



David R. Bartley

City Clerk



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AGENDA

REGULAR CITY COUNCIL MEETING-2ND MEETING

MONDAY, APRIL 24, 2023

RESIDENTS ARE WELCOME TO WATCH THE MEETINGS VIA FACEBOOK LIVE AT (https://www.facebook.com/peru.illinois)

QUESTIONS CAN BE PRESENTED USING THE COMMENT FUNCTION OR EMAILED TO DBARTLEY@PERU.IL.US

ROLL CALL

7:30 P.M.

PUBLIC COMMENT

PRESENTATION

PRESENTATION FROM DENNIS ZNANIECKI OF THE PERU VETERANS GROUP REGARDING VIETMAN WALL COMING TO VETERANS PARK IN AUGUST

FINANCIAL REPORTS/ACTIVITY REPORTS

PERU POLICE DEPARTMENT MONTHLY REPORT FOR MARCH 2023

COMMITTEE REPORTS

1. FINANCE COMMITTEE

DISBURSEMENTS for April 26, 2023

Motion to approve \$235,000 Utility Reinvestment for Operating Reserve in into UMB Bank NA Kansas City at 5% for 1 year

Motion to approve \$500 donation to Better Fishing Association of Northern Illinois (BFA) to support the annual Kid's Fishing Rodeo at Baker Lake on May 13, 2023

2. PUBLIC SERVICES COMMITTEE

Motion to approve bid for 20 - 60', 10 - 70', and 9 - 75' poles from Brown Wood Preserving Co. for \$79,686.10 for storm repairs.



Motion to approve purchase of towable diesel air compressor from United Rentals for \$17,000.00 to replace the 1979 unit.

Motion to receive and place on file the City of Peru Water and Sewer Acreage and Impact Fee report effective May 1, 2023

Motion to approve Memo of Agreement with IUOE Local 150

Motion to approve Memo of Agreement with IBEW Local 51

3. FIRE & POLICE COMMITTEE

Motion to approve engine repairs to Squad 325 from Cummins Sales & Service for a cost not to exceed \$33,693.49

Motion to approve Memo of Agreement with FOP Labor Council, Lodge No. 137

Motion to approve Memo of Agreement with the Peru Professional Firefighters IAFF Local 4751

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTION

MINUTES OF APRIL 12, 2023, PLANNING/ZONING COMMISSION HEARING ON PETITION RYAN S. JEPPSON AND KAYLA M. JEPPSON d/b/a STIGMA TATTOO STUDIO LLC CONCERNING PROPERTY LOCATED AT 1824 4th STREET, PERU, IL.

AN ORDINANCE APPROVING A TEXT AMENDMENT TO SECTION 11.04(d) OF THE ZONING ORDINANCE, AND GRANTING A SPECIAL USE AS SOUGHT BY THE PETITION OF RYAN S. JEPPSON AND KAYLA M. JEPPSON d/b/a STIGMA TATTOO STUDIO LLC CONCERNING PROPERTY LOCATED AT 1824 4TH STREET, IN THE CITY OF PERU, ILLINOIS.

MINUTES OF APRIL 12, 2023, PLANNING/ZONING COMMISSION HEARING ON PETITION DONNA RISTAU CONCERNING PROPERTY LOCATED AT 2419 4th STREET, PERU, IL.

AN ORDINANCE GRANTING A VARIANCE AND WAIVER AS SOUGHT BY THE PETITION OF DONNA RISTAU CONCERNING PROPERTY LOCATED AT 2419 4TH STREET IN THE CITY OF PERU, ILLINOIS

MINUTES OF APRIL 12, 2023, PLANNING/ZONING COMMISSION HEARING ON PETITION GREG AND DAWN COBLE CONCERNING PROPERTY LOCATED AT 2328 10th STREET, PERU, IL.

AN ORDINANCE GRANTING A VARIANCE AS SOUGHT BY THE PETITION OF GREG AND DAWN COBLE CONCERNING PROPERTY LOCATED AT 2328 10TH STREET IN THE CITY OF PERU, ILLINOIS

AN ORDINANCE VACATING THE ALLEY LOCATED IN BLOCK 5 OF TILDEN'S ADDITION TO THE CITY OF PERU.

MINUTES OF APRIL 19, 2023, PLANNING/ZONING COMMISSION HEARING ON PETITION FRANCISCO SANDOVAL d/b/a PITA REY ESTATES, LLC CONCERNING PROPERTY LOCATED AT 4 CENTER PLACE, PERU, IL.

AN ORDINANCE GRANTING A SPECIAL USE AS SOUGHT BY THE PETITION OF FRANCISCO SANDOVAL d/b/a PITA REY ESTATES LLC CONCERNING PROPERTY LOCATED AT 4 CENTER PLACE, PERU, ILLINOIS.

AN ORDINANCE GRANTING AN ADMINISTRATIVE VARIANCE UNDER THE ZONING ORDINANCE OF THE CITY OF PERU, IL, AS SOUGHT BY THE PETITION OF JOHN & CARMA KOWALCZYK CONCERNING PROPERTY LOCATED AT 527 18th STREET, PERU, IL

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM KIMBERLY A. JALLEY (4 11th Street – PIN#: 17-16-236-006)

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM FRANCISCO SANDOVAL (121 11th Street – PIN#: 17-16-228-009)

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM BEAU E. SKERSTON (9 11th Street – PIN#: 17-16-229-011)

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM ROBERT TIEMAN AND MAELEE TIEMAN (10 11th Street – PIN#: 17-16-236-005)

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM KAREN M. URBANC (113 11th Street – PIN#: 17-16-228-010)

A RESOLUTION APPROVING AN INTERGOVERNMENTAL WATER SUPPLY AGREEMENT BETWEEN THE CITY OF PERU AND THE VILLAGE OF DALZELL

AN ORDINANCE FIXING WAGES FOR EMPLOYEES OF THE CITY OF PERU, ILLINOIS COMMENCING MAY 1, 2023 AND ENDING APRIL 30, 2024

AN ORDINANCE AMENDING ORDINANCE NO. 6537 ENTITLED: "AN ORDINANCE FIXING WAGES FOR FULL-TIME, SWORN POLICE DEPARTMENT EMPLOYEES OF THE CITY OF PERU, ILLINOIS COMMENCING MAY 1, 2021 AND ENDING APRIL 30, 2024"

PROCLAMATIONS

A.B.A.T.E. MOTORCYCLE AWARENESS MONTH-MAY 2023

UNFINISHED BUSINESS

Motion to approve selected candidate for the position of Maintenance Mechanic, Computer Relay Technician within the Electric Department

Motion to approve selected candidate for the position of Utility Billing Clerk for City Clerk's Office

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

<u>ITEM NO. 1</u> Communication from Christopher Gliatta seeking special use at 2127 4th Street, Peru, IL

- <u>ITEM NO. 2</u> Communication from Kelsey Vogel seeking variances for the property located at 1602 Walnut St.
- ITEM NO. 3 Communication from Starved Rock Runners requesting permission to hold the annual Kids Running Clinic at Baker Lake on Mondays from June 12th-August 14th from 5:30 p.m. to 7:00 p.m. (use of east shelter).
- ITEM NO. 4 Communication from Dominic Ponsetti requesting permission to reserve the bandshell at Centennial Park on Saturday, June 24th for a Christian music for local churches. (Set up at 2pm and begin at 5pm) Event would possibly include 100 people.

MAYOR'S NOTES

PUBLIC COMMENT

CLOSED SESSION

ADJOURNMENT

Peru Police Department Monthly Report / March 2023

Date: April 24, 2023

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

From: Chief Sarah L. Raymond

Month/Year: March 2023

Department Roster (Serving Since)

Sworn Person	n	el
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Chief Sarah Raymond	6/20/2004
Lieutenant Douglas Bernabei	7/1/2006
Lieutenant Arthur Smith	8/18/2002
Sergeant Edward DeGroot	12/28/1995
Sergeant Scott DeGroot	1/9/2000
Sergeant Matt Peters	1/7/2008
Sergeant John Atkins	8/12/2002
Officer Mark Credi	9/23/1997
Detective Amy Sines	9/22/2003
Officer Nick Biagioni	5/7/2007
Officer Ben Bentley	7/30/2007
Officer Brad Jones	10/1/2007
Detective Jeff Paul	11/28/2007
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
Officer William Sommer	1/13/2020 F/T 11/14/2022
Officer Damien Presthus	11/28/2022
Officer Joseph Pienta	1/9/2023

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	
Western and whose managed continues and assets a second of the second of	March 2023
Reports Property Prop	
Police-total calls for service/officer initiated activities	1914
Total case reports written	126
Total Accidents Investigated	47
(State reports) \$1500 damage or injuries	32
(CAD reports) under \$1500 damage	15
Motorist Assist	48
Alarms Received	34

Fines / Fees / Grants / Reimbursements	
The state of the s	March 2023
Court Dispositions/Traffic Fines	\$2,395.80
Administrative Adjudication Fines	\$1,475.00
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	\$1,250.00
Photocopying Fees	\$160.00
Parking Ticket Fines	\$20.00
Warrant Fees	\$70.00
Grants Received in Dollars (FOID)	\$442.80
Reimbursements Received	\$0.00
Total Police Income for Month	\$5,813.60

Irafiile Enforcement	
The state of the s	March 2023
<u>Citations</u>	
Total Citations Issued including ADJ	100
Speeding Citations Issued	9
DUI Citations Issued	3
All Other Traffic Citations Issued	71
Parking Citations Issued	2
Total Number of Traffic Stops	144
<u>Warnings</u>	
Vehicles stopped & driver given warning	97
(written and verbal warnings)	

Freedom of Inform	ation Act (FOIA)
	March 2023
Total Number of Requests	28
Manhours Expended	13
Total Employee Cost	\$646.62

Administrative Adjudication Monthly Report

Citations	
nerentises and control of the state of the s	March 2023
Traffic & Non-Traffic Citations	
Traffic Charges Filed	2
Non-Traffic Charges Filed	5
Total Charges Filed	7
Non-Traffic Citation Break-Down	
Animal Violations	1
Burning Violations	0
Criminal Trespass	0
Disorderly Conduct	1
Illegal Consumption/Possession Alcohol	0
Noise Violations	0
Parking	0
Property Maintenance	0
Retail Theft	3
All Other Miscellaneous	0

<u>Dispositions</u>	
300年的1978年代的保持电影的形式加州北京党党党等的的对称的指数公司。 	March 2023
Pre-Paid Prior to Hearing	3
Admitted Liable/Pled Guilty	3
Failed to Appear/Default	0
Continued	1
Contested Hearing/Found Liable	0
Contested Hearing/Found Not Liable	0
Contested Hearing/Dismissed For Cause	0

Fines / Fees / Payments Collected	
9304 (14 (44 x 15 (14 (44 x 15	March 2023
Impound Fees Paid	\$2,250.00
Adjudication Fees Paid	\$1,475.00
Fees Collected from Previous Months	\$0.00
Total	\$3,725.00

Fines / Fees / Payments Time t	o Pav. Given
2 - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1	March 2023
Impound Fee Payment Plan/Collection Pending	\$0.00
Adjudication Fees Payment Plan/Collection Pending	\$0.00
Total	\$0.00

Administrative Officer Fe	es Paid
	March 2023
Administrative Officer Fees Paid	\$500.00

		entations and Meetings
3/1/2023	Chief Raymond	Health and Wellness Committee
	Admin Asst Wagner	Health and Wellness Committee
3/1/2023	Chief Raymond	Pace Schedule Demo
3/10/2023	Chief Raymond	ILEAS Meeting
3/13/2023	Chief Raymond	Rescue Task Force
	Lieutenant Bernabei	Rescue Task Force
3/13/2023	Chief Raymond	Icrime Fighter Kick Off Meeting
3/13/2023	Chief Raymond	Public Services Committee
	Chief Raymond	Fire/Police Committee
	Chief Raymond	Finance Committee
	Chief Raymond	City Council Meeting
3/14/2023	Chief Raymond	Pistol Shrimp Security Meeting
3/15/2023	Chief Raymond	Fireworks Meeting
3/15/2023	Lieutenant Bernabei	ADJ Hearings
	Lieutenant Smith	ADJ Hearings
	Admin Asst Wagner	ADJ Hearings
	CSO Frund	ADJ Hearings
3/17/2023	Lieutenant Bernabei	FOID Grant Meeting
3/22/2023	Lieutenant Bernabei	IVRD/KTJ Orland Park office
3/23/2023	Admin Asst Wagner	Safety Committee Meeting
3/27/2023	All Command Staff	Command Staff Quarterly Meeting
3/27/2023	Chief Raymond	City Council Committee of a Whole
	Chief Raymond	City Council Meeting
3/27/2023	Lieutenant Bernabei	IVRD/Executive Director Meeting
3/28/2023	Lieutenant Bernabei	IVRD Board Meeting
3/29/2023	CSO Frund	Powerphone Meeting
	TC DeGroot	Powerphone Meeting
3/29/2023	Lieutenant Bernabei	JETSB Board Meeting
3/29/2023	Detective Sines	IVCC CJ Women in Law Enforcement
	TC DeGroot	IVCC CJ Women in Law Enforcement
3/30/2023	Sergeant Ed DeGroot	VA Active Shooter Exercise

	March 2023
Abandoned Vehicles	7
Adminstrative Duties	27
All Other City Ordinances	10
Animal Complaints	5
Assisted Fire/EMS	17
Assisted Police	7
<i>A</i> ssists	5
Building/Zoning	5
Burning Complaint	0
Car Seat Installations	0
Community Contacts/School Walk Through	6
Extra Patrol	4
Failure to Register (Warrant Issued)	1
Fingerprints	2
Follow-ups/Meetings	58
Found article/Lost article	1
ligh Grass/Clippings	0
DOC Releases	0
nformation CADs	3
Motorist Assists	6
Parade Details	0
Park Security Checks	62
Parking Complaints	3
Private Property Accidents	0
Property Maintenance	5
Public Works	2
Roadway Obstruction	2
School Crossing	7
School Patrol	33
Sex/Violent Offender Registrations/verification	11
Shopping Detail	0
Special Details	0
raffic Control	3
raining	1
Jtilities Complaint	1
/ehicle Disposals	2
/ehicle Maintenance	17
	Total 313
<u>Citations</u>	
ADJ	2
Parking	1



LaSalle-Peru Township High School District 120

541 Chartres Street • LaSalle, Illinois 61301-2099 Phone (815) 223-1721 • Fax (815) 223-3444 www.lphs.net

March 16, 2023

Dear Career Fair Partner,

To begin, I would like to personally thank you for participating in LaSalle-Peru High School's Career Fair. Your presence at this event will remain with our students and hold a lasting impact on their lives. The information and positive spirit that you brought to our Career Fair will help influence students to view your career fields with new perspectives. The insight that students receive from you into your careers is incredibly valuable. We understand that your time is valuable, and we have endless appreciation that you would spare some of your time to speak with our students. It was inspiring to watch our students interact with each of you and hearing the feedback of enthusiasm that came from each class. They, too, are very appreciative of you taking the time to come to our school and meet with them.

To close, some of our students have been asking about job shadowing opportunities and may be contacting you to set this up if you indicated on the evaluation that this is a possibility. Those arrangements are to be made by the student, and job shadowing opportunities must be done on the student's time. Our spring break is right around the corner, and you may be receiving some phone calls from students with these requests. If you cannot accommodate a job shadow, please do not feel pressured to say yes. The students have been prepared for this as well.

Again, thank you so much for participating in LP's Career Fair. Because of your support, this event was a huge success and the feedback from both students and staff was positive. I look forward to working with you again next year.

Sincerely,

Brandon Placher School Counselor

City of Peru Disbursements to be Paid 4/26/2023

FUND	FUND NAME	
10	General Fund	\$ 414,201.40
29-33	TIF Funds	\$ 8,353.00
60	Utility Fund	\$ 2,025,600.96
80	Landfill Fund	\$ 516.00
85	Airport Fund	\$ 3,764.46
		\$ 2,452,435.82

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
IL VALLEY ANIMAL RESCUE	10 -4-00-56-36	MAR 2023 CONTRIB	35.00	GENERAL	NA	IVAR DONATIONS
HYVEE	10 -5-10-92900	BB GUN CLUB	82.91	GENERAL	ELECTED OFFICIALS	MISCELLANEOUS EXP
IMPACT NETWORKING, LLC	10 -5-12-56400	KYOCERA-APR23	41.71	GENERAL	CLERK'S OFFICE	MAINTENANCE AGREEMENTS
DRESBACH DIST CO	10 -5-12-65200	PAPER TOWELS	109.90	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
QUILL CORPORATION	10 -5-12-65200	GARBAGE BAGS	41.98	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
IV NET	10 -5-12-92900	MONTHLY PORT-CLERK	75.00	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
CONNECTING POINT COMPUT	10 -5-14-51200	MS 365 ONLINE PLAN 2	95.64	GENERAL	CITY ENGINEER	R&M/EQUIPMENT
CHAMLIN & ASSOCIATES IN	10 -5-14-53450	2023 BLDG INSPECS	1,275.00	GENERAL	CITY ENGINEER	INSPEC CONSULT/PLAN RVWS
QUILL CORPORATION	10 -5-14-65200	OFFICE SUPPLIES	219.62	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
UPS	10 -5-14-65200	ENG-SHIPPING	30.76	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
GRAPHIC ELECTRONICS INC	10 -5-14-92900	P&Z DESK MARKER/PLATE	53.00	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
IV NET	10 -5-14-92900	MONTHLY PORT-ENG	75.00	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
MACK & ASSOCIATES	10 -5-15-53000	FY2022 CYEFR	5,000.00	GENERAL	ADMINISTRATIVE	AUDITING SERVICE
CHAMLIN & ASSOCIATES IN	10 -5-15-53100	MISC ENGINEERING	3,238.00	GENERAL	ADMINISTRATIVE	ENGINEERING EXPENSE
LASALLE PUBLISHING/LEGA	10 -5-15-56200	HEARING-JEPPSON	205.26	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	HEARING-SANDOVAL	164.63	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	BID- MASTER BUILDER	214.08	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
SHAW MEDIA	10 -5-15-56200	MAR ADS	771.00	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
MAUTINO DIST CO INC	10 -5-15-65200	WATER	66.00	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
QUILL CORPORATION	10 -5-15-92900	SYMPATHY CARDS	65.98	GENERAL	ADMINISTRATIVE	MISCELLANEOUS EXPENSE
QUILL CORPORATION	10 -5-15-92900	CARDS	95.99	GENERAL	ADMINISTRATIVE	MISCELLANEOUS EXPENSE
PERU CSO	10 -5-15-94000	GOLF OUTING SPONSOR	500.00	GENERAL	ADMINISTRATIVE	DONATIONS
PERU PUBLIC LIBRARY	10 -5-15-97020	PPRT RCVD 4/6/23	12,988.79	GENERAL	ADMINISTRATIVE	CONTRIB TO LIBR-PPRT
GALLS, AN ARAMARK CO. L	10 -5-16-47100	JONES CA	166.40	GENERAL	POLICE	CLOTHING ALLOWANCE
JCM UNIFORMS INC	10 -5-16-47100	BIAGIONI CA	206.90	GENERAL	POLICE	CLOTHING ALLOWANCE
JCM UNIFORMS INC	10 -5-16-47100	SMITH CA	357.70	GENERAL	POLICE	CLOTHING ALLOWANCE
RAY O'HERRON CO., INC	10 -5-16-47100	PIENTA CA	764.02	GENERAL	POLICE	CLOTHING ALLOWANCE
JCM UNIFORMS INC	10 -5-16-47110	BIAGIONI CA	206.90	GENERAL	POLICE	OTHER UNIFORM
AURORA SIGN CO	10 -5-16-51100	FABRICATE SIGNS	509.48	GENERAL	POLICE	R&M/BUILDINGS
KENDRICK PEST CONTROL I	10 -5-16-51100	APR23 POLICE	65.00	GENERAL	POLICE	R&M/BUILDINGS
IL DEPT OF PUBLIC HEALT	10 -5-16-55500	EMT RAYM&BIAGIONI	20.00	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
IL DEPT OF PUBLIC HEALT	10 -5-16-55500	EMT RAYM&BIAGIONI	20.00	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
TECHNOLOGY MGMNT REV FU	10 -5-16-55700	LEADS LINE 2/23	934.67	GENERAL	POLICE	LEADS LINE RENTAL
PEERLESS NETWORK	10 -5-16-56100	65546-2650 PEORIA ST	162.74	GENERAL	POLICE	TELEPHONE
MARCO TECHNOLOGIES LLC	10 -5-16-56400	POLC MAINT 4/23	1,085.25	GENERAL	POLICE	MAINTENANCE AGREEMENTS
BATTERIES & THINGS	10 -5-16-65200	10 LITHIUM BATTERIES	52.20	GENERAL	POLICE	OPERATING SUPPLIES
P F PETTIBONE & CO	10 -5-16-65200	TICKET BKS	139.55	GENERAL	POLICE	OPERATING SUPPLIES
BRIDGEVIEW VETERINARY H	10 -5-16-65220	K9 BOARDING		GENERAL	POLICE	SPECIAL PROGRAMS EXPENSE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
BRIDGEVIEW VETERINARY H	10 -5-16-65220	K9 BOARDING	280.00	GENERAL	POLICE	SPECIAL PROGRAMS EXPENSE
EITEN FEED LLC	10 -5-16-65220	DOG FOOD	109.54	GENERAL	POLICE	SPECIAL PROGRAMS EXPENSE
JOHN DEERE FINANCIAL	10 -5-16-65220	DOG FOOD	69.99	GENERAL	POLICE	SPECIAL PROGRAMS EXPENSE
TRANSUNION RISK AND ALT	10 -5-16-68400	TLO	75.00	GENERAL	POLICE	COMPUTER SOFTWARE
RADARSIGN	10 -5-16-88000	RADAR SIGNS	15,942.00	GENERAL	POLICE	NEW EQUIPMENT
IV NET	10 -5-16-92900	MONTHLY PORT-POLICE	75.00	GENERAL	POLICE	MISCELLANEOUS EXPENSE
CHAPMAN'S MECHANICAL	10 -5-17-51100	FIRE-HEAT MNTNCE	210.00	GENERAL	FIRE	R&M/BUILDINGS
CONNOR CO	10 -5-17-51100	DRAIN GATE	4,516.43	GENERAL	FIRE	R&M/BUILDINGS
GRIFFON SYSTEMS, INC	10 -5-17-51100	WTR DMG FD SWITCH	390.00	GENERAL	FIRE	R&M/BUILDINGS
FIRE CATT, LLC	10 -5-17-51200	HOSE TESTING	5,286.18	GENERAL	FIRE	R&M/EQUIPMENT
BATTERIES & THINGS	10 -5-17-51300	SIGNAL LIGHT	54.00	GENERAL	FIRE	R&M/VEHICLES
ST MARGARET'S HEALTH	10 -5-17-53420	HANSON MED SVCS	321.00	GENERAL	FIRE	MEDICAL SERVICES
ST MARGARET'S HEALTH	10 -5-17-53420	MED SVCS-FIRE	3,171.50	GENERAL	FIRE	MEDICAL SERVICES
ST MARGARET'S HEALTH	10 -5-17-53420	MED SVCS-FIRE	2,041.50	GENERAL	FIRE	MEDICAL SERVICES
UNIVERSITY OF ILLINOIS	10 -5-17-55500	HOCKING TRNG	350.00	GENERAL	FIRE	EDUCATION/MEETINGS
PEERLESS NETWORK	10 -5-17-56100	1128974-816 W ST	59.77	GENERAL	FIRE	TELEPHONE
CINTAS CORP #396	10 -5-17-59900	CITY HALL/FIRE MATS	30.29	GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORP #396	10 -5-17-59900	FIRE MATS	30.29	GENERAL	FIRE	CONTRACTUAL SERVICE
SCHMIDT SALES AND SERVI	10 -5-17-65200	SUPPLIES	808.14	GENERAL	FIRE	OPERATING SUPPLIES
MES-ILLINOIS	10 -5-17-66520	TURNOUT RENTAL	144.00	GENERAL	FIRE	TURNOUT/SAFETY GEAR
EAGLE ENGRAVING	10 -5-17-92900	TAGS	36.10	GENERAL	FIRE	MISCELLANEOUS EXP
JOHN DEERE FINANCIAL	10 -5-19-47100	MAIER CA	19.99	GENERAL	STREET	CLOTHING ALLOWANCE
JOHN'S SERVICE & SALES	10 -5-19-51100	NEW WASHER	1,399.99	GENERAL	STREET	R&M/BUILDINGS
JOHN'S SERVICE & SALES	10 -5-19-51100	WASHER MNTNCE	120.00	GENERAL	STREET	R&M/BUILDINGS
MARTIN EQUIPMENT OF IL	10 -5-19-51200	EQUIP MNTNCE	578.86	GENERAL	STREET	R&M/EQUIPMENT
MICHAEL TODD INDUSTRIAL	10 -5-19-51200	BLADE HOLDER	2,369.10	GENERAL	STREET	R&M/EQUIPMENT
NAPA AUTO PARTS	10 -5-19-51200	OIL FILTER	20.38	GENERAL	STREET	R&M/EQUIPMENT
ADVANCE AUTO PARTS PROF	10 -5-19-51300	SUPPLIES	41.52	GENERAL	STREET	R&M/VEHICLES
BALDIN'S GARAGE	10 -5-19-51300	T611 MNTNCE CHIPPER	2,294.78	GENERAL	STREET	R&M/VEHICLES
CIT TRUCKS-PERU 2650	10 -5-19-51300	D317 MNTNCE	556.00	GENERAL	STREET	R&M/VEHICLES
KING TIRE	10 -5-19-51300	TIRE RPR	277.00	GENERAL	STREET	R&M/VEHICLES
SAFETY-KLEEN SYSTEMS	10 -5-19-51300	WASHER SOLVENT	266.22	GENERAL	STREET	R&M/VEHICLES
STOLLER INTERNATIONAL	10 -5-19-51300	PARTS	712.84	GENERAL	STREET	R&M/VEHICLES
ULINE	10 -5-19-51300	SHELVING	2,181.16	GENERAL	STREET	R&M/VEHICLES
CURRAN MATERIALS CO	10 -5-19-51400	COLD PATCH	465.00	GENERAL	STREET	R&M/STREETS
CURRAN MATERIALS CO	10 -5-19-51400	COLD PATCH	409.20	GENERAL	STREET	R&M/STREETS
CHAMLIN & ASSOCIATES IN	10 -5-19-51450	PLANK RD WIDENING	13,029.00	GENERAL	STREET	PLANK RD PROJ GRNT CNSTR
CHAMLIN & ASSOCIATES IN	10 -5-19-53100	UNYTITE DR REALIGN	6,626.00	GENERAL	STREET	ENGINEERING EXPENSE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
CHAMLIN & ASSOCIATES IN	10 -5-19-53100	SHOOTING PRK EXT SIDEWALK	1,146.50	GENERAL	STREET	ENGINEERING EXPENSE
COMCAST BUSINESS CABLE/	10 -5-19-56100	PW INTERNET TO 5/23	378.51	GENERAL	STREET	TELEPHONE
PEERLESS NETWORK	10 -5-19-56100	1128977-1012 PEORIA ST	56.48	GENERAL	STREET	TELEPHONE
KENDRICK PEST CONTROL I	10 -5-19-59900	APR23 8TH & GREEN	20.00	GENERAL	STREET	CONTRACTUAL SERVICE
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	SIGNS	411.72	GENERAL	STREET	SIGNS
1ST AYD	10 -5-19-65200	SHOP SUPPLIES	535.26	GENERAL	STREET	OPERATING SUPPLIES
IL DEPT OF AGRICULTURE	10 -5-19-65200	LICENSE FEE-MAIER	45.00	GENERAL	STREET	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	10 -5-19-65200	SUPPLIES	322.95	GENERAL	STREET	OPERATING SUPPLIES
MATCO TOOLS	10 -5-19-65200	CUTOFF REPAIR	114.76	GENERAL	STREET	OPERATING SUPPLIES
QUILL CORPORATION	10 -5-19-65200	PW PAYROLL FOLDERS	231.96	GENERAL	STREET	OPERATING SUPPLIES
S J SMITH CO., INC	10 -5-19-65200	ARGON MIX	6.51	GENERAL	STREET	OPERATING SUPPLIES
SMITH'S SALES & SERVICE	10 -5-19-65200	PARTS	241.00	GENERAL	STREET	OPERATING SUPPLIES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	1,650.98	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	965.35	GENERAL	STREET	FUEL & OIL VEHICLES
HYVEE	10 -5-19-65500	APR23 STMT-STREET	320.85	GENERAL	STREET	FUEL & OIL VEHICLES
DEERE CREDIT INC	10 -5-19-72370	030-0074839-000-PAY16	169.56	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-88400	030-0074839-000-PAY16	1,927.90	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
BCA ARCHITECTS, LTD	10 -5-22-51100	1503 4TH ST ARCHITECT SVCS	4,400.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
KENDRICK PEST CONTROL I	10 -5-22-51100	MUN BLDG	40.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
KENDRICK PEST CONTROL I	10 -5-22-51100	FIRE	40.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
KENDRICK PEST CONTROL I	10 -5-22-51100	CEMETERY	35.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
KENDRICK PEST CONTROL I	10 -5-22-51100	PW BLDG	35.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
PEARL TECHNOLOGY LLC	10 -5-22-51200	SERVER MNTNCE	417.00	GENERAL	BUILDINGS & GROUNDS	R&M/EQUIPMENT
PEERLESS NETWORK	10 -5-22-56100	1128988-1901 4TH ST-ADM	386.14	GENERAL	BUILDINGS & GROUNDS	TELEPHONE
CINTAS CORP #396	10 -5-22-59900	CITY HALL/FIRE MATS	75.01	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
ILLINOIS MILITARY MAINT	10 -5-22-59900	CLEAN 3/4-3/25	800.00	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
JAY STACHOWIAK AND TINA	10 -5-22-89900	1410 8TH/STACHOWIAK	47,702.73	GENERAL	BUILDINGS & GROUNDS	PURCHASE LAND/PROP
LADD FARM MART	10 -5-23-51200	EQUIP MNTNCE	808.77	GENERAL	PARKS	R&M/EQUIPMENT
REVERE ELECTRIC SUPPLY	10 -5-23-51212	SUNSET PRK HOLE SEALS	166.57	GENERAL	PARKS	R&M/PARK EQUIPMENT
CHAMLIN & ASSOCIATES IN	10 -5-23-53100	BAKER LAKE IMPRV	23,013.00	GENERAL	PARKS	ENGINEERING EXPENSE
R & R LANDSCAPING & IRR	10 -5-23-57500	VETS PARK-BEACON PROJ	6,505.00	GENERAL	PARKS	LANDSCAPING
R & R LANDSCAPING & IRR	10 -5-23-57500	VETS PARK-BEACON PROJ	2,380.00	GENERAL	PARKS	LANDSCAPING
ADVANCED SANITATION	10 -5-23-59900	PKS-PRTBLE TOILET RENTLS	1,042.00	GENERAL	PARKS	CONTRACTUAL SERVICE
ADVANCED SANITATION	10 -5-23-59900	PKS-PRTBLE TOILET RNTLS	2,084.00	GENERAL	PARKS	CONTRACTUAL SERVICE
ADVANCED TURF SOLUTIONS	10 -5-23-65200	AGITATOR WIRE	14.25	GENERAL	PARKS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-23-65200	PARKS BREAKROOM	31.90	GENERAL	PARKS	OPERATING SUPPLIES
LADD FARM MART	10 -5-23-65200	RADIO	74.99	GENERAL	PARKS	OPERATING SUPPLIES
LADD FARM MART	10 -5-23-65200	FILTER	79.16	GENERAL	PARKS	OPERATING SUPPLIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
LIFESAVERS INC	10 -5-23-65200	DEFIB PKG	207.39	GENERAL	PARKS	OPERATING SUPPLIES
ULINE	10 -5-23-65200	SAFETY SUPPLIES	2,011.89	GENERAL	PARKS	OPERATING SUPPLIES
FIRST WESTERN EQUIPMENT	10 -5-23-72370	LEASE/PURCH	136.43	GENERAL	PARKS	LEASE FEES/INTEREST
NEW EQUIPMENT LEASING I	10 -5-23-72370	EXMARK INTEREST-PAY1	177.37	GENERAL	PARKS	LEASE FEES/INTEREST
NEW EQUIPMENT LEASING I	10 -5-23-72370	2023 NEW MOWER DOC FEE	250.00	GENERAL	PARKS	LEASE FEES/INTEREST
FIRST WESTERN EQUIPMENT	10 -5-23-88000	LEASE/PURCH	413.74	GENERAL	PARKS	NEW EQUIPMENT
NEW EQUIPMENT LEASING I	10 -5-23-88000	EXMARK PRINCIPAL-PAY1	1,983.63	GENERAL	PARKS	NEW EQUIPMENT
VISSERING CONST CO	10 -5-23-89500	SCHW ICE HOUSE PAY9	169.92	GENERAL	PARKS	CONSTRUCTION
VALLEY APPLIANCE SALES	10 -5-24-51200	BRAKE SHOE KIT	172.01	GENERAL	CEMETERY	R&M/EQUIPMENT
PEERLESS NETWORK	10 -5-24-56100	1128981-2121 SHOOTING PARK RD	66.41	GENERAL	CEMETERY	TELEPHONE
CINTAS CORPORATION	10 -5-24-59900	CMTRY EYEWASH STN	109.00	GENERAL	CEMETERY	CONTRACTUAL SERVICE
MENARDS	10 -5-24-65200	SUPPLIES	152.72	GENERAL	CEMETERY	OPERATING SUPPLIES
ARNESON OIL COMPANY	10 -5-24-65500	DIESEL FUEL-CMTRY	1,952.68	GENERAL	CEMETERY	FUEL & OIL VEHICLES
FICEK ELECTRIC & COMMUN	10 -5-27-65200	DEARCOS-PRGRM CHANGE	93.00	GENERAL	IT	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-29-65200	HR KEYBOARD RETURN	(27.71)	GENERAL	HR HEALTH&WELLNESS	OPERATING SUPPLIES
JACOB & KLEIN, LTD	31 -5-90-53400	DWNTN TIF4 1ST ½23 FEES	1,018.85	DOWNTOWN TIF	OPERATING EXPENSES	LEGAL/PROF FEES
THE ECONOMIC DEV GROUP,	31 -5-90-53400	DWNTN TIF4 1ST ½23 FEES	4,075.40	DOWNTOWN TIF	OPERATING EXPENSES	LEGAL/PROF FEES
JACOB & KLEIN, LTD	32 -5-90-53400	MALL TIF5 1ST ½23 FEES	276.75	PERU MALL TIF	OPERATING EXPENSES	LEGAL/PROF FEES
THE ECONOMIC DEV GROUP,	32 -5-90-53400	MALL TIF5 1ST ½23 FEES	1,107.00	PERU MALL TIF	OPERATING EXPENSES	LEGAL/PROF FEES
JACOB & KLEIN, LTD	33 -5-90-53400	MVP TIF6 1ST½23 FEES	375.00	MVP TIF	OPERATING EXPENSES	LEGAL/PROF FEES
THE ECONOMIC DEV GROUP,	33 -5-90-53400	MVP TIF 1ST½23 FEES	1,500.00	MVP TIF	OPERATING EXPENSES	LEGAL/PROF FEES
CREATIVE SERVICES	60 -5-12-56000	MAR23 UTIL BILLS	2,419.79	UTILITY	CLERK'S OFFICE	POSTAGE
CREATIVE SERVICES	60 -5-12-59900	MAR23 UTIL BILLS	576.92	UTILITY	CLERK'S OFFICE	CONTRACTUAL SERVICE
JOHN DEERE FINANCIAL	60 -5-15-47100	GUERRERO CA	317.93	UTILITY	ADMINISTRATIVE	CLOTHING ALLOWANCE
JOHN DEERE FINANCIAL	60 -5-15-47100	SCHERI CA	174.97	UTILITY	ADMINISTRATIVE	CLOTHING ALLOWANCE
ANIXTER INC	60 -5-15-47200	UNIFORM SHIRTS	5,586.25	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
ANIXTER INC	60 -5-15-47200	JEANS	199.90	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
BHMG ENGINEERS	60 -5-15-53100	ENG SVCS-SYSTEM STUDY	2,258.33	UTILITY	ADMINISTRATIVE	ENGINEERING EXPENSE
BHMG ENGINEERS	60 -5-15-53100	ENG SVCS-GEN UTILITY	3,879.14	UTILITY	ADMINISTRATIVE	ENGINEERING EXPENSE
BHMG ENGINEERS	60 -5-15-53100	ENG SVCS-ENV RTNR	900.72	UTILITY	ADMINISTRATIVE	ENGINEERING EXPENSE
CHAMLIN & ASSOCIATES IN	60 -5-15-53100	WEST END SANITARY SEWER EXT	970.00	UTILITY	ADMINISTRATIVE	ENGINEERING EXPENSE
DUNCAN & BRANDT	60 -5-15-53200	UTIL EASEMENT RELO POLES	812.50	UTILITY	ADMINISTRATIVE	LEGAL FEES
ETHAN BOYER	60 -5-15-53400	CDL PHYSICAL REIMB	58.00	UTILITY	ADMINISTRATIVE	OTHER PROFESSIONAL SERVICES
ST MARGARET'S HEALTH	60 -5-15-53400	ELEC/WATER MED SVCS	427.00	UTILITY	ADMINISTRATIVE	OTHER PROFESSIONAL SERVICES
CSU PRODUCER RESOURCES	60 -5-15-53500	RR LIABILITY INS LATE FEE	25.00	UTILITY	ADMINISTRATIVE	BANK FEES/SERVICE CHARGES
DRAKE DOUCETTE	60 -5-15-55500	PRE APPRENTICE TRNG	1,995.45	UTILITY	ADMINISTRATIVE	EDUCATION/MEETINGS
PEERLESS NETWORK	60 -5-15-56100	1128979 4005 PLANK RD	238.94	UTILITY	ADMINISTRATIVE	TELEPHONE
IV NET	60 -5-15-56150	APR23 PORT CHARGE	150.00	UTILITY	ADMINISTRATIVE	INTERNET ACCESS FEE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
CINTAS CORP #396	60 -5-15-59900	PW MATS/SUPPL	169.59	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	ELEC MATS/SUPPL	86.77	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	ELEC MATS/SUPPL	107.77	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	PW MATS/SUPPL	174.59	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	PW LOCKER ROOM	165.32	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORPORATION	60 -5-15-59900	ELEC-EYEWASH STATION	109.00	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
HYDRO PARTNERS	60 -5-15-59900	HYDRO REPORT FILING	687.50	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
MIDWEST RENEWABLE ENERG	60 -5-15-59900	REC ISSUANCE	228.76	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
TYLER TECHNOLOGIES	60 -5-15-59900	UTIL BILLING TRANS FEES	4,193.75	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CONNECTING POINT COMPUT	60 -5-15-65200	0365 BUS PREM LICENSE	47.52	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
HYVEE	60 -5-15-92900	SAFETY LUNCH	27.98	UTILITY	ADMINISTRATIVE	MISCELLANEOUS
KENDRICK PEST CONTROL I	60 -5-61-51100	PLANT & BLDGS	15.00	UTILITY	POWER & GENERATION	R&M/BUILDINGS
KENDRICK PEST CONTROL I	60 -5-61-51100	HYDRO	15.00	UTILITY	POWER & GENERATION	R&M/BUILDINGS
NATIONAL INDUSTR & SFTY	60 -5-61-51100	WASP/HORNET SPRAY	767.52	UTILITY	POWER & GENERATION	R&M/BUILDINGS
NATIONAL INDUSTR & SFTY	60 -5-61-51100	WIPES-HEAVY DUTY	1,276.80	UTILITY	POWER & GENERATION	R&M/BUILDINGS
SEICO, INC	60 -5-61-51100	REPAIR DOOR	1,227.00	UTILITY	POWER & GENERATION	R&M/BUILDINGS
MCMASTER-CARR	60 -5-61-51200	WEATHER RESISTANT COVER RETURN	(75.91)	UTILITY	POWER & GENERATION	R&M/EQUIPMENT
ALTORFER INDUSTRIES, IN	60 -5-61-51208	OIL SAMPLE CONTAINERS	109.50	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
CENTRAL MILLWRIGHT SERV	60 -5-61-51208	JET GENERATOR MNTNCE	1,857.60	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
IL OIL MARKETING EQUIP	60 -5-61-51208	JET FUEL TANK GAUGE	9,491.13	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
BHMG ENGINEERS	60 -5-61-53100	ENG SVCS-ARC FLASH STUDY	618.18	UTILITY	POWER & GENERATION	ENGINEERING EXPENSE
IL MUNICIPAL ELECTRIC A	60 -5-61-64310	MAR 2023 LARGE POWER	1,191,561.87	UTILITY	POWER & GENERATION	LARGE POWER PURCHASE
SAPP BROS TRUCK STOPS I	60 -5-61-65600	FUEL FOR GENSETS	1,481.52	UTILITY	POWER & GENERATION	FUEL OIL
SAPP BROS TRUCK STOPS I	60 -5-61-65600	FUEL ADDITIVE FOR GENSETS	195.99	UTILITY	POWER & GENERATION	FUEL OIL
AIRGAS USA, LLC-NORTH D	60 -5-62-51208	PRESSURE GAUGE	19.18	UTILITY	DISTRIBUTION SYSTEM	R&M SUBSTATIONS
VIPOWER SERVICES	60 -5-62-51208	RAIL SUBSTN MNTNCE	11,446.84	UTILITY	DISTRIBUTION SYSTEM	R&M SUBSTATIONS
ANIXTER INC	60 -5-62-51290	SCREW ANCHORS	2,871.65	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	SPLICE	1,191.50	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	3,606.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	180,148.32	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	1,421.10	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	2,255.49	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	848.51	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	2,150.50	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD - STORM	6,250.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	262.50	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	695.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD-STORM	1,100.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
ANIXTER INC	60 -5-62-51290	PLANK RD -STORM	2,406.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD - STORM	3,246.96	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD - STORM	344.99	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD - STORM	662.07	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD STORM	1,082.14	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	WIRE	102.50	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	PLANK RD STORM	131.10	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ATLAS CRANE SERVICE	60 -5-62-51290	CRANE SERVICE-HYVEE	1,543.75	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	LINE MEASURING TAPE	464.61	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	LINE MEASURING TAPE	767.29	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-65200	UNITAP	1,303.00	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	TOOLS	613.78	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
MENARDS	60 -5-62-65200	SUPPLIES	71.18	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
MENARDS	60 -5-62-65200	DUCT SEAL	3.79	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ROCKFORD RIGGING INC	60 -5-62-65200	TRANSFORMER SLING	662.05	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
SPRINGFIELD ELECTRIC	60 -5-62-65200	WIRE CUTTERS	65.53	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65210	GLOVES/SLEEVES	1,479.05	UTILITY	DISTRIBUTION SYSTEM	SAFETY SUPPLIES
SPRINGFIELD ELECTRIC	60 -5-63-51200	COPPER WIRE	321.97	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
AIRGAS USA, LLC-NORTH D	60 -5-64-51200	WELDING SUPPLIES	331.14	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
CENTRAL MILLWRIGHT SERV	60 -5-64-51200	HYDRO MNTNCE	3,329.60	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
EDLER POWER SERVICES IN	60 -5-64-51200	HYDRO RELAY UPGRADE	9,975.00	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
MCMASTER-CARR	60 -5-64-51200	WEATHER RESISTANT COVER	75.91	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
MCMASTER-CARR	60 -5-64-51200	WEATHER RESISTANT COVER	85.45	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
T & T HYDRAULICS	60 -5-64-51200	HYDRO RTNR/LINE	233.20	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
PEERLESS NETWORK	60 -5-64-56100	1128971 952 N 27TH	163.73	UTILITY	HYDROELECTRIC PLANT	TELEPHONE
AMAZON CAPITAL SERVICES	60 -5-64-65200	BATTERY	164.92	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
CENTRAL MILLWRIGHT SERV	60 -5-72-51100	TANK WELDS	208.10	UTILITY	WATER TREATMENT	R&M BUILDINGS
KENDRICK PEST CONTROL I	60 -5-72-51100	DISPOSAL PLANT	35.00	UTILITY	WATER TREATMENT	R&M BUILDINGS
KENDRICK PEST CONTROL I	60 -5-72-51100	WPWTP	35.00	UTILITY	WATER TREATMENT	R&M BUILDINGS
COMPLETE INTEGRATION &	60 -5-72-51200	PRGRMMING LABOR SVC	667.00	UTILITY	WATER TREATMENT	R&M EQUIPMENT
TEST INC.	60 -5-72-52804	WATER & WWTP CONTRACT	23,331.63	UTILITY	WATER TREATMENT	WS/WWTP SERVICE CONTRACT
PEERLESS NETWORK	60 -5-72-56100	1128970 2901 PEORIA ST	113.73	UTILITY	WATER TREATMENT	TELEPHONE
MIDWEST SALT	60 -5-72-61300	SALT	3,734.26	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,626.12	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,513.33	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,890.31	UTILITY	WATER TREATMENT	SALT
HAWKINS, INC	60 -5-72-62000	CHLORINE	2,141.00	UTILITY	WATER TREATMENT	CHEM FOR PH/IRON CONTROL
CORE&MAIN	60 -5-73-51200	TAP MACHINE	200.00	UTILITY	WATER DISTRIBUTION	R&M EQUIPMENT

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
IL VALLEY EXCAVATING IN	60 -5-73-51520	EXCAV WORK WM	6,436.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
IL VALLEY EXCAVATING IN	60 -5-73-51520	EXCAV WORK WM	5,984.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
IL VALLEY EXCAVATING IN	60 -5-73-51520	EXCAV WORK WM	11,840.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
IL VALLEY EXCAVATING IN	60 -5-73-51520	EXCAV WORK WM	2,685.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
IL VALLEY EXCAVATING IN	60 -5-73-51520	EXCAV WORK WM	3,816.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
IL VALLEY EXCAVATING IN	60 -5-73-51520	EXCAV WORK WM	3,931.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
UTILITY EQUIPMENT CO	60 -5-73-52000	VETERANS PARK	560.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	VETERANS PARK	1,100.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	7TH & HENRY ST	675.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS
JOHNSON CONTROLS SECURI	60 -5-73-52940	4428 HOLLERICH-QTRLY	203.76	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
FERGUSON WATERWORKS	60 -5-73-52960	COUPLER	876.89	UTILITY	WATER DISTRIBUTION	R&M METERS
FERGUSON WATERWORKS	60 -5-73-52960	BRASS CHECK VALVE	154.94	UTILITY	WATER DISTRIBUTION	R&M METERS
CHAMLIN & ASSOCIATES IN	60 -5-73-53100	GIS WTER SYSTM MAPNG	2,803.00	UTILITY	WATER DISTRIBUTION	ENGINEERING
CHAMLIN & ASSOCIATES IN	60 -5-73-53100	GIS STORM SYSTM MAPNG	27,000.00	UTILITY	WATER DISTRIBUTION	ENGINEERING
PEERLESS NETWORK	60 -5-73-56100	1128982 1352 E ROCK ST	323.15	UTILITY	WATER DISTRIBUTION	TELEPHONE
PEERLESS NETWORK	60 -5-73-56100	1128984 700 30TH ST	56.48	UTILITY	WATER DISTRIBUTION	TELEPHONE
FERGUSON WATERWORKS	60 -5-73-65200	SUPPLIES	331.12	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
FERGUSON WATERWORKS	60 -5-73-65200	ENLARGED BASE	142.88	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	60 -5-73-65200	SUPPLIES	121.96	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	60 -5-73-65210	SAFETY GLASSES	24.47	UTILITY	WATER DISTRIBUTION	SAFETY SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-73-65210	SAFETY GLOVES	142.58	UTILITY	WATER DISTRIBUTION	SAFETY SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-73-65210	NAMBO-SAFETY GEAR	149.99	UTILITY	WATER DISTRIBUTION	SAFETY SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-73-65210	NAMBO SAFETY	139.99	UTILITY	WATER DISTRIBUTION	SAFETY SUPPLIES
ARROW SALES & SERVICE	60 -5-74-51200	WWTP-EXTINGSHR SVC	178.00	UTILITY	WATER DISPOSAL PLANT	R&M EQUIPMENT
CENTRAL MILLWRIGHT SERV	60 -5-74-51200	FABRC NEW PUMP STNDS	2,767.65	UTILITY	WATER DISPOSAL PLANT	R&M EQUIPMENT
J B CONTRACTING CORP	60 -5-74-51200	WWTP-PUMP REPAIR	18,500.00	UTILITY	WATER DISPOSAL PLANT	R&M EQUIPMENT
CHAMLIN & ASSOCIATES IN	60 -5-74-53100	NARP 2022 PLAN PREP PH 1	360.00	UTILITY	WATER DISPOSAL PLANT	ENGINEERING
HAWKINS, INC	60 -5-74-61800	CALCIUM HYPO POOL TAB	278.47	UTILITY	WATER DISPOSAL PLANT	CHLORINE
REPUBLIC SERVICES #792	60 -5-74-65200	WWTP WASTE CONTAINER	354.72	UTILITY	WATER DISPOSAL PLANT	OPERATING SUPPLIES
BALDIN'S GARAGE	60 -5-75-51300	E526 MNTNCE	2,917.48	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E501 MNTNCE	2,591.93	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E106 TRUCK MNTNCE	498.68	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E401 MNTNCE	3,046.88	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
KING TIRE	60 -5-75-51300	W201 FRONT ALIGN	70.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
TEREX SERVICES	60 -5-75-51300	E301 MNTNCE	417.57	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
TEREX SERVICES	60 -5-75-51300	E202 MNTNCE	1,854.14	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
TEREX SERVICES	60 -5-75-51300	E301 MNTNCE	14,862.85	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
CHAMLIN & ASSOCIATES IN	60 -5-77-88405	4TH ST WM IMPROV	25,757.50	UTILITY	PLANT & EQUIPMENT	NEW WATER MAIN

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
CHAMLIN & ASSOCIATES IN	60 -5-77-88432	INDUSTRIAL DR RECONSTRUCT	661.50	UTILITY	PLANT & EQUIPMENT	MVP DEVELOPMENT
CHAMLIN & ASSOCIATES IN	60 -5-77-88432	MVP SITE DILIGENCE	730.50	UTILITY	PLANT & EQUIPMENT	MVP DEVELOPMENT
CHAMLIN & ASSOCIATES IN	60 -5-77-88432	MASTER BLDR WAY PH1-ROAD	3,750.50	UTILITY	PLANT & EQUIPMENT	MVP DEVELOPMENT
CHAMLIN & ASSOCIATES IN	60 -5-77-88432	MVP W&S PH 1	3,499.00	UTILITY	PLANT & EQUIPMENT	MVP DEVELOPMENT
STOTT CONTRACTING, LLC	60 -5-77-88432	GAF UTILITIES	211,385.70	UTILITY	PLANT & EQUIPMENT	MVP DEVELOPMENT
CHAMLIN & ASSOCIATES IN	60 -5-77-88433	POHAR CROSSG-ELEC	1,157.00	UTILITY	PLANT & EQUIPMENT	POHAR SUBD UTILITIES
CHAMLIN & ASSOCIATES IN	60 -5-77-88450	PILOT STUDIES-WW	5,344.50	UTILITY	PLANT & EQUIPMENT	WTP UPGRADES
CHAMLIN & ASSOCIATES IN	60 -5-77-88500	AREA 5 PH1 SS	4,725.00	UTILITY	PLANT & EQUIPMENT	SEWER SEPARATION PROJECTS
CHAMLIN & ASSOCIATES IN	60 -5-77-88500	AREA 5 PH2 SS	4,550.00	UTILITY	PLANT & EQUIPMENT	SEWER SEPARATION PROJECTS
CHAMLIN & ASSOCIATES IN	60 -5-77-88513	N TRUNK SEWER LIFT STN	1,518.50	UTILITY	PLANT & EQUIPMENT	TRUNK LINE-SEWER
CHAMLIN & ASSOCIATES IN	60 -5-77-89830	CENTER ST SUBSTN	7,070.50	UTILITY	PLANT & EQUIPMENT	SUBSTATION
CHAMLIN & ASSOCIATES IN	60 -5-77-89830	BREWERY DEMO	616.00	UTILITY	PLANT & EQUIPMENT	SUBSTATION
ADVANCED SANITATION	80 -5-90-59900	LF-PRTBLE TOILET RENTLS	172.00	LANDFILL	OPERATING EXPENSES	CONTRACTUAL SERVICE
ADVANCED SANITATION	80 -5-90-59900	LF-PRTBLE TOILET RNTL	344.00	LANDFILL	OPERATING EXPENSES	CONTRACTUAL SERVICE
PEERLESS NETWORK	85 -5-90-56100	1128973-4251 ED URBAN DR	305.50	AIRPORT	OPERATING EXPENSES	TELEPHONE
ADVANCED SANITATION	85 -5-90-59900	ARPT-PRTBLE TOILET RENTLS	182.00	AIRPORT	OPERATING EXPENSES	CONTRACTUAL SERVICE
MENARDS	85 -5-90-65200	POLE BRKR	64.54	AIRPORT	OPERATING EXPENSES	OPERATING SUPPLIES
MENARDS	85 -5-90-65200	REBAR	32.88	AIRPORT	OPERATING EXPENSES	OPERATING SUPPLIES
MENARDS	85 -5-90-65200	POLE BRKR	64.54	AIRPORT	OPERATING EXPENSES	OPERATING SUPPLIES
IV NET	85 -5-90-92900	APR23 PORT CHARGE	50.00	AIRPORT	OPERATING EXPENSES	MISCELLANEOUS EXP
P & D SIGNS INC	85 -5-90-92900	IVRA SIGN (HALF)	3,065.00	AIRPORT	OPERATING EXPENSES	MISCELLANEOUS EXP

Total Accts Payable Disbursements \$ 2,124,655.23

City of Peru Payroll Totals

GENERAL FUND

10 ELECTED OFFICIALS	7317.33
12 CLERK'S OFFICE	2234.2
14 ENGINEER	12751.06
15 ADMINISTRATIVE	1,148.75
16 POLICE	91777.81
17 FIRE	24291.24
19 STREET	27438.34
22 BUILDING & GROUNDS	753.55
23 PARKS	7194.29
24 CEMETERY	4069.32
25 CITY GARAGE	6048.19
26 FINANCE	8482.61
27 IT	6455.25
28 LEGAL	6,436.33
29 HUMAN RESOURCES	5,667.51
10 TOTAL GENERAL FUND	\$ 212,065.78
UTILITY FUND	
12 CLERK'S OFFICE	5,351.86
15 ADMINISTRATIVE	2,265.61
61 POWER & GENERATION	20,891.88
62 DISTRIBUTION SYSTEM	58,073.69
64 HYDROELECTRIC PLANT	6,615.29
73 WATER DISTRIBUTION	22,516.48
60 TOTAL UTILITY FUND	\$ 115,714.81
TOTAL ALL PAYROLL EXPENSE	\$ 327,780.59



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peru@chamlin.com • www.chamlin.com
Professional Design Firm License No. 184-001717

April 5, 2023

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

SUBJECT:

Water and Sewer Acreage and Impact Fees 2023

Dear Mayor:

The City of Peru Water and Sewer Acreage and Impact Fee, which was adopted by the City Council in May 2007, includes a requirement to escalate the assessment and front footage fees in accordance with a construction cost index published periodically in the publication, *Engineering News Record*. I am enclosing a spreadsheet in which I have calculated the appropriate escalation to be effective May 1, 2023, based upon the latest published index. The bolded line represents the appropriate information for the current year. I have also included a copy of the page which includes the pertinent index.

If you have any questions regarding this, please don't hesitate to contact me.

Sincerely,

CHAMLIN & ASSOCIATES, INC.

Don W. Bixby, P.E.

DWB:amd

cc:

David R. Bartley, City Clerk

Eric Carls, City Engineer

Mike Perry

File No. 5000.07

Enclosure

ENR's 20-city average cost indexes, wages and materials prices. Historical data for ENR's 20 cities can be found at ENR.com/economics

Construction Cost Index

⁺2.6%

ANNUAL INFLATION RA	ΤE	APR. 2	023
1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	13229,57	+0.4%	+2.6%
COMMON LABOR	24806.90	+0.7%	+1.2%
WAGE \$/HR.	47.73	+0.7%	+1.2%

The Construction Cost Index's annual escalation rose 2.6%, while the monthly component rose 0.4%.

Building Cost Index

NNUAL NELATION RATE

		923S00	44(849)	¥10050
		100		
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4	2	-		/ (6)
		In.	-	
	91.8	VIIV	ΣĦ	

INCLAIRIN	TAIL	HI III A	,,,, ,
1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	8000.68	0.0%	+4.2%
SKILLED LABOR	11445.22	+0.4%	+3.0%
WAGE S/HR.	63.18	+0.4%	+3.0%

The Building Cost Index was up 4.2% on an annual basis, while the monthly component stayed flat.

Materials Cost Index

MONTHLY NELATION PATE

1913=100

MATERIALS COST

CEMENT S/TON

LUMBER S/MBF

STEEL \$/CWT

-0.2%

APR. 2023

INDEX VALUE MONTH YEAR

5870.49 -0.2% +6.2%

190.44 +2.1% +19.8%

96.02 +0.2% +15.2%

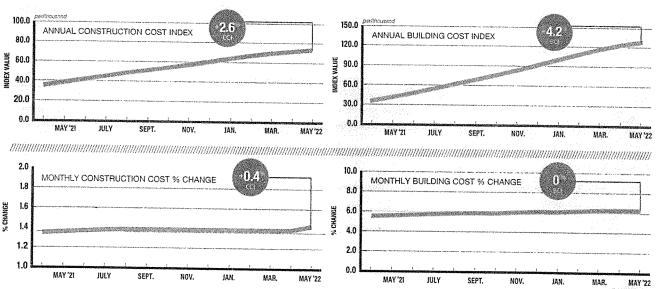
-2.1%

-13.9%

The Materials Cost Index fell 0.2% this month, while the annual escalation rate increased 6.2%.

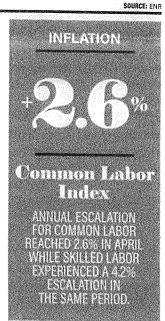
962.19

Inflation's Pulse Year-to-year and monthly percent changes for ENR's cost indexes



Cost Index Review

		CONSTR	UCTION	BUIL	DING	SKILLED	WAGES	COMMON	WAGES
BASE 1	ÆAR	1913	1967	1913	1967	1913	1967	1913	1967
2022	Mar.	12791.43	1190.83	7565.14	1119.78	11112.05	1090.40	24511.71	1182,52
*******************************	Apr.	12898.96	1200.84	7677.45	1136.40	11114,27	1091.62	24511.71	1182.52
***************************************	May	13004.47	1210.66	7785.64	1152.41	11125.38	1092.34	24511.71	1182.52
	June	13110.50	1220.53	7889.98	1167.86	11169.88	1096.27	24560.73	1184.44
Production of the second	July	13167.84	1225.87	7950.39	1176.80	11181.05	1097.10	24560,73	1184.44
*******************************	Aug.	13171.07	1226.17	7952.50	1177.11	11214.59	1100.06	24585.29	1186.04
	Sept.	13173.43	1226.39	7958.27	1177.97	11293.09	1107.33	24634.46	1188.53
	Oct.	13174.92	1226.53	7965.04	1178.97	11304.38	1108.85	24634.46	1188.53
	Nov.	13174.98	1226.53	7966.96	1179.25	11308.90	1109.30	24634.46	1188.53
	Dec.	13175.00	1226.54	7971.26	1179.89	11320.21	1110.36	24634.46	1188.53
2023	Jan.	13175.03	1226.54	7976.68	1180.69	11331.53	1111,95	24634.46	1188.53
The Control of the Section	Feb.	13175.93	1226.62	7989.84	1182.64	11365.52	1114.75	24634.46	1188.53
	Mar.	13176.30	1226.66	8000.61	1184.24	11399.62	1117.73	24634.46	1188.53
	Apr.	13229.57	1231.62	8000.86	1184.27	11445.22	1122.58	24806.90	1196,96





Post Office Box 299 Peru, Illinois 61354

April 17, 2023

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

RE:

Petition of Ryan S. Jeppson and Kayla M. Jeppson d/b/a Stigma Tattoo Studio LLC 1824 4th Street, Peru, IL (PIN# 17-17-436-002)

Gentlemen:

Pursuant to legal notice published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru convened for a public hearing on Wednesday, April 12, 2023, at 5:10 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Ryan S. Jeppson and Kayla M. Jeppson d/b/a Stigma Tattoo Studio LLC ("Petitioners") concerning property commonly known as 1824 4th Street in the City of Peru, Illinois, legally described as follows:

THE WEST 33 FEET OF LOT 4 IN BLOCK 34 IN NINEWA ADDITION TO THE TOWN, NOW CITY OF PERU, EXCEPTING COAL AND MINERALS AND THE RIGHT TO MINE AND REMOVE THE SAME, AND SUBJECT TO PARTY WALL AGREEMENTS.

PIN #: 17-17-436-002 ("Property")

Petitioners, as tenants under lease with the Property owner, desire to operate a body art establishment and request the following relief under the City's Zoning Ordinance, to wit:

- (1) A text amendment to Section 11.04(d) to add "Body Art Establishment" as Special Use in a B-3 Central Business District;
- (2) Granting Petitioners a Special Use to operate a Body Art Establishment at the Property; and
- (3) For such other and further relief as may be reasonable and appropriate.

The Property is located in a B-3 Central Business District

Planning/Zoning Commission Members Miller, Lucas, Kalsto, Grabowski, Brady, Moreno and Jones were present at the hearing. No Members were absent.

Petitioners Ryan S. Jeppson and Kayla M. Jeppson appeared and were duly sworn. Mr. Charles Helmig and attorney James Helmig also appeared on behalf of the Property owner and were duly sworn.

Ms. Jeppson testified that they would like to run a small tattoo studio at the Property. They have room for two artists, maximum. Tattoos will be all they do. They will not do piercings or any other kind of body modification. The business will have a family atmosphere and Petitioners' kids will be in and out all the time. Ryan will be the main artist and they have room for one more.

Mr. Jeppson testified that he has been tattooing for 12 years. He previously worked at Permanent Images in Ottawa. Petitioners just got married and have 3 kids at home. Mr. Jeppson wants to start up his own shop.

Ms. Jeppson added that they need a storefront for Ryan to do his appointments. He already has a sizable clientele built up over the years.

Attorney Schweickert informed the Planning/Zoning Commission that his office recently received a copy of the business's License, Permit, Certification, Registration from the State of Illinois Department of Public Health. Mr. Jeppson stated they had already paid \$550 for it in advance and had to allow them to do the inspection at the Property or they would lose the payment. Ms. Jeppson added they have already been state inspected and approved and the business has been set up as an LLC.

Attorney Schweickert advised the P/Z Commission that Petitioners already made some investment into the Property before they became aware of the required zoning approvals. Petitioners stated that they made approximately \$10,000 - \$15,000 in improvements to the Property. Mr. Jeppson added that they didn't know about the zoning requirements. Attorney Schweickert noted that the City of Peru did not have a body art establishment until recently with the approval of Michael Lock's petition in August of 2022, which added a text amendment to B-4 Zoning Districts.

Chairman Miller requested comment from the City's Director of Engineering and Zoning, Eric Carls. Engineer Carls commented that he appreciates the investment Petitioners have made in the Property. In response to questioning from Engineer Carls about signage, Mr. Jeppson responded that the storefront windows are lit. Ms. Jeppson added that they are LED strips. Engineer Carls noted that the City does have a lighted sign policy and depending on the outcome of this hearing and the City Council's decision, he would like to review that with Petitioners. Carls had no objection.

Chairman Miller called for public comments and objections.

Lisa Moore commented that Mr. Jeppson is her son. She testified that Petitioners are very family oriented. The business will not be a wild tattoo place like some would assume; she promised it will be very calm.

Richard Moore commented that Mr. Jeppson is his stepson. He joked that Ryan would not get a job some place else based on his tattooed appearance, and said he is excellent at what he does. Mr. Moore also displayed some of Ryan's art on his own body. He added that Mr. Jeppson is recently married and trying to make a living for his family.

The Planning/Zoning Commission found the requested relief will not alter the essential character of the locality; will not be detrimental or injurious to other properties in the area; will not impair an adequate supply of light or air to adjacent properties, or increase the danger of fire, or endanger the

public safety, or diminish or impair property values and will not increase street congestion and, therefore, favorable recommended to the City Council that it grant the relief as prayed for in the Petition.

Member Lucas moved, and Member Moreno seconded, to favorably recommend the City Council approve the Petition as prayed for. The motion passed unanimously: 7 aye, 0 nay, and no Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the

Planning/Zoning Commission

AN ORDINANCE APPROVING A TEXT AMENDMENT TO SECTION 11.04(d) OF THE ZONING ORDINANCE, AND GRANTING A SPECIAL USE AS SOUGHT BY THE PETITION OF RYAN S. JEPPSON AND KAYLA M. JEPPSON d/b/a STIGMA TATTOO STUDIO LLC CONCERNING PROPERTY LOCATED AT 1824 4TH STREET, IN THE CITY OF PERU, ILLINOIS.

WHEREAS, a Petition has been filed by Ryan S. Jeppson and Kayla M. Jeppson d/b/a Stigma Tattoo Studio LLC ("Petitioners") requesting a text amendment to Section 11.04(d) of the City of Peru Zoning Ordinance No. 3817 ("Zoning Ordinance") to add a special use for "Body Art Establishment" to B-3 Central Business Districts; and

WHEREAS, Petitioners, with the permission and support of the Property owner, have further requested that the City grant them a special use to operate a body art establishment at the property commonly known as 1824 4th Street in the City of Peru, Illinois, legally described as follows:

THE WEST 33 FEET OF LOT 4 IN BLOCK 34 IN NINEWA ADDITION TO THE TOWN, NOW CITY OF PERU, EXCEPTING COAL AND MINERALS AND THE RIGHT TO MINE AND REMOVE THE SAME, AND SUBJECT TO PARTY WALL AGREEMENTS.

PIN #: 17-17-436-002 ("Subject Property"); and

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru conducted a public hearing on April 12, 2023, to consider the Petition; and

WHEREAS, the Planning/Zoning Commission has made its report of the hearing and has unanimously recommended that the City Council approve the Petition as prayed for; and

WHEREAS, the City Council of the City of Peru finds and determines that, based upon the record including the testimony and evidence presented, that approval of the proposed text amendment and requested special use is in the best interest of the City and its residents.

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

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

SECTION 2: Text Amendment. Section 11.04(d) of the City of Peru Zoning Ordinance shall be and is hereby amended to add the following as a special use within B-3 Central Business Districts:

"Body art establishment operating in strict compliance with the Tattoo and Body Piercing Establishment Registration Act (410 ILCS 54/1 *et seq.*), as amended, and the regulations promulgated thereunder."

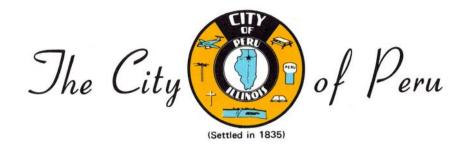
SECTION 3: Special Use. The Petitioners are hereby granted a special use pursuant Section 11.04(d) of the City of Peru Zoning Ordinance to operate a "body art establishment operating in strict compliance with the Tattoo and Body Piercing Establishment Registration Act (410 ILCS 54/1 *et seq.*), as amended, and the regulations promulgated thereunder" at the Subject Property.

This special use shall be exclusive to only Petitioners, as operators of the body art establishment, at the Subject Property, and shall be subject to the condition that Petitioners comply with all applicable state laws, regulations, City codes and ordinances. Nothing in this Ordinance shall be construed to preempt any private covenants and restrictions that may be applicable to the Subject Property.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PRESENTED, PASSED, AND ADOP	TED at a regular meeting of the City Council of the
City of Peru, Illinois, by an aye and nay roll call	vote, with voting aye, voting nay,
absent, and Mayor Kolowski voting	, which meeting was held on the 24 th day of April,
2023.	
	APPROVED: April 24, 2023
	Ken Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
David R. Bartley City Clerk	
City Clerk	
Aldermen Aye Nay Absent Ballard Tieman Payton Edgcomb Waldorf Sapienza Lukosus	

Buffo



Post Office Box 299 Peru, Illinois 61354

April 17, 2023

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

RE:

Petition of Donna Ristau

2419 4th Street, Peru, IL (PIN# 17-17-325-007)

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, April 12, 2023, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Donna Ristau ("Petitioner") concerning property commonly known as 2419 4th Street in the City of Peru, Illinois, legally described as follows:

THE EAST FIFTY (50) FEET OF LOT SEVEN (7) IN BLOCK EIGHT (8) IN HOSCHEIT'S ADDITION TO THE CITY OF PERU, EXCEPTING AND RESERVING ALL COAL AND MINERALS WITH ALL MINING RIGHTS HAVE HERETOFORE BEEN CONVEYED FROM SAID PREMISES; SITUATED IN LASALLE COUNTY, ILLINOIS.

PIN #: 17-17-325-007 ("Property")

Petitioner desires to replace the existing deck on the east side of the Property with a new 22' x 10' three season room and requests the following relief under the City's Zoning Ordinance, to wit:

- (1) A variance to reduce the east side yard setback from not less than 20', as provided in Section 11.05(h)(3), to not less than 3';
- (2) A waiver from Section 9.03(b) to allow for the expansion of the existing nonconforming residential use: and
- (3) For such other and further relief as may be reasonable and appropriate.

The Property is zoned B-4 Highway Business District.

Planning/Zoning Commission Members Miller, Lucas, Kalsto, Grabowski, Brady, Moreno and Jones were present at the hearing. No Members were absent.

Petitioner Donna Ristau appeared and was duly sworn. Ms. Ristau testified that the deck has failed, and they had to go through this same process over 30 years ago. The Property is located just west of Coldwell Banker parking lot, and they do not mind. Petitioner decided that she would get more use out of a three-season room. The proposed improvement will be two feet further south to enclose the kitchen windows and a bit shorter than the existing deck on the north side.

Chairman Miller asked the City's Director of Engineering and Zoning, Eric Carls, if there were any problems with height. Engineer Carls responded that he had reviewed the Petition and plans, met with the Petitioner, and had no objection to what Petitioner desires to do. Engineer Carls noted the Property is an existing non-conforming use in the City's B-4 district, which is not uncommon along 4th Street. Many of these non-conforming residences have trouble meeting setback requirements, but Carls find anything problematic with Petitioner's requested variance.

There were no public comments or objections.

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

Member Brady moved, and Member Moreno seconded, to favorably recommend the City Council approve the Petition as prayed for. The motion passed unanimously: 7 aye, 0 nay, and no Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the Planning/Zoning Commission

ORDINANCE	NO

AN ORDINANCE GRANTING A VARIANCE AND WAIVER AS SOUGHT BY THE PETITION OF DONNA RISTAU CONCERNING PROPERTY LOCATED AT 2419 4TH STREET IN THE CITY OF PERU, ILLINOIS

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru conducted a public hearing on April 12, 2023, to consider the Petition of Donna Ristau ("Petitioner") concerning property located at 2419 4th Street in the City of Peru, Illinois, legally described as follows:

THE EAST FIFTY (50) FEET OF LOT SEVEN (7) IN BLOCK EIGHT (8) IN HOSCHEIT'S ADDITION TO THE CITY OF PERU, EXCEPTING AND RESERVING ALL COAL AND MINERALS WITH ALL MINING RIGHTS HAVE HERETOFORE BEEN CONVEYED FROM SAID PREMISES; SITUATED IN LASALLE COUNTY, ILLINOIS.

PIN #: 17-17-325-007 ("Subject Property"); and

WHEREAS, the Subject Property is zoned B-4 Highway Business District and the residence located thereon exists as a nonconforming use; and

WHEREAS, Petitioner desires to replace the existing deck on the east side of the Subject Property with a new 22' x 10' three season room and requests: (1) a variance to reduce the east side yard setback from not less than 20', as provided in Section 11.05(h)(3), to not less than 3'; and (2) a waiver from Section 9.03(b) to allow for expansion of the existing nonconforming residential use; and

WHEREAS, the Planning/Zoning Commission has made its report of the hearing and has unanimously recommended that the City Council approve the variance and waiver sought by Petitioner.

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

SECTION 1: The City Council finds as facts the recitals hereinbefore set forth.

SECTION 2: The Subject Property is hereby granted (1) a variance to reduce the east side yard setback from not less than 20', as provided in Section 11.05(h)(3), to not less than 3'; and (2) a

waiver from Section 9.03(b) to allow for an expansion of the existing nonconforming residential use, all for the purpose of constructing a three season room in accordance with plans on file with the City.

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

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval according to law.

approval according to law.	
PRESENTED, PASSED, AND A	ADOPTED at a regular meeting of the City Council of the
City of Peru, Illinois, by an aye and nay ro	ll call vote, with voting aye, voting nay,
absent, and Mayor Kolowski votir	ng, which meeting was held on the 24 th day of April,
2023.	
	APPROVED: April 24, 2023
(CORPORATE SEAL)	Ken Kolowski, Mayor
ATTEST:	
David R. Bartley City Clerk	
Aldermen Aye Nay Absent Ballard	
Tieman	
Payton	
Edgcomb	
Waldorf	
Sapienza	
Lukosus	
Buffo	



Post Office Box 299 Peru, Illinois 61354

April 17, 2023

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

RE:

Petition of Greg and Dawn Coble

2328 10th Street, Peru, IL (PIN# 17-17-108-001)

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, April 12, 2023, at 5:10 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Greg and Dawn Coble ("Petitioners") concerning property generally located 2328 10th Street in the City of Peru, Illinois, legally described as follows:

THE WEST HALF OF LOT 5 AND ALL OF LOT 6 IN BLOCK 5 IN TILDEN'S ADDITION TO PERU.

PIN #: 17-17-108-001 ("Property")

Petitioners desire to construct a fence and request the following relief, to wit:

- (1) That the City enter into a License Agreement with Petitioners to allow the fence to encroach 7' upon the City's Cross Street right-of-way to the west and/or a variance to reduce the side yard setback abutting a street from not less than 25', as provided in Sections 6.03(b)(5)d. and 10.04 (h)(2)a. of the Zoning Ordinance, to not less than 0';
- (2) That the City enter into a License Agreement with Petitioners to allow the fence to encroach 7' upon the City's right-of-way to the south of the Property or otherwise pass an ordinance vacating the alley in Block 5 of Tilden's Addition; and
- (3) For such other and further relief as may be reasonable and appropriate.

The Property is zoned R-3 Single and Two-Family District.

Planning/Zoning Commission Members Miller, Lucas, Kalsto, Grabowski, Brady, Moreno and Jones were present at the hearing. No Members were absent.

Petitioner Greg Coble appeared and was duly sworn. Mr. Coble testified that he lives on a corner lot and desires to close in his backyard. He noted that a property one block southeast of him had done the

same thing. He requests to build the fence on part of the alley to the south as well, stating that there is no reason for anybody to go in the alley and there is already a fence in the middle of the block that encroaches on the alley. Mr. Coble stated that he would like to get a dog.

Chairman Miller requested comment from the City's Director of Engineering and Zoning, Eric Carls. Engineer Carls stated that his office had reviewed the Petition. The only known utility in the alleyway is an aerial telephone line. Engineer Carls stated he had no objection to the encroachment or vacation of the alley.

Engineer Carls noted that the City has received several requests lately to encroach upon, and enclose, City right-of-way with private fences. As was done with those requests, Carls said it was his recommendation to deny the requested encroachment upon the Cross Street right of way to the west of the Property. However, he had no objection to reducing the west side yard setback to 0'.

Corporation Counsel Scott Schweickert stated that he had corresponded with Mark Bubb, the neighbor directly south of the Property. Attorney Schweickert read Mr. Bubb's initial correspondence into the record:

I would like to submit my opposition to the variance based on the following reasons. I request that you oppose it also.

The 7 foot into the right of way, or the vacate of right away, I oppose that because of the loss of access to the utility lines without driving through my yard, and possibly ripping up my landscaping. Greg Kobel is a construction contractor, and he was well aware of the property boundaries and setback ordinances when he purchased the property. If he wants to put up a fence I feel he should do it on HIS property, including the required setbacks.

The West setback being reduced to a 0 foot setback would cause line of sight problems for traffic at the intersections of 10th and Cross streets, and 9th and Cross streets, possibly leading to more car, or pedestrian accidents. Are 0 feet setbacks actually a thing? Setbacks are included in ordinances for a reason. I also think that the bushes that were planted on the west side of his property are already in violation of the setback ordinance. I request that you oppose the variance based on these potential problems. I will also be attending the hearing on this variance request to voice my opposition to it.

My name is Mark Bubb. I live at the property that abuts the Kobel property to the South. The right of way is situated between our 2 corner lot properties. My address is 1303 cross Street, Peru, Illinois.

Sincerely, Mark Bubb

Attorney Schweickert stated that he and an alderman had follow-up communications with Mr. Bubb and Mr. Bubb had the opportunity to review the drawing included with the Petition, which cleared up some confusion. Attorney Schweickert then read Mr. Bubb's subsequent correspondence into the record:

My whole opposition to Greg's fence was the idea, in my mind, that he was going to construct his fence, in the middle of the right of way, between our properties for the

complete distance from east to west of the properties. And that he was going to place a fence, with 0 setback, right next to Cross Street on the West side of his property. This was based on the wording in the setback variance, and right of way variance/vacate proposition, but not on the proposal map. An alderman from my ward came over to discuss this issue with me. He pointed out that on a the proposition map of Greg's property, that there was a dotted line that represented the planned location of the fence. I had previously missed that detail. So my opposition to the variances and fence location was based on a misunderstanding that I had. At this point, if the fence is placed exactly as laid out on the map, and the wording in the proposal is changed to reflect what the proposed location is on the map, I have no objection to the fence, or variance alterations, and vacate of the alley. This is based on each of us getting half of the right of way, if it is vacated, and that the fence is constructed exactly as laid on in the proposal map. I am still planning to attend the hearing on this matter.

The text in the next paragraph below is a text message that I sent to Greg Coble. It reflects the current situation.

Greg,

I am writing to you concerning your variance request and fence construction project. Initially I was opposed to it based on the wording of the setbacks, and the vacate right of way proposal. I did not thoroughly look at the drawn map of the proposed location of the fence. I have been in contact with many city representatives on this issue. One of the aldermen that I contacted came over and discussed the issue with me and pointed out the dotted line representing the proposed fence location on a diagram map of your property. If the dotted line is where you plan to install the fence I have no problem with it. The words in the proposal do not match the diagram though, so before I agree to withdraw my opposition to the variance alterations, I would like the word description to exactly match the dotted lines on your proposed fence map. Now, with the exact location of the fence explained to me, I feel that you did take into consideration my property, and I want to thank-you for that. I will withdraw my objection based on the fence being placed as it is exactly by the dotted lines on your diagram. I did not want a fence in the center of the right of way all the way to Cross street. The fact that the fence is north of your gravel driveway up to your shed makes it a good plan for me. Running the fence 7 feet from the shed, into the right of way, to your property line, is ok with me also. The West fence being inside your privacy bushes works for me. Please do not misunderstand me. I am not saying that you need my blessing, all I am saying is that if the fence is constructed exactly as laid out in your map, I will NOT oppose it. The alderman is also in favor of vacating the right of way, with half to you, and half to me. That is fair, and I will agree to that.

I regret the misunderstanding, I wish that you would have talked to me before your variance request to explain the location of the fence. We probably won't ever be great friends, but I would like to have relationship as a friendly neighbors.

Mark Bubb

Chairman Miller stated that we have precedent with encroachment on the right of way, as Engineer Carls noted, and that it was Chairman Miller's opinion that the City should maintain some consistency in that regard.

In response to questioning from Member Kalsto, Mr. Coble stated that the reason why he wanted to encroach upon the alley to the south was because there is nobody to take care of it. Engineer Carls reiterated that his office did not have any issues with the alley encroachment. In this particular case, it is his recommendation to simply vacate the alley for the entire block. Attorney Schweickert noted that the alley at issue formerly continued at the same location to the block directly west of this block, but that alley was vacated decades ago.

In response to Mr. Coble, Engineer Carls confirmed that the problem was with the encroachment upon the Cross Street right of way on the west side of the Property. Mr. Coble testified that someone just put up a fence encroaching on the right of way a block away from him last year. Mr. Coble testified further that he has a row of tree bushes planted 10' off the curb in the City's right of way, where he was told he could plant them. Carls responded that he does not know who gave him that direction, but it didn't come from his office. Mr. Coble asked why people across the street can have theirs that close, but he can't? There's are grandfathered in, but his aren't? Carls responded that if Mr. Coble provided the addresses, he would look into those encroachments in the City right of way. Mr. Coble asked Carls why he can't just go on his phone and look at the GIS one block away from him. Coble added that the notice sign in his yard was in the yard of that property last year, claiming the City okayed theirs but not his. Carls replied that he wasn't arguing with him, rather he was just telling him what has been done historically, most recently north of Baker Lake. Coble disagreed again citing the neighbor which is located at Green and 9th. Engineer Carls noted that he isn't a voting member; it is just the recommendation from his office.

Member Brady asked what would happen if Petitioners pulled the fence in to the edge of the garage. Mr. Coble responded that he would lose about eight feet of his property, and there would be unattended space between his tree bushes and the fence. Engineer Carls noted that is City property. Mr. Coble responded that he takes care of it. Mr. Coble repeated his contention that the other property owner put up a fence 10' away from the curb, and asked why he can't put up his 12' away.

In response to questioning from Member Grabowski, Mr. Coble said that the neighbor he had been referencing must have come before the Planning/Zoning Commission because he had the city sign in his front yard last year. Members of the Commission agreed that they didn't recall anyone at that location coming before them. Engineer Carls reiterated that he had no problems looking into it. Mr. Coble said the City is going to have to look into it, that they shouldn't be allowed to get away with if he can't put his fence up. Carls replied that he didn't say Petitioners couldn't put the fence up. Carls said it was the recommendation of his office that Petitioners could put the fence up on the Property line with a 0' setback, which is a significant variance from what is required by the Zoning Ordinance. Mr. Coble argued that they didn't set up the lots correctly in these old neighborhoods and that's why they're letting people that live on corners move the fence out to 10'. Carls reiterated that he doesn't know where that is coming from because these requests come through his office, and he is unaware of any permits.

Mr. Coble asked if the City didn't approve the other fence a block away, the owner just put it up? Engineer Carls replied that could be a possibility. Coble then asked why nothing was done about it. Carls said that he just notified him about it, and that he agreed to look into it. Coble responded, "It

takes this to notify?" Carls replied that he doesn't spend his day driving around the City measuring fences.

Chairman Miller interjected that they didn't want to spend the night arguing and asked to proceed with making a recommendation one way or another. Chairman Miller asked Engineer Carls if any of the recommendations should be contingent upon his investigation of the other encroachments alleged by Mr. Coble. Engineer Carls repeated that his office is just making a recommendation of what it has been doing with similar petitions recently. That recommendation and that of the Planning/Zoning Commission, and the decisions of the City Council have been to not allow the enclosure of City right of way as property for the homeowners. Engineer Carls noted the Planning/Zoning Commission can make its recommendation to the City Council, and the Petitioner is free to appeal to the City Council based on that recommendation.

Chairman Miller agreed noting the Planning/Zoning Commission merely makes a recommendation and is not the ultimate decision. The next City Council meeting is 12 days away, which would give Engineer Carls the opportunity to look at these other alleged encroachments and determine whether they received permits or some sort of verbal approval. Engineer Carls commented that he is curious to know who gave Mr. Coble verbal direction to plant trees 10' away from the curb. Mr. Coble responded that he would not mention any names. Carls replied that doesn't help us. Coble said he can't believe that the City didn't know that the fence had been there a year 10' off the setback. Chairman Miller noted there is a lot of properties in the City of Peru. Coble replied there was no fence there before, they just put that up last year and he is surprised that he is the first one to mention it.

Member Moreno stated that Members of Planning/Zoning Commission were looking at the property Mr. Coble had been referencing amongst themselves during the hearing and can't recall the property coming before them. Member Kalso agreed, saying neither the address nor owner's name sounded familiar.

Attorney Schweickert stated that there had been only a few times when the City allowed right of way encroachments in the past several years, most recently during COVID for outdoor patio seating. These were allowed pursuant to right of way encroachment license agreements, which charge an annual fee and have insurance requirements. If the encroachment were allowed, it would be subject to similar terms.

Attorney Schweickert also noted that if the alley were vacated, half of it would go to the owners on the north side and half to the owners on the south side pursuant to state statute. The City would reserve easements for any existing utilities. This would not have any impact on the existing communications easement. AT&T or whomever owns that easement would still have the right to go upon and even remove obstructions within the easement. Mr. Coble said the pole is in the neighbor's yard, not his, and they would come in with ladders. Engineer Carls noted that one of the properties Mr. Coble is complaining of has a fence constructed within the alley several houses east of the Property. If the alley were vacated, that would resolve that issue.

In response to questioning from Member Brady and Member Kalsto, Mr. Coble indicated that his attached garage is approximately 19' from the Cross Street curb. A discussion was amongst the Planning/Zoning Commission and it was determined that the attached garage is very close, if not on, the west property line. In response to Mr. Coble, Engineer Carls stated this likely means that Petitioners' house was built prior to the adoption of the Zoning Ordinance and is nonconforming. Mr. Coble argued that is why encroachment should be allowed in these older parts of town. Engineer Carls

responded that the Zoning Ordinance also provides that you cannot expand on an existing nonconforming use. For instance, if Mr. Coble were to lose his house to a fire, he would not be able to rebuild it right on top of the current foundation.

There were no objectors or public comments.

Chairman Miller moved, and Member Moreno seconded, to recommend that the City Council deny Petitioners' request to allow the fence to encroach 7' upon the City's Cross Street right-of-way to the west. The motion passed unanimously: 7 aye, 0 nay, and 0 Members absent.

The Planning/Zoning Commission found the remaining relief will not alter the essential character of the locality; will not be detrimental or injurious to other properties in the area; will not impair an adequate supply of light or air to adjacent properties, or increase the danger of fire, or endanger the public safety, or diminish or impair property values and will not increase street congestion.

Member Kalsto moved, and Member Grabowski seconded, to favorably recommend that the City Council approve Petitioners' request to vacate the alley in Block 5 of Tilden's Addition. The motion passed unanimously: 7 aye, 0 nay, and 0 Members absent.

A discussion was held concerning a motion to reduce the west yard setback to 0', which would allow the fence to be constructed essentially in line with the west wall of the existing house. Member Brady moved, and Member Moreno seconded, to favorably recommend that the City Council approve Petitioners' request for a variance to reduce the side yard setback abutting a street from not less than 25', as provided in Sections 6.03(b)(5)d. and 10.04 (h)(2)a. of the Zoning Ordinance, to not less than 0'. The motion passed unanimously: 7 aye, 0 nay, and 0 Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the Planning/Zoning Commission

NO)
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AN ORDINANCE GRANTING A VARIANCE AS SOUGHT BY THE PETITION OF GREG AND DAWN COBLE CONCERNING PROPERTY LOCATED AT 2328 10TH STREET IN THE CITY OF PERU, ILLINOIS

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru conducted a public hearing on April 12, 2023, to consider the Petition of Greg and Dawn Coble ("Petitioners") concerning property located at 2328 10th Street in the City of Peru, Illinois, legally described as follows:

THE WEST HALF OF LOT 5 AND ALL OF LOT 6 IN BLOCK 5 IN TILDEN'S ADDITION TO PERU.

PIN #: 17-17-108-001 ("Property"); and

WHEREAS, Petitioners desire to construct a fence in the rear yard of the Property and seek a variance to reduce the side yard setback abutting a street from not less than 25', as provided in Sections 6.03(b)(5)d. and 10.04 (h)(2)a. of the Zoning Ordinance, to not less than 0'; and

WHEREAS, the Planning/Zoning Commission has made its report of the hearing and has unanimously recommended that the City Council approve the required variance.

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

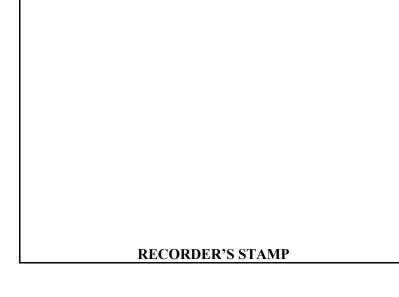
SECTION 1: The City Council finds as facts the recitals hereinbefore set forth.

SECTION 2: The Property is hereby granted a variance to reduce the setback for the side yard abutting Cross Street from not less than not less than 25', as provided in Sections 6.03(b)(5)d. and 10.04 (h)(2)a. of the Zoning Ordinance, to not less than 0' for the purposes of constructing a fence in accordance with plans on file with the City.

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

approval according to law.	
PRESENTED, PASSED, AND ADOI	PTED at a regular meeting of the City Council of the
City of Peru, Illinois, by an aye and nay roll call	vote, with voting aye, voting nay,
absent, and Mayor Kolowskivoting	, which meeting was held on the 24 th day of April,
2023.	
	APPROVED: April 24, 2023
	Ken Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
David R. Bartley City Clerk	
Aldermen Aye Nay Absent Ballard Tieman Payton Edgcomb Waldorf Sapienza Lukosus Buffo	

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and



ORDINANCE NO.

AN ORDINANCE VACATING THE ALLEY LOCATED IN BLOCK 5 OF TILDEN'S ADDITION TO THE CITY OF PERU.

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

WHEREAS, in accordance with Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, the City is authorized to vacate any street or alley located within the corporate limits of the City by ordinance passed by the affirmative vote of at least three-fourths of the corporate authorities then holding office; and

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru conducted a public hearing on April 12, 2023, to consider the Petition of Greg and Dawn Coble ("Petitioners") concerning property commonly known as 2328 10th Street in the City of Peru, Illinois ("Property"); and

WHEREAS, Petitioners desire to construct a fence in the rear yard of the Property and sought, among other relief, that the City vacate a certain 14' wide east-west alley in Block 5 of Tilden's Addition to the City of Peru, as described and depicted on Vacation Plat attached hereto and incorporated herein (hereinafter "Alley"); and

WHEREAS, the Planning/Zoning Commission has made its report of the hearing and has unanimously recommended that the City Council vacate the Alley; and

WHEREAS, the City Council finds and determines that the Alley is no longer necessary, appropriate, required for the use of, or profitable to the City, and that vacating the Alley is in the best interests of the City; and

WHEREAS, the City Council finds and determines that the public interest will be subserved by vacating said Alley to the abutting property owners without compensation, particularly when considering the relief to the public from further burden and responsibility of maintaining the Alley herein vacated, the lack of City utilities currently located in the Alley, and the City's retention of a permanent easement in the Alley for the construction, maintenance and repair of any City utilities that may be required in the future.

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

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

SECTION 2: The City Council of the City of Peru, Illinois, hereby vacates the Alley subject to the terms set forth in this Ordinance.

SECTION 3: Upon vacation of the Alley, title to the north one-half of the Alley herein vacated shall vest in the record owners of the land abutting the north side of the vacated Alley for the extent of the common borders of their respective parcels with the said Alley; and title to the south one-half of the Alley herein vacated shall vest in the record owners of the land abutting the south side of the vacated Alley for the extent of the common borders of their respective parcels with the said Alley.

The owners, addresses, and permanent index numbers of the land abutting the north one-half of the Alley described above are as follows:

Property Owner(s)	<u>Address</u>	Property Index Number
Gregory C. Coble and Dawn Coble	2328 10 th Street	17-17-108-001
Donald J. Mathieson	2324 10 th Street	17-17-108-003
Lori McSweeney, Trustee	2310 10 th Street	17-17-108-004
Robert W. Johnson and Katherine A. Johnson	2304 10 th Street	17-17-108-005

The owners, permanent index numbers, and addresses of the land abutting the south one-half of the alley described above are as follows:

Property Owner(s)	Address	Property Index Number
Mark Bubb	1303 Cross Street	17-17-108-007
Robert D. Larson	2327 9 th Street	17-17-108-008
Linda L. Bowen	2319 9 th Street	17-17-108-009
Michael J. Blaydes	2309 9 th Street	17-17-108-010
Mario O. Gaeta and Michele	2301 9 th Street	17-17-108-012
L. Gaeta		

SECTION 4: The vacation of the Alley shall be subject to the following conditions:

- (a) The City hereby reserves for itself and for all public utility companies presently operating in, upon, over and under said Alley, all rights and privileges heretofore granted to said City and companies with respect to said Alley, including but not limited to rights under franchises and agreements, which said rights and privileges shall continue in full force and effect the same as if this Ordinance had not been adopted or passed.
- (b) A perpetual easement upon said vacated Alley is hereby reserved for and granted to the City of Peru, Illinois, or others or any public utilities, their successors or assigns, to operate, maintain, renew, and reconstruct their facilities as now existing on, over, or under the Alley. The City shall retain and reserve the right, but not the obligation, without the payment of any compensation to the owners thereof, or any other persons, to maintain, operate, repair, replace, and access, by itself or by an licensed holder of any franchise from the City, any poles, wires, pipes, conduits, sewer mains, watermains, and any other facilities or equipment for the maintenance or operation of any utility now located or hereafter deemed necessary by the City to be located in said vacated Alley, including but not limited to, electric, water, sewer, gas, TV cable, fiber, and telephone utilities.

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder hereof, which remainder shall remain and continue in full force and effect.

SECTION 6: The requirements of all ordinances and resolutions, or parts thereof, in conflict herewith are hereby waived.

SECTION 7: The This Ordinance shall be effective immediately from and after its passage and approval.

PRESENTED, PASSED, AND	ADOPTED at	a regular	meeting of the	City Council of
the City of Peru, Illinois, by an aye and	nay roll call vote	e, with	_ voting aye, _	voting nay,
absent, and Mayor Kolowski	voting	, which	n meeting was I	held on the 24 th
day of April, 2023.				
	APPROVI	E D: April :	24, 2023	
		Ken Kolov	wski, Mayor	

ATTEST:

David R. Bartley City Clerk

Aldermen Aye Nay Absent

Ballard

Tieman

Payton

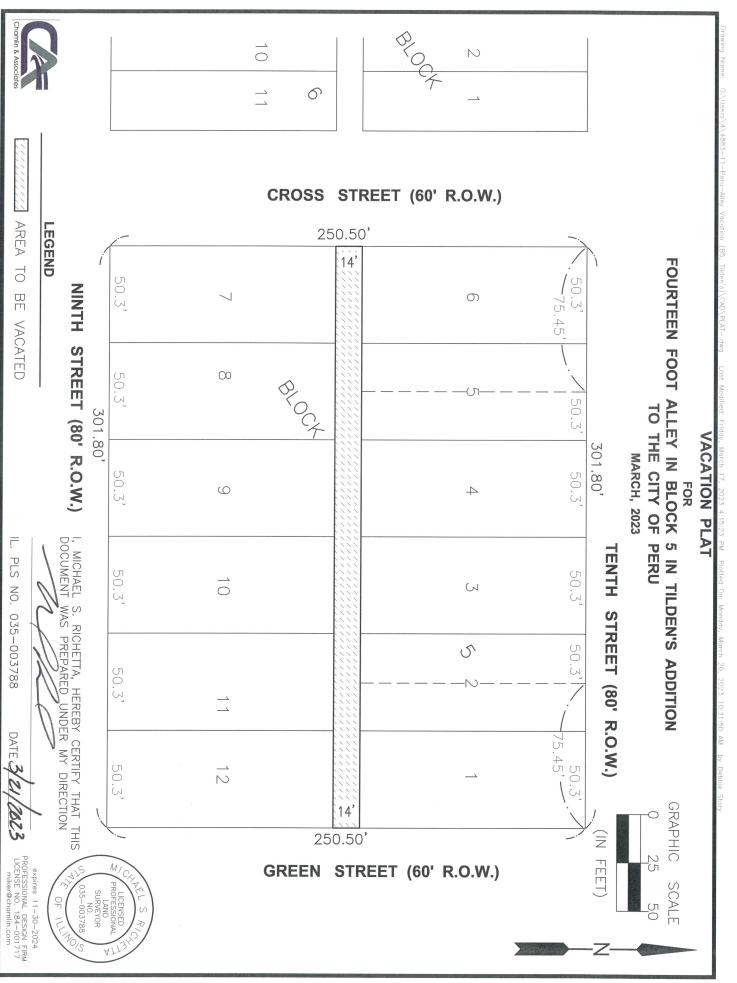
Edgcomb

Waldorf

Sapienza

Lukosus

Buffo



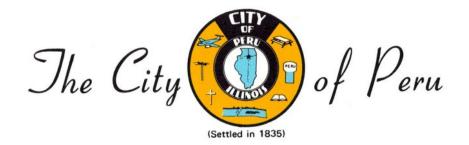
SHEET 1 OF

VACATION PLAT

LEGAL DESCRIPTION

The alley within Block 5 in Tilden's Addition to the City of Peru from the East Right-of-Way Line of Cross Street to the West Right-of-Way Line of Green Street.

Page 2 of 2 Alley Vacation Dated 03/20/2023 04883.11/Y1



Post Office Box 299 Peru, Illinois 61354

April 20, 2023

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

RE:

Petition of Francisco Sandoval d/b/a Pita Rey Estates LLC

4 Center Place, Peru, IL (PIN# 17-16-253-016)

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, April 19, 2023, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Francisco Sandoval d/b/a Pita Rey Estates LLC ("Petitioner") concerning property commonly known as 4 Center Place in the City of Peru, Illinois, legally described as follows:

Lot Eight (8) in Westclox Addition to Peru, according to the Plat thereof recorded 14 August, 1936 in Plat book "O", page 76, located in the City of Peru, in Section Sixteen (16), Township Thirty-three (33) North, Range One (1) East of the Third Principal Meridian, except coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.

PIN #: 17-16-253-016 ("Property")

Petitioner desires to offer the Property as a short-term rental through AirBnB and similar websites and seeks a Special Use to operate a Bed and Breakfast Facility pursuant to Section 10.04(c)(2) of the City's Zoning Ordinance. The Property is zoned R-3 Single and Two-Family District.

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

Petitioner Francisco Sandoval appeared and was duly sworn. Mr. Sandoval testified that they have done a lot of work to the Property and would like to offer it on Airbnb.

In response to questioning from Member Moreno, Petitioner said he would only offer the Property through online facilitators like AirBnb or VRBO, not through himself privately. When a person is interested in booking the Property, he receives a notification, can read the potential renter's reviews, and choose whether or not to accept the booking.

Petitioner testified further that the Property sustained significant damage, and they had done a bunch of work to it. Many high-end finishings have been incorporated and Petitioner does not want the Property destroyed by bad renters. In that respect, the Property is dissimilar to the typical rental properties that he owns.

In response to questioning from Corporation Counsel Scott Schweickert, Petitioner stated that he made a greater investment to incorporate high-end finishings into the Property than he otherwise would for a normal rental. The value of Petitioner's average rental property is between \$85,000 to \$100,000. This is a \$225,000 - \$250,000 property; not something he would typically want to offer as a long-term rental.

In response to questioning from Member Moreno, Petitioner testified that he has five other rental properties in the City of Peru. He has experience with renting but has never done Airbnb before. This would be a pilot program for him. In response to Member Moreno, Petitioner confirmed that he would be able to choose who rents the Property.

Member Moreno stated a concern for residents is that you would have four cars pulling in late in the night and otherwise causing a disturbance in the neighborhood. Petitioner responded that Airbnb allows you to choose the age range you want to rent to, such as 25+. Also, the Property doesn't have much of a backyard or other amenities that would make it attractive to partygoers. Petitioner said the Property would be more catered towards business travelers and families visiting Starved Rock, not people that would destroy his investment in the Property.

Attorney Schweickert stated the Petition seeks a special use available in the Zoning Ordinance for a bed and breakfast facility. He clarified that the Zoning Ordinance defines "bed and breakfast establishment" as "an operator-occupied residence providing to the public overnight guest room accommodations and breakfast for a charge" and adds "bed and breakfast establishments shall not be hotels or motels." Attorney Schweickert noted that the City has recently received an uptick of inquiries about Airbnbs and, to this point, has interpreted bed and breakfast establishments to include Airbnbs. However, it may be something the City will address soon by text amendment.

Member Kalsto inquired if Petitioner had spoken to any of the neighbors surrounding the Property about his plans. Petitioner stated the Property does not really have immediately adjacent neighbors. Petitioner also owns the house behind the Property. He hasn't really spoken with the owners of the house on the side of Property, but he did speak with a gentleman living across the street. He expressed some of the same concerns discussed tonight, and Petitioner gave the same responses. Petitioner advised that he is not trying to turn the Property into an apartment when it isn't an apartment or suited to be one. The man wished Petitioner good luck.

Petitioner said he has owned the Property for a few years and has screened and selected his renters very carefully. To his knowledge, the City and its police department have never had any issues with the Property or Petitioner's tenants. Petitioner's requirements and standards for renters are very high, and he has better than average tenants as a result.

In response to questioning from Attorney Schweickert, Petitioner testified that he does not have any other Airbnbs outside the City. Airbnb is not something that Petitioner really wanted to do, rather it just fell into place with the Property, the damage it had, and the renovations he put into it. The Property is too nice to rent it out long term and Petitioner saw Airbnb as an opportunity since there really are not many around this area. Petitioner said he doesn't think LaSalle has an Ordinance. He thinks Oregon, where he also owns properties, and other communities generally allow them by special use permit on

a case-by-case basis. Petitioner said he decided to run it through the Planning/Zoning Commission and see what happens.

Petitioner testified this would be a pilot program for him as well. If it doesn't work out, or he has issues, he is going to pull it. He doesn't depend on it being an Airbnb. If it works out, great. If it doesn't, he will either rent it out long-term or sell it.

Attorney Schweickert stated he is not a voting member of the Planning/Zoning Commission or City Council but offered his thanks and appreciation to Petitioner for going through the City's process and trying to do everything properly, regardless of the ultimate outcome. Petitioner acknowledged the City's Director of Engineering and Zoning, Eric Carls, for his assistance going through the proper procedures, and thanked everyone for their time and consideration.

Engineer Carls stated that, from his office's perspective, the Property was dilapidated and had significant issues not long ago. Petitioner has done a tremendous amount of work at the Property to repair all those issues. It has been a job well done no matter the outcome on the Petition. Petitioner said they still have some work to be done outside that will be completed over the next 30-60 days. Petitioner added he is waiting on the outcome of the Petition before he decides home much more money to spend on certain finishing touches, such as whether to go with porous granite countertops or a cheaper alternative more suitable for a long-term rental property.

Chairman Miller advised Petitioner that the City does not really have Airbnbs defined as such and there is the potential that, if approved, the Mayor and City Council may establish some additional regulations. Attorney Schweickert noted the City's Zoning Ordinance was adopted in 2001 prior to the advent of the sharing economy. As a result, the definition of bed and breakfast is very outdated. The City has heard and denied one other Petition seeking a special use for bed and breakfast establishment in the recent past, but it otherwise hasn't been a topic of conversation. Attorney Schweickert said that if the City Council were to go forward with this, he believes they would want to put some minimum standards and regulations in place so that it didn't get out of hand for the greater public. Petitioner offered to cooperate with the City and offer feedback.

There were no public comments or objections.

The Planning/Zoning Commission found the requested special use will not alter the essential character of the locality; will not be detrimental or injurious to other properties in the area; will not impair an adequate supply of light or air to adjacent properties, or increase the danger of fire, or endanger the public safety, or diminish or impair property values and will not increase street congestion and, therefore, favorable recommended to the City Council that it grant the special use as prayed for in the Petition.

Member Moreno moved, and Member Lucas seconded, to favorably recommend the City Council approve the Petition as prayed for. The motion passed unanimously: 6 aye, 0 nay, and 1 Member absent.

In response to Chairman Miller, Attorney Schweickert stated that this will go forward to the City Council and be on the agenda for consideration at the City Council meeting on April 24th. Schweickert again advised Petitioner that, since this is an entirely new topic, the City Council may not make a final decision. The Council may send it back to the Planning/Zoning Commission or provide Attorney Schweickert with some direction on how they want to proceed with respect to minimum standards and

regulations t	that would	govern	these sho	rt-term 1	rentals.	Schweickert	noted th	at the P	lanning/	/Zoning
Commission	has only	made a	favorable	recomn	nendatio	on. The City	Council	will ma	ke the u	ıltimate
decision. Per	titioner is v	velcome	to appear	at the C	City Cou	ncil meeting	and prov	vide con	nment.	

Respectfully submitted,

CARY MILLER, Chairman of the Planning/Zoning Commission

|--|--|

AN ORDINANCE GRANTING A SPECIAL USE AS SOUGHT BY THE PETITION OF FRANCISCO SANDOVAL d/b/a PITA REY ESTATES LLC CONCERNING PROPERTY LOCATED AT 4 CENTER PLACE, PERU, ILLINOIS.

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru conducted a public hearing on April 19, 2023, to consider the Petition of Francisco Sandoval d/b/a Pita Rey Estates LLC ("Petitioner") concerning property commonly known as 4 Center Place in the City of Peru, Illinois, legally described as follows:

Lot Eight (8) in Westclox Addition to Peru, according to the Plat thereof recorded 14 August, 1936 in Plat book "O", page 76, located in the City of Peru, in Section Sixteen (16), Township Thirty-three (33) North, Range One (1) East of the Third Principal Meridian, except coal and minerals and the right to mine and remove the same, situated in LaSalle County, Illinois.

PIN #: 17-16-253-016 ("Property"); and

WHEREAS, the Property is zoned R-3 Single and Two-Family District; and

WHEREAS, Petitioner desires to offer the Property as a short-term rental though Airbnb and similar websites and requests a special use to operate a Bed and Breakfast Facility pursuant to Section 10.04(c)(2) of the City's Zoning Ordinance; and

WHEREAS, the Planning/Zoning Commission has made its report of the hearing and has unanimously recommended that the City Council approve the requested special use.

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

SECTION 1: The City Council finds as facts the recitals hereinbefore set forth.

SECTION 2: The Subject Property is hereby granted a special use for a Bed and Breakfast Facility pursuant to Section 10.04(c)(2) of the City's Zoning Ordinance.

The aforementioned special use is granted on the express condition that Petitioner and the Property maintain full compliance with all existing and future City codes, ordinances, and regulations.

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

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval according to law.

and appro	vai accordi	ing to la	lW.		
PI	RESENTE	D, PAS	SSED, AND AD	OPTED at a re	egular meeting of the City Council of
the City o	of Peru, Illi	nois, by	an aye and nay	y roll call vote,	with voting aye, voting
nay,	_ absent, a	nd May	or Kolowski	voting	, which meeting was held on the
24th day o	f April, 202	23.			
				APPR	OVED: April 24, 2023
(CORPOR		T.\			Ken Kolowski, Mayor
(CORPOR	RATE SEA	.L)			
ATTEST:					
	David R. B City Cle	•			
Aldermer Ballard	<u>Aye</u>	Nay	<u>Absent</u>		
Tieman					
Payton					
Edgcomb					
Waldorf					
Sapienza					
Lukosus					
Buffo					

|--|

AN ORDINANCE GRANTING AN ADMINISTRATIVE VARIANCE UNDER THE ZONING ORDINANCE OF THE CITY OF PERU, IL, AS SOUGHT BY THE PETITION OF JOHN & CARMA KOWALCZYK CONCERNING PROPERTY LOCATED AT 527 18th STREET, PERU, IL

WHEREAS, John & Carma Kowalczyk (hereinafter "Petitioners") have applied for an administrative variance for property generally located at 527 18th Street, Peru, IL, legally described as follows:

THAT PART OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 9, IN TOWNSHIP THIRTY-THREE (33) NORTH, RANGE ONE (1), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 685 FEET EAST AND 295 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, THENCE RUNNING NORTH ON A LINE PARALLEL WITH THE NORTH AND SOUTH HALF SECTION LINE OF SAID SECTION 9, 225 FEET TO A POINT, THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 105 FEET TO A POINT, THENCE SOUTH ON A LINE PARALLEL WITH THE SAID NORHT AND SOUTH HALF SECTION LINE, 225 FEET TO A POINT, THENCE WEST 105 FEET TO THE PLACE OF BEGINNING; SITUATED IN THE COUNTY OF LASALLE AND STATE OF ILLINOIS, EXCEPT COAL AND MINERALS AND THE RIGHT TO MINE AND REMOVE THE SAME.

PINs: 17-09-419-000 & 17-09-453-000 (hereinafter "Property"); and

WHEREAS, Petitioners desire to construct a new fence in the same footprint as an existing dilapidated fence on the Property and seek an administrative variance to reduce the setback for a corner lot side yard abutting a street from not less than 30', as provided in Sections 6.03(b)(5)d. and 10.02(h)(2)b.i., to not less than 5'; and

WHEREAS, the owner of the real estate contiguous to the fence has filed an approval with the City stating they have no objection to the requested administrative variance; and

WHEREAS, the City's Planning/Zoning Commission Chairperson, Engineer, Building Inspector and both aldermen of the Ward in which the Property is located have approved the requested administrative variance.

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

SECTION 1: The Property is hereby granted an administrative variance to reduce the setback for a corner lot side yard abutting a street from not less than 30', as provided in Sections 6.03(b)(5)d. and 10.02(h)(2)b.i., to not less than 5' for purposes of replacing the existing fence in the same footprint.

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

SECTION 2: This Ordinance shall be effective immediately from and after its passage and approval.

PRESEN	TED, PASSED	, AND ADO	PTED at a regular meeting of the City Council of the
City of Peru, Illin	nois, by an aye	and nay roll c	eall vote, with voting aye, voting nay,
absent, and Mayo	r Kolowski	voting	which meeting was held on the 24 th day of April,
2023.			
			APPROVED: April 24, 2023
			Ken Kolowski, Mayor
(CORPORATE S	EAL)		
ATTEST:			
	R. Bartley ty Clerk		
Aldermen Ballard Tieman Payton Edgcomb Waldorf	<u>Aye</u> <u>N</u>	ay Absent	
Sapienza			

Lukosus Buffo

ORDINANCE NO.

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM KIMBERLY A. JALLEY (4 11th Street – PIN#: 17-16-236-006)

WHEREAS, the City of Peru, an Illinois home rule municipal corporation (hereinafter "City"), proposes water utility infrastructure improvements in the vicinity of 11th and Chicago Streets; and

WHEREAS, there is a need for the City to obtain an easement from Kimberly A. Jalley for said improvements, and Kimberly A. Jalley has agreed to provide the requested easement; and

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

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

SECTION 1: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute and accept, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the easement from Kimberly A. Jalley, a copy of which is attached hereto and made apart hereof.

SECTION 2: This Ordinance shall be effective immediately from and after its passage and approval.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with __ voting aye, __ voting nay, __ absent, and Mayor Kolowski ____ voting ___, which meeting was held on the 24th day of April, 2023.

	_,
	APPROVED: April 24, 2023
	Ken Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
David R. Bartley	

<u>Aldermen</u>

City Clerk

Aye Nay Absent

Ballard

Tieman

Payton

Edgcomb

Waldorf

Sapienza

Lukosus

Buffo

EASEMENT

PIN:

17-16-236-006

Address:

4 11th Street

Peru, IL 61354

This space reserved for Recorder's use only.

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

To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time water mains and lines and any and all manholes, tiles, pipes, connections, catch basins, fire hydrants, buffalo boxes and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for water service purposes;

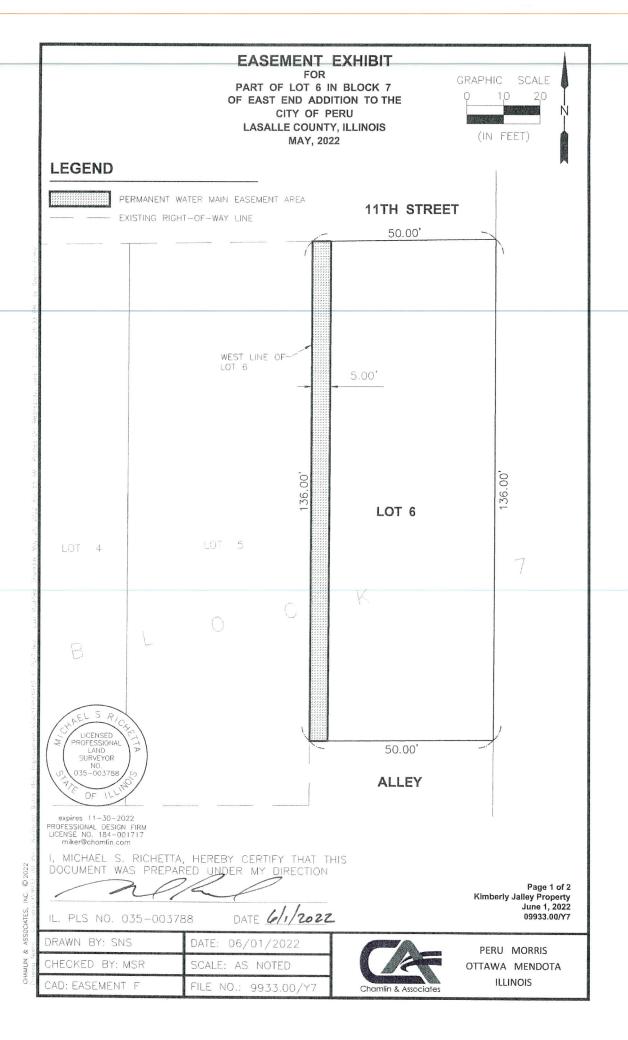
in, over, under, across, along, and upon the real estate described and depicted in the Easement Plat attached hereto as "Exhibit A" (hereinafter "Easement Tract").

The aforesaid perpetual rights and easements are granted together with the right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said Easement Tract during construction or maintenance of said utility systems; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Tract; and (iii) to clear and remove, without any liability whatsoever to Grantee, any obstacles on the Easement Tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of any said utility systems on the Easement Tract, or which create hazardous conditions, and to keep the Easement Tract clear of such obstacles and obstructions. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

Grantor reserves the right to make any use of the Easement Tract so long as such use does not interfere with the rights herein granted or create a hazardous condition, except that Grantor shall make no excavations on the Easement Tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with the Grantee's facilities located therein.

This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns.

WITNESS the hand and seal of the Grantor this 2nd day of September, A.D., 2022.
GRANTOR: Mully a Jally KIMBERLY A. JALLEY
STATE OF ILLINOIS) SS COUNTY OF Ratham)
I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kimberly A. Jalley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this
<u>ACCEPTANCE</u>
The above and foregoing Easement is accepted by the City of Peru, Illinois, pursuant to direction of its City Council, this day of, 2022.
CITY OF PERU, an Illinois Home-Rule Municipal Corporation
BY: Ken Kolowski, Mayor (CORPORATE SEAL)
ATTEST:
David R. Bartley, City Clerk
This Instrument Prepared By and Return To: Schweickert Law Group, LLC 2101 Marquette Road Peru, IL 61354 TEL (815) 223-0177 FAX (815) 223-8449



EASEMENT EXHIBIT	
LEGAL DESCRIPTION	
The West 5.0 feet of Lot 6 in Block 7 in East End Addition to Peru, situated in the City of Peru, County of LaSalle and State of Illinois.	
Page 2 of 2 Kimberly Jalley Property June 1, 2022 09933.00/Y7	

ORDINANCE NO.	
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AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM FRANCISCO SANDOVAL

(121 11th Street – PIN#: 17-16-228-009)

WHEREAS, the City of Peru, an Illinois home rule municipal corporation (hereinafter "City"), proposes water utility infrastructure improvements in the vicinity of 11th and Chicago Streets; and

WHEREAS, there is a need for the City to obtain an easement from Francisco Sandoval for said improvements, and Francisco Sandoval has agreed to provide the requested easement; and

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

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

SECTION 1: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute and accept, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the easement from Francisco Sandoval, a copy of which is attached hereto and made apart hereof.

SECTION 2: This Ordinance shall be effective immediately from and after its passage and approval.

PRESENTEI), PASSED, AND	ADOPTEI	at a regu	lar meeting of	the City Coun	cil of the
City of Peru, Illinois,	by an aye and nay	roll call vo	te, with _	voting aye,	voting nay,	_ absent,
and Mayor Kolowski	voting	, which mee	eting was h	neld on the 24 th	day of April, 2	2023.

	APPROVED: April 24, 2023
	Ken Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
 David R. Bartley	

<u>Aldermen</u>

City Clerk

Aye Nay Absent

Ballard

Tieman

Payton

Edgcomb

Waldorf

Sapienza

Lukosus

Buffo

EASEMENT

PIN: Address:

17-16-228-009 121 11th Street

Peru. IL 61354

This space reserved for Recorder's use only.

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

To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time water mains and lines and any and all manholes, tiles, pipes, connections, catch basins, fire hydrants, buffalo boxes and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for water service purposes;

in, over, under, across, along, and upon the real estate described and depicted in the Easement Plat attached hereto as "Exhibit A" (hereinafter "Easement Tract").

The aforesaid perpetual rights and easements are granted together with the right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said Easement Tract during construction or maintenance of said utility systems; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Tract; and (iii) to clear and remove, without any liability whatsoever to Grantee, any obstacles on the Easement Tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of any said utility systems on the Easement Tract, or which create hazardous conditions, and to keep the Easement Tract clear of such obstacles and obstructions. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

Grantor reserves the right to make any use of the Easement Tract so long as such use does not interfere with the rights herein granted or create a hazardous condition, except that Grantor shall make no excavations on the Easement Tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with the Grantee's facilities located therein.

This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns.

WITNESS the hand and seal of the Granto	r this 17th day of April , A.D., 2022.
	GRANTOR
	TRANCISCO SANDOVAL
STATE OF ILLINOIS) (STATE OF ILLINOIS) SS	
COUNTY OF LASALL	
I, a Notary Public, in and for said Coun Francisco Sandoval, personally known to me to be foregoing instrument, appeared before me this day delivered the said instrument of writing as his free a set forth.	in person and acknowledged he signed, sealed and
OFFICIAL SEAL KATIE P MILUS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 12/20/25	Hotal Police, A.D., 2022. Katil Police Notary Public
ACCEP	TANCE
The above and foregoing Easement is ac direction of its City Council, this day of	ccepted by the City of Peru, Illinois, pursuant to , 20223
	CITY OF PERU, an Illinois Home-Rule Municipal Corporation
(CORDOR ATE CEAL)	BY:Ken Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
David R. Bartley, City Clerk	
This Instrument Prepared By and Return To: Schweickert Law Group, LLC 2101 Marquette Road Peru, IL 61354 TEL (815) 223-0177 FAX (815) 223-8449	



INC. ASSOCIATES,

 EASEMENT EXHIBIT	
LEGAL DESCRIPTION	
,	
The East 5.0 feet of Lot 10 in Block 5 in East End Addition to Peru, situated in the City of	
Peru, County of LaSalle and State of Illinois.	
1	
Page 2 of 2 Francisco Sandoval Property June 1, 2022 09933.00/Y2	

ORDINANCE	NO.
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AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM BEAU E. SKERSTON (9 11th Street – PIN#: 17-16-229-011)

WHEREAS, the City of Peru, an Illinois home rule municipal corporation (hereinafter "City"), proposes water utility infrastructure improvements in the vicinity of 11th and Chicago Streets; and

WHEREAS, there is a need for the City to obtain an easement from Beau E. Skerston for said improvements, and Beau E. Skerston has agreed to provide the requested easement; and

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

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

SECTION 1: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute and accept, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the easement from Beau E. Skerston, a copy of which is attached hereto and made apart hereof.

SECTION 2: This Ordinance shall be effective immediately from and after its passage and approval.

PRESENTEI), PASSED, AND	ADOPTED a	it a regu	lar meeting of	the City Coun	cil of the
City of Peru, Illinois,	by an aye and nay	roll call vote,	with	voting aye,	voting nay, _	_ absent
and Mayor Kolowski	voting	, which meeting	ıg was h	eld on the 24 th	day of April, 2	023.

	APPROVED: April 24, 2023
	Ken Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
David R. Bartley City Clerk	

Aldermen

Aye Nay Absent

Ballard

Tieman

Payton

Edgcomb

Waldorf

Sapienza

Lukosus

Buffo

EASEMENT

PIN:

17-16-229-011

Address:

9 11th Street Peru, IL 61354

This space reserved for Recorder's use only.

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

To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time water mains and lines and any and all manholes, tiles, pipes, connections, catch basins, fire hydrants, buffalo boxes and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for water service purposes;

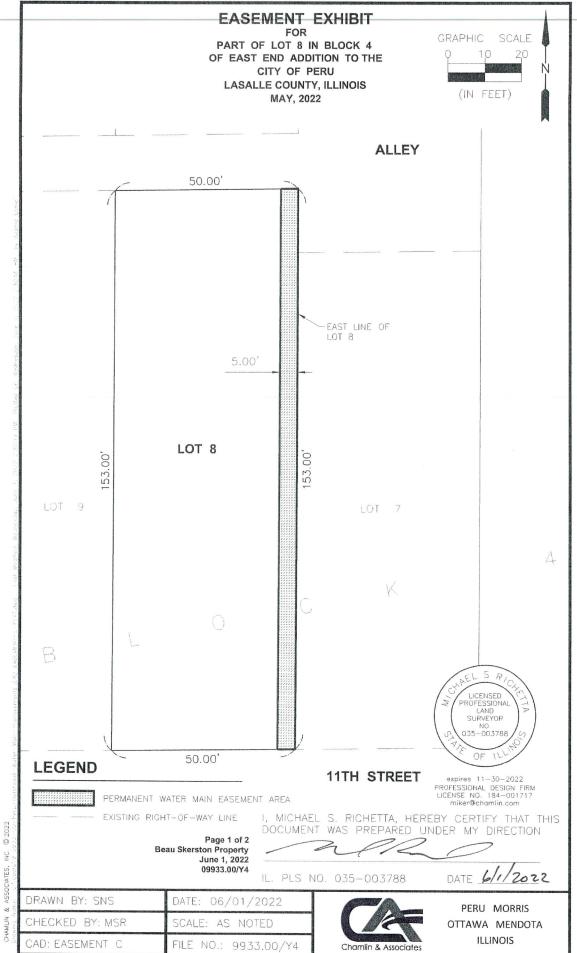
in, over, under, across, along, and upon the real estate described and depicted in the Easement Plat attached hereto as "Exhibit A" (hereinafter "Easement Tract").

The aforesaid perpetual rights and easements are granted together with the right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said Easement Tract during construction or maintenance of said utility systems; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Tract; and (iii) to clear and remove, without any liability whatsoever to Grantee, any obstacles on the Easement Tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of any said utility systems on the Easement Tract, or which create hazardous conditions, and to keep the Easement Tract clear of such obstacles and obstructions. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

Grantor reserves the right to make any use of the Easement Tract so long as such use does not interfere with the rights herein granted or create a hazardous condition, except that Grantor shall make no excavations on the Easement Tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with the Grantee's facilities located therein.

This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns.

WITNESS the hand and seal of the Grantor	this $\frac{1}{2}$ day of $\frac{1}{2}$ Sept, A.D., 2022.
	GRANTOR: Deg Muston BEAU E. SKERSTON
STATE OF ILLINOIS) SS COUNTY OF <u>Futnam</u>)	
I, a Notary Public, in and for said County, i E. Skerston, personally known to me to be the same instrument, appeared before me this day in person a the said instrument of writing as his free and volunta	nd acknowledged he signed, sealed and delivered
Given under my hand and notarial seal this	ay of September, A.D., 2022.
Official Seal Angela M Doyle Notary Public State of Illinois My Commission Expires 10/31/2022	day of <u>Spierros</u> , A.B., 2022. Notary Public
ACCEPT	ANCE
The above and foregoing Easement is acc direction of its City Council, this day of	epted by the City of Peru, Illinois, pursuant to
	CITY OF PERU, an Illinois Home-Rule Municipal Corporation
	BY:
(CORPORATE SEAL)	Ken Kolowski, Mayor
ATTEST:	
David R. Bartley, City Clerk	
This Instrument Prepared By and Return To: Schweickert Law Group, LLC 2101 Marquette Road Peru, IL 61354 TEL (815) 223-0177 FAX (815) 223-8449	



EASEMENT EXHIBIT

LEGAL DESCRIPTION

The East 5.0 feet of Lot 8 in Block 4 in East End Addition to Peru, situated in the City of Peru, County of LaSalle and State of Illinois.

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AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM ROBERT TIEMAN AND MAELEE TIEMAN

(10 11th Street – PIN#: 17-16-236-005)

WHEREAS, the City of Peru, an Illinois home rule municipal corporation (hereinafter "City"), proposes water utility infrastructure improvements in the vicinity of 11th and Chicago Streets; and

WHEREAS, there is a need for the City to obtain an easement from Robert and Maelee Tieman for said improvements, and they have agreed to provide the requested easement; and

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

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

SECTION 1: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute and accept, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the easement from Robert Tieman and Maelee Tieman, a copy of which is attached hereto and made apart hereof.

SECTION 2: This Ordinance shall be effective immediately from and after its passage and approval.

PRESENTED, PASSED, A	ND ADOPTED at a regular meeting of the City Council of the
City of Peru, Illinois, by an aye and	nay roll call vote, with voting aye, voting nay, absent,
and Mayor Kolowski voting _	which meeting was held on the 24 th day of April, 2023.
	APPROVED: April 24, 2023
	Ken Kolowski, Mayor
(CORRORATE GEAL)	
(CORPORATE SEAL)	
ATTEST:	
ATTEST.	
David R. Bartley	
City Clerk	
City Clork	

Aldermen

Aye Nay Absent

Ballard

Tieman

Payton

Edgcomb

Waldorf

Sapienza

Lukosus

Buffo

EASEMENT

PIN:

17-16-236-005

Address:

10 11th Street

Peru, IL 61354

This space reserved for Recorder's use only.

GRANTORS, ROBERT TIEMAN and MAELEE TIEMAN, husband and wife, (hereinafter "Grantors"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the CITY OF PERU, an Illinois home rule municipal corporation, its successors, permitees, and assigns (hereinafter "Grantee"), the following perpetual rights and easements:

To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time water mains and lines and any and all manholes, tiles, pipes, connections, catch basins, fire hydrants, buffalo boxes and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for water service purposes;

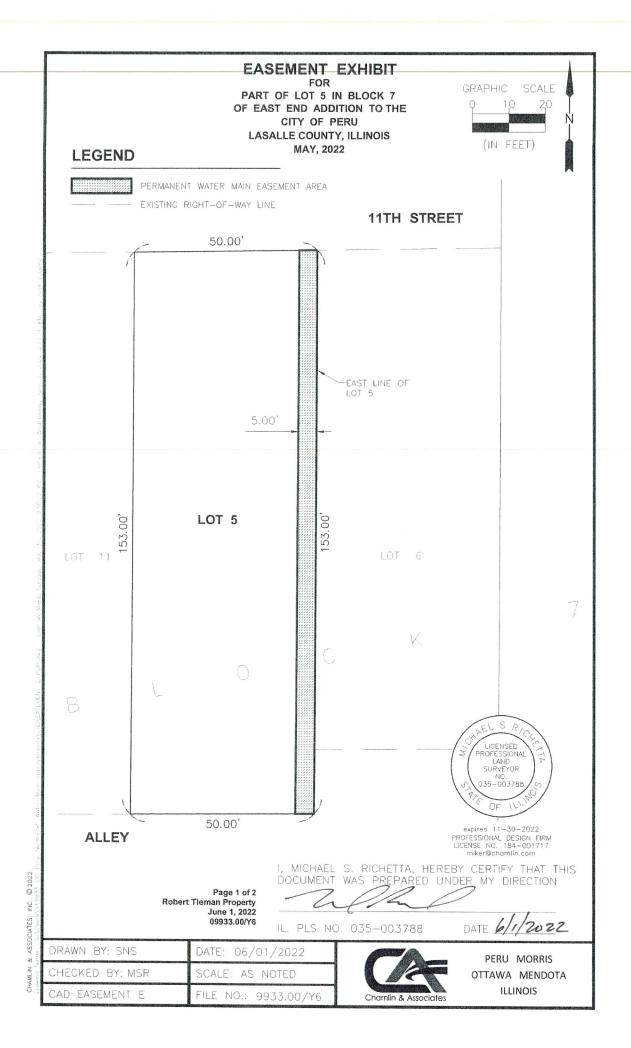
in, over, under, across, along, and upon the real estate described and depicted in the Easement Plat attached hereto as "Exhibit A" (hereinafter "Easement Tract").

The aforesaid perpetual rights and easements are granted together with the right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said Easement Tract during construction or maintenance of said utility systems; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Tract; and (iii) to clear and remove, without any liability whatsoever to Grantee, any obstacles on the Easement Tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of any said utility systems on the Easement Tract, or which create hazardous conditions, and to keep the Easement Tract clear of such obstacles and obstructions. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

Grantors reserve the right to make any use of the Easement Tract so long as such use does not interfere with the rights herein granted or create a hazardous condition, except that Grantors shall make no excavations on the Easement Tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with the Grantee's facilities located therein.

This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns.

WITNESS the hand and seal of the Grantors this 24th day of Avoust, A.D., 2022.
GRANTORS: ROBERT TIEMAN MAELEE TIEMAN
STATE OF ILLINOIS) COUNTY OF LaSalle)
I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify Robert Tieman and Maelee Tieman, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 24th day of August, A.D., 2022.
Given under my hand and notarial seal this 24th day of August , A.D., 2022. Katie P Milus Notary Public
CITY OF PERU, an Illinois Home-Rule Municipal Corporation
BY: Ken Kolowski, Mayor (CORPORATE SEAL)
ATTEST:
David R. Bartley, City Clerk
This Instrument Prepared By and Return To: Schweickert Law Group, LLC 2101 Marquette Road Peru, IL 61354 TEL (815) 223-0177 FAX (815) 223-8449



EASEMENT EXHIBIT

LEGAL DESCRIPTION

The East 5.0 feet of Lot 5 in Block 7 in East End Addition to Peru, situated in the City of Peru, County of LaSalle and State of Illinois.

|--|

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT FROM KAREN M. URBANC

(113 11th Street - PIN#: 17-16-228-010)

WHEREAS, the City of Peru, an Illinois home rule municipal corporation (hereinafter "City"), proposes water utility infrastructure improvements in the vicinity of 11th and Chicago Streets; and

WHEREAS, there is a need for the City to obtain an easement from Karen M. Urbanc for said improvements, and Karen M. Urbanc has agreed to provide the requested easement; and

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

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

SECTION 1: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute and accept, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the easement from Karen M. Urbanc, a copy of which is attached hereto and made apart hereof.

SECTION 2: This Ordinance shall be effective immediately from and after its passage and approval.

PRESENTED, PASSED, AND ADOPTED at a re	egular meeting of the City Council of the
City of Peru, Illinois, by an aye and nay roll call vote, with	voting aye, voting nay, absent,
and Mayor Kolowski, which meeting wa	as held on the 24^{th} day of April, $\overline{2023}$.
APPROV	ED: April 24, 2023
K	en Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
David R. Bartley	

Aldermen

City Clerk

Absent Aye Nay

Ballard

Tieman

Payton

Edgcomb

Waldorf

Sapienza

Lukosus

Buffo

EASEMENT

PIN:

17-16-228-010

Address:

113 11th Street

Peru, IL 61354

This space reserved for Recorder's use only.

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

To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove from time to time water mains and lines and any and all manholes, tiles, pipes, connections, catch basins, fire hydrants, buffalo boxes and, without limitation, such other installations as may be required or may be deemed necessary by Grantee for water service purposes;

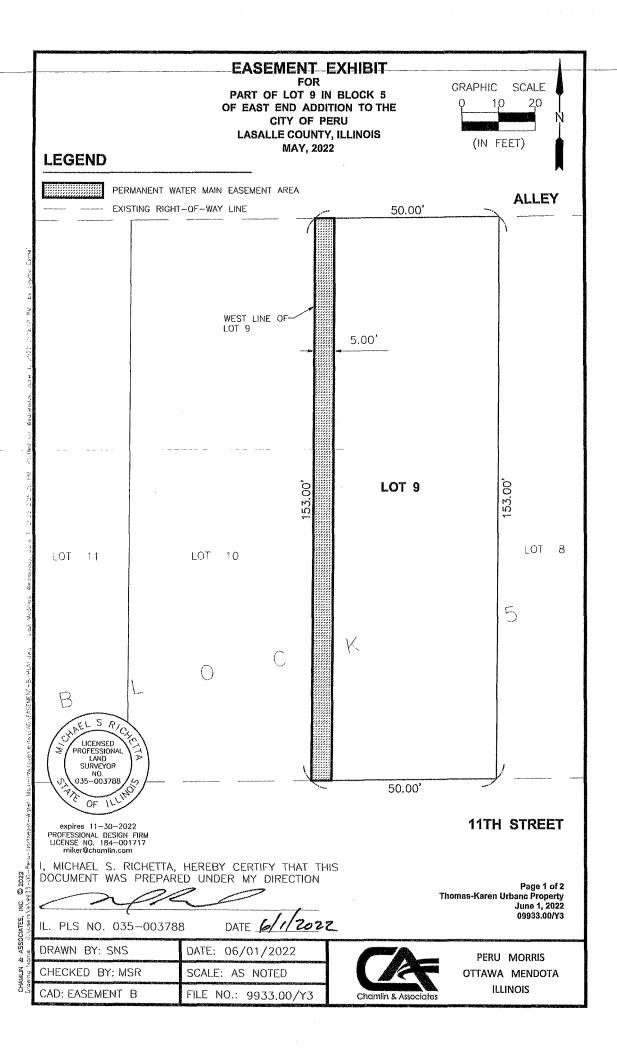
in, over, under, across, along, and upon the real estate described and depicted in the Easement Plat attached hereto as "Exhibit A" (hereinafter "Easement Tract").

The aforesaid perpetual rights and easements are granted together with the right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said Easement Tract during construction or maintenance of said utility systems; (ii) to control the growth of any vegetation, trees, shrubs, or saplings on the Easement Tract; and (iii) to clear and remove, without any liability whatsoever to Grantee, any obstacles on the Easement Tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of any said utility systems on the Easement Tract, or which create hazardous conditions, and to keep the Easement Tract clear of such obstacles and obstructions. Grantee shall have the right to clear and remove any such obstacles, but not the obligation to do so.

Grantor reserves the right to make any use of the Easement Tract so long as such use does not interfere with the rights herein granted or create a hazardous condition, except that Grantor shall make no excavations on the Easement Tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with the Grantee's facilities located therein.

This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns.

WITNESS the hand and seal of the Grantor this 14 day of September, A.D., 2022.			
GRANTOR: Planen_M. Urbane			
KAREN M. URBANC			
washington state of Illinois) county of Pierce)ss			
I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify Karen M. Urbane, a widow, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.			
Given under my hand and notarial seal this 4th day of September, A.D., 2022.			
Xiaobo Chen Notary Public State of Washington Commission Number 21026147 My Commission Expires June 22, 2025 Management of the Commission Expires June 22, 2025			
<u>ACCEPTANCE</u>			
The above and foregoing Easement is accepted by the City of Peru, Illinois, pursuant to direction of its City Council, this day of, 2022.			
CITY OF PERU, an Illinois Home-Rule Municipal Corporation			
BY:			
(CORPORATE SEAL)			
ATTEST:			
David R. Bartley, City Clerk			
This Instrument Prepared By and Return To: Schweickert Law Group, LLC 2101 Marquette Road Peru, IL 61354 TEL (815) 223-0177 FAX (815) 223-8449			



EASEMENT EXHIBIT

LEGAL DESCRIPTION

The West 5.0 feet of Lot 9 in Block 5 in East End Addition to Peru, situated in the City of Peru, County of LaSalle and State of Illinois.

RESOLUTION NO.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL WATER SUPPLY AGREEMENT BETWEEN THE CITY OF PERU AND THE VILLAGE OF DALZELL

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

WHEREAS, due to growth within its corporate limits and the age of its existing water system, the Village of Dalzell desires to obtain potable water from the City to serve the Village of Dalzell's needs and requirements; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of intergovernmental agreements between units of local government to contract to share services and to exercise, combine, or transfer any power or function common to them; and

WHEREAS, the City is willing to sell potable water to the Village of Dalzell, and the Parties have negotiated an intergovernmental agreement setting forth the Parties' responsibilities with regard to the Village of Dalzell's purchase of Water from the City and the infrastructure improvements required; and

WHEREAS, the Corporate Authorities of the City find that it is in the best interest of the City and its residents to authorize the approval and execution of a Intergovernmental Water Supply Agreement between the City of Peru and the Village of Dalzell ("IGA"), substantially similar in form and substance to that which is attached hereto and made a part hereof.

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

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

SECTION 2: Approval. The City Council hereby approves the execution of the IGA, substantially similar in form and substance to that which is attached hereto and made a part hereof.

SECTION 3: Authorization. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to execute and attest to the IGA, and to perform such other reasonable

acts and deeds deemed necessary and appropriate to carry out and effectuate the intent and purpose of this Resolution.

SECTION 4: Effective Date. This Resolution shall be in full force and effect immediately from and after its passage and approval as provided by law.

PRESENTED, PASSED, AND ADOP	TED at a regular meeting of the City Council of the
City of Peru, Illinois, by an aye and nay roll call	l vote, with voting aye, voting nay,
absent, and Mayor Kolowski voting	_, which meeting was held on the 24th day of April,
2023.	
	APPROVED: April 24, 2023
	Ken Kolowski, Mayor
(CORPORATE SEAL)	
ATTEST:	
David R. Bartley	

Aldermen

City Clerk

Aye Nay Absent

Ballard

Tieman

Payton

Edgcomb

Waldorf

Sapienza

Lukosus

Buffo

INTERGOVERNMENTAL WATER SUPPLY AGREEMENT BETWEEN THE CITY OF PERU AND THE VILLAGE OF DALZELL

THIS AGREEMENT (the "Agreement") is made and entered into as of April 24, 2023, by and between the City of Peru, a municipal corporation located in LaSalle and Bureau Counties, Illinois ("Peru" or the "City"), and the Village of Dalzell, a municipal corporation located in LaSalle and Bureau Counties, Illinois ("Dalzell" or the "Village"). Peru and Dalzell may each be referred to herein as a "Party" and together as the "Parties."

Background Recitals

- A. Peru has previously constructed and now owns, operates, and maintains a Potable Water supply source, a waterworks plant, and a waterworks distribution system within the City, together with all necessary pumping equipment, appliances, and installations used or useful for the supply of Water.
- B. Due to growth within its corporate limits and the age of its existing water system, Dalzell desires to obtain from Peru Potable Water to satisfy the Village's needs and requirements.
- C. Peru has available for sale a sufficient supply of Potable Water to serve the Village's needs and requirements.
- D. Dalzell intends to construct water transmission lines and related infrastructure and equipment to connect to Peru's water distribution system to obtain an adequate supply of Potable Water for public and domestic use, and for fire protection in and for the Village.
- E. Dalzell will need to secure financing and grants to construct the needed infrastructure improvements and will apply for a loan from the IEPA Public Water Supply Revolving Fund Loan program.
- F. Peru is empowered under the laws of the State of Illinois to sell Water to Dalzell and Dalzell is empowered under the laws of the State of Illinois to contract with Peru for a supply of Water and to pay for the Water so supplied out of the rents, rates, or charges paid by Dalzell's Water consumers.
- G. Peru and Dalzell desire to enter into an intergovernmental agreement setting forth the Parties' responsibilities with regard to Dalzell's purchase of Water from Peru and the infrastructure improvements required.
- H. The Parties agree cooperation between them is needed so the Infrastructure Improvements are constructed, operated, and maintained in an efficient manner, with the least disruption to the

- public and in order to protect public health and safety and the infrastructure over which the respective Parties have jurisdiction.
- I. Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of intergovernmental agreements between units of local government to contract to share services and to exercise, combine, or transfer any power or function common to them.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows below.

1. **DEFINITIONS.**

- (A) "Backflow Device" means any device, method, or type of construction intended to prevent backflow into a potable water system. All devices used for backflow prevention must meet the standards of the Illinois Plumbing Code and the Illinois Environmental Protection Agency.
- (B) "IEPA" means the Illinois Environmental Protection Agency.
- (C) "Infrastructure Improvements" means the Meter Houses and Water Transmission Pipelines to be constructed, operated, and maintained as provided for in this Agreement to allow the City to furnish potable water to the Village so the Village of can abandon its wells, water storage facilities, and water works building.
- (D) "Meter House" means a structure to be constructed in Peru housing a water meter, valves, and related equipment for the supply of Potable Water by Peru to Dalzell and built so the meter can be tested, repaired, and removed if needed.
- (E) "Potable Water" or "Water" means water that meets public health standards for drinking, culinary, and domestic purposes, and public uses.
- (F) "Water Transmission Pipeline" means a water main that is connected to the starting point of the municipal distribution system and runs to a water meter connection and is constructed in conformance and compliance with all existing American Water Works Association Standards and with the approval of the IEPA.
 - (1) The "Dalzell Water Transmission Pipeline" means the water main constructed within the corporate limits of the Village.
 - The "Peru Water Transmission Pipeline" means the water main constructed within the corporate limits of the City.

- 2. CONSTRUCTION OF THE INFRASTRUCTURE IMPROVMENTS. Dalzell agrees to construct, or cause to be constructed, at its expense, the Infrastructure Improvements needed for the Village to connect with Peru's water system at the locations shown on Exhibit "A."
- (A) The specifications by which the Infrastructure Improvement construction plans shall be reviewed are the American Water Works Association Standards for materials, and the "Standard Specifications for Water and Sewer Main Construction in Illinois," current edition, published by the Illinois Society of Professional Engineers, Consulting Engineers Council of Illinois, Illinois Chapter of the American Public Works Association, Illinois Municipal League, and the Associated General Contractors of Illinois, and the Recommended Standard for Waterworks, current edition, published by the Great Lakes Upper Mississippi River Board of State and Provincial Health and Environmental Managers.
- (B) The Water Transmission Pipelines shall be constructed with PVC pipe with a nominal inside diameter of ten (10) inches.
- (C) Dalzell shall be responsible for obtaining all necessary permits, licenses, and easements required for the construction of the Infrastructure Improvements, including the IEPA Project Plan report and IEPA operating permits. If Dalzell needs any information from Peru to obtain any permits, licenses, or easements, Peru shall promptly provide the requested information to Dalzell. Dalzell agrees to hire Chamlin & Associates, Inc. to perform the civil engineering work for Infrastructure Improvements to be located within the corporate limits of Peru.
- (1) Dalzell shall submit the final construction plans for the Infrastructure Improvements to Peru for review and approval before Dalzell submits the plans to the IEPA.
- (2) Dalzell's construction of the Infrastructure Improvements is contingent upon its ability to secure financing and grants for the needed work.
- (3) Dalzell shall solicit bids and award and oversee contracts for the construction of the Infrastructure Improvements in accordance with applicable law.
 - (a) Dalzell agrees to hire Chamlin & Associates for construction engineering services for Infrastructure Improvements to be located within the corporate limits of Peru.
 - (b) Peru agrees to cooperate with the Village and the Village's contractors, subcontractors, material suppliers, engineers, and agents so the Infrastructure Improvements can be constructed within the City in accordance with the construction plans.

(c) When Dalzell pays in full the loan(s) from the IEPA Public Water Supply Revolving Fund Loan program or any other lenders needed to construct the Infrastructure Improvements, Dalzell shall execute and deliver to Peru a Bill of Sale in the form of Exhibit D hereto.

3. OPERATION AND MAINTENACE OF THE INFRASTRUCTURE IMPROVMENTS.

- (A) Dalzell Infrastructure Improvements. Upon completion of the Infrastructure Improvements, the Village shall operate and maintain the Infrastructure Improvements located within the Village's corporate limits and pay all costs associated with such operation and maintenance.
- (B) Peru Infrastructure Improvements. Upon completion of the Infrastructure Improvements, the City shall operate and maintain the Infrastructure Improvements located within the City's corporate limits and pay all costs associated with such operation and maintenance.
- 4. SUPPLY OF WATER. Upon the completion of the construction of the Water Transmission Pipeline and the performance by Dalzell of all conditions, covenants, and agreements stated herein to be performed by Dalzell, Peru shall supply to Dalzell Potable Water for domestic, commercial, industrial, and other private and public uses from Peru's waterworks distribution system from the connection points shown on Exhibit A.

(A) Quality, Pressure, Amount of Water.

- (1) The Water delivered by Peru to Dalzell shall meet all approved tests of each state and federal agency having jurisdiction over such quantity and quality of Water by state or federal law, and applicable regulations adopted pursuant thereto.
- (2) Peru shall deliver Water hereunder at a reasonably constant pressure of approximately 60 pounds per square inch, at a flow rate of approximately 1,500 gallons per minute, measured at the meters in the Meter Houses as shown on Exhibit A.
- (3) Peru shall provide an adequate supply of Water to meet the needs of Dalzell and its consumers. Dalzell's average daily demand for water is 70,000 gallons; notwithstanding any other provision of this Agreement, Peru shall not be required to furnish more than 150,000 gallons of Water per day to Dalzell.
- (4) Dalzell shall bear the expense of flushing and chlorinating Water supplied to the Village by Peru.

- (5) Dalzell may serve Water users in areas adjacent to Dalzell and those users adjacent to the route of the Dalzell Water Transmission Pipeline from the point of its connection with the transmission line of Peru; provided, however, that any user on the Dalzell Water Transmission Pipeline shall be provided with Water for domestic use only, and shall be restricted to a single one-inch (1") tap and further provided, however, that Dalzell shall not permit or allow any such connection to be made to the Dalzell Water Transmission Pipeline unless a proper Backflow Device is installed and approved in accordance with the State of Illinois Plumbing Code.
- (6) From and after the date on which Peru starts to deliver Water to Dalzell, Peru shall supply such Water to Dalzell continuously, save during such times as strikes, riots, acts of nature, acts of a public enemy, or any other cause beyond its control preventing Peru's delivery of Water. Peru shall take all reasonable actions to prevent any temporary and/or unexpected disruption in the supply of Water to Dalzell.
- (B) Meters. The Water shall be measured by meters to be installed in the Meter Houses on the line of Peru as connected with the line of Dalzell. Each Party shall repair, replace, and maintain the interconnection(s) on their respective sides of the meters. Dalzell and Peru shall each have the right, on notice to the other not more often than once each ninety (90) calendar days, to demand and have a test of the accuracy of a meter.
 - (1) If such test shows the Water to be registering within the standards of the American Water Works Association for the meter's size and type, it shall be considered accurate.
 - (2) If such test reveals the meter does not register within such standards, an adjustment shall be made with respect to the amount paid and to be paid Peru for Water passing such meter during the period covered by the last prior statement rendered to Dalzell.
 - (3) If any such test demanded by a Party shall show the meter to be registering within the accepted standards of the American Water Works Association for accuracy, the expense of such test shall be borne by the Party requesting the test, and otherwise shall be borne by the other Party. Any payment of such expense shall be made within thirty (30) calendar days from delivery of the test results.

- (C) Rates. Dalzell shall pay for all Water passing the meters according to the then current rate schedule for Water charged by Peru for Water furnished to consumers outside Peru's corporate limits. The current rate schedule is attached hereto as Exhibit "B."
 - (1) Peru shall not discriminate against Dalzell in any manner to the favor of any other user outside Peru's city limits (except for any contract heretofore in existence) and at no time shall the rates charged Dalzell exceed those charged for other users outside Peru. Dalzell shall be entitled to any discount for prompt payment of bills as is given to any of Peru's Water consumers.
 - The rate schedule may be adjusted or revised, upward or downward, in accordance with any change of rate structure made by the Peru City Council by ordinance duly adopted. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder. Peru shall provide notice to Dalzell of any such change at least ninety (90) calendar days before its effective date.

(D) Billing and Payments.

- (1) Peru shall on a monthly basis render to Dalzell a statement of the amount of Water passing the meters since the last reading on which a statement was rendered and of the amount due Peru.
- Dalzell shall pay the statement within thirty (30) calendar days after receipt of such statement. Dalzell will, at all times while this Agreement is in force, fix, charge, and collect such rates for Water supplied by Peru to produce gross revenues in an amount sufficient to pay all items of operating expense, principal and interest on any bonds payable from such revenues, repairs, replacements, additions, and improvements so that Dalzell can promptly pay for all Water delivered by Peru.
- (3) Peru shall not be required to deliver Water to Dalzell hereunder whenever and so long as Dalzell shall have failed to make payment for Water previously delivered and the statement for which shall have been received by Dalzell after a period of ninety (90) calendar days from the date of such statement.
- (E) Condition and Use of Dalzell's Water System. After Peru begins to supply Water under this Agreement, Dalzell will discontinue the use of its wells, water treatment plant, ground level storage tank, and elevated water storage tank. Dalzell will continue, in its discretion,

- to operate, maintain, and expand its remaining water distribution system in such manner as to keep it in proper operating condition and to serve its consumers properly.
- 5. NOT INDEBTEDNESS. It is the intent of the Parties that this Agreement shall not constitute an indebtedness of Dalzell within any constitutional or statutory limitation on the power to incur indebtedness, except for the respective amounts as they become due hereunder during each billing period for Water actually supplied to and used by Dalzell. Dalzell will promptly set aside out of its revenues from its Water distribution system sums sufficient to pay for all Water delivered and to be delivered pursuant to this Agreement and will promptly pay to Peru the amount due for all Water delivered hereunder. Dalzell and Peru each shall pay their respective obligations hereunder created solely out of the income and revenue derived and to be derived from the Parties' respective water distribution systems.
- 6. RECAPTURE OF COSTS. The Parties acknowledge the Peru Water Transmission Line may be used to facilitate future development or redevelopment within the City (the "Benefitted Properties") and the Parties agree the Village should be reimbursed if and when owners of Benefitted Properties request to tap on to the Peru Water Transmission Line. Upon completion of the construction of the Infrastructure Improvements within the City, the Parties agree to complete and execute a Recapture Agreement substantially in the form of Exhibit "E" hereto.

7. TERM, RENEWAL AND TERMINATION.

- (A) Term. The term of this Agreement is thirty (30) years, the date from which said period shall commence to run shall be the date of issuance by the IEPA of the operating permit for the operation of the Water Transmission Pipeline connecting the water supply system of Peru with the water supply system of Dalzell.
- (B) Renewal. At the end of a period of fifteen (15) years after the operating permit by the IEPA, negotiations and arrangements for any extension or renewal of this Agreement shall be completed by Peru and Dalzell, in order that both shall have sufficient time during the final five (5) years of the Agreement to effect necessary changes in the event that this Agreement is not extended or renewed, so to avoid hardship or prejudice to either municipality or its inhabitants.
- (C) Termination. If Dalzell is unable to secure financing and grants to construct the Water Transmission Pipeline, the Parties may mutually agree to terminate this Agreement.

- 8. SCHEDULE OF KEY DATES. Attached hereto as Exhibit C is a form of the schedule of the key performance dates under this Agreement. The Parties agree to complete Exhibit C after the IEPA has issued a Project Planning Approval letter for the water system improvements.
- 9. NOTICES. All notices provided for in this Agreement to be given by either Party to the other shall be delivered or mailed to the office of the City Clerk of Peru or the office of the Village Clerk of Dalzell, as the case may be. Unless otherwise provided, a notice shall be deemed to be received by a Party (A) on the date of personal service; (B) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (C) on the next business day if sent by overnight delivery service (such as Federal Express) with all fees prepaid. Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsections (A) (C), unless such additional notice is waived in writing by the Party receiving the notice via e-mail. If notice is effected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either Party may change the designated contact by providing notice to the other Party of the new contact information in accordance with this paragraph.
- 10. REASONABLENESS. Whenever the consent, approval, or action of any Party hereto is required in this Agreement such consent, approval, or action shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
- 11. BINDING EFFECT. This Agreement is binding on, and shall inure to the benefit of, the Parties hereto, and their respective successors and assignees.
- 12. NO THIRD PARTY BENEFICIARIES. This Agreement is intended for the benefit of the Parties hereto and their respective successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any non-party to this Agreement.
- 13. UNAUTHORIZED VARIATIONS. No officer, official, or agent of Peru or Dalzell shall have the power to amend, modify, or alter this Agreement or waive any of its conditions so as to bind either municipality by making any promise or representation not contained herein.
- 14. WAIVER. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a wavier or relinquishment

of the Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

- 15. AMENDMENT; RENEWAL. Any amendment to, or extension or renewal of this Agreement, shall be made only by agreement between the Corporate Authorities of Peru and Dalzell.
- 16. PARTIAL INVALIDITY. If any provision, clause, or part thereof contained in this Agreement is held invalid by a court of competent jurisdiction, or is invalid for any other reason, such invalidity shall not affect any other provision, clause, or part thereof.
- 17. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Peru pursuant to Ordinance duly passed and adopted by its City Council has caused this Agreement be to executed in its name by its Mayor and its corporate seal to be affixed hereto, and attested to by the City Clerk of the City of Peru; and the Village of Dalzell pursuant to Ordinance duly passed and adopted by its Village Board of Trustees has caused this Agreement be to executed in its name by its Village President and its corporate seal to be affixed hereto, and attested to by the Village Clerk of the Village of Dalzell, in duplicate original counterparts, as of the day and year above first written.

CITY	OF PERU, ILLINOIS		VILLAGE OF DALZELL, ILLINOIS
Ву:	Ken Kolowski, Mayor		By: Gary Orland, Village President
Attest:			Attest:
Ву:	Dave Bartley, City Clerk	(SEAL)	By: Jyll Pozzi, Village Clerk (SEAL)

EXHIBIT A: MAP OF CONNECTION POINTS

(Attached)

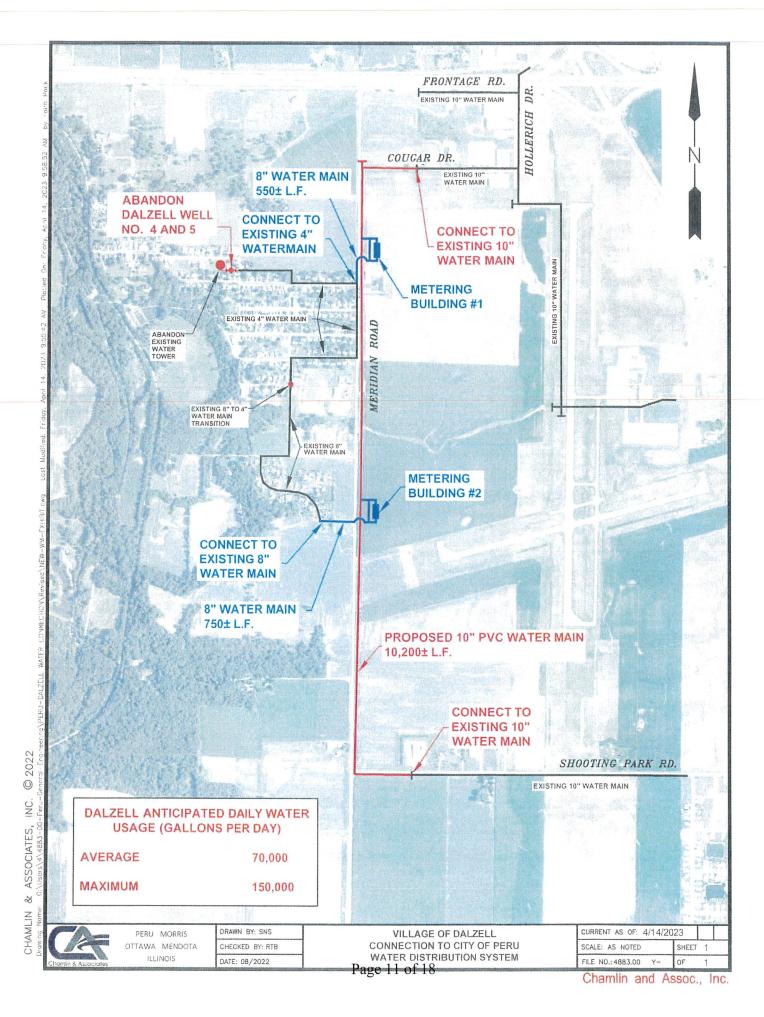


EXHIBIT B: PERU'S CURRENT WATER RATE SCHEDULE

(Attached)

Water and Sewer Rates

First 600 cubic feet	\$3.73 per 100 cubic feet
Over 600 cubic feet	\$2.79 per 100 cubic feet
Monthly Sewer Rate	\$4.11 per 100 cubic feet

Rates Outside Municipal Limits

Water	\$4.82 per 100 cubic feet
Sewer, except residential	\$4.88 per 100 cubic feet
Sewer, residential	\$4.73 per 100 cubic feet

Minimum Monthly Billings for 5/8" & 3/4" Meters

Peru municipal limits:	Water & Sewer	\$8.22
	Water only	\$4.11
	Sewer Only	\$4.11
Outside municipal limits:	Water & Sewer	\$25.78
	Water Only	\$ 9.00
	Sewer Only	\$16.78

Minimum Monthly Billings for meters larger than 3/4"

Meter size	<u>Water</u>	Sewer
1" & 1 ¼ "	11.51	12.37
1 1/2 "	38.33	55.09
2 inch	76.64	117.12
3 inch	118.79	186.80
4 inch	241.44	386.51
6 Inch	638.07	1034.06
8 inch	1226.30	1983.37

Rates effective April 1, 2023. Ordinance #4269 dated 8/03/2009.

EXHIBIT C: SCHEDULE OF KEY DATES

The project schedule is contingent upon the Village obtaining funding through the IEPA Public Water Supply Revolving Fund Loan program. The Parties shall complete the schedule dates below after the IEPA has issued a Project Planning Approval letter for the water system improvements as set forth in this Agreement.

, 202	Final construction plans shall be submitted by Dalzell to Peru on or before:	
	Construction shall commence on or before:	
, 202_	Construction shall be completed on or before:	
, 202_	Date of issuance of operating permit from IEPA- Commencement of 30-year term of Agreement:	
, 202_	Completion of negotiations and arrangements concerning stension or renewal of Agreement shall be completed by:	
. 205	Expiration of 30-year term of Agreement:	

EXHIBIT D: BILL OF SALE (DALZELL TO PERU)

WATER SYSTEM FACILITIES – All located within the corporate limits of the City of Peru: approximately *INSERT # LF of 10-inch water main; approximately *TBD fire hydrants; *Water Meter Houses and the contents of such Water Meter Houses and all mains, hydrants, laterals, valves, pressure reducing valves, and other appurtenances to said water installation, constructed and installed as required by the Intergovernmental Water Supply Agreement between the City of Peru and the Village of Dalzell and as generally depicted on Exhibit 1 to this Bill of Sale (the "Peru-Dalzell Water System Facilities"). For good and valuable consideration, receipt of which is hereby acknowledged, the Village of Dalzell does hereby transfer and convey to the City of Peru, and its successors and assigns, without recourse, covenant, or warranty, express or implied, other than those contained herein and in the Intergovernmental Water Supply Agreement executed by the Village and City on *INSERT DATE, 2023, all right, title, and interest in and to the Peru-Dalzell Water System Facilities.

VILLAGE OF DALZELL, ILLINOIS

By: EXHIBIT ONLY - NOT FOR EXECUTION INSERT NAME, Village President

Attest:

By: EXHIBIT ONLY - NOT FOR EXECUTION INSERT NAME, Village Clerk (SEAL)

CERTIFICATE OF ACCEPTANCE

As per Resolution No. [INSERT #] as set forth in the minutes of a meeting of the City Council of the City of Peru, Bureau and LaSalle Counties, Illinois held on [INSERT DATE, 202_] the above Bill of Sale for Peru-Dalzell Water System Facilities, dated [INSERT DATE, 202_], is hereby accepted by the City of Peru.

Date of Acceptance: [INSERT DATE, 20___]

CITY OF PERU, ILLINOIS

By: EXHIBIT ONLY - NOT FOR EXECUTION

INSERT NAME, Mayor

Attest:

By: EXHIBIT ONLY - NOT FOR EXECUTION
INSERT NAME, City Clerk (SEAL)

EXHIBIT E: RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (the "Recapture Agreement") is made and entered into as of INSERT DATE, 202__, by and between the City of Peru, a municipal corporation located in LaSalle and Bureau Counties, Illinois ("Peru" or the "City"), and the Village of Dalzell, a municipal corporation located in LaSalle and Bureau Counties, Illinois ("Dalzell" or the "Village"). Peru and Dalzell may each be referred to herein as a "Party" and together as the "Parties."

Background Recitals

- A. On INSERT DATE, the Parties entered into an Intergovernmental Water Supply Agreement (the "Water Agreement"). Capitalized terms not defined in this Recapture Agreement shall have the meaning ascribed and given to such terms in the Water Agreement.
- B. The Infrastructure Improvements described in the Water Agreement have been constructed and paid for by the Village.
- C. The Parties acknowledge the Peru Water Transmission Line may be used to facilitate future development or redevelopment within the City (the "Benefitted Properties") and the Parties agree the Village should be reimbursed if and when owners of Benefitted Properties request to tap on to the Peru Water Transmission Line.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows below.

- 1. The Background Recitals are incorporated herein by this reference.
- 2. The Village's actual costs for construction of the Peru Water Transmission Line were INSERT AMOUNT (the "Total Costs"), as substantiated by virtue of contracts, copies of bills, and sworn statements and lien waivers from the contractors, subcontractors, and material suppliers. [*The Village's actual cost for constructing the transmission line will be a percentage of the principal and interest cost for the 30-year loan. The Village will be getting some principal forgiveness so some of the project cost will not be repaid.]
- 3. The City agrees to reimburse the Village, by delivery of a monetary payment or by a credit on a bill delivered to the Village per the terms of the Water Agreement, for a portion of the Total Costs when owner(s) of the Benefitted Properties tap on to the Peru Water Transmission Line, based upon the following formula:

*FORMULA TBD

4. The City reserves the right to terminate this Recapture Agreement at any time, in its sole discretion, by paying the Village the then remaining amount potentially due the Village under this Recapture Agreement (the "Recapture Buy Out"). The Recapture Buy Out, at the time of exercise by the City, shall be calculated based on the following formula:

*FORMULA TBD

- 5. This Recapture Agreement shall remain in full force and effect until the first to occur of: (a) the date which is the thirtieth (30th) anniversary date of the date of this Recapture Agreement, as set forth on page 1 hereof; or (b) the date on which the City pays the Village the Recapture Buy Out.
- 6. This Recapture Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
- 7. All notices provided for in this Recapture Agreement to be given by either Party to the other shall be delivered or mailed to the office of the City Clerk of Peru or the office of the Village Clerk of Dalzell, as the case may be. Unless otherwise provided, a notice shall be deemed to be received by a Party (a) on the date of personal service; (b) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day if sent by overnight delivery service (such as Federal Express) with all fees prepaid. Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsections (a) (c), unless such additional notice is waived in writing by the Party receiving the notice via e-mail. If notice is effected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either Party may change the designated contact by providing notice to the other Party of the new contact information in accordance with this paragraph.
- 8. Whenever the consent, approval, or action of any Party hereto is required in this Recapture Agreement such consent, approval, or action shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
- 9. This Recapture Agreement is binding on, and shall inure to the benefit of, the Parties hereto, and their respective successors and assignees.

- 10. No officer, official, or agent of Peru or Dalzell shall have the power to amend, modify, or alter this Recapture Agreement or waive any of its conditions so as to bind either municipality by making any promise or representation not contained herein.
- 11. Failure of either Party to this Recapture Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a wavier or relinquishment of the Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- 12. Any amendment to, or extension or renewal of this Recapture Agreement, shall be made only by agreement between the Corporate Authorities of Peru and Dalzell.
- 13. If any provision, clause, or part thereof contained in this Recapture Agreement is held invalid by a court of competent jurisdiction, or is invalid for any other reason, such invalidity shall not affect any other provision, clause, or part thereof.
- 14. This Recapture Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Peru pursuant to Ordinance duly passed and adopted by its City Council has caused this Recapture Agreement be to executed in its name by its Mayor and its corporate seal to be affixed hereto, and attested to by the City Clerk of the City of Peru; and the Village of Dalzell pursuant to Ordinance duly passed and adopted by its Village Board of Trustees has caused this Recapture Agreement be to executed in its name by its Village President and its corporate seal to be affixed hereto, and attested to by the Village Clerk of the Village of Dalzell, in duplicate original counterparts, as of the day and year above first written.

CITY OF PERU, ILLINOIS By: EXHIBIT ONLY - NOT FOR EXECUTION INSERT NAME, Mayor Attest: By: EXHIBIT ONLY - NOT FOR EXECUTION INSERT NAME, Village President Attest: By: EXHIBIT ONLY - NOT FOR EXECUTION By: EXHIBIT ONLY - NOT FOR EXECUTION By: EXHIBIT ONLY - NOT FOR EXECUTION INSERT NAME, City Clerk (SEAL) (SEAL)

WHEREAS, safety is the highest priority for the highways and streets of our City and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our City and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past five years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of roadways within the City of Portular and throughout the great State of Illinois;

THEREFORE, I	Mayor of the City of
, in the great state of Illinois, in recognition of over 3	vears of A.B.A.T.F
of Illinois, Inc., and over 293,676 registered motorcyclists statewid	e, and in recognition of
the continued role Illinois serves as a leader in motorcycle safety,	education and
awareness,	

DO HEREBY PROCLAIM THE MONTH OF MAY, THIS YEAR $20\underline{23}$ AS

MOTORCYCLE AWARENESS MONTH

In the City of _____, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

IN WITNESS T	THEREOF, I have hereunto set my hand and o	caused the Great Seal of the
City of	to be affixed this day of	, in the year
Two Thousand		, dio you

(SEAL)

Stephanie Piscia

From:

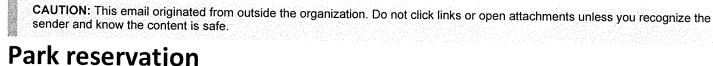
Dominic Ponsetti <ponsettid@yahoo.com>

Sent:

Tuesday, April 18, 2023 7:08 PM

To: Subject: Stephanie Piscia

Dominic ponsetti



I am writing in regards to reserving the pavilion at centennial park in Peru. The event would include around 100 people, and we are going to sing worship music for the local church's.

Our plan would be to start setting up around 2:00 and the event itself would begin around 5:00, on June 24th We have around 10 musician that would be performing Christian songs, and we would be ministering to anyone who may be in need during the songs!

-Dominic Ponsetti and the local church's-