



# *City of Peru*

David R. Bartley  
City Clerk



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

## **AGENDA**

### **REGULAR CITY COUNCIL MEETING**

**MONDAY, SEPTEMBER 11, 2023**

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

#### **ROLL CALL**

7:00 P.M.

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC COMMENT**

#### **PRESENTATION**

#### **MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS**

*REGULAR MINUTES OF AUGUST 28, 2023*

*TREASURER'S REPORT FOR JULY 2023*

*PERU POLICE DEPARTMENT MONTHLY REPORT FOR AUGUST 2023*

*PERU VOLUNTEER AMBULANCE SERVICE INC. ACTIVITY SUMMARY FOR MONTH OF AUGUST 2023*

#### **COMMITTEE REPORTS**

1. **FINANCE COMMITTEE**

*DISBURSEMENTS for September 13, 2023*

2. **PUBLIC SERVICES COMMITTEE**

*Motion to approve initiation of Memorandum of Understanding between the City of Peru and its Police Department and ROE District #35/L.E.A.S.E to establish a School Resource Officer program*

*Discuss update regarding National Fitness Campaign opportunity*

3. PUBLIC WORKS COMMITTEE

*Motion to award the West End Sanitary Sewer Extension to the lowest responsible bidder John Pohar in Sons in the amount of \$150,611.00.*

*Motion to approve final invoice to Advanced Asphalt for the T-Hangar pavement expansion in the amount of \$38,403.33*

*Motion to approve quote from Illinois Valley Fence & Pool, Inc. in the amount of \$14,000 for 430 linear feet of guardrail by LP football stadium*

*Motion to approve expenses for two linemen to attend Utility Expo in Louisville, KY*

**REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS**

*AN ORDINANCE AMENDING CHAPTER 94 – STREETS AND SIDEWALKS, OF CITY OF PERU CODE OF ORDINANCES AND PROVIDING FOR THE ADDITION OF ARTICLE III. – CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY*

*A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BY AND BETWEEN THE CITY OF PERU AND SOUTH SHORE BOAT CLUB OF PERU, ILLINOIS, AN ILLINOIS NOT-FOR-PROFIT CORPORATION (2380 Water Street | PIN: 17-20-209-012)*

*A RESOLUTION AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT WITH, AND PURCHASE OF PROPERTY FROM, GRACE BIBLE FELLOWSHIP, A RELIGIOUS CORPORATION (LaSalle County PINs 17-08-324-000 & 17-08-315-000 | 6.14± acres)*

*A RESOLUTION AUTHORIZING EXECUTION OF FIRST AMENDMENT TO PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF PERU AND ABYGROUPS, INC.*

*A RESOLUTION AUTHORIZING EXECUTION OF A WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT WITH CENTRAL ILLINOIS POLICE TRAINING CENTER, AN ILLINOIS NOT-FOR-PROFIT CORPORATION*

**PROCLAMATIONS**

**UNFINISHED BUSINESS**

*Approve Downtown TIF Commercial Renovation Program application of Platform 31, Ltd. and award grant funds in the amount of \$4,000 for TIF-eligible expenses at 901 Water Street (PIN#17-16-336-012)*

**NEW BUSINESS**

*Motion to have Human Resources seek applicants for the position of Operator Maintenance within the Electric Dept.*

*Discuss and approve recommended maximum grant funds for additional Downtown TIF Commercial Renovation Program application.*

*Discuss extraterritorial zoning regulations for wind farm developments.*

## **PETITIONS AND COMMUNICATIONS**

## **MAYOR'S NOTES**

## **PUBLIC COMMENT**

## **CLOSED SESSION**

## **ADJOURNMENT**

## **CITY OF PERU REGULAR COUNCIL MEETING AUGUST 28, 2023**

A regular meeting of the Peru City Council was called to order by Mayor Ken Kolowski in the Peru City Council Chambers on Monday, August 28, 2023, at 7:00 p.m.

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

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

### **PUBLIC COMMENT**

### **PRESENTATION**

### **MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS**

Mayor Kolowski presented the Regular Minutes of August 14, 2023, Peru Police Department Monthly Report for July 2023 and Peru Volunteer Ambulance Service Inc. for July 2023. Alderman Payton made a motion the minutes and reports be received and placed on file. Alderman Sapienza seconded the motion; motion carried.

### **FINANCE AND SAFETY COMMITTEE**

Alderman Tieman presented the following disbursements for payment on August 30, 2023:

<b><u>FUND NAME</u></b>	<b><u>TOTAL EXPENSES</u></b>
General Fund	\$439,149.99
Insurance Fund	127,939.51
Utility Fund	<u>883,038.30</u>
Total	\$1,450,126.80

Alderman Tieman made a motion the disbursements be received, placed on file and the bills be paid in the usual manner. Alderman Payton seconded the motion. Council questioned the following disbursements:

- Shearer Tree Service-\$70,020.00
  - Tree clearing along rail to the hydro-electric plant
- Annual Amazon Membership Fee-\$1,299.00
  - Finance Office Tracy Mitchell to research less expensive options

Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

### **PUBLIC SERVICES COMMITTEE**

### **PUBLIC WORKS COMMITTEE**

Alderman Moreno made a motion to approve a quote in the amount of \$8,947.00 from P&D Sign Co., for the Electric Building Awning Replacement. Alderman Lukosus seconded the motion. Clerk Bartley called

## **CITY OF PERU REGULAR COUNCIL MEETING AUGUST 28, 2023**

the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

Alderman Sapienza made a motion to approve purchase of truckload of 40ft Class 1 Utility Poles from the lowest responsible bidder. Alderman Moreno seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

Eric Carls, Director initiated a discussion regarding EV Charging Station Transformer and noted the following:

- Evaluating transformer cost based on a poor load fact.
- Working with the IMEA for establishing language
- Recommending passing costs along to users

Alderman Lukosus made motion to promote selected candidate to the position of General Foreman. Alderman Payton seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

### **REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS**

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

#### **ORDINANCE NO. 6792**

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

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

### **PROCLAMATIONS**

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

### **PETITIONS AND COMMUNICATIONS**

Clerk Bartley presented a petition from Steve Weberski seeking variances for the property located at 2611 7<sup>th</sup> Street, Peru, IL. Alderman Moreno made a motion the petition be received, placed on file and be referred to the Planning/Zoning Commission for review and recommendation. Alderman O'Sadnick seconded the motion; motion carried.

Clerk Bartley presented a petition from Woolpert/Popeyes seeking variances/waivers for the property generally located north of May Road and West of Trompeter Road (*PIN # 11-32-404-005*). Alderman Payton made a motion the petition be received, placed on file and referred to the Planning/Zoning Commission for review and recommendation. Alderman Edgcomb seconded the motion; motion carried.

## **CITY OF PERU REGULAR COUNCIL MEETING AUGUST 28, 2023**

Clerk Bartley presented a from Payton Rietgraf of the Illinois Valley Vengeance Youth football/ wrestling club, in conjunction with Elle's Tap, requesting permission to hold a fundraiser on October 14th from 4pm-10pm. Permission to close Prospect Ave. between 4th Street and 5th Street. (Band Nutzy Mack will play along with kid's games later in day). Alderman Moreno made a motion the communication be received, placed on file and permission granted. Alderman Edgcomb seconded the motion; motion carried.

Clerk Bartley presented a petition from Lori Urnikis-Jones seeking variances for the property located at 1927 7<sup>th</sup> Street, Peru, IL. Alderman Sapienza made a motion the petition be received, placed on file and be referred to the Planning/Zoning Commission for review and recommendation. Alderman O'Sadnick seconded the motion; motion carried.

### **MAYOR'S NOTES**

Human Resources Director Kim Reese reminded the council of the upcoming 4<sup>th</sup> annual charity golf outing hosted by the City of Peru Health and Wellness Committee on September 9<sup>th</sup> at Oak Ridge. Ms. Reese stated proceeds will go to the Peru Police Blue and Red Christmas program. Ms. Reese also stated the committee is looking for golfers and sponsors.

### **CLOSED SESSION**

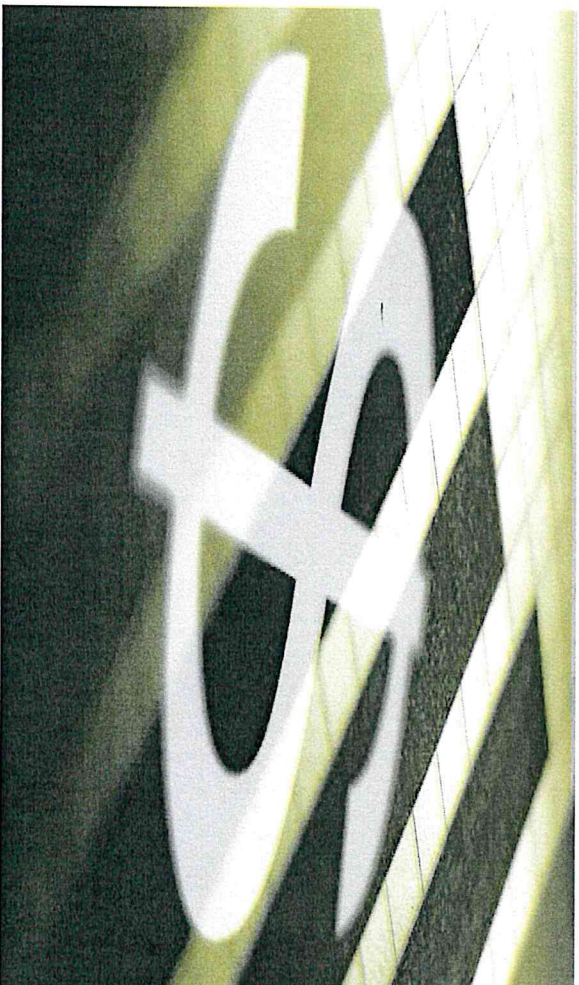
### **PUBLIC COMMENT**

### **ADJOURNMENT**

Alderman Tieman made a motion that the meeting be adjourned. Alderman Lukosus seconded the motion and motion carried. Meeting adjourned at 7:16 p.m.

# CITY OF PERU

## TREASURER'S REPORT



**JULY 2023**  
**JACKSON POWELL, TREASURER**

## Treasurer's Monthly Report Index

Line Item Description	Page
2020/2021 Bond Account	1
Combined Operating Account Status Report	6
Community Development & Assistance Grant Trust Fund	2
Concentration of Deposits Report	5
Electric Light Enterprise Fund - Bond Accounts	3
Electric Light Enterprise Fund - Operating Accounts	3
Firefighters Pension Trust Fund Report of Investments	6
Fund Balances By Type	4
Fund Investments	7-8
Garbage Fund	2
GASB 54 Balance Use Definition Totals	4
General Fund Operating Accounts	1
Illinois Valley Regional Airport Enterprise Fund	3
Infrastructure Home Rule Sales Tax Account	1
Insurance Fund	2
Landfill Enterprise Fund	4
Motel Tax Account	1
Motor Fuel Tax Fund	2
Parkside Bond Account	1
Past Elected Officials Account	1
Peru Celebration Trust Account	1
Peru Municipal Pool Account	1
Peru Police Drug Enforcement, Impound&Equipment Fund	2
Police Pension Trust Fund Report of Assets	6
TIF Funds	2
Veteran's Memorial Account	1
Waterworks & Sewerage System Enterprise Fund	4

Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition	Cumulative Unassigned Fund Balance	Cumulative Fund Balance
General Fund Operating Checking Account Hometown National Bank - Acct #105853	\$ 363,336.06	\$ 1,539,114.01	\$ (1,253,220.23)	\$ 2.97	\$ 649,232.81	Unassigned	\$649,232.81	649,232.81
Illinois Fund - Mercantile Bank - Acct #7139166001	\$ 178,652.90	\$ 1,284,234.58	\$ (1,400,000.00)	\$ 2,975.46	\$ 65,862.94	Unassigned	715,095.75	715,095.75
General Fund Automatic Clearing House Account Heartland Acct #6506402	\$ 91,426.39	\$ 1,246,399.82	\$ (1,009,017.15)	\$ 159.36	\$ 328,968.42	Unassigned	1,044,064.17	1,044,064.17
General Fund Operating Reserve Transaction Accounts Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 804,829.84	\$ 217,210.11	\$ (675,000.00)	\$ 3,697.48	\$ 350,737.43	Unassigned	1,394,801.60	1,394,801.60
General Fund Operating Reserve CDS Farm Cash Rent Account - Hertz Management Heartland - Acct #2637	\$ 1,302,258.49	\$ -	\$ -	\$ 1,464.88	\$ 1,303,723.37	Unassigned	2,698,524.97	2,698,524.97
Infrastructure Home Rule Sales Tax Account Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 3,596,504.59	\$ 196,611.91	\$ (471,474.86)	\$ 18,677.36	\$ 3,340,319.00	Restricted	2,698,809.20	6,039,128.20
GF/Motel Tax Account Peru Federal Account #161314228/#162310209	\$ 1,087,248.67	\$ 83,481.22	\$ -	\$ 285.90	\$ 1,171,015.79	Committed	2,698,809.20	7,210,143.99
Parkside Bond Obligation Reserve Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 776,410.80	\$ 129,401.80	\$ -	\$ -	\$ 905,812.60	Restricted	2,698,809.20	8,115,956.59
General Fund 2020/2021 Bond Reserve Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 267,499.98	\$ 78,251.04	\$ -	\$ -	\$ 345,751.02	Restricted	2,698,809.20	8,461,707.61
General Fund DWNTWN SURPLUS Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 8,755.61	\$ -	\$ -	\$ -	\$ 8,755.61	Restricted	2,698,809.20	8,470,463.22
Past Elected Officials Account Peru Federal Savings - Acct #1002354591	\$ 6,813.09	\$ -	\$ -	\$ 0.58	\$ 6,813.67	Restricted	2,698,809.20	8,477,276.89
Peru Celebration Trust Account Edward Jones - Acct #6081575315	\$ 46,563.86	\$ 100.00	\$ -	\$ 1,800.44	\$ 48,464.30	Restricted	2,698,809.20	8,525,741.19
Peru Municipal Pool Account Hometown National Bank - Acct #110741	\$ 34,442.64	\$ -	\$ -	\$ -	\$ 34,442.64	Assigned	2,698,809.20	8,560,183.83
Peru Municipal Pool Acct Certificate of Deposit Investments	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	Assigned	2,698,809.20	8,660,183.83
Cemetery Reserve-Copeland Donation Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 62,777.47	\$ -	\$ -	\$ 288.41	\$ 63,065.88	Restricted	2,698,809.20	8,723,249.71
Covid-19 Relief Fund Hometown National Bank - Acct #105853	\$ 3,250.00	\$ -	\$ -	\$ -	\$ 3,250.00	Restricted	2,698,809.20	8,726,499.71

Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
<b>SPECIAL REVENUE FUNDS</b>						
<b>Insurance Fund</b>						
Heartland - HRA/FSA - Acct #6506569	\$846,211.09	\$9,878.95	(130,904.05)	\$735.73	\$725,921.72	Committed
<b>Garbage Fund</b>						
Peru Federal Account #161314228#162310209	\$28,914.51	\$75,333.90	(75,092.86)	\$0.00	29,155.55	Committed
<b>Motor Fuel Tax Fund</b>						
Hometown National Bank - Acct #72660101	\$391,423.16	\$37,120.98	\$0.00	\$615.59	\$429,159.73	Restricted
<b>Peru Police Drug Enforcement, Impound &amp; Equipment Fund</b>						
Peru Federal Account Acct #161317890	\$40,203.51	\$0.00	(\$316.00)	\$11.36	\$39,898.87	Restricted
Midland States Bank Acct #5405000027	\$184,662.43	\$3,234.00	\$0.00	\$3.14	\$187,899.57	Restricted
<b>Total Peru Police Drug Enforcement, Impound &amp; Equipment Fund</b>					<b>\$227,798.44</b>	
<b>TIF 2 Fund - Peru Industrial</b>						
Heartland Acct #6506410	\$690,172.91	\$195,057.64	\$0.00	\$940.88	\$886,171.43	Committed
<b>TIF 3 Fund - North Peru</b>						
Heartland Acct #6506410	(\$51,653.76)	\$44,533.42	\$0.00	\$0.00	(\$7,120.34)	Committed
<b>TIF 4 Fund - Downtown</b>						
Heartland Acct #6506410	\$35,769.53	\$97,334.26	\$0.00	\$48.76	\$133,152.55	Committed
<b>TIF 5 Fund - Peru Mail</b>						
Heartland Acct #6506410	(\$18,819.03)	\$36,288.94	\$0.00	\$0.00	\$17,469.91	Committed
<b>TIF 6 Fund - MVP</b>						
Heartland Acct #6506410	(\$1,875.00)	\$0.00	(\$3,158.64)	\$0.00	(\$5,033.64)	Committed
<b>TOTAL SPECIAL REVENUE FUNDS</b>					<b>\$2,436,675.35</b>	

Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
<b>ENTERPRISE FUNDS</b>						
<b>Electric Light Enterprise Fund Operating Accounts</b>						
Operating Checking Account						
Heartland - Acct #6506429	\$127,047.65	\$3,181,242.65	(\$3,234,235.61)	\$858.88	\$74,913.57	Unassigned
Operating Revenue Checking Account						
Peru Federal Account #161314228/#162310209	\$2,187,614.11	\$2,880,622.54	(\$3,191,453.97)	\$575.26	\$1,877,357.94	Unassigned
Electric Reserve						
DA Davidson Acct #18929160	\$3,612.34	\$0.00	(\$7,583.02)	\$11,692.05	\$7,721.37	Assigned
Guaranteed Light Deposit Checking Account						
Peru Federal Account #161314228/#162310209	\$493,477.70	\$7,000.00	(\$4,330.68)	\$129.77	\$496,276.79	Restricted
Operating Reserve Accounts						
Heartland Bank - Acct #5840023088	\$2,748,600.14	\$7,583.02		\$3,560.69	\$2,759,743.85	Assigned
Substation Reserve						
Heartland Bank - Acct #5840023088	\$1,510,151.20	\$0.00	\$0.00	\$1,802.24	\$1,511,953.44	Assigned
GAF Project Impact Fees Reserve						
Heartland Bank - Acct #5840023088	\$898,123.00	\$0.00	\$0.00	\$0.00	\$898,123.00	Committed
<b>Electric Light Enterprise Fund Investments</b>						
Certificate of Deposit Investments for Self Insurance Reserve	\$1,101,565.31	\$0.00	\$0.00	\$937.52	\$1,102,502.83	Committed
Certificate of Deposit Investments for Operating Reserve	\$7,767,709.49	\$0.00	\$0.00	\$0.00	\$7,767,709.49	Assigned
Certificate of Deposit Investments for Guaranteed Light Deposits	\$256,237.13	\$0.00	\$0.00	\$292.98	\$256,530.11	Restricted
<b>Total Electric Light Enterprise Fund</b>	<b>\$16,752,832.39</b>					
<b>Operating and Investment Accounts</b>						
<b>Electric Light Fund Enterprise Bond Accounts</b>						
2017 Bond Reserve						
Heartland Bank - Acct #5840023088	\$201,016.62	\$100,508.33	\$0.00	\$0.00	\$301,524.95	Restricted
2021 Bond Reserve						
Heartland Bank - Acct #5840023088	\$57,544.91	\$11,375.00	\$0.00	\$0.00	\$68,919.91	Restricted
<b>Total Electric Light Enterprise Fund Bond</b>	<b>\$370,444.86</b>					
<b>Accts</b>						
<b>Total Electric Light Enterprise Fund</b>	<b>\$17,123,277.25</b>					
<b>Operating, Investment and Bond Accts</b>						
<b>Illinois Valley Regional Airport Enterprise Fund</b>						
Peru Federal Account #161314228/#162310209	(\$315,876.83)	\$12,312.17	(\$13,479.62)	\$0.00	(\$317,044.28)	Unassigned
Farm Cash Rent Account - Hertz Management - Heartland	\$4,735.05	\$0.00	\$0.00	\$4.98	\$4,740.03	Unassigned
<b>Total Illinois Valley Regional Airport</b>	<b>(\$312,304.25)</b>					
<b>Enterprise Fund</b>						

Treasurer's Monthly Report

July 31, 2023

Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
<b>Landfill Enterprise Fund</b>						
Operating Checking Account						
Peru Federal Account #161314228/#162310209	\$357,728.46	\$3,880.00	\$0.00	\$94.07	\$361,702.53	Unassigned
Landfill No. 3 Closure/Post Closure Money Market Account						
Heartland -Acct:5840023088	\$90,978.83	\$0.00	\$0.00	\$389.03	\$91,367.86	Restricted
Landfill Compost Site Reserve						
General Reserve Certificate of Deposit Investments	\$696,766.32	\$0.00	\$0.00	\$234.38	\$697,000.70	Restricted
<b>Total Landfill Enterprise Fund</b>	<b>\$1,150,071.09</b>					
<b>Waterworks &amp; Sewerage System Enterprise Fund</b>						
Guaranteed Water Deposit Checking Account						
Peru Federal Account #161314228/#162310209	\$46,247.87	\$1,000.00	(\$450.00)	\$12.16	\$46,810.03	Restricted
<b>Total Waterworks &amp; Sewerage System Enterprise Fund</b>	<b>\$46,810.03</b>					
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$18,007,854.12</b>					
<b>FUND BALANCES</b>						
<b>Fund Type</b>	<b>Amount</b>	<b>GASB STATEMENT 54 FUND CLASSIFICATIONS</b>				
General Fund	\$8,726,499.71	Restricted Fund Balances				
Special Revenue Funds	2,436,675.35	Committed Fund Balances				
Trust Funds	0.00	Assigned Fund Balances				
Enterprise Funds	18,007,854.12	Unassigned Fund Balances				
<b>Total Of All Fund Types</b>	<b>\$29,171,029.18</b>	<b>Total of All Fund Characteristics</b>				
					<b>\$29,171,029.18</b>	

# CONCENTRATION REPORT FOR APPROVED DEPOSITORIES AND INVESTMENTS

Financial Institution/Account(s) Description	Amount	FDIC Insurance of Accounts	Market Value Of Pledged Collateral	Deposit Risk Exposure
The Illinois Funds	\$ 5,080,304.48	N/A	N/A	\$ -
Hometown National Bank Transaction Accounts	\$ 1,116,085.18	\$ 250,000.00	\$ 4,779,938.27	\$ -
Midland Bank Transaction Accounts	\$ 187,899.57	\$ 250,000.00	\$ 1,062,045.18	\$ -
Peru Federal Savings Transaction Accounts	\$ 3,711,986.89	\$ 250,000.00	\$ 5,636,130.00	\$ -
Peru Federal Savings CD Investments	\$ 2,034,648.02	See Above		
Heartland Transaction Accounts	\$ 7,791,100.89	\$ 250,000.00	\$ 10,965,340.90	\$ -
La Salle State Bank CD Investments	\$ 855,108.99	\$ 250,000.00	\$ 608,748.54	\$ -
Central Bank CD Investments	\$ 997,593.05	\$ 250,000.00	\$ 1,214,231.19	\$ -
Anco Community Credit Union Investments	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -
Negotiable Certificates of Deposit Investments	\$ 7,090,116.44	\$ 7,090,116.44	N/A	\$ -
Edward Jones - Money Markets	\$ 48,464.30	\$ 499,000.00	N/A	\$ -
DA Davidson Cash	\$7,721.37	N/A	N/A	\$ -
<b>Total</b>	<b>\$29,171,029.18</b>	<b>Total Deposit Risk Exposure</b>		<b>\$ -</b>

**FIREFIGHTER'S PENSION TRUST FUND**

Financial Institution	Investment Type	Previous Period Balance	Value Held at State	Receipts or Inc In Market Value	Disbursements or Loss of Market Value	End of Period Balance
Hometown National Bank - Trustee	Multiple Investments	\$409,984.21	\$2,708,864.45	\$50,318.97	\$ (20,476.78)	\$3,148,690.85

**POLICE PENSION TRUST FUND\***

Financial Institution	Investment Type	Previous Period Balance	Value Held at State	Receipts or Inc In Market Value	Disbursements or Loss of Market Value	End of Period Balance
Hometown National Bank - Trustee	Multiple Investments	\$3,025,225.51	\$11,396,380.30	\$413,841.73	\$ (98,417.19)	\$14,737,030.35

\* This represents both May and June 2023 Activity

**COMBINED OPERATING ACCOUNT STATUS**

Peru Federal Account #161314228#162310209

Fund Operating Checking Account Description	Operating Balance	Negative Balance
Electric Fund - Guaranteed Light Deposits	\$496,277	
Electric Fund Operating Reserve	\$1,877,358	
Garbage Fund	\$29,156	
Illinois Valley Regional Airport	(\$317,044)	(\$317,044)
Landfill Operating	\$361,703	
Motel Tax	\$1,171,016	
Water & Sewer - Guaranteed Water Deposits	\$46,810	
<b>Totals</b>	<b>\$3,665,274</b>	<b>(\$317,044)</b>

Less Electric Fund - Guaranteed Light Deposits	(\$496,277)
Less Water & Sewer - Guaranteed Water Deposits	(\$46,810)
<b>Net Funds Available in Combined Operating Account</b>	<b>\$3,122,188</b>

Treasurer's Monthly Report  
FUND INVESTMENTS

July 31, 2023

Fund	Financial Firm	Investment Type	Account #	Balance	Rate	Maturity Date	Balance Use Definition
<b>General Fund</b>							
Operating Reserve	Peru Federal Savings Bank	MM	161000266	\$767,924.24	2.25%		Unassigned
Operating Reserve	LaSalle State Bank	CD	80016197	\$435,799.13	4.20%	6-Mar-24	Unassigned
Operating Reserve	Peru Federal Savings Bank	CD	172004047	\$100,000.00	4.15%	4-Oct-23	Unassigned
<b>Total General Fund</b>				<b>\$1,303,723.37</b>			
<b>Landfill Enterprise Fund</b>							
Landfill Fund - Compost Site Resv for Closure	Peru Federal Savings Bank	MM	161000266	\$127,000.70	2.25%		Restricted
Landfill Fund - Compost Site Resv for Closure	Peru Federal Savings Bank	CD	172004047	\$100,000.00	4.15%	4-Oct-23	Unassigned
Landfill Fund - Compost Site Resv for Closure	Valley National Bank	CD	919853JV4	\$235,000.00	5.35%	26-Jun-24	Unassigned
Landfill Fund - Compost Site Resv for Closure	Associated Bank NA	CD	045491PJ0	\$235,000.00	5.25%	5-Jul-24	Unassigned
<b>Total Landfill Enterprise Fund</b>				<b>\$697,000.70</b>			
<b>Electric Light Enterprise Fund</b>							
Electric Light Fund - Operating Reserve	Capital One NA	CD	14042RQY0	\$225,000.00	2.95%	5-May-25	Unassigned
Electric Light Fund - Operating Reserve	Goldman Sachs	CD	38149M6V0	\$225,000.00	2.70%	11-May-24	Unassigned
Electric Light Fund - Operating Reserve	Morgan Stanley PVT Bank	CD	61768EJP9	\$250,000.00	3.15%	19-May-25	Unassigned
Electric Light Fund - Operating Reserve	Morgan Stanley	CD	61690UK25	\$250,000.00	3.10%	26-May-25	Unassigned
Electric Light Fund - Operating Reserve	Capital One Bank USA	CD	14042THM2	\$250,116.44	3.40%	7-Jul-25	Unassigned
Electric Light Fund - Operating Reserve	Sallie Mae Bank	CD	795451BV4	\$250,000.00	3.25%	29-Jul-24	Unassigned
Electric Light Fund - Operating Reserve	Discover Bank	CD	254673P34	\$250,000.00	3.50%	10-Aug-26	Unassigned
Electric Light Fund - Operating Reserve	USB Bank USA	CD	90348J5M8	\$250,000.00	3.45%	8-Sep-25	Unassigned
Electric Light Fund - Operating Reserve	Morgan Stanley Bank NA	CD	61690UR51	\$250,000.00	3.60%	15-Sep-26	Unassigned
Electric Light Fund - Operating Reserve	Santander Bank NA	CD	80280JTU5	\$250,000.00	3.40%	15-Sep-23	Unassigned
Electric Light Fund - Operating Reserve	BMO Harris Bank NA	CD	05600XJH4	\$250,000.00	4.05%	23-Sep-24	Unassigned
Electric Light Fund - Operating Reserve	Nicolet National Bank	CD	654062LB2	\$250,000.00	4.10%	28-Sep-25	Unassigned
Electric Light Fund - Operating Reserve	Bell Bank	CD	07815ACA3	\$250,000.00	4.00%	5-Apr-24	Unassigned
Electric Light Fund - Operating Reserve	American Express Natl Bank	CD	02589AEB4	\$250,000.00	4.70%	3-Nov-25	Unassigned
Electric Light Fund - Operating Reserve	Synchrony Bank	CD	87165FS54	\$250,000.00	4.70%	4-Nov-27	Unassigned
Electric Light Fund - Operating Reserve	Discover Bank	CD	254673Z33	\$250,000.00	4.95%	17-Nov-25	Unassigned
Electric Light Fund - Operating Reserve	Barclays Bank DE	CD	06740KRG4	\$250,000.00	4.90%	18-Nov-24	Unassigned
Electric Light Fund - Operating Reserve	Sallie Mae Bank	CD	795451CJ0	\$150,000.00	5.00%	18-Nov-24	Unassigned
Electric Light Fund - Operating Reserve	PNC Bank NA	CD	69355NBS3	\$250,000.00	4.80%	15-Dec-23	Unassigned
Electric Light Fund - Operating Reserve	Central Bank	CD	110186	\$437,593.05	4.00%	17-Mar-25	Unassigned
Electric Light Fund - Operating Reserve	Wells Fargo Bank	CD	949764AG9	\$250,000.00	5.25%	15-Mar-24	Unassigned
Electric Light Fund - Operating Reserve	Charles Schwab Bank	CD	15987UAV0	\$250,000.00	5.40%	23-Sep-24	Unassigned
Electric Light Fund - Operating Reserve	Comercia Bank	CD	200339FB0	\$235,000.00	5.25%	30-Sep-24	Unassigned
Electric Light Fund - Operating Reserve	Parkway B&T Co	CD	70153RLT3	\$235,000.00	5.10%	12-Apr-24	Unassigned
Electric Light Fund - Operating Reserve	Webster Bank	CD	94768NME1	\$240,000.00	5.05%	5-Oct-23	Unassigned
Electric Light Fund - Operating Reserve	Bank OZK	CD	06418CFJ0	\$240,000.00	4.90%	3-Nov-23	Unassigned
Electric Light Fund - Operating Reserve	UMB Bank NA	CD	904198BZ0	\$235,000.00	5.00%	25-Apr-24	Unassigned
Electric Light Fund - Operating Reserve	Central Bank	CD	110538	\$280,000.00	4.00%	2-Feb-24	Unassigned
Electric Light Fund - Operating Reserve	Central Bank	CD	110539	\$280,000.00	4.00%	2-Jun-24	Unassigned

July 31, 2023

**Treasurer's Monthly Report**  
**FUND INVESTMENTS**

Fund	Financial Firm	Investment Type	Account #	Balance	Rate	Maturity Date	Balance Use Definition
Electric Light Fund - Operating Reserve	Anco Community Cr Union	CD	200007	\$250,000.00	4.25%	28-Apr-24	Unassigned
Electric Light Fund - Operating Reserve	CIBC Bank USA	CD	12547CCB2	\$235,000.00	5.25%	12-Jul-24	Unassigned
<b>Total Operating Reserve</b>				<b>\$7,767,709.49</b>			
Electric Light Fund - Self Insurance Reserve	LaSalle State Bank	CD	4812603	\$419,309.86	3.50%	10-Jan-24	Committed
Electric Light Fund - Self Insurance Reserve	Peru Federal Savings Bank	MM	161000266	\$483,192.97	2.25%		Committed
Electric Light Fund - Self Insurance Reserve	Peru Federal Savings Bank	CD	172004047	\$200,000.00	4.15%	4-Oct-23	Committed
<b>Total Self Insurance Reserve</b>				<b>\$1,102,502.83</b>			
Electric Light Fund - Guaranteed Deposits	Peru Federal Savings Bank	MM	161000266	\$156,530.11	2.25%		Restricted
Electric Light Fund - Guaranteed Deposits	Peru Federal Savings Bank	CD	172004047	\$100,000.00	4.15%	4-Oct-23	Restricted
<b>Total Guaranteed Light Deposits</b>				<b>\$256,530.11</b>			
<b>Total Electric Light Fund Enterprise</b>				<b>\$9,126,742.43</b>			
<b>Peru Municipal Pool Account</b>							
Municipal Pool Account	Sallie May Bank	CD	795451CK7	\$100,000.00	4.95%	18-Nov-24	Assigned
<b>Total Peru Municipal Pool Account</b>				<b>\$100,000.00</b>			
<b>Total Fund Investments</b>				<b>\$11,227,466.50</b>			
<b>Certificate of Deposit Investments by Depos</b>				<b>Amount</b>			
Purchased Negotiable Certificates of Deposit				\$7,090,116.44			
Central Bank Certificates of Deposit				\$997,593.05			
LaSalle State Bank Certificates of Deposit				\$855,108.99			
Peru Federal Savings Bank				\$2,034,648.02			
Anco Community Credit Union				\$250,000.00			
<b>Total Certificate of Deposit Investments</b>				<b>\$11,227,466.50</b>			

**Peru Police Department**  
**Monthly Report / August 2023**

**Date:** September 11, 2023

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

**From:** Chief Sarah L. Raymond

**Month/Year:** August 2023

# Peru Police Department

## Department Roster (Serving Since)

### Sworn Personnel

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
Sergeant Brad Jones	10/1/2007
Officer Mark Credi	9/23/1997
Detective Amy Sines	9/22/2003
Officer Nick Biagioni	5/7/2007
Officer Ben Bentley	7/30/2007
Detective Jeff Paul	11/28/2007
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
Custodian Jeri Etscheid	12/7/2012 F/T 05/01/2023

### Part-time Civilian Personnel

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
Crossing Guard Anne Norrell	8/15/2023

## Operations Report

August 2023

### Reports

Police-total calls for service/officer initiated activities	1835
Total case reports written	110
Total Accidents Investigated	53
(State reports) \$1500 damage or injuries	38
(CAD reports) under \$1500 damage	15
Motorist Assist	56
Alarms Received	25

## Fines / Fees / Grants / Reimbursements

August 2023

Court Dispositions/Traffic Fines	
Administrative Adjudication Fines	\$1,227.00
D.U.I. Equipment Fund	\$1,732.33
Drug Enforcement Fund PPD Cases	\$0.00
Drug Enforcement Forfeitures	\$0.00
Court Supervision/Squad Car Fund	\$0.00
Vehicle Impound Fees	\$3,281.00
Photocopying Fees	\$228.40
Parking Ticket Fines	\$60.00
Warrant Fees	\$140.00
Grants Received in Dollars (Traffic Safety)	\$667.56
Reimbursements Received (ICC, PTI, Mendota Sweet Corn Fest.)	\$13,871.96
Total Police Income for Month	\$21,208.25

## Traffic Enforcement

August 2023

### Citations

Total Citations Issued including ADJ	129
Speeding Citations Issued	25
DUI Citations Issued	6
All Other Traffic Citations Issued	82
Parking Citations Issued	2
Total Number of Traffic Stops	192

### Warnings

Vehicles stopped & driver given warning (written and verbal warnings)	130
--	-----

## Freedom of Information Act (FOIA)

August 2023

Total Number of Requests	66
Manhours Expended	45.5
Total Employee Cost	\$2,263.17

# **Administrative Adjudication Monthly Report**

## **Citations**

August 2023

### **Traffic & Non-Traffic Citations**

Traffic Charges Filed	3
Non-Traffic Charges Filed	4
Total Charges Filed	7

### **Non-Traffic Citation Break-Down**

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

## **Dispositions**

August 2023

Pre-Paid Prior to Hearing	4
Admitted Liable/Pled Guilty	1
Failed to Appear/Default	2
Continued	0
Contested Hearing/Found Liable	0
Contested Hearing/Found Not Liable	0
Contested Hearing/Dismissed For Cause	0

## **Fines / Fees / Payments Collected**

August 2023

Impound Fees Paid	\$1,750.00
Adjudication Fees Paid	\$875.00
Fees Collected from Previous Months	\$352.00
<b>Total</b>	<b>\$2,977.00</b>

## **Fines / Fees / Payments Time to Pay Given**

August 2023

Impound Fee Payment Plan/Collection Pending	\$0.00
Adjudication Fees Payment Plan/Collection Pending	\$250.00
<b>Total</b>	<b>\$250.00</b>

## **Administrative Officer Fees Paid**

August 2023

Administrative Officer Fees Paid	\$500.00
----------------------------------	----------

## Community Presentations and Meetings

8/7/2023	Lieutenant Bernabei	Public Works Committee/IVRD
8/8/2023	Chief Raymond	FOIA Meeting
8/8/2023	Chief Raymond	Run/Hide/Fight Presentation
8/9/2023	Chief Raymond	Safety Committee
	Admin Asst Wagner	Safety Committee
8/9/2023	Lieutenant Smith	ADJ Hearing
	Admin Asst Wagner	ADJ Hearing
	CSO Frund	ADJ Hearing
8/9/2023	Lieutenant Bernabei	IVRD Exec. Director
8/11/2023	Chief Raymond	News Tribune Meeting
8/14/2023	Chief Raymond	Committee as a Whole
8/14/2023	Various Members	City Council / Jones Swearing in
8/14/2023	Lieutenant Bernabei	IVRD Negotiations
8/15/2023	Chief Raymond	Golf Outing Sub-committee
	Admin Asst Wagner	Golf Outing Sub-committee
8/16/2023	Chief Raymond	IV Chiefs of Police
8/16/2023	Chief Raymond	ALICE Training
8/16/2023	Lieutenant Bernabei	IVRD Labor Committee
8/16/2023	Chief Raymond	Chamlin Mapping
	Sgt. Ed Degroot	Chamlin Mapping
8/16/2023	Lieutenant Bernabei	WTH Conference Call
8/16/2023	Chief Raymond	IVRD Exec. Director
8/17/2023	Chief Raymond	LPHS School Safety Meeting
8/21/2023	Lieutenant Bernabei	IVRD Exec. Director
8/21/2023	Chief Raymond	Public Services Committee
	Chief Raymond	Public Works Committee
	Chief Raymond	Finance Committee
8/22/2023	Chief Raymond	ALICE Training
8/22/2023	Chief Raymond	SRO Meeting
8/22/2023	Lieutenant Bernabei	IVRDJ/KTJ
8/22/2023	Lieutenant Bernabei	IVRD Exec. Director
8/23/2023	Lieutenant Bernabei	IVRD Labor Committee
8/24/2023	Various Members	Vietnam Traveling Wall Escort
8/26/2023	Chief Raymond	First Responders Wreath Ceremony
8/28/2023	Chief Raymond	City Council Meeting
8/29/2023	Chief Raymond	Golf Outing Sub-committee
	Admin Asst Wagner	Golf Outing Sub-committee
8/29/2023	Lieutenant Bernabei	IVRD Board Meeting

## **Community Service Officer Report**

August 2023

Abandoned Vehicles	6
Administrative Duties	21
All Other City Ordinances	8
Animal Complaints	2
Assisted Fire/EMS	8
Assisted Police	10
Assists	1
Building/Zoning	4
Burning Complaint	0
Car Seat Installations	2
Community Contacts/School Walk Through	16
Extra Patrol	0
Failure to Register (Warrant Issued)	0
Fingerprints	2
Follow-ups/Meetings	89
Found article/Lost article	0
High Grass/Clippings	7
IDOC Releases	0
Information CADs	8
Motorist Assists	6
Parade Details	0
Park Security Checks	70
Parking Complaints	3
Private Property Accidents	0
Property Maintenance	7
Public Works	2
Roadway Obstruction	3
School Crossing	2
School Patrol	21
Sex/Violent Offender Registrations/verification	11
Shopping Detail	0
Special Details	7
Traffic Control	1
Training	1
Utilities Complaint	0
Vehicle Disposals	5
Vehicle Maintenance	10
	<b>333</b>
<b><u>Citations</u></b>	
ADJ	3
Parking	0



# CITY OF MENDOTA

## POLICE DEPARTMENT

**Gregory S. Kellen**

*Chief of Police*

Peru Police Department  
Chief Sarah Raymond  
2650 N. Peoria Street  
Peru, Illinois, 61354

August 14, 2023

Sarah,

On behalf of the City of Mendota and the Mendota Police Department I wish to express our gratitude and appreciation for both your past and present support to our City and agency as we work through manpower shortages. You are no stranger to the struggles of maintaining well trained and professional law enforcement personnel. The fact that your agency supported us during the 76<sup>th</sup> Annual Sweet Corn Festival speaks immeasurably about your agency's commitment to serving and protecting. I am truly thankful for the support and if our agency can assist you in any way, please do not hesitate in inquiring.


Respectfully and sincerely,

Gregory S. Kellen  
Chief of Police

side that day. I just thought  
you should know how grateful our  
whole family is. You're part of a few  
people who gave me the gift of my dad on  
the day every girl dreams about.

I love all my dance girls, but it's  
an extra special honor to teach Sierra.  
She's sweet inside & out & I can't  
wait to help continue her love of  
dance.

Thanks isn't nearly enough.

-Jessi + 

Nick, Nickie & Sierra,

Thank you so much for coming to  
celebrate the best day of our lives (so  
far). We are also so appreciative of your  
card & gift. Sierra & the girls really were  
living their best life from looking back at the  
pictures.

I have to give a personal thank you  
(which isn't enough) to Nick. I don't know if  
you remember, but about 5 years ago, on the  
night of those bad storms & tornadoes, you  
responded first to a cardiac arrest & when  
you pulled up, you jumped right in while  
we were doing CPR. That was my dad  
& I was the one on the phone who let you  
in the door. Thanks to how fast you  
responded, he walked me down the

You've touched  
my life...



No words can express how grateful I am for Officer Credis & the 2 other Officers who went above and beyond in escorting myself and family and friends in a parade I organized for my Brother who has Glioblastoma. It was his 68th Birthday and I truly wanted to make it special for him. Having the officers help to keep the lineup safe thru the streets and just put time into and being so kind and thoughtful truly helped to give him an amazing day. He turned 68 on Sunday and though I pray it isn't his last it was amazing. Forever thankful & grateful to all.

...in ways you may not even be aware of.

Thank you, your kindness has meant so much.

Eileen Trujillo + family  
on behalf of my

Brother, Neil Dinton



*Your kind expression  
of sympathy and friendship  
will always remain in our  
memories.*

*Thank you for your  
thoughtfulness.*

*The Family of  
Audrey Ann Piscia*



# Peru Volunteer Ambulance Service Inc.

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

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

To: Mayor Kolowski and Aldermen, City of Peru  
From: Brent C. Hanson, Executive Director  
Subject: Activity Summary for Month of August 2023  
Date: Friday, September 1, 2023

The Peru Volunteer Ambulance Service responded to two hundred thirty-three (233) patient/calls during the month of August. The two hundred thirty-three (233) patient/calls included one hundred seventy-six (176) emergencies for Peru, eight (8) emergencies for Dimmick, zero (0) emergencies for Peru Township, and thirty-eight (38) transfers. Of the one hundred eighty-four (184) emergencies, one hundred ten (110) patients were transported, sixty-six (66) patients refused treatment, and eight (8) were disregarded.

Peru Volunteer Ambulance Service, Inc. responded to two (2) Mutual Aid requests with La Salle Fire/EMS, three (3) Mutual Aid requests with 10/33 Ambulance, two (2) Mutual Aid requests with Mendota Fire/EMS, and four (4) Motor Cross Standby requests.

The total mileage logged was 7683 miles for the month of August.

BCH:seb

City of Peru Disbursements to be Paid 9/13/2023
---

FUND	FUND NAME		
10	General Fund	\$	496,059.32
21	Garbage Fund	\$	75,791.10
31	Downtown TIF Fund	\$	10,000.00
60	Utility Fund	\$	389,554.54
85	Airport Fund	\$	64,047.19
		\$	1,035,452.15

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
DRESBACH DIST CO	10 -5-12-65200	PAPER TOWELS	109.90	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
QUILL CORPORATION	10 -5-12-65200	OFFICE SUPPLIES	153.97	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
QUILL CORPORATION	10 -5-12-65200	COPIER TONER	330.98	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
TNT LAWN & SNOW, LLC	10 -5-14-54900	AUG23 CODE ENFRC	303.00	GENERAL	CITY ENGINEER	CODE ENFORCEMENT EXP
DUNCAN & BRANDT	10 -5-14-54950	ADJ HEARING-AUG23	166.67	GENERAL	CITY ENGINEER	ADM HEARING EXP
MARCO, INC	10 -5-14-56400	ENG SHARP-AUG	146.43	GENERAL	CITY ENGINEER	MAINTENANCE AGREEMENTS
AMAZON CAPITAL SERVICES	10 -5-14-65200	OFFICE SUPPLIES	180.50	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-14-65200	OFFICE SUPPLIES	199.99	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-14-65500	AUG23 FUEL-ENGINEER	416.85	GENERAL	CITY ENGINEER	FUEL & OIL VEHICLES
MACK & ASSOCIATES	10 -5-15-53000	FY23 AUDIT	28,500.00	GENERAL	ADMINISTRATIVE	AUDITING SERVICE
US BANK VOYAGER FLEET S	10 -5-15-53500	INACTIVE CARD FEE	8.00	GENERAL	ADMINISTRATIVE	BANK FEES/SERVICE CHARGES
DUNCAN & BRANDT	10 -5-15-54950	ADJ HEARING-AUG23	166.67	GENERAL	ADMINISTRATIVE	ADM HEARING EXP
LASALLE PUBLISHING	10 -5-15-56200	AUG23 ADS	1,231.00	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	MTNG ITEP SHARED USE	415.00	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
MARCO, INC	10 -5-15-59900	HR SHARP-SEP	80.42	GENERAL	ADMINISTRATIVE	CONTRACTUAL SERVICE
MAUTINO DIST CO INC	10 -5-15-65200	WATER	49.50	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
MAUTINO DIST CO INC	10 -5-15-65200	AUG23 COOLER RENTAL	27.00	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
LOCKER ROOM	10 -5-15-65200	PAYTON-CITY GEAR	32.00	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
MCS ADVERTISING	10 -5-15-91000	ECON DEV WEBSITE-SEP23	1,000.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
OVAL WACKER CONSULTING	10 -5-15-91000	SEP23 CONSULTING	3,333.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
PERU POLICE PENSION FUN	10 -5-16-46400	SEP23 CONTRIBUTION	83,333.33	GENERAL	POLICE	PPNS CONTRB/PPRT
STREICHERS	10 -5-16-47100	LEARY CA	43.99	GENERAL	POLICE	CLOTHING ALLOWANCE
RYAN KOWALCZYK	10 -5-16-47100	KOWALCZYK CA	181.03	GENERAL	POLICE	CLOTHING ALLOWANCE
RYAN KOWALCZYK	10 -5-16-47100	KOWALCZYK CA	150.21	GENERAL	POLICE	CLOTHING ALLOWANCE
RYAN KOWALCZYK	10 -5-16-47100	KOWALCZYK CA	93.70	GENERAL	POLICE	CLOTHING ALLOWANCE
AMAZON CAPITAL SERVICES	10 -5-16-47100	THEISINGER CA	79.99	GENERAL	POLICE	CLOTHING ALLOWANCE
AMAZON CAPITAL SERVICES	10 -5-16-47100	RAYMOND CA	54.80	GENERAL	POLICE	CLOTHING ALLOWANCE
MTS SAFETY PRODUCTS	10 -5-16-47110	STOP SIGN-PADDLE CRS GRD	91.84	GENERAL	POLICE	OTHER UNIFORM
CHAPMAN'S MECHANICAL	10 -5-16-51100	POLC-COOLING MTNCE RPR	2,015.50	GENERAL	POLICE	R&M/BUILDINGS
TRI-STATE FIRE CONTROL	10 -5-16-51100	SPRINKLER MNTNCE	1,700.00	GENERAL	POLICE	R&M/BUILDINGS
COMMUNICATION WORKS	10 -5-16-51200	RADIO SYSTEM MNTNCE	931.25	GENERAL	POLICE	R&M/EQUIPMENT
COMMUNICATION WORKS	10 -5-16-51200	RADIO SYSTEM MNTNCE	820.00	GENERAL	POLICE	R&M/EQUIPMENT
CDW GOVERNMENT INC	10 -5-16-51210	RACK MOUNT	401.09	GENERAL	POLICE	R&M/COMPUTERS
COMMUNICATION WORKS	10 -5-16-51210	BODY CAMER EQUIP-10 SQDS	2,500.00	GENERAL	POLICE	R&M/COMPUTERS
POMP'S TIRE SERVICE	10 -5-16-51300	PPD12 TIRE RPR	31.80	GENERAL	POLICE	R&M/VEHICLES
POMP'S TIRE SERVICE	10 -5-16-51300	PPD44 TIRE RPR	31.80	GENERAL	POLICE	R&M/VEHICLES
POMP'S TIRE SERVICE	10 -5-16-51300	PPD42 TIRE RPR	869.62	GENERAL	POLICE	R&M/VEHICLES
POMP'S TIRE SERVICE	10 -5-16-51300	PPD43 TIRE RPR	199.50	GENERAL	POLICE	R&M/VEHICLES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
HALM'S MOTOR SERVICE	10 -5-16-51300	WIPER BLADE	79.95	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD38 MNTNCE	76.07	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD44 MNTNCE	78.69	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD23 MNTCNE	1,106.91	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD39 MNTNCE	59.34	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD14 MNTNCE	2,871.20	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD49 MNTNCE	77.97	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD42 MNTNCE	77.97	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD41 MNTNCE	77.97	GENERAL	POLICE	R&M/VEHICLES
CORONET DODGE TOYOTA	10 -5-16-51300	PPD34 MNTNCE	99.45	GENERAL	POLICE	R&M/VEHICLES
KUSTOM SIGNALS INC	10 -5-16-51300	PPD38 RADAR	1,564.66	GENERAL	POLICE	R&M/VEHICLES
KUSTOM SIGNALS INC	10 -5-16-51300	PPD39 RADAR	1,564.66	GENERAL	POLICE	R&M/VEHICLES
SUNNY COMMUNICATIONS, I	10 -5-16-51300	RADIO REPAIR	578.36	GENERAL	POLICE	R&M/VEHICLES
KLEIN THORPE &JENKINS L	10 -5-16-53200	JUL23 LEGAL	848.00	GENERAL	POLICE	LEGAL FEES
DUNCAN & BRANDT	10 -5-16-54950	ADJ HEARING-AUG23	166.66	GENERAL	POLICE	ADM HEARING EXP
STERICYCLE, INC.	10 -5-16-55500	STERI-SAFE TRAINING	161.12	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
VERIZON WIRELESS	10 -5-16-56100	POLC WIRELESS TO 8/20	568.31	GENERAL	POLICE	TELEPHONE
MARCO TECHNOLOGIES LLC	10 -5-16-56400	POLC MAINT 9/23	1,428.81	GENERAL	POLICE	MAINTENANCE AGREEMENTS
AMEREN ILLINOIS	10 -5-16-57100	13260-71020 2650 N PEORIA ST	122.34	GENERAL	POLICE	UTILITIES
DEBO ACE HARDWARE	10 -5-16-65200	SUPPLIES	41.99	GENERAL	POLICE	OPERATING SUPPLIES
CONNECTING POINT COMPUT	10 -5-16-65200	MS 365 BASIC LIC	10.00	GENERAL	POLICE	OPERATING SUPPLIES
LIFESAVERS INC	10 -5-16-65200	DEFIB PKG	1,525.25	GENERAL	POLICE	OPERATING SUPPLIES
RAY O'HERRON CO., INC	10 -5-16-65200	PPD32 SUPPLIES	219.00	GENERAL	POLICE	OPERATING SUPPLIES
RAY O'HERRON CO., INC	10 -5-16-65200	PPD32 SUPPLIES	67.02	GENERAL	POLICE	OPERATING SUPPLIES
CAPITAL ONE/WALMART	10 -5-16-65200	POLC SUPPLIES	339.93	GENERAL	POLICE	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-16-65200	SUPPLIES	172.80	GENERAL	POLICE	OPERATING SUPPLIES
SIRCHIE ACQUISITION COM	10 -5-16-65200	EVIDENCE SUPPLIES	105.62	GENERAL	POLICE	OPERATING SUPPLIES
TRI-STATE FIRE CONTROL	10 -5-16-65200	POLC-ANN EXT INSPECT	1,275.00	GENERAL	POLICE	OPERATING SUPPLIES
BRIDGEVIEW VETERINARY H	10 -5-16-65220	K9 BOARDING	322.18	GENERAL	POLICE	SPECIAL PROGRAMS EXPENSE
US BANK VOYAGER FLEET S	10 -5-16-65500	AUG23 FUEL-POLICE	6,025.90	GENERAL	POLICE	FUEL & OIL VEHICLES
FLEET SAFETY SUPPLY	10 -5-16-88400	PPD 32&46 EQUIP	4,934.46	GENERAL	POLICE	NEW EQUIPMENT/VEHICLES
FLEET SAFETY SUPPLY	10 -5-16-88400	PPD 32&46 EQUIP	4,905.80	GENERAL	POLICE	NEW EQUIPMENT/VEHICLES
CAMZ COMMUNICATIONS. IN	10 -5-16-88400	PPD32 COMM EQUIP	4,595.00	GENERAL	POLICE	NEW EQUIPMENT/VEHICLES
CAMZ COMMUNICATIONS. IN	10 -5-16-88400	PPD46 COMM EQUIP	4,595.00	GENERAL	POLICE	NEW EQUIPMENT/VEHICLES
STERICYCLE, INC.	10 -5-16-92900	SYRINGE PICK UP	161.12	GENERAL	POLICE	MISCELLANEOUS EXPENSE
PERU FIREFIGHTERS PENSI	10 -5-17-46400	SEP23 CONTRIBUTION	12,500.00	GENERAL	FIRE	FIRE PENS/PPRT CONTRIB
CHAPMAN'S MECHANICAL	10 -5-17-51100	COOLING MTNCE RPR	802.70	GENERAL	FIRE	R&M/BUILDINGS
MES-ILLINOIS	10 -5-17-51200	AKRON NOZZLES	1,954.49	GENERAL	FIRE	R&M/EQUIPMENT

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
SCBAS INC	10 -5-17-51200	EQUIP MNTNCE	519.83	GENERAL	FIRE	R&M/EQUIPMENT
COMMUNICATION WORKS	10 -5-17-51200	RADIO MNTNCE	62.50	GENERAL	FIRE	R&M/EQUIPMENT
COMMUNICATION WORKS	10 -5-17-51200	RADIO SYSTEM MNTNCE	931.25	GENERAL	FIRE	R&M/EQUIPMENT
COMMUNICATION WORKS	10 -5-17-51200	RADIO SYSTEM MNTNCE	820.00	GENERAL	FIRE	R&M/EQUIPMENT
HALM'S MOTOR SERVICE	10 -5-17-51300	VEHICLE SUPPLIES	89.91	GENERAL	FIRE	R&M/VEHICLES
BALDIN'S GARAGE	10 -5-17-51300	343 MNTNCE	277.88	GENERAL	FIRE	R&M/VEHICLES
FIRE SERVICE INC.	10 -5-17-51300	311 REPAIR	180.02	GENERAL	FIRE	R&M/VEHICLES
VERIZON WIRELESS	10 -5-17-56100	FIRE WIRELESS TO 8/20	216.06	GENERAL	FIRE	TELEPHONE
AMEREN ILLINOIS	10 -5-17-57100	95733-05296 1503 4TH FIRE	70.09	GENERAL	FIRE	UTILITIES
CINTAS CORP #396	10 -5-17-59900	CITY HALL/FIRE MATS	30.29	GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORP #396	10 -5-17-59900	FIRE-MAT SVC	30.29	GENERAL	FIRE	CONTRACTUAL SERVICE
COMCAST CABLE	10 -5-17-59900	OCT23 CABLE	87.90	GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORPORATION	10 -5-17-59900	FIRE-CABNT SERV	105.69	GENERAL	FIRE	CONTRACTUAL SERVICE
DEBO ACE HARDWARE	10 -5-17-65200	SUPPLIES	799.05	GENERAL	FIRE	OPERATING SUPPLIES
HENNEPIN BOAT STORE LLC	10 -5-17-65200	DECALS	250.00	GENERAL	FIRE	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-17-65500	AUG23 FUEL-FIRE	1,570.18	GENERAL	FIRE	FUEL & OIL VEHICLES
MIDWEST AERO INC	10 -5-17-65500	FIRE DEPT OIL	17.14	GENERAL	FIRE	FUEL & OIL VEHICLES
JOHN DEERE FINANCIAL	10 -5-19-47100	KONIECZKI CA	24.99	GENERAL	STREET	CLOTHING ALLOWANCE
JOHN DEERE FINANCIAL	10 -5-19-47100	MAIER CA	11.99	GENERAL	STREET	CLOTHING ALLOWANCE
COMMUNICATION WORKS	10 -5-19-51200	RADIO SYSTEM MNTNCE	931.25	GENERAL	STREET	R&M/EQUIPMENT
COMMUNICATION WORKS	10 -5-19-51200	RADIO SYSTEM MNTNCE	820.00	GENERAL	STREET	R&M/EQUIPMENT
HALM'S MOTOR SERVICE	10 -5-19-51300	VEHICLE SUPPLIES-SAFETY	77.98	GENERAL	STREET	R&M/VEHICLES
KING TIRE	10 -5-19-51300	TIRE RPR	726.00	GENERAL	STREET	R&M/VEHICLES
LETTERKRAFT PRINTERS	10 -5-19-51300	PW TRUCK DECALS	1,153.11	GENERAL	STREET	R&M/VEHICLES
NAPA AUTO PARTS	10 -5-19-51300	S102 COMPRESSOR	403.71	GENERAL	STREET	R&M/VEHICLES
NAPA AUTO PARTS	10 -5-19-51300	S102 WASHER NOZZLE	13.98	GENERAL	STREET	R&M/VEHICLES
NAPA AUTO PARTS	10 -5-19-51300	MOTOR TUNEUP	19.48	GENERAL	STREET	R&M/VEHICLES
MIDWEST WHEEL COMPANIES	10 -5-19-51300	WIRELESS LED BEACON	359.98	GENERAL	STREET	R&M/VEHICLES
ADVANCED ASPHALT CO	10 -5-19-51400	SURFACE MIX	569.25	GENERAL	STREET	R&M/STREETS
MENARDS	10 -5-19-51400	RETAINING WALL	1,659.93	GENERAL	STREET	R&M/STREETS
MERTEL GRAVEL CO	10 -5-19-51400	HOBBY LOBBY	305.00	GENERAL	STREET	R&M/STREETS
LADZINSKI CEMENT FINISH	10 -5-19-51400	9TH AND CALHOUN	2,430.80	GENERAL	STREET	R&M/STREETS
LADZINSKI CEMENT FINISH	10 -5-19-51400	2226 6TH ST	2,980.17	GENERAL	STREET	R&M/STREETS
IMUA-IL MUNICIPAL UTILI	10 -5-19-55510	JUN23 SAFETY TRNG	250.00	GENERAL	STREET	SAFETY TRAINING
IMUA-IL MUNICIPAL UTILI	10 -5-19-55510	JUL23 SAFETY TRNG	250.00	GENERAL	STREET	SAFETY TRAINING
COMCAST BUSINESS	10 -5-19-56100	PW SEP23 PHONE	529.44	GENERAL	STREET	TELEPHONE
AMEREN ILLINOIS	10 -5-19-57100	15285-27851 RT 251	49.82	GENERAL	STREET	UTILITIES
AMEREN ILLINOIS	10 -5-19-57100	35940-87050 4003 PLNK RD	125.68	GENERAL	STREET	UTILITIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
CINTAS CORP #396	10 -5-19-59900	PW-LOCKER ROOMS	165.32	GENERAL	STREET	CONTRACTUAL SERVICE
CINTAS CORPORATION	10 -5-19-59900	PW-CAB SVC	386.92	GENERAL	STREET	CONTRACTUAL SERVICE
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	SIGNS	214.86	GENERAL	STREET	SIGNS
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	SIGNS	3,844.06	GENERAL	STREET	SIGNS
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	SIGNS	723.47	GENERAL	STREET	SIGNS
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	SIGNS	424.73	GENERAL	STREET	SIGNS
DEBO ACE HARDWARE	10 -5-19-65200	SUPPLIES	2,384.44	GENERAL	STREET	OPERATING SUPPLIES
MENARDS	10 -5-19-65200	TARP	139.99	GENERAL	STREET	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	10 -5-19-65200	PROPANE	104.30	GENERAL	STREET	OPERATING SUPPLIES
MIDWEST WHEEL COMPANIES	10 -5-19-65200	HANDHELD SPRAYER	199.00	GENERAL	STREET	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	10 -5-19-65200	SUPPLIES	61.30	GENERAL	STREET	OPERATING SUPPLIES
CINTAS CORPORATION	10 -5-19-65200	SAFETY GLASSES	50.27	GENERAL	STREET	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-19-65500	AUG23 FUEL-STREETS	814.91	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	1,478.98	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	788.78	GENERAL	STREET	FUEL & OIL VEHICLES
DEERE CREDIT INC	10 -5-19-72370	030-0075865-000/PAY 12	192.52	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-72370	030-0075957-000/PAY 14	64.40	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-72370	030-0076061-000/PAY 10	138.28	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-88400	030-0075865-000/PAY 12	1,358.51	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
DEERE CREDIT INC	10 -5-19-88400	030-0075957-000/PAY 14	475.07	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
DEERE CREDIT INC	10 -5-19-88400	030-0076061-000/PAY 10	934.91	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
AMEREN ILLINOIS	10 -5-22-51700	BOAT LAUNCH LTS	13.68	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
STUART TREE SERV	10 -5-22-51700	TREE TRIMMING	3,040.00	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
STUART TREE SERV	10 -5-22-51700	TREE TRIM/RMVL	2,500.00	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
AMEREN ILLINOIS	10 -5-22-57100	77250-21000 1901 4TH	75.02	GENERAL	BUILDINGS & GROUNDS	UTILITIES
PERU GREENHOUSES INC	10 -5-22-57500	WATER/FERTILIZE PLANTS	847.75	GENERAL	BUILDINGS & GROUNDS	LANDSCAPING
CINTAS CORP #396	10 -5-22-59900	CITY HALL/FIRE MATS	112.51	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
SERVICEMASTER BEST CLEA	10 -5-22-59900	PW AUG23 CLEAN	575.00	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
ILLINOIS MILITARY MAINT	10 -5-22-59900	CLEAN 8/5-8/26	800.00	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
LADZINSKI CEMENT FINISH	10 -5-22-65000	BENCH PADS	9,587.35	GENERAL	BUILDINGS & GROUNDS	BENCH PROGRAM
DEBO ACE HARDWARE	10 -5-22-65200	PAINT GIRLS	75.14	GENERAL	BUILDINGS & GROUNDS	OPERATING SUPPLIES
VALLEY APPLIANCE SALES	10 -5-23-51200	SEAT COVER/KNOB	70.78	GENERAL	PARKS	R&M/EQUIPMENT
MACHINERY MAINTENANCE I	10 -5-23-51212	RESURFACE SEAL CAPS-SPLASH PAD	353.00	GENERAL	PARKS	R&M/PARK EQUIPMENT
JP CHEVROLET	10 -5-23-51300	R404 MNTNCE	116.30	GENERAL	PARKS	R&M/VEHICLES
MIDWEST WHEEL COMPANIES	10 -5-23-51300	BUCKET SEAT COVERS	109.90	GENERAL	PARKS	R&M/VEHICLES
UNITED RENTALS (NORTH A	10 -5-23-51700	SPRINKLER	6.17	GENERAL	PARKS	R&M/GROUNDS
R & R LANDSCAPING & IRR	10 -5-23-51700	SUNSET PRK-EQUIP RENTAL	1,420.00	GENERAL	PARKS	R&M/GROUNDS
BEACON ATHLETICS LLC	10 -5-23-51700	FIELD SUPPLIES	592.00	GENERAL	PARKS	R&M/GROUNDS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
ADVANCED TURF SOLUTIONS	10 -5-23-51700	GRASS SEED	1,029.75	GENERAL	PARKS	R&M/GROUNDS
ADVANCED TURF SOLUTIONS	10 -5-23-51700	CAP SPANNERS	33.40	GENERAL	PARKS	R&M/GROUNDS
AMEREN ILLINOIS	10 -5-23-57100	29031-01038 1301 PARK RD	53.82	GENERAL	PARKS	UTILITIES
CINTAS CORPORATION	10 -5-23-59900	REC GRG-CAB SERV	110.58	GENERAL	PARKS	CONTRACTUAL SERVICE
DEBO ACE HARDWARE	10 -5-23-65200	SUPPLIES	487.22	GENERAL	PARKS	OPERATING SUPPLIES
MENARDS	10 -5-23-65200	SPLASH PAD SUPPLIES	52.61	GENERAL	PARKS	OPERATING SUPPLIES
MENARDS	10 -5-23-65200	SUPPLIES	158.67	GENERAL	PARKS	OPERATING SUPPLIES
LIFESAVERS INC	10 -5-23-65200	DEFIB PKG-PRKS	1,442.89	GENERAL	PARKS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-23-92900	PARADE STREAMERS	36.71	GENERAL	PARKS	MISCELLANEOUS EXP
MENARDS	10 -5-24-51100	AC UNIT	482.98	GENERAL	CEMETERY	R&M/BUILDINGS
SMITH'S SALES & SERVICE	10 -5-24-51200	OIL	136.00	GENERAL	CEMETERY	R&M/EQUIPMENT
VALLEY APPLIANCE SALES	10 -5-24-51200	G809 MNTNCE	180.41	GENERAL	CEMETERY	R&M/EQUIPMENT
JOHN DEERE FINANCIAL	10 -5-24-51200	PUMP	162.99	GENERAL	CEMETERY	R&M/EQUIPMENT
AMEREN ILLINOIS	10 -5-24-57100	56462-08657 SHOOTING PK RD	62.79	GENERAL	CEMETERY	UTILITIES
AMEREN ILLINOIS	10 -5-24-57100	87671-76497 MAUSOLEUM	53.82	GENERAL	CEMETERY	UTILITIES
SPRINGFIELD ELECTRIC	10 -5-24-57500	CMTRY LIGHTS	419.91	GENERAL	CEMETERY	LANDSCAPING
CINTAS CORPORATION	10 -5-24-59900	CMTRY CAB SVC	196.92	GENERAL	CEMETERY	CONTRACTUAL SERVICE
CINTAS CORPORATION	10 -5-24-59900	CMTRY-EYEWASH STN	118.00	GENERAL	CEMETERY	CONTRACTUAL SERVICE
DEBO ACE HARDWARE	10 -5-24-65200	SUPPLIES	415.44	GENERAL	CEMETERY	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	10 -5-24-65200	SUPPLIES	36.99	GENERAL	CEMETERY	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-24-65500	AUG23 FUEL-CEMETERY	410.48	GENERAL	CEMETERY	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-24-65500	GASOLINE	947.41	GENERAL	CEMETERY	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	10 -5-27-65500	AUG23 FUEL-IT	264.76	GENERAL	IT	FUEL & OIL VEHICLES
PERU VOLUNTEER AMBULANC	10 -5-29-52802	SEP23 SVCS	6,719.60	GENERAL	HR/HEALTH & WELFARE	AMBULANCE CONTRACT
AMAZON CAPITAL SERVICES	10 -5-29-92000	GOLF OUTING SUPPLIES	22.99	GENERAL	HR HEALTH&WELLNESS	HEALTH&WELLNESS
REPUBLIC SERVICES #792	21 -5-90-57060	SEP23 SCAVENGER	75,791.10	GARBAGE	OPERATING EXPENSES	SCAVENGER CONTRACT
DEBO ACE HARDWARE	31 -5-90-92550	RENOVATION PROGRAM	5,000.00	DOWNTOWN TIF	OPERATING EXPENSES	DEVELOPER REIMBURSEMENT
THE FLOWER BAR	31 -5-90-92550	RENOVATION PROGRAM	5,000.00	DOWNTOWN TIF	OPERATING EXPENSES	DEVELOPER REIMBURSEMENT
DEERE CREDIT INC	60 -20340	030-0075866-000/PAY 11	1,331.20	UTILITY	NA	LEASE PURCHASE PAYABLE
DEERE CREDIT INC	60 -20340	030-0076055-000/PAY 9	932.38	UTILITY	NA	LEASE PURCHASE PAYABLE
LETTERKRAFT PRINTERS	60 -5-12-65200	RESIDENTIAL BILLS	1,429.85	UTILITY	CLERK'S OFFICE	OPERATING SUPPLIES
APPLE PRESS	60 -5-12-65200	CHECKS-BK1	488.90	UTILITY	CLERK'S OFFICE	OPERATING SUPPLIES
APPLE PRESS	60 -5-12-65200	CHECKS-BK2	278.85	UTILITY	CLERK'S OFFICE	OPERATING SUPPLIES
KLEIN THORPE &JENKINS L	60 -5-15-53200	JUL23 LEGAL-ELEC	142.50	UTILITY	ADMINISTRATIVE	LEGAL FEES
IMUA-IL MUNICIPAL UTILI	60 -5-15-55500	JUN23 SAFETY TRNG	250.00	UTILITY	ADMINISTRATIVE	EDUCATION/MEETINGS
IMUA-IL MUNICIPAL UTILI	60 -5-15-55500	JUL23 SAFETY TRNG	250.00	UTILITY	ADMINISTRATIVE	EDUCATION/MEETINGS
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

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
CINTAS CORP #396	60 -5-15-59900	PW MATS/SUPPL	276.59	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	ELEC MATS/SUPPL	188.77	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORPORATION	60 -5-15-59900	ELEC-CAB SVC	78.55	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORPORATION	60 -5-15-59900	ELEC-EYEWASH STN	237.00	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
SERVICEMASTER BEST CLEA	60 -5-15-59900	ELEC AUG23 CLEAN	975.00	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
LIFESAVERS INC	60 -5-15-65200	DEFIB PKGS-ELEC	1,442.89	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
GRAPHIC ELECTRONICS INC	60 -5-15-65200	DESK MARKERS	37.00	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
APPLE PRESS	60 -5-15-65200	LETTERHEAD-MINNICK	195.80	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
APPLE PRESS	60 -5-15-65200	MINNICK-BUS CARDS	82.00	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-15-65200	OFFICE SUPPLIES	49.74	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
GENERAL FUND	60 -5-15-99200	SEP23 FRANCHISE FEE	139,089.57	UTILITY	ADMINISTRATIVE	FRANCHISE FEE
CARRIE SMITH	60 -5-61-51100	ELEC BLDG FRONT OFFICE PAINT	750.00	UTILITY	POWER & GENERATION	R&M/BUILDINGS
P & D SIGNS INC	60 -5-61-51100	AWNING REPLACE-50% DEPOSIT	4,473.50	UTILITY	POWER & GENERATION	R&M/BUILDINGS
MCMaster-CARR	60 -5-61-51200	METAL TYPE STAMPS/TAGS	1,574.03	UTILITY	POWER & GENERATION	R&M/EQUIPMENT
HIGH VOLTAGE EQUIP DIAG	60 -5-61-51200	DIAGNOSTIC TESTING	5,294.07	UTILITY	POWER & GENERATION	R&M/EQUIPMENT
CRESCENT ELECTRIC SUPPL	60 -5-61-51208	EMERSON-AUTO MACHINE	2,248.54	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
MCMaster-CARR	60 -5-61-65200	LADDERS	557.53	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	60 -5-61-65200	CARBON DIOXIDE TANKS	185.75	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-61-65200	FALL GUARD-LADDER EXT	359.98	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
AMEREN ILLINOIS	60 -5-61-66730	66792-35002 1026 CENTER ST	53.82	UTILITY	POWER & GENERATION	PURCHASED POWER-GAS
AMEREN ILLINOIS	60 -5-61-66730	69001-44002 4003 PLNK RD	53.82	UTILITY	POWER & GENERATION	PURCHASED POWER-GAS
UUSCO OF ILLINOIS INC	60 -5-62-51290	M FORCE SWITCH	8,953.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
T & R ELECTRIC SUPPLY C	60 -5-62-51290	37 KVA POLE MOUNT	13,533.79	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
BHMG ENGINEERS	60 -5-62-51290	ROOSEVELT SCHOOL ELEC UPGRD	2,223.55	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
TALLMAN EQUIPMENT CO	60 -5-62-51290	TEMP GROUND ROD	772.72	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	342.02	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	342.02	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	RFID TAGS/READERS	3,520.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	400.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	VERSA GUARD	2,331.58	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	194.65	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	502.35	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	POLE STRAIGHTENING KIT	330.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-52960	METER TEST/REPAIR	1,511.46	UTILITY	DISTRIBUTION SYSTEM	NEW METERS
DEBO ACE HARDWARE	60 -5-62-65200	SUPPLIES	728.17	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
MENARDS	60 -5-62-65200	SAW BLADE	9.45	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
SPRINGFIELD ELECTRIC	60 -5-62-65200	ZIP TIES	96.24	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	60 -5-62-65200	CUTTING WHEEL	16.92	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
SISLER ICE & ICE CREAM	60 -5-62-65200	ICE	105.00	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
GRAINGER INC,W.W.	60 -5-62-65210	LIFE JACKET	120.29	UTILITY	DISTRIBUTION SYSTEM	SAFETY SUPPLIES
ANIXTER INC	60 -5-62-65210	ROGERS-JEANS RETURN	(99.95)	UTILITY	DISTRIBUTION SYSTEM	SAFETY SUPPLIES
ANIXTER INC	60 -5-62-65210	BOYER SAFETY	1,112.70	UTILITY	DISTRIBUTION SYSTEM	SAFETY SUPPLIES
ANIXTER INC	60 -5-62-65210	ROGERS-JEANS	99.95	UTILITY	DISTRIBUTION SYSTEM	SAFETY SUPPLIES
SLATE ROCK FR	60 -5-62-65210	SAFETY GEAR	552.43	UTILITY	DISTRIBUTION SYSTEM	SAFETY SUPPLIES
AMAZON CAPITAL SERVICES	60 -5-64-51200	CAR BATTERY CHARGER	231.90	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
DEBO ACE HARDWARE	60 -5-64-65200	SUPPLIES	423.82	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
UNITED RENTALS (NORTH A	60 -5-64-65200	CABLE SLINGS	114.30	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
TEST INC.	60 -5-72-52804	WATER & WWTP CONTRACT	23,331.63	UTILITY	WATER TREATMENT	WS/WWTP SERVICE CONTRACT
TEST INC.	60 -5-72-53850	EAKAS PT ANALYSIS	808.00	UTILITY	WATER TREATMENT	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	FLINT HILLS PT ANALYSIS	743.00	UTILITY	WATER TREATMENT	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	FLINT HILLS PT ANALYSIS	743.00	UTILITY	WATER TREATMENT	ANALYSIS PRETREATMENT
MIDWEST SALT	60 -5-72-61300	SALT	3,637.50	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,768.00	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,529.50	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,627.00	UTILITY	WATER TREATMENT	SALT
DEBO ACE HARDWARE	60 -5-72-65200	SUPPLIES	1,037.45	UTILITY	WATER TREATMENT	OPERATING SUPPLIES
USA BLUEBOOK	60 -5-72-65200	PRESSURE GAGE	92.09	UTILITY	WATER TREATMENT	OPERATING SUPPLIES
USA BLUEBOOK	60 -5-72-65200	PRESSURE GAGE	72.95	UTILITY	WATER TREATMENT	OPERATING SUPPLIES
AMEREN ILLINOIS	60 -5-72-66730	09973-76815 RT 6 WEST	53.82	UTILITY	WATER TREATMENT	PURCHASED POWER-GAS
AMEREN ILLINOIS	60 -5-72-66730	16520-07000 900 BRUNNER	71.07	UTILITY	WATER TREATMENT	PURCHASED POWER-GAS
AMEREN ILLINOIS	60 -5-72-66730	60154-25937 901 BRUNNER	53.82	UTILITY	WATER TREATMENT	PURCHASED POWER-GAS
MERTEL GRAVEL CO	60 -5-73-51520	CONCRETE	838.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
STANDARD EQUIPMENT CO	60 -5-73-51525	NOZZLE	276.72	UTILITY	WATER DISTRIBUTION	R&M HYDRANTS
UTILITY EQUIPMENT CO	60 -5-73-52000	STORM SEWER MNTNCE	1,209.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	VALCOM STOCK/RPR	183.76	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	STORM SEWER MNTNCE	181.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	VALCOM SEWER RPR	190.45	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	4TH & PEORIA ST	240.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS
FERGUSON WATERWORKS	60 -5-73-52000	SEAT WRENCH	1,380.40	UTILITY	WATER DISTRIBUTION	R&M SEWERS
FICEK ELECTRIC & COMMUN	60 -5-73-52940	PIT STOP LIFT STN RPR	589.00	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
OMNI-SITE	60 -5-73-52940	PIT STOP ANNUAL MONITORING	60.12	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
OMNI-SITE	60 -5-73-52940	DONLAR ANNUAL MONITORING	59.22	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
AMEREN ILLINOIS	60 -5-73-57100	78187-01938 2909 PEORIA ST	53.82	UTILITY	WATER DISTRIBUTION	UTILITIES
AMEREN ILLINOIS	60 -5-73-57100	86200-06895 BRUNNER ST	65.24	UTILITY	WATER DISTRIBUTION	UTILITIES
DEBO ACE HARDWARE	60 -5-73-65200	SUPPLIES	850.78	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
CIT TRUCKS-PERU 2650	60 -5-73-65200	COVERALLS	117.20	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
MENARDS	60 -5-73-65200	MARKING PAINT	15.98	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	LAUNDRY SUPPLIES	22.91	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	SUPPLIES	88.46	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	SUPPLIES	14.46	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	SUPPLIES	21.58	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	SUPPLIES	31.47	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
UNITED RENTALS (NORTH A	60 -5-73-65200	SAFETY GLASSES	43.90	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
FERGUSON WATERWORKS	60 -5-73-65200	SPRAY PAINT	465.00	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	60 -5-73-65200	WATER SUPPLIES	418.86	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MACHINERY MAINTENANCE I	60 -5-74-51200	STAINLESS STEEL BACK PLATE	2,232.44	UTILITY	WATER DISPOSAL PLANT	R&M EQUIPMENT
MACHINERY MAINTENANCE I	60 -5-74-51200	HIGH SERVICE PUMP	869.50	UTILITY	WATER DISPOSAL PLANT	R&M EQUIPMENT
UTILITY EQUIPMENT CO	60 -5-74-51200	WWTP GRIT BLDG WATERLINE	257.91	UTILITY	WATER DISPOSAL PLANT	R&M EQUIPMENT
MARTIN EQUIPMENT OF IL	60 -5-75-51300	HYDRAULIC LEAK-BUCKET TRK	233.65	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
HALM'S MOTOR SERVICE	60 -5-75-51300	OIL/FILTER	37.93	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
HALM'S MOTOR SERVICE	60 -5-75-51300	VEHICLE SUPPLIES	280.96	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
HALM'S MOTOR SERVICE	60 -5-75-51300	SOLVENT/WASHER	476.97	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
HALM'S MOTOR SERVICE	60 -5-75-51300	VEHICLE SUPPLIES	39.47	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
KING TIRE	60 -5-75-51300	TIRE RPR	201.50	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
JEFF PERRY BUICK GMC IN	60 -5-75-51300	E106 DETAIL SVC	220.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
SCHOLLE BODY SHOP	60 -5-75-51300	BUCKET TRK MNTNCE	850.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
STANDARD EQUIPMENT CO	60 -5-75-51300	FOR DUP LIC/TITLE	(173.00)	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E203 MNTNCE	4,934.64	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E301 MNTNCE	3,125.02	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	D309 MNTNCE	3,355.26	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
US BANK VOYAGER FLEET S	60 -5-75-65500	AUG23 FUEL-ELEC	1,902.05	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	60 -5-75-65500	AUG23 FUEL-WTR	146.25	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
DEERE CREDIT INC	60 -5-76-72370	030-0075866-000/PAY 11	192.77	UTILITY	BOND & INTEREST	INT-MERCH CAP RESOURC
DEERE CREDIT INC	60 -5-76-72370	030-0076055-000/PAY 9	140.81	UTILITY	BOND & INTEREST	INT-MERCH CAP RESOURC
PUROLITE LLC	60 -5-77-88000	SOFTENER MEDIA	22,294.81	UTILITY	PLANT & EQUIPMENT	NEW EQUIPMENT
R & R LANDSCAPING & IRR	60 -5-77-88433	POHAR SUBV DETN POND	6,120.50	UTILITY	PLANT & EQUIPMENT	POHAR SUBD UTILITIES
IL EPA-BUR WATER/PERMIT	60 -5-77-88500	PERRA DR SS EXT	250.00	UTILITY	PLANT & EQUIPMENT	SEWER SEPARATION PROJECTS
ADVANCED ASPHALT CO	85 -5-90-52650	T-HANGAR DRAIN IMPRV	10,306.00	AIRPORT	OPERATING EXPENSES	R&M RUNWYS/APRNS/HNGR FL
ADVANCED ASPHALT CO	85 -5-90-52650	T-HANGAR DRAIN IMPRV	14,642.00	AIRPORT	OPERATING EXPENSES	R&M RUNWYS/APRNS/HNGR FL
ADVANCED ASPHALT CO	85 -5-90-52650	T-HANGAR PAVEMNT EXPANSION	38,403.33	AIRPORT	OPERATING EXPENSES	R&M RUNWYS/APRNS/HNGR FL
JACOB & KLEIN	85 -5-90-53200	LEGAL-ARPRT LEASE	320.00	AIRPORT	OPERATING EXPENSES	LEGAL FEES
PEERLESS NETWORK	85 -5-90-56100	1128973-4251 ED URBAN DR	306.50	AIRPORT	OPERATING EXPENSES	TELEPHONE
AMEREN ILLINOIS	85 -5-90-57100	61228-53139 PLNK RD	51.42	AIRPORT	OPERATING EXPENSES	UTILITIES
DEBO ACE HARDWARE	85 -5-90-65200	SUPPLIES	17.94	AIRPORT	OPERATING EXPENSES	OPERATING SUPPLIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
	Total Accts Payable Disbursements		\$ 704,415.67			

# City of Peru Payroll Totals

## GENERAL FUND

10 ELECTED OFFICIALS	7,300.39
12 CLERK'S OFFICE	3,279.83
14 ENGINEER	15,132.08
15 ADMINISTRATIVE	1,299.30
16 POLICE	102,994.32
17 FIRE	22,014.69
19 STREET	32,946.72
22 BUILDING & GROUNDS (Summer Temp)	3,941.07
23 PARKS	9,335.48
24 CEMETERY	5,954.03
25 CITY GARAGE	6,352.95
26 FINANCE	9,284.79
27 IT	7,423.10
28 LEGAL	6,693.49
29 HUMAN RESOURCES	6,537.65

10 TOTAL GENERAL FUND

**\$ 240,489.89**

## UTILITY FUND

12 CLERK'S OFFICE	5,998.33
15 ADMINISTRATIVE	2,415.75
61 POWER & GENERATION	12,692.17
62 DISTRIBUTION SYSTEM	41,196.58
64 HYDROELECTRIC PLANT	4,622.95
73 WATER DISTRIBUTION	23,620.81

60 TOTAL UTILITY FUND

**\$ 90,546.59**

**TOTAL ALL PAYROLL EXPENSE**

**\$ 331,036.48**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING CHAPTER 94 – STREETS AND SIDEWALKS, OF  
CITY OF PERU CODE OF ORDINANCES AND PROVIDING FOR THE ADDITION  
OF ARTICLE III. – CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-  
OF-WAY**

**WHEREAS**, the City of Peru (“City”) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and governing the use of public right-of-way and that protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the City uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses, including electricity, traffic control signals, water, telecommunications, sanitary sewer and storm sewer; and

**WHEREAS**, other utility service providers, including electricity, telephone, telecommunication, natural gas and cable television and video service providers have placed, or from time to time may request to place, certain utility facilities in the public rights-of-way within the City; and

**WHEREAS**, legislatures and regulatory agencies at the State and federal levels have implemented changes in the regulatory framework to enhance competition in the providing of various utility services; and

**WHEREAS**, the combination of legislative and regulatory changes and the development of new technologies has led additional service providers to seek opportunities to provide services in the City; and

**WHEREAS**, these regulatory and technological changes have resulted in demands for access to and use of the public rights-of-way in the City as service providers, particularly in video and telecommunications services, attempt to provide new or additional services to compete with incumbent service providers; and

**WHEREAS**, unlike prior deregulations of utility services in which incumbent service providers have been required to make their transmission and/or distribution systems available to competitors, video and telecommunications services seeking to compete with incumbent service providers are seeking to install their own facilities for delivering competing video and telecommunications services; thereby increasing the number of service providers seeking access to and use of the public rights-of-way in the City; and

**WHEREAS**, the public rights-of-way within the City are a limited public resource held in trust by the City for the benefit of its citizens and the City has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

**WHEREAS**, the corporate authorities of the City find and determine that it is necessary to and in the best interests of the public health, safety and general welfare to establish uniform standards and regulations for access to and use of the public rights-of-way in the City by utility service providers and other persons and entities that desire to place structures, facilities or equipment in the public rights-of-way, so as to (i) prevent interference with the use of streets, sidewalks, alleys and other public ways and places by the City and the general public, (ii) protect against visual and physical obstructions to vehicular and pedestrian traffic, (iii) prevent interference with the facilities and operations of the City's utilities and of other utilities lawfully located in public rights-of-way or property, (iv) protect against environmental damage, including damage to trees, from the installation of utility facilities, (v) preserve the character of the neighborhoods in which facilities are installed, (vi) prevent visual blight, and (vii) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations; and

**WHEREAS**, this Ordinance is enacted in the exercise of the City's home rule powers, the Corporate Authorities having determined that the regulation of the use of the public rights-of-way in the City is a matter pertaining to the affairs of the City as provided in Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, in addition to the City's power as a home rule municipality, this Ordinance is adopted pursuant to the provisions of (i) the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, including, without limitation, Sections 11-20-5, 11-20-10, 11-42-11, 11-42-11.2, 11-80-1, 11-80-3, 11-80-6, 11-80-7, 11-80-8, 11-80-10, and 11-80-13; (ii) Section 4 of the Telephone Company Act, 220 ILCS 65/4; (iii) the Illinois Highway Code, including, without limitation, Articles 7 and 9 thereof, 605 ILCS 5/1-101 *et seq.*; (iv) the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/1 *et seq.* and (v) the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*; and

**WHEREAS**, this Ordinance establishes generally applicable standards for construction on, over, above, along, upon, under, across, or within the public right-of-way, and for the use of and repair of the public right-of-way; and

**WHEREAS**, in the enactment of this ordinance, the City has considered a variety of standards for construction on, over, above, along, under, across, or within, use of and repair of the public right-of-way, including, but not limited to, the standards relating to Accommodation of Utilities on Right-of-Way of the Illinois State Highway System promulgated by the Illinois Department of Transportation and found at 92 Ill. Adm. Code § 530.10 *et seq.*; and

**WHEREAS**, the City hereby finds that it is in the best interest of the City, the public and the utilities using the public rights-of-way to establish a comprehensive set of construction standards and requirements to achieve various beneficial goals, including, without limitation, enhancing the planning of new utility facilities; minimizing interference with, and damage to, rights-of-way and the streets, sidewalks, and other structures and improvements located in, on, over and above the rights-of-way; and reducing costs and expenses to the public.

**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 facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2: Amendment.** “Chapter 94 – STREETS AND SIDEWALKS” of the City of Peru Code of Ordinances shall be and is hereby amended and renamed “Chapter 94 – STREETS, SIDEWALKS AND PUBLIC WAYS”.

**SECTION 3: Adoption of Article III. - CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY.** “Chapter 94 – STREETS, SIDEWALKS AND PUBLIC WAYS” of the City of Peru Code of Ordinances shall be and is hereby amended by the addition of “ARTICLE III. – CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY”, which shall read as follows:

## **Chapter 94 – STREETS, SIDEWALKS AND PUBLIC WAYS**

### **ARTICLE III. - CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY**

#### **Sec. 94-101. - Purpose and Scope.**

(a) **Purpose.** The purpose of this Article is to establish policies and procedures for constructing facilities on rights-of-way within the City’s jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City rights-of-way and the City as a whole.

(b) **Intent.** In enacting this Article, the City intends to exercise its authority over the rights-of-way in the City and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:

- (1) prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
- (2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- (3) prevent interference with the facilities and operations of the City’s utilities and of other utilities lawfully located in rights-of-way or public property;
- (4) protect against environmental damage, including damage to trees, from the installation of utility facilities;
- (5) protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
- (6) preserve the character of the neighborhoods in which facilities are installed;
- (7) preserve open space, particularly the tree-lined parkways that characterize the City’s residential neighborhoods;

- (8) prevent visual blight from the proliferation of facilities in the rights-of-way; and
- (9) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

(c) Facilities Subject to This Article. This Article applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the City. A facility lawfully established prior to the effective date of this Article may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

(d) Franchises, Licenses, or Similar Agreements. The City, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the City rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the City enter into such an agreement. In such an agreement, the City may provide for terms and conditions inconsistent with this Article.

(e) Effect of Franchises, Licenses, or Similar Agreements.

- (1) Utilities Other Than Telecommunications Providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the City, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
- (2) Telecommunications Providers. In the event of any conflict with, or inconsistency between, the provisions of this Article and the provisions of any franchise, license or similar agreement between the City and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(f) Conflicts with Other City Codes & Ordinances. This Article supersedes all City codes or ordinances, or parts thereof, adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(g) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Article, the utility shall comply with the requirements of this Article to the maximum extent possible without violating federal or State laws or regulations.

(h) Sound Engineering Judgment. The City shall use sound engineering judgment when administering this Article and may vary the standards, conditions, and requirements expressed in this Article when the City so determines. Nothing herein shall be

construed to limit the ability of the City to regulate its rights-of-way for the protection of the public health, safety and welfare.

**Sec. 94-102. - Definitions.**

As used in this Article and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this Section. Any term not defined in this Section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

“AASHTO” - American Association of State Highway and Transportation Officials.

“ANSI” - American National Standards Institute.

“Applicant” - A person applying for a permit under this Article.

“ASTM” - American Society for Testing and Materials.

“Backfill” - The methods or materials for replacing excavated material in a trench or pit.

“Bore” or “Boring” - To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

“Cable operator” - That term as defined in 47 U.S.C. 522(5).

“Cable service” - That term as defined in 47 U.S.C. 522(6).

“Cable system” - That term as defined in 47 U.S.C. 522(7).

“Carrier Pipe” - The pipe enclosing the liquid, gas or slurry to be transported.

“Casing” - A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

“City” - The City of Peru, Illinois.

“Clear Zone” - The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

“Coating” - Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

“Code” - The City of Peru Code of Ordinances.

“Conductor” - Wire carrying electrical current.

“Conduit” - A casing or encasement for wires or cables.

“Construction” or “Construct” - The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

“Cover” - The depth of earth or backfill over buried utility pipe or conductor.

“Crossing Facility” - A facility that crosses one or more right-of-way lines of a right-of-way.

“Director of Engineering and Zoning” - The City Director of Engineering and Zoning or his or her designee.

“Disrupt the Right-of-Way” - For the purposes of this Article, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

“Emergency” - Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

“Encasement” - Provision of a protective casing.

“Engineer” - The City Engineer or his or her designee.

“Equipment” - Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

“Excavation” - The making of a hole or cavity by removing material, or laying bare by digging.

“Extra Heavy Pipe” - Pipe meeting ASTM standards for this pipe designation.

“Facility” - All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this Article. For purposes of this Article, the term “facility” shall not include any facility owned or operated by the City.

“Freestanding Facility” - A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

“Frontage Road” - Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

“Hazardous Materials” - Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Director of Engineering and Zoning to pose an unreasonable and imminent risk to the life, health or safety of persons

or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

“Highway Code” - The Illinois Highway Code, 605 ILCS 5/1-101 *et seq.*, as amended from time to time.

“Highway” - A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. “Highway” includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

“Holder” - A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to Section 21-401 of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*

“IDOT” - Illinois Department of Transportation.

“ICC” - Illinois Commerce Commission.

“Jacking” - Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

“Jetting” - Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

“Joint Use” - The use of pole lines, trenches or other facilities by two or more utilities.

“J.U.L.I.E.” - The Joint Utility Locating Information for Excavators utility notification program.

“Major Intersection” - The intersection of two or more major arterial highways.

“Occupancy” - The presence of facilities on, over or under right-of-way.

“Parallel Facility” - A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

“Parkway” - Any portion of the right-of-way not improved by street or sidewalk.

“Pavement Cut” - The removal of an area of pavement for access to facility or for the construction of a facility.

“Permittee” - That entity to which a permit has been issued pursuant to Sec. 94-104 and Sec. 94-105 of this Article.

“Practicable” - That which is performable, feasible or possible, rather than that which is simply convenient.

“Pressure” - The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

“Petroleum Products Pipelines” - Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

“Prompt” - That which is done within a period of time specified by the City. If no time period is specified, the period shall be 30 days.

“Public Entity” - A legal entity that constitutes or is part of the government, whether at local, state or federal level.

“Restoration” - The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

“Right-of-Way” or “Rights-of-Way” - Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. “Right-of-way” or “Rights-of-way” shall not include any real or personal City property that is not specifically described in the previous two sentences and shall not include City buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

“Roadway” - That part of the highway that includes the pavement and shoulders.

“Sale of Telecommunications at Retail” - The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

“Security Fund” - That amount of security required pursuant to Sec. 94-110.

“Shoulder” - A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

“Sound Engineering Judgment” - A decision(s) consistent with generally accepted engineering principles, practices and experience.

“Telecommunications” - This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. “Private line” means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a

communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the City through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. §76.1500 and following), as now or hereafter amended.

"Telecommunications Provider" - Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

"Telecommunications Retailer" - Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

"Trench" - A relatively narrow open excavation for the installation of an underground facility.

"Utility" - The individual or entity owning or operating any facility as defined in this Article.

"Vent" - A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

"Video Service" - That term as defined in section 21-201(v) of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 21-201(v).

"Water Lines" - Pipelines carrying raw or potable water.

"Wet Boring" - Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

#### **Sec. 94-103. - Annual Registration Required.**

Every utility that occupies right-of-way within the City shall register on January 1 of each year with the City's Engineering and Zoning Department, providing the utility's name, address, and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in Sec. 94-108 of this Article, in the form of a certificate of insurance.

#### **Sec. 94-104. - Permit Required; Applications and Fees.**

(a) Permit Required. No person shall construct (as defined in this Article) any facility on, over, above, along, upon, under, across, or within any City right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this Article), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the City's Engineering and Zoning Department and obtaining a permit from the City therefor, except as otherwise provided in this Article. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

(b) Permit Application. All applications for permits pursuant to this Article shall be filed on a form provided by the City and shall be filed in such number of duplicate copies as the City may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

(c) Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

- (1) The utility's name and address and telephone and telecopy numbers;
- (2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;
- (3) The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;
- (4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
- (5) Evidence that the utility has placed on file with the City:
  - (i) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
  - (ii) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response

shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this Section unless the City finds that additional information or assurances are needed;

- (6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;
- (7) Evidence of insurance as required in Sec. 94-108 of this Article;
- (8) Evidence of posting of the security fund as required in Sec. 94-110 of this Article;
- (9) Any request for a variance from one or more provisions of this Article (See Sec. 94-121); and
- (10) Such additional information as may be reasonably required by the City.

(d) Supplemental Application Requirements for Specific Types of Utilities. In addition to the requirements of Subsection (c) of this Section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

- (1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any “Certificate of Public Convenience and Necessity” or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
- (2) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
- (3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;
- (4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control, and other local or state entities with jurisdiction have been satisfied; or
- (5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

(e) Applicant's Duty to Update Information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the City within thirty (30) days after the change necessitating the amendment.

(f) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Article shall be accompanied by a fee in the amount of \$100.00. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act, 35 ILCS 645/5-1 et seq.

#### **Sec. 94-105. - Action on Permit Applications.**

(a) City Review of Permit Applications. Completed permit applications, containing all required documentation, shall be examined by the City Engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the City Engineer shall reject such application in writing, stating the reasons therefor. If the City Engineer is satisfied that the proposed work conforms to the requirements of this Article and applicable ordinances, codes, laws, rules, and regulations, the City Engineer shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the City Engineer, that the construction proposed under the application shall be in full compliance with the requirements of this Article.

(b) Additional City Review of Applications of Telecommunications Retailers.

- (1) Pursuant to Section 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the City that it intends to commence work governed by this Article for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the City not less than ten (10) days prior to the commencement of work requiring no excavation and not less than thirty (30) days prior to the commencement of work requiring excavation. The City Engineer shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.
- (2) In the event that the City Engineer fails to provide such specification of location to the telecommunications retailer within either: (i) ten (10) days after service of notice to the City by the telecommunications retailer in the case of work not involving excavation for new construction or (ii) twenty-five (25) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this Article.

- (3) Upon the provision of such specification by the City where a permit is required for work pursuant to Sec. 94-104 of this Article, the telecommunications retailer shall submit to the City an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of Subsection (a) of this Section.

(c) Additional City Review of Applications of Holders of State Authorization Under the Cable and Video Competition Law of 2007. Applications by a utility that is a holder of a State-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted forty-five (45) days after submission to the City, unless otherwise acted upon by the City, provided the holder has complied with applicable City codes, ordinances, and regulations.

#### **Sec. 94-106. - Effect of Permit.**

(a) Authority Granted; No Property Right or Other Interest Created. A permit from the City authorizes a permittee to undertake only certain activities in accordance with this Article on City rights-of-way and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

(b) Duration. No permit issued under this Article shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

(c) Pre-construction meeting required. No construction shall begin pursuant to a permit issued under this Article prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the City with such City representatives in attendance as the City deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

(d) Compliance with All Laws Required. The issuance of a permit by the City does not excuse the permittee from complying with other requirements of the City and applicable statutes, laws, ordinances, rules, and regulations.

#### **Sec. 94-107. - Revised Permit Drawings.**

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the City within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this Article, it shall be treated as a request for variance in accordance with

Sec. 94-121 of this Article. If the City denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

**Sec. 94-108. - Insurance.**

(a) Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the City, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in paragraphs (1) and (2) below:

- (1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X,” “C,” and “U” coverages) and products-completed operations coverage with limits not less than:
  - (i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
  - (ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
  - (iii) Five million dollars (\$5,000,000) for all other types of liability;
- (2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- (3) Workers’ compensation with statutory limits; and
- (4) Employer’s liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

(b) Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

(c) Copies Required. The utility shall provide copies of any of the policies required by this Section to the City within ten (10) days following receipt of a written request therefor from the City.

(d) Maintenance and Renewal of Required Coverages. The insurance policies required by this Section shall contain the following endorsement:

*“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Mayor of such intent to cancel or not to renew.”*

Within ten (10) days after receipt by the City of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the City evidence of replacement insurance policies meeting the requirements of this Section.

(e) Self-Insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection (a) of this Section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection (a), or the requirements of Subsections (b), (c) and (d) of this Section. A utility that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection (a) of this Section, such as evidence that the utility is a “private self insurer” under the Workers’ Compensation Act.

(f) Effect of Insurance and Self-Insurance on Utility’s Liability. The legal liability of the utility to the City and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

(g) Insurance Companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

#### **Sec. 94-109. - Indemnification.**

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the City and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Article or by a franchise, license, or similar agreement; provided, however, that the utility’s indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this Article by the City, its officials, officers, employees, agents or representatives.

**Sec. 94-110. - Security.**

(a) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this Section. The Security Fund shall be continuously maintained in accordance with this Section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

- (1) The faithful performance by the permittee of all the requirements of this Article;
- (2) Any expenditure, damage, or loss incurred by the City occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the City issued pursuant to this Article; and
- (3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the City may pay or incur by reason of any action or non-performance by permittee in violation of this Article including, without limitation, any damage to public property or restoration work the permittee is required by this Article to perform that the City must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the City from the permittee pursuant to this Article or any other applicable law.

(b) Form. The permittee shall provide the Security Fund to the City in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the City, or an unconditional letter of credit in a form acceptable to the City. Any surety bond or letter of credit provided pursuant to this Subsection shall, at a minimum:

- (1) Provide that it will not be canceled without prior notice to the City and the permittee;
- (2) Not require the consent of the permittee prior to the collection by the City of any amounts covered by it; and
- (3) Shall provide a location convenient to the City and within the State of Illinois at which it can be drawn.

(c) Amount. The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the City Engineer, and may also include reasonable, directly related costs that the City estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the City, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the City Engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security

which shall be applicable to each phase of the construction under the permit. The amount of the Security Fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this Subsection (c) for any single phase.

(d) Withdrawals. The City, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this Subsection, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the City for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

- (1) Fails to make any payment required to be made by the permittee hereunder;
- (2) Fails to pay any liens relating to the facilities that are due and unpaid;
- (3) Fails to reimburse the City for any damages, claims, costs or expenses which the City has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- (4) Fails to comply with any provision of this Article that the City determines can be remedied by an expenditure of an amount in the Security Fund.

(e) Replenishment. Within fourteen (14) days after receipt of written notice from the City that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in Subsection (c) of this Section.

(f) Interest. The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the City, upon written request for said withdrawal to the City, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in Subsection (c) of this Section.

(g) Closing and Return of Security Fund. Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the City for failure by the permittee to comply with any provisions of this Article or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the City to the extent necessary to cover any reasonable costs, loss or damage incurred by the City as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

(h) Rights Not Limited. The rights reserved to the City with respect to the Security Fund are in addition to all other rights of the City, whether reserved by this Article or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the City may have. Notwithstanding the foregoing, the City shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

**Sec. 94-111. - Permit Suspension and Revocation.**

(a) City Right to Revoke Permit. The City may revoke or suspend a permit issued pursuant to this Article for one or more of the following reasons:

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- (2) Non-compliance with this Article;
- (3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or
- (4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

(b) Notice of Revocation or Suspension. The City shall send written notice of its intent to revoke or suspend a permit issued pursuant to this Article stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this Sec. 94-111.

(c) Permittee Alternatives Upon Receipt of Notice of Revocation or Suspension. Upon receipt of a written notice of revocation or suspension from the City, the permittee shall have the following options:

- (1) Immediately provide the City with evidence that no cause exists for the revocation or suspension;
- (2) Immediately correct, to the satisfaction of the City, the deficiencies stated in the written notice, providing written proof of such correction to the City within five (5) working days after receipt of the written notice of revocation; or
- (3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the City providing written proof of such removal to the City within ten (10) days after receipt of the written notice of revocation.

The City may, in its discretion, for good cause shown, extend the time periods provided in this Subsection.

(d) Stop Work Order. In addition to the issuance of a notice of revocation or suspension, the City may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within Subsection (a) of this Section.

(e) Failure or Refusal of the Permittee to Comply. If the permittee fails to comply with the provisions of Subsection (c) of this Section, the City or its designee may, at

the option of the City: (1) correct the deficiencies; (2) upon not less than twenty (20) days notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty (30) days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the City. The permittee shall be liable in all events to the City for all costs of removal.

**Sec. 94-112. - Change of Ownership or Owner's Identity or Legal Status.**

(a) Notification of Change. A utility shall notify the City not less than thirty (30) days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this Article, with respect to the work and facilities in the right-of-way.

(b) Amended Permit. The new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the City's right-of-way.

(c) Insurance and Bonding. All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

**Sec. 94-113. - General Construction Standards.**

(a) Standards and Principles. All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

- (1) Standard Specifications for Road and Bridge Construction;
- (2) Supplemental Specifications and Recurring Special Provisions;
- (3) Highway Design Manual;
- (4) Highway Standards Manual;
- (5) Standard Specifications for Traffic Control Items;
- (6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code § 545);
- (7) Flagger's Handbook; and
- (8) Work Site Protection Manual for Daylight Maintenance Operations.

(b) Interpretation of Municipal Standards and Principles. If a discrepancy exists between or among differing principles and standards required by this Article, the City Engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the City Engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

#### **Sec. 94-114. - Traffic Control.**

(a) Minimum Requirements. The City's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.

(b) Warning Signs, Protective Devices, and Flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.

(c) Interference with Traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

(d) Notice When Access is Blocked. At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to Sec. 94-120 of this Article, the utility shall provide such notice as is practicable under the circumstances.

(e) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the City.

#### **Sec. 94-115. - Location of Facilities.**

(a) General Requirements. In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

(1) No Interference with City Facilities. No utility facilities shall be placed in any location if the City Engineer determines that the proposed location will require the relocation or displacement of any of the City's utility facilities or will otherwise interfere with the operation or maintenance of any of the City's utility facilities.

(2) Minimum Interference and Impact. The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.

- (3) No Interference with Travel. No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.
- (4) No Limitations on Visibility. No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.
- (5) Size of Utility Facilities. The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

(b) Parallel Facilities Located Within Highways.

- (1) Overhead Parallel Facilities. An overhead parallel facility may be located within the right-of-way lines of a highway only if:
  - (i) Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;
  - (ii) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (0.6 m) behind the face of the curb, where available;
  - (iii) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
  - (iv) No pole is located in the ditch line of a highway; and
  - (v) Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.
- (2) Underground Parallel Facilities. An underground parallel facility may be located within the right-of-way lines of a highway only if:
  - (i) The facility is located as near the right-of-way line as practicable and not more than eight (8) feet (2.4 m) from and parallel to the right-of-way line;
  - (ii) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and
  - (iii) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as

practicable and not more than five (5) feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line or as near as practicable.

(c) Facilities Crossing Highways:

- (1) No Future Disruption. The construction and design of crossing facilities installed between the ditch lines or curb lines of City highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
- (2) Cattle Passes, Culverts, or Drainage Facilities. Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.
- (3) 90 Degree Crossing Required. Crossing facilities shall cross at or as near to a ninety (90) degree angle to the centerline as practicable.
- (4) Overhead Power or Communication Facility. An overhead power or communication facility may cross a highway only if:
  - (i) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);
  - (ii) Poles are located within one foot (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and
  - (iii) Overhead crossings at major intersections are avoided.
- (5) Underground Power or Communication Facility. An underground power or communication facility may cross a highway only if:
  - (i) The design materials and construction methods will provide maximum maintenance-free service life; and
  - (ii) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
- (6) Markers. The City may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations. (49 C.F.R. §192.707 (1989)).

(d) Facilities to be Located Within Particular Rights-of-Way. The City may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

(e) Freestanding Facilities.

- (1) The City may restrict the location and size of any freestanding facility located within a right-of-way.
- (2) The City may require any freestanding facility located within a right-of-way to be screened from view.

(f) Facilities Installed Above Ground. Above ground facilities may be installed only if:

- (1) No other existing facilities in the area are located underground;
- (2) New underground installation is not technically feasible; and
- (3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged.

(g) Facility Attachments to Bridges or Roadway Structures.

- (1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
- (2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:
  - (i) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

- (ii) The type, length, value, and relative importance of the highway structure in the transportation system;
- (iii) The alternative routings available to the utility and their comparative practicability;
- (iv) The proposed method of attachment;
- (v) The ability of the structure to bear the increased load of the proposed facility;
- (vi) The degree of interference with bridge maintenance and painting;
- (vii) The effect on the visual quality of the structure; and
- (viii) The public benefit expected from the utility service as compared to the risk involved.

(h) Appearance Standards.

- (1) The City may prohibit the installation of facilities in particular locations in order to preserve visual quality.
- (2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.

**Sec. 94-116. - Construction Methods and Materials.**

(a) Standards and Requirements for Particular Types of Construction Methods.

(1) Boring or Jacking.

- (i) Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the City Engineer from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.
- (ii) Wet Boring or Jetting. Wet boring or jetting shall not be permitted under the roadway.

- (iii) Borings with Diameters Greater Than 6 Inches. Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).
  - (iv) Borings with Diameters 6 Inches or Less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
  - (v) Tree Preservation. Any facility located within the drip line of any tree designated by the City to be preserved or protected shall be bored under or around the root system.
- (2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."
- (i) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the City Engineer.
  - (ii) Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
  - (iii) Drip Line of Trees. The utility shall not trench within the drip line of any tree designated by the City to be preserved.
- (3) Backfilling.
- (i) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

- (ii) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the City Engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the City Engineer.
- (4) Pavement Cuts. Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this paragraph (4) is permitted under Sec. 94-121, the following requirements shall apply:
  - (i) Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the City Engineer.
  - (ii) Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the City.
  - (iii) All saw cuts shall be full depth.
  - (iv) For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven (7) years or resurfaced in the last three (3) years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.
- (5) Encasement.
  - (i) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the City.
  - (ii) The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

- iii) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or City approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the City. Bell and spigot type pipe shall be encased regardless of installation method.
  - (iv) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.
  - (v) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided;
  - (vi) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.
- (6) Minimum Cover of Underground Facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER
Electric lines	30 inches (0.8 m)
Communication, cable or video service lines	18 to 24 inches (0.6 m, as determined by City)
Gas or petroleum products	30 inches (0.8 m)
Water line	Sufficient cover to provide freeze protection
Sanitary sewer, storm sewer, or drainage line	Sufficient cover to provide freeze protection

(b) Standards and Requirements for Particular Types of Facilities.

(1) Electric Power or Communication Lines.

- (i) Code Compliance. Electric power or communications facilities within City rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communications Lines," and the National Electrical Safety Code.
- (ii) Overhead Facilities. Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if

there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

- (iii) Underground Facilities. (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: (a) the crossing is installed by the use of “moles,” “whip augers,” or other approved method which compress the earth to make the opening for cable installation or (b) the installation is by the open trench method which is only permitted prior to roadway construction. (3) Cable shall be grounded in accordance with the National Electrical Safety Code.
- (iv) Burial of Drops. All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the City. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten (10) business days after placement.
- (2) Underground Facilities Other than Electric Power or Communication Lines. Underground facilities other than electric power or communication lines may be installed by:
  - (i) the use of “moles,” “whip augers,” or other approved methods which compress the earth to move the opening for the pipe;
  - (ii) jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
  - (iii) open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
  - (iv) tunneling with vented encasement, but only if installation is not possible by other means.
- (3) Gas Transmission, Distribution and Service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a City approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 – Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR §192), IDOT’s

“Standard Specifications for Road and Bridge Construction,” and all other applicable laws, rules, and regulations.

- (4) Petroleum Products Pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).
- (5) Waterlines, Sanitary Sewer Lines, Storm Water Sewer Lines or Drainage Lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current “Standard Specifications for Water and Sewer Main Construction in Illinois.”
- (6) Ground Mounted Appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the City Engineer. With the approval of the City Engineer, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

(c) Materials.

- (1) General Standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT’s “Standards Specifications for Road and Bridge Construction,” the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.
- (2) Material Storage on Right-of-Way. No material shall be stored on the right-of-way without the prior written approval of the City Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the City.
- (3) Hazardous Materials. The plans submitted by the utility to the City shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

(d) Operational Restrictions.

- (1) Construction operations on rights-of-way may, at the discretion of the City, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.
- (2) These restrictions may be waived by the City Engineer when emergency work is required to restore vital utility services.
- (3) Unless otherwise permitted by the City, the hours of construction are those set forth in Sec. 50-31 of this Code.

(e) Location of Existing Facilities. Any utility proposing to construct facilities in the City shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The City will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the City or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*)

#### **Sec. 94-117. - Vegetation Control.**

(a) Electric Utilities – Compliance with State Laws and Regulations. An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the City as permitted by law.

(b) Other Utilities – Tree Trimming Permit Required. Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this Article.

- (1) Application for Tree Trimming Permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.
- (2) Damage to Trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The City will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or

unauthorized removal of trees. The City may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

(c) Specimen Trees or Trees of Special Significance. The City may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

(d) Chemical Use.

- (1) Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the City for any purpose, including the control of growth, insects or disease.
- (2) Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the City Engineer that such spraying is the only practicable method of vegetation control.

**Sec. 94-118. - Removal, Relocation, or Modifications of Utility Facilities.**

(a) Notice. Within ninety (90) days following written notice from the City, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the rights-of-way.

(b) Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the City, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

- (1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
- (2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;
- (3) If the facility was constructed or installed without prior issuance of a required permit in violation of this Article; or
- (4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

(c) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any facilities located within the rights-of-way of the City, as the

City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

(d) Abandonment of Facilities. Upon abandonment of a facility within the rights-of-way of the City, the utility shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the utility to remove all or any portion of the facility if the City Engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the City does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the City, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

#### **Sec. 94-119. - Clean-up and Restoration.**

The utility shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the City. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the City Engineer. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. Any damage made to water lines servicing private property shall be repaired by a state licensed plumber or licensed contractor in accordance with the state plumbing code. The time period provided in this Section may be extended by the City Engineer for good cause shown.

#### **Sec. 94-120. - Maintenance and Emergency Maintenance.**

(a) General. Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the City and at the utility's expense.

(b) Emergency Maintenance Procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

- (1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
- (2) In an emergency, the utility shall, as soon as possible, notify the City Engineer or his or her duly authorized agent of the emergency,

informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the City police shall be notified immediately.

- 3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

(c) Emergency Repairs. The utility must file in writing with the City a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

#### **Sec. 94-121. - Variances.**

(a) Request for Variance. A utility requesting a variance from one or more of the provisions of this Article must do so in writing to the City Engineer as a part of the permit application. The request shall identify each provision of this Article from which a variance is requested and the reasons why a variance should be granted.

(b) Authority to Grant Variances. The City Engineer shall decide whether a variance is authorized for each provision of this Article identified in the variance request on an individual basis.

(c) Conditions for Granting of Variance. The City Engineer may authorize a variance only if the utility requesting the variance has demonstrated that:

- (1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
- (2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

(d) Additional Conditions for Granting of a Variance. As a condition for authorizing a variance, the City Engineer may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Article but which carry out the purposes of this Article.

(e) Right to Appeal. Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the City Engineer under the provisions of this Chapter shall have the right to appeal to the City Council, or such other board or committee as it may designate. The application for appeal shall be submitted in writing to the City Clerk within 30 days after the date of such order, requirement, decision or determination. The City Council or its designated board or committee shall commence its

consideration of the appeal at its next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal, and shall timely decide the appeal.

**Sec. 94-122. - Penalties.**

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this Article shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the City will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this Article. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the City's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the City. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.

**Sec. 94-123. - Enforcement.**

Nothing in this Article shall be construed as limiting any additional or further remedies that the City may have for enforcement of this Article.

**Sec. 94-124. - Severability.**

If any section, subsection, sentence, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 4. Effective Date.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PRESENTED, PASSED, AND ADOPTED** at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with \_\_\_\_ voting aye, \_\_\_\_ voting nay, \_\_\_\_ absent, and Mayor Kolowski \_\_\_\_\_ voting \_\_\_\_\_, which meeting was held on the 11<sup>th</sup> day of September, 2023.

**APPROVED:** September 11, 2023

---

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

---

David R. Bartley  
City Clerk

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

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
BY AND BETWEEN THE CITY OF PERU AND SOUTH SHORE BOAT  
CLUB OF PERU, ILLINOIS, AN ILLINOIS NOT-FOR-PROFIT  
CORPORATION**

(2380 Water Street | PIN: 17-20-209-012)

**WHEREAS**, the City of Peru (“City”) is a home-rule unit of local government under Illinois law and has the authority to promote the health, safety, and welfare of the City and its citizens, and to promote the development of private property to prevent the spread of blight and deterioration, thereby increasing the tax base of the City and providing employment for its citizens; and

**WHEREAS**, South Shore Boat Club of Peru, Illinois, an Illinois not-for-profit corporation (“SSBC”), is a member-owned boat club first incorporated in the State of Illinois on June 17, 1935; and

**WHEREAS**, upon information and belief, the City is the owner of certain real estate commonly known as 2380 Water Street, Peru, Illinois (“**Subject Property**”), legally described on as follows:

That part of the Northeast Quarter of Section 20, Township 33 North, Range 1 East of the Third Principal Meridian, described as follows:

All that land located 25 feet South and parallel to the centerline of the CB&Q Railroad, which is located on Water Street in the City of Peru and North of the center thread of the Illinois River, with the West Line of said tract being located 64.06 feet East of and parallel to the West line of said Quarter Section, and the East Line of said tract being 300.25 feet Easterly of and parallel to the West Line of Calhoun Street; but reserving the rights for the public to use the concrete pavement of Water Street where it runs through said tract and reserving to the City all City rights to public utilities; all located in the City of Peru, LaSalle County, Illinois.

PIN#: 17-20-209-012 (Leasehold PIN# 17-88-020-500) (hereinafter, “Subject Property”); and

**WHEREAS**, the City has leased the Subject Property to SSBC for the purpose of operating its boat club since at least 1958 (*City Ordinance No.1391, duly passed and adopted February 10, 1958*) for de minimis annual rent; and

**WHEREAS**, over the course of the last 65 years, SSBC has made considerable investments and improvements to the leased Subject Property, including the construction of boat ramps, sheet pile retaining walls, parking areas, and a 2,168 sq. ft. clubhouse and restaurant facility; and

**WHEREAS**, SSBC has been a good steward of the Subject Property, providing a source of recreation and enjoyment to boaters, City residents and others along the City's riverfront; and

**WHEREAS**, in Spring of 2023, a portion of a sheet pile wall constructed by SSBC located south of the lower parking lot on the Subject Property failed and remains in need of repair at great cost and expense; and

**WHEREAS**, there is an ongoing dispute between the City and SSBC as to their respective duties and obligations to repair the sheet pile wall failure; and

**WHEREAS**, it is in the best interests of the parties that they maintain a harmonious relationship, and that they avoid any litigation and the substantial costs that could be incurred by the taxpayers of the City; and

**WHEREAS**, pursuant to 65 ILCS 5/11-76-1, the City is authorized to convey real estate when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

**WHEREAS**, the Corporate Authorities of the City of Peru find and determine that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

**WHEREAS**, the City desires to sell, and SSBC desires to purchase, the Subject Property "AS IS" pursuant to the terms and conditions of the Agreement for Purchase and Sale of Real Estate, attached hereto and incorporated herein as "Exhibit A."

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

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

**SECTION 2:** The City Council hereby approves the Agreement for Purchase and Sale of Real Estate by and between the City and SSBC, in the same or substantially similar form as that which is attached hereto as Exhibit A, and the sale of the Subject Property pursuant to the terms thereof.

**SECTION 3:** The Mayor, for and on behalf of the City, is hereby authorized and directed to execute, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the Agreement with SSBC.

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

**PRESENTED, PASSED, AND ADOPTED** at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with \_\_\_\_ voting aye, \_\_\_\_ voting nay, \_\_\_\_ absent, and Mayor Kolowski \_\_\_\_\_ voting \_\_\_\_\_, which meeting was held on the 11<sup>th</sup> day of September, 2023.

**APPROVED:** September 11, 2023

---

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

---

David R. Bartley  
City Clerk

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

*This space reserved for Recorder's use only.*

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

**by and between**

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

**AND**

**SOUTH SHORE BOAT CLUB OF PERU, ILLINOIS,  
an Illinois Not-For-Profit Corporation**

\_\_\_\_\_, 2023

**THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE** (this “**Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, (the “**Effective Date**”) by and between the **CITY OF PERU**, an Illinois home-rule municipal corporation (“**City**”), and **SOUTH SHORE BOAT CLUB OF PERU, ILLINOIS**, an Illinois not-for-profit corporation (“**SSBC**”). The City and SSBC may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### **RECITALS**

**WHEREAS**, City is a home-rule unit of local government under Illinois law and has the authority to promote the health, safety, and welfare of the City and its citizens, and to promote the development of private property to prevent the spread of blight and deterioration, thereby increasing the tax base of the City and providing employment for its citizens; and

**WHEREAS**, SSBC, an Illinois not-for-profit corporation, is a member-owned boat club first incorporated in the State of Illinois on June 17, 1935; and

**WHEREAS**, upon information and belief, the City is the owner of certain real estate commonly known as 2380 Water Street, Peru, Illinois (“**Subject Property**”), legally described on “Exhibit A” attached hereto and incorporated herein; and

**WHEREAS**, the City has leased the Subject Property to SSBC for the purpose of operating its boat club since at least 1958 (City Ordinance No.1391, duly passed and adopted February 10, 1958) for de minimis annual rent; and

**WHEREAS**, over the course of the last 65 years, SSBC has made considerable investments and improvements to the leased Subject Property, including the construction of boat ramps, sheet pile retaining walls, parking areas, and a 2,168 sq. ft. clubhouse and restaurant facility; and

**WHEREAS**, SSBC has been a good steward of the Subject Property, providing a source of recreation and enjoyment to boaters, City residents and others along the City’s riverfront; and

**WHEREAS**, in Spring of 2023, a portion of a sheet pile wall constructed by SSBC located south of the lower parking lot on the Subject Property failed and remains in need of repair at great cost and expense; and

**WHEREAS**, there is an ongoing dispute between the Parties as to their respective duties and obligations to repair the sheet pile wall failure; and

**WHEREAS**, it is in the best interests of the parties that they maintain a harmonious relationship, and that they avoid any litigation and the substantial costs that could be incurred by the taxpayers of the City; and

**WHEREAS**, pursuant to 65 ILCS 5/11-76-1, the City is authorized to convey real estate when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

**WHEREAS**, the corporate authorities of the City of Peru find and determine that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

**WHEREAS**, the City desires to sell, and SSBC desires to purchase, the Subject Property “AS IS”; and

**WHEREAS**, the Parties have entered into this Agreement for the purpose of memorializing the agreements reached by the Parties with respect to SSBC’s purchase of the Subject Property from the City.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1: RECITALS.**

The Parties agree that the recitals set forth above are accurate and are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.

**SECTION 2: AUTHORITY.**

This Agreement is entered into by the City pursuant to applicable law, including provisions of the Illinois Constitution of 1970, the Illinois Compiled Statutes, and/or the City’s home-rule authority.

**SECTION 3: PURCHASE PRICE; CLOSING.**

A. In consideration of SSBC’s covenants and agreements contained in this Agreement, and in exchange of payment of **One Hundred and 00/100 Dollars (\$100.00)** (the “**Purchase Price**”) at closing by SSBC to the City, City agrees to sell, transfer, convey, and quitclaim its interest, if any, in the Subject Property to SSBC in “AS-IS” condition, subject to the terms and conditions of this Agreement.

B. The Quitclaim Deed conveying the Subject Property to SSBC shall be subject to:

- (1) Real property taxes for tax year 2023 and subsequent years;
- (2) Rights of the public, the State of Illinois, and the municipality in and to that part of the premises in question taken, used, or dedicated for roadway or public sidewalk purposes;
- (3) Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any;
- (4) All instruments, covenants, restrictions, conditions, easements, and all applicable zoning laws, ordinances, and regulations of record;
- (5) Terms of this Agreement;
- (6) Reservation of perpetual nonexclusive underground and aerial easements by the City and its respective successors, permittees and assigns, for the construction, use, maintenance, repair, replacement and reconstruction of poles, wires, conduits, pipes, sewers, drains, watermains, fiber optic cables, and other utilities now located or deemed necessary or desirable by the City to be located upon the Subject Property, which rights shall be exercisable by City in City’s discretion without payment of further compensation; and
- (7) A restriction that the Subject Property be used solely for the purpose of operating a boat club accessible to the public and other public recreational activities that would enhance the use of the riverfront.

- C. Closing on the City's sale of the Subject Property to SSBC shall occur at a time and location mutually agreeable to the Parties, but no later than sixty (60) days after the Effective Date. The City shall deliver to SSBC at Closing the following documents: (i) a fully executed and recordable Quitclaim Deed; and (ii) such additional documents as might be reasonably required by City to consummate the sale of the Subject Property to SSBC under the terms of this Agreement. The City shall deliver possession of the Subject Property to SSBC on the date of Closing.

#### **SECTION 4: USE AND DEVELOPMENT OF THE SUBJECT PROPERTY.**

- A. Utilities. If necessary or desirable, SSBC shall be responsible for any and all costs associated with connecting the Subject Property to existing utilities.
- B. Code Compliance. The Subject Property and all construction activity performed on the Subject Property by SSBC must be completed in compliance with applicable City building codes and ordinances.
- C. Signage. Any new signage must comply in all respects with the requirements of the City of Peru Code of Ordinances and be approved by the City Engineer.
- D. Noise Prevention. SSBC shall not engage in the unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous or unusual disturbance, commotion or vibration upon the Subject Property.

#### **SECTION 6: REPRESENTATIONS AND WARRANTIES OF SSBC.**

SSBC, and its individual member owners, represent and warrant, as the basis for their undertakings herein contained, to the City, on and as of the Effective Date and for a period of one (1) year following Closing, as follows:

- A. Authorization. SSBC is authorized to execute, deliver, and perform this Agreement. SSBC is solvent, able to pay their debts as they mature and is financially able to perform the terms of this Agreement; and that the Agreement shall be valid and binding upon SSBC in accordance with its terms. To SSBC's knowledge, there are no actions at law or similar proceedings which are pending or threatened against SSBC which would result in any material and adverse change to SSBC's financial condition, or which would materially and adversely affect the level of SSBC's assets as of the date of this Agreement.
- B. Non-Conflict or Breach. Neither the execution and delivery of this Agreement by SSBC, the consummation of the transactions contemplated herein by SSBC, nor the fulfillment of or compliance with the terms and conditions of this Agreement by SSBC conflicts with or will result in a breach of any of the terms, conditions or provisions of any other agreements made by SSBC.
- C. Notice of Violations. SSBC represents and warrants that it has not received any notice from any local, state, or federal official that the Subject Property may or will be in violation of any environmental law or regulation. SSBC is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state, or federal

environmental law, regulation or review procedure with respect to the Subject Property, and SSBC is not aware of any violation of any local, state, or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute with respect to the Subject Property.

- D. Indemnity. SSBC agrees to indemnify and hold harmless the City and all City elected and/or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys from any and all claims that may be asserted against the City which relate in any way whatsoever to this Agreement, the current or future condition of the Subject Property, or SSBC's use of the Subject Property.

#### **SECTION 7: REPRESENTATIONS AND WARRANTIES OF CITY.**

The City represents and warrants, as the basis for the undertakings on its part herein contained, to SSBC, on and as of the Effective Date as follows:

- A. Authorization. The City has the full lawful right, power and authority, under currently applicable law and in accordance with its powers as a home-rule municipality, to execute and deliver, and to perform the terms and provisions of this Agreement; and as of such date of execution, delivery and performance have been duly and validly authorized and approved by all necessary City proceedings, findings and actions, so that this Agreement is valid and binding against the City in accordance with its terms. No leases, operating contracts or other agreements relating to the ownership, use, maintenance, enjoyment or operation of the Subject Property will be in existence as of the date of conveyance of the Subject Property, other than this Agreement. To the best of the City's knowledge, there is no claim litigation, governmental or administrative proceedings, or action by any private or public individual or entity (including, without limitation, any homeowners association or any agency of state, local or federal government charged with protecting the environment) currently pending or overtly threatened that in any manner concerns or arises from the use or ownership of the Subject Property.

#### **SECTION 8: MUTUAL ASSISTANCE.**

The City and SSBC agree to do all things necessary or appropriate to carry out, and to aid and assist each other in carrying out the terms of this Agreement and in implementing the Parties' intent, as reflected by the terms of this Agreement.

#### **SECTION 9: SUCCESSORS AND ASSIGNS.**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties' respective heirs, successors and assigns and the successor owners of record of all and any portion of the Subject Property.

#### **SECTION 10: WAIVER AND NOTICES.**

A waiver of any part of this Agreement shall be limited to that specific event, shall only be effective if made in writing, and shall not be a waiver of the entire Agreement. Any notices required in this Agreement shall be effective when received in writing by the other Party via overnight mail, certified mail, return receipt requested, or by delivering the same in person or by facsimile, when appropriate, addressed to the Party to be notified.

All notices to the City shall be sent to: City of Peru  
Attn: Corporation Counsel  
1901 4<sup>th</sup> Street  
Peru, IL 61354  
Phone: (815) 223-0061  
Fax: (815) 223-9489

All notices to SSBC shall be sent to: South Shore Boat Club of Peru, Illinois  
Attn: Commodore  
2380 Water Street  
Peru, IL 61354

or to such other addresses as a Party may designate for itself by notice given from time to time to the other Parties in the manner provided herein.

#### **SECTION 11: DEFAULT AND ATTORNEYS' FEES; NO WAIVER; REMEDIES.**

- A. Default and Attorneys' Fees. SSBC covenants and agrees that in the event of its default of any of the terms, provisions or conditions of the Agreement, which default exists uncorrected for a period of thirty (30) days after written notice from City, the City in seeking to enforce said provision may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to: actual damages and specific performance. If attorneys' fees or other costs are incurred to secure performance of any obligation under this Agreement, to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the City will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.
- B. No Waiver by Delay or Otherwise. Unless barred by the applicable statute of limitations, any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any default of this Agreement be considered or treated as a waiver of the rights by the waiving Party of any future default of this Agreement hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- C. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies.

#### **SECTION 12: INDEMNIFICATION.**

SSBC and its individual member owners, agree to indemnify, defend and hold harmless the City, its Mayor, Aldermen, officials, officers, employees, agents and representatives

(“**Indemnified Parties**”) from and against all claims, causes of action and suits of every kind and nature, including, by way of example and not by way of limitation, liabilities, damages, costs, expenses and reasonable attorneys’ fees (as provided for below) to the extent arising by reason of SSBC’s actions under this Agreement, the failure by SSBC to perform any of its obligations provided for herein and any claim for personal injury or property damage arising by reason of construction activity upon, or use of, the Subject Property, and any other claim of any nature whatsoever related to establishment, financing or construction of any development or use of the Subject Property, other than any claim to the extent caused by or arising by reason of an Indemnified Parties breach of this Agreement or willful misconduct. Any claim against the City pursuant to this Section shall be defended by counsel approved by the City (which approval shall not be unreasonably withheld) or counsel appointed by SSBC’s insurer if such claim is covered by SSBC’s insurance.

### **SECTION 13: MISCELLANEOUS.**

- A. Integration/Survivability. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated by this Agreement. All prior agreements, leases, negotiations, and understandings are expressly merged herein and superseded hereby. All exhibits to this Agreement are expressly incorporated herein by this reference thereto. The terms of this Agreement shall survive and remain in full effect following the conveyance of the Subject Property contemplated herein.
- B. Severability. Each Section of this Agreement, and each sentence, clause or phrase contained in such Section, shall be considered severable and if, for any reason, any Section, or any sentence, clause or phrase contained in such Section, is determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation, effect enforceability or validity of the remaining portions of this Agreement.
- C. Amendment. This Agreement may be amended by, and only by, a written instrument signed by the Parties.
- D. Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- E. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- F. Exhibits. The Exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement.
- G. Applicable Law and Venue. This Agreement shall be governed by and construed under to the laws of the State of Illinois. Venue shall be proper only in the Circuit Court of LaSalle County, Illinois which shall be the only appropriate forum for the resolution of disputes hereunder.
- H. No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed to benefit any person, company or other entity not a Party to this Agreement.

- I. Recordation of Agreement. The Parties agree City is authorized to record a Memorandum of this Agreement with the LaSalle County Recorder's Office upon its execution, with City paying the costs associated with such recording.
- J. No Joint Venture, Agency, or Partnership Created. Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.
- K. Assignment. The rights and/or obligations of SSBC under this Agreement shall be assignable or transferrable by SSBC to another party, subject to prior notice and consent of the City. The City's consent shall not be unreasonably withheld provided SSBC is in full compliance with the Agreement at the time of requested assignment, and the assignee agrees in writing to assumes all SSBC's rights and obligations under this Agreement.
- L. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.
- M. Entire Agreement. The terms and conditions set forth in this Agreement and Exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and Riverfront with respect to the subject matter hereof.
- N. Authority to Execute. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of SSBC's governing board. This Agreement is a legal, valid, and binding agreement, obligation and undertaking of SSBC, enforceable against SSSBC in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

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

CITY OF PERU, an Illinois home rule  
municipal corporation:

By: \_\_\_\_\_  
Ken Kolowski, Mayor

ATTEST:

By: \_\_\_\_\_  
David R. Bartley, City Clerk

SOUTH SHORE BOAT CLUB OF PERU,  
ILLINOIS, an Illinois not-for-profit corporation:

By: Randy Ferrari  
Randy Ferrari, President

ATTEST:

By: Lynette Morris Stogel  
Lynette Morris, Secretary

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF LASALLE    )

On \_\_\_\_\_, 2021, before me, a notary public in and for said state, personally appeared Ken Kolowski and David Bartley, Mayor and City Clerk, respectively, of the City of Peru, an Illinois home-rule municipal corporation, personally known to me to be the persons whose names are subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their respective signatures on the instrument the City of Peru, upon behalf of which said persons acted, executed the instrument.

\_\_\_\_\_  
Notary Public

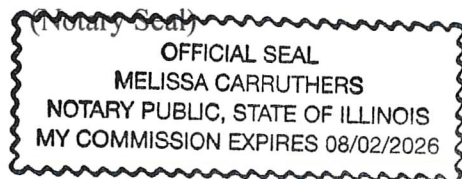
(Notary Seal)

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF LASALLE    )

On September 8<sup>th</sup>, 2023, before me, a notary public in and for said state, personally appeared Randy Ferrari and Lynette Morris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same persons whose names are subscribed to within the instrument and acknowledged to me that they are the President and Secretary of South Shore Boat Club of Peru, Illinois, an Illinois not-for-profit corporation, and that they executed the instrument in their individual capacities and on behalf of said South Shore Boat Club of Peru, Illinois.

Melissa Carruthers

Notary Public



All that land located 25 feet South and parallel to the centerline of the CB&Q Railroad, which is located on Water Street in the City of Peru and North of the center thread of the Illinois River, with the West Line of said tract being located 64.06 feet East of and parallel to the West line of said Quarter Section, and the East Line of said tract being 300.25 feet Easterly of and parallel to the West Line of Calhoun Street; but reserving the rights for the public to use the concrete pavement of Water Street where it runs through said tract and reserving to the City all City rights to public utilities; all located in the City of Peru, LaSalle County, Illinois.

PIN#: 17-20-209-012 (Leasehold PIN# 17-88-020-500)

**RESOLUTION NO. 2023- \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
REAL ESTATE SALES CONTRACT WITH, AND  
PURCHASE OF PROPERTY FROM, GRACE BIBLE  
FELLOWSHIP, A RELIGIOUS CORPORATION  
(LaSalle County PINs 17-08-324-000 & 17-08-315-000 | 6.14± acres)**

**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**, Grace Bible Fellowship, an Illinois religious corporation, is the owner of certain real estate comprised of 6.14± acres, legally described as follows:

Parcel 1 (PIN# 17-08-324-000)

That part of the East Half of the Southwest Quarter of Section 8, Township 33 North, Range 1 East of the Third Principal Meridian in LaSalle County, Illinois, described as follows and bearings used herein are for description purposes only: Commencing at the Southeast corner of the Southwest Quarter of said Section 8; thence South 88 degrees 50 minutes 46 seconds West 668 feet along the South line of the southwest Quarter of said Section 8 to the Southwest corner of Grace Bible Fellowship First Addition Subdivision to the City of Peru; thence North 1 degree 09 minutes 14 seconds West 298 feet along the West line of Grace Bible Fellowship First Addition to an iron bar which marks the point of beginning of the tract of land to be described; thence continuing North 1 degree 09 minutes 14 seconds West along the aforesaid West line and its Northerly extension thereof a distance of 570.68 feet to an iron bar; thence South 88 degrees 50 minutes 46 seconds West 316 feet to an iron bar; thence South 1 degree 09 minutes 14 seconds East 570.68 feet to an iron bar; thence North 88 degrees 50 minutes 46 seconds East 316 feet to the point of beginning, containing 4.14 acres, more or less. All according to Plat of Survey dated December 28, 1999 and recorded February 9, 2000 as Document No. 2000-03516.

**AND**

Parcel 2 (PIN# 17-08-315-000)

That part of the Southwest Quarter (SW ¼) of Section Eight (8), Township Thirty-Three North, Range One (1) East of the Third Principal Meridian, LaSalle County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter (SW ¼) of said Section Eight (8); thence North 88 Degrees 50 Minutes 46 Seconds West along the South line of said Southwest Quarter (SW ¼) for a distance of 668.00 feet; thence North 01 Degrees 09 Minutes 14 Seconds West for a distance of 672.18 feet to the point of beginning; thence continuing North 01 Degrees 09 Minutes 14 Seconds West for a distance of 196.50 feet; thence North

88 Degrees 50 Minutes 46 Seconds East for a distance of 479.66 feet; thence South for a distance of 59.16 feet; thence South 33 Degrees 35 Minutes 53 Seconds West for a distance of 167.18 feet; thence South 88 Degrees 50 Minutes 46 Seconds West for a distance of 383.18 feet to the point of beginning, said tract containing Two (2) acres more or less.

(Parcel 1 and Parcel 2, collectively, referred to hereinafter as the “Premises”); and

**WHEREAS**, the Premises is not within the corporate limits of any municipality but is contiguous to the City of Peru;

**WHEREAS**, the Premises is located immediately south of Veteran’s Memorial Park and west of the Peru City Cemetery, and is surrounded on three sides by property owned by the City; and

**WHEREAS**, the Premises would provide the City with greater flexibility and additional space for future expansion of the City’s cemetery, sports facilities, recreation path and other development opportunities; and

**WHEREAS**, the Premises was appraised on August 17, 2023, by Greater Midwest Appraisals and determined to have a fair market value of \$141,000; and

**WHEREAS**, the City and Grace Bible Fellowship have negotiated a Real Estate Sales Contract, a copy of which is attached hereto and incorporated herein, providing for the City’s purchase of the Premises for \$141,000.00; and

**WHEREAS**, the Corporate Authorities find and determine that acquisition of the Premises is a matter pertaining to the government and affairs of the City, is for a proper public purpose, and is in the best interest of the City.

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

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

**SECTION 2:** The City Council hereby approves the purchase of the Premises for the purchase price of \$141,000.00 pursuant to the terms of the attached Real Estate Sales Contract.

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

**SECTION 4:** There is hereby appropriated the sum of \$141,000.00 necessary to complete the purchase of the Premises pursuant to the terms of the Real Estate Sales Contract.

**SECTION 5:** This Resolution shall be in full force and effect immediately from and after its passage and approval.

**PRESENTED, PASSED, AND ADOPTED** at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with \_\_\_\_\_ voting aye, \_\_\_\_\_ voting nay, \_\_\_\_\_ absent, and Mayor Kolowski \_\_\_\_\_ voting \_\_\_\_\_, which meeting was held on the 11<sup>th</sup> day of September, 2023.

**APPROVED:** September 11, 2023

---

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

---

David R. Bartley  
City Clerk

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

**REAL ESTATE SALES CONTRACT**  
**Grace Bible Fellowship – City of Peru**

1. **PREMISES.** The undersigned, Grace Bible Fellowship, a Religious Corporation of P.O. Box 588, Peru, IL (hereinafter "Seller") agrees to sell and convey to Buyer by good and sufficient Warranty Deed, and the undersigned, City of Peru, an Illinois home rule municipal corporation (hereinafter "Buyer") agrees to purchase from Seller, the real estate described as follows:

**Parcel 1** (PIN# 17-08-324-000)

That part of the East Half of the Southwest Quarter of Section 8, Township 33 North, Range 1 East of the Third Principal Meridian in LaSalle County, Illinois, described as follows and bearings used herein are for description purposes only: Commencing at the Southeast corner of the Southwest Quarter of said Section 8; thence South 88 degrees 50 minutes 46 seconds West 668 feet along the South line of the southwest Quarter of said Section 8 to the Southwest corner of Grace Bible Fellowship First Addition Subdivision to the City of Peru; thence North 1 degree 09 minutes 14 seconds West 298 feet along the West line of Grace Bible Fellowship First Addition to an iron bar which marks the point of beginning of the tract of land to be described; thence continuing North 1 degree 09 minutes 14 seconds West along the aforesaid West line and its Northerly extension thereof a distance of 570.68 feet to an iron bar; thence South 88 degrees 50 minutes 46 seconds West 316 feet to an iron bar; thence South 1 degree 09 minutes 14 seconds East 570.68 feet to an iron bar; thence North 88 degrees 50 minutes 46 seconds East 316 feet to the point of beginning, containing 4.14 acres, more or less. All according to Plat of Survey dated December 28, 1999 and recorded February 9, 2000 as Document No. 2000-03516.

**AND**

**Parcel 2** (PIN# 17-08-315-000)

That part of the Southwest Quarter (SW ¼) of Section Eight (8), Township Thirty-Three North, Range One (1) East of the Third Principal Meridian, LaSalle County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter (SW ¼) of said Section Eight (8); thence North 88 Degrees 50 Minutes 46 Seconds West along the South line of said Southwest Quarter (SW ¼) for a distance of 668.00 feet; thence North 01 Degrees 09 Minutes 14 Seconds West for a distance of 672.18 feet to the point of beginning; thence continuing North 01 Degrees 09 Minutes 14 Seconds West for a distance of 196.50 feet; thence North 88 Degrees 50 Minutes 46 Seconds East for a distance of 479.66 feet; thence South for a distance of 59.16 feet; thence South 33 Degrees 35 Minutes 53 Seconds West for a distance of 167.18 feet; thence South 88 Degrees 50 Minutes 46 Seconds West for a distance of 383.18 feet to the point of beginning, said tract containing Two (2) acres more or less.

(Parcel 1 and Parcel 2, collectively, being referred to herein as the "Premises")

2. **PURCHASE PRICE/EARNEST MONEY:** Buyer agrees to pay One Hundred Forty-One Thousand Dollars (\$141,000.00) for the Premises at closing.

3. **CLOSING DATE.** The time of closing shall be on or before November 1, 2023, as mutually agreed by the Parties.

4. **POSSESSION.** Possession shall be given to the Buyer at the closing or as otherwise mutually agreed.

5. **DEED.** Sellers shall convey or cause to be conveyed to Purchaser, or its designee, by a general Warranty Deed, and payment for transfer stamps, merchantable title to the Premises subject only to the following "permitted exceptions," if any:

- A. General real estate taxes for the year 2023 and subsequent years; and
- B. Rights-of-way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.

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

If the title commitment discloses either unpermitted exceptions or defects or survey matters that render the title unmarketable, (hereinafter "survey defects") Seller shall have ten (10) days from the date of delivery thereof to have the exceptions removed from the commitment, or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions of survey defects, and, in such event, the time of closing shall be ten (10) days after delivery of the commitment for title insurance or the time expressly specified herein, whichever is later. If the Seller shall fail to have exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Buyer may terminate this contract or may elect, upon notice to Seller within ten (10) days after the expiration of the ten (10) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Contract shall become null and void without further action by the parties and Buyer shall be entitled to a return of all monies paid hereunder.

7. **PRORATION.** All expenses, incomes and unpaid general real estate taxes shall be prorated and adjusted as of the date of closing. If the tax bill for the current year is not available, the proration shall be based upon the last available tax bill. All prorations are final unless otherwise agreed.

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

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

10. **AUTHORIZATION / BINDING AGREEMENT.** The execution, delivery and performance of this Real Estate Sales Contract have been duly and validly authorized by all necessary action on the part of the Seller's Board of Directors. This Agreement is a legal, valid, and binding agreement, obligation and undertaking of Seller, enforceable against Seller in accordance with its terms,

except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

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

12. **DEFAULT.** If this Contract is breached or unable to be performed by Seller, then at the Buyer's option, after notice of such breach to the Seller, Buyer may (i) proceed to closing notwithstanding Seller's failure to perform all of the Seller's obligations, without waiving any other remedies for Seller's nonperformance, or (ii) choose to have the earnest money returned to Buyer. If this Contract is breached or unable to be performed by Buyer, at Seller's option, the earnest money shall be forfeited to Sellers as liquidated damages, as partial reimbursement for actual damages incurred. The foregoing remedies are not intended to be exclusive, and the parties shall have the additional right to all other lawful remedies, including specific performance. Damages are not limited to the amount in escrow. In the event of any breach of this Contract, the breaching party shall pay on demand any reasonable attorney fees incurred by the other party as a result of a breach of this Contract.

13. **CONDITION PRECEDENT.** Buyer's execution of this Contract shall not be effective until formally approved by the City Council of the City of Peru.

14. **SELLER CREDITS.** Buyer agrees to provide Seller with a credit at closing for title charges, the remaining ½ of the appraisal fee (\$450) for the Premises, and Seller's attorney fees related to sale of the Premises.

**DATE:** September \_\_\_\_, 2023

**SELLER:**  
Grace Bible Fellowship, a religious corporation

**BY:**

\_\_\_\_\_  
**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTORNEYS FOR SELLER:**  
Herb Klein, Esq.  
925 Shooting Park Rd #A  
Peru, IL 61354  
TEL: 815.223.7550  
[hklein@jacobkleinlaw.com](mailto:hklein@jacobkleinlaw.com)

**BUYER:**  
City of Peru, an Illinois home rule municipal corporation

**BY:**

\_\_\_\_\_  
**Ken Kolowski, Mayor**

**ATTORNEYS FOR BUYER:**  
City of Peru  
Attn: Corporation Counsel  
1901 4<sup>th</sup> Street  
Peru, IL 61354-0299  
TEL: 815.224.6020  
[sschweickert@peru.il.us](mailto:sschweickert@peru.il.us)

**RESOLUTION NO. 2023- \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF FIRST  
AMENDMENT TO PURCHASE AGREEMENT BY AND  
BETWEEN THE CITY OF PERU AND ABYGROUPS, INC.**

**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**, the City and Abygroups, Inc. entered into that certain Real Estate Sales Contract dated May 22, 2023 (the “Original Agreement”), pertaining to the City’s sale of certain real estate commonly known as 1839-1841 May Road; and

**WHEREAS**, the City and Abygroups, Inc. desire to amend the Original Agreement for the purpose of extending the due diligence period provided therein, as set forth in the First Amendment to Purchase Agreement (“First Amendment”), a copy of which is attached hereto and incorporated herein.

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

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

**SECTION 2:** The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to execute and attest to the First Amendment.

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

**PRESENTED, PASSED, AND ADOPTED** at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with \_\_\_\_\_ voting aye, \_\_\_\_\_ voting nay, \_\_\_\_\_ absent, and Mayor Kolowski \_\_\_\_\_ voting \_\_\_\_\_, which meeting was held on the 11<sup>th</sup> day of September, 2023.

**APPROVED:** September 11, 2023

\_\_\_\_\_  
Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

---

David R. Bartley  
City Clerk

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

## **FIRST AMENDMENT TO PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into as of September \_\_, 2023 (the “**Effective Date**”), by and between CITY OF PERU, an Illinois home rule municipal corporation (“**Seller**”) and ABYGROUPS, INC., an Illinois corporation (“**Buyer**”).

WITNESSETH:

WHEREAS, Seller and Buyer previously entered into that certain Real Estate Sales Contract with an effective date of May 22, 2023, (“**Agreement**”), pursuant to which Buyer agreed to purchase from Seller and Seller agreed to sell to Buyer that certain real property known as 1839 & 1841 May Road, Peru, Illinois (“**Property**”) as more particularly described in the Agreement.

WHEREAS, the Due Diligence Period expires on September 19, 2023.

WHEREAS, the parties have agreed to modify certain terms of the Agreement as set forth herein.

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference. Any capitalized terms used herein and not defined shall have the meaning set forth in the Agreement.
2. **Due Diligence Period**. The Due Diligence Period shall be extended and shall expire on December 31, 2023.
3. **Closing**. Notwithstanding the Due Diligence Period extension above, Closing shall occur on the date that is thirty (30) days after Buyer receives all permits and other approvals required to develop and operate the Property, or earlier in Buyer’s sole discretion.
4. **Miscellaneous**. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns under the Agreement. The terms of the Agreement are incorporated herein by reference. All references in the Agreement to the “Agreement” shall mean the Agreement as amended hereby. Except as herein expressly amended or modified, each and every term of the Agreement shall remain unchanged and in full force and effect without modification and is hereby ratified and reaffirmed. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control. The Agreement, as amended hereby and pursuant to this Amendment, constitutes the sole and entire agreement of the Buyer and Seller with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understanding and agreements, both written and oral, with respect to such subject matter. If any term or provision of this Amendment is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Amendment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon determination by a court of competent jurisdiction that any term or other provision of this Amendment is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Signatures to this Amendment transmitted by facsimile transmission, by electronic mail in “portable document format” (“**.pdf**”) form, or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment effective as of the date first set forth above.

BUYER:

**ABY GROUPS, INC.**

An Illinois corporation

By: \_\_\_\_\_

Name: Mohammed Ould Sidi Mohammed

Its: President

SELLER:

**CITY OF PERU, ILLINOIS**

An Illinois home rule municipal corporation

By: \_\_\_\_\_

Name: Ken Kolowski

Its: Mayor

Attested by: \_\_\_\_\_  
David Bartley, City Clerk

**RESOLUTION NO. 2023- \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
WAIVER, RELEASE, AND INDEMNIFICATION  
AGREEMENT WITH CENTRAL ILLINOIS POLICE  
TRAINING CENTER, AN ILLINOIS NOT-FOR-PROFIT  
CORPORATION**

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

**WHEREAS**, the Corporate Authorities find it in the best interest of the City to authorize the approval and execution of a Waiver, Release, and Indemnification Agreement (“Agreement”) with Central Illinois Police Training Center (CIPTC), an Illinois not-for-profit corporation, a copy of which is attached hereto and incorporated herein.

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

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

**SECTION 2:** The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to execute and attest to the Agreement.

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

**PRESENTED, PASSED, AND ADOPTED** at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with \_\_\_\_\_ voting aye, \_\_\_\_\_ voting nay, \_\_\_\_\_ absent, and Mayor Kolowski \_\_\_\_\_ voting \_\_\_\_\_, which meeting was held on the 11<sup>th</sup> day of September, 2023.

**APPROVED:** September 11, 2023

\_\_\_\_\_  
Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

---

David R. Bartley  
City Clerk

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

## **WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

**THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT** (hereinafter "**Agreement**") is entered into this \_\_\_\_\_ day of September, 2023 (the "**Effective Date**"), by and between the **CITY OF PERU**, an Illinois home rule municipal corporation ("**City**"), and **CENTRAL ILLINOIS POLICE TRAINING CENTER**, an Illinois not-for-profit corporation ("**CIPTC**") (collectively, the "**Parties**").

### **RECITALS**

**WHEREAS**, The City is an Illinois home-rule municipal corporation, maintaining its primary government offices at 1901 Fourth Street, Peru, Illinois ("**City Hall**"); and

**WHEREAS**, CIPTC is an Illinois not-for-profit corporation that has been providing regional police training since 1971; and

**WHEREAS**, CIPTC Mobile Training Unit 7 ("**CIPTC MTU-7**") provides training to local police in the counties of Bureau, LaSalle, Marshall, Peoria, Putnam, Stark, Tazewell and Woodford; and

**WHEREAS**, CIPTC MTU-7 is the owner of personal property used for police training, including a Milo Range Pro 4K Judgment and De-Escalation Simulator Training System, LE-1000 Police Driver Training Simulator, and other accessory equipment related thereto police training simulation equipment ("**CIPTC Property**"); and

**WHEREAS**, CIPTC desires to store, install, set-up, and utilize the CIPTC Property at City Hall for the purpose of conducting law enforcement training; and

**WHEREAS**, the City benefits from the law enforcement training provided by CIPTC, has available space in the basement of City Hall for the CIPTC Property and use thereof by CIPTC for said training, and is willing to make such space available for use by CIPTC, subject to the terms and conditions set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements, covenants, conditions, and releases contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party to the other, the Parties to this Agreement agree as follows:

1. The recitals set forth above shall be and are hereby incorporated into and made a part of this Agreement, as if fully set forth herein.

2. This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either Party upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement, CIPTC shall promptly remove the CIPTC Property from City Hall, and the Parties shall have no further obligation to one another.

3. CIPTC, for itself and its successors, agents, representatives, affiliates, permittees, and invitees, does hereby waive, release, acquit, absolve, and absolutely and forever discharge the City and its legal successors, predecessors, elected officials, employees, officers, directors, agents, and attorneys, and each of them, of and from any and all claims, liability, demands, damages, costs, expenses, fees, including attorney's fees, actions, causes of action, sums of money owed, bills, contracts, controversies, agreements, promises, guaranties and obligations of every kind and nature whatsoever, in law or in equity, including but not limited to personal injury, death, disability, property damage, and property theft which may hereafter occur to CIPTC Property at City Hall, or to persons on the premises of City Hall for the purpose of installing, maintaining, repairing, or utilizing said CIPTC Property.

4. CIPTC hereby agrees to indemnify, defend, and hold harmless the City, its legal successors, predecessors, elected officials, employees, officers, directors, agents, and attorneys, and each of them, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to the storage, installation, maintenance, repair, or use of the CIPTC Property at City Hall, except to the extent such claims, losses, damages, liabilities, costs, or expenses result from the gross negligence or willful misconduct of the City.

5. CIPTC shall, at all times this Agreement is in effect, maintain adequate insurance coverage for the CIPTC Property at City Hall. Such insurance shall cover any loss or damage to the CIPTC Property and shall name the City as an additional insured. CIPTC shall provide a certificate of insurance to the City as evidence of the insurance coverage required under this Agreement.

6. CIPTC shall have the right to enter City Hall on such dates and at such times as agreed by the Parties for the purpose of installing, maintaining, repairing, or utilizing the CIPTC Property.

7. City does not make any warranty or representation of any kind regarding City Hall, or the security of the CIPTC Property stored therein. The Parties agree that City shall have no

responsibility for the safekeeping of the CIPTC Property and that such storage does not create any type of bailment or related obligation on the part of the City. CIPTC shall, at all times, assume full responsibility for, and risk of, damage or theft of the CIPTC Property.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

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

By: \_\_\_\_\_  
Ken Kolowski, Mayor

ATTEST:

By: \_\_\_\_\_  
David R. Bartley, City Clerk

[SEAL]

Address for Notice:

City of Peru  
1901 4<sup>th</sup> Street  
Peru, IL 61354

**CENTRAL ILLINOIS POLICE TRAINING  
CENTER, an Illinois not-for-profit corporation:**

By: \_\_\_\_\_  
Name: BRIAN FENGEL  
Title: DIRECTOR

CIPTC MTU-7  
1 College Drive  
East Peoria, IL 61635