000 Independence Drive Peru, IL 61354	<u>Address for Notice:</u> City of Peru ATTN: City Clerk 1901 Fourth Street Peru, Illinois 61354
<i>With a copy to:</i> <u>Attorney for Seller:</u> Atty. Jonathan Brandt Duncan & Brandt, P.C. 1800 – 4 th Street Peru, Illinois 61354	<i>With a copy to:</i> <u>Attorney for Purchaser:</u> Atty. Herbert J. Klein Jacob & Klein, Ltd. 925 Shooting Park Rd, Ste. A Peru, Illinois 61354

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 70-282. – UNLAWFUL POSSESSION OF FIREARMS AND FIREARM AMMUNITION, OF THE CITY OF PERU CODE OF ORDINANCES

WHEREAS, the City of Peru (“City”) is an Illinois home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970, and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the corporate authorities of the City have determined that it is advisable and in the best interest of public health, safety, and to amend Section 70-282. – Unlawful possession of firearms and firearm ammunition, of the City of Peru Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, 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: Amendment. Chapter 70 – OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE VI – WEAPONS, Sec. 70-282. – Unlawful possession of firearms and firearm ammunition, of the City of Peru Code of Ordinances shall be and is hereby amended to read as follows:

Chapter 70 – OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE VI. - WEAPONS

Sec. 70-282. - Unlawful possession of firearms and firearm ammunition.

(a) A person commits the offense of unlawful possession of firearms or firearm ammunition when he:

- (1) Is under 18 years of age and has in his possession any firearm of a size which may be concealed upon the person; or
- (2) Is under 21 years of age, has been convicted of a misdemeanor other than a traffic offense or adjudged delinquent and has any firearms or firearm ammunition in his possession; or
- (3) Is a narcotic addict and has any firearms or firearm ammunition in his possession; or
- (4) Has been a patient in a mental hospital within the past five years and has any firearms or firearm ammunition in his possession. For purposes of this paragraph (4):

“Mental Institution” means any hospital, institution, clinic, evaluation facility, mental health center, or part thereof, which is used primarily for the care or treatment of persons with mental illness.

"Patient in a mental institution" means the person was admitted, either voluntarily or involuntarily, to a mental institution for mental health treatment, unless

the treatment was voluntary and solely for an alcohol abuse disorder and no other secondary substance abuse disorder or mental illness; or

(5) Is a person with an intellectual disability and has any firearms or firearm ammunition in his possession; or

(6) Has in his possession any explosive bullet. For purposes of this paragraph (6):

“Explosive bullet” means the projectile portion of an ammunition cartridge which contains or carries an explosive charge which will explode upon contact with the flesh of a human or an animal.

"Cartridge" means a tubular metal case having a projectile affixed at the front thereof and a cap or primer at the rear end thereof, with the propellant contained in such tube between the projectile and the cap.

(b) Nothing in paragraph (1) of subsection (a) of this Section prohibits a person under 18 years of age from participating in any lawful recreational activity with a firearm such as, but not limited to, practice shooting at targets upon established public or private target ranges or hunting, trapping, or fishing in accordance with the Wildlife Code or the Fish and Aquatic Life Code.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 15th day of January, 2024.

APPROVED: January 15, 2024

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley
City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ballard			
Tieman			
Payton			
Edgcomb			
O'Sadnick			
Sapienza			
Lukosus			
Moreno			

RESOLUTION NO. 2024- _____

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND
APPROVING THE APPROPRIATION OF FUNDS FOR IMPROVEMENTS
TO U.S. ROUTE 6 THROUGH THE CITY OF PERU, ILLINOIS**

WHEREAS, the City of Peru, Illinois (hereinafter, “City”), is a home rule unit of government and pursuant to Article 7, Section 6(a), of the 1970 Constitution of the State of Illinois, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has negotiated an intergovernmental agreement (JN323004; hereinafter, “Agreement”) with the State of Illinois through its Department of Transportation (hereinafter, “State”) by which both parties are to participate in sharing costs for resurfacing with ADA and signal improvements to that portion of U.S. Route 6 (also referred to as 4th Street and 5th Street at various locations within the City) within the corporate limits of the City (hereinafter, the “Project”); and

WHEREAS, the Project is identified under FAU 6088 and FAP 623 (US 6), Section (32,33,34,X)SW,RS-6, Job No. C-93-079-22 and Contract No. 66M56; and

WHEREAS, in compliance with the Agreement, it is necessary for the City to appropriate sufficient funds to pay its share of the costs for said improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:

SECTION 1: The City Council finds as facts the recitals hereinbefore set forth and incorporates them herein.

SECTION 2: The City Council hereby approves entering into Agreement in the same or substantially similar form as that attached hereto as *Exhibit A*.

SECTION 3: The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to execute and attest to the Agreement, and to perform any acts and deeds necessary to effect and fulfill the terms of the Agreement.

SECTION 4: There is hereby appropriated the sum of Two Hundred Thirty Seven Thousand Dollars (\$237,000.00), or so much thereof that may be necessary, from money now and hereinafter allotted to the City, to pay its share of the cost of improvements as provided in the Agreement.

SECTION 5: Upon receipt of the first and subsequent progress payments made to the Contractor, the City will pay to the State from any funds allotted to the City, an amount equal to the City’s share of \$237,000.00 divided by the estimated construction costs, \$5,600,000.00, multiplied by

the actual progress payment made to the Contractor until the entire obligation incurred under this Agreement has been paid. The City's actual monetary reimbursement obligation to the State will be based upon the final quantities and bid unit prices of the awarded contract.

SECTION 6. The City agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of these improvements if the amount appropriated herein proves to be insufficient to cover said costs.

SECTION 7. This Resolution shall be effective immediately from and after its passage and approval.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 15th day of January, 2024.

APPROVED: January 15, 2024

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley
City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ballard			
Tieman			
Payton			
Edgcomb			
O'Sadnick			
Sapienza			
Lukosus			
Moreno			