



# City of Peru



David R. Bartley  
City Clerk

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## AGENDA

### REGULAR CITY COUNCIL MEETING

MONDAY, MARCH 24, 2025

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

*PERU BB GUN CLUB*

*MATTHEW KLEIN FILMS REGARDING TBM AVENGER AND SALUTE TO VETERANS VIDEO*

#### MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

*REGULAR MEETING MINTUES OF MARCH 11, 2025*

*TREASURER'S REPORT FOR FEBRUARY 2025*

*CITY CLERK'S REPORT OF CASH RECEIVED FOR FEBRUARY 2025*

*PERU VOLUNTEER AMBULANCE SERVICE INC. ACTIVITY SUMMARY FOR DECEMBER 2024*

*PERU VOLUNTEER AMBULANCE SERVICE INC. ACTIVITY SUMMARY FOR 2024*

#### COMMITTEE REPORTS

1. FINANCE COMMITTEE

*DISBURSEMENTS for March 26, 2025*

*Discuss and approve a \$4,000 donation to the Illinois Valley Little League.*

2. PUBLIC SERVICES COMMITTEE

3. PUBLIC WORKS COMMITTEE

*Motion to approve a quote from Gasvoda for the RAS pump at the West Wastewater Treatment Plant for \$38,379.00.*

*Motion to award the Area 2 Phase I Sewer Separation project to Ski Sealcoating & Maintenance in the amount of \$2,135,533.88.*

*Discuss and approve the purchase of 7 vacuum roll in replacement breakers for the Water St. Substation refurbishment, from Siemens Industry for \$225,470.00.*

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

*MINUTES OF THE MARCH 19, 2025, PLANNING/ZONING COMMISSION HEARING ON THE PETITION OF RYAN CHAMBERS CONCERNING PROPERTY LOCATED AT 2404 13<sup>TH</sup> STREET, PERU*

*AN ORDINANCE GRANTING A VARIANCE AS SOUGHT BY THE PETITION OF RYAN CHAMBERS CONCERNING PROPERTY LOCATED AT 1615 6<sup>th</sup> STREET IN THE CITY OF PERU*

*MINUTES OF THE MARCH 19, 2025, PLANNING/ZONING COMMISSION HEARING ON THE PETITION OF PERU GKD PARTNERS, LLC CONCERNING PROPERTY GENERALLY LOCATED AT 3940 IL ROUTE 251, PERU*

*AN ORDINANCE OF THE CITY OF PERU AUTHORIZING THE EXECUTION OF A NEW POWER SALES CONTRACT AND A NEW CAPACITY PURCHASE AGREEMENT WITH THE ILLINOIS MUNICIPAL ELECTRIC AGENCY FOR THE DELIVERY PERIOD COMMENCING OCTOBER 1, 2035*

*AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE ESTABLISHMENT AND ANNUAL ADMINISTRATION OF PERU MIDWEST INDUSTRIAL NEXUS TAX INCREMENT FINANCING (TIF) DISTRICT BY AND BETWEEN THE CITY OF PERU, LA SALLE & BUREAU COUNTIES, ILLINOIS AND JACOB & KLEIN, LTD. AND THE ECONOMIC DEVELOPMENT GROUP, LTD.*

*INDUCEMENT RESOLUTION FOR THE PROPOSED PERU MIDWEST INDUSTRIAL NEXUS TAX INCREMENT FINANCING (TIF) DISTRICT*

**PROCLAMATIONS**

*Sexual Assault Awareness Month-April 2025*

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**PETITIONS AND COMMUNICATIONS**

*ITEM NO. 1      Communication from Rita Studzinski of the River Valley Chapter of The Compassionate Friends requesting permission to hold the annual Walk to Remember event at Baker Lake on Sunday, September 21<sup>st</sup>*

**MAYOR'S NOTES**

**PUBLIC COMMENT**

**CLOSED SESSION**

**ADJOURNMENT**

**CITY OF PERU REGULAR COUNCIL MEETING MARCH 13, 2025**

A regular meeting of the Peru City Council was called to order by Mayor Ken Kolowski in the Peru City Council Chambers on Tuesday, March 11, 2025, at 7:00 P.M.

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

**PUBLIC COMMENT**

Mayor Kolowski apologized for the rescheduled meeting.

**PRESENTATION**

**MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS**

Mayor Kolowski presented the Regular Minutes of February 24, 2025, City Clerk’s Report of Cash Received for January 2025, and Peru Police Department Report for February 2025. Alderman Payton made a motion the minutes be received and placed on file. Alderman Lukosus seconded the motion; motion carried.

**FINANCE AND SAFETY COMMITTEE**

Alderman Sapienza presented the following disbursements for payment on March 12, 2025:

<b><u>FUND NAME</u></b>	<b><u>TOTAL EXPENSES</u></b>
General Fund	\$619,465.72
Insurance Fund	168,628.75
Garbage Fund	78,608.32
TIF Funds	666,945.73
Utility Fund	<u>970,077.45</u>
Total	\$2,503,725.967

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

Alderman Tieman made a motion to approve \$4,000 contribution to the Peru Girls Softball League. Alderman Payton seconded the motion. Adam Thorson, Director of Parks, Recreation and Special Events reported on the consolidation of the LaSalle, Peru, and Oglesby teams and will provide an update on what the other towns are contributing at the league. Clerk Bartley called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O’Sadnick, Lukosus and Moreno voting aye. Motion carried.

**PUBLIC SERVICES COMMITTEE**

**CITY OF PERU REGULAR COUNCIL MEETING MARCH 13, 2025**

Police Chief Sarah Raymond addressed the council regarding security and parking at the TBM Avenger & Salute to Veterans event. Chief Raymond suggested parking should be done by volunteers. Alderman Lukosus asked for time to work with the committee.

Alderman O'Sadnick reported the pool committee has been meeting once a week to continue to gather information along with working with Kmetz Architect and Director of Engineering and Zoning Eric Carls. Alderman O'Sadnick reported they are working toward the goal of having open meetings with findings. Alderman Moreno further asserted the meetings have been productive but not complete.

**PUBLIC WORKS COMMITTEE**

Alderman Moreno made a motion to approve an engineering service agreement with GZA GeoEnvironmental, Inc. not to exceed \$19,500, to assist with testing and studies for Landfill #2. 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.

Alderman Sapienza made a motion to approve contract extension #2 with Specialty Landscaping for the 2025-2027 Landscape Maintenance service in the amount of \$41,374.00 annually. 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 Ballard made a motion to approve a time and material proposal with Illinois Valley Excavating for tree clearing as part of the Area 2 Phase 1 sewer separation project. 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.

PSM/Fire Chief Jeff King reported on the following spring services:

- Chipper Service begins April 7<sup>th</sup>
- Appliance pickup will be March 31<sup>st</sup>-April 4<sup>th</sup>
- Hydrant Flushing will be conducted March 31<sup>st</sup>-April 11<sup>th</sup>

Electric Operations Manager, Kevin Minnick, reported all 7 CAT generators are back online and two hydro units online.

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

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

**ORDINANCE NO. 6925**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN SURPLUS PERSON PROPERTY**

Alderman Payton made a motion the ordinance be adopted as written and read. 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.

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

**ORDINANCE NO. 6926**

**CITY OF PERU REGULAR COUNCIL MEETING MARCH 13, 2025**

**AN ORDINANCE GRANTING AN ADMINISTRATIVE VARIANCE AS SOUGHT BY THE PETITION OF ANNE DOOLEY CONCERNING PROPERTY LOCATED AT 720 7TH STREET, PERU, ILLINOIS**

Alderman Ballard made a motion the ordinance be adopted as written and read. 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.

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

**ORDINANCE NO. 6927**

**AN ORDINANCE DECLARING SURPLUS REVENUE IN THE PERU DOWNTOWN TIF DISTRICT SPECIAL TAX ALLOCATION FUND AND AUTHORIZING PAYMENT OF THAT SURPLUS REVENUE TO THE LASALLE COUNTY TREASURER FOR DISTRIBUTION TO AFFECTED TAXING DISTRICTS ON A PRO-RATA BASIS FOR TAX YEAR 2023 PAYABLE 2024**

Alderman Tieman 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. 6928**

**AN ORDINANCE DECLARING SURPLUS REVENUE IN THE PERU MVP TIF DISTRICT SPECIAL TAX ALLOCATION FUND AND AUTHORIZING PAYMENT OF THAT SURPLUS REVENUE TO THE BUREAU COUNTY TREASURER FOR DISTRIBUTION TO AFFECTED TAXING DISTRICTS ON A PRO-RATA BASIS FOR TAX YEAR 2023 PAYABLE 2024**

Alderman Lukosus made a motion the ordinance 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.

**PROCLAMATIONS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**PETITIONS AND COMMUNICATIONS**

Clerk Bartley presented a petition from Sharon Glynn requesting variance and special use for property located at 504 Pike Street. Alderman O'Sadnick 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 daily practices and home matches at the Washington Park tennis courts (1<sup>st</sup> home match April 2<sup>nd</sup>). Alderman

**CITY OF PERU REGULAR COUNCIL MEETING MARCH 13, 2025**

Edgcomb made a motion the communication be received, placed on file and permission granted. Alderman Tieman seconded the motion. Motion carried.

**MAYOR'S NOTES**

Mayor Kolowski wished the council an early Happy St. Patrick's Day.

Mayor Kolowski thanked all the retailers for breaking a record \$75.4 million in sales.

Alderman Tieman congratulated Corporate Counsel Scott Schweickert on being recognized as a Illinois Valley Chamber of Commerce's 40 Under 40 recipient.

**PUBLIC COMMENT**

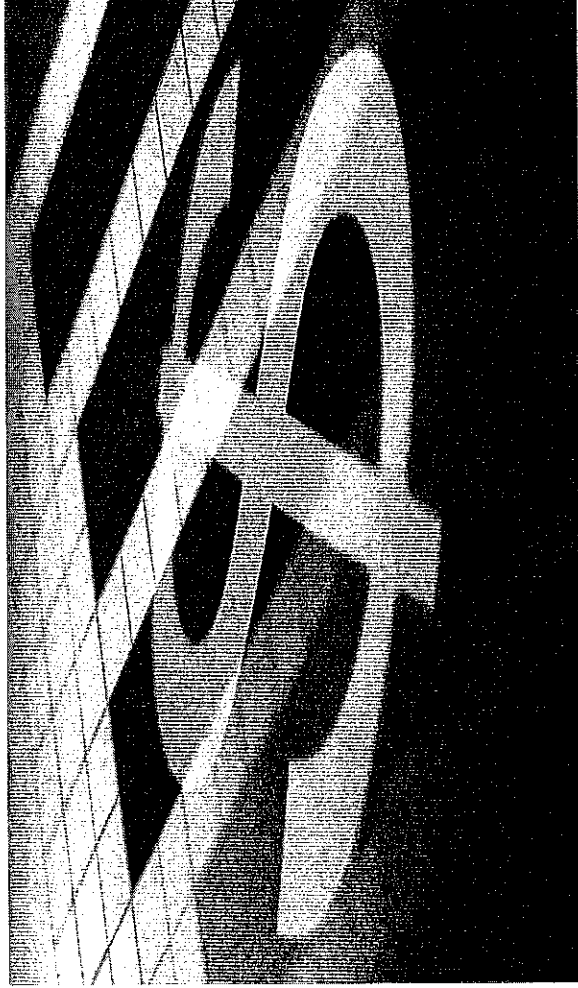
**CLOSED SESSION**

**ADJOURNMENT**

Alderman Payton made a motion that the meeting be adjourned. Alderman Ba seconded the motion and motion carried. The meeting was adjourned at 8:14 p.m.

# CITY OF PERU

## TREASURER'S REPORT



February 2025  
JACKSON POWELL, TREASURER

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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	\$ 140,559.44	\$ 391,128.94	\$ (352,591.99)	\$ 2.69	\$ 179,099.08	Unassigned	\$ 179,099.08	\$ 179,099.08
General Fund Automatic Clearing House Account Heartland Acct. #6506402	\$ 102,061.18	\$ 1,112,258.22	\$ (1,124,908.90)	\$ 164.62	\$ 89,575.12	Unassigned	\$ 268,674.20	\$ 268,674.20
General Fund Investment Account Illinois Fund - Mercantile Bank - Acct #7139166001	\$ 410,674.37	\$ 1,353,703.87	\$ (1,067,797.50)	\$ 2,601.31	\$ 699,182.05	Unassigned	\$ 967,856.25	\$ 967,856.25
General Fund Operating Reserve Transaction Accounts Illinois Fund - Mercantile Bank - Acct #4348664122	\$ (749,510.00)	\$ 105,025.06	\$ (32,549.20)	\$ -	\$ (677,034.14)	Unassigned	\$ 290,822.11	\$ 290,822.11
General Fund Operating Reserve Investments General Fund Operating Reserve CDs/MMs	\$ 1,277,754.14	\$ -	\$ -	\$ 2,166.58	\$ 1,279,920.72	Unassigned	\$ 1,570,742.83	\$ 1,570,742.83
Farm Cash Rent Account - Hertz Management Heartland - Acct #2637	\$ 402.58	\$ -	\$ -	\$ 0.44	\$ 403.02	Unassigned	\$ 1,571,145.85	\$ 1,571,145.85
Infrastructure Home Rule Sales Tax Account Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 5,175,064.78	\$ 252,334.93	\$ -	\$ 16,095.84	\$ 5,443,495.55	Restricted	\$ 1,571,145.85	\$ 7,014,641.40
GF/Motel Tax Account Peru Federal Account #161314228#162310209	\$ 1,609,176.47	\$ 33,795.59	\$ -	\$ 5,995.33	\$ 1,648,967.39	Committed	\$ 1,571,145.85	\$ 8,663,608.79
Parkside Bond Obligation Reserve Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 164,956.38	\$ 129,741.54	\$ -	\$ -	\$ 294,697.92	Restricted	\$ 1,571,145.85	\$ 8,958,306.71
OSLAD Grant - Washington Park Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 155,037.00	\$ -	\$ -	\$ -	\$ 155,037.00	Restricted	\$ 1,571,145.85	\$ 9,113,343.71
General Fund 2020/2021 Bond Reserve Illinois Fund - Mercantile Bank - Acct #4348664122	\$ 78,225.99	\$ 78,226.04	\$ -	\$ -	\$ 156,452.03	Restricted	\$ 1,571,145.85	\$ 9,269,795.74
Past Elected Officials Account Peru Federal Savings - Acct #1002354591	\$ 6,823.95	\$ -	\$ -	\$ 0.52	\$ 6,824.47	Restricted	\$ 1,571,145.85	\$ 9,276,620.21
Peru Celebration Trust Account Edward Jones - Acct #6081575315	\$ 66,050.50	\$ 100.00	\$ (2,497.28)	\$ -	\$ 63,653.22	Restricted	\$ 1,571,145.85	\$ 9,340,273.43
Peru Municipal Pool Account Hometown National Bank - Acct #110741	\$ 144,356.20	\$ -	\$ -	\$ -	\$ 144,356.20	Assigned	\$ 1,571,145.85	\$ 9,484,629.63



Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
<b>SPECIAL REVENUE FUNDS</b>						
<b>Insurance Fund</b>						
LSB-HRA/FSA Acct #7179	\$ 957,474.86	\$ 23,866.50	\$ (168,628.75)	\$ 1,373.02	\$ 814,085.63	Committed
<b>Total Insurance Fund</b>						
					<b>\$ 814,085.63</b>	
<b>Garbage Fund</b>						
Peru Federal Account #161314228	\$ 92,632.41	\$ 58,231.96	\$ (78,037.26)	\$ 207.04	\$ 73,034.15	Committed
<b>Total Garbage Fund</b>						
					<b>\$ 73,034.15</b>	
<b>Motor Fuel Tax Fund</b>						
Hometown National Bank - Acct #72660101	\$ 592,702.53	\$ 36,251.71	\$ -	\$ 917.61	\$ 629,871.85	Restricted
<b>Total Motor Fuel Tax Fund</b>						
					<b>\$ 629,871.85</b>	
<b>Peru Police Drug Enforcement, Impound &amp; Equipment Fund</b>						
Peru Federal Account Acct #161317890	\$ 27,436.72	\$ -	\$ -	\$ 6.92	\$ 27,443.64	Restricted
Midland States Bank Acct #5405000027	\$ 123,423.40	\$ 1,062.00	\$ -	\$ 1.89	\$ 124,487.29	Restricted
<b>Total Police related Special Revenue Funds</b>						
					<b>\$ 151,930.93</b>	
<b>TIF 2 Fund - Peru Industrial</b>						
Hearland Acct #6506410	\$ 1,167,807.15	\$ -	\$ -	\$ 546.20	\$ 1,168,353.35	Committed
<b>TIF 3 Fund - North Peru</b>						
Hearland Acct #6506410	\$ 166,927.56	\$ -	\$ -	\$ 78.07	\$ 167,005.63	Committed
<b>TIF 4 Fund - Downtown</b>						
Hearland Acct #6506410	\$ 462,561.91	\$ -	\$ -	\$ 216.35	\$ 462,778.26	Committed
<b>TIF 5 Fund - Peru Mall</b>						
Hearland Acct #6506410	\$ 69,903.54	\$ -	\$ -	\$ 32.70	\$ 69,936.24	Committed
<b>TIF 6 Fund - MVP</b>						
Hearland Acct #6506410	\$ (1,014,115.40)	\$ 7.06	\$ -	\$ -	\$ (1,014,108.34)	Committed
<b>Total TIF Funds</b>						
					<b>\$ 853,965.14</b>	
<b>TOTAL SPECIAL REVENUE FUNDS</b>						
					<b>\$ 2,522,887.70</b>	



**ENTERPRISE FUNDS**

**Utility Fund-Electric Enterprise Fund Operating Accounts**

Fund Description	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
Operating Checking Account	\$ 215,367.81	\$ 1,183,015.36	\$ (1,180,992.89)	\$ 411.01	\$ 217,801.29	Unassigned
Heartland - Acct #6506429						
Operating Revenue Checking Account	\$ 1,729,303.09	\$ 2,689,364.20	\$ (2,810,403.65)	\$ 3,865.06	\$ 1,612,128.70	Unassigned
Peru Federal Account #161314228/#162310209						
Electric Reserve	\$ 1,137,745.16	\$ 235,000.00	\$ (5,143.49)	\$ 18,039.93	\$ 1,385,641.60	Assigned
DA Davidson Acct #18929160						
Guaranteed Light Deposit Checking Account	\$ 818,080.91	\$ 5,555.00	\$ (4,753.48)	\$ 1,828.44	\$ 820,710.87	Restricted
Peru Federal Account #161314228						
Guaranteed Utility Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	Committed
Heartland Bank - Acct #5840023088						
Operating Reserve Accounts	\$ 150,385.13	\$ 5,143.49	\$ -	\$ 370.92	\$ 155,899.54	Assigned
Heartland Bank - Acct #5840023088						
Operating Reserve Account	\$ (427,026.46)	\$ 38,144.53	\$ -	\$ -	\$ (388,881.93)	Assigned
Hometown Bank-Acct #27591002589						
Operating Reserve	\$ 1,678,393.40	\$ -	\$ (925.54)	\$ 17,625.99	\$ 1,695,093.85	Committed
Hometown Bank-Acct #27591002589						
Substation Reserve	\$ 2,399,250.00	\$ -	\$ -	\$ -	\$ 2,399,250.00	Restricted
Hometown Bank-Acct #27591002589						
N Trnk Line/Deep Sewer Reserve						
Hometown Bank-Acct #27591002589						
<b>Total Utility Fund-Electric Enterprise Fund and Investment Accounts</b>						
					\$ 13,723,871.70	

**Utility Fund-Electric Enterprise Fund Investments**

Certificate of Deposit Investments for Operating Reserve	\$ 4,804,187.79	\$ -	\$ (235,000.00)	\$ 12.39	\$ 4,569,200.18	Assigned
Certificate of Deposit Investments for Self Insurance Reserve	\$ 1,257,027.60	\$ -	\$ -	\$ -	\$ 1,257,027.60	Committed
<b>Total Utility Fund-Electric Enterprise Fund and Investment Accounts</b>						
					\$ 53,840.33	

**Utility Fund-Waterworks & Sewerage System Enterprise Fund**

Guaranteed Water Deposits Peru Federal Checking Account #161314228	\$ 53,820.05	\$ 700.00	\$ (800.00)	\$ 120.28	\$ 53,840.33	Restricted
<b>Total Waterworks &amp; Sewerage System Enterprise Fund</b>						
					\$ 53,840.33	

**Utility Fund-Enterprise Funds Bond Reserves**

2017 Bond Reserve	\$ 840,824.92	\$ 95,275.00	\$ -	\$ -	\$ 936,099.92	Restricted
Heartland Bank - Acct #5840023088						
2021 Bond Reserve	\$ 11,453.20	\$ 11,408.33	\$ -	\$ -	\$ 22,861.53	Restricted
Heartland Bank - Acct #5840023088						
<b>Total Utility Fund-Enterprise Debt Service Fund</b>						
					\$ 958,961.45	

**Total Utility Fund-Enterprise Funds Operating, Investment and Debt Service Accounts**

						\$ 14,736,673.48
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Fund Description Financial Institution - Account #	Previous Period Balance	Receipts	Disbursements	Interest Earned	End of Period Balance	Balance Use Definition
<b>Landfill Enterprise Fund</b>						
Operating Checking Account	\$ 378,233.61	2,210.00	(902.00)	845.37	\$ 380,386.98	Unassigned
Peru Federal Account #1613142228/#162310209	\$					
Landfill No. 3 Closure/Post Closure Money Market Account	\$ 489,626.48	5,987.67	-	1,207.63	\$ 496,821.78	Restricted
Hearland -Acct.5840023088	\$					
Landfill Compost Site Reserve	\$ 235,000.00	-	(235,000.00)	-	(0.00)	Restricted
General Reserve Certificate of Deposit Investments	\$					
DA Davidson Acct #18929160	\$ -	235,000.00	-	-	\$ 235,000.00	Restricted
<b>Total Landfill Enterprise Fund</b>	<b>\$1,112,208.76</b>					
<b>Illinois Valley Regional Airport Enterprise Fund</b>						
Peru Federal Account #1613142228/#162310209	\$ (555,520.22)	13,781.14	(20,606.86)	-	\$ (562,345.94)	Unassigned
Farm Cash Rent Account - Hertz Management - Hearland	\$ 6,683.18	-	-	7.27	\$ 6,690.45	Unassigned
<b>Total Illinois Valley Regional Airport Enterprise Fund</b>	<b>(\$555,655.49)</b>					
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$15,293,226.75</b>					
<b>FUND BALANCES</b>						
<b>Fund Type</b>	<b>Amount</b>				<b>Amount</b>	
General Fund	\$ 9,484,629.63				\$ 11,631,547.40	
Special Revenue Funds	2,522,887.70				6,342,173.76	
Enterprise Funds	15,293,226.75				6,101,215.59	
<b>Total Of All Fund Types</b>	<b>\$27,300,744.08</b>				<b>\$ 27,300,744.08</b>	

**GASB STATEMENT 54 FUND CLASSIFICATIONS**

Restricted Fund Balances	\$ 11,631,547.40
Committed Fund Balances	\$ 6,342,173.76
Assigned Fund Balances	\$ 6,101,215.59
Unassigned Fund Balances	\$ 3,225,807.33
<b>Total of All Fund Characteristics</b>	<b>\$ 27,300,744.08</b>



**CONCENTRATION REPORT FOR APPROVED DEPOSITORIES AND INVESTMENTS**

Financial Institution/Account(s) Description	Amount	FDIC Insurance of Accounts	Market Value Of Pledged Collateral	Deposit Risk Exposure
The Illinois Funds	\$ 6,071,830.41	N/A	N/A	\$ -
Hometown National Bank Transaction Accounts	\$ 953,327.13	\$ 250,000.00	\$ 3,087,868.46	\$ -
Hometown National Bank Investment Accounts	\$ 3,705,461.92	N/A	N/A	\$ -
Midland Bank Transaction Accounts	\$ 124,487.29	\$ 250,000.00	\$ -	\$ -
Peru Federal Savings Transaction Accounts	\$ 4,060,990.59	\$ 250,000.00	\$ 7,291,204.00	\$ -
Peru Federal Savings Money Market Account	\$ 808,063.08			
Heartland Transaction Accounts	\$ 2,780,117.79	\$ 250,000.00	\$ 4,951,590.78	\$ -
La Salle State Bank Transaction Accounts	\$ 814,085.63			
La Salle State Bank CD Investments	\$ 721,857.64	\$ 250,000.00	\$ 296,364.30	\$ 175,493.34
Central Bank CD Investments	\$ 739,083.74	\$ 250,000.00	\$ 866,828.92	\$ -
Negotiable Certificates of Deposit Investments	\$ 3,830,116.44	\$ 3,830,116.44	N/A	\$ -
First State Bank CD Investments	\$ 513,089.04	\$ 250,000.00	\$ 250,000.00	\$ 13,089.04
North Central Bank CD Investments	\$ 250,000.00	\$ 250,000.00	\$ 800,000.00	\$ -
Spring Valley City Bank CD Investments	\$ 243,938.56	\$ 243,938.56	\$ -	\$ -
Edward Jones - Money Markets	\$ 63,653.22	\$ 250,000.00	\$ -	\$ -
DA Davidson Cash	\$ 1,620,641.60	\$ 250,000.00	\$ -	\$ 1,370,641.60
<b>Total</b>	<b>\$ 27,300,744.08</b>		<b>Total Deposit Risk Exposure</b>	<b>\$ 1,559,223.98</b>



**FIREFIGHTER'S PENSION TRUST FUND**

Financial Institution	Investment Type	Previous Period Balance	Value Held at State	Receipts or inc In Market Value	Disbursements or Loss of Market Value	End of Period Balance
Downstate Investment and Hometown National Bank-Trustee	Multiple Investments	\$214,485.61	\$2,995,127.40	\$2,829.16	\$ (21,457.08)	\$3,190,985.09

**POLICE PENSION TRUST FUND**

Financial Institution	Investment Type	Previous Period Balance	Value Held at State/Ins Ann	Receipts or Inc In Market Value	Disbursements or Loss of Market Value	End of Period Balance
Downstate Investment and Hometown National Bank-Trustee	Multiple Investments	\$3,227,597.43	\$12,286,716.70	\$32,260.50	\$ (105,815.24)	\$15,440,759.39

**COMBINED OPERATING ACCOUNT STATUS-PFSB**

Fund Operating Checking Account Description	Operating Balance	Negative Balance
Electric Fund - Guaranteed Light Deposits	\$820,711	
Electric Fund Operating Reserve	\$1,612,129	
Garbage Fund	\$73,034	
Illinois Valley Regional Airport	(\$562,346)	(\$562,346)
Landfill Operating	\$380,387	
Motel Tax	\$1,648,967	
Water & Sewer - Guaranteed Water Deposits	\$53,840	
<b>Totals</b>	<b>\$4,026,722</b>	<b>(\$562,346)</b>
Less Electric Fund - Guaranteed Light Deposits	(\$820,711)	
Less Water & Sewer - Guaranteed Water Deposits	(\$53,840)	
<b>Net Funds Available in Combined Operating Account</b>	<b>\$3,152,171</b>	

Treasurer's Monthly Report  
**FUND INVESTMENTS**

February 28, 2025

Fund	Financial Firm	Investment Type	Account #	Balance	Rate	Maturity Date	Balance Use Definition
<b>General Fund</b>							
Operating Reserve	Peru Federal Savings Bank	MM	161000266	\$808,063.08	2.28%		Unassigned
Operating Reserve	LaSalle State Bank	CD	4816641	\$471,857.64	4.50%	5-Jun-25	Unassigned
<b>Total General Fund</b>				<b>\$1,279,920.72</b>			
<b>Electric Light Enterprise Fund</b>							
Electric Light Fund - Operating Reserve	Sallie Mae Bank	CD	795451CJ0	\$150,000.00	5.00%	18-Nov-25	Assigned
Electric Light Fund - Operating Reserve	Cornerstone Bank	CD	219236AK2	\$0.00	5.30%	28-Feb-25	Assigned
Electric Light Fund - Operating Reserve	Central Bank	CD	110186	\$437,593.05	4.00%	17-Mar-25	Assigned
Electric Light Fund - Operating Reserve	Cross River Bank	CD	227563HL0	\$235,000.00	5.35%	11-Apr-25	Assigned
Electric Light Fund - Operating Reserve	Presidential Bank FSB	CD	74086MBD4	\$240,000.00	4.40%	21-Apr-25	Assigned
Electric Light Fund - Operating Reserve	Capital One NA	CD	14042RQY0	\$225,000.00	3.40%	5-May-25	Assigned
Electric Light Fund - Operating Reserve	Central Bank	CD	1030516172	\$301,490.69	4.20%	8-May-25	Assigned
Electric Light Fund - Operating Reserve	Morgan Stanley PVT Bank	CD	61768EJP9	\$250,000.00	3.15%	19-May-25	Assigned
Electric Light Fund - Operating Reserve	Morgan Stanley	CD	61690UK25	\$250,000.00	3.10%	26-May-25	Assigned
Electric Light Fund - Operating Reserve	Capital One Bank USA	CD	14042THM2	\$250,116.44	3.40%	7-Jul-25	Assigned
Electric Light Fund - Operating Reserve	USB Bank USA	CD	90348J5M8	\$250,000.00	3.45%	8-Sep-25	Assigned
Electric Light Fund - Operating Reserve	Open Bank	CD	68371GEP3	\$240,000.00	4.30%	26-Sep-25	Assigned
Electric Light Fund - Operating Reserve	Nicolet National Bank	CD	654062LB2	\$250,000.00	4.10%	28-Sep-25	Assigned
Electric Light Fund - Operating Reserve	American Express Natl Bank	CD	02589AEB4	\$250,000.00	4.70%	3-Nov-25	Assigned
Electric Light Fund - Operating Reserve	Discover Bank	CD	254673Z33	\$250,000.00	4.95%	17-Nov-25	Assigned
Electric Light Fund - Operating Reserve	Bank OZK	CD	06418CM45	\$240,000.00	4.20%	18-Nov-25	Assigned
Electric Light Fund - Operating Reserve	Discover Bank	CD	254673P34	\$250,000.00	3.50%	10-Aug-26	Assigned
Electric Light Fund - Operating Reserve	Morgan Stanley Bank NA	CD	61690UR51	\$250,000.00	3.60%	15-Sep-26	Assigned
Electric Light Fund - Operating Reserve	Synchrony Bank	CD	87165FS54	\$250,000.00	4.70%	4-Nov-27	Assigned
<b>Total Operating Reserve</b>				<b>\$4,569,200.18</b>			
Electric Light Fund - Self Insurance Reserve	North Central Bank	CD	28771	\$250,000.00	4.80%	15-May-25	Committed
Electric Light Fund - Self Insurance Reserve	Spring Valley City Bank	CD	7706003022	\$243,938.56	5.00%	16-May-25	Committed
Electric Light Fund - Self Insurance Reserve	First State Bank	CD	152473	\$256,544.52	4.50%	16-Aug-25	Committed
Electric Light Fund - Self Insurance Reserve	LaSalle State Bank	CD	4816390	\$250,000.00	4.30%	3-Dec-25	Committed
Electric Light Fund - Self Insurance Reserve	First State Bank	CD	152479	\$256,544.52	4.25%	16-Feb-26	Committed
<b>Total Self Insurance Reserve</b>				<b>\$1,257,027.60</b>			
<b>Total Electric Light Fund Enterprise</b>				<b>\$5,826,227.78</b>			
<b>Total Fund Investments</b>				<b>\$7,106,148.50</b>			

Treasurer's Monthly Report

<b>Certificate of Deposit Investments by Depos</b>	<b>Amount</b>
Purchased Negotiable Certificates of Deposit	\$3,830,116.44
Central Bank Certificates of Deposit	\$739,083.74
LaSalle State Bank Certificate of Deposit	\$721,857.64
Peru Federal Savings Bank Money Market	\$808,063.08
First State Bank Certificate of Deposit	\$513,089.04
North Central Bank Certificates of Deposit	\$250,000.00
Spring Valley City Bank Certificate of Deposit	\$243,938.56
<b>Total Certificate of Deposit Investments</b>	<b>\$7,106,148.50</b>

CITY CLERK'S REPORT OF CASH RECEIVED  
FEBRUARY 2025

GENERAL FUND

Road & Bridge Property Tax	3.55	
Municipal Sales Tax-Nov Sales	700,392.81	
HRT-Parkside-Nov Sales	219,785.74	
HRT-Infrastructure-Nov Sales	219,785.73	
Use Tax	31,895.36	
Telecommuncations Tax	8,837.58	
Personal Property Replacement Tax	-	
State Income Tax	147,730.95	
Cannabis Use Tax	1,306.87	
Other Misc Tax	23,968.83	
Video Gaming Municipal Share-Dec	46,151.33	
Motel Tax	33,795.59	
Health Insurance Reimbursements-Retirees	2,447.73	
Gaming Licenses	90.00	
Liquor Licenses	-	
Business/Miscellaneous Licenses	-	
Contractor Licenses	1,600.00	
Police Fines/Copies/Misc	519.25	
Circuit Court Fines	2,069.81	
Adjudication Fines	1,690.00	
SRO Reimbursement	-	
Vacant Prop Reg	975.00	
AT&T Franchise-monthly	755.55	
Comcast Franchise-quarterly	50,732.87	
Utility Fund Franchise-monthly	143,928.33	
Building Permits	15,461.52	
Taste 50/50 Tickets	-	
Inspection fees	1,125.00	
Engineering Reviews	-	
Filing Fee	100.00	
Telecomm Tower Rent	2,676.00	
Park Shelter Fees	-	
Accident Damages Reimbursement	-	
Sign Property Rent-Link Media	-	
Property Rent-Babs Brew	400.00	
Vital Records	2,498.00	
BB Field Fees	1,000.00	
Recreation Receipts	-	
Cemetery Lots	-	
Burial Permits	1,000.00	
Cemetery Niches	1,000.00	
CSO Donation to Celebration Fund	100.00	
Road Salt Purchase-Peru Twp	7,826.00	
Donation HavenRookie Card	204.00	
Donation Peru Fed Scoreboard	6,875.00	
Sale of City Property	-	
IDOT Rt 6 Mntnce	-	
State of IL-Highway Safety Grant	-	
NWS-Sand Development Agreement	-	
Code Red-Municipal Reimbursements	-	
Interest Income	24,530.05	
<i>Total General Fund</i>	24,530.05	\$ 1,703,258.45

CITY CLERK'S REPORT OF CASH RECEIVED  
FEBRUARY 2025

POLICE DRUG ENFORCE/IMPOUND/EQUIP FUND

Drug Fine/Forfeiture Income	-	
Impound Fees	500.00	
Other Revenue	562.00	
Interest Income	8.81	
<i>Total Police Drug/Impound Fund</i>		<u>\$ 1,070.81</u>

INSURANCE FUND

General Fund-Flexpay PR Deductions	4,085.98	
Utility Fund-HRA Reimbursements	13,805.85	
General Fund-HRA Reimbursements	5,974.67	
Utility Fund-T3 Funding	-	
General Fund-T3 Funding	-	
Interest Income	1,373.02	
		<u>\$ 25,239.52</u>

GARBAGE FUND

Utility Receipts	58,231.96	
Interest Income	207.04	
<i>Total Garbage Fund</i>		<u>\$ 58,439.00</u>

MOTOR FUEL TAX FUND

St of IL-MFT Allotment	17,471.83	
St of IL-Renewal Funds	18,779.88	
Interest Income	917.61	
<i>Total Motor Fuel Tax Fund</i>		<u>\$ 37,169.32</u>

PERU INDUSTRIAL PARK TIF

Property Taxes	-	
Interest Income	546.20	

NORTH PERU TIF

Property Taxes	-	
Interest Income	78.07	

PERU DOWNTOWN TIF

Property Taxes	-	
Interest Income	216.35	

PERU MALL TIF

Property Taxes	-	
Interest Income	32.70	

PERU MVP TIF

Property Taxes	7.06	
Interest Income	-	

		<u>\$ 880.38</u>
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*Total Peru TIF*

CITY CLERK'S REPORT OF CASH RECEIVED  
FEBRUARY 2025

UTILITY FUND

Utility Receipts	2,623,815.43	
Reconnect Fees	-	
NSF Fees	-	
CC Fees	4,727.43	
WC Reimbursement	-	
Fiber Optic Rent	3,009.98	
Sale of Meters/Supplies	645.00	
Sale of Scrap Wire	-	
Health Insurance Reimbursements-Retirees	1,526.22	
Accident Damages-Insurance Reimb	-	
AT&T-pole rent	-	
Farm Rent	-	
Sale of Loads of Water	3,337.54	
Wastewater Permits	250.00	
Wastewater Analysis	1,475.00	
IDOT-Traffic Signal Maint Reimb	-	
COP Ins Reimb-Transformer Incident	-	
Sale of Renewable Energy Certificates	50,577.60	
Interest Income	78,469.83	
<i>Total Electric Fund</i>		<u>\$ 2,767,834.03</u>

GUARANTEED DEPOSIT FUND

Electric Utility Deposits	5,555.00	
Water Utility Deposits	700.00	
<i>Total Guaranteed Deposit Fund</i>		<u>\$ 6,255.00</u>

LANDFILL FUND

Utility Receipts	2,180.00	
Chipper Services	-	
Interest Income	8,040.67	
<i>Total Landfill Fund</i>		<u>\$ 10,220.67</u>

AIRPORT OPERATIONS

Hangar Rentals	7,025.91	
Land Leases	6,353.88	
Midwest Avtech-Flowage Fees	431.35	
Grants	-	
Interest Income	7.27	
<i>Total Airport Operations Fund</i>		<u>\$ 13,818.41</u>

**TOTAL ALL FUNDS** \$ 4,624,185.59



# 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 December 2024  
Date: Tuesday, February 18, 2025

The Peru Volunteer Ambulance Service responded to four hundred thirty-one (431) patient/calls during the month of December. The four hundred thirty-one (431) patient/calls included two hundred thirty-three (233) emergencies for Peru, six (6) emergencies for Dimmick, zero (0) emergencies for Peru Township, and one hundred eighty-two (182) transfers. Of the two hundred thirty-nine (239) emergencies, one hundred fifty-seven (157) patients were transported, sixty-eight (68) patients refused treatment, eleven (11) were disregarded, and three (3) were Stand-By requests.

Peru Volunteer Ambulance Service, Inc. responded to three (3) Mutual Aid requests with 10/33 Ambulance, four (4) Mutual Aid request with La Salle Ambulance, one (1) Mutual Aid request with Earlville Ambulance, and one (1) Mutual Aid requests with Utica Ambulance.

The total mileage logged was 10474 miles for the month of December.

BCH:seb



# 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 Year of 2024

Date: Tuesday, February 18, 2025

The Peru Volunteer Ambulance Service responded to three thousand nine hundred eighty-six (3986) calls during the year of 2024. The three thousand nine hundred eighty-six (3986) calls included two thousand three hundred thirty-six (2336) calls for Peru, ninety-seven (97) for Dimmick Township, twenty-three (23) for Peru Township, and one thousand three hundred seventy-six (1376) transfers. Of the two thousand four hundred fifty-six (2456) emergency calls, one thousand six hundred thirty-four (1634) patients were transported, seven hundred eighty-two (702) refused treatment, one hundred three (103) were disregarded or DOA, and twenty-three (23) were stand-by requests.

The Peru Volunteer Ambulance Service, Inc. responded to forty-eight (48) mutual aid requests from La Salle Ambulance Service, forty-seven (47) mutual aid requests from 10/33 Ambulance, four (4) mutual aid requests from PC EMS, nine (9) mutual aid requests from Mendota Fire/Ambulance Service, four (4) mutual aid requests from Earlville Ambulance, two (2) mutual aid requests from Utica Ambulance Service, one (1) mutual aid request from Tonica Ambulance, one (1) mutual aid request from Cedar Point EMS, two (2) mutual aid requests from Princeton Fire/EMS, and one (1) mutual aid request from Lostant Ambulance Service.

The total mileage logged was 136458 miles for the year of 2024.

BCH:seb

City of Peru Disbursements to be Paid 3/26/2025

FUND	FUND NAME		
10	General Fund	\$	407,429.48
60	Utility Fund	\$	2,170,839.66
80	Landfill Fund	\$	8,938.14
85	Airport Fund	\$	4,013.88
		\$	<u>2,591,221.16</u>

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
IV NET	10 -5-12-56100	MONTHLY PORT-CLERK	75.00	GENERAL	CLERK'S OFFICE	TELEPHONE/INTERNET/CABLE
IL DEPT OF PUBLIC HEALT	10 -5-12-56500	DEATH CERT COPIES	760.00	GENERAL	CLERK'S OFFICE	VITAL RECORDS
P F PETTIBONE & CO	10 -5-12-65200	MINUTE BOOKS	523.50	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-12-65200	OFFICE SUPPLIES	29.50	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-12-65200	OFFICE SUPPLIES	163.34	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-12-65200	OFFICE SUPPLIES	111.88	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-12-65200	TONER CARTRIDGE	46.99	GENERAL	CLERK'S OFFICE	OPERATING SUPPLIES
DUNCAN & BRANDT	10 -5-14-54950	ADJ HEARING MAR25	166.66	GENERAL	CITY ENGINEER	ADM HEARING EXP
IV NET	10 -5-14-56100	MONTHLY PORT-ENG	75.00	GENERAL	CITY ENGINEER	TELEPHONE/INTERNET/CABLE
MARCO TECHNOLOGIES LLC	10 -5-14-56400	ENG SHARP-APR25	190.43	GENERAL	CITY ENGINEER	MAINTENANCE AGREEMENTS
DRESBACH DIST CO	10 -5-14-65200	WATER	60.00	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-14-65200	OFFICE SUPPLIES	201.81	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-14-65200	OFFICE SUPPLIES	169.00	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-14-65200	OFFICE SUPPLIES	22.88	GENERAL	CITY ENGINEER	OPERATING SUPPLIES
IV NET	10 -5-15-51220	HOMEPAGE STORAGE	444.95	GENERAL	ADMINISTRATIVE	R&M/WEBSITE
OSF MEDICAL GROUP-OCCUP	10 -5-15-53420	DRUG SCREENS	108.00	GENERAL	ADMINISTRATIVE	MEDICAL SERVICES
DUNCAN & BRANDT	10 -5-15-54950	ADJ HEARING MAR25	166.67	GENERAL	ADMINISTRATIVE	ADM HEARING EXP
LASALLE PUBLISHING/LEGA	10 -5-15-56200	PZ 1820 4TH	244.32	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	BID AREA 2 PHASE 1	331.89	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
LASALLE PUBLISHING/LEGA	10 -5-15-56200	PZ PERU GKD PARTNERS	217.23	GENERAL	ADMINISTRATIVE	PUBLISHING/ADVERTISING
MCCI, LLC	10 -5-15-59900	LASERFICHE TO CLOUD 50% BAL	3,712.50	GENERAL	ADMINISTRATIVE	CONTRACTUAL SERVICE
MAUTINO DIST CO INC	10 -5-15-65200	WATER	41.25	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
MAUTINO DIST CO INC	10 -5-15-65200	WATER	57.75	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
JP COOKE COMPANY	10 -5-15-65200	CUSTOM XSTAMPER	118.55	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
MIDWEST MAILING & SHIPP	10 -5-15-65200	INK CARTRIDGE/SECURITY SEAL	228.09	GENERAL	ADMINISTRATIVE	OPERATING SUPPLIES
PERU PUBLIC LIBRARY	10 -5-15-97020	PPRT RCVD 3/4/25	2,877.16	GENERAL	ADMINISTRATIVE	CONTRIB TO LIBR-PPRT
SAM HARRIS UNIFORMS	10 -5-16-47100	PAUL CA	61.95	GENERAL	POLICE	CLOTHING ALLOWANCE
RAY O'HERRON CO., INC	10 -5-16-47100	SMITH CA	68.98	GENERAL	POLICE	CLOTHING ALLOWANCE
RAY O'HERRON CO., INC	10 -5-16-47100	ATKINS CA	146.97	GENERAL	POLICE	CLOTHING ALLOWANCE
JCM UNIFORMS INC	10 -5-16-47100	FRUND CA	322.95	GENERAL	POLICE	CLOTHING ALLOWANCE
KENDRICK PEST CONTROL I	10 -5-16-51100	POLICE COMPLEX	65.00	GENERAL	POLICE	R&M/BUILDINGS
ALTORFER INDUSTRIES, IN	10 -5-16-51200	TRANS SWITCH INSPECTION	182.00	GENERAL	POLICE	R&M/EQUIPMENT
ALTORFER INDUSTRIES, IN	10 -5-16-51200	TRANS SWITCH INSPECTION	182.00	GENERAL	POLICE	R&M/EQUIPMENT
ALTORFER INDUSTRIES, IN	10 -5-16-51200	MNTNC GNRTR 1304A	2,343.00	GENERAL	POLICE	R&M/EQUIPMENT
SCHIMMER INC	10 -5-16-51300	PPD46 MNTNCE	73.35	GENERAL	POLICE	R&M/VEHICLES
ATD OF LASALLE COUNTY	10 -5-16-51300	ESDA GRAPHICS REMVL	225.00	GENERAL	POLICE	R&M/VEHICLES
BEARD BROTHERS INC	10 -5-16-51300	PPD36 REPAIR	214.00	GENERAL	POLICE	R&M/VEHICLES
DUNCAN & BRANDT	10 -5-16-54950	ADJ HEARING MAR25	166.67	GENERAL	POLICE	ADM HEARING EXP

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
TECHNOLOGY MGMNT REV FU	10 -5-16-55700	LEADS LINE 1/25	40.17	GENERAL	POLICE	LEADS LINE RENTAL
IV NET	10 -5-16-56100	MONTHLY PORT-POLICE	75.00	GENERAL	POLICE	TELEPHONE/INTERNET/CABLE
PEERLESS NETWORK	10 -5-16-56100	65546-2650 PEORIA ST	204.74	GENERAL	POLICE	TELEPHONE/INTERNET/CABLE
VERIZON WIRELESS	10 -5-16-56100	POLC WIRELESS TO 2/20	1,364.73	GENERAL	POLICE	TELEPHONE/INTERNET/CABLE
COMCAST BUSINESS	10 -5-16-56100	POLC INTERNET TO 3/15	718.00	GENERAL	POLICE	TELEPHONE/INTERNET/CABLE
COMCAST BUSINESS	10 -5-16-56100	POLC PHONE TO 3/15	413.83	GENERAL	POLICE	TELEPHONE/INTERNET/CABLE
MARCO TECHNOLOGIES LLC	10 -5-16-56400	POLC MAINT 3/25	1,605.18	GENERAL	POLICE	MAINTENANCE AGREEMENTS
AMEREN ILLINOIS	10 -5-16-57100	13260-71020 2650 N PEORIA ST	1,338.81	GENERAL	POLICE	UTILITIES
MOTOROLA	10 -5-16-59900	ANN VIDEOMANAGER STORAGE	11,187.50	GENERAL	POLICE	CONTRACTUAL SERVICE
SALTUS TECHNOLOGIES	10 -5-16-59900	DIGITICKET-MAR	1,747.50	GENERAL	POLICE	CONTRACTUAL SERVICE
STERICYCLE, INC.	10 -5-16-59900	NEEDLE DISPOSAL	147.94	GENERAL	POLICE	CONTRACTUAL SERVICE
DRESBACH DIST CO	10 -5-16-65200	SUPPLIES	199.80	GENERAL	POLICE	OPERATING SUPPLIES
HYVEE	10 -5-16-65220	HAVEN BD CAKES	109.98	GENERAL	POLICE	SPECIAL PROGRAMS EXPENSE
TOTAL RESPONSE	10 -5-16-68400	ANN LIC THRU 4/26	1,542.85	GENERAL	POLICE	COMPUTER SOFTWARE
HARMONIC DESIGN	10 -5-16-88400	PPD43&48 GRAPHICS	2,150.00	GENERAL	POLICE	NEW EQUIPMENT/VEHICLES
FLEET SAFETY SUPPLY	10 -5-17-51300	316 LIGHTING	697.46	GENERAL	FIRE	R&M/VEHICLES
OSF MEDICAL GROUP-OCCUP	10 -5-17-53420	MED SVCS-FIRE	1,991.00	GENERAL	FIRE	MEDICAL SERVICES
PETER RAGAZINCKY	10 -5-17-55500	CPR CARDS-REIMB	90.00	GENERAL	FIRE	EDUCATION/MEETINGS
PEERLESS NETWORK	10 -5-17-56100	1128974-816 W ST	74.42	GENERAL	FIRE	TELEPHONE/INTERNET/CABLE
AMEREN ILLINOIS	10 -5-17-57100	95733-05296 1503 4TH FIRE	1,774.18	GENERAL	FIRE	UTILITIES
CINTAS CORP #396	10 -5-17-59900	CITY HALL/FIRE MATS	35.24	GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORP #396	10 -5-17-59900	FIRE MATS/SUPPLIES	35.24	GENERAL	FIRE	CONTRACTUAL SERVICE
CINTAS CORPORATION	10 -5-17-59900	FIRE-CABNT SERV	79.46	GENERAL	FIRE	CONTRACTUAL SERVICE
BOUND TREE MEDICAL LLC	10 -5-17-65200	MEDCL SUPPLIES	224.57	GENERAL	FIRE	OPERATING SUPPLIES
NAPA AUTO PARTS	10 -5-19-51300	S105 CALIPER RETURN	(82.50)	GENERAL	STREET	R&M/VEHICLES
PERU AUTO ELECTRIC	10 -5-19-51300	FILTER	153.00	GENERAL	STREET	R&M/VEHICLES
T & T HYDRAULICS	10 -5-19-51300	D322 PARTS	174.62	GENERAL	STREET	R&M/VEHICLES
TIFCO INDUSTRIES	10 -5-19-51300	STOCK PARTS	1,830.26	GENERAL	STREET	R&M/VEHICLES
IL VALLEY EXCAVATING IN	10 -5-19-51400	12TH & PEORIA GUARD RAIL	4,906.85	GENERAL	STREET	R&M/STREETS
IL VALLEY EXCAVATING IN	10 -5-19-51400	5TH ST GUARD RAIL	4,253.00	GENERAL	STREET	R&M/STREETS
ADVANCED ASPHALT CO	10 -5-19-51434	2024 MFT PROGRAM PAY2	26,268.56	GENERAL	STREET	STREET MAINT PROJECT
IMUA-IL MUNICIPAL UTILI	10 -5-19-55510	JAN SAFETY TRNG	337.50	GENERAL	STREET	SAFETY TRAINING
FICEK ELECTRIC & COMMUN	10 -5-19-56100	PW/ELECT PHONE MNTNCE	273.25	GENERAL	STREET	TELEPHONE/INTERNET/CABLE
PEERLESS NETWORK	10 -5-19-56100	1128977-1012 PEORIA ST	70.48	GENERAL	STREET	TELEPHONE/INTERNET/CABLE
AMEREN ILLINOIS	10 -5-19-57100	15285-27851 RT 251	61.53	GENERAL	STREET	UTILITIES
AMEREN ILLINOIS	10 -5-19-57100	35940-87050 4003 PLNK RD	3,351.19	GENERAL	STREET	UTILITIES
KENDRICK PEST CONTROL I	10 -5-19-59900	8TH & GREEN	20.00	GENERAL	STREET	CONTRACTUAL SERVICE
CINTAS CORPORATION	10 -5-19-59900	PW CABNT SERV	97.23	GENERAL	STREET	CONTRACTUAL SERVICE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	SIGNS	510.15	GENERAL	STREET	SIGNS
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	STREET SIGNS	1,147.41	GENERAL	STREET	SIGNS
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	KEEP RIGHT SIGNS	94.15	GENERAL	STREET	SIGNS
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	STEEL TUBING	1,367.01	GENERAL	STREET	SIGNS
MICHAEL TODD INDUSTRIAL	10 -5-19-61200	STREET SIGNS	608.58	GENERAL	STREET	SIGNS
MORTON SALT	10 -5-19-61300	ROAD SALT	1,881.37	GENERAL	STREET	SALT
MORTON SALT	10 -5-19-61300	ROAD SALT	13,373.07	GENERAL	STREET	SALT
MORTON SALT	10 -5-19-61300	ROAD SALT	9,433.47	GENERAL	STREET	SALT
MORTON SALT	10 -5-19-61300	ROAD SALT	5,592.46	GENERAL	STREET	SALT
NAPA AUTO PARTS	10 -5-19-65200	GREASE GUN	85.98	GENERAL	STREET	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-19-65200	SUPPLIES	103.90	GENERAL	STREET	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-19-65200	WATER	630.00	GENERAL	STREET	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	10 -5-19-65200	SUPPLIES	570.05	GENERAL	STREET	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-19-65200	SUPPLIES	9.79	GENERAL	STREET	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-19-65200	KITCHEN SUPPLIES	184.13	GENERAL	STREET	OPERATING SUPPLIES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	946.86	GENERAL	STREET	FUEL & OIL VEHICLES
ARNESON OIL COMPANY	10 -5-19-65500	DIESEL FUEL	823.65	GENERAL	STREET	FUEL & OIL VEHICLES
DEERE CREDIT INC	10 -5-19-72370	030-0074839-000/PAY 40	84.68	GENERAL	STREET	INT-JOHN DEERE CREDIT
DEERE CREDIT INC	10 -5-19-88400	030-0074839-000/PAY 40	2,012.78	GENERAL	STREET	NEW EQUIPMENT/VEHICLES
PERU GREENHOUSES INC	10 -5-21-59991	SAFE ROUTES TREE DAMAGE	430.00	GENERAL	SIDEWALKS/CROSSINGS	CURB PROJECT
KENDRICK PEST CONTROL I	10 -5-22-51100	MUN BLDG	40.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS/STRUCTURES
KENDRICK PEST CONTROL I	10 -5-22-51100	FIRE	40.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS/STRUCTURES
KENDRICK PEST CONTROL I	10 -5-22-51100	CEMETERY	35.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS/STRUCTURES
KENDRICK PEST CONTROL I	10 -5-22-51100	PW BLDG	35.00	GENERAL	BUILDINGS & GROUNDS	R&M/BUILDINGS/STRUCTURES
SPRINGFIELD ELECTRIC	10 -5-22-51700	CONDUIT FOR FLAG POLES	1,387.44	GENERAL	BUILDINGS & GROUNDS	R&M/GROUNDS
PEERLESS NETWORK	10 -5-22-56100	1128988-1901 4TH ST-ADM	421.96	GENERAL	BUILDINGS & GROUNDS	TELEPHONE
AMEREN ILLINOIS	10 -5-22-57100	BOAT LAUNCH LTS	20.17	GENERAL	BUILDINGS & GROUNDS	UTILITIES
AMEREN ILLINOIS	10 -5-22-57100	77250-21000 1901 4TH	780.45	GENERAL	BUILDINGS & GROUNDS	UTILITIES
TK ELEVATOR CORP	10 -5-22-59900	QTRLY ELEV MAINT	873.94	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
CINTAS CORP #396	10 -5-22-59900	CITY HALL/FIRE MATS	93.75	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
SERVICEMASTER BEST CLEA	10 -5-22-59900	PW FEB25 CLEAN	650.00	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
ILLINOIS MILITARY MAINT	10 -5-22-59900	CLEAN 2/1-2/22	800.00	GENERAL	BUILDINGS & GROUNDS	CONTRACTUAL SERVICE
ACTION FLAG CO	10 -5-22-92900	FLAGS	1,461.20	GENERAL	BUILDINGS & GROUNDS	MISCELLANEOUS EXP
LADD FARM MART	10 -5-23-51200	RTV MIRROR	57.71	GENERAL	PARKS	R&M/EQUIPMENT
CENTRAL MILLWRIGHT SERV	10 -5-23-51212	FABRC BRACKETS SUNSET SCBRD	427.59	GENERAL	PARKS	R&M/PARK EQUIPMENT
NAPA AUTO PARTS	10 -5-23-51300	R405 OIL FILTER	5.99	GENERAL	PARKS	R&M/VEHICLES
NAPA AUTO PARTS	10 -5-23-51300	R405 PART	9.99	GENERAL	PARKS	R&M/VEHICLES
IL SECRETARY OF STATE	10 -5-23-51300	R405 TITLE PLATES	173.00	GENERAL	PARKS	R&M/VEHICLES

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
MIDWEST WHEEL COMPANIES	10 -5-23-51300	LED LIGHTS	163.86	GENERAL	PARKS	R&M/VEHICLES
MIDWEST WHEEL COMPANIES	10 -5-23-51300	ADAPTER PLATE MOUNT	84.97	GENERAL	PARKS	R&M/VEHICLES
AMEREN ILLINOIS	10 -5-23-57100	29031-01038 1301 PARK RD	180.68	GENERAL	PARKS	UTILITIES
ADVANCED SANITATION	10 -5-23-59900	PKS-PRTBLE TOLIET RENTLS	3,116.00	GENERAL	PARKS	CONTRACTUAL SERVICE
MENARDS	10 -5-23-65200	SUPPLIES	281.89	GENERAL	PARKS	OPERATING SUPPLIES
DRESBACH DIST CO	10 -5-23-65200	WATER	75.00	GENERAL	PARKS	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	10 -5-23-65200	SUPPLIES	309.84	GENERAL	PARKS	OPERATING SUPPLIES
SUNNY BUNNY	10 -5-23-65210	CANDY FILLED EGGS	894.00	GENERAL	PARKS	EVENTS/PROGRAMS
FIRST WESTERN EQUIPMENT	10 -5-23-72370	LEASE/PURCH	77.21	GENERAL	PARKS	LEASE FEES/INTEREST
NEW EQUIPMENT LEASING I	10 -5-23-72370	2023 EXMARK MOWER-PAY 24	53.70	GENERAL	PARKS	LEASE FEES/INTEREST
FIRST WESTERN EQUIPMENT	10 -5-23-88000	LEASE/PURCH	472.96	GENERAL	PARKS	NEW EQUIPMENT
NEW EQUIPMENT LEASING I	10 -5-23-88000	2023 EXMARK MOWER-PAY 24	2,107.30	GENERAL	PARKS	NEW EQUIPMENT
PEERLESS NETWORK	10 -5-24-56100	1128981-2121 SHOOTING PARK RD	82.49	GENERAL	CEMETERY	TELEPHONE/INTERNET/CABLE
AMEREN ILLINOIS	10 -5-24-57100	56462-08657 SHOOTING PK RD	374.99	GENERAL	CEMETERY	UTILITIES
AMEREN ILLINOIS	10 -5-24-57100	87671-76497 MAUSOLEUM	72.26	GENERAL	CEMETERY	UTILITIES
CINTAS CORPORATION	10 -5-24-59900	CMTRY-EYEWASH STN	105.72	GENERAL	CEMETERY	CONTRACTUAL SERVICE
JOHN DEERE FINANCIAL	10 -5-24-65200	SUPPLIES	49.99	GENERAL	CEMETERY	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	10 -5-25-47100	LASIK CA	194.96	GENERAL	CITY GARAGE	CLOTHING ALLOWANCE
AMAZON CAPITAL SERVICES	10 -5-29-65200	OFFICE SUPPLIES	125.65	GENERAL	HR HEALTH&WELLNESS	OPERATING SUPPLIES
AMAZON CAPITAL SERVICES	10 -5-29-65200	OFFICE SUPPLIES	239.72	GENERAL	HR HEALTH&WELLNESS	OPERATING SUPPLIES
CREATIVE SERVICES	60 -5-12-56000	FEB25 UTIL BILLS	3,092.72	UTILITY	CLERK'S OFFICE	POSTAGE
CREATIVE SERVICES	60 -5-12-59900	FEB25 UTIL BILLS	604.38	UTILITY	CLERK'S OFFICE	CONTRACTUAL SERVICE
JOHN DEERE FINANCIAL	60 -5-15-47100	GURERRO CA	59.98	UTILITY	ADMINISTRATIVE	CLOTHING ALLOWANCE
LOCKER ROOM	60 -5-15-47200	NAMBO UNIFORM	12.00	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
LOCKER ROOM	60 -5-15-47200	SUMMER SHIRTS	360.00	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
LOCKER ROOM	60 -5-15-47200	NAMBO UNIFORM	36.00	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
JOHN DEERE FINANCIAL	60 -5-15-47200	LASIK UNIF	59.98	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
TYNDALE ENTERPRISES INC	60 -5-15-47200	JEAN RETURN	(294.00)	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
TYNDALE ENTERPRISES INC	60 -5-15-47200	MINNICK UNIF	473.80	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
TYNDALE ENTERPRISES INC	60 -5-15-47200	JEANS/SWEATSHIRT	618.95	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
AMAZON CAPITAL SERVICES	60 -5-15-47200	PYSZKA UNIF	178.00	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
AMAZON CAPITAL SERVICES	60 -5-15-47200	PYSZKA UNIF	198.00	UTILITY	ADMINISTRATIVE	UNIFORM SERVICE
BHMG ENGINEERS	60 -5-15-53100	EPA & ANN RPT	1,199.52	UTILITY	ADMINISTRATIVE	ENGINEERING EXPENSE
BHMG ENGINEERS	60 -5-15-53100	ENG SVCS-GEN UTILITY	396.48	UTILITY	ADMINISTRATIVE	ENGINEERING EXPENSE
OSF MEDICAL GROUP-OCCUP	60 -5-15-53400	DRUG SCREENS	143.00	UTILITY	ADMINISTRATIVE	OTHER PROFESSIONAL SERVICES
BAKER TILLY ADVISORY GR	60 -5-15-53450	ENERGY IMPRV-GRANT	11,970.00	UTILITY	ADMINISTRATIVE	CONSULTING SERVICES
IMUA-IL MUNICIPAL UTILI	60 -5-15-55500	JAN SAFETY TRNG	337.50	UTILITY	ADMINISTRATIVE	EDUCATION/MEETINGS
FICEK ELECTRIC & COMMUN	60 -5-15-56100	PW/ELECT PHONE MNTNCE	273.25	UTILITY	ADMINISTRATIVE	TELEPHONE/INTERNET/CABLE

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
IV NET	60 -5-15-56100	MAR25 PORT CHARGES	150.00	UTILITY	ADMINISTRATIVE	TELEPHONE/INTERNET/CABLE
PEERLESS NETWORK	60 -5-15-56100	1128979 4005 PLANK RD	299.83	UTILITY	ADMINISTRATIVE	TELEPHONE/INTERNET/CABLE
CINTAS CORP #396	60 -5-15-59900	ELEC MATS/SUPPL	48.95	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	PW MATS/SUPP	259.21	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	PW MATS/SUPPL	78.98	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
CINTAS CORP #396	60 -5-15-59900	ELEC MATS/SUPPL	167.91	UTILITY	ADMINISTRATIVE	CONTRACTUAL SERVICES
AMAZON CAPITAL SERVICES	60 -5-15-65200	MINNICK-OFFC CHAIR	893.70	UTILITY	ADMINISTRATIVE	OPERATING SUPPLIES
KENDRICK PEST CONTROL I	60 -5-61-51100	PLANT & BLDGS	15.00	UTILITY	POWER & GENERATION	R&M/BUILDINGS
VIPOWER SERVICES	60 -5-61-51208	GEN SVC JET MNTNCE	2,583.12	UTILITY	POWER & GENERATION	R&M/GENERATION EQUIPMENT
BHMG ENGINEERS	60 -5-61-53100	COORDNTN STUDY	2,859.30	UTILITY	POWER & GENERATION	ENGINEERING EXPENSE
IL MUNICIPAL ELECTRIC A	60 -5-61-64310	FEB 2025 LARGE POWER	1,397,794.36	UTILITY	POWER & GENERATION	LARGE POWER PURCHASE
AMEREN ILLINOIS	60 -5-61-66720	66792-35002 1026 CENTER ST	72.26	UTILITY	POWER & GENERATION	UTILITIES
AMEREN ILLINOIS	60 -5-61-66720	69001-44002 4003 PLNK RD	1,517.63	UTILITY	POWER & GENERATION	UTILITIES
VERMEER SALES & SERV CE	60 -5-62-51200	EQUIP MNTNCE	716.37	UTILITY	DISTRIBUTION SYSTEM	R&M/EQUIPMENT
SPRINGFIELD ELECTRIC	60 -5-62-51290	PVC CONDUIT	57.65	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	PVC CONDUIT	57.65	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
SPRINGFIELD ELECTRIC	60 -5-62-51290	5TH & BUFFALO	195.46	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
VERMEER SALES & SERV CE	60 -5-62-51290	KNIFE ASSY	443.26	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	TRNSFMR WINDOW	1,633.79	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	RPR BUSHING ASSMBLY	287.21	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	FIBERGLASS ROD	601.40	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	ARRESTER/POLE PLATE	3,628.80	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	POLEMOUNT BRACKETS	5,949.10	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	INSULATORS	1,939.70	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	INSULATORS	305.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	ARRESTER/CONNECTORS	2,931.84	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	INSULATORS	924.00	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
FLETCHER-REINHARDT COMP	60 -5-62-51290	CLAMPS	221.40	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
TALLMAN EQUIPMENT CO	60 -5-62-51290	JAW GRIP/POST HOLE DIGGER/WIRE	287.19	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
DRK ENTERPRISES	60 -5-62-51290	LED LIGHTING	1,826.59	UTILITY	DISTRIBUTION SYSTEM	R&M/DIST EQUIP/LINES/SVCS
ANIXTER INC	60 -5-62-52960	METER TEST/REPAIR	5,640.74	UTILITY	DISTRIBUTION SYSTEM	R&M METERS/NEW METERS
NATIONAL INDUSTR & SFTY	60 -5-62-65200	GLOVES	199.00	UTILITY	DISTRIBUTION SYSTEM	OPERATING SUPPLIES
TALLMAN EQUIPMENT CO	60 -5-62-65300	JAW GRIP/POST HOLE DIGGER/WIRE	620.03	UTILITY	DISTRIBUTION SYSTEM	SMALL TOOLS
SPRINGFIELD ELECTRIC	60 -5-63-51200	4TH STREET	307.71	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
FLETCHER-REINHARDT COMP	60 -5-63-51200	SWITCH	742.50	UTILITY	STREET LIGHTING	R&M/EQUIPMENT
KENDRICK PEST CONTROL I	60 -5-64-51100	HYDRO	15.00	UTILITY	HYDROELECTRIC PLANT	R&M/BUILDINGS
RAYNOR DOOR OF PEORIA,	60 -5-64-51100	HYDRO DOOR	3,000.00	UTILITY	HYDROELECTRIC PLANT	R&M/BUILDINGS
RAYNOR DOOR OF PEORIA,	60 -5-64-51100	HYDRO DOOR LABOR	424.00	UTILITY	HYDROELECTRIC PLANT	R&M/BUILDINGS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
MACHINERY MAINTENANCE I	60 -5-64-51200	LABOR FOR COUPLING	740.00	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
FLETCHER-REINHARDT COMP	60 -5-64-51200	HYDRO-CABLE	28,082.90	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
CENTRAL MILLWRIGHT SERV	60 -5-64-51200	HYDRO GEN MNTNCE	224.10	UTILITY	HYDROELECTRIC PLANT	R&M/EQUIPMENT
WASTE MANAGEMENT CORP S	60 -5-64-52100	DUMPSTER SVC	73.16	UTILITY	HYDROELECTRIC PLANT	R&M/TRASH RACK
PEERLESS NETWORK	60 -5-64-56100	1128971 952 N 27TH	206.54	UTILITY	HYDROELECTRIC PLANT	TELEPHONE
KENDRICK PEST CONTROL I	60 -5-72-51100	DISPOSAL PLANT	35.00	UTILITY	WTP/WWTP	R&M BUILDINGS
KENDRICK PEST CONTROL I	60 -5-72-51100	WPWTP	35.00	UTILITY	WTP/WWTP	R&M BUILDINGS
VJF CONTRACTING CORPORA	60 -5-72-51100	WWTP SWITCHES/LIGHTS	4,725.00	UTILITY	WTP/WWTP	R&M BUILDINGS
SMITH ECOLOGICAL SYSTEM	60 -5-72-51200	REPAIR PARTS	128.72	UTILITY	WTP/WWTP	R&M EQUIPMENT
TEST INC.	60 -5-72-52804	WATER & WWTP CONTRACT	23,681.61	UTILITY	WTP/WWTP	WS/WWTP SERVICE CONTRACT
TEST INC.	60 -5-72-53850	EAKAS PT ANALYSIS	824.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	UNYTITE PT ANALYSIS	539.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	DIAMOND TW PT ANALYSIS	715.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	PRETIUM PT ANALYSIS	560.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	PPG PT ANALYSIS	529.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	MAZE NAILS PT ANALYSIS	393.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	JAS HARDIE PT ANALYSIS	603.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	JAS HARDIE PT ANALYSIS	603.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
TEST INC.	60 -5-72-53850	MAZE NAILS PT ANALYSIS	27.00	UTILITY	WTP/WWTP	ANALYSIS PRETREATMENT
PEERLESS NETWORK	60 -5-72-56100	1128970 2901 PEORIA ST	143.13	UTILITY	WTP/WWTP	TELEPHONE
MIDWEST SALT	60 -5-72-61300	SALT	3,661.50	UTILITY	WTP/WWTP	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,739.50	UTILITY	WTP/WWTP	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,642.00	UTILITY	WTP/WWTP	SALT
MIDWEST SALT	60 -5-72-61300	SALT	3,738.00	UTILITY	WTP/WWTP	SALT
HAWKINS, INC	60 -5-72-62000	AZONE/HWTG	1,753.95	UTILITY	WTP/WWTP	CHEMICALS FOR TREATMENT
HAWKINS, INC	60 -5-72-62000	AZONE	1,485.50	UTILITY	WTP/WWTP	CHEMICALS FOR TREATMENT
REPUBLIC SERVICES #792	60 -5-72-65010	WWTP WASTE CONTAINER	3,627.63	UTILITY	WTP/WWTP	SLUDGE REMOVAL
UTILITY EQUIPMENT CO	60 -5-72-65200	STOCK	781.24	UTILITY	WTP/WWTP	OPERATING SUPPLIES
USA BLUEBOOK	60 -5-72-65200	PIPE GUIDE	39.66	UTILITY	WTP/WWTP	OPERATING SUPPLIES
FERGUSON WATERWORKS	60 -5-72-65200	PVC	1,248.63	UTILITY	WTP/WWTP	OPERATING SUPPLIES
FERGUSON WATERWORKS	60 -5-72-65200	PVC	34.74	UTILITY	WTP/WWTP	OPERATING SUPPLIES
FERGUSON WATERWORKS	60 -5-72-65200	WWTP SUPPLIES	55.53	UTILITY	WTP/WWTP	OPERATING SUPPLIES
AMEREN ILLINOIS	60 -5-72-66720	09973-76815 RT 6 WEST	1,945.28	UTILITY	WTP/WWTP	UTILITIES
AMEREN ILLINOIS	60 -5-72-66720	16520-07000 900 BRUNNER	91.13	UTILITY	WTP/WWTP	UTILITIES
AMEREN ILLINOIS	60 -5-72-66720	60154-25937 901 BRUNNER	812.31	UTILITY	WTP/WWTP	UTILITIES
UTILITY EQUIPMENT CO	60 -5-73-52000	AMBULANCE BLD SWR REPR	546.26	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	STOCK	5,654.05	UTILITY	WATER DISTRIBUTION	R&M SEWERS
UTILITY EQUIPMENT CO	60 -5-73-52000	SYCAMORE ST SEWER	1,087.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS

VENDOR	ACCOUNT	DETAIL	AMOUNT	FUND	DEPARTMENT	ACCOUNT DESCRIPTION
JOHN'S SERVICE & SALES	60 -5-73-52000	TAP FOR SWR-CARUS	450.00	UTILITY	WATER DISTRIBUTION	R&M SEWERS
FICEK ELECTRIC & COMMUN	60 -5-73-52940	CF LIFT STATION	1,577.19	UTILITY	WATER DISTRIBUTION	R&M LIFT STATIONS
FERGUSON WATERWORKS	60 -5-73-52960	RETURN METERS	(6,504.05)	UTILITY	WATER DISTRIBUTION	R&M METERS
FERGUSON WATERWORKS	60 -5-73-52960	METERS	6,539.60	UTILITY	WATER DISTRIBUTION	R&M METERS
PEERLESS NETWORK	60 -5-73-56100	1128982 1352 E ROCK ST	406.13	UTILITY	WATER DISTRIBUTION	TELEPHONE/INTERNET/CABLE
PEERLESS NETWORK	60 -5-73-56100	1128984 700 30TH ST	70.48	UTILITY	WATER DISTRIBUTION	TELEPHONE/INTERNET/CABLE
MENARDS	60 -5-73-65200	W206 SUPPLIES	22.48	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
FERGUSON WATERWORKS	60 -5-73-65200	COUPLINGS	196.98	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
JOHN DEERE FINANCIAL	60 -5-73-65200	SUPPLIES	106.93	UTILITY	WATER DISTRIBUTION	OPERATING SUPPLIES
AIRGAS USA, LLC-NORTH D	60 -5-73-65210	SAFETY GLASSES	94.20	UTILITY	WATER DISTRIBUTION	SAFETY SUPPLIES
AMEREN ILLINOIS	60 -5-73-66720	78187-01938 2909 PEORIA ST	604.19	UTILITY	WATER DISTRIBUTION	UTILITIES
AMEREN ILLINOIS	60 -5-73-66720	86200-06895 BRUNNER ST	274.68	UTILITY	WATER DISTRIBUTION	UTILITIES
KING TIRE	60 -5-75-51300	W202 TIRE REPAIR	20.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
JACK'S GAS & SERV INC	60 -5-75-51300	TRUCK INSPECTIONS	150.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
JACK'S GAS & SERV INC	60 -5-75-51300	TRUCK INSPECTIONS	350.00	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
SCHIMMER INC	60 -5-75-51300	W207 MNTNCE	75.97	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
TEREX CORPORATION	60 -5-75-51300	E301 PARTS	139.46	UTILITY	TRUCKS & VEHICLES	R&M/VEHICLES
D CONSTRUCTION	60 -5-77-88408	AREA 5 PH2 SS-PAY7	368,336.85	UTILITY	PLANT & EQUIPMENT	NEW WM (RT 6) 4TH ST
VIPOWER SERVICES	60 -5-77-88850	CDVR UPGRADE	81,404.00	UTILITY	PLANT & EQUIPMENT	SYSTEM UPGRADES
MPOWER TECHNOLOGIES, IN	60 -5-77-88850	SYSTEM UPGRADES	5,411.96	UTILITY	PLANT & EQUIPMENT	SYSTEM UPGRADES
SIEMENS INDUSTRY, INC	60 -5-77-89830	WATER STREET SUBSTATION	53,119.20	UTILITY	PLANT & EQUIPMENT	SUBSTATION
PACE ANALYTICAL SERVICE	80 -5-90-53850	LF2 WATER SAMPLE	645.90	LANDFILL	OPERATING EXPENSES	ANALYSIS OF SAMPLES
PACE ANALYTICAL SERVICE	80 -5-90-53850	2025 Q1 RIVER WATER	505.48	LANDFILL	OPERATING EXPENSES	ANALYSIS OF SAMPLES
PACE ANALYTICAL SERVICE	80 -5-90-53850	LF2 TEST 2024 Q4	7,614.76	LANDFILL	OPERATING EXPENSES	ANALYSIS OF SAMPLES
ADVANCED SANITATION	80 -5-90-59900	LF-PRTBLE TOILET RNTL FEB	172.00	LANDFILL	OPERATING EXPENSES	CONTRACTUAL SERVICE
IL PUBLIC AIRPORTS ASSO	85 -5-90-55300	IPAA MEMBERSHIP 2025	200.00	AIRPORT	OPERATING EXPENSES	PROFESSIONAL DUES
IV NET	85 -5-90-56100	MAR25 PORT CHARGES	50.00	AIRPORT	OPERATING EXPENSES	TELEPHONE
PEERLESS NETWORK	85 -5-90-56100	1128973-4251 ED URBAN DR	383.04	AIRPORT	OPERATING EXPENSES	TELEPHONE
AMEREN ILLINOIS	85 -5-90-57100	13710-62063 4260 ED URB	1,449.83	AIRPORT	OPERATING EXPENSES	UTILITIES
AMEREN ILLINOIS	85 -5-90-57100	61228-53139 PLNK RD	1,167.01	AIRPORT	OPERATING EXPENSES	UTILITIES
HARTAUER INSURANCE AGEN	85 -5-90-59100	STORAGE TANK BOND	400.00	AIRPORT	OPERATING EXPENSES	GENERAL INSURANCE
ADVANCED SANITATION	85 -5-90-59900	PRTBL TOILET RENTLS JAN-FEB	364.00	AIRPORT	OPERATING EXPENSES	CONTRACTUAL SERVICE
<b>Total Accts Payable Disbursements</b>			<b>\$ 2,223,050.20</b>			

# City of Peru Payroll Totals

<b>GENERAL FUND</b>	<b>Payroll</b>
10 ELECTED OFFICIALS	7,337.01
12 CLERK'S OFFICE	2,606.42
14 ENGINEER	17,798.21
15 ADMINISTRATIVE	902.08
16 POLICE	124,849.96
17 FIRE	30,353.28
19 STREET	28,184.71
22 BUILDING & GROUNDS	0.00
23 PARKS	10,287.53
24 CEMETERY	3,095.88
25 CITY GARAGE	6,684.18
26 FINANCE	9,748.56
27 IT	10,354.07
28 CORP COUNSEL	7,038.12
29 HUMAN RESOURCES	7,164.81
10 TOTAL GENERAL FUND	<u><b>\$ 266,404.82</b></u>
<b>UTILITY FUND</b>	
12 CLERK'S OFFICE	6,563.19
15 ADMINISTRATIVE	2,933.52
61 POWER & GENERATION	11,724.19
62 DISTRIBUTION SYSTEM	49,046.72
73 WATER DISTRIBUTION	31,498.52
60 TOTAL UTILITY FUND	<u><b>\$ 101,766.14</b></u>
<b>TOTAL ALL PAYROLL EXPENSE</b>	<u><b>\$ 368,170.96</b></u>



Post Office Box 299  
Peru, Illinois 61354

**March 20, 2025**

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

RE: Petition of Ryan Chambers  
1615 6<sup>th</sup> Street, Peru, IL (PIN: 17-17-414-008)

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, March 19, 2025, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Ryan Chambers (“Petitioner”) concerning property commonly known as 1615 6<sup>th</sup> Street in the City of Peru, Illinois, legally described as follows:

Lot Eight (8) in Block One Hundred Sixty-eight (168) in Brewster’s Addition to Ninewa, in the City of Peru, excepting coal and mining rights as heretofore conveyed, situated in the City of Peru, County of La Salle, in the State of Illinois.

PIN: 17-17-414-008 (“Property”)

Petitioner desires to demolish an existing garage upon the Property and construct a new 28’x 38’ garage/home addition and seeks the following relief, to wit:

- (1) A variance to reduce the front yard setback for an interior lot from not less than 25’, as provided in Section 10.04(h)(1) of the City’s Zoning Ordinance, to not less than 0’; and
- (2) For such other and further relief deemed necessary or appropriate.

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

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

Petitioner, Ryan Chambers, and Tom Witczak appeared and were duly sworn. Mr. Chambers testified that he desires to demolish his old garage and construct a new one. Due to space limitations with his house being set back so far on the lot, he wants to construct a new garage in front of his house. The new addition will also provide some much-needed additional living area.

City Corporation Counsel, Scott Schweickert, noted to the PZ Commission that the aerial of the Property shows the location of the existing house and proposed addition, which would extend into the front yard no further than the well-established building lines of the surrounding area. It was also noted that 6<sup>th</sup> Street has an 80' wide right-of-way.

Chairman Miller noted that the proposed garage would be offset from the existing, crumbled driveway. In response to questioning from Chairman Miller, Mr. Chambers stated he would be taking the trusses off the front of the house and extending the roof line. Mr. Witzak said the driveway to the new garage will require a curb cut.

In response to further questioning from Chairman Miller, Petitioner stated that he would start with an aggregate driveway initially. Attorney Schweickert confirmed that the City's ordinances require driveways to be paved with hard surface. In response to further questioning from Chairman Miller and Member Lucas, Petitioner stated he would be paving only the drive leading to the new garage and demolishing the old garage and driveway. Mr. Witzak said the west line of the new garage will align with the existing house, about 16' from the west Property line.

In response to questioning from Chairman Miller, Mr. Witzak testified that the existing porch will be removed along with the old garage and will be rebuilt as part of the addition.

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 recommends that the City Council grant the relief as prayed for in the Petition.

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

Respectfully submitted,

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CARY MILLER, Chairman of the  
Planning/Zoning Commission

**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE GRANTING A VARIANCE AS SOUGHT BY THE  
PETITION OF RYAN CHAMBERS CONCERNING PROPERTY  
LOCATED AT 1615 6<sup>th</sup> STREET IN THE CITY OF PERU.**

**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 March 19, 2025, to consider the Petition of Ryan Chambers (“Petitioner”) concerning property located at 1615 6<sup>th</sup> Street in the City of Peru, Illinois, legally described as follows:

Lot Eight (8) in Block One Hundred Sixty-eight (168) in Brewster’s Addition to Ninewa, in the City of Peru, excepting coal and mining rights as heretofore conveyed, situated in the City of Peru, County of La Salle, in the State of Illinois.

PIN: 17-17-414-008 (“Subject Property”); and

**WHEREAS**, Petitioner desires to demolish an existing detached garage located upon the Subject Property and construct a new 28’ x 38’ garage/home addition and seeks a variance to reduce the front yard setback for an interior lot from not less than 25’, as provided in Section 10.04(h)(1) of the City’s Zoning Ordinance, to not less than 0’; and

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

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

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

**SECTION 2:** The Subject Property is hereby granted a variance to reduce the front yard setback for an interior lot from not less than 25’, as provided in Section 10.04(h)(1) of the City’s Zoning Ordinance, to not less than 0’, for the purpose of constructing a garage and home addition in accordance with plans on file with the City.

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

**SECTION 3:** 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 24<sup>th</sup> day of March, 2025.

**APPROVED:** March 24, 2025

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Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

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David R. Bartley  
City Clerk

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



Post Office Box 299  
Peru, Illinois 61354

**March 20, 2025**

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

RE: Petition of Peru GKD Partners, LLC  
3940 IL Route 251, Peru, IL (Part of PIN# 17-05-410-015)

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, March 19, 2025, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, to consider the Petition of Peru GKD Partners, LLC (“Petitioner”) concerning a portion of property generally located at 3940 IL Route 251 in the City of Peru, Illinois, commonly known as the “Peru Mall,” legally described as follows:

Part of lot 3 in the Re-Subdivision of Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 in the Peru Mall Subdivision in the City of Peru, Illinois described as follows:

Commencing at the Northeast Corner of said Lot 3; thence South 00 degrees 40 minutes 31 seconds East 57.88 feet on the Westerly Right-of-Way Line of Illinois Roue 251 to the Point of Beginning; thence continuing South 00 degrees 40 minutes 31 seconds East 163.85 feet on said Right-of-Way Line; thence South 89 degrees 19 minutes 29 seconds West 205.58 feet; thence North 00 degrees 40 minutes 31 seconds West 163.85 feet; thence North 89 degrees 19 minutes 29 seconds East 205.58 feet to the Point of Beginning containing 0.773 acres, more or less.

PIN# 17-05-410-015 (pt) (hereinafter, “Outlot A”)

Petitioner seeks to create a new 0.773± acre lot to be known as “Outlot A” located upon the Northeast portion of the Peru Mall site to sell for development as a single tenant retail or restaurant use occupying not more than 2,500 sq. ft., and seeks the following relief, to wit:

- (1) Approval of the Preliminary Plat of Peru Mall Outlot 1<sup>st</sup> Subdivision to the City of Peru, Illinois (Exhibit A);

- (2) Approval of the Final Plat of Peru Mall Outlot 1<sup>st</sup> Subdivision to the City of Peru, Illinois (Exhibit B); and
- (3) For such other and further relief deemed necessary or appropriate.

The Property is zoned B-2, Community Shopping District.

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

Due to severe weather, Evan Shtulman, Vice President of Leasing at GK Real Estate, appeared on behalf of Petitioner remotely via Teams and was sworn. James Armstrong from Chamlin & Associates also appeared on behalf of Petitioner in person and was duly sworn.

Mr. Shtulman testified that Petitioner is looking to create a new outlot with the goal of marketing it for sale to a potential developer. They are under contract and working with one potential developer that is not sure they will be moving forward and closing on the purchase.

City Corporation Counsel, Scott Schweickert, noted that the City's Director of Engineering and Zoning was unable to attend the hearing, but had provided the Planning/Zoning Commission with a recommendation letter. Engineer Carl's letter, a copy of which is attached hereto as Exhibit C, was received and read into the record. In his letter, Engineer Carls notes the proposed Outlot A will have negative impacts on existing site elements, including storm water detention, utilities, easements, traffic patterns, site lighting, and adjacent parking areas. Due to the lack of support documents being submitted by Petitioner to address these items, Carls recommended the Petitioner's requested relief be denied.

Mr. Shtulman stated that the developer under contract is looking to construct a new Starbucks on Outlot A. He said he had discussed the site with Engineer Carls back in October and Carls had mentioned these items needed to be addressed with the proposed development plan. Shtulman said that is where the confusion is. They currently are not looking for approval of a development on the lot at this stage, only to separate and create the outlot so that it can be brought to market and sold to a future developer. That future developer would be the one submitting on-site and off-site requirements to the City with their plans in connection with a permit application. The unknown is what is going to go there, the type of building, how it is situated, etc. Mr. Shtulman said the Petitioner is not going to be doing any of that work and does not have any of those items requested by Engineer Carls.

Testifying further, Mr. Shtulman said Petitioner owns shopping centers across the country. When they aren't acting as the developer, as is the case here, the only way for them to market something and make it available for sale is to have plat creating a lot with a separate tax ID so it can be sold. While he understands that the City needs to review things like drainage, traffic, and landscaping before approving a development plan, those things need to be addressed by the future developer. He said this is similar to how it is done with every other shopping center they have. Mr. Shtulman said he was advised that the City's fire chief did not have an objection breaking the outer ring road, and said Petitioner has received inconsistent direction from the City between October and now. If the proposed plat is not approved, Petitioner would not be able to move forward with the sale of Outlot A and there would be no development occurring at the mall.

Attorney Schweickert noted the City has multiple concerns with the creation of Outlot A, as addressed in Engineer Carls' letter. The intersection at 38<sup>th</sup> Street and Venture Drive just north of Outlot A already presents challenges. A large portion of Outlot A, as shown on the proposed plat, is laid out over an existing utility and drainage easement. Within the easement is a significant portion of a stormwater drainage and detention facility serving the greater Peru Mall site. Outlot A is also situated upon the outer ring road that serves the Peru Mall development. Given the limited buildable area, any development upon Outlot A would require significant modifications to the existing stormwater detention, drainage and traffic management for the Peru Mall, much of which would need to be completed outside of the boundaries of Outlot A. The question the City has is who will be responsible for doing that work outside Outlot A.

Attorney Schweickert asked if the contract with the prospective buyer is contingent upon approval of a site plan. Mr. Shtulman replied no, the contract buyer is not purchasing the land with the understanding that it's pre-approved for development by the City. They are buying the land as it exists today, vacant with no modifications, and it is the buyer's responsibility to submit and receive approval of a site plan addressing the City's concerns, and to make all necessary on-site and off-site improvements.

Mr. Armstrong stated that the current prospective buyer is looking at developing a Starbucks on Outlot A, but it is not final. Some other buyer could purchase Outlot A and develop something entirely different. Mr. Armstrong noted that Engineer Carls' letter said the site should be "shovel ready" and asked whether the P/Z Commission would consider feasibility engineering. In other words, looking at if there is any possible reconfiguration of the site that would allow for the reconfiguration of the ring road on-site, provide the same stormwater capacity, etc. He asked whether Petitioner could receive conditional approval subject to Engineer Carls review and assessment.

Chairman Miller asked if these items were previously discussed with Engineer Carls, stating he didn't understand the confusion between Engineer Carls' understanding and what was being presented. Mr. Armstrong responded that, back in October, it was his understanding Outlot A would be for a Starbucks, but it sounds less certain now.

Mr. Shtulman testified there are two items at issue. The first is the approval of the plat and the second is the development. The current contract buyer desires to develop a Starbucks. This prospective buyer submitted preliminary plans to Engineer Carls for review and comment to see what would need to be done to the site. Mr. Shtulman believes that Engineer Carls combined those items together – that approval of the plat would also suggest approval of the development plan. Shtulman said that is not the case. Petitioner does not know if the contract buyer will close on Outlot A or what they will ultimately build there. Petitioner's intent is to receive approval of the plat to separate Outlot A. There is a possibility that the buyer under contract would then move forward with its development plans after addressing the items identified by Engineer Carls. If the buyer does not close on the transaction, then Petitioner would put Outlot A on the market. Shtulman said they have other prospective buyers that would build something entirely different. If Petitioner were to enter a contract with those other buyers, then would submit the items requested and seek approval of development plans from the City.

Mr. Armstrong asked Mr. Shtulman if there would be contingencies in the sale that address the responsibility of making off-site improvements. In response, Mr. Shtulman said on Monday he provided Engineer Carls with draft easements, covenants and restrictions which outline utility easements, access easements, and other items necessary for a buyer to develop upon Outlot A and incorporate into the existing site. All of that will be documented, but until Petitioner knows who will

buy Outlot A and what they are going to build, it is impossible for them to provide information they don't have.

Attorney Schweickert noted back in 2020, the City had conditionally approved the Preliminary Plat for the Crossroads at Peru, which was Petitioner's comprehensive redevelopment of the Peru Mall at the time. The preliminary plat did show "Lot H", which was very similar to Outlot A, but was larger and shared a common lot line with the property now occupied by Everest Custard and Bubble Tea to the north. Schweickert said he does not necessarily have any objection to conditionally approving the Plat for Peru Mall Outlot 1<sup>st</sup> Subdivision now proposed by Petitioner provided that the Ordinance explicitly states any development still needs to address the concerns identified by Engineer Carls. Schweickert said it's a "buyer beware" situation. Mr. Shtulman said that is completely reasonable, adding that Petitioner relays to every buyer that they need to go through the City's process of what is required for the development, on-site and off-site, and address all those items.

Chairman Miller commented it seemed like a fairly simple explanation, but felt uncomfortable as to why everything could not have been clarified in advance. Member Grabowski said it was too ambiguous for him.

Chairman Miller, Member Lucas, Member Jones, Attorney Schweickert discussed what conditions could be imposed in a conditional approval. Schweickert noted the legitimate concerns of Engineer Carls and said he could not speak for him and did not participate in the conversations he had with Petitioner and Chamlin & Associates. Attorney Schweickert said there are serious concerns about the functionality of a development on Outlot A with respect to the existing utilities, drainage, road and traffic conditions, as well as uncertainty as to who will be completing the off-site improvements to make everything work.

Chairman Miller said Mr. Shtulman needed to set up another meeting with Engineer Carls to explain everything as he did tonight and address these issues because, at this point, he cannot make a recommendation in good conscience until there is more clarity. Mr. Shtulman responded that he has had multiple conversations but thinks there is a disconnect.

Mr. Shtulman testified further that Petitioner is not asking for anything to be modified, changed or developed at this time. Petitioner just wants to separate the parcel to market for sale. Mr. Shtulman said the recommendation that approval be contingent on a developer addressing all items of concern in their development plans make sense. If not, he does not believe there would be any possibility for future development here. Shtulman noted Petitioner did something similar at their mall in Battle Creek, Michigan. They created three outlot parcels from the parking area. Olive Garden is building on one, and a developer was building a Jimmy Johns on another. There was no site development plans, nor was the ring road relocation addressed. The Jimmy Johns developer is going to be submitting those plans for the ring road to the City of Battle Creek for approval.

In response to questioning from Attorney Schweickert, Mr. Shtulman confirmed the intent would be to record the plat. Petitioner would have no objection to recording the plat along with the City's ordinance approving it and setting forth the conditions and items needing to be addressed. Mr. Shtulman said that makes sense and agreed anyone who develops the site will need to address all those items. Chairman Miller agreed, but expressed frustration why these things could not have been worked out in advance.

Attorney Schweickert noted that the large Peru Mall sign was struck by a vehicle back in December of 2024 and remains unrepaired in violation of City codes. In response to Attorney Schweickert about the status of making repairs, Mr. Shtulman said he was not aware since it wasn't his area but agreed to follow up after addressing that with Petitioner's general manager and property operations.

Chairman Miller called for public comment.

Alderman Tom Payton said he is in support of Engineer Carls recommendation. Based on the City's past dealings with the mall ownership, he wants to make sure all the i's are dotted and t's crossed and that the Engineering and Zoning Department is comfortable with Petitioner's plan. It was Alderman Payton's recommendation to Petitioner that they have another call with Engineer Carls to work out all the details and contingencies, then bring it back.

In response to questioning from Attorney Schweickert, Mr. Shtulman stated he believes there are about 23 days left for due diligence under the purchase contract. If they are unable to get a plat approved to separate the parcel, both parties have the right to terminate the contract. Plat approval is the last due diligence item left between the parties.

In response to questioning from Chairman Miller, Mr. Shtulman confirmed this would be for a new freestanding Starbucks location and not a relocation of the one located in the multi-tenant building north of I-80.

Chairman Miller moved, and Member Jones seconded, to continue the hearing to the following Wednesday, March 26<sup>th</sup>, at 5:00 pm. The motion passed unanimously: 5 aye, 0 nay, and 2 Members absent.

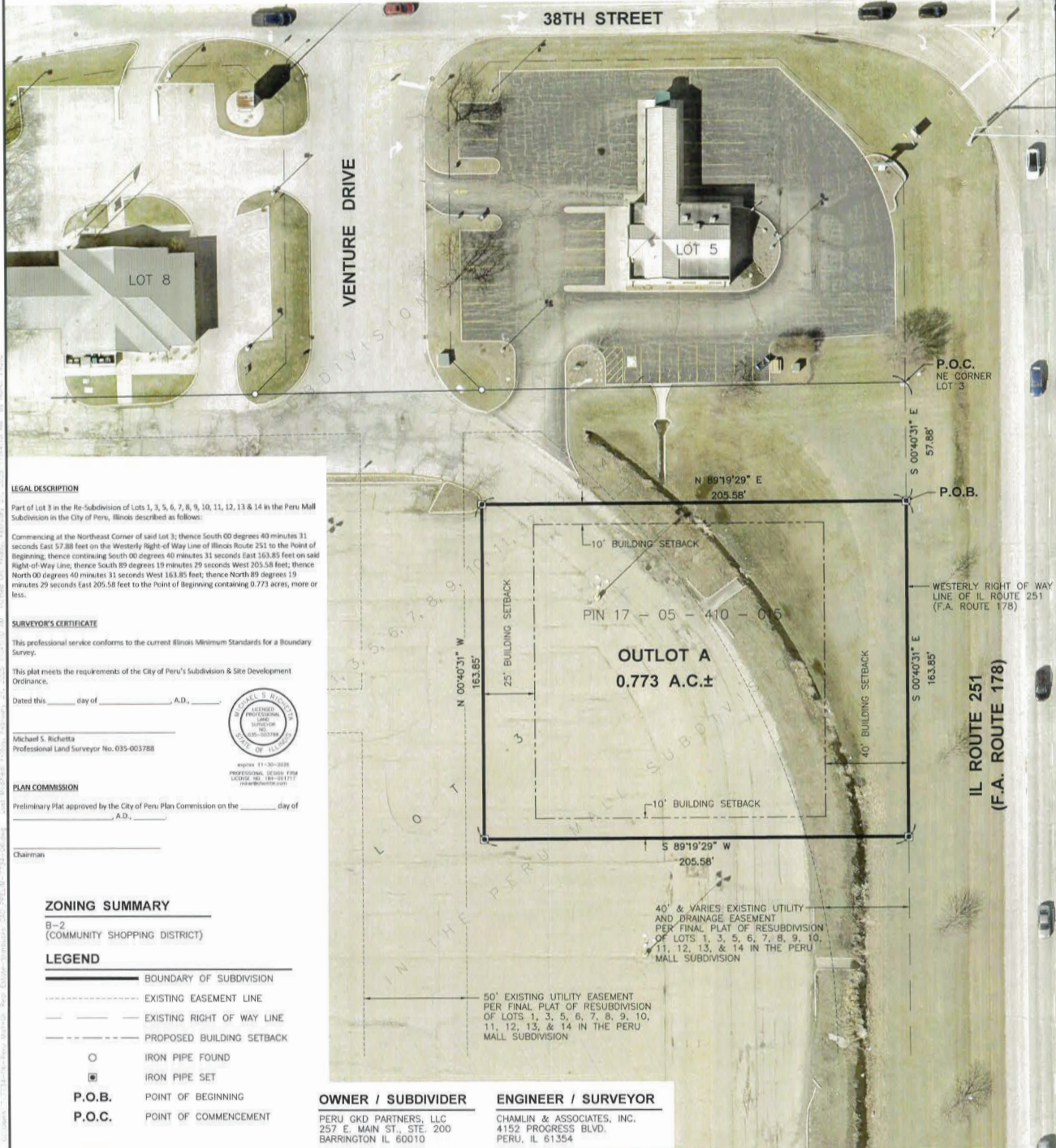
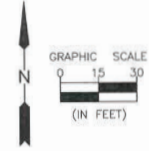
Respectfully submitted,

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CARY MILLER, Chairman of the  
Planning/Zoning Commission

**PRELIMINARY PLAT  
OF  
PERU MALL OUTLOT 1ST SUBDIVISION  
CITY OF PERU, ILLINOIS  
FEBRUARY, 2025**

**EXHIBIT A**



**LEGAL DESCRIPTION**

Part of Lot 3 in the Re-Subdivision of Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 in the Peru Mall Subdivision in the City of Peru, Illinois described as follows:

Commencing at the Northeast Corner of said Lot 3, thence South 00 degrees 40 minutes 31 seconds East 57.88 feet on the Westerly Right-of-Way Line of Illinois Route 251 to the Point of Beginning, thence continuing South 00 degrees 40 minutes 31 seconds East 163.85 feet on said Right-of-Way Line, thence South 89 degrees 19 minutes 29 seconds West 205.58 feet; thence North 00 degrees 40 minutes 31 seconds West 163.85 feet; thence North 29 degrees 19 minutes 29 seconds East 205.58 feet to the Point of Beginning containing 0.773 acres, more or less.

**SURVEYOR'S CERTIFICATE**

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

This plat meets the requirements of the City of Peru's Subdivision & Site Development Ordinance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

Michael S. Richetta  
Professional Land Surveyor No. 035-003788



**PLAN COMMISSION**

Preliminary Plat approved by the City of Peru Plan Commission on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

Chairman \_\_\_\_\_

**ZONING SUMMARY**

B-2  
(COMMUNITY SHOPPING DISTRICT)

**LEGEND**

- BOUNDARY OF SUBDIVISION
- - - - EXISTING EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- - - - PROPOSED BUILDING SETBACK
- IRON PIPE FOUND
- IRON PIPE SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

**OWNER / SUBDIVIDER**

PERU GKD PARTNERS, LLC  
257 E. MAIN ST., STE. 200  
BARRINGTON IL 60010

**ENGINEER / SURVEYOR**

CHAMLIN & ASSOCIATES, INC.  
4152 PROGRESS BLVD.  
PERU, IL 61354



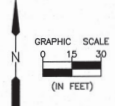
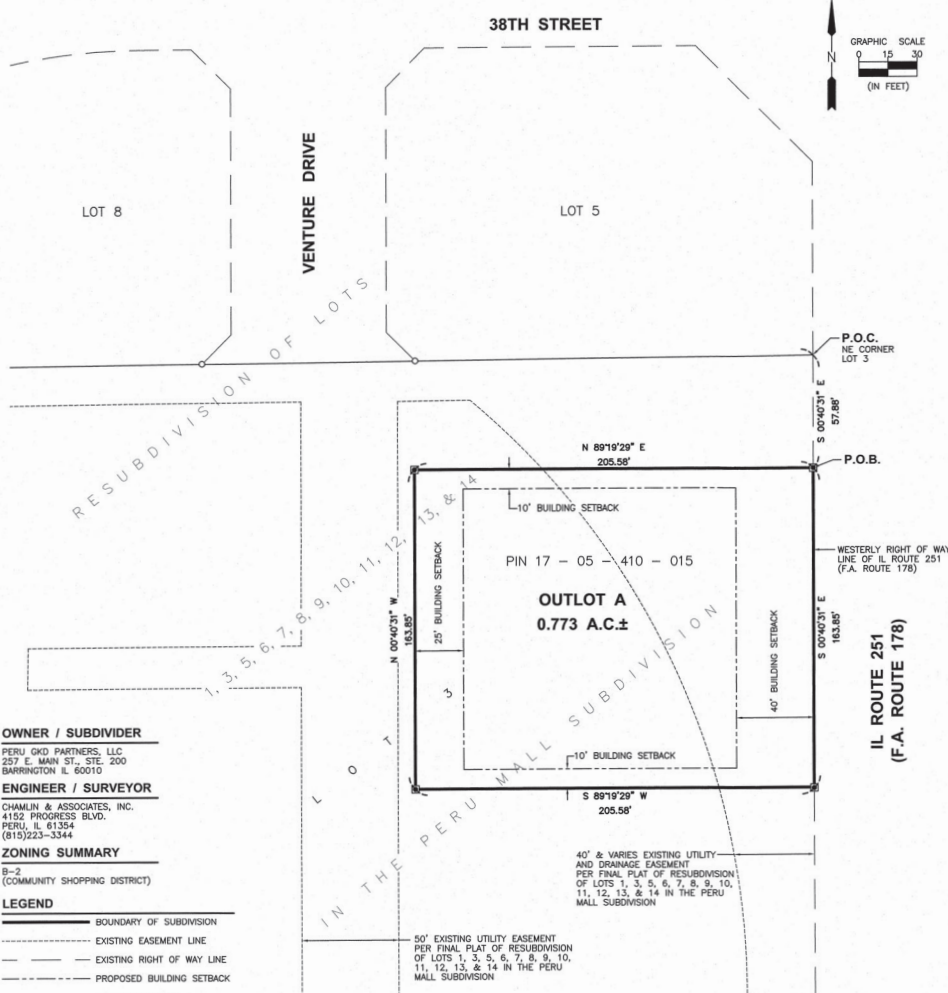
PERU MORRIS  
OTTAWA MORTON  
ILLINOIS

DRAWN BY: NV	REVISIONS			
CHECKED BY: MSR	LEVEL	BY	DATE	DESCRIPTION
DATE: 02/2025				

CURRENT AS OF: 02/21/2025	
SCALE: AS NOTED	SHEET 1
FILE NO.: 7734.06 Y-1	OF 2

**FINAL PLAT  
OF  
PERU MALL OUTLOT 1ST SUBDIVISION  
CITY OF PERU, ILLINOIS  
FEBRUARY, 2025**

**EXHIBIT B**



**OWNER / SUBDIVIDER**  
PERU QKD PARTNERS, LLC  
257 E. MAIN ST., STE. 200  
BARRINGTON IL 60010

**ENGINEER / SURVEYOR**  
CHAMLIN & ASSOCIATES, INC.  
4152 PROGRESS BLVD.  
PERU, IL 61354  
(815)223-3344

**ZONING SUMMARY**  
B-2  
(COMMUNITY SHOPPING DISTRICT)

**LEGEND**

- BOUNDARY OF SUBDIVISION
- - - EXISTING EASEMENT LINE
- - - EXISTING RIGHT OF WAY LINE
- - - PROPOSED BUILDING SETBACK
- IRON PIPE FOUND
- IRON PIPE SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

40' & VARIES EXISTING UTILITY AND DRAINAGE EASEMENT PER FINAL PLAT OF RESUBDIVISION OF LOTS 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, & 14 IN THE PERU MALL SUBDIVISION

50' EXISTING UTILITY EASEMENT PER FINAL PLAT OF RESUBDIVISION OF LOTS 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, & 14 IN THE PERU MALL SUBDIVISION

CHAMLIN & ASSOCIATES, INC. © 2025  
Drawing Number: C:\Users\msr\OneDrive\Documents\PERU MALL\7734-06.dwg  
User: msr Date: 02/20/25 Time: 1:13:37 PM Plotted On: Thursday, February 20, 2025 3:20:11 PM by: Isaac Wilson

**CAE**  
Chamlin & Associates  
PERU MORRIS  
OTTAWA MORTON  
ILLINOIS

DRAWN BY: IW	REVISIONS		
	LEVEL	BY	DESCRIPTION
CHECKED BY: MSR			
DATE: 02/2025			

CURRENT AS OF: 02/20/2025	
SCALE: AS NOTED	SHEET 1
FILE NO.: 7734.06 Y-1	OF 2





# City of Peru

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



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**EXHIBIT C**



March 18<sup>th</sup>, 2025

City of Peru  
Planning and Zoning Commission  
1901 4<sup>th</sup> St.  
Peru, IL 61354

**SUBJECT: Peru GKD Partners, LLC  
3940 IL Rte. 251 (PIN# 17-05-410-015)  
Planning & Zoning Hearing March 19<sup>th</sup>, 2025**

Dear Commission Member,

I have reviewed the application and provided responses to the requests of Peru GKD Partners, LLC for property located at 3940 IL Rte. 251, Peru, IL. The subject property is existing Peru Mall development; the petitioner desires to re-subdivide the parcel to create an Outlot, approximately 0.773 acres in size.

I offer the following review comments to the Commission:

1. The City of Peru Engineering & Zoning Department requested the following support documents to complete a review of the proposed requested:
  - a. The location of all existing and proposed easements, including private and public utilities, be shown on the plat.
  - b. The proposed re-location of existing easements or new proposed easements be shown on the plat.
  - c. The relocation plans for the external ring road be submitted for review.
  - d. The relocation of the existing storm water detention facility be addressed, and plans, calculations, and reports be submitted for review.
  - e. A traffic study and geometric plan addressing potential impacts to the adjacent parcel (4141 Venture Drive) and the intersection at Venture Drive and 38<sup>th</sup> Street are submitted for review.
  - f. The reconfiguration plans for the Peru Mall parking lot, which is impacted by the creating of the Outlot, be submitted for review.
  - g. The site lighting plans for relocation of existing parking lot lighting, be submitted for review.
  - h. The plan depicting how the Outlot will be delineated from the remainder of the Peru Mall parcel be submitted for review. The plan shall depict at a minimum clear separation of the lots by landscape islands or green spaces.

The items listed in #1 above **have not** been submitted to the city as of the date of this letter. It is the opinion of the Engineering & Zoning Department that the creation of this Outlot will have negative impacts on the existing site elements, including but not limited to storm water detention, utilities, easements, traffic patterns, site lighting, and adjacent parking areas.

It is also the opinion of the Engineering & Zoning Department that these items should be addressed by the petitioner prior to the allowance of the re-subdivision. There are several items that have clear impacts on the existing development elements, which will otherwise fall outside of the Outlot development limits. It is expected that these items will be addressed by the current owner and not a future developer. The creation of the Outlot should be a “shovel ready” lot in accordance with city standards.

In previous conversations with the Petitioner, it was clear to the city they do not intend to make any necessary offsite improvements outside of the Outlot limits, and do not plan to address these concerns outlined above. The Petitioner explained during these discussions it's their belief these responsibilities will lie with the end user of the Outlot.

Due to the lack of plan documents to address the concerns of the Engineering & Zoning Department, I am recommending the request be denied.

#### **Peru GKD Partners, LLC Requests**

- (A) Approval of the Preliminary Plat of Peru Mall Outlot 1<sup>st</sup> Subdivision to the City of Peru, Illinois;
  - *Recommend the request be denied.*
  
- (B) Approval of the Final Plat of Peru Mall Outlot 1<sup>st</sup> Subdivision to the City of Peru, Illinois; and
  - *Recommend the request be denied.*
  
- (C) For such other and further relief deemed necessary or appropriate.
  - *Recommend the request be denied.*

If there are any questions or concerns, please do not hesitate to contact me.

Sincerely,



Eric Carls, P.E.  
Director of Engineering

cc: Mayor & Council  
City Attorney – Scott Schweickert  
Plan Commission Members

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PERU AUTHORIZING  
THE EXECUTION OF A NEW POWER SALES CONTRACT  
AND A NEW CAPACITY PURCHASE AGREEMENT WITH  
THE ILLINOIS MUNICIPAL ELECTRIC AGENCY FOR THE  
DELIVERY PERIOD COMMENCING OCTOBER 1, 2035**

**WHEREAS**, the Illinois Municipal Electric Agency (“IMEA” or the “Agency”) is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois organized under the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 et seq. (the “Act”) as a municipal power agency, and it provides electric power and energy and related services to its member municipalities that own and operate their own municipal electric utility and electric distribution systems; and

**WHEREAS**, the Agency was created as a means to achieve economy, adequacy and reliability in the supply of electric power and energy by planning, financing, owning and operating facilities for the generation and transmission of electric power and energy and related facilities or other facilities necessary or convenient for the planning and operation of a system for the production and transmission of electric power and energy thus making it possible for its member municipalities to achieve economies and efficiencies not possible for municipalities acting alone; and

**WHEREAS**, the City of Peru is an Illinois home rule municipal corporation owning and operating a municipal electric utility and electric distribution system which furnishes retail electric service to the public in its service area, and the City is a member of the Agency; and

**WHEREAS**, the City Council of the City of Peru and the Board of Directors of the Agency have previously approved, and the City and the Agency have heretofore entered into a long-term Power Sales Contract, as amended, pursuant to which the Agency provides and the City purchases the full requirements of power and energy needed to meet the load obligations of the City’s municipal electric utility and electric distribution system; and

**WHEREAS**, the existing Power Sales Contract, as amended, is set to expire on September 30, 2035; and

**WHEREAS**, under the Power Sales Contract, as amended, the Agency has full responsibility for planning and obtaining an adequate supply of power and energy for the City and other Agency members; and

**WHEREAS**, the City Council of the City of Peru and the Board of Directors of the Agency have previously approved, and the City and the Agency have heretofore entered into a Capacity Purchase Agreement, as amended, pursuant to which the City has dedicated the behind the meter generating resources owned and operated by the City to the Agency's control and use; and

**WHEREAS**, the existing Capacity Purchase Agreement, as amended, is tied to and matches the term of the existing Power Sales Contract, as amended, through September 30, 2035; and

**WHEREAS**, in furtherance of its obligation under the Power Sales Contracts, the Agency plans for and takes all necessary steps to ensure a resource portfolio to meet the long- and short-term power and energy needs of the City and other members ("Participating Members"), including participation in and ownership of baseload generating resources, ownership of and Capacity Purchase Agreements with Participating Members that own behind the meter generating resources, entering into long and short term bilateral contracts with power suppliers for the purchase of capacity and energy from new and existing thermal, renewable and non-carbon generating resources, and participation in and purchases of capacity and energy from markets maintained by the Regional Transmission Organizations that control the regions where the Participating Members are located; and

**WHEREAS**, the electric industry in Illinois is undergoing a transition away from traditional thermal resources in favor of renewable and non-carbon generating resources; the Illinois General Assembly has passed new laws encouraging the development of renewable and non-carbon generating resources and restricting emissions from thermal resources; and traditional thermal generating resources have been retired or will be retiring due to age and emissions restrictions; and

**WHEREAS**, in light of this changing environment, the resource portfolio to meet the needs of the City and other Agency Participating Members will likely be primarily through contracting for capacity and energy from new renewable and non-carbon generating resources; developers of new renewable and non-carbon generating resources require long-term commitments for the purchaser of the output from these projects in order to finance and build such resources; typical

financing by developers is currently for 20 to 25 years; in the short-term if developers are willing to contract for the shorter period that the Agency has remaining on its existing Power Sales Contracts, the pricing will necessarily be higher to allow the developer to finance the project and be assured of collecting its development and operational costs over the shorter period; in the long-term, if the Agency waits to begin supplementing its resource portfolio, it is anticipated that the cost of construction of new projects will increase making even full 20 to 25 year power supply contracts more costly; and

**WHEREAS**, in order to plan for and ensure that resources are in place to continue to meet the long- and short-term power and energy needs of its Participating Members, including the City, and to continue providing reliable, affordable, and sustainable power now and in the future, the Agency needs to provide for the continued contractual relationships with the Participating Members beyond September 30, 2035; without a firm commitment from Participating Members beyond September 30, 2035, the Agency will not be able to continue to ensure that resources are in place at favorable prices; and

**WHEREAS**, the Agency must also provide for the continued availability of the existing and future behind the meter generating resources owned and operated by its Participating Members as part of its resource portfolio beyond September 30, 2035; and

**WHEREAS**, the Agency Staff, with the input of a working group consisting of members of its Board of Directors, has developed the form of a new Power Sales Contract and a new Capacity Purchase Agreement, commencing immediately upon the expiration of the existing agreements, the form of which are attached hereto and incorporated herein; and

**WHEREAS**, upon approval of this Ordinance by the City of Peru, the City and the Agency are agreeing to the continuation of the full requirements power supply relationship between the City and the Agency and to the form and terms and conditions of the new Power Sales Contract and new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035; and

**WHEREAS**, based upon the foregoing facts, the City by this Ordinance hereby finds and determines to accept and approve the new Power Sales Contract and the new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035.

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

**Section 1.** The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the City Council of the City of Peru and are incorporated into the body of this Ordinance as if set forth in full.

**Section 2.** The City Council of the City of Peru hereby accepts and approves the new Power Sales Contract with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Power Sales Contract with Illinois Municipal Electric Agency, as amended, in the form presented and agrees to be bound by the terms and conditions thereof. A copy of such new Power Sales Contract is attached hereto as Exhibit A and incorporated herein by reference.

**Section 3.** The City Council of the City of Peru hereby accepts and approves the new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Capacity Purchase Agreement with Illinois Municipal Electric Agency, as amended, in the form presented and agrees to be bound by the terms and conditions thereof. A copy of such new Capacity Purchase Agreement is attached hereto as Exhibit B and incorporated herein by reference.

**Section 4.** By this Ordinance, the Mayor of the City of Peru is hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and seal a new Power Sales Contract, substantially in the form of Exhibit A, and a new Capacity Purchase Agreement, substantially in the form of Exhibit B.

**Section 5.** By this Ordinance, the Mayor of the City of Peru is hereby further authorized to take all steps and execute any and all other documents and agreements reasonably necessary or appropriate to implement and administer the new Power Sales Contract and the new Capacity Purchase Agreement approved hereby.

**Section 6.** All Ordinances and parts of Ordinances in conflict herewith are hereby superseded.

**Section 7.** This Ordinance shall be in full force and effect from and after its passage.

**PRESENTED, PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Peru, LaSalle and Bureau County, Illinois, by an aye and nay roll call vote, with \_\_\_\_ voting aye, \_\_\_\_ voting nay, \_\_\_\_ absent, and Mayor Kolowski \_\_\_\_ voting \_\_\_\_, which meeting was held on the 24<sup>th</sup> day of March, 2025.

**APPROVED:** March 24, 2025

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Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

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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			

**POWER SALES CONTRACT  
BETWEEN  
ILLINOIS MUNICIPAL ELECTRIC AGENCY  
AND THE  
CITY OF PERU, ILLINOIS**

This Contract entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the CITY OF PERU, ILLINOIS (“Member”), a municipal corporation created and existing under the laws of the State of Illinois; the Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties;” by executing this Contract, Member continues as a Participating Member of the Agency, and all references to “Participating Members” herein or in other IMEA Power Sales Contracts shall include Member unless the context expressly or by necessary implication requires otherwise;

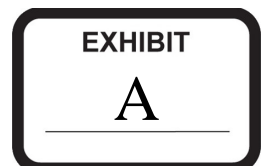
**W I T N E S S E T H:**

WHEREAS, the Illinois Joint Municipal Electric Power Act (the “Act”) enables municipalities owning or operating electric utilities, which furnish retail electric service to the public to jointly plan, finance, own and operate electric generation and transmission facilities, as well as the acquisition of fuel for the generation of electric energy, through the creation and continued operation of the Agency; and

WHEREAS, pursuant to the Act, a group of such municipalities joined together to form the Agency to acquire and construct projects or participate in projects with investor-owned utilities, generation and transmission cooperatives and others which may be used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electric energy, and the Agency has operated in accordance with the Act since 1984; the Agency presently has 32 Members, each of which is currently a Participating Member; and

WHEREAS, under the Act Member is a municipality owning and/or operating an electric utility which furnishes retail electric service to the public and may enter into and carry out contracts and agreements for the purchase from the Agency of power supply and energy transmission services, power supply development services and other services; and

WHEREAS, in order to secure an adequate, reliable and economic long term supply of electrical power and energy for Member, the Agency and Member hereby enter into this Power Sales Contract under the terms of which the Agency will sell to Member and Member will purchase from the Agency all of Member’s power and energy requirements to meet the full service obligation of its service area, including all capacity obligations imposed by the applicable Regional Transmission Organization (“RTO”), and all delivery-related services, including but not limited to transmission and distribution services from transmission and wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners.



NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Contract, the Agency and Member agree as follows:

### Definitions

When used herein, the following capitalized terms shall have the meanings ascribed to them below unless the context expressly or by necessary implication requires otherwise:

“Board of Directors” shall mean the corporate authority of the Agency with powers as provided in the Act.

“Bonds” shall mean any revenue bonds, notes and other evidences of obligations of the Agency issued under the provisions of the Act to finance any cost, expense or liability relating to the Power Supply System or service under the Power Sales Contracts.

“Bond Ordinance” shall mean any one or more ordinances, resolutions, indentures or other similar instruments of the Agency providing for the issuance of Bonds.

“Cost Causer;” “Cost Causation” shall mean the Participating Member that causes the Agency to incur an extra-ordinary expense or investment. Under the Cost Causation principle such costs are to be borne by those customers, including but not limited to Member and/or other Participating Members or other entities to whom IMEA provides service, who make a request or decision or otherwise require or cause the action to be taken by IMEA or one of its underlying power suppliers or transmission and/or distribution service providers, thereby causing the Agency to incur the extra-ordinary expense. For purposes of this definition, “extra-ordinary expenses” are any investment, cost or other expenditure or liability incurred, assumed by or imposed on the Agency: (1) that primarily benefit one Participating Member or a group of Participating Members or other entities to whom IMEA provides service directly, rather than providing a general benefit to all or a majority of Participating Members or the Agency as a whole; and (2) that are not or have not historically been of the type ordinarily shared between Participating Members. Costs are recognized as being caused by a service if the costs are brought into existence as a direct result of providing the service or facilities, or the costs are avoided if the service or facilities are not provided. The Board of Directors will make all final decisions on whether a cost item is an extra-ordinary expense and whether a Participating Member or group of Participating Members is or are Cost Causers for purposes of implementation of this and all other Power Sales Contracts, as well as any contracts entered into by the Agency to provide service that are excluded from the definition of Power Sales Contracts.

“Delivery Point” shall mean a presently existing metered connection or connections of IMEA’s or another party’s transmission or distribution system with Member’s transmission or distribution system as set forth in Schedule A or a new or modified connection as Member may request and IMEA or another party is willing to provide in the future. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Delivery Points.

“Member” shall be the city, village or town executing this Contract.

“Member-Directed Resource” shall mean a resource that meets the requirements of this definition and the option in Section 2(b-1) for Member to self-direct one or more resources with nameplate ratings or contracted shares based on nameplate ratings not to exceed the percentage of the Member’s rolling 5-year average annual peak demand set forth in such Section or as otherwise approved by the Board of Directors to be used to serve the Member’s load. Any such resource shall be developed and/or contracted for by the Participating Member only after the Board of Directors formally approves the details of the project. Any such resource shall be located within the State of Illinois unless the Board of Directors approves otherwise. For purposes of this definition the term resource is limited to devices that produce, generate or otherwise create energy or that store energy for beneficial use at a different time that are powered by wind, solar thermal energy, photovoltaic cells or panels, biodiesel, landfill gas produced in Illinois, crops and untreated and unadulterated organic waste biomass, advanced nuclear technology or small nuclear reactors that generate clean energy, and batteries and other forms of energy storage. The term resource may be expanded to include any other such devices powered by other means if they would qualify under a current or future Illinois statute that addresses generating resources that are designated as renewable, carbon-free, net-zero, clean or other similar designation for energy for use in one or more Illinois programs, even if IMEA and/or its Participating Members would not be subject to such statute or qualify for such program due to their status as municipalities, municipal corporations or units of local government; provided however clean coal powered facilities, as defined in the Illinois Power Agency Act shall not be allowed as Member Directed Resources unless specifically approved by the Board of Directors of IMEA. The term resource may also be expanded to include additional types of devices powered by other means if approved by the Board of Directors.

The existing hydro-electric power resources that were owned and operated by the City of Rock Falls and Member at the time of execution of this Agreement are specifically not included in the term Member Directed Resource.

“MISO” means Midcontinent Independent System Operator, Inc., or its successor.

“Participating Members” shall mean Member and those other members that are or hereafter become parties to Power Sales Contracts, as defined below.

“Party” shall mean a party to this Contract and its successors and permitted assigns.

“PJM” means PJM Interconnection, LLC, or its successor.

“Point of Measurement” shall mean any point at which metering equipment is located for purposes of measuring power and energy deliveries to Member as set forth in Schedule A hereof. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Points of Measurement.

“Power Sales Contracts” shall mean this Contract and other contracts providing for the sale of power and energy by IMEA to the other Participating Members as amended from time to time (excepting therefrom the contracts entered into by the Agency and Participating Members for

power supplies which are specifically superseded by the Power Sales Contracts and any other contracts which the Agency by action of its Board of Directors designates as being excepted from being within the definition of Power Sales Contract).

“Power Supply System” shall be broadly construed to mean, encompass and include all Projects and all electric production, transmission, distribution, conservation, load management, general plant and related facilities, equipment or property, and any mine, well, pipeline, plant, structure or other facility for the development, production, manufacture, storage, transportation, fabrication or processing of fossil, nuclear or other fuel of any kind or any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Agency’s generating plants, now existing and hereafter acquired by lease, contract, purchase or otherwise or constructed by the Agency, including any interest or participation of the Agency in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to said Power Supply System or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Agency and all other works, property or structures of the Agency and contract rights and other tangible and intangible assets of the Agency used or useful in connection with or related to said Power Supply System, including without limitation a contract right or other contractual arrangement for the long term or short term interconnection, interchange, exchange, pooling, wheeling, transmission, purchase or sale of electric power and energy and other similar arrangements with entities having generation and transmission capabilities and located within or without the State of Illinois. Power Supply System shall not include (1) any properties or interest in properties of Member, except with respect to any contract rights the Agency may have in such properties pursuant to any contract between Member and the Agency other than this Contract, and (2) any properties or interest in properties of the Agency which the Board of Directors determines shall not constitute a part of the Power Supply System for the purposes of the Power Sales Contracts with the Participating Members.

“Project” means (i) any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electrical energy and in the acquisition, extraction, conversion, transportation, storage or reprocessing of fuel of any kind for any such purposes, or (ii) any owned or contracted interest in, or right to the use, services, output or capacity, of any such plant, works, system or facilities.

“Prudent Utility Practice” shall mean, any of the practices, methods and acts which, in the exercise of reasonable judgment and in light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Contract, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method or acts to the exclusion of all others, but rather to a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable

cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

"Rate Schedule" shall mean the rate schedule or schedules setting forth the rates and charges for payments by Participating Members, including Member, for services rendered by the Agency pursuant to the Power Sales Contracts. The existing Rate Schedules are Schedule B and Schedules B-2, B-4, B-6 and B-7. The Rate Schedules may be revised from time to time by the Agency and/or new schedules may be adopted by the Agency, all in accordance with and in the manner provided for in Section 3 of this Contract, including, without limitation, any amendment, change, deletion or addition to any of the rates and charges, billing components, terms or conditions, or any adjustment set forth therein, including, but not limited to, amending the billing demand provision to impose a minimum demand whether or not based on prior demand measurements, which schedules may be applicable to any one or more Participating Members.

"Revenue Requirements" shall mean all costs and expenses paid or incurred or to be paid or incurred by the Agency resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the Power Supply System or otherwise relating to the acquisition and sale of power and energy, transmission, load management, conservation or related services hereunder and performance by the Agency of its obligations under the Power Sales Contracts for Participating Members, including, without limitation, the following items of cost:

- (1) payments of principal of and premium, if any, and interest on all Bonds issued by the Agency and payments which the Agency is required to make into any debt service reserve fund or account under the terms of any Bond Ordinance or other contract with holders of Bonds; provided, however, that Revenue Requirements shall not include any principal of or premium, if any, or interest on Bonds due solely by virtue of the acceleration of the maturity of such Bonds;
- (2) amounts required under any Bond Ordinance to be paid or deposited into any fund or account established by such Bond Ordinance (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above including any rate stabilization fund or account;
- (3) amounts which the Agency may be required to pay for the prevention or correction of any loss or damage to the Power Supply System or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are necessary to keep any facility of the Power Supply System, whether owned by the Agency or available to the Agency under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Power Supply System and of producing and delivering power and energy therefrom (including, without limitation, fuel costs,

administrative and general expenses and working capital, for fuel or otherwise, regulatory costs (including but not limited to wholesale rate case intervention costs), insurance premiums, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition, costs of power supply and demand-side planning and implementation associated with meeting the Agency's power supply obligations and costs of load management and conservation;

- (5) the cost of any electric power and energy purchased for resale by the Agency to the Participating Members and the costs of transmission, scheduling, dispatching and controlling services for delivery of electric power and energy under the Power Sales Contracts for Participating Members;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition or sale of properties;
- (7) all costs, settlements and expenses relating to injury and damage claims asserted against the Agency;
- (8) any additional cost or expense not specified in the other items of this definition imposed or permitted by any regulatory agency or which is paid or incurred by the Agency relating to the Power Supply System or relating to the provision of services to Participating Members (including any amounts to be paid into any reserve account established by the Agency under the terms of any Bond Ordinance for the payment of Revenue Requirements in the future and any provision for depreciation) which is not otherwise included in any of the costs specified herein;
- (9) amounts required to be paid by the Agency including:
  - (i) any reserves the Agency shall determine to be necessary for the payment of those items of costs and expenses referred to in this definition to the extent not already included in any other clause of this definition; and
  - (ii) additional amounts which must be realized by the Agency in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on Bonds contained in any Bond Ordinance or contract with holders of Bonds or which the Agency deems advisable in the marketing of its Bonds or under any contract to which it is a party.

“Regional Transmission Organization” or “RTO” shall mean the entity designated by the Federal Energy Regulatory Commission (“FERC”) to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources, and that controls the wholesale electric markets for its area. The RTOs that currently control the areas where IMEA's Participating Members are located and where the generating resources owned by or under contract to IMEA are located or into which they are pseudo-tied are Midcontinent Independent System Operator, Inc., or its successor (“MISO”), and PJM Interconnection, LLC, or its successor (“PJM”). At the execution of this Agreement, for those Participating Members that are served by

Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

Section 1. Term

(a) Initial Term and Termination

This Contract shall take effect on the latter of the date of execution by the last party to sign hereon or the date specified by the Board of Directors in making the determination in Section 1(b) below. This Contract shall remain in effect for an initial delivery term commencing on October 1, 2035 (at the end of the then-current Power Sales Contract between Member and IMEA) and extending through and including May 31, 2055. The delivery term shall continue thereafter and run from year to year until terminated by five (5) years prior written notice.

(b) Conditions for Effectiveness of Contract

Notwithstanding any other provision herein, the Contract shall not become effective unless by April 30, 2025, or such later date as approved by the Board of Directors, (i) four (4) or more Participating Members with the combined Agency estimated coincident firm purchased power annual peak demand in 2022 of 50 MW or more have entered into new, renewed or extended Power Sales Contracts, or (ii) the Board of Directors has determined the mix of Members signing new, renewed or extended Power Sales Contracts results in sufficient benefits or cost reductions to the Participating Members in which event the Power Sales Contracts shall become effective. The Agency shall provide the Participating Members with written notice within sixty days of any final decision by the Agency that the Contract is to become effective. In the event this Contract does not become effective, any contracts between the Agency and the Participating Members, which are otherwise superseded by this Power Sales Contract, including any such contract with Member, shall not terminate but shall continue in full force and effect throughout its term.

(c) Commencement of Service and Cancellation of Existing Contract

Service to Member under this Contract shall commence on October 1, 2035.

All other power supply or transmission contracts between Member and any entity other than the Agency shall be terminated or assigned by Member to the Agency no later than the date upon which the Agency commences service to Member as provided in this subparagraph or such other action is taken as mutually agreeable by the Agency and Member.

If Member is taking power or transmission service from a supplier other than IMEA on such commencement date, the providing of power by IMEA shall commence only if that Member's obligations from such supplier have ceased pursuant to an assignment or termination of an existing contract.

Section 2. Purchase, Sale and Delivery of Electricity

(a) Sale and Purchase

The Agency agrees to provide and sell and Member agrees to take and pay for all of the electric power and energy required to meet the full service obligation of Member's service area during the term of this Contract and utilized in the operation of its municipal electric system, including all capacity obligations imposed by the applicable RTO, and all delivery-related services, including but not limited to transmission and wholesale distribution services from transmission and/or wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners. Batteries or other energy storage devices are a substitute for generation and are deemed to be power supply for purposes of the obligation to purchase Member's full requirements of electric power and energy under this subsection (a) and the restrictions on obtaining electric power and energy from other sources under subsection (b) of this Contract. Batteries or other energy storage devices may be used in an election for a Member Directed Resource in Section 2(b-1) below.

Under the previous Power Sales Contract, certain Participating Members, namely Member and Rock Falls, each exercised an option to install, own and operate a hydro-electric power plant and to self-supply a portion of its load therefrom. That option is no longer available. Such Participating Members may continue to self-supply such portion of their respective loads subject to such reasonable terms and conditions and such rates and charges as the Board of Directors shall approve so long as the Participating Member owns and operates the existing hydro-electric plant. Such Participating Members shall bear all costs of ownership and operation of their hydro-electric plant and shall pay all such rates and charges established by the Board of Directors.

Member elected under the previous Power Sales Contract to install, own and operate a hydro-electric power plant and to self-supply a portion of its load not to exceed 5 MW (or for Member a greater amount but subject to restrictions in the Addendum dated January 27, 1993, to the previous Power Sales Contract). Member shall bear all costs of such ownership and operation. Member may continue to self-supply such portion of its load subject to substantially the same terms and conditions so long as Member owns and operates the existing hydro-electric plant. Such existing plant shall be specified in Schedule C hereto, and such terms and conditions are set forth in Schedule C or in an Addendum to this Power Sales Contract.

(b) Restrictions on Other Sources

Except as provided in the subsections of this Section 2 or in any policy, program or directive of the Agency approved and authorized by affirmative vote of the Board of Directors, Member shall not obtain electric power and energy required to meet the full service obligation of Member's service area and/or for the operation of its electric utility system from any other source; provided, however, if Member is required by law to purchase power and/or energy from a small power production facility, a cogeneration facility or other facility, Member shall immediately inform the Agency of such requirement whereupon Member and the Agency shall use their best efforts to arrange for such purchases to be made by the Agency. If such arrangements cannot be made, then Member shall make the required purchase and sell the power and energy to the Agency at the same price and on the same terms and conditions under which it was purchased by Member, unless Member agreed to pay more than required by the law that required the purchase of power and/or energy from such facility, in which case the Agency shall pay Member an amount reasonably calculated to match what the required amount should have been. Member hereby appoints the Agency to act as its agent in all dealings with the owner or operator of any such facility from which power or energy is to be purchased by the Agency directly or indirectly and in connection with all other matters relating to any such purchase and agrees unless ordered to do so by a court of competent jurisdiction not to make any such purchase at prices or on terms and conditions not approved by the Board of Directors.

If Member has an existing partial waiver from FERC of the PURPA requirement to purchase excess power and energy from Qualifying Facilities where that obligation has been undertaken by the Agency as of the effective date of this Contract, such waiver shall be maintained for the term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver. If Member does not have an existing partial waiver from FERC of the PURPA requirements and assignment thereof to the Agency as of the effective date of this Contract, Member shall cooperate with the Agency in seeking such waiver, and if granted such waiver shall be maintained for the initial term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver.

(b-1) Member-Directed Resources Option

Member and the other Participating Members shall each have the option, but not the obligation, to elect to self-direct a portion of the power supply to serve their load from qualifying generating resources or energy storage devices. The maximum amount of such election shall be ten percent (10%) of Member's rolling 5-year average annual peak demand based on the nameplate capability of, or the contracted share of the nameplate of the resource. The Board of Directors may approve a greater percentage or amount in the future. Resources put in place by Member under one or more offerings, policies or programs of IMEA, other than this Member-Directed Resource Option, and IMEA-sponsored projects located within Member's service area will not count against the above percentage. The resource shall be located in the same delivery zone of the RTO region or Balancing Authority area as the Member or Participating Member making the election, or if approved by the Board of Directors may be located in the same zone of the RTO region or Balancing Authority area as other Participating Members, subject to such reasonable cost allocation as the Board of Directors shall require.

Under this option, Member and other Participating Members shall have the opportunity to contract for, develop, own and operate qualifying resources that would be directly connected to the Participating Member's distribution system, or alternatively to contract with a developer/provider for a portion of a large qualifying resource connected elsewhere on the regional transmission system. All power and energy to serve the total requirements load needs of such Participating Members would continue to be exclusively provided by IMEA, however, subject to the Participating Member's ability to negotiate and enter into ownership or long-term contractual commitment with one or more projects on its distribution system, or power purchase agreements with an eligible energy provider, and subject to reasonable approval by the Board of Directors, Participating Members will be able to commit to a project or a power purchase agreement and thereby self-direct the type of qualifying resource used to serve a portion of its load. The remainder of the full requirements of Participating Members electing this option shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the Agency's socialized resource portfolio. Such resources must be dedicated to IMEA under an agreement similar in concept to the Capacity Purchase Agreements pursuant to which Participating Members have historically dedicated their behind the meter generation to IMEA.

Member shall not use a Member Directed Resource to peak shave. Member shall still be required to purchase its full requirements from IMEA. The Member Directed Resource shall become part of the IMEA resource portfolio for serving Member. Member shall pay all costs associated with the Member Directed Resource and shall be credited or paid back for the actual RTO clearing price for capacity and day-ahead price for energy and any actual ancillary services revenues received by IMEA for the attributes used by IMEA from the Member Directed Resource to serve the participating Member. Member shall own any renewable

energy or similar credits, but if they decide to sell them, rather than retire them, the Agency shall have a right of first refusal to purchase them. The Board of Directors would determine the equitable allocation of non-power supply Agency costs among Participating Members electing the option and making binding commitments to self-directed resources and those that elect to be served only from the socialized resource portfolio in the Rate Schedules to be developed and approved.

(c) Shortages

In the event that the Agency is not able to supply all of the power and energy requirements of its Participating Members because of an event of Force Majeure as defined in Section 2(d) or because of an outage of all or any part of Agency's Power Supply System or because of an event beyond Agency's control, and after such reasonable notice as the Agency may be able to give, the Agency shall allocate the power and energy available to it during any billing period among the Participating Members on a pro rata basis in accordance with the Participating Members' respective power and energy requirements supplied by the Agency during the corresponding billing period of the preceding calendar year. Where a Participating Member did not purchase power and energy from the Agency during the corresponding billing period of the preceding calendar year, that Participating Member's purchases during such billing period from its supplier replaced by the Agency shall be used.

Although the Agency agrees to use its best efforts to avoid a shortage in supply, during any period when the Agency is unable to supply all of the Participating Member's electric power and energy requirements, Member shall be permitted to acquire from other sources the amount of electric power and energy which is not supplied by the Agency; provided, however, that at such time as the Agency is again able to supply all of Member's electric power and energy requirements, Member shall be required to take and pay for such electric power and energy in accordance with the provisions of this Contract. Before entering into any arrangement to acquire power and energy from any source other than the Agency for any period in excess of 48 hours, Member will notify and consult with Agency as to the terms and length of such purchases and obtain Agency's consent before contracting for such supply, which consent shall not be unreasonably withheld.

(d) Continuity of Service

The Agency shall employ its best efforts, in accordance with Prudent Utility Practice, to provide a constant, adequate and uninterrupted supply of power and energy to Member (except where Member is purchasing interruptible or curtailable power or non-firm energy from the Agency under a separate interruptible, curtailable or non-firm rate schedule adopted by the Board of Directors) and shall seek to restore service promptly and diligently on any interruption, but the Agency does not guarantee that service hereunder will be uninterrupted or at all times constant.

If the supply of electric power and energy to Member hereunder shall fail, be interrupted, be reduced, or become defective through an event of Force Majeure, which shall include but not be limited to an act of God, nature, common enemy, failure of any power and energy or transmission service supplier of the Agency or any public authority, or because of accident, riot, insurrection, war, explosion, labor dispute, fire, flood or prudent actions taken to prevent or limit the extent or duration of disturbances of service on Agency's system, or if one or more of its suppliers, or that of systems through which electric service is rendered to the Agency or Member is interrupted, or for any other cause beyond the reasonable control of the Agency, the Agency shall not be liable for damages caused thereby and such events shall not constitute a breach of the Agency's obligations under this Contract. No cause or contingency, however, including any failure of the Agency to supply electric power and energy to Member for any period because of any of the aforesaid conditions, shall relieve Member of its obligation to make all payments to the Agency required by this Contract, when due, for power and energy supplied by the Agency during any period.

The Agency or its underlying transmission and/or wholesale distribution service provider may interrupt service hereunder as necessary for repairs to, or changes of, equipment or facilities needed to provide service hereunder, or for installation of new equipment or facilities, but only for such reasonable times as may be unavoidable, and to the extent possible, with reasonable advance notice to, and in coordination with, Member.

### Section 3. Rates and Charges

Member shall pay the Agency for all power and energy and other services furnished under this Contract from the date that service commences as provided in Section 1(c) at the rates and on the terms and conditions set forth in the Rate Schedule(s), as the Rate Schedule(s) may be changed and supplemented by the Board of Directors from time to time.

The Board of Directors shall establish and maintain its rates and charges under its Power Sales Contracts with its Participating Members to provide revenues which are sufficient, but only sufficient, together with other available revenues of the Agency, to cover the estimated Revenue Requirements of the Agency. In determining rates and charges necessary to produce sufficient revenues, the Agency shall take into account any anticipated (or actual) delinquency or default in payments by Participating Members. The Agency's rates and charges for power supply for the portion of a Participating Member's full requirements not met through the self-directed resource option discussed below and for all other bundled aspect of electric service to the Participating Members shall be set generally on a uniform postage stamp basis so as to recover all production and transmission costs in providing service to all Participating Members; provided, however, that the rates and charges may vary between Participating Members to reflect contracts with Participating Members having varying lengths of terms and/or contracts executed at different times, differences in delivery voltage level, delivery facilities costs, different load factors, and variances in service provided to Participating Members which enter into Capacity Purchase

Agreements and Participating Members which do not (including a phase-in of postage stamp rates to reflect load factors of certain Participating Members) and may contain ratchets, premiums, load factor requirements and other provisions which affect all Participating Members or only Participating Members which obtain a portion of their requirements from any other source. Rates and charges may also vary between Participating Members based on the Cost Causation principle if the Board of Directors determines that Member or another Participating Member is a Cost Causer of an extra-ordinary expense or investment as defined herein above.

Notwithstanding the foregoing, the Board of Directors shall establish and maintain and may revise, amend or change from time to time in the future backup service rates for Participating Members with a hydroelectric plant and/or may charge such Participating Member for all actual costs incurred by IMEA attributable to the operation of said hydro-electric power plant, or the failure thereof, and/or costs incurred by IMEA due to the accreditation of said plant. In addition, the Board of Directors may establish separate Rate Schedules or may approve separate rate provisions in an Addendum to the Power Sales Contract for Participating Members that elect to have a portion of their full requirements met (as authorized herein) on a contracts-basis, rather than the standard socialized basis, or the Agency and one or more Participating Members, including Member, may execute Addendums to their Power Sales Contracts, so-as-to directly commit to a portion of the output from individual eligible resource power purchase agreements or ownership arrangements. Rates and charges for the portion of the Participating Member's requirements being met under such Rate Schedules or Addendum will vary from Participating Members served exclusively or in different proportions from the socialized resource portfolio. The remainder of the Participating Member's full requirements shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the socialized resource portfolio.

The methodology for establishing rates and charges used by the Agency may be modified by the Agency from time to time.

The Agency shall place into effect initial rates and charges applicable on commencement of service by the Agency to the Participating Members under this new Power Sales Contract and thereafter at such intervals as it shall determine appropriate, but in any event not less frequently than once in each calendar year, the Agency shall review and, if necessary, revise its rates and charges under the Power Sales Contracts, to ensure that the rates and charges thereunder cover the Agency's estimated Revenue Requirements.

The Agency's rates and charges hereunder may include one or more automatic adjustment clauses which may be modified or changed periodically to ensure that the Agency is protected against changing cost of fuel, purchased power, taxes, and other costs of service. The automatic adjustment clauses may use estimated costs, with a later true-up to actual costs. The Agency may place an automatic adjustment clause in effect to recover costs from the date they were incurred upon thirty (30) days' notice to Member and shall provide Member supporting information which need not be the same detailed analysis as for base rate changes.

In connection with any revision of the Rate Schedule, except as to automatic adjustment clause rate changes, the Agency shall cause a notice in writing to be given to all Participating Members which shall set out any proposed revision of the Rate Schedule with the effective date

thereof, which shall be not less than sixty (60) days after the date of the mailing of the notice, and which shall be accompanied by an analysis of the estimated Revenue Requirements for which the Rate Schedule is proposed to be revised and the derivation of the proposed rate. Member agrees to pay for electric power and energy made available by the Agency to it hereunder after the effective date of any revisions in the Rate Schedule in accordance with the Rate Schedule as so revised.

Section 4. Payment Obligation

(a) Nature of Obligation to Pay.

The obligation of Member to pay all rates and charges established by the Agency under Section 3 of this Contract for the delivery of power and energy and for other services provided by the Agency shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by the Agency of its obligations under the Power Sales Contracts for Participating Members or any other instrument or agreement. It is expressly understood that Member shall be obligated to pay all rates and charges imposed for power and energy supplied hereunder regardless of whether any one or more projects or other facilities of the Agency constructed, purchased or undertaken to provide service hereunder are operating or operable at any time; provided, however, that except as provided by this subsection (a) nothing herein shall be construed to prevent or restrict Member from asserting any rights which it may have against the Agency under this Contract or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Limitation on Obligation to Pay.

All payments made by Member for services hereunder shall be made as operating expenses from the revenues of Member's electric utility system, or any integrated utility system of Member of which, Member's electric utility system may be a part, and from other funds of such system legally available therefor and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by Member to the Agency. Member shall not be required to make payments under this Contract except from the revenues of Member's electric system, or other integrated public utility system of which the electric system is a part, and from other funds of such system legally available therefor. In no event shall the Agency, or any other person or entity, including any person or entity to which revenues under this Contract have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Member for payment of any amounts due hereunder. The obligation of Member to make payments for services hereunder shall not constitute a general obligation of Member and shall not constitute indebtedness of Member for the purpose of any statutory limitation and Member shall not be required to make such payments from any source other than the revenues and funds referred to in the first two sentences of

this paragraph. In no event shall Member be required to make payments under this Contract from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

Member's electric utility system shall be deemed to be a part of an integrated utility system for purposes of this Contract if the revenues of the electric utility system (i) are commingled with the revenues of one or more utility systems owned by Member, or (ii) are utilized to pay operating expenses of Member's electric utility system and one or more other utility systems owned by Member, or (iii) are pledged to secure any bonds or other evidences of indebtedness issued to finance one or more utility systems owned by Member. For purposes of this paragraph, the term "commingled" shall not be deemed to include the keeping of funds in one bank account so long as such funds are separately accounted for on the books and records of Member. An integrated utility system shall not be deemed to exist hereunder merely (i) because Member's electric utility and another utility of Member are managed by the same commission or other public body, have common employees or facilities, the costs of which are shared, or undertake joint projects or (ii) where surplus funds from one utility which are legally available for transfer to the general fund of Member are transferred or loaned to the other utility.

## Section 5. Billing

### (a) Billing Procedure

The calendar month shall be the standard period for all billing and settlements under this Contract. The Agency may, from time to time, adopt another standard period for billing and settlements. It is understood that, as soon as practicable after the end of each billing period, IMEA shall prepare and transmit a detailed statement to Member which shows amounts due from Member.

Billing period statements for charges under this Contract shall be rendered by IMEA in the month following the billing period in which the charges were incurred. Each payment shall be due, and payment of each bill shall be made to IMEA by electronic transfer or such other means as shall cause payment to be available for the use of IMEA on the first banking day following the tenth (10th) day after the date of invoice. Interest on unpaid amounts shall accrue daily at the then current published prime interest rate per annum as published in the Wall Street Journal or its successor to the extent permitted by law from the due date of such unpaid amount and until the date paid.

### (b) Billing Disputes

In the event that Member takes exception to a bill rendered by the Agency, Member shall pay the disputed amount and promptly inform the Agency in writing of the basis for the dispute. Member will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Agency in the

manner herein specified within thirty (30) days of when Member first learns of the basis for the dispute.

Within thirty (30) days of receipt of the notice of the dispute, including a written explanation by Member of the nature of the dispute, the Agency shall respond to Member's protest in writing. In the event it is determined that all or part of the disputed payment was not properly payable, then the Agency shall refund such amount together with interest thereon from the date the amount was paid until the refund is made at an annual rate equal to that established pursuant to subsection (a) above.

In addition, any billing adjustment sought by Member which is related to the Agency obtaining a similar billing adjustment from any transmission or power or energy supplier to the Agency shall be dependent upon the Agency obtaining a corresponding adjustment from its supplier. The Agency shall pursue any such corresponding adjustment with due diligence, provided that the Agency considers such adjustment to be appropriate.

(c) Service Discontinuance and Contract Termination for Failure to Pay.

Whenever any amount due remains unpaid after the due date, the Agency may take all steps available to it under applicable law to collect such amount and, subject to any applicable regulatory requirements and any applicable requirements of the applicable Regional Transmission Organization, after giving thirty (30) days advance notice in writing of its intention to do so, suspend and discontinue service hereunder if the amount remains unpaid at the end of said 30-day period. Whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days advance notice in writing of its intention to do so, the Agency may terminate this Contract. No such discontinuance or termination shall relieve Member from liability for payment for electric power and energy furnished hereunder or made available to Member where Member has an obligation to take such power and energy and has not, or for damages suffered by the Agency, or any other Participating Members, as a consequence of default by Member. The Agency may, either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance of the covenants, agreements, and obligations of Member under this Contract to be performed by Member or any officer or official thereof, including but not limited to an action for specific performance, injunction and/or for damages for the remaining term of this Contract.

(d) Partial Month Bill

In the event that the initial or final month's service under this Contract is for less than a full month's service, Member shall be billed for such partial month. The bill for such fractional part of a billing period shall be proportionately adjusted by IMEA in the ratio that the number of hours that electric service is furnished to

Member (in such fractional billing period) bears to the total number of hours in the billing period involved. Except as provided in this subsection with respect to fractional billing periods at the beginning and end of service, there shall be no proration of demand charges under the Rate Schedule for any billing period during any part of which power is made available to Member.

Section 6. Delivery Conditions and Metering

(a) Electric Characteristics

The electric service furnished under this Contract shall be 60 Hertz, three phase alternating current and shall be delivered to the Delivery Points and metered by the Agency, or its designee, at such location or locations and such voltages as are shown on Schedule A. The Delivery Points, the Points of Measurement, the Delivery Voltage, and Special Conditions of Service shall be as set forth in Schedule A which may be amended by the Agency from time to time to include such other Delivery Points and Points of Measurements and other provisions as may be established by the Agency. In the event the Agency and Member agree on the need for an additional Delivery Point, the Agency will exercise Prudent Utility Practice to obtain it. When electricity is measured at more than one (1) Point of Measurement, the maximum total coincident demand of Member's system shall be determined by combining the recorded demand at each Point of Measurement during the same 60-minute interval. Member shall maintain its system power factor in accordance with the requirements of the underlying transmission and/or distribution service provider and with Schedule A as it may be amended from time to time by the Agency.

Member shall install, own and maintain or cause to be installed and maintained at Delivery Point(s) established pursuant to this Contract or elsewhere at a location mutually agreeable to the Parties hereto such facilities as may be necessary to protect the system of the delivering entity, including such transformation, control, switching and protective equipment as meets Prudent Utility Practice and the requirements of the underlying transmission and/or wholesale distribution service provider(s).

Member shall provide or cause to be provided and maintained suitable protective devices on its system to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of electrical power and energy. IMEA shall not be liable for any loss, (including Member electric system revenues), opportunity costs, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by use of such protective device.

(b) Responsibility for Facilities

The Agency's undertaking shall be complete upon the delivery of electric power and energy to the Delivery Points. Beyond the Delivery Points, except as the Parties may agree in writing otherwise, Member shall furnish and maintain all devices, equipment and appliances, including but not limited to, control, protection, regulation and load shedding equipment, required to utilize safely and efficiently the power and energy delivered by the Agency.

If load growth or other power supply requirements or construction of facilities necessitate modifying, upgrading or relocating the existing Delivery Points on the effective date or the then-existing Delivery Point(s) or adding new Delivery Point(s), unless otherwise agreed between the Agency and Member, Member shall be responsible for construction of, and all of the costs of, the new, modified, upgraded or relocated Delivery Point(s), except that the Agency shall pay the reasonable costs actually incurred for the necessary metering equipment. The location of any new or relocated Delivery Point shall be subject to approval by the Agency, which approval shall not be unreasonably withheld. Upon request by Member, the Agency may (but shall not be obligated to) provide initial funding for the construction of new Delivery Points, subject to the requirement that Member reimburse the Agency therefor in the manner and timeframe determined by the Agency. In such event the cost thereof, with interest and Agency project management costs attributable to said Member requested service, shall be reimbursed by Member through lump-sum payment(s) or recovered from Member through the Agency's charges, all within a reasonable timeframe and as determined by the Agency.

Member shall provide, free of charge, suitable and sufficient space on its premises, including but not limited to all structures, enclosures and access facilities, for all electric facilities reasonably necessary for the Agency to deliver and measure power and energy to Member hereunder and shall grant to the Agency, or the Agency's designee, a right-of-way over Member's premises and property for the construction and maintenance of all such facilities as shall be placed thereon which are reasonably necessary for the provision of service to Member.

The design and operating characteristics of Member's electrical equipment at the Delivery Points shall be coordinated with the Agency and shall be subject to the Agency's approval, which approval shall not be unreasonably withheld.

(c) Metering

All electric power and energy delivered under this Contract shall be measured as to real and reactive demand and energy by suitable metering equipment, including any needed area interchange, totalizing or remote metering equipment, located, furnished, installed, maintained and tested by the Agency or its designated power or transmission supplier. All energy will be measured at the service voltage at the

Delivery Point by IMEA or the delivering party. In cases where IMEA or the delivering party elects to measure at a secondary voltage, IMEA or delivering party may at its option adjust the reading to a primary basis by the use of compensating meters.

It is understood that in some instances the metering equipment may not be located at the Delivery Points. All meters shall be kept under seal, such seals to be broken only when the meters are to be tested and maintained.

Member shall provide at no cost to IMEA or delivering party suitable space, if necessary, for the installation of meters and metering equipment at the Delivery Points or Points of Measurement.

The Agency's meters or the meters of the underlying transmission or wholesale distribution service provider shall measure and record the electrical power and energy furnished hereunder at such Point of Measurement. Such metering equipment shall provide a continuous record of the 60-minute integrated total demand to Member at such Point of Measurement during each billing period throughout the term of the Contract. Such records shall be available at all reasonable times to authorized agents of Member. Meter readings will be adjusted for losses where appropriate.

(d) Meter Testing

The Agency or the underlying transmission and/or wholesale distribution service provider shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals not to exceed the periodic test schedule approved by the Illinois Commerce Commission for entities subject to its authority for similar meters. The Agency shall make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by the Agency, except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse the Agency for the cost of such tests. Meters registering not more than 2% above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test for the period, not exceeding ninety (90) days, that such inaccuracy is estimated to have existed. Should any meter fail to register, the electric power and energy delivered during such period of failure shall for billing purposes be estimated by the Agency and Member from the best information available. The Agency shall notify Member or cause Member to be notified in advance of the time of any meter test so that Member's representative may be present at such meter test.

Testing procedures may be changed by the Agency from time to time to reflect current electric industry practice and such change shall be incorporated by the

Agency within Schedule B. Member shall be entitled to install its own backup parallel metering.

(e) Limited Agency Relationship

Member hereby designates IMEA to be the agent for Member for the limited purpose of: (i) planning for and meeting requirements and obligations imposed on Member by the applicable RTO in connection with its status as a load serving entity or other market participant activities in the wholesale electricity markets of the applicable RTO; (ii) purchase of transmission services and wholesale distribution services in connection with the delivery of power and energy to serve Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected; (iii) negotiating, executing and implementing any agreements with the owners of the transmission and distribution systems to which Member's distribution system is physically connected and the applicable RTO regarding transmission and distribution service necessary to deliver the power and energy to be supplied hereunder to Member and agreements regarding the connection of the respective systems and upgrades or new connections thereof; and (iv) managing any power purchase agreement or ownership arrangement entered into by Member in connection with an election under the Member-Directed Resources option. IMEA agrees to act on Member's behalf as such agent.

Section 7. Additional Covenants of the Agency.

The Agency covenants and agrees as follows:

(a) Performance

The Agency shall perform all of its obligations under this Contract promptly with due diligence in accordance with Prudent Utility Practice. The Agency shall employ its best efforts to provide adequate, reliable and reasonable cost electric service to Member under this Contract. To this end the Agency shall plan to have such power and energy and such transmission resources available by contract or otherwise as are necessary and desirable to meet the requirements of all Participating Members, including reasonably anticipated growth as projected by the Agency.

The Agency will perform or cause to be performed services, including but not limited to, (i) coordinating and monitoring the investigating, studying, planning, engineering, designing, financing, installing, constructing, acquiring, operating, maintaining, retiring, decommissioning or disposing of any part of its Power Supply System; (ii) issuing and selling Bonds; (iii) planning, undertaking, coordinating and monitoring the economic dispatching and scheduling of power and energy to the Participating Members but only to the extent that the Agency possesses at the time its own load control capability; and (iv) providing such other

services as the Agency from time to time shall determine to be appropriate or necessary to provide to Member and enable Member to utilize an adequate, reliable and economic supply of power and energy.

The duration and term of all contracts entered into by the Agency for the acquisition of facilities or for the acquisition of power and energy shall be determined by the Agency in light of its analysis of the power markets and determination of an appropriate mix of short, intermediate and long-term resources.

(b) Enforcement of Obligations

The Agency shall promptly collect all amounts due and enforce all provisions of the Power Sales Contracts and shall at all times maintain and promptly and vigorously enforce its rights against any Participating Member which does not pay sums when due or perform the contract obligations pursuant to the provisions of Section 5 of such Participating Member's Power Sales Contract. Likewise, IMEA will collect all amounts due and vigorously enforce its rights under and all provisions of any other contracts with any other purchasers.

(c) Records and Accounts

The Agency shall keep accurate records and accounts of its operations in connection with this Contract in accordance with generally accepted accounting practices. The Agency's books and records shall be audited independently once a year. Member shall have the right at any reasonable time to examine and audit such records at Member's expense.

(d) Prudent Utility Practice

The Agency shall, in accordance with Prudent Utility Practice: (i) at all times operate and conduct its business in connection with this Contract in an efficient manner, (ii) maintain the Power Supply System in good repair, working order and condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Power Supply System so that at all times the business carried on in connection therewith shall be properly conducted.

(e) Other Services

The Agency may (but shall not be obligated to) provide such other services to Member as Member may request, including but not limited to, maintenance of Member's system, billing of Member's customers, safety training, load management, and meter reading. For any such service so provided by the Agency, the Agency will adopt charges therefor includable within its Rate Schedule(s), which charges shall be paid only by those Members requesting such service.

(f) Marketing Power.

After satisfying, to the extent provided for herein, the total requirements of all Participating Members, IMEA shall use its best-efforts to market and dispose of under the most economically advantageous terms and conditions obtainable, all its surplus electric power and energy which in the sole judgment of IMEA can be disposed of without adversely affecting performance by IMEA under this Contract.

(g) Sales to Non-Participating Members and Eligible Utilities

The Agency may provide power and energy to Members and eligible utilities as defined in the Act which are not Participating Members at rates and under terms and conditions to be prescribed by the Board of Directors.

Section 8. Additional Covenants of Member.

Member covenants and agrees as follows:

(a) Maintenance of Rates

Member shall maintain rates for electric power and energy to its customers so that such rates shall provide revenues which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's electric system, and to pay all obligations of Member payable from, or constituting a charge or lien on, the revenues of its electric system.

If Member establishes or maintains an integrated utility system of which the electric system is a part for its electric, water, sanitary sewer, wastewater or similar utility systems (or any combination of two or more thereof which includes its electric system), it shall maintain its rates for the services provided to the customers of its integrated utility system so that such rates shall provide revenues, which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's integrated utility system, and to pay all obligations payable from, or constituting a charge or lien on, the revenues of its integrated utility system.

(b) No Sale or Lease

Member shall not sell, lease or otherwise dispose of all or substantially all of its electric system except on one hundred twenty (120) days' prior written notice to the Agency and, in any event, shall not so sell, lease or otherwise dispose of the same unless all of the following conditions are met: (i) at the sole option of the Agency either (x) Member shall assign this Contract and its rights and interests hereunder to the purchaser, assignee or lessee of the electric system and such

purchaser, assignee or lessee shall assume all obligations of Member under this Contract in such a manner as shall assure the Agency to its sole satisfaction that the amount of electric power and energy to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by the Agency in its sole discretion to reflect such assignment and assumption, the Agency and such purchaser, assignee or lessee shall enter into an agreement supplemental to this Contract to clarify the terms on which power and energy are to be sold hereunder by the Agency to such purchaser, assignee or lessee; or (y) such purchaser, assignee or lessee shall enter into a new contract with the Agency for the purchase of electric power and energy in amounts, at prices and on terms which the Agency in its sole discretion determines not to be less beneficial to it and the other Participating Members than this Contract is and, upon such sale, lease or other disposition and the entering into of such new contract, this Contract shall be terminated; (ii) the senior debt, if any, of such purchaser, assignee or lessee, if such purchaser, assignee or lessee is not a Participating Member, shall be rated in one of the three highest whole rating categories by at least one nationally-recognized bond rating agency; and (iii) the Agency shall by resolution determine that such sale, lease or other disposition will not adversely affect the other Participating Members of the Agency or the value of this Contract, or any new contract entered into pursuant to clause (i) (y) above, as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds (then outstanding or thereafter to be issued) for federal tax-exempt status. The Agency shall make the determinations required by this subsection (b) within one hundred twenty (120) days of receipt by the Agency of the notice referred to in the first sentence of this subsection (b) and shall set forth those determinations in writing to Member.

In the event any sale, lease or other disposition is permitted pursuant to this subsection (b), Agency may request as additional security to preserve the flow of revenues under this Contract, and Member shall provide the funds to establish an escrow deposit equivalent to Member's pro rata contribution to the Agency's Revenue Requirements for the balance of this Contract's term. Every five years, after the establishment of such escrow deposit, Agency will release to Member such of the funds in the escrow equivalent to those paid to the Agency by Member's purchaser, assigns or lessee during such previous five years.

(c) Prudent Utility Practice

Member shall, in accordance with Prudent Utility Practice, (1) at all times operate its electric system, or integrated utility system of which the electric system is a part, and the business in connection therewith in an efficient manner, (2) maintain its electric system, or integrated utility system of which the electric system is a part, in good repair, working order and condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, or integrated utility system of which the electric system is a part, so that at all times the business carried on in connection therewith shall be properly conducted.

(d) Operating Expenses.

Member represents, warrants and covenants that all payments to the Agency pursuant to this Contract shall constitute operating expenses of Member's electric system (and any future ordinance authorizing borrowing by Member shall provide that such payments constitute operating expenses of the electric system) payable from any operating and maintenance fund established for such system, or for such integrated utility system of which the electric system is a part, and that such operating expenses are and shall remain payable from the revenues of Member's electric system, or integrated utility system, prior (except to the extent that any provision in any existing bond ordinance or borrowing resolution of Member governing outstanding obligations of Member provides to the contrary) to payment of any debt service payable from such revenues.

(e) Tax Status

- (i) Member shall not use or permit to be used any of the electric power and energy acquired under this Contract or operate its system in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by Member or other Participating Members of the Agency, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds issued by the Agency, or which could be issued by the Agency in the future, as that status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the "Tax Laws").
- (ii) At the time of execution of this Contract, Member has no contracts whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days except as shown on Schedule D hereto, and Member has no current expectation of entering into any such contracts, except as set forth in Schedule D hereto. At least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days, Member shall notify the Agency of its intent to enter into such contract and provide copies of such contract to the Agency. Within sixty (60) days after receipt of such notice, the Agency shall advise Member as to whether, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency, the entering into

of such contract would result in a violation of the covenant in clause (i) above. The cost of this opinion shall be borne by Member. Any determination by the Agency that any such contract would violate the-covenant set forth in clause (i) above shall be made by the Agency based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (i) above, the Agency shall make such allocations, in its sole discretion, after receipt of an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency and paid for by Member.

(f) Sale of Power.

Member shall not sell at wholesale any of the electric power and energy delivered to it hereunder by the Agency to any customer of Member or any other entity for resale by that customer or entity, unless it has first given the Agency 60 days written notice of its intent to sell such power and energy. The Agency, after receipt of such notice, shall have 30 days in which to impose limits on the amount of power and energy to be sold or to veto such sale if the sale will jeopardize the Agency's availability of resources to serve its Participating Members or increase the cost of power and energy to the Agency.

(g) Member Rate Design. Nothing in this Contract shall be construed to diminish or surrender the power of Member to regulate the rate design for public services rendered by Member to its ratepayers.

Section 9. Cooperation.

If it becomes necessary by reason of any emergency or extraordinary condition for either the Agency or Member to request the other Party to furnish personnel, materials, tools, or equipment for the accomplishment of its obligations hereunder, the other Party shall cooperate with the requesting Party and render such assistance as the other Party may determine to be available. The Party making such request, upon receipt of itemized bills from the other Party, shall promptly reimburse the other Party for all costs reasonably associated with providing assistance, including but not limited to costs of labor, supplies, facilities and equipment and may include an amount not to exceed ten percent (10%) of the total for administrative and general expenses; such costs are to be determined on the basis of current charges or rates used in its own operations by the Party rendering the assistance.

Section 10. Assignment of Contract.

(a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Contract provided, however, that, except for any assignment by the Agency authorized by subsection (b) of this section, and except for any assignment by Member in connection with the sale, lease or other disposition of all or substantially all of its electric system as provided

for in Section 8(b) above, neither this Contract nor any interest herein shall be transferred or assigned by either Party, except with the consent in writing of the other Party, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for the Agency to withhold such consent if such transfer or assignment would (i) reduce the total amount of electric power or energy being sold hereunder; (ii) be to a party (other than a Participating Member of the Agency) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; or (iii) adversely affect the value of this Contract or any new contract entered into pursuant to clause (i) (y) of Section 8(b) hereof as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds (whether then outstanding or thereafter to be issued) for federal tax-exempt status. No assignment or transfer of this Contract shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Party. It is understood and agreed that if this Contract is assigned or pledged by the Agency pursuant to subsection (b) of this section 10, no proposed assignment of this Contract by Member shall be consented to by the Agency except in accordance with the terms of such assignment and pledge by the Agency and any applicable Bond Ordinance or other governing instrument of the Agency, in addition to the foregoing.

- (b) It is understood and agreed that the Agency may issue Bonds (or other financial instruments) and enter into long-term contractual obligations on behalf of the Agency and Participating Members in connection with meeting its obligations under this Contract. Member acknowledges and agrees that the Agency may assign and pledge to any trustee or similar fiduciary designated in any Bond Ordinance all of, or any interest in, the Agency's right, title and interest in, to and under this Contract and all payments to be made to the Agency under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and all other payments as required by the Bond Ordinance and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Agency may grant to such trustee any rights and remedies herein provided to the Agency and thereupon any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include such trustee. Member agrees to take all steps necessary to facilitate any such assignment and pledge.

#### Section 11. Insurance.

The Parties to this Contract shall each procure and maintain such policies of general liability insurance and other insurance or self-insurance as shall be necessary in accordance with Prudent Utility Practice to insure themselves against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of its electric system, or integrated utility system of which the electric system is a part, or the performance of activities undertaken by it in connection with this Contract.

The Agency and Member shall maintain insurance, if available, or self-insurance on their electric facilities to cover damage or accident to those facilities in an amount consistent with Prudent Utility Practice.

Each Party agrees to defend, indemnify and hold harmless the other Party against any and all claims, liability, loss, damages or expense, including attorneys' fees, caused by or resulting solely from the operation of the indemnifying Party's electric facilities, or integrated utility system facilities, or solely from the negligent acts or omissions of the indemnifying Party, its employees or agents. This provision is not intended to be, and shall not be construed to constitute, a waiver for any purpose as to any person or entity of any statutory claim, procedure or statutory limitation on liability applicable to either Party.

Section 12. Opinions as to Validity.

If reasonably requested by the Agency in connection with a financing or long-term contract by the Agency, Member shall timely furnish the Agency with an opinion by an attorney or firm of attorneys and a certificate from Member to the effect that (i) Member is a political subdivision and municipal corporation of the State of Illinois and is fully authorized and empowered under the laws of the State of Illinois to enter into this Contract and to perform its obligations hereunder, (ii) based upon the attorney's knowledge and due investigation, no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Contract by Member for Member to enter into this Contract and to perform its obligations hereunder, (iii) based upon the attorney's knowledge and due investigation, there is no action, suit or proceeding at law or in equity or by or before any court, administrative agency, governmental instrumentality or other agency pending or threatened against or affecting Member or its electric utility system (or, if Member's electric utility system shall be deemed to be a part of an integrated utility system, such integrated utility system) which seeks to prohibit, restrain or enjoin Member from entering into or complying with its obligations contained in this Contract, including payment of obligations to the Agency, or in any way affects or questions the validity or enforceability of this Contract, or in any way might materially adversely affect Member's ability to carry out the transactions contemplated by this Contract, (iv) this Contract has been duly and validly authorized, executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to the rights and remedies of creditors, and (v) the execution and delivery of this Contract and compliance by Member with its terms will not conflict with, or constitute on the part of Member a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Member is subject or by which it is or its properties are or may be bound.

Member shall at its sole expense furnish the Agency, in form and substance satisfactory to and at such time requested by the Agency, such additional legal opinions, certificates, instruments and other documents as the Agency may reasonably request. The Agency shall at its sole expense furnish Member, in form and substance satisfactory to and at such time requested by Member, such additional legal opinions, certificates, instruments and other documents as Member may reasonably request.

Section 13. Dispute Resolution/Procedure.

Should any dispute arise under this Contract concerning the interpretation or application of the Contract or should any controversy, claim or counterclaim arise, then before the initiation of litigation, such dispute shall be submitted to the chief executive officers of the Parties for resolution. Each Party shall designate its chief executive officer. In the event no agreement is reached, the Parties shall have all remedies, either at law or in equity, including but not limited to an action for specific performance, mandamus, and/or injunction.

Section 14. General Provisions.

(a) Regulation.

This Contract, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

(b) Access and Information.

Duly authorized representatives of the Agency and Member shall be permitted to enter the other's premises at all reasonable times in order to carry out the provisions of this Contract.

The Agency and Member will promptly furnish each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information. Without limiting the generality of the foregoing, Member shall, upon request, furnish to the Agency all such information, certificates, engineering reports, feasibility reports, information relating to load forecasting and power supply planning, financial statements, opinions of counsel (including the opinion required by Section 12 hereof), official statements and other documents as shall be reasonably necessary in connection with any financial reporting by the Agency, or any issuance of Bonds or any other financing instruments and other contractual obligations undertaken by the Agency on behalf of the Participating Members.

Each Party may audit the books and records of the other Party upon reasonable request, and the cost shall be paid by the requesting Party.

Member shall assist the Agency in forecasting Member's power and energy requirements to be provided under this Contract. To this end Member shall promptly provide the Agency with notice of all anticipated changes in Member's electric load and shall provide the Agency with Member's projected future power and energy requirements in such form or for such periods as the Agency may from time to time request. Member also shall provide the Agency with all other

information reasonably sought by the Agency for the purpose of load forecasting and planning.

Member further agrees to provide such certificates and opinions as may be required by the Agency for any financing or other financial security.

(c) Compliance with Terms of Service.

Member agrees to comply with all terms and conditions of service applicable to sales of power and energy and/or transmission and wholesale distribution service procured by the Agency from any supplier for Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected. The Agency shall provide Member with a copy of all such terms and conditions of service.

(d) Demand-Side Programs.

Member agrees to cooperate with and endeavor to implement at Member's cost any demand-side, demand response, conservation, load management and similar programs of the Agency adopted in connection with the provision of service hereunder.

(e) Relationship to and Compliance with Other Instruments.

It is recognized by the Parties hereto that, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Power Supply System, the Agency must comply with the requirements of any Bond ordinance, any agreements for the purchase or transmission of power and energy, any agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System relating to the construction, operation or maintenance thereof and all licenses, permits and regulatory approvals necessary for such planning, financing, construction, acquisition, operation and maintenance, and it is therefore agreed that the Agency's performance under this Contract must be consistent with the terms and provisions of any Bond Ordinance, any such agreements for the purchase or transmission of power and energy (including any provisions for the curtailment or interruption of power and energy or transmission service contained therein), any such agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System and all such licenses, permits, and regulatory approvals.

(f) No Relationship Created

None of the provisions of this Contract is intended to create, nor shall it be deemed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Contract. Except as specifically provided for herein, neither Party, nor any of their respective officers, agents or employees, shall be construed to be an officer, agent or employee of the other, solely by reason of the existence of this Contract. Except as specifically provided for herein, neither Party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.

(g) Amendment.

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each Party to this Contract.

(h) Governing Law.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to any conflicts of law principles.

(i) Delays and Waivers.

The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting Party's obligation with respect to future performance of any other term shall continue in full force and effect. The failure of either Party to take any action permitted to be taken by it by this Contract shall not be construed as a waiver or relinquishment of that Party's right thereafter to take such action.

(j) Headings; References.

The headings used in this Contract are for convenience only and shall not constitute a part of this Contract. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this Contract.

(k) Severability.

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances,

the remainder of this Contract and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby. If any provision of this Contract is held invalid, the Parties agree to negotiate a revision to this Contract which to the extent possible restores the original intent of this Contract with respect to the invalid provision.

In the event that any of the terms, covenants or conditions of any Power Sales Contract for Participating Members (other than this Contract), or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, it is agreed by the Parties hereto that such invalidity shall have no effect whatsoever upon any of the terms, covenants or conditions of this Contract.

(1) Notices.

Any notice required or permitted under this Contract shall be in writing and shall be given by personal delivery, including by electronic mail; by private courier service, such as Federal Express or United Parcel Service; or by certified mail, return receipt requested, addressed as follows:

To the Agency: Illinois Municipal Electric Agency  
Attention: President & CEO  
3400 Conifer Drive  
Springfield, Illinois 62711  
e-mail: kgaden@imea.org

To Member: City of Peru  
Attention: Mayor  
1901 Fourth Street  
P.O. Box 299  
Peru, IL 61354

Either Party may, by written notice, designate a different or additional address for notices to it. All notices hereunder shall be effective only upon receipt by the Party to which notice is being given. If a Party declines or refuses to accept or otherwise frustrates reasonable attempts to make delivery of the notice, the notice shall be deemed to have been received and shall be effective as of the date one day after it was sent.

(m) Survivorship of Obligations.

The termination of this Contract shall not discharge either Party hereto from any obligation it owes to the other Party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed

(whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract.

Section 15. No Adverse Distinction

IMEA agrees that there shall be no adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Contract relating to Member as compared to other Participating Members; provided, however, that differences in treatment between Participating Members based on variances in cost of service determined by the Agency and other criteria as provided for in Section 3 shall not be considered an adverse distinction or undue discrimination for purposes of this Contract. Member's sole remedy for adverse distinction is pursuant to this Contract.

Section 16. Intergovernmental Freeze.

This Contract and the obligations hereunder shall not be subject to the Local Government Financial Planning and Supervision Act of the State of Illinois, or, to the extent permitted, to any other stay, moratorium, freeze or bankruptcy law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: \_\_\_\_\_  
President & CEO

ATTEST:

\_\_\_\_\_  
Assistant Secretary-Treasurer

CITY OF PERU, ILLINOIS

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

ATTEST:

\_\_\_\_\_  
City Clerk

**REVISED SCHEDULE A**

**ILLINOIS MUNICIPAL ELECTRIC AGENCY  
SERVICE SPECIFICATIONS**

**MEMBER: City of Peru, Illinois**

1. **Applicability.** These service specifications are applicable to the Power Sales Contract dated as of June 1, 1990 covering the supply and delivery of electric power and energy by the Agency to the City of Peru, Illinois, hereinafter referred to as the "Participating Member."
2. **Points of Delivery.** The Agency is obligated to deliver electric power and energy contracted for by the Participating Member at the following points and voltages, which are shown in the diagram under paragraph 5 hereof:

<u>Delivery Point Identity and Location</u>	<u>Delivery Voltage</u>
a) Ameren North LaSalle Substation	34.5 kV
b) Line side terminals of City's Switch, Ameren Line [REDACTED], Water St. Sub	34.5 kV
c) Line side terminals of City's Switch, Ameren Line [REDACTED], Water St. Sub	34.5 kV (N.O)
d) All dedicated generation	
(Units 5)	13.8 kV
(Units 11 – 15)	13.8 kV
(Units 16 & 17)	13.8 kV

3. **Points of Measurement.** The Agency shall meter electric power and energy delivered to the Participating Member as follows and as shown in the diagram under paragraph 5 hereof:

<u>Metering Point Identity and Location</u>	<u>Metering Voltage</u>
a) Ameren North LaSalle Substation	34.5 kV
b) Water St. Substation	34.5 kV
c) All dedicated generation	
(Units 5)	13.8 kV
(Units 11 – 15)	13.8 kV
(Units 16 & 17)	13.8 kV

4. **Adjustments.** Where electric power and energy are metered on the low side of a transformer at any Point of Delivery, meter readings for all electric power and energy supplied by the Agency at such metering point will be increased to compensate for transformer losses between the delivery voltage and the metering voltage.

If there are other losses between any Point of Measurement and any Point of Delivery, an appropriate loss factor will be used to compensate for losses.

5. **Diagram:** Following is a one-line diagram of the facilities at each Point of Delivery and Point of Measurement. The engineering and electric system design information contained in the attached one-line drawing classifies as Critical Electric Infrastructure Information (CEII) and it is not available for public inspection. A public version is attached for public records purposes.

Effective: \_\_\_\_\_

Approved: \_\_\_\_\_

Issued by: \_\_\_\_\_

**SCHEDULE B**

**ILLINOIS MUNICIPAL ELECTRIC AGENCY  
POWER SALES RATE SCHEDULE**

**TO BE APPROVED BY IMEA BOARD OF DIRECTORS IN THE FUTURE.**

## SCHEDULE C

### HYDROELECTRIC FACILITIES

This Schedule C is part of the Power Sales Contract between the Illinois Municipal Electric Agency and the City of Peru, Illinois dated \_\_\_\_ \_\_, \_\_\_\_.

#### Hydroelectric Capacity

Unit	Original Nameplate Rating (kW)	Average hourly unit production (kWh) (2020-2023)
Starved Rock Unit 1	1,900	1,433
Starved Rock Unit 2	1,900	681
Starved Rock Unit 3	1,900	241
Starved Rock Unit 4	1,900	1,410
Total	7,600	3,765

**SCHEDULE D**

**MEMBERS LONG TERM POWER CONTRACTS FOR SALES**

**CAPACITY PURCHASE AGREEMENT  
BETWEEN  
ILLINOIS MUNICIPAL ELECTRIC AGENCY  
AND THE  
CITY OF PERU, ILLINOIS**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the CITY OF PERU, ILLINOIS (“Member” or “Peru”), a municipal corporation created and existing under the laws of the State of Illinois. The Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, IMEA and Member have entered into a Power Sales Contract, dated the same day as this Capacity Purchase Agreement, pursuant to which Member has agreed to purchase and IMEA has agreed to provide and sell, subject to certain limitations, all of the electric power and energy required for the operation of Member’s municipal electric utility and to meet the full service obligation of Member’s service area for an initial term of October 1, 2035 through May 31, 2055, the term of which may be extended from time to time in the future, either automatically or by amendment; and

WHEREAS, Member owns certain electric generating units connected to its electric distribution system that are available for dedication to IMEA; and

WHEREAS, the parties hereto desire to enter into an Agreement that will make available to IMEA effective use of Member’s generating capacity on a year-round basis and for the duration of Member’s Power Sales Contract; and

WHEREAS, IMEA and Member have agreed to Terms and Conditions, attached hereto as Exhibit “A”, which are substantially the same as those in the Capacity Purchase Agreements that IMEA has entered or will enter into with other Participating Members that own and have dedicated all or a portion of their generating capacity to IMEA.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby mutually agree as follows:

1. The Board of Directors of IMEA shall adopt, approve, and provide for the implementation of the IMEA Member Generation Policy to govern the Generating Facilities dedicated to IMEA’s use under this Agreement and Capacity Purchase Agreements with other Participating Members. The Board shall have full authority to revise existing provisions of the Member Generation Policy, to add to the matters and things covered thereunder as circumstances warrant, and to reorganize and/or restate the Member Generation Policy. The IMEA Member Generation Policy shall be revised, or shall be deemed to have been revised, to comport with any new or revised requirements of the applicable RTO as they relate to the Member’s Generating Facilities.



2. The Member shall license, operate, and maintain, at its sole expense, the generating units (“Generation”) identified in Table “A” of Exhibit “A” attached hereto, connected to Member’s electric system through switchgear capable of operating in parallel with the utility grid. Table “A” identifies both Generation that is dedicated to IMEA hereunder as Dedicated Capacity and other Generation owned by Member, if any, that consists of either Non-Dedicated units or Emergency Only units as those terms are used from time to time under the then current IMEA Member Generation Policy.
3. The Generation identified as Dedicated Capacity on such Table “A” shall be treated as Dedicated Capacity under the terms and conditions set forth in Exhibit “A” attached hereto and incorporated herein by reference, and the IMEA Member Generation Policy in effect from time to time.
4. Member shall have sole responsibility for final determination of the suitability for service of the Generation. Member shall have sole responsibility for the safety of its workers on or about the Generation.
5. Member agrees to defend, indemnify, and hold harmless IMEA against any and all claims, liabilities, loss, damages, or expenses, including attorney’s fees, caused by, or resulting solely from the operation of the Generation covered by this Agreement unless such claims, liabilities, loss, damages, or expenses are directly attributable to willful, malicious, or grossly negligent acts of IMEA.
6. For environmental purposes, without waiving the permitting requirements set forth in the Terms and Conditions in Exhibit A, IMEA will determine each year a targeted maximum annual plant factor for Members’ generating units that are to be used as Dedicated Capacity (currently 10%), similar to how it has been done under IMEA Resolution #00-10-536 and Member shall license the Generation so as to be able to maintain at least such annual plant factor.
7. The Effective Date and delivery term of this Agreement shall be the same as the Power Sales Contract between Member and IMEA, which is a separate and distinct agreement between the Parties. The delivery term of this Agreement shall be extended to continue to match that of the Power Sales Contract as it may be extended from time to time in the future. Notwithstanding the foregoing, Member may terminate this Agreement with respect to any or all of the Generation with a 180-day notice to IMEA for the purpose of retiring or otherwise removing any or all of the Generation from Member’s system. Otherwise, this Agreement shall terminate upon mutual consent of the parties or upon termination of the Power Sales Contract between Member and IMEA. In the event this Agreement should be terminated or not be in effect for any reason, or if the Member for any reason is not entitled to payment for services rendered hereunder, the Power Sales Contract shall remain in full force and effect.

8. To the extent that any provision of this Agreement is deemed to be inconsistent with the provisions of Exhibit "A" hereof, the provisions of Paragraphs 1 through 7 of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, respectively, being thereunto duly authorized, as of the day, month and year first above written.

**ILLINOIS MUNICIPAL ELECTRIC AGENCY**

BY: \_\_\_\_\_  
President & CEO

ATTEST: \_\_\_\_\_  
Assistant Secretary/Treasurer

**CITY OF PERU, ILLINOIS**

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

## Exhibit "A"

### CAPACITY PURCHASE AGREEMENT

#### Terms and Conditions

##### SECTION 1 – DEFINITIONS

Definitions. The following terms when capitalized shall, for all purposes of this Agreement, have the following meanings:

Cost of Fuel shall mean the actual cost of fuel used as determined on a weighted average basis. The weighted average cost of fuel shall be defined as the cost of fuel on hand at the beginning of the month plus the cost of fuel received during the month, divided by the total quantity of fuel on hand and received during the month. The weighted average cost of fuel calculated in any month shall be used as the cost of fuel on hand for the following month. The cost of fuel shall include the cost of fuel in inventory and the expense of unloading the fuel from the shipping media. The cost of fuel in inventory includes the weighted average cost of fuel, freight, and other transportation expenses, including pipeline company charges or penalties related to restricted flow notices, excise taxes, and other expenses directly assignable to the cost of fuel. For all generation, the cost of transportation, in this usage, shall not include the cost of unloading the fuel, so as not to double count it.

Dedicated Capacity shall mean, with respect to any Generating Facility, the dependable capacity of such Generating Facility as established and revised from time to time by IMEA through tests performed pursuant to Section 3 hereof. As of any date, the preliminary Dedicated Capacity shall be the dependable capacity most recently established through such tests and shall be subsequently listed on Table A hereof, except that:

- For purposes of determining payments for the Dedicated Capacity/Capacity Credits, the amount of the Generation that is considered to be Dedicated Capacity shall be limited to the lesser of: (i) the net tested capability of the Generating Facilities listed under the category of Dedicated Capacity on Table A, as amended from time to time; (ii) such net tested capability as reduced by any limitations imposed under this Agreement and the IMEA Member Generation Policy for a replacement resource or other transfer that exceeded the allowed or approved amount, thereby creating non-dedicated capacity; (iii) the declared Dedicated Capacity for such Generating Facilities by the Member; (iv) the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) and allowed to be bid into the RTO's capacity auctions or used in an IMEA capacity or load management program; and (v) Member's highest peak demand (kW) from the previous three calendar years. Notwithstanding the foregoing, if IMEA or the Member has appropriate rights and/or approvals from the RTO and any other required entity for the members' Generating

Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added to the peak demand for purpose of the above determination. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing, and Table A will be or shall be deemed to be amended to reflect the new Dedicated Capacity amount for payment purposes.

Generating Facilities shall mean those generating facilities of Member which are listed (or if Table A has not been properly updated, those generating facilities of Member that should be listed) as Dedicated Capacity on Table A. Additional Generating Facilities may be added to Table A as Dedicated Capacity by the Member only with the written consent of IMEA, following approval by the IMEA Board of Directors, which approval and consent shall be determined in the Board's reasonable discretion. Where the Member's Generating Facilities or a portion thereof consist of one or more units of a common type (e.g. natural gas-fired steam generating units or internal combustion engines) such Generating Facilities shall be treated as a single Generating Facility for purposes of determining payments for Dedicated Capacity.

Point of Delivery shall mean any point at which IMEA shall be required to deliver power and energy to the Member as set forth in Schedule A of the Power Sales Contract, and will include the point of connection of each of the Generating Facilities and other Generation as listed on Table A.

Power Sales Contract shall mean the power sales contract, dated as of \_\_\_\_\_, \_\_\_\_\_, between IMEA and the Member pursuant to which IMEA sells to the Member, and the Member purchases from IMEA, capacity and energy on the terms and conditions set forth therein, as amended from time to time and/or Power Sales Contracts with other Participating Members, as the context requires.

Prudent Utility Practice shall mean any of the practices, methods and acts which, in the exercise of reasonable judgement in the light of the facts (including but not limited to any practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or acts, to the exclusion of all others, but rather to a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

Regional Transmission Organization or "RTO" shall mean the entity designated by the Federal Energy Regulatory Commission ("FERC") to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources (which shall include the Generating Facilities covered by this Agreement), and that controls the wholesale electric markets

for its area. The RTOs that currently control the areas where IMEA's Participating Members are located are Midcontinent Independent System Operator, Inc., or its successor ("MISO"), and PJM Interconnection, LLC, or its successor ("PJM"). At the execution of this Agreement, for those Participating Members that are served by Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

## **SECTION 2 – DEDICATED CAPACITY**

- (A) Commencing on October 1, 2035, Member shall make available to IMEA for use by IMEA and IMEA shall take delivery from Member of the Dedicated Capacity of each of Member's Generating Facilities.
- (B) The electrical output of the Dedicated Capacity shall be delivered to IMEA at Member's Points of Delivery.
- (C) Neither IMEA nor Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other Party's side of the Point of Delivery therefor and shall not, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by IMEA or Member of said electric power.
- (D) IMEA will not schedule the operation of Member's Generating Facilities at levels less than the minimum operating capacity of such Generating Facilities established in accordance with the provisions of Section 5(A) hereof.
- (E) The payment for Dedicated Capacity, Dedicated Capacity operation, dispatch, and the treatment of dedicated co-generation capacity under this agreement shall be in accordance with the provisions of Attachment I which is attached hereto and incorporated herein by reference.

## **SECTION 3 – TEST PROCEDURES**

The preliminary Dedicated Capacity in kW of a Generating Facility shall be determined through tests performed according to the requirements of the RTOs as reflected in the testing provisions of the IMEA Member Generation Policy, as the same may be modified from time to time. If the RTO requirements change in the interim between annual tests and require retesting before the next normally scheduled test, then tests to confirm the new preliminary Dedicated Capacity shall be performed as soon as practical after a revision of the RTO requirements. Table A will then be modified according to the results of the test. If the relevant RTO stops having testing requirements, IMEA shall establish such testing requirements in the Member Generation Policy, as considered and approved by the IMEA Board of Directors from time to time.

Tests will be conducted at least annually, or more often at the request of either party or as required by the relevant RTO; in no case will the test be performed more than twice in one year unless a test required by the relevant RTO is called by the RTO after 2 tests have already been completed. IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Member may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) can operate at the tested power factor during typical peak operations. Table A will then be modified according to the results of the test. Payment for the revised Dedicated Capacity shall begin on the later of May 1 or the first day of the month following the period in which the test was performed, and the test results were provided to and accepted by Member.

The tests shall be conducted jointly by representatives of IMEA and Member with Member personnel and equipment necessary to operate the Generating Facilities being furnished and paid for by Member.

#### **SECTION 4 – PAYMENT FOR DEDICATED CAPACITY**

- (A) Member Capacity Credits shall be determined in accordance with the provisions of Attachment I. The Board of Directors of IMEA shall review and, if necessary, revise the Member Capacity Credits along with its review of the Rate Schedules in the Power Sales Contract.
- (B) IMEA shall prepare and send to Member a statement showing the amounts due and payable for its Dedicated Capacity each month along with the bill for power supply under the Power Sales Contract. Payments will be in the form of credits on the Power Sales Contract bill unless requested otherwise by Member, in which case payments under this Agreement shall be due and payable on or before the 30<sup>th</sup> day following receipt of the statement. The form of the statement shall be specified by IMEA.
- (C) Should all or a portion of the Dedicated Capacity not be available to IMEA in any month due to equipment failure or breakdown, Member shall use its best efforts to correct such failure or breakdown as promptly as possible.
- (D) Dedicated Capacity of any Generating Facility removed from availability for scheduled maintenance procedures, testing and training may continue to receive monthly payments under certain circumstances if appropriate notice is given and approval granted by IMEA. The circumstances where payments will be withheld shall be as reasonably determined by the IMEA Board of Directors for different types and timing of outages as set forth in the IMEA Member Generation Policy in effect at that time, which may be amended from time to time.
- (E) If all or part of the Dedicated Capacity from any Generating Facility is unavailable for a continuous period of twelve (12) months other than due to its removal from availability by prior written notice to, and with the approval of IMEA, which period may be extended up to a total of twenty-four (24) months, or such longer period as allowed by the Agency's Board of Directors, in accordance with the then current Member Generation Policy, IMEA shall have the right to reduce the Dedicated Capacity for such Generating Facility for the

remainder of the term of this Agreement by the amount of such unavailability expressed in kilowatts and Table A shall be revised accordingly.

- (F) Reporting forms for Member to use in reporting costs and operational details to IMEA are included under Attachment II and shall be updated and amended from time to time by the Agency as required to comply with the policies, rules, and tariffs of the RTOs and/or as approved by the Agency's Board of Directors, as part of any amendments to the Member Generation Policy from time to time.

## **SECTION 5 – RESPONSIBILITIES OF MEMBER**

Member shall, without any additional charge to IMEA:

- (A) Operate its Generating Facilities in accordance with Prudent Utility Practice to provide Dedicated Capacity whenever called upon by IMEA, and in accordance with the IMEA Generation Policy as in effect at the time. The IMEA Generation Policy may be reviewed and revised from time to time.
- (B) Maintain its Generating Facilities and any of its other Generation that IMEA may allow to be used as replacement capacity in good and readily operable condition and place Dedicated Capacity in service following notice by IMEA, synchronized and operated in parallel with IMEA's interconnected electric system, which transmits electricity to Member, and operating at scheduled load without abnormal delays for the type of generation facilities involved and shall produce requested output from the Dedicated Capacity within notice and start times specified by appropriate IMEA staff representatives in accordance with the IMEA Generation Policy as in effect at that time, which may be amended from time to time .
- (C) Have manpower available to operate up to all of the Generating Facilities producing Dedicated Capacity when called upon by IMEA to do so.
- (D) Make all necessary and required modifications to meet present or future local, state, or federal laws and regulations to permit operation of Member's Generating Facilities to the level specified as Dedicated Capacity. If Member does not make such modifications, the amount of Dedicated Capacity in kW shall be reduced to reflect the inoperability of such Generating Facility and Table A shall be modified accordingly.
- (E) Operate the Dedicated Capacity for the production of electric energy only for sale to IMEA and only when requested by IMEA; provided, IMEA shall schedule Dedicated Capacity in accordance with the schedules initially set by the IMEA operations staff for testing or periodic exercising of equipment. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld. When transmission system failures prevent the delivery of electric power and associated energy to Member pursuant to the Power Sales Contract, Member may operate its Generating Facilities to provide for Member's requirements of power and energy during the period of such failures. Payments by IMEA for such power and energy shall be as required under Section 4 of this Agreement. Payments by Member for power and energy shall be as required under the Power Sales Contract.

- (F) Not schedule routine maintenance outages of all or any part of the Dedicated Capacity without prior written approval by authorized IMEA personnel in order that IMEA can schedule the operation of other available resources.
- (G) Exercise and test its Generating Facilities in accordance with the IMEA Generation Policy as is then currently in effect and as may be amended from time to time, and allow periodic inspections by IMEA at Member's Generating Facilities as required by IMEA from time to time and to demonstrate Dedicated Capacity according to tests required by Section 3 of this Agreement when requested by IMEA. Member may be subject to reasonable penalties under the Member Generation Policy for failure to exercise and/or failure to test designed to incentivize proper staff training, maintenance, and planning.
- (H) Prepare and submit to IMEA monthly reports concerning the Generating Facilities as may be reasonably requested and on forms provided by IMEA and to permit IMEA to cause an audit to be made of Member's books and records.
- (I) Install or cause to be installed the switches, controls, and other protective equipment necessary to protect Member's Generating Facilities when such Facilities are operating interconnected directly or indirectly with the interconnected electric system.
- (J) Maintain inventories of appropriate fuels as set forth in any approved operating provisions as adopted by IMEA. Such inventories will be based on the Generating Facility's expected generation output, consideration of Member's physical fuel handling facilities, and other economic or non-economic factors.
- (K) Maintain all relevant insurance on its Generating Facilities in accordance with Prudent Utility Practice.

Member has the right under Illinois law to incur indebtedness to facilitate compliance with this Section and this Agreement and to improve its electric utility system and nothing in this Agreement shall be construed as affecting that right.

## **SECTION 6 – RESPONSIBILITIES OF THE AGENCY**

- (A) IMEA shall notify or cause to be notified Member when it is to operate Generating Facilities and IMEA agrees to give Member as much advance notice of required operation as is feasible under the circumstances then existing. IMEA's scheduling of the operation of Generating Facilities shall be in accordance with the IMEA Member Generation Policy in effect from time to time.
- (B) The duration of operating time requested by IMEA shall be a minimum of two hours for combustion turbine and diesel generating facilities or eight hours for steam generating facilities. The Board of Directors of IMEA may establish different minimum and/or maximum notice and run times in its Member Generation Policy that is currently then in effect and as may be amended from time to time.
- (C) [Reserved]

- (D) IMEA's records and accounts shall be audited annually by a firm of independent public accountants of national reputation, to be employed by IMEA. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by Member at the principal office of IMEA.

## **SECTION 7 – METERING**

- (A) IMEA shall furnish or cause to be furnished, install, and maintain metering equipment at the Generating Facilities if IMEA deems it appropriate to be able to reliably schedule and invoice the output of the generation output. The metering equipment shall be used to measure and record the capacity and energy generated by Member's Dedicated Capacity for the account of IMEA. Such metering equipment shall provide a continuous record of the 60-minute integrated kW generated net output of Member's Dedicated Capacity during each billing period throughout the term of this Agreement. Such records shall be available at all reasonable times to authorized agents of Member.
- (B) When Member is operating its Generating Facilities, the metering equipment at the Generating Facilities will be used in conjunction with other metering provided for in the Power Sales Contract to measure and compute all power and energy transactions between Member and IMEA under this Agreement and the Power Sales Contract.
- (C) If IMEA installs such metering, IMEA shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals of not less than thirty-six (36) months. IMEA shall also make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by IMEA except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse IMEA for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test from the beginning of the first billing period which began after the next preceding metering test but in any case for no period longer than 90 days. Should any meter fail to register, the electric power and energy generated during such period of failure shall for billing purposes be estimated by IMEA from the best information available. IMEA shall notify Member or cause Member to be notified in advance of the time of any meter reading or test so that Member's representative may be present at such meter reading or test.

## **SECTION 8 – ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assigned by either party hereto without the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement shall relieve the parties of any obligations hereunder.

## **SECTION 9 – SEVERABILITY**

Should any part, term or provision of this Agreement be declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

## **SECTION 10 – GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any principles of Conflicts of Law.

## **SECTION 11 – HEADINGS**

The headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning hereof.

## **SECTION 12 – SURVIVORSHIP**

The termination of this Agreement shall not discharge either party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

## **SECTION 13 – NO ADVERSE DISTINCTION**

IMEA agrees that there shall be no adverse distinction and no undue discrimination in carrying out its obligations under or implementing this Agreement or the Member Generation Policy in effect at any time as may be amended from time to time relating to Member as compared to other members of IMEA. Payment of different amounts or of only limited elements of the Capacity Credits; (a) to Participating Members who executed full requirements Power Sales Contracts at different points in time, or (b)(i) for new generating units added to this Agreement as additional Dedicated Capacity at different points in time or (ii) units that are designed to be operated more, have favorable economics and for which a commitment is made to available for a greater level of dispatchability, shall not be deemed to be an adverse distinction or undue discrimination.

**Attachment I**

**ILLINOIS MUNICIPAL ELECTRIC AGENCY  
MEMBER CAPACITY CREDITS**

**PAYMENTS FOR DEDICATED CAPACITY**

1. a) Capacity Credits to Member for Dedicated Capacity shall be as follows:

Base Component -	\$2.00 per kW/mo.
Production Component -	\$1.20 per kW/mo. for diesel and combustion turbine capacity, or \$2.00 per kW/mo. for steam driven capacity
Fuel Reimbursement -	Actual fuel costs, in accordance with the definition of Cost of Fuel in Exhibit A , after implementation of a uniform accounting and reporting system

For purposes of calculating the Dedicated Capacity Payments, one month shall be considered equal to 30 days.

The amounts of the Base Component and the Production Component shall not be reduced below a total of \$3.20 per kW/mo. for diesel and combustion turbine capacity, and \$4.00 per kW/mo. for steam driven capacity.

The Production Components may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter.

The Base Component and Production Component shall be paid monthly for Member's Dedicated Capacity as defined in Exhibit A that is in operating condition and capable of being dispatched by the Agency, unless one or both Components are retained or withheld pursuant to the provisions of the IMEA Generation Policy in effect at that time as may be amended from time to time regarding outages of Generating Facilities or other situations where the units are inoperable, or unable or unwilling to respond to Agency dispatch.

- b) In addition to the Member Dedicated Capacity Payment/Credits above, the Agency shall make a Member Generation Payment, as follows:

Generation Payment =	3 Mills per kWh for all net generation scheduled by the Agency and delivered by the Generating Member (excluding generation for periodic exercising, maintenance, or testing including periodic capacity testing)
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The Generation Payment may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter in accordance with the review and possible adjustment made to the Production Component of the Dedicated Capacity Payment, as determined by reviewing the Participating Members' capital and ongoing costs, as well as then current energy and capacity market conditions.

c) All payments by the Agency to Participating Members for Dedicated Capacity and net delivered energy shall be based on net tested capability declared as capacity by the Participating Member, subject to the limitations contained in this Agreement and the IMEA Member Generation Policy as then in effect, which may be amended from time to time, herein, and net energy produced and delivered on behalf of the Agency, which shall exclude all internal station usage necessary to operate power plant equipment and auxiliaries.

For purposes of determining the net delivered energy, the Agency will subtract the incremental metered unit auxiliary load from metered gross unit output. It is the intent of this policy to encourage Agency Members to provide sufficient metering so that accurate individual unit auxiliary load requirements may be determined on an hourly basis. House power, defined in the Member Generation Policy as power plant loads when there is no gross generation, will be treated as municipal load during all hours.

IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Members may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) will operate at the tested power factor during typical peak operations, while at the same time maintaining any required distribution system operating conditions, such as power factor, that is then currently required by the RTO or the Transmission Owner to which the Member's system is connected, which requirements may change from time to time.

d) When dispatched by the Agency, Members shall be reimbursed their actual cost of fuel necessary to provide the Agency with the scheduled amount of net kilowatt hours leaving the scheduled unit(s), which shall include fuel reimbursement necessary to operate qualifying auxiliary and station power equipment. The Agency shall develop and issue to all Generating Members a revised uniform fuel cost reporting form, which shall be required to be submitted to IMEA by the Member each month in order to receive fuel reimbursement payments.

2. Dedicated Capacity Operation: Member agrees to operate its Dedicated Capacity for the production of electric energy only for sale to the Agency and only when requested by the Agency, provided the Agency shall schedule operation of Dedicated Capacity in accordance with schedules initially set by the Agency when the Agency determines testing or periodic exercising of equipment is necessary or appropriate. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld.

Participating Members with installed Dedicated Capacity consisting of internal combustion engines and combustion turbines shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operating training for a period not to

exceed eight (8) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of eight (8) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run. The Participating Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

Participating Members with installed Dedicated Capacity consisting of steam-driven turbine units shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operator training for a period not to exceed twenty-four (24) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of twenty-four (24) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run.

Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

The maximum monthly hours of allowable operation of Participating Member Dedicated Capacity for testing, exercising and operating training may be changed periodically by the IMEA Board of Directors. To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency in excess of the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, no further testing and periodic exercising of said units shall be allowed for the remainder of that month, unless it is approved by the IMEA.

To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency at levels less than the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, the allowable testing and periodic exercising periods of said units shall be reduced proportionately for the remainder of that month.

3. Dedicated Capacity Dispatch: The Agency agrees to dispatch Participating Member Dedicated Capacity along with its other power supply resources according to either (i) a not unduly discriminatory stacking order by region, (ii) local needs of the RTO, or (iii) economic dispatch principles, as determined by the IMEA Board of Directors. The Agency shall attempt to schedule continuous operation of Member Dedicated Capacity when called insofar as possible in accordance with Prudent Utility Practice and economic dispatch principles.

Whenever the Agency schedules operation of steam-driven turbine unit Dedicated Capacity of any Participating Member, such operation shall be scheduled for a minimum of twenty-four (24) continuous hours, or such lesser time as Participating Member may request, at a load level which at all times shall be equal to or greater than the minimum load level at which said units could reliably operate on a continuous basis. Such minimum reliable load levels shall be determined in a commercially reasonable manner and provided annually to the Agency by the Participating Member.

4. [Reserved]
5. **Dedicated Capacity Replacement:** Any Participating Member having Dedicated Capacity that was in service and fully operational on the effective date of the Power Sales Contract, and who determines that such capacity should be permanently retired from service, will be allowed to replace any or all of the Dedicated Capacity at any time; provided, however, that the total Dedicated Capacity following such replacement shall not be greater than what was in service prior to such replacement. The Participating Member will continue to receive capacity credits for all existing and replacement capacity under the terms and conditions herein. All development and capital costs associated with the replacement of existing Dedicated Capacity shall be the sole responsibility of the Participating Member.
6. **Dedicated Capacity Additions:** Any Participating Member desiring to add capacity to its system, through either the installation of new capacity or the replacement of existing Dedicated Capacity with units of greater capability, shall advise the Agency of its intentions at least one (1) year prior to the scheduled date of operation of such additional capacity or such other time as the IMEA Board of Directors shall allow. The IMEA Board of Directors shall determine, on a case-by-case basis, whether or not the Participating Member will receive capacity credits for Dedicated Capacity additions under the terms and conditions herein. In addition, the IMEA Board of Directors may establish and approve programs and/or initiatives to allow and/or encourage participating Members to add Dedicated Capacity for beneficial use in the Agency's mix of resources, subject to reasonable and not unduly discriminatory criteria and/or limitations, including but not limited to fixed payment amounts that may differ from the standard capacity credits for fixed periods of time and different dispatching protocols, and as may be changed from time to time by the IMEA Board of Directors. Such determination shall be based on the Agency's current and future power supply resources and obligations, and the effect of new capacity on the Agency's obligations and the effect of new capacity on the Agency's obligations and its rates to the Participating Members. All development and capital costs incurred with the addition of Dedicated Capacity shall be the sole responsibility of the Participating Member.
7. The current IMEA Member Generation Policy expands on the points addressed in the Attachment I that was added to the then current capacity purchase agreements in 1990 and upon which this Attachment I is based. The IMEA Board of Directors may continue to interpret and expand on the core principles in this Attachment I through the IMEA Member Generation Policy and through its other programs, policies, ordinances, and resolutions, as approved by the IMEA Board of Directors in the future as conditions change or as warranted.

**FUEL COST REIMBURSEMENT FORM**

Member: City of Peru

Reporting Period: \_\_\_\_\_

	Value (\$)	Quantity (Gal./Therm)	Heat Content (Btu)
[A] Balance of fuel oil at the beginning of the period: [1]			
[B] Fuel oil deliveries received during the period:			
[C] Total fuel oil available during the period: (A+B)			
[D] Average cost of the fuel oil: (\$/Gal.)			
[E] Fuel oil used for Agency reimbursable purposes:			
[F] Fuel oil used for Member or other purposes:			
[G] Total fuel oil used: (E+F)			
[H] Balance of fuel oil at the end of the period: (C-G) [2]			
[I] Average cost of the Natural Gas: (\$/Therm)			
[J] Natural gas used for Agency reimbursable purposes:			
[K] Natural gas used for Member or other purposes:			
[L] Total natural gas used: (J+K)			
[M] Total fuel used for Agency dispatch: (E+J)			
[N] Gross generation in the month: (kWh)			
[O] Average per kWh: (M/N)			

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

[1] From line H from prior months Fuel Cost Reimbursement Form.

[2] Transferred to line A in next month's Fuel Cost Reimbursement Form.

**TABLE “A”**

**City of Peru  
Dedicated Capacity and other Generating Units**

**Dedicated Capacity**

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
5	10,000/12,500	9,424
11	2,725/3,406	2,836*
12	2,725/3,406	2,856*
13	2,725/3,406	2,807*
14	2,725/3,406	2,814*
15	2,725/3,406	2,885*
16	2,725/3,406	2,805*
17	2,725/3,406	2,813*
Total	29,075/36,342	29,249 <sup>†</sup>
Net Declared Capability:		29,082
Dedicated Capacity (kW) for payment purposes:		29,082

\* The Peru units dedicated to the Agency have undergone a number of changes over the years, including new units brought in under the IRP 2000 program and then used as replacement units for retired units. At the current time, the combined Declared Net Capability of Units 11, 12, 13, 14, 15, 16 and 17 shall not exceed 19,658 kW. Unless the IMEA Board of Directors determines otherwise, this limitation shall continue for the delivery term of this Agreement.

<sup>†</sup> For purposes of the Dedicated Capacity Payment, Dedicated Capacity shall be limited to a maximum equal to the highest of the previous three (3) calendar years’ peak demand (kW) billed to Member, subject to any applicable replacement unit limitations as set forth in this Agreement and any declared lesser amount by Member; provided however if IMEA or the Member has appropriate rights and/or approvals from the RTO and/or the local Transmission Owner and any other required entity for the members’ Generating Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added back to the peak demand for purpose of the above determination; and provided further the maximum shall not exceed the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) into the RTO’s capacity auctions. Such Dedicated

Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing.

**Non-Dedicated Units**

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE

**Emergency Only Units.**

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
6	6,260/7,825	NA

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF PERU, ILLINOIS**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT**

**for the**

**ESTABLISHMENT AND ANNUAL ADMINISTRATION OF  
THE PERU MIDWEST INDUSTRIAL NEXUS  
TAX INCREMENT FINANCING  
(TIF) DISTRICT**

**by and between**

**THE CITY OF PERU, LA SALLE & BUREAU COUNTIES, ILLINOIS**

**and**

**JACOB & KLEIN, LTD.**

**and**

**THE ECONOMIC DEVELOPMENT GROUP, LTD.**

**ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF PERU, LA SALLE & BUREAU COUNTIES, ILLINOIS,  
ON THE 24<sup>TH</sup> DAY OF MARCH, 2025.**

ORDINANCE NO. \_\_\_\_\_

CITY OF PERU, ILLINOIS  
AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT  
for the  
ESTABLISHMENT AND ANNUAL ADMINISTRATION OF  
PERU MIDWEST INDUSTRIAL NEXUS TAX INCREMENT FINANCING (TIF)  
DISTRICT  
by and between  
THE CITY OF PERU, LA SALLE & BUREAU COUNTIES, ILLINOIS  
and  
JACOB & KLEIN, LTD.  
and  
THE ECONOMIC DEVELOPMENT GROUP, LTD.

PREAMBLE

**WHEREAS**, the City of Peru, LaSalle & Bureau Counties, Illinois, a Home Rule Municipality (the “City”) wishes to establish a Tax Increment Financing (TIF) District pursuant to the Tax Increment Allocation Redevelopment Act (the “Act”), 65 ILCS 5/11-74.4-1 *et. seq.*; and

**WHEREAS**, the City desires to engage the professional services of Jacob & Klein, Ltd. to render administrative services and legal advice and The Economic Development Group, Ltd. to render technical advice to assist the City in establishing and administering the **Peru Midwest Industrial Nexus TIF District**.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PERU, LA SALLE & BUREAU COUNTIES, ILLINOIS THAT:**

1. The Professional Services Agreement by and between the City of Peru, Jacob & Klein, Ltd. and The Economic Development Group, Ltd. (*Exhibit A* attached) is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Professional Services Agreement and the City Clerk of the City of Peru is hereby authorized and directed to attest such execution.
3. The Professional Services Agreement shall be effective on the date of its approval.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Peru, LaSalle & Bureau Counties, Illinois, this 24<sup>th</sup> day of March, 2025.

<b>CORPORATE AUTHORITIES</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Jeff Ballard				
Bob Tieman				
Jason Edgcomb				
Tom Payton				
Rick O'Sadnick				
Andy Moreno				
Jim Lukosus				
Mike Sapienza				
Ken Kolowski, Mayor				
<b>TOTALS:</b>				

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**EXHIBIT A is attached:** Professional Services Agreement by and between the City of Peru, LaSalle & Bureau Counties, Illinois and Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

**EXHIBIT A**

**Professional Services Agreement  
by and between  
The City of Peru, LaSalle & Bureau Counties, Illinois  
and  
Jacob & Klein, Ltd.  
and  
The Economic Development Group, Ltd.**

**PROFESSIONAL SERVICES AGREEMENT**

for the

**ESTABLISHMENT AND ANNUAL ADMINISTRATION OF  
PERU MIDWEST INDUSTRIAL NEXUS  
TAX INCREMENT FINANCING (TIF) DISTRICT**

by and between

**THE CITY OF PERU, LA SALLE & BUREAU COUNTIES, ILLINOIS**

and

**JACOB & KLEIN, LTD.**

and

**THE ECONOMIC DEVELOPMENT GROUP, LTD.**

**MARCH 2025**

**PROFESSIONAL SERVICES AGREEMENT**  
for the  
**ESTABLISHMENT AND ANNUAL ADMINISTRATION OF**  
**PERU MIDWEST INDUSTRIAL NEXUS TAX INCREMENT FINANCING (TIF)**  
**DISTRICT**  
by and between  
**THE CITY OF PERU, LA SALLE & BUREAU COUNTIES, ILLINOIS**  
and  
**JACOB & KLEIN, LTD.**  
and  
**THE ECONOMIC DEVELOPMENT GROUP, LTD.**

**THIS AGREEMENT** is entered into this 24<sup>th</sup> day of March, 2025, by and between the **CITY OF PERU, ILLINOIS**, an Illinois Home Rule Municipal Corporation (the “City”); and **JACOB & KLEIN, LTD.**, Bloomington, Illinois, an Illinois Professional Service Corporation (“J&K”); and **THE ECONOMIC DEVELOPMENT GROUP, LTD.**, Bloomington, Illinois, an Illinois Corporation (“EDG”). The City, J&K and EDG may hereinafter be referred to as the “Parties” to this Agreement.

**WHEREAS**, the City wishes to establish a Tax Increment Financing (TIF) District within the City pursuant to the Tax Increment Allocation Redevelopment Act (the “Act”), 65 ILCS 5/11-74.4-1 *et. seq.*; and

**WHEREAS**, the City desires to engage the professional services of J&K to render legal advice and EDG to render technical advice to assist the City in Establishing and Annually Administering a Tax Increment Financing Redevelopment Plan, Area, and Projects to be known as **PERU MIDWEST INDUSTRIAL NEXUS TIF DISTRICT**, or as otherwise named by City, (the “TIF District”).

**NOW, THEREFORE**, the Parties agree as follows:

1. **City to Engage J&K and EDG.** The City agrees hereby to engage the services of J&K and EDG for the purposes set forth herein and J&K agrees to provide all legal advice to EDG and the City to prepare or coordinate the preparation of Reports, the TIF District Redevelopment Plan, Notices and Documentation (including those reports prepared by other professionals) necessary to complete the Establishment and the Annual Administration of the TIF District Redevelopment Plan, Area and Projects as required pursuant to State Statutes and as outlined in *Exhibit 2. Professional Services Relating to the Establishment of the TIF District* and *Exhibit 3. Professional Services Relating to the Annual Administration of the TIF District*.
  - a. The Parties agree that J&K, as Attorneys, will undertake those responsibilities that require legal advice or preparation under this Agreement on behalf of the City or EDG. EDG is a separate corporate entity owned by Herbert J. Klein. Mr. Klein is also the owner of Jacob & Klein, Ltd. (J&K). The City is entering into this Agreement voluntarily and with informed consent after the opportunity to consult with independent counsel as to the ownership of both entities by Herbert J. Klein.

- b. J&K may, in addition, be retained by the City as its special attorney to perform other professional services outside the Scope of Services set forth herein, including representation of the City before State agencies or the Illinois Legislature. Such representation shall be at the Attorney's then current hourly rate for similar services or as otherwise agreed. Any such representation shall be pursuant to a written agreement between the Parties.
  - i. Legal services provided by J&K and/or consulting services provided by EDG relating to financing, including the issuance of Bonds involving the TIF District, will be billed separately from this Agreement and subject to the terms of any agreements related to such financing or Bonds.
  - ii. If retained as a Registered Municipal Advisor through a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes, and other financing alternatives, as well as arrange for Bond Counsel when required by the City.
  - iii. This Agreement does not include representation in any Court case resulting from the establishment of the TIF District Redevelopment Plan, Area or Projects or the Annual Administration of the TIF District.
- c. The total Fees and Reimbursable Costs to be paid hereunder by the City to J&K and EDG, when billed by each of the separate entities, will not be duplicated and will not exceed the total Fees and Reimbursable Costs provided for herein.
- d. The Parties agree that pursuant to *Section 5/11-74.4-3(q)(1)* of the Act, all Professional Fees and related Costs incurred by the City for Establishing and Annually Administering the TIF District are TIF eligible project costs and are fully reimbursable to the City from the real estate tax increment generated by the TIF District.
- e. The City hereby acknowledges that J&K and EDG are not responsible for monitoring and documenting matters relating to compliance with the Illinois Prevailing Wage Act, the Illinois Procurement Code, and any other wage and/or employment laws, to the extent such are applicable to any public or private project undertaken within the TIF District Redevelopment Project Area or the Area as may be amended in the future.

## **2. Establishment of the TIF District.**

- a. **Services.** J&K and EDG will provide services as outlined in *Exhibit 1* to Establish the TIF District.
- b. **Term.** This Professional Services Agreement for the Establishment of the TIF District shall commence immediately and shall continue until the presentation of the TIF District Redevelopment Plan and appropriate ordinances to the City Council for the Establishment of the TIF District.
- c. **Payment of Fees and Reimbursable Costs.** The total Base Professional Fee to be paid to J&K and EDG for the Establishment of the TIF District shall be **Forty-Seven**

**Thousand Five Hundred and 00/100 Dollars (\$47,500.00)**, plus Costs, and are to be paid by the City as follows:

- i. J&K and EDG shall be paid a total sum of **Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00)** upon execution of this Agreement.
- ii. J&K and EDG shall be paid an additional total sum of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** and Costs incurred to date, upon delivery of the proposed TIF Redevelopment Plan to the City.
- iii. The balance of the Professional Fee, of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, and the remaining Costs for the Establishment of the TIF District, shall be paid when the Plan and final Ordinances are presented to the City Council for passage.
- iv. All Reimbursable Costs incurred by J&K and EDG as part of the Establishment of the TIF District shall be reimbursed to J&K and EDG by the City, including all reasonable travel and subsistence expenses while away from Bloomington or Peru, Illinois, all photocopying, report binding, mailings, postage, and staff costs. For purposes of this Agreement, staff costs do not include the time of Attorneys Nic Nelson or Herb Klein (J&K), or the time of Steven Kline (EDG) while performing said Professional Services described in **Exhibit 1** subject to the following conditions:
  1. All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service. All other costs which are incidental to the establishment of the TIF District, including staff costs, photocopying and report binding, mailings, postage, and telecommunication charges, shall be reimbursed at the current rates then charged by J&K and EDG.
- v. The City understands and acknowledges that J&K and EDG will rely on the work of other professionals, including the City's Engineers and Attorney, to prepare reports and documentation needed for the TIF District Redevelopment Plan, Projects and Reports and other necessary documents; and that J&K and EDG shall rely on their professional expertise to prepare the TIF District Redevelopment Plan and present material and information necessary to the Establishment of the District. The City further understands that it may directly incur additional fees and costs for the Establishment of the TIF District which result from the involvement of other (i.e., non-J&K/EDG) professionals.

3. **Annual Administration of the TIF District.**

- a. **Services.** J&K and EDG will provide services as outlined in **Exhibit 2** to annually administer the TIF District.

- i. On an annual basis, all the legal review of documents and matters relating to the statutory compliance of public and private development activities occurring within the TIF District are provided by J&K in the Annual Administrative Fee. Other administrative functions will be provided by EDG. EDG will also provide financial feasibility analyses for new proposed private developments. J&K will provide legal services required in the preparation of new Redevelopment Agreements and other legal documents and legal opinions.
  - ii. To the extent possible, J&K and EDG will attempt to include in Private Redevelopment Agreements provisions allocating a portion of the Annual Administrative Fees, Annual Costs, and other fees to those Private Developments on a pro-rata basis determined by the increment generated by those Developments which have Redevelopment Agreements.
- b. **Term.** The term of the Annual Administrative Services provided in this Agreement shall be for three (3) years and shall commence immediately following the establishment of the TIF District. Thereafter, this Agreement shall automatically renew at the end of each three-year period during the life of the District as a roll-over, for a new period of three years, absent notice of non-renewal as provided herein. This Agreement as it relates to annual administrative services may be terminated by written notice of non-renewal from the City to J&K and EDG no later than one (1) year prior to the end of each contract period. If the City provides J&K and EDG written notice of non-renewal less than one (1) year prior to the end of a contract period, then J&K and EDG shall not be responsible for preparing and filing the TIF District Annual Report relating to the current fiscal year in which notice of non-renewal is received. Upon receiving written notice of non-renewal, J&K and EDG are to provide to the City a final invoice for professional fees and costs incurred as of the date of the termination.
- c. **Payment of Annual Administrative Fee and Reimbursable Costs.**
  - i. The Annual Administrative Fee to be paid by the City to J&K and EDG for the Annual Administration of the TIF District shall be seven thousand five hundred dollars (\$7500.00) paid as set forth in sub-paragraph iii. This Annual Fee shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2025** as the base year.
  - ii. In addition to the Annual Administrative Fee, all Reimbursable Costs incurred by J&K and EDG as part of the Annual Administration of the TIF District shall be reimbursed to J&K and EDG by the City, including all reasonable travel and subsistence expenses while away from Bloomington or Peru, Illinois, all photocopying, report binding, mailings, postage, and staff costs. Such are to be reimbursed at customary rates charged by J&K or EDG. For purposes of this Agreement, staff costs do not include the time of Attorneys Herb Klein or Nic Nelson (J&K) or of Steven Kline (EDG) while performing

said Professional Services described in **Exhibit 3** and subject to the following conditions:

1. All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service. All other costs which are incidental to the administration of the TIF District, including staff costs, photocopying and report binding, mailings, postage, and telecommunication charges, shall be reimbursed at the current rates then charged by J&K and EDG.
- iii. For Annual Administrative Fees and Annual Administrative Costs, J&K and EDG shall bill the City on a quarterly basis. For the purpose of this Agreement, Quarterly Billings shall occur as follows:

Service Period	Billing Month
January, February, March	April
April, May, June	July
July, August, September	October
October, November, December	December

- iv. Annual Administrative Fees shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2025** as the base year and prorated in equal installments for purposes of determining quarterly billings.
  - d. The City understands that J&K and EDG shall rely on the work of others, including the City's Administrator, City Engineer, Clerk, Auditors and Attorney; the County Assessors and County Clerks; the Illinois Department of Revenue (IDOR); the Illinois Department of Commerce and Economic Opportunity (DCEO); the Illinois Comptroller's Office and the Illinois State Board of Education for information and documentation necessary for the Annual Administration of the TIF District. The City further understands that it may directly incur additional fees and costs for the Annual Administration of the TIF District which result from the involvement of other (non-J&K/EDG) professionals.
  - e. To the extent possible, J&K and EDG will attempt to include in Private Redevelopment Agreements provisions allocating a portion of the Annual Administrative Fees and Annual Costs to those Private Developments on a *pro-rata* basis determined by the increment generated by those Developments which have Redevelopment Agreements within the TIF District.
4. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether, or not, to seek advice of counsel with respect to the Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement. Titles of the several parts, paragraphs, sections,

or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

5. **Titles of Paragraphs.** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
6. **Amendments to this Agreement.** J&K/EDG and the City agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may be reasonably required by the Parties hereto for carrying out the intention of or facilitating the performance of this Agreement. The Parties hereto may therefore amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.
7. **Entire Agreement.** The Terms and Conditions set forth in this Agreement supersede all prior oral and written understanding and constitute the entire Agreement between the Parties with respect to the subject matter hereof.
8. **Binding Upon Successors in Interest.** This Agreement shall be binding upon all the Parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.
9. **Notices.** Notices or demands hereunder shall be in writing and shall be served by (a) personal delivery, or (b) certified mail, return receipt requested to the following addresses, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be three (3) business days after the date of delivery of said notice to the United States Post Office.

City of Peru  
% City Clerk  
1901 Fourth Street  
Peru, IL 61354  
Ph: (815) 223-0061

Jacob & Klein, Ltd. and  
The Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, IL 61704  
Ph: (309) 664-7777

10. **Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.
11. **Choice of Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of LaSalle County, Illinois.
12. **Warranty of Signatories.** The signatories of this Agreement warrant that they have full authority to execute this Agreement and to bind the entity for which they are signing and agree to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

13. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**IN WITNESS WHEREOF**, the City, J&K, and EDG have executed this Professional Services Agreement on the day and year above written.

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

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

Attest: \_\_\_\_\_  
City Clerk

**JACOB & KLEIN, LTD.**, an Illinois Professional Service Corporation:

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

**THE ECONOMIC DEVELOPMENT GROUP, LTD.**, an Illinois Corporation:

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

## EXHIBIT 1

### PROFESSIONAL SERVICES RELATING TO THE ESTABLISHMENT OF THE TIF DISTRICT

Services to be provided to the City by J&K and EDG relating to the Establishment of the TIF District are set forth as follows:

1. J&K shall provide City with legal advice regarding the establishment of the TIF District on an on-call, as needed basis.
2. EDG shall provide City with technical consultation regarding the establishment of the TIF District on an on-call, as needed basis.
3. Create an estimated schedule and timeline for completing the required procedure to establish the TIF District.
4. Work with local elected officials, City staff and engineers to define the Redevelopment Project Area (TIF District Boundary).
5. Consult on any necessary Annexation Agreement(s) with City Attorney and Private Developer(s), if any.
6. Prepare the TIF District Redevelopment Plan. EDG will collect a variety of information from the City and, with J&K, draft the TIF Redevelopment Plan. Local officials will provide historical information, access to legal descriptions, street maps/aerial tax maps, engineering opinion letters, descriptions and estimated costs of potential public and private projects, potential private development build-out rates, property tax bills, assessment data, and identification of officials' properties and other City records as necessary to establish the TIF District.
  - a. Evaluate the statutory and financial feasibility of creating the TIF District and incorporate such findings in the Redevelopment Plan. The City has indicated it does not intend to displace ten (10) or more inhabited residential units for any redevelopment projects occurring within the TIF District. Therefore, this Agreement does not provide for the preparation of a separate Feasibility Study or Housing Impact Study. If conditions change, thereby requiring a separate Feasibility Study or Housing Impact Study, such services shall be provided by J&K and EDG per *Section 2(c)(iv)* above, unless this Agreement is otherwise amended per *Section 4*.
7. Organize and conduct the first meeting of the Joint Review Board.

8. Consult with the Taxing Districts, upon request, to determine and analyze the potential impact, evaluate alternative approaches for assisting the districts and prepare necessary Intergovernmental Agreements, if required.
9. Assist the City with negotiating Private Redevelopment Agreements with potential Developers.
10. Assist the City with creating Interested Parties Registries as required.
11. Prepare and send all Notices to taxing bodies, taxpayers, residences within 750 feet of the proposed TIF District, and to those individuals or organizations listed on the Interested Parties Registries.
12. Prepare and arrange for the City Clerk all publications required of the City.
13. Moderate Public Meeting(s) as required or necessary.
14. Conduct Public Hearing to review the proposed TIF District with the public.
15. Draft and present to the City all required Ordinances to create the TIF District.

*(The remainder of this page is intentionally blank.)*

## EXHIBIT 2

### **PROFESSIONAL SERVICES RELATING TO THE ANNUAL ADMINISTRATION OF THE TIF DISTRICT**

Services to be provided to the City by J&K and EDG relating to the Annual Administration of the TIF District are set forth as follows:

1. Provide the City with on-call legal and consulting services on matters relating to the TIF District as needed.
2. Consult with and coordinate administrative activities with City's Administrator, City Clerk, City Engineer, City Attorney, CPA, Mayor, and other officials as required.
3. Track and monitor the growth of annual Real Estate and Sales Tax (if appropriate) Increments within the TIF District.
4. Negotiate terms of TIF Reimbursements and prepare Redevelopment Agreements with Developers.
5. Consult with Developers regarding TIF Redevelopment Agreements and Reimbursements.
6. Communicate with Developers and the County Supervisor of Assessments to review improvements, paid tax bills and changes in Equalized Assessed Valuations.
7. Advise City on matters relating to Developer Reimbursements (e.g., verify paid property tax bills and eligible project costs, and advise the municipality to make payments).
8. Provide City with a Public Requisition/Payment Approval process.
9. Advise City on matters relating to payments to other taxing bodies under Intergovernmental Agreements.
10. Prepare, certify, and submit Annual TIF District Reports to the Office of the Illinois Comptroller.
11. Provide legal opinion (J&K) on matters relating to Annual Reports to State Comptroller as required by the TIF Act.
12. Prepare TIF District Annual Reports for submission to City and other taxing districts.
13. Conduct City's Annual Joint Review Board Meetings with Taxing Bodies as required by the TIF Act.

14. Work with the Taxing Districts, upon request, to determine and analyze potential financial impacts, evaluate alternative approaches for assisting the districts and prepare necessary Intergovernmental Agreements.
15. Prepare TIF Increment Projections for City and Reimbursement Estimates for Developers.
16. If retained as a Registered Municipal Advisor per a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes, and other financing alternatives, as well as arrange for Bond Counsel when required by City or Developer. All professional services related to the issuance of Bonds will be additional, subject to separate agreements and billed at the then applicable rates.

*(The remainder of this page is intentionally blank.)*

**CITY OF PERU, ILLINOIS  
PROPOSED PERU MIDWEST INDUSTRIAL NEXUS TAX INCREMENT  
FINANCING (TIF) DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

**INDUCEMENT RESOLUTION**

**WHEREAS**, the City of Peru, LaSalle & Bureau Counties, Illinois, a Home-Rule Municipality, (the “City”) has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration by promoting the development of private investment in property, thereby increasing the real estate tax base of the City and providing employment for its citizens; and

**WHEREAS**, Illinois statute (65 ILCS 5/8-1-2.5) allows a municipality to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, rehabilitate, market and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“Tax Increment”) or from other City revenues; and

**WHEREAS**, the City is considering a request for tax increment financing assistance from a Private Industrial company (the “Company”) who proposes to develop a facility located on a parcel of land with current parcel index number of 11-32-200-000 within the City of Peru (the “Project”), as further detailed in the attached Exhibit A; and

**WHEREAS**, said proposed Project is to be located on land which the City intends to include within the proposed Peru Midwest Industrial Nexus Tax Increment Financing District (“Peru Midwest Industrial Nexus TIF District”) Redevelopment Project Area (the “Area”); and

**WHEREAS**, based upon the Company’s proposed project, evaluation of infrastructure needs, and information provided to date, the Mayor and City Council of the City of Peru find that the above-mentioned development cannot be developed without the assistance of a new Tax Increment Financing District and

**WHEREAS**, the City is authorized under the Act to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plans and projects and to finance redevelopment project costs provided such project costs are eligible under the Act; and

**WHEREAS**, Company, or its assignee or subsidiaries is proposing a private redevelopment project within the proposed Peru Midwest Industrial Nexus TIF District for purposes including, but not limited to, the following:

- Undertaking a project that will complement the City of Peru’s design and implementation of both short-term and long-term municipal plans to achieve desired land use and community and economic development objectives; and
- Addressing blighted conditions to stimulate redevelopment to effectively eradicate and institute conservation measures that will remove and alleviate adverse conditions and encourage private investment as well as enhance the tax base of taxing districts within the Area; and
- Creating new jobs for the community; and
- Encouraging economic development within the City; and

**WHEREAS**, redevelopment of property within the Area will entail expenditures of substantial time, effort, and money and that but for the assistance of tax increment financing, the proposed Project is not financially feasible; and

**WHEREAS**, the Project is to be undertaken within the Area to be established by the City to assist in financing of eligible public and private redevelopment project costs per the Act and as incurred after the date of this Resolution; and

**WHEREAS**, this Resolution is intended to induce the Company or its successor or assignee to proceed with the Project and to seek reimbursement from incremental increases in real estate tax revenue or the proceeds of debt incurred by the City or from other sources as may be agreed to between the City and the Company which are necessary to accomplish the goals of the proposed Peru Midwest Industrial Nexus TIF District Redevelopment Plan, Area and Projects (collectively the “TIF Plan”) as may be established by the City; and

**WHEREAS**, the City Council has examined the proposed area and believes that expenditures of development costs in furtherance of the potential TIF Plan should be allowable project costs under the TIF Plan, provided that this Resolution is not a guarantee of the amount of project costs that will be allowable, if any, but rather is an indication of the intent and sense of the City at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Peru, LaSalle & Bureau Counties, Illinois, as follows:

1. That the intentions of the City of Peru regarding this Project as expressed in the recitals herein are hereby approved; provided however, that neither such intentions, affirmations, authorizations nor such recitals are binding upon the City nor may the same be relied upon to any entity’s or person’s detriment by such entity or person whether third person or otherwise in the event that the aforementioned agreements or plans are not mutually attainable.
2. That the Mayor and City Council of the City of Peru are in favor of the proposed Project.
3. The City shall proceed and use its best efforts to establish the Peru Midwest Industrial Nexus Tax Increment Financing District Redevelopment Plan, Project, and Area (subject to City designation of final name of District) to include Company’s identified Property and Project. The City and the Company shall also use their best efforts to enter into a Development Agreement, and provided that such agreement is approved, those future TIF eligible project costs incurred by the Company from the date of this Resolution, and those TIF eligible project costs incurred by City regarding this matter, may be reimbursed to the Company and City from an appropriate Special Tax Increment

Allocation Fund and shall thereby constitute an incurred obligation of the City of Peru pursuant to Sections 5/11-74.4-4(b) and (j) of the Act as the parties may agree.

4. The provisions of this Resolution shall be effective commencing with its adoption as provided by law.

**PASSED, APPROVED AND ADOPTED** by the Corporate Authorities of the City of Peru, LaSalle & Bureau Counties, Illinois, by its Home-Rule Authority, on the 24<sup>th</sup> day of March, A.D., 2025, and deposited and filed in the Office of the City Clerk of said City of Peru on that date.

<b>CORPORATE AUTHORITIES</b>	<b>AYE VOTE</b>	<b>NAY VOTE</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Jeff Ballard				
Jason Edgcomb				
Rick O'Sadnick				
Tom Payton				
Bob Tieman				
Andy Moreno				
Jim Lukosus				
Mike Sapienza				
Ken Kolowski, Mayor				
<b>TOTAL VOTES:</b>				

**APPROVED:** \_\_\_\_\_ Date \_\_\_\_/ \_\_\_\_ / 2025  
 Mayor

**ATTEST:** \_\_\_\_\_ Date: \_\_\_\_/ \_\_\_\_ / 2025  
 City Clerk

 **EAKAS CORPORATION**

6251 State Route 251  
Peru, Illinois 61354  
Phone 815 223-8811 • Fax 815-223-8898

March 18, 2025

Hon. Ken Kolowski, Mayor  
City Council  
City of Peru  
1901 Fourth Street  
P.O. Box 299  
Peru, IL 61354

Dear Mayor and Council Members:

As you are aware, Eakas Corporation is considering undertaking a large development in Peru that would involve investing approximately \$50,000,000.00 of which approximately \$32,000,000.00 would be to construct an approximate 500,000 plus/minus square foot facility and create approximately 80 new full-time jobs in addition to numerous construction jobs. The construction would occur on a parcel directly west of our current facility (PIN 11-32-200-000). The improvements contemplated are not financially feasible, but for financial assistance to the project and to the required infrastructure improvements to public utilities and roadway improvements necessary to serve the project that the City may make available through a new Tax Increment Financing District that encompasses the parcel.

We believe that the proposed improvements will generate a significant increase in the property's assessed valuation and create significant new employment opportunities and ultimately be of benefit to all taxing bodies overlapping the proposed TIF District Area. Therefore, please be advised that we are prepared to undertake this project as currently proposed if the City of Peru will proceed with negotiating a Development Agreement with our company and continue with its best good faith efforts to include the above-described property in the proposed TIF District.

Sincerely,

  
\_\_\_\_\_  
Jeff Wagner, Vice-President  
Eakas Corporation

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Peru, Illinois 61354  
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Sincerely,

---

Jeff Wagner, Vice-President  
Eakas Corporation

# PROCLAMATION

**WHEREAS**, sexual violence is a serious crime that affects people of all races, ages, gender identities, socio-economic levels, religions, backgrounds, beliefs and abilities; and

**WHEREAS**, sexual violence includes a range of actions, including sexual harassment, sexual abuse, and sexual assault; and

**WHEREAS**, the trauma of sexual violence has long lasting impact on survivors, their support system, and our community; and

**WHEREAS**, every 68 seconds, a person in the United States is sexually assaulted; and

**WHEREAS**, in the United States, one in three women and one in six men will experience some form of contact sexual violence in their lifetime; and

**WHEREAS**, Safe Journeys (formerly, ADV & SAS) provided free, confidential services to more than 123 survivors of sexual violence and their supportive people in 2024 in LaSalle and Livingston Counties; and

**WHEREAS**, Safe Journeys provided prevention education to more than 7,356 people in 2024;

**WHEREAS**, the (insert name of County or town) is an important partner in Safe Journeys' vision to create a community where people thrive in safe and healthy relationships; and

**NOW, THEREFORE, BE IT RESOLVED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, the City of Peru, proclaims the month of April 2025 as SEXUAL ASSAULT AWARENESS MONTH.

Given under my signature and the seal of at the city of Peru, this 24<sup>th</sup> day of March 2025.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the Seal of the City of Peru, to be affixed.

Dated the 24<sup>th</sup> day of March 2025

\_\_\_\_\_ Mayor

\_\_\_\_\_ City Clerk