



City of Peru



David R. Bartley
City Clerk

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AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, JULY 31, 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 JULY 17, 2023

TREASURER'S REPORT FOR MAY 2023

BUILDING PERMITS-SECOND QUARTER REPORT 2023

PERU VOLUNTEER AMBULANCE SERVICE INC. ACTIVITY SUMMARY FOR JUNE 2023

COMMITTEE REPORTS

1. FINANCE COMMITTEE

DISBURSEMENTS for August 2, 2023

2. PUBLIC SERVICES COMMITTEE

Discuss need for part-time civilian evidence custodian position (Police Department)

3. PUBLIC WORKS COMMITTEE

Motion to execute and engineering service agreement with Chamlin and Associates for the 251 Pedestrian Bridge (ITEP project).

Motion to approve a quote from Compumation in the amount of \$27,260.00 for installation and programming of headwater level sensors at the Hydro Plant.

Motion to approve a quote from Mertel Gravel in the amount of \$15,000.00 for barge and crane rental to deliver and unload parts for the Hydro Plant.

Motion to approve a quote from Revere Electric Supply Co. in the amount of \$12,132.43 for street line wire.

Motion to award bid for the West WWTP UV Disinfection Replacement Project, to the lowest bidder, Leander Construction in the amount of \$400,000.00.

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

MINUTES OF JULY 26, 2023 PLANNING/ZONING COMMISSION HEARING ON PETITION OF JOE ZHOU d/b/a PWJZ ENTERPRISES CONCERNING PROPERTY COMMONLY KNOWN AS 1519 WATER STREET, PERU, ILLINOIS

AN ORDINANCE GRANTING A SPECIAL USE AS SOUGHT BY THE PETITION OF JOE ZHOU d/b/a PWJZ ENTERPRISES LLC CONCERNING PROPERTY LOCATED AT 1519 WATER STREET, PERU, ILLINOIS

MINUTES OF JULY 26, 2023 PLANNING/ZONING COMMISSION HEARING ON PETITION OF JOHN AND JANE RIVA CONCERNING REAL ESTATE GENERALLY LOCATED NORTH OF SHOOTING PARK ROAD AND EAST OF DALZELL ROAD a/k/a MERIDIAN ROAD, PERU, ILLINOIS

AN ORDINANCE APPROVING THE FINAL PLAT OF RIVA'S THIRD SUBDIVISION TO THE CITY OF PERU, A TEXT AMENDMENT TO SECTION 11.05(d) OF THE ZONING ORDINANCE, REZONING, SPECIAL USES, AND WAIVERS AS SOUGHT BY THE PETITION OF JOHN RIVA AND JANE RIVA

A RESOLUTION AUTHORIZING EXECUTION OF JOINT FUNDING AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

AN ORDINANCE AMENDING ORDINANCE NO. 6752, ENTITLED: "AN ORDINANCE FIXING WAGES FOR EMPLOYEES OF THE CITY OF PERU, ILLINOIS COMMENCING MAY 1, 2023 AND ENDING APRIL 30, 2024"

RESOLUTION AUTHORIZING AND APPROVING VACATION TIME AND OTHER INCENTIVES FOR THE NEWLY-HIRED CITY OF PERU ELECTRIC OPERATIONS MANANGER

AN ORDINANCE AUTHORIZING THE EXECUTION AND ACCEPTANCE OF AN UTILITY EASEMENT (Lot 3 of Master-View Park Subdivision – PIN# 11-31-305-001)

AN ORDINANCE AUTHORIZING EXECUTION OF FIRST AMENDMENT TO OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY DATED JUNE 23, 2022, BY AND BETWEEN THE CITY OF PERU, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION, AND BUILDING MATERIALS MANUFACTURING CORPORATION, A DELAWARE CORPORATION (Lot 3 of Master-View Park Subdivision – PIN# 11-31-305-001)

A RESOLUTION RATIFYING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF OTTAWA FOR APPLICATION AND ADMINISTRATION SERVICES RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS BUSINESS RESILIENCY PROGRAM

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE “ILLINOIS VALLEY REGIONAL DISPATCH” FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM

A RESOLUTION AUTHORIZING EXECUTION OF PERMIT APPLICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION (ITEP Section 23-0072-00BT Project – IL RT 251 Hollow Stem Auger Borings)

AN ORDINANCE APPROVING AN AMENDMENT TO THE LAND LEASE AGREEMENT BETWEEN THE CITY OF PERU AND JMX HELICOPTERS, LLC.

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

MAYOR’S NOTES

PUBLIC COMMENT

CLOSED SESSION

MEETINGS HELD TO DISCUSS LITIGATION “WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS

PROBABLE OR IMMINENT IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING”.

ADJOURNMENT

CITY OF PERU REGULAR COUNCIL MEETING JULY 17, 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, July 17, 2023, at 7:05 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 July 5, 2023 and Peru Police Department Monthly Report for June 2023. Alderman Payton made a motion the minutes and reports be received and placed on file. Alderman Tieman seconded the motion; motion carried.

FINANCE AND SAFETY COMMITTEE

Alderman Sapienza presented the following disbursements for payment on July 19, 2023:

<u>FUND NAME</u>	<u>TOTAL EXPENSES</u>
General Fund	\$702,515.75
Utility Fund	2,115,200.81
Airport Fund	<u>9,770.10</u>
Total	\$2,827,486.66

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

PUBLIC SERVICES COMMITTEE

Alderman Edgcomb made a motion to approve proposal from Ladzinski Cement Finishing in the amount of \$19,700 to remove cemetery wall/pour footings. 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.

PUBLIC WORKS COMMITTEE

Alderman Moreno made a motion to approve purchase of 2023 Ford XL FWD van from Golf Mill Ford in the amount of \$36,975 (meter service van). Alderman Lukosus seconded the motion. Alderman Edgcomb inquired about looking for local option. PSM/Fire Chief Jeff King confirmed he was unable to

CITY OF PERU REGULAR COUNCIL MEETING JULY 17, 2023

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

Alderman Ballard made a motion to approve the John Pohar & Sons final invoice in the amount of \$13,307.00 for the Baker Lake southeast parking lot improvements. Alderman Sapienza seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

Alderman Lukosus made a motion to approve the John Pohar & Sons final invoice in the amount of \$24,028.28 for the Baker Lake southeast storm sewer improvements. Alderman O'Sadnick seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

Alderman Lukosus made a motion to approve rate design study with BHMG in the amount of \$37,700.00. Alderman Ballard seconded the motion. Clerk Bartley called 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 fiber consultant proposal by Vantage Point Solutions in the amount of \$25,000. Alderman Lukosus 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 resolution entitled:

RESOLUTION NO. 2023-10

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH ILSBDC AT STARVED ROCK COUNTRY ALLIANCE, INC.

Alderman Tieman made a motion the resolution be adopted as written and read. 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.

Corporate Counsel Scott Schweickert presented the Planning/Zoning Commission Hearing Minutes of July 12, 2023 concerning petition of Steven V. Michelini and Laura L. Michelini concerning property generally located east of Plank Road in unincorporated Bureau County, Illinois (JR's Subdivision – part of Bureau County PIN# 18-12-400-002). Alderman Lukosus made a motion the minutes be received, placed on file and concur with the recommendation. Alderman Moreno seconded the motion; motion carried.

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 6780

AN ORDINANCE ANNEXING AND ZONING CERTAIN TERRITORY TO THE CITY OF PERU, ILLINOIS (15.365± acres)

CITY OF PERU REGULAR COUNCIL MEETING JULY 17, 2023

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

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 6781

AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLATS FOR JR'S SUBDIVISION TO THE CITY OF PERU, AND GRANTING WAIVERS AND OTHER RELIEF AS SOUGHT BY THE PETITION OF STEVEN V. MICHELINI AND LAURA L. MICHELINI

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.

Corporate Counsel Scott Schweickert presented a proposed resolution entitled:

RESOLUTION NO. 2023-11

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF PERU, ILLINOIS (2015 Kenworth T400 Vactor Truck – VIN#: 3BKBLJ0X0GF492260)

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

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 6782

AN ORDINANCE GRANTING AN ADMINISTRATIVE VARIANCE UNDER THE ZONING ORDINANCE OF THE CITY OF PERU AS SOUGHT BY THE PETITION OF BENJAMIN BENTLEY CONCERNING PROPERTY LOCATED AT 2322 2nd STREET, PERU, ILLINOIS

Alderman Sapienza made a motion the ordinance be adopted as written and read. Alderman O'Sadnick 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

Alderman Lukosus made a motion to approve the selected candidate for the position of Electric Operations Manager. Alderman Sapienza seconded the motion. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick, Lukosus and Moreno voting aye; motion carried.

CITY OF PERU REGULAR COUNCIL MEETING JULY 17, 2023

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

Clerk Bartley presented a petition from Dwayne & Amy Potthoff seeking variances for the property located at 516 Grant Street. Alderman Payton made a motion the petition be received, placed on file and referred to the Planning/Zoning Commission for review and recommendation. Alderman Sapienza seconded the motion; motion carried.

Clerk Bartley presented a communication from St. Bede Academy requesting permission to hold homecoming parade on Friday, September 29th and 5:00 p.m. Alderman O'Sadnick made a motion to receive the communication, place it on file and permission granted. Alderman Edgcomb seconded the motion; motion carried.

Clerk Bartley presented communication from St. Bede Academy requesting permission to use the Washington Park tennis courts for the St. Bede Academy Tennis Team (boys and girls' season). Girl's season runs August 8th-October; Boys season runs February 26th – May. Alderman Edgcomb made a motion to receive the communication, place it on file and permission granted. Alderman Payton seconded the motion; motion carried.

Clerk Bartley presented a communication from Dominic Ponsetti requesting permission to reserve the bandshell at Centennial Park on Saturday, June 22, 2024, for a Christian music for local churches. Event would possibly include 100 people. Alderman Tieman made a motion the communication be received, placed on file and permission granted. Alderman O'Sadnick seconded the motion; motion carried.

MAYOR'S NOTES

Adam Thorson, Director of Parks, Recreation and Special Events reported on the Central States Senior League Tournament opening ceremony on July 21st. Mr. Thorson reported the tournament begins July 21st and runs through July 27th.

Adam Thorson, Director of Parks, Recreation and Special Events reported on the J.A. Happ sign dedication at Washington Park on July 30th. Mr. Thorson also reported there will be a St. Bede alumni baseball game.

Alderman Moreno complimented the amazing condition of our parks and ballparks.

PSM/Fire Chief Jeff King noted the response to the Westclox fire was well executed by all departments. PSM/Fire Chief King reported there were no injuries and thanked all mutual aid respondents.

Adam Thorson, Director of Parks, Recreation and Special Events reported the Taste of the Illinois Valley 50/50 raffle total is over \$3,800.00.

Adam Thorson, Director of Parks, Recreation and Special Events reported the Taste of the Illinois Valley has received \$26,350.00 in sponsorship dollars.

CLOSED SESSION

PUBLIC COMMENT

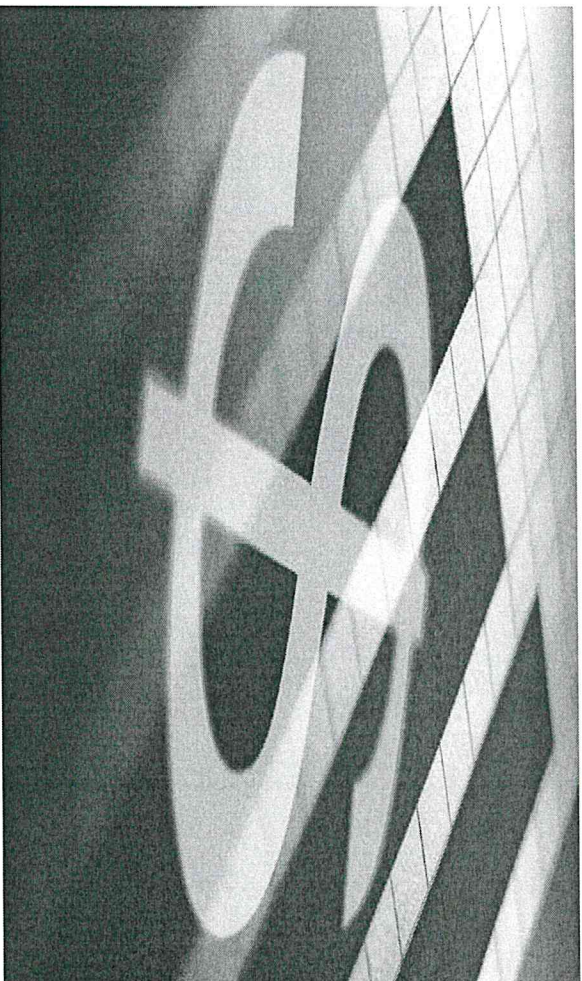
CITY OF PERU REGULAR COUNCIL MEETING JULY 17, 2023

ADJOURNMENT

Alderman Edgcomb made a motion that the meeting be adjourned. Alderman Payton seconded the motion and motion carried. Meeting adjourned at 7:32 p.m.

CITY OF PERU

TREASURER'S REPORT



MAY 2023
JACKSON POWELL, TREASURER

Treasurer's Monthly Report Index

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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	\$ 101,598.94	\$ 1,598,695.28	\$ (1,393,699.88)	\$ 22.68	\$ 306,617.02	Unassigned	\$306,617.02	306,617.02
Illinois Fund - Mercantile Bank - Acct #7139166001	\$ 1,506,371.50	\$ 1,262,092.33	\$ (2,109,133.71)	\$ 5,480.21	\$ 664,810.33	Unassigned	971,427.35	971,427.35
General Fund Automatic Clearing House Account Heartland Acct #6506402	\$ 79,352.07	\$ 923,884.18	\$ (838,236.08)	\$ 198.67	\$ 165,178.84	Unassigned	1,136,606.19	1,136,606.19
General Fund Operating Reserve Transaction Accounts Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 447,409.15	\$ 36,039.54	\$ -	\$ 2,335.01	\$ 485,783.70	Unassigned	1,622,389.89	1,622,389.89
General Fund Operating Reserve CDs Farm Cash Rent Account - Hertz Management Heartland - Acct #2637	\$ 1,299,290.08	\$ -	\$ -	\$ 1,553.44	\$ 1,300,843.52	Unassigned	2,923,233.41	2,923,233.41
Infrastructure Home Rule Sales Tax Account Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 4,122,343.07	\$ 165,441.33	\$ -	\$ 21,514.32	\$ 4,309,298.72	Restricted	2,923,516.96	7,232,815.68
GF/Motel Tax Account Peru Federal Account #161314228/#162310209	\$ 948,053.00	\$ 77,382.01	\$ -	\$ 322.61	\$ 1,025,757.62	Committed	2,923,516.96	8,258,573.30
Parkside Bond Obligation Reserve Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 517,607.20	\$ 129,401.80	\$ -	\$ -	\$ 647,009.00	Restricted	2,923,516.96	8,905,582.30
General Fund 2020/2021 Bond Reserve Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 313,004.15	\$ 78,251.04	\$ -	\$ -	\$ 391,255.19	Restricted	2,923,516.96	9,296,837.49
General Fund DWNTWN SURPLUS Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 8,755.61	\$ -	\$ -	\$ -	\$ 8,755.61	Restricted	2,923,516.96	9,305,593.10
Past Elected Officials Account Peru Federal Savings - Acct #1002354591	\$ 6,811.95	\$ -	\$ -	\$ 0.58	\$ 6,812.53	Restricted	2,923,516.96	9,312,405.63
Peru Celebration Trust Account Edward Jones - Acct #6081575315	\$ 42,199.39	\$ 100.00	\$ -	\$ 1,344.76	\$ 43,644.15	Restricted	2,923,516.96	9,356,049.78
Peru Municipal Pool Account HomeTown National Bank - Acct #110741	\$ 34,442.64	\$ -	\$ -	\$ -	\$ 34,442.64	Assigned	2,923,516.96	9,390,492.42
Peru Municipal Pool Acct Certificate of Deposit Investments Veteran's Park Memorial Account HomeTown National Bank - Acct #105853	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	Assigned	2,923,516.96	9,490,492.42
Cemetery Reserve-Copeland Donation Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 11,822.14	\$ -	\$ (11,822.14)	\$ -	\$ -	Restricted	2,923,516.96	9,490,492.42
General Reserve-American Rescue Relief Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 67,204.78	\$ -	\$ -	\$ 350.74	\$ 67,555.52	Restricted	2,923,516.96	9,558,047.94
Covid-19 Relief Fund HomeTown National Bank - Acct #105853	\$ -	\$ -	\$ -	\$ -	\$ -	Restricted	2,923,516.96	9,558,047.94
	\$ 3,250.00	\$ -	\$ -	\$ -	\$ 3,250.00	Restricted	2,923,516.96	9,561,297.94

Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
SPECIAL REVENUE FUNDS						
Insurance Fund						
Heartland - HRA/FSA - Acct #6506569	\$1,080,161.00	\$7,732.83	(125,762.46)	\$1,043.09	\$963,174.46	Committed
Garbage Fund						
Peru Federal Account #161314228#162310209	-\$1,249.77	\$97,673.45	(75,527.92)	\$0.00	20,895.76	Committed
Motor Fuel Tax Fund						
Hometown National Bank - Acct #72660101	\$319,458.68	\$35,158.55	\$0.00	\$529.04	\$355,146.27	Restricted
Peru Police Drug Enforcement, Impound & Equipment Fund						
Peru Federal Account Acct #161317890	\$63,928.59	\$333.20	\$0.00	\$17.34	\$64,279.13	Restricted
Midland States Bank Acct #5405000027	\$180,015.11	\$3,029.25	\$0.00	\$3.06	\$183,047.42	Restricted
Total Peru Police Drug Enforcement, Impound & Equipment Fund					\$247,326.55	
TIF 2 Fund - Peru Industrial						
Heartland Acct #6506410	\$688,783.49	\$0.00	\$0.00	\$684.36	\$689,467.85	Committed
TIF 3 Fund - North Peru						
Heartland Acct #6506410	(\$51,653.76)	\$0.00	\$0.00	\$0.00	(\$51,653.76)	Committed
TIF 4 Fund - Downtown						
Heartland Acct #6506410	\$35,697.52	\$0.00	\$0.00	\$35.47	\$35,732.99	Committed
TIF 5 Fund - Peru Mall						
Heartland Acct #6506410	(\$18,819.03)	\$0.00	\$0.00	\$0.00	(\$18,819.03)	Committed
TIF 6 Fund - MVP						
Heartland Acct #6506410	(\$1,875.00)	\$0.00	\$0.00	\$0.00	(\$1,875.00)	Committed
TOTAL SPECIAL REVENUE FUNDS					\$2,239,396.09	

Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
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ENTERPRISE FUNDS

Electric Light Enterprise Fund Operating Accounts

Operating Checking Account	\$223,853.27	\$2,356,246.88	(\$2,440,151.82)	\$995.98	\$140,944.31	Unassigned
Heartland - Acct #6506429						
Operating Revenue Checking Account	\$2,047,204.21	\$3,576,034.90	(\$3,173,785.47)	\$696.63	\$2,450,150.27	Unassigned
Peru Federal Account #161314228/#162310209						
Electric Revenue - Operating Reserve	\$757,013.98	\$0.00	(\$757,013.98)	\$0.00	\$0.00	Unassigned
Midland States Bank Acct #5405000523						
Electric Reserve						
DA Davidson Acct #18929160	\$3,509.03	\$0.00	(\$48,301.27)	\$47,526.49	\$2,734.25	Unassigned
Electric Scrap Metal Account						
Midland States Bank Acct #5405000523	\$53,993.02	\$0.00	(\$53,993.02)	\$0.00	\$0.00	Restricted
Guaranteed Light Deposit Checking Account		\$7,873.53	(\$5,077.91)	\$166.21	\$491,391.27	Restricted
Peru Federal Account #161314228/#162310209	\$488,429.44					
Operating Reserve Accounts						
Heartland Bank - Acct #5840023088	\$2,924,740.75	\$48,301.27	\$0.00	\$3,861.23	\$2,976,903.25	Unassigned
Substantion Reserve						
Heartland Bank - Acct #5840023088	\$1,506,077.64	\$0.00	\$0.00	\$1,988.32	\$1,508,066.96	Assigned
GAF Project Impact Fees Reserve						
Heartland Bank - Acct #5840023088	\$994,423.00	\$0.00	\$0.00	\$0.00	\$994,423.00	Committed

Electric Light Enterprise Fund Investments

Certificate of Deposit Investments for Self Insurance Reserve	\$1,099,665.54	\$0.00	\$0.00	\$994.20	\$1,100,659.74	Committed
Certificate of Deposit Investments for Operating Reserve	\$6,722,709.49	\$810,000.00	\$0.00	\$0.00	\$7,532,709.49	Unassigned
Certificate of Deposit Investments for Guaranteed Light Deposits	\$255,643.45	\$0.00	\$0.00	\$310.69	\$255,954.14	Restricted
Total Electric Light Enterprise Fund Operating and Investment Accounts	\$17,453,935.68					

Electric Light Fund Enterprise Bond Accounts

2017 Bond Reserve		\$0.00	\$100,508.33	\$0.00	\$100,508.33	Restricted
Heartland Bank - Acct #5840023088						
2021 Bond Reserve		\$45,544.91	\$11,375.00	\$0.00	\$56,919.91	Restricted
Heartland Bank - Acct #5840023088						
Total Electric Light Enterprise Fund Bond Accts	\$157,428.24					

Total Electric Light Enterprise Fund Operating, Investment and Bond Accts	\$17,611,363.92
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Illinois Valley Regional Airport Enterprise Fund						
Peru Federal Account #161314228/#162310209	(\$438,654.27)	\$171,703.61	(\$20,298.13)	\$0.00	(\$287,248.79)	Unassigned
Farm Cash Rent Account - Hertz Management - Heartland	\$43,353.10	\$0.00	(\$38,673.00)	\$48.65	\$4,728.75	Unassigned
Total Illinois Valley Regional Airport Enterprise Fund	(\$282,520.04)					

Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
Landfill Enterprise Fund						
Operating Checking Account						
Peru Federal Account #161314228#162310209	\$372,591.66	\$2,922.00	\$0.00	\$126.79	\$375,640.45	Unassigned
Landfill No. 3 Closure/Post Closure Money Market Account	\$559,465.61	\$0.00	\$0.00	\$738.61	\$560,204.22	Restricted
Heartland -Acct.5840023088						
Landfill Compost Site Reserve						
General Reserve Certificate of Deposit Investments	\$226,291.38	\$0.00	\$0.00	\$248.55	\$226,539.93	Restricted
Total Landfill Enterprise Fund					\$1,162,384.60	
Waterworks & Sewerage System Enterprise Fund						
Guaranteed Water Deposit Checking Account						
Peru Federal Account #161314228#162310209	\$45,440.52	\$650.00	(\$260.00)	\$15.46	\$45,845.98	Restricted
Total Waterworks & Sewerage System Enterprise Fund					\$45,845.98	
TOTAL ENTERPRISE FUNDS					\$18,537,074.46	
FUND BALANCES						
Fund Type					Amount	
General Fund					\$9,561,297.94	
Special Revenue Funds					2,239,396.09	
Trust Funds					0.00	
Enterprise Funds					18,537,074.46	
Total Of All Fund Types					\$30,337,768.49	
GASB STATEMENT 54 FUND CLASSIFICATIONS						
					Amount	
Restricted Fund Balances					\$7,817,417.32	
Committed Fund Balances					\$4,757,763.63	
Assigned Fund Balances					\$1,642,508.60	
Unassigned Fund Balances					\$16,120,078.94	
Total of All Fund Characteristics					\$30,337,768.49	

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	\$6,574,468	N/A	N/A	-
Hometown National Bank Transaction Accounts	\$699,456	\$250,000	\$4,779,938	-
Midland Bank Transaction Accounts	\$183,047	\$250,000	\$1,062,045	-
Peru Federal Savings Transaction Accounts	\$4,193,524	\$250,000	\$5,636,130	336,283
Peru Federal Savings CD Investments	\$2,028,888	See Above		
Heartland Transaction Accounts	\$8,124,188	\$250,000	\$10,965,341	-
La Salle State Bank CD Investments	\$855,109	\$250,000	\$608,749	-
Central Bank CD Investments	\$997,593	\$250,000	\$1,214,231	-
Anco Community Credit Union Investments	\$250,000	\$250,000	\$250,000	-
Negotiable Certificates of Deposit Investments	\$6,385,116	\$6,385,116	N/A	-
Edward Jones - Money Markets	\$43,644	\$499,000	N/A	-
DA Davidson Cash	\$2,734	N/A	N/A	-
Total	\$30,337,768.49	Total Deposit Risk Exposure		336,283

FIREFIGHTER'S PENSION TRUST FUND

Financial Institution	Investment Type	Previous Period Balance	Receipts or Inc In Market Value	Disbursements or Loss of Market Value	End of Period Balance
HomeTown National Bank - Trustee	Multiple Investments	\$418,740.33	\$0.00	\$ -	\$418,740.33

POLICE PENSION TRUST FUND

Financial Institution	Investment Type	Previous Balance	Receipts or Inc In Market Value	Disbursements or Loss of Market Value	End of Period Balance
HomeTown National Bank - Trustee	Multiple Investments	\$14,483,033.21	\$0.00	\$ -	\$14,483,033.21

Pensions will be updated quarterly. These are balances as of 4/30/23

COMBINED OPERATING ACCOUNT STATUS

Peru Federal Account #161314228/#162310209

Fund Operating Checking Account Description	Operating Balance	Negative Balance
Electric Fund - Guaranteed Light Deposits	\$491,391	
Electric Fund Operating Reserve	\$2,450,150	
Garbage Fund	\$20,896	
Illinois Valley Regional Airport	(\$287,249)	(\$287,249)
Landfill Operating	\$375,640	
Motel Tax	\$1,025,758	
Water & Sewer - Guaranteed Water Deposits	\$45,846	
Totals	\$4,122,433	(\$287,249)

Guaranteed Deposit Adjustments	
Less Electric Fund - Guaranteed Light Deposits	(\$491,391)
Less Water & Sewer - Guaranteed Water Deposits	(\$45,846)
Net Funds Available in Combined Operating Account	\$3,585,195

Treasurer's Monthly Report
FUND INVESTMENTS

May 31, 2023

Fund	Financial Firm	Investment Type	Account #	Balance	Rate	Maturity Date	Balance Use Definition
General Fund							
Operating Reserve	Peru Federal Savings Bank	MM	161000266	\$765,044.39	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
Total General Fund				\$1,300,843.52			
Landfill Enterprise Fund							
Landfill Fund - Compost Site Resv for Closure	Peru Federal Savings Bank	MM	161000266	\$126,539.93	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
Total Landfill Enterprise Fund				\$226,539.93			
Electric Light Enterprise Fund							
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	80280JTTU5	\$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	07815ACGA3	\$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
Electric Light Fund - Operating Reserve	ANCO Community Cr Union	CD	200007	\$250,000.00	4.25%	28-Apr-24	Unassigned
Total Operating Reserve				\$7,532,709.49			

Treasurer's Monthly Report
FUND INVESTMENTS

May 31, 2023

Fund	Financial Firm	Investment Type	Account #	Balance	Rate	Maturity Date	Balance Use Definition
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	\$481,349.88	2.25%		Committed
Electric Light Fund - Self Insurance Reserve	Peru Federal Savings Bank	CD	172004047	\$200,000.00	4.15%	4-Oct-23	Committed
Total Self Insurance Reserve				\$1,100,659.74			
Electric Light Fund - Guaranteed Deposits	Peru Federal Savings Bank	MM	161000266	\$155,954.14	2.25%		Restricted
Electric Light Fund - Guaranteed Deposits	Peru Federal Savings Bank	CD	172004047	\$100,000.00	4.15%	4-Oct-23	Restricted
Total Guaranteed Light Deposits				\$255,954.14			
Total Electric Light Fund Enterprise				\$8,889,323.37			
Peru Municipal Pool Account							
Municipal Pool Account	Sallie May Bank	CD	795451CK7	\$100,000.00	4.95%	18-Nov-24	Assigned
Total Peru Municipal Pool Account				\$100,000.00			
Total Fund Investments				\$10,516,706.82			
Certificate of Deposit Investments by Depos				Amount			
Purchased Negotiable Certificates of Deposit				\$6,385,116.44			
Central Bank Certificates of Deposit				\$997,593.05			
LaSalle State Bank Certificates of Deposit				\$855,108.99			
Peru Federal Savings Bank				\$2,028,888.34			
Anco Community Credit Union				\$250,000.00			
Total Certificate of Deposit Investments				\$10,516,706.82			



City of Peru



Eric Carls, P.E.

Director of Engineering & Zoning

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To: Mayor Ken Kolowski
City Clerk Dave Bartley
Peru City Council Members
City Attorney Scott Schweickert

From: Eric Carls, P.E.
Director of Engineering & Zoning

Subject: Building Permits - Second Quarter Report 2023

Date: July 31, 2023

Attached for your information is the building permit report. There were one hundred eleven (111) building permits issued during the Second Quarter period ending June 30, 2023.

The total construction costs permitted were \$5,116,494.28. Permit fees in the amount of \$15,493.94 and inspection/other fees in the amount of \$2,025.00 were charged and collected.

For the same period in 2022 there were a total of seventy-six (76) permits issued. The total construction costs for the same period were \$6,204,292.38.

Accordingly, I have deposited the total collected fees with the City Clerk for the Second Quarter 2023 Building Permits.

Respectfully Submitted,

Eric Carls, P.E.
Director of Engineering & Zoning

Permit Report by Type and Costs for Year 2023

Permits Per Quarter

Construction Costs Per Quarter

Construction Type	Code Ref #	Permits Per Quarter				Total	Construction Costs Per Quarter				Total
		1st "A"	2nd "B"	3rd "C"	4th "D"		1st "A"	2nd "B"	3rd "C"	4th "D"	
House	1	7	5		12	\$ 2,645,000.00	\$ 1,938,000.00			\$ 4,583,000.00	
Duplex	2				0					\$ -	
Home Add/Remodel	3	3	3		6	\$ 108,300.00	\$ 145,000.00			\$ 253,300.00	
Garage	4	2	3		5	\$ 47,850.00	\$ 71,555.00			\$ 119,405.00	
Pool/Deck	5	2	6		8	\$ 30,600.00	\$ 112,100.00			\$ 142,700.00	
Porch	6		3		3		\$ 7,200.00			\$ 7,200.00	
Storage Shed	7		7		7		\$ 39,300.00			\$ 39,300.00	
New Commercial	8				0					\$ -	
Add/Renovate Commercial	9	1	5		6	\$ 35,000.00	\$ 1,100,000.00			\$ 1,135,000.00	
Demolition	10		4		4		\$ 16,500.00			\$ 16,500.00	
Signs	11	1	7		8	\$ 18,500.00	\$ 31,878.00			\$ 50,378.00	
New Industrial	12				0					\$ -	
Add/Renovate Industrial	13	1			1	\$ 90,000.00				\$ 90,000.00	
Storage/Warehouse	14		1		1		\$ 190,000.00			\$ 190,000.00	
Site Development	15				0					\$ -	
Misc./Special	16	7	22		29	\$ 17,351.44	\$ 1,213,676.28			\$ 1,231,027.72	
Fences	17	6	27		33	\$ 27,600.00	\$ 180,510.00			\$ 208,110.00	
Telecom	18	8	18		26	\$ 225,192.00	\$ 70,775.00			\$ 295,967.00	
Totals		38	111	0	149	\$ 3,245,393.44	\$ 5,116,494.28	\$ -	\$ -	\$ 8,361,887.72	

Total Fees Collected by Quarter

Quarter	Permit Fees	Insp. Fee	H2O Fee	Other
1st Quarter	\$ 9,395.95	\$ 1,950.00	\$ -	\$ 100.00
2nd Quarter	\$ 15,493.94	\$ 2,025.00	\$ -	\$ 600.00
3rd Quarter				
4th Quarter				
Total	\$ 24,889.89	\$ 3,975.00	\$ -	\$ 700.00

BUILDING PERMITS - 2ND QUARTER 2023

APPLICANT/OWNER	DATE	PERMIT NUMBER	CODE	PERMIT TO CONSTRUCT	PROJECT LOCATION	ESTIMATED FAIR MARKET VALUE	PERMIT FEE	INSP. FEE	OTHER
Juan Moreno	05/24/23	23A05	18	Solar	1830 Main St	\$ 21,000.00	\$250.00		
CL Realestate LLC/Carus	04/19/23	23A18	9	Remodeling	315 5th St	\$ 750,000.00	\$2,250.00	\$ 200.00	
Donna Ristau	04/25/23	23A26	3	3 Seasons Room	2419 4th St	\$ 45,000.00	\$135.00	\$ 125.00	\$ 100.00
Spencer's (ARC Vision)	04/18/23	23A29	9	Interior Remodel	5259 B IL-251	\$ 150,000.00	\$450.00	\$ 200.00	
Terry Manley	04/06/23	23A30	17	Fence	37 12th St	\$ 14,900.00	\$44.70		
Comcast	04/11/23	23A32	18	Utility	E side of right of way of Venture Dr from 4141 Venture	N/A	N/A		
Doug Smith	04/13/23	23A33	11	Signage	1704 4th	\$ 1,880.00	\$25.00		
Habitat for Humanity	04/03/23	23A42	1	House	402 7th St	\$ 135,000.00	N/A		
Susan Cherny	04/13/23	23A44	16	Accessory Greenhouse/non permanent	1109 Plain	\$ 200.00	N/A		
Comcast	04/13/23	23A45	18	Utility	4750 Industrial Dr	N/A	N/A		
Comcast	04/13/23	23A46	18	Utility	3500 Industrial Dr	N/A	N/A		
Comcast	04/13/23	23A47	18	Utility	4351 Venture	N/A	N/A		
Comcast	04/13/23	23A48	18	Utility	4141 Venture Dr	N/A	N/A		
Adam & Kathy Meyer	04/13/23	23A49	1	House	12 Pointe Blvd	\$ 415,000.00	\$1,245.00	\$ 200.00	
Brian Inman	04/13/23	23B01	17	Fence	919 32nd	\$ 5,000.00	\$25.00		
Jason Martinez	04/13/23	23B02	17	Front Sidewalk	1827 6th St	\$ 7,500.00	\$25.00		
Erin Paulissen	04/06/23	23B03	17	Fence	1000 Monks Ave	\$ 6,000.00	\$25.00		
James Hurst	05/24/23	23B04	18	Solar	1421 23rd St	\$ 9,500.00	\$250.00		
Selim Imeri	04/20/23	23B05	16	Patio	1730 Sycamore St	\$ 7,900.00	\$25.00		
Elizabeth Watson	04/24/23	23B06	17	Fence	2623 Market St	\$ 3,000.00	\$25.00		
Bill & Kathy Vohs	06/06/23	23B07	16	Patio Roof & Shade Pergola	2511 Rock St	\$ 8,100.00	\$25.00		\$ 100.00
Kana- Stash-Peru Investments, LLC	05/05/23	23B08	11	Signage	1320 38th St	\$ 8,000.00	\$25.00		

Comcast	05/10/23	23B09	18	Utility		4800 Industrial Dr	N/A	N/A		
Kelsey Vogel	05/23/23	23B10	17	Fence		1602 Walnut	\$	11,250.00	\$33.75	\$ 100.00
Jay Gingerich	06/27/23	23B100	10	Demo/ Garage		2104 3rd St	\$	6,500.00	\$25.00	
Dave Mudge	06/21/23	23B102	4	Garage		1909 West St	\$	50,000.00	\$150.00	\$ 200.00
Tom Kist (Illinois Valley CU)	06/29/23	23B104	11	Sign		1311 Shooting Park Rd	\$	9,890.00	\$25.00	
Vince Gatza	06/28/23	23B107	16	Irrigation System		1708 26th	\$	3,000.00	\$25.00	
Jim Kristapovich	07/19/20	23B108	16	Wheelchair Ramp		2530 Main St	N/A	N/A		
Joel Smith	06/28/23	23B109	10	Demolition of Garage		1316 Centennial Dr	\$	10,000.00	\$25.00	
Brad & Kelsey Mitchell	04/24/23	23B11	7	Shed		2404 Spruce St	\$	5,000.00	\$25.00	
James Hardie	06/23/23	23B12	16	Parking Lot		17 Unyfitte Dr.	\$	1,062,000.00	\$3,186.00	
Timothy Platt	04/24/23	23B13	6	Porch		2412 Becker Dr	\$	200.00	\$25.00	
Paul Witalka	04/24/23	23B14	7	Shed		2141 Schuyler Dr	\$	1,500.00	\$25.00	
Tom & Angela Ladzinski	04/24/23	23B15	5	Pool		1308 West St	\$	7,100.00	\$25.00	
Jason & Amy Gahan LKI Properties/Matiri Path-Kelly Jones	04/24/23	23B16	5	Pool & Fence		10 Pointe Blvd	\$	87,000.00	\$261.00	
	06/28/23	23B18	9	Renovation & Addition		710 Peoria	N/A	N/A	N/A	
Comcast	04/28/23	23B19	19	Utility		703 Shooting Park Rd	N/A	N/A	N/A	
Cheryl Ohme	06/06/23	23B20	17	Fence		1828 Rock St	\$	6,000.00	\$25.00	
Jim Happ	04/24/23	23B21	17	Fence		902 14th	\$	6,000.00	\$25.00	
Larry Essex	04/26/23	23B22	6	Repair existing porch		2021 1st St	\$	7,000.00	\$25.00	
Lana Fay	04/26/23	23B24	10	Demo Garage		1625 & 1627 7th St	\$	-	\$25.00	
Michael Schmitt	04/24/23	23B25	16	Adding roof over patio		2400 11th	\$	5,000.00	\$25.00	
Chris Rice	04/24/23	23B26	17	Fence		2704 Rock	\$	5,000.00	\$25.00	
Dennis Alteri	05/11/23	23B27	17	Fence		1918 6th St			\$25.00	
Mark Kerasotes	04/24/23	23B28	6	Repl driveway & porch		1610 Calhoun St	\$	17,000.00	\$51.00	

Gerald McCormick	04/24/23	23B29	17	Fence		2139 Meadow Lawn Ln	\$	4,700.00	\$25.00	
St Johns Lutheran Church	04/21/23	23B30	16	Car Port		2020 Luther Dr.	N/A		N/A	
Pat Fortquirean	04/24/23	23B31	17	Partial Fence Back		2128 Plank	\$	1,500.00	\$25.00	
Thomas Atkinson	05/11/23	23B32	4	Garage Repair		1524 Chambers	\$	11,555.00	\$25.00	
Kayla & Ryan Jeppson	04/27/23	23B34	11	Signage / General Updates		1824 4th St	\$	200.00	\$25.00	
John & Carma Kowalczyk	05/01/23	23B35	17	Fence		527 18th St.	\$	17,990.00	\$53.97	
YR Peru LLC	05/01/23	23B36	11	Signs		1604-1610 36th St	\$	478.00	\$25.00	
Luke Hopps	05/24/23	23B37	18	Install PV Rooftop Solar 13 Modules		2110 Plank Rd	\$	11,590.00	\$250.00	
OP Storage LLC/Peru U-Store It	05/01/23	23B38	14	Self Storage		1050 38th St	\$	190,000.00	\$570.00	\$ 50.00 \$ 100.00
Greg Coble	04/27/23	23B39	17	Fence		2328 10th	\$	7,000.00	\$25.00	
Rodney Perez	04/27/23	23B40	17	Fence		2122 7th St	\$	5,000.00	\$25.00	
Arturo Mendez	04/28/23	23B42	17	Fence		2115 8th St	\$	4,200.00	N/A	
Deborah Boyd	05/11/23	23B43	17	Fence		1121 Monks Ave	\$	9,000.00	\$25.00	
Modie Stewart	05/02/23	23B44	17	Fence		2114 Wynnewood Lane	\$	5,000.00	\$25.00	
Bonnie Prokup	05/01/23	23B45	17	deck & Gazebo		3119 Carrie St	\$	5,000.00	\$25.00	
Chris Luke	05/16/23	23B46	17	Fence		2224 5th St	\$	10,000.00	\$25.00	
Nathan Pappas	05/17/23	23B47	9	Buildout-Remodel		3947 Frontage Rd	\$	200,000.00		
Hawk Nissan-Robbie Crane	05/23/23	23B49	11	Sign Installation		3675 Frontage Rd	\$	1,430.00	\$25.00	
Ameren, IL	05/05/23	23B50	18	Replace Damaged Poles		2400 Water St	N/A		N/A	
Chamlin & Associates	05/04/23	23B51	16	Parking Lot Added Spaces		4152 Progress Blvd	\$	20,000.00	\$60.00	
Michael & Bette O'Donnell	05/09/23	23B52	7	Shed		913 32nd	\$	5,500.00	\$25.00	
Horizon House	05/31/23	23B53	18	Generator		3021 Becker Dr	\$	11,685.00	\$35.00	
Lora Milby Alexander	05/08/23	23B54	1	House		920 7th	\$	306,000.00	\$918.00	\$ 200.00
Carie Lawrence	05/15/23	23B55	5	Pool		1909 7th St	\$	6,000.00	\$25.00	

Anthony Cielenski	05/10/23	23B56	5	6' wood fence, 4x4 deck w above ground pool	2016 12th St	\$	2,700.00	\$25.00	
Ameren, IL	05/12/23	23B57	18	trench new service in Pohar Crossing Sub.	608 34th St (Lot 46)	N/A		N/A	
Ameren, IL	05/12/23	23B58	18	Retire gas Service for house for demo	1916 14th Street	N/A		N/A	
Ameren, IL	05/18/23	23B59	18	Bore in 2200'4" Plastic Main	5500 Industrial Park Blvd	N/A		N/A	
David Carter	05/17/23	23B60	17	Fence	910 Fulton	\$	10,400.00	\$31.00	
Tom & Alice Joop	05/17/23	23B61	10	Demo Garage	1910 14th Street	\$	-	\$25.00	
Christina Crawford	05/18/23	23B62	17	Fence	603 7th	\$	8,970.00	\$25.00	
Jeff & Julie Sloan	05/16/23	23B63	7	Shed	4 Pointe Blvd	\$	20,000.00	\$25.00	
Bruce Korte	05/17/23	23B64	5	Deck & Gazebo	14 10th Street	\$	1,500.00	\$25.00	\$ 50.00
Roy Bergeron	05/18/23	23B65	17	Fence	108 12th ST	\$	500.00	\$25.00	
LKJ Properties- Kelly Jones	05/18/23	23B66	9	Interior Demo	710 Peoria St	\$	-	N/A	
Mike Perry	06/30/23	23B67	4	Garage	2510 5th St	\$	10,000.00	\$25.00	
Kristen Schneider	05/18/23	23B68	16	Siding and Roof	2304 5th Street	\$	2,600.00	\$25.00	
Matt Janko	05/22/23	23B69	1	House	7 Pointe Blvd	\$	700,000.00	\$2,100.00	\$ 200.00
David & Lori Milus	05/19/23	23B70	5	Pool	1321 Sunset	\$	7,800.00	\$25.00	
Ameren	05/23/23	23B71	18	Long side serv to new cons	9 Crossing Court	N/A		N/A	
Keri Glogowski	05/23/22	23B72	17	Fence	715 9th St	\$	3,500.00	\$25.00	
Christopher Rice	05/23/23	23B73	7	Shed	2704 Rock	\$	2,200.00	\$25.00	
Matt Longo-Stash	05/31/23	23B74	16	Cell Radio Monitor Fire Alarm Sys	1320 38th	\$	600.00	\$25.00	
Robert Kiefel	05/26/23	23B75	17	Fence	2314 Main St	\$	13,500.00	\$25.00	
Dennis Salgado	05/30/23	23B76	16	Driveway Repalacement	932 30th	\$	5,000.00	\$ 25.00	
Chad & Brandy Gilbreth	05/30/23	23B77	16	Roof	1913 3rd St	\$	14,500.00	\$43.50	
Stewart Tax (Pd by SW Roofing)	06/01/23	23B78	16	Roof	1910 4th Street	\$	11,701.00	\$35.00	
Hans Noack	06/02/23	23B79	16	Roof	1503 6th Street	\$	18,000.00	\$54.00	

Andrea Burkhardt	06/02/23	23B80	16	Patio	1704 Pike Street	\$	5,500.00	\$25.00		
Giovanny Moctezuma	06/02/23	23B82	16	Roof	1809 West St	\$	12,175.28	\$36.52		
Ron Yanke	06/01/23	23B83	16	Extending Roof over flat roof	104 11th St	\$	1,500.00	\$25.00		
AT & T	06/14/23	23B84	18	Utility	4800 Industrial DR	N/A		N/A		
Chad Wendelken	06/05/23	23B85	16	Driveway	2108 Market St	\$	3,500.00	\$25.00		
Hunter Building Corp/Spencers	06/21/23	23B86	16	Modify existing Fire Sprinkler Sys for new wall and ceiling layout	5259B IL 251 Ste 5259B	\$	11,000.00	\$33.00		
Michelle Morales	06/05/23	23B87	17	Fence	1916 9th St	\$	600.00	\$25.00		
Teri Rossman	06/02/23	23B88	7	Shed	1427 Sunset DR	\$	5,100.00	\$25.00		
AT & T	06/14/23	23B89	18	Utility	W side of Plank Rd S of Unyfitte Dr	N/A		N/A		
Lynn Doyle	06/16/23	23B90	16	Driveway	2120 Manor Ln	\$	15,500.00	\$46.50		
Ivan Pantoja	06/23/23	23B91	3	Remodel	527 12th Street	\$	60,000.00	\$180.00	\$ 200.00	
RFMS, Inc	06/23/22	23B92	1	House	2218 Liberty Ln Lot # 20	\$	382,000.00	\$1,146.00	\$ 200.00	
Spencers	06/14/23	23B93	11	Sign	5259 IL 251 STE 5259B	\$	10,000.00	\$25.00		
Mike & Dena Fassino	06/15/23	23B94	17	Fence	930 32nd	\$	9,000.00	\$25.00		
Susan Trompeter	06/15/23	23B95	16	Egress Window	1806 Spruce	\$	5,900.00	\$25.00		
Peru Elementary District #124	06/22/23	23B96	7	Shed	2100 Plum	N/A		N/A		
Clayton Bunzell	05/02/23	R23A36	3	Addition/Remodel	827 St. Vincents	\$	40,000.00	\$120.00	\$ 200.00	
						\$	5,116,494.28	\$ 15,493.94	\$ 2,025.00	\$ 600.00



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 June 2023
Date: Tuesday, July 18, 2023

The Peru Volunteer Ambulance Service responded to one hundred ninety-four (194) patient/calls during the month of June. The one hundred ninety-four (194) patient/calls included one hundred forty-eight (148) emergencies for Peru, three (3) emergencies for Dimmick, one (1) emergency for Peru Township, and thirty-three (33) transfers. Of the one hundred fifty-two (152) emergencies, ninety (90) patients were transported, fifty-seven (57) patients refused treatment, four (4) were disregarded, and one (1) was a Stand-by request.

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, and four (4) Motor Cross Standby requests.

The total mileage logged was 5545 miles for the month of June.

BCH:seb

City of Peru Disbursements to be Paid 8/02/2023

FUND	FUND NAME		
10	General Fund	\$	721,835.86
15	Insurance Fund	\$	244,418.32
21	Garbage Fund	\$	75,808.95
29-33	TIF Funds	\$	28,020.75
60	Utility Fund	\$	1,370,490.34
80	Landfill Fund	\$	16,295.78
85	Airport Fund	\$	472.89
		\$	2,457,342.89

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
PERU POLICE DEPT	10 -4-00-54-33	IMPOUND/DEBT RECVRY	181.00	GENERAL	NA	ADJUDICATION FINES
VERIZON WIRELESS	10 -5-10-56100	815-780-0170 KOLOWSKI	42.11	GENERAL	ELECTED OFFICIALS	TELEPHONE
CARDMEMBER SERVICE	10 -5-11-91500	ICSC MEMBERSHIP	125.00	GENERAL	MAYOR'S OFFICE	DIR OF COMM DEVELP EXP
QUADIENT INC	10 -5-12-56000	PSTG METER REFILL	1,000.00	GENERAL	CLERK'S OFFICE	POSTAGE
IMPACT NETWORKING, LLC	10 -5-12-56400	KYOCERA-JUL23	60.51	GENERAL	CLERK'S OFFICE	MAINTENANCE AGREEMENTS
QUILL CORPORATION	10 -5-12-65200	OFFICE SUPPLIES	115.81	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
QUILL CORPORATION	10 -5-12-65200	OFFICE SUPPLIES	236.56	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-12-92900	815-200-5094 PISCIA	42.11	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-12-92900	815-228-1449 BARTLEY	42.11	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
CARDMEMBER SERVICE	10 -5-12-92900	NOTARY BOND/BARTLEY	50.00	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-12-92900	815-200-2945 PUB SVCS	129.78	GENERAL	CLERK'S OFFICE	MISCELLANEOUS EXP
DUNCAN & BRANDT	10 -5-14-54950	ADJ HEARING-JULY 23	166.67	GENERAL	CITY ENGINEER	ADM HEARING EXP
CARDMEMBER SERVICE	10 -5-14-55500	INTRNTNL CODE COUNCIL MBRSH	383.00	GENERAL	CITY ENGINEER	EDUCATION/MEETINGS
MARCO, INC	10 -5-14-56400	ENG SHARP- ANNL FEE	437.69	GENERAL	CITY ENGINEER	MAINTENANCE AGREEMENTS
INTERNATIONAL CODE COUN	10 -5-14-59900	ANNL MEMSH	383.00	GENERAL	CITY ENGINEER	CONTRACTUAL SERVICE
VERIZON WIRELESS	10 -5-14-65200	WIFI-ENGINEER	72.02	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-14-65500	JUNE23 FUEL- ENGINEER	448.05	GENERAL	CITY ENGINEER	FUEL & OIL VEHICLES
CARDMEMBER SERVICE	10 -5-14-92900	PARKING	24.73	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-14-92900	815-993-1511 ZBOROWSKI	42.11	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-14-92900	815-228-9981 ENGINEER	49.82	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-14-92900	815-830-1239 BLDG INSP	49.82	GENERAL	CITY ENGINEER	MISCELLANEOUS EXP
SEICO, INC	10 -5-15-51210	PANIC ALARM MONITORING	1,924.99	GENERAL	ADMINISTRATIVE	R&M/COMPUTERS
BURKART SUPPORT SERVICE	10 -5-15-53200	PROPERTY SEARCHES	43.00	GENERAL	ADMINISTRATIVE	LEGAL FEES
CARDMEMBER SERVICE	10 -5-15-53200	SIMPLIFILE-RECORDINGS	208.29	GENERAL	ADMINISTRATIVE	LEGAL FEES
DUNCAN & BRANDT	10 -5-15-54950	ADJ HEARING-JULY 23	166.66	GENERAL	ADMINISTRATIVE	ADM HEARING EXP
IL STATE BAR ASSOCIATIO	10 -5-15-55300	MEMBER DUES	380.00	GENERAL	ADMINISTRATIVE	PROFESSIONAL DUES
CARDMEMBER SERVICE	10 -5-15-56200	JOB POSTING	72.00	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	HEARING-ZHOU	196.13	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	HEARING-RIVA	448.76	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
TEE JAY CENTRAL INC.	10 -5-15-56400	DOOR MNTNCE	770.00	GENERAL	ADMINISTRATIVE	MAINTENANCE AGREEMENTS
CINTAS CORP #396	10 -5-15-59900	PW MATS/SUPPL	174.59	GENERAL	ADMINISTRATIVE	CONTRACTUAL SERVICE
MAUTINO DIST CO INC	10 -5-15-65200	WATER	24.75	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-15-65200	WIFI-ADMIN	72.02	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
MCS ADVERTISING	10 -5-15-91000	ECON DEV WEBSITE-AUG23	1,000.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
OVAL WACKER CONSULTING	10 -5-15-91000	AUG23 CONSULTING	3,333.00	GENERAL	ADMINISTRATIVE	ECONOMIC DEVELOPMENT
THE FLOWER BAR	10 -5-15-92900	BIRKENBEUEL SVC	80.00	GENERAL	ADMINISTRATIVE	MISCELLANEOUS EXPENSE
PERU POLICE PENSION FUN	10 -5-16-46400	AUG23 CONTRIBUTION	83,333.33	GENERAL	POLICE	PPNS CONTRB/PPRT
GALLS, AN ARAMARK CO. L	10 -5-16-47100	LEARY CA	85.58	GENERAL	POLICE	CLOTHING ALLOWANCE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
RAY O'HERRON CO., INC	10 -5-16-47100	CREDI CA	136.75	GENERAL	POLICE	CLOTHING ALLOWANCE
CARDMEMBER SERVICE	10 -5-16-51100	WINDOW CLINGS	86.07	GENERAL	POLICE	R&M/BUILDINGS
CARDMEMBER SERVICE	10 -5-16-51200	RADIO REPAIR	19.94	GENERAL	POLICE	R&M/EQUIPMENT
HALM'S MOTOR SERVICE	10 -5-16-51300	LIGHT BULB	19.90	GENERAL	POLICE	R&M/VEHICLES
ATD OF LASALLE COUNTY	10 -5-16-51300	VEHICLE NAME CHANGE	57.00	GENERAL	POLICE	R&M/VEHICLES
HALM'S MOTOR SERVICE	10 -5-16-51300	HEADLIGHTS	89.96	GENERAL	POLICE	R&M/VEHICLES
HALM'S MOTOR SERVICE	10 -5-16-51300	FLOOR LINERS	199.98	GENERAL	POLICE	R&M/VEHICLES
JEFF PERRY BUICK GMC IN	10 -5-16-51300	PPD10 MNTNCE	287.87	GENERAL	POLICE	R&M/VEHICLES
ZIEBART	10 -5-16-51300	SQ15 MNTNCE	550.00	GENERAL	POLICE	R&M/VEHICLES
LEONE'S POLARIS	10 -5-16-51300	PPD22 MNTNCE	1,167.33	GENERAL	POLICE	R&M/VEHICLES
SUNNY COMMUNICATIONS, I	10 -5-16-51300	RADIO REPAIR	1,241.00	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD24 MNTNCE	2,594.36	GENERAL	POLICE	R&M/VEHICLES
SCHIMMER INC	10 -5-16-51300	PPD43 MNTNCE	3,831.85	GENERAL	POLICE	R&M/VEHICLES
DUNCAN & BRANDT	10 -5-16-54950	ADJ HEARING-JULY 23	166.67	GENERAL	POLICE	ADM HEARING EXP
BENJAMIN BENTLEY	10 -5-16-55500	LUNCH/TRAINING REIMB	10.47	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
BENJAMIN BENTLEY	10 -5-16-55500	TRNG MEAL REIMB	30.00	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
CARDMEMBER SERVICE	10 -5-16-55500	WRIGHT-TRNG CLASS	249.00	GENERAL	POLICE	MEETINGS/EDUC & SAFETY EXP
PEERLESS NETWORK	10 -5-16-56100	65546-2650 PEORIA ST	162.77	GENERAL	POLICE	TELEPHONE
COMCAST BUSINESS	10 -5-16-56100	POLC PHONE TO 8/15	406.61	GENERAL	POLICE	TELEPHONE
COMCAST BUSINESS	10 -5-16-56100	POLC INTERNET TO 8/15	710.00	GENERAL	POLICE	TELEPHONE
FICEK ELECTRIC & COMMUN	10 -5-16-59900	ANN FIRE ALARM	456.00	GENERAL	POLICE	CONTRACTUAL SERVICE
GRAPHIC ELECTRONICS INC	10 -5-16-65200	ATKINS WALL PLATE	10.00	GENERAL	POLICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-16-65200	TAPE	13.79	GENERAL	POLICE	OPERATING SUPPLIES
BOUND TREE MEDICAL LLC	10 -5-16-65200	SOAP	117.99	GENERAL	POLICE	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-16-65200	POLC SUPPLIES	193.80	GENERAL	POLICE	OPERATING SUPPLIES
BOUND TREE MEDICAL LLC	10 -5-16-65200	GLOVES	424.62	GENERAL	POLICE	OPERATING SUPPLIES
BRIDGEVIEW VETERINARY H	10 -5-16-65220	K9 BOARDING	284.34	GENERAL	POLICE	SPECIAL PROGRAMS EXPENSE
US BANK VOYAGER FLEET S	10 -5-16-65500	JUNE23 FUEL- POLC	5,333.69	GENERAL	POLICE	FUEL & OIL VEHICLES
FLOCK SAFETY	10 -5-16-88300	CAMERA INSTALL/SOFTWARE	27,500.00	GENERAL	POLICE	NEW EQUIP/COMPUTR & WEBSITE
STERICYCLE, INC.	10 -5-16-92900	SYRINGE PICK UP	322.24	GENERAL	POLICE	MISCELLANEOUS EXPENSE
PERU FIREFIGHTERS PENSI	10 -5-17-46400	AUG23 CONTRIBUTION	12,500.00	GENERAL	FIRE	FIRE PENS/PPRT CONTRIB
CARDMEMBER SERVICE	10 -5-17-51200	DRONE BATTERY/EMS EQUIP	376.27	GENERAL	FIRE	R&M/EQUIPMENT
CARDMEMBER SERVICE	10 -5-17-51200	GAS METERS	563.54	GENERAL	FIRE	R&M/EQUIPMENT
SANDRY FIRE SUPPLY LLC	10 -5-17-51200	ANN SVC 2022	751.33	GENERAL	FIRE	R&M/EQUIPMENT
SANDRY FIRE SUPPLY LLC	10 -5-17-51200	HOSE REEL	4,460.55	GENERAL	FIRE	R&M/EQUIPMENT
LEONE'S POLARIS	10 -5-17-51300	BRAKE KIT	95.82	GENERAL	FIRE	R&M/VEHICLES
MARTIN EQUIPMENT OF IL	10 -5-17-51300	#314 HOSE	253.66	GENERAL	FIRE	R&M/VEHICLES
CENTRAL IL RADIOLOGICAL	10 -5-17-53420	KROLAK-MED SVCS	55.00	GENERAL	FIRE	MEDICAL SERVICES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
TARGETSOLUTIONS LEARNIN	10 -5-17-55510	FIRE TRAINING	4,075.19	GENERAL	FIRE	SAFETY TRAINING
VERIZON WIRELESS	10 -5-17-56100	815-712-2165 FIRE DEPT1	49.82	GENERAL	FIRE	TELEPHONE
PEERLESS NETWORK	10 -5-17-56100	1128974-816 W ST	59.73	GENERAL	FIRE	TELEPHONE
VERIZON WIRELESS	10 -5-17-56100	815-712-2166 FIRE DEPT2	649.82	GENERAL	FIRE	TELEPHONE
CINTAS CORP #396	10 -5-17-59900	FIRE MATS/SUPPL	30.29	GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORP #396	10 -5-17-59900	FIRE MATS/SUPPL	30.29	GENERAL	FIRE	CONTRACTUAL SERVICE
EMERGENCY SERVICES MARK	10 -5-17-59900	RESPONSE SOFTWARE	660.00	GENERAL	FIRE	CONTRACTUAL SERVICE
COMMUNICATION WORKS	10 -5-17-59900	GARAGE CLEAN UP	2,500.00	GENERAL	FIRE	CONTRACTUAL SERVICE
HINCKLEY SPRINGS	10 -5-17-65200	FIRE- WATER SVC	104.43	GENERAL	FIRE	OPERATING SUPPLIES
CARDMEMBER SERVICE	10 -5-17-65200	LAUNDRY BASKETS	141.72	GENERAL	FIRE	OPERATING SUPPLIES
CARDMEMBER SERVICE	10 -5-17-65200	EMS SUPPL	237.07	GENERAL	FIRE	OPERATING SUPPLIES
MES-ILLINOIS	10 -5-17-65200	SCENE LIGHT	539.00	GENERAL	FIRE	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-17-65500	JUNE23 FUEL- IT	115.33	GENERAL	FIRE	FUEL & OIL VEHICLES
CARDMEMBER SERVICE	10 -5-17-65500	FUEL/OIL CHANGE	216.51	GENERAL	FIRE	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	10 -5-17-65500	JUNE23 FUEL- FIRE	1,328.71	GENERAL	FIRE	FUEL & OIL VEHICLES
CARDMEMBER SERVICE	10 -5-17-66520	PANTS & BOOTS	368.69	GENERAL	FIRE	TURNOUT/SAFETY GEAR
CENTRAL BANK	10 -5-17-72370	FIRE TRUCK LOAN PAY2	18,978.84	GENERAL	FIRE	INTEREST-PFSB LOAN
CENTRAL BANK	10 -5-17-88410	FIRE TRUCK LOAN PAY2	152,271.91	GENERAL	FIRE	FIRE TRUCK LOAN PRINC
CARDMEMBER SERVICE	10 -5-17-92900	SHIPPING	57.27	GENERAL	FIRE	MISCELLANEOUS EXP
CARDMEMBER SERVICE	10 -5-17-92900	THOMPSON-FLOWERS	170.87	GENERAL	FIRE	MISCELLANEOUS EXP
MARTIN EQUIPMENT OF IL	10 -5-19-51200	EQUIP MNTNCE MISAPPLIED	(282.97)	GENERAL	STREET	R&M/EQUIPMENT
CARDMEMBER SERVICE	10 -5-19-51200	PW MONITORS	254.98	GENERAL	STREET	R&M/EQUIPMENT
MARTIN EQUIPMENT OF IL	10 -5-19-51200	BUCKET ATTACHMENT TRADE	500.00	GENERAL	STREET	R&M/EQUIPMENT
SEICO, INC	10 -5-19-51200	KEYPAD UPGRADE	1,460.99	GENERAL	STREET	R&M/EQUIPMENT
NAPA AUTO PARTS	10 -5-19-51300	FUSE	7.45	GENERAL	STREET	R&M/VEHICLES
KING TIRE	10 -5-19-51300	S101 TIRE RPR	30.00	GENERAL	STREET	R&M/VEHICLES
KING TIRE	10 -5-19-51300	U508 TIRE RPR	30.00	GENERAL	STREET	R&M/VEHICLES
SCHOLLE BODY SHOP	10 -5-19-51300	E401 TOW TO BALDINS	275.00	GENERAL	STREET	R&M/VEHICLES
MATCO TOOLS	10 -5-19-51300	TABLET SCAN	1,500.00	GENERAL	STREET	R&M/VEHICLES
SHERWIN WILLIAMS CO	10 -5-19-51400	PAINT	45.00	GENERAL	STREET	R&M/STREETS
ADVANCED ASPHALT CO	10 -5-19-51400	SURFACE MIX	216.08	GENERAL	STREET	R&M/STREETS
SHERWIN WILLIAMS CO	10 -5-19-51400	SPRAY PAINT	374.14	GENERAL	STREET	R&M/STREETS
MERTEL GRAVEL CO	10 -5-19-51400	POHAR SUBDVSN-CONCRETE	755.00	GENERAL	STREET	R&M/STREETS
BURKART SUPPORT SERVICE	10 -5-19-53100	PROPERTY SEARCHES	54.75	GENERAL	STREET	ENGINEERING EXPENSE
WHEATLAND TITLE COMPANY	10 -5-19-53200	TITLE COMMITMENT	457.50	GENERAL	STREET	LEGAL FEES
WHEATLAND TITLE COMPANY	10 -5-19-53200	TITLE COMMITMENT	459.00	GENERAL	STREET	LEGAL FEES
WHEATLAND TITLE COMPANY	10 -5-19-53200	TITLE COMMITMENT	601.50	GENERAL	STREET	LEGAL FEES
VERIZON WIRELESS	10 -5-19-56100	779-732-0840 PW LAPTOP	48.58	GENERAL	STREET	TELEPHONE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
VERIZON WIRELESS	10 -5-19-56100	815-200-2897 PUB SVCS	49.82	GENERAL	STREET	TELEPHONE
PEERLESS NETWORK	10 -5-19-56100	1128977-1012 PEORIA ST	56.48	GENERAL	STREET	TELEPHONE
COMCAST BUSINESS	10 -5-19-56100	PW AUG23 PHONE	515.62	GENERAL	STREET	TELEPHONE
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	SIGNS	2,366.00	GENERAL	STREET	SIGNS
COMPASS MINERALS	10 -5-19-61300	ROAD SALT	4,291.67	GENERAL	STREET	SALT
COMPASS MINERALS	10 -5-19-61300	ROAD SALT	6,299.96	GENERAL	STREET	SALT
COMPASS MINERALS	10 -5-19-61300	ROAD SALT	8,088.52	GENERAL	STREET	SALT
MENARDS	10 -5-19-65200	SHOVEL	27.98	GENERAL	STREET	OPERATING SUPPLIES
MENARDS	10 -5-19-65200	SAFETY SUPPLIES	32.97	GENERAL	STREET	OPERATING SUPPLIES
MENARDS	10 -5-19-65200	SUPPLIES	93.79	GENERAL	STREET	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-19-65200	KITCHEN SUPPL	94.02	GENERAL	STREET	OPERATING SUPPLIES
UNITED RENTALS (NORTH A	10 -5-19-65200	CONES	161.39	GENERAL	STREET	OPERATING SUPPLIES
SNAP-ON TOOLS	10 -5-19-65200	TOOLS	174.55	GENERAL	STREET	OPERATING SUPPLIES
CARDMEMBER SERVICE	10 -5-19-65200	SHIRTS	190.20	GENERAL	STREET	OPERATING SUPPLIES
MIDWEST WHEEL COMPANIES	10 -5-19-65200	SURFACE MOUNT	327.52	GENERAL	STREET	OPERATING SUPPLIES
HYVEE	10 -5-19-65200	WATER	338.51	GENERAL	STREET	OPERATING SUPPLIES
US BANK VOYAGER FLEET S	10 -5-19-65500	JUNE23 FUEL- STREETS	101.84	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	106.32	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	1,105.70	GENERAL	STREET	FUEL & OIL VEHICLES
HYVEE	10 -5-19-65500	FUEL	1,486.50	GENERAL	STREET	FUEL & OIL VEHICLES
DEERE CREDIT INC	10 -5-19-72370	030-0075957-000-PAY 13	65.68	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-72370	030-0076061-000-PAY 9	140.81	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-72370	030-0075865-000-PAY 11	196.19	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-88400	030-0075957-000-PAY 13	473.79	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
DEERE CREDIT INC	10 -5-19-88400	030-0076061-000-PAY 9	932.38	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
DEERE CREDIT INC	10 -5-19-88400	030-0075865-000-PAY 11	1,354.84	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
VERIZON WIRELESS	10 -5-19-92900	779-717-8804 STREETS ONCALL	42.11	GENERAL	STREET	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-19-92900	815-228-1827 GARAGE	44.77	GENERAL	STREET	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-19-92900	815-202-6093 STRS FOREMAN	47.11	GENERAL	STREET	MISCELLANEOUS EXP
GRAINCO FS INC	10 -5-22-51100	MOUND CLAY	578.80	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
TEE JAY CENTRAL INC.	10 -5-22-51100	DOOR MNTCNE	1,517.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS
STUART TREE SERV	10 -5-22-51700	TREE TRIMMING BAKER LAKE	2,470.00	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
STUART TREE SERV	10 -5-22-51700	TREE REMOVAL	2,660.00	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
R & R LANDSCAPING & IRR	10 -5-22-51700	IRRIGATION REPAIR	2,860.00	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
PEERLESS NETWORK	10 -5-22-56100	1128988-1901 4TH ST-ADM	386.16	GENERAL	BUILDINGS & GROUNDS	TELEPHONE
CARDMEMBER SERVICE	10 -5-22-59900	SIRIUS RADIO	419.40	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
TREETOP PRODUCTS INCORP	10 -5-22-65000	BENCHES/PLAQUES	6,165.88	GENERAL	BUILDINGS & GROUNDS	BENCH PROGRAM
NATHAN BOUDREAU	10 -5-23-42100	BASEBALL CAMP ASST	59.20	GENERAL	PARKS	CAMP STIPENDS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
KATIE WELLNER	10 -5-23-42100	TENNIS CAMP ASST	137.50	GENERAL	PARKS	CAMP STIPENDS
CAM MIGNONE	10 -5-23-42100	BASEBALL CAMP ASST	148.50	GENERAL	PARKS	CAMP STIPENDS
TANYA HANCK	10 -5-23-42100	MESSY ART CAMP ASST	148.50	GENERAL	PARKS	CAMP STIPENDS
CLAIRE GUAREZ	10 -5-23-42100	SING CAMP ASST	148.50	GENERAL	PARKS	CAMP STIPENDS
SCOTT BLESSMAN	10 -5-23-42100	TENNIS CAMP DIR	229.18	GENERAL	PARKS	CAMP STIPENDS
KAYLA GUENTHER	10 -5-23-42100	MESSY ART CAMP DIR	247.50	GENERAL	PARKS	CAMP STIPENDS
KORI SUAREZ	10 -5-23-42100	SING CAMP DIR	247.50	GENERAL	PARKS	CAMP STIPENDS
SHARON LAMPS	10 -5-23-42100	ARTS & CRAFTS CAMP ASST	275.00	GENERAL	PARKS	CAMP STIPENDS
ELISABETH KAMKE	10 -5-23-42100	TENNIS CAMP ASST	275.00	GENERAL	PARKS	CAMP STIPENDS
ADAM SPENCER	10 -5-23-42100	BASKETBALL CAMP DIR	297.00	GENERAL	PARKS	CAMP STIPENDS
LUKE MOORE	10 -5-23-42100	SOCCER CAMP ASST	297.00	GENERAL	PARKS	CAMP STIPENDS
MARGARET HACHENBERGER	10 -5-23-42100	ARTS & CRAFTS CAMP DIR	458.34	GENERAL	PARKS	CAMP STIPENDS
JILL URBAN-BOLLIS	10 -5-23-42100	TENNIS CAMP DIR	458.34	GENERAL	PARKS	CAMP STIPENDS
MATT GUENTHER	10 -5-23-42100	BASKETBALL CAMP DIR	495.00	GENERAL	PARKS	CAMP STIPENDS
KEVIN KEATING	10 -5-23-42100	BASEBALL CAMP DIR	495.00	GENERAL	PARKS	CAMP STIPENDS
ANN MARIE DEPENBROCK	10 -5-23-42100	SOCCER CAMP DIR	495.00	GENERAL	PARKS	CAMP STIPENDS
CEDAR CREEK RANCH	10 -5-23-42100	SADDLE UP-NON RES	550.00	GENERAL	PARKS	CAMP STIPENDS
JENNIFER ZNANIECKI	10 -5-23-42100	COOKING CAMP CO-DIR	594.00	GENERAL	PARKS	CAMP STIPENDS
STEPHANIE ZNANIECKI	10 -5-23-42100	COOKING CAMP CO-DIR	594.00	GENERAL	PARKS	CAMP STIPENDS
SPRINGFIELD ELECTRIC	10 -5-23-51200	LIGHT- MCKINLEY PRK	234.57	GENERAL	PARKS	R&M/EQUIPMENT
CITY OF PERU	10 -5-23-51700	WALL BLOCK	13.85	GENERAL	PARKS	R&M/GROUNDS
A-1 MOBILE STORAGE SERV	10 -5-23-51700	PORTABLE OFFC-PISTOL SHRIMP	525.00	GENERAL	PARKS	R&M/GROUNDS
SHEARER TREE SERVICE	10 -5-23-51700	SUNSET PRK TREE REMVL	3,840.00	GENERAL	PARKS	R&M/GROUNDS
MENARDS	10 -5-23-57500	RIVER ROCK	11.96	GENERAL	PARKS	LANDSCAPING
CINTAS CORPORATION	10 -5-23-59900	REC GRG- CAB SERV	177.19	GENERAL	PARKS	CONTRACTUAL SERVICE
MAZE LUMBER COMPANY	10 -5-23-65200	DRIVE BIT	0.59	GENERAL	PARKS	OPERATING SUPPLIES
MAZE LUMBER COMPANY	10 -5-23-65200	DECK SCREWS	20.97	GENERAL	PARKS	OPERATING SUPPLIES
MENARDS	10 -5-23-65200	BATHROOM SUPPLIES	36.70	GENERAL	PARKS	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-23-65200	WIFI-PARKS	38.01	GENERAL	PARKS	OPERATING SUPPLIES
MENARDS	10 -5-23-65200	SPLASH PAD SUPPLIES	73.76	GENERAL	PARKS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-23-65200	FLAGS	280.13	GENERAL	PARKS	OPERATING SUPPLIES
MAZE LUMBER COMPANY	10 -5-23-65200	LUMBER	332.71	GENERAL	PARKS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-23-65200	SPEAKER SYSTEM	338.99	GENERAL	PARKS	OPERATING SUPPLIES
MAZE LUMBER COMPANY	10 -5-23-65200	LUMBER	341.32	GENERAL	PARKS	OPERATING SUPPLIES
MAZE LUMBER COMPANY	10 -5-23-65200	LUMBER	393.66	GENERAL	PARKS	OPERATING SUPPLIES
MAZE LUMBER COMPANY	10 -5-23-65200	LUMBER	425.44	GENERAL	PARKS	OPERATING SUPPLIES
HAWKINS, INC	10 -5-23-65200	SPLASH PAD- PH DOWN	520.82	GENERAL	PARKS	OPERATING SUPPLIES
ULINE	10 -5-23-65200	8 RECEPTACLE LIDS	1,050.23	GENERAL	PARKS	OPERATING SUPPLIES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
ULINE	10 -5-23-65200	2 GARB RECEPTACLES	1,573.90	GENERAL	PARKS	OPERATING SUPPLIES
ACTION FLAG CO	10 -5-23-65200	FLAGS	2,157.64	GENERAL	PARKS	OPERATING SUPPLIES
HVVEE	10 -5-23-65210	WATER- THE TASTE	129.60	GENERAL	PARKS	EVENTS/PROGRAMS
CREATIVE APPAREL	10 -5-23-65210	SUMMER CAMP SHIRTS	158.70	GENERAL	PARKS	EVENTS/PROGRAMS
SPRINGFIELD ELECTRIC	10 -5-23-65210	FOOD TRCK ELEC-4TH OF JULY	285.62	GENERAL	PARKS	EVENTS/PROGRAMS
KAYLA GUENTHER	10 -5-23-65210	CAMP SUPPLIES	368.36	GENERAL	PARKS	EVENTS/PROGRAMS
AXETREME THROWING	10 -5-23-65210	TASTE-AXE TRAILER RENTAL	600.00	GENERAL	PARKS	EVENTS/PROGRAMS
MATTHEW HARMON	10 -5-23-65210	TASTE OF IV	1,250.00	GENERAL	PARKS	EVENTS/PROGRAMS
SEMPLTON PRODUCTIONS L	10 -5-23-65210	TASTE BAND PERFORMANCE	2,500.00	GENERAL	PARKS	EVENTS/PROGRAMS
ADVANCED SANITATION	10 -5-23-65210	AIRSHOW PORTABLE TOILETS	3,050.00	GENERAL	PARKS	EVENTS/PROGRAMS
3-J PRODUCTIONS	10 -5-23-65210	TASTE OF IV MUSIC	3,750.00	GENERAL	PARKS	EVENTS/PROGRAMS
LADD SOUND PRODUCTIONS	10 -5-23-65210	TASTE OF IV SOUND	4,100.00	GENERAL	PARKS	EVENTS/PROGRAMS
EUCLID BEVERAGE	10 -5-23-65210	TASTE OF IV LIQUOR	4,458.50	GENERAL	PARKS	EVENTS/PROGRAMS
VERIZON WIRELESS	10 -5-23-92900	815-200-5058 THORSON	42.11	GENERAL	PARKS	MISCELLANEOUS EXP
VERIZON WIRELESS	10 -5-23-92900	815-681-8600 RECR DIR	49.82	GENERAL	PARKS	MISCELLANEOUS EXP
VALLEY APPLIANCE SALES	10 -5-24-51200	AIR FILTER	30.24	GENERAL	CEMETERY	R&M/EQUIPMENT
VALLEY APPLIANCE SALES	10 -5-24-51200	EQUIP SUPPLIES	132.09	GENERAL	CEMETERY	R&M/EQUIPMENT
VERIZON WIRELESS	10 -5-24-56100	779-732-0839 CMTRY LAPTOP	48.58	GENERAL	CEMETERY	TELEPHONE
PEERLESS NETWORK	10 -5-24-56100	1128981-2121 SHOOTING PARK RD	66.41	GENERAL	CEMETERY	TELEPHONE
SHEARER TREE SERVICE	10 -5-24-57500	JAP BEETLE TRTMNT	1,800.00	GENERAL	CEMETERY	LANDSCAPING
US BANK VOYAGER FLEET S	10 -5-24-65500	JUNE23 FUEL- CEMETARY	380.25	GENERAL	CEMETERY	FUEL & OIL VEHICLES
GOVERNMENT FINANCE OFFI	10 -5-26-55500	VIRTUAL FORUM	225.00	GENERAL	FINANCE	PROF DUES/EDUC/MEETING
VERIZON WIRELESS	10 -5-26-65200	WIFI-ROUNDS	36.01	GENERAL	FINANCE	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-26-92900	815-326-9307 FINANCE OFFICER	49.82	GENERAL	FINANCE	MISCELLANEOUS
CARDMEMBER SERVICE	10 -5-27-65200	MNTHLY DMARC-SUBSCR	17.99	GENERAL	IT	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-27-92900	779-717-8805 IT ASST	47.11	GENERAL	IT	MISCELLANEOUS
VERIZON WIRELESS	10 -5-27-92900	779-601-8091 IT DIR	110.53	GENERAL	IT	MISCELLANEOUS
CARDMEMBER SERVICE	10 -5-28-55500	LEXVID-EDUCATION	119.00	GENERAL	LEGAL	PROF DUES/EDUC/MEETING
VERIZON WIRELESS	10 -5-28-92900	815-780-0365 SCHWEICKERT	42.11	GENERAL	LEGAL	MISCELLANEOUS
PERU VOLUNTEER AMBULANC	10 -5-29-52802	AUG23 SVCS	6,719.60	GENERAL	HR/HEALTH & WELFARE	AMBULANCE CONTRACT
AMAZON CAPITAL SERVICES	10 -5-29-65200	PRIZE WHEEL	31.98	GENERAL	HR HEALTH&WELLNESS	OPERATING SUPPLIES
VERIZON WIRELESS	10 -5-29-92900	815-200-5047 REESE	42.11	GENERAL	HR HEALTH&WELLNESS	MISCELLANEOUS
REPUBLIC SERVICES #792	21 -5-90-57060	AUG23 SCAVENGER	75,808.95	GARBAGE	OPERATING EXPENSES	SCAVENGER CONTRACT
THE ECONOMIC DEV GROUP,	29 -5-90-53400	IND PK TIF2 1ST 1/2 23FEES	2,289.00	PERU INDUSTRIAL PARK T	OPERATING EXPENSES	ADMIN/PROF FEES
THE ECONOMIC DEV GROUP,	29 -5-90-53400	IND PK TIF2 1ST 1/2 23 FEES	9,156.00	PERU INDUSTRIAL PARK T	OPERATING EXPENSES	ADMIN/PROF FEES
THE ECONOMIC DEV GROUP,	30 -5-90-53400	N COMM TIF3 1ST 1/2 FEES	1,207.90	NORTH PERU TIF	OPERATING EXPENSES	ADMIN/PROF FEES
THE ECONOMIC DEV GROUP,	30 -5-90-53400	N COMM TIF3 1ST 1/2 FEES	4,831.60	NORTH PERU TIF	OPERATING EXPENSES	ADMIN/PROF FEES
THE ECONOMIC DEV GROUP,	31 -5-90-53400	DWNTWN TIF4 2ND QRT FEES	1,455.50	DOWNTOWN TIF	OPERATING EXPENSES	LEGAL/PROF FEES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
THE ECONOMIC DEV GROUP,	31 -5-90-53400	DWNTWN TIF4 2ND QTR FEES	5,822.00	DOWNTOWN TIF	OPERATING EXPENSES	LEGAL/PROF FEES
THE ECONOMIC DEV GROUP,	32 -5-90-53400	MALL TIF5 2ND QTR 23 FEES	276.75	PERU MALL TIF	OPERATING EXPENSES	LEGAL/PROF FEES
THE ECONOMIC DEV GROUP,	32 -5-90-53400	MALL TIF5 2ND QTR 23 FEES	1,107.00	PERU MALL TIF	OPERATING EXPENSES	LEGAL/PROF FEES
THE ECONOMIC DEV GROUP,	33 -5-90-53400	MVP TIF6 2ND QTR FEES	375.00	MVP TIF	OPERATING EXPENSES	LEGAL/PROF FEES
THE ECONOMIC DEV GROUP,	33 -5-90-53400	MVP TIF6 2ND QTR FEES	1,500.00	MVP TIF	OPERATING EXPENSES	LEGAL/PROF FEES
DEERE CREDIT INC	60 -20340	030-0076055-000-PAY 8	929.86	UTILITY	NA	LEASE PURCHASE PAYABLE
DEERE CREDIT INC	60 -20340	030-0075866-000/PAY 10	1,327.61	UTILITY	NA	LEASE PURCHASE PAYABLE
SAVVY CUSTOM TEES LLC	60 -5-15-47100	SHIRTS	380.40	UTILITY	ADMINISTRATIVE	CLOTHING ALLOWANCE
SLATE ROCK FR	60 -5-15-47200	DOUCETTE UNIF	(411.68)	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
SLATE ROCK FR	60 -5-15-47200	DOUCETTE UNIF	171.68	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
SLATE ROCK FR	60 -5-15-47200	DOUCETTE UNIF	762.10	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
KLEIN THORPE & JENKINS L	60 -5-15-53200	JUNE23 LEGAL	114.00	UTILITY	ADMINISTRATIVE	LEGAL FEES
MERCHANT SERVICES	60 -5-15-53500	MAY23 CC FEES	112.23	UTILITY	ADMINISTRATIVE	BANK FEES/SERVICE CHARGES
PEERLESS NETWORK	60 -5-15-56100	1128979 4005 PLANK RD	238.94	UTILITY	ADMINISTRATIVE	TELEPHONE
CINTAS CORP #396	60 -5-15-59900	ELEC MATS/SUPPL	86.77	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	ELEC MATS/SUPPL	86.77	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORPORATION	60 -5-15-59900	ELEC-CAB SERV	90.70	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	PW MATS/SUPPL	211.59	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
APPLE PRESS	60 -5-15-65200	HYDRANT USAGE	158.90	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
BRANDON BERTULI	60 -5-15-93000	EPA CERT REIMB	30.00	UTILITY	ADMINISTRATIVE	LICENSE/PERMITS
GENERAL FUND	60 -5-15-99200	AUG23 FRANCHISE FEE	139,089.57	UTILITY	ADMINISTRATIVE	FRANCHISE FEE
COMMUNICATION WORKS	60 -5-61-51100	RADIO INSTALL	1,942.50	UTILITY	POWER & GENERATION	R&M/BUILDINGS
CARDMEMBER SERVICE	60 -5-61-51200	ELEC CABLE	202.10	UTILITY	POWER & GENERATION	R&M/EQUIPMENT
JOHN'S SERVICE & SALES	60 -5-61-51200	AC UNIT MNTCNE	236.25	UTILITY	POWER & GENERATION	R&M/EQUIPMENT
TOWN & COUNTRY SERVICES	60 -5-61-51208	GENRTR MNTNCE	1,199.00	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
ALTORFER INDUSTRIES, IN	60 -5-61-51208	GEN #12 MNTNCE	1,905.54	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
ALTORFER INDUSTRIES, IN	60 -5-61-51208	GEN #16 MNTNCE	2,041.35	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
ALTORFER INDUSTRIES, IN	60 -5-61-51208	GEN #15 MNTNCE	2,041.35	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
ALTORFER INDUSTRIES, IN	60 -5-61-51208	GEN #15 MNTNCE	3,138.00	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
SHERWIN WILLIAMS CO	60 -5-61-65200	PAINT PAIL	31.36	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
ANIXTER INC	60 -5-61-65200	HEAVY DUTY WIPES	309.90	UTILITY	POWER & GENERATION	OPERATING SUPPLIES
FLETCHER-REINHARDT CO	60 -5-62-51290	FUSE LINKS	46.60	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	BRACKET	54.22	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
MENARDS	60 -5-62-51290	SUPPL POHAR SUB	84.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	BRACKETS	108.44	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	222.50	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	CLAMP	298.79	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPL	393.30	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
MENARDS	60 -5-62-51290	POHAR SUB	468.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	WIRE	595.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	50Q PARTS	725.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DISTR SUPPLIES	956.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	TAPE SHIELD	1,460.16	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	CLAMPS	1,937.50	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	DIST SUPPLIES	2,040.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	WIRE	4,250.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-51290	CONDUCTOR	4,407.60	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
MENARDS	60 -5-62-65200	SUPPLIES	43.04	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
ANIXTER INC	60 -5-62-65200	POLECRETE	623.60	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
CENTRAL MILLWRIGHT SERV	60 -5-64-51200	WELD FLOOR	2,233.46	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
IGTS (INDUSTRIAL GAS TU	60 -5-64-51200	GENERATOR BORE SCOPE	5,650.00	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
PEERLESS NETWORK	60 -5-64-56100	1128971 952 N 27TH	163.74	UTILITY	HYDROELECTRIC PLANT	TELEPHONE
MENARDS	60 -5-64-65200	SUPPLIES	105.73	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
MENARDS	60 -5-64-65200	SUPPLIES	115.55	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
MENARDS	60 -5-64-65200	SUPPLIES	123.91	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
TOEDTER OIL CO INC	60 -5-64-65200	COUPLING GREASE	179.34	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
TOEDTER OIL CO INC	60 -5-64-65200	DRUM OIL	2,070.95	UTILITY	HYDROELECTRIC PLANT	OPERATING SUPPLIES
CENTRAL MILLWRIGHT SERV	60 -5-72-51200	GUARD WLDNG WORK	923.76	UTILITY	WATER TREATMENT	R&M EQUIPMENT
COMPLETE INTEGRATION &	60 -5-72-51200	PROGRMMG SVC LABOR	1,524.00	UTILITY	WATER TREATMENT	R&M EQUIPMENT
TEST INC.	60 -5-72-52804	WTR/WWTP CONTRACT	23,331.63	UTILITY	WATER TREATMENT	WS/WWTP SERVICE CONTRACT
PEERLESS NETWORK	60 -5-72-56100	1128970 2901 PEORIA ST	114.70	UTILITY	WATER TREATMENT	TELEPHONE
MIDWEST SALT	60 -5-72-61300	SALT	3,337.50	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,402.00	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,588.00	UTILITY	WATER TREATMENT	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,724.50	UTILITY	WATER TREATMENT	SALT
HAWKINS, INC	60 -5-72-62000	CHLORINE CYLINDERS	20.00	UTILITY	WATER TREATMENT	CHEM FOR PH/IRON CONTROL
HAWKINS, INC	60 -5-72-62000	AZONE	705.51	UTILITY	WATER TREATMENT	CHEM FOR PH/IRON CONTROL
HAWKINS, INC	60 -5-72-62000	SODIUM THIOSULFATE/AZONE	1,826.42	UTILITY	WATER TREATMENT	CHEM FOR PH/IRON CONTROL
COLUMBIA PIPE & SUPPLY	60 -5-72-65200	PVC	32.70	UTILITY	WATER TREATMENT	OPERATING SUPPLIES
COLUMBIA PIPE & SUPPLY	60 -5-72-65200	SUPPLES	101.84	UTILITY	WATER TREATMENT	OPERATING SUPPLIES
LEONE GRAIN & SUPPLY IN	60 -5-72-65200	GLYSTAR-HERBICIDE	242.50	UTILITY	WATER TREATMENT	OPERATING SUPPLIES
LEONE GRAIN & SUPPLY IN	60 -5-72-65200	GLYSTAR-HERBICIDE	500.00	UTILITY	WATER TREATMENT	OPERATING SUPPLIES
MENARDS	60 -5-73-51520	PARTS/POHAR SERVICE	77.68	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
MENARDS	60 -5-73-51520	PARTS-11TH&CHICAGO	206.31	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
MENARDS	60 -5-73-51520	PARTS 12TH ST	265.45	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
UTILITY EQUIPMENT CO	60 -5-73-51520	12TH & CHICAGO WM	761.00	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
CORE&MAIN	60 -5-73-51520	CLAMP	1,384.12	UTILITY	WATER DISTRIBUTION	R&M/WATER MAINS
UTILITY EQUIPMENT CO	60 -5-73-51525	5TH & NEW ORLEANS ST	617.17	UTILITY	WATER DISTRIBUTION	R&M HYDRANTS
FERGUSON WATERWORKS	60 -5-73-52960	PRTS	3,658.25	UTILITY	WATER DISTRIBUTION	R&M METERS
PEERLESS NETWORK	60 -5-73-56100	1128984 700 30TH ST	56.48	UTILITY	WATER DISTRIBUTION	TELEPHONE
PEERLESS NETWORK	60 -5-73-56100	1128982 1352 E ROCK ST	323.27	UTILITY	WATER DISTRIBUTION	TELEPHONE
MENARDS	60 -5-73-65200	SUPPLIES	7.93	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	TEST GAUGE	8.99	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	SUPPLIES	99.94	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
MENARDS	60 -5-73-65200	W203 SUPPLIES	126.57	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
FASTENAL CO	60 -5-73-65200	CABLE TIES	228.32	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
CORE&MAIN	60 -5-73-65200	CLAMPS	257.76	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
CARDMEMBER SERVICE	60 -5-73-65210	SHIRTS	190.20	UTILITY	WATER DISTRIBUTION	SAFETY SUPPLIES
VERIZON WIRELESS	60 -5-73-92900	815-664-8225 WATER DEPT	36.01	UTILITY	WATER DISTRIBUTION	MISCELLANEOUS EXP
VERIZON WIRELESS	60 -5-73-92900	815-664-8428 WATER DEPT	36.01	UTILITY	WATER DISTRIBUTION	MISCELLANEOUS EXP
VERIZON WIRELESS	60 -5-73-92900	779-717-8806 WATER ON CALL	42.11	UTILITY	WATER DISTRIBUTION	MISCELLANEOUS EXP
VERIZON WIRELESS	60 -5-73-92900	815-202-6197 WATER FOREMAN	47.11	UTILITY	WATER DISTRIBUTION	MISCELLANEOUS EXP
GEOSYNTEC CONSULTANTS	60 -5-74-53100	NARP	1,890.50	UTILITY	WATER DISPOSAL PLANT	ENGINEERING
BALDIN'S GARAGE	60 -5-75-51300	E204 MNTNCE	187.50	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
COMMUNICATION WORKS	60 -5-75-51300	E203/E301 MNTNCE	200.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E401 MNTNCE	3,755.64	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
BALDIN'S GARAGE	60 -5-75-51300	E401 MNTNCE	4,555.87	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
STANDARD EQUIPMENT CO	60 -5-75-51300	NEW VACTOR MNTNCE AGRMNT	95,000.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
US BANK VOYAGER FLEET S	60 -5-75-65500	JUNE23 FUEL- WATER	92.90	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
HYVEE	60 -5-75-65500	FUEL	617.49	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
US BANK VOYAGER FLEET S	60 -5-75-65500	JUNE23 FUEL-ELEC	1,708.60	UTILITY	TRUCKS & VEHICLES	FUEL & OIL VEHICLES
IL SECRETARY OF STATE	60 -5-75-93100	METER VAN- PLATES ONLY	8.00	UTILITY	TRUCKS & VEHICLES	LICENSE/TITLE FEES
STANDARD EQUIPMENT CO	60 -5-75-93100	VACTOR LIC&TITLE	173.00	UTILITY	TRUCKS & VEHICLES	LICENSE/TITLE FEES
DEERE CREDIT INC	60 -5-76-72370	030-0076055-000-PAY 8	143.33	UTILITY	BOND & INTEREST	INT-MERCH CAP RESOURC
DEERE CREDIT INC	60 -5-76-72370	030-0075866-000/PAY 10	196.36	UTILITY	BOND & INTEREST	INT-MERCH CAP RESOURC
UUSCO OF ILLINOIS INC	60 -5-77-88000	2 M FORCE SWITCHES	17,370.00	UTILITY	PLANT & EQUIPMENT	NEW EQUIPMENT
GASVODA & ASSOCIATES IN	60 -5-77-88000	WWTP SLUDGE PRESS CAKE PUMP	56,935.24	UTILITY	PLANT & EQUIPMENT	NEW EQUIPMENT
GOLF MILL MOTOR SALES	60 -5-77-88400	2023 VAN FOR WATER	37,322.26	UTILITY	PLANT & EQUIPMENT	NEW VEHICLES
STANDARD EQUIPMENT CO	60 -5-77-88400	NEW VACTOR	522,805.63	UTILITY	PLANT & EQUIPMENT	NEW VEHICLES
STOTT CONTRACTING, LLC	60 -5-77-88432	MVP WS PH1	302,926.50	UTILITY	PLANT & EQUIPMENT	MVP DEVELOPMENT
PACE ANALYTICAL SERVICE	80 -5-90-53850	LF2 TEST 2023 Q2	16,295.78	LANDFILL	OPERATING EXPENSES	ANALYSIS OF SAMPLES
MENARDS	85 -5-90-52650	LED LIGHT	165.94	AIRPORT	OPERATING EXPENSES	R&M RUNWYS/APRNS/HNGR FL
PEERLESS NETWORK	85 -5-90-56100	1128973-4251 ED URBAN DR	306.95	AIRPORT	OPERATING EXPENSES	TELEPHONE
Total Accts Payable Disbursements			\$ 1,851,517.13			

City of Peru Payroll Totals

GENERAL FUND

10 ELECTED OFFICIALS	4,027.83
12 CLERK'S OFFICE	2,481.14
14 ENGINEER	15,341.81
15 ADMINISTRATIVE	1,299.30
16 POLICE	100,293.46
17 FIRE	28,275.21
19 STREET	33,152.64
22 BUILDING & GROUNDS (Summer Temp)	31,795.25
23 PARKS	14,375.83
24 CEMETERY	6,482.08
25 CITY GARAGE	7,136.00
26 FINANCE	9,108.05
27 IT	7,423.10
28 LEGAL	6,693.49
29 HUMAN RESOURCES	6,509.69

10 TOTAL GENERAL FUND

\$ 274,394.88

UTILITY FUND

12 CLERK'S OFFICE	6,066.01
15 ADMINISTRATIVE	2,568.45
61 POWER & GENERATION	11,295.24
62 DISTRIBUTION SYSTEM	37,400.59
64 HYDROELECTRIC PLANT	5,836.48
73 WATER DISTRIBUTION	23,845.79

60 TOTAL UTILITY FUND

\$ 87,012.56

TOTAL ALL PAYROLL EXPENSE

\$ 361,407.44

**CITY OF PERU
PAYMENTS BY WIRE**

15 INSURANCE FUND

JUNE INSURANCE PREMIUMS	118,381.44
JULY INSURANCE PREMIUMS	122,451.80
JUNE IPBC HRA/FSA	1,020.40
JULY IPBC HRA/FSA	1,845.64
MAY IPBC ADMIN FEES	359.70
JUNE IPBC ADMIN FEES	359.34

TOTAL \$ 244,418.32



Post Office Box 299
Peru, Illinois 61354

July 27, 2023

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

RE: Petition of Joe Zhou d/b/a PWJZ Enterprises LLC
1519 Water Street – Short-Term Rental

Gentlemen:

Pursuant to legal notice published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru convened for a public hearing on Wednesday, July 26, 2023, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Joe Zhou d/b/a PWJZ Enterprises LLC (“Petitioner”) concerning real estate commonly known as 1519 Water Street, legally described as follows:

That portion of the middle 20 feet of Lot 8 in Block 153 in the Ninewa Addition to the town, now City of Peru which lies south of the Chicago, Rock Island and Pacific Railroad Company’s right of way (excepting and reserving herefrom any and all coal, minerals and mining rights), all situated in LaSalle County, Illinois.

PIN: 17-20-216-012 (hereinafter, “Property”).

Petitioner desires to offer the apartment on the 2nd and 3rd floor of the Property as a short-term rental through Airbnb and similar websites and seeks a Special Use for “Bed and Breakfast Establishments and Short-Term Rentals when located above the first floor and located South of 4th Street, licensed and regulated in accordance with the applicable provisions of the City of Peru Code of Ordinances” pursuant to Section 12.03(d)(15) of the City’s Zoning Ordinance. The Property is zoned M-2 Manufacturing District.

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

Petitioner Joe Zhou appeared and was duly sworn. Mr. Zhou testified that the short-term rental is bringing outside tourism to Peru to stay for the weekend. Petitioner stated that approximately a year and a half ago, he came to the City Clerk’s office and asked for a license to operate the short-

term rental and was told there was no such license. He figured it was the same as Ottawa, where a license was not required. He subsequently began renting the apartment out on Airbnb approximately 8-12 days per month. He charged \$200 per night during the week and \$225 per night on weekends. Petitioner testified further that guests would go out to eat at his restaurant on the ground floor of the Property, Koi Sushi and Hibachi, or otherwise eat and spend money locally here in Peru. These guests typically come from Chicago, Springfield, or Wisconsin and stay here while visiting Starved Rock.

The Petitioner testified further that the short-term rental would typically bring in \$1,000 of revenue per booking. He acknowledged that the revenue would be subject to the City's 7% hotel/motel tax, generating about \$2,500 per year of hotel tax, in addition to sales tax from visiting tourists. Petitioner acknowledged that the City has nice hotels but said all you get if you stay there is two beds. There is no living room, no kitchen for cooking, or other amenities for guests.

A discussion was had concerning collection of hotel tax. Corporation Counsel Schweickert said that Airbnb has entered into agreements with municipalities to automatically collect and remit taxes to as part of the bookings. However, Airbnb has not responded to Attorney Schweickert's request for such an agreement. In addition, other websites like VRBO do not offer that service at all. Attorney Schweickert stated the City requires the short-term rental owner to provide copies of their host transaction reports from these websites along with the tax return monthly. This will allow the City to verify the accuracy of the gross receipts being reported. While this may seem burdensome for some, Attorney Schweickert said the short-term rental is a business and must be operated accordingly. The Petitioner agreed and said it was not an issue.

In response to questioning from Chairman Miller, Mr. Zhou said the City previously inspected the Property and that he will meet all applicable codes. Attorney Schweickert noted that if the City approves the requested special use, the Petitioner will be required to pay an additional \$150 inspection fee. Approval of the license to operate the short-term rental is conditional on passing the inspection.

In response to questioning from Member Brady, Mr. Zhou said there are two ingress/egress doors. One is in the front by the restaurant entry, and the other is on the 2nd floor in the back going out to the railroad tracks. Additionally, Mr. Zhou said an emergency throw ladder is available by the window on the 3rd floor.

In response to questioning from Attorney Schweickert, Petitioner said most of his guests are tourists, but he has had some longer-term work stays.

Member Grabowski asked if the Property would require a sprinkler system. Attorney Schweickert responded that code compliance will be reviewed as part of the inspection. If there are issues identified, they will need to be rectified before the license is approved.

There were no public comments or objections.

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

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

Member Lucas moved, and Member Becker seconded, to favorably recommend the City Council approve the Petition as prayed for. The motion passed: 4 aye, Member Grabowski voting nay, and 2 Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the
Planning/Zoning Commission

ORDINANCE NO _____

**AN ORDINANCE GRANTING A SPECIAL USE AS SOUGHT BY THE
PETITION OF JOE ZHOU d/b/a PWJZ ENTERPRISES LLC
CONCERNING PROPERTY LOCATED AT 1519 WATER STREET,
PERU, ILLINOIS**

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru conducted a public hearing on July 26, 2023, to consider the Petition of Joe Zhou d/b/a PWJZ Enterprises LLC (“Petitioner”) concerning property commonly known as 1519 Water Street in the City of Peru, Illinois, legally described as follows:

That portion of the middle 20 feet of Lot 8 in Block 153 in the Ninewa Addition to the town, now City of Peru which lies south of the Chicago, Rock Island and Pacific Railroad Company’s right of way (excepting and reserving herefrom any and all coal, minerals and mining rights), all situated in LaSalle County, Illinois.

PIN: 17-20-216-012 (“Property”); and

WHEREAS, the Property is zoned M-2 Manufacturing District; and

WHEREAS, Petitioner desires to offer the apartment on the 2nd and 3rd floor of the Property as a short-term rental through Airbnb and similar websites and seeks a Special Use for “Bed and Breakfast Establishments and Short-Term Rentals when located above the first floor and located South of 4th Street, licensed and regulated in accordance with the applicable provisions of the City of Peru Code of Ordinances” pursuant to Section 12.03(d)(15) of the City’s Zoning Ordinance; and

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

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

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

SECTION 2: The 2nd and 3rd floor of the Property is hereby granted a Special Use for “Bed and Breakfast Establishments and Short-Term Rentals when located above the first floor and located South of 4th Street, licensed and regulated in accordance with the applicable provisions of the City of Peru Code of Ordinances” pursuant to Section 12.03(d)(15) of the City’s Zoning Ordinance.

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

Nothing in this Ordinance shall be construed to allow for the operation of a bed and breakfast establishment or short-term rental without a valid license approved by the City Council, or to preempt any private covenants and restrictions that may be applicable to the Property.

SECTION 3: The City Council hereby approves Petitioner for a license to operate a short-term rental at the apartment located on the 2nd and 3rd floors of the Property. Said license and approval is conditional and shall not be effective unless and until the Property passes inspection as provided by City codes and ordinances.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval according to 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 31st day of July, 2023.

APPROVED: July 31, 2023

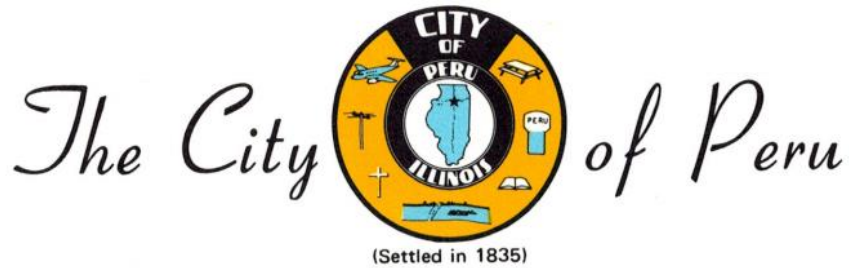
Ken Kolowski, Mayor

(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			



Post Office Box 299
Peru, Illinois 61354

July 27, 2023

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

RE: Petition of John and Jane Riva
Riva's Third Subdivision to the City of Peru (Part of PIN# 17-07-330-000)

Gentlemen:

Pursuant to legal notice published in the News Tribune in the manner provided by law, the Planning/Zoning Commission of the City of Peru convened for a public hearing on Wednesday, July 26, 2023, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of John Riva and Jane Riva ("Petitioners") concerning real estate generally located north of Shooting Park Road and east of Dalzell Road a/k/a Meridian Road, legally described as follows:

That part of the Southwest Quarter of Fractional Section 7, Township 33 North, Range 1 East of the Fourth Principal Meridian is described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Fractional Section 7; thence North 89 degrees 19 minutes 37 seconds East 367.94 feet along the South Line of said Southwest Quarter to the Point of Beginning; thence North 00 degrees 30 minutes 11 seconds West 410.00 feet; thence North 89 degrees 19 minutes 37 seconds East 316.50 feet to a point on the West Line of Riva's First Subdivision to the City of Peru; thence South 00 degrees 30 minutes 11 seconds East 410.00 feet along said West Line to said South Line; thence South 89 degrees 19 minutes 37 seconds West 316.50 feet along said South Line to the Point of Beginning, containing 2.979 acres, more or less, and all situated in the City of Peru, County of LaSalle, State of Illinois.

PIN: 17-07-330-000 (pt.) (hereinafter, "Property").

The Property is currently zoned M-2 Manufacturing District.

Petitioners desire to subdivide the Property and seek the following relief, to wit:

- (a) That the Property be rezoned from M-2 Manufacturing District to B-4 Highway Business District;
- (b) Approval of a text amendment to Section 11.05(d) of the City's Zoning Ordinance to add a special use for "single-family detached dwellings" in B-4 Highway Business Districts;
- (c) Waiver of all fees and impact fees including but not limited to, the plat review fee, the plan review fee, the construction inspection fee, water and sewer acreage fees, water and sewer front footage fees, and infrastructure construction inspection fees;
- (d) Waiver of the requirement that a Preliminary Plat be prepared and submitted for approval under Article III of the City's Subdivision and Site Development Regulations Ordinance ("Subdivision Ordinance");
- (e) Waiver of the requirement that a subdivision security be obtained from the subdivider pursuant to Article XII, Section 12.02 of the Subdivision Ordinance;
- (f) Approval of the Final Plat for Riva's Third Subdivision to the City of Peru, consisting of two lots;
- (g) Approval of a special use for single-family detached dwellings for both Lot 1 (1.500± ac.) and Lot 2 (1.116± ac) of Riva's Third Subdivision; and
- (h) For such other and further relief deemed necessary or appropriate.

Planning/Zoning Commission Members Miller, Lucas, Grabowski, Brady, and Becker were present at the hearing. Members Kalsto and Jones were absent. Attorney Jonathan Brandt appeared on behalf of the Petitioners and was duly sworn.

Attorney Brandt testified that Petitioners own approximately 52 acres in this location. The proposed Riva's Third Subdivision will consist of two lots: Lot 1 (1.5± acres) and Lot 2 (1.116± acres). A copy of the Final Plat of Riva's Third Subdivision is attached hereto. Lot 1 will be sold to a family member of Petitioners, and Lot 2 will be sold to Mr. Riva's son to build a home in the future. The remaining 49± acres, especially along Shooting Park Road and Dalzell Road, will likely develop as uses consistent with B-4 Highway Business District. Water, gas, and electric utilities are already on site to the Property. The City does not have sewer there at this time so the home builders will be required to install septic systems.

Attorney Brandt testified further that the closest home to the Property is just a few hundred feet to the east, where Mr. Riva's daughter and her husband, Rick Scheri, live. The area surrounding the Property is a mix of nice homes and businesses sitting on 1+ acre lots in a country setting with 40' setbacks from Shooting Park Road. The two lots in Riva's Third Subdivision will be no different and are 360' deep. There is a possibility that the Petitioners' remaining property north of Riva's Third Subdivision will develop as residential in the future, but there are no end users at the moment.

Attorney Brandt stated that the way he likes to develop is to wait for an end user, figure out exactly the acreage they desire, and then come back to do the subdivisions. Brandt complimented the City, stating that the City is very efficient with development, working quickly with petitioners to be heard and receive approval on short notice.

Attorney Brandt noted that he and Mr. Riva met with the City's Corporation Counsel, Scott Schweickert, and Director of Engineering and Zoning, Eric Carls, with respect to the Petition and have followed their input. Chairman Miller added that he had spoken with Engineer Carls the day prior, and he did not have any issues with the Petition. Chairman Miller noted the only zoning issue they have grappled with in the past is putting residential in a commercial area with the lights and signage that come with it conflicting with residential use. Attorney Brandt responded that if Petitioners were the first residential use there, he would be more concerned, but Petitioners certainly know the area and what is already there. If Petitioners do not like what develops around them, it would largely be their own fault.

Corporation Counsel Schweickert noted the Property is close to the western limits of the City. The greater 52± acres were annexed to the City in June of 2006 and zoned to M-2 Manufacturing District, the same zoning as the airport and other properties to the north. Directly to the east of the Property is an area zoned B-4 with mixed use developments that include a church, residential, and commercial businesses. M-2 and B-4 are the only zoning districts contiguous to the Property. Moreover, the land to the west of the Property is northeast of the Shooting Park Road and Dalzell Road intersection and will likely develop commercial in the future, so B-4 zoning would be appropriate. In an effort to avoid spot zoning the Property as a residential zoning district, Attorney Schweickert recommended that Petitioners seek a text amendment to the Zoning Ordinance that would allow single family detached dwellings as a special use in B-4. Schweickert added that, given the unique location of the Property and existing surrounding uses, the Property falls squarely in the considerations outlined in the City's Zoning Ordinance for a special use.

In response to questioning from Member Lucas, Chairman Miller indicated that Engineer Carls was okay with the requested waivers. Attorney Schweickert added that this is a simple two lot subdivision, and City utilities are already there except for sewer. Accordingly, there is not much to review from the City's perspective.

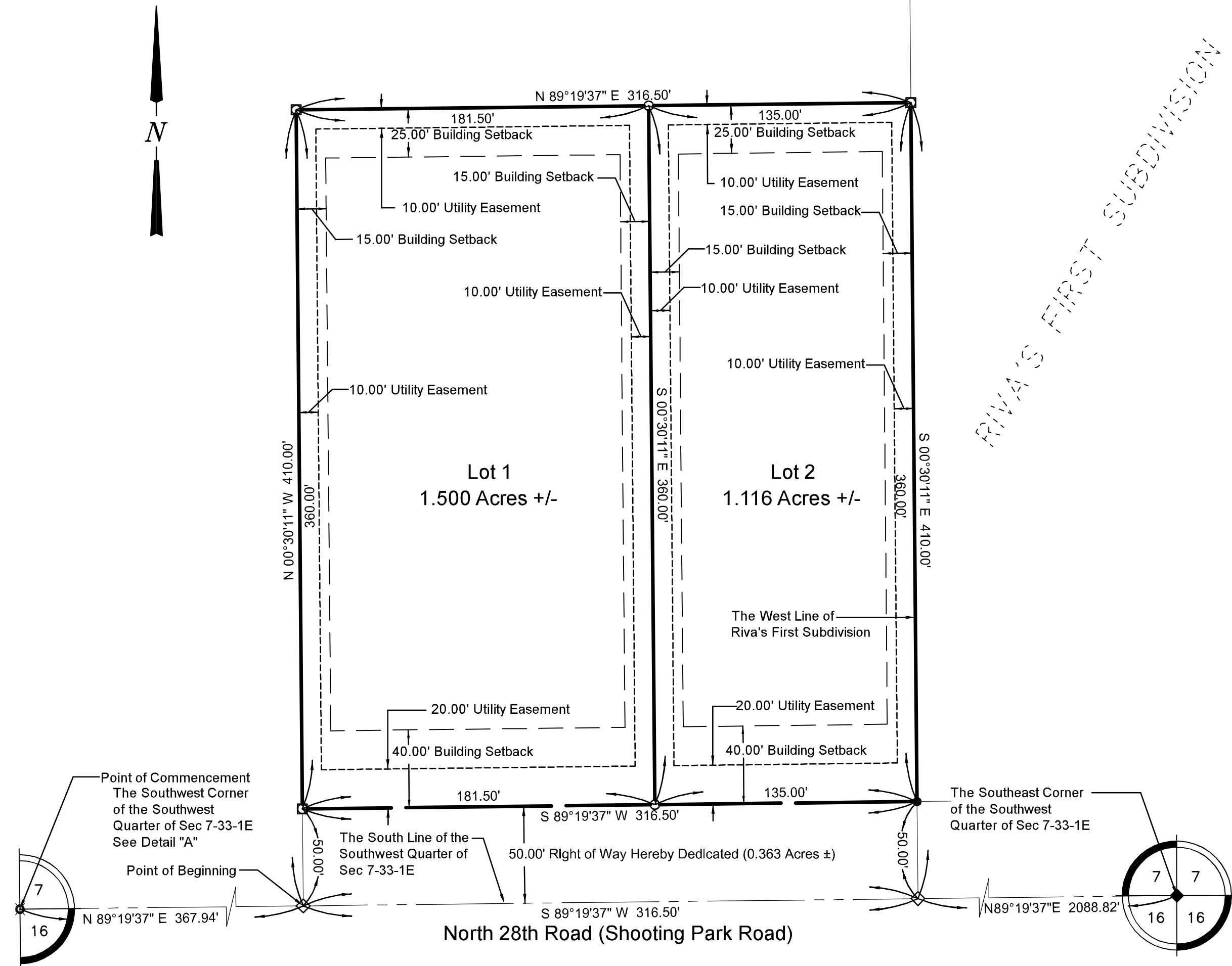
The Planning/Zoning Commission found the requested relief will not alter the essential character of the locality; will not be detrimental or injurious to other properties in the area; will not impair an adequate supply of light or air to adjacent properties, or increase the danger of fire, or endanger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

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

Respectfully submitted,

CARY MILLER, Chairman of the
Planning/Zoning Commission

FINAL PLAT RIVA'S THIRD SUBDIVISION TO THE CITY OF PERU LASALLE COUNTY, ILLINOIS

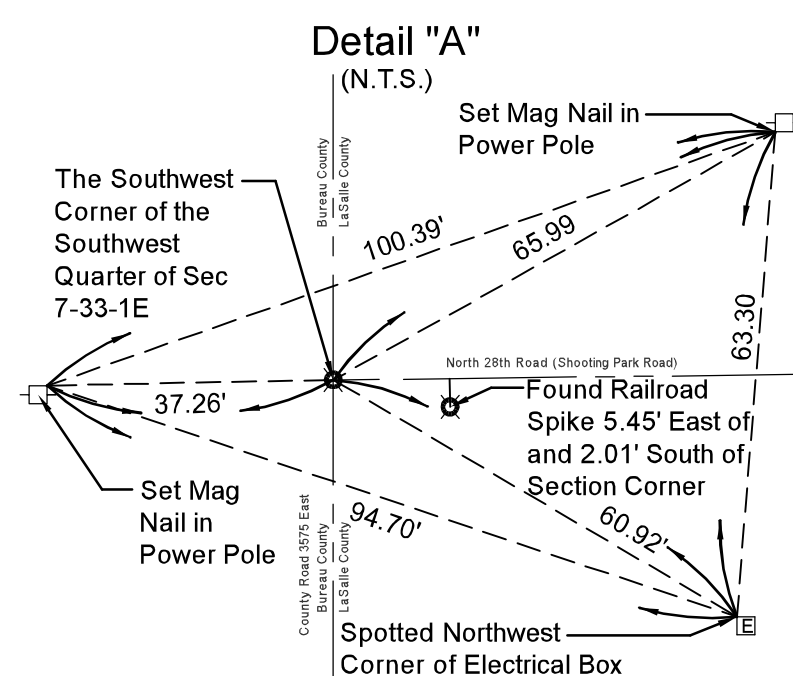


Survey Notes

- Recorded Documentation Utilized: DOC# 1998-27905, DOC# 1992-15852, & DOC# 1992-15854. All aforementioned documents filed at the LaSalle County Recorders Office.
- Field work complete on 04/27/2023
- Recorded Bearings Reference Illinois EAST ZONE Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.

Legend

●	Recovered Iron Pipe
◆	Recovered Nail
○	Recovered Railroad Spike
□	Set 3/4" Pipe in Concrete
+	Set 3/4" Pipe
⊕	Power Pole
---	Boundary of Property
- - -	Utility Easement
---	Building Setback Line
---	Governmental Section Line
---	Measured Bearing and Distance
---	Measured Distance



STATE OF ILLINOIS)
 SS)
COUNTY OF LASALLE)

This is to certify that I, Kenneth A. Giordano, Professional Illinois Land Surveyor No. 35-3550, have surveyed and subdivided the following property: as shown by the plat which is a correct representation of said survey and subdivision. All distances are shown in feet and decimals thereof.

Also, I do further certify that no part of the property covered by this plat is situated within 500 feet of any surface drain or water course serving a tributary area of 640 acres or more.

Also, I do further certify that Lots 1 and 2 depicted on this plat are not situated within a special flood hazard area as shown on flood hazard boundary map community panel no. 17011C0450C dated August 8, 2011.

Description of Property to be Subdivided

That part of the Southwest Quarter of Fractional Section 7, Township 33 North, Range 1 East of the Fourth Principal Meridian is described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Fractional Section 7; thence North 89 degrees 19 minutes 37 seconds East 367.94 feet along the South Line of said Southwest Quarter to the Point of Beginning; thence North 00 degrees 30 minutes 11 seconds West 410.00 feet; thence North 89 degrees 19 minutes 37 seconds East 316.50 feet to a point on the West Line of Riva's First Subdivision to the City of Peru; thence South 00 degrees 30 minutes 11 seconds East 410.00 feet along said West Line to said South Line; thence South 89 degrees 19 minutes 37 seconds West 316.50 feet along said South Line to the Point of Beginning, containing 2.979 acres, more or less, and all situated in the City of Peru, County of LaSalle, State of Illinois.

Kenneth A. Giordano
Illinois Professional Land Surveyor No 35-3550
k.giordano@ivsurveying.com



CITY OF PERU

STATE OF ILLINOIS)
 SS)
COUNTY OF LASALLE)

Approved and accepted by the Council of the City of Peru, this _____ day of _____, A.D., 2023, by Ordinance No. _____ on file with the City Clerk of Peru, Illinois, entitled, "An Ordinance Approving the Riva's Third Subdivision in the City of Peru, Illinois", as follows:

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

Section 1: That the plat of Riva's Third Subdivision to the City of Peru, Illinois as made by Kenneth A. Giordano, Registered Illinois Land Surveyor, under and by direction by the Owners of the premises described and platted herein, be, and the same is hereby approved and accepted.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval thereof.

The above Ordinance was adopted at a meeting of the City Council of the City of Peru, Illinois held on the _____ day of _____, A.D., 2023, with _____ Aldermen voting "Aye" and _____ Aldermen voting "Nay", and the Mayor voting _____.

STATE OF ILLINOIS)
 SS)
COUNTY OF LASALLE)

I, _____, City Clerk of the City of Peru, Illinois do hereby certify that there are no unpaid special assessments or special taxes levied against the tract of land or any part thereof in the plat on which this certificate is attached.

Dave Bartley, City Clerk City of Peru, Illinois

CITY PLAN COMMISSION

Approved by the Plan Commission of the City of Peru, this _____ day of _____, A.D., 2023.

Chairman

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
 SS)
COUNTY OF LASALLE)

Filed in my office this _____ day of _____, A.D., 2023, at _____ o'clock and recorded in Plat Cabinet _____, Page _____, as Document _____.

Karen L. Miller, Recorder of Deeds LaSalle County

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
 SS)
COUNTY OF LASALLE)

I, Jennifer Ebner, County Clerk of LaSalle County, Illinois, do hereby certify that I have examined the records of said County; that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments for unpaid current special assessments against the tract of land, or any part thereof, in the plat to which this is attached.

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

TAX CODE NO. 17-07-330-000
TAX CODE NO. 17-07-331-000

Jennifer Ebner, County Clerk LaSalle County, Illinois

NOTARY PUBLIC

COUNTY OF LASALLE)
 SS)
STATE OF ILLINOIS)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that John J. Riva and Jane A. Riva, personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument in writing as his free and voluntary act and deed, for the uses and purposes set forth, pursuant to authorized authority.

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

Notary Public

STATE OF ILLINOIS)
 SS)
COUNTY OF LASALLE)

We, the undersigned, John J. Riva and Jane A. Riva, do hereby certify that we have caused said property above set forth to be surveyed and platted by Kenneth A. Giordano, a Registered Illinois Land Surveyor, as shown on the above plat into lots as shown thereon, and that all deeds or other conveyances of said lots or any part thereof, hereafter made shall have reference to the above plat.

I, further certify that we have named said plat "Riva's Third Subdivision to the City of Peru, Illinois", and do hereby join and consent to said plat being presented to the City Council of the City of Peru, Illinois, for adoption and having the same recorded as provided by law.

I, the Owners for myself, successors, personal representative and assigns, create and grant to the City of Peru, Illinois, its successors, assigns, and permittees (hereinafter "City"), the following perpetual rights and easements in, over, under, across, along and upon those portions of the plat designated "utility easements", (Hereinafter "Easement Tracts"):

a. To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct and remove from time to time, electric transmission, distribution and communication lines and systems, including, but not limited to, overhead cables, conduits, conductors, grounds, drains, necessary service pedestals, transformer cabinets, concrete transformer pads, transformers, riser poles, and conduits, associated overhead supply lines, and other equipment appurtenant thereto and, without limitation, such other installations as may be required or deemed necessary by the City for electrical system purposes.

b. To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct and remove from time to time, sanitary sewers and storm sewers and any and all manholes, tiles, pipes, connections, catch basins, and without limitation, such other installations as may be required or may be deemed necessary by the City for sanitary and/or storm sewer purposes, and

c. To construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct and remove from time to time, watermains and lines and any and all necessary manholes, hydrants, pipes, connections, buffalo boxes, and without limitations, such other installations as may be required or deemed necessary by the City for water service purposes.

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

Subsequent owners may make use of the Easements Tracts so long as such use does not interfere with the rights herein reserved or create a hazardous condition, except that the subsequent owners shall make no excavations on the Easements Tracts without the prior consent of the City and then only in such manner as will not disturb or interfere with the City's facilities located therein, nor shall the subsequent owners place buildings or structures on the Easement Tracts; however, subsequent owners may pave entrance ways over the Easement Tracts.

Without limiting any of the foregoing, subsequent owners, their successors, assignees, lessees and tenants, hereby release and save harmless the City from any damage done by the City, its employees and agents, to any growing vegetation upon the Easement Tracts when exercising any of the perpetual rights and easements herein granted.

In Witness Whereof, we have hereunto set our hands and seals this _____ day of _____, A.D., 2023.

John J. Riva

Jane A. Riva

ILLINOIS REGISTERED PROFESSIONAL ENGINEER AND LAND OWNER

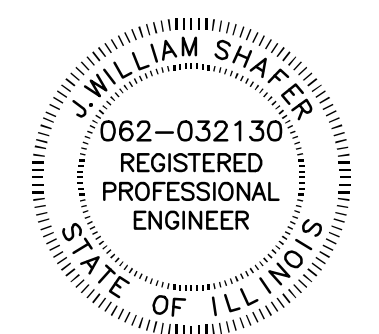
STATE OF ILLINOIS)
)SS
COUNTY OF PUTNAM)

I, J. William Shafer, of Putnam County, Illinois a Professional Engineer duly licensed under the law of the State of Illinois, and

I, John Riva, do certify that, to the best of my knowledge and belief "Riva's Third Subdivision to the City of Peru" has been designed so that there is no change in the drainage of surface water by construction of this subdivision or, if changed, adequate provision has been made so that the adjoining land will not be damaged.

Dated this _____ day of _____, 2023.

J. William Shafer
Illinois Registered Professional Engineer



John J. Riva

Jane A. Riva

**ILLINOIS VALLEY
SURVEYING & CONSULTANTS, INC**
PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING

2584 EAST 350TH ROAD, SUITE 100
OGLESBY, ILLINOIS 61348
815-780-8344

P.O. BOX 302
HENNEPIN, ILLINOIS 61327
815-925-7511

www.IVSURVEYING.com
DESIGN FIRM LICENSE: ILLINOIS #184-004102

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF RIVA’S THIRD SUBDIVISION TO THE CITY OF PERU, A TEXT AMENDMENT TO SECTION 11.05(d) OF THE ZONING ORDINANCE, REZONING, SPECIAL USES, AND WAIVERS AS SOUGHT BY THE PETITION OF JOHN RIVA AND JANE RIVA

WHEREAS, after legal ad notice duly published in the News Tribune in the manner provided by law, the City of Peru Planning/Zoning Commission convened for a public hearing on July 26, 2023, to consider the Petition of John Riva and Jane Riva (hereinafter “Petitioners”), concerning certain real estate generally north of Shooting Park Road and east of Dalzell Road a/k/a Meridian Road, legally described as follows:

That part of the Southwest Quarter of Fractional Section 7, Township 33 North, Range 1 East of the Fourth Principal Meridian is described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Fractional Section 7; thence North 89 degrees 19 minutes 37 seconds East 367.94 feet along the South Line of said Southwest Quarter to the Point of Beginning; thence North 00 degrees 30 minutes 11 seconds West 410.00 feet; thence North 89 degrees 19 minutes 37 seconds East 316.50 feet to a point on the West Line of Riva's First Subdivision to the City of Peru; thence South 00 degrees 30 minutes 11 seconds East 410.00 feet along said West Line to said South Line; thence South 89 degrees 19 minutes 37 seconds West 316.50 feet along said South Line to the Point of Beginning, containing 2.979 acres, more or less, and all situated in the City of Peru, County of LaSalle, State of Illinois.

PIN: 17-07-330-000 (pt.) (hereinafter, “Property”).

WHEREAS, Petitioners desire to subdivide the Property and have requested the following relief, to wit:

- (1) That the Property be rezoned from M-2 Manufacturing District to B-4 Highway Business District;
- (2) Approval of a text amendment to Section 11.05(d) of the City’s Zoning Ordinance to add a special use for “single-family detached dwellings” in B-4 Highway Business Districts;
- (3) Waiver of all fees and impact fees including but not limited to, the plat review fee, the plan review fee, the construction inspection fee, water and sewer acreage fees, water and sewer front footage fees, and infrastructure construction inspection fees;

- (4) Waiver of the requirement that a Preliminary Plat be prepared and submitted for approval under Article III of the City’s Subdivision and Site Development Regulations Ordinance (“Subdivision Ordinance”);
- (5) Waiver of the requirement that a subdivision security be obtained from the subdivider pursuant to Article XII, Section 12.02 of the Subdivision Ordinance;
- (6) Approval of the Final Plat for Riva’s Third Subdivision to the City of Peru, consisting of two lots;
- (7) Approval of a special use for single-family detached dwellings for both Lot 1 (1.500± ac.) and Lot 2 (1.116± ac) of Riva’s Third Subdivision; and

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

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

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

SECTION 2: Waivers. The City Council hereby approves and grants the waivers as sought by Petitioners.

SECTION 3: Final Plat of Riva’s Third Subdivision. The Final Plat of Riva’s Third Subdivision to the City of Peru, Illinois, as prepared by Illinois Valley Surveying & Consultants, Inc. dated May 18, 2023, consisting of Lot 1 (1.500± ac.) and Lot 2 (1.116± ac), is hereby approved and accepted.

SECTION 4: Rezoning. The Property, consisting of Lot 1 and Lot 2 of Riva’s Third Subdivision, shall be and is hereby rezoned from M-2 Manufacturing District to B-4 Highway Business District.

SECTION 5: Text Amendment. Section 11.05(d) of the City of Peru Zoning Ordinance shall be and is hereby amended to add “Single-family detached dwelling” as a special use within B-4 Highway Business Districts.

SECTION 6: Special Use. The City Council hereby approves and grants a special use pursuant to Section 11.05(d) of the Zoning Ordinance for “Single-family detached dwelling” to Lot 1 and Lot 2 of Riva’s Third Subdivision to the City of Peru.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PRESENTED, PASSED, AND 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 31st day of July, 2023.

APPROVED: July 31, 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			

RESOLUTION No: 2023-12

A Resolution for:

Section No: 23-00072-00-PV

Job No: C-93-029-24

Project No:

WHEREAS, the City of Peru is proposing to construct a new roadway, Master Builder Way, and resurface and existing roadway, Industrial Drive Boulevard, to serve the newly constructed GAF manufacturing facility.

WHEREAS, the above stated improvement will necessitate the use of the EDP funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds require a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds, and

NOW, THEREFORE, be it resolved by the City Council of the City of Peru:

Section 1: The Council hereby appropriates \$1,500,000.00 or as much as may be needed to match the required funding to complete the proposed improvement from City of Peru General Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk or the City of Peru is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 3 Bureau of Local Roads and Streets.

I, David Bartley, City Clerk, in and for Peru, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the City Council at its meeting on the 31st day of July, 2023.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this 31st day of July, 2023.



David Bartley, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 6752, ENTITLED: “AN ORDINANCE FIXING WAGES FOR EMPLOYEES OF THE CITY OF PERU, ILLINOIS COMMENCING MAY 1, 2023 AND ENDING APRIL 30, 2024”

WHEREAS, on April 24, 2023, the City Council of the City of Peru, an Illinois home rule municipal corporation (“City”), duly passed and adopted Ordinance No. 6752, entitled: “An Ordinance Fixing Wages for Employees of the City of Peru, Illinois Commencing May 1, 2023 and Ending April 30, 2024” (“Wage Ordinance”); and

WHEREAS, the City Council finds and determines that it is necessary to amend the Wage Ordinance as it relates to compensation for the position of Electric Operations Manager.

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

SECTION 1: The City Council finds as fact the recitals hereinbefore set forth and incorporates them herein by reference.

SECTION 2: The Wage Ordinance shall be and is hereby amended by replacing “Exhibit A”, with the revised “Exhibit A” attached hereto.

SECTION 3: This Ordinance shall be effective immediately upon passage and approval.

P 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 31st day of July, 2023.

APPROVED: July 31, 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			

WAGE ORDINANCE FISCAL YEAR 2024

Exhibit A

DEPARTMENT	Year 5/1/2023 - 4/30/2024
Human Resources Department:	
Director of Human Resources	*Rates are Per Year \$100,000.00
Human Resources Manager	\$66,950.00
Human Resources Assistant	*Rates are Per Hour \$23.50-\$30.00
Part-time Human Resources Assistant	\$16.00-\$19.00
Director of Human Resources and Human Resources Manager shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided, except no benefits shall apply to part-time employees.	
Finance Department:	
Director of Finance	*Rates are Per Year \$104,295.59
Finance Officer	\$100,000.00
Senior Accountant	*Rates are Per Hour \$28.00-\$42.00
Staff Accountant	\$26.00-\$35.18
Part-time Staff Accountant	\$26.00-\$35.18
Director of Finance, Finance Officer, and Accountants shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided, except no benefits shall apply to part-time employees.	
City Clerk's Office:	
Deputy City Clerk	*Rates are Per Hour \$23.50-\$30.00
Utility Billing Clerk (TIER 2)	\$23.50-\$30.00
Part-time Meter Reader/Office Assistant	\$16.00-\$19.00
Part-time Meter Reader	Per Separate Compensation Agreement
City Clerk's Office Employees shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided, except no benefits shall apply to part-time employees.	
Legal Department:	
Corporation Counsel	*Rate is Per Year \$156,000.00
Corporation Counsel shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided.	

WAGE ORDINANCE FISCAL YEAR 2024

Exhibit A

DEPARTMENT	Year 5/1/2023 - 4/30/2024
Public Services Department:	
Public Services Manager	*Rate is Per Year \$109,560.94
Electric Operations Manager	\$135,000.00
Public Services Manager and Electric Operations Managr shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided.	
Administrative Assistant	\$23.50-\$30.00
Office Assistant	\$23.50-\$30.00
Part-Time Receptionist	\$16.00-\$19.00
Public Services Administrative Assistant and Office Assistant shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided. except no benefits shall apply to part-time employees.	
Part-Time Seasonal Splash Pad Operations Manager	\$8,525.74
*Rates are Per Hour	
Part-Time Seasonal Crew Leader (3)	\$5.00 above minimum wage
Part-Time Seasonal Labor	\$3.00 above minimum wage
Part-Time Summer Labor	\$2.00 above minimum wage
Part-Time Summer Splash Pad Attendant	\$2.00 above minimum wage
Part-Time Seasonal Leaf Vac Labor	\$16.00
Engineering & Zoning Department:	
Director of Engineering & Zoning	*Rates are Per Year \$171,600.00
City Engineer	\$66,950.00
*Rates are Per Hour	
Engineering Technician	\$28.00-\$42.00
Building & Zoning Inspector	\$28.00-\$42.00
Zoning Office Administrator	\$26.00-\$35.00
Adminstrative Assistant	\$23.50-\$30.00
Office Assistant	\$23.50-\$30.00
Director of Engineering & Zoning, City Engineer, Engineering Technician, Building & Zoning Inspector, Zoning Office Administrator, and Administrative Assistant shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided, except no benefits shall apply to part-time employees.	

<p>MIN WAGE SCHED</p> <p>\$13/HR 2023</p> <p>\$14/HR 2024</p> <p>\$15/HR 2025</p>
--

WAGE ORDINANCE FISCAL YEAR 2024

Exhibit A

DEPARTMENT	Year 5/1/2023 - 4/30/2024
Police Department:	*Rate is Per Year
Additional annual compensation for Detectives	\$1,019.02
	*Rates are Per Hour
Part-time Sworn Police Officer in Training	\$21.01
Part-time Sworn Police Officer (Solo Patrol)	* Same hourly wage as FT sworn officer pursuant to FOP agreement compensation schedule.
	*Rates are Per Hour
Community Service Officer	\$26.00-\$35.18
Records Clerk / Administrative Assistant	\$26.00-\$35.18
Public Safety Telecommunicator/Records Clerk	\$23.50-\$30.00
Part-time Office Clerk	\$16.00-\$19.00
Custodian	\$16.00-\$19.00
<p>Uniform Allowance for PT Sworn Police Officer and Community Service Officer shall be pursuant to a Quarter Master System with the City directly paying for all such approved uniforms purchased with the maximum allowance per employee set in the amount of:</p>	
*Rate per Year	\$750.00
<p>reduced by any uniform payments heretofore directly made to employee this fiscal year, with a maximum \$200.00 carry-over to the following year.</p>	
<p>Uniform Allowance for the Administrative Assistant and Telecommunicator/Records Clerk shall be pursuant to a Quarter Master System with the City directly paying for all such approval uniform purchases with the maximum allowance per employee set in the amount of:</p>	
*Rate per year	\$363.00
<p>The aforesaid members of the Police Department shall also receive Section 8 Additional Benefits 1, 2, 3, and 4 as hereinafter provided, except no benefits shall apply to part-time employees.</p>	
Crossing Guards:	\$24.39
<p>No benefits shall apply to Crossing Guards.</p>	
Fire Department:	*Rates are Per Year
Fire Chief	\$17,949.66

WAGE ORDINANCE FISCAL YEAR 2024

Exhibit A

DEPARTMENT	Year 5/1/2023 - 4/30/2024
<p>Fire Marshal Safety Officer Deputy Fire Chief</p> <p>No other benefits shall be paid or allowed to the Fire Chief and Deputy Fire Chief.</p> <p>Paid On Call Firefighters Certified Paid On Call Firefighters Non-Certified</p> <p>Special Event/Training/Detail Pay</p> <p>Additional \$15.00 per hour for any fire call that lasts more than two hours. Notwithstanding the foregoing, Paid on Call Firefighters shall be paid the MABAS established rate for MABAS callouts, hazardous material spills, and for statewide callouts by the Illinois Management Agency.</p>	<p align="right">\$2,367.20</p> <p align="right">*Rates are Per Call \$44.00 \$34.00</p> <p align="right">*Rate is Per Hour \$16.72</p>
<p>ESDA:</p> <p>Co-Director (Police) Co-Director (Fire)</p> <p>No other benefits shall be paid or allowed to the ESDA Co-Directors.</p>	<p align="right">*Rates are Per Month \$207.45 \$207.45</p>
<p>Recreation Department:</p> <p>Recreation Director/Special Events Coordinator Recreation Manager</p> <p>Recreation Director/Special Events Coordinator shall also receive Section 8 Additional Benefits 2, 3 and 4 as hereinaftre provided, except no benefits shall apply to part-time employees.</p>	<p align="right">*Rates are Per Year \$57,952.77 \$11,826.82</p>
<p>Information Technology Department</p> <p>Director of Information Technology</p> <p>Help Desk Technician</p> <p>Director of Information Technology and Help Desk Technicians shall also receive Section 8 Additional Benefits 2, 3, and 4 as hereinafter provided, except no benefits shall apply to part-time employees.</p>	<p align="right">*Rate is Per Year \$115,000.00</p> <p align="right">*Rates are Per Hour \$26.00-\$35.18</p>

RESOLUTION NO. 2023- _____

**RESOLUTION AUTHORIZING AND APPROVING VACATION TIME
AND OTHER INCENTIVES FOR THE NEWLY-HIRED CITY OF PERU
ELECTRIC OPERATIONS MANANGER**

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

WHEREAS, on July 17, 2023 the City Council passed a motion to hire the selected candidate for position of Electric Operations Manager ("Selected Candidate"); and

WHEREAS, the Selected Candidate approved by the City Council possesses the necessary qualifications to serve as the City's Electric Operations Manager and oversee the Electric Department; and

WHEREAS, the City Council finds and determines that special circumstances exist to authorize and approve additional vacation time and other economic incentives as a bonus to the Selected Candidate based on his experience and qualifications; and

WHEREAS, the City and the Selected Candidate have negotiated and agreed that the Selected Candidate will immediately receive 120 hours (3 weeks) vacation time and continue to earn 120 hours during years 2 through 11 of his employment, and thereafter be entitled to receive vacation time in such amounts as provided for full-time City employees with 12 years continuous service. Additionally, the Selected Candidate previously participated in the Illinois Municipal Retirement Fund ("IMRF") with another municipality and served in the U.S. military. The City has agreed to contribute up to \$10,000.00 annually towards purchasing and reinstating the Selected Candidate's IMRF service credit, up to a maximum of \$30,000.00, in accordance with all applicable IMRF rules and regulations.

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 hereinbefore set forth and incorporates them herein by reference.

SECTION 2: The City Council hereby authorizes and approves the vacation time and other economic incentives described herein for the Selected Candidate.

SECTION 3: This Resolution shall become effective immediately from and after 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 31st day of July, 2023.

APPROVED: July 31, 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			

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION
AND ACCEPTANCE OF AN UTILITY EASEMENT
(Lot 3 of Master-View Park Subdivision – PIN# 11-31-305-001)**

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

WHEREAS, there is a need for a utility easement on Lot 3 of Master-View Park Subdivision, which property is owned by the City; and

WHEREAS, the City Council desires to reserve, create, and grant to the City, for itself and its successors, assigns and permittees, the Utility Easement attached hereto and made a part hereof, in order to make said infrastructure improvements; and

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

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

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

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

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 31st day of July, 2023.

APPROVED: July 31, 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			

***PUBLIC
UTILITY
EASEMENT***

Lot 3, Master-View Park Subdivision
Peru, IL 61354

PIN: 11-31-305-001

This space reserved for Recorder's use only.

GRANTOR, CITY OF PERU, an Illinois home rule municipal corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, dedicate, and convey to **GRANTEE, CITY OF PERU**, an Illinois home rule municipal corporation, its successors, permittees, and assigns, the following perpetual rights and non-exclusive easement in, over, under, across, along, and upon the real estate easement described and depicted in Exhibit A attached hereto and incorporated herein (hereinafter "Easement Tract"):

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

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

Grantee shall, at its sole cost and expense, repair any damage to the Easement Tract and/or other property of Grantor caused by Grantee's exercise of the rights granted to it hereunder and shall also, at Grantee's sole cost and expense, restore the Easement Tract and any other property of Grantor that is impacted by Grantee's exercise of its rights hereunder to substantially the same condition as existed prior to Grantee's activities. Grantee shall use commercially reasonable efforts in exercising its rights granted herein to minimize material inference with operations on Grantor's property.

Grantor reserves the right to make any use of the Easement Tract so long as such use does not materially interfere with the rights herein granted, except that Grantor shall make no excavations on the Easement Tract without the prior written consent of the Grantee (which shall not be unreasonably withheld, conditioned or delayed), and then only in such manner as will not disturb or interfere with the Grantee's facilities located in the Easement Tract.

This Easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, and assigns and may only be amended or modified by a written agreement signed by each of the parties hereto, or their respective successors/assigns, as the case may be.

[Intentionally Left Blank; Signatures on Following Page]

ACCEPTANCE

The above and foregoing Easement is accepted by the City of Peru, Illinois, pursuant to direction of its City Council, this 31st day of July, 2023.

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

**BY: _____
Ken Kolowski, Mayor**

(CORPORATE SEAL)

ATTEST:

David R. Bartley, City Clerk

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

**City of Peru
ATTN: Corporation Counsel
1901 Fourth Street
Peru, IL 61354
TEL (815) 224-6020
FAX (815) 223-9381**

EASEMENT PLAT

FOR

PART OF LOT 3 IN

MASTER - VIEW PARK SUBDIVISION

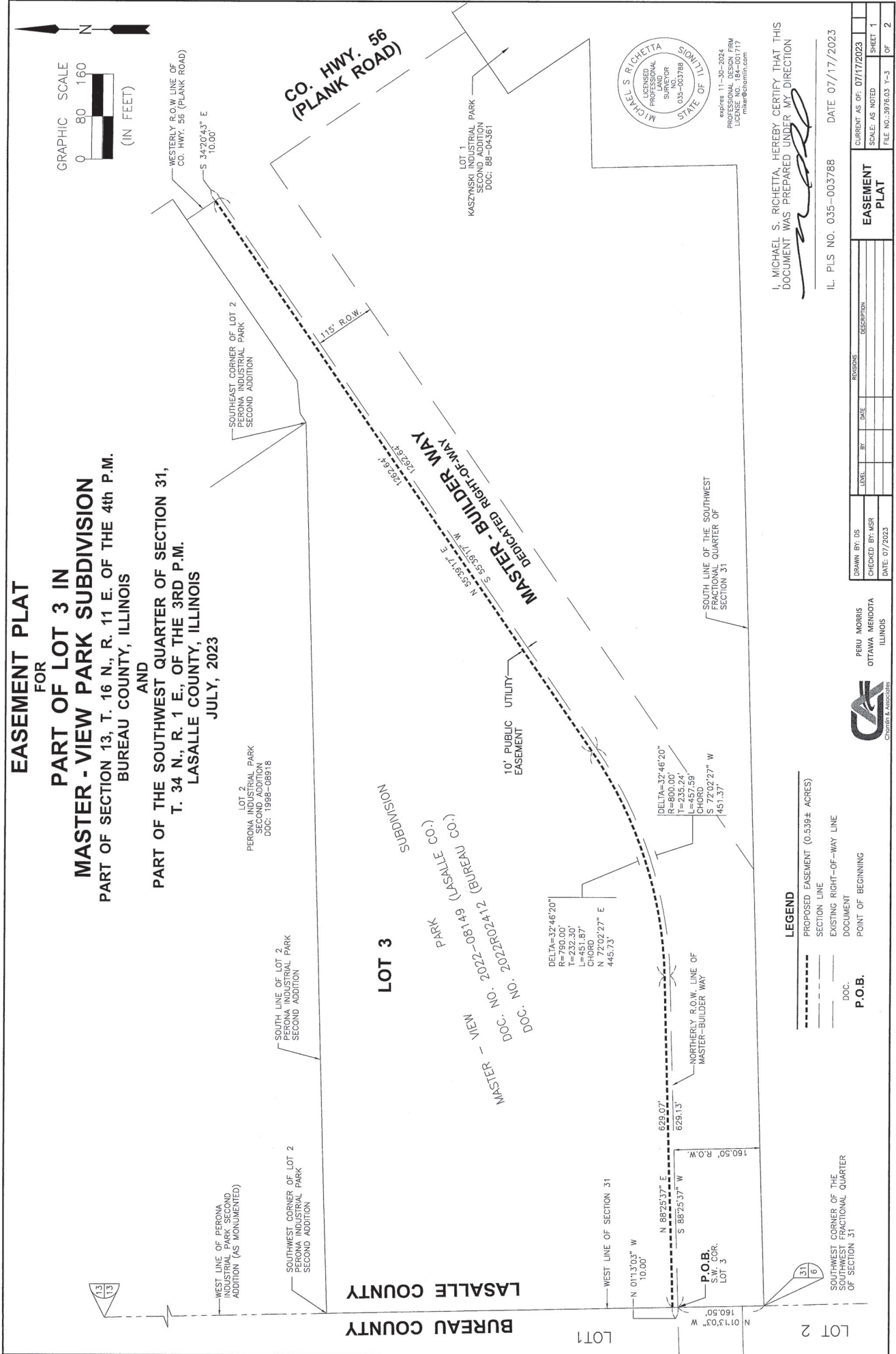
PART OF SECTION 13, T. 16 N., R. 11 E. OF THE 4th P.M.
BUREAU COUNTY, ILLINOIS

AND

PART OF THE SOUTHWEST QUARTER OF SECTION 31,
T. 34 N., R. 1 E., OF THE 3RD P.M.

LASALLE COUNTY, ILLINOIS

JULY, 2023



Michael S. Richetta
LICENSURE NO. 035-003789
STATE OF ILLINOIS
LICENSURE EXPIRES 11-30-2024
PROFESSIONAL DESIGN FIRM
1000 N. WASHINGTON ST., SUITE 117
CHICAGO, IL 60610
PHONE: 312.467.1117
MRICHA@GLOBEINR.COM

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

[Signature]

IL. PLS NO. 035-003788 DATE 07/17/2023

REVISIONS	DATE	DESCRIPTION

PERU MORRIS
OTTAWA MENDOTA
ILLINOIS



DATE	BY	DESCRIPTION
07/17/2023	MSR	CHECKED BY: MSR
07/17/2023	MSR	DRAWN BY: BS

DATE	BY	DESCRIPTION
07/17/2023	MSR	CHECKED BY: MSR
07/17/2023	MSR	DRAWN BY: BS

DATE	BY	DESCRIPTION
07/17/2023	MSR	CHECKED BY: MSR
07/17/2023	MSR	DRAWN BY: BS

DATE	BY	DESCRIPTION
07/17/2023	MSR	CHECKED BY: MSR
07/17/2023	MSR	DRAWN BY: BS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF FIRST AMENDMENT TO OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY DATED JUNE 23, 2022, BY AND BETWEEN THE CITY OF PERU, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION, AND BUILDING MATERIALS MANUFACTURING CORPORATION, A DELAWARE CORPORATION
(Lot 3 of Master-View Park Subdivision – PIN# 11-31-305-001)

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, City and Building Materials Manufacturing Corporation (“BMMC”) entered into that certain Option Agreement for the Sale and Purchase of Real Property dated June 23, 2022 (the “Original Option Agreement”) as it relates to certain City-owned property commonly known as Lot 3 of Master-View Park Subdivision (“Subject Property”); and

WHEREAS, there is a desire and need for an additional utility easement upon the Subject Property to construct water utility improvements, and City and BMMC have agreed to amend the Original Option Agreement to include said easement as an additional permitted exception; and

WHEREAS, City and BMMC wish to amend, modify or otherwise add or remove certain terms or provisions in the Original Option Agreement as set forth in the First Amendment to Option Agreement for the Sale and Purchase of Real Property, a copy of which is attached hereto and incorporated herein as Exhibit A.

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 foregoing recitals are hereby incorporated as findings of fact by the City Council as if fully set forth herein.

SECTION 2: Approval. The First Amendment to Option Agreement for the Sale and Purchase of Real Property, substantially similar in form and substance as that which is attached hereto as Exhibit A, is hereby approved.

SECTION 3: Authorization. The Mayor and City Clerk and each of them, for and on behalf of the City, are hereby authorized and directed to execute the First Amendment to Option Agreement for the Sale and Purchase of Real Property. The Mayor, City Clerk, and City Attorney,

or their respective designees, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Ordinance and to fulfill the terms of the Original Option Agreement, as amended.

SECTION 4: Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect immediately from and after its passage and approval as provided by law.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 31st day of July, 2023.

APPROVED: July 31, 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
OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY**

This **FIRST AMENDMENT TO OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY** (this “**Amendment**”) dated and made effective as of the 1st day of August, 2023 (the “**Effective Date**”) between **CITY OF PERU**, an Illinois home-rule municipal corporation (“**City**”) and **BUILDING MATERIALS MANUFACTURING CORPORATION**, a Delaware corporation (“**BMMC**”).

RECITALS:

WHEREAS, City and BMMC entered into that certain Option Agreement for the Sale and Purchase of Real Property Agreement dated June 23, 2022 (“**Original Option Agreement**”) providing BMMC with the exclusive right to purchase certain real property commonly known as Lot 3 of Master-View Park Subdivision in the City of Peru, Illinois; and

WHEREAS, the City and BMMC wish to amend, modify or otherwise add or remove certain terms set forth in the Original Option Agreement as more fully set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. **Definitions.** The Original Option Agreement and this Amendment are herein collectively referred to as the “**Option Agreement**”. All capitalized terms used, and otherwise defined, herein shall have the meanings ascribed to them in the Option Agreement. Upon execution and delivery of this Amendment, the Original Option Agreement shall be deemed amended to include this Amendment.
3. **Permitted Exceptions.** The parties wish to amend and replace the Permitted Exceptions set forth on Exhibit B of the Original Option Agreement with the updated Exhibit B attached to this Amendment.
4. **Miscellaneous.** This Amendment shall be binding upon, and inure to the benefit of the parties and, unless otherwise provided in the Agreement, their respective successors and permitted assigns.
 - (a) If any provision of this Amendment or its application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Amendment, or the applicability of such provision to other persons or circumstances, shall be valid and enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions and shall continue in full force and effect.
 - (b) In the event there are any contradictions between the terms, clauses or conditions of the Agreement and terms, clauses or conditions of this Amendment then the terms, clauses or conditions of this Amendment shall control.
 - (c) This Amendment shall have no force or effect unless and until it is fully executed and delivered by the parties referred to below.

EXHIBIT B

[PERMITTED EXCEPTIONS]

1. Lien of real estate taxes not yet due and payable
2. Easement in favor of the City of Peru recorded on March 11, 2010 as Document No. 2010-05002.
3. Easement in favor of the City of Peru recorded on _____, 2023 as Document No. _____.
4. Easements, setback lines, and the terms and conditions of such easements as contained in the Owner's Certificate and as shown on the Final Plat of Master-View Park Subdivision to the City of Peru recorded in LaSalle County on June 23, 2022 as Document No. 2022-08149.

RESOLUTION NO. 2023- _____

A RESOLUTION RATIFYING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF OTTAWA FOR APPLICATION AND ADMINISTRATION SERVICES RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS BUSINESS RESILIENCY PROGRAM.

WHEREAS, the City of Peru, Illinois (“City”), is a home rule unit of local government under the Illinois Constitution of 1970 and, under such authority, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate and promote public health, safety, and welfare; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (“DCEO”) has announced the Community Development Block Grant – Coronavirus Business Resiliency Program, where qualifying businesses can be reimbursed up to \$20,000 for the durable permanent or semi-permanent equipment purchased or rented to prevent, prepare for, or respond to COVID-19; and

WHEREAS, only one application to Coronavirus Business Resiliency Program is allowed per county; and

WHEREAS, The City of Ottawa is the lead local government for businesses in LaSalle County and is working with North Central Illinois Council of Governments to submit an application; and

WHEREAS, the City Council desires to ratify and approve the execution of the Intergovernmental Cooperation Agreement with the City of Ottawa, a copy of which is attached hereto and incorporated herein, with respect to the application and administration services to be performed by the City of Ottawa for the grant program.

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 ratifies and approves the execution of the Intergovernmental Cooperation Agreement with the City of Ottawa, Illinois.

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 31st day of July, 2023.

APPROVED: July 31, 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			

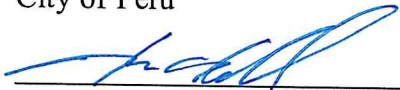
INTERGOVERNMENTAL COOPERATION AGREEMENT

The City of Peru, LaSalle County, Illinois, seeks to support the efforts of the City of Ottawa to obtain Community Development Block Grant (CDBG) funds from the Illinois Department of Commerce and Economic Opportunity for the Business Resiliency Program projects located in the City of Peru.

As the chief executives of our respective local governments, we are signing this agreement to cooperate as much as needed to accomplish these improvements.

The City of Ottawa is hereby designated as the lead agency for this application and will be the applicant for the funds. The City of Ottawa will be liable for all program administration functions should the grant be awarded.

Mayor Ken Kolowski
City of Peru



Attest

Mayor Robert Hasty, City of Ottawa

Attest

Date:

1-18-23

NOTE: This general form (or a suitable variation) is to be used by local government applicants whose proposed project or project area involves more than one jurisdiction. It is a required part of any "on behalf of" or joint application with appropriate modifications as may be required to fit local conditions.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY
THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF
OGLESBY, AND THE CITY OF PERU FOR THE CONTINUATION OF
AN INTERGOVERNMENTAL COOPERATIVE VENTURE
KNOWN AS THE “ILLINOIS VALLEY REGIONAL DISPATCH”
FOR THE OPERATION AND MAINTENANCE OF
A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(City of Peru, Illinois)

WHEREAS, in 2016, the “Illinois Valley Regional Dispatch”, an Illinois public agency, (also referred to as “IVRD”), was established pursuant to the adoption of an intergovernmental agreement entitled, “INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE “ILLINOIS VALLEY REGIONAL DISPATCH” FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM” (the “2016 Agreement”), for the purpose of creating, operating, maintaining and upgrading of a centralized, combined emergency services dispatch and communication system and related public safety answering point that includes 9-1-1 services and wireless E-911 services (the “Dispatch and Communication System” or “System” or the “IVRD PSAP”); and

WHEREAS, the City of La Salle, the City of Mendota, the City of Oglesby and the City of Peru are referred to as the “Original Members” of the IVRD; and

WHEREAS, from time to time, the IVRD has approved and entered into addenda to the 2016 Agreement to allow certain units of local government (e.g., cities and fire protection districts) to become an “Associate Member” of the IVRD in order to provide dispatch services to the Associate Member; and

WHEREAS, from time to time, the IVRD and the Original Members and the Associate Members have approved an “Updated Exhibit “A” to the 2016 Agreement to amend the Schedule of IVRD Fees, Charges and Costs Payable by the Original Members and the Associate Members; and

WHEREAS, now the Board of Directors of the IVRD and the corporate authorities of the Original Members desire to approve certain amendments to the 2016 Agreement, which are contained in the “AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE “ILLINOIS VALLEY REGIONAL DISPATCH” FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM” (the “2023 Agreement”), a copy of which is attached to this Ordinance as **Exhibit “A”** and made a part hereof; and

WHEREAS, the proposed amendments to the 2016 Agreement consist of the following:

- A. Section 2.1 (Chair, Vice-Chair and Secretary): Rotation of representatives appointed by each community; no longer an alternating rotation between fire and police representatives.

- B. Section 6.8 (Treasurer; Appointment): Clarification that one of the eligible appointees for the Treasurer position can be a State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant as well as the treasurer, the chief financial officer, the finance director, or any of their functional equivalents of one of the Participating Agencies.
- C. Section 7.1 (Financial and Human Resource Operation Services): Clarification that the City of Peru will no longer provide Human Resources and Payroll services to the IVRD and that such services can be performed by the Treasurer or outsourced to a third-party contractor.
- D. Section 7.1(a) (Initial 12 Month Fee): Deleted text as it is no longer applicable to the operating arrangement of the IVRD and marked this Subsection as “deleted”.
- E. Section 7.2 (City of Peru Inmate Detention Area at IVRD PSAP): Deleted text as it is no longer applicable to the operating arrangement of the IVRD and marked this Subsection as “deleted”.
- F. Section 9.2. (Lease of IVRD PSAP): Added two (2) sentences to confirm that the terms of the Agreement are subject to the terms of the Intergovernmental Agreement to Lease Municipal Property dated October 12, 2020, as amended by the First Amendment to Intergovernmental Agreement to Lease Municipal Property dated May 22, 2023 and, in the event of a conflict between this Agreement and the Lease Agreement, the terms of the Lease Agreement shall control.
- G. Section 9.4. (Radio Transmission Obligations): Clarification that the IVRD, the Participating Agencies and any Non-Members, at their own respective cost, are required to obtain, maintain and upgrade, as needed, their own telecommunications and radio infrastructure to transmit and receive telecommunication transmissions and radio signals between their own telecommunication systems and radio systems and the IVRD PSAP in a manner that is compatible with the telecommunication system capabilities and radio frequency transmission system (“RFTS”) operated by the IVRD PSAP.
- H. Other Sections have been updated for consistency purposes;

and

WHEREAS, each of the respective corporate authorities of the Original Members have approved or will approve Ordinances of similar content to this Ordinance; and

WHEREAS, the Corporate Authorities of the City of Peru, La Salle County, Illinois are authorized, under the applicable provisions of Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220) and the applicable provisions of the Emergency Telephone System Act (50 ILCS 750), and the Illinois Municipal Code (65 ILCS 5/), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code, to approve the 2023 Agreement, and the Corporate Authorities of the City of Peru find that it is in the City of Peru’s best interests to authorize the approval of the attached 2023 Agreement.

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF PERU, LA SALLE AND BUREAU COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval of Amended Intergovernmental Agreement and Related Expenses. The Corporate Authorities of the City of Peru, La Salle and Bureau County, Illinois approve the 2023

Agreement, a copy of which is attached hereto as **Exhibit “A”** and made a part hereof. The Corporate Authorities also authorize and approve the appropriation and transmittal of the financial payments to the IVRD that come due under the 2023 Agreement, and further authorize and direct the City of Peru officials and City of Peru staff to take all actions as are necessary to comply with the City of Peru’s applicable obligations under the 2023 Agreement.

SECTION 3: Authorization to Execute Ordinance and Other Related Documents; Delivery of Certified Copy of Ordinance. The Corporate Authorities also authorize and direct the Mayor and City Clerk, or their designees, to execute this Ordinance and such other documents as are necessary to fulfill all of the City of Peru’s applicable obligations under the 2023 Agreement. The City Clerk shall transmit a certified copy of this Ordinance with an executed signature page for the 2023 Agreement to the IVRD Board of Directors within ten (10) calendar days of approval of this Ordinance.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State 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 31st day of July, 2023.

APPROVED: July 31, 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			

This Ordinance was published by me in pamphlet form on the ____ day of _____, 2023.

City Clerk

Exhibit "A"

**AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY
THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY,
AND THE CITY OF PERU FOR THE CONTINUATION OF
AN INTERGOVERNMENTAL COOPERATIVE VENTURE
KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH"
FOR THE OPERATION AND MAINTENANCE OF
A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(attached)

**AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY
THE CITY OF LA SALLE, THE CITY OF MENDOTA,
THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE
CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
THE “ILLINOIS VALLEY REGIONAL DISPATCH” FOR THE OPERATION
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

THIS AMENDED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into, on the effective date hereinafter set forth, by the City of La Salle, an Illinois municipal corporation (“La Salle”), the City of Mendota, an Illinois municipal corporation (“Mendota”), the City of Oglesby, an Illinois municipal corporation (“Oglesby”), and the City of Peru, an Illinois municipal corporation (“Peru”) (collectively referred to as the “Participating Agencies” or “Original Members”), to provide for the continuation of an intergovernmental cooperative venture known as the “**Illinois Valley Regional Dispatch**” (also referred to as “IVRD”) for the operation, maintenance, and upgrade of a centralized, combined emergency services dispatch and communication system and related public safety answering point that includes 9-1-1 services and wireless E-911 services (the “System” or the “IVRD PSAP”) pursuant to Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code. The initial Intergovernmental Agreement that formed the IVRD and provided for its operation was entered into by the Original Members in 2016 (the “2016 Agreement”).

RECITALS

WHEREAS, by the adoption of appropriate authorizing Ordinances in December 2014, the Illinois Valley Regional Dispatch Planning Board (the “IVRD Planning Board”), a cooperative intergovernmental venture, was voluntarily established by the City of La Salle, the City of Oglesby and the City of Peru (the “Initial Members”) pursuant to an intergovernmental agreement entered into by the City of La Salle, the City of Peru and the City of Oglesby in 2014, which is entitled “Intergovernmental Agreement Regarding Further Exploration and Planning Regarding Potential Creation of Illinois Valley Regional Dispatch and Emergency Services Dispatch Consolidation” (the “IGA”); and

WHEREAS, the general purpose of the IGA was to establish the IVRD Planning Board to explore and evaluate the feasibility of consolidation of the 9-1-1 emergency communications systems that were then operated separately by the Initial Members into the IVRD and to establish a cost sharing arrangement to pay for the evaluation and implementation of a plan to achieve consolidation. The long-term purposes of the IGA were to provide communication services for police, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the IVRD Planning Board (the “Services”); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of La Salle and Bureau Counties, Illinois and other geographic areas as may be served by the IVRD. A copy of the IGA is incorporated by reference into this Agreement; and

WHEREAS, the Initial Members previously entered into another intergovernmental agreement that authorized a study regarding assessing the potential feasibility of emergency services dispatch consolidation. Per the direction of the Initial Members, PSAP Concepts and Solutions, LLC was retained and prepared a Feasibility / Consolidation Report, dated May 2014, that assessed the viability and benefits / drawbacks of a joint dispatch center, and confirmed its viability; and

WHEREAS, by adoption of an Addendum to the IGA in 2015, the Bureau County Emergency Telephone System Board, a separate statutorily recognized public body of Bureau County, Illinois (“Bureau County ETSB”), and the City of Mendota were allowed to participate as equal members on the IVRD Planning Board, and Bureau County ETSB subsequently withdrew from participation on the IVRD Planning Board; and

WHEREAS, based on the foregoing actions, the Original Members determined there existed a need for a centralized, combined emergency services dispatch and communication system (i.e., the System), which provides for more efficient dispatch and communication capabilities within and among the Original Members and which otherwise provides for the health, safety and welfare of the residents of the Original Members. The Original Members also determined that joint action in establishing and operating the System was the most efficient and effective means to meet that need and was in the best interests of each of the Original Members and their residents; and

WHEREAS, pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015) and under the terms of the 2016 Agreement, the Original Members were required to reduce the number of operational public safety answering points (“PSAP”) via consolidation, which lead to the closure of some of the PSAPs operated by the Original Members. Through intergovernmental cooperation, the consolidation allowed the Original Members to comply with these new regulations and offered an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Original Members for the benefit of the health, safety and welfare of their collective residents; and

WHEREAS, under the 2016 Agreement, the Original Members cooperatively prepared and filed a PSAP consolidation plan with the Illinois Department of State Police (“IDSP”) that sought regulatory approval to operate the PSAP located at 1503 Fourth Street, Peru, Illinois (“Peru PSAP” or “IVRD PSAP”), as a consolidated dispatch center serving all of the Original Members. Once IDSP approval was granted and the other PSAP operations were terminated, the funding, operations, maintenance, upgrades and staffing of the IVRD PSAP was then governed by the IVRD in accordance with the terms of the 2016 Agreement; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/) authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish, by intergovernmental agreement, a Joint Emergency Telephone System Board (“JETSB”), provided that the local Emergency Telephone System Boards (“local ETSBs”) are terminated by ordinances that rescind their establishment, authority and operational functions. The Original Members agreed to continue to operate their own local ETSBs until either the “La Salle County Joint Emergency Telephone System Board” (also referred to as “La Salle County JETSB”; as further defined below) or the IVRD’s Joint Emergency Telephone System Board (“IVRD JETSB”) was certified and authorized to operate by the IDSP or any other governmental agency with oversight jurisdiction. Once the local ETSBs were terminated, the IVRD JETSB or the La Salle County JETSB will assist with the funding of the operations, maintenance, upgrades and staffing of the IVRD PSAP and the System under the terms of the 2016

Agreement. The Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) also authorizes the collection of surcharges to assist with the delivery of 9-1-1 services and wireless E-911 services. While in existence, the local ETSBs of the Original Members, in their discretion, were allowed to allocate none, all or a portion of their own surcharge funds to the IVRD JETSB or the La Salle County JETSB in accordance with the terms of the 2016 Agreement. The La Salle County JETSB was created, and therefore, the IVRD JETSB was not created; and

WHEREAS, the Original Members also entered into an intergovernmental agreement with the City of Marseilles (“Marseilles”), the City of Ottawa (“Ottawa”), and the County of La Salle, Illinois, on behalf of the La Salle County Emergency Telephone System Board (“La Salle County ETSB”), to provide for the establishment of the intergovernmental cooperative venture known as the La Salle County JETSB. The purpose of the La Salle County JETSB was to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in the intergovernmental agreement to assist in funding the operations, maintenance, upgrades and staffing of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the participating agencies of the La Salle County JETSB. The three (3) public safety answering points that will be receiving funds from the La Salle County JETSB are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the IVRD PSAP (collectively the “PSAPS”); and

WHEREAS, in accordance with 50 ILCS 750/15.4, the Original Members adopted ordinances terminating the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each of the Original Members, in its own discretion, was allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or to contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Original Member owed in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Original Member’s respective PSAP; and (2) the termination of the local ETSBs was effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”) or the creation of the IVRD JETSB and the regulatory approval of the IVRD JETSB by the State 9-1-1 Administrator.; and

WHEREAS, the 2016 Agreement recognized and provided for the funding sources and cost sharing obligations of the Original Members for the IVRD PSAP. This funding arrangement was necessary in the event the La Salle County JETSB was not created, or, even if it was created, because the Original Members understood that the La Salle County JETSB will receive and allocate ETSB funds to the three above referenced PSAPS, but will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB would not govern or direct the operations or

employ the personnel of the PSAPS. The La Salle County JETSB and its intergovernmental agreement did not establish a centralized, combined emergency dispatch and communication system, as the PSAPS remained independently owned, staffed and operated, and each PSAP owner remained solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those participating agencies within its respective service territory. Each PSAP owner remained solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB was inadequate to provide a full level of funding for such activities; and

WHEREAS, from time to time, the IVRD has approved and entered into addenda to the 2016 Agreement to allow certain units of local government (e.g., cities and fire protection districts) to become an “Associate Member” of the IVRD in order to provide dispatch services to the Associate Member; and

WHEREAS, from time to time, the IVRD and the Original Members and the Associate Members have approved an “Updated Exhibit “A” to the 2016 Agreement to amend the Schedule of IVRD Fees, Charges and Costs Payable by the Original Members and the Associate Members; and

WHEREAS, in 2023, the respective Corporate Authorities of the Original Members approved certain amendments to Sections 2.1 (Chair, Vice-Chair and Secretary), 6.8 (Treasurer; Appointment), 7.1 (Financial and Human Resource Operation Services) and other Sections of the 2016 Agreement related to changes in administrative matters and other text updates for consistency purposes, which resulted in the replacement of the 2016 Agreement by this “AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE “ILLINOIS VALLEY REGIONAL DISPATCH” FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM”; and

WHEREAS, Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Constitution of the State of Illinois and Chapter 220/ of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

WHEREAS, the respective Corporate Authorities of the Original Members have authorized and directed the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Original Members as follows:

ARTICLE I
ILLINOIS VALLEY REGIONAL DISPATCH ESTABLISHED

1.0. Creation; Purpose; Incorporation of Recitals; Membership. With the approval of the 2016 Agreement, the Participating Agencies have established an intergovernmental cooperative venture known as the “**Illinois Valley Regional Dispatch**” (“IVRD”) for the operation, maintenance and upgrade of a centralized, combined emergency services dispatch and communication system (the “System” or “IVRD PSAP”), for the purpose of administering the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this Agreement to provide facilities,

equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services within the service territories of the Participating Agencies; (2) the operation, maintenance, replacement, upgrades and staffing of the IVRD PSAP; and (3) the implementation of this Agreement.

1.1. Legal Status. The IVRD and the joint emergency telephone system board (i.e., the “IVRD JETSB”) created under the 2016 Agreement shall be considered a “public safety agency” as defined at Section 2.02 of the Emergency Telephone System Act (50 ILCS 750/2.02).

1.2. Incorporation of Recitals. The foregoing Recitals are a material part of this Agreement and are incorporated in this Section as if they were fully set forth herein.

1.3. Effective Date. The Effective Date of the 2016 Agreement was June 20, 2016. This Agreement shall be effective after at least two (2) of the Participating Agencies have properly and legally passed, approved and published in pamphlet form an ordinance, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. The Agreement shall be binding only on those Participating Agencies that adopt the approving ordinance and execute this Agreement. **This Agreement shall be binding on all of the Participating Agencies that have passed and approved an authorizing ordinance necessary to approve of this Agreement and shall only be terminated in accordance with Article X (Withdrawal, Termination and Dissolution) of this Agreement. If a Participating Agency decides to not approve this Agreement, then its termination and withdrawal from the IVRD and the 2016 Agreement shall occur in accordance with Article X (Withdrawal, Termination and Dissolution) of the 2016 Agreement.**

1.4. Membership.

1.4.1. Members. The Cities of La Salle, Mendota, Oglesby and Peru are the Original Members of the IVRD. Additional members may be admitted to the IVRD pursuant to approval by a **majority vote** of the Board of Directors (the “Board”) (defined below), and, upon such admission, a new Member shall be referred to as an “Associate Member” (defined below) and have those rights as set forth in this Agreement, as amended, any addendum or any participation agreements that the Board approves with the Associate Member. As used in this Agreement, the terms “Member” or “Participating Agencies” shall refer to both Original Members and Associate Members. In the event that legislation changes the corporate name or composition of any Member, the Member’s successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

1.4.2. Termination of Local ETSBS. Per Section 15.4(e) of the Act (50 ILCS 750/15.4(e)), the Participating Agencies have adopted ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Agency, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB (or the IVRD JETSB) and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Agency owes in regard to membership in the La Salle County

JETSB (or the IVRD JETSB); and (2) the termination of the local ETSBS will be effective only upon the creation of the La Salle County JETSB (or the IVRD JETSB) and the regulatory approval of the La Salle County JETSB (or the IVRD JETSB) by the State 9-1-1 Administrator. Once certified, the La Salle County JETSB (or the IVRD JETSB) shall authorize, by adoption of the required resolution(s), the expenditure of all remaining local ETSB funds of each Participating Agency in accordance with the applicable laws, and will expend each Participating Agency's local ETSB funds, on behalf of the Participating Agency, consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets. The balance of such ETSB funds shall be paid to the La Salle County JETSB'S (or the IVRD JETSB) Emergency Telephone System Fund and the La Salle County JETSB'S (or the IVRD JETSB) Wireless Emergency Telephone System Fund for use by the La Salle County JETSB (or the IVRD JETSB) for allowable purposes under applicable laws.

1.4.3. Funding. This Agreement recognizes and provides for the funding sources and cost sharing obligations of the Participating Agencies for the IVRD PSAP. This funding arrangement is necessary in the event the La Salle County JETSB is not created, or, if even it is created, because the Participating Agencies understand that because the La Salle County JETSB will receive and allocate ETSB funds to the three above referenced PSAPS, but the La Salle County JETSB will not fully fund the operations, maintenance, upgrades and staffing of each of the PSAPS. The IVRD, as the owner of the IVRD PSAP, shall be solely responsible to fully fund the operations, maintenance, upgrades and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB (or the ETSB Funds received from the IVRD JETSB, if created) will not be adequate to provide a full level of funding for such activities.

1.4.4. Delivery of Services to Non-Members. Subject to a **majority vote** by the Board approving a service agreement to compensate the IVRD for the provision of certain Services, the IVRD may, but is not obligated to, provide certain fire, EMS, Law Enforcement communication, and other contractual services to non-Members.

1.4.5. Non-Refundable Capital and Operating Participation Fee. As a condition of membership, each Member shall be responsible for paying to the IVRD a "Non-Refundable Capital and Operating Participation Fee" as defined below.

1.4.6. Associate Members; Eligibility. All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join the IVRD as Associate Members, subject to the provisions of this Agreement, as amended.

1.4.7. Approval of Associate Members. Upon approval as required herein, an Associate Member shall have the limited rights and obligations set forth under this Agreement, as amended, and any addendum. Approval of an Associate Member shall be contingent upon each of the following:

1. Execution of an Addendum to this Agreement.
2. Delivery to the IVRD of a certified copy of a duly enacted ordinance, in proper form, authorizing and directing execution of the Addendum to this Agreement, and further

agreeing to be bound by the Addendum and this Agreement and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the IVRD.

3. Payment to the IVRD of the “Non-refundable Capital and Operating Participation Fee”, a prorated Annual Services Fee, and any other fees, as determined by the Board based on information provided by the Treasurer or any IVRD financial consultant. If necessary, the new Member shall pay additional Capital Costs needed by the IVRD or the new Member to update the equipment and facilities to allow for the service of the new Member and not diminish the existing service level of the other Participating Agencies, as determined by the Board based on information provided by the Treasurer or the IVRD’s financial consultant. The amount of any additional Capital Costs received shall be credited to those Participating Agencies that incurred the Capital Costs in accordance with this Agreement or contributed towards items in the Capital Budget and/or the Operating Budget, or paid into the Capital Equipment Fund or the Reserve Fund in allocations as determined by the Board.
4. Timely payment of all required fees or amounts as may be determined by the Board consistent with the provisions of this Agreement.
5. The Board’s determination that the IVRD can adequately serve the new Associate Member without diminishing the ability of the IVRD to continue to serve its existing Members and Non-Members.
6. Approval by a **majority vote** of the Board holding office.

1.5. Definitions. The following terms shall be defined as follows:

Annual Budget means: The Budget adopted annually that provides for the annual operations, maintenance and capital needs of IVRD to operate the IVRD PSAP and the System, and includes the Capital Budget and the Operating Budget.

Operating Costs means: Costs relating to the operations of the IVRD PSAP and the IVRD, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.

Annual Service Fees means: Annual (or periodic) fees, determined by the Board, payable by each Member to pay for the annual operations, maintenance, upgrades and capital needs of the IVRD as a condition of the Member’s continued participation in the IVRD and continued receipt of the Services.

Associate Member means: A Member who is not part of the Original Members, is not eligible to serve on the Board, and who is admitted to participate in and receive some or all of the Services of the IVRD under a participation agreement or an addendum to this Agreement that has been approved by the Associate Member and the Board in accordance with this Agreement. The Associate Member shall have those rights as set forth in this Agreement, any addendum or any participation agreements that the Board approves with the Associate Member.

Non-Member means: Any county, municipality, fire protection district, other unit of local government and/or public safety agency who may receive some type of Services from the IVRD pursuant to a service agreement that has been approved by the Non-Member and the Board in accordance with this Agreement.

By-Laws means: A set of rules that may be prepared to assist with the governance and operation of the IVRD and its Board, the Executive Director, the Fire / EMS Operations Committee and the Law Enforcement Committee, other committees or subcommittees. The Board may approve any By-Laws or amendments thereto.

Capital Budget means: The portion of the Annual Budget that provides for the annual capital needs of the IVRD to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the IVRD dispatch operations and personnel.

Capital Equipment Fund means: The bank account that holds funds for the purpose of purchasing or acquiring capital equipment for use by the IVRD.

Capital Costs means: Any costs related to the maintenance, upgrades, repair or replacement of the System or portions thereof, such as any equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the IVRD dispatch operations and personnel.

Dispatch and Communication System (“System”) means: A centralized, combined emergency services dispatch and communication system.

Dispatch Services means: The receiving of communications requesting emergency management services and police protection/fire protection/emergency medical and ambulance services by IVRD dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

Emergency Telephone System Fund means: The separate interest-bearing bank account(s) that the IVRD shall maintain to receive surcharge monies paid to it by the State of Illinois or the La Salle County JETSB (or the IVRD JETSB), who collects such surcharge funds on behalf of the Participating Agencies. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/), as amended.

Grant Funds means: The funds that are awarded by any private or public entity to or for the benefit of the La Salle County JETSB (or the IVRD JETSB), any Participating Agencies or the IVRD PSAP that is covered by this Agreement. The IVRD may apply for any grant funds in furtherance of the objectives of this Agreement.

Local ETSB Reserves means: The monies held by each Participating Agency’s local ETSB in accordance with the applicable sections of the Act and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the La Salle County JETSB (or the IVRD JETSB) and then forwarded to the IVRD to support the IVRD and the IVRD PSAP. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

Member means: See definition of Participating Agency below.

Original Members means: See members listed above on Page 1.

Non-Refundable Capital and Operating Participation Fee means: The Fee payable by each Participating Agency as a condition of membership in the IVRD that covers a portion of the **Capital Costs** incurred in the establishment of the IVRD and a portion of the ongoing **Operating Costs** of the IVRD that the new Associate Member is obligated to contribute towards, and, if necessary, the payment of additional **Capital Costs** needed to update, expand or modify the hardware and/or software, equipment and facilities to allow the IVRD to provide Services to the new Associate Member and not diminish the existing service level of the other Members and any

Non-Members. This Fee shall be determined by the Board and shall be based on information provided by the IVRD's financial consultant. Each new Associate Member shall pay a proportionate share of the normal, continuing operating expenses of the System as well as its proportionate share of any special assessment relating to the System or the IVRD, which may be approved by the Board. For the Original Members, this Fee shall consist of the initial contributions by each to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

Participating Agency (or Participating Agencies) means: Any municipality, fire protection district or unit of local government that agrees to participate in the IVRD by approving this Agreement or an Addendum to this Agreement, and has been accepted and authorized to participate in the IVRD in accordance with the terms of this Agreement and any addendum. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes.

Operating Budget means: The portion of the Annual Budget that provides for the annual operating needs and expenses of the IVRD to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.

Operating Costs means: Any costs incurred by the IVRD related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.

Start-Up Budget means: A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative, capital and operational costs of the IVRD and the IVRD PSAP during its first fiscal year.

Supplemental Fee means: A special Fee, as determined by the Board and payable by the Members, that is necessary to fund certain anticipated and/or unanticipated expenses, debts or liabilities (e.g., a loan or the IVRD's matching portion of a grant) of the IVRD. All Members shall be obligated to timely pay any supplemental fees assessed by the IVRD as determined by the Board.

Recapture Fee means: The fee, determined by the Board, based on information provided by IVRD's financial consultant, that shall be paid by any withdrawing or terminated Participating Agency or Associate Members to reimburse the other Participating Agencies or Associate Members for all incurred but unpaid or to be incurred obligations relating to the annual administrative operations, maintenance and capital needs of the IVRD, including any incurred but unpaid or to be incurred operating costs, and unamortized Capital Costs incurred or paid for by the IVRD. These Capital Costs include, but are not limited to, any type of IVRD-related improvements to the buildings or structures owned by the withdrawing or terminated Participating Agency or Associate Member that were used by the IVRD or Capital Equipment incorporated into the buildings or structures that were part of the IVRD's System and those improvements will no longer be available to the IVRD or the other Participating Agencies after the Participating Agency or Associate Member withdraws from or terminates its participation in the IVRD, or upon dissolution of the IVRD or the termination of this Agreement. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Agencies or Associate Members who would be obligated to pay part of the existing, on-going financial obligations of the IVRD, who have received certain services but not paid their fair share, who have their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of IVRD, and then, upon withdrawal from or dissolution of the IVRD or termination of this Agreement, those Participating Agencies or Associate Members

retain the value of such improvements.

Reserve Fund means: The monies retained in a bank account by the IVRD that equals a certain percentage of the typical annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operations, maintenance, upgrade and capital needs, and other lawful purposes of the IVRD in emergency or special circumstances. As part of its fiscal policies, the Board, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Treasurer or any IVRD financial consultant or the IVRD'S auditor.

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the IVRD shall maintain to receive surcharge monies paid to it by the State of Illinois or the La Salle County JETSB (or the IVRD JETSB), who collects such surcharge funds on behalf of the Participating Agencies. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) and the Emergency System Telephone Act (50 ILCS 750/), as amended.

ARTICLE II BOARD OF DIRECTORS

2.0. Composition. Management of the IVRD shall be vested in the Board of Directors (the "Board"), consisting of the following representatives selected from each of the Original Members:

- a. One (1) elected official (e.g., Mayor or Alderman), or his/her designee.
- b. One (1) appointed officer or employee (e.g., City Manager / Administrator or Finance Director), or his/her designee.
- b. One (1) Law Enforcement Chief, or his/her designee.
- c. One (1) Fire / EMS Chief, or his/her designee.

The eligible designees shall be designated for each respective Original Member, in writing, by each of the Original Members. One (1) representative from each Associate Member and each Non-Member may attend meetings of the Board and may participate in the meetings, as permitted by the Chair, but representatives of the Associate Members shall not be eligible to serve on the Board and shall not have a vote on matters that come before the Board.

If any member of the Board fails to retain the status necessary to serve on behalf of the Member that he/she represents, then the Member shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board until a successor is duly appointed and qualified.

2.1 Chair, Vice-Chair and Secretary. Based on the rotation provided for below, the Board shall, at its initial meeting and subsequent annual meetings, appoint one (1) of its members to serve as the Chair, whose term shall run for two (2) years or until a successor is appointed. At its initial annual meeting and subsequent annual meetings, the Board shall also appoint one (1) of its members to serve as the Vice-Chair, whose term shall run for two (2) years or until a successor is appointed. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and under this Agreement. In the absence of the Chair or in the event the Chair is unable or unavailable to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair

at a meeting, the Board shall elect a Chair pro-tem to undertake the duties of the Chair for that particular meeting. Each Participating Agency shall designate its representative(s) to fill these positions.

2.1.1. One (1) representative from the below-listed Original Members shall serve as Chair on a rotating, two (2) year term basis, in the following order:

1st Chair appointment (years one and two*)	Peru
2nd Chair appointment (years three and four)	La Salle
3rd Chair appointment (years five and six)	Mendota
4th Chair appointment (years seven and eight)	Oglesby
5th Chair appointment (years nine and ten)	Peru

2.1.2. One (1) representative from the below-listed Original Members shall serve as Vice-Chair on a rotating, two (2) year term basis, in the following order:

1st Chair appointment (years one and two*)	La Salle
2nd Chair appointment (years three and four)	Mendota
3rd Chair appointment (years five and six)	Oglesby
4th Chair appointment (years seven and eight)	Peru
5th Chair appointment (years nine and ten)	La Salle

*The initial term of the Chair and the Vice-Chair shall include the first partial fiscal year of operation and then two (2) consecutive fiscal years thereafter. If a representative(s) of a Original Member declines to serve as Chair or Vice-Chair, then the representative(s) of the next Original Member in the above rotation shall serve in that capacity for the two (2) year term. Representatives from the same Original Member shall not serve at the same time as Chair and Vice-Chair, and the Board shall make the necessary appointment(s) to maintain the separation and alternating terms among the Original Members, as provided for above.

2.1.3. Secretary: The Secretary to the Board shall be selected by the Board and shall:

- a. Take and keep the minutes of the Board meetings.
- b. See that all notices are duly given in accordance with applicable laws, including the Open Meetings Act (5 ILCS 120/) (the “OMA”).
- c. Be custodian of the records of the IVRD and perform all customary duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board.
- d. Serve as one of the designated Freedom of Information Officers for the IVRD.
- e. Perform the above duties in accordance with the OMA.

In the absence of the Secretary, or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary’s absence.

2.1.4. Duties of the Chair:

- a. The Chair shall:
 - i. Oversee all business and affairs of the IVRD and preside over the meetings of the Board.
 - ii. Execute any documents as authorized by the Board.
 - iii. Perform all duties incidental to the office of Chair, and those that may be

- prescribed by the Board.
- iv. From time to time, call for the creation of such committees and subcommittees as may be needed to assist the Board with its duties and appoint members of the Board or other representatives of the Members to serve on each committee or subcommittee as members or liaisons.
 - v. Serve as a liaison between the Board and the Executive Director (if appointed).
 - vi. Recommend to the Board the annual salary and employment benefits of the Executive Director (if appointed).
 - vii. Meet with the Executive Director (if appointed) and the Vice-Chair to deliver an annual performance evaluation and report of the Executive Director (if appointed) as prepared by the Board. The Chair shall report on the outcome of the annual performance evaluation to the Board at the next available meeting.
 - viii. Perform the duties of the Executive Director per Article V (Executive Director) below, whenever the Executive Director position is not filled.
- b. The Vice-Chair shall:
- i. Perform the duties of the Chair when the Chair is absent or unable or unavailable to act.

2.2. Meetings of the Board of Directors.

- a. All regular and special meetings of the Board or any subcommittee of the IVRD shall comply with the applicable provisions of the OMA, as amended from time to time. Notices of and agendas for any regular, emergency, special meeting and closed (executive session) meeting shall be posted in accordance with the OMA.
- b. The regular meetings of the Board shall be held on the second Tuesday of each month. The Secretary, or his/her designee, shall cause notice of all meetings, including an agenda, to be posted at the **IVRD's Principal Office (Address: City of Peru Municipal Building, 1901 4th Street, Peru, Illinois)** and at the actual location of the meeting (if different than the IVRD's Principal Office), and shall cause the notice to be delivered or electronically mailed (a) to each member of the Board at least forty-eight (48) hours before the meeting and (b) to members of the media requesting same. The business of the meeting shall not be limited to the agenda, but no action shall be taken on any item which is not listed on the agenda of the meeting posted in accordance with the OMA.
- c. Special meetings of the Board may be called by the Chair, by a majority of a quorum of the Board, by the Board on its own motion, or by the Executive Director (if appointed) upon written request, provided that at least forty-eight (48) hours prior written notice of the special meeting, specifying the time, date and location of the meeting, shall be given to each Board member and an agenda specifying the agenda item(s) of such special meeting shall accompany such notice. The date, time and location of a special meeting shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda for the meeting, shall be delivered or electronically mailed to each member of the Board and members of the media requesting same at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered and acted upon at the meeting.
- d. Emergency meetings. In the event of a bona fide emergency, notice of an emergency meeting shall be given to each member of the Board and members of the media requesting same as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances as required by the OMA.
- e. Rules of Procedure. Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.

f. Compensation; Reimbursement for Business Expenses. No member of the Board shall receive any salary or compensation from the IVRD for serving as a Board member or on any subcommittee, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

2.3. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at a meeting of the Board. If less than a majority of the Board is present at a meeting, the Board members present may adjourn the meeting without further notice.

2.4. Voting Requirements.

- a. Each Board of Director, or his/her designee, shall be entitled to cast one (1) vote on each matter before the Board for action.
- b. No proxy or absentee votes shall be allowed, except that a member of the Board may participate and vote during a meeting if he or she is eligible to attend the meeting via electronic attendance and complies with the electronic participation rules below.

2.5. Electronic Participation In Meetings. In accordance with the OMA, members of the Board, the Fire / EMS Operations Committee (defined below), the Law Enforcement Operations Committee (defined below) and any subcommittee may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

2.5.1. Rules and Procedures.

- a. Definitions. The definitions of the terms “meeting,” “public body,” “other means,” “quorum” or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.
- b. OMA Compliance. The Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee shall comply with all of the applicable requirements of the OMA, as amended.
- c. Quorum. The Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the actual location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.
- d. Meeting Minutes. Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.
- e. Electronic Attendance and Participation. Provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee may attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:
 - i. personal illness or disability; or

- ii. employment purposes or the business of the public body; or
- iii. a family emergency or other emergency.

Where a member of the Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after the convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

2.6. Powers of the Board of Directors. The Board shall have all powers, express and implied, not inconsistent with or contrary to the laws of Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), or any other applicable laws or regulations or this Agreement or the By-Laws, that are necessary for it to carry out the purpose of the IVRD as stated in this Agreement, including the following:

- A. To enter into contracts in its own name, including contracts for performance of the Services to other public agencies, provided that such contracts are within the amounts in the annual budget, as amended.
- B. To employ employees and professional service consultants.
- C. To acquire, accept contributions, lease, hold and dispose of property, both real and personal, subject to the approval of the Board.
- D. To incur debts, liabilities or obligations necessary for the accomplishment of its purpose which are within the amounts in the annual budget, as amended; and to sue or be sued to enforce its contracts, liabilities and the duties owed it.
- E. To purchase or lease necessary equipment.
- F. To employ necessary personnel for the operation and maintenance of the System so that it is adequately designed to handle citizens' calls for law enforcement, fire and emergency medical services as well as the dispatch of Members' response units.
- G. To add additional counties, municipalities, fire protection districts, other units of local government and/or public safety agencies to the IVRD, subject to the approval of the Board.

2.6.1. Duties of the Board of Directors. The Board shall:

- a. Determine and approve general policies of the IVRD.
- b. Adopt the Annual Budget of the IVRD.
- c. Determine the number of employees and approve job descriptions of persons employed on behalf of the IVRD, as recommended by the Executive Director (if appointed). All employees will be employees of the IVRD for insurance, retirement plan or other related purposes; however,

the hiring, promotion, demotion, discipline and discharge of employees shall be under the exclusive control of either the Executive Director (if appointed) or the Board.

d. Appoint and remove the Executive Director (if appointed).

e. Set the salary and employment benefits of the Executive Director (if appointed) and all IVRD employees.

f. Ensure that the IVRD hires a certified accountant or a certified financial auditing firm as auditor, to perform all required annual audits of IVRD's financial affairs and to prepare all annual audit reports for approval by the Board.

g. Review and approve the annual financial audit(s) of the IVRD.

h. Designate the officers (Chair, Vice-Chair, Secretary, Treasurer) and the Executive Director (if appointed) who are authorized to execute and deliver contracts or any other instrument in the IVRD's name and on its behalf in the furtherance of its purpose. This authority may be general or limited to specific transactions or types of transactions. The officers (Chair, Vice-Chair, Secretary, Treasurer) and the Executive Director (if appointed) shall execute all documents required to evidence the authority to sign orders of payment of money, and notes or other orders of payment of money, and execute all documents required to evidence the authority of the officer(s) or agents. The Chair, Vice-Chair and Secretary shall be generally authorized to execute and deliver contracts or any other instrument in the IVRD's name and on its behalf in the furtherance of its purpose. The Executive Director (if appointed) shall execute contracts and other instruments in the IVRD's name only upon authorization of the Board, unless the value of the contract is within the Executive Director's (if appointed) spending authority.

i. Adopt and review any By-Laws or other internal policies and procedures to govern the IVRD or the deliberations and proceedings of the Board, any committee or subcommittee.

j. Approve new Members and expel existing Members in accordance with established procedures in this Agreement.

k. Ensure that decisions concerning development, operation, upgrades and cost sharing, expenditure approval, personnel and equipment utilization are consistent with the purpose of the IVRD, the policies established by the Board and the limits fixed by the approved budget.

l. Review and approve, from time to time as necessary, the IVRD's personnel manual.

m. Complete annual performance evaluations of the Executive Director (if appointed) and other IRVD employees (as applicable).

n. Review and provide comments on the draft Annual Budget prepared by the Executive Director (if appointed) and take action to approve a final version of the Annual Budget before the start of each subsequent fiscal year.

o. Review and approve a Capital Budget for the implementation and operation of the System and five-year projections of capital equipment needs and anticipated costs and operating costs.

p. Authorize budget amendments and the transfer of IVRD funds within the total budget or between budgeted line items to meet unanticipated needs or to meet changed conditions.

q. Subject to the policies determined by the Board, enter into contracts, licenses or leases, or other similar arrangements, with other counties, municipalities, fire protection districts, units of local government and/or public safety agencies, private or public corporations, associations, entities and persons as authorized in the Illinois Intergovernmental Cooperation Act for any public purpose, including their use of the IVRD's facilities, equipment and services and to establish appropriate fees and charges therefore. No contract or other obligation of the IVRD shall be binding on the IVRD, unless it is reduced to writing and is approved by the Board at an open meeting and listed on an agenda as an action item.

- r. Conduct and approve long-term planning for capital improvements, operational needs and multi-year expenditures.
- s. Review the facility operations, financial reports and the Executive Director's (if appointed) or the Treasurer's periodic and annual reports.
- t. Review and declare as "surplus" and approve the disposal of such surplus personal property and real property as determined by the Board in accordance with applicable Illinois laws.
- u. Allow the Executive Director (if appointed) or the Treasurer to pay all bills in a timely manner and submit a warrant list and checks to the Board for approval and signatures at monthly meetings.
- v. Assist the IVRD from time to time in lobbying legislators (State and Federal) and/or State or Federal Agencies on issues affecting public safety, in particular emergency dispatching and communications systems and airwaves (Federal Communications Commission).
- w. Approve all contracts with third parties (e.g., vendors, insurers, employee benefits providers, suppliers, utilities, independent contractors, consultants, professional service providers and other units of local government and governmental entities and agencies), including the hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/.
- x. Authorize public works projects and the purchase of equipment and supplies pursuant to the applicable public bidding provisions of Illinois law.
- y. Approve the use of the Surcharge Funds and Wireless Surcharge Funds in accordance with the Annual Budget and applicable law.
- z. Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth in applicable State or Federal law, which are not otherwise prohibited by applicable law.
- aa. Create and provide direction to committees and subcommittees, as needed.
- bb. May create one or more management positions, as needed.

2.7. By-Laws. See definition of By-Laws above. A set of By-Laws may be prepared and approved by the Board, which will provide additional direction and detail in regard to the governance of the IVRD, the IVRD PSAP and the IVRD JETSB (if created). If adopted, the By-Laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-Laws being placed on file with the Secretary.

2.8. Prohibited Actions. The IVRD shall not have the power of eminent domain or the power to levy taxes.

2.9. Committees. The Board is authorized to create and provide direction to committees and subcommittees, as needed.

- a. The Board has established a Fire / EMS Operations Committee and a Law Enforcement Committee to assist with the governance and operations of the IVRD. The composition, authority, activities, duties and governance of the Fire / EMS Operations Committee and the Law Enforcement Committee are set forth below.

2.9.1. Fire / EMS Operations Committee and Law Enforcement Operations Committee

1. Composition:

a. The Fire / EMS Operations Committee shall consist of the Executive Director (if appointed) and one (1) representative from the Fire / EMS Department of each Original Member and Associate Member. Each Member shall designate, in writing, one (1) alternate from its Fire / EMS Department to serve in the absence of the primary representative. Only one (1) representative from each Member shall be entitled to vote at each meeting of the Fire / EMS Operations Committee. The Executive Director shall serve as Chair of the Committee (if appointed); otherwise, the Committee shall select a Chair from its members on an annual basis.

b. The Law Enforcement Operations Committee shall consist of the Executive Director (if appointed) and one (1) representative from the Law Enforcement Department of each Member. Each Member shall designate, in writing, one (1) alternate from its Law Enforcement Department to serve in the absence of the primary representative. Only one (1) representative from each Member shall be entitled to vote at each meeting of the Law Enforcement Operations Committee. The Executive Director shall serve as Chair of the Committee (if appointed); otherwise, the Committee shall select a Chair from its members on an annual basis.

c. On an annual basis, the Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall each select their own Vice-Chair, who shall serve as Acting Chair when the Executive Director (if appointed) or Chair is absent from a meeting.

d. Each Member shall designate its Law Enforcement Department and Fire / EMS Department representatives and one (1) set of alternate representatives, in a written communication from the chief elected official or the chief administrative officer of the Member, and forward said communication to the Board, the Executive Director (if appointed) or Committee Chair. The designated public safety representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above.

e. No member of the Fire / EMS Operations Committee or the Law Enforcement Operations Committee shall receive any compensation for serving on those Committees, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on those Committees.

f. If any member of the Fire / EMS Operations Committee and the Law Enforcement Operations Committee fails to retain the status necessary to serve on behalf of the Member that he/she represents, then the Member shall inform the Board and the Chair of the respective Fire / EMS Operations Committee and the Law Enforcement Operations Committee of this fact and designate an otherwise qualified representative to serve on the respective Committee, until a successor is duly appointed and qualified.

2. **Meetings:**

a. The Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall meet on a quarterly basis, or more frequently, if requested by the Executive Director (if appointed) or the Committee Chair. Each December, the Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting. The Executive Director (if appointed), or his/her designee, or a person appointed by the Committee Chair shall also serve as Secretary to the Fire / EMS Operations Committee and the Law Enforcement Operations Committee, and shall perform the same secretarial duties as required for the Board.

b. Notice of the regular meetings, including an agenda, shall be delivered or electronically mailed: (a) to each Committee member at least forty-eight (48) hours prior to the meeting, and (b) to all media requesting same.

c. Special meetings may be held at the request of the Executive Director (if appointed) or any Committee member or the Board, with at least forty-eight (48) hours' notice given. In the event of a bona fide emergency, notice of an emergency meeting shall be given as soon as practicable, in a manner that is reasonably calculated to provide actual notice under the circumstances.

d. All notices of regular, special, closed (executive session) and emergency meetings and agendas therefor shall be prepared, posted and distributed by the Committee Chair or the Executive Director (if appointed), or his/her designee, in accordance with the OMA, as amended from time to time.

e. A quorum for the transaction of all Committee business shall consist of a majority of Committee members.

f. Robert's Rules of Order shall govern the conduct of all Committee meetings, until the respective Committees establish their own rules of proceeding.

g. Disputes. Any disputes or complaints regarding matters that come before the Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall be resolved by the Executive Director (if appointed) or the Committee Chair, in his/her discretion. If the dispute or complaint involves a matter that has the potential to lead to liability for the IVRD or represents a major change to the day-to-day operations of the IVRD, the Executive Director (if appointed) or the Chair of the Board shall resolve the dispute or complaint, after input from the Board.

3. **Voting:**

a. A simple majority vote of the Committee members attending a meeting is required for either Committee to take final action on a matter or to provide direction on a matter.

b. No proxy or absentee votes are allowed, except that a Committee member may participate and vote during a meeting if he or she is eligible to attend the meeting via electronic attendance and complies with the electronic participation rules above.

4. **Duties:** The Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall provide recommendations to the Board and shall:

a. Be the point of participation for each Member's Law Enforcement Department or Fire / EMS Department representatives to discuss with the Executive Director (if appointed) and other Committee members budgetary, operations, personnel, training and other procedural concerns or matters.

b. Serve as a liaison to the Executive Director (if appointed) or the Board in the coordination and preparation of budgetary matters and unified operations, personnel and training procedures.

c. Be a resource for the Board in researching budgetary matters, operations, personnel and training matters, and special topics of interest.

d. Forward complaints or compliments concerning the operation of the IVRD to the Executive Director (if appointed) or the Chair of the Board, or his/her designee, from the Members or any Member.

2.10. Resignation and Removal For Non-Attendance or Non-Cooperation.

2.10.1. Attendance: Any member of the Board or the Fire / EMS Operations Committee or the Law Enforcement Operations Committee, other committee or any subcommittee (as established by the Board, the Fire / EMS Operations Committee or the Law Enforcement Operations Committee) who is absent from the regular meetings of such Board, Committee or subcommittee for three (3) consecutive regular meetings of such Board, Committee or subcommittee, and who has not furnished written explanations for his or her absence, which are satisfactory to a majority of the Board, Committee or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or the Fire / EMS Operations Committee or the Law Enforcement Operations Committee or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, a simple majority of the Board in attendance votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

2.10.2. Non-Performance or Non-Cooperation: Any member of the Board or the Fire / EMS Operations Committee or the Law Enforcement Operations Committee, other committee or any subcommittee (as established by the Board, the Fire / EMS Operations Committee or the Law Enforcement Operations Committee) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or the Fire / EMS Operations Committee or the Law Enforcement Operations Committee or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to a majority of the Board, Committee or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, a majority of the Board votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Member may then designate a replacement to serve in that position.

ARTICLE III IVRD JOINT EMERGENCY TELEPHONE SYSTEM BOARD

3.0. Establishment. The IVRD's Joint Emergency Telephone System Board ("IVRD JETSB") shall only be created in the event that the Participating Agencies do not create the La Salle County JETSB, in which case this Agreement shall be amended to update this Article. The Corporate Authorities of the Participating Agencies shall approve the amendments to this Article by an addendum to this Agreement.

3.1. Composition. Reserved.

3.2. Chair, Vice-Chair and Secretary. Reserved.

- 3.3. Meetings of the Board. Reserved.**
- 3.4. Quorum. Reserved.**
- 3.5. Voting Requirements. Reserved.**
- 3.6. Electronic Participation in Meetings. Reserved.**
- 3.7. Powers and Duties. Reserved.**
- 3.8. Prohibited Actions. Reserved.**

**ARTICLE IV
PUBLIC SAFETY ANSWERING POINTS**

4.0. Consolidation of PSAPS.

4.1. Upon approval of this Agreement, and the certification and approval by the State 9-1-1 Administrator, of either a PSAP consolidation plan submitted by the La Salle County JETSB or a PSAP consolidation plan submitted by the IVRD, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan with a closure schedule for the PSAPs as mutually agreed upon by the PSAP owners/operators or as set by the IDSP:

- 1. La Salle PSAP
- 2. Mendota PSAP
- 3. Oglesby PSAP

4.2. The IVRD PSAP will continue to be operated, maintained, updated and staffed by the IVRD and will receive certain allocations of surcharge funds in accordance with the IGA of the La Salle County JETSB and/or this Agreement.

4.3. The service territory of the IVRD PSAP shall be the areas currently served by the each respective Participating Agency as of the Effective Date of this Agreement.

4.4. The IVRD PSAP will not expand its 9-1-1 dispatch service territory without first providing written notice of an intent to expand its 9-1-1 dispatch service territory and obtaining the approval of the State 9-1-1 Administrator and the La Salle County JETSB (if created). The expansion of service territory that requires adding one or more additional unit of local government to the La Salle County JETSB or to the IVRD will require, at a minimum: (a) new Member approval by the La Salle County JETSB and/or the IVRD, and approval of addenda, (b) re-allocation and re-calculation of the “per capita” formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new Member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.5. The IVRD PSAP may expand its non-9-1-1 dispatch service territories without notice to or obtaining the approval of the La Salle County JETSB, but such action requires approval of the Board.

ARTICLE V

EXECUTIVE DIRECTOR

- 5.0. Creation of Position.** The Board may hire a part-time or full-time Executive Director who shall:
- a. Serve as the administrative head of the IVRD.
 - b. Be directly responsible to the Board for the day-to-day administration operations of the IVRD.
 - c. Report directly to the Board.
 - d. Serve as Chair of the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and coordinate the activities of those Committees.
 - e. Be an “at-will” employee, who is appointed by and serves at the pleasure of the Board.
 - f. Be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of the office hereinafter set forth.
 - g. For day-to-day issues and questions, the Executive Director shall consult first with the Chair of the Board; if the Chair is not available, then he/she shall consult with the Vice-Chair. For operational issues, the Executive Director shall consult with the Vice-Chair of the Fire / EMS Operations Committee or the Vice-Chair of the Law Enforcement Operations Committee, as appropriate.
- 5.1. Eligibility.** No person shall be appointed as the Executive Director while that person is an elected official or officer of a Member.
- 5.2. Powers and Duties.** The Executive Director shall:
- a. Attend all meetings of the Board and serve as Secretary, unless excused from attendance by the Chair or Vice-Chair.
 - b. Attend all meetings and serve as Chair of the Fire / EMS Operations Committee and the Law Enforcement Operations Committee, unless absent due to performance of his/her job duties or permitted employment leave.
 - c. Have the right to take part in the discussion of all matters coming before the Board, but shall have no voting rights.
 - d. Have the right to take part in the discussion of all matters coming before the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and shall have voting rights.
 - e. Prepare agendas, and post and arrange for delivery of meeting notices and agendas of all emergency, regular and special meetings of the Board and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and any subcommittees.
 - f. Appoint, evaluate, promote, demote or terminate employees of the IVRD, in his/her sole discretion, and in accordance with the financial constraints of the approved Annual Budget and the personnel policies, procedures, and any governing collective bargaining agreements. Prior to taking action to demote or terminate an employee, the Executive Director shall consult with the Board as to the manner and procedure of discipline.
 - g. Recommend to the Board for adoption such measures as may be deemed necessary or expedient for the efficient operation of the IVRD, including recommendations regarding the implementation, operation and staffing levels of the IVRD, including on-going training of employees, and then implement the Board directives on a daily basis.
 - h. With input from the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and consultants, recommend to the Board equipment and technology

acquisitions, upgrades and maintenance of the System and the establishment of equipment specifications and coding systems and then implementation and oversight of such activities.

i. Enforce, administer and make operative the policies of the IVRD, as established by the Board, including coordinating and supervision of the implementation and upgrading and maintenance of the System serving the Members, and receiving and considering input from the Board and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee regarding the operations of the IVRD and acting on such input as deemed appropriate.

j. Establish standard operating practices and procedures and training protocols for the System and the IVRD's employees, with input from the Fire / EMS Operations Committee and the Law Enforcement Operations Committee.

k. Prepare and deliver periodic status reports of pending projects, operational activities and financial data (at least monthly) of the IVRD activities to the Board.

l. Timely submit invoices to the Members and other third parties who receive Services from the IVRD setting forth the payments due.

m. Prepare and present to the Board proposed Annual Budgets as well as a report of estimated revenues and expenses in order to determine the estimated funds necessary to defray the anticipated expenses of the IVRD for each fiscal year and to present same to the Board.

n. Prepare and present to the Board, the Fire / EMS Operations Committee and the Law Enforcement Committee annual projections of capital equipment needs and anticipated costs for the consecutive, rolling five (5) year periods regarding the System and the IVRD, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital Equipment Fund, the non-refundable Capital and Operating Participation Fee, and the Reserve Fund, and the use of the Surcharge Funds and Wireless Surcharge Funds, and the Recapture Fee (based on information provided by IVRD's financial consultant).

o. Prepare and present to the Board, the Fire / EMS Operations Committee and the Law Enforcement Operations Committee annual recommendations, including financial calculations, regarding contributions due from all the Members relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, and the Recapture Fee (based on information provided by IVRD's financial consultant) and the use of Surcharge Funds and Wireless Surcharge Funds.

p. Monitor the Annual Budget and submit periodic reports (monthly and quarterly financial data) to the Board and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee, comparing actual expenditures with budgeted expenditures.

q. Initiate and oversee the necessary actions to successfully receive full accreditation status for the IVRD in accordance with Section 9.6 below.

r. Serve as one of the designated Freedom of Information Officers for the IVRD.

s. Decide any disputes that may arise under this Agreement pursuant to Article XI (Dispute Resolution; Negotiation) below.

t. Decide any disputes or complaints regarding matters that come before or that arise among members of the Fire / EMS Operations Committee or members of the Law Enforcement Operations Committee, as set forth in Subsection 2.9.1(2)(g) above.

u. Perform such other duties and assignments as may be directed or delegated from time to time by the Board or as agreed to by the members of the Fire / EMS Operations Committee or the members of the Law Enforcement Operations Committee or other committees or any subcommittees.

5.3. Compensation and Employment Benefits. The Board shall determine the annual salary and employment benefits payable to the Executive Director.

5.4. Expenditure of Funds. The Executive Director, or his/her designee, shall have the authority to:

- a. Expend funds on behalf of the IVRD to purchase budgeted services, equipment and supplies in an amount not to exceed Five Thousand Dollars (\$5,000.00), without additional approval of the Board.
- b. In the event of an emergency that jeopardizes the IVRD's continued ability to operate, the Executive Director shall have the authority to expend up to Nine Thousand Five Hundred Dollars (\$9,500.00), regardless of whether the expense has been budgeted, after first giving notice to and obtaining the approval of the Chair or the Vice-Chair of the Board.
- c. Transfer funds up to Five Thousand Dollars (\$5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the IVRD. Such transfers shall be reported to the Board and the Treasurer in the Executive Director's next meeting report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board at least on an annual basis.

ARTICLE VI BUDGET AND FINANCES

6.0. Fiscal Year. The fiscal year of the IVRD shall commence on May 1st and end on the following April 30th.

6.1. Fiscal Policies. The Board may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget.

6.2. Annual Budget and Operating Funds.

6.2.1. The Board, with the assistance of the Executive Director (if appointed) and the Treasurer, shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the IVRD:

- A. Start-Up Operating Budget (one-time preparation).
- B. Annual Budget (includes the Start-Up Budget, the Operating Budget and the Capital Budget).
- C. Emergency Telephone System Fund.
- D. Wireless Service Emergency Fund.
- E. Any other fund deemed necessary for operation purposes or required by applicable law.

6.2.2. The amounts due pursuant to this Section from each Participating Agency shall be payable to the IVRD on a date determined by the Board.

6.2.3. The Board shall adopt an Annual Budget for the upcoming fiscal year at its April meeting each year. In addition, the Annual Budget process shall be handled as follows:

- a. The Executive Director (if appointed) or the Treasurer shall prepare a proposed Annual Budget for the Board to review at the Board of Director's January meeting each year. Copies of the proposed Annual Budget shall be delivered to each of the Board at least five (5) calendar days in advance of the January meeting.

- b. The Board shall review the proposed Annual Budget and direct the Executive Director (if appointed) or the Treasurer to make such modifications as the Board deems proper and advisable.

6.3. Fees and Cost-Sharing. Upon approval of the Annual Budget, the Board shall have the authority to fix fees for participation in the IVRD and the receipt of 9-1-1 Dispatch Services from the IVRD PSAP and methods of cost-sharing of such fees for all Original Members and Associate Members of an amount sufficient to provide the funds required by the current Annual Budget (the “Participation Fees”). The Annual Participation Fees shall cover all annual and long-term Operating Costs and Capital Costs for the IVRD and the IVRD PSAP. Each Participating Agency shall receive a credit towards the annual Participation Fees in the amount of its initial contribution of surcharge and other ESTB funds, as provided under Section 6.3.3. below, and its annually allocated surcharge and other ESTB funds as provided under Section 6.3.4. below.

6.3.1. Establishment of Annual Participation Fees and Cost-Sharing. For the period from the Effective Date of this Agreement to the termination of this Agreement, unless amended by a two-thirds (2/3rds) affirmative vote of the Board, the Annual Participation Fees assessed to each Participating Agency shall be charged as follows:

Annual Participation Fees shall be calculated and assessed on a “per capita” basis. The “per capita” population figures shall be calculated using the most recent data available from the United States Census Bureau. Any supplemental census data shall be considered by the Board as part of a written request by one or more Participating Agency for re-calculation of the “per capita” population figures and adjustment of the Annual Participation Fee allocation.

6.3.2. Allocation Formula for Cost-Sharing. The Board has selected a “per capita” cost-sharing formula for sharing of all costs associated with the IVRD and IVRD PSAP. If the Board determines that it is more equitable to change the prorata cost allocation formula, then the methodology used to calculate each Participating Agency’s share shall be reviewed during Board meetings open to the public and all data and different methodologies considered for cost allocation will be presented and discussed with input and recommendations from the Treasurer, the Executive Director (if any) and any IVRD-retained financial consultant. Any change to the prorata cost allocation formula shall be approved by the Board by a two-thirds (2/3rds) vote of the total number of Board members and such formula(s) may be amended from time to time without the need to amend this Agreement.

6.3.3. Credit for Initial Contributions of Local ETSB Surcharge and Other Local ETSB Funds for Start-Up Budget.

6.3.3.1. Emergency Telephone System Fund. Subject to each Participating Agency using any of its remaining local ESTB Surcharge Funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/ either to the La Salle County JETSB for use by the La Salle County JETSB as directed by its IGA or to the IVRD JETSB for use under this Agreement. Each Participating Agency shall be credited for the deposit of its Surcharge Funds into the La Salle County JETSB’S Emergency Telephone

System Fund accounts maintained for the IVRD PSAP and for itself, and such credit shall be applied to the Participation Fees. All expenditures of Surcharge Funds deposited into the La Salle County JETSB'S (or the IVRD JETSB'S) interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. The term "Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act. The credit received by each Participating Agency for the initial contribution of Local ETSB Surcharge Funds and other local ESTB funds shall be a "dollar-for-dollar" credit and shall not be prorated based on the cost-sharing allocation formula provided by this Agreement.

6.3.3.2. Wireless Service Emergency Fund. Subject to each Participating Agency using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) (collectively "Wireless Surcharge Funds"), to the La Salle County JETSB (or the IVRD JETSB) for use in the same manner as set forth above in Section 6.3.3.1.

6.3.4. Credit for Allocated Surcharge and ETSB Funds and Other Related Revenues. All ETSB Surcharge Funds and any other monies received by the IVRD from the La Salle County JETSB (or the IVRD JETSB), the State of Illinois or any other lawful sources on behalf of the IVRD and its Participating Agencies, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, shall be used to pay for the operations, maintenance, replacement, upgrades and staffing needs of the IVRD PSAP, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the IVRD in accordance with its Annual Budget and applicable federal or State law, as amended. The Annual Participation Fee of each Participating Agency will be calculated to account for the prorated portion of the Surcharge Funds and other ETSB funds that are attributable to the Participating Agency as received from the La Salle County JETSB (or the IVRD JETSB), the State of Illinois or any other lawful sources on behalf of the IVRD and its Participating Agencies, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law.

6.3.5. Use of Emergency Telephone System Fund and the Wireless Service Emergency Fund. Upon approval of a motion by the Board or a resolution by IVRD JETSB as required by Section 35 of the Act (50 ILCS 750/35), the Treasurer shall withdraw the approved amounts from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Agencies to pay all or portions of their respective Participation Fees. If there are not adequate funds to deduct and pay in full the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Agencies agree to contribute additional funds to satisfy the remaining portion of their Participation Fees.

6.3.6. Annual Determination of All Fees. Each Participating Agency's cost share of the Annual Participation Fees and any other required fees shall be approved by the Board annually. Such cost sharing determination shall be made no later than the first Board meeting of each calendar year, and submitted to the Board in January.

6.3.7. Payment Due Date; Billing. The payment of any assessed fees and other required charges shall be made to the IVRD on a periodic schedule as determined by the Treasurer. Payments shall be made by the tenth (10th) calendar day of the month, following receipt of an invoice issued by the IVRD. The Treasurer (or the Executive Director), or his/her designee, will be responsible for issuing billing statements to all Participating Agencies in advance of the payment due dates.

6.3.8. Payment of Fees. Each Participating Agency shall take all required actions to authorize the timely payment of its assessed fees and other required charges, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet the Participating Agency's shared cost obligations under this Agreement or any addendum. Continued membership in the IVRD shall be contingent upon the payment of the assessed fees and other required charges.

6.3.9. Delinquent Account; Voting and Participation. Any Participating Agency whose allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1). Any Participating Agency who is delinquent in paying any assessed fees and other required charges shall not be entitled to further voting privileges on the Board nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Agency is also subject to the removal provisions set forth in Article VII (Personnel Matters) below.

6.3.10. Establishment of Other Charges and Fees. On an annual basis, the Board, in its sole discretion, shall establish and adjust other charges and fees payable by one or more Participating Agencies that relate to the operations of one or more Participating Agencies or the operations of or the services received from the IVRD or the IVRD PSAP based on one or more formulas as determined by the Board from time-to-time. The Board, in its sole discretion, may also establish fees and other charges payable by Associate Members and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the IVRD or the IVRD PSAP pursuant to a service agreement. This Agreement does not have to be amended for the Board to establish or adjust any fee, charge or cost that may be assessed under this Agreement.

6.3.11. Supplemental Fees. If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the IVRD's matching portion of a grant) of the IVRD, all Members shall be obligated to timely pay any supplemental fees assessed by the IVRD, as determined by the Board.

6.3.12. Additional Costs. Whenever an Original Member or Associate Member relocates its communication equipment and/or the communication equipment of the IVRD to another location, and/or adds additional communication equipment to the Member's communication system, thereby increasing the IVRD's responsibilities, obligations or costs, any and all additional costs

incurred by the IVRD as a result of the aforesaid relocation of communication equipment to the Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Member. No Member of the IVRD shall relocate the equipment or property of the IVRD, or by any means increase the IVRD's annual Capital Costs or annual operational costs or long-term Capital Costs or long-term Operating Costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the IVRD for the purchase of new or additional equipment or technology, without first obtaining authorization from the IVRD's Board to relocate the IVRD's equipment and property and/or increase the IVRD's Capital Costs or Operating Costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired by the IVRD in accordance with this Section shall become the equipment/property of the IVRD, notwithstanding the fact that the existing Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board, the IVRD shall pay the costs of maintaining the equipment/property once it is purchased and installed.

6.4. Determination of Start-Up Budget; Cost Allocation Formula. Based on input and recommendations from the Treasurer, the Executive Director (if any), and any IVRD-retained financial consultant, the Board shall approve a Start-Up Operating Budget, which shall contain the anticipated revenues and expenses for the initial fiscal year of operations for the IVRD and the IVRD PSAP for the period from the inception of this Agreement to the end of the first fiscal year. The respective contribution amounts due from each Participating Agency to fund the Start-Up Operating Budget shall be calculated on the "per capita" cost-sharing formula set forth above in Section 6.3.1. In the event the number of Participating Agencies who are parties to this Agreement changes prior to the end of the first fiscal year, then the required contribution for each Participating Agency shall be re-calculated based on the prorata cost-sharing formula to account for the additional new Member or the subtraction of a Member.

6.5. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds. In order to receive allocations of ETSB Surcharge Funds, grant funds and other allocated revenues due the IVRD from the La Salle County JETSB (or the IVRD JETSB), the Treasurer (or the Executive Director, if appointed) or the Chair of the Board shall submit itemized reimbursement requests to the La Salle County JETSB (or the IVRD JETSB) and its Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB Surcharge Funds, grant funds and other allocated revenues to assist with the continued operations, maintenance, replacement, upgrades and staffing needs of the IVRD and the IVRD PSAP in a format as required by the La Salle County JETSB (or the IVRD JETSB). If the La Salle County JETSB is not created, the same type of submission shall be sent to the IVRD JETSB for approval.

6.6. Audits. The Board shall cause an annual audit of the financial affairs of the IVRD to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/). The Treasurer shall ensure that the IVRD complies with the annual audit filing requirements of the Illinois State Comptroller's Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Agency within thirty (30) calendar days of receipt by the IVRD.

6.7. Donated Equipment and Services. If any Participating Agency makes a donation of property or services to the IVRD and the Board accepts said donation, then the donating Participating Agency may

receive a credit against any amounts it owes under this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated equipment is successfully installed or received and determined to be operational; or (b) the donated services are performed. This Section does not apply to the donation of initial start-up personal property and services by new Members.

6.8. Treasurer; Appointment. The Treasurer of the IVRD, who shall be the treasurer, the chief financial officer, the finance director or any of their functional equivalents of one of the Participating Agencies or a State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant, shall be appointed by the Board from time to time. The Treasurer shall be the custodian of all funds received by the IVRD and shall maintain the financial records and personnel records for the IVRD. Funds shall only be invested in the same manner that the law allows for the investment of Illinois municipal funds. In cooperation with the Executive Director (if any), the Treasurer shall oversee the preparation of an investment and fiscal policy, and any updates, for the IVRD for approval by the Board.

6.8.1. No Voting Authority. The Treasurer shall have no voting authority on matters regarding the IVRD.

6.8.2. Compensation. The Board, in its discretion, shall determine and pay a fee for the services provided to the IVRD by the Treasurer plus reimbursement for actual, necessary and documented business expenses incurred as part of performing the duties of the Treasurer. If the Board hires a person from an auditing firm to serve as Treasurer, the Board shall set the level of compensation to be paid for the services provided.

6.8.3. Duties. The Treasurer shall:

- a. Be the custodian of all IVRD funds, including all Surcharge Funds held in the Emergency Telephone System Fund and the Wireless Service Emergency Fund or other authorized bank account(s).
- b. Provide on-going counseling to the Board, the Executive Director (if appointed) and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and the IVRD's auditor in matters of fiscal policy and fiscal administration of the IVRD.
- c. Make recommendations on investment policies and practices to the Board and the Executive Director (if appointed).
- d. Act as one of the required signatories of all of the IVRD's bank accounts, checks and investment instruments.
- e. Provide a bond or assurance in the amount of \$250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine. The IVRD shall pay the bond premium or fee. The liability of the Treasurer for the custody of the portions of IVRD funds that are authorized for release by the IVRD terminates upon delivery of the funds to the person or persons or entity or entities entitled to receive such funds.
- f. Prepare or assist the Executive Director with the preparation of Operating Budgets, Capital Budgets and financial reports.
- g. Maintain required financial management system.
- h. Process required financial transactions.
- i. Prepare or assist the Executive Director (if appointed) with the preparation and handling of requests for proposals for financial consultants and provide

recommendations to the Board and the Executive Director for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the IVRD.

6.8.4. Financial Reports and Warrant List. The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

6.9. Funds of the IVRD. All monies received by the IVRD shall be deposited in such banks, title or trust companies, depositories and/or other financial institutions as the Board may designate in accordance with applicable State law. Expenditures from these accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate Budget amendment, and shall be authorized by the Board or the Executive Director consistent with his/her limited spending authority.

6.10. Surcharge Funds of the IVRD. All ETSB monies received from the La Salle County JETSB (or IVRD JETSB) shall be deposited and expended in accordance with applicable federal or State law. Surcharge monies received pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. Surcharge monies received pursuant to the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) or any other enacted statutory revenue source or alternate revenue source shall be deposited into separate interest-bearing Wireless Service Emergency Fund accounts at a bank designated by the Board. No expenditures may be made from one of the Emergency Telephone System Fund accounts or other dedicated accounts maintained to receive surcharge monies from other enacted statutory revenue sources or alternate revenue sources, except upon direction of the Board. All expenditures from each of the Emergency Telephone System Fund accounts shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund accounts shall only be made to pay for the costs permitted by the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) or any other applicable law. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

6.11. Fiscal Policies. The Board may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures.

6.12. Procurement Policy. Purchases and/or letting contracts shall be done in accordance with the By-Laws and this Agreement, applicable State law, and any procurement policy and guidelines adopted by the Board.

6.13. Authorized Signatories. The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the IVRD maintains accounts: (1) Chair of the Board; (2) Vice-Chair of the Board; (3) Executive Director (if any); and (4) Treasurer. There shall be a "two signatory requirement" policy for authorizing any transfer and withdrawal of IVRD funds or executing any checks or other instruments that draw IVRD funds out of any bank, title or trust companies, depositories or other financial institution at which the IVRD maintains financial accounts. Any two (2) of the above-listed, authorized signatories

may sign such checks or instruments or authorize such transfers and withdrawals. The Treasurer shall distribute copies of all signed checks for review by the Board as part of a monthly or quarterly finance report.

6.14. Contract Signatories. The Board may authorize, by motion, resolution or ordinance, and approve at a public meeting, any officer or agent other than the Chair and Vice-Chair to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the IVRD; such authority may be general or confined to specific Board-approved instances.

6.15. Loans. No loans shall be procured on behalf of the IVRD and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

6.16. Financial Reports and Warrant List. At least on a monthly basis, the Treasurer shall provide to the Board and the Executive Director (if any) a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

ARTICLE VII PERSONNEL MATTERS

7.0 IVRD Personnel. Through the Annual Budget, the number and job descriptions of persons and the classification of the employment positions to be employed by the IVRD shall be determined by the Board, with input and recommendation by the Treasurer and/or the Executive Director (if appointed). All employees shall be solely employees of IVRD and not employees of any Participating Agency. The IVRD shall provide all employee benefits, retirement benefits, health insurance benefits and such other benefits deemed advisable by the Board. The Board, in its discretion, shall offer a retirement benefits plan (e.g., 401(k) plan or 457 plan) for its employees. The IVRD and each of the Participating Agencies are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

7.1. Financial and Human Resource Operation Services. All other necessary financial operations beyond those performed by the Treasurer, including but not limited to accounting, accounts payable and payroll, and limited human resource support activities (e.g., employee benefits matters, employee assistance program, employee manual) shall be performed by the Finance Department of one of the Participating Agencies pursuant to a reimbursement agreement entered into by the IVRD and the Participating Agency, or outsourced to a third-party contractor (e.g., State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant). The fee for such services shall be reviewed on an annual basis and may be adjusted in writing by mutual agreement of the IVRD and the Participating Agency or the third-party contractor.

a. Initial 12 Month Fee: **SUBSECTION DELETED.**

7.2. City of Peru Inmate Detention Area at IVRD PSAP. SUBSECTION DELETED.

ARTICLE VIII INSURANCE

8.0 Required Insurance Coverage. Upon approval of this Agreement, the Board, its discretion, shall procure and maintain insurance in coverage amounts not less than those listed below, during the term of this Agreement, as usually held by public entities, including but not limited to:

- a. Package Insurance Policy: Building, Fire and Casualty Insurance (Based on construction/reconstruction costs) including a list of facility locations and values with receivers/antennas/radio equipment, Special form blanket coverage recommended.
- b. Contents (Furniture/Fixtures), Equipment Breakdown coverage.
- c. Business Income and Extra Expense: with a limit at or greater than 50% of annual revenue.
- d. Portable Equipment (Tools/Equipment that are mainly used off premises).
- e. Crime Coverage - \$250,000 minimum including computer fraud/funds transfer and forgery/alteration with "faithful performance" included.
- f. General Liability (\$1,000,000 per occurrence \$2,000,000 Aggregate minimum).
- g. EPLI (Employment Related Practices Liability Insurance) \$1,000,000 minimum, claims made coverage with prior acts included.
- h. Cyber Liability - \$1,000,000 minimum limit, Cyber Extortion (Ransom) coverage.
- i. Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error): (\$1,000,000 per occurrence minimum/claims made with prior acts coverage is recommended) (Umbrella coverage to provide additional limits).
- j. Automobile Insurance: Physical Damage Coverage for owned vehicles with respective values; and Liability Coverage: \$1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no "owned" vehicles, then \$1,000,000 Hired and Non-Owned Policy.
- k. Workers Compensation: Statutory limits.
- l. Umbrella/Excess Liability: \$10,000,000 minimum amount. Follow form coverage to provide excess coverage over General Liability, Automobile Insurance, Directors/Officers and EPLI.

8.1. Notification of Participating Agencies' Insurers; IVRD'S Additional Insured Status. As a condition of membership, each Participating Agency shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Participating Agency in all aspects of the IVRD (and the IVRD JETSB) and all of the officials, officers, employees, agents and volunteers of each Participating Agency who perform services, directly or indirectly, for the IVRD (and the IVRD JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Participating Agency. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as "Illinois Valley Regional Dispatch" and the "Illinois Valley Regional Dispatch Joint Emergency Telephone System Board" (and all of the IVRD'S officials, officers, employees, agents and volunteers) are additional insureds of the Participating Agency. Copies of the certificates of insurance and endorsements for each Participating Agency shall be delivered to the Chair of the Board at the same time an executed copy of this Agreement is delivered.

8.2. IVRD'S Insurance; Participating Agency's Additional Insured Status. The IVRD shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms that each Participating Agency of the IVRD (and the IVRD JETSB) and all of the officials, officers, employees, agents and volunteers of each Participating Agency who perform services, directly or indirectly, for the IVRD (and the IVRD JETSB), including all persons who are appointed to serve on the Board, committee or any

subcommittee, shall be listed as additional insureds under the insurance policies that are in effect and cover the IVRD (and the IVRD JETSB).

8.3 Primary Coverage. For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Agencies shall be secondary to the insurance coverages maintained by the IVRD, for itself and its appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the IVRD, for itself and its appointed officials, employees, agents and volunteers, shall be the first level of insurance coverage and the Participating Agencies' insurance coverages shall be in excess of the IVRD'S insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the IVRD is exhausted, each of the Participating Agencies' insurance coverages will take effect on an equal-share basis (e.g., four (4) Participating Agencies will each be responsible for one-fourth of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney's fees and costs and plaintiff attorney's fees and costs).

8.4. Peru's Ownership Interest in IVRD PSAP. The City of Peru, as the owner of the IVRD PSAP, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the actual building and other improvements that comprise the IVRD PSAP that are not covered by the IVRD'S insurance. If there is a conflict in priority of insurance coverage, the IVRD's insurance shall be primary to the City of Peru's insurance coverages, as the IVRD is a tenant of the City of Peru.

8.5. Reporting. In the event of a claim, demand, lawsuit or other action filed against any Participating Agency or the IVRD or the IVRD JETSB and/or its officials, employees, agents, attorneys and volunteers, the Participating Agency or the IVRD shall notify, in writing, each of the Participating Agencies so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Participating Agency shall not affect coverage and the indemnification and defense obligations provided to the IVRD or the IVRD JETSB and/or its officials, employees, agents and volunteers.

8.6. Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's ability.

8.7. All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the Chair of the Board of the IVRD by certified mail, return receipt requested.

8.8. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A- and licensed to do business in the State of Illinois.

8.9. Placement of Insurance. The Board may choose to provide the coverages required herein or any other coverages deemed advisable by the Board, in whole or in part, through participation in an intergovernmental self-insured risk association or the commercial market.

ARTICLE IX DISPATCH CENTER AND FACILITIES

9.0. IVRD Dispatch – Primary. The Peru PSAP shall be the primary site where IVRD dispatchers and other IVRD employees work on a daily basis and provide Dispatch Services.

9.1. Provision of Dispatch Services. Dispatch Services shall be provided by the IVRD PSAP in accordance with the IVRD 9-1-1 Policies and Procedures Manual, as adopted, maintained and updated by the Board or the Executive Director (if appointed). A copy of the IVRD 9-1-1 Dispatch Policies and Procedures Manual shall be subject to amendment at any time by the Board or the Executive Director (if appointed), on an as-needed basis, and the most current version of the IVRD Policies and Procedures Manual shall be automatically incorporated by reference into this Agreement and made a part hereof.

9.2. Lease of IVRD PSAP. For the duration of this Agreement or until a new stand-alone PSAP facility is constructed or purchased by the IVRD, the City of Peru agrees to lease IVRD PSAP and all of its fixtures and existing equipment to IVRD for \$1.00 per year for use in accordance with the terms of this Agreement. Under the leasehold interests that are created by this Agreement, IVRD and its officials, officers, employees, agents, attorneys and volunteers shall have a right of access in IVRD PSAP for purposes of maintaining, updating and operating the System and the PSAP and complying with the obligations of this Agreement. Upon termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement that pertain to IVRD PSAP shall terminate without further notice or action by IVRD or any Participating Agencies. At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to IVRD PSAP's operations that are installed or located within IVRD PSAP shall automatically be declared by IVRD to be surplus property and shall be conveyed to the then-owners of IVRD PSAP, subject to payment of Recapture Fees by the City of Peru or the successor owner of the building. Unless otherwise agreed to in writing, IVRD and the other Participating Agencies shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in this Agreement) in IVRD PSAP. Each of the Parties agree that this Section 9.2 is subject to the terms of this Agreement and to the terms of the Intergovernmental Agreement to Lease Municipal Property dated October 12, 2020, as amended by the First Amendment to Intergovernmental Agreement to Lease Municipal Property dated May 22, 2023 (collectively the "Lease Agreement"). In the event of a conflict between this Agreement and the Lease Agreement, the terms of the Lease Agreement shall control.

9.3. Training of Dispatch Personnel. All IVRD employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Board or the Executive Director (if appointed), in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch equipment, computers and other technology in accordance with applicable laws and regulations and the IVRD Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

9.4. Radio Transmission Obligations. The Participating Agencies and any Non-Members, at their own respective cost, are required to obtain, maintain and upgrade, as needed, their own telecommunications and radio infrastructure to transmit and receive telecommunication transmissions and radio signals between their own telecommunication systems and radio systems and the IVRD PSAP in a manner that is compatible with the telecommunication system capabilities and radio frequency transmission system ("RFTS") operated by the IVRD PSAP. The IVRD agrees to obtain, maintain and

upgrade its own telecommunications infrastructure and radio infrastructure to transmit and receive and telecommunication transmissions and radio signals between its own telecommunication systems and RFTS and the IVRD-compatible systems operated by the Participating Agencies and any Non-Members. All telecommunications infrastructure and radio infrastructure, once physically installed at or located and incorporated into the IVRD PSAP (e.g., radio control stations, power supplies and antenna affixed to the radio tower at the IVRD PSAP) shall be maintained and replaced by the IVRD, at its cost, regardless of whether such telecommunications infrastructure and radio infrastructure were initially purchased by a Participating Agency, a Non-Member or the IVRD.

9.5. Registration and Certification. The Chair of the Board, or his/her designee, shall communicate with and prepare and file all documents with local, county, state and federal regulatory agencies to obtain and then maintain and update IVRD's regulatory certifications, registrations, licensing and other permitting required by any governmental regulatory agency with oversight jurisdiction of the operations of and the Services delivered by the IVRD, including the local, county, state and federal governments and agencies (e.g., the Office of Statewide 9-1-1 Administrator of the IDSP) in order to comply with applicable laws and regulations.

9.6. Accreditation. After approval of this Agreement, the Board shall use its best efforts to work towards successfully receiving full accreditation status from Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), Association of Public-Safety Communications Officials ("APCO"), the Commission on Fire Accreditation International ("CFAI") and the Illinois Police Accreditation Coalition ("IPAC"), including successful completion of a mock assessment through IPAC, as directed and pursuant to a timetable established by the Board. Thereafter, the Board shall take the necessary actions to maintain the accreditation status of the IVRD.

9.7. Member Equipment. Each Participating Agency shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Agency and not a benefit to the IVRD or the IVRD PSAP as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Agency or by the IVRD shall be resolved under Article XI (Dispute Resolution) below.

ARTICLE X WITHDRAWAL, TERMINATION AND DISSOLUTION

10.0. Voluntary Withdrawal.

An Initial Participating Agency may, at any time after twenty-four (24) months after the Effective Date of this Agreement, give written notice of its intent to withdraw from the IVRD, subject to the below conditions in this Section. All other Participating Agencies may, at any time after twenty-four (24) months after joining the IVRD, give written notice of its intent to withdraw from the IVRD, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

1. A withdrawing Initial Participating Agency shall give written notice of withdrawal in the form of a certified copy of a resolution passed by its corporate authorities, a copy of which must be sent to the Chair of the Board and the Executive Director (if appointed).

2. Withdrawal of an Initial Participating Agency shall also constitute withdrawal of its members to the Board of Directors, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee and any subcommittee(s).
3. Subject to the provisions herein, the effective date of withdrawal shall be two (2) years from the date of receipt of the withdrawing Initial Participating Agency's resolution.
4. The withdrawing Initial Participating Agency shall forfeit any and all interest, right and title to the IVRD real property, personal property, grants, funds, monies and assets of any type whatsoever, including any such real and personal property, grants, funds, monies and assets that it contributed to the IVRD or paid for, in whole or in part, prior to joining the IVRD or while a member of the IVRD.
5. The withdrawing Initial Participating Agency shall be liable for:
 - a. Its share of all costs through the effective date of its withdrawal or the end of its financial obligations.
 - b. All costs incurred by the IVRD as a result of the member's separation and withdrawal. This may include, but is not limited to, legal fees, court costs and interest on late payment of obligations.
 - c. Any contractual obligations it has signed separately with IVRD.
 - d. The Recapture Fee, as determined by the Board with input from the Treasurer, the Executive Director (if appointed) and/or the IVRD'S financial consultant.
6. If the withdrawal results in termination of the Agreement, then the withdrawing Initial Participating Agency shall participate in the termination of the Agreement and the dissolution of IVRD as set forth herein.
7. Withdrawal of an Associate Member shall be subject to and in accordance with the provisions of this Section and its participation agreement with the IVRD.

10.1. Involuntary Withdrawal; Termination of Member.

- A. Upon a two-thirds (2/3rds) vote of the total number of Board members, a Participating Agency's participation in the IVRD may be terminated for the following reasons:
 - (1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.
 - (2) Conduct by the Participating Agency or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.
 - (3) Non-compliance with or conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board, the Fire / EMS Operations Committee or the Law Enforcement Operations Committee, the Executive Director (if appointed) or

industry standards or applicable laws or governmental regulations in regard to the operation of the IVRD or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Agency an opportunity to have its alleged default resolved pursuant to the provisions of **Section 11.0. (Dispute Resolution; Negotiation)** below.

B. The non-payment of any required fees, costs and financial obligations required by this Agreement within thirty (30) days of notice by the IVRD as set forth herein, or the refusal or failure of any Participating Agency to be bound by any obligations of the IVRD, shall constitute a default under this Agreement. The default may be cured within the thirty (30) days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:

- (1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) of the total number of Board members.
- (2) Upon withdrawal, the withdrawing Participating Agency shall continue to be responsible for:
 - a. Its share of all IVRD fees and costs and its allocated share of all IVRD financial obligations required by this Agreement for a one (1) year period, commencing as of the date that the Board votes to terminate the membership of the Participating Agency;
 - b. Any contractual obligations it has signed separately with the IVRD; and
 - c. The Recapture Fee.

10.2. Termination and Dissolution of IVRD.

A. If the Board determines that the withdrawal of a Participating Agency reduces the number of Participating Agencies to less than that feasible to keep the IVRD operational, or upon the vote of two-thirds (2/3rds) of the total number of Board members to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

B. Upon such termination, and after payment of all debts, all assets and all liabilities of the IVRD, any remaining funds shall be distributed among those Participating Agencies who were active members of the IVRD at the time of termination or dissolution, on a “per capita” basis averaged over the preceding three (3) fiscal years. The Participating Agencies shall share, on a “per capita” basis averaged over the preceding three (3) fiscal years, all costs pertaining to debts and liabilities of the IVRD and any other costs associated with terminating the operations of the IVRD and the dissolution of the IVRD. As part of the dissolution of the IVRD and the termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to payment of the Recapture Fee as determined by this Agreement.

C. Upon such termination, and after payment of all debts and liabilities, the Participating Agencies shall cooperate to wind down the IVRD as follows:

(1) The fixed assets of the IVRD shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty (30) day public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Agencies at the time of dissolution on a “per capita” basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on a “per capita” basis by all active Participating Agencies, at the time of dissolution.

(2) All Participating Agencies shall share on a “per capita” basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the IVRD and any other costs, fees and charges associated with terminating the operations of the IVRD and the dissolution of the IVRD.

(3) As part of the dissolution of the IVRD and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to the Recapture Fee. The Board, with input from the Treasurer, the Executive Director (if appointed) and any IVRD financial consultant will determine the value of any Recapture Fees.

(4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Agency which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

D. Withdrawal of Participating Agency or Dissolution of IVRD; Surcharge Funds.

Upon withdrawal of a Participating Agency or the dissolution of the IVRD, all monies that are allocated or attributable to the Participating Agency(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), shall be made available to the Participating Agency(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Agency’s debts, liabilities and obligations pertaining to its participation in the IVRD or its withdrawal from the IVRD or the dissolution of the IVRD have been fully paid.

ARTICLE XI DISPUTE RESOLUTION

11.0. Dispute Resolution; Negotiation.

The Participating Agencies desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Agency in the IVRD or litigation. Accordingly, the Participating Agencies agree to engage in good faith negotiations to resolve any such dispute. If any Participating Agency has a dispute about a violation, interpretation or application of a provision of this

Agreement, or if a dispute arises regarding a Participating Agency's failure to comply with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board, the Treasurer, or one or more of the Participating Agencies) shall be served on the Executive Director (if appointed), the Chair of the Board, Counsel for the Board and upon the Participating Agency at issue. The written notice shall set forth in detail the dispute, the applicable provisions of this Agreement relating to the dispute, and all facts and circumstances pertinent to the dispute. The Executive Director (if appointed; otherwise the Chair) then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Executive Director (if appointed; otherwise the Chair) within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement or available under applicable law. The Executive Director (if appointed; otherwise the Chair) shall update the Board on the status of such dispute resolution efforts.

ARTICLE XII INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF CLAIMS

12.0. Indemnification Generally.

12.1. Individuals. The IVRD shall indemnify, defend and hold harmless any person who is made a party to any claim, lawsuit, action or proceeding by reason of the fact that he/she served as an appointed or designated or assigned representative of one of the Participating Agencies (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, board or committee or subcommittee member) and performed services or work for the IVRD, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or any acts or omissions in the performance of any services or work furnished by the person under this Agreement, except to the extent caused by the sole negligence of the person, or to the extent caused by willful and wanton conduct of the person or any conduct that is outside of the scope of authorized and lawful duties or activities to be performed on behalf of the IVRD. The determination of whether an individual acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the IVRD shall be made by a majority vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a person seeking indemnification or such person acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the IVRD.

12.2. Participating Agency or Participating Agencies. Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the IVRD agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the IVRD and its officials, officers, employees, agents and volunteers and any of its Participating Agencies and their respective appointed and elected officials, employees, agents and volunteers. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the IVRD shall indemnify, defend and hold harmless

any Participating Agency who is made a party to any claim, lawsuit, action or proceeding by reason of the Participating Agency's participation in the IVRD or any of its actions taken under this Agreement or the performance of any services or work by any of the officials, officers, employees, agents and volunteers who perform any duties for the IVRD in any appointed, designated or assigned capacity as a Participating Agency's "representative" or any actions taken by other Participating Agencies or their representatives or other third parties, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or the Participating Agency's participation in the IVRD or any of its actions taken under this Agreement or any acts or omissions in the performance of any services or work furnished by any of its representatives for the IVRD or any acts or omissions in the performance of any services or work furnished by other Participating Agencies or their representatives or other third parties, except to the extent caused by the sole negligence of the Participating Agency or its representative, or to the extent caused by willful and wanton conduct of the Participating Agency or its representative or any conduct that is outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the IVRD. The determination of whether a Participating Agency or its representative acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the IVRD shall be made by a majority vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a Participating Agency or its representative (its officials, officers, employees, agents and volunteers) seeking indemnification or such Participating Agency or its representative acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the IVRD.

12.3. Not Employees of IVRD. The officials, officers, employees, agents, attorneys and volunteers who perform any duties for the IVRD in any appointed, designated or assigned capacity as a Participating Agency's "representative" shall not be employees of the IVRD and shall not be eligible for any kind of employment benefits from the IVRD, including but not limited to unemployment, disability or pension benefits, and worker's compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.

12.4. Participating Agencies Responsible for Own Employment Benefits Liabilities. Each Participating Agency shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the IVRD in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

12.5. Waiver of Claims. Each Participating Agency waives and releases all claims, actions and causes of actions of any kind, including all liabilities, obligations, damages, losses, judgments and expenses of any kind, that is has or could have against IVRD or any of its other Participating Agencies relating to any employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that relate to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the IVRD in any appointed, designated or

assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

12.6. Indemnification – Mutual Obligations. To the fullest extent permitted by law, each of the Participating Agencies agrees to defend, indemnify and hold harmless each of the other Participating Agencies and their respective appointed and elected officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Agency, or its respective appointed and elected officials, employees, agents and volunteers, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the IVRD and any of its appointed officials, employees, agents and representatives, including the members of the IVRD JETSB, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Agencies, or its respective appointed and elected officials, employees, agents and volunteers.

12.7. Indemnification – New Participating Agencies. Each new Participating Agency shall be obligated to sign an Addendum to this Agreement in order to participate in the IVRD, and shall be obligated to comply with all of the terms of this Agreement, as amended, including the above Indemnification provision or any amendments thereto.

ARTICLE XIII LEAD AGENCY

13.0. Lead Agency. Subject to approval by the Board, the IVRD may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the IVRD and other third parties, including any of its Members.

13.1 Intergovernmental Arrangements. Subject to approval by the Board, the IVRD may enter into appropriate intergovernmental agreements with one or more Members or with other third parties for any lawful, public purposes.

ARTICLE XIV MISCELLANEOUS

14.0. Limitation of Liability. The liabilities, contracts, obligations, debts and property of IVRD shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Agencies which together form IVRD. No officer, agent, employee or director of IVRD shall have any authority under this Section to extend the contractual liability of any party hereto in any manner not approved by the Board.

14.1. Amendments.

14.1.1. Amendments to any portion of this Agreement that pertain to administrative or operational matters regarding the IVRD and its Board, the Executive Director, the Fire / EMS Operations Committee and the Law Enforcement Committee shall be authorized by the Board and do not require approval of the Corporate Authorities of each of the Participating Agencies.

Such amendments shall be memorialized in writing, approved by the Board, automatically incorporated into this Agreement, and transmitted to the Corporate Authorities of each of the Participating Agencies.

14.1.2. Amendments to this Agreement that pertain to membership and admission of new Members, scope of Services to be delivered by the IVRD that extend beyond what is reasonably contemplated by this Agreement, and other matters not covered under **Section 13.1.** shall be subject to prior written approval of the Corporate Authorities of each of the Participating Agencies. Such amendments to this Agreement shall be made by written addendum or amendment duly authorized and adopted by the Corporate Authorities of each Participating Agency who desire to continue to participate in this Agreement.

14.2. Duration. This Agreement and the IVRD shall continue in effect until terminated, as provided herein.

14.3. Remedies. Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Participating Agencies hereto explicitly agree that any one or more Participating Agency hereto aggrieved by the default hereunder of any one or more other Participating Agency shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Section shall be construed to deprive an aggrieved party of any remedy afforded by law. Before filing any litigation, the Participating Agencies agree to first attempt to resolve any dispute or conflict by participating in good faith in the dispute resolution process set forth in Article XI (Dispute Resolution) above.

14.4. Assignment. The rights or obligations of each Participating Agency under this Agreement may not be transferred.

14.5. Severability. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

14.6. Notices. Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Participating Agencies' principal administrative offices addressed to the City Mayor or the City Administrator/City Manager or the Chief Executive Officer or the Chair. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, such as meeting reminders and distribution of agenda packets.

14.7. Headings. Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

14.8. Complete Defense. It is expressly understood and agreed by the Participating Agencies that this Agreement may be pleaded by any of the Participating Agencies as a complete defense to, and a bar to, any and all claims or causes of action of any kind brought, maintained or conducted by any Member or any third party in connection with or on account of any of the matters set forth in this Agreement. The

Participating Agencies agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

14.9. Venue and Applicable Law. All questions of interpretation, construction, enforcement and all controversies with respect to this Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Participating Agencies agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of La Salle County, Illinois or the Northern District of the United States District Court, Chicago, Illinois, and the Participating Agencies consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.

14.10. Effective Date. The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, subject to the provisions of *Section 1.1 above*.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Participating Agencies through their authorized representatives, after all duly required corporate action has been taken, as set forth below on the signature pages. This Agreement may be executed in duplicate originals.

SIGNATURE PAGES TO FOLLOW

**SIGNATURE PAGE FOR
CITY OF LA SALLE**

IN WITNESS WHEREOF, the below authorized officials of the City of La Salle have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of La Salle.

City of La Salle

Name: _____
Mayor, City of La Salle

Date: _____, 2023.

Attest:

Name: _____
City Clerk, City of La Salle

Date: _____, 2023.

**SIGNATURE PAGE FOR
CITY OF MENDOTA**

IN WITNESS WHEREOF, the below authorized officials of the City of Mendota have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Mendota.

City of Mendota

Name: _____
Mayor, City of Mendota

Date: _____, 2023.

Attest:

Name: _____
City Clerk, City of Mendota

Date: _____, 2023.

**SIGNATURE PAGE FOR
CITY OF OGLESBY**

IN WITNESS WHEREOF, the below authorized officials of the City of Oglesby have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Oglesby.

City of Oglesby

Name: _____
Mayor, City of Oglesby

Date: _____, 2023.

Attest:

Name: _____
City Clerk, City of Oglesby

Date: _____, 2023.

**SIGNATURE PAGE FOR
CITY OF PERU**

IN WITNESS WHEREOF, the below authorized officials of the City of Peru have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Peru.

City of Peru

Name: _____
Mayor, City of Peru

Date: _____, 2023.

Attest:

Name: _____
City Clerk, City of Peru

Date: _____, 2023.

STATE OF ILLINOIS)
) SS
COUNTY OF LA SALLE)

SECRETARY'S CERTIFICATE

I, _____, City Clerk of the City of Peru, counties of La Salle and Bureau, and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY
THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY,
AND THE CITY OF PERU FOR THE CONTINUATION OF
AN INTERGOVERNMENTAL COOPERATIVE VENTURE
KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH"
FOR THE OPERATION AND MAINTENANCE OF
A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(City of Peru, Illinois)

which Ordinance was passed by a roll call vote of the Corporate Authorities of the City of Peru at an open City Council Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the Mayor of the Corporate Authorities of the City of Peru on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Corporate Authorities of the City of Peru was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Peru, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Peru, this ____ day of _____, 2023.

[SEAL]

City Clerk

RESOLUTION NO. 2023- _____

**A RESOLUTION AUTHORIZING EXECUTION OF PERMIT
APPLICATION TO THE ILLINOIS DEPARTMENT OF
TRANSPORTATION**

(ITEP Section 23-0072-00BT Project – IL RT 251 Hollow Stem Auger Borings)

WHEREAS, the City of Peru, located in the counties of LaSalle and Bureau, State of Illinois, wishes to complete three hollow stem auger borings which, by law, comes under the jurisdiction and control of the Department of Transportation of the State of Illinois; and

WHEREAS, a permit from said Department is required before said work can be legally undertaken by said City of Peru.

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

SECTION 1: The City of Peru does hereby request from the Department of Transportation, State of Illinois, a permit authorizing the City of Peru to proceed with the work herein described and as shown on the enclosed detailed plans.

SECTION 2: Upon completion of the soil borings by the contractor and acceptance by the City, the City guarantees that all work has been performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the State of Illinois.

Further, the City will hold the State of Illinois harmless for any damages that may occur to persons or property during such work.

The City will require the contractor to obtain a bond and a comprehensive general liability insurance policy in acceptable amounts and will require the contractor to add the State of Illinois as an additional insured on both policies.

SECTION 3: The City hereby states that the proposed work is not to be performed by the employees of the City of Peru.

SECTION 4: The Mayor and City Clerk, or their respective designees, are hereby authorized and instructed to sign and witness said permit for and on behalf of the City of Peru.

SECTION 5: This Resolution shall become effective immediately from and after 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 31st day of July, 2023.

APPROVED: July 31, 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			

RESOLUTION

WHEREAS, the City of Peru is located in the county of LaSalle, state of Illinois, wishes to complete three hollow stem auger borings which by law comes under the jurisdiction and control of the Department of Transportation of the state of Illinois, and

WHEREAS, a permit from said department is required before said work can be legally undertaken by said City of Peru; now

THEREFORE, be it resolved by the City of Peru, county of LaSalle, state of Illinois.

FIRST: That we do hereby request from the Department of Transportation, state of Illinois, a permit authorizing the City of Peru to proceed with the work herein described and as shown on enclosed detailed plans.

SECOND: Upon completion of the soil borings by the contractor and acceptance by the city, the city guarantees that all work has been performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the state of Illinois.

Further, the city will hold the state of Illinois harmless for any damages that may occur to persons or property during such work.

The city will require the contractor to obtain a bond and a comprehensive general liability insurance policy in acceptable amounts and will require the contractor to add the State of Illinois as an additional insured on both policies.

THIRD: That we hereby state that the proposed work is, is not, (**delete one**) to be performed by the employees of the City of Peru.

FOURTH: That the proper officers of the City of Peru are hereby instructed and authorized to sign said permit on behalf of the City of Peru.

I, _____, hereby certify the above to be a
City Clerk
true copy of the resolution passed by the City Council, county of LaSalle, State of Illinois.

Dated this _____ day of _____ A.D. 2023

(Signature)

(CORPORATE SEAL)