



City of Peru



David R. Bartley
City Clerk

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AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, MARCH 13, 2023

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

OFFENDER WATCH PROGRAM BY CHIEF RAYMOND AND CSO FRUND

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

REGULAR MINUTES OF FEBRUARY 27, 2023

PERU VOLUNTEER AMBULANCE SERVICE INC. ACTIVITY SUMMARY FOR JANUARY 2023

COMMITTEE REPORTS

1. FINANCE COMMITTEE

DISBURSEMENTS for March 15, 2023

Motion to approve \$250,000 partial reinvestment into Wells Fargo Bank, CD at 5.25% for 1 year (Utility Fund). \$400,000 matured 1/30/23.

Motion to approve \$435,799.13 reinvestment into LaSalle State Bank CD at 4.2% for 1 year with no penalty for early withdrawal.

2. PUBLIC SERVICES COMMITTEE

Motion to approve an Electric System Study with BHMG in the amount of \$101,920.00

Motion to purchase new ODB Xtreme Vac DCL1000SE debris collector mounted on a Freightliner M2 chassis (Leaf Vac Truck) from Standard Equipment in the amount of \$304,269.69

Motion to execute lease agreement with Standard Equipment for new Vactor 2100i Sewer Cleaner mounted on a 2024 Freightliner 114SD chassis in the amount of \$93,913.27 per year for 5 years for total of \$538,951.88 (with \$140,000 trade in of old vac truck)

Motion to execute Maintenance Agreement with Standard Equipment for new Vactor 2100i Sewer Cleaner mounted on a 2024 Freightliner 114SD chassis in the amount of \$95,000.00

3. FIRE & POLICE COMMITTEE

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTION

AN ORDINANCE AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF STORM SEWER FACILITIES, AND ACCEPTANCE OF AN EASEMENT FROM MADISON MEDICAL PARTNERS LLC

AN ORDINANCE AMENDING THE CITY OF PERU CODE OF ORDINANCES AS IT RELATES TO PROHIBITED PARKING

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM THE CITY OF PERU, ILLINOIS (Lot 2 of Master-View Park Subdivision – Bureau County PIN 18-13-400-003)

AN ORDINANCE AUTHORIZING THE DISPOSITION OF CERTAIN COAL AND MINERAL INTERESTS TO BUILDING MATERIALS MANUFACTURING CORPORATION, A DELAWARE CORPORATION

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF PERU AND FRANK P. TAYLOR III AND TERRI TAYLOR

MINUTES OF MARCH 8, 2023, PLANNING/ZONING COMMISSION HEARING ON PETITION OF FRANK P. TAYLOR III AND TERRI TAYLOR CONCERNING PROPERTY LOCATED AT 11 US ROUTE 6, LASALLE COUNTY, IL

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF PERU, ILLINOIS, AS SOUGHT BY THE PETITION OF FRANK P. TAYLOR, III AND TERRI TAYLOR

AN ORDINANCE GRANTING REZONING AND A VARIANCE AS SOUGHT BY THE PETITION OF FRANK P. TAYLOR III AND TERRI TAYLOR CONCERNING PROPERTY LOCATED AT 11 U.S. ROUTE 6 IN THE CITY OF PERU, ILLINOIS

MINUTES OF MARCH 8, 2023, PLANNING/ZONING COMMISSION HEARING ON PETITION OF LAKHWINDER SINGH d/b/a DIAMOND TRUCK WASH CONCERNING PROPERTY LOCATED AT 3129 MAY ROAD, PERU, IL

AN ORDINANCE GRANTING WAIVERS AS SOUGHT BY THE PETITION OF LAKHWINDER SINGH d/b/a DIAMOND TRUCK WASH CONCERNING PROPERTY LOCATED AT 3129 MAY ROAD IN THE CITY OF PERU, ILLINOIS

RESOLUTION AUTHORIZING THE PURCHASE OF 1410 8th STREET, PERU, ILLINOIS

MOTION TO FORMALLY REJECT ALL BIDS/PROPOSALS RECEIVED IN RESPONSE TO REQUEST FOR BIDS/PROPOSALS FOR 1721 WATER STREET, PERU

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

Motion to accept resignation of Tom Atkinson from the City of Peru Planning/Zoning Commission.

Motion of approve appointment of Floyd Jones to the City of Peru Planning/Zoning Commission for the unexpired term ending May 1, 2026.

Motion to seek applicants for the Relay Technician within the Electric Dept.

PETITIONS AND COMMUNICATIONS

ITEM NO. 1 Communication from Chris Elberg of Illinois Valley Animal Rescue requesting permission to the annual Pet Fest at Baker Lake on Saturday, September 9, 2023

ITEM NO. 2 Communication Donna Ristau seeking variances and waivers for property located at 2419 4th Street.

ITEM NO. 3 Communication from George Gonzalez seeking variances and waivers for property located at 1816 1st Street/1815 Main Street

MAYOR'S NOTES

PUBLIC COMMENT

CLOSED SESSION

ADJOURNMENT

CITY OF PERU REGULAR COUNCIL MEETING FEBRUARY 27, 2023

A regular meeting of the Peru City Council was called to order by Mayor Ken Kolowski in the Peru City Council Chambers on Monday, February 27, 2023, at 7:00 p.m.

City Clerk Dave Bartley called the roll with Aldermen Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo present; Aldermen Ballard and Sapienza absent. Mayor Kolowski present.

All joined in the Pledge of Allegiance to the Flag of the United States of America.

PUBLIC COMMENT

PRESENTATION

Kris Paul of Habitat for Humanity, LaSalle, Bureau and Putnam Counties addressed council and reviewed how to become a Habitat for Humanity homeowner and thanked the council for continued support.

Paul reviewed the following:

- How it works:
 - Habitat homes are made affordable as they are built with many volunteers and businesses working in partnership with Habitat and future partner family homeowners.
 - Homes are sold to families at a lower interest rate than conventional loans.
- Basic Qualifications:
 - Need of adequate housing
 - Willing to partner with Habitat including 500 “sweat quality” hours put in working on home or other Habitat project
 - Household annual income may not exceed \$62,000 for a family up to four but may be higher for larger families
 - Ability to repay affordable families
 - Be a U.S. citizen or permanent resident alien

Police Chief Sarah Raymond promoted Officer John Atkins to patrol sergeant and Sergeant Art Smith to patrol lieutenant. Chief Raymond introduced the two officers and their achievements.

Sergeant Atkins joined the Peru Police Department in August 2002 as patrol officer, field training officer and undercover narcotic agent with the Illinois State Police and Tri-County Drug Enforcement Narcotics Team. He’s a Spanish speaking officer, master firearms instructor and master control tactics instructor and teaches women’s self defense. In 2003, he was awarded the Illinois law enforcement medal of honor. Chief Raymond stated Sgt. Atkins has no doubt earned this position and this promotion and has been aspiring to be a sergeant within the Peru Police Department since the day I met him when we tested for the same patrol positions. Chief Raymond stated she is extremely honored to be the one who promotes Sgt. Atkins as he deserves this and will continue to do great work and be a great leader for himself and the members of the Peru Police Department. Chief Raymond also stated Sgt. Atkins also has a bachelor degree in criminal justice and a minor in fire investigations along with more than 1,000 hours of continuing education and training. He began his career as a patrol officer at the Lakeside Police Department in Colorado and then as a patrol officer, field training officer, detective and corporal at the Fort Lupton Police Department in Colorado. He was given the officer of the year award in 1999 at Lakeside and in 2001 at Fort Lupton.

Lieutenant Smith began his career with the Peru Police Department in 2002 as a patrol officer. In 2007, he was assigned to the crime reduction team until 2008 when he became part of the Peru Police Department K-9 unit.

CITY OF PERU REGULAR COUNCIL MEETING FEBRUARY 27, 2023

2017, Smith was promoted to sergeant and became the K-9 unit supervisor. He also became the operations team leader and supervisor of the Peru emergency response team. He's a certified firearms instructor and certified field training officer. Smith has an associates degree in criminal justice from Illinois Valley Community College and has more than 1,000 hours of continuing education and training. Chief Raymond stated the testing process for Sgt. Smith's promotion to patrol lieutenant was competitive and all the candidates were highly qualified. Chief Raymond stated Art's career thus far at the Peru Police Department speaks for itself. Chief Raymond also stated she has worked with Sgt. Smith for her entire career and can assure everyone that he has high standards, takes his job very seriously and has a passion for law enforcement. Chief Raymond stated she is proud to be the one to promote him.

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

Mayor Kolowski presented the Regular Minutes of February 13, 2023; Treasurer's Report for January 2023 and Peru Police Department Monthly Report for January 2023. Alderman Waldorf made a motion the minutes and reports be received and placed on file. Alderman Payton seconded the motion; motion carried.

FINANCE AND SAFETY COMMITTEE

Alderman Buffo presented the following disbursements for payment on March 1, 2023:

| <u>FUND NAME</u> | <u>TOTAL EXPENSES</u> |
|-------------------------|------------------------------|
| General Fund | \$809,273.38 |
| Garbage Fund | 73,226.25 |
| Utility Fund | 1,893,600.19 |
| Airport Fund | 26,175.80 |
| TIF Funds 29, 30,31 | <u>117,430.38</u> |
| Total | \$2,919,706.00 |

Alderman Buffo 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 Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo voting aye; Aldermen Ballard and Sapienza absent; motion carried.

PUBLIC SERVICES COMMITTEE

Alderman Lukosus made a motion to approve bid for 3 – 2,500 ft reels of 1 aught primary underground Okonite cable from Anixter in the amount of \$29,325.00. (To replace stock being used at Diamond Senior Apartment development). Alderman Waldorf seconded the motion. Clerk Bartley called the roll with Aldermen Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo voting aye; Aldermen Ballard and Sapienza absent; motion carried.

Alderman Lukosus made a motion to go out for bid for 1 truckload (approx. qty 30-40) of 35' class 3 wood power poles. Alderman Waldorf seconded the motion. Clerk Bartley called the roll with Aldermen Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo voting aye; Aldermen Ballard and Sapienza absent; motion carried.

CITY OF PERU REGULAR COUNCIL MEETING FEBRUARY 27, 2023

Alderman Waldorf made a motion to authorize city engineer to seek bids for the Master Builder Way Roadway Construction. Alderman Lukosus seconded the motion. Clerk Bartley called the roll with Aldermen Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo voting aye; Aldermen Ballard and Sapienza absent; motion carried.

Alderman Waldorf instructed to open, receive and place on file proposals for purchase and/or development of City-Owned Surplus Real Estate-1721 Water Street, Peru. The following bids were received:

- Jerome Kennedy-\$8,000.00
- Zack Cinotto, Rock Hard Construction-\$5,000.00
- Mertel Investment Co.-\$7,000.00

Alderman Waldorf made a motion to accept the high bid of \$8,000 from Jerome Kennedy. Alderman Buffo seconded the motion; motion carried.

POLICE AND FIRE COMMITTEE

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 6730

AN ORDINANCE AMENDING SEC. 74-69 OF THE PERU CODE OF ORDINANCES AS IT RELATES TO THE TERMS OF OFFICE FOR MEMBERS OF THE PARKS AND RECREATION ADVISORY BOARD

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

Corporate Counsel Scott Schweickert presented a proposed resolution entitled:

RESOLUTION NO. 2023-02

A RESOLUTION OF THE CITY OF PERU IN SUPPORT OF TAX INCREMENT FINANCING

Alderman Buffo made a motion the resolution be adopted as written and read. Alderman Waldorf seconded the motion. Clerk Bartley called the roll with Aldermen Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo voting aye; Aldermen Ballard and Sapienza absent; motion carried.

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

Alderman Waldorf made a motion to re-appoint Steve Michelini, Ray Zborowski, John Fusinatto, Jeff Puetz, Linda Dzierzynski, to the Parks and Recreation Advisory Board for a term ending September 30, 2024. Alderman Lukosus seconded the motion; motion carried.

CITY OF PERU REGULAR COUNCIL MEETING FEBRUARY 27, 2023

Alderman Waldorf made a motion to appoint Dan Eiten and Liz Grzybowski to the Parks and Recreation Advisory Board for a term ending September 30, 2024. Alderman Lukosus seconded the motion; motion carried.

PETITIONS AND COMMUNICATIONS

Clerk Bartley presented a petition from Nate Culkin seeking a text amendment and special aue for property located at the NW corner of Donlar Ave. and Unytite Drive. Alderman Buffo made a motion to receive the petition, place it on file and refer to Planning/Zoning Commission for review and recommendation. Alderman Lukosus seconded the motion; motion carried.

MAYOR'S NOTES

CLOSED SESSION

Alderman Edgcomb made a motion to go into closed session to discuss purchase or lease of real property for the use of the public body is being considered, including meetings held for the purpose of discussion whether a particular parcel should be acquired, or where the public body is considering the setting of a price for sale or lease of its property and meetings held to discuss litigation “when an action against, affecting 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 an action is probable or imminent in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting”. Alderman Waldorf seconded the motion. Clerk Bartley called the roll with Aldermen Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo voting aye; Aldermen Ballard and Sapienza absent; motion carried.

Closed session began at 7:41 p.m.; ended at 8:22 p.m.

Alderman Waldorf made a motion to reopen the meeting. Alderman Lukosus seconded the motion. Clerk Bartley called the roll with Aldermen Tieman, Payton, Edgcomb, Waldorf, Lukosus and Buffo present; Aldermen Ballard and Sapienza absent. Mayor Kolowski present.

PUBLIC COMMENT

ADJOURNMENT

Alderman Waldorf made a motion that the meeting be adjourned. Alderman Edgcomb seconded the motion and motion carried. Meeting adjourned at 8:23 p.m.



Peru Volunteer Ambulance Service Inc.

111 Fifth Street ~ Peru, IL 61354 ~ (815) 223-9111 ~ Fax (815) 223-1590

Proudly serving the citizens of Peru ~ La Salle ~ Peru Township ~ Dimmick Township

To: Mayor Kolowski and Aldermen, City of Peru

From: Brent C. Hanson, Executive Director

Subject: Activity Summary for Month of January 2023

Date: Monday, February 20, 2023

The Peru Volunteer Ambulance Service responded to two hundred seventy-three (273) patient/calls during the month of January. The two hundred seventy-three (273) patient/calls included one hundred eighty-one (181) emergencies for Peru, four (4) emergencies for Dimmick, one (1) emergency for Peru Township, and eighty-two (82) transfers. Of the one hundred eighty-six (186) emergencies, one hundred twenty-nine (129) patients were transported, fifty-two (51) patients refused treatment, and six (6) were disregarded.

Peru Volunteer Ambulance Service, Inc. responded to two (2) Mutual Aid requests with La Salle Fire/EMS, one (1) Mutual Aid request with Princeton Fire/EMS, one (1) Mutual Aid request with Mendota Ambulance, and one (1) Motor Cross Standby request.

The total mileage logged was 6868 miles for the month of January.

BCH:seb

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| City of Peru Disbursements to be Paid 3/15/2023 |
|---|

| FUND | FUND NAME | | |
|------|-----------|--|--|
|------|-----------|--|--|

| | | | |
|----|----------------|----|------------|
| 10 | General Fund | \$ | 404,567.19 |
| 15 | Insurance Fund | \$ | 137,499.97 |
| 60 | Utility Fund | \$ | 386,685.18 |
| 85 | Airport Fund | \$ | 2,718.44 |
| | | \$ | 931,470.78 |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|-----------------------------|------------|---------|----------------|---------------------------|
| IL VALLEY ANIMAL RESCUE | 10 -4-00-56-36 | FEB 2023 CONTRIBUTIONS | 35.00 | GENERAL | NA | IVAR DONATIONS |
| LADD FARM MART | 10 -4-00-56-36 | TRADE-IN OF KUBOTA G812 | (9,000.00) | GENERAL | PARKS | SALE OF CITY PROPERTY |
| VERIZON WIRELESS | 10 -5-11-56100 | 815-780-0170 KOLOWSKI | 25.46 | GENERAL | MAYOR'S OFFICE | TELEPHONE |
| QUADIENT INC | 10 -5-12-56000 | PSTG METER REFILL | 500.00 | GENERAL | CLERK'S OFFICE | POSTAGE |
| QUADIENT INC | 10 -5-12-56000 | PSTG METER REFILL | 500.00 | GENERAL | CLERK'S OFFICE | POSTAGE |
| DRESBACH DIST CO | 10 -5-12-65200 | PAPER TOWELS/WATER | 98.40 | GENERAL | CLERK'S OFFICE | OPERATING SUPPLIES |
| QUILL CORPORATION | 10 -5-12-65200 | OFFICE SUPPLIES | 36.18 | GENERAL | CLERK'S OFFICE | OPERATING SUPPLIES |
| QUILL CORPORATION | 10 -5-12-65200 | OFFICE SUPPLIES | 180.96 | GENERAL | CLERK'S OFFICE | OPERATING SUPPLIES |
| IV NET | 10 -5-12-92900 | MONTHLY PORT-CLERK | 75.00 | GENERAL | CLERK'S OFFICE | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-12-92900 | 815-200-2945 PUB SVCS | 49.85 | GENERAL | CLERK'S OFFICE | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-12-92900 | 815-200-5094 PISCIA | 25.46 | GENERAL | CLERK'S OFFICE | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-12-92900 | 815-228-1449 BARTLEY | 25.46 | GENERAL | CLERK'S OFFICE | MISCELLANEOUS EXP |
| SCHIMMER INC | 10 -5-14-51300 | Z101 MNTNCE | 82.21 | GENERAL | CITY ENGINEER | R&M/VEHICLES |
| MARCO, INC | 10 -5-14-56400 | ENG SHARP-MAR | 146.43 | GENERAL | CITY ENGINEER | MAINTENANCE AGREEMENTS |
| UPS | 10 -5-14-65200 | ENG SHIPPING | 34.40 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| VERIZON WIRELESS | 10 -5-14-65200 | WIFI-ENGINEER | 108.03 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-14-65200 | CREDIT-DUPLICATE | (92.32) | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-14-65200 | SCREEN WIPES | 28.99 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-14-65200 | OFFICE SUPPLIES | 12.88 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-14-65200 | OFFICE SUPPLIES | 16.92 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-14-65200 | FILE STORAGE | 50.66 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-14-65200 | OFFICE SUPPLIES | 10.68 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| US BANK VOYAGER FLEET S | 10 -5-14-65500 | FEB23 FUEL-ENGINEER | 315.56 | GENERAL | CITY ENGINEER | FUEL & OIL VEHICLES |
| IV NET | 10 -5-14-92900 | MONTHLY PORT-ENG | 75.00 | GENERAL | CITY ENGINEER | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-14-92900 | 815-228-9981 ENGINEER | 49.85 | GENERAL | CITY ENGINEER | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-14-92900 | 815-830-1239 BLDG INSP | 49.86 | GENERAL | CITY ENGINEER | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-14-92900 | 815-993-1511 ZBOROWSKI | 25.46 | GENERAL | CITY ENGINEER | MISCELLANEOUS EXP |
| IV NET | 10 -5-15-51220 | HOMEPAGE STORAGE | 250.95 | GENERAL | ADMINISTRATIVE | R&M/WEBSITE |
| US BANK VOYAGER FLEET S | 10 -5-15-53500 | FEB23 INACT CARD FEE | 68.00 | GENERAL | ADMINISTRATIVE | BANK FEES/SERVICE CHARGES |
| ST MARGARET'S HEALTH | 10 -5-15-55500 | CPR/AED CARDS | 340.00 | GENERAL | ADMINISTRATIVE | EDUCATION/MEETINGS |
| LASALLE PUBLISHING | 10 -5-15-56200 | FEB 23 ADS | 1,869.00 | GENERAL | ADMINISTRATIVE | PUBLISHING/ADVERTISING |
| LASALLE PUBLISHING/LEGA | 10 -5-15-56200 | MEETING- 2/9 | 815.00 | GENERAL | ADMINISTRATIVE | PUBLISHING/ADVERTISING |
| LASALLE PUBLISHING/LEGA | 10 -5-15-56200 | HEARING- 2/18 | 317.72 | GENERAL | ADMINISTRATIVE | PUBLISHING/ADVERTISING |
| LASALLE PUBLISHING/LEGA | 10 -5-15-56200 | HEARING- 2/21 | 349.22 | GENERAL | ADMINISTRATIVE | PUBLISHING/ADVERTISING |
| SHAW MEDIA | 10 -5-15-56200 | FEB ADS | 366.00 | GENERAL | ADMINISTRATIVE | PUBLISHING/ADVERTISING |
| MARCO, INC | 10 -5-15-59900 | HR SHARP-MAR | 80.42 | GENERAL | ADMINISTRATIVE | CONTRACTUAL SERVICE |
| IL OFFICE OF THE STATE | 10 -5-15-59900 | ANN ELEV CERT RNWL | 75.00 | GENERAL | ADMINISTRATIVE | CONTRACTUAL SERVICE |
| CONCUR TECHNOLOGIES INC | 10 -5-15-59900 | QTRLY (MAR-MAY23) INV MNGMT | 4,682.13 | GENERAL | ADMINISTRATIVE | CONTRACTUAL SERVICE |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|------------------------------|----------|---------|----------------|----------------------------|
| MAUTINO DIST CO INC | 10 -5-15-65200 | WATER | 66.00 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| MAUTINO DIST CO INC | 10 -5-15-65200 | WATER | 66.00 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| MAUTINO DIST CO INC | 10 -5-15-65200 | COOLER RENTAL | 27.00 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| APPLE PRESS | 10 -5-15-65200 | #9 WINDOW ENVELOPES | 469.85 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| VERIZON WIRELESS | 10 -5-15-65200 | WIFI-ADMIN | 36.01 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| SEICO, INC | 10 -5-15-65200 | ACCESS CARDS | 115.00 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| SEICO, INC | 10 -5-15-65200 | ACCESS CARDS | 80.00 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-15-65200 | TUBING WIRE CONDUIT | 14.99 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| MCS ADVERTISING | 10 -5-15-91000 | ECON DEV WEBISTE FEB 23 | 1,000.00 | GENERAL | ADMINISTRATIVE | ECONOMIC DEVELOPMENT |
| THE FLOWER BAR | 10 -5-15-92900 | BERTULI FUNERAL SVCS | 77.00 | GENERAL | ADMINISTRATIVE | MISCELLANEOUS EXPENSE |
| REEVES CO INC | 10 -5-16-47100 | NAMEPIN/ATTCHMNTS | 43.19 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 10 -5-16-47100 | HANDCUFF CASE | 46.36 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 10 -5-16-47100 | CA ANDERSON | 142.62 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| KENDRICK PEST CONTROL I | 10 -5-16-51100 | MAR23 POLICE | 65.00 | GENERAL | POLICE | R&M/BUILDINGS |
| AMAZON CAPITAL SERVICES | 10 -5-16-51100 | LIGHT POLE OUTLETS | 233.82 | GENERAL | POLICE | R&M/BUILDINGS |
| AMAZON CAPITAL SERVICES | 10 -5-16-51100 | WATER FOUNTAIN FILTER | 203.64 | GENERAL | POLICE | R&M/BUILDINGS |
| ATD OF LASALLE COUNTY | 10 -5-16-51300 | NAME CHANGE | 45.00 | GENERAL | POLICE | R&M/VEHICLES |
| HARMONIC DESIGN | 10 -5-16-51300 | SQUAD GRAPHICS | 975.00 | GENERAL | POLICE | R&M/VEHICLES |
| AMAZON CAPITAL SERVICES | 10 -5-16-51300 | SQUAD 92 ANTENNA | 19.99 | GENERAL | POLICE | R&M/VEHICLES |
| ARUKAH INSTITUTE OF HEA | 10 -5-16-55500 | ASIST TRAINING | 225.00 | GENERAL | POLICE | MEETINGS/EDUC & SAFETY EXP |
| VERIZON WIRELESS | 10 -5-16-56100 | POLC WIRELESS TO 1/20 | 318.11 | GENERAL | POLICE | TELEPHONE |
| VERIZON WIRELESS | 10 -5-16-56100 | POLC WIRELESS TO 2/20 | 326.79 | GENERAL | POLICE | TELEPHONE |
| MARCO TECHNOLOGIES LLC | 10 -5-16-56400 | POLC MAINT 3/23 | 1,211.62 | GENERAL | POLICE | MAINTENANCE AGREEMENTS |
| AMEREN ILLINOIS | 10 -5-16-57100 | 13260-71020 2650 N PEORIA ST | 1,070.25 | GENERAL | POLICE | UTILITIES |
| J B CONTRACTING CORP | 10 -5-16-59900 | BACKFLOW PREV TEST | 500.00 | GENERAL | POLICE | CONTRACTUAL SERVICE |
| IL VALLEY EXCAVATING IN | 10 -5-16-59900 | POLC-JAN23 SALT SPREAD | 781.50 | GENERAL | POLICE | CONTRACTUAL SERVICE |
| GALLS, AN ARAMARK CO. L | 10 -5-16-65200 | THROW BAGS | 619.78 | GENERAL | POLICE | OPERATING SUPPLIES |
| CAPITAL ONE/WALMART | 10 -5-16-65200 | POLC SUPPLIES | 186.02 | GENERAL | POLICE | OPERATING SUPPLIES |
| DRESBACH DIST CO | 10 -5-16-65200 | CAN LINERS | 89.90 | GENERAL | POLICE | OPERATING SUPPLIES |
| SIRCHIE ACQUISITION COM | 10 -5-16-65200 | EVIDENCE SUPPLIES | 1,455.05 | GENERAL | POLICE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-16-65200 | BOOKENDS | 30.55 | GENERAL | POLICE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-16-65200 | BOOK ENDS | 23.98 | GENERAL | POLICE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-16-65200 | OUTLET BOX | 442.98 | GENERAL | POLICE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-16-65200 | RESTROOM SUPPLIES | 142.36 | GENERAL | POLICE | OPERATING SUPPLIES |
| SECOND TIME AROUND | 10 -5-16-65200 | PAPER | 1,200.00 | GENERAL | POLICE | OPERATING SUPPLIES |
| IL SECRETARY OF STATE | 10 -5-16-65200 | PPD13 CONF PLATES | 151.00 | GENERAL | POLICE | OPERATING SUPPLIES |
| IL SECRETARY OF STATE | 10 -5-16-65200 | PPD13 CONF TITLE | 155.00 | GENERAL | POLICE | OPERATING SUPPLIES |
| EITEN FEED LLC | 10 -5-16-65220 | DOG FOOD | 109.54 | GENERAL | POLICE | SPECIAL PROGRAMS EXPENSE |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|---------------------------|----------|---------|------------|--------------------------|
| EITEN FEED LLC | 10 -5-16-65220 | DOG FOOD | 109.54 | GENERAL | POLICE | SPECIAL PROGRAMS EXPENSE |
| US BANK VOYAGER FLEET S | 10 -5-16-65500 | FEB23 FUEL-POLICE | 4,367.58 | GENERAL | POLICE | FUEL & OIL VEHICLES |
| TRANSUNION RISK AND ALT | 10 -5-16-68400 | TLO | 75.00 | GENERAL | POLICE | COMPUTER SOFTWARE |
| PERU LITTLE LEAGUE INC | 10 -5-16-91100 | TEAM SPONSOR | 300.00 | GENERAL | POLICE | COMMUNITY RELATIONS |
| IV NET | 10 -5-16-92900 | MONTHLY PORT-POLICE | 75.00 | GENERAL | POLICE | MISCELLANEOUS EXPENSE |
| IL VALLEY DOCUMENT DEST | 10 -5-16-92900 | RECORDS DESTRUCTION | 140.00 | GENERAL | POLICE | MISCELLANEOUS EXPENSE |
| GATZA ELECTRICAL CONTRA | 10 -5-17-51100 | FIRE BLDG MNTNCE | 1,882.00 | GENERAL | FIRE | R&M/BUILDINGS |
| HALM'S MOTOR SERVICE | 10 -5-17-51300 | FUSES | 4.95 | GENERAL | FIRE | R&M/VEHICLES |
| HALM'S MOTOR SERVICE | 10 -5-17-51300 | LIGHT BULB | 1.49 | GENERAL | FIRE | R&M/VEHICLES |
| MACQUEEN EMERGENCY | 10 -5-17-51300 | 325 MNTNCE | 871.39 | GENERAL | FIRE | R&M/VEHICLES |
| ST MARGARET'S HEALTH | 10 -5-17-53420 | MED SVCS-FIRE | 3,645.00 | GENERAL | FIRE | MEDICAL SERVICES |
| VERIZON WIRELESS | 10 -5-17-56100 | 815-712-2165 FIRE DEPT1 | 49.85 | GENERAL | FIRE | TELEPHONE |
| VERIZON WIRELESS | 10 -5-17-56100 | 815-712-2166 FIRE DEPT2 | 49.85 | GENERAL | FIRE | TELEPHONE |
| VERIZON WIRELESS | 10 -5-17-56100 | FIRE WIRELESS TO 2/20 | 216.06 | GENERAL | FIRE | TELEPHONE |
| AMEREN ILLINOIS | 10 -5-17-57100 | 95733-05296 1503 4TH FIRE | 1,872.64 | GENERAL | FIRE | UTILITIES |
| CINTAS CORP #396 | 10 -5-17-59900 | CITY HALL/FIRE MATS | 30.29 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| CINTAS CORP #396 | 10 -5-17-59900 | CITY HALL/FIRE MATS | 30.29 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| COMCAST CABLE | 10 -5-17-59900 | APR23 FIRE CABLE | 87.90 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| COMCAST CABLE | 10 -5-17-59900 | JAN23 MAKEUP | 7.50 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| COMCAST CABLE | 10 -5-17-59900 | FEB23 MAKEUP | 7.50 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| CINTAS CORPORATION | 10 -5-17-59900 | FIRE EYEWASH STN | 243.56 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| DEBO ACE HARDWARE | 10 -5-17-65200 | SUPPLIES | 195.17 | GENERAL | FIRE | OPERATING SUPPLIES |
| FLEET SAFETY SUPPLY | 10 -5-17-65200 | SWIVEL MOUNT | 1,169.38 | GENERAL | FIRE | OPERATING SUPPLIES |
| HINCKLEY SPRINGS | 10 -5-17-65200 | FIRE-WATER SVC | 69.94 | GENERAL | FIRE | OPERATING SUPPLIES |
| DRESBACH DIST CO | 10 -5-17-65200 | SUPPLIES | 190.75 | GENERAL | FIRE | OPERATING SUPPLIES |
| EWING SAFETY | 10 -5-17-65200 | RUBBER SIGN STAND | 742.20 | GENERAL | FIRE | OPERATING SUPPLIES |
| MUNICIPAL EMERGENCY SER | 10 -5-17-65200 | BOOTS | 533.00 | GENERAL | FIRE | OPERATING SUPPLIES |
| US BANK VOYAGER FLEET S | 10 -5-17-65500 | FEB23 FUEL-FIRE | 913.30 | GENERAL | FIRE | FUEL & OIL VEHICLES |
| DINGES FIRE COMPANY | 10 -5-17-88400 | HOSES | 379.98 | GENERAL | FIRE | NEW EQUIPMENT/VEHICLES |
| T & T HYDRAULICS | 10 -5-19-51200 | PLOW TRUCK PARTS | 73.38 | GENERAL | STREET | R&M/EQUIPMENT |
| BONNELL INDUSTRIES INC | 10 -5-19-51300 | REPAIR PARTS | 3,214.80 | GENERAL | STREET | R&M/VEHICLES |
| HALM'S MOTOR SERVICE | 10 -5-19-51300 | BRAKEAWAY | 11.99 | GENERAL | STREET | R&M/VEHICLES |
| NAPA AUTO PARTS | 10 -5-19-51300 | PART RETURN | (43.00) | GENERAL | STREET | R&M/VEHICLES |
| NAPA AUTO PARTS | 10 -5-19-51300 | S102 STEERING PUMP | 218.22 | GENERAL | STREET | R&M/VEHICLES |
| PERU AUTO ELECTRIC | 10 -5-19-51300 | D301 PART | 477.00 | GENERAL | STREET | R&M/VEHICLES |
| PERU AUTO ELECTRIC | 10 -5-19-51300 | L702 PART | 95.00 | GENERAL | STREET | R&M/VEHICLES |
| SCHIMMER INC | 10 -5-19-51300 | S105 MNTNCE RETURN | (70.00) | GENERAL | STREET | R&M/VEHICLES |
| SAFETY-KLEEN SYSTEMS | 10 -5-19-51300 | WASHER SOLVENT | 268.53 | GENERAL | STREET | R&M/VEHICLES |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|-----------------------------|-----------|---------|---------------------|------------------------|
| LASALLE COUNTY CYLINDER | 10 -5-19-51300 | SEAL KIT | 407.63 | GENERAL | STREET | R&M/VEHICLES |
| CURRAN MATERIALS CO | 10 -5-19-51400 | COLD PATCH | 341.00 | GENERAL | STREET | R&M/STREETS |
| CURRAN MATERIALS CO | 10 -5-19-51400 | COLD PATCH | 390.60 | GENERAL | STREET | R&M/STREETS |
| VERIZON WIRELESS | 10 -5-19-56100 | 815-200-2897 PUB SVCS | 49.85 | GENERAL | STREET | TELEPHONE |
| VERIZON WIRELESS | 10 -5-19-56100 | 779-732-0840 PW LAPTOP | 63.68 | GENERAL | STREET | TELEPHONE |
| COMCAST BUSINESS | 10 -5-19-56100 | PW MAR23 PHONE | 517.19 | GENERAL | STREET | TELEPHONE |
| AMEREN ILLINOIS | 10 -5-19-57100 | 15285-27851 RT 251 | 63.61 | GENERAL | STREET | UTILITIES |
| AMEREN ILLINOIS | 10 -5-19-57100 | 35940-87050 4003 PLNK RD | 3,079.76 | GENERAL | STREET | UTILITIES |
| KENDRICK PEST CONTROL I | 10 -5-19-59900 | MAR23 8TH & GREEN | 20.00 | GENERAL | STREET | CONTRACTUAL SERVICE |
| MICHAEL TODD INDUSTRIAL | 10 -5-19-61200 | STREET NAME SIGNS | 214.86 | GENERAL | STREET | SIGNS |
| MICHAEL TODD INDUSTRIAL | 10 -5-19-61200 | SIGNS | 1,600.25 | GENERAL | STREET | SIGNS |
| COMPASS MINERALS | 10 -5-19-61300 | ROAD SALT | 16,887.18 | GENERAL | STREET | SALT |
| DEBO ACE HARDWARE | 10 -5-19-65200 | SUPPLIES | 898.60 | GENERAL | STREET | OPERATING SUPPLIES |
| MENARDS | 10 -5-19-65200 | SAND IN A TUBE | 8.96 | GENERAL | STREET | OPERATING SUPPLIES |
| LAWSON PRODUCTS INC | 10 -5-19-65200 | SUPPLIES | 363.48 | GENERAL | STREET | OPERATING SUPPLIES |
| GRAINGER INC,W.W. | 10 -5-19-65200 | DRAFT TABLE | 333.95 | GENERAL | STREET | OPERATING SUPPLIES |
| S J SMITH CO., INC | 10 -5-19-65200 | ARGON MIX | 5.88 | GENERAL | STREET | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-19-65200 | PW BREAKROOM | 43.48 | GENERAL | STREET | OPERATING SUPPLIES |
| EWING SAFETY | 10 -5-19-65200 | LEVER CHAIN HOIST | 609.60 | GENERAL | STREET | OPERATING SUPPLIES |
| US BANK VOYAGER FLEET S | 10 -5-19-65500 | FEB23 FUEL-STREETS | 1,345.49 | GENERAL | STREET | FUEL & OIL VEHICLES |
| ARNESON OIL COMPANY | 10 -5-19-65500 | DIESEL FUEL | 1,112.62 | GENERAL | STREET | FUEL & OIL VEHICLES |
| DEERE CREDIT INC | 10 -5-19-72370 | 67238/030-0074839-000-PAY16 | 173.17 | GENERAL | STREET | INT-JOHN DEERE CREDIT |
| DEERE CREDIT INC | 10 -5-19-88400 | 67238/030-0074839-000-PAY16 | 1,924.29 | GENERAL | STREET | NEW EQUIPMENT/VEHICLES |
| VERIZON WIRELESS | 10 -5-19-92900 | 815-228-1827 GARAGE | 44.79 | GENERAL | STREET | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-19-92900 | 779-717-8804 STREETS ONCALL | 42.14 | GENERAL | STREET | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-19-92900 | 815-202-6093 STRS FOREMAN | 32.56 | GENERAL | STREET | MISCELLANEOUS EXP |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | MUN BLDG | 40.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | FIRE | 40.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | CEMETERY | 35.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | PW BLDG | 35.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS |
| AMEREN ILLINOIS | 10 -5-22-51700 | BOAT LAUNCH LTS | 18.02 | GENERAL | BUILDINGS & GROUNDS | R&M/GROUNDS |
| AMEREN ILLINOIS | 10 -5-22-57100 | 77250-21000 1901 4TH | 863.58 | GENERAL | BUILDINGS & GROUNDS | UTILITIES |
| TK ELEVATOR CORP | 10 -5-22-59900 | QTRLY ELEV MAINT | 2,360.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| CINTAS CORP #396 | 10 -5-22-59900 | CITY HALL/FIRE MATS | 46.99 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| CINTAS CORP #396 | 10 -5-22-59900 | CITY HALL/FIRE MATS | 46.99 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| SERVICEMASTER BEST CLEA | 10 -5-22-59900 | PW FEB23 CLEAN | 575.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| ILLINOIS MILITARY MAINT | 10 -5-22-59900 | CLEAN 2/4-2/25 | 800.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| SMITH'S SALES & SERVICE | 10 -5-23-51200 | SUPPLIES | 2,192.00 | GENERAL | PARKS | R&M/EQUIPMENT |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|------------------------------|-----------|---------|--------------------|-------------------------|
| AMEREN ILLINOIS | 10 -5-23-57100 | 29031-01038 1301 PARK RD | 219.74 | GENERAL | PARKS | UTILITIES |
| CINTAS CORPORATION | 10 -5-23-59900 | REC GRG CAB SERV | 243.56 | GENERAL | PARKS | CONTRACTUAL SERVICE |
| DEBO ACE HARDWARE | 10 -5-23-65200 | SUPPLIES | 315.85 | GENERAL | PARKS | OPERATING SUPPLIES |
| MENARDS | 10 -5-23-65200 | BASES | 103.89 | GENERAL | PARKS | OPERATING SUPPLIES |
| MENARDS | 10 -5-23-65200 | SUPPLIES | 769.18 | GENERAL | PARKS | OPERATING SUPPLIES |
| MICHAEL TODD INDUSTRIAL | 10 -5-23-65200 | BAKER LAKE - PARK RULES | 242.77 | GENERAL | PARKS | OPERATING SUPPLIES |
| VERIZON WIRELESS | 10 -5-23-65200 | WIFI-PARKS | 38.01 | GENERAL | PARKS | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-23-65200 | PARKS BREAKROOM | 12.00 | GENERAL | PARKS | OPERATING SUPPLIES |
| IL LIQUOR CONTROL COMMI | 10 -5-23-65210 | LQR LIC 4A-1147573 AIRSHOW | 25.00 | GENERAL | PARKS | EVENTS/PROGRAMS |
| US BANK VOYAGER FLEET S | 10 -5-23-65500 | FEB23 FUEL CHARGES-PARKS | 212.95 | GENERAL | PARKS | FUEL & OIL VEHICLES |
| FIRST WESTERN EQUIPMENT | 10 -5-23-72370 | LEASE/PURCH | 138.83 | GENERAL | PARKS | LEASE-FIN FEES/INTEREST |
| LADD FARM MART | 10 -5-23-88000 | KUBOTA RTV | 18,925.00 | GENERAL | PARKS | NEW EQUIPMENT |
| FIRST WESTERN EQUIPMENT | 10 -5-23-88000 | LEASE/PURCH | 411.34 | GENERAL | PARKS | NEW EQUIPMENT |
| VISSERING CONST CO | 10 -5-23-89500 | SCHW ICE HOUSE PAY8 | 33,767.51 | GENERAL | PARKS | CONSTRUCTION |
| MUSCO SPORTS LIGHTING | 10 -5-23-89500 | WASH PK TENNIS CT LIGHTS | 73,900.00 | GENERAL | PARKS | CONSTRUCTION |
| VERIZON WIRELESS | 10 -5-23-92900 | 815-681-8600 RECR DIR | 49.85 | GENERAL | PARKS | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 10 -5-23-92900 | 815-200-5058 THORSON | 25.46 | GENERAL | PARKS | MISCELLANEOUS EXP |
| CDW GOVERNMENT INC | 10 -5-24-51300 | VEHICLE DOCKS | 947.87 | GENERAL | CEMETERY | R&M/VEHICLES |
| VERIZON WIRELESS | 10 -5-24-56100 | 779-732-0839 CMTRY LAPTP | 63.68 | GENERAL | CEMETERY | TELEPHONE |
| AMEREN ILLINOIS | 10 -5-24-57100 | 56462-08657 SHOOTING PK RD | 297.25 | GENERAL | CEMETERY | UTILITIES |
| AMEREN ILLINOIS | 10 -5-24-57100 | 87671-76497 MAUSOLEUM | 48.90 | GENERAL | CEMETERY | UTILITIES |
| CINTAS CORPORATION | 10 -5-24-59900 | CMTRY EYEWASH STN | 109.00 | GENERAL | CEMETERY | CONTRACTUAL SERVICE |
| DEBO ACE HARDWARE | 10 -5-24-65200 | SUPPLIES | 31.98 | GENERAL | CEMETERY | OPERATING SUPPLIES |
| ILLINOIS GOVERNMENT FIN | 10 -5-26-55500 | 2023 MBRSHR RENWL | 200.00 | GENERAL | FINANCE | EDUCATION/MEETINGS |
| VERIZON WIRELESS | 10 -5-26-65200 | WIFI-ROUNDS | 36.01 | GENERAL | FINANCE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-26-65200 | DESK CHAIR | 215.99 | GENERAL | FINANCE | OPERATING SUPPLIES |
| VERIZON WIRELESS | 10 -5-26-92900 | 815-326-9307 FINANCE OFFICER | 49.85 | GENERAL | FINANCE | MISCELLANEOUS |
| US BANK VOYAGER FLEET S | 10 -5-27-65500 | FEB23 FUEL-IT | 93.85 | GENERAL | IT | FUEL & OIL VEHICLES |
| VERIZON WIRELESS | 10 -5-27-92900 | 779-601-8091 IT DIR | 35.83 | GENERAL | IT | MISCELLANEOUS |
| VERIZON WIRELESS | 10 -5-27-92900 | 779-717-8805 IT ASST | 49.88 | GENERAL | IT | MISCELLANEOUS |
| VERIZON WIRELESS | 10 -5-28-92900 | 815-780-0365 SCHWEICKERT | 42.14 | GENERAL | LEGAL | MISCELLANEOUS |
| AMAZON CAPITAL SERVICES | 10 -5-29-65200 | HR KEYBOARD | 27.71 | GENERAL | HR HEALTH&WELLNESS | OPERATING SUPPLIES |
| VERIZON WIRELESS | 10 -5-29-92900 | 815-200-5047 REESE | 25.46 | GENERAL | HR HEALTH&WELLNESS | MISCELLANEOUS |
| LETTERKRAFT PRINTERS | 60 -5-12-56000 | FEB23 UTIL BILLS | 2,627.17 | UTILITY | CLERK'S OFFICE | POSTAGE |
| LETTERKRAFT PRINTERS | 60 -5-12-59900 | FEB23 UTIL BILLS | 577.44 | UTILITY | CLERK'S OFFICE | CONTRACTUAL SERVICE |
| AMAZON CAPITAL SERVICES | 60 -5-15-47100 | NAMBO CA | 79.00 | UTILITY | ADMINISTRATIVE | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 60 -5-15-47200 | LUSIETTO UNIF | 224.95 | UTILITY | ADMINISTRATIVE | UNIFORM SERVICE |
| SLATE ROCK FR | 60 -5-15-47200 | CUMMINGS-JEANS | 223.76 | UTILITY | ADMINISTRATIVE | UNIFORM SERVICE |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|-----------------------------|-----------|---------|---------------------|---------------------------|
| MERCHANT SERVICES | 60 -5-15-53500 | FEB23 CC | 867.81 | UTILITY | ADMINISTRATIVE | BANK FEES/SERVICE CHARGES |
| MERCHANT SERVICES | 60 -5-15-53500 | FEB23 WEB FEES | 2,813.66 | UTILITY | ADMINISTRATIVE | BANK FEES/SERVICE CHARGES |
| ST MARGARET'S HEALTH | 60 -5-15-55500 | CPR/AED CARDS | 180.00 | UTILITY | ADMINISTRATIVE | EDUCATION/MEETINGS |
| ST MARGARET'S HEALTH | 60 -5-15-55500 | CPR/AED CARDS | 60.00 | UTILITY | ADMINISTRATIVE | EDUCATION/MEETINGS |
| ST MARGARET'S HEALTH | 60 -5-15-55500 | CPR/AED CARDS | 20.00 | UTILITY | ADMINISTRATIVE | EDUCATION/MEETINGS |
| MATTHEW CUMMINGS | 60 -5-15-55500 | CDL REIMB | 87.00 | UTILITY | ADMINISTRATIVE | EDUCATION/MEETINGS |
| UPS | 60 -5-15-56000 | ELEC SHIPPING | 17.02 | UTILITY | ADMINISTRATIVE | POSTAGE |
| VERIZON WIRELESS | 60 -5-15-56100 | ELEC WIRELESS TO 2/15/23 | 588.62 | UTILITY | ADMINISTRATIVE | TELEPHONE |
| IV NET | 60 -5-15-56150 | MAR23 PORT CHARGE | 150.00 | UTILITY | ADMINISTRATIVE | INTERNET ACCESS FEE |
| CINTAS CORPORATION | 60 -5-15-59900 | GLUCOSE SUPPL | 218.46 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| CINTAS CORPORATION | 60 -5-15-59900 | ELEC EYEWASH INSPECT | 14.87 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| CINTAS CORPORATION | 60 -5-15-59900 | ELEC- EYEWASH STATION | 109.00 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| SERVICEMASTER BEST CLEA | 60 -5-15-59900 | ELEC FEB23 CLEAN | 975.00 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| QUILL CORPORATION | 60 -5-15-65200 | OFFICE SUPPLIES | 149.98 | UTILITY | ADMINISTRATIVE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 60 -5-15-65200 | CHAIR/MATS | 404.00 | UTILITY | ADMINISTRATIVE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 60 -5-15-65200 | OFFICE SUPPLIES | 6.89 | UTILITY | ADMINISTRATIVE | OPERATING SUPPLIES |
| SPRINGFIELD ELECTRIC | 60 -5-61-51100 | SWITCH SENSOR | 352.27 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| SPRINGFIELD ELECTRIC | 60 -5-61-51100 | LED LAMP | 312.20 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| KENDRICK PEST CONTROL I | 60 -5-61-51100 | PLANT & BLDGS | 15.00 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| KENDRICK PEST CONTROL I | 60 -5-61-51100 | HYDRO | 15.00 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| CENTRAL MILLWRIGHT SERV | 60 -5-61-51100 | RACK MODIFICATION | 5,834.02 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| CENTRAL MILLWRIGHT SERV | 60 -5-61-51100 | RACK FABR & INSTALL | 3,613.14 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| ALTORFER INDUSTRIES, IN | 60 -5-61-51208 | #14 COOLANT/ANTIFREEZE | 893.93 | UTILITY | POWER & GENERATION | R&M/GENERATION EQUIPMENT |
| JAMES HARDIE | 60 -5-61-64310 | BILLING ADJ-DEMAND RSP 2018 | 43,200.00 | UTILITY | POWER & GENERATION | LARGE POWER PURCHASE |
| DEBO ACE HARDWARE | 60 -5-61-65200 | SUPPLIES | 67.00 | UTILITY | POWER & GENERATION | OPERATING SUPPLIES |
| MENARDS | 60 -5-61-65200 | SUPPLIES | 304.44 | UTILITY | POWER & GENERATION | OPERATING SUPPLIES |
| ULINE | 60 -5-61-65200 | SUPPLIES | 385.65 | UTILITY | POWER & GENERATION | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 60 -5-61-65200 | BLUEPRINT DESK | 269.00 | UTILITY | POWER & GENERATION | OPERATING SUPPLIES |
| ANIXTER INC | 60 -5-61-65300 | CLEANING BRUSHES | 102.18 | UTILITY | POWER & GENERATION | SMALL TOOLS |
| AMEREN ILLINOIS | 60 -5-61-66730 | 66792-35002 1026 CENTER ST | 48.90 | UTILITY | POWER & GENERATION | PURCHASED POWER-GAS |
| AMEREN ILLINOIS | 60 -5-61-66730 | 69001-44002 4003 PLNK RD | 1,476.47 | UTILITY | POWER & GENERATION | PURCHASED POWER-GAS |
| FLETCHER-REINHARDT CO | 60 -5-62-51290 | CONNECTORS | 2,272.44 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| FLETCHER-REINHARDT CO | 60 -5-62-51290 | DIST SUPPLIES | 2,600.50 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| TALLMAN EQUIPMENT CO | 60 -5-62-51290 | POLE MOUNT/HOLDER | 161.44 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| ANIXTER INC | 60 -5-62-51290 | CONNECTORS | 1,239.00 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| DEBO ACE HARDWARE | 60 -5-62-65200 | SUPPLIES | 267.64 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| MENARDS | 60 -5-62-65200 | SUPPLIES | 60.81 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| NAPA AUTO PARTS | 60 -5-62-65200 | SORBENT MAT | 19.49 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|-------------------------|-----------|---------|---------------------|--------------------------|
| NAPA AUTO PARTS | 60 -5-62-65200 | THREADLOCKER | 42.98 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| SPRINGFIELD ELECTRIC | 60 -5-62-65200 | SUPPLIES | 48.12 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| SPRINGFIELD ELECTRIC | 60 -5-62-65200 | SUPPLIES | 48.12 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| AIRGAS USA, LLC-NORTH D | 60 -5-62-65200 | HARDHAT | 32.95 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| AIRGAS USA, LLC-NORTH D | 60 -5-62-65200 | HARD HAT SUSP RATCHETS | 178.35 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| ANIXTER INC | 60 -5-62-65200 | RUBBER SLEEVES | 1,351.10 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| ANIXTER INC | 60 -5-62-65200 | CLIMBER GEAR | 113.24 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| ANIXTER INC | 60 -5-62-65200 | CLIMBER STRAP | 32.55 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| ANIXTER INC | 60 -5-62-65200 | SAFETY SUPPLIES | 1,417.10 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| ANIXTER INC | 60 -5-62-65200 | TRANSFORMER SLING | 96.10 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| ANIXTER INC | 60 -5-62-65200 | SLING | 178.93 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| SPRINGFIELD ELECTRIC | 60 -5-62-65300 | SHARPNER/WIRE STRIPPER | 48.44 | UTILITY | DISTRIBUTION SYSTEM | SMALL TOOLS |
| ANIXTER INC | 60 -5-62-65300 | TOOL KIT | 3,625.89 | UTILITY | DISTRIBUTION SYSTEM | SMALL TOOLS |
| AMAZON CAPITAL SERVICES | 60 -5-62-65300 | TOOLS | 212.50 | UTILITY | DISTRIBUTION SYSTEM | SMALL TOOLS |
| ANIXTER INC | 60 -5-63-51200 | FLOOD LIGHT | 755.95 | UTILITY | STREET LIGHTING | R&M/EQUIPMENT |
| TRAFFIC CONTROL CORP | 60 -5-63-51420 | SIGNAL EQUIPMENT | 460.00 | UTILITY | STREET LIGHTING | R&M/TRAFFIC SIGNALS |
| VALLEY APPLIANCE SALES | 60 -5-64-51200 | HYDRO SUMP PUMP | 4,575.00 | UTILITY | HYDROELECTRIC PLANT | R&M/EQUIPMENT |
| VALLEY APPLIANCE SALES | 60 -5-64-51200 | HYDRO SUMP PUMP | 4,960.00 | UTILITY | HYDROELECTRIC PLANT | R&M/EQUIPMENT |
| DEBO ACE HARDWARE | 60 -5-64-65200 | SUPPLIES | 559.44 | UTILITY | HYDROELECTRIC PLANT | OPERATING SUPPLIES |
| SPRINGFIELD ELECTRIC | 60 -5-64-65200 | CONDUIT CLAMP | 92.98 | UTILITY | HYDROELECTRIC PLANT | OPERATING SUPPLIES |
| ULINE | 60 -5-64-65200 | SAFETY CABINETS | 4,950.91 | UTILITY | HYDROELECTRIC PLANT | OPERATING SUPPLIES |
| KENDRICK PEST CONTROL I | 60 -5-72-51100 | WPWTP | 35.00 | UTILITY | WATER TREATMENT | R&M BUILDINGS |
| COLUMBIA PIPE & SUPPLY | 60 -5-72-51200 | GASKETS | 161.39 | UTILITY | WATER TREATMENT | R&M EQUIPMENT |
| COLUMBIA PIPE & SUPPLY | 60 -5-72-51200 | PARTS | 5,982.00 | UTILITY | WATER TREATMENT | R&M EQUIPMENT |
| METERS & CONTROLS INC | 60 -5-72-51200 | MAG METER | 2,703.05 | UTILITY | WATER TREATMENT | R&M EQUIPMENT |
| METERS & CONTROLS INC | 60 -5-72-51200 | MAG METER | 2,738.05 | UTILITY | WATER TREATMENT | R&M EQUIPMENT |
| DRK ENTERPRISES | 60 -5-72-51200 | LED LIGHTING | 2,470.14 | UTILITY | WATER TREATMENT | R&M EQUIPMENT |
| TEST INC. | 60 -5-72-52804 | WATER & WWTP CONTRACT | 23,331.63 | UTILITY | WATER TREATMENT | WS/WWTP SERVICE CONTRACT |
| TEST INC. | 60 -5-72-53850 | FLINT HILLS PT ANALYSIS | 933.21 | UTILITY | WATER TREATMENT | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | NANOCHEM PT ANALYSIS | 630.77 | UTILITY | WATER TREATMENT | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | DIAMOND TW PT ANALYSIS | 640.55 | UTILITY | WATER TREATMENT | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | CF PT ANALYSIS | 434.72 | UTILITY | WATER TREATMENT | ANALYSIS PRETREATMENT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,726.45 | UTILITY | WATER TREATMENT | SALT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,726.45 | UTILITY | WATER TREATMENT | SALT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,638.25 | UTILITY | WATER TREATMENT | SALT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,729.60 | UTILITY | WATER TREATMENT | SALT |
| DEBO ACE HARDWARE | 60 -5-72-65200 | SUPPLIES | 211.08 | UTILITY | WATER TREATMENT | OPERATING SUPPLIES |
| FASTENAL CO | 60 -5-72-65200 | SUPPLIES | 380.78 | UTILITY | WATER TREATMENT | OPERATING SUPPLIES |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|----------------------------|----------|---------|----------------------|---------------------|
| SMITH'S SALES & SERVICE | 60 -5-72-65200 | PARTS | 87.00 | UTILITY | WATER TREATMENT | OPERATING SUPPLIES |
| COLUMBIA PIPE & SUPPLY | 60 -5-72-65200 | PVC | 187.92 | UTILITY | WATER TREATMENT | OPERATING SUPPLIES |
| COLUMBIA PIPE & SUPPLY | 60 -5-72-65200 | PVC | 86.63 | UTILITY | WATER TREATMENT | OPERATING SUPPLIES |
| AMEREN ILLINOIS | 60 -5-72-66730 | 09973-76815 RT 6 WEST | 215.78 | UTILITY | WATER TREATMENT | PURCHASED POWER-GAS |
| AMEREN ILLINOIS | 60 -5-72-66730 | 16520-07000 900 BRUNNER | 76.30 | UTILITY | WATER TREATMENT | PURCHASED POWER-GAS |
| AMEREN ILLINOIS | 60 -5-72-66730 | 60154-25937 901 BRUNNER | 700.54 | UTILITY | WATER TREATMENT | PURCHASED POWER-GAS |
| PUTNAM CO PAINTING | 60 -5-73-51200 | PAINT PIPE RACK | 875.00 | UTILITY | WATER DISTRIBUTION | R&M EQUIPMENT |
| UTILITY EQUIPMENT CO | 60 -5-73-51525 | VET PARK-HYDRANT EXT | 390.00 | UTILITY | WATER DISTRIBUTION | R&M HYDRANTS |
| UTILITY EQUIPMENT CO | 60 -5-73-52000 | 9TH ST- SEWER RPR | 805.00 | UTILITY | WATER DISTRIBUTION | R&M SEWERS |
| FICEK ELECTRIC & COMMUN | 60 -5-73-52940 | MENARDS LIFT STATION | 880.60 | UTILITY | WATER DISTRIBUTION | R&M LIFT STATIONS |
| PABIAN ENTERPRISES LLC | 60 -5-73-52940 | ARBY'S PUMP STATION | 1,420.00 | UTILITY | WATER DISTRIBUTION | R&M LIFT STATIONS |
| FERGUSON WATERWORKS | 60 -5-73-52960 | METER REGISTER | 4,975.12 | UTILITY | WATER DISTRIBUTION | R&M METERS |
| FERGUSON WATERWORKS | 60 -5-73-52960 | METER REGISTER | 4,863.39 | UTILITY | WATER DISTRIBUTION | R&M METERS |
| FERGUSON WATERWORKS | 60 -5-73-52960 | METER REGISTER | 4,748.63 | UTILITY | WATER DISTRIBUTION | R&M METERS |
| AMEREN ILLINOIS | 60 -5-73-57100 | 78187-01938 2909 PEORIA ST | 537.95 | UTILITY | WATER DISTRIBUTION | UTILITIES |
| AMEREN ILLINOIS | 60 -5-73-57100 | 86200-06895 BRUNNER ST | 284.17 | UTILITY | WATER DISTRIBUTION | UTILITIES |
| DEBO ACE HARDWARE | 60 -5-73-65200 | SUPPLIES | 578.95 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| MENARDS | 60 -5-73-65200 | SUPPLIES | 149.95 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| FERGUSON WATERWORKS | 60 -5-73-65200 | SUPPLIES | 273.73 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| FERGUSON WATERWORKS | 60 -5-73-65200 | SUPPLIES | 129.29 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 60 -5-73-65200 | WIRELESS MOUSE | 22.98 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 60 -5-73-65200 | BOOTS | 149.95 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| SUBSURFACE SOLUTIONS | 60 -5-73-65300 | NEW LOCATOR | 3,321.65 | UTILITY | WATER DISTRIBUTION | SMALL TOOLS |
| VERIZON WIRELESS | 60 -5-73-92900 | 815-202-6037 PW SUPER | 25.46 | UTILITY | WATER DISTRIBUTION | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 60 -5-73-92900 | 815-202-6197 WATER FOREMAN | 33.20 | UTILITY | WATER DISTRIBUTION | MISCELLANEOUS EXP |
| VERIZON WIRELESS | 60 -5-73-92900 | 779-717-8806 WATER ON CALL | 42.14 | UTILITY | WATER DISTRIBUTION | MISCELLANEOUS EXP |
| KENDRICK PEST CONTROL I | 60 -5-74-51100 | DISPOSAL PLANT | 35.00 | UTILITY | WATER DISPOSAL PLANT | R&M BUILDINGS |
| AIRGAS USA, LLC-NORTH D | 60 -5-74-59310 | CYLINDER LEASES | 382.92 | UTILITY | WATER DISPOSAL PLANT | EQUIPMENT RENTAL |
| JACK'S GAS & SERV INC | 60 -5-75-51300 | INSPECTIONS | 400.00 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| SAPP BROS TRUCK STOPS I | 60 -5-75-51300 | TIRE RPR | 764.65 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| NAPA AUTO PARTS | 60 -5-75-51300 | D303 WATER PUMP | 73.25 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| PERU AUTO ELECTRIC | 60 -5-75-51300 | E104 BLADE | 36.00 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| BALDIN'S GARAGE | 60 -5-75-51300 | E302 MNTNCE | 1,345.85 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| BALDIN'S GARAGE | 60 -5-75-51300 | E104 MNTNCE | 1,807.10 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| BALDIN'S GARAGE | 60 -5-75-51300 | E203 MNTNCE | 1,725.04 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| CDW GOVERNMENT INC | 60 -5-75-51300 | VEHICLE DOCKS | 947.87 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| US BANK VOYAGER FLEET S | 60 -5-75-65500 | FEB23 FUEL-ELEC | 1,495.74 | UTILITY | TRUCKS & VEHICLES | FUEL & OIL VEHICLES |
| US BANK VOYAGER FLEET S | 60 -5-75-65500 | FEB23 FUEL-WTR | 1,062.98 | UTILITY | TRUCKS & VEHICLES | FUEL & OIL VEHICLES |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-----------------------------------|----------------|--------------------------|---------------|---------|--------------------|----------------------|
| COMPLETE INTEGRATION & | 60 -5-77-88000 | WTP-RPLC MAIN PLC | 20,000.00 | UTILITY | PLANT & EQUIPMENT | NEW EQUIPMENT |
| GASVODA & ASSOCIATES IN | 60 -5-77-88000 | WWTP-RAS PUMP | 40,709.00 | UTILITY | PLANT & EQUIPMENT | NEW EQUIPMENT |
| ANIXTER INC | 60 -5-77-88433 | POHAR 3PH PEDESTALS | 5,173.00 | UTILITY | PLANT & EQUIPMENT | POHAR SUBD UTILITIES |
| ANIXTER INC | 60 -5-77-88433 | POHAR 3PH PEDESTALS | 7,510.00 | UTILITY | PLANT & EQUIPMENT | POHAR SUBD UTILITIES |
| T & R ELECTRIC SUPPLY C | 60 -5-77-88900 | TRANSFORMER-DIAMOND SUBD | 36,716.61 | UTILITY | PLANT & EQUIPMENT | TRANSFORMERS |
| AMEREN ILLINOIS | 85 -5-90-57100 | 08660-38091 PLNK RD | 1,576.22 | AIRPORT | OPERATING EXPENSES | UTILITIES |
| AMEREN ILLINOIS | 85 -5-90-57100 | 61228-53139 PLNK RD | 1,092.22 | AIRPORT | OPERATING EXPENSES | UTILITIES |
| IV NET | 85 -5-90-92900 | MAR23 PORT CHARGE | 50.00 | AIRPORT | OPERATING EXPENSES | MISCELLANEOUS EXP |
| Total Accts Payable Disbursements | | | \$ 509,179.99 | | | |

City of Peru Payroll Totals

GENERAL FUND

| | |
|----------------------|----------|
| 10 ELECTED OFFICIALS | 4028.77 |
| 12 CLERK'S OFFICE | 2234.23 |
| 14 ENGINEER | 12275.33 |
| 15 ADMINISTRATIVE | 1,148.76 |
| 16 POLICE | 86793.25 |
| 17 FIRE | 20333.92 |
| 19 STREET | 28377.1 |
| 23 PARKS | 6351.55 |
| 24 CEMETERY | 2565.91 |
| 25 CITY GARAGE | 6048.19 |
| 26 FINANCE | 8773.78 |
| 27 IT | 6276.27 |
| 28 LEGAL | 6436.33 |
| 29 HUMAN RESOURCES | 5,667.51 |

10 TOTAL GENERAL FUND

197,310.90

UTILITY FUND

| | |
|------------------------|-----------|
| 12 CLERK'S OFFICE | 5,351.86 |
| 15 ADMINISTRATIVE | 2,248.83 |
| 61 POWER & GENERATION | 9,202.72 |
| 62 DISTRIBUTION SYSTEM | 47,021.10 |
| 64 HYDROELECTRIC PLANT | 5,226.21 |
| 73 WATER DISTRIBUTION | 18,429.20 |

60 TOTAL UTILITY FUND

\$ 87,479.92

TOTAL ALL PAYROLL EXPENSE

\$ 284,790.82

**CITY OF PERU
PAYMENTS BY WIRE**

15 INSURANCE FUND

| | |
|---------------------------------|-------------------|
| FEB INSURANCE PREMIUMS | 116,829.29 |
| FEB IPBC HRA/FSA | 19,855.38 |
| DEC ADDL IPBC ADMIN FEES | 67.00 |
| JAN IPBC ADMIN FEES | 748.30 |

| | | |
|--------------|-----------|-------------------|
| TOTAL | \$ | 137,499.97 |
|--------------|-----------|-------------------|

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF STORM SEWER FACILITIES, AND ACCEPTANCE OF AN EASEMENT FROM MADISON MEDICAL PARTNERS LLC.

WHEREAS, 3 Diamond Development, LLC, proposes stormwater drainage improvements to benefit Peru Diamond 3 Senior Development, a Planned Development, currently under construction north of Wenzel Road between Progress Boulevard and Marquette Road; and

WHEREAS, there is a need to obtain an easement from the adjacent landowner east of the Planned Development, Madison Medical Partners LLC, in order to construct the stormwater drainage improvements; and

WHEREAS, the City finds and determines that the stormwater drainage improvements to be constructed by 3 Diamond Development, LLC can be utilized by City and future developments to improve storm water drainage across the surrounding area; and

WHEREAS, As provided in the attached Easement Agreement, Madison Medical Partners, LLC has agreed to provide 3 Diamond Development, LLC with a temporary construction easement to construct the stormwater drainage improvements, and has further agreed to provide the City of Peru with a public utility easement for storm sewer purposes, all being within the Easement Area described in the Easement Agreement; and

WHEREAS, the execution of the Easement Agreement and acquisition of the Public Utility Easement is a matter pertaining to the government and affairs of the City, is for a proper public purpose, and is in the best interests of the health, safety, and welfare of the City.

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

SECTION 1: The Mayor and the City Clerk, for and on behalf of the City, are hereby authorized and directed to execute and attest the attached Easement Agreement, and to accept the Public Utility Easement from Madison Medical Partners LLC.

SECTION 2: This Ordinance 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 13th day of March, 2023.

APPROVED: March 13, 2023

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 | | | |
| Waldorf | | | |
| Sapienza | | | |
| Lukosus | | | |
| Buffo | | | |

EASEMENT AGREEMENT

PIN: 17-04-342-000

This space reserved for Recorder's use only.

EASEMENT AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF STORM SEWER FACILITIES

THIS AGREEMENT ("Agreement") is dated as of this _____ day of _____, 2023 ("Effective Date"), by and between **3 DIAMOND DEVELOPMENT, LLC**, an Illinois limited liability company ("3 Diamond"), **MADISON MEDICAL PARTNERS LLC**, a Wyoming limited liability company ("Madison"), and the **CITY OF PERU**, an Illinois home rule municipal corporation ("City"). (Collectively, 3 Diamond, Madison, and City are referred to herein as the "Parties")

RECITALS

WHEREAS, 3 Diamond is the owner of certain real estate commonly known as Peru Diamond 3 Senior Development, a Planned Development, which planned development is currently under construction north of Wenzel Road between Progress Boulevard and Marquette Road in the City of Peru, Illinois (PIN # 17-04-343-000) (the "Planned Development"); and

WHEREAS, Madison is the owner of certain real estate, legally described on Exhibit A attached hereto and incorporated herein (the "Madison Property"), a portion of which is immediately adjacent to and east of the Planned Development; and

WHEREAS, in order to improve the stormwater drainage upon the Planned Development, 3 Diamond desires to construct an underground storm sewer overflow pipe ("Storm Sewer Pipe") across the Madison Property within the twenty (20) foot wide easement (the "Easement Area") described and depicted on the Easement Plat attached hereto and incorporated herein as Exhibit B; and

WHEREAS, City finds and determines that it can utilize the Storm Sewer Pipe to improve storm water drainage across the surrounding area, desires to obtain a public utility easement from Madison across the Easement Area, and is willing to assume responsibility for future replacement, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Storm Sewer Pipe located within the Easement Area; and

WHEREAS, Madison is agreeable to granting the necessary easements to 3 Diamond for the construction of the Storm Sewer Pipe, and to City for the future replacement, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Storm Sewer Pipe.

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties and pursuant to the City's home rule powers, the Parties agree as follows:

SECTION 1. GRANT OF TEMPORARY CONSTRUCTION EASEMENT.

- A. Madison, for itself and its successors and assigns, does hereby convey and grant to 3 Diamond, its successors and assigns, a temporary construction easement over, under, in, along, across and upon the Easement Area of the Madison Property for the installation, placement, and/or construction of the Storm Sewer Pipe.
- B. 3 Diamond shall, at 3 Diamond's sole cost and expense; install, place, and/or construct the Storm Sewer Pipe, and restore the Easement Area, in a good and workmanlike manner within ninety (90) days after the Effective Date, at which time this temporary construction easement shall terminate.
- C. Upon termination of the temporary construction easement, the Storm Sewer Pipe and any other storm water facilities installed, placed, and/or constructed by 3 Diamond within the Easement Area shall be dedicated to and become the sole responsibility of City.

SECTION 2. GRANT OF PUBLIC UTILITY EASEMENT.

- A. Madison, for itself and its successors and assigns, does hereby grant, bargain, sell and convey to the City, its successors, permittees, and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Easement Area of the Madison Property to construct, operate, repair, patrol, inspect, relocate, reconstruct, and remove from time to time, the Storm Sewer Pipe and all mains, lines, sewers, manholes, tiles, pipes, connections, catch basins, and, without limitation, such other installations as may be required or may be deemed necessary by City for storm sewer purposes.
- B. The perpetual rights and easements granted to City include City's right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said Easement Area during construction or maintenance of said utility systems; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Area; and (iii) to clear and remove, without any liability whatsoever to City, any obstacles on the Easement Area which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of any said utility systems on the Easement Area, or which create hazardous conditions, and to keep the Easement Area clear of such obstacles and obstructions. City shall have the right to clear and remove any such obstacles, but not the obligation to do so.
- C. Madison reserves the right to make any use of the Easement Area so long as such use does not interfere with the rights herein granted to City or create a hazardous condition, except that Madison shall make no excavations on the Easement Area without the prior written

consent of the City, and then only in such manner as will not disturb or interfere with the City's facilities located therein.

SECTION 3. HOLD HARMLESS.

3 Diamond agrees to hold Madison and City harmless from all claims, causes of action, suits, damages, or demands that arise directly from the installation, placement, and/or construction of the Storm Sewer Pipe by 3 Diamond on the Easement Area.

SECTION 4. COVENANTS RUNNING WITH THE LAND.

The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are and will be easements, rights, restrictions, agreements and covenants running with the land, are to be recorded against the Madison Property, and are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives.

SECTION 5. GENERAL PROVISIONS.

- A. Notices.** All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to 3 Diamond: 3 Diamond Development, LLC
6677 N. Lincoln Ave., Ste. 400
Lincolnwood, IL 60712

If to Madison: Madison Medical Partners LLC
733 Struck Street #45107
Madison, WI 53744

If to City: City of Peru
1901 Fourth Street, PO Box 299
Peru, IL 61354

- B. Amendment.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

- C. Authority to Execute.** Each of the Parties to this Agreement hereby warrants and represents that: (i) it has the full and complete right, power, and authority to enter into this

Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and (ii) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

- D. **Recording.** The City will record this Agreement against the Madison Property with the Office of the LaSalle County Recorder's Office promptly following the full execution of this Agreement by the Parties.
- E. **Non-Waiver.** The City and the Owner will be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of any party to exercise at any time any right granted to such party is not to be deemed or construed to be a waiver of that right, nor will the failure void or affect any party's right to enforce that right or any other right.
- F. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the easements granted pursuant to this Agreement. All representations and warranties contained in this Agreement will survive the expiration and termination of the permanent and temporary easement rights herein granted.
- G. **Applicable Law and Venue.** This Agreement shall be governed by and construed under to the laws of the State of Illinois. Venue shall be proper only in the Circuit Court of LaSalle County, Illinois which shall be the only appropriate forum for the resolution of disputes hereunder.
- H. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

3 DIAMOND DEVELOPMENT, LLC,
an Illinois limited liability company:

MADISON MEDICAL PARTNERS, LLC,
a Wyoming limited liability company:

BY: _____
BEN PORUSH, MANAGER

BY: _____
ROBERT J. VICKREY, MANAGER

CITY OF PERU, an Illinois home rule
municipal corporation:

ATTEST:

BY: _____
KEN KOLOWSKI, MAYOR

DAVID R. BARTLEY, CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that BEN PORUSH, personally known to me to be a manager of 3 DIAMOND DEVELOPMENT LLC, an Illinois limited liability company, and to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such manager, he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 2023.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ROBERT J. VICKREY, personally known to me to be a manager of MADISON MEDICAL PARTNERS, LLC, a Wyoming limited liability company, and to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such manager, he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 2023.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Ken Kolowski and David Bartley, personally known to me to be Mayor and City Clerk, respectively, of the CITY OF PERU, an Illinois home rule municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Mayor and City Clerk, they signed and delivered the said instrument, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of February, A.D., 2023.

Notary Public

ACCEPTANCE

The above and foregoing Easement is accepted by the City of Peru, Illinois, pursuant to direction of its City Council, this _____ day of _____, 2023.

**CITY OF PERU, an Illinois
Home-Rule Municipal Corporation**

**BY: _____
Ken Kolowski, Mayor**

(CORPORATE SEAL)

ATTEST:

David R. Bartley, City Clerk

**This Instrument Prepared By and Return To:
City of Peru
1901 4th Street, PO Box 299
Peru, IL 61354**

EXHIBIT A
Legal Description – Madison Property

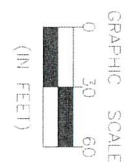
That part of the Southwest Quarter of Section 4, Township 33 North, Range 1 East of the Third Principal Meridian, LaSalle County, Illinois, described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 4; thence North 89° 03' 30" East 1,132.92 feet along the South Line of the Southwest Quarter of said Section 4; thence North 00° 43' 00" West 220.00 feet to the Northwest Corner of Lot 4 in Earl Wenzel Commercial Second Addition, said point being the Point of Beginning; thence continuing North 00° 43' 00" West 1,066.88 feet along the East Line of Progress Park Addition; thence North 89° 03' 00" East 500.00 feet; thence North 00° 43' 00" West 1,365.77 feet to the North Line of the Southwest Quarter of said Section 4; thence North 88° 51' 20" East 1,027.32 feet along said North Line to the Northeast Corner of the Southwest Quarter of said Section 4; thence South 00° 23' 42" East 2,032.88 feet along the East Line of said Southwest Quarter to the Northeast Corner of Lot 1 in Earl Wenzel Commercial Seventh Addition; thence South 89° 03' 00" West 910.95 feet to the Northwest Corner of Lot 1 in Earl Wenzel Commercial Eighth Addition; thence South 00° 56' 30" East 583.41 feet to the Southwest Corner of Lot 1 in Earl Wenzel Commercial Fifth Addition and the North Right-of-Way Line of Wenzel Road; thence South 89° 06' 30" West 287.23 feet along said North Right-of-Way Line to the Southeast Corner of Lot 1 in Earl Wenzel Commercial Fourth Addition; thence North 00° 43' 00" West 180.00 feet along the East Line of Earl Wenzel Commercial Fourth Addition to the Northeast Corner of said Lot 1; thence South 89° 03' 30" West 320.00 feet to the Point of Beginning.

EXCEPTING THEREFROM, the 9± acres conveyed to Peoria Opportunities Foundation, an Illinois Not-for-Profit Corporation, described in Doc. No. 2022-10085 recorded with the LaSalle County Recorder's Office on 8/5/2022.

PIN: 17-04-342-000

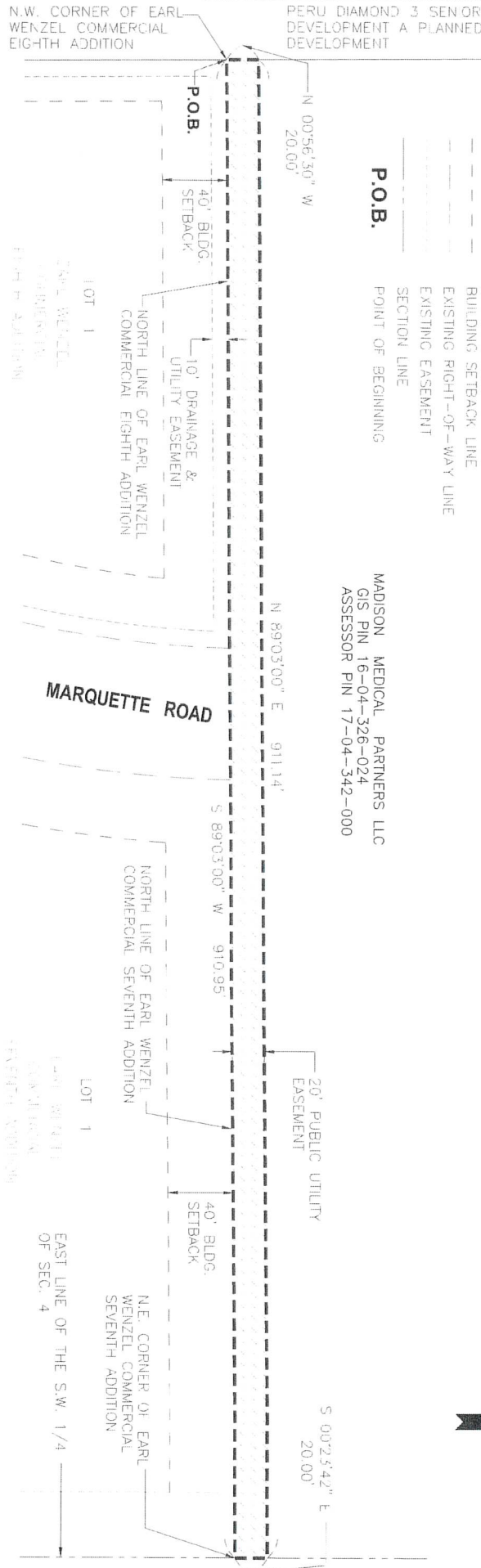
EASEMENT PLAT
CITY OF PERU,
LA SALLE COUNTY, ILLINOIS
BEING A PART OF THE S.W. 1/4 OF SECTION 4,
T. 33 N., R. 1 E. OF THE 3RD P.M.



LEGEND

- PROPOSED PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT
- SECTION LINE
- P.O.B. POINT OF BEGINNING

MADISON MEDICAL PARTNERS, LLC
GIS: PIN 16-04-326-024
ASSESSOR: PIN 17-04-342-000



LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 4, Township 33 North, Range 1 East of the Third Principal Meridian, LaSalle County, Illinois, described as follows:

Beginning at the Northwest Corner of Earl Wenzel Commercial Eighth Addition per Final Plat recorded July 1, 2010 as Document No. 2010-13715 in the Office of the LaSalle County Recorder; thence North 00° 56' 30" West 20.00 feet along the East Line of Peru Diamond 3 Senior Development, a Planned Development, per Plat recorded August 11, 2022 as Document No. 2022-10402 in the Office of the LaSalle County Recorder; thence North 89° 03' 00" East 911.14 feet to the East Line of the Southwest Quarter of Section 4; thence South 00° 23' 42" East 20.00 feet along said East Line to the Northeast Corner of Earl Wenzel Commercial Seventh Addition per Final Plat recorded April 25, 2008 as Document No. 2008-01857 in the Office of the LaSalle County Recorder; thence South 89° 03' 00" West 910.95 feet along the North Line of said Earl Wenzel Commercial Seventh Addition and the North Line of said Earl Wenzel Commercial Eighth Addition to the Point of Beginning.



I, MICHAEL S. RICHETTA, HEREBY STATE THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION

PLS NO. 035-003788 DATE 03/06/2023



| DATE | BY | DATE | REVISION | DESCRIPTION | EASEMENT PLAT | CHECKED AS OF: 03/06/2023 | SHEET 1 |
|---------------|----|------|----------|-------------|---------------|---------------------------|---------|
| DATE 01/20/23 | | | | | | SCALE AS NOTED | |
| | | | | | | FILE NO. 2017104-1-4 | UP 1 |

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF PERU CODE OF
ORDINANCES AS IT RELATES TO PROHIBITED PARKING.**

WHEREAS, the City Council of the City of Peru, an Illinois home rule municipal corporation, has determined that it is advisable and in the best interest of public health, safety, and welfare that Section 110-341(a) of the City Code be amended to prohibit parking at additional locations within the City.

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

SECTION 2: Code Amendment. Chapter 110 – TRAFFIC AND VEHICLES, ARTICLE V. – STOPPING, STANDING AND PARKING; DIVISION 3. – PARKING SCHEDULES, Sec. 110-341. – Parking prohibited, shall be and is hereby amended to prohibit parking at the following additional locations:

Sec. 110-341. – Parking prohibited.

(a) Parking shall be prohibited on the following streets:

| <u>Street</u> | <u>Intersection</u> | <u>Side</u> |
|---------------|---|-------------|
| Fifth Street | Buffalo Street to a point 40 feet east and west of the centerline. | North |
| Fifth Street | St. Louis Street to a point 50 feet east and west of the centerline | North |

SECTION 3: This Ordinance shall be effective immediately from and after its passage, approval, and publication 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 13th day of March, 2023.

APPROVED: March 13, 2023

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley, City Clerk

| <u>Aldermen</u> | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|------------------------|-------------------|-------------------|----------------------|
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| Ballard | | | |
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| Tieman | | | |
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| Payton | | | |
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| Edgcomb | | | |
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| Waldorf | | | |
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| Sapienza | | | |
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| Lukosus | | | |
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| Buffo | | | |
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ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND ACCEPTANCE
OF AN EASEMENT FROM THE CITY OF PERU, ILLINOIS
(Lot 2 of Master-View Park Subdivision – Bureau County PIN 18-13-400-003)**

WHEREAS, the City of Peru, an Illinois home rule municipal corporation (hereinafter “City”), proposes infrastructure improvements within Master-View Park Subdivision; and

WHEREAS, there is a need for a public utility easement from the City to make said infrastructure improvements, and the City has agreed to provide the requested easement (hereinafter “Easement”); and

WHEREAS, the acquisition of the Easement is a matter pertaining to the government and affairs of the City, is for a proper public purpose, and is in the best interests of the health, safety, and welfare of the City.

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

SECTION 1: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute and accept, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the Easement from the City, a copy of which is attached hereto and incorporated herein.

SECTION 2: This Ordinance 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 13th day of March, 2023.

APPROVED: March 13, 2023

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 | | | |
| Waldorf | | | |
| Sapienza | | | |
| Lukosus | | | |
| Buffo | | | |

PUBLIC UTILITY EASEMENT

Lot 2 of Master-View Park
Subdivision, Peru, IL 61354

PIN: 18-13-400-003
(Bureau County)

This space reserved for Recorder's use only.

GRANTOR, CITY OF PERU, an Illinois home rule municipal corporation (hereinafter "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF PERU**, an Illinois home rule municipal corporation, its successors, permittees, and assigns (hereinafter "Grantee"), the following perpetual rights and easements, to-wit:

- (a) To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time sanitary sewers and storm sewers and any and all manholes, tiles, pipes, connections, catch basins, and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for sanitary and/or storm sewer purposes; and
- (b) To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time water mains and lines and any and all necessary manholes, tiles, pipes, connections, catch basins, fire hydrants, buffalo boxes, and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for water service purposes; and
- (c) To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time, electric transmission, distribution, communication lines and systems, and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for electric and communication service purposes;

in, over, under, across, along, and upon the real estate described and depicted on the Easement Plat attached hereto and incorporated herein (the "Easement Tract").

The aforesaid perpetual rights and easements are granted together with the right (i) to use reasonable working space adjacent to said Easement Tract during construction or maintenance of said utility system. and (ii) to clear and remove, without any liability to Grantee, any obstacles on the Easement Tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of said utility system on the Easement Tract, or which create hazardous

conditions, and to keep the Easement Tract clear of such obstacles and obstructions. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

Grantor reserves the right to make any use of the Easement Tract so long as such use does not interfere with the rights herein granted or create a hazardous condition, except that Grantor shall make no excavations on the Easement Tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with the Grantee's facilities located thereon, nor shall Grantors place buildings or structures on the Easement Tract.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois. This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns.

WITNESS the hand and seal of the Grantor this ____ day of _____, A.D., 2023.

GRANTOR:
CITY OF PERU, an Illinois home
rule municipal corporation

By: _____
Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Ken Kolowski, personally known to me to be the Mayor of the City of Peru, an Illinois home rule municipal corporation, and David Bartley, personally known to me to be the City Clerk of said City of Peru, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged they signed and delivered the said instrument of writing as Mayor and City Clerk of said City of Peru, Illinois and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City Council of said City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D., 2023.

Notary Public

ACCEPTANCE

The above and foregoing Easement is accepted by the City of Peru, Illinois, pursuant to direction of its City Council, this 13th day of March, 2023.

CITY OF PERU, an Illinois home
rule municipal corporation

By: _____
Ken Kolowski, Mayor

(CORPORATE SEAL)

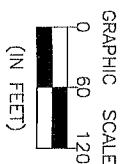
ATTEST:

David R. Bartley, City Clerk

This Instrument Prepared By and Return To:
City of Peru Corporation Counsel
1901 Fourth Street
PO BOX 299
Peru, IL 61354
(815) 224-6020

EASEMENT PLAT

FOR
PART OF LOT 2 IN MASTER - VIEW PARK SUBDIVISION
BUREAU COUNTY, ILLINOIS
FEBRUARY, 2023



DEDICATED PUBLIC ROAD

120' R.O.W.

SOUTH R.O.W. LINE OF
DEDICATED PUBLIC ROAD

WEST LINE LOT 2

EAST LINE OF THE
S.W. 1/4, SEC. 13

EXIST. 20' PUBLIC
UTILITY EASEMENT

LOT 2
MASTER - VIEW PARK SUBDIVISION
DOC. NO. 2022R02412

EXIST. 40' PUBLIC UTILITY EASEMENT, INCLUDING SIGNAGE

20' PUBLIC UTILITY
EASEMENT

EXIST. 20' PUBLIC UTILITY EASEMENT

EXIST. ILLINOIS POWER CO.
ELECTRIC EASEMENT
BOOK 409 PAGE 106
BEING THE SOUTH 10' OF
THE EAST 100' AND A
75' RADIUS EASEMENT
FOR DOWNGUYS
DOCUMENT NO. 305796

EXIST. 10' CITY OF PERU ELECTRIC EASEMENT
RECORDED IN LASALLE COUNTY AS DOCUMENT NO. 2010-16149
RECORDED IN BUREAU COUNTY AS DOCUMENT NO. 2010R03943

FAI ROUTE 80

SOUTH LINE OF THE
S.E. 1/4, SEC. 13

SOUTH LINE OF THE
S.W. 1/4, SEC. 13

Public Utility Easement

LEGEND

- EXISTING EASEMENT LINE
- PROPOSED PUBLIC UTILITY EASEMENT
- RIGHT-OF-WAY LINE
- SECTION LINE



Chantlin & Associates

PERU MORRIS
OTTAWA MENDOTA
ILLINOIS



employee 11-30-2024
PROFESSIONAL DESIGN FIRM
LICENSE NO. 154-001717
miller@chantlin.com

I, MICHAEL S. RICHETTA, HEREBY CERTIFY THAT THIS
DOCUMENT WAS PREPARED UNDER MY DIRECTION

ILL. PLS NO. 035-003788

DATE 02/27/2023

3976.03/72

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF CERTAIN
COAL AND MINERAL INTERESTS TO BUILDING MATERIALS
MANUFACTURING CORPORATION, A DELAWARE CORPORATION.**

WHEREAS, the City of Peru (“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, on April 25, 2022, the City Council duly passed Ordinance No. 6647, which authorized the purchase of certain coal and mineral interests underlying real estate located within the designated redevelopment project area for the then proposed Peru MVP Tax Increment Financing District (“MVP TIF District”) from Bureau County, as Trustee; and

WHEREAS, the City purchased the coal and mineral interests to encourage investment and provide greater assurance to prospective developments within the MVP TIF District, which MVP TIF District was subsequently approved and adopted by Ordinance No. 6667 on June 20, 2022; and

WHEREAS, on June 20, 2022, the City Council duly passed Ordinance No. 6668, which authorized the purchase and sale of certain real property pursuant to the Sales and Pre-Development Agreement by and between the City of Peru and Building Materials Manufacturing Corporation (“BMMC”) dated April 28, 2022 (the “Agreement”); and

WHEREAS, pursuant to the Agreement and Ordinance No. 6668, and at the desire of BMMC, the City conveyed Lot 1 of Master-View Park Subdivision to BMMC on June 22, 2022, which conveyance included all City’s interest in subsurface coal and minerals underlying the property; and

WHEREAS, in furtherance of the Project described in the Agreement, BMMC has purchased, or intends to purchase, additional property situated between Lot 1 of Master-View Park Subdivision and the former LaSalle and Bureau County Railroad, legally described on the attached Exhibit A; and has requested that the City convey the underlying coal and mineral rights for said additional property to BMMC; and

WHEREAS, pursuant to the City's home rule powers and the laws of the State of Illinois including, without limitation, 65 ILCS 5/11-76-1 and 65 ILCS 5/11-74.4-4; the City is authorized to sell, convey, or dispose of real estate or rights or interests therein for economic development and other purposes; and

WHEREAS, the City Council finds and determines as follows: (1) to date, BMMC has complied with all its duties and obligations under the Agreement related to the development of the Project described therein; (2) the City's interest in the subsurface coal and minerals underlying the property described on Exhibit A has little or no value; (3) the City's interest in said coal and minerals is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; (4) said coal and mineral interest is situated within the designated redevelopment project area of the MVP TIF District; and (5) the City's disposition of said coal and mineral interest to BMMC is for economic development purposes in accordance with the intent and objectives of the Agreement, serves as further consideration for BMMC's performance under the Agreement and expanded scope of the Project, is for a proper public purpose, and is in the best interests of the City and its residents.

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

SECTION 1: Recitals. The foregoing recitals shall be, and they are hereby, incorporated as findings of fact by the City Council as if fully set forth herein.

SECTION 2: Disposition of Coal and Mineral Interest to BMMC. The City Council hereby authorizes and approves the sale and disposition to BMMC of all City's interest in and to all of the coal, shale, shale rock, fireclay, limestone, oil, gas and other mineral and volatile substances in and underlying the real estate described on Exhibit A, attached hereto and incorporated herein. The Mayor, City Clerk, City Attorney, and each of them and their designees, for and behalf of the City, are hereby authorized and directed to execute all documents and perform all other acts and deeds necessary to quitclaim the City's interest in said coal and minerals to BMMC for \$10.00.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect immediately from and 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 13th day of March, 2023.

APPROVED: March 13, 2023

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

Waldorf

Sapienza

Lukosus

Buffo

EXHIBIT A

Legal Description

(Part of Bureau County PINs 18-13-100-016 & 18-13-200-003)

That part of Lot 2 of School's Subdivision, being a part of the North Half of Section 13, Township 16 North, Range 11 East of the Fourth Principal Meridian, as shown on Plat recorded November 4, 2015 as Document 2015R04467, Bureau County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of the West Half of the Northwest Quarter of said Section 13; thence North 01 degrees 02 minutes 20 seconds West 541.82 feet along the East line of the West Half of the Northwest Quarter of said Section 13 to the Point of Beginning; thence continuing North 01 degrees 02 minutes 20 seconds West 133.84 feet along the West line of said Lot 2 to a point being 75 feet Southerly and radially distant from the South right of way line of the former LaSalle and Bureau County Railroad through the North Half of said Section 13; thence Easterly 490.64 feet along a 1564.30 foot radius curve to the left whose chord bears South 82 degrees 48 minutes 40 seconds East 488.63 feet along a line being 75 feet South of and parallel with the curved South right of way line of said Railroad; thence North 01 degree 47 minutes 47 seconds west 5.95 feet to a point being 75 feet Southerly and radially distant from the South right of way line of said Railroad; thence North 88 degrees 11 minutes 49 seconds East 2352.67 feet along a line 75 feet South of and parallel with said South right of way line to the East line of said Lot 2; thence South 01 degree 13 minutes 03 seconds East 72.29 feet along said East line to the southeast corner of said Lot 2; thence South 88 degrees 47 minutes 03 seconds West 1510.90 feet along the South line of said Lot 2; thence South 01 degree 07 minutes 03 seconds East 20.19 feet along the line of said Lot 2; thence South 88 degrees 47 minutes 03 seconds West 1325.36 feet along the South line of said Lot 2 to the Point of Beginning, containing 4.58 acres, more or less, all being situated in the City of Peru, Bureau County, Illinois.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING REZONING AND A
VARIANCE AS SOUGHT BY THE PETITION OF FRANK P.
TAYLOR III AND TERRI TAYLOR CONCERNING
PROPERTY LOCATED AT 11 U.S. ROUTE 6 IN THE CITY
OF PERU, ILLINOIS**

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the City of Peru Planning/Zoning Commission convened for a public hearing on March 8, 2023, to consider the Petition of Frank P. Taylor III and Terri Taylor (hereinafter “Petitioners”) concerning property located at 11 U.S. Route 6 in unincorporated LaSalle County, legally described as follows:

The East 246 feet of the following described tract, located in the West Half of the Southeast Quarter of Section 18, Township 33 North, Range 1, East of the Third Principal Meridian, said tract being described as follows: Commencing at a point on the West Line of the Southeast Quarter of said Section 18, which is 40 feet South of the center of the pavement which is known as U.S. Route 6, this point is on the South Right-of-Way Line of said Route 6, from the above-described Point of Beginning; thence in a Southerly direction on the West Line of said Southeast Quarter 300 feet, to a point; thence Easterly and parallel with the South Right-of-Way Line of said Route 6, a distance of 1336 feet to a point; thence in a Northerly direction parallel with the West Line of said Southeast Quarter, 300 feet to the South Right-of-Way Line of Route 6; thence Westerly along said Right-of-Way Line 1336 feet to the Point of Beginning, excepting underlying coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.

PIN #: 17-18-489-000 (hereinafter “Property”); and

WHEREAS, a car dealership and service center business commonly known as Illinois Valley Auto Group is located upon the Property; and

WHEREAS, Petitioners desire that the Property receive sanitary sewer service from the City, and to construct an addition to the service center and seek the following relief, to wit:

1. The City of Peru annex and rezone the Property to B-4 Highway Business District;
2. A variance to reduce the rear yard setback from not less than 40’, as provided by Section 11.05(h) of the Zoning Ordinance, to not less than 0’, for purposes of constructing an addition; and

WHEREAS, the City’s Planning/Zoning Commission has made its report of the hearing and has unanimously recommended that the City Council approve the relief sought by Petitioners; and

WHEREAS, on the same date hereof, the City Council passed an Ordinance authorizing execution of an Annexation Agreement with Petitioners and an Ordinance annexing the Property to the City of Peru; and

WHEREAS, the City Council finds that approval of the requested rezoning and variance is a matter pertaining to the government and affairs of the City and are in the best interest of the City.

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 City Council finds as facts the recitals hereinbefore set forth.

SECTION 2: Rezoning. The Property is hereby rezoned from R-1, Single Family District, to B-4 Highway Business District pursuant to Section 4.13 of the City's Zoning Ordinance.

SECTION 3: Variance. The Property is hereby granted a variance to reduce the rear yard setback from not less than 40', as provided by Section 11.05(h) of the Zoning Ordinance, to not less than 0', for purposes of constructing an addition pursuant to plans and specifications to be approved by the City's Director of Engineering and Zoning.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect immediately from and 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 13th day of March, 2023.

APPROVED: March 13, 2023

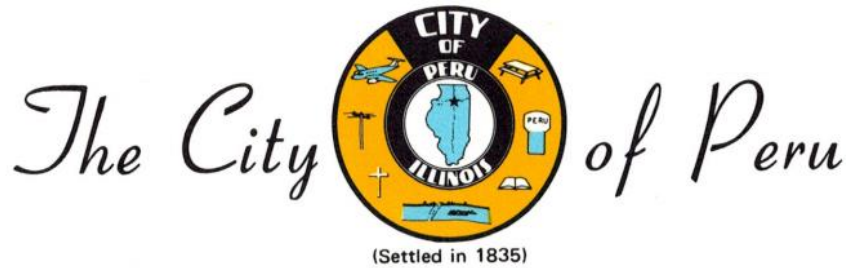
Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley
City Clerk

| <u>Aldermen</u> | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|-----------------|------------|------------|---------------|
| Ballard | | | |
| Tieman | | | |
| Payton | | | |
| Edgcomb | | | |
| Waldorf | | | |
| Sapienza | | | |
| Lukosus | | | |
| Buffo | | | |



Post Office Box 299
Peru, Illinois 61354

March 9, 2023

Mayor Ken Kolowski,
Peru City Clerk, and
Aldermen of the City of Peru

RE: Petition of Frank P. Taylor III and Terri Taylor (Illinois Valley Auto Group)
11 U.S. Route 6, LaSalle County, IL (PIN# 17-18-489-000)

Gentlemen:

Pursuant to legal notice published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru convened for a public hearing on Wednesday, March 8, 2023, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Frank P. Taylor III & Terri Taylor ("Petitioners") concerning property commonly known as 11 U.S. Route 6 in unincorporated LaSalle County, Illinois, legally described as follows:

The East 246 feet of the following described tract, located in the West Half of the Southeast Quarter of Section 18, Township 33 North, Range 1, East of the Third Principal Meridian, said tract being described as follows: Commencing at a point on the West Line of the Southeast Quarter of said Section 18, which is 40 feet South of the center of the pavement which is known as U.S. Route 6, this point is on the South Right-of-Way Line of said Route 6, from the above-described Point of Beginning; thence in a Southerly direction on the West Line of said Southeast Quarter 300 feet, to a point; thence Easterly and parallel with the South Right-of-Way Line of said Route 6, a distance of 1336 feet to a point; thence in a Northerly direction parallel with the West Line of said Southeast Quarter, 300 feet to the South Right-of-Way Line of Route 6; thence Westerly along said Right-of-Way Line 1336 feet to the Point of Beginning, excepting underlying coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.
PIN #: 17-18-489-000 ("Property").

A car dealership and service center business commonly known as Illinois Valley Auto Group is located upon the Property. Petitioners desire that the Property receive sanitary sewer service from the City, and to construct an addition to the service center. Petitioners seek the following relief, to wit:

1. The City of Peru annex and rezone the Subject Property to B-4 Highway Business District;

2. A variance to reduce the rear yard setback from not less than 40', as provided by Section 11.05(h) of the Zoning Ordinance, to not less than 0', for purposes of constructing an addition; and
3. For such other and further relief as may be proper and appropriate.

The Property is not situated within the limits of any municipality but is contiguous to the City of Peru. The Property contains 1.69± acres, and no electors reside thereon.

Planning/Zoning Commission Members Miller, Lucas, Kalsto, Brady and Moreno were present at the hearing. Members Grabowski and Atkinson were absent.

Petitioner Frank P. Taylor appeared and was duly sworn. Mr. Taylor testified that his business is growing and running out of space. The requested setback variance will allow Petitioners to construct six additional bays on the auto service shop. Mr. Taylor testified further that the business has 19 full-time and 3 part-time employees, which is overwhelming the septic system currently serving the Property.

Corporation Counsel Schweickert stated that he and the City's Director of Engineering and Zoning had met with Mr. Taylor and have negotiated the terms of an Annexation Agreement, which provides for annexation of the Property in exchange for City extending sanitary sewer to the Property at City's cost.

There were no objectors or public comments.

The Planning/Zoning Commission found the requested annexation, rezoning, and variance will not alter the essential character of the locality; will not be detrimental or injurious to other properties in the area; will not impair an adequate supply of light or air to adjacent properties, or increase the danger of fire, or endanger the public safety, or diminish or impair property values and will not increase street congestion and, therefore, recommends to the City Council grant the relief as sought by the Petition.

Member Moreno moved, and Member Brady seconded, to favorably recommend the City Council approve the requested relief as prayed for by the Petition. The motion passed unanimously: 5 aye, 0 nay, and 2 Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the
Planning/Zoning Commission

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF
PERU AND FRANK P. TAYLOR III AND TERRI TAYLOR**

WHEREAS, Frank P. Taylor III and Terri Taylor (hereinafter “Owners”) are the owners of the real estate commonly known as 11 U.S. Route 6 in unincorporated LaSalle County, legally described as follows:

The East 246 feet of the following described tract, located in the West Half of the Southeast Quarter of Section 18, Township 33 North, Range 1, East of the Third Principal Meridian, said tract being described as follows: Commencing at a point on the West Line of the Southeast Quarter of said Section 18, which is 40 feet South of the center of the pavement which is known as U.S. Route 6, this point is on the South Right-of-Way Line of said Route 6, from the above-described Point of Beginning; thence in a Southerly direction on the West Line of said Southeast Quarter 300 feet, to a point; thence Easterly and parallel with the South Right-of-Way Line of said Route 6, a distance of 1336 feet to a point; thence in a Northerly direction parallel with the West Line of said Southeast Quarter, 300 feet to the South Right-of-Way Line of Route 6; thence Westerly along said Right-of-Way Line 1336 feet to the Point of Beginning, excepting underlying coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.

PIN #: 17-18-489-000 (hereinafter “Property”); and

WHEREAS, situated upon the Property is a car dealership and service center business commonly known as Illinois Valley Auto Group; and

WHEREAS, the Property is not situated within the limits of any municipality but is contiguous to the City of Peru (hereinafter “City”), and no electors reside thereon; and

WHEREAS, Owners have agreed to annex the Property to the City in exchange for City extending sanitary sewer service to the Property at City’s cost; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to annex and incur the cost of extending City sanitary sewer service to the Property, and that the economic benefit derived from the Property and future nearby developments will exceed City’s cost for extending such services; and

WHEREAS, City has concluded that once annexed, the Property would further the growth of the City, enable the City to control development of the area, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City; and

WHEREAS, Owners and City wish to memorialize their agreements concerning the Property and have negotiated an Annexation Agreement, a copy of which is attached hereto and incorporated herein (hereinafter “Annexation Agreement”); and

WHEREAS, City’s execution of the Annexation Agreement with Owners is a matter pertaining to the government and affairs of the City and is in the best interests of the City.

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 City Council finds as facts the recitals hereinbefore set forth.

SECTION 2: Authorization. The Mayor and City Clerk, and each of them, for and behalf of the City, are hereby authorized to execute the Annexation Agreement with Owners and are further authorized to execute any other documents and perform any other acts necessary to effect City’s performance under the Annexation Agreement.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect immediately from and 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 13th day of March, 2023.

APPROVED: March 13, 2023

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 | | | |
| Waldorf | | | |
| Sapienza | | | |
| Lukosus | | | |
| Buffo | | | |

**ANNEXATION AGREEMENT
BY AND BETWEEN THE CITY OF PERU, ILLINOIS
AND FRANK P. TAYLOR III AND TERRI TAYLOR**

THIS ANNEXATION AGREEMENT (hereinafter "Agreement"); made and entered into this 13th day of March, 2023, between the **CITY OF PERU**, an Illinois home rule municipal corporation (hereinafter "City"), and **FRANK P. TAYLOR III and TERRI TAYLOR** (hereinafter, collectively, "Owners").

WITNESSETH

WHEREAS, Owners are the owners of the real estate commonly known as 11 U.S. Route 6, Peru, Illinois, in unincorporated LaSalle County, legally described on Exhibit A, attached hereto and incorporated herein (hereinafter "Subject Property"); and

WHEREAS, the Subject Property is contiguous to City but has not been annexed to any municipality, and no electors reside thereon; and

WHEREAS, Owners desire and have requested that City provide sanitary sewer service to the Subject Property, and Owners have agreed to annex the Subject Property to City in exchange for City extending said sanitary sewer service to the Subject Property at City's cost; and

WHEREAS, the City finds and determines that it is in the best interest of the City to annex and incur the cost of extending City sanitary sewer service to the Subject Property, and that the economic benefit derived from the Subject Property and future nearby developments will exceed City's cost for extending such services; and

WHEREAS, City has concluded that once annexed, the Subject Property would further the growth of the City, enable the City to control development of the area, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **LEGAL CONFORMANCE WITH LAW**. This Agreement is made pursuant to, and in accordance with, the provisions of the City Code and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. **PETITION TO ANNEX**. Upon execution of this Agreement, Owners will file with the City Clerk a proper Petition for Annexation pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/7-1-8) to annex the Subject Property to the City and rezone the Subject Property to B-4, Highway Business District. This Agreement in its entirety, together with the aforesaid Petition for Annexation, shall be null, void, and of no force and effect unless the Property is validly annexed, zoned and classified under the City's Zoning Ordinance as hereinafter set forth and amended.

3. REZONING. Pursuant to Section 4.13 of the City's Zoning Ordinance, land annexed to the City is automatically zoned and classified as R-1, Single-Family District, unless provision for other classifications is made by ordinance after a public hearing as required by law. Owners desire to rezone the Subject Property to B-4, Highway Business District. Accordingly, Owners' Petition for Annexation shall include a request for rezoning to B-4, Highway Business District. Following a public hearing and favorable recommendation from the City Planning/Zoning Commission, and City's passage of the ordinance annexing and rezoning the Subject Property, the City shall, without further hearing, adopt an amendment to its Zoning Ordinance, zoning and classifying the Subject Property as B-4, Highway Business District.

4. DEVELOPMENT/CONSTRUCTION STANDARDS. Any development of, or construction upon, the Subject Property shall be in full compliance with the City's Zoning Ordinance, Subdivision and Site Development Regulations Ordinance, Building Codes and other ordinances, codes, rules and regulations of the City applicable to B-4, Highway Districts, except as provided by City ordinance.

5. SANITARY SEWER SERVICE.

- a. As a condition of this Agreement, Owners are requesting connection to, and service from, City's sanitary sewer utility. Owners understand that any connection to City utilities and public improvements shall be done in accordance with the City's codes and engineering standards. Owners agree to grant to City any utility right-of-way deemed necessary or desirable by City for the provision of City sanitary sewer service to the Subject Property. City, at City's cost, shall extend City sanitary sewer to the boundary of the Subject Property, but the cost of extending and connecting to said sanitary sewer upon the Subject Property shall be the sole responsibility of Owners.
- b. Within sixty (60) days after receiving all required permits and approvals from the Illinois Department of Transportation, and obtaining all required rights-of-way, City shall construct and extend the City's sanitary sewer and make sanitary sewer service available to the Subject Property. Owner shall connect to the City's sanitary sewer no more than three (3) months after such sanitary sewer service becomes available. Upon connection, the rates for sanitary sewer service provided to Owners at the Subject Property shall be based upon the same rate charged to other owners of real estate within the City. The Parties understand and agree that any delays incurred in the acquisition of materials or necessary rights-of-way shall not constitute a breach of City's performance under this Agreement.

6. ANNEXATION AND PERMIT FEES. Except as specifically provided herein or by City ordinance, the amount of annexation permit, license, inspection, tap-on, recapture or connection fees imposed by the City, which are applicable to, or required by, City Ordinances or Resolutions shall be paid by Owners.

7. TAXES. Upon annexation, the Subject Property will be within the boundaries of, and subject to taxation by, the City and Peru Library District.

8. AMENDMENTS. This Agreement and any exhibits attached hereto may be amended pursuant to the provisions of the City Code, Zoning Ordinance and Illinois Municipal Code.

9. INVALIDITY. If any provision of this Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Agreement and the application of such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

10. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, successors, and grantees.

11. NOTICES. Notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement, shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

All notices to the City shall be sent to:

City of Peru
ATTN: City Clerk
1901 4th Street
Peru, IL 61354
Phone: (815) 223-0061
dbartley@peru.il.us

With copies to:

City of Peru,
ATTN: Corporation Counsel
1901 4th Street
Peru, IL 61354
Phone: (815) 223-0061
sschweickert@peru.il.us

All notices to Owners shall be sent to:

Frank P. Taylor III & Terri Taylor
11 US Route 6
Peru, IL 61354
Phone: 815-224-0044
ivautogroupsales@gmail.com

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals on the day and year first above written.

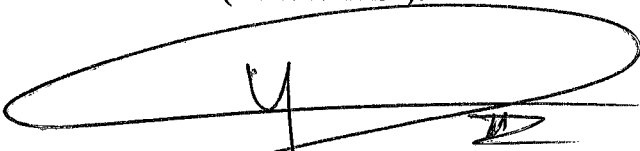
**CITY OF PERU, an Illinois home rule
municipal corporation ("CITY"):**

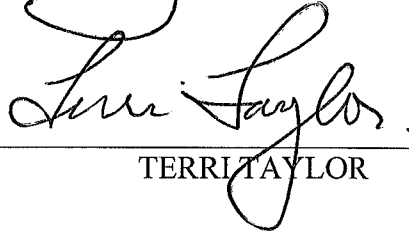
**FRANK P. TAYLOR III & TERRI
TAYLOR ("OWNERS"):**

By: _____
Ken Kolowski, Mayor

ATTEST:

By: _____
David R. Bartley, City Clerk



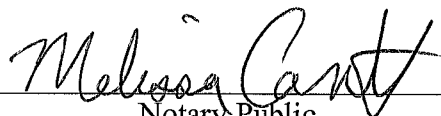
FRANK P. TAYLOR III


TERRI TAYLOR

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, the undersigned, a Notary Public in and for the said county and state, **DO HEREBY CERTIFY** that Frank P. Taylor III and Terri Taylor, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of February, 2023.



Notary Public

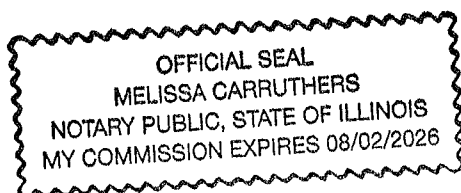


EXHIBIT A
Legal Description

The East 246 feet of the following described tract, located in the West Half of the Southeast Quarter of Section 18, Township 33 North, Range 1, East of the Third Principal Meridian, said tract being described as follows: Commencing at a point on the West line of the Southeast Quarter of said Section 18, which is 40 feet South of the center of the pavement which is known U.S. Route 6, this point is on the South right-of-way line of said Route 6; from the above-described point of beginning, thence in a southerly direction on the West line of said Southeast Quarter 300 feet, to a point; thence Easterly and parallel with the South right-of-way line of said Route 6, a distance of 1336 feet to a point; thence in a Northly direction parallel with the West line of said Southeast Quarter, 300 feet to the South right-of-way line of Route 6; thence Westerly along said right of way line 1336 feet to the point of beginning, excepting underlying coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois

Address: 11 U.S. Route 6, Peru, IL 61354
PIN: 17-18-489-000

ANNEXATION **ORDINANCE**

Address: 11 U.S. Route 6
Peru, IL 61354

PIN: 17-18-489-000

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF PERU, ILLINOIS, AS SOUGHT BY THE PETITION OF FRANK P. TAYLOR, III AND TERRI TAYLOR.

WHEREAS, Frank P. Taylor, III and Terri Taylor (hereinafter "Petitioners") have petitioned that the territory legally described and depicted on the attached Plat of Annexation (hereinafter "Territory") be annexed to the City of Peru, Illinois (hereinafter "City"); and

WHEREAS, Petitioners, as owners of the Territory, have signed the written petition in conformance with 65 ILCS 5/7-1-8; and

WHEREAS, there are no electors residing within the Territory; and

WHEREAS, the Territory is commonly known as 11 U.S. Route 6 in unincorporated LaSalle County, Illinois, and contains 1.69± acres; and

WHEREAS, the Territory is not within the corporate limits of any municipality, but it is contiguous to the City; and

WHEREAS, legal notices regarding the intention of the City to annex the Territory have been sent to all public bodies and officials required to receive such notice; and

WHEREAS, the notices and all other necessary legal requirements are in full compliance with the laws of the State of Illinois, specifically, 65 ILCS 5/7-1-8; and

WHEREAS, after a public hearing, the City's Planning/Zoning Commission unianimously recommended that the City Council annex the Territory to the City; and

WHEREAS, the City Council finds and determines it is in the best interest of the City that said Territory be annexed to the City.

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

SECTION 2: Annexation. The Territory, being indicated on the Plat of Annexation attached hereto and incorporated herein, is hereby annexed to the City of Peru, Illinois.

SECTION 3: Authorization. The City Clerk is hereby authorized and directed to record with the LaSalle County Recorder, and to file with the County Clerk, a certified copy of this Ordinance, together with an accurate map of the Territory annexed.

SECTION 4: Effective Date. This Ordinance shall be effective immediately from and 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 13th day of March, 2023.

APPROVED: March 13, 2023

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 | | | |
| Waldorf | | | |
| Sapienza | | | |
| Lukosus | | | |
| Buffo | | | |

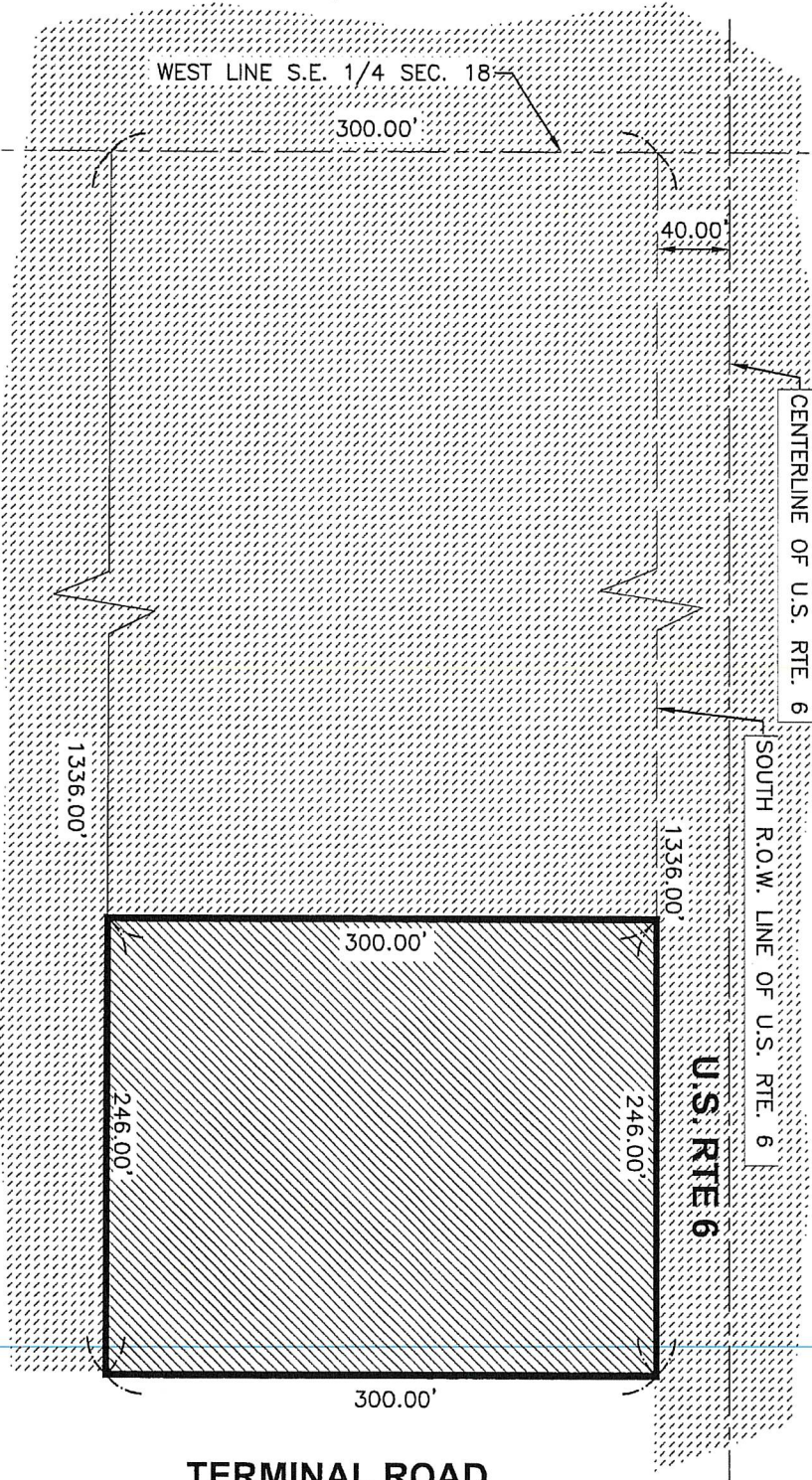
ANNEXATION PLAT

FOR

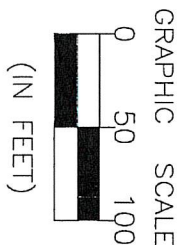
PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4
SECTION 18, T. 33 N., R. 1 E. OF THE 3RD P.M.
PERU TOWNSHIP

LASALLE COUNTY, ILLINOIS

FEBRUARY, 2023



TERMINAL ROAD



LEGEND

AREA WITHIN EXISTING CORPORATE LIMITS

PROPERTY TO BE ANNEXED (1.69± AC.)

SECTION LINE

EXISTING RIGHT-OF-WAY

I, MIKE RICHIETTA, HEREBY CERTIFY THAT THIS
DOCUMENT WAS PREPARED UNDER MY DIRECTION

IL. PLS NO. 035-003788

DATE: 02/07/2023



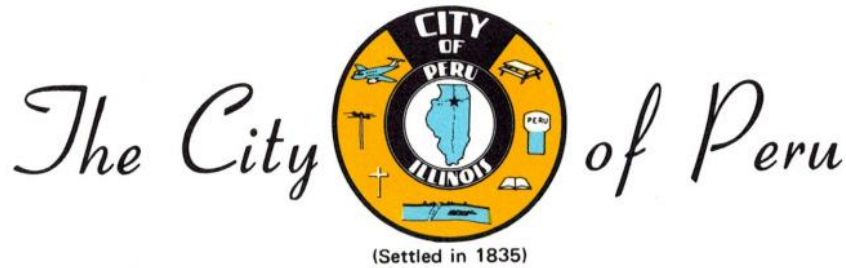
expires 11-30-2024
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-001717
mike@schamlin.com

ANNEXATION PLAT

LEGAL DESCRIPTION

The East 246 feet of the following described tract, located in the West Half of the Southeast Quarter of Section 18, Township 33 North, Range 1, East of the Third Principal Meridian, said tract being described as follows:

Commencing at a point on the West Line of the Southeast Quarter of said Section 18, which is 40 feet South of the center of the pavement which is known as U.S. Route 6, this point is on the South Right-of-Way Line of said Route 6, from the above-described Point of Beginning; thence in a Southerly direction on the West Line of said Southeast Quarter 300 feet, to a point; thence Easterly and parallel with the South Right-of-Way Line of said Route 6, a distance of 1336 feet to a point; thence in a Northerly direction parallel with the West Line of said Southeast Quarter, 300 feet to the South Right-of-Way Line of Route 6; thence Westerly along said Right-of-Way Line 1336 feet to the Point of Beginning, excepting underlying coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.



Post Office Box 299
Peru, Illinois 61354

March 9, 2023

Mayor Ken Kolowski,
Peru City Clerk, and
Aldermen of the City of Peru

RE: Petition of Lakhwinder Singh d/b/a Diamond Truck Wash
3129 May Road, Peru, IL (PIN# 11-31-402-002)

Gentlemen:

Pursuant to legal notice published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru convened for a public hearing on Wednesday, March 8, 2023, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Lakwinder Singh d/b/a Diamond Truck Wash ("Petitioner") concerning property commonly known as 3129 May Road, Peru, Illinois, legally described as follows:

Lot Two (2) in Green River Lines Subdivision to the City of Peru pursuant to Final Plat recorded December 13, 2006 as Document No. 2006-31305, except coal and minerals and the right to mine and remove the same as heretofore severed from the fee thereof, situated in the City of Peru, LaSalle County, Illinois, and subject to easements of record, easements and setback lines as shown on the Plat of Subdivision, covenants, and restrictions of record, and together with and subject to the rights and obligations of Agreement Establishing Easements, Covenants, and Restrictions dated January 17, 2007, by and between Grantor and Grantee, all situated in the County of LaSalle and State of Illinois.
PIN #: 11-31-402-002 ("Property")

Petitioner operates a truck wash and desires to construct an approximately 80' x 104' detached building upon the Property and requests the following relief, to wit:

- (1) A waiver from the off-street parking area requirements under Section 7.04(a), (b), (c), and (d) of the Zoning Ordinance requiring: (a) a concrete, brick, or asphalt parking/access area; (b) off-street parking lighting, (c) curbs and wheelstops, and (d) off-street parking minimum standards; and
- (2) A waiver from the requirements under Section 11.09 of the City Subdivision and Site Development Regulations Ordinance requiring storm water detention; and
- (3) For such other and further variances, relief, or action be taken as may be proper and appropriate.

The Property is zoned M-2 Manufacturing District.

Planning/Zoning Commission Members Miller, Lucas, Kalsto, Brady and Moreno were present at the hearing. Members Grabowski and Atkinson were absent.

Marvin Miller from Milmar Buildings appeared on behalf of the Petitioner and was duly sworn. Mr. Miller testified that Petitioner approached him about expanding the truck wash pursuant to a complete set of plans done several years ago that Petitioner acquired from the previous owner. It is Mr. Miller's understanding there is not enough acreage to do a detention pond. As far as the requested waivers concerning the parking area, it is to make the project more cost effective. Petitioner's clientele is truckers, and the current lot is loose surface.

Chairman Miller stated that one of the things the Planning/Zoning Commission is trying to get away from is aggregate parking surfaces, and to use asphalt or cement instead.

City Director of Engineering and Zoning, Eric Carls, provided some background information concerning the Property. Back in 2018, the previous owner approached the City's Planning/Zoning Commission with the same plans and requested the same relief being sought by this Petition. At that time, Engineer Carls provided a recommendation to grant the requested waivers. However, as it pertains to the waiver from surfacing requirements for the parking and drive-thru area, he had a caveat that if it became a nuisance under the City's property maintenance code, the owner would be required to come into compliance and hard surface it. Engineer Carls said he understood Chairman's Miller's concerns, noting there have been some issues with aggregate surfaces in the recent past.

With respect to the waiver of the stormwater detention requirements, Engineer Carls stated he had spoken with the City's consulting engineers and confirmed the Property fell within the boundary area served by the City's regional detention facility recently constructed north of Speedway. In response to questioning from Engineer Carls, Attorney Schweickert recommended that the storm water detention request be not be stricken from the petition. Rather the request should be voted on with Engineer Carl's recommendation that the regional detention facility is sized appropriately to serve this Property.

In response to questioning from Member Brady, Mr. Miller confirmed that the plan is for a detached building. In response to further questioning from Member Brady, Engineer Carls stated the plans show the entrance off May Road being bituminous pavement, and the aggregate surface being in the rear of the building which connects to existing concrete pavement on the adjacent property.

Members Lucas, Brady, and Kalsto questioned the direction of traffic and where trucks would enter and exit the site. A discussion was had as to whether the washed trucks would exit on to the aggregate surface and whether there could be issues with trucks stacking or backing up on May Road. After reviewing the plans, Mr. Miller confirmed that trucks enter and exit on May Road.

Engineer Carls inquired further as to whether there was a cross-access agreement with the adjacent property owner to the west where Green River Lines is located. Mr. Miller believed there was such an agreement in place. Attorney Schweickert noted that the Final Plat for Green River Lines Subdivision does identify easements for ingress and egress over the Green River Lines property. Mr. Miller testified that trucks would enter off May Road on the west side of Green River Lines building, loop around the rear, enter the truck wash bay, and then exit onto May Road.

Chairman Miller reiterated his desire to see the parking lot be paved. Member Moreno agreed, expressing concerns about dust and aggregate getting carried out to May Road. Mr. Miller believed

there is crushed asphalt there now, which he agreed was not much better and gets potholed. Member Brady agreed with the other Members that the entire driveway surface should be paved.

Engineer Carls commented that traffic flow should be from west to east to allow for stacking. In response to Mr. Miller, Carls confirmed that enter/exit signage would be needed. Engineer Carls added that, although not related to the petition, the Property is subject to the City's sewer use program and provided paperwork to be completed by the new owners for wastewater permits.

There were no objectors or public comments.

Except for the surfacing requirements of Section 7.04(a) for the driveway/access route, the Planning/Zoning Commission found the requested waivers will not alter the essential character of the locality; will not be detrimental or injurious to other properties in the area; will not impair an adequate supply of light or air to adjacent properties, or increase the danger of fire, or endanger the public safety, or diminish or impair property values and will not increase street congestion and, therefore, recommends to the City Council grant the remaining waivers sought by the Petition.

Chairman Miller moved, and Member Brady seconded, to favorably recommend the City Council approve the requested waivers except for the surfacing requirements of Section 7.04(a) as it applies to the driveway/access route. The motion passed unanimously: 5 aye, 0 nay, and 2 Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the
Planning/Zoning Commission

ORDINANCE NO. _____

**AN ORDINANCE GRANTING WAIVERS AS SOUGHT BY
THE PETITION OF LAKHWINDER SINGH d/b/a DIAMOND
TRUCK WASH CONCERNING PROPERTY LOCATED AT
3129 MAY ROAD IN THE CITY OF PERU, ILLINOIS**

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the City of Peru Planning/Zoning Commission convened for a public hearing on March 8, 2023, to consider the Petition of Lakhwinder Singh d/b/a Diamond Truck Wash (hereinafter “Petitioner”) concerning property located at 3129 May Road, Peru, Illinois, legally described as follows:

Lot Two (2) in Green River Lines Subdivision to the City of Peru pursuant to Final Plat recorded December 13, 2006 as Document No. 2006-31305, except coal and minerals and the right to mine and remove the same as heretofore severed from the fee thereof, situated in the City of Peru , LaSalle County, Illinois, and subject to easements of record, easements and setback lines as shown on the Plat of Subdivision, covenants, and restrictions of record, and together with and subject to the rights and obligations of Agreement Establishing Easements, Covenants, and Restrictions dated January 17, 2007, by and between Grantor and Grantee, all situated in the County of LaSalle and State of Illinois.

PIN #: 11-31-402-002 (“Property”); and

WHEREAS, Petitioner operates a truck wash and desires to construct an approximately 80’ x 104’ detached building upon the Property and requests the following relief, to wit:

- (1) A waiver from the off-street parking area requirements under Section 7.04(a), (b), (c), and (d) of the Zoning Ordinance requiring: (a) a concrete, brick, or asphalt parking/access area; (b) off-street parking lighting, (c) curbs and wheelstops, and (d) off-street parking minimum standards;
- (2) A waiver from the requirements under Section 11.09 of the City Subdivision and Site Development Regulations Ordinance requiring storm water detention; and

WHEREAS, the City’s Planning/Zoning Commission has made its report of the hearing and has unanimously recommended that the City Council approve the waivers sought by Petitioner except for a waiver from surfacing requirements of Section 7.04(a) as it applies to the driveway/access route.

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 facts the recitals hereinbefore set forth.

SECTION 2: The Property is hereby granted waivers from the off-street parking area requirements under Section 7.04(a), (b), (c), and (d) of the Zoning Ordinance requiring: (a) a concrete, brick, or asphalt parking/access area; (b) off-street parking lighting, (c) curbs and wheelstops, and (d) off-street parking minimum standards; except, however, no waiver shall be granted from surfacing

requirements of Section 7.04(a) as it applies to the driveway/access route shown on the plans on file with the City.

The Property is further granted a waiver from the requirements under Section 11.09 of the City Subdivision and Site Development Regulations Ordinance requiring storm water detention.

Nothing in this Ordinance shall be construed to preempt any private covenants and restrictions that may be applicable to the Property.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect immediately from and 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 13th day of March, 2023.

APPROVED: March 13, 2023

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 | | | |
| Waldorf | | | |
| Sapienza | | | |
| Lukosus | | | |
| Buffo | | | |

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF
1410 8th STREET, PERU, ILLINOIS**

WHEREAS, the City of Peru (“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, Jay Stachowiak and Tina Wright-Stachowiak are the owners of certain real estate commonly known as 1410 8th Street in the City of Peru, Illinois, legally described as follows:

Lot 3 in Block 208 in Brewster’s Addition to Ninewa, in the City of Peru, except coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.

(PIN: 17-16-300-003) (“Subject Property”); and

WHEREAS, the Subject Property is directly south and adjacent to City’s Washington Park, and directly west and adjacent to City property containing a garage used for storage and maintenance of park vehicles and equipment as well as a public parking area; and

WHEREAS, the City desires to acquire the Subject Property for future expansion of it’s park garage and public parking area at Washington Park; and

WHEREAS, the two-story residence on the Subject Property is presently vacant and in need of significant repairs; and

WHEREAS, the LaSalle County Assessor’s 2022 assessment for the Subject Property assessed at \$21,089.00, which equates to a fair market value of \$63,267.00; and

WHEREAS, the City has negotiated a purchase price of \$49,000.00 for the Subject Property; and

WHEREAS, acquisition of the Subject Property 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, 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 the purchase of the Subject Property at a price of \$49,000.00, subject to the Parties' execution of the Real Estate Agreement ("Agreement") in the same or substantially similar form as that attached hereto.

SECTION 2: 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 3: Appropriation. There is hereby appropriated the sum of \$49,000.00 necessary to complete the purchase of the Subject Property pursuant to the terms of the Agreement.

SECTION 4: Effective Date. This Resolution shall be in full force and effect 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 13th day of March, 2023.

APPROVED: March 13, 2023

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 | | | |
| Waldorf | | | |
| Sapienza | | | |
| Lukosus | | | |
| Buffo | | | |

REAL ESTATE AGREEMENT

This Agreement, made and entered into on the date opposite the last required signature on page 4 by and between **JAY STACHOWIAK and TINA WRIGHT-STACHOWIAK**, husband wife, as Joint Tenants, hereinafter collectively referred to as "Seller", and the **CITY OF PERU**, an Illinois home-rule municipal corporation, hereinafter referred to as "Purchaser",

WITNESSETH:

1. Sale Price. Seller, in consideration of **Forty-Nine Thousand Dollars (\$49,000.00)** to be paid as hereinafter provided, hereby agrees to sell and convey and Purchaser agrees to purchase, all that real estate with buildings and improvements, thereon, situated at **1410 8th Street, in the City of Peru**, in the County of LaSalle and State of Illinois, and more particularly described as follows:

Lot 3 in Block 208 in Brewster's Addition to Ninewa, in the City of Peru, except coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.

Together with the rights, easements, appurtenances hereunto belonging or in any way incident or appertaining.

2. Payment. Purchaser, in consideration of the mutual promises and agreements of Seller, hereinafter agrees to pay Forty-Nine Thousand Dollars (\$49,000.00) and agrees to pay or satisfy the balance as follows:

a) The balance of \$49,000.00 shall be paid by certified or cashier's check or wire transfer at closing.

3. Title Evidence. The Purchaser, hereby agrees as follows:

a) The Purchaser, at its expense, shall obtain a title commitment for an owners title insurance policy in the amount of the purchase price showing merchantable title to 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 at the time of closing or by use of the funds obtained at closing and which the Seller may so remove by using said funds (all of which are hereinafter referred to as the "permitted exceptions").

If the title commitment discloses either unpermitted exceptions or defects or survey matters that render the title unmarketable, (hereinafter referred to as "survey defects") Purchaser or Purchaser's attorney shall so inform the Seller within five (5) days after receipt of the title commitment. If so, Seller shall have thirty (30) 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 or survey defects, and, in such event, the time of closing shall remain on or before April 14, 2023. If the Seller shall fail to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above insuring against such exceptions or survey defects within the specified time, Purchaser may terminate this Agreement

or may elect, upon notice to Seller within ten (10) days after the expirations 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.

b) To deliver possession of the premises to the Purchaser at the time of closing. The closing is set to be on or before April 14, 2023.

c) To deliver to Purchaser at the time of closing a warranty deed conveying a good and marketable title to the premises clear of all encumbrances except those assumed by the Purchaser, if any.

4. Prorations. It is agreed and understood between the parties hereto that the general real estate taxes for the year 2022, payable in 2023, and prior years, shall be paid by Seller and that the general real estate taxes for the year 2023 shall be prorated as of possession using as a basis for such calculations the latest available tax bill, Seller paying said prorated taxes from January 1, 2023 to the date of closing, and the Purchaser paying said prorated taxes for the balance of the year 2023 and all subsequent years.

5. Closing Costs. Purchaser will be responsible for all title costs related to the closing. Each Party shall pay their respective attorney fees and their customary costs.

6. 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.

7. Entire Agreement. This Agreement cannot 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 merges 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.

8. Binding Effect. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

9. Survival of Warranties. The covenants and warranties of this Agreement shall survive the closing.

10. Notice. All notices required to be given hereunder shall be in writing and delivered to their last known address. The mailing of a notice by U.S. first class mail, postage prepaid shall be sufficient.

11. 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.

12. Property Condition. Purchaser acknowledges that they had the opportunity to inspect the property and is purchasing all property, including any personal property remaining as of the date of closing, in the "AS IS" condition.

13. 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.

14. Time is of the Essence. The time for performance of the obligations of the parties is of the essence of this Agreement.

15. Further Assurances. The parties hereto agree to 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.

16. Reasonable Attorney's Fees and Transactions Costs. In the event of the failure to either party hereto perform in accordance with this Agreement, the non-defaulting party may institute such proceedings as maybe necessary or desirable in its option to cure or remedy such default or failure to perform. In the event that either party is required to retain counsel due to the failure of the other party to fulfill its obligations hereunder, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs so incurred.

17. 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.

18. Facsimile/Electronic Signatures. A copy of this Agreement transmitted by fax machine or electronic means, and a copy bearing a facsimile/electronic signature by or on behalf of the parties hereto shall have the same force and effect as a counterpart bearing original signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLER:

PURCHASER: CITY OF PERU

Jay Stachowiak

Date: _____

Its Authorized Agent

Date: _____

Tina Wright-Stachowiak

Date: _____

Date: _____

Seller's Address:
PO Box 4
Raymondville, MO 65555

Purchaser's Address:
City of Peru
Atty. Scott Schweickert, Corporate Counsel
1901 4th Street
Peru, IL 61354

Telephone Number: 815-883-0028

Telephone Number: 815-223-1148

Prepared by and Attorney for Seller:
Herbert J. Klein of Jacob & Klein, Ltd.
925 Shooting Park Road, Suite A
Peru, IL 61354
Ph. 815.223.7550 | Fx. 815.223.7550