



City of Peru



David R. Bartley
City Clerk

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815-223-0061 • fax: 815-223-9489 www.peru.il.us dbartley@peru.il.us

AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JUNE 6, 2022

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

ROLL CALL

7:00 P.M.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PRESENTATION

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

REGULAR MINUTES OF MAY 23, 2022

PERU POLICE DEPARTMENT MONTHLY REPORT FOR APRIL 2022

PERU VOLUNTEER AMBULANCE SERVICE INC. ACTIVITY SUMMARY FOR MONTH OF APRIL 2022

COMMITTEE REPORTS

1. FINANCE COMMITTEE

DISBURSEMENTS for June 8, 2022

Motion to approve fireworks agreement with J&M Displays in the amount of \$32,000

2. **PUBLIC SERVICES COMMITTEE**

Motion to approve sole source award for Schweickert Stadium Grandstand and Press Box to Dant Clayton for \$707,500

Motion to approve sole source award for Schweickert Stadium Seating and Seating Mounting (577 seats) to Carroll Seating for \$146,800

3. **FIRE & POLICE COMMITTEE**

Motion to approve purchase of air-paks from MES in the amount of \$157,719.00 (Fire Department)

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTION

MINUTES OF PUBLIC HEARING ON PETITION OF DAVID M. NEILL CONCERNING ANNEXATION AND ZONING OF CERTAIN PROPERTY CONSISTING OF 46.9+ ACRES, COMMONLY KNOWN AS 35102 1500 NORTH AVENUE IN UNINCORPORATED BUREAU COUNTY, ILLINOIS (Bureau County PINS 18-13-100-008 and 18-13-300-013)

MINUTES OF PUBLIC HEARING ON PETITION OF JORDAN AND MEGHAN LUTES CONCERNING PROPERTY LOCATED AT 1307 HERBERT STREET IN THE CITY OF PERU, ILLINOIS

AN ORDINANCE GRANTING A VARIANCE AS SOUGHT BY THE PETITION OF JORDAN AND MEGHAN LUTES CONCERNING PROPERTY LOCATED AT 1307 HERBERT STREET IN THE CITY OF PERU, ILLINOIS

AN ORDINANCE AUTHORIZING THE EXECUTIO OF A LAND LEASE AGREEMENT BY AND BETWEEN THE CITY OF PERU, LASALLE COUNTY, ILLINOIS AND JMX HELICOPTERS, LLC

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

Motion to seek applicants for Electrical Operations Manager

PETITIONS AND COMMUNICATIONS

ITEM NO. 1 *Communication from Riverfront Bar & Grill requesting 1 hour extension of “Day Hours” and the 65 dba sound limit for outdoor music to 11:00 p.m. on June 11, 2022*

ITEM NO. 2 *Communication from Angela Edgcomb requesting permission to close Wynnewood Lane between Luther Drive and Sunset Drive on Saturday, July 2nd from 10am-10pm for a neighborhood block party*

MAYOR'S NOTES

PUBLIC COMMENT

CLOSED SESSION

MEETINGS HELD TO DISCUSS THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OR LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY

ADJOURNMENT

CITY OF PERU REGULAR COUNCIL MEETING MAY 23, 2022

A regular meeting of the Peru City Council was called to order by Mayor Ken Kolowski in the Peru City Council Chambers on Monday, May 23, 2022, at 7:00 p.m.

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

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

PUBLIC COMMENT

PRESENTATION

Police Chief Bob Pyszka initiated the swearing in of K-9 Officer Matt Peters to the rank of Sergeant, a move that takes effect May 29. Chief Pyszka stated he will succeed Sergeant. Rick Piscia, who is retiring June 9 after working at the Peru Police Department for more than 20 years. Chief Pyszka stated Sergeant Peters was selected after taking and scoring the highest on the sergeant's test. Chief Pyszka stated Peters started his law enforcement career in 2005 with the Mendota Police Department and was hired by the Peru Police Department in 2008. Chief Pyszka reported that since being hired in Peru, he has worked in the patrol, detective and K-9 divisions. He is a member of the Peru Emergency Response Team. He's a child safety seat technician, a lead homicide investigator and also a certified pistol and rifle instructor. Chief Pyszka stated he's received numerous letters of appreciation and commendation throughout his career. Chief Pyszka stated he believes Sergeant Peters will make a great addition to the management team and looks forward to him taking his next step in his career here at the Peru Police Department.

Alderman Lukosus thanked all who supported and volunteered at the TBM Avengers and Salute to Veterans event. Alderman Lukosus specifically thanked PSM/Fire Chief Jeff King, Police Chief Bob Pyszka, Aldermen, CSO Member Chris Perra and all volunteers. Alderman Lukosus stated the volunteers really work their tails off. Alderman Lukosus stated it's really a community event; you can feel the sense of community out there. Alderman Payton said the annual TBM Avenger Reunion has become Peru's signature event. Alderman Payton stated the TBMs when they do their run up at night where they fire it up and the flames come out, those pictures have been on national magazines, and also thanked Police Chief Pyszka and PSM/Fire Chief King. Alderman Payton stated this is the only event across the country where it is free, and that's because of all of the support that the city gives, all of our community. Mayor Kolowski stated Friday night was an amazing show. Alderman Lukosus stated he will have more concrete information about the TBM event after organizers have a debriefing meeting.

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

Mayor Kolowski presented the Regular Minutes of May 9, 2022 and Special Meeting Minutes of May 16, 2022. Alderman Waldorf made a motion the minutes be received and placed on file. Alderman Lukosus seconded the motion; motion carried.

FINANCE AND SAFETY COMMITTEE

Alderman Payton presented the following disbursements for payment on May 25, 2022:

<u>FUND NAME</u>	<u>TOTAL EXPENSES</u>
General Fund	\$706,711.39
Industrial TIF	11,565.84

CITY OF PERU REGULAR COUNCIL MEETING MAY 23, 2022

Commercial TIF	6,409.95
Downtown TIF	6,744.39
Mall TIF	3,185.10
Utility Fund	2,681,977.16
Landfill Fund	6,419.00
Airport Fund	<u>22,332.97</u>
Total	\$3,445,345.80

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

Alderman Payton made a motion to approve \$250,000 investment into Morgan Stanley B, CD at 3.10% for 3 years. Alderman Tieman seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf and Lukosus voting aye; Aldermen Sapienza and Buffo absent; motion carried.

Alderman Tieman made a motion to approve \$200 donation to the Boy Scouts of America LaSalle Peru Founders Patrol Breakfast (June 22nd). Alderman Payton seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf and Lukosus voting aye; Aldermen Sapienza and Buffo absent; motion carried.

PUBLIC SERVICES COMMITTEE

Alderman Lukosus made a motion to approve the Ladzinski Cement Finishing Company final invoice for curb and sidewalk work along 11th Street from West Street to Grant Street in the amount of \$15,974.00. Alderman Edgcomb seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf and Lukosus voting aye; Aldermen Sapienza and Buffo absent; motion carried.

Alderman Edgcomb made a motion to approve John Pohar & Sons final invoice for Wenzel Road water main improvements in the amount of \$133,759.00. Alderman Waldorf seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf and Lukosus voting aye; Aldermen Sapienza and Buffo absent; motion carried.

Clerk Bartley presented a proposed resolution entitled:

RESOLUTION NO. 2022-07

RESOLUTION FOR IDOT PERMIT FOR AREA 5 PHASE 1 SEWER SEPARATION

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

CITY OF PERU REGULAR COUNCIL MEETING MAY 23, 2022

POLICE AND FIRE COMMITTEE

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

Clerk Bartley presented the minutes of public hearing concerning property generally located north of Interstate 80 and west of Plank Road in the City of Peru, Illinois. Alderman Lukosus made a motion the minutes be received, placed on file and concur with the recommendation. Alderman Payton seconded the motion; motion carried.

Clerk Bartley presented a proposed ordinance entitled:

ORDINANCE NO. 6658

AN ORDINANCE APPROVING THE FINAL PLAT OF MASTER-VIEW PARK SUBDIVISION AND GRANTING WAIVERS AS SOUGHT BY THE PETITION OF THE CITY OF PERU, ILLINOIS

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

Clerk Bartley presented a proposed ordinance entitled:

ORDINANCE NO. 6659

AN ORDINANCE AMENDING SECTION 110-93(a) OF THE CITY OF PERU CODE OF ORDINANCES CONCERNING STOP SIGNS

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

Clerk Bartley presented a proposed ordinance entitled:

ORDINANCE NO. 6660

AN ORDINANCE AMENDING CHAPTER 102 – TAXATION, ARTICLE II, HOTEL OR MOTEL ROOM RENTAL TAX, OF THE CITY OF PERU CODE OF ORDINANCES

Alderman Tieman made a motion the ordinance be adopted as written and read. Alderman Ballard seconded the motion. Alderman Payton expressed his current decision to vote no under the present and economic conditions (inflation and higher gas prices), the optics of increasing the hotel tax would not be right. Alderman Payton stated believed the tax would be increased sometime down the road. Alderman Waldorf stated he will vote no because he believed people would view it cynically as another tax increase at a time when the city doesn't need the revenue. Alderman Edgcomb stated he will vote no. Alderman Ballard noted the 2% increase is insignificant and a moot point. Alderman Lukosus stated understands but noted the TBM Avenger Reunion was a beneficiary of the hotel tax, and it's that revenue source that allows the city to contribute to these types of events. Mayor Kolowski stated he is in favor but maybe the time isn't the best. Mayor Kolowski stated he will vote yes and believes while the timing could be better but the positives outweigh the negatives. Clerk Bartley called the roll with Aldermen Ballard, Tieman, and Lukosus voting aye; Aldermen Payton, Edgcomb, Waldorf voting nay; Mayor Kolowski voting aye; Aldermen Sapienza and Buffo absent; motion carried.

CITY OF PERU REGULAR COUNCIL MEETING MAY 23, 2022

Clerk Bartley presented a proposed ordinance entitled:

ORDINANCE NO. 6661

AN ORDINANCE AMENDING CHAPTER 50 – HEALTH AND SANITATION, ARTICLE II. NOISE, SECTION 50-32, EXEMPTIONS, OF THE CITY OF PERU CODE OF ORDINANCES

Alderman Tieman made a motion the ordinance be adopted as written and read. Alderman Ballard seconded the motion. Mayor Kolowski said the business (Riverfront Bar and Grill) admitted there is no monetary gain in having louder music, but it stands to make more money with prolonged live music. Mayor Kolowski said Riverfront would likely request four nights of an hour longer music, along with a live July 3 show. He said residents that live near the bar didn't mind the proposal. Mayor Kolowski stated no special requests have been reviewed by the council yet. Alderman Tieman reminded his colleagues on the council the ordinance would apply for every business in the city, not just Riverfront, including ones within neighborhoods. Alderman Tieman stated the city will need to keep tabs on which permits it allows and follow through with the compliance to make sure it is implementing requests fairly. Police Chief Bob Pyszka said his department will have zero tolerance for any businesses granted special requests that go beyond their deadline for live music, or allowance for decibel level. Chief Pyszka stated businesses that violate the city's ordinance normally receive a warning, but ones that receive special requests and violate those allowances from the council will be ticketed. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Waldorf and Lukosus voting aye; Aldermen Sapienza and Buffo absent; motion carried.

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

Clerk Bartley presented a petition from David M. Neill requesting annexation and zoning for property located at 35102 1500 North Avenue in unincorporated Bureau County, Illinois. Alderman Lukosus made a motion the petition be received, placed on file and referred to the Planning/Zoning Commission for review and recommendation. Alderman Waldorf seconded the motion; motion carried.

Clerk Bartley presented a communication from Crossbridge Community Church requesting permission to hold an event at Centennial Park on July 17th from 5pm-7pm; to include food trucks. Alderman Payton made a motion the communication be received, placed on file and permission granted. Alderman Ballard seconded the motion; motion carried.

Clerk Bartley presented a petition from Joe Jackson expressing interest in the vacant building east of 1517 Water Street, Peru, IL. Alderman Lukosus made a motion the petition be received, placed on file and referred to the Engineering and Zoning Department. Alderman Waldorf seconded the motion; motion carried.

MAYOR'S NOTES

Mayor Kolowski congratulated all the area graduates.

Mayor Kolowski reported the Splash Pad will open May 28th.

CITY OF PERU REGULAR COUNCIL MEETING MAY 23, 2022

Mayor Kolowski stated banner and bunting for boy and girls little league will be up in the parks for Little League Week (June 6 -11)

Mayor Kolowski reported Peru Boy Scout Troop 123 picked up trash along Pike Street.

Mayor Kolowski reported June 2nd is opening day for the IV Pistol Shrimp.

Mayor Kolowski thanked all the volunteers of the TBM Avengers and Salute to Veterans program.

CLOSED SESSION

PUBLIC COMMENT

ADJOURNMENT

Alderman Tieman made a motion that the meeting be adjourned. Alderman Lukosus seconded the motion and motion carried. Meeting adjourned at 7:42 p.m.

Peru Police Department
Monthly Report / April 2022

Date: May 23, 2022

To: Mayor Kolowski, City Clerk Bartley,
and Members of the City Council

From: Chief Robert A.Pyszka

Month/Year: April 2022

Peru Police Department

Department Roster (Serving Since)

Sworn Personnel

Chief Robert Pyszka	10/2/1990
Deputy Chief Sarah Raymond	6/20/2004
Lieutenant Douglas Bernabei	7/1/2006
Detective Commander Dennis Hocking	9/25/1997
Sergeant Edward DeGroot	12/28/1995
Sergeant Scott DeGroot	1/9/2000
Sergeant Rick Piscia	6/15/2000
Sergeant Arthur Smith	8/18/2002
Officer Adam Conness	9/16/1996
Officer Mark Credi	9/23/1997
Officer John Atkins	8/12/2002
Detective Amy Sines	9/22/2003
Officer Nick Biagioni	5/7/2007
Officer Ben Bentley	7/30/2007
SIU Detective Brad Jones	10/1/2007
Officer Jeff Paul	11/28/2007
K-9 Officer Matt Peters	1/7/2008
K-9 Officer Ryan Kowalczyk	9/1/2010
Officer Brad Anderson	6/28/2015
Officer Aaron Querciagrossa	9/12/2016
Officer Josh Theisinger	7/31/2017
Officer Brendan Sheedy	9/3/2019
Officer Michelle Leary	9/14/2020
Officer Hunter Wright	11/9/2020
Officer Alec Lindemann	4/4/2022
Part-time Officer William Sommer	1/13/2020

Full-time Civilian Personnel

Administrative Assistant Michelle Wagner	5/10/1993 F/T 01/01/1996
Community Service Officer Blake Frund	2/26/2018
Public Safety TC Christie DeGroot	7/6/2021

Part-time Civilian Personnel

Custodian Jeri Etscheid	12/7/2012
Crossing Guard Beverly Eich	1/14/2002
Crossing Guard Katherine Baker	9/3/2002
Crossing Guard Jacqueline Caputo	8/17/2009
Crossing Guard Debra Kurrle	8/23/2010
Crossing Guard Jeri Etscheid	8/21/2013
Crossing Guard Courtney Wagner	8/20/2014
Crossing Guard Paul Etscheid	8/17/2015
Crossing Guard Lisa Vondrehle	11/8/2016

Operations Report

April 2022

Reports

Police-total calls for service/officer initiated activities	1994
Total case reports written	78
Total Accidents Investigated	45
(State reports) \$1500 damage or injuries	29
(CAD reports) under \$1500 damage	16
Motorist Assist	69
Alarms Received	25

Vehicles

Total Vehicle Mileage	17,900
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Fines / Fees / Grants / Reimbursements

April 2022

Court Dispositions/Traffic Fines	\$2,894.21
Administrative Adjudication Fines	\$2,705.00
D.U.I. Equipment Fund	\$0.00
Drug Enforcement Fund PPD Cases	\$0.00
Drug Enforcement Forfeitures	\$0.00
Court Supervision/Squad Car Fund	\$0.00
Vehicle Impound Fees	\$1,000.00
Photocopying Fees	\$415.71
Parking Ticket Fines	\$480.00
Warrant Fees	\$0.00
Grants Received in Dollars	\$0.00
Reimbursements Received	\$0.00

Total Police Income for Month	\$7,494.92
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Traffic Enforcement

April 2022

Citations

Total Citations Issued including ADJ	67
Speeding Citations Issued	8
DUI Citations Issued	2
All Other Traffic Citations Issued	43
Parking Citations Issued	8
Total Number of Traffic Stops	152

Warnings

Vehicles stopped & driver given warning (written and verbal warnings)	114
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Freedom of Information Act (FOIA)

April 2022

Total Number of Requests	26
Manhours Expended	9.5
Total Employee Cost	\$472.53

Administrative Adjudication Monthly Report

Citations

April 2022

Traffic & Non-Traffic Citations

Traffic Charges Filed	7
Non-Traffic Charges Filed	13
Total Charges Filed	20

Non-Traffic Citation Break-Down

Animal Violations	1
Burning Violations	2
Criminal Trespass	0
Disorderly Conduct	0
Illegal Consumption/Possession Alcohol	0
Noise Violations	0
Parking	2
Property Maintenance	3
Retail Theft	4
All Other Miscellaneous	1

Dispositions

April 2022

Pre-Paid Prior to Hearing	10
Admitted Liable/Pled Guilty	3
Failed to Appear/Default	4
Continued	1
Contested Hearing/Found Liable	1
Contested Hearing/Found Not Liable	0
Contested Hearing/Dismissed For Cause	1

Fines / Fees / Payments Collected

April 2022

Impound Fees Paid	\$1,500.00
Adjudication Fees Paid	\$2,705.00
Fees Collected from Previous Months	\$0.00
Total	\$4,205.00

Fines / Fees / Payments Time to Pay Given

April 2022

Impound Fee Payment Plan/Collection Pending	\$0.00
Adjudication Fees Payment Plan/Collection Pending	\$2,150.00
Total	\$2,150.00

Administrative Officer Fees Paid

April 2022

Administrative Officer Fees Paid	\$500.00
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Community Presentations and Meetings

4/1/2022	Lieutenant Bernabei	IVRD Scheduling Meeting
4/4/2022	Chief Pyszka	LaSalle County Board Meeting
4/4/2022	Chief Pyszka	Flock Safety Meeting
4/4/2022	Deputy Chief Raymond	Tracewire Demo FTO Program
4/5/2022	Deputy Chief Raymond	Jelani Day Task Force Meeting
4/7/2022	Chief Pyszka	LPHS Safe School Task Force
4/7/2022	Chief Pyszka	Department Head Meeting
4/8/2022	Deputy Chief Raymond	Sergeant Performance Meeting
	All Sergeants	Sergeant Performance Meeting
4/9/2022	Lieutenant Bernabei	TBM Meeting
4/11/2022	Deputy Chief Raymond	Public Services Committee
	Deputy Chief Raymond	Police and Fire Committee
	Deputy Chief Raymond	City Council Meeting
4/11/2022	Lieutenant Bernabei	IVRD Insurance
4/12/2022	Lieutenant Bernabei	IVRD Kmetz on site
4/12/2022	Lieutenant Bernabei	IVRD Associate Member
4/13/2022	Lieutenant Bernabei	IVRD Financial/HR Services
4/19/2022	Chief Pyszka	Taste of IV Meeting
	Deputy Chief Raymond	Taste of IV Meeting
	CSO Frund	Taste of IV Meeting
4/19/2022	Deputy Chief Raymond	Maitri Path Wellness Introduction
4/20/2022	Various Members	Sergeant Written Examination BFPC
4/21/2022	Deputy Chief Raymond	Health and Wellness Committee
	Admin Wagner	Health and Wellness Committee
	CSO Frund	Health and Wellness Committee
4/22/2022	Chief Pyszka	PPD Pension Board
	Cmdr. Hocking	PPD Pension Board
	Ofc. Credi	PPD Pension Board
4/22/2022	Deputy Chief Raymond	CF Industries Active Shooter Planning
4/25/2022	Chief Pyszka	Police and Fire Committee
	Chief Pyszka	Public Services Committee
	Chief Pyszka	Finance Committee
	Chief Pyszka	City Council Meeting
4/26/2022	Lieutenant Bernabei	IVRD Board Meeting
4/27/2022	Chief Pyszka	DEA Task Force Meeting
4/27/2022	Deputy Chief Raymond	Planning and Zoning Board Meeting
4/27/2022	Various Members	digiTICKET Presentation
4/28/2022	Various Members	Sergeant Oral Interviews BFPC
4/28/2022	Deputy Chief Raymond	Aruka Institute of Healing Collaboration

Community Service Officer Report

April 2022

Abandoned Vehicles	2
Administrative Duties	22
All Other City Ordinances	5
Animal Complaints	2
Assisted Fire/EMS	12
Assisted Police	2
Assists	1
Building/Zoning	2
Burning Complaint	1
Car Seat Installations	3
Community Contacts/School Walk Through	14
Extra Patrol	0
Failure to Register (Warrant Issued)	0
Fingerprints	3
Follow-ups/Meetings	70
Found article	1
High Grass/Clippings	3
IDOC Releases	0
Information CADs	5
Motorist Assists	12
Parade Details	0
Park Security Checks	90
Parking Complaints	6
Private Property Accidents	0
Property Maintenance	12
Public Works	5
Roadway Obstruction	0
School Crossing	12
Sex/Violent Offender Registrations/verification	1
Shopping Detail	0
Special Details	3
Traffic Control	2
Training	1
Utilities Complaint	0
Vehicle Disposals	3
Vehicle Maintenance	19

Total	314
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Citations

ADJ	5
Parking	1

Fw: Thank you

Bob Pyszka <chief@perupolice.org>

Wed 4/6/2022 7:37 AM

To: Adam Conness <aconness@perupolice.org>; Amy Sines <asines@perupolice.org>; Art Smith <asmith@perupolice.org>; Ben Bentley <bentley@perupolice.org>; Bill Sommer <wsommer@perupolice.org>; Brad Jones <bjones@perupolice.org>; Blake Frund <cso@perupolice.org>; Brad Anderson <banderson@perupolice.org>; Brendan Sheedy <bsheedy@perupolice.org>; Dennis Hocking <dhocking@perupolice.org>; Ed Degroot <edegroot@perupolice.org>; Hunter Wright <hwright@perupolice.org>; John Atkins <jatkins@perupolice.org>; Josh Theisinger <josht@perupolice.org>; Jeff Paul <jpaul@perupolice.org>; Mark Credi <mcredi@perupolice.org>; Michelle Wagner <records@perupolice.org>; Michelle Leary <mleary@perupolice.org>; Matt Peters <mpeters@perupolice.org>; Nick Biagioni <nbiagioni@perupolice.org>

Nice job John, this email will be added to your personnel file as well as the monthly report.

Chief Robert Pyszka
Peru Police Department
2650 N. Peoria Street
Peru Illinois 61354
815-224-6010



From: Mary Dalton <nomad93@comcast.net>

Sent: Tuesday, April 5, 2022 9:59 PM

To: Bob Pyszka <chief@perupolice.org>

Subject: Thank you

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would like to say thank you to one of your officers who came to my aid today at Casey's on Shooting Park Road. I think his name was Officer Adkins. He unlocked my car for me. I had locked my car leaving my keys, purse, phone, and my canes in it. Please tell him this disabled old lady greatly appreciates the kindness he did for me today.

Sincerely,
Mary Rauh Dalton

Sent from my iPhone



City of Peru

Kenneth B. Kolowski
Mayor



P.O. Box 299 • 1901 Fourth Street • Peru, IL 61354-0299
815-223-1148 • fax: 815-223-9381 • www.peru.il.us • kkolowski@peru.il.us



April 25, 2022

Peru Police Dept.
2650 N. Peoria St.
Peru, IL 61354

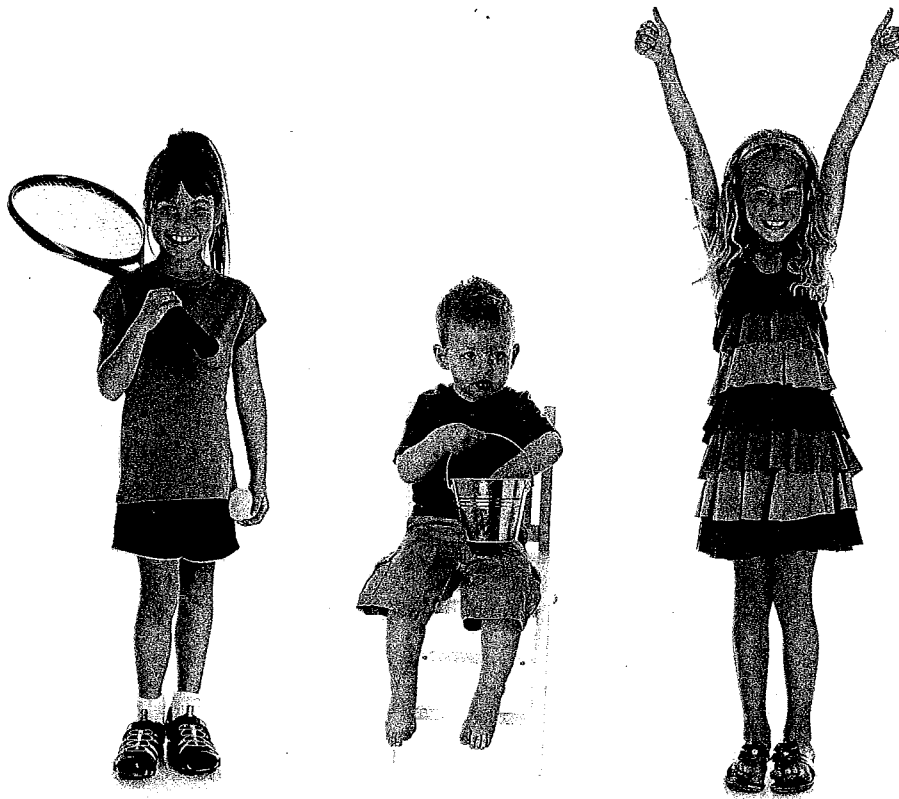
Dear Peru Police Department,

I would like to take the time to personally thank you for sponsoring a Peru Little League Team. It is great to see local businesses being a part of youth sports. Peru Little League Baseball provides opportunities for many local kids to stay active and to interact with others through sports. It also provides great coaching and instruction for young players that they will take with them into High School.

Your generosity and sponsorship are greatly appreciated! It is sponsors that make it all possible

Sincerely,

Ken Kolowski
Mayor



**TOGETHER WE CAN DO SO MUCH MORE
TO STRENGTHEN OUR COMMUNITY.**

THANK YOU

*We would like to thank you for
being a vendor for our IV YMCA Healthy
Kids Day.*

*We appreciate your support and
hope to have you back in 2023.*

YMCA of the Illinois Valley/Mendota

Carman

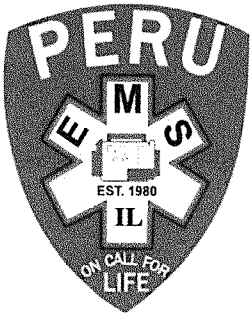
Sarah Joanne

Chris

Roggy

Val

Donna Miller



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 April 2022

Date: Thursday, May 19, 2022

The Peru Volunteer Ambulance Service responded to three hundred seven (307) patient/calls during the month of April. The three hundred seven (307) patient/calls included one hundred eighty (180) emergencies for Peru, four (4) emergencies for Dimmick, one (1) emergency for Peru Township, and one hundred nineteen (119) transfers. Of the one hundred eighty-five (185) emergencies, one hundred twenty-two (122) patients were transported, fifty-seven (57) patients refused treatment, and six (6) were disregarded.

Peru Volunteer Ambulance Service, Inc. responded to one (1) Mutual Aid requests with Earlville EMS, and two (2) Motor Cross Standby requests.

The total mileage logged was 11,587 miles for the month of April.

BCH:seb

City of Peru Disbursements to be Paid 06/08/2022
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FUND	FUND NAME	
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10	General Fund	439,303.04
15	Insurance Fund	122,556.42
21	Garbage Fund	73,174.50
60	Utility Fund	565,685.41
85	Airport Fund	106,404.88

	\$	1,307,124.25
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VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
PERU POLICE DEPT	10 -4-00-54-3380	MAY DEBT RCVRY-IMPOUND	567.00	GENERAL	NA	ILLEGAL PARKING VIOLATION
VERIZON WIRELESS	10 -5-11-92900	815-780-0170 KOLOWSKI	72.67	GENERAL	MAYOR'S OFFICE	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-12-92900	815-200-2945 PUB SVCS	74.48	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-12-92900	815-200-5094 PISCIA	72.67	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-12-92900	815-228-1449 BARTLEY	72.43	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
DUNCAN & BRANDT	10 -5-14-54950	ADJ HEARING-MAY22	166.67	GENERAL	CITY ENGINEER	ADM HEARING EXP
ERIC CARLS	10 -5-14-65500	FUEL EXP	263.40	GENERAL	CITY ENGINEER	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	10 -5-14-65500	FUEL-ENGINEER	588.67	GENERAL	CITY ENGINEER	FUEL & OIL VEHICLES
VERIZON WIRELESS	10 -5-14-92900	815-228-9981 ENGINEER	74.25	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-14-92900	815-830-1239 BLDG INSP	74.25	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-14-92900	815-993-1511 ZBOROWSKI	72.43	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
CONNECTING POINT COMPUT	10 -5-15-51220	WEBSITE EXTENSIONS	120.00	GENERAL	ADMINISTRATIVE	R&M/WEBSITE
DUNCAN & BRANDT	10 -5-15-54950	ADJ HEARING-MAY22	166.67	GENERAL	ADMINISTRATIVE	ADM HEARING EXP
LASALLE PUBLISHING/LEGA	10 -5-15-56200	BIDS-SCHWEIKERT ARENA	263.54	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	HEARING ZONING COMM	232.04	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
COMCAST	10 -5-15-65200	EOC CABLE TO 6/22	148.18	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-15-65200	SUPPLIES	91.90	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
MAUTINO DIST CO INC	10 -5-15-65200	WATER	46.50	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
QUILL CORPORATION	10 -5-15-65200	SUPPLIES	185.10	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-15-65200	WIFI TO 5/15	182.05	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
IVAC	10 -5-15-91000	LUNCHEON	200.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
MCS ADVERTISING	10 -5-15-91000	MAY22 ECON DEV WEBSITE	1,000.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
OVAL WACKER CONSULTING	10 -5-15-91000	JUN22 CONSULTING	3,333.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
W.D. BOYCE COUNCIL	10 -5-15-94000	KOLOWSKI BFASST HOST	200.00	GENERAL	ADMINISTRATIVE	DONATIONS
PERU POLICE PENSION FUN	10 -5-16-46400	JUN22 CONTRIBUTION	83,333.33	GENERAL	POLICE	PPNS CONTRB/PPRT

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
BRAD JONES	10 -5-16-47100	JONES-CA	102.98	GENERAL	POLICE	CLOTHING ALLOWANCE
GALLS, AN ARAMARK CO. L	10 -5-16-47100	BENTLEY-ASP	62.09	GENERAL	POLICE	CLOTHING ALLOWANCE
GALLS, AN ARAMARK CO. L	10 -5-16-47100	DEGROOT E CA	130.97	GENERAL	POLICE	CLOTHING ALLOWANCE
RAY O'HERRON CO., INC	10 -5-16-47100	BIAGIONI CA	289.66	GENERAL	POLICE	CLOTHING ALLOWANCE
REEVES CO INC	10 -5-16-47100	NAMEPIN/ATTCHMNTS	45.75	GENERAL	POLICE	CLOTHING ALLOWANCE
STREICHERS	10 -5-16-47100	BENTLEY CA	119.98	GENERAL	POLICE	CLOTHING ALLOWANCE
GALLS, AN ARAMARK CO. L	10 -5-16-47110	PATROL BADGE	98.14	GENERAL	POLICE	OTHER UNIFORM
MAZE LUMBER COMPANY	10 -5-16-51100	POLICE WEEK SIGNS	147.26	GENERAL	POLICE	R&M/BUILDINGS
JP CHEVROLET	10 -5-16-51300	PPD#11 MNTNCE	72.64	GENERAL	POLICE	R&M/VEHICLES
POMP'S TIRE SERVICE	10 -5-16-51300	PPD46 TIRE REPAIR	31.80	GENERAL	POLICE	R&M/VEHICLES
INTEGRATED THERAPY	10 -5-16-53410	PSYCH EVAL	300.00	GENERAL	POLICE	EMPLOYMENT TESTING
DUNCAN & BRANDT	10 -5-16-54950	ADJ HEARING-MAY22	166.66	GENERAL	POLICE	ADM HEARING EXP
ART SMITH	10 -5-16-55500	TRNG MEALS-SMITH	55.30	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
COMCAST BUSINESS	10 -5-16-56100	POLC INTERNET TO 5/15	710.00	GENERAL	POLICE	TELEPHONE
COMCAST BUSINESS	10 -5-16-56100	POLC PHONE TO 5/15	397.67	GENERAL	POLICE	TELEPHONE
AMEREN ILLINOIS	10 -5-16-57100	13260-71020 2650 N PEORIA ST	688.75	GENERAL	POLICE	UTILITIES
ARAMARK UNIFORM SERVICE	10 -5-16-59900	POL-MAT SVC	32.16	GENERAL	POLICE	CONTRACTUAL SERVICE
EMERGENCY MEDICAL PRODU	10 -5-16-65200	MEDICAL SUPPLIES	3.69	GENERAL	POLICE	OPERATING SUPPLIES
LETTERKRAFT PRINTERS	10 -5-16-65200	POLC-ENVELOPES	291.15	GENERAL	POLICE	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-16-65500	FUEL-POLICE	7,264.96	GENERAL	POLICE	FUEL & OIL VEHICLES
PERU FIREFIGHTERS PENSI	10 -5-17-46400	JUN22 CONTRIBUTION	12,500.00	GENERAL	FIRE	FIRE PENS/PPRT CONTRIB
BALDIN'S GARAGE	10 -5-17-51300	FIRE F250 MNTNCE	1,352.39	GENERAL	FIRE	R&M/VEHICLES
CIT TRUCKS-PERU 2650	10 -5-17-51300	316 MNTNCE	410.99	GENERAL	FIRE	R&M/VEHICLES
CENTRAL IL RADIOLOGICAL	10 -5-17-53420	ABBOT-MED SVCS	55.00	GENERAL	FIRE	MEDICAL SERVICES
VERIZON WIRELESS	10 -5-17-56100	815-712-2165 FIRE DEPT1	74.25	GENERAL	FIRE	TELEPHONE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
VERIZON WIRELESS	10 -5-17-56100	815-712-2166 FIRE DEPT2	74.25	GENERAL	FIRE	TELEPHONE
AMEREN ILLINOIS	10 -5-17-57100	95733-05296 1503 4TH FIRE	1,128.32	GENERAL	FIRE	UTILITIES
CINTAS CORP #396	10 -5-17-59900	FIRE-MATS	27.30	GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORPORATION	10 -5-17-59900	FIRE-CABINET SVC	31.15	GENERAL	FIRE	CONTRACTUAL SERVICE
COMCAST CABLE	10 -5-17-59900	JUN22 CABLE	80.40	GENERAL	FIRE	CONTRACTUAL SERVICE
EAGLE ENGRAVING	10 -5-17-65200	MUMM MABAS TAGS	20.05	GENERAL	FIRE	OPERATING SUPPLIES
HINCKLEY SPRINGS	10 -5-17-65200	FIRE-WATER SVC	97.40	GENERAL	FIRE	OPERATING SUPPLIES
MCS ADVERTISING	10 -5-17-65200	FIRE DEPT TABLE THROW	540.00	GENERAL	FIRE	OPERATING SUPPLIES
MES-ILLINOIS	10 -5-17-65200	ADAPTER	46.31	GENERAL	FIRE	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-17-65500	FUEL-FIRE	2,027.56	GENERAL	FIRE	FUEL & OIL VEHICLES
MES-ILLINOIS	10 -5-17-66520	BOOTS	469.43	GENERAL	FIRE	TURNOUT/SAFETY GEAR
BALDIN'S GARAGE	10 -5-19-51300	D302 MNTNCE	4,999.82	GENERAL	STREET	R&M/VEHICLES
BALDIN'S GARAGE	10 -5-19-51300	D302 MNTNCE	4,895.59	GENERAL	STREET	R&M/VEHICLES
KING TIRE	10 -5-19-51300	S105 TIRES	670.00	GENERAL	STREET	R&M/VEHICLES
KING TIRE	10 -5-19-51300	S108 TIRES	854.00	GENERAL	STREET	R&M/VEHICLES
SAFETY-KLEEN SYSTEMS	10 -5-19-51300	WASHER SOLVENT	269.19	GENERAL	STREET	R&M/VEHICLES
LADZINSKI CEMENT FINISH	10 -5-19-51400	PLUM ST	11,940.00	GENERAL	STREET	R&M/STREETS
MAZE LUMBER COMPANY	10 -5-19-51400	SAND	46.90	GENERAL	STREET	R&M/STREETS
MAZE LUMBER COMPANY	10 -5-19-51400	STAKES	33.98	GENERAL	STREET	R&M/STREETS
MAZE LUMBER COMPANY	10 -5-19-51400	STAKES	136.00	GENERAL	STREET	R&M/STREETS
PLASTIC MART	10 -5-19-51400	TRUCK TANK	939.00	GENERAL	STREET	R&M/STREETS
IMUA-IL MUNICIPAL UTILI	10 -5-19-55510	APR22 SAFETY TRNG	250.00	GENERAL	STREET	SAFETY TRAINING
VERIZON WIRELESS	10 -5-19-56100	815-200-2897 PUB SVCS	74.25	GENERAL	STREET	TELEPHONE
AMEREN ILLINOIS	10 -5-19-57100	15285-27851 RT 251	60.71	GENERAL	STREET	UTILITIES
AMEREN ILLINOIS	10 -5-19-57100	35940-87050 4003 PLNK RD	1,923.34	GENERAL	STREET	UTILITIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
CINTAS CORPORATION	10 -5-19-59900	PW CABINET SVCS	16.67	GENERAL	STREET	CONTRACTUAL SERVICE
AIRGAS USA, LLC-NORTH D	10 -5-19-65200	PROPANE	144.50	GENERAL	STREET	OPERATING SUPPLIES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	1,493.40	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	1,562.29	GENERAL	STREET	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	10 -5-19-65500	FUEL-STREETS	1,272.00	GENERAL	STREET	FUEL & OIL VEHICLES
DEERE CREDIT INC	10 -5-19-72370	LEASE/PURCHASE 6/22	44.75	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-88400	LEASE/PURCHASE 6/22	3,819.18	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
VERIZON WIRELESS	10 -5-19-92900	815-228-1827 GARAGE	69.36	GENERAL	STREET	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-19-92900	815-202-6093 BIRKENBEUEL	72.67	GENERAL	STREET	MISCELLANEOUS EXP
SPRINGFIELD ELECTRIC	10 -5-22-51100	EMERG LIGHT	141.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
SPRINGFIELD ELECTRIC	10 -5-22-51100	REMOTE HEAD	53.60	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
ATOR	10 -5-22-51700	TOPSOIL	200.00	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
AMEREN ILLINOIS	10 -5-22-57100	77250-21000 1901 4TH	638.59	GENERAL	BUILDINGS & GROUNDS	UTILITIES
CONNIE BERG	10 -5-22-59900	CLEAN 5/21; 5/28	300.00	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
JOHNSON CONTROLS SECURI	10 -5-22-59900	CITY HALL QTRLY	353.73	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
LASALLE CO TREASURER	10 -5-22-91790	11-32-404-001/1841 MAY RD	7,593.84	GENERAL	BUILDINGS & GROUNDS	PROPERTY TAX
LASALLE CO TREASURER	10 -5-22-91790	11-32-404-005/1839 MAY RD	3,986.49	GENERAL	BUILDINGS & GROUNDS	PROPERTY TAX
G L SCHERI ELECTRIC	10 -5-23-51200	TIRE-DUP PAY	(170.44)	GENERAL	PARKS	R&M/EQUIPMENT
SPRINGFIELD ELECTRIC	10 -5-23-51212	KEYS	27.08	GENERAL	PARKS	R&M/PARK EQUIPMENT
SPRINGFIELD ELECTRIC	10 -5-23-51212	KEYS	54.16	GENERAL	PARKS	R&M/PARK EQUIPMENT
SPRINGFIELD ELECTRIC	10 -5-23-51700	FOOD TRUCK HOOKUP	4.61	GENERAL	PARKS	R&M/GROUNDS
CINTAS CORPORATION	10 -5-23-59900	GARAGE-CABINET SVCS	22.24	GENERAL	PARKS	CONTRACTUAL SERVICE
CONNOR CO	10 -5-23-65200	SINK/FAUCET	389.67	GENERAL	PARKS	OPERATING SUPPLIES
ULINE	10 -5-23-65200	RECEPTACLES/SUPPLIES	4,622.48	GENERAL	PARKS	OPERATING SUPPLIES
MIKE MIGLIO	10 -5-23-65210	MUSIC/OAKS 6/3	750.00	GENERAL	PARKS	EVENTS/PROGRAMS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
US BANK VOYAGER FLEET S	10 -5-23-65500	FUEL-PARKS	949.52	GENERAL	PARKS	FUEL & OIL VEHICLES
FIRST WESTERN EQUIPMENT	10 -5-23-72370	LEASE DOC FEE	150.00	GENERAL	PARKS	LEASE FINANCING FEES
FIRST WESTERN EQUIPMENT	10 -5-23-88000	LEASE/PURCHASE	550.17	GENERAL	PARKS	NEW EQUIPMENT
VERIZON WIRELESS	10 -5-23-92900	815-681-8600 RECR DIR	74.25	GENERAL	PARKS	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-23-92900	815-200-5058 THORSON	72.67	GENERAL	PARKS	MISCELLANEOUS EXP
G L SCHERI ELECTRIC	10 -5-24-51200	CMTRY MOWER MNTNCE	424.67	GENERAL	CEMETERY	R&M/EQUIPMENT
VALLEY APPLIANCE SALES	10 -5-24-51200	CMTRY MOWER MNTNCE	447.46	GENERAL	CEMETERY	R&M/EQUIPMENT
VALLEY APPLIANCE SALES	10 -5-24-51200	CMTRY MOWER MNTNCE	420.55	GENERAL	CEMETERY	R&M/EQUIPMENT
VALLEY APPLIANCE SALES	10 -5-24-51200	CMTRY MOWER MNTNCE	327.43	GENERAL	CEMETERY	R&M/EQUIPMENT
AMEREN ILLINOIS	10 -5-24-57100	56462-08657 SHOOTING PK RD	247.32	GENERAL	CEMETERY	UTILITIES
AMEREN ILLINOIS	10 -5-24-57100	87671-76497 MAUSOLEUM	50.02	GENERAL	CEMETERY	UTILITIES
CINTAS CORPORATION	10 -5-24-59900	CMTRY-CABINET SVCS	215.22	GENERAL	CEMETERY	CONTRACTUAL SERVICE
US BANK VOYAGER FLEET S	10 -5-24-65500	FUEL-CEMETERY	268.96	GENERAL	CEMETERY	FUEL & OIL VEHICLES
QUILL CORPORATION	10 -5-26-65200	OFFICE SUPPLIES	66.99	GENERAL	FINANCE, HR, IT	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-26-92900	815-326-9307 FINANCE OFFICER	74.25	GENERAL	FINANCE, HR, IT	MISCELLANEOUS
VERIZON WIRELESS	10 -5-26-92900	779-601-8091 ROUNDS	53.76	GENERAL	FINANCE, HR, IT	MISCELLANEOUS
VERIZON WIRELESS	10 -5-26-92900	815-200-5047 REESE	72.67	GENERAL	FINANCE, HR, IT	MISCELLANEOUS
HYGIENIC INSTITUTE OF L	10 -5-29-52801	JUNE22 CONTRIBUTION	959.00	GENERAL	HEALTH & WELFARE	HYGIENIC INSTITUTE
PERU VOLUNTEER AMBULANC	10 -5-29-52802	JUN22 SERVICES	6,523.88	GENERAL	HEALTH & WELFARE	AMBULANCE CONTRACT
IL VALLEY REGIONAL DISP	10 -5-29-52803	JUL22 PER CAPITA	17,895.27	GENERAL	HEALTH & WELFARE	IVRD PER CAPITA CONTRIB
REPUBLIC SERVICES #792	21 -5-90-57060	JUN22 SCAVENGER	73,174.50	GARBAGE	OPERATING EXPENSES	SCAVENGER CONTRACT
CREATIVE SERVICES	60 -5-12-59900	APR22 UTIL BILLS	2,972.37	UTILITY	CLERK'S OFFICE	CONTRACTUAL SERVICE
CINTAS CORP #396	60 -5-15-47200	ELEC UNIF/MATS	482.87	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
CINTAS CORP #396	60 -5-15-47200	PW UNIF/MATS	475.35	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
IMUA-IL MUNICIPAL UTILI	60 -5-15-55500	APR22 SAFETY TRNG	250.00	UTILITY	ADMINISTRATIVE	EDUCATION/MEETINGS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
UPS	60 -5-15-56000	SHIPPING	34.49	UTILITY	ADMINISTRATIVE	POSTAGE
VERIZON WIRELESS	60 -5-15-56100	ELEC WIRELESS TO 5/15	464.11	UTILITY	ADMINISTRATIVE	TELEPHONE
TYLER TECHNOLOGIES	60 -5-15-59900	AR;BL;FA MNTNC 7/22-6/23	6,251.40	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	ELEC UNIF/MATS	226.60	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	PW UNIF/MATS	198.64	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORPORATION	60 -5-15-59900	ELEC CABINET SVC	29.93	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
QUILL CORPORATION	60 -5-15-65200	OFFICE SUPPLIES	181.82	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
CRAIG ANTKOWIAK	60 -5-15-93000	ANTKOWIAK LIC RENWL	10.00	UTILITY	ADMINISTRATIVE	LICENSE/PERMITS
GENERAL FUND	60 -5-15-99200	JUNE22 FRANCHISE FEE	140,599.92	UTILITY	ADMINISTRATIVE	FRANCHISE FEE
ALTORFER INDUSTRIES, IN	60 -5-61-51208	GEN #14 MNTNCE	1,085.65	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
ALTORFER INDUSTRIES, IN	60 -5-61-51208	GEN #15 MNTNCE	1,085.65	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
SULZER TURBO SERVICES	60 -5-61-51208	JET TURBINE MNTNCE	87,714.24	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
BATTERIES & THINGS	60 -5-61-65200	BATTERY FOR SWITCH 1524	92.00	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
LEONE GRAIN & SUPPLY IN	60 -5-61-65200	HERBICIDE	240.00	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
AMEREN ILLINOIS	60 -5-61-66730	66792-35002 1026 CENTER ST	50.02	UTILITY	POWER & GENERATION	PURCHASED POWER-GAS
AMEREN ILLINOIS	60 -5-61-66730	69001-44002 4003 PLNK RD	1,036.20	UTILITY	POWER & GENERATION	PURCHASED POWER-GAS
UNITED RENTALS (NORTH A	60 -5-62-51200	PUMP PARTS	107.09	UTILITY	DISTRIBUTION SYSTEM	R&M/EQUIPMENT
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	1,305.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	662.50	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	GUY GRIPS	352.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
AIRGAS USA, LLC-NORTH D	60 -5-62-65200	HARDHATS	256.95	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-62-65200	KEY CABINET	27.71	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	SUPPLIES	170.84	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	RAIN GEAR	960.95	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	TOOL KIT-SAFETY SUPPLIES	274.95	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
ANIXTER INC	60 -5-62-65200	MARKING PAINT	150.48	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	SUPPLIES	2,748.95	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65300	UTIL BUCKET TOOL	749.00	UTILITY	DISTRIBUTION SYSTEM	SMALL TOOLS
ANIXTER INC	60 -5-63-51200	108W LED COBRAHEAD	3,068.10	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
EVANS ELECTRIC LLC	60 -5-63-51420	251 SIGNAL MNTNC	1,406.40	UTILITY	STREET LIGHTING	R&M/TRAFFIC SIGNALS
EVANS ELECTRIC LLC	60 -5-63-51420	RT6 & WEST ST	1,409.95	UTILITY	STREET LIGHTING	R&M/TRAFFIC SIGNALS
EVANS ELECTRIC LLC	60 -5-63-51420	251&MAY RD	2,488.40	UTILITY	STREET LIGHTING	R&M/TRAFFIC SIGNALS
EVANS ELECTRIC LLC	60 -5-63-51420	I80 NORTH INTERSECTION	1,677.65	UTILITY	STREET LIGHTING	R&M/TRAFFIC SIGNALS
TRAFFIC CONTROL CORP	60 -5-63-51420	TRAFFIC SIGNAL BASE	462.00	UTILITY	STREET LIGHTING	R&M/TRAFFIC SIGNALS
CENTRAL MILLWRIGHT SERV	60 -5-72-51200	PUMP BRACKET	472.60	UTILITY	WATER TREATMENT	R&M EQUIPMENT
COMPLETE INTEGRATION &	60 -5-72-51290	WELL #5 CONTROL PANEL	17,000.00	UTILITY	WATER TREATMENT	R&M WELLS
TEST INC.	60 -5-72-52804	WATER&WWTP CONTRACT	23,331.63	UTILITY	WATER TREATMENT	WS/WWTP SERVICE CONTRACT
COMPASS MINERALS	60 -5-72-61300	SALT	3,145.95	UTILITY	WATER TREATMENT	SALT
COMPASS MINERALS	60 -5-72-61300	SALT	3,035.67	UTILITY	WATER TREATMENT	SALT
COMPASS MINERALS	60 -5-72-61300	SALT	3,168.47	UTILITY	WATER TREATMENT	SALT
COMPASS MINERALS	60 -5-72-61300	SALT	3,035.64	UTILITY	WATER TREATMENT	SALT
COMPASS MINERALS	60 -5-72-61300	SALT	2,981.13	UTILITY	WATER TREATMENT	SALT
HAWKINS, INC	60 -5-72-62000	SODIUM THIOSULFATE	2,436.10	UTILITY	WATER TREATMENT	CHEM FOR PH/IRON CONTROL
AMEREN ILLINOIS	60 -5-72-66730	09973-76815 RT 6 WEST	369.68	UTILITY	WATER TREATMENT	PURCHASED POWER-GAS
AMEREN ILLINOIS	60 -5-72-66730	16520-07000 900 BRUNNER	70.87	UTILITY	WATER TREATMENT	PURCHASED POWER-GAS
AMEREN ILLINOIS	60 -5-72-66730	60154-25937 901 BRUNNER	399.52	UTILITY	WATER TREATMENT	PURCHASED POWER-GAS
ATOR	60 -5-73-51520	WASHKOWIAK REPAIR	990.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
UTILITY EQUIPMENT CO	60 -5-73-51520	VALVE ADJ RISERS	716.03	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
UTILITY EQUIPMENT CO	60 -5-73-51520	WATER ST&PUTNAM	492.80	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
UTILITY EQUIPMENT CO	60 -5-73-52000	STOCK	135.27	UTILITY	WATER DISTRIBUTION	R&M SEWERS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
UTILITY EQUIPMENT CO	60 -5-73-52000	TRACER WIRE	243.64	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	STOCK	583.05	UTILITY	WATER DISTRIBUTION	R&M SEWERS
JOHNSON CONTROLS SECURI	60 -5-73-52940	ANN PITSTOP LIFT	1,044.85	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
JOHNSON CONTROLS SECURI	60 -5-73-52940	ANN CF LIFT	1,044.85	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
JOHNSON CONTROLS SECURI	60 -5-73-52940	ANN 30TH ST LIFT	779.33	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
JOHNSON CONTROLS SECURI	60 -5-73-52940	ANN METAKOTE LIFT	1,044.85	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
FERGUSON WATERWORKS	60 -5-73-52960	WATER METER ACCESSORIES	92.86	UTILITY	WATER DISTRIBUTION	R&M METERS
AMEREN ILLINOIS	60 -5-73-57100	78187-01938 2909 PEORIA ST	1,088.85	UTILITY	WATER DISTRIBUTION	UTILITIES
AMEREN ILLINOIS	60 -5-73-57100	86200-06895 BRUNNER ST	132.71	UTILITY	WATER DISTRIBUTION	UTILITIES
VERIZON WIRELESS	60 -5-73-92900	815-202-6037 SITTLER	72.67	UTILITY	WATER DISTRIBUTION	MISCELLANEOUS EXP
VERIZON WIRELESS	60 -5-73-92900	815-202-6197 NAMBO	72.67	UTILITY	WATER DISTRIBUTION	MISCELLANEOUS EXP
COMPLETE INTEGRATION &	60 -5-74-51200	WWTP BELT PRESS	202.50	UTILITY	WATER DISPOSAL PLANT	R&M EQUIPMENT
UNITED RENTALS (NORTH A	60 -5-74-59310	BIT CORE CARBIDE	30.00	UTILITY	WATER DISPOSAL PLANT	EQUIPMENT RENTAL
CEDARCHEM, LLC	60 -5-74-62200	FLOCCULENT	2,686.50	UTILITY	WATER DISPOSAL PLANT	SLUDGE FLOCCULENT
BALDIN'S GARAGE	60 -5-75-51300	E101 MNTNCE	646.31	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E203 MNTNCE	4,158.90	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E205 MNTNCE	2,527.14	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E202 MNTNCE	3,933.14	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E203 MNTNCE	4,748.16	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E201 MNTNCE	2,204.43	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E205 MNTNCE	4,963.15	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E203 MNTNCE	2,474.19	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
US BANK VOYAGER FLEET S	60 -5-75-65500	MAY22 FUEL-ELEC	1,707.83	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	60 -5-75-65500	MAY22 FUEL-WATER	2,214.70	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
SPRINGFIELD ELECTRIC	85 -5-90-51100	"2-1/2"" PVC CONDUIT"	684.76	AIRPORT	OPERATING EXPENSES	R&M/BUILDINGS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
SPRINGFIELD ELECTRIC	85 -5-90-51100	AIRPORT SUPPLIES	373.03	AIRPORT	OPERATING EXPENSES	R&M/BUILDINGS
SPRINGFIELD ELECTRIC	85 -5-90-51100	TUBING	231.04	AIRPORT	OPERATING EXPENSES	R&M/BUILDINGS
REVERE ELECTRIC SUPPLY	85 -5-90-51200	"2"" CONDUIT COUPLINGS"	7.52	AIRPORT	OPERATING EXPENSES	R&M/EQUIPMENT
EDG CONSULTANTS	85 -5-90-52660	RUNWAY LGHT MNTNCE	2,000.00	AIRPORT	OPERATING EXPENSES	R&M/RUNWAY LIGHTS
AIRPORT LIGHTING COMPAN	85 -5-90-52660	TIMING/RECTIFIER BOARD	1,168.16	AIRPORT	OPERATING EXPENSES	R&M/RUNWAY LIGHTS
AMEREN ILLINOIS	85 -5-90-57100	08660-38091 PLNK RD	1,262.52	AIRPORT	OPERATING EXPENSES	UTILITIES
AMEREN ILLINOIS	85 -5-90-57100	61228-53139 PLNK RD	802.86	AIRPORT	OPERATING EXPENSES	UTILITIES
IDOT/DIV OF AERONAUTICS	85 -5-90-59970	VYS-4516 TAXIWAY N PH2	94,414.99	AIRPORT	OPERATING EXPENSES	AIRPORT IMPROVEMENTS
UTILITY EQUIPMENT CO	85 -5-90-88970	AIRPT-PVC PIPE-WATER LINE	1,800.00	AIRPORT	OPERATING EXPENSES	WATER/SEW EXT-CORP HANGR
UTILITY EQUIPMENT CO	85 -5-90-88970	AIRPORT HANGAR	3,140.00	AIRPORT	OPERATING EXPENSES	WATER/SEW EXT-CORP HANGR
UTILITY EQUIPMENT CO	85 -5-90-88970	AIRPORT HANGARS & STOCK	520.00	AIRPORT	OPERATING EXPENSES	WATER/SEW EXT-CORP HANGR

TOTAL \$ 747,764.55

City of Peru Payroll Totals

GENERAL FUND

10 ELECTED OFFICIALS	4,083.51
12 CLERK'S OFFICE	2,265.19
14 ENGINEER	15,848.86
15 ADMINISTRATIVE	866.73
16 POLICE	104,046.84
17 FIRE	26,189.53
19 STREET	30,933.40
22 BUILDINGS & GROUNDS	5,505.50
23 PARKS	11,180.26
24 CEMETERY	7,894.29
25 CITY GARAGE	5,736.16
26 FINANCE, HR, & IT	18,806.42
10 TOTAL GENERAL FUND	<u>233,356.69</u>

UTILITY FUND

12 CLERK'S OFFICE	7,589.18
15 ADMINISTRATIVE	2,084.51
61 POWER & GENERATION	8,654.23
62 DISTRIBUTION SYSTEM	35,284.10
64 HYDROELECTRIC PLANT	5,089.93
72 WATER TREATMENT	0.00
73 WATER DISTRIBUTION	19,213.14
60 TOTAL UTILITY FUND	<u>77,915.09</u>

TOTAL \$ 311,271.78

CITY OF PERU
DISBURSEMENTS FOR PAYMENT JUNE 8,2022
PAYMENTS BY WIRE

15 INSURANCE FUND		
MAY INSURANCE PREMIUMS		108,807.83
MAY IPBC HRA/FSA		13,404.39
MAY IPBC ADMIN FEES		344.20
60 UTILITY FUND		
HEARTLAND BNK INT/RSRV	TRANSF AREA 4&6 LOAN	19,194.00
HEARTLAND BNK INT/RSRV	TRANSF 2021 REF GO BONDS	11,141.67
HEARTLAND BNK INT/RSRV	TRANSF 2017 GO BONDS	95,195.83
	TOTAL	<u>\$ 248,087.92</u>



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ _____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _____, 20____ at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

☐ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

☐ the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

☐ \$ _____ in full by _____ (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

☐ \$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date. This does not apply to COVID-19 related postponements.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show. This does not apply to COVID-19 related cancellations.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b) In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in Section 5, above.

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



Post Office Box 299
Peru, Illinois 61354

June 2, 2022

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

RE: Petition for Annexation and Zoning of David M. Neill
Bureau County PINS# 18-13-100-008 and 18-13-300-013

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, June 1, 2022, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of David M. Neill (hereinafter "Petitioner") requesting annexation and zoning of certain property consisting of approximately 46.9± acres, commonly known as 35102 1500 North Avenue in unincorporated Bureau County, Illinois (Bureau County PINS 18-13-100-008 and 18-13-300-013 (hereinafter "Subject Property").

The Subject Property is not situated within the limits of any municipality but is contiguous to the City of Peru, Illinois. The Petitioner is the only elector residing upon the Subject Property and, therefore, at least 51% of such electors residing therein join in the Petition. Petitioner requests that the City of Peru annex and zone the Subject Property to A-1 Agricultural District under the City of Peru's Zoning Ordinance.

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

There was no one in attendance on behalf of Petitioner.

Corporate Counsel Schweickert stated that he and Director of Engineering and Zoning, Eric Carls, had met with the Petitioner. The Subject Property is the last unannexed property included in the proposed MVP TIF District. Several of the other properties in the MVP TIF District were recently annexed and zoned M-2 Manufacturing District.

The Subject Property would be located at the northwest edge of the City's corporate limits. The current use of the Subject Property is agriculture, and it is situated next to a cattle farm. Petitioner also maintains a dwelling on the Subject Property. Both of these existing uses are allowed uses in A-1 Agricultural Districts. Should development occur in the future, the Subject Property could be subdivided and rezoned as may be appropriate.

There were no public comments or objections.

The Planning/Zoning Commission found the proposed annexation and zoning of the Subject Property to A-1 Agricultural District would not alter the essential character of the locality; would not be detrimental or injurious to other properties in the area; would 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 Brady moved, and Member Moreno seconded, that the Petition as prayed for be favorably recommended to the City Council. The motion passed unanimously: 6 aye, 0 nay and Member Atkinson absent.

Respectfully submitted,

CARY MILLER, Chairman of the
Planning/Zoning Commission

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
LAND LEASE AGREEMENT**

by and between

THE CITY OF PERU, LA SALLE COUNTY, ILLINOIS

and

**JMX HELICOPTERS, LLC
an Illinois limited liability company**

**ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PERU,
LASALLE COUNTY, ILLINOIS ON THE 6th DAY OF JUNE, 2022.**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
LAND LEASE AGREEMENT
by and between
THE CITY OF PERU, LA SALLE COUNTY, ILLINOIS
and
JMX HELICOPTERS, LLC**

WHEREAS, the City of Peru is a home-rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, JMX Helicopters, LLC, an Illinois limited liability company, desires to lease a certain parcel of land, owned by the City of Peru, which is presently vacant and unimproved and located at the Illinois Valley Regional Airport in Peru, Illinois; and

WHEREAS, JMX Helicopters, LLC, desires to construct an aviation hangar building on the parcel of land; and

WHEREAS, the City Council of the City of Peru, LaSalle County, Illinois, (the “City”), after full consideration, has determined that the request be granted provided the attached Land Lease Agreement is entered into.

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

SECTION 1: The attached Land Lease Agreement with the City of Peru, (*Exhibit A*) is hereby approved.

SECTION 2: The Mayor and City Clerk are authorized to enter into such Agreement.

SECTION 3: That this Ordinance is adopted pursuant to the home-rule authority of the City and shall be in full force and effect after its passage and approval.

[Remainder Left Blank]

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, a Home-Rule Municipality, by an Aye and Nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski not voting, which meeting was held on the 6th day of June, A.D., 2022.

APPROVED: June 6, 2022

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

David R. Bartley, Jr., City Clerk

ALDERMEN	AYES	NAYS	ABSENT
Ballard, Jeff			
Tieman, Bob			
Payton, Tom			
Edgecomb, Jason			
Waldorf, David			
Sapienza, Mike			
Lukosus, Jim			
Buffo, Aaron			

Exhibits to Ordinance No. _____:

Exhibit “A” – Land Lease Agreement – City of Peru and JMX Helicopters, LLC

Space above for recording information

LAND LEASE AGREEMENT

between

**CITY of PERU,
an Illinois home rule municipal corporation**

and

**JMX HELICOPTERS, LLC,
an Illinois limited liability company**

Dated June 6, 2022

City of Peru
Attn: Ken Kolowski, Mayor
P.O. Box 299
Peru, IL 61354

Common Address: Illinois Valley Regional Airport
c/o City of Peru
P.O. Box 299
Peru, IL 61354

THIS LAND LEASE AGREEMENT (“Lease”) is entered into as of this 6th day of June, 2022 by and between the **City of Peru**, an Illinois home-rule municipal corporation (the “City”), and **JMX Helicopters, LLC**, an Illinois limited liability company (the “Lessee”), under the following circumstances:

Recital:

A. Lessee desires to lease the land described on **Exhibit A** attached hereto and made a part hereof, which is presently vacant and unimproved (the “Land”) and located at Illinois Valley Regional Airport in Peru, Illinois (the “Airport”);

B. Lessee desires to construct an aviation hangar building on the Land at its sole expense; and

C. City is willing to enter into such a Lease with Lessee on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Demise.** City hereby leases to Lessee, and Lessee hereby accepts, the Land during the Term (as hereinafter defined) on the terms and conditions contained herein.

2. **Term.** The term of this Lease shall commence the date such is approved by the City and shall continue for a period of forty (40) years expiring on December 31, 2062. The Lessee shall have the option to extend this Lease for an additional term of twenty (20) years. Lessee shall advise the City of its exercise of the option to extend no more than one (1) year, nor less than ninety (90) days, prior to the expiration of the then current Lease term.

Should the Lessee fail to begin construction of a hangar building within twelve (12) months of the beginning of the lease Term, this lease shall terminate and the land use will revert to the City.

3. **Rent.** Commencing on the day Lessee receives its building permit from the City, and throughout the remainder of the Term of this Lease and any extensions of this Lease, Lessee shall pay upon commencement of the Lease Term and on or before January 1st of each successive year of the Lease Term to City annual ground rent, at the rate of **\$0.32** cents per square foot per year for the first year of the Term. The first-year payment is **\$2,784.00** for 8,700 square feet as depicted and described on the attached Lease Plat as **Exhibit B**. (RENT SUBJECT TO CHANGE BASED ON ACTUAL SQUARE FOOTAGE OF PLAT AND CURRENT RATE AS OF DATE.) It shall be pro-rated for the first-year as of the date of the issuance of the building permit. Subsequent annual ground rent charged by the City shall be adjusted annually on January 1st of each year during the Term of this Lease and any extensions of this Lease, with the first adjustment taking place on January 1, 2023. The adjustment shall be based on the prior twelve-month period of the Consumer Price Index for Chicago, IL. The ground rent will either remain the same as the previous year, or it will increase or decrease, according to the CPI.

4. Improvements. Lessee shall, at its sole cost and expense, construct on the Land an aviation hangar building with related infrastructure improvements only in accordance with the plans and specifications prepared by an independent third-party at least twenty-one (21) days prior to construction and otherwise only as approved in writing by City, which approval may be withheld in its reasonable discretion collectively (the “Improvements”). If the City fails to approve the plans and specifications as submitted within twenty-one (21) days Lessee shall have the option to immediately terminate this Lease.

Lessee represents and warrants to City that the Improvements will be designed by a licensed architect or engineer in accordance with all applicable laws, codes, ordinances, rules and regulations. Lessee shall cause the Improvements to be constructed in accordance with all applicable laws, codes, ordinances, rules and regulations.

Lessee shall be solely responsible for obtaining, at its expense, any and all construction and building permits, and City shall cooperate with Lessee with respect to such items. City shall, at no cost to the Lessee, install utility lines to the meter on the described Land, for City owned utilities only (water, sanitary sewer lines, and electric). Lessee shall be responsible for installation of all other utilities. Lessee shall procure hookup of all water, sanitary sewer, electric, and other service to the Improvements at its sole expense.

Lessee shall comply with all federal, state, and local laws, and rules and regulations in the construction of all Improvements. Lessee shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the “City Indemnified Parties”, from any and all claims that may be asserted against the City Indemnified Parties or one or more of them, in direct connection with the non-compliance of any State, Local, or Federal law or administrative rule or regulation relating to the construction of Improvements. This obligation to indemnify and hold harmless obligates Lessee to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

5. Use. Lessee shall comply with all Rules and Regulations made and adopted by the CITY from time to time relating to its tenants at the airport, provided that any such future Rules and Regulations do not materially interfere with, or infringe upon, Lessee’s right to use, possess, and enjoy the Land and Improvements as otherwise provided herein. Lessee may use the premises for any legal purpose, provided however, that Lessee is required to regularly house at least one airworthy aircraft or at least one aircraft that is in active stages of repair, assembly or reassembly in the hangar.

Lessee shall procure and maintain all licenses and permits legally necessary for the operation of Lessee’s business and send a copy of each said licenses and permits to City upon written request by City.

Lessee shall be entitled to the non-exclusive use in common with City and other parties of automobile parking spaces at the Airport. Vehicles shall be parked only in designated parking areas.

6. Ownership. During the Term of this Lease, the Improvements (other than ramps and taxiways constructed by City) shall be the property of Lessee, subject, however, to ownership of the Land by City. All taxiways, ramps, aprons and other necessary appurtenances installed on or adjacent to the Land by City shall be the sole property of City and use thereof shall be controlled by City. Lessee shall have the right to the nonexclusive use of such appurtenances, subject to the provisions of this Lease. Any other improvements installed on the Land, which are funded by federal, state or City funds, shall also be the property of City.

7. Taxes. Lessee shall pay, when due, all Taxes (as hereinafter defined) during the Term of this Lease. The term "Taxes" as used herein shall mean all real estate taxes and assessments, whether they be general or special (but not including income or franchise taxes or any other taxes imposed upon or measured by City's income or profits, except as provided herein), and utility taxes levied or assessed upon or with respect to any part of the Land and Improvements.

Should the State of Illinois, or any political subdivision thereof, or any other governmental authority having jurisdiction over any part of the Land or the Improvements: (a) impose a tax, assessment, charge, or fee in place or partly in place of any Taxes, or by way of substitution for any of the foregoing described Taxes, all such taxes, assessments, charges or fees shall be deemed to constitute Taxes hereunder.

Notwithstanding the foregoing, Taxes shall not include any inheritance, estate, succession, transfer, gift or capital stock tax or franchise or net income tax applicable to businesses generally. Lessee shall have the right to contest or appeal the Taxes in good faith and with due diligence, at its sole expense, at no expense to City and without any prejudice to City's rights, title or interest in the Land or the Improvements. If applicable, at the end of the Term, Taxes shall be prorated as reasonably determined by City. Lessee shall, at its expense, promptly pay all fees and licenses due in connection with the Land and Improvements.

8. Sublease and Assignment.

a) **City Consent Requirements.** Notwithstanding anything to the contrary contained herein, Lessee shall be permitted to merely store aircraft or other personal property on behalf of other parties at the Land and the Improvements without the consent of City, and such storage shall not be subject to the restrictions on assignment and subletting contained herein. Any sublease, assignment or other agreement between Lessee and another party involving the use or occupancy of any part of the Land and the Improvements for more than merely storage, including, without limitation, the conduct of any business or occupation at the Land and the Improvements by such other party, as shall be reasonably determined by City, shall be subject to the restrictions on assignment and subletting contained herein.

Except as provided in Section 19 of this Lease, Lessee shall not be permitted, without the prior written consent of City in each instance, which consent shall not be unreasonably withheld, to (i) assign, transfer, mortgage, pledge or encumber this Lease or any interest under it, (ii) Lease the Improvements or sublet the Land and the Improvements or any part thereof, without the consent of City as long as the term of any such Lease or sublease expires on or before the end of the Term of this Lease, (iii) allow to exist or occur any transfer of or lien upon this Lease or Lessee's interest herein or (iv) permit the use or occupancy of the Land and the Improvements or

any part thereof for any purpose not expressly permitted or by anyone other than Lessee and Lessee's employees, agents and invitees.

In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, except as provided by law, and in no event shall this Lease or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any of the foregoing performed or attempted in violation of the provisions of this Lease shall be null and void.

b) Release of Liability. Assignment, subletting, use, occupancy, transfer or encumbrance by Lessee shall operate to relieve Lessee from any covenant or obligation hereunder.

c) Lease Assumption. Sublessee Attornment. If Lessee shall assign this Lease, the assignee shall expressly assume all of the obligations of Lessee hereunder in a written instrument provided by City and delivered to City not later than ten (10) days prior to the effective date of the assignment. If Lessee shall Lease any part of the Improvements or sublease any part of the Land, Lessee shall obtain and furnish to City, not later than ten (10) days prior to the effective date of such Lease or sublease, as the case may be, and in form reasonably satisfactory to City, the written agreement of such Lessee or Sublessee, as the case may be, to the effect that the Lessee or Sublessee, as the case may be, shall attorn to City, at City's option and written request.

9. Default. Lessee shall be in default under this Lease ("Default") under the following circumstances:

a) Failure by Lessee to pay any rent when due, if such failure continues for thirty (30) days after written notice to Lessee of such failure; or

b) Lessee fails to fulfill any other obligation hereunder and such failure continues for thirty (30) days after written notice thereof by City to Lessee; or

c) Any lender of Lessee shall have the right to cure any default of Lessee hereunder as provided herein.

10. Remedies. In the event of a Default, City shall have the right to pursue any and all legal and equitable remedies against Lessee available under applicable law without any additional notice to Lessee, except for termination of this Lease.

City shall have the right to terminate this Lease in the event of a Default. If City gives Lessee a second written notice of such Default (the first written notice being the one given under Section 9 above) and Lessee fails to cure such Default within an additional thirty (30) day period. Lessee shall have no additional rights to cure its Default after the expiration of such additional thirty (30) day period.

In the event that Lessee fails to cure such Default within such additional thirty (30) day period, City may exercise its right to terminate this Lease by giving a third (3rd) written notice to Lessee at any time within ninety (90) days after the expiration of such additional thirty (30) day

period and such termination of this Lease shall be deemed effective immediately upon such third (3rd) written notice.

Upon such termination of this Lease, the Term shall be deemed expired, with the exception of Lessee's right to remove Lessee's hangar and any other improvements pursuant to Section 12. City shall have ownership of, and all right, title and interest in and to, the Land free and clear of all security interests, mortgages, liens and encumbrances and Lessee shall have no ownership of, or any other right, title or interest in or to, the Land. In the event of such termination of this Lease, City shall remain entitled to pursue any and all legal and equitable remedies against Lessee available under applicable law.

11. Interest and Late Charge. Except as otherwise specifically provided in this Lease, all amounts owed by Lessee to City pursuant to any provision of this Lease shall be paid by Lessee within thirty (30) days after City's written demand, and all such amounts (including, without limitation, all rent) shall bear interest from the date due until paid at the annual rate equal to five (5) percentage points in excess of the rate of interest announced from time to time by Northern Trust Bank, or its successor, as its "prime rate" or "corporate base rate," changing as and when such rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event such lesser rate shall be charged.

In the event of a failure to pay rent when due hereunder and the continuation of such failure for thirty (30) days after written notice thereof from the City, Lessee shall pay a late charge to City together with such payment of rent in an amount equal to five percent (5.0%) of the amount of the rent payment. Such late charge shall be in addition to the interest charge provided above and any remedies of the City provided hereunder or under applicable law and shall not constitute liquidated damages.

12. Maintenance and Repairs. Lessee shall keep and maintain the Land and all Improvements of any kind, which may be erected, installed or made thereon by Lessee in good and substantial repair and condition, including the exterior condition thereof, and shall make all necessary repairs and alterations thereto. Lessee shall assume all responsibility for the installation and maintenance of any fuel or oil (or any other material deemed hazardous by the Environmental Protection Agency) storage facility on the airport that is for the sole use of the Lessee. Maintenance includes, but is not limited to, any and all environmental clean-ups of the site and/or removal of the facility. Lessee agrees to hold harmless from any responsibility or expense, the City for any maintenance of the facilities during the Lease (except as provided in Section 35). Lessee shall provide proper containers for trash and garbage and shall keep the Land free and clear of rubbish, debris and litter at all times. Lessee shall also maintain all aprons, ramps and taxiways that are constructed by Lessee and are for the exclusive use of Lessee, its sublessees, guests and invitees. Lessee shall keep mowed and in a slightly condition all landscaping and grass areas within the leased Land. Lessee shall be responsible for payment of all electric, telephone, water, natural gas, and other public utility services used on the Land during the Lease.

13. Surrender. Upon the cancellation or termination of this Lease or any extension or renewal thereof for any reason, Lessee shall have right to remove the hangar and any other property owned by Lessee from the Land. Upon removal of said hangar, Lessee shall also remove all trash and

debris from the Land. Lessee shall cleanup site and restore it to the condition it was in before Lessee's occupancy. If Lessee does not complete such removal within ninety (90) days at the end of the Lease, then such Improvements shall revert to City ownership upon City's option.

14. Holding Over. If Lessee retains possession of the Land and the improvements or any part thereof after the termination of the Lease by lapse of time or otherwise or after the earlier termination of Lessee's right of possession, Lessee shall be deemed to be a tenant at sufferance, Lessee shall pay to City one-twelfth (1/12th) of the amount of the annual rent then in effect as shall be reasonably determined by City for each portion of any month during which Lessee shall retain possession of the Land and the Improvements or any portion thereof after such termination.

In addition to and without limiting any other rights and remedies which City may have on account of such holding over by Lessee, Lessee shall pay to City all reasonable direct damages suffered by City on account of such holding over by Lessee. The provisions of this Section 14 shall not be deemed to limit or constitute a waiver of the right of City to evict Lessee as provided herein or at law.

15. Insurance.

a) Lessee's Insurance. Lessee shall carry insurance during the entire Term, and any extensions, (and prior thereto, to the extent hereinafter provided) insuring Lessee and City as additional named insured. Lessee shall maintain the following coverages in the following amounts, provided that any changes required by City in the following coverages or amounts shall be consistent with the coverages and/or amounts of insurance required of Lessee of other similar Land and Improvements in Peru, Illinois. Said insurance shall be with a company or companies satisfactory to City and shall include City's officers, agents, employees, invitees, licensees, from loss on account of each and every claim or demand arising out of alleged wrongful or negligent acts or omissions on the part of Lessee, its agents, employee, invitees, contractors, or licensees.

b) During the Term, and any extensions, and at any time prior to the Term when Lessee is causing any work to be done on the Land, public liability insurance with the broad form comprehensive liability endorsement, and comprehensive automobile liability insurance covering all owned, non-owned and hired automobiles of Lessee, including the loading and unloading of any automobile, each in an amount not less than Three Million Dollars (\$3,000,000) combined single limit per occurrence.

Upon City's request, Lessee shall, prior to the commencement of the Term and from time-to-time during the Term, and any extensions, (and in the case of the aforesaid public liability insurance and "all risk" physical damage insurance, prior to commencement of construction of the subject work), furnish to City, copies of policies or certificates evidencing the foregoing insurance coverages.

c) City's Insurance. City shall not be required to maintain any insurance with respect to the Land or the Improvements hereunder.

16. Waiver and Indemnity.

a) General Waiver. In addition to and without limiting or being limited by any other releases or waivers of claims in this Lease, to the extent not prohibited by law, City, or any of its officers, Mayor, aldermen, agents, consultants, contractors or employees, shall not be liable, and Lessee hereby waives and releases them from any liability, for any injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property, sustained by Lessee or by other persons arising out of or relating to the Land or the improvements becoming out of repair, or due to the happening of any accident or event in or about any part of the Land or the Improvements, or due to any act or neglect of any other person; provided however, that Lessee does not waive or release City, or any of its officers, Mayor, aldermen, agents, consultants, contractors or employees, from liability for their respective negligence or willful misconduct which causes any injury to or death of any person.

b) Special Waivers. In addition to and without limiting or being limited by any other releases or waivers of claims in this Lease, to the extent not prohibited by law, and also notwithstanding that City may or does establish security controls or regulations from time to time, Lessee further agrees that all personal property in or upon the Land or the Improvements shall be at the risk of Lessee only, and that City, or any of its officers, Mayor, aldermen, agents, consultants, contractors or employees, shall not be liable, and Lessee hereby waives and releases them from any liability, for any injury or damage thereto or theft, robbery, pilferage, loss or loss of the use thereof, unless such injury or damage thereto was caused by the negligence or willful misconduct of the City, or any of its officers, Mayor, aldermen, agents, consultants, contractors or employees.

Lessee acknowledges and agrees that the terms and conditions of this Lease are fair and reasonable, that this Lease represents an arm's length transaction between City and Lessee, that City has not favored Lessee over other tenants of Peru Municipal Airport nor discriminated against Lessee with respect to other tenants of Peru Municipal Airport and that Lessee has been represented by competent legal counsel in connection with this Lease. Lessee hereby waives and forever releases and discharges City from and against any and all of its claims, actions, liabilities, damages, losses and expenses arising or accruing prior to the date hereof with respect to this Lease.

Lessee acknowledges and agrees that this Lease represents an arm's length transaction between City and Lessee, that Lessee has been represented by legal counsel in connection with this Lease.

c) Indemnity. In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Lessee agrees to indemnify, defend by counsel reasonably acceptable to City and hold City, and its officers, Mayor, aldermen, agents, consultants, licensees, contractors and/or employees, harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorneys' fees and expenses, in connection with injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property caused by or arising from the acts or omissions of Lessee or its agents, servants, employees, or contractors.

17. Damage and Destruction. In the event that the Land or the Improvements are damaged or destroyed by fire or other casualty, Lessee shall, in its sole discretion, and at its sole expense, either:

- a) Promptly repair, restore and rebuild the Land and the Improvements to their original condition, except for modifications required to comply with the applicable laws, codes and ordinances then in effect, as shall be reasonably determined by City, or
- b) Terminate this Lease and remove the hangar or other improvements pursuant to Section 12 at Lessee's sole cost.

Upon such termination of this Lease, the Term shall be deemed expired and City shall have ownership of, and all right, title and interest in and to the Land free and clear of all security interests, mortgages, liens and encumbrances and Lessee shall have no ownership of, or any other right, title or interest in or to the Land.

18. Subordination. This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between the City and the Federal Aviation Administration and the Division of Aeronautics, Department of Transportation of the State of Illinois and nothing contained herein shall be construed to prevent the City from making such further commitments as it desires to make to the Federal Government or to the State of Illinois so as to qualify for further expenditure of federal and/or state funds at the Illinois Valley Regional Airport, provided that any such further commitments do not materially interfere with, or infringe upon, Lessee's right to use, possess and enjoy the Land and Improvements as otherwise provided herein. This Lease shall also be subject and subordinate to all ordinances of the City, the Rules and Regulations of the Illinois Valley Regional Airport and/or the Minimum Standards for Commercial Activities at the Illinois Valley Regional Airport, as the same may be in effect and amended from time to time, provided that any such future amendments do not materially interfere with, or infringe upon, Lessee's rights to use, possess and enjoy the Land and Improvements as otherwise provided herein.

19. Leasehold Mortgage. Lessee shall have the right to mortgage its leasehold interest created hereunder. Notwithstanding anything else contained herein to the contrary, with respect to such a leasehold mortgage and the mortgage ("Mortgage") thereunder, City and Lessee agree that:

- a) They shall together execute a Memorandum of Lease in written form, which shall be recorded in the Office of the Recorder of County, such that a title insurance company may issue its mortgagee's title insurance policy on the recorded leasehold estate.
- b) City shall send Mortgagee a copy of any notice it sends to Lessee hereunder, provided that Mortgagee has first submitted Mortgagee's address to City in writing.
- c) Lessee shall have no right to amend, modify, cancel or terminate this Lease without the Mortgagee's prior written consent thereto.

d) In the event of any default on the part of Lessee hereunder, City shall give Mortgagee written notice thereof, and an opportunity to cure said default for a period of not less than thirty (30) days beyond, or longer than, any period given to Lessee to cure such default.

e) If the Mortgagee shall take possession of Lessee leasehold estate, by foreclosure or otherwise, than (i) Mortgagee shall not be liable for any previous defaults of Lessee occurring prior to the time Mortgagee takes possession, and (ii) to the extent Mortgagee's right to assign or sublet all or any portion of the Land is conditioned on the prior consent of City, City agrees that such consent shall not be unreasonably; withheld or delayed.

20. Miscellaneous.

a) Condemnation. In accordance with the statutes of the State of Illinois relative to eminent domain, the City shall have the power to condemn this leasehold, or any portion thereof, even though the City is, itself, a party hereto.

b) Nondiscrimination. The Lessee for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that:

For all aeronautical leases involving service to the public; each lease must be in conformance with Section 47107 of Title 49, USC, Subtitle VII, as amended, as follows:

"It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 47107 of Title 49, USC, Subtitle VII, as amended, and the lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature."

All leases involving services to the public must contain the assurances required by Title VI of the Civil Rights Act of 1964, and by Part 21 of the regulations of the Office of the Secretary of Transportation, as follows:

"The LESSEE for themselves, their personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that:

1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of said facilities; 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; 3) the Lessee shall use the premises in compliance with all the other requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as amended."

c) Disclaimer of Exclusive Airport Use. This Lease shall in no way convey the exclusive use of any part of the Airports, except with respect to the Land and the Improvements

as described herein and shall not be construed as providing any special privilege for any public portion of the Airport. City reserves the rights to Lease to other parties any portion of the Airport not described herein for any purpose deemed suitable for the Airport by City.

d) Lights. Lessee shall not post, install, erect or operate any light on any part of the Land and the Improvements without the express written consent of City in City's absolute discretion. Such lighting shall not be confusing, blinding, or inhibiting to aircraft landing at the Airport as determined by the FAA and City in their sole discretion. If after installing such lighting, either the FAA or City determines that such lights are confusing, blinding, or inhibiting to aircraft landing at the Airport, then Lessee shall take such actions as are necessary to correct such problem, including redesigning, replacing or removing of such lighting, at Lessee's sole cost.

e) Covenant Not to Erect. Lessee shall not hereafter cause or permit the erection or location of any structure or object upon the Land and the Improvements to a height, which would penetrate the imaginary surfaces, described in Part 77a of the Federal Aviation Regulations.

f) Grant of Easement and Rights to Public. Lessee further grants unto City, its successors, and assigns, for the benefit of the general public at large, an easement and a continuing right of way for the free and unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the Land and the Improvements.

g) Covenant to Prevent Electronic Interference. Lessee shall not hereafter use or permit or suffer use of the Land and the Improvements in such manner as to create electrical or electronic interference with radio transmission and reception between radio- communications and air-navigation installations on or in the Airport and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to result in the glare in the eyes of flyers using the Airport, or as to impair the visibility in the vicinity of the Airport (e.g., by discharge of particular matter), or as otherwise to endanger the landing, takeoff, or maneuvering of aircraft.

h) Aerial Approach. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the LESSEE from erecting or permitting to be erected any building or other structure on the Land which, in the opinion of the FAA, would limit the usefulness of the Airport or constitute a hazard to aircraft.

i) Airport Rules. Regulations and Standards. Lessee agrees not to operate in any manner that would interfere with the operation of the airport and to comply with and be subject to each of the following:

i) The Airport Rules and Regulations adopted by the Peru City Council, which are now in effect or adopted in the future and which may be reasonably amended from time to time regarding the management, use and operation of the Airport, provided that any such Rules and Regulations adopted in the future do not materially interfere with, or infringe upon, Lessee's rights to use, possess and enjoy the Land and Improvements as otherwise provided herein.

ii) The minimum requirements for land, buildings, facilities and parking which are now in effect and which may be reasonably adopted by City from time to time for the types of operations conducted on the Land and the Improvements, provided that any such requirements adopted in the future do not materially interfere with, or infringe upon, Lessee's rights to use, possess, and enjoy the Land and Improvements as otherwise provided herein.

iii) All ordinances, rules, regulations and executive and administrative orders and directives, promulgated by City, or by any authorized federal, state or local government agency or official which relate to abatement, control or regulation of noise emissions by aircraft using the Airport, as such apply to aircraft owned by, operated by, under the control of and/or doing business with Lessee.

iv) The airport minimum standards for commercial operations. Provided that any such standards do not violate the FAA policy on exclusive rights, and that any such standards adopted in the future do not materially interfere with, or infringe upon, Lessee's rights to use, possess and enjoy the Land and Improvements as otherwise provided herein.

20.1 Governmental Interference. Notwithstanding anything to the contrary in this Lease, in the event that any future law, rule, regulation or other governmental requirement which is beyond the control of City materially interfere with Lessee's rights to use, possess and enjoy the Land and Improvements as provided herein, then Lessee shall have the right to terminate this Lease and remove the hangar and other improvements as set forth in Section 13.

21. Binding on Successors. This Lease shall be binding on and inure to the benefit of the lawful assigns, the successors, heirs, legatees and personal representatives of the respective parties.

22. Severability. It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provisions hereof. If any provision hereof is declared invalid, then this Lease shall be construed by the parties to provide for the intent of such provision in a form, which shall be valid.

23. Waiver of Terms. The waiver by the City of any breach of the terms, covenants or conditions herein shall not be deemed a waiver of any subsequent breach.

24. Recording. This Lease may be recorded with the Recorder of Deeds of LaSalle County by City or Lessee.

25. Survival. Without limitation on any other obligations of Lessee or City, which shall survive the expiration or termination of this Lease, the parties' respective obligations to indemnify, defend and hold harmless the other party and others pursuant to any provisions of this Lease shall survive the expiration or termination of this Lease.

26. Cumulative Remedies: Illinois Law. The rights and remedies of City under this Lease are cumulative and none shall exclude any other rights or remedies allowed by law or equity. This Lease is declared to be an Illinois contract, and all of its terms shall be construed according to the internal laws of the State of Illinois.

27. **Venue.** Any litigation related to the terms of this Agreement shall be conducted in the Thirteenth Judicial Circuit, LaSalle County, Illinois, which shall be the only appropriate forum for the resolution of disputes hereunder.

28. **Relationship.** City and Lessee disclaim any intention to create a joint venture, partnership, agency or lender/borrower relationship.

29. **Estoppel Certificate.** Lessee agrees that from time to time upon not less than thirty (30) days prior written request by City, and Lessee agrees to use commercially reasonable efforts to cause any Sublessee, licensee, concessionaire or other occupant of the Land and the Improvements claiming by, through or under Lessee, to complete, execute and deliver to City or City's designee a written Estoppel certificate certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (b) the amounts of the monthly installments of Rent then required to be paid under this Lease; (c) the date to which Rent has been paid; (d) that to the best of Lessee's knowledge, City is not in default under any of the provisions of this Lease, or if in default, the nature thereof in detail and what is required to cure same; and (e) such other information concerning the status of this Lease or the parties' performance hereunder reasonably requested by City or the party to whom such Estoppel certificate is to be addressed.

30. **LESSEE Authorization.** Lessee represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Lessee and constitutes the valid and binding agreement of Lessee in accordance with the terms hereof.

31. **Covenant of Quiet Enjoyment.** Lessee's quiet and peaceful enjoyment of the Land and the Improvements shall not be disturbed or interfered with by City during the Term as long as Lessee is not in default hereunder, subject to the use of the Airport as permitted by applicable law and City's other rights hereunder and under applicable law.

32. **Storage of Damaged Aircraft.** No damaged aircraft shall be stored in view of the general public.

33. **Lessee's Personnel.** All personnel employed by Lessee on the Land shall be schooled, trained and competent for their assigned duties and shall be of good moral character.

34. **Assignment of Lease.** This Lease may not be assigned or subleased without the prior written consent of the City and such consent shall not be unreasonably withheld.

35. **Utility Lines, Roads.** City shall, at no cost to the Lessee, maintain the City owned utility lines to the described Land. City shall also maintain at no cost to Lessee the roads to the described Land. The maintenance and/or installation of other utilities upon the described Land is the responsibility of the Lessee.

36. **Notices.** All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b)

if mailed, on the fifth (5th) business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the party to be notified as follows:

If to CITY:

City of Peru Mayor
Illinois Valley Regional Airport
P.O. Box 299
Peru, Illinois 61354

If to LESSEE:

JMX Helicopters, LLC
C/o Jonathan Mabry
13577 IL Hwy 26
Princeton, Illinois 61356

with a copy to Lessee's lender, if the name and address of such lender have been previously furnished to City in writing in the manner required hereunder; or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

37. Contingency. This Lease is contingent upon receipt of approval by the IDOT Division of Aeronautics and any other required Federal or State Agency necessary. If such approval is not received, this Lease shall be null and void without further action.

(Remainder of Page Left Blank.)

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

LESSOR: CITY OF PERU, an Illinois municipal corporation

By: _____
Mayor Ken Kolowski

ATTEST:

By: _____
David R. Bartley, City Clerk

LESSEE: JMX HELICOPTERS, LLC, an Illinois limited liability company

By: _____
Jonathan M Mabry, Manager

By: _____
Julianne Mabry, Manager

Exhibits to Land Lease Agreement:

Exhibit "A"-Legal Description of Leased Land
Exhibit "B"-Lease Plat

(SEE ATTACHED)

EXHIBIT A

LEGAL DESCRIPTION OF LEASED LAND

EXHIBIT B

LEASE PLAT

**LEASE PLAT
FOR
ILLINOIS VALLEY REGIONAL AIRPORT**

LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 7, Township 33 North, Range 1 East of the Third Principal Meridian, LaSalle County, Illinois, described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 7; thence North 89° 59' 40" West on the North Line of said Northeast Quarter 803.76 feet; thence South 00° 14' 08" West 404.07 feet to the Point of Beginning; thence continuing South 00° 14' 08" West 87.00 feet; thence North 89° 45' 52" West 100.00 feet; thence North 00° 14' 08" East 87.00 feet; thence South 89° 45' 52" East 100.00 feet to the Point of Beginning, containing 0.200 acres, more or less.

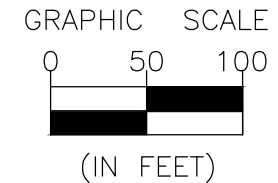
LEASE PLAT

FOR

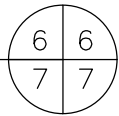
ILLINOIS VALLEY REGIONAL AIRPORT

PERU, ILLINOIS

0.200± ACRE (8,700 S.F.)



S.W. CORNER OF
THE S.E. 1/4 OF
SEC. 6-33-1 3RD P.M.



**ILLINOIS VALLEY
REGIONAL AIRPORT
PROPERTY**

N 89°59'40" W
1614.52'

**CHAPMAN AIR PARK FIRST
AND SECOND ADDITIONS**

ED URBAN DRIVE

N 89°59'40" W 803.76'

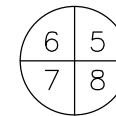
NORTH LINE OF THE N.E. 1/4 OF
SECTION 7 AND CENTER LINE OF
ED URBAN DRIVE RIGHT-OF-WAY

RUNWAY 18/36
CENTERLINE

S 89°45'52" E
100.00'

1436.73'

S 00°14'08" W
404.07'



P.O.C.

N.E. CORNER OF
THE N.E. 1/4 OF
SEC. 7-33-1 3RD P.M.

LEGEND

— BOUNDARY OF LEASE
- - - SECTION LINE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



PERU MORRIS
OTTAWA MENDOTA
ILLINOIS

N 00°14'08" E
87.00'

N 89°45'52" W
100.00'

0.200±
ACRES

S 00°14'08" W
87.00'

P.O.B.



Permit Request to Extend Outdoor Live DJ/Music Event

(Permits must be approved by the City Council)

Section 90-39. of the Health and Sanitation Article II. Noise, Section 50-32. Exemptions, of the City of Peru Code of Ordinances requires that any Outdoor Event /Gathering permitting or sponsoring an outdoor social gathering at which sound amplifying equipment will be used in the City secure a permit from the City of Peru Clerk's Office. Applications for permit shall be filed with the City Clerk's Office at least **21 days in advance**.

Please return this form to City Clerk's Office, City of Peru, P.O. Box 299, Peru, IL 61354 or by email to dbartley@peru.il.us or spiscia@peru.il.us. For more information, call 815-223-0061.

Please list all business owners and contact individuals. Use a separate attachment if necessary.

Business Owner:	Name_____
	Address_____
	Phone_____ (cell)_____ (email)_____
	<i>*This person must be in attendance and immediately available upon request.</i>
Event:	Location_____
	Date_____ Time_____
	Expected Number of Attendees _____
Form of Identification Provided:	_____ # _____ Exp date: _____

Contact Person: Name_____

Home Address _____

Business Address _____

Phone_____ (cell)_____ (email)_____

Indicate which of the following are being requested for the event:

- _____ 1 Hour extension of "Day Hours" and the 65 dBA sound limit applicable thereto for outdoor music to 11:00pm.
- _____ Request to increase 65 dBA sound limit during "Day Hours" (7:00 AM – 10:00 PM) for outdoor music. (Attach details regarding your request)
- _____ Request to increase 55 dBA sound limit during "Night Hours" (10:00 PM – 7:00 AM) for outdoor music. (Attach details regarding your request)

Permits shall be issued on a case-by-case basis in the exercise of appropriate reasonable discretion considering all factors deemed pertinent to the particular application for permit, including but not necessarily limited to the following:

- ***The location applicable to the respective permit & the surrounding community;***
- ***The decibel level exception, if any, being requested in regard to the permit application;***
- ***The time frame involved in the respective permit;***
- ***Whether an alternative date has been requested;***
- ***The past history of the applicant, including, but not limited to, being in regard to any prior specific event permit;***
- ***Such other factors as the city council deems appropriate in the exercise of reasonable discretion.***

The information contained here is true and correct to the best of my knowledge. I understand that as a business owner I am responsible for the event's compliance with all applicable city ordinances, including parking, noise control, and the terms of this permit during the event. I certify that I have not been convicted of violations of Section 90-39. of the Health and Sanitation Article II. Noise, Section 50-32 within the past 12 months.



6/2/2022

Business Owner

Date

Contact Person

Date

DELIVER TO:

City Clerk
City of Peru
P.O. Box 299
1901 Fourth Street
Peru, IL 61354
815-223-0061

dbartley@peru.il.us or spiscia@peru.il.us

OFFICE USE ONLY:

Action of City Clerk or Designee

Approval _____ Disapproval _____ Date _____

Application received on:	
PERMIT #	