



City of Peru



David R. Bartley
City Clerk

P.O. Box 299 • 1901 Fourth Street • Peru, IL 61354-0299
815-223-0061 • fax: 815-223-9489 www.peru.il.us dbartley@peru.il.us

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, SEPTEMBER 13, 2021

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

ROLL CALL

7:00 P.M.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PRESENTATION

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

REGULAR MEETING MINUTES OF AUGUST 30, 2021

PERU VOLUNTEER AMBULANCE SERVICE MONTHLY ACTIVITY SUMMARY FOR AUGUST 2021

COMMITTEE REPORTS

1. **FINANCE COMMITTEE**

DISBURSEMENTS for September 15, 2021

Motion to authorize sale of Renewable Energy Credits to Carbon Solutions Group, LLC in the amount of \$40,224.50

2. **PUBLIC SERVICES COMMITTEE**

3. **POLICE AND FIRE COMMITTEE**

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

*MINUTES OF PUBLIC HEARING ON PETITION OF QUIKTRIP CORPORATION
CONCERNING PROPERTY LOCATED AT 1320-1340 MAY ROAD, PERU, IL*

*AN ORDINANCE APPROVING THE FINAL PLAT OF QT 7203 ADDITION TO THE CITY OF PERU AND
GRANTING VARIANCES AS SOUGHT BY QUIKTRIP CORPORATION*

*AN ORDINANCE AMENDING CITY OF PERU PUBLIC SERVICES COMMITTEE MEETING DATES FOR
CALENDAR YEAR 2021*

*AN ORDINANCE AMENDING CITY OF PERU FINANCE COMMITTEE MEETING DATES FOR CALENDAR
YEAR 2021*

*AN ORDINANCE AMENDING CITY OF PERU POLICE AND FIRE COMMITTEE MEETING DATES FOR
CALENDAR YEAR 2021*

*AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY COMMONLY KNOWN AS 1602 5th
STREET, PERU, ILLINOIS, BY DEED IN LIEU OF FORECLOSURE*

*AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR USE OF RIGHT-OF-WAY
BETWEEN THE CITY OF PERU AND MCC NETWORK SERVICES, LLC (Portions of Putnam Street, 3rd
Street & Henry Street)*

*AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR USE OF RIGHT-OF-WAY
BETWEEN THE CITY OF PERU AND MCC NETWORK SERVICES LLC (May Road between Illinois Route
251 and Plank Road)*

*RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS FOR SAFE ROUTES TO SCHOOL
APPLICATION FOR THE SHOOTING PARK ROAD SIDEWALK EXTENSION PROJECT*

*AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A PERMANENT EASEMENT
AGREEMENT FOR PUBLIC IMPROVEMENTS ALONG SHOOTING PARK ROAD IN PERU, ILLINOIS*

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

*ITEM NO. 1 Communication from LaSalle-Peru High School requesting permission to hold the
annual Homecoming Parade on Wednesday, September 29th at 4:00 p.m. beginning at
Rotary Park; No parking signs to be posted at park*

*ITEM NO. 2 Communication from Sara Fitzpatrick requesting permission to have a birthday party
on the basketball courts one day in October from 4:00 p.m.-10:00 p.m.; music from
local DJ*

MAYOR'S NOTES

PUBLIC COMMENT

CLOSED SESSION

ADJOURNMENT

CITY OF PERU REGULAR COUNCIL MEETING AUGUST 30, 2021

A regular meeting of the Peru City Council was called to order by Mayor Ken Kolowski in the Peru City Council Chambers on Monday, August 30, 2021, at 7:00 p.m. City Clerk Dave Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf, Sapienza, Lukosus and Buffo present; Mayor Kolowski present.

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

Mayor Kolowski asked for a moment of silence for the 13 service members who lost their lives on August 26th in Kabul.

PUBLIC COMMENT

PRESENTATION

Finance Director Justin Miller presented the results from Governmental Accounting Standards Board for pensions. The GASB report is the assessment of the status of police and fire pensions from April 30, 2020, through April 20, 2021. Mr. Miller stated the report shows a 10.7% funding increase in the police pension over the past year, which is a total of 25% total increase over the previous year. Peru police pension now sits at 53% funded. Mr. Miller stated this is great news. Mr. Miller stated Hometown Trust and the police pension board deserve credit there as well as the city council and everybody that took part in contributing that. Mr. Miller stated the firefighters pension saw a similar increase of 9.7% over the course of the report as the pension currently sits around 76% funded. Mr. Miller stated 80% really is the benchmark that you look for to be a healthy plan and excited that it's trending in that direction and Vezzetti Capital Management and the pension board deserve a lot of credit there. Mr. Miller stated that normally there are very minimal changes, most of the time they are slightly down or slightly up, but this year's is a little more noteworthy, due to a couple of different factors. Mr. Miller said over the past 10 years, the city has increased the funding at its level, which has led to increased cash available for investments to be managed within the pension funds. Mr. Miller stated we also had increases in the ability to invest in equities mixed with the market conditions of last year, which produced very abnormal and positive gains in both funds. Mr. Miller stated it is hopeful these gains can continue moving forward as they continue to climb toward the current goal of 80% funded in each pension for those that serve the community. Alderman Waldorf made a motion to receive and place on file the GASB 67, 68 and 75 reporting for the year-ending 04/30/2021. Alderman Payton seconded the motion. City Clerk Dave Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf, Sapienza, Lukosus and Buffo voting aye; motion carried.

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

Mayor Kolowski presented the Regular Meeting Minutes of August 16, 2021; City Clerk's Report of Cash Received for July 2021 and Peru Police Department Monthly Report for July 2021. Alderman Payton made a motion the minutes and reports be received and placed on file. Alderman Buffo seconded the motion; motion carried.

FINANCE AND SAFETY COMMITTEE

Alderman Buffo presented the following disbursements for payment on September 1, 2021:

<u>FUND NAME</u>	<u>TOTAL EXPENSES</u>
General Fund	\$590,798.03

CITY OF PERU REGULAR COUNCIL MEETING AUGUST 30, 2021

Insurance Fund	90,751.65
Motor Fuel Tax Fund	345,585.79
Utility Fund	666,525.57
Airport Fund	<u>47.53</u>
Total	\$1,693,708.57

Alderman Buffo made a motion the minutes and reports be received, placed on file and the bills be paid in the usual manner. Alderman Sapienza seconded the motion. City Clerk Dave Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf, Sapienza, Lukosus and Buffo voting aye; motion carried.

Alderman Payton to authorize payment of \$3,000 to NCICG Economic Development District annual local share for 2021-2022 (50/50 matching grant). Alderman Sapienza seconded the motion. City Clerk Dave Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf, Sapienza, Lukosus and Buffo voting aye; motion carried.

PUBLIC SERVICES COMMITTEE

Alderman Lukosus made a motion to authorize the purchase of new outdoor 48vdc batteries and enclosure at James Hardie to provide power for the close on the breaker and the relay cabinet. PSM/Fire Chief Jeff King reported on upgrades to the James Hardie electrical service stating the proposed improvements to the breaker and relay cabinet involve rebuilding the and replacing the battery banks and updates to the heat and air conditioning systems. Alderman Waldorf seconded the motion. City Clerk Dave Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf, Sapienza, Lukosus and Buffo voting aye; motion carried.

Alderman Lukosus made a motion to approve proposal from Advanced Asphalt for parking lot improvements at the Public Services building in the amount of \$167,623.37. City Clerk Dave Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf, Sapienza, Lukosus and Buffo voting aye; motion carried.

POLICE AND FIRE COMMITTEE

Alderman Buffo announced there will be a public open house for the new Public Safety Complex on Saturday, September 18th from 10:00 a.m. to 2:00 p.m. Alderman Buffo stated it's a very nice facility and he hopes everyone can make it. Alderman Buffo stated you will be able to take a tour and check it out and meet some of Peru's finest while you're at it. It should be a good time.

Alderman Buffo noted the ceremonial swearing-in of Chief of Police Bob Pyszka and Deputy Chief Sarah Raymond.

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 6573

CITY OF PERU REGULAR COUNCIL MEETING AUGUST 30, 2021

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PERU AND ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT NO. 513 FOR USE OF VETERAN'S PARK IN PERU, ILLINOIS

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

Corporate Counsel Scott Schweickert presented a proposed resolution entitled:

RESOLUTION NO. 2021-18

A RESOLUTION OF A GOVERNMENTAL BODY ACCEPTING MEMBERSHIP AS A MEMBER OF THE QUAD CITY HEALTH INSURANCE POOL ("QCHIP") SUB-POOL WHICH IS A MEMBER OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

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

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

Clerk Bartley presented a communication from Cary Miller, President, TBM Avenger Reunion/Salute to Veterans requesting funding for the 2022 TBM Avenger Reunion/Salute to Veterans event. Alderman Buffo made a motion the communication be received, placed on file and permission granted. Alderman Tieman seconded the motion; motion carried.

MAYOR'S NOTES

Mayor Kolowski noted the clerk's office and city departments would be closed on Monday, September 6th for the Labor Day holiday.

Kim Reese, Human Resource Director reported on the upcoming golf outing on September 11th. Ms. Reese stated proceeds will go to Cops 4 Cancer. Ms. Reese stated the committee is still looking for teams, donations and volunteers.

Mayor Kolowski reported on the 20th Anniversary of September 11th terrorist attacks. Mayor Kolowski stated there will be a memorial display at Pulaski Square in honor of the anniversary.

PUBLIC COMMENT

CEREMONIAL SWEARING-IN

CITY OF PERU REGULAR COUNCIL MEETING AUGUST 30, 2021

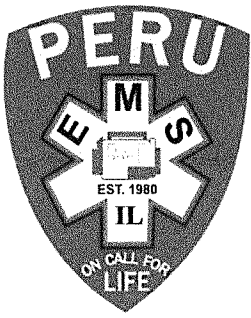
Mayor Kolowski initiated the swearing in of Bob Pyszka to Chief of Police.

Mayor Kolowski initiated the swearing in of Sarah Raymond to Deputy Chief of Police.

CLOSED SESSION

ADJOURNMENT

Alderman Tieman made a motion that the meeting be adjourned. Alderman Payton seconded the motion and motion carried. Meeting adjourned at 7:22 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 August 2021

Date: Friday, September 3, 2021

The Peru Volunteer Ambulance Service responded to two hundred seventy-one (271) patient/calls during the month of August. The two hundred seventyone (271) patient/calls included one hundred seventy-two (172) emergencies for Peru, three (3) emergencies for Dimmick, two (2) emergencies for Peru Township, and eighty-three (83) transfers. Of the one hundred seventy-seven (177) emergencies, one hundred twelve (112) patients were transported, forty-nine (49) patients refused treatment, seven (7) were disregarded and nine (9) were Stand-By requests.

Peru Volunteer Ambulance Service, Inc. responded to six (6) Mutual Aid requests with La Salle Fire/EMS, one (1) Mutual Aid request with 10/33 Ambulance, and four (4) Motor Cross Standby requests.

The total mileage logged was 10623 miles for the month of August.

BCH:seb

City of Peru Disbursements to be Paid 09/15/2021
--

FUND	FUND NAME	
10	General Fund	1,012,218.52
15	Insurance Fund	16,474.06
21	Garbage Fund	70,647.46
29	Industrial TIF	10,453.50
30	North Peru TIF	5,516.50
60	Utility Fund	715,991.60
85	Airport Fund	10,029.20
		\$ 1,841,330.84

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
METROPOLITAN LIFE INSUR	10-5-12-45110	CLERK LIFE	17.30	GENERAL	CLERK'S OFFICE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-12-45120	CLERK DENTAL	69.15	GENERAL	CLERK'S OFFICE	DENTAL INSURANCE
NEOPOST	10-5-12-56000	PSTG METER REFILL	500.00	GENERAL	CLERK'S OFFICE	POSTAGE
TYLER TECHNOLOGIES	10-5-12-56400	SOFTWARE MINTNCE	8,823.95	GENERAL	CLERK'S OFFICE	MAINTENANCE AGREEMENTS
GRAPHIC ELECTRONICS INC	10-5-12-65200	DESK MARKER	15.00	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
QUILL CORPORATION	10-5-12-65200	OFFICE SUPPLIES	27.46	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
QUILL CORPORATION	10-5-12-65200	OFFICE SUPPLIES	213.88	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
METROPOLITAN LIFE INSUR	10-5-14-45110	ENGINEERING LIFE	43.25	GENERAL	CITY ENGINEER	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-14-45120	ENG DENTAL	257.58	GENERAL	CITY ENGINEER	DENTAL INSURANCE
DUNCAN & BRANDT	10-5-14-54950	ADJ HEARING-AUG21	166.67	GENERAL	CITY ENGINEER	ADM HEARING EXP
MARCO, INC	10-5-14-56400	ENGINEER CANON	423.20	GENERAL	CITY ENGINEER	MAINTENANCE AGREEMENTS
QUILL CORPORATION	10-5-14-65200	OFFICE SUPPLIES	90.12	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-14-65200	OFFICE SUPPLIES	10.91	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-14-65200	CANVAS DISPLAY/LABELS	46.27	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10-5-14-65500	AUG21 FUEL-ENGINEER	286.49	GENERAL	CITY ENGINEER	FUEL & OIL VEHICLES
GRAPHIC ELECTRONICS INC	10-5-14-92900	PLAQUE	210.00	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
GRAPHIC ELECTRONICS INC	10-5-14-92900	DESK MARKERS	126.00	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
METROPOLITAN LIFE INSUR	10-5-15-45120	COBRA DENTAL	111.22	GENERAL	ADMINISTRATIVE	DENTAL INSURANCE
INSURANCE FUND	10-5-15-45181	8/25 HRA-GF	996.18	GENERAL	ADMINISTRATIVE	KBA-HRA FUND REQUESTS
INSURANCE FUND	10-5-15-45181	9/1 HRA-GF	497.95	GENERAL	ADMINISTRATIVE	KBA-HRA FUND REQUESTS
CONNECTING POINT COMPUT	10-5-15-51210	REMOTE SUPPORT	115.00	GENERAL	ADMINISTRATIVE	R&M/COMPUTERS
HENRICKSEN	10-5-15-51210	COMPUTER INSTALL	524.78	GENERAL	ADMINISTRATIVE	R&M/COMPUTERS
ST MARGARET'S HEALTH-PE	10-5-15-53420	SMITH MED SVCS	55.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
ST MARGARET'S HEALTH-PE	10-5-15-53420	SMITH MED SVCS	60.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
ST MARGARET'S HEALTH-PE	10-5-15-53420	SHEVLIN MED SVCS	55.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
ST MARGARET'S HEALTH-PE	10-5-15-53420	SHEVLIN MED SVCS	60.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES

ST MARGARET'S HEALTH-PE	10-5-15-53420	MUDGE MED SVCS	70.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
ST MARGARET'S HEALTH-PE	10-5-15-53420	BERTULI MED SVCS	60.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
ST MARGARET'S HEALTH-PE	10-5-15-53420	ELENA MED SVCS	614.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
ST MARGARET'S HEALTH-PE	10-5-15-53420	ELENA MED SVCS	60.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
NORTH CENTRAL BEHAVIORA	10-5-15-53420	SEP21 EMPL ASSISTANCE	158.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
DUNCAN & BRANDT	10-5-15-54950	ADJ HEARING-AUG21	166.66	GENERAL	ADMINISTRATIVE	ADM HEARING EXP
CAPITAL ONE/WALMART	10-5-15-55500	LUNCH & LEARN	50.88	GENERAL	ADMINISTRATIVE	EDUCATION/MEETINGS
LASALLE PUBLISHING	10-5-15-56200	AUG21 ADS	1,445.00	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
TYLER TECHNOLOGIES	10-5-15-56400	ADJ CONTRACT	(3,423.75)	GENERAL	ADMINISTRATIVE	MAINTENANCE AGREEMENTS
CITY OF PERU	10-5-15-57100	01-070958-00/INNER CITY LOT L	2,787.75	GENERAL	ADMINISTRATIVE	UTILITIES
CINTAS CORP #396	10-5-15-59900	CITY HALL/FIRE MATS	59.45	GENERAL	ADMINISTRATIVE	CONTRACTUAL SERVICE
UPS	10-5-15-65200	SHIPPING	9.60	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
COMCAST	10-5-15-65200	EOC CABLE TO 9/22	130.40	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
MCS ADVERTISING	10-5-15-91000	ECON DEV WEBSITE-SEP	1,000.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
STONE JUG BARBEQUE	10-5-15-91000	SHOP AND WIN	100.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
MARK ALLEN'S	10-5-15-91000	SHOP AND WIN	100.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
GREATER MIDWEST APPRAIS	10-5-15-92900	WATER STREET	1,200.00	GENERAL	ADMINISTRATIVE	MISCELLANEOUS EXPENSE
IL VALLEY ANIMAL RESCUE	10-5-15-94140	AUG21 CONTRIBUTIONS	53.00	GENERAL	ADMINISTRATIVE	IVAR DONATIONS COLLECTED
METROPOLITAN LIFE INSUR	10-5-16-45110	POLICE LIFE	242.20	GENERAL	POLICE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-16-45120	POLICE DENTAL	1,850.98	GENERAL	POLICE	DENTAL INSURANCE
LOCKER ROOM	10-5-16-47100	JONES CA	264.00	GENERAL	POLICE	CLOTHING ALLOWANCE
AMAZON CAPITAL SERVICES	10-5-16-47100	COIN DISPLAY FLAG	57.98	GENERAL	POLICE	CLOTHING ALLOWANCE
INVENTORY TRADING CO	10-5-16-47110	POL GEAR	961.00	GENERAL	POLICE	OTHER UNIFORM
CHAPMAN'S MECHANICAL	10-5-16-51100	COOLING MNTNCE	1,221.00	GENERAL	POLICE	R&M/BUILDINGS
COMMUNICATION WORKS	10-5-16-51200	VHF DOPLEXER KIT	300.00	GENERAL	POLICE	R&M/EQUIPMENT
SCHIMMER INC	10-5-16-51300	PPD23 MNTNCE	55.56	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10-5-16-51300	PPD44 MNTNCE	1,229.31	GENERAL	POLICE	R&M/VEHICLES

SCHIMMER INC	10 -5-16-51300	PPD48 MINTNCE	903.47	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD33 MINTNCE	1,793.66	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD46 MINTNCE	495.30	GENERAL	POLICE	R&M/VEHICLES
KLEIN THORPE & JENKINS L	10 -5-16-53200	JUL21 LEGAL	162.00	GENERAL	POLICE	LEGAL FEES
CENTRAL IL RADIOLOGICAL	10 -5-16-53420	LEARY M-MED SVCS	54.00	GENERAL	POLICE	MEDICAL SERVICES
DUNCAN & BRANDT	10 -5-16-54950	ADJ HEARING AUG21	166.67	GENERAL	POLICE	ADM HEARING EXP
PETTY CASH	10 -5-16-55500	MEETINGS	45.84	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
PETTY CASH	10 -5-16-56000	POSTAGE	104.75	GENERAL	POLICE	POSTAGE
VERIZON WIRELESS	10 -5-16-56100	POLC WIRELESS TO 8/20	454.64	GENERAL	POLICE	TELEPHONE
COMCAST BUSINESS	10 -5-16-56100	INTERNET TO 8/15	710.00	GENERAL	POLICE	TELEPHONE
COMCAST BUSINESS	10 -5-16-56100	PHONE TO 8/15	474.68	GENERAL	POLICE	TELEPHONE
CITY OF PERU	10 -5-16-57100	01-018126-00/2650 PEORIA-POLC	4,045.45	GENERAL	POLICE	UTILITIES
CITY OF PERU	10 -5-16-57100	01-040671-00/1503 4TH ST-POLC	1,377.56	GENERAL	POLICE	UTILITIES
DEBO ACE HARDWARE	10 -5-16-65200	SUPPLIES	74.10	GENERAL	POLICE	OPERATING SUPPLIES
LETTERKRAFT PRINTERS	10 -5-16-65200	ORD VIOLATION TIX	610.02	GENERAL	POLICE	OPERATING SUPPLIES
GRAPHIC ELECTRONICS INC	10 -5-16-65200	KEY CHAINS	108.25	GENERAL	POLICE	OPERATING SUPPLIES
PETTY CASH	10 -5-16-65200	WAGNER NOTARY FEES	28.50	GENERAL	POLICE	OPERATING SUPPLIES
PETTY CASH	10 -5-16-65200	OFFICE SUPPL	98.43	GENERAL	POLICE	OPERATING SUPPLIES
PETTY CASH	10 -5-16-65200	OFFICE SUPPL	200.00	GENERAL	POLICE	OPERATING SUPPLIES
P F PETTIBONE & CO	10 -5-16-65200	PARKING TICKETS	873.60	GENERAL	POLICE	OPERATING SUPPLIES
CAPITAL ONE/WALMART	10 -5-16-65200	SUPPLIES	53.81	GENERAL	POLICE	OPERATING SUPPLIES
CAPITAL ONE/WALMART	10 -5-16-65200	SUPPLIES	188.53	GENERAL	POLICE	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-16-65200	SUPPLIES	439.60	GENERAL	POLICE	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-16-65200	SUPPLIES	259.90	GENERAL	POLICE	OPERATING SUPPLIES
MICHELLE WAGNER	10 -5-16-65200	STORAGE BASKETS	61.28	GENERAL	POLICE	OPERATING SUPPLIES
DEMILIO'S	10 -5-16-65200	PD GRAND OPENING	91.80	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-16-65200	OFFICE SUPPLIES	12.26	GENERAL	POLICE	OPERATING SUPPLIES

AMAZON CAPITAL SERVICES	10-5-16-65200	OFFICE SUPPLIES		58.65	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-16-65200	MESSAGE BOARD		59.59	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-16-65200	THERMO GUARD		46.94	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-16-65200	OFFICE SUPPLIES		16.99	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-16-65200	SUPPLIES		55.63	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-16-65200	FLAGS		96.80	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-16-65200	DESK STORAGE		58.65	GENERAL	POLICE	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10-5-16-65500	AUG21 FUEL-POLICE		5,788.56	GENERAL	POLICE	FUEL & OIL VEHICLES
LEOPARDO COMPANIES INC	10-5-16-89500	POLICE STATION-PAY APP17	272,861.00		GENERAL	POLICE	POLICE STATION
LIFE FITNESS	10-5-16-89500	FITNESS ROOM EQUIP	4,604.68		GENERAL	POLICE	POLICE STATION
LIFE FITNESS	10-5-16-89500	FITNESS ROOM EQUIP	1,866.90		GENERAL	POLICE	POLICE STATION
FOREMOST PROMOTIONS	10-5-16-92900	PROMO ITEMS	389.34		GENERAL	POLICE	MISCELLANEOUS EXPENSE
METROPOLITAN LIFE INSUR	10-5-17-45110	FIRE LIFE	34.60		GENERAL	FIRE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-17-45120	FIRE DENTAL	325.62		GENERAL	FIRE	DENTAL INSURANCE
MES-ILLINOIS	10-5-17-51200	RESCUE SAW	2,593.31		GENERAL	FIRE	R&M/EQUIPMENT
MES-ILLINOIS	10-5-17-51200	CHAIN RPR	41.18		GENERAL	FIRE	R&M/EQUIPMENT
CIT TRUCKS-PERU 2650	10-5-17-51300	TRK 311 MNTNCE	262.38		GENERAL	FIRE	R&M/VEHICLES
CIT TRUCKS-PERU 2650	10-5-17-51300	TRK 316 MNTNCE	757.28		GENERAL	FIRE	R&M/VEHICLES
HALM'S MOTOR SERVICE	10-5-17-51300	FLUID	50.97		GENERAL	FIRE	R&M/VEHICLES
HALM'S MOTOR SERVICE	10-5-17-51300	POWERBALL	29.99		GENERAL	FIRE	R&M/VEHICLES
THE FENDER MENDERS	10-5-17-51300	343 MNTNCE	1,009.00		GENERAL	FIRE	R&M/VEHICLES
VERIZON WIRELESS	10-5-17-56100	FIRE WIRELESS TO 8/20	218.94		GENERAL	FIRE	TELEPHONE
CITY OF PERU	10-5-17-57100	01-040671-00/1503 4TH ST-FIRE	1,330.49		GENERAL	FIRE	UTILITIES
CITY OF PERU	10-5-17-57100	01-040672-00/816 WEST ST	193.14		GENERAL	FIRE	UTILITIES
CINTAS CORP #396	10-5-17-59900	CITY HALL/FIRE MATS	25.77		GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORP #396	10-5-17-59900	FIRE-MAT SVC	25.77		GENERAL	FIRE	CONTRACTUAL SERVICE
COMCAST CABLE	10-5-17-59900	SEP21 CABLE	75.40		GENERAL	FIRE	CONTRACTUAL SERVICE

DEBO ACE HARDWARE	10-5-17-65200	SUPPLIES	521.05	GENERAL	FIRE	OPERATING SUPPLIES
SMITH'S SALES & SERVICE	10-5-17-65200	MOTO MIX	128.00	GENERAL	FIRE	OPERATING SUPPLIES
EAGLE ENGRAVING	10-5-17-65200	MABAS TAGS	20.05	GENERAL	FIRE	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10-5-17-65500	AUG21 FUEL-FIRE	1,172.99	GENERAL	FIRE	FUEL & OIL VEHICLES
NEWS TRIBUNE	10-5-17-92900	FIRE-ANN SUBCSR	213.20	GENERAL	FIRE	MISCELLANEOUS EXP
METROPOLITAN LIFE INSUR	10-5-19-45110	STREET LIFE	60.55	GENERAL	STREET	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-19-45120	STREET DENTAL	257.58	GENERAL	STREET	DENTAL INSURANCE
MACHINERY MAINTENANCE I	10-5-19-51200	CHIPPER BLADES	861.00	GENERAL	STREET	R&M/EQUIPMENT
CYCLOPS WELDING & MFG	10-5-19-51200	FABRC BRACKET	87.00	GENERAL	STREET	R&M/EQUIPMENT
COMMUNICATION WORKS	10-5-19-51200	WHELEN TLIF LIGHTS	424.00	GENERAL	STREET	R&M/EQUIPMENT
HALAM'S MOTOR SERVICE	10-5-19-51300	WIPER BLADE	59.96	GENERAL	STREET	R&M/VEHICLES
KING TIRE	10-5-19-51300	L701 TIRE RPR	20.00	GENERAL	STREET	R&M/VEHICLES
PERU AUTO ELECTRIC	10-5-19-51300	S101 MAINT	26.95	GENERAL	STREET	R&M/VEHICLES
SCHIMMER INC	10-5-19-51300	U508 MNTNCE	94.53	GENERAL	STREET	R&M/VEHICLES
SAFETY-KLEEN SYSTEMS	10-5-19-51300	WASHER SOLVENT	247.78	GENERAL	STREET	R&M/VEHICLES
MIDWEST WHEEL COMPANIES	10-5-19-51300	LED LIGHTS	208.92	GENERAL	STREET	R&M/VEHICLES
LAKEIDE INTERNATIONAL,	10-5-19-51300	D301 MNTNCE	111.16	GENERAL	STREET	R&M/VEHICLES
ADVANCED ASPHALT CO	10-5-19-51400	SURFACE MIX	1,318.68	GENERAL	STREET	R&M/STREETS
MERTEL GRAVEL CO	10-5-19-51400	GRAVEL	1,964.00	GENERAL	STREET	R&M/STREETS
MERTEL GRAVEL CO	10-5-19-51400	GRAVEL	1,062.12	GENERAL	STREET	R&M/STREETS
MERTEL GRAVEL CO	10-5-19-51400	GRAVEL	1,891.50	GENERAL	STREET	R&M/STREETS
MERTEL GRAVEL CO	10-5-19-51400	GRAVEL	240.00	GENERAL	STREET	R&M/STREETS
LADZINSKI CEMENT FINISH	10-5-19-51400	DEBOS PRKNG LOT	9,934.00	GENERAL	STREET	R&M/STREETS
LADZINSKI CEMENT FINISH	10-5-19-51400	726 KOSCIUSKO ST	6,850.00	GENERAL	STREET	R&M/STREETS
LADZINSKI CEMENT FINISH	10-5-19-51400	944 4TH STREET	2,945.00	GENERAL	STREET	R&M/STREETS
LADZINSKI CEMENT FINISH	10-5-19-51400	WATERSTREET PRKNG CURB	3,830.00	GENERAL	STREET	R&M/STREETS
SAPP BROS TRUCK STOPS I	10-5-19-51400	SCALE WEIGH	12.00	GENERAL	STREET	R&M/STREETS

ADVANCED ASPHALT CO	10-5-19-51434	MIDTOWN RD-PAY6	304,939.09	GENERAL	STREET	STREET MAINT PROJECT
CHAMLIN & ASSOCIATES IN	10-5-19-51434	PEORIA ST RECONSTR	15,240.00	GENERAL	STREET	STREET MAINT PROJECT
CHAMLIN & ASSOCIATES IN	10-5-19-51434	PEORIA ST 2023	5,607.50	GENERAL	STREET	STREET MAINT PROJECT
CHAMLIN & ASSOCIATES IN	10-5-19-51434	MIDTOWN RD	27,397.50	GENERAL	STREET	STREET MAINT PROJECT
CHAMLIN & ASSOCIATES IN	10-5-19-51434	PAVEMENT MARKINGS	1,013.00	GENERAL	STREET	STREET MAINT PROJECT
CHAMLIN & ASSOCIATES IN	10-5-19-53100	MISC ENG	1,475.50	GENERAL	STREET	ENGINEERING EXPENSE
CHAMLIN & ASSOCIATES IN	10-5-19-53100	MGP SITE CLOSURE	745.00	GENERAL	STREET	ENGINEERING EXPENSE
KLEIN THORPE & JENKINS L	10-5-19-53200	JUL21 LEGAL	54.00	GENERAL	STREET	LEGAL FEES
COMCAST BUSINESS	10-5-19-56100	PW SEPT21 PHONE	513.21	GENERAL	STREET	TELEPHONE
CITY OF PERU	10-5-19-57100	01-010019-00/PLANK RD-SALT BR	0.33	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-010028-00/30TH ST NIGHT LT	31.50	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-010155-01/INTERSTATE ACRES	7.61	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-010190-00/JC PENNY RD NL	42.00	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-018109-00/4003 PLANK PW GR	953.66	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-018128-00/N PEORIA RINDABOU	213.38	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-018131-00/N PEORIA LTS	90.43	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-018133-00/PLANK RD-ST LGHT	25.54	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-060803-00/4TH & 251 NL	10.50	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-060806-00/NAVIGATION LT	161.53	GENERAL	STREET	UTILITIES
CITY OF PERU	10-5-19-57100	01-070956-00/NICK/STADIUM/SS	12.60	GENERAL	STREET	UTILITIES
CINTAS CORP #396	10-5-19-59900	CLEAN LOCKER RMS	152.06	GENERAL	STREET	CONTRACTUAL SERVICE
COMCAST BUSINESS CABLE/	10-5-19-59900	PW INTERNET TO 9/16	362.11	GENERAL	STREET	CONTRACTUAL SERVICE
DEBO ACE HARDWARE	10-5-19-65200	SUPPLIES	527.41	GENERAL	STREET	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	10-5-19-65200	PROPANE	30.09	GENERAL	STREET	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	10-5-19-65200	PROPANE	15.01	GENERAL	STREET	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	10-5-19-65200	SAFETY GLASSES	20.75	GENERAL	STREET	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	10-5-19-65200	PROPANE	15.01	GENERAL	STREET	OPERATING SUPPLIES

GRAINGER INC, W.W.	10-5-19-65200	HARD HATS		93.88	GENERAL	STREET	OPERATING SUPPLIES
GRAINGER INC, W.W.	10-5-19-65200	HARD HATS		375.52	UTILITY	NA	EXCISE TAX
SISLER ICE & ICE CREAM	10-5-19-65200	ICE		70.00	UTILITY	NA	GRANT REALLOCATE
AMAZON CAPITAL SERVICES	10-5-19-65200	SUPPLIES		18.44	UTILITY	NA	MISCELLANEOUS
US BANK VOYAGER FLEET S	10-5-19-65500	AUG21 FUEL-STREETS		750.63	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10-5-19-65500	DIESEL		1,046.52	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10-5-19-65500	DIESEL		336.84	GENERAL	STREET	FUEL & OIL VEHICLES
COMMUNICATION WORKS	10-5-22-51200	BASE STATION RPR		50.00	GENERAL	BUILDINGS & GROUNDS	R&M/EQUIPMENT
SHEARER TREE SERVICE	10-5-22-51700	TREE REMOVAL		1,680.00	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
CITY OF PERU	10-5-22-57100	01-040691-00/PLAZA MIRROR BLD		28.26	GENERAL	BUILDINGS & GROUNDS	UTILITIES
CITY OF PERU	10-5-22-57100	01-040694-00/1901 4TH ST		1,361.27	GENERAL	BUILDINGS & GROUNDS	UTILITIES
CONNIE BERG	10-5-22-59900	CLEAN 8/28;9/4		250.00	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
DEBO ACE HARDWARE	10-5-22-65200	SUPPLIES		61.02	GENERAL	BUILDINGS & GROUNDS	OPERATING SUPPLIES
DEBO ACE HARDWARE	10-5-22-65200	SUPPLIES		161.14	GENERAL	BUILDINGS & GROUNDS	OPERATING SUPPLIES
METROPOLITAN LIFE INSUR	10-5-23-45110	PARKS LIFE		17.30	GENERAL	PARKS	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-23-45120	PARKS DENTAL		132.82	GENERAL	PARKS	DENTAL INSURANCE
VALLEY APPLIANCE SALES	10-5-23-51200	EQUIP TIRE RPR		170.44	GENERAL	PARKS	R&M/EQUIPMENT
AMAZON CAPITAL SERVICES	10-5-23-51200	BASEBALL SCREEN/CART		598.98	GENERAL	PARKS	R&M/EQUIPMENT
NEVCO SPORTS LLC	10-5-23-51212	WASH PARK-SCOREBOARD RPR		215.82	GENERAL	PARKS	R&M/PARK EQUIPMENT
HALM'S MOTOR SERVICE	10-5-23-51300	GREASE TUBE		49.90	GENERAL	PARKS	R&M/VEHICLES
HALM'S MOTOR SERVICE	10-5-23-51300	KNOB		25.90	GENERAL	PARKS	R&M/VEHICLES
SPRINGFIELD ELECTRIC	10-5-23-51700	VETS PARK LIGHTS		533.07	GENERAL	PARKS	R&M/GROUNDS
JUST MASONRY	10-5-23-51700	GENT PARK		31,420.00	GENERAL	PARKS	R&M/GROUNDS
DOTY & SONS CONCRETE PR	10-5-23-51700	CONCRETE BAG SET		1,926.00	GENERAL	PARKS	R&M/GROUNDS
BEACON ATHLETICS	10-5-23-51700	HAND EDGER		457.00	GENERAL	PARKS	R&M/GROUNDS
BEACON ATHLETICS	10-5-23-51700	TARPS/RAKES		909.00	GENERAL	PARKS	R&M/GROUNDS
SPORTFIELDS INC	10-5-23-51700	VETS PARK FIELD IMPRV		14,050.00	GENERAL	PARKS	R&M/GROUNDS

CHAMLIN & ASSOCIATES INC	10-5-23-53100	TENNIS COURT REHAB	2,028.00	GENERAL	PARKS	ENGINEERING EXPENSE
CITY OF PERU	10-5-23-57100	01-010093-00/BAKER LAKE	2.40	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-010104-00/VETERAN'S PK	408.88	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-010105-00/BAKER LAKE	416.21	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-050719-00/WASH PARK RR	4.21	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-050720-00/MAUSOLEUM	195.66	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-050733-00/PARK BARN	92.73	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-050772-00/TENNIS CT WASH P	58.37	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-050799-00/CENT PARK RR	49.26	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-050800-00/CONCESSION STND	72.91	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-050803-00/SPLASH PAD	3,093.61	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-060825-00/MCKINLEY PK	16.26	GENERAL	PARKS	UTILITIES
CITY OF PERU	10-5-23-57100	01-070967-00/SUNSET PK RR	17.24	GENERAL	PARKS	UTILITIES
DEBO ACE HARDWARE	10-5-23-65200	SUPPLIES	578.28	GENERAL	PARKS	OPERATING SUPPLIES
DEBO ACE HARDWARE	10-5-23-65200	SUPPLIES	257.85	GENERAL	PARKS	OPERATING SUPPLIES
MENARDS	10-5-23-65200	HOSE WAND	29.98	GENERAL	PARKS	OPERATING SUPPLIES
ULINE	10-5-23-65200	GEAR/BABY STATIONS	1,627.77	GENERAL	PARKS	OPERATING SUPPLIES
ULINE	10-5-23-65200	SAFETY GEAR	303.36	GENERAL	PARKS	OPERATING SUPPLIES
ULINE	10-5-23-65200	SAFETY VESTS	59.30	GENERAL	PARKS	OPERATING SUPPLIES
GRAINCO FS INC	10-5-23-65200	ESPLANADE	279.85	GENERAL	PARKS	OPERATING SUPPLIES
HAWKINS, INC	10-5-23-65200	POOL CHEMICALS	392.62	GENERAL	PARKS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-23-65200	THORSON RETURNS	(241.90)	GENERAL	PARKS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-23-65200	PLANNER BOARD	241.90	GENERAL	PARKS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-23-65200	PROJECT BOARD	241.90	GENERAL	PARKS	OPERATING SUPPLIES
SPRINGFIELD ELECTRIC	10-5-23-65210	FOOD TRUCK PLUG	71.84	GENERAL	PARKS	EVENTS/PROGRAMS
CREATIVE APPAREL	10-5-23-65210	TASTE SHIRTS	2,837.00	GENERAL	PARKS	EVENTS/PROGRAMS
RENTAL PROS 2 INC	10-5-23-65210	TASTE TENIS	1,460.00	GENERAL	PARKS	EVENTS/PROGRAMS

SISLER ICE & ICE CREAM	10-5-23-65210	ICE	650.00	GENERAL	PARKS	EVENTS/PROGRAMS
JOSHUA JONES	10-5-23-65210	YMCA SWIM LESSONS REIMB	110.00	GENERAL	PARKS	EVENTS/PROGRAMS
TEANNA CATTANI	10-5-23-65210	TASTE-FACE PAINTING	1,000.00	GENERAL	PARKS	EVENTS/PROGRAMS
US BANK VOYAGER FLEET S	10-5-23-65500	AUG21 FUEL CHARGES-PARKS	696.32	GENERAL	PARKS	FUEL & OIL VEHICLES
METROPOLITAN LIFE INSUR	10-5-24-45110	CEMETERY LIFE	8.65	GENERAL	CEMETERY	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-24-45120	CEMETERY DENTAL	107.20	GENERAL	CEMETERY	DENTAL INSURANCE
TEANNA CATTANI	10-5-24-51200	TRACTOR 802 MINTNCE	62.57	GENERAL	CEMETERY	R&M/EQUIPMENT
CITY OF PERU	10-5-24-57100	01-050718-00/2121 SH PK-CMTRY	17.18	GENERAL	CEMETERY	UTILITIES
DEBO ACE HARDWARE	10-5-24-65200	SUPPLIES	239.87	GENERAL	CEMETERY	OPERATING SUPPLIES
DRESBACH DIST CO	10-5-24-65200	WATER	55.00	GENERAL	CEMETERY	OPERATING SUPPLIES
ARNESON OIL COMPANY	10-5-24-65500	GASOLINE	990.84	GENERAL	CEMETERY	FUEL & OIL VEHICLES
METROPOLITAN LIFE INSUR	10-5-25-45110	GARAGE LIFE	17.30	GENERAL	CITY GARAGE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-25-45120	GARAGE DENTAL	124.76	GENERAL	CITY GARAGE	DENTAL INSURANCE
METROPOLITAN LIFE INSUR	10-5-26-45110	FINANCE LIFE	57.52	GENERAL	FINANCE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	10-5-26-45120	FINANCE DENTAL	162.46	GENERAL	FINANCE	DENTAL INSURANCE
MARGARET ETHERIDGE	10-5-26-65200	2021 BANK MILEAGE	56.34	GENERAL	FINANCE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10-5-26-65200	COMPUTER SUPPLIES	141.98	GENERAL	FINANCE	OPERATING SUPPLIES
KEY BENEFITS ADMINISTRATOR	15-5-15-45100	8/25 MEDICAL REQ	1,364.31	INSURANCE	ADMINISTRATIVE	HEALTH CLAIMS
KEY BENEFITS ADMINISTRATOR	15-5-15-45100	9/1 MEDICAL REQ	9,385.54	INSURANCE	ADMINISTRATIVE	HEALTH CLAIMS
KEY BENEFITS ADMINISTRATOR	15-5-15-45150	8/25 HRA REQ	1,738.43	INSURANCE	ADMINISTRATIVE	HRA CLAIMS
KEY BENEFITS ADMINISTRATOR	15-5-15-45150	9/1 HRA REQ	815.33	INSURANCE	ADMINISTRATIVE	HRA CLAIMS
KEY BENEFITS ADMINISTRATOR	15-5-15-46150	AUG21 FSA REQ	3,170.45	INSURANCE	ADMINISTRATIVE	FSA CLAIMS
REPUBLIC SERVICES #792	21-5-90-57060	SEP21 SCAVENGER	70,647.46	GARBAGE	OPERATING EXPENSES	SCAVENGER CONTRACT
THE ECONOMIC DEV GROUP,	29-5-90-53400	PERU IND PRK TIF-3Q 2021	8,362.80	PERU INDUSTRIAL PARK T	OPERATING EXPENSES	ADMIN/PROF FEES
JACOB & KLEIN, LTD	29-5-90-53400	PERU IND PRK TIF-3Q 2021	2,090.70	PERU INDUSTRIAL PARK T	OPERATING EXPENSES	ADMIN/PROF FEES
THE ECONOMIC DEV GROUP,	30-5-90-53400	PERU N COMMERCIAL TIF-3Q 2021	4,413.20	NORTH PERU TIF	OPERATING EXPENSES	ADMIN/PROF FEES
JACOB & KLEIN, LTD	30-5-90-53400	PERU N COMMERCIAL TIF-3Q 2021	1,103.30	NORTH PERU TIF	OPERATING EXPENSES	ADMIN/PROF FEES

IL EPA	60 -0-00-20910	WWTR-486 LOAN #16	115,164.05	UTILITY	N/A	WWTR-486 LOAN PAYMENT
METROPOLITAN LIFE INSUR	60 -5-12-45110	LT/MS CLERK LIFE	17.30	UTILITY	CLERK'S OFFICE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	60 -5-12-45120	UTIL CLERK DENTAL	55.61	UTILITY	CLERK'S OFFICE	DENTAL INSURANCE
CREATIVE SERVICES	60 -5-12-56000	AUG21 UTILITY BILLS	2,254.73	UTILITY	CLERK'S OFFICE	POSTAGE
CREATIVE SERVICES	60 -5-12-59900	AUG21 UTILITY BILLS	553.61	UTILITY	CLERK'S OFFICE	CONTRACTUAL SERVICE
METROPOLITAN LIFE INSUR	60 -5-15-45110	LT ADM LIFE	51.90	UTILITY	ADMINISTRATIVE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	60 -5-15-45110	WS ADM LIFE	95.15	UTILITY	ADMINISTRATIVE	GROUP INSURANCE
METROPOLITAN LIFE INSUR	60 -5-15-45120	WS ADMIN DENTAL	270.01	UTILITY	ADMINISTRATIVE	DENTAL INSURANCE
METROPOLITAN LIFE INSUR	60 -5-15-45120	LT ADMIN DENTAL	458.09	UTILITY	ADMINISTRATIVE	DENTAL INSURANCE
INSURANCE FUND	60 -5-15-45181	8/25 HRA-UTIL	742.25	UTILITY	ADMINISTRATIVE	KBA-HRA FUND REQUESTS
INSURANCE FUND	60 -5-15-45181	9/1 HRA-UTIL	317.38	UTILITY	ADMINISTRATIVE	KBA-HRA FUND REQUESTS
CINTAS CORP #396	60 -5-15-47200	PW UNIFORM/MATS	428.93	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
CINTAS CORP #396	60 -5-15-47200	ELEC UNIFORM/MATS	441.70	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
KLEIN THORPE & JENKINS L	60 -5-15-53200	JUL21 LEGAL	1,188.00	UTILITY	ADMINISTRATIVE	LEGAL FEES
ST MARGARET'S HEALTH-PE	60 -5-15-53400	BERTULLI NEW HIRE	159.00	UTILITY	ADMINISTRATIVE	OTHER PROFESSIONAL SERVICES
BRENT MARTIN	60 -5-15-55900	MLG/MEALS SPRGNFLD	201.67	UTILITY	ADMINISTRATIVE	TRAVEL/MILEAGE
CINTAS CORP #396	60 -5-15-59900	MICHELS HI VIS REFL RETURN	(283.50)	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	PW UNIFORM/MATS	191.74	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	ELEC UNIFORM/MATS	143.38	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
QUILL CORPORATION	60 -5-15-65200	TONER	524.62	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
QUILL CORPORATION	60 -5-15-65200	OFFICE SUPPLIES	106.34	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
QUILL CORPORATION	60 -5-15-65200	OFFICE SUPPLIES	52.46	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
HIGH VOLTAGE EQUIP DIAG	60 -5-61-51200	DIAGNOSTIC TESTING	4,912.50	UTILITY	POWER & GENERATION	R&M/EQUIPMENT
ALTORFER INDUSTRIES, IN	60 -5-61-51208	OIL LAB FEE	109.50	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
CENTRAL MILLWRIGHT SERV	60 -5-61-51208	FABRICATE GENERATOR	3,820.00	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
VULTURE ENGINEERING	60 -5-61-51208	JET GEN MINTNCE	4,951.25	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
CYCLOPS WELDING & MFG	60 -5-61-51220	EQUIP MINTNCE	3,987.00	UTILITY	POWER & GENERATION	GAS TURBINE

DEBO ACE HARDWARE	60 -5-61-65200	SUPPLIES	148.47	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
CITY OF PERU	60 -5-61-66720	01-010040-00/251&SP RD ST LT	52.39	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010156-00/251&180 S-SGNL 5	14.34	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010188-00/4001 PLNK RD SUB	353.25	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010191-00/RT251&38TH ST LT	64.67	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010194-00/251&WMNZL SGNL 4	21.63	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010195-00/251&WMNZL ST LTS	99.90	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010201-00/PLNK RD GEN STN	1,037.82	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010206-00/4005 PLANK RD	1,358.09	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-010222-00/180&PLNK HWY LTS	335.56	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-018056-00/251&MDTWN ST LTS	82.61	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-018105-00/RT251&180 N SGNL	37.82	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-018123-00/251&38TH SGNL 8	32.18	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-018124-00/251&SP RD SGNL 3	41.41	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-018125-00/251&180 HWY LTS	208.70	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-018127-00/251&MDTWN SGNL 9	17.06	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-040644-00/4TH&PEORIA SGNL 1	25.00	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-040669-00/4TH&WEST SGNL 2	23.70	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-060821-00/251&RT6 HWY LTS	391.54	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-070918-03/1026 CENTER ST	5.51	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-080991-00/PERU RAIL GEN ST	436.77	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66720	01-080997-00/251&UNVT SGNL 10	26.63	UTILITY	POWER & GENERATION	PURCHASED POWER-ELECTRICITY
CITY OF PERU	60 -5-61-66740	01-070952-00/LT PLANT/BOILER	57.18	UTILITY	POWER & GENERATION	PURCHASED WATER
UNITED RENTALS (NORTH A	60 -5-62-51200	EQUIP RENTAL	100.88	UTILITY	DISTRIBUTION SYSTEM	R&M/EQUIPMENT
UNITED RENTALS (NORTH A	60 -5-62-51200	REFUELING SVC	136.83	UTILITY	DISTRIBUTION SYSTEM	R&M/EQUIPMENT
MENARDS	60 -5-62-51290	POLE BREAKERS	16.63	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	SPRINGFIELD ELECTRIC	(313.74)	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS

SPRINGFIELD ELECTRIC	60 -5-62-51290	1PH COMM METER PED	4,700.78	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	DISTR SUPPLIES	1,854.83	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	DISTR SUPPLIES	29.21	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	DISTR SUPPLIES	22.18	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	GROUND BAR KIT	27.89	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	DISTR SUPPLIES	1,037.08	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	DISTR SUPPLIES	38.19	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	50.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	185.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	GROUND SET	1,138.65	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	312.25	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	198.75	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
JAMES MCGRATH	60 -5-62-51290	LIGHT REIMB	52.65	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
DEBO ACE HARDWARE	60 -5-62-65200	SUPPLIES	381.00	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
FASTENAL CO	60 -5-62-65200	SUPPLIES	82.78	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	GLOVES/SLEEVE TESTING	131.50	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	HOISTS	519.44	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	MARKING PAINT	160.00	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
SPRINGFIELD ELECTRIC	60 -5-63-51200	DISTR SUPPLIES	1,140.06	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
SPRINGFIELD ELECTRIC	60 -5-63-51200	DISTR SUPPLIES	870.81	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
REVERE ELECTRIC SUPPLY	60 -5-63-51200	N.PEORIA & 26TH DIMMERS	170.73	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
ANIXTER INC	60 -5-63-51200	PHOTO CONTRL EYE	935.00	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
REVERE ELECTRIC SUPPLY	60 -5-64-51200	HYDRO-SWITCH ASSEMBLY	3,485.00	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
COMPLETE INTEGRATION &	60 -5-72-51200	PRGRMMING LABOR SVC	375.00	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
MIDWEST SALT	60 -5-72-61300	SALT	2,767.43	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	2,796.55	UTILITY	WATER TREATMENT	SALT

MIDWEST SALT	60 -5-72-61300	SALT	2,742.63	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	2,744.78	UTILITY	WATER TREATMENT	SALT
CITY OF PERU	60 -5-72-66720	01-010202-01/WELL 8	17,003.39	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-72-66720	01-018013-00/WATER TWR MAY RD	283.93	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-72-66720	01-018130-00 NPEORIA/WTR RADI	52.06	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-72-66720	01-030461-00/PUTNAM ST PMP ST	5,695.88	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-72-66720	01-070948-00/WELL 6	8,530.78	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-72-66720	01-070955-00/WELL 7	12.39	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-72-66720	01-070957-00/WELL 5	21.74	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-72-66720	01-088098-00/WELL 9	14,924.51	UTILITY	WATER TREATMENT	PURCHASED POWER-ELECTRIC
UTILITY EQUIPMENT CO	60 -5-73-52000	4003 PLANK ROAD	6,125.80	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	STOCK & REPAIRS	478.30	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	GRANT & 3RD	250.92	UTILITY	WATER DISTRIBUTION	R&M SEWERS
DEBO ACE HARDWARE	60 -5-73-65200	SUPPLIES	221.41	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	SUPPLIES	31.65	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-73-65200	SAFETY GEAR-BERTULLI WADERS	269.95	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-73-65200	SAFETY GEAR-BERTULLI HIP WADER	42.99	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
CITY OF PERU	60 -5-73-66720	01-010064-00/PRGR PK PUMP STN	2.62	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-73-66720	01-010087-00/30TH ST PUMP STN	32.39	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-73-66720	01-010272-00/C F PUMP STATION	39.68	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-73-66720	01-010290-00/LFT STN @ RR	140.66	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-73-66720	01-010296-00/PUMP STN BY ARBY	1,460.92	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-73-66720	01-018014-00/LFT STN QUEESSE	26.09	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-73-66720	01-018061-00/1352 MAY RD	23.81	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
CITY OF PERU	60 -5-73-66720	01-080221-00/PUMP STN DONLAR	15.10	UTILITY	WATER DISTRIBUTION	PURCHASED POWER-ELECTRIC
DEBO ACE HARDWARE	60 -5-74-65200	SUPPLIES	389.66	UTILITY	WATER DISPOSAL PLANT	OPERATING SUPPLIES
CITY OF PERU	60 -5-74-66720	01-070912-01/DISPOSAL PLT LGH	13,392.92	UTILITY	WATER DISPOSAL PLANT	PURCHASED POWER-ELECTRIC

CITY OF PERU	60 -5-74-66720	01-080591-00/3600 RT 6 WWTP	8,418.83	UTILITY	WATER DISPOSAL PLANT	PURCHASED POWER-ELECTRIC
HALM'S MOTOR SERVICE	60 -5-75-51300	TRUCK SUPPLIES	31.97	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
HALM'S MOTOR SERVICE	60 -5-75-51300	TRUCK SUPPLIES	57.96	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
KING TIRE	60 -5-75-51300	W202 TIRES	413.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E201 MNTNCE	1,524.27	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
HENNEPIN MARINE INC	60 -5-75-51300	E601 MNTNCE	1,081.39	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
ALTEC INDUSTRIES, INC	60 -5-75-51300	E201 LABOR SVC	571.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
COMMUNICATION WORKS	60 -5-75-51300	E201 COMPUTER INSTALL	463.45	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
COMMUNICATION WORKS	60 -5-75-51800	E204 VHF DUPLEXER KIT	300.00	UTILITY	TRUCKS & VEHICLES	R&M/RADIOS
US BANK VOYAGER FLEET S	60 -5-75-65500	AUG21 FUEL-ELEC	1,464.53	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	60 -5-75-65500	AUG21 FUEL-WATER	1,464.28	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
BOB RIDINGS INC	60 -5-77-88400	2022 FORD F350	41,873.00	UTILITY	PLANT & EQUIPMENT	NEW VEHICLES
CHAMULIN & ASSOCIATES IN	60 -5-77-88405	GRANT ST WM	314.50	UTILITY	PLANT & EQUIPMENT	NEW WATER MAIN
CHAMULIN & ASSOCIATES IN	60 -5-77-88405	ETTEN WM	1,234.00	UTILITY	PLANT & EQUIPMENT	NEW WATER MAIN
CHAMULIN & ASSOCIATES IN	60 -5-77-88500	AREA 5 PH 1	4,777.50	UTILITY	PLANT & EQUIPMENT	SEWER SEPARATION PROJECTS
CHAMULIN & ASSOCIATES IN	60 -5-77-88500	AREA 5 PH 1-7TH ST ADDN	1,968.50	UTILITY	PLANT & EQUIPMENT	SEWER SEPARATION PROJECTS
CHAMULIN & ASSOCIATES IN	60 -5-77-88500	AREA 1 PH 6	18,527.50	UTILITY	PLANT & EQUIPMENT	SEWER SEPARATION PROJECTS
CHAMULIN & ASSOCIATES IN	60 -5-77-88850	WELL 5 REHAB	1,639.00	UTILITY	PLANT & EQUIPMENT	SYSTEM UPGRADES
CYCLOPS WELDING & MFG	60 -5-77-88865	FABRC REBAR CAGES	4,480.00	UTILITY	PLANT & EQUIPMENT	N PEORIA LIGHTING
CYCLOPS WELDING & MFG	60 -5-77-88865	FABRC STEEL PLATES	869.00	UTILITY	PLANT & EQUIPMENT	N PEORIA LIGHTING
CYCLOPS WELDING & MFG	60 -5-77-88865	FABRC REBAR CAGES	4,480.00	UTILITY	PLANT & EQUIPMENT	N PEORIA LIGHTING
REVERE ELECTRIC SUPPLY	60 -5-77-88865	STREET LIGHTING	277,136.00	UTILITY	PLANT & EQUIPMENT	N PEORIA LIGHTING
CHAPMAN'S MECHANICAL	85 -5-90-51100	REPLACE A/C	5,114.00	AIRPORT	OPERATING EXPENSES	R&M/BUILDINGS
FILTRATION CORP OF AMER	85 -5-90-51200	PUMP MAINT	1,050.40	AIRPORT	OPERATING EXPENSES	R&M/EQUIPMENT
CHAMULIN & ASSOCIATES IN	85 -5-90-53100	AIRPORT GRANT	1,898.00	AIRPORT	OPERATING EXPENSES	ENGINEERING EXPENSE
CITY OF PERU	85 -5-90-57100	0101014900/RUNWAY LIGHTS	952.21	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101018701/OFFICE	644.22	AIRPORT	OPERATING EXPENSES	UTILITIES

CITY OF PERU	85 -5-90-57100	0101024200/MIDDLE HANGAR	32.18	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101024300/WEST HANGAR BLDG	61.75	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101026504/HANGAR 20	0.22	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101027400/AIRPORT LANDING GE	9.89	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101028500/CORP HANGAR #1	150.62	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101800000/3 E HANGAR HOUSE	17.06	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101801800/WEATHER TOWER	40.86	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101803601/CAR RENTAL OFF	3.87	AIRPORT	OPERATING EXPENSES	UTILITIES
CITY OF PERU	85 -5-90-57100	0101807000/AIRPORT HNGR	35.93	AIRPORT	OPERATING EXPENSES	UTILITIES
DEBO ACE HARDWARE	85 -5-90-65200	SUPPLIES	17.99	AIRPORT	OPERATING EXPENSES	OPERATING SUPPLIES

City of Peru Payroll Totals

GENERAL FUND

10 ELECTED OFFICIALS	7,463.98
12 CLERK'S OFFICE	2,257.22
14 ENGINEER	15,648.85
15 ADMINISTRATIVE	1,089.43
16 POLICE	92,537.50
17 FIRE	21,797.23
19 STREET	24,527.33
22 BUILDINGS & GROUNDS	559.78
23 PARKS	9,489.28
24 CEMETERY	7,231.13
25 CITY GARAGE	6,358.80
26 FINANCE, HR, & IT	21,765.37
10 TOTAL GENERAL FUND	<u>210,725.90</u>

UTILITY FUND

12 CLERK'S OFFICE	6,448.52
15 ADMINISTRATIVE	2,014.91
61 POWER & GENERATION	7,111.21
62 DISTRIBUTION SYSTEM	31,016.54
64 HYDROELECTRIC PLANT	5,381.00
72 WATER TREATMENT	0.00
73 WATER DISTRIBUTION	23,450.89
60 TOTAL UTILITY FUND	<u>75,423.07</u>

TOTAL \$ 286,148.97



Post Office Box 299
Peru, Illinois 61354

September 2, 2021

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

**RE: Petition of QuikTrip Corporation
1320-1340 May Road, Peru, IL**

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, September 1, 2021, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of QuikTrip Corporation, an Oklahoma Corporation (hereinafter, "Petitioner"), concerning real estate generally located at 1320-1340 May Road, Peru, IL, legally described as follows:

TRACT I:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FA ROUTE 178 AND THE NORTH LINE OF THE SAID SECTION 4, SAID POINT OF BEGINNING BEING ALSO 39.78 FEET EAST OF THE NORTHWEST CORNER OF THE SAID SECTION 4; THENCE DUE EAST 462.85 FEET ON THE NORTH LINE OF THE SAID SECTION 4; THENCE SOUTH 0 DEGREES 38 MINUTES 10 SECONDS WEST 331.78 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF F.A.I. ROUTE 00; THENCE NORTH 48 DEGREES 27 MINUTES 10 SECONDS WEST 189.20 FEET ON THE NORTHERLY RIGHT-OF-WAY OF FA.I. ROUTE 80; THENCE NORTH 61 DEGREES 17 MINUTES 10 SECONDS WEST 361.20 FEET ON THE NORTHERLY RIGHT-OF-WAY LINE OF F.A.I. ROUTE 80 TO THE EAST RIGHT-OF-WAY LINE OF F.A. ROUTE 178; THENCE NORTH 0 DEGREES 13 MINUTES EAST 32.28 FEET ON THE EAST RIGHT-OF-WAY LINE OF F.A.I. ROUTE 178 TO THE POINT OF BEGINNING, IN LASALLE COUNTY, ILLINOIS, EXCEPT COAL AND MINERALS AND THE RIGHT TO MINE AND REMOVE THE SAME.

TRACT II:

THE EAST 820 FEET OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE RIGHT OF WAY OF A RAMP LEADING FROM F.A.I. ROUTE 80 AND CONNECTING TO F.A. ROUTE 178 THROUGH THE AFORESAID SECTION 4. THE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST

QUARTER OF SECTION 4. TOWNSHIP 33 NORTH. RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE OF THE SAID QUARTER SECTION FOR A DISTANCE OF 502.19 FEET TO THE POINT OF BEGINNING, CONTINUING THENCE NORTH 89 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 820 FEET; THENCE SOUTH 0 DEGREES 1 MINUTE 30 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID QUARTER SECTION FOR A DISTANCE OF 675.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORTHEAST QUADRANT OF THE INTER-CHANGE BETWEEN F.A. ROUTE 178 AND F.A.I. ROUTE 80; THENCE NORTH 87 DEGREES 9 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 252.13 FEET; THENCE NORTH 76 DEGREES 27 MINUTES 30 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 208 FEET; THENCE NORTH 57 DEGREES 31 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 213.34 FEET; THENCE NORTH 49 DEGREES 2 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 242.8 FEET; THENCE NORTH 0 DEGREES 1 MINUTE 30 SECONDS EAST FOR A DISTANCE OF 331.61 FEET TO THE POINT OF BEGINNING, EXCEPT THE COAL AND MINERALS AND RIGHT TO MINE AND REMOVE THE SAME, ALL LYING AND BEING SITUATED IN LASALLE COUNTY, ILLINOIS.

PINs: 17-04-107-000 & 17-04-106-000 (hereinafter, "Property").

Petitioner, as contract purchaser with consent of the Property owners, seeks resubdivision of the Property and requests the following relief under the City's Zoning Ordinance, to wit:

- (a) Approval of the Final Plat of QT 7203 Addition;
- (b) A variance from Section 8.05(b)(1)c. iv. to increase the maximum allowable gross surface area for a freestanding sign from not more than 375 sq. ft., to not more than 633 sq. ft.;
- (c) A variance from Section 8.05(b)(1)d. iv. to increase the maximum allowable height for a freestanding sign from not more than 65', to not more than 100';
- (d) A variance from Section 8.03(o)(3)(a) to increase the maximum allowable area for an individual window sign from not more than 80% of the window area, to 100% of the window area;
- (e) A variance from Section 8.03(o)(3)(b) to increase the maximum allowable total area of all window signs from not more than 20% of the total window area, to 100% of the window area; and
- (f) For such other relief as may be equitable and just.

The Property is located in a B-4 Highway Business District.

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

QuikTrip Real Estate Project Manager, JD Dudley, and Wesley Meyers, professional land surveyor with Farnsworth Group, Inc., appeared remotely via Zoom on behalf of Petitioner and were duly sworn.

Mr. Dudley introduced himself and discussed the proposed QuikTrip development and sign package submitted by Petitioner. Mr. Dudley testified that the project involves a typical QuikTrip gas station and convenience store. There will be truck fueling at this location, but no amenities for truckers will be offered. The convenience store will feature a fast food restaurant component with barbeque and other offerings. Mr. Dudley stated the submitted sign package is consistent with QuikTrip corporate standards nationwide. A variance to increase the height of the freestanding sign is requested in large part due to safety because it allows truck drivers more time to see the location, move over and exit the highway. With respect to the window signage, Mr. Dudley stated it is translucent and allows employees to see out from inside the store. The window signage will advertise QuikTrip's monthly food items. Mr. Dudley testified further that Petitioner is very excited about the project and intends to apply for building permits in approximately four weeks. Petitioner has already closed with the owner of one part of the Property and is finalizing the closing of the remainder. Petitioner does not franchise and this development will be a corporate store adhering to its strict corporate store and employee appearance standards.

In response to questioning from Chairman Miller, City Engineer Eric Carls stated his department has been working with Mr. Dudley and his team for a few months now. Engineer Carls researched the sign package and confirmed Petitioner is not requesting anything egregious or out of the ordinary as it relates to Petitioner's other locations. Engineer Carls said there are still a few hurdles to get through on the planning side, such as DOT traffic studies. However, with respect to the matters before the Planning/Zoning Commission, Engineer Carls stated he had no objections and offered a favorable recommendation to approve all of Petitioner's requests. In response to further questioning from Chairman Miller, Engineer Carls confirmed there was no issue with the sign height with respect to the airport.

In response to questioning from Member Lucas, Mr. Dudley testified that employee safety is Petitioner's number one priority and the window signage does not create any safety issues. The store will have a comprehensive security system and safety protocols. High-definition security cameras will cover every square inch, inside and out, and will be monitored from Petitioner's hub in Tulsa. The window signage is a translucent sticker allowing you to see out of the store. At nighttime, it also allows you to see inside the store. Mr. Dudley added that Petitioner does not allow any marketing on the window signage other than QuikTrip marketing, so there will be no beer/cigarette products advertised.

In response to questioning from Chairman Miller, Mr. Dudley stated the 100' freestanding sign will be located behind the building 10' back from the highway off-ramp right-of-way.

Mr. Meyers then discussed the proposed Final Plat of QT 7203. He testified that the Plat was a consolidation of two metes and bounds parcels. Petitioner recently closed on the western parcel, formerly owned by Purelku, labeled as Tract I. Tract II is owned by National Oil. Petitioner intends to purchase the western six acres of that property, creating two lots, with the remainder being retained by National Oil. There will be a 40' dedication for right-of-way, which Mr. Meyers states had been discussed with Engineer Carls and the Illinois Department of Transportation, matching the right-of-way dedicated by IBI Ventures Subdivision to the east. Mr. Meyers further testified that they would create a 20' wide easement for city access to the existing pump station in the northwest corner of the Property.

There were no objectors at the hearing.

The Planning/Zoning Commission found that approval of the Final Plat of QT 7203 Addition and granting of variances requested by Petitioner 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 that the Petition be granted as prayed for.

Member Lucas moved, and Member Moreno seconded, to favorably recommend approval of the Final Plat of QT 7203 to the City Council. The motion passed unanimously: 6 aye, 0 nay, and 1 Members absent.

Member Lucas moved, and Member Moreno seconded, to favorably recommend that the City Council grant the variances sought by Petitioner (*See* (b)-(e) above). The motion passed unanimously: 6 aye, 0 nay, and 1 Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the
Planning/Zoning Commission

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF QT 7203
ADDITION TO THE CITY OF PERU AND GRANTING
VARIANCES AS SOUGHT BY QUIKTRIP CORPORATION**

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru conducted a public hearing on September 1, 2021, to consider the Petition of QuikTrip Corporation, an Oklahoma Corporation (hereinafter, "Petitioner"), concerning property generally located at 1320-1340 May Road in the City of Peru, Illinois, legally described as follows:

TRACT I:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FA ROUTE 178 AND THE NORTH LINE OF THE SAID SECTION 4, SAID POINT OF BEGINNING BEING ALSO 39.78 FEET EAST OF THE NORTHWEST CORNER OF THE SAID SECTION 4; THENCE DUE EAST 462.85 FEET ON THE NORTH LINE OF THE SAID SECTION 4; THENCE SOUTH 0 DEGREES 38 MINUTES 10 SECONDS WEST 331.78 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF F.A.I. ROUTE 00; THENCE NORTH 48 DEGREES 27 MINUTES 10 SECONDS WEST 189.20 FEET ON THE NORTHERLY RIGHT-OF-WAY OF F.A.I. ROUTE 80; THENCE NORTH 61 DEGREES 17 MINUTES 10 SECONDS WEST 361.20 FEET ON THE NORTHERLY RIGHT-OF-WAY LINE OF F.A.I. ROUTE 80 TO THE EAST RIGHT-OF-WAY LINE OF F.A. ROUTE 178; THENCE NORTH 0 DEGREES 13 MINUTES EAST 32.28 FEET ON THE EAST RIGHT-OF-WAY LINE OF F.A.I. ROUTE 178 TO THE POINT OF BEGINNING, IN LASALLE COUNTY, ILLINOIS, EXCEPT COAL AND MINERALS AND THE RIGHT TO MINE AND REMOVE THE SAME.

TRACT II:

THE EAST 820 FEET OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE RIGHT OF WAY OF A RAMP LEADING FROM F.A.I. ROUTE 80 AND CONNECTING TO F.A. ROUTE 178 THROUGH THE AFORESAID SECTION 4. THE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 4. TOWNSHIP 33 NORTH. RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE OF THE SAID QUARTER SECTION FOR A DISTANCE OF 502.19 FEET TO THE POINT OF BEGINNING, CONTINUING THENCE NORTH 89 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 820 FEET; THENCE SOUTH 0 DEGREES 1 MINUTE 30 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID QUARTER SECTION FOR A DISTANCE OF 675.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORTHEAST QUADRANT OF THE INTER-CHANGE BETWEEN F.A. ROUTE 178 AND F.A.I. ROUTE 80; THENCE NORTH 87 DEGREES 9 MINUTES 30 SECONDS WEST

ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 252.13 FEET; THENCE NORTH 76 DEGREES 27 MINUTES 30 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 208 FEET; THENCE NORTH 57 DEGREES 31 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 213.34 FEET; THENCE NORTH 49 DEGREES 2 MINUTES WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 242.8 FEET; THENCE NORTH 0 DEGREES 1 MINUTE 30 SECONDS EAST FOR A DISTANCE OF 331.61 FEET TO THE POINT OF BEGINNING, EXCEPT THE COAL AND MINERALS AND RIGHT TO MINE AND REMOVE THE SAME, ALL LYING AND BEING SITUATED IN LASALLE COUNTY, ILLINOIS.

PINs: 17-04-107-000 & 17-04-106-000 (hereinafter, "Property"); and

WHEREAS, Petitioner desires to resubdivide the Property and seeks approval of the Final Plat of the Final Plat of QT 7203 Addition to the City of Peru, and requests variances under the City's Zoning Ordinance pertaining to signage; and

WHEREAS, the Planning/Zoning Commission has made its report of the hearing and unanimously recommends the City Council approve the Final Plat of QT 7203 Addition to the City of Peru and grant the variances prayed for by Petitioner.

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 and hereby incorporates them by reference.

SECTION 2: The Final Plat of QT 7203 Addition to the City of Peru, Illinois, as prepared by Farnsworth Group dated July 28, 2021, a copy of which is attached, is hereby approved and accepted.

SECTION 3: The Property is hereby granted the following variances from the City of Peru Zoning Ordinance:

- (a) A variance from Section 8.05(b)(1)c. iv. to increase the maximum allowable gross surface area for a freestanding sign from not more than 375 sq. ft., to not more than 633 sq. ft;
- (b) A variance from Section 8.05(b)(1)d. iv. to increase the maximum allowable height for a freestanding sign from not more than 65', to not more than 100';

- (c) A variance from Section 8.03(o)(3)(a) to increase the maximum allowable area for an individual window sign from not more than 80% of the window area, to 100% of the window area; and
- (d) A variance from Section 8.03(o)(3)(b) to increase the maximum allowable total area of all window signs from not more than 20% of the total window area, to 100% of the window area.

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

SECTION 4: This Ordinance 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 September, 2021.

APPROVED: September 13, 2021

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			



Farnsworth
GROUP

221 WEST BROAD STREET
CHICAGO, ILLINOIS 60601
(312) 372-7400 / info@farnsworth.com

DATE: 08/09/2008

**FINAL PLAT OF
QT 7203 ADDITION
CITY OF PERU
LASALLE COUNTY
ILLINOIS**

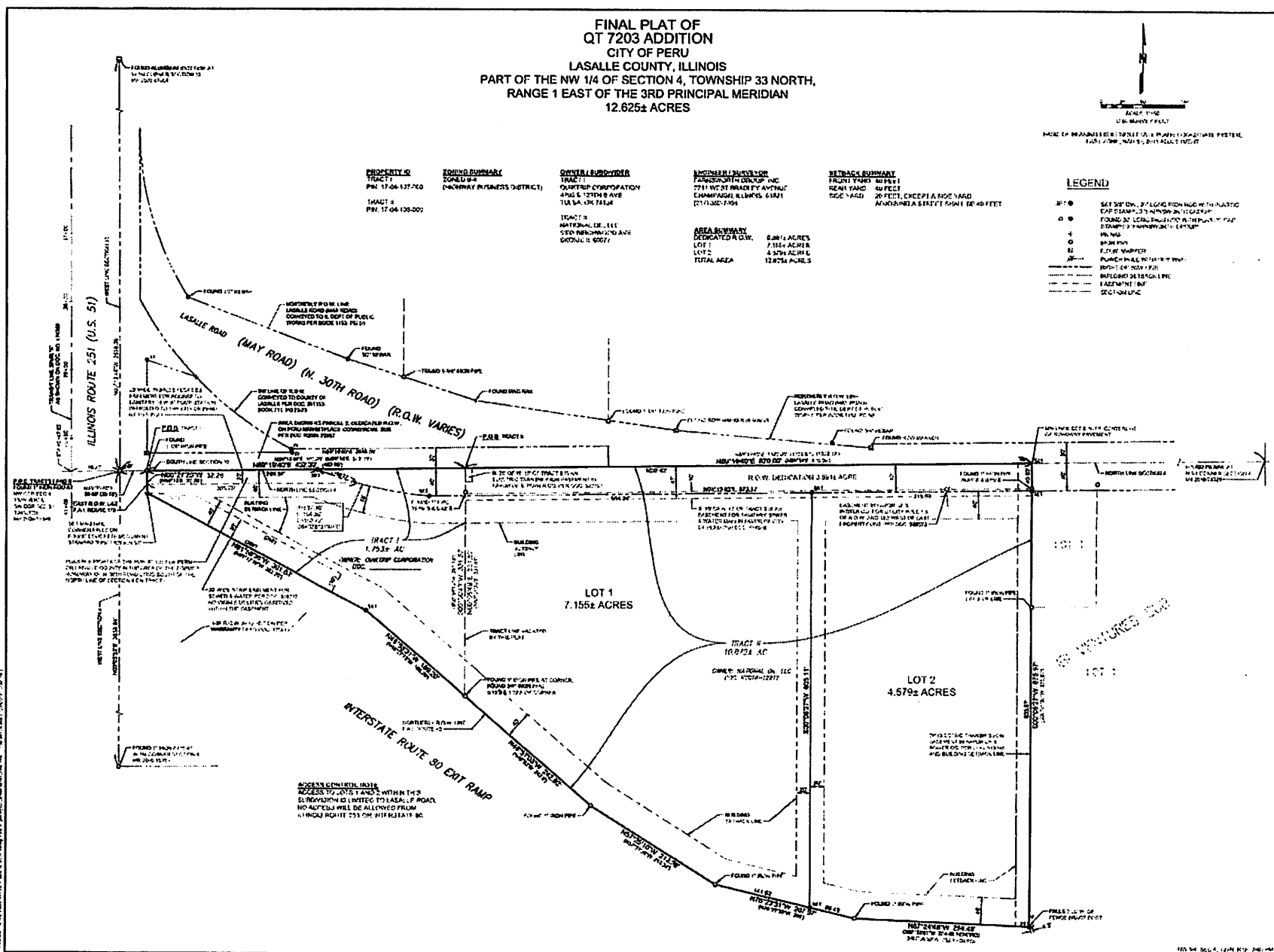
Plus d'infos

DATE: 01/26/2021
DESIGNED: WJM
UNAWIN: FDM
REVIEWED: WJM
FILED BOOK NO:

FINAL PLAT
QT 7203 ADDITION

•

PROJECT NO. 0201007 (K)





Farnsworth
GACUP

2115 WEST 10TH AVENUE
DENVER, COLORADO 80202
303.733.1111
FAX: 303.733.1112
WWW.FARNSTWORTHGACUP.COM

Project: **Final Plat of QT 7203 Addition**
City: **City of Peru**
County: **Lasalle County**
State: **Illinois**

**FINAL PLAT OF
QT 7203 ADDITION
CITY OF PERU
LASALLE COUNTY
ILLINOIS**

DATE: 07/27/2017
DRAWN BY: [Signature]
CHECKED BY: [Signature]
REVIEWED BY: [Signature]
FIELD BOOK NO.: [Blank]
SHEET NO.: [Blank]

**FINAL PLAT
QT 7203 ADDITION**

2
SHEET

PROJECT NO. 2017-02-00

SECTION 1: GENERAL INFORMATION

DATE OF THIS PLAT: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS, ON: 07/27/2017

SECTION 2: PROPERTY DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

SECTION 3: LEGAL DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

SECTION 4: SURVEY DATA

THE SURVEY DATA FOR THIS PLAT IS AS FOLLOWS: [Survey Data]

SECTION 5: NOTES

THE NOTES FOR THIS PLAT ARE AS FOLLOWS: [Notes]

SECTION 6: SIGNATURES

SIGNATURES OF THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, AND THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, AND THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS.

SECTION 7: CERTIFICATE

CERTIFICATE OF THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, AND THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, AND THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS.

**FINAL PLAT OF
QT 7203 ADDITION
CITY OF PERU
LASALLE COUNTY, ILLINOIS
PART OF THE NW 1/4 OF SECTION 4, TOWNSHIP 33 NORTH,
RANGE 1 EAST OF THE 3RD PRINCIPAL MERIDIAN
12.625± ACRES**

SECTION 1: GENERAL INFORMATION

DATE OF THIS PLAT: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS, ON: 07/27/2017

SECTION 2: PROPERTY DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

SECTION 3: LEGAL DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

SECTION 4: SURVEY DATA

THE SURVEY DATA FOR THIS PLAT IS AS FOLLOWS: [Survey Data]

SECTION 5: NOTES

THE NOTES FOR THIS PLAT ARE AS FOLLOWS: [Notes]

SECTION 6: SIGNATURES

SIGNATURES OF THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, AND THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, AND THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS.

SECTION 7: CERTIFICATE

CERTIFICATE OF THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, AND THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, AND THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS.

SECTION 1: GENERAL INFORMATION

DATE OF THIS PLAT: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS, ON: 07/27/2017

SECTION 2: PROPERTY DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

SECTION 3: LEGAL DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

SECTION 4: SURVEY DATA

THE SURVEY DATA FOR THIS PLAT IS AS FOLLOWS: [Survey Data]

SECTION 5: NOTES

THE NOTES FOR THIS PLAT ARE AS FOLLOWS: [Notes]

SECTION 6: SIGNATURES

SIGNATURES OF THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, AND THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, AND THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS.

SECTION 7: CERTIFICATE

CERTIFICATE OF THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, AND THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, AND THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS.



SECTION 1: GENERAL INFORMATION

DATE OF THIS PLAT: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF PERU, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF LASALLE COUNTY, ILLINOIS, ON: 07/27/2017
APPROVED BY THE BOARD OF SUPERVISORS OF THE STATE OF ILLINOIS, ON: 07/27/2017

SECTION 2: PROPERTY DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

SECTION 3: LEGAL DESCRIPTION

THE PROPERTY DESCRIBED IN THIS PLAT IS A PORTION OF THE CITY OF PERU, ILLINOIS, AND IS BOUND BY THE CITY OF PERU, ILLINOIS, ON THE NORTH, EAST, AND SOUTH SIDES, AND BY THE CITY OF PERU, ILLINOIS, ON THE WEST SIDE.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CITY OF PERU
PUBLIC SERVICES COMMITTEE MEETING DATES
FOR CALENDAR YEAR 2021**

WHEREAS, the Open Meetings Act, 5 ILCS 120/1 et. seq. provides that notice of meeting dates of the City of Peru shall be given and shall state the regular dates, times, and places of such meetings; and

WHEREAS, on May 25, 2021, the City Council passed Ordinance No. 6558, amending Public Services Committee meeting dates for calendar year 2021; and

WHEREAS, the City Council desires to amend Ordinance No. 6558 in order to change the dates and times of regular Public Services Committee meetings for the remainder of calendar year 2021.

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

SECTION 1: Ordinance No. 6558 is hereby amended to provide that regular meetings of the City of Peru Public Services Committee for the remainder of calendar year 2021 shall be held at 10:00 a.m. in the City Municipal Building, 1901 Fourth Street, Peru, Illinois, on the dates set forth in Exhibit A attached hereto and incorporated herein.

SECTION 2: The City Clerk shall post a copy of this Ordinance in the City Council Chambers and at the City Clerk's Office and shall also send a copy to the News Tribune, WLPO Radio Station, WAJK Radio Station, Radio Group, WBZG Radio Station, WGLC FM Radio, WKOT, WZOE, and WSOG Radio Station.

SECTION 3: 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 September, 2021.

APPROVED: September 13, 2021

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]

**CITY OF PERU PUBLIC SERVICES COMMITTEE
MEETING DATES FOR CALENDAR YEAR 2021**

THURSDAY, SEPTEMBER 23, 2021 (10:00 A.M.)

THURSDAY, OCTOBER 7, 2021 (10:00 A.M.)

THURSDAY, OCTOBER 21, 2021 (10:00 A.M.)

THURSDAY, NOVEMBER 4, 2021 (10:00 A.M.)

THURSDAY, NOVEMBER 18, 2021 (10:00 A.M.)

THURSDAY, DECEMBER 2, 2021 (10:00 A.M.)

THURSDAY, DECEMBER 16, 2021 (10:00 A.M.)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CITY OF PERU
FINANCE COMMITTEE MEETING DATES FOR
CALENDAR YEAR 2021**

WHEREAS, the Open Meetings Act, 5 ILCS 120/1 et. seq. provides that notice of meeting dates of the City of Peru shall be given and shall state the regular dates, times, and places of such meetings; and

WHEREAS, on May 24, 2021, the City Council passed Ordinance No. 6556, amending Finance Committee meeting dates for calendar year 2021; and

WHEREAS, the City Council desires to amend Ordinance No. 6556 in order to change the dates and times of regular City of Peru Finance Committee meetings for the remainder of calendar year 2021.

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

SECTION 1: Ordinance No. 6556 is hereby amended to provide that regular meetings of the Finance Committee (formerly Finance and Safety Services Committee) of the City of Peru, an Illinois home rule municipal corporation, for the remainder of calendar year 2021 shall be held at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, Illinois, on the dates set forth in Exhibit A attached hereto and incorporated herein.

SECTION 2: The City Clerk shall post a copy of this Ordinance in the City Council Chambers and at the City Clerk's Office and shall also send a copy to the News Tribune, WLPO

Radio Station, WAJK Radio Station, Radio Group, WBZG Radio Station, WGLC FM Radio, WKOT, WZOE, and WSOG Radio Station.

SECTION 3: 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 September, 2021.

APPROVED: September 13, 2021

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]

**CITY OF PERU FINANCE COMMITTEE
MEETING DATES FOR CALENDAR YEAR 2021**

THURSDAY, SEPTEMBER 23, 2021 (5:00 P.M.)

THURSDAY, OCTOBER 7, 2021 (5:00 P.M.)

THURSDAY, OCTOBER 21, 2021 (5:00 P.M.)

THURSDAY, NOVEMBER 4, 2021 (5:00 P.M.)

THURSDAY, NOVEMBER 18, 2021 (5:00 P.M.)

THURSDAY, DECEMBER 2, 2021 (5:00 P.M.)

THURSDAY, DECEMBER 16, 2021 (5:00 P.M.)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CITY OF PERU
POLICE AND FIRE COMMITTEE MEETING DATES
FOR CALENDAR YEAR 2021**

WHEREAS, the Open Meetings Act, 5 ILCS 120/1 et. seq. provides that notice of meeting dates of the City of Peru shall be given and shall state the regular dates, times, and places of such meetings; and

WHEREAS, on May 24, 2021, the City Council passed Ordinance No. 6555, establishing Police and Fire Committee meeting dates for calendar year 2021; and

WHEREAS, the City Council desires to amend Ordinance No. 6555 in order to change the dates and times of regular Police and Fire Committee meeting dates for the remainder of calendar year 2021.

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

SECTION 1: The regular meetings of the Police and Fire Committee of the City of Peru, an Illinois home rule municipal corporation, for the calendar year 2021 shall be held at 4:30 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, Illinois, on the dates set forth in Exhibit A attached hereto and incorporated herein.

SECTION 2: The City Clerk shall post a copy of this Ordinance in the City Council Chambers and at the City Clerk's Office and shall also send a copy to the News Tribune, WLPO Radio Station, WAJK Radio Station, Radio Group, WBZG Radio Station, WGLC FM Radio, WKOT, WZOE, and WSOG Radio Station.

SECTION 3: 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 September, 2021.

APPROVED: September 13, 2021

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]

**CITY OF PERU POLICE AND FIRE COMMITTEE
MEETING DATES FOR CALENDAR YEAR 2021**

THURSDAY, SEPTEMBER 23, 2021 (4:30 P.M.)

THURSDAY, OCTOBER 7, 2021 (4:30 P.M.)

THURSDAY, OCTOBER 21, 2021 (4:30 P.M.)

THURSDAY, NOVEMBER 4, 2021 (4:30 P.M.)

THURSDAY, NOVEMBER 18, 2021 (4:30 P.M.)

THURSDAY, DECEMBER 2, 2021 (4:30 P.M.)

THURSDAY, DECEMBER 16, 2021 (4:30 P.M.)

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
PROPERTY COMMONLY KNOWN AS 1602 5th STREET, PERU,
ILLINOIS, BY DEED IN LIEU OF FORECLOSURE.**

WHEREAS, the City of Peru (hereinafter “City”) is a home rule municipal corporation pursuant to Article VII, Section 6, of the Illinois Constitution of 1970, and is authorized to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and

WHEREAS, Katherine Twardowski (hereinafter “Owner”) is the owner of record of certain real estate commonly known as 1602 5th Street, Peru, Illinois, P.I.N. 17-17-430-005 (hereinafter “Subject Property”), legally described as follows:

The East Fifty-four (E.54) feet of the North Seventy-five (N.75) feet of Lot One (1) in Block Twenty-nine (29) in Ninewa Addition to the Town, now City, of Peru in the City of Peru, excepting an reserving the underlying coal and mining rights as the same have been heretofore severed from the fee thereof, situated in the City of Peru, County of Lasalle and State of Illinois;

and

WHEREAS, on or about December 19, 2019, the residence on the Subject Property sustained a major fire, was deemed a total loss, and thereafter sat unrepaired, vacant and uninhabitable for many months; and

WHEREAS, on November 17, 2020 City filed a Petition for Demolition Pursuant to 65 ILCS 5/11-31-1(a) and Other Relief in the Circuit Court of the Thirteenth Judicial Circuit, LaSalle County (*City of Peru v. Katherine Twardowski, et al.* 2020-MR-387) to cause the demolition of the dangerous and unsafe residence on the Subject Property; and

WHEREAS, on February 9, 2021, the court entered an Order Authorizing Demolition pursuant to 65 ILCS 5/11-31-1(a) in the aforementioned case, and the City proceeded to demolish the residence on July 19-20, 2021; and

WHEREAS, the City incurred attorneys’ fees, costs, and expenses pursuing litigation to enforce its building codes, removing asbestos, and completing the demolition on the Subject Property and, pursuant to 65 ILCS 5/11-31-1(a) and Judge Holland’s 2/9/21 Order Authorizing Demolition, the City filed a Municipal Demolition Lien against the Subject Property in the amount

of \$22,240.72, recorded with the LaSalle County Recorder's Office on August 12, 2021 as Document Number 2021-12675; and

WHEREAS, Owner has indicated a desire to convey the Subject Property to the City via deed in lieu of foreclosure, and the City desires to accept such deed from Owner; and

WHEREAS, unpaid general taxes and assessments for tax years 2019 and 2020 are liens on the Subject Property pursuant to the Illinois Property Tax Code, but pursuant to Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95, when a municipality acquires property by a deed in lieu of foreclosure of a lien, all due or unpaid property taxes and existing liens for unpaid property taxes imposed or pending under any law or ordinance of the State of Illinois or any of its political subdivisions become null and void; and

WHEREAS, the City Council finds and determines it is advisable and in the best interests of the City of Peru and its residents to acquire the Subject Property by deed in lieu of foreclosure in a manner consistent with the terms of the Agreement for Deed in Lieu of Foreclosure, a copy of which is attached hereto and incorporated herein by reference (hereinafter "Agreement"), in order to avoid costly and lengthy lien foreclosure litigation and promptly return the Subject Property to productive use, and further find the Subject Property is being acquired for a public purpose.

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: Acquisition of Property. The City Council hereby determines that it is in the best interests of the City to acquire the Subject Property via deed in lieu of foreclosure for public purposes as may be determined.

SECTION 3: Authorization. The Mayor and City Clerk, for and behalf of the City, are hereby authorized and directed to execute the Agreement and any and all documents advisable or necessary to effectuate acquisition of the Subject Property via deed in lieu of foreclosure.

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 September, 2021.

APPROVED: September 13, 2021

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			

AGREEMENT FOR DEED IN LIEU OF FORECLOSURE

This Agreement for Deed in Lieu of Foreclosure (hereinafter, "Agreement") is made and entered into this 25th day of August, 2021 ("Effective Date"), by and between the City of Peru, an Illinois home rule municipal corporation (hereinafter, "City"), and the Katherine Twardowski (hereinafter, "Owner"), collectively referred to as the "Parties".

Recitals

WHEREAS, Owner holds fee simple title to the real property commonly known as 1602 5th Street, Peru, Illinois 61354 and legally described in *Exhibit A* attached hereto and incorporated herein (hereinafter, "Property"); and

WHEREAS, on or about December 19, 2019, the residence on the Subject Property sustained a major fire, was deemed a total loss, and thereafter sat unrepaired, vacant and uninhabitable for many months; and

WHEREAS, on November 17, 2020 City filed a Petition for Demolition Pursuant to 65 ILCS 5/11-31-1(a) and Other Relief in the Circuit Court of the Thirteenth Judicial Circuit, LaSalle County (*City of Peru v. Katherine Twardowski, et al.* 2020-MR-387) to cause the demolition of the dangerous and unsafe residence on the Property; and

WHEREAS, on February 9, 2021, the Honorable Judge Holland entered an Order Authorizing Demolition pursuant to 65 ILCS 5/11-31-1(a) in the aforementioned case, and the City proceeded to demolish the residence on July 19-20, 2021;

WHEREAS, the City incurred attorneys fees, costs, and expenses pursuing litigation to enforce its building codes, remediating asbestos, and completing the demolition on the Property and, pursuant to 65 ILCS 5/11-31-1(a) and Judge Holland's 2/9/21 Order Authorizing Demolition, filed a Municipal Demolition Lien against the Property in the amount of \$22,240.72, recorded with the LaSalle County Recorder's Office on August 12, 2021 as Document Number 2021-12675, a copy of which is attached hereto as "Exhibit B"; and

WHEREAS, City intended to foreclose on its Demolition liens, but in order to avoid the time and expense of foreclosure, to minimize further financial losses to the Parties, and to expedite the orderly transfer of ownership of the Property from the Owner to the City, the Parties hereto have entered into this Agreement.

NOW THEREFORE, the Parties agree as follows:

Agreement

1. *Recitals.* All above-stated recitals are incorporated by reference herein.
2. *Conveyance of Property.* City will accept and record a Deed from the Owner (the "Deed") in lieu of foreclosure of the City's Demolition Lien, in the same or substantially similar form as *Exhibit C* attached hereto and incorporated herein, conveying the Property to City, provided that:

a. All liens and encumbrances against the Property, except the Liens and any outstanding property taxes, have been released or are otherwise extinguished pursuant to 65 ILCS 5/11-31-1; and

b. The Deed shall be in lieu of foreclosure of the City's Demolition Lien.

3. *Owner Acknowledgements and Representations.* Owner acknowledges that she has taken all desired steps to identify the current fair market value of the Property. Owner understands that the fair market value of the Property may exceed the value of the Liens, and nevertheless Owner believes and represents that the Deed in Lieu of Foreclosure conveyance set forth herein is a reasonable, intended and voluntary act.

Owner further represents, warrants, covenants, and agrees as follows:

- (i) The execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein.
- (ii) It is the intention of Owner to convey all of Owner's right, title, and interest absolutely in and to the Property.
- (iii) Owner's conveyance of the Property is freely and fairly made with the advice, or opportunity for advice, of legal counsel of her own selection.
- (iv) Owner is not acting under any misapprehension as to the legal effect of the Deed, nor under duress, undue influence or misrepresentation of City, its agent, attorney or any other person.
- (v) Possession of the Property is intended to and will be surrendered to City concurrent with the conveyance of title to City.

4. *Time is of the Essence; Closing.* Closing shall take place at a time and location agreed to by the Parties in writing. This Agreement shall become null and void and of no further force or effect in the even that the obligations of either Party set forth herein are not fully met and the conveyance closed within ninety (90) days of the Effective Date of this Agreement.

5. *Counterparts.* The Parties agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

6. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the respective parties hereto.

7. *Rights of Inspection; Inspection Period.* City, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Owner. City and its agents and representatives shall also have the right to enter upon the Property at any time related to this transaction, including inspecting, surveying, engineering, performance of environmental tests and such other work as City shall consider appropriate (the "Inspections"), provided that City shall hold Owner harmless and fully indemnify Owner against any damage, claim, liability or cause of action arising from or caused by the actions of City, its agents, or representatives upon the Property, and shall have the further right to make

such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. Owner shall cooperate with City with respect to the Inspections, including but not limited to the execution of any documents reasonably necessary for such Inspections, provided that Owner shall bear no expense in connection therewith.

8. *Remedies.* If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to pursue specific performance, and it shall be entitled to an award of attorney's fees and costs if it is the prevailing party in any action pursuing specific performance.

9. *Attorney Review.* The Parties' execution of this Agreement shall constitute acknowledgment by the Parties that each Party had the opportunity to retain and consult with legal counsel regarding the Agreement. Further, the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

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

OWNER:

CITY OF PERU, ILLINOIS:

Katherine Twardowski
KATHERINE TWARDOWSKI

BY: _____
KEN KOLOWSKI, MAYOR

Date: 8/25/01

Date: _____

ATTEST:

DAVE BARTLEY, CITY CLERK

EXHIBIT A
Legal Description

The East Fifty-four (E.54) feet of the North Seventy-five (N.75) feet of Lot One (1) in Block Twenty-nine (29) in Ninewa Addition to the Town, now City, of Peru in the City of Peru, excepting and reserving the underlying coal and mining rights as the same have been heretofore severed from the fee thereof, situated in the City of Peru, County of LaSalle and State of Illinois.

Address: 1602 5th Street, Peru, Illinois 61354

PIN: 17-17-430-005.

EXHIBIT B
Municipal Demolition Lien

Municipal Demolition Lien

Notice of Lien

Address: 1602 5th St., Peru, IL
PIN: 17-17-430-005

RECORDER'S STAMP

The lien creditor, City of Peru, an Illinois home rule municipal corporation, pursuant to the provisions of 65 ILCS 5/11-31-1 *et seq.* and the Order Authorizing Demolition entered by the Honorable Judge Holland of the Circuit Court of Thirteenth Judicial Circuit, LaSalle County, Illinois, on February 9, 2021, in the case entitled: City of Peru v. Katherine Twardowski, *et al.* (Case No. 20-MR-387), hereby files this Notice of Lien in favor of the City of Peru against the real estate commonly known as 1602 5th Street in the City of Peru, Illinois, legally described as follows:

The East Fifty-four (E.54) feet of the North Seventy-five (N.75) feet of Lot One (1) in Block Twenty-nine (29) in Ninewa Addition to the Town, now City, of Peru in the City of Peru, excepting an reserving the underlying coal and mining rights as the same have been heretofore severed from the fee thereof, situated in the City of Peru, County of Lasalle and State of Illinois.

PIN: 17-17-430-005 (hereinafter "Subject Property")

1. The City of Peru filed a Petition for Demolition Pursuant to 65 ILCS 5/11-31-1(a) and Other Relief on November 17, 2020, to demolish a two-story single-family residence located on the Property pursuant to 65 ILCS 5/11-31-1 and the City of Peru Code of Ordinances, and an Order Authorizing Demolition was entered on February 9, 2021.

2. Such demolition was carried out by the City of Peru on July 19-20, 2021, and the City of Peru incurred the following costs:

\$3,050.00	Asbestos abatement (EHC Industries) (See Exhibit A)
\$9,188.00	Demolition base bid (Illinois Valley Excavating) (See Exhibit B)
<u>\$3,000.00</u>	Demolition – Hauling charges (Illinois Valley Excavating) (See Exhibit C)
Total: \$15,238.00	

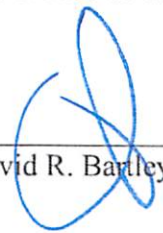
3. The City of Peru incurred attorney's fees and costs in the prosecution of such demolition between the dates of January 30, 2020 to June 16, 2021, both inclusive, in the amount of \$7,002.72 as set forth in Exhibit D, attached hereto and incorporated herein.

4. Pursuant to 65 ILCS 5/11-31-1 *et seq.*, the City of Peru finds and declares a demolition lien against the Property in the total amount of \$22,240.72.

WHEREFORE, the City of Peru claims a lien on the Property in the amount of
\$22,240.72.

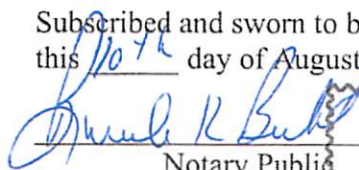
STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

David R. Bartley, being first duly sworn upon his oath, deposes and states that he is the duly elected, qualified and acting City Clerk of the City of Peru, Illinois; that he has subscribed the above and foregoing Notice of Lien; and that he has read said Notice of Lien and knows the contents thereof to be true in substance and in fact.



David R. Bartley

Subscribed and sworn to before me
this 10th day of August, 2021.



Notary Public

OFFICIAL SEAL
BRENDA K BURKART
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/29/21

This Instrument Prepared By and Return To:
Schweickert Law Group, LLC
2101 Marquette Road
Peru, IL 61354
TEL (815)223-0177
FAX (815)223-8449



EHC Industries, Inc.
366 Hollow Hill Drive
Wauconda, IL 60084

Quote

Date	Quote #
3/1/21	21856

Customer Name / Address
City of Peru Eric Carls 1901 4th Street Peru, IL 61354

Rep
ME

Proposed Scope of Work

Asbestos Abatement from 5 Residential Structures for the City of Peru, Peru, Illinois

SCOPE OF WORK:

Asbestos was identified in 5 residential properties owned by the City of Peru. Asbestos reports were prepared for each property and are on file with the City of Peru. EHC proposes to provide the Labor, Materials, Asbestos Waste Disposal and Regulatory Permitting required to properly remove the asbestos prior to planned demolition activities by the city. The structures and associated asbestos removal costs include:

- 709 Fulton Street (\$6,650)
- 1224 Plain Street (\$4,340)
- 2104 9th Street (\$5,700)
- 1528 Pulaski Street (\$3,050)
- 1602 5th Street (\$3,050)

INCLUDES:

LABOR

- IDPH Licensed Asbestos Abatement Workers

MATERIALS

- All materials, water and electricity required to properly remove the asbestos

ASBESTOS HAULING AND DISPOSAL

- Licensed Special Waste Hauler to transport/dispose of the materials as asbestos at an IEPA authorized landfill

REGULATORY PERMITTING

- EHC will prepare and submit the required Asbestos Removal Notification to the IEPA for each property

Notes:

The asbestos containing garage roof at 709 Fulton will be removed by the demolition contractor and put into a dumpster provided by EHC. No air sampling is required following abatement when the structures are demolished following abatement.

Air sampling is not included in this scope of work.

Asbestos waste hauling and disposal costs were allocated proportionately among all properties

A final report of abatement will be provided immediately following completion of abatement to allow demolition to proceed without delay

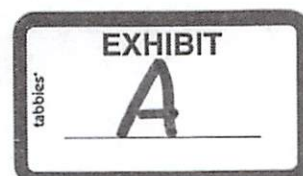
Please feel free to contact me at any time if you have questions.

Total \$22,790.00

Respectfully,
Michael D. Eschenbaum
Project Manager
847/456-8565 cell
meschenbaum@ehcindustries.com

Approval Signature

3-16-2021



BID FORM

Contractor Name: ILLINOIS VALLEY EXCAVATING, INC.

(Unit Price)

Address: 4301 PLANK RD.

City, State, Zip: PERU, IL 61354

Project: Residential Property Demolitions

Project Number: 21-09-DM

This Bid Submitted To: City of Peru, IL
1901 4th Street
Peru, IL 61354

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient.....	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	2
Article 6 – Time of Completion	3
Article 7 – Attachments to this Bid	3
Article 8 – Defined Terms.....	3
Article 9 – Bid Submittal.....	3



BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount
1	709 Fulton Street	L. Sum	1	9,188.00	\$9,188.00
2	1224 Plain Street	L. Sum	1	9,188.00	\$9,188.00
3	1528 Pulaski Street	L. Sum	1	9,188.00	\$9,188.00
4	2104 9th Street	L. Sum	1	9,188.00	\$9,188.00
5	1602 5th Street	L. Sum	1	9,188.00	\$9,188.00
TOTAL -----					\$45,940.00

ILLINOIS VALLEY EXCAVATING, INC.4301 PLANK ROAD
PERU, IL 61354

Phone # 815-223-4276

ivexcavating@yahoo.com

Fax # 815-223-4462

Invoice

Date	Invoice #
6/21/2021	43068

Bill ToCITY OF PERU
P.O. BOX 299
PERU, IL 61354

		P.O. No.	Terms	Project
			CONTRACTOR	
Quantity	Description	Rate		Amount
	7-19 AND 7-20-21			
	5TH AND FULTON ST. BURNED HOUSE DEMO DEBRIS MATERIAL REJECTED AT THE OTTAWA LANDFILL DUE TO BEING BURNT MATERIALS. HAD TO BE HAULED TO ATKINSON LANDFILL FOR DISPOSAL.			
6	HOURS RIVER VALLEY GRAIN TRUCK	110.00		660.00
6	HOURS HENKEL TRUCK	110.00		660.00
6	HOURS JD 160 LARGE EXCAVATOR	185.00		1,110.00
6	HOURS LABORER	95.00		570.00
WE APPRECIATE YOUR BUSINESS. THANK YOU.		Total		\$3,000.00

EXHIBIT**C**

1602 5th Street, Peru, Illinois

ATTORNEY FEES	
DATE	TIME (Hours)
01/30/20	0.20
03/10/20	0.20
05/28/20	0.60
05/29/20	0.20
06/01/20	0.50
06/09/20	2.80
06/12/20	0.10
06/16/20	0.90
06/17/20	0.10
06/22/20	0.30
06/23/20	0.30
06/25/20	0.20
06/26/20	0.20
07/10/20	0.10
07/31/20	0.10
08/18/20	0.50
08/20/20	0.40
08/24/20	0.10
09/09/20	1.00
09/10/20	0.20
10/29/20	0.10
11/02/20	2.80
11/06/20	0.20
11/10/20	1.20
11/16/20	1.10
11/18/20	0.60
11/19/20	0.80
11/24/20	0.20
11/30/20	0.20
12/01/20	0.20
12/02/20	0.80
12/04/20	0.50
12/07/20	0.30
12/14/20	0.10
12/21/20	0.20
12/28/20	0.60
01/04/21	2.20
01/06/21	0.30
01/11/21	0.10
01/18/21	0.10
01/20/21	1.60

COSTS ADVANCED		
DATE	ITEM	AMOUNT
11/17/20	LC Circuit Court filing fee	\$329.22
11/18/20	Sangamon County Sheriff	\$50.00
11/19/20	Rancilio Illinois Special Process	\$60.00
12/15/20	LC Sheriff	\$65.00
12/28/20	LC Recorder	\$58.00
TOTAL ADVANCED COSTS		\$562.22



01/26/21	1.00
02/09/21	1.00
02/10/21	0.20
02/15/21	0.20
04/06/21	0.20
04/16/21	0.70
05/27/21	0.20
06/16/21	1.20
Total Hours	27.90
x Hourly Rate	\$195.00
Total Attorney Fees	\$5,440.50

EXHIBIT C
Deed in Lieu of Foreclosure

DEED IN LIEU OF FORECLOSURE

This space reserved for Recorder's use only.

THE GRANTOR, **KATHERINE TWARDOWSKI**, of the City of LaSalle, Illinois (hereinafter "Grantor"), for and in consideration of the full satisfaction and release of, and in lieu of any foreclosure action taken with respect to, any and all liens held by Grantee relating to the real property conveyed herein, **CONVEYS and WARRANTS** to the **CITY OF PERU**, an Illinois home rule municipal corporation, its successors, permittees, and assigns (hereinafter "Grantee"), all interest in the following described real estate:

The East Fifty-four (E.54) feet of the North Seventy-five (N.75) feet of Lot One (1) in Block Twenty-nine (29) in Ninewa Addition to the Town, now City, of Peru in the City of Peru, excepting an reserving the underlying coal and mining rights as the same have been heretofore severed from the fee thereof, situated in the City of Peru, County of Lasalle and State of Illinois.

PIN: 17-17-430-005

ADDRESS: 1602 5th Street, Peru, Illinois 61354

TO HAVE AND TO HOLD the above-granted premises unto the Grantee forever, subject only to outstanding real estate taxes, covenants, easements, and restrictions of record.

Grantor represents, warrants, covenants, and agrees as follows:

- (i) The execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein.
- (ii) It is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property.
- (iii) Grantor's conveyance of the Property is freely and fairly made with the advice, or opportunity for advice, of legal counsel of her own selection.
- (iv) Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of Grantee, its agent, attorney or any other person.
- (v) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee.

- (vi) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

WITNESS the hand of said Grantor this 25th day of August, A.D. 2021.

GRANTOR:

Katherine Twardowski
KATHERINE TWARDOWSKI

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Katherine Twardowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of August, A.D., 2021.

Brenda K Burkart
Notary Public

OFFICIAL SEAL
BRENDA K BURKART
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/29/21

EXEMPT UNDER PROVISIONS OF 35 ILCS
200/31-45(b), REAL ESTATE TRANSFER ACT.

Date

Representative

MAIL TAX BILL TO:

City of Peru
P.O. Box 299
Peru, IL 61354

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Schweickert Law Group, LLC
2101 Marquette Road
Peru, IL 61354
TEL (815) 223-0177
FAX (815) 223-8449

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
AGREEMENT FOR USE OF RIGHT-OF-WAY BETWEEN THE CITY
OF PERU AND MCC NETWORK SERVICES, LLC**

(Portions of Putnam Street, 3rd Street, & Henry Street)

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

WHEREAS, MCC Network Services, LLC has constructed fiber optic facilities in the City’s right-of-way along Putnam Street between Water Street and 3rd Street, along 3rd Street between Putnam Street and Henry Street, and along Henry Street between Putnam Street and Illinois Route 6; and

WHEREAS, the City Council finds and determines it is in the best interest of the City to enter into an Agreement for Use of Right-Of-Way with respect to such facilities.

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 of the City finds as facts the recitals hereinbefore set forth.

SECTION 2: Authorization. The Mayor and City Clerk, and each of them, for and on behalf of the City, are hereby authorized and directed to execute the Agreement for Use of Right-Of-Way between the City of Peru, Illinois, and MCC Network Services, LLC, a copy of said Agreement is attached hereto

SECTION 3. Effective Date. This Ordinance shall be effective 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 September, 2021.

APPROVED: September 13, 2021

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			

AGREEMENT FOR USE OF RIGHT-OF-WAY
MCC Network Services, LLC
Portions of Putnam Street, 3rd Street, & Henry Street

THIS AGREEMENT is made and entered into by and between the CITY OF PERU, an Illinois home rule municipal corporation (hereinafter "City"), and MCC Network Services, LLC (hereinafter "Company") and is effective on the last date signed by a party hereto. The City and Company agree as follows:

1. **Description of Facility.** Company has buried two 1.25" fiber optic conduits, beginning at a handhole in the City's right-of-way on the East side of Putnam Street just north of Water Street, then heading North along Putnam Street to the City's right-of-way on the North side of 3rd Street, then West along 3rd Street to City's right-of-way on the West side of Henry Street, then North to the State of Illinois right-of-way on the North side of Illinois Route 6. The Facility is depicted in Exhibit A.
2. **City Right-of-way.** As shown in Exhibit A, Putnam Street between Water Street and 3rd Street is a roadway of at least 60 feet of dedicated City right-of-way, 3rd Street between Putnam Street and Henry Street is a roadway of at least 80 feet of dedicated City right-of-way, and Henry Street between 3rd Street and Illinois Route 6 is a roadway of at least 60 feet of dedicated City right-of-way (hereinafter, collectively "right-of-way").
3. **Grant of license.** The City hereby grants the Company a limited license to construct the Facility within the City right-of-way and use and occupy the right-of-way described herein.
 - A. The license granted under this Agreement is wholly dependent upon the Company and its successors and assigns fully and faithfully performing and complying with all the terms, conditions, and covenants contained in this Agreement. This License is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the right-of-way.
 - B. The license granted under this Agreement is immediately revocable at the option of the City in the event that the Company or its successors or assigns fail to perform or comply with any term, condition, or covenant set forth in this Agreement, provided that the Company will have a reasonable time period to cure any such failure as set forth herein.
 - C. The license granted under this Agreement may not be transferred or assigned without the express written consent of the City, provided that such consent will not be unreasonably withheld.
 - D. The license granted under this Agreement does not convey any right, title, or interest in any right-of-way but is deemed a license only to use and occupy the right-of-way for the limited purposes and term stated herein. The license will not be construed as any warranty of title.
 - E. The License granted under this Agreement is non-exclusive and at all times is subordinate to the City's and the public's use of said right-of-way for purposes

normally associated with a public right-of-way. Accordingly, the Company shall, at its sole cost, relocate any portion of the Facility upon the written direction of the City Engineer if necessary or desirable to accommodate the repair or construction of City utilities or improvements in the right-of-way.

4. **Compliance with governmental requirements.**

A. **Permit.** The construction and installation of the Facility or any change thereof including without limitation extension, reduction, or removal of the Facility shall be subject to the issuance of a permit therefore by the City Engineer. No Facility shall be constructed in any streets, alleys or other public way until a permit therefore is issued by the City Engineer. Said permit will indicate the time, manner and place of constructing the Facility. The City will approve the permit if the proposed improvements are consistent with the use of the public way granted by this Agreement. The Company shall comply with all conditions of permits issued to it. The application for a permit must be accompanied by prints, plans and maps showing the proposed location of the Facility to be constructed, the location of each conduit to be entered, and the number and placement of manholes or other openings to gain access to said conduit, along with the appropriate surety bond and insurance certificate required by the City. The Company shall use its best efforts to maintain contractors on any work project involving the Facility and to work toward its timely completion, barring inclement weather or other situations beyond the Company's control. In the event of an emergency which the Company believes poses a threat of immediate harm to the public or to any of the Company's facilities, the Company will be permitted access to the public way to mitigate the threatened harm without the benefit of a permit; provided, however, the Company shall advise the City of the emergency at the earliest reasonable opportunity and shall seek a proper permit within a reasonable period of time thereafter.

B. **Ordinances.** The Company shall comply with all ordinances of the City, including without limitation all generally applicable provisions regarding rights-of-way, as such ordinances are now or hereafter amended, except to the extent that such ordinances directly and irreconcilably conflict with an express provision of this Agreement.

5. **Plan submission.** The Company shall provide as built plans to the City upon completion of construction of the Facility in an electronic format compatible with the City's Geographic Information System.

6. **Simplified Municipal Telecommunications Tax.** If the Company becomes a retailer of telecommunications services in the City by transmitting, supplying, or furnishing telecommunications, including without limitation internet services, data services, local telephone services, or long distance services, as contemplated under the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*) as amended from time to time, the Company shall provide written notice thereof to the City and as soon as practicable thereafter commence collection of the taxes provided for under that Act and any other taxes that it may be required by law to collect.

7. **Facility maintenance and repair.** The Company will be fully responsible and will bear all costs associated with any and all maintenance or repair of the Facility.

8. **Right-of-way repair.** After doing any work, the Company at its sole cost and expense shall promptly repair and restore to the extent practicable any right-of-way disturbed by the Company, including without limitation all sidewalks, parkways, or pavements, to the condition in which they existed before performance of the work.

- A. If any such sidewalk, parkway or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Company, the Company, as soon as climatic conditions reasonably permit shall promptly, and no more than fifteen (15) days from receipt of notice from the City to do so, unless otherwise agreed to, cause such sidewalk, parkway or pavement to be repaired or restored to the condition in which it existed before said sidewalk, parkway or pavement was disturbed by the Company. Such restoration shall be completed within ten (10) days after the date of commencement of such restoration work. If the Company fails to commence and complete the restoration work in the manner and within the time periods prescribed herein, the City may, but shall have no obligation to, perform such work and recover from the Company any costs and expenses the City incurs.
- B. If such right-of-way or improvement cannot be so repaired, replaced or restored, the Company shall compensate the City for the cost of such improvements in an amount estimated by an independent architect or engineer mutually agreed upon by the parties.
- C. All excavations in lawns or grassy parkways shall be immediately backfilled, tamped, and then restored within a reasonable time thereafter to the original condition in accordance with the applicable provisions of this Agreement and conditions of the permit.
- D. The Company shall keep all structures constructed pursuant to this Agreement in a reasonably safe condition at all times and shall maintain such traffic control and protection during the construction, repair, or renewal work performed hereunder as will reasonably avoid danger to life, limb, and property.
- E. The Company shall promptly repair and restore at its own expense all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.

9. **Lapse and termination.** The License shall be limited solely to the construction, maintenance, and use of the Facility. Upon cessation of such use, as determined by the City Engineer, this Agreement will immediately lapse and terminate. If the City Engineer believes the Company is no longer using the Facility or that it otherwise has been abandoned, he or she may notify the Company in writing that the City is asserting its right to declare this Agreement lapsed and terminated. Such notice must give the Company at least thirty (30) days to respond. If the Company demonstrates that it has not abandoned the Facility, this Agreement shall remain in force

and effect according to its terms. If the Company does not demonstrate within thirty (30) days of the notice that it has not abandoned the Facility, this Agreement shall be deemed lapsed and terminated. Any additional use other than that specifically named herein, without the further express written consent of the City, shall be construed as a violation of this Agreement.

10. **Facility removal.** In the event of an emergency, defined as imminent peril to person or property, or when the Company has inadequately complied with an order of the City Engineer pursuant to this Agreement, or at any other time the City Engineer or other responsible City official in good faith deems the procedures of Paragraph 8 impracticable under the circumstances present, the Company consents and agrees that the City or its duly authorized agent may remove the Facility, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the Company. Should the Company fail in any way to make timely payment to the City for such costs and expenses, the Company agrees to pay, in addition to any amount so owed, reasonable attorneys' fees and court costs incurred in the collection of such amount.

11. **Indemnity.** The Company agrees to defend and indemnify the City from and against any claims, suits, or actions for death or injury to persons or damage to property brought against the City in connection with Company's negligence in performing the work contemplated by this Agreement, including attorney's fees and costs, whether or not suit is filed unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents, or contractors. Additionally, the Company shall indemnify the City for any sums the City becomes obligated to pay as damages arising out of Company's negligence, except to the extent such damages are due to the negligence of the City, its employees, agents, or contractors.

12. **Term; termination.** This Agreement and the License granted to the Company hereunder shall commence as of the date of permit issuance and shall continue as long as Company maintains and uses the Facilities or unless sooner terminated in accordance with this Agreement. This Agreement may be terminated at any time without notice upon the express written consent of both parties. Either party may terminate this Agreement for cause by giving written notice to the other party at least forty-five (45) days prior to the proposed termination. For the purposes of this section, "for cause" means the breach of any material provision of this Agreement, which remains uncured for a period of thirty (30) days after serving the written notice thereof. A notice of termination shall specify the "cause" upon which such termination is based.

13. **Binding on successors.** This Agreement is expressly binding upon the parties, their successors, and assigns.

14. **Entire agreement.** This Agreement and any written exhibits or addenda to it constitute the entire Agreement between the parties, and may be changed, modified or amended only by mutual written agreement executed by them.

15. **Notices.** All notices required under this Agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be deemed effective upon actual receipt of the notice, or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing.

To the City: City of Peru
ATTN: City Engineer
1901 4th Street
Peru, IL 61354

To the Company: MCC Network Services, LLC
ATTN: Zachary Horn
PO Box 555
Sullivan, IL 61951

Either party may designate by written notice a different address to which notices must be sent.

16. **Non-waiver.** The Company will not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

17. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of Illinois, and the parties subject themselves to the venue and jurisdiction of LaSalle County, Illinois.

18. **Recording.** The City may record this Agreement in the Office of the LaSalle County Recorder of Deeds at the expense of the City.

19. **Execution by counterpart.** This Agreement may be executed in counterparts, each of which will for all purposes be deemed to be an original and will together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement at LaSalle County, Illinois, on the dates as stated below.

CITY OF PERU, an Illinois Home Rule
Municipal Corporation:

MCC NETWORK SERVICES, LLC:

By: _____
Ken Kolowski, Mayor

By: _____
Zachary Horn, President

Date: _____

Date: _____

ATTEST:

By: _____
David R. Bartley, City Clerk

DePue AT&T



Metro
Communications Company, Inc.

MCC NETWORK SERVICES, LLC.

Date: 6/3/2019 WO
Scale: NTS EXCH:

AS-STAKED

COUNTY: Bureau/Lasalle
CITY: Princeton/Spring
Valley/Peru
STATE: IL
Designer: Taylor Rich
Phone: 217-728-3608
Field Manager: Craig Bennett
Phone: 217-246-8010

Legend

- Business
- Cell Tower
- Existing Handhole
- Proposed Construction
- Proposed Handhole
- Centerlines
- Right Of Way

BF07 = Buried fiber cable strand count.

+(#X#") = Number of conduit and conduit size.

XXX' = length from handhole to handhole.

BMGC = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch.

HAND HOLE DIMENSIONS

5'-24"x36"x24" 1'-32"x48"x36" Sph = 60"x42"x32"

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY.
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORROWED AT A MINIMUM OF 4' FROM BASE OF DITCH.
5. FLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

tabbies®

EXHIBIT
A



1st ed. HERE, Gamma 4) OpenStreetMap contributors. Source Esri, DigitalGlobe, GeoEye, Earthstar (HERE), HERE, DeLorme, USGS, AeroGRID, IGN, and the GIS User community - CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User community

AS-STAKED

COUNTY: Bureau/Lasalle
CITY: Princeton/Spring
Valley/Peru
STATE: IL
Designer: Taylor Rich
Phone: 217-728-3608
Field Manager: Craig Bennett
Phone: 217-246-8010

Metro
Communications Company, Inc.

MCC NETWORK SERVICES, ILL.

Date: 6/3/2019	WO:
Time: 1:00	Page:

BROW = burned fiber cable strand count.

- XXX = Length from Handhole to Handhole.

.....

DePue AT&T



↑ TO PAGE 114

↓ TO PAGE 112

Field Office: Grant, (4) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar
Geographics, CNR Aero, IGN, USGS, AeroGRID, IGN, and the GIS User Community

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. ALL HAND HOLES SHALL BE PLACED WITHIN 8' FROM THE BACK OF THE CURB OR WAY.
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTER OF THE HOLE.
5. PLOW AND BURE LOCATIONS WILL BE DETERMINED BY THE FIELD OFFICE AT THE DISCRETION OF THE CREW MANAGER.

Legend

- Business
- Cell Tower
- Existing Handhole
- Proposed Construction
- Proposed Handhole
- Centerlines
- Right Of Way

BFO72 = Buried fiber cable strand count.
(EXX'XXX) = Number of conduit and conduit size.
XXX' = Length from handhole to handhole.
BMEC = Bore 1: innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch
HAND HOLE DIMENSIONS
 2'-24" x 36" x 24" 1'-32" x 40" x 32" 3'-40" x 42" x 32"

AS-STAKED

COUNTY: Bureau/Lexelle
 CITY: Princeton/Spring Valley/Peto
 STATE: IL
 Designer: Taylor Rich
 Phone: 217-228-3608
 Field Manager: Craig Bennett
 Phone: 217-246-8010

Metro
 Communications Company, Inc.
 MCC NETWORK SERVICES, LLC.
 Date: 6/2/2019 IWO
 Scale: NTS EXCH

DePue AT&T



↑ TO PAGE 113

↓ TO PAGE 115

Construction Notes

1. ERECTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
2. FIBER CABLE CONDUIT SHALL BE PLACED WITHIN 8" OF THE BOTTOM OF THE TRENCH.
3. FIBER CABLE SHALL BE PLACED WITHIN 8" OF THE BOTTOM OF THE TRENCH.
4. ALL ROAD CROSSINGS AND FIELD TIES WILL BE MADE IN ACCORDANCE WITH THE FOLLOWING:
5. FLOW AND BURE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW.

Legend

Business: [Symbol] Proposed Construction: [Symbol]

Cell Tower: [Symbol] Proposed Handhole: [Symbol]

Existing Handhole: [Symbol] Centelines: [Symbol]

Right Of Way: [Symbol]

BFO# = Buried fiber cable strand count.
 + (FXX) = Number of conduit and conduit size.
 XXX = Length from handhole to handhole.
 BMCC = Base 1 handcut, 43" depth, except ditches which will be a minimum of 60" deep from base of ditch.
HAND HOLE DIMENSIONS
 6" 24" x 36" x 24" L = 12" x 48" x 30" 54" H = 60" x 42" x 32"

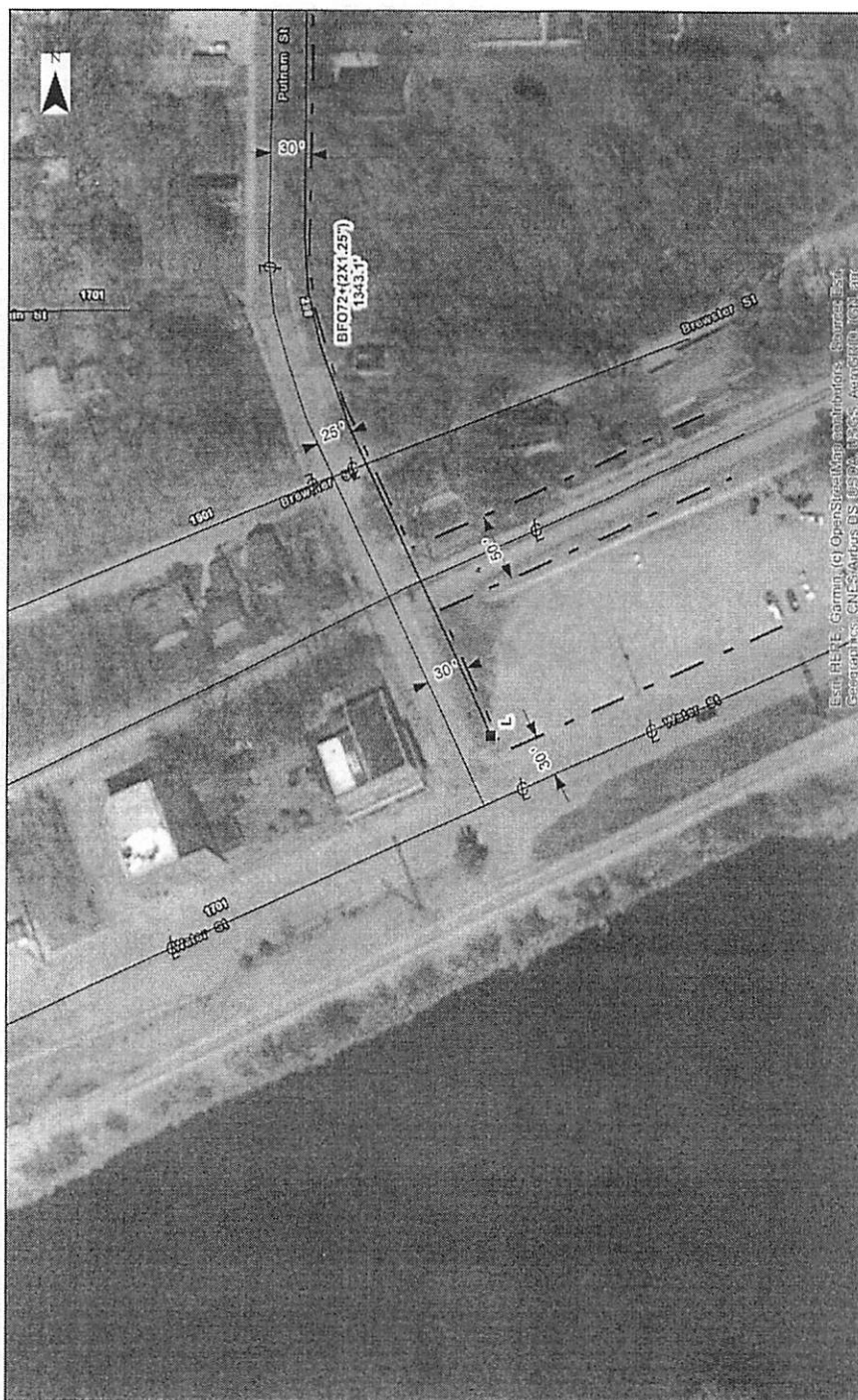
AS-STAKED

COUNTY: Buncombe/Lenoir
 CITY: Princeton/SpRING
 STATE: NC
 DESIGNER: J. Rich
 PHONE: 217-278-3698
 FIELD MANAGER: Craig Bennett
 PHONE: 217-246-8010

Metro

MCC NETWORK SERVICES, LLC.
 Communications Company, Inc.
 DATE: 8/2/2018
 NO. 100
 SCALE: NTS EXCH

DePue AT&T



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, GeoGraphics, CNES/Airbus DS 1999-2005, AeroGRID, IGN, and the GIS User Community

Construction Notes

BM6C = Bore 1 Innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch

3. EACH HAND HOLE WILL CONTAIN 1.50' OF CABLE, SLACK UNLESS OTHERWISE NOTED.
4. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY.
5. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
6. ALL ROAD CROSSINGS AND FIELD TIE WILL BE BORED AT A MINIMUM OF 4" FROM BASE OF DITCH.
7. E. FLOW AND BORE LOCATION WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

AS-STAKED

COUNTY: Bureau/Lasalle
CITY: Princeton/Spring
Valley/Peru
STATE: IL
Designer: Taylor Rich
Phone: 217-728-3608
Field Manager: Craig Bennett
Phone: 217-246-8010

Metro
COMMUNICATIONS COMPANY, INC.

Date: 6/3/2019	WO:
Scale: NTS	EXCH:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
AGREEMENT FOR USE OF RIGHT-OF-WAY BETWEEN THE CITY
OF PERU AND MCC NETWORK SERVICES, LLC**

(May Road between Illinois Route 251 and Plank Road)

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

WHEREAS, MCC Network Services, LLC desires to construct fiber optic facilities in the City's right-of-way along May Road between Illinois Route 251 and Plank Road; and

WHEREAS, the City Council finds and determines it is in the best interest of the City to enter into an Agreement for Use of Right-Of-Way with respect to such facilities.

**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 of the City finds as facts the recitals hereinbefore set forth.

SECTION 2: Authorization. The Mayor and City Clerk, and each of them, for and on behalf of the City, are hereby authorized and directed to execute the Agreement for Use of Right-Of-Way between the City of Peru, Illinois, and MCC Network Services, LLC, a copy of said Agreement is attached hereto

SECTION 3. Effective Date. This Ordinance shall be effective 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 September, 2021.

APPROVED: September 13, 2021

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			

AGREEMENT FOR USE OF RIGHT-OF-WAY

MCC Network Services, LLC

May Road between IL Rte 251 and Plank Road

THIS AGREEMENT is made and entered into by and between the CITY OF PERU, an Illinois home rule municipal corporation (hereinafter "City"), and MCC Network Services, LLC (hereinafter "Company") and is effective on the last date signed by a party hereto. The City and Company agree as follows:

1. **Description of Proposed Facility.** Company proposes to bury two 1-inch fiber optic conduits, beginning at a handhole in the State of Illinois right-of-way on the west side of Illinois Route 251 near 5750 IL Rte 251, Peru, IL, then south to the intersection of Illinois Route 251 and May Road, then continuing west in the City's right-of-way on the north side of May Road to CIT Trucks, 3030 May Road, Peru, Illinois (hereinafter "Facility"). The Facility is depicted in Exhibit A.
2. **City Right-of-way.** May Road between Illinois Route 251 and Plank Road (hereinafter "right-of-way") is a roadway of at least 70 feet of dedicated City right-of-way, as shown in Exhibit A, attached hereto and made a part hereof.
3. **Grant of license.** The City hereby grants the Company a limited license to construct the Facility within the City right-of-way and use and occupy the right-of-way described herein.
 - A. The license granted under this Agreement is wholly dependent upon the Company and its successors and assigns fully and faithfully performing and complying with all the terms, conditions, and covenants contained in this Agreement. This License is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the right-of-way.
 - B. The license granted under this Agreement is immediately revocable at the option of the City in the event that the Company or its successors or assigns fail to perform or comply with any term, condition, or covenant set forth in this Agreement, provided that the Company will have a reasonable time period to cure any such failure as set forth herein.
 - C. The license granted under this Agreement may not be transferred or assigned without the express written consent of the City, provided that such consent will not be unreasonably withheld.
 - D. The license granted under this Agreement does not convey any right, title, or interest in any right-of-way but is deemed a license only to use and occupy the right-of-way for the limited purposes and term stated herein. The license will not be construed as any warranty of title.

- E. The License granted under this Agreement is non-exclusive and at all times is subordinate to the City's and the public's use of said right-of-way for purposes normally associated with a public right-of-way. Accordingly, the Company shall, at its sole cost, relocate any portion of the facility upon the written direction of the City Engineer if necessary or desirable to accommodate the repair or construction of City utilities or improvements in the right-of-way.

4. **Compliance with governmental requirements.**

- A. **Permit.** The construction and installation of the facility or any change thereof including without limitation extension, reduction, or removal of the facility shall be subject to the issuance of a permit therefore by the City Engineer. No facility shall be constructed in any streets, alleys or other public way until a permit therefore is issued by the City Engineer. Said permit will indicate the time, manner and place of constructing the facility. The City will approve the permit if the proposed improvements are consistent with the use of the public way granted by this Agreement. The Company shall comply with all conditions of permits issued to it. The application for a permit must be accompanied by prints, plans and maps showing the proposed location of the facility to be constructed, the location of each conduit to be entered, and the number and placement of manholes or other openings to gain access to said conduit, along with the appropriate surety bond and insurance certificate required by the City. The Company shall use its best efforts to maintain contractors on any work project involving the facility and to work toward its timely completion, barring inclement weather or other situations beyond the Company's control. In the event of an emergency which the Company believes poses a threat of immediate harm to the public or to any of the Company's facilities, the Company will be permitted access to the public way to mitigate the threatened harm without the benefit of a permit; provided, however, the Company shall advise the City of the emergency at the earliest reasonable opportunity and shall seek a proper permit within a reasonable period of time thereafter.
- B. **Ordinances.** The Company shall comply with all ordinances of the City, including without limitation all generally applicable provisions regarding rights-of-way, as such ordinances are now or hereafter amended, except to the extent that such ordinances directly and irreconcilably conflict with an express provision of this Agreement.
- C. **Additional requirements.** Prior to City's approval of a utility permit for the work described herein, Company shall first:
 - (1) Obtain a permit from the Illinois Department of Transportation for the proposed work in the State right-of-way along Route 251 and provide a copy of the approved permit to City; and

- (2) Execute an Agreement for Use of Right-Of-Way with City for the facilities Company installed in City's Putnam Street, 3rd Street, and Henry Street rights-of-way in 2020, similar in form and substance to this Agreement.
5. **Plan submission.** The Company shall provide as built plans to the City upon completion of construction of the facility in an electronic format compatible with the City's Geographic Information System.
6. **Simplified Municipal Telecommunications Tax.** If the Company becomes a retailer of telecommunications services in the City by transmitting, supplying, or furnishing telecommunications, including without limitation internet services, data services, local telephone services, or long distance services, as contemplated under the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*) as amended from time to time, the Company shall provide written notice thereof to the City and as soon as practicable thereafter commence collection of the taxes provided for under that Act and any other taxes that it may be required by law to collect.
7. **Facility maintenance and repair.** The Company will be fully responsible and will bear all costs associated with any and all maintenance or repair of the Facility.
8. **Right-of-way repair.** After doing any work, the Company at its sole cost and expense shall promptly repair and restore to the extent practicable any right-of-way disturbed by the Company, including without limitation all sidewalks, parkways, or pavements, to the condition in which they existed before performance of the work.
- A. If any such sidewalk, parkway or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Company, the Company, as soon as climatic conditions reasonably permit shall promptly, and no more than fifteen (15) days from receipt of notice from the City to do so, unless otherwise agreed to, cause such sidewalk, parkway or pavement to be repaired or restored to the condition in which it existed before said sidewalk, parkway or pavement was disturbed by the Company. Such restoration shall be completed within ten (10) days after the date of commencement of such restoration work. If the Company fails to commence and complete the restoration work in the manner and within the time periods prescribed herein, the City may, but shall have no obligation to, perform such work and recover from the Company any costs and expenses the City incurs.
- B. If such right-of-way or improvement cannot be so repaired, replaced or restored, the Company shall compensate the City for the cost of such improvements in an amount estimated by an independent architect or engineer mutually agreed upon by the parties.

- C. All excavations in lawns or grassy parkways shall be immediately backfilled, tamped, and then restored within a reasonable time thereafter to the original condition in accordance with the applicable provisions of this Agreement and conditions of the permit.
- D. The Company shall keep all structures constructed pursuant to this Agreement in a reasonably safe condition at all times and shall maintain such traffic control and protection during the construction, repair, or renewal work performed hereunder as will reasonably avoid danger to life, limb, and property.
- E. The Company shall promptly repair and restore at its own expense all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.

9. **Lapse and termination.** The License shall be limited solely to the construction, maintenance, and use of the Facility. Upon cessation of such use, as determined by the City Engineer, this Agreement will immediately lapse and terminate. If the City Engineer believes the Company is no longer using the Facility or that it otherwise has been abandoned, he or she may notify the Company in writing that the City is asserting its right to declare this Agreement lapsed and terminated. Such notice must give the Company at least thirty (30) days to respond. If the Company demonstrates that it has not abandoned the facility, this Agreement shall remain in force and effect according to its terms. If the Company does not demonstrate within thirty (30) days of the notice that it has not abandoned the Facility, this Agreement shall be deemed lapsed and terminated. Any additional use other than that specifically named herein, without the further express written consent of the City, shall be construed as a violation of this Agreement.

10. **Facility removal.** In the event of an emergency, defined as imminent peril to person or property, or when the Company has inadequately complied with an order of the City Engineer pursuant to this Agreement, or at any other time the City Engineer or other responsible City official in good faith deems the procedures of Paragraph 8 impracticable under the circumstances present, the Company consents and agrees that the City or its duly authorized agent may remove the Facility, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the Company. Should the Company fail in any way to make timely payment to the City for such costs and expenses, the Company agrees to pay, in addition to any amount so owed, reasonable attorneys' fees and court costs incurred in the collection of such amount.

11. **Indemnity.** The Company agrees to defend and indemnify the City from and against any claims, suits, or actions for death or injury to persons or damage to property brought against the City in connection with Company's negligence in performing the work contemplated by this Agreement, including attorney's fees and costs, whether or not suit is filed unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents, or contractors. Additionally, the Company shall indemnify the City for any sums the City becomes obligated to pay as damages arising out of Company's negligence, except to the extent such damages are due to the negligence of the City, its employees, agents, or contractors.

12. **Term; termination.** This Agreement and the License granted to the Company hereunder shall commence as of the date of permit issuance and shall continue as long as Company maintains and uses the Facilities or unless sooner terminated in accordance with this Agreement. This Agreement may be terminated at any time without notice upon the express written consent of both parties. Either party may terminate this Agreement for cause by giving written notice to the other party at least forty-five (45) days prior to the proposed termination. For the purposes of this section, "for cause" means the breach of any material provision of this Agreement, which remains uncured for a period of thirty (30) days after serving the written notice thereof. A notice of termination shall specify the "cause" upon which such termination is based.

13. **Binding on successors.** This Agreement is expressly binding upon the parties, their successors, and assigns.

14. **Entire agreement.** This Agreement and any written exhibits or addenda to it constitute the entire Agreement between the parties, and may be changed, modified or amended only by mutual written agreement executed by them.

15. **Notices.** All notices required under this Agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be deemed effective upon actual receipt of the notice, or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing.

To the City: City of Peru
ATTN: City Engineer
1901 4th Street
Peru, IL 61354

To the Company: MCC Network Services, LLC
ATTN: Zachary Horn
PO Box 555
Sullivan, IL 61951

Either party may designate by written notice a different address to which notices must be sent.

16. **Non-waiver.** The Company will not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

17. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of Illinois, and the parties subject themselves to the venue and jurisdiction of LaSalle County, Illinois.

18. **Recording.** The City may record this Agreement in the Office of the LaSalle County Recorder of Deeds at the expense of the City.

19. **Execution by counterpart.** This Agreement may be executed in counterparts, each of which will for all purposes be deemed to be an original and will together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement at LaSalle County, Illinois, on the dates as stated below.

CITY OF PERU, an Illinois Home Rule
Municipal Corporation:

MCC NETWORK SERVICES, LLC:

By: _____
Ken Kolowski, Mayor

By: _____
Zachary Horn, President

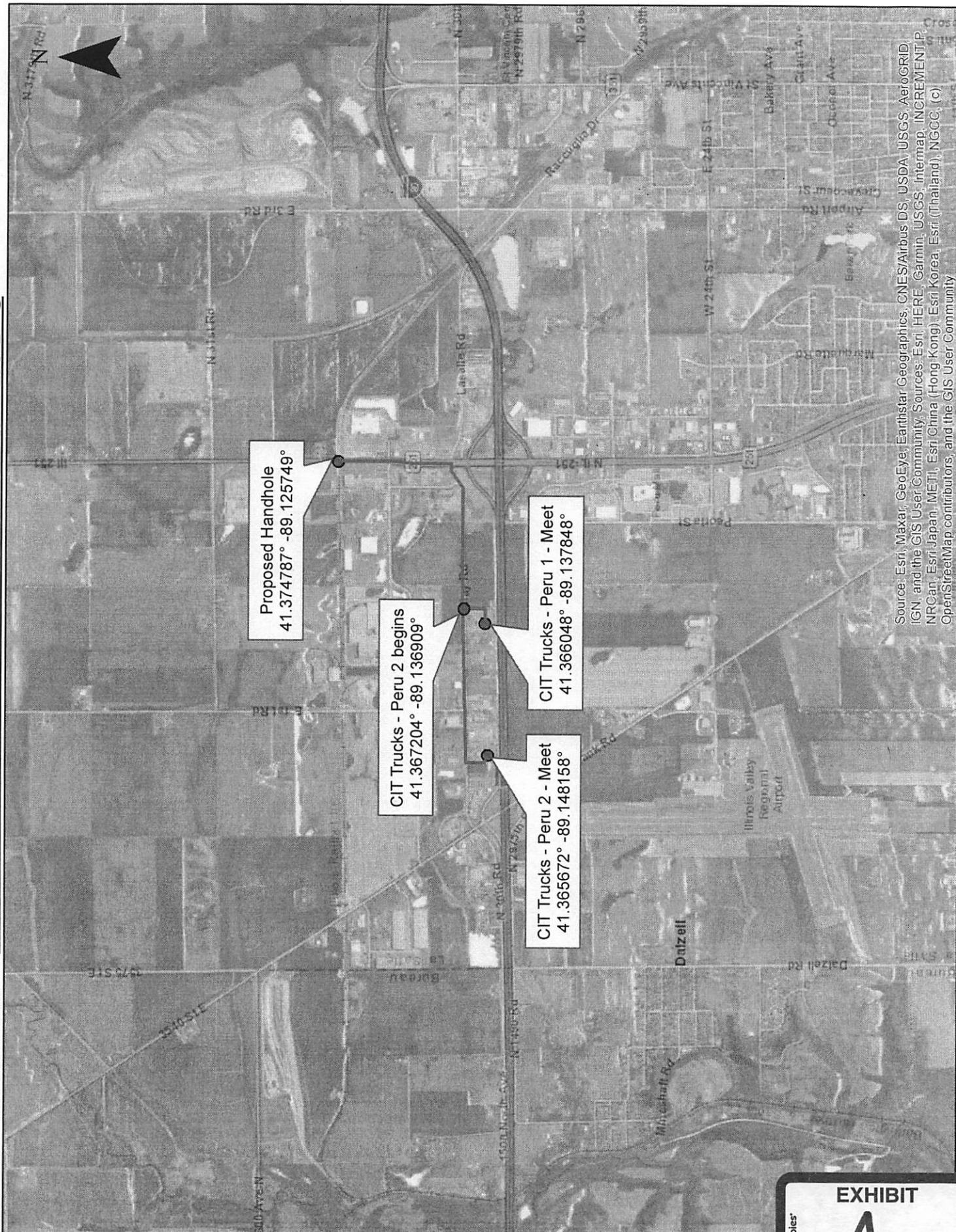
Date: _____

Date: 9/9/21

ATTEST:

By: _____
David R. Bartley, City Clerk

CIT Trucks - Peru 1 & 2 - MCC0866-5718-DIA-D-O



CIT Trucks - Peru 1 - MCC0866-5718-DIA-D-O



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreet



MCC NETWORK SERVICES, LLC.

Date: 4/22/2021 WO: EXCH:

AS-STAKED

COUNTY: LaSalle
CITY: Peru
STATE: IL

Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508

Legend

- Business
- Proposed Handhole
- ⚡ Cell Tower
- Centerlines
- Existing Handhole
- Right Of Way

BFO# = Buried fiber cable strand count.

+{#X#"} = Number of conduit and conduit size.

XXX' = Length from handhole to handhole.

BM6C = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch

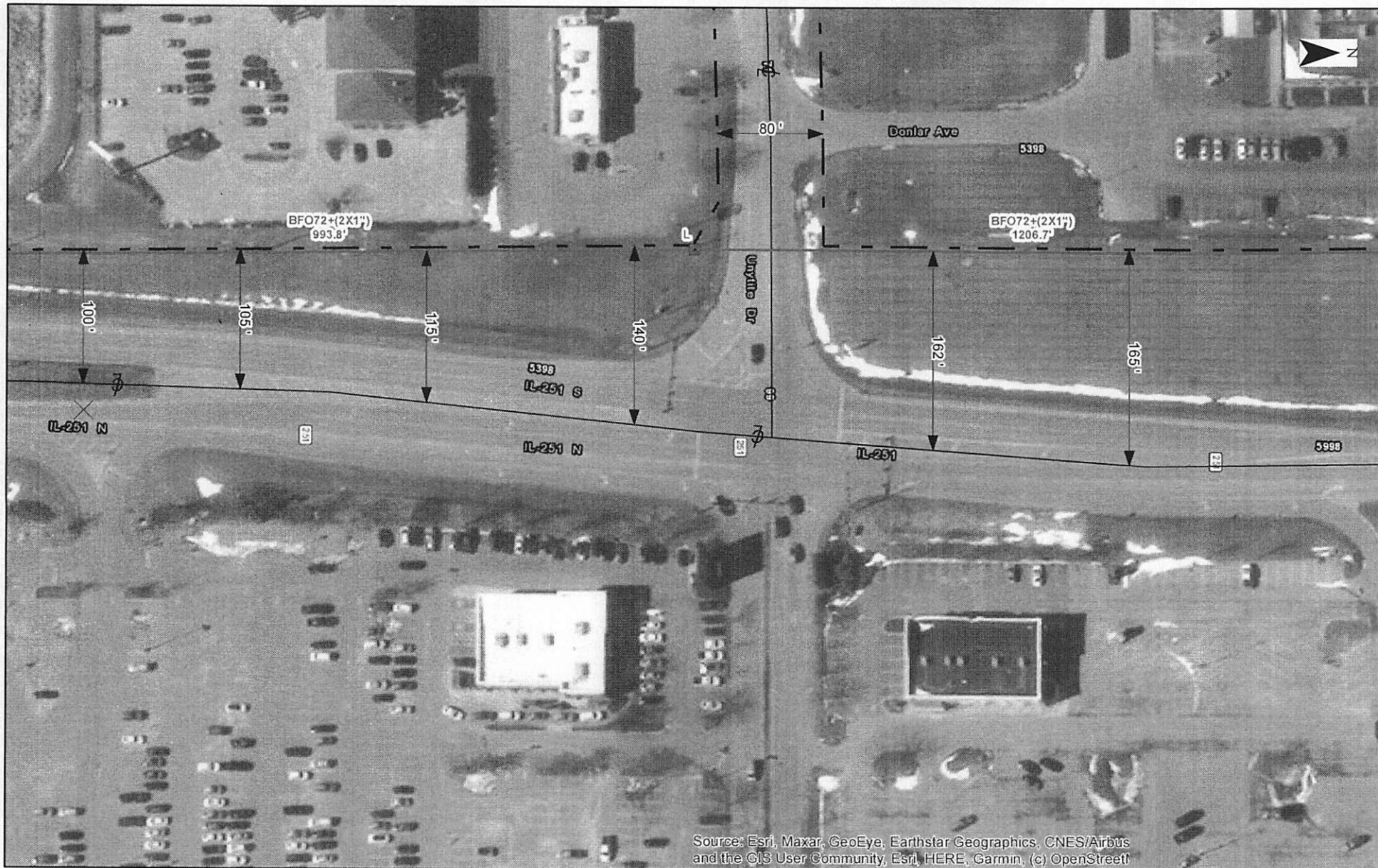
HAND HOLE DIMENSIONS

S=24"x36"x24" L=32"x48"x36" Split=60"x42"x32"

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8' FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4' FROM BASE OF DITCH.
5. PLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

CIT Trucks - Peru 1 - MCC0866-5717-DIA-D-O



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreet



MCC NETWORK SERVICES, LLC.

Date: 5/3/2021 WO: EXCH:

AS-STAKED

COUNTY: LaSalle
CITY: Peru
STATE: IL

Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508

Legend

- Business
- Cell Tower
- Existing Handhole
- Proposed Construction
- Proposed Handhole
- Centerlines
- Right Of Way

BFO# = Buried fiber cable strand count.

+{#X#"} = Number of conduit and conduit size.

XXX' = Length from handhole to handhole.

BM6C = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch

HAND HOLE DIMENSIONS

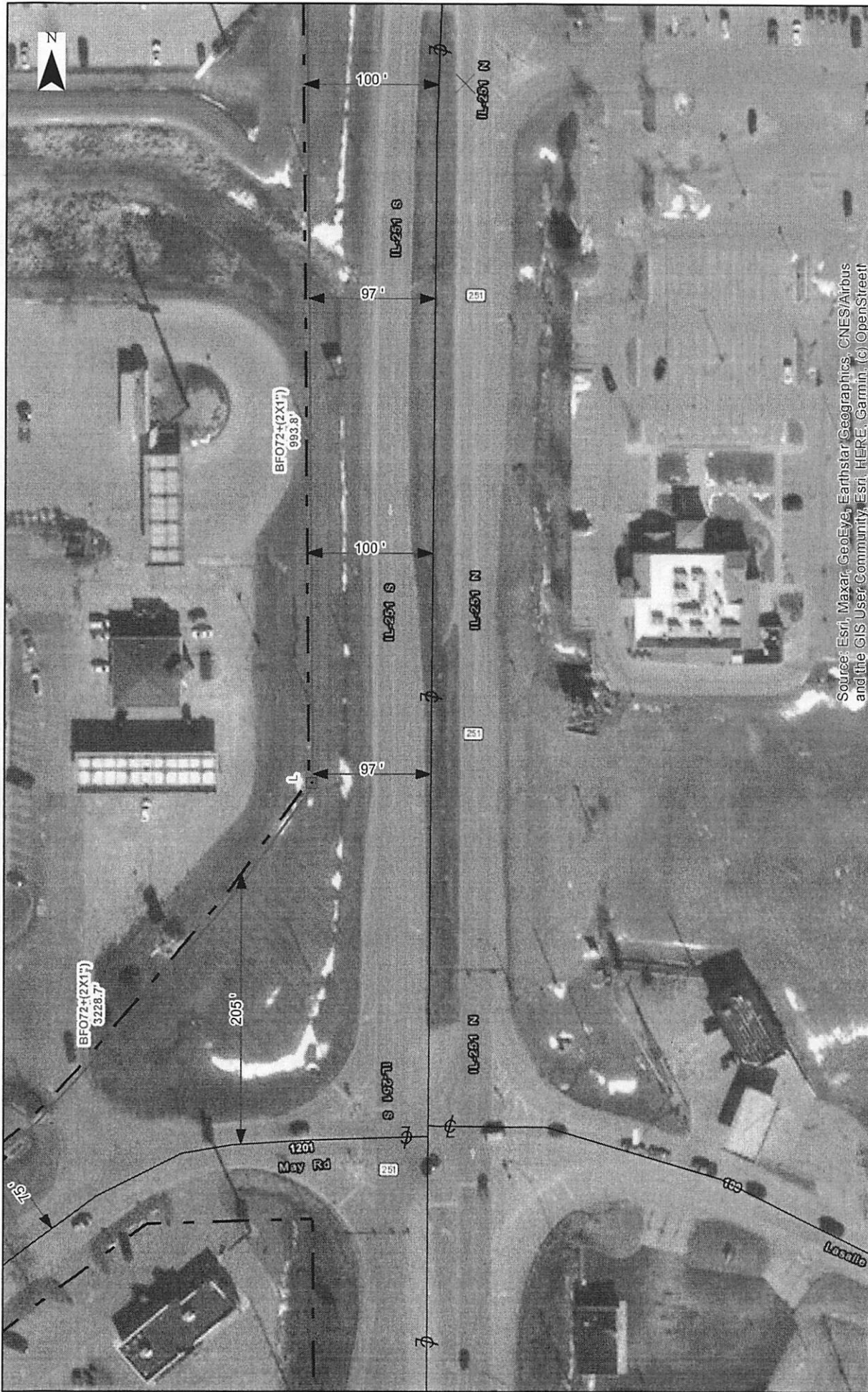
S=24"x36"x24" L=32"x48"x36" Split=60"x42"x32"

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4' FROM BASE OF DITCH.
5. PLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

CIT Trucks - Peru 1 - MCC0866-5717-DIA-D-0

↑ TO PAGE 2



↓ TO PAGE 4

AS-STAKED
COUNTY: LaSalle
CITY: Peru
STATE: IL
Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508

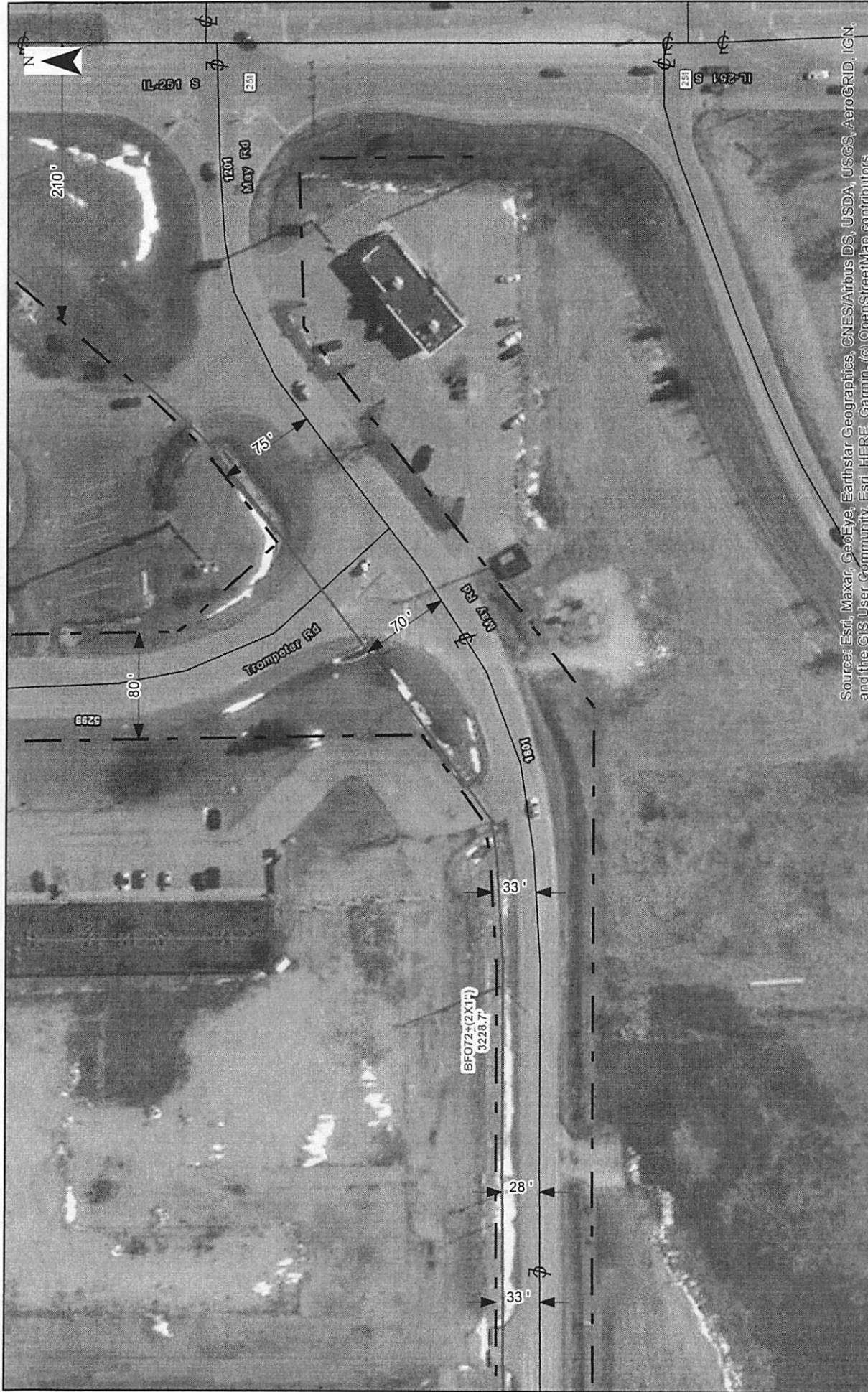
Metro
Communications Company, Inc.
MCC NETWORK SERVICES, LLC.
Date: 5/3/2021
Scale: NTS

VO:
EXCH:

Legend
Business
Cell Tower
Existing Handhole
Proposed Construction
Proposed Handhole
Centerlines
Right Of Way

BFO# = Buried fiber cable strand count.
+ (#X# ") = Number of conduit and conduit size.
XXX' = Length from handhole to handhole.
BM66 = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch
HAND HOLE DIMENSIONS
S = 24"x36"x24" L = 32"x48"x36" Spill = 60"x42"x32"

Construction Notes
1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8' FROM THE BACK OF THE RIGHT OF WAY.
3. AERIAL IMAGER IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGER.
4. ALL CONDUITS AND FIELD TILE WILL BE BORED AT MINIMUM DEPTH OF DITCH.
5. ROW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, © OpenStreetMap contributors

Legend

Business	Proposed Construction
Cell Tower	Proposed Handhole
Existing Handhole	Centerlines
	Right Of Way

AS-STAKED

COUNTY: LaSalle
CITY: Peru
STATE: IL
Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508



MCC NETWORK SERVICES, LLC.

Date: 5/3/2021	WO:
Scale: NTS	EXCH:

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8' FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4' FROM BASE OF DITCH.
5. PLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

CIT Trucks - Peru 1 - MCC0866-5717-DIA-D-O



MCC NETWORK SERVICES, LLC.

Date: 5/3/2021 WFO: EXCH:

AS-STAKED

COUNTY: LaSalle
CITY: Peru
STATE: IL

Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508

Legend

- Business
- Cell Tower
- Existing Handhole

- Proposed Construction
- Proposed Handhole
- Centerlines
- Right Of Way

BFO# = Buried fiber cable strand count.

+{#X#"} = Number of conduit and conduit size.

XXX' = Length from handhole to handhole.

BM6C = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch

HAND HOLE DIMENSIONS

S=24"x36"x24" L=32"x48"x36" Split=60"x42"x32"

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4" FROM BASE OF DITCH.
5. PLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors

AS-STAKED

COUNTY: LaSalle
CITY: Peru
STATE: IL

Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508

Legend

- Business
- Cell Tower
- Existing Handhole
- Proposed Construction
- Proposed Handhole
- Centerlines
- Right Of Way

BFO# = Buried fiber cable strand count.

+(#X#)' = Number of conduit and conduit size.

XXX' = Length from handhole to handhole.

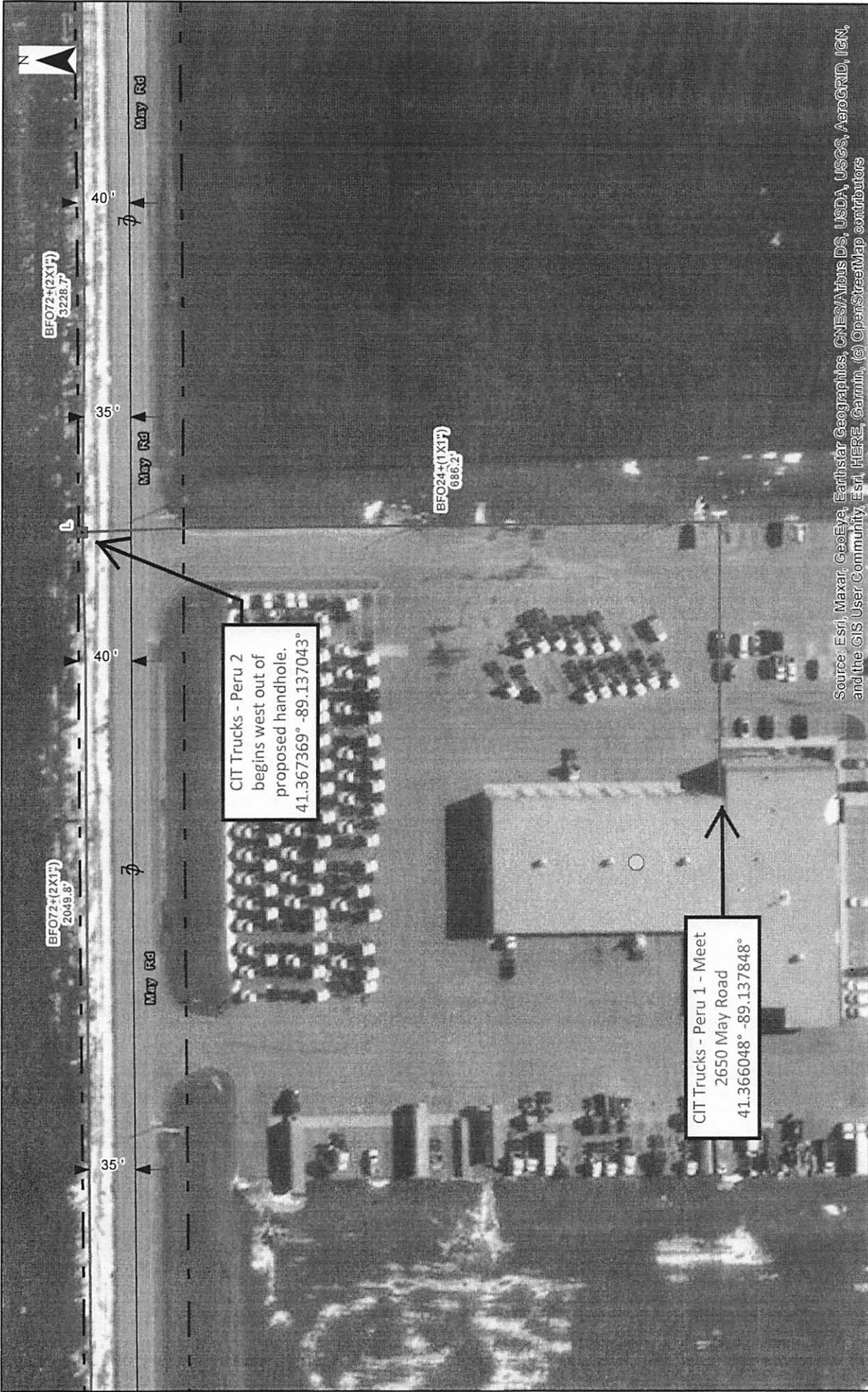
BM6C = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch

HAND HOLE DIMENSIONS
S=24"x36"x24" L=32"x48"x36" Split=60"x42"x32"

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4" FROM BASE OF DITCH.
5. FLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

CIT Trucks - Peru 1 - MCC0866-5717-DIA-D-O



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4' FROM BASE OF DITCH.
5. PLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

Legend		BFO# = Buried fiber cable strand count.
Business	Proposed Construction	+(#X#") = Number of conduit and conduit size.
Cell Tower	Proposed Handhole	XXX' = Length from handhole to handhole.
Existing Handhole	Centerlines	BM60 = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch
	Right Of Way	HAND HOLE DIMENSIONS S=24"x36"x24" L=32"x48"x36" Split=60"x42"x32"



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors



Metro
Communications Company, Inc.

MCC NETWORK SERVICES, LLC.







Date: 5/3/2021	WO:
Scale: NTS	EXCH:

AS-STAKED

COUNTY: LaSalle
CITY: Peru
STATE: IL

Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508

Legend

	Business		Proposed Handhole
	Cell Tower		Centerlines
	Existing Handhole		Right Of Way

BFO# = Buried fiber cable strand count.
+ (#X# ") = Number of conduit and conduit size.
XXX' = Length from handhole to handhole.
BM60' = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch
HAND HOLE DIMENSIONS
S = 24"x36"x24" L = 32"x48"x36" Split = 60"x42"x32"

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED BY MINIMUM 48" FROM BASE OF DITCH.
5. BLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, © OpenStreetMap contributors



Metro
Communications Company, Inc.

MCC NETWORK SERVICES, LLC.

Date: 5/3/2021	IWO:	EXCH:
Scale: NTS		

AS-STAKED

COUNTY: LaSalle
CITY: Peru
STATE: IL

Designer: Jacob Burton
Phone: 217-800-5201
Field Manager: Brandon Clawson
Phone: 217-259-5508

Legend

	Business		Proposed Construction
	Cell Tower		Proposed Handhole
	Existing Handhole		Centerlines
			Right Of Way

BFO# = Buried fiber cable strand count.
+ (#"X#") = Number of conduit and conduit size.
XXX' = Length from handhole to handhole.
BM6C = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch
HAND HOLE DIMENSIONS
S=24"x36"x24" L=32"x48"x36" Split=60"x42"x32"

Construction Notes

1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4" FROM BASE OF DITCH.
5. FLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.

CIT Trucks - Peru 2 - MCC0866-5718-DIA-D-0



↑ TO PAGE 9

↓ TO PAGE



MCC NETWORK SERVICES, LLC.	
Date: 5/3/2021	WO:
Scale: NTS	EXCH:

AS-STAKED	
COUNTY: LaSalle	CITY: Peru
STATE: IL	Designer: Jacob Burton
Phone: 217-800-5201	Field Manager: Brandon Clawson
Phone: 217-259-5508	

Legend		Proposed Construction
Business	Cell Tower	Existing Handhole
Cell Tower	Centerlines	Right Of Way
Existing Handhole		

Construction Notes	
1. EACH HAND HOLE WILL CONTAIN 150' OF CABLE SLACK UNLESS OTHERWISE NOTED.	BFO# = Buried fiber cable strand count.
2. FIBER CABLE CONDUIT WILL BE PLACED WITHIN 8" FROM THE BACK OF THE RIGHT OF WAY	+(#X#") = Number of conduit and conduit size.
3. AERIAL IMAGERY IS FOR REFERENCE ONLY AND MAY NOT DISPLAY CURRENT IMAGERY.	XXX' = Length from handhole to handhole.
4. ALL ROAD CROSSINGS AND FIELD TILE WILL BE BORED AT A MINIMUM OF 4" FROM BASE OF DITCH.	BM60 = Bore 1 innerduct, 42" depth, except ditches which will be a minimum of 60" deep from base of ditch
5. FLOW AND BORE LOCATIONS WILL BE DETERMINED IN THE FIELD AT THE DISCRETION OF THE CREW MANAGER.	HAND HOLE DIMENSIONS S=24"x36"x24" L=32"x48"x36" Split=60"x42"x32"

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors

RESOLUTION NO. 2021- _____

**RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS
FOR SAFE ROUTES TO SCHOOL APPLICATION FOR
THE SHOOTING PARK ROAD SIDEWALK EXTENSION PROJECT**

WHEREAS, the City of Peru, Illinois is applying to the Illinois Department of Transportation (“IDOT”) for Illinois Safe Routes to School Program (“SRTS”) federal grant funds to extend sidewalk along Shooting Park Road from Parkside Middle School to Cedar Lane and Sycamore Lakes residential subdivisions; and

WHEREAS, it is necessary that an application be made, and agreements be entered into, with the State of Illinois; and

WHEREAS, criteria of SRTS are such that financial participation by the grantee is required in conjunction with SRTS funds.

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

1) The City of Peru shall apply for a grant under the terms and conditions of the Illinois Department of Transportation and SRTS program and enter into and agree with the understandings and assurances contained in said application.

2) The City of Peru shall utilize the five “E’s” of the SRTS program: Engineering, Education, Enforcement, Encouragement, and Evaluation, to improve the school walking and cycling environment.

3) The City of Peru shall provide sidewalks connecting residential subdivisions to schools to encourage children to bike and walk to school, make biking and walking safer and a more appealing transportation alternative, encourage a healthier active lifestyle at early ages, help improve traffic safety and congestion, and reduce fuel consumption and air pollution.

4) The Mayor and City Clerk, for and on behalf of the City of Peru, are hereby authorized and directed to execute such application and all other documents necessary for the carrying out of said application.

5) The Mayor and City Clerk of the City of Peru Mayor are further authorized and directed to provide such additional information as may be required to accomplish the obtaining of such grant.

6) The City of Peru does hereby commit funds for use in conjunction with a SRTS Grant, such funds being equal to 20% of the estimated total project cost.

7) This Resolution shall be effective 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 September, 2021.

APPROVED: September 13, 2021

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			

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION
OF A PERMANENT EASEMENT AGREEMENT FOR PUBLIC
IMPROVEMENTS ALONG SHOOTING PARK ROAD IN PERU,
ILLINOIS**

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

WHEREAS, the City desires to construct a public sidewalk on the south side of Shooting Park Road extending west from Parkside Middle School to Cedar Lane and Sycamore Lakes residential subdivisions in Peru (hereinafter, "Project"); and

WHEREAS, the Project requires additional right-of-way along Shooting Park Road, and the City has negotiated terms with owners of certain real property adjacent to Shooting Park Road to purchase and obtain the necessary permanent and temporary construction easements; and

WHEREAS, the City Council finds and determines the Project and acquisition of easements pursuant to the terms of the attached Permanent Easement Agreement is necessary for the protection of students and general public, is for a proper public purpose, 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: The City Council of the City finds as facts the recitals hereinbefore set forth and incorporates them herein by reference.

SECTION 2: The Mayor and City Clerk, and each of them, for and on behalf of the City, are hereby authorized and directed to execute attached Permanent Easement Agreement.

SECTION 3: The proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Permanent Easement Agreement.

SECTION 4: This Ordinance shall be in full force and effect 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 September, 2021.

APPROVED: September 13, 2021

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			

**PERMANENT
EASEMENT
AGREEMENT**

Address: Shooting Park Road
Peru, Illinois 61354

PIN: 17-17-136-000

This space reserved for Recorder's use only.

THIS PERMANENT EASEMENT AGREEMENT is made this ____ day of September, 2021, by and between **WILLIAM C. HENKEL, as Trustee of the WILLIAM C. HENKEL TRUST dated April 2, 2013,** and **NANCY C. HENKEL, as Trustee of the NANCY C. HENKEL TRUST dated April 2, 2013** (hereinafter "Grantors"); and the **CITY OF PERU**, an Illinois home rule municipal corporation, its successors, permittees, and assigns (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantors are the owners of certain real estate generally located along Shooting Park Road in the City of Peru, LaSalle County, Illinois, legally described as follows:

That part of the Northwest Quarter of Section 17, Township 33 North, Range 1, East of the Third Principal Meridian in LaSalle County, Illinois described as follows and bearings used herein are for description purposes only: Beginning at the Northwest Corner of said Section 17; thence South 0 degrees 26 minutes 49 seconds East 1098.97 feet along the East line of Dahl Estates, LLC Subdivision in the City of Peru, State of Illinois and its Southerly Extension thereof to the North line of the tract of land described in Trustee's Deed recorded as Document Number 2008-00247 in the Recorder's Office of LaSalle County, thence North 88 degrees 57 minutes 50 seconds East 876.77 feet along the aforesaid North line to the West line of the LaSalle County Board of School Trustees Property, thence North 0 degrees 17 minutes 49 seconds East 1098.98 feet along the aforementioned West line to the North line of the Northwest Quarter of said Section 17; thence South 88 degrees 58 minutes 42 seconds West 891.04 feet to the point of beginning, containing 22.3 acres, more or less, subject to the rights of the public to that portion being used for roadway purposes along the North side of the above described tract of land, excepting coal and mining rights which have heretofore been severed from the fee and also subject to unrecorded easements and all easements of record, all situated in the County of LaSalle and State of Illinois.

PIN: 17-17-136-000 (hereinafter, "Subject Property"); and

WHEREAS, Grantee has jurisdiction over a certain roadway known as Shooting Park Road in the City of Peru, and presently holds a thirty-three foot (33') wide public easement for such roadway purposes along the north side of the Subject Property; and

WHEREAS, Grantee desires to expand the aforementioned public easement from thirty-three feet (33'), to forty feet (40'), in order to construct, maintain, operate, repair, reconstruct, remove and inspect a concrete public sidewalk for the use and enjoyment of the general public upon and across the Subject Property, as generally depicted on the attached "Exhibit A" (hereinafter, the "Sidewalk Project"); and

WHEREAS, Grantors are willing to grant the necessary easements to Grantee for the Sidewalk Project subject to the terms and conditions of this Permanent Easement Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. **Grant of Permanent Easement.** The Grantors do hereby grant, bargain, sell and convey to Grantee the following perpetual rights and easements:

(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;

(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;

(c) To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time, electric transmission, distribution, and communication lines and systems, including cables, conduits, conductors, grounds, drains, fiberoptic cables, conduits and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for electric and communication service purposes; and

(d) To enter, re-enter, use, occupy, access, construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, enlarge, replace, and remove from time to time, such roadways, sidewalks, and public ways as may be required or may be deemed necessary, useful or convenient by Grantee for the use and enjoyment of the general public,

in, over, under, across, along, and upon that part of the Subject Property described and depicted in the Easement Plat attached hereto as "Exhibit B" (hereinafter "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 systems and public ways; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Tract; (iii) to clear and remove, without any liability whatsoever to Grantee, any obstacles on the Easement Tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of any said utility systems and public ways

on the Easement Tract, or which create hazardous conditions, and to keep the Easement Tract clear of such obstacles and obstructions. and (iv) the right to allow the public's use of the Easement Tract for public roadway and sidewalk purposes. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

2. **Grant of Temporary Construction Easement.** The Grantors do hereby grant, bargain, sell and convey to Grantee, its successors and assigns, invitees, licensees, and agents, a Temporary Construction Easement in, over, under, across, along, upon, and within the temporary construction easement area depicted on the attached "Exhibit C" for the purpose of constructing the Sidewalk Project. Said Temporary Construction Easement shall include the right of Grantee, its successors and assigns, invitees, licensees, and agents to go on said easement with necessary labor, equipment, vehicles and materials to construct the Sidewalk Project, together with the right to construct, clear, grade, slope, fill, and alter the Temporary Construction Easement Area as generally depicted on Exhibit A. The Temporary Construction Easement shall commence on the date of this Permanent Easement Agreement first written above, and continue until the completion of the Sidewalk Project, expected by May 1, 2022.

3. **Grantors' Rights.** The Grantors shall have the right to make any use of the Easement Tract so long as such use does not interfere with the rights of Grantee herein granted or create a hazardous condition, except that Grantors 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 therein, or the public's use of the roadway and sidewalks thereon.

4. **Indemnification.** The Grantee shall indemnify the Grantors, its officers, employees, and agents against all claims, liability, or damage arising from the Grantee's construction, maintenance, operation, repair, reconstruction, removal, or inspection of the sidewalk and appurtenances, except to the extent caused by the gross negligence or willful misconduct of the Grantor, its officers, employees, or agents.

5. **Covenant Running with the Land.** The perpetual rights and easements granted herein contained constitute a covenant that runs with the land and is binding upon the parties hereto and their respective successors and assigns in perpetuity, unless amended or terminated.

6. **Recordation of Agreement.** The Grantee shall pay all recording costs.

7. **Compensation.** The Grantee shall pay the Grantors two thousand five hundred dollars (\$2,500.00) in a one-time payment for this permanent easement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

GRANTEE: City of Peru, an Illinois home rule municipal corporation:

WILLIAM C. HENKEL, as Trustee of the
WILLIAM C. HENKEL TRUST dated
April 2, 2013

BY: _____
KEN KOLOWSKI, Mayor

Date: _____

Date: _____

ATTEST:

NANCY C. HENKEL, as Trustee of the
NANCY C. HENKEL TRUST dated
April 2, 2013

DAVE BARTLEY, City Clerk

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William C. Henkel, Trustee of the William C. Henkel Trust dated April 2, 2013, and Nancy C. Henkel, Trustee of the Nancy C. Henkel Trust dated April 2, 2013, 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 acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Trusts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 2021.

Notary Public

**This Instrument Prepared By
and Return To:**

**Schweickert Law Group, LLC
2101 Marquette Road
Peru, IL 61354
TEL (815) 223-0177
FAX (815) 223-8449**

PERU SIDEWALK SHOOTING PARK ROAD

CITY OF PERU, ILLINOIS
PROJECT NO. 16-14-SW

JUNE, 2021

INDEX OF SHEETS

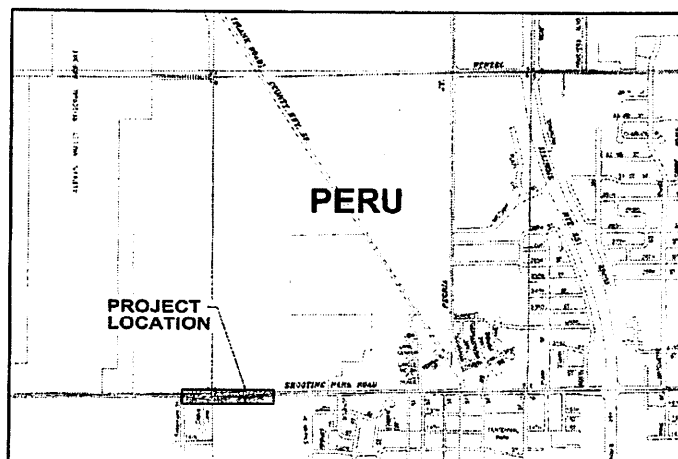
1	COVER SHEET
2	TYPICAL SECTION, GENERAL NOTES AND SUMMARY OF QUANTITIES
3	ALIGNMENT SHEET
4	REMOVAL PLAN
5-7	PLAN AND PROFILE SHEETS
8-14	CROSS SECTIONS
15	HIGHWAY STANDARDS

HIGHWAY STANDARDS

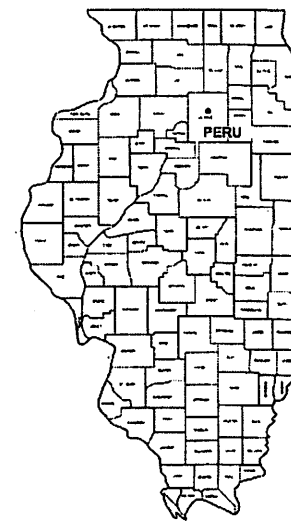
474701-11 HIGHWAY CLEARANCE PAVERS

LEGEND

---	BOUNDARY OF PROPERTY
---	SECTION LINE
---	EXISTING RIGHT-OF-WAY
---	EXISTING EASEMENT
---	EXISTING SIDEWALK
---	PROPOSED SANITARY SEWER
---	EXISTING SANITARY SEWER
---	PROPOSED STORM SEWER
---	EXISTING STORM SEWER
---	PROPOSED WATER MAIN
---	EXISTING WATER MAIN
---	EXISTING FENCE
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING UNDERGROUND ELECTRIC
---	PROPOSED SANITARY MANHOLE
---	EXISTING SANITARY MANHOLE
---	EXISTING CLEAN OUT
---	PROPOSED STORM MANHOLE
---	PROPOSED METAL END SECTION
---	PROPOSED FLARED END SECTION
---	PROPOSED FIRE HYDRANT
---	PROPOSED WATER VALVE
---	EXISTING FIRE HYDRANT
---	EXISTING WATER VALVE
---	EXISTING UTILITY POLE
---	EXISTING GUY WIRE
---	EXISTING STREET LIGHT
---	EXISTING ELECTRICAL POLE
---	EXISTING TELEPHONE POLE
---	PROPOSED TRAFFIC SIGNAL
---	EXISTING TRAFFIC SIGNAL
---	EXISTING TREE
---	EXISTING ASPHALT SURFACE



LOCATION MAP



CITY OFFICIALS

MAYOR: KEN KOLOWSKI

CITY CLERK: DAVID BARTLEY, JR.

COUNCIL MEMBERS:
JASON EDGECOMB
DAVID WALDORF
AARON BUFFO
BOB TEVAN
TOM PAYTON
JEFF BALLARD
MIKE SAPIENZA
JIM LUKOSUS

CITY ENGINEER: ERIC CARIS, P.E.

UTILITY SERVICE	CONTACT	TELEPHONE NO.
WATER	CITY OF PERU WATER DEPARTMENT	(815) 223-8615
ELECTRIC POWER	CITY OF PERU ELECTRIC DEPARTMENT	(815) 223-8044
NATURAL GAS	ILLINOIS	(800) 892-0123
TELEPHONE	ILLINOIS	(800) 892-0123
CABLE	ILLINOIS	(800) 892-0123
SANITARY SEWER	CITY OF PERU SEWER DEPARTMENT	(815) 223-2962



BENCHMARKS:

SOUTHEAST CORNER OF FIRE HYDRANT
AT CLEAR JANE & SHOOTING PARK
RD. INTERSECTION. ELEV. = 626.81'
ON FIRST FIRE HYDRANT WEST OF
SCHOOL. ELEV. = 629.30'

SURVEYOR / ENGINEER

CHAMUN & ASSOCIATES, INC.
1152 PROGRESS BLVD.
PERU, IL 61351
PHONE: (815) 223-3344
FAX: (815) 223-3348



ERIC CARIS
OTTAWA, MINN. 55120
ILLINOIS

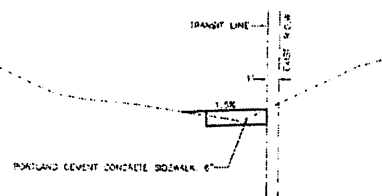
DATE	BY	REVISION
06/02/2021	JAC	1

DRAFT
NOT FOR CONSTRUCTION

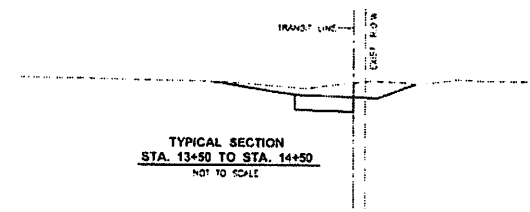
DATE: 07/02/2021	SHEET 1
SCALE: AS NOTED	OF 15



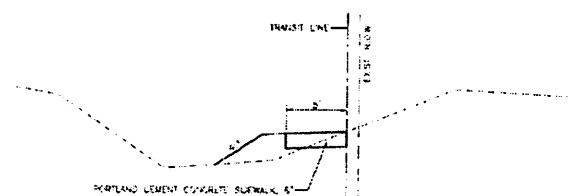
Signature
Date: 06/02/2021



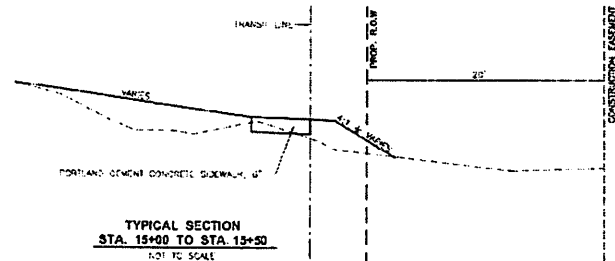
**TYPICAL SECTION
STA. 10+02.69 TO STA. 11+00**
NOT TO SCALE



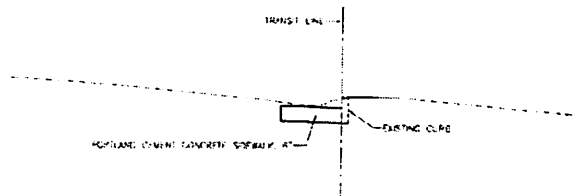
**TYPICAL SECTION
STA. 13+50 TO STA. 14+50**
NOT TO SCALE



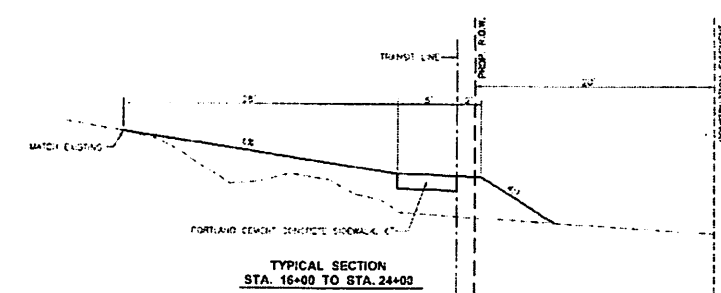
**TYPICAL SECTION
STA. 11+50 TO STA. 12+50**
NOT TO SCALE



**TYPICAL SECTION
STA. 15+00 TO STA. 15+50**
NOT TO SCALE



**TYPICAL SECTION
STA. 13+00**
NOT TO SCALE



**TYPICAL SECTION
STA. 16+00 TO STA. 24+00**
NOT TO SCALE

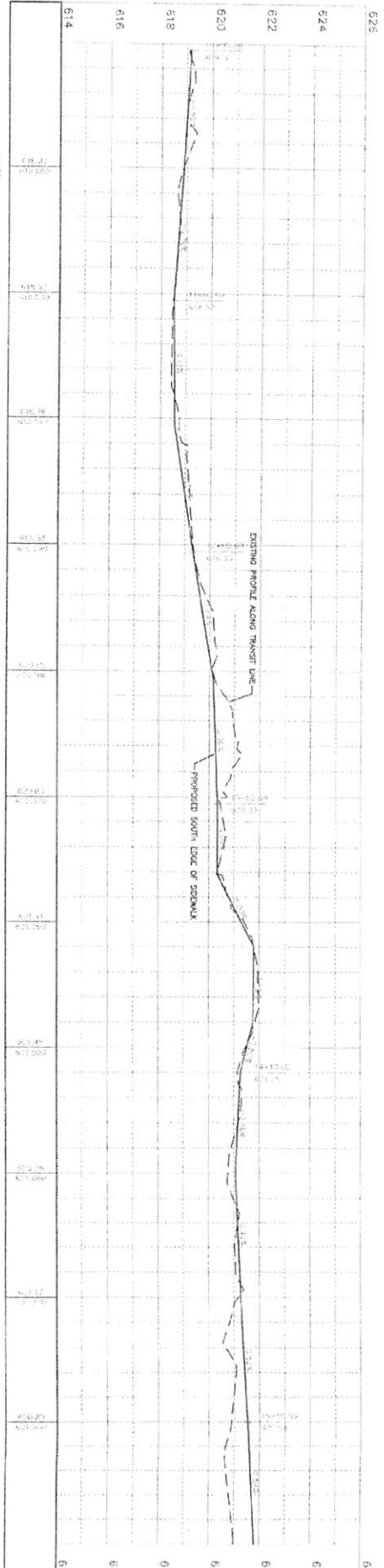
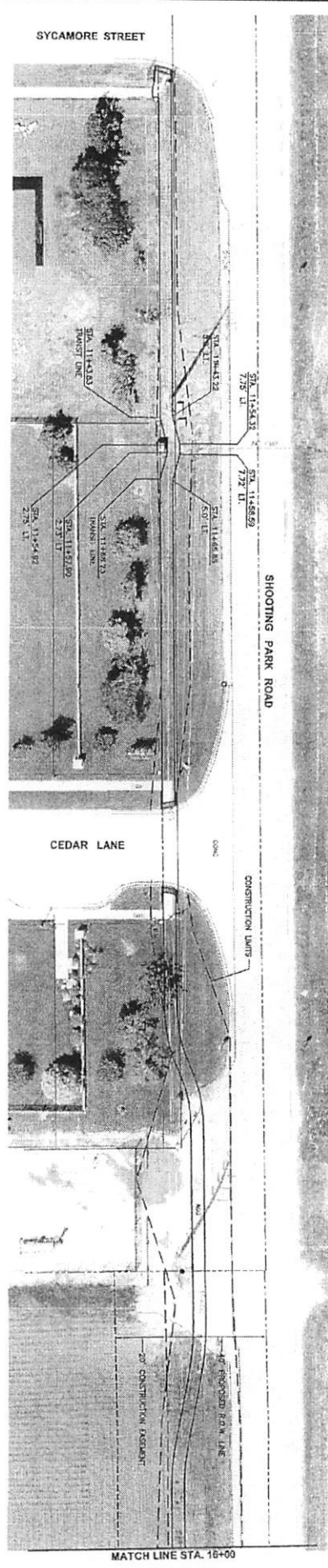
SUMMARY OF QUANTITIES			
P.C.C. SIDEWALK, 6"	0.886	50	FT
SIDEWALK REMOVAL	273	50	FT
DETECTABLE WARNING	35	50	FT
EARTH EXCAVATION	92	C.Y.	
FINISHED EXCAVATION	801	C.Y.	
SEEDING, CLASS 1A	0.643	ACRE	
MULCH METHOD 2	0.643	ACRE	
NITROGEN FERTILIZER NUTRIENT	50	LBS	
PHOSPHORUS FERTILIZER NUTRIENT	58	LBS	
POTASSIUM FERTILIZER NUTRIENT	59	LBS	

GENERAL NOTES

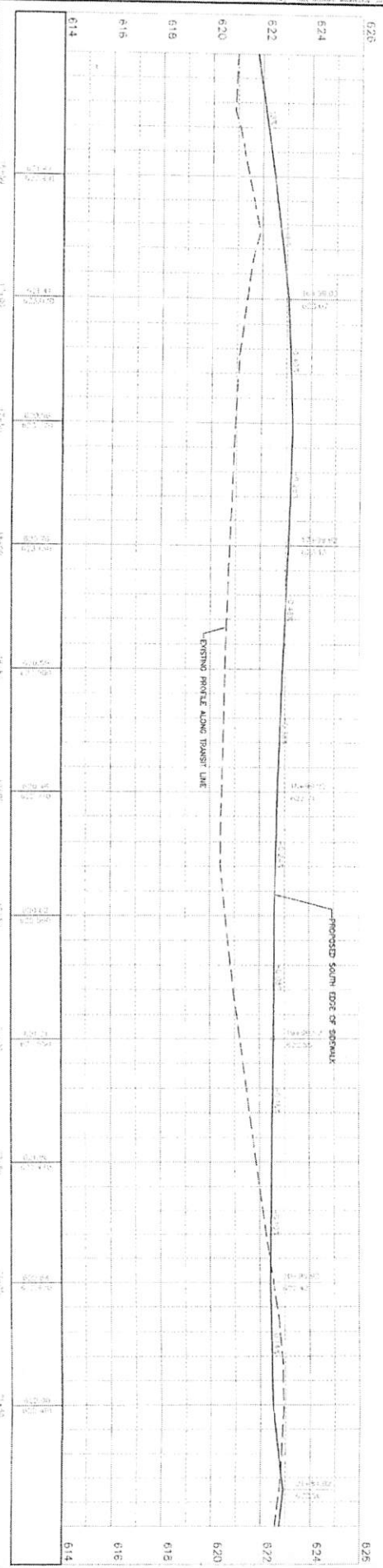
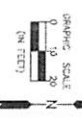
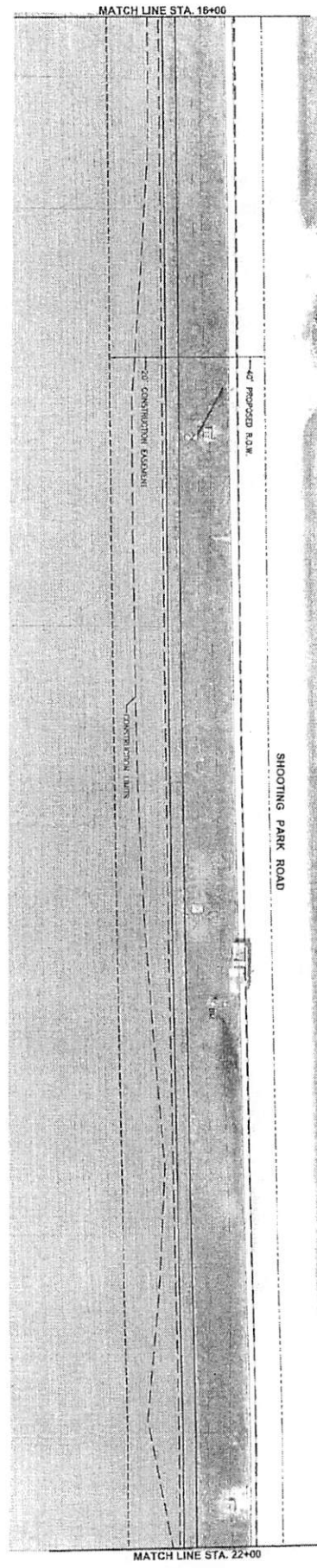
CONSTRUCTION & DESIGN, INC. 0207
 1000 N. WILSON AVENUE, SUITE 100
 CHICAGO, ILLINOIS 60642

DRAWN BY: DA CHECKED BY: AL DATE: 24/1/20		REVISION 1 2 3		APPROVED 1 2 3		 PERU SIDEWALK SHOOTING PARK ROAD CITY OF PERU, ILLINOIS		DRAFT NOT FOR CONSTRUCTION		CLIENT: AS OF: 03-10-2024 SCALE: AS NOTED SHEET: 3 TOTAL: 15	
--	--	-------------------------	--	-------------------------	--	---	--	-------------------------------	--	---	--

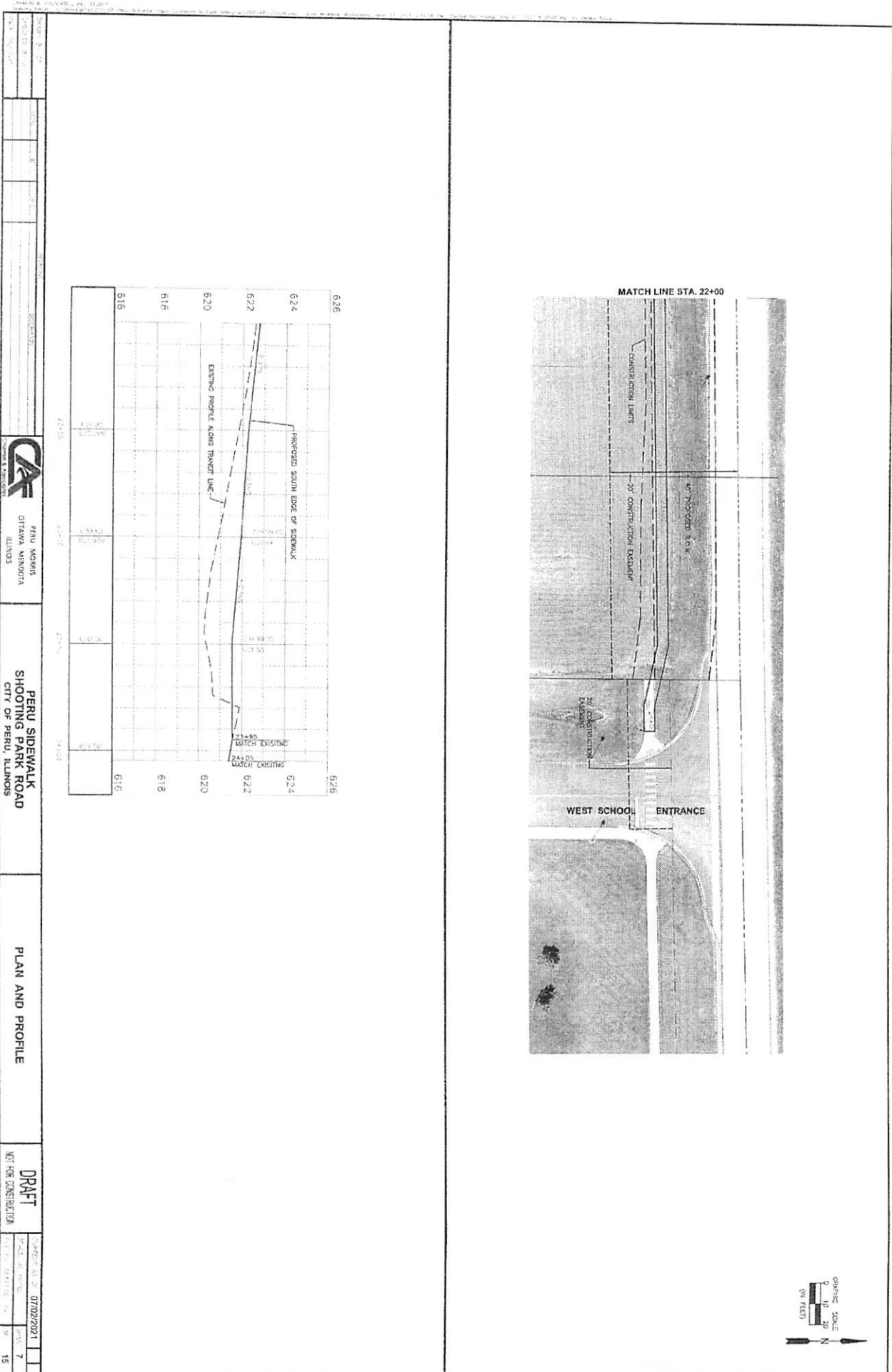




PROJECT NO.	DATE	BY	CHECKED BY	DATE	BY	PROJECT NAME	DATE	BY
PERU SIDEWALK	07/02/2021					SHOOTING PARK ROAD		
CITY OF PERU, ILLINOIS								
DRAFT								
NOT FOR CONSTRUCTION								
15								



PROJECT NO. 07-001		SHEET NO. 15	
PROJECT NAME: PERU SIDEWALK		CITY OF PERU, ILLINOIS	
DESIGNER: PERU MOORE		DATE: 07/02/2021	
DRAWN BY: J. MOORE		CHECKED BY: J. MOORE	
APPROVED BY: J. MOORE		DATE: 07/02/2021	
PROJECT LOCATION: SHOOTING PARK ROAD		PROJECT TYPE: PLAN AND PROFILE	
PROJECT STATUS: DRAFT		PROJECT PHASE: NOT FOR CONSTRUCTION	



PERU MORRIS
OTTAWA MEMORIAL
ILLINOIS

PERU SIDEWALK
SHOOTING PARK ROAD
CITY OF PERU, ILLINOIS

PLAN AND PROFILE

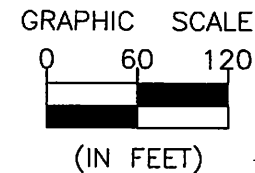
DRAFT
NOT FOR CONSTRUCTION

DATE	07/02/2021
BY	7
CHK	15

PERMANENT EASEMENT PLAT FOR

PART OF THE NORTHWEST QUARTER OF SECTION 17
T. 33 N., R. 1 E. OF THE 3RD P.M.

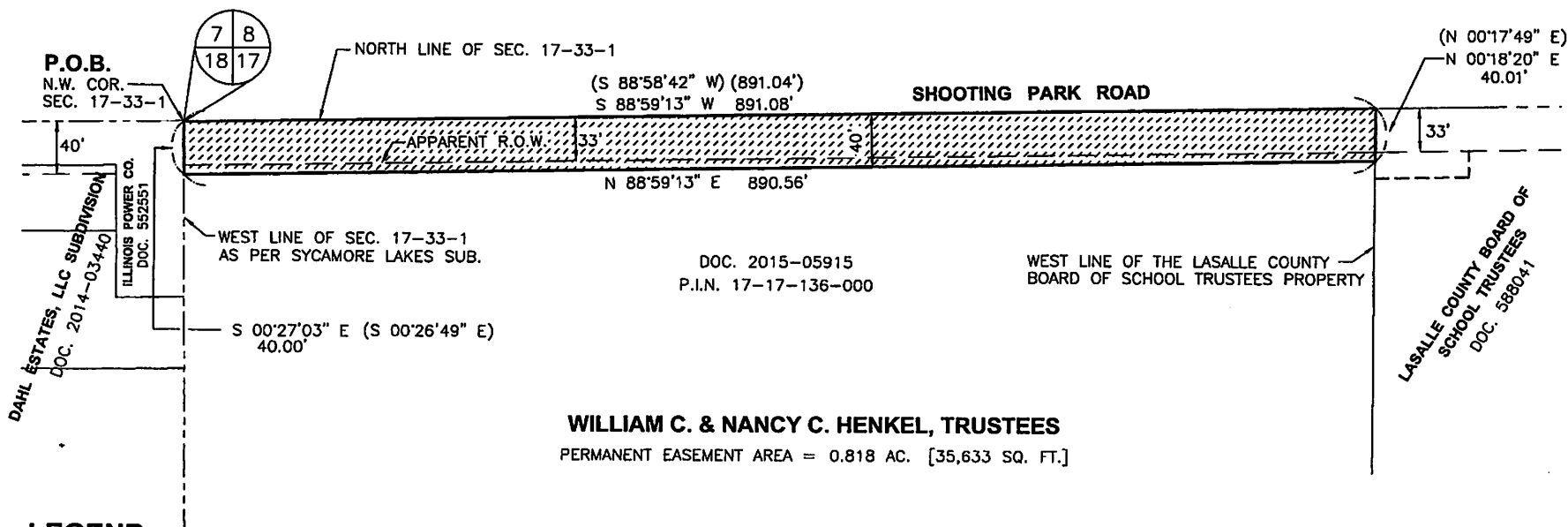
CITY OF PERU
SEPTEMBER, 2021



EXHIBIT

B

tabbles



WILLIAM C. & NANCY C. HENKEL, TRUSTEES

PERMANENT EASEMENT AREA = 0.818 AC. [35,633 SQ. FT.]

LEGEND

- PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY LINE
- SECTION LINE
- P.O.B.** POINT OF BEGINNING
- (XXXX) BY DEED



PERU MORRIS
OTTAWA MENDOTA
ILLINOIS

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

ILL. PLS NO. 035-003788

DATE 9/10/2021



expires 11-30-2022

PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-001717
miker@chamlin.com

PERMANENT EASEMENT

LEGAL DESCRIPTION

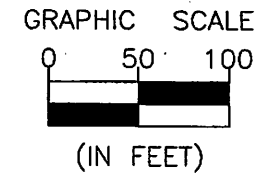
That part of the Northwest Quarter of Section 17, Township 33 North, Range 1 East of the Third Principal Meridian in LaSalle County, Illinois described as follows and bearings used herein are for description purposes only:

Beginning at the Northwest Corner of said Section 17; thence South 00° 27' 03" East 40.00 feet along the West Line of said Section 17 as per Sycamore Lakes Subdivision; thence North 88° 59' 13" East 890.56' to the West Line of the LaSalle County Board of School Trustees Property, thence North 00° 18' 20" East 40.01 feet along the aforementioned West Line to the North Line of the Northwest Quarter of said Section 17; thence South 88° 59' 13" West 891.08 feet to the Point of Beginning.

TEMPORARY CONSTRUCTION EASEMENT PLAT

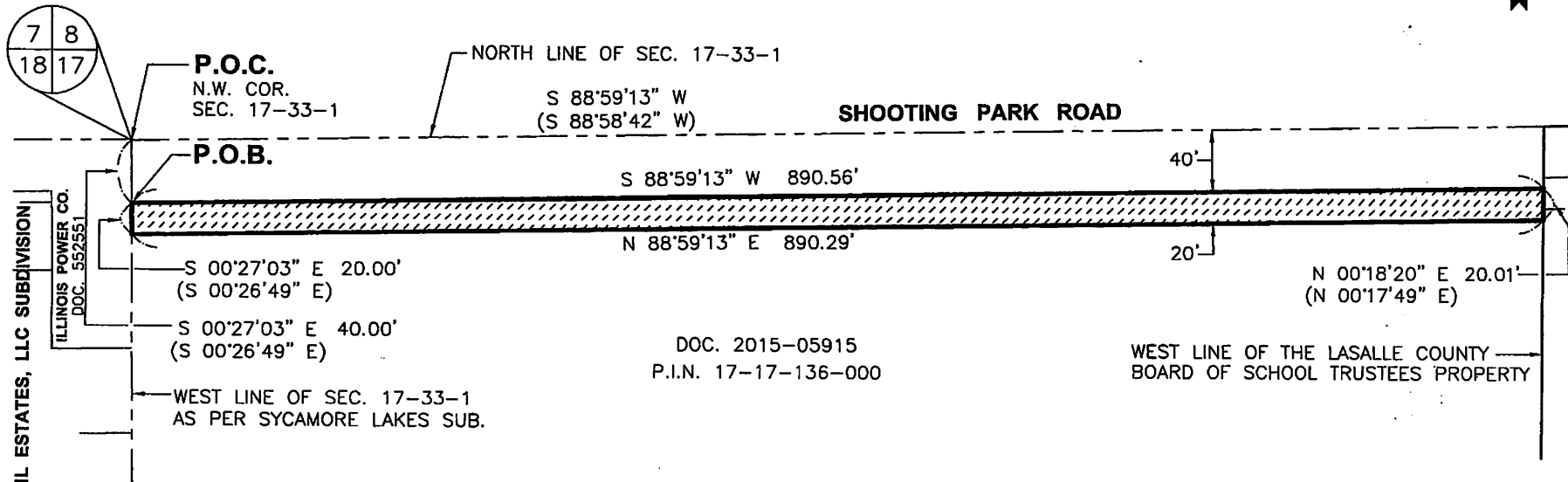
FOR
PART OF THE NORTHWEST QUARTER OF SECTION 17
T. 33 N., R. 1 E. OF THE 3RD P.M.

CITY OF PERU
SEPTEMBER, 2021



EXHIBIT

tabbles



LEGEND

TEMPORARY CONSTRUCTION EASEMENT

EXISTING RIGHT-OF-WAY LINE

SECTION LINE

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

(XXXX) BY DEED

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

ILL. PLS NO. 035-003788

DATE 9/10/2021



expires 11-30-2022

PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-001717
miker@chamlin.com



PERU MORRIS
OTTAWA MENDOTA
ILLINOIS

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 17, Township 33 North, Range 1 East of the Third Principal Meridian in LaSalle County, Illinois described as follows and bearings used herein are for description purposes only:

Commencing at the Northwest Corner of said Section 17; thence South 00° 27' 03" East 40.00 feet along the West Line of said Section 17 as per Sycamore Lakes Subdivision to the Point of Beginning; thence continuing South 00° 27' 03" East 20.00 feet along said West Line; thence North 88° 59' 13" East 890.29 feet to the West Line of the LaSalle County Board of School Trustees Property; thence North 00° 18' 20" East 20.01 feet along aforementioned West Line; thence South 88° 59' 13" West 890.56 feet to the Point of Beginning.

The Honorable Ken Kolowski
Mayor of the City of Peru
1901 Fourth Street
Peru, IL 61354

Dear Mr. Mayor,

LaSalle-Peru High School would like to request permission to hold the annual Homecoming Parade on **Wednesday, September 29, 2021 at 4:00 PM**. This year, as usual, the parade will line up at City Park in Peru. It will proceed east along Route 6 into LaSalle, south on Bucklin Street and east along First Street.

We would also like to request that No Parking signs be posted around the park on the day before the parade. It is much easier to line up the trucks, floats, band, etc. without cars parked along these streets.

You are invited to be a part of the parade. We would be delighted if the city would enter a float or car!

Please email Carie Lawrence (clawrence@lphs.net) & Will Zukowski (wzukowski@lphs.net) at the high school if you need any further information.

Thank you.

Sincerely,

Carie Lawrence, Student Council Advisor

Will Zukowski, Student Council Advisor

August 10, 2021

Sara Fitzpatrick
1217 Plain St.
Peru IL, 61354
(815) 878-8284

City of Peru
1901 4th St.
Peru, IL 61354

To Whom It May Concern,

We are writing to request permission to utilize the basketball courts at the Jay Happ Splash pad in Peru, IL for a birthday party. The dates in question are October 1st, 2nd, 8th, or 9th (the date is flexible based upon park availability). The space is needed for only one of the previously stated days from 4:00 – 10:00. This would allow a two hour setup prior to the start of the event. Guests would arrive at 6:00 PM. We are expecting 40 guests throughout the evening. Music would be provided by a local D.J. We have taken the initiative to speak with the neighbors surrounding the venue. Everyone is on board and invited to the event.

Please let us know if you need any additional information. We look forward to using this space for our celebration.

Sincerely,

Sara Fitzpatrick

spiscia@peru.il.us