

ORDER OF BUSINESS

City Council
City of Wood River
111 N. Wood River Avenue

April 1, 2024
7:00 P.M.
Wood River, IL 62095

PUBLIC HEARING ON MADISON COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT

The purpose of this hearing is to receive citizen comments on the Madison County
Community Development Block Grant for the Edwardsville Road Water Line Improvement Project.

- 1) Public Hearing called to order by Mayor Tom Stalcup
- 2) Project Highlights from City Manager
- 3) Comments by citizens
- 4) Adjournment

AGENDA

- 1) Roll Call: Tom Stalcup
David Ayres Bill Dettmers
Jeremy Plank Scott Tweedy
- 2) Approval of the minutes of the regular meeting of March 18, 2024, as printed.
- 3) Approval of the bills submitted for payment for the period March 14, 2024, to March 27, 2024, as printed. (Expenditures pertaining to the Local Government Travel Expense Control Act: None)
- 4) PRESENTATIONS:
Mayor Stalcup will present a Certificate of Recognition to Captain Leonard Revelle on his retirement after 30 years with the Wood River Fire Department.

Mayor Stalcup will present a Certificate of Recognition to Arron Weber for his 25 years of service to the Wood River Police Department.

Mayor Stalcup will present a Certificate of Recognition to B&W Heating & Cooling for their 75 years of business in the City of Wood River.
- 5) OATH OF OFFICE: City Clerk Danielle Sneed will administer the Oath of Office to newly appointed Probationary Firefighter Ethan Michael.
- 6) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 7) Approval of an ordinance amending the City Code 90-7, Title XV: Land Usage, Chapter 159: Vacant Structure Registration, amending Section 159.010 Required Liability Insurance.
- 8) Approval of an ordinance adopting the City Manager's revised budget for Fiscal Year 2024-25 beginning May 1, 2024.
- 9) Approval of an ordinance authorizing the execution of a Funding Obligation for Water Line Improvements on Edwardsville Road from Haller Street to Whitelaw Avenue, as submitted by the City Manager.

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- 10) Approval of a resolution authorizing the Mayor to execute all necessary documents to apply for the Community Development Block Grant (CDBG) funds from Madison County for the Edwardsville Road Water Line Improvement project, as submitted by the City Manager.
- 11) Approval of a Fair Housing resolution as a part of the application for the Madison County Community Development Block Grant, as submitted by the City Manager.
- 12) Approval of an ADA Transition Plan resolution as a part of the application for the Madison County Community Development Block Grant, as submitted by the City Manager.
- 13) Approval of a resolution authorizing the execution of an Intergovernmental Agreement between the City of Wood River and Wood River – Hartford School District No. 15 for a Student Resource Officer, as submitted by the Police Chief.
- 14) Approval of a resolution authorizing the execution of a contract between the City of Wood River and OSF Healthcare for onsite marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation.
- 15) Approval of a resolution authorizing the City of Wood River to enter a Professional Services Contract with Great Rivers & Routes Tourism Bureau for purposes of tourism promotion and development in the City of Wood River, as submitted by the City Manager.
- 16) Approval of a recommendation from Mayor Stalcup to appoint Ryan Smith of 823 N. Wood River Avenue to the Plan Commission with a term to expire May 2024.
- 17) Approval of a request to hold a Downtown Street Festival on Ferguson Avenue from Wood River Avenue to Second Street on Saturday, May 18, 2024, from 12:00pm to 9:00pm, as submitted by the Wood River Business Alliance.
- 18) Old Business
- 19) New Business
- 20) Adjournment

If prospective attendees require an interpreter or other access accommodation needs, please contact the Wood River City Clerk's Office at 618-251-3100 no later than 48 hours prior to the commencement of the meeting to arrange the accommodations.

March 18, 2024

PUBLIC HEARING
FY 24/25 PROPOSED BUDGET

Mayor Tom Stalcup called a Public Hearing to order at 7:00 p.m. with the recital of the Pledge of Allegiance. The purpose of this Public Hearing is to receive citizen comments on the City Manager's 24/25 Fiscal Year Proposed Budget, as required by City Code and State Statutes. Copies of the proposed budget have been on file in the City Clerk's Office and at the Wood River Public Library.

Mayor Stalcup reminded the audience that for Public Hearings, citizens' comments shall be limited to the citizens comment section of the agenda, and there shall be no outbursts, speaking, clapping or noise making during the Public Hearing. He also reminded the audience to please not talk amongst themselves as the City would like everyone in attendance to be able to hear everyone clearly, and the comment section of the Public Hearing is for comments only and is not a question and answer format.

City Manager Steve Palen gave highlights for the Proposed Budget for Fiscal Year 24/25. Total expenses proposed are \$31,230,472, which represents a decrease of 14.85% from Fiscal Year 23/24. Operating expenses total \$19,267,972 and capital expenses total \$11,962,499. Of these expenses, \$8,774,896 are General Fund operating expenses. The General Fund has a projected ending reserve of \$5,295,657, which is approximately seven months of operating reserve. General Fund revenues exceed expenditures by \$164,357. The Proposed Budget as a whole is balanced in that revenues of \$34 million are used to offset the \$31 million in expenditures. Reserves have been used to offset the expenditures in excess of revenues resulting from increased costs to manage the City, fund capital projects, and provide necessary infrastructure repairs and replacements.

There being no further comments, the Public Hearing adjourned at 7:03 p.m.

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:04 p.m. on Monday, March 18, 2024. The Clerk called the roll and reported that the following members were:

- PRESENT: David Ayres
- Bill Dettmers
- Jeremy Plank
- Scott Tweedy
- Tom Stalcup

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

Councilman Tweedy moved to approve the minutes of the regular meeting of March 4, 2024, as printed, seconded by Councilman Dettmers, and approved by the following vote:

- AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
- NAYS: None (0)

APPROVAL OF BILLS:

Councilman Ayres moved to approve the bills submitted for payment for the period February 29, 2024, to March 13, 2024, as printed, seconded by Councilman Plank, and approved by the following vote:

AYES: Ayres, Plank, Tweedy, Stalcup (4)
NAYS: None (0)
ABSTAIN: Dettmers (1)

FINANCIAL STATEMENT ENDING FEBRUARY 29, 2024:

Councilman Tweedy moved to approve the Financial Statement ending February 29, 2024, as printed, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

APPROVAL OF 3rd QUARTER INVESTMENT REPORT:

Councilman Dettmers moved to approve the 3rd Quarter Investment Report for the period May 1, 2023, to January 31, 2024, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

CITIZEN/CITY OFFICIAL COMMENTS:

Thomas Randolph has lived in the City of Wood River for over 20 years. He is concerned about high-speed internet availability in the City. He stated that Charter Spectrum has been the only high-speed internet service in town since he has lived in the City of Wood River. He stated that every year he checks to see what options are available because prices are always going up and he is always looking for ways to save money. The current Charter Spectrum pricing for their lowest tier is \$84.99 per month for 300 Mbps internet service and it is an additional \$20.00 per month to upgrade to the 500 Mbps internet service. To upgrade to their gigabit internet service, it is another \$30.00 totaling \$115.00 per month. He stated that the Village of East Alton recently had a company come in called Clear Wave Fiber that offers fiber internet speeds to their residents. That same company is in Edwardsville, Collinsville, Alton, and in other communities around the City of Wood River but not currently offered in the City. With Clear Wave Fiber services, residents can get one gigabit internet service for \$70.00 per month. He then stated that Charter Spectrum, as the only internet provider in town, is allowed to set their own rates. He was able to get a discount of \$25.00 per month from Charter Spectrum and he looked to see if there are other companies in the area that offer internet service but found no other options. He would like to know if there is anything the City of Wood River can do to end Charter Spectrum's monopoly.

Jeff Cooper thanked the City for posting the entire agenda packet on the City website. He asked if the ordinance on the agenda tonight for the Vacant Structure Registration applies to commercial buildings. He stated that there are a lot of buildings in the City that look vacant and asked if the City is going to post something on the vacant buildings indicating that they are vacant letting the citizens know that the City is addressing the building. He thinks it would be a good idea to have notices posted letting the citizens know whether a building has been inspected.

REPORTS/COMMENTS FROM CITY OFFICIALS:

Mayor Stalcup congratulated Missy Bell-Yates for being recognized in the Emerging Women's

Leadership Conference held in Springfield last week. He recognized Ms. Bell-Yates, the owner of Rustic Roots, for being a long-time business owner in Wood River and for her business being a platform for many local artists and crafters to sell their products and creations. Rustic Roots retails companies that support charities, recycle, repurpose, and give back. He described Ms. Bell-Yates as an emerging entrepreneur and a community leader in Wood River. Congratulations, Ms. Bell-Yates!

Mayor Stalcup thanked the Wood River Moose Lodge for cleaning up along Wesley Drive. The City of Wood River appreciates their hard work.

City Manager Steve Palen welcomed the new Assistant Park and Recreation Director, Tyler Lafferty. Tyler came to the City of Wood River from the Village of East Alton, and he is going to be a great asset to the Parks and Recreation Department. Welcome, Tyler!

ORDINANCE NO. 24-10: AMENDING THE CITY CODE 90-7, TITLE XV: LAND USAGE, ADDING CHAPTER 159: VACANT STRUCTURE REGISTRATION:

Councilman Ayres moved to approve an ordinance amending the City Code 90-7, Title XV: Land Usage, Adding Chapter 159: Vacant Structure Registration, seconded by Councilman Plank, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

ORDINANCE NO. 24-11: AMENDING THE CITY CODE 90-7, TITLE IX: GENERAL REGULATIONS, CHAPTER 95: PARKS AND RECREATION, ADDING SECTION 95.06, ENTITLED RATES AT BELK PARK GOLF COURSE:

Councilman Dettmers moved to approve an ordinance amending the City Code 90-7, Title IX: General Regulations, Chapter 95: Parks and Recreations, Adding Section 95.06, entitled Rates at Belk Park Golf Course, seconded by Councilman Tweedy, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

RESOLUTION NO. 2044: DECLARING THE STRUCTURE(S) LOCATED AT PARCEL ID 19-2-08-27-05-101-009, COMMONLY KNOWN AS 143 E. PENNING, WOOD RIVER, IL 62095, UNSAFE AND A PUBLIC NUISANCE AND AUTHORIZING THE PROSECUTING ATTORNEY TO PROCEED WITH LEGAL ACTION:

Councilman Ayres moved to approve a resolution declaring the structure(s) located at Parcel ID 19-2-08-27-05-101-009, commonly known as 143 E. Penning, Wood River, IL 62095, unsafe and a public nuisance and authorizing the Prosecuting Attorney to proceed with legal action, as submitted by the Building and Zoning Administrator, seconded by Councilman Tweedy, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

RESOLUTION NO. 2045: AUTHORIZING THE EXECUTION OF AN ELECTRICITY SUPPLY AGREEMENT WITH CONSTELLATION NEWENERGY, INC. FOR THE WOOD RIVER RECREATION CENTER:

Councilman Tweedy moved to approve a resolution authorizing the execution of an electricity supply agreement with Constellation NewEnergy, Inc. for the Wood River Recreation Center, as submitted by the City Manager, seconded by Councilman Ayres

Councilman Dettmers asked when this agreement becomes effective.

City Manager Steve Palen stated that it becomes effective at the beginning of April 2024 and will run through the end of the City's aggregation program which ends in November 2026.

The resolution was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

RESOLUTION NO. 2046: AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH HOMEFIELD ENERGY AS RECOMMENDED BY THE CITY OF WOOD RIVER'S CONSULTANT GOOD ENERGY LP FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS:

Councilman Ayres moved to approve a resolution authorizing the execution of a service agreement with Homefield Energy as recommended by the City of Wood River's Consultant Good Energy LP for the supply of electricity for residential and small commercial retail customers, as submitted by the City Manager, seconded by Councilman Dettmers, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

RESOLUTION NO. 2047: APPROVING AN AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR A RIGHT OF ENTRY FOR SURVEY AND EXPLORATION:

Councilman Ayres moved to approve a resolution approving an agreement with the Department of the Army for a Right of Entry for survey and exploration, as submitted by the City Manager, seconded by Councilman Tweedy

Councilman Dettmers clarified that the area for this agreement is Enviro Tech Park and asked what the intention is for the agreement.

City Manager Steve Palen explained that their intention is to reestablish the old Wood River Channel that went through that site but instead of cutting through the site in the meandering fashion it used to be in, the City is looking at granting them an easement on the northern part of the property because there is an option on that property for potential development so the City does not want them to cut right through the middle of the site.

The resolution was approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

APPROVED: REQUEST TO HOLD THE POLICE DEPARTMENT 5K DOWNTOWN:

Councilman Tweedy moved to approve a request to hold the Police Department 5K Downtown on Ferguson Avenue to various streets on Saturday, May 18, 2024, from 12:00 p.m. to 2:30 p.m., as submitted by the Wood River Police Association, seconded by Councilman Plank, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)

NAYS: None (0)

APPROVED - RECOMMENDATION TO AWARD THE 2024-2025 MFT MAINTENANCE BIDS:

Councilman Dettmers moved to approve a recommendation to award the 2024-2025 MFT Maintenance Bids, as submitted by the City Manager, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

APPROVED: RECOMMENDATION FROM MAYOR STALCUP TO APPOINT NANCY DONA OF 2 BERRY LANE TO THE WOOD RIVER COMMUNITY APPEARANCE BOARD WITH A TERM TO EXPIRE MAY 2025:

Councilman Dettmers moved to approve a recommendation from Mayor Stalcup to appoint Nancy Dona of 2 Berry Lane to the Wood River Community Appearance Board with a term to expire May 2025, seconded by Councilman Tweedy, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

APPROVED: RECOMMENDATION FROM MAYOR STALCUP TO APPOINT DAN DONA OF 2 BERRY LANE TO THE WOOD RIVER COMMUNITY APPEARANCE BOARD WITH A TERM TO EXPIRE MAY 2025:

Councilman Tweedy moved to approve a recommendation from Mayor Stalcup to appoint Dan Dona of 2 Berry Lane to the Wood River Community Appearance Board with a term to expire May 2025, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

SET PUBLIC HEARING ON THE MADISON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT:

Councilman Ayres moved to approve setting a Public Hearing on the Madison County Community Development Block Grant for Monday, April 1, 2024, at 7:00pm before the regularly scheduled Council Meeting, seconded by Councilman Plank, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Tweedy, Stalcup (5)
NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 7:19 p.m.

Mayor

City Clerk

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INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
LEGISLATIVE				
LEGISLATIVE EXP				
1713	WAL-MART COMMUNITY	SODA, WATER, COFFEE	10-11-4-0599	173.64
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-11-4-0511	166.67
5242		POSTAGE - POSTAGE MACHINE	10-11-4-0511	166.67
		TOTAL LEGISLATIVE EXP		506.98
		TOTAL LEGISLATIVE		506.98
ADMINISTRATION				
ADMINISTRATION EXP				
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-12-4-0511	166.67
5242		POSTAGE - POSTAGE MACHINE	10-12-4-0511	166.67
6135	ACC BUSINESS	2/11-3/10/2024 - TELEPHONE	10-12-4-0786	134.75
6195	KRISTEN ORBAN-BURNS	3/10-3/16/2023 - MARKETING	10-12-4-0792	600.00
6195		3/18-3/24/2023 - MARKETING	10-12-4-0792	600.00
		TOTAL ADMINISTRATION EXP		1,668.09
		TOTAL ADMINISTRATION		1,668.09
FINANCE				
FINANCE EXP				
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-13-4-0511	79.16
5242		POSTAGE - POSTAGE MACHINE	10-13-4-0511	79.16
6062	LINK COMPUTER CORPORATION	APRIL 2024 - MUNI LINK	10-13-4-0792	1,915.72
6135	ACC BUSINESS	2/11-3/10/2024 - TELEPHONE	10-13-4-0786	134.75
6309	GREAT AMERICA FINANCIAL SVCS.	APRIL 2024 - POSTAGE METER	10-13-4-0863	191.00
		TOTAL FINANCE EXP		2,399.79
		TOTAL FINANCE		2,399.79
ANIMAL CONTROL				
ANIMAL CONTROL EXP				
2749	CLEARY'S SHOES & BOOTS	BOOTS - CADET SCHULTZ	10-14-4-0594	119.99
4730	MADISON COUNTY ANIMAL CARE	JAN/FEB 2024 - ANIMAL PICK UPS	10-14-4-0747	245.00
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-14-4-0511	25.00
5242		POSTAGE - POSTAGE MACHINE	10-14-4-0511	25.00
		TOTAL ANIMAL CONTROL EXP		414.99
		TOTAL ANIMAL CONTROL		414.99
LEGAL				
LEGAL EXP				
6284	LEWIS BRISBOIS BISGAARD&SMITH	LEGAL SERVICES	10-15-4-0721	780.00
		TOTAL LEGAL EXP		780.00
		TOTAL LEGAL		780.00
BUILDING AND ZONING				
BUILDING AND ZONING EXP				
4039	ACE HARDWARE OF BETHALTO	WEED KILLER, SCREWS	10-16-4-0589	48.57
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-16-4-0511	150.00
5242		POSTAGE - POSTAGE MACHINE	10-16-4-0511	150.00
5420	D&D TIRE SERVICE LLC.	FLAT REPAIR - B&Z VEHICLE	10-16-4-0719	30.00
6135	ACC BUSINESS	2/11-3/10/2024 - TELEPHONE	10-16-4-0786	67.38
6243	CODY ELLIS	CODE ENFORCEMENT CLASS	10-16-4-0679	20.00
		TOTAL BUILDING AND ZONING EXP		465.95
		TOTAL BUILDING AND ZONING		465.95

INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET LIGHTING				
STREET LIGHTING EXP				
100	GRP WEGMAN COMPANY	SIGNAL REPAIR-E'VILLE&WR AVE	10-17-4-0759	111.36
100		SIGNAL REPAIR-6TH ST & E'VILLE	10-17-4-0759	111.36
100		SIGNAL REPAIR-WESLEY&MEMORIAL	10-17-4-0759	222.72
TOTAL STREET LIGHTING EXP				445.44
TOTAL STREET LIGHTING				445.44
CAPITAL IMPROVEMENTS				
CAPITAL IMPROVEMENTS EXP				
1194	SUPERIOR FENCE & ORNAMENTAL	FENCE (5) - VAUGHN HILL	10-18-4-0885	1,892.24
TOTAL CAPITAL IMPROVEMENTS EXP				1,892.24
TOTAL CAPITAL IMPROVEMENTS				1,892.24
CITY HALL MAINTENANCE				
CITY HALL MAINTENANCE EXP				
2159	CHARTER COMMUNICATIONS	3/22-4/21/2024-111 N WR AVE	10-19-4-0786	211.18
3049	ENVIRONMENTAL AIRE SERVICES	AIR FRESHENERS (4) - CITY HALL	10-19-4-0752	24.00
348	CR SYSTEMS	PAPER PRODUCTS	10-19-4-0541	40.00
348		TRASH LINERS	10-19-4-0541	54.35
348		PAPER PRODUCTS	10-19-4-0541	65.65
591	UNIFIRST FIRST AID + SAFETY	REPLENISH FIRST AID KIT	10-19-4-0552	152.05
6135	ACC BUSINESS	2/11-3/10/2024 - TELEPHONE	10-19-4-0786	202.12
868	MIKE'S	INSTALL TIMERS ON GENERATOR	10-19-4-0792	347.02
TOTAL CITY HALL MAINTENANCE EXP				1,096.37
TOTAL CITY HALL MAINTENANCE				1,096.37
STREET MAINTENANCE				
STREET MAINTENANCE				
1060	ROD'S SERVICE INCORPORATED	O2 & ACETYLENE	10-21-4-0544	20.26
1713	WAL-MART COMMUNITY	TIDE, HANDSOAP, PAPER TOWELS	10-21-4-0544	108.49
1713		HEATER	10-21-4-0599	33.00
2159	CHARTER COMMUNICATIONS	3/7-4/6/2024-14TH ST INTERNET	10-21-4-0786	231.03
348	CR SYSTEMS	PAPER PRODUCTS,CLEANING CLOTHS	10-21-4-0544	223.00
3984	AUTO ZONE	BRAKE CLEANER & FLUID	10-21-4-0529	52.43
4039	ACE HARDWARE OF BETHALTO	SWEEPER PARTS	10-21-4-0529	8.04
4039		SWEEPER PARTS	10-21-4-0529	3.40
4039		SAW HORSES (2)	10-21-4-0589	59.38
4680	MC KAY AUTO PARTS	WHEEL DOLLY	10-21-4-0589	252.49
4680		FILLER HOSE - SWEEPER	10-21-4-0589	60.40
4732	FARM & HOME SUPPLY	PANTS (3)	10-21-4-0594	76.97
4732		UNIFORM PANTS - HARTMAN	10-21-4-0594	39.99
5353	EJ EQUIPMENT, INC	SLACK ADJUSTOR	10-21-4-0529	197.94
5420	D&D TIRE SERVICE LLC.	TIRES (4) - F-150 STREET DEPT	10-21-4-0719	753.60
58	ALTON EQUIPMENT RENTAL	CHAINSAW CHAIN	10-21-4-0589	27.99
5978	RUSH TRUCK CENTERS OF MISSOURI	SPRING BRACKET	10-21-4-0529	89.65
5978		MODULE	10-21-4-0529	710.56
6170	IACAL EQUIPMENT INC	FLOW BLADE	10-21-4-0529	995.02
84	WOODY'S MUNICIPAL SUPPLY	SENSORS - 2 TON	10-21-4-0529	123.93
TOTAL STREET MAINTENANCE				4,067.57
TOTAL STREET MAINTENANCE				4,067.57
PARKS AND RECREATION				
PARKS AND REC EXP				
1713	WAL-MART COMMUNITY	CLOCK & BATTERIES-ROUNDHOUSE	10-24-4-0519	49.93
1713		FOLDERS,LABELS-EASTER EVENT	10-24-4-0303	2.38
1713		LIGHT BULBS - ROUNDHOUSE	10-24-4-0549	3.94
2159	CHARTER COMMUNICATIONS	2/3-3/2/2024 - 633 N WR AVE	10-24-4-0786	89.99
2159		3/3-4/2/2024 - 633 N WR AVE	10-24-4-0786	89.99

INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND RECREATION				
PARKS AND REC EXP				
2159		3/3-4/2/2024 - 312 LINTON	10-24-4-0786	89.99
3049	ENVIRONMENTAL AIRE SERVICES	AIR FRESHENERS (2) - RH	10-24-4-0752	12.00
333	BUDGET SIGNS TROPHIES & PLAQUE	MEMORIAL BENCH PLAQUE-SAWYER	10-24-4-0305	56.00
6237	ON SITE COMPANIES, INC	2/17-3/15/2024 - 6TH ST PARK	10-24-4-0792	110.00
6237		2/17-3/15/2024 - BELK	10-24-4-0792	185.00
6237		2/17-3/15/2024 - ROTARY	10-24-4-0792	289.00
854	METRO SUPPLY & EQUIPMENT	TABLE COVER, 8 OZ CUPS	10-24-4-0565	187.93
854		TABLE COVERING - EASTER EVENT	10-24-4-0303	95.04
TOTAL PARKS AND REC EXP				1,261.19
TOTAL PARKS AND RECREATION				1,261.19
PARK MAINTENANCE				
PARK MAINTENANCE EXP				
1104	SIEVERS EQUIPMENT COMPANY	TRACTOR REPAIR	10-25-4-0719	443.87
1713	WAL-MART COMMUNITY	TIRES (4) - FORD F-150	10-25-4-0719	279.00
4039	ACE HARDWARE OF BETHALTO	2-CYCLE MIX-WEED EATERS,BLOWER	10-25-4-0564	39.98
5420	D&D TIRE SERVICE LLC.	WHEEL - BRUSH HOG	10-25-4-0529	75.00
5547	ADVANCE STORES CO., INC	TRAILER LIGHTS - RED TRAILER	10-25-4-0529	58.89
5547		OIL, FILTER, WIRE TERMINALS	10-25-4-0529	61.70
5547		OIL & FILTER - F-250 TRUCK	10-25-4-0529	37.56
5547		OIL, STARTING FLUID	10-25-4-0529	49.22
5547		OIL, FILTERS - MOWERS	10-25-4-0529	56.66
TOTAL PARK MAINTENANCE EXP				1,101.88
TOTAL PARK MAINTENANCE				1,101.88
DISASTER PREP				
DISASTER PREP				
100	GRP WEGMAN COMPANY	REPLACE SIREN BATTERY - 14TH	10-26-4-0799	328.00
2214	ROB'S DISCOUNT MUFFLERS	BATTERIES (6) - WEST END SIREN	10-26-4-0599	1,110.00
TOTAL DISASTER PREP				1,438.00
TOTAL DISASTER PREP				1,438.00
POLICE				
POLICE				
1713	WAL-MART COMMUNITY	STORAGE CONTAINERS (3)	10-27-4-0549	49.41
1713		GLASS CLEANER	10-27-4-0541	18.96
1713		PRISONER FOOD	10-27-4-0592	56.76
1713		A WEBER - LUNCHEON	10-27-4-0599	87.98
333	BUDGET SIGNS TROPHIES & PLAQUE	SIGN REPLACEMENT-RECORDS	10-27-4-0599	42.00
4039	ACE HARDWARE OF BETHALTO	SNAP HOOKS - FLAGPOLE	10-27-4-0599	12.58
4039		INNER TUBE - DOLLY	10-27-4-0549	17.98
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-27-4-0511	141.67
5242		POSTAGE - POSTAGE MACHINE	10-27-4-0511	141.67
591	UNIFIRST FIRST AID + SAFETY	REPLENISH FIRST AID KIT	10-27-4-0552	17.10
5980	AARON BURNS	SHADOW BOX - POLICE DEPT	10-27-4-0599	59.17
5990	AT&T MOBILITY	FEBRUARY 2024 - CELL PHONES	10-27-4-0786	826.49
6135	ACC BUSINESS	2/11-3/10/2024 - TELEPHONE	10-27-4-0786	134.75
868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	10-27-4-0792	860.20
868		GENERATOR REPAIR	10-27-4-0792	355.95
946	RAY O'HERRON COMPANY	CLASS A UNIFORM - #167	10-27-4-0594	580.64
946		CLASS A UNIFORM - #171	10-27-4-0594	139.12
981	UTILITRA	LAPTOP BATTERIES (2)	10-27-4-0527	268.38
981		BATTERIES (3) - MDT LAPTOPS	10-27-4-0527	467.97
TOTAL POLICE				4,278.78
TOTAL POLICE				4,278.78

FIRE

INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE				
FIRE EXP				
100	GRP WEGMAN COMPANY	RELOCATE POWER-GARAGE DOORS	10-28-4-0916	5,250.00
1713	WAL-MART COMMUNITY	CAKE,CUPCAKES-REVELLE LUNCHEON	10-28-4-0599	50.93
2159	CHARTER COMMUNICATIONS	3/22-4/21/2024-501 E E'VILLE	10-28-4-0786	433.54
2950	INDUSTRIAL SOAP COMPANY	PINK FOAM SOAP	10-28-4-0541	211.46
299	BANNER FIRE EQUIPMENT	DEEP COLD ISSUE VALVES - 4213	10-28-4-0719	3,082.86
299		CROSSFIRE MONITOR GAUGE	10-28-4-0589	84.75
333	BUDGET SIGNS TROPHIES & PLAQUE	SERVICE AWARD - L REVELLE	10-28-4-0599	94.00
333		ACCOUNTABILITY TAGS - BLOCH	10-28-4-0519	14.25
3452	WADE STAHLHUT	LUNCHEON FOOD - L REVELLE	10-28-4-0599	23.69
3551	LEO ELLEBACHT COMPANY	BUNKER GEAR NAME PANEL - HORYN	10-28-4-0595	109.79
4524	NATE KAMP	LUNCHEON FOOD - L REVELLE	10-28-4-0599	118.98
4524		LUNCHEON FOOD - L REVELLE	10-28-4-0599	26.43
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-28-4-0511	25.00
5242		POSTAGE - POSTAGE MACHINE	10-28-4-0511	25.00
5547	ADVANCE STORES CO., INC	MOULDING TAPE-PUMP PANEL 4214	10-28-4-0529	8.44
5583	SHRED-IT ST. LOUIS	SHREDDING - FIRE STATION	10-28-4-0792	49.03
5698	JEWELL PSYCHOLOGICAL SERVICES	PRE EMP PSYCH EVAL - E MICHAEL	10-28-4-0498	450.00
6159	R.S. HUGHES CO., INC.	MEDIUM GLOVES	10-28-4-0551	218.50
6159		LARGE & X LARGE GLOVES	10-28-4-0551	437.00
6246	AIRGAS USA, LLC (S144)	CYLINDER RENTAL	10-28-4-0551	51.77
6246		OXYGEN	10-28-4-0551	23.80
778	LEON UNIFORM COMPANY	UNIFORM ITEMS - HORYN	10-28-4-0594	121.00
778		UNIFORM ITEMS - BLOCH	10-28-4-0594	100.50
868	MIKE'S	VALVE-COLUMN,RELEASE - 4213	10-28-4-0529	117.25
		TOTAL FIRE EXP		11,127.97
		TOTAL FIRE		11,127.97
POLICE COMMUNICATIONS				
POLICE COMMUNICATIONS EXP				
2159	CHARTER COMMUNICATIONS	3/22-4/21/2024 - 550 MADISON	10-40-4-0786	2,377.11
		TOTAL POLICE COMMUNICATIONS EXP		2,377.11
		TOTAL POLICE COMMUNICATIONS		2,377.11
		TOTAL GENERAL FUND		35,322.35
MOTOR FUEL TAX				
MFT				
MFT EXP				
1734	CARGILL INCORPORATED	ROAD SALT	21-00-4-0550	16,104.80
6110	NEW FRONTIER MATERIAL LLC	CAO6 ROCK	21-00-4-0554	145.24
		TOTAL MFT EXP		16,250.04
		TOTAL MFT		16,250.04
		TOTAL MOTOR FUEL TAX		16,250.04
INSURANCE				
INSURANCE				
INSURANCE EXP				
6058	IPBC	APRIL 2024 - DENTAL INSURANCE	23-00-4-0846	4,338.16
6058		APRIL 2024 - HEALTH INSURANCE	23-00-4-0845	106,666.86
6058		APRIL 2024 - VISION INSURANCE	23-00-4-0850	430.47
6058		APRIL 2024 - ADMIN EXPENSE	23-00-4-0840	43.65
6058		APRIL 2024 - LIFE INSURANCE	23-00-4-0844	431.13
		TOTAL INSURANCE EXP		111,910.27
		TOTAL INSURANCE		111,910.27
		TOTAL INSURANCE		111,910.27

INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
WATER				
PUBLIC SERVICES ADMIN				
WATER REVENUES				
T0001341	H.E. MARKS	652 E LORENA - CREDIT REFUND	30-00-2-0305	3.90
T0001341		652 E LORENA - CREDIT REFUND	30-00-2-0306	6.38
T0001342	FREDA A MARKS	623 E LORENA - CREDIT REFUND	30-00-2-0305	3.44
T0001342		623 E LORENA - CREDIT REFUND	30-00-2-0306	5.50
T0001345	LANCE DEMOND	973 E PENNING - CREDIT REFUND	30-00-2-0301	14.17
T0001345		973 E PENNING - CREDIT REFUND	30-00-2-0305	3.29
T0001345		973 E PENNING - CREDIT REFUND	30-00-2-0306	8.65
TOTAL WATER REVENUES				45.33
PUBLIC SERVICES ADMIN EXPENSES				
1099	SHEPPARD MORGAN & SCHWAAB	2/4-3/2/2024 - FEMA MAPS	30-00-4-0725	1,343.50
2159	CHARTER COMMUNICATIONS	3/22-4/21/2024-100 ANDERSON	30-00-4-0786	289.94
2159		3/22-4/21/2024-100 ANDERSON	30-00-4-0786	39.09
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	30-00-4-0511	54.17
5242		POSTAGE - POSTAGE MACHINE	30-00-4-0511	54.17
5632	WELLS FARGO VENDOR FIN SERV	COPIER LEASE - 3/20-4/20/2024	30-00-4-0751	92.00
5632		COPIER LEASE - 2/20-3/20/2024	30-00-4-0751	92.00
6233	ODP BUSINESS SOLUTIONS, LLC	PRINTER INK	30-00-4-0512	36.14
TOTAL PUBLIC SERVICES ADMIN EXPENSES				2,001.01
TOTAL PUBLIC SERVICES ADMIN				2,046.34
WATER DISTRIBUTION				
WATER DISTRIBUTION EXPENSES				
1084	SCHULTE SUPPLY INCORPORATED	WATER LINE SURVEY	30-31-4-0916	16,666.66
1099	SHEPPARD MORGAN & SCHWAAB	1/28-3/9/2024-PH 2 STATE ST	30-31-4-0916	2,255.00
1713	WAL-MART COMMUNITY	BINDERS	30-31-4-0519	8.97
2600	CORE & MAIN LP	METER PROGRAMMER	30-31-4-0581	692.04
2600		METER CHARGER	30-31-4-0581	140.00
2749	CLEARY'S SHOES & BOOTS	BOOTS - HOPKINS	30-31-4-0594	218.45
3490	COMMUNITY SEED & FEED COMPANY	TOP SOIL	30-31-4-0599	38.00
4039	ACE HARDWARE OF BETHALTO	KEYS	30-31-4-0599	13.98
4732	FARM & HOME SUPPLY	UNIFORM PANTS - DONOHOO	30-31-4-0594	39.99
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	30-31-4-0511	100.00
5242		POSTAGE - POSTAGE MACHINE	30-31-4-0511	100.00
5682	TIMOTHY DONOHOO	SWCWPOA MARCH 2024 MEETING	30-31-4-0659	15.00
5707	MICAH D. REDMAN	SWCWPOA MARCH 2024 MEETING	30-31-4-0659	15.00
6123	RANDY HOPKINS	SWCWPOA MARCH 2024 MEETING	30-31-4-0659	15.00
865	MIDWEST MUNICIPAL SUPPLY	REPAIR CLAMPS	30-31-4-0589	996.88
TOTAL WATER DISTRIBUTION EXPENSES				21,314.97
TOTAL WATER DISTRIBUTION				21,314.97
WATER PLANT				
WATER PLANT EXPENSES				
100	GRP WEGMAN COMPANY	BOILER BLOWER MOTOR REPAIR	30-32-4-0719	692.84
2159	CHARTER COMMUNICATIONS	3/11-4/10/2024-SCADA INTERNET	30-32-4-0786	203.08
4216	MLDS	QUICKLIME DELIVERY	30-32-4-0798	1,040.96
4557	TITAN INDUSTRIAL CHEMICALS LLC	WEED KILLER	30-32-4-0531	511.25
4732	FARM & HOME SUPPLY	MOWER BLADE	30-32-4-0531	24.99
4732		SPRAYER	30-32-4-0589	39.99
TOTAL WATER PLANT EXPENSES				2,513.11
TOTAL WATER PLANT				2,513.11
TOTAL WATER				25,874.42
SEWER				
SEWER				
SEWER REVENUES				
T0001341	H.E. MARKS	652 E LORENA - CREDIT REFUND	40-00-2-0304	2.56
T0001342	FREDA A MARKS	623 E LORENA - CREDIT REFUND	40-00-2-0304	2.26

INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
SEWER				
SEWER				
SEWER REVENUES				
T0001345	LANCE DEMOND	973 E PENNING - CREDIT REFUND	40-00-2-0305	18.17
T0001345		973 E PENNING - CREDIT REFUND	40-00-2-0304	2.16
TOTAL SEWER REVENUES				25.15
TOTAL SEWER				25.15
SEWER COLLECTIONS				
SEWER COLLECTIONS EXPENSES				
4163	AMEREN ILLINOIS	2/7-3/7/2024-1917 E E'VILLE RD	40-41-4-0783	294.72
4732	FARM & HOME SUPPLY	UNIFORMS - CRUTCHLEY	40-41-4-0594	130.97
4757	M & M SERVICE CO	HYDRAULIC OIL - VACTOR	40-41-4-0529	113.00
TOTAL SEWER COLLECTIONS EXPENSES				538.69
TOTAL SEWER COLLECTIONS				538.69
TOTAL SEWER				563.84
REFUSE				
REFUSE				
REFUSE REVENUES				
T0001341	H.E. MARKS	652 E LORENA - CREDIT REFUND	49-00-2-0308	12.81
T0001342	FREDA A MARKS	623 E LORENA - CREDIT REFUND	49-00-2-0308	14.55
T0001343	MATTHEW NEWTON	600 E FERGUSON - CREDIT REFUND	49-00-2-0308	25.65
T0001344	MICHAEL BROWN	5 JONESWAY - CREDIT REFUND	49-00-2-0308	82.83
T0001345	LANCE DEMOND	973 E PENNING - CREDIT REFUND	49-00-2-0308	16.21
TOTAL REFUSE REVENUES				152.05
TOTAL REFUSE				152.05
TOTAL REFUSE				152.05
GOLF COURSE				
GOLF CLUBHOUSE				
CLUBHOUSE EXPENSES				
1713	WAL-MART COMMUNITY	BLEACH, CLOROX & LYSOL SPRAY	50-52-4-0541	82.80
1713		BATTERIES	50-52-4-0519	33.76
1713		KITCHEN PAPER TOWELS	50-52-4-0541	19.98
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	50-52-4-0511	8.33
5242		POSTAGE - POSTAGE MACHINE	50-52-4-0511	8.33
539	FIRE SAFETY INCORPORATED	ANNUAL EXTINGUISHER INSPECTION	50-52-4-0752	110.00
5430	ACUSHNET CO	SPECIAL ORDER - JOHNSTON	50-52-4-0578	317.55
5430		GOLF BALLS - RESALE	50-52-4-0579	119.58
5430		RANGE BALLS - DRIVING RANGE	50-52-4-0588	3,675.00
5430		GOLF BALLS - RESALE	50-52-4-0579	1,125.67
5713	MEDFORD OIL COMPANY	GASOLINE - GOLF CARTS	50-52-4-0521	697.67
6204	CLEAN UNIFORM COMPANY	3/18/2024-RUG & TOWEL SERVICE	50-52-4-0752	187.70
669	ILLINOIS DEPARTMENT OF REVENUE	FEBRUARY 2024 - SALES TAX	50-52-4-0573	91.00
TOTAL CLUBHOUSE EXPENSES				6,477.37
TOTAL GOLF CLUBHOUSE				6,477.37
GOLF CONCESSIONS				
CONCESSION EXPENSES				
1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	50-53-4-0574	629.00
1713	WAL-MART COMMUNITY	BUNS, CHIPS, KETCHUP, MUSTARD	50-53-4-0571	81.94
1713		COFFEE, WATER, CRACKERS, CANDY	50-53-4-0571	313.10
1713		SAM'S CASH USED FOR PURCHASE	50-53-4-0571	-301.84
1713		BUNS	50-53-4-0571	29.20
1713		GATORADE, ENERGY DRINKS, NUTS	50-53-4-0571	304.72
1713		FOIL SHEETS, CUPS, FOOD BOATS	50-53-4-0572	88.34
1713		SAMS MEMBERSHIP - RENEW	50-53-4-0571	110.00

INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GOLF COURSE				
GOLF CONCESSIONS				
CONCESSION EXPENSES				
1713		CUPS, LIDS, BEER BAGS, FUEL CANS	50-53-4-0572	203.88
1713		GATORADE, WATER, CHIPS, CRACKERS	50-53-4-0571	230.14
5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	50-53-4-0574	380.30
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	530.75
669	ILLINOIS DEPARTMENT OF REVENUE	FEBRUARY 2024 - SALES TAX	50-53-4-0573	327.00
TOTAL CONCESSION EXPENSES				2,926.53
TOTAL GOLF CONCESSIONS				2,926.53
TOTAL GOLF COURSE				9,403.90
CAP IMPROVEMENTS AND DEVELOP				
CAP IMPROVEMENTS AND DEVELOP				
CID EXPENSES				
299	BANNER FIRE EQUIPMENT	ECF GRANT EQUIP-AMAZON TORNADO	87-00-4-0599	34,349.52
TOTAL CID EXPENSES				34,349.52
TOTAL CAP IMPROVEMENTS AND DEVELOP				34,349.52
TOTAL CAP IMPROVEMENTS AND DEVELOP				34,349.52
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX EXP'S				
5391	ILLINOIS EPA C/O AMALGAMATED	EAST SIDE DETENTION - PAYMENT	89-00-4-0870	39,060.35
TOTAL NON-HOME RULE SALES TAX EXP'S				39,060.35
TOTAL NON-HOME RULE SALES TAX				39,060.35
TOTAL NON-HOME RULE SALES TAX				39,060.35
RECREATION CENTER				
RECREATION FUND				
RECREATION CENTER EXPENSES				
1713	WAL-MART COMMUNITY	PENS, SHARPIES, SAFE, STAPLERS	90-00-4-0519	118.23
1713		ELECTRICAL TAPE	90-00-4-0549	4.82
1713		CONCESSIONS	90-00-4-0304	39.40
1713		COFFEE& FILTERS, MEASURING SET	90-00-4-0304	29.01
1713		BINDER CLIPS	90-00-4-0519	12.92
1713		WHISTLES	90-00-4-0565	11.94
2159	CHARTER COMMUNICATIONS	3/22-4/21/2024-655 N WR AVE	90-00-4-0786	1,109.00
3049	ENVIRONMENTAL AIRE SERVICES	AIR FRESHENERS (11)-REC CENTER	90-00-4-0752	66.00
5004	ROOTER'S AMERICAN MAINTENANCE	PAYMENT #16 - REC CENTER	90-00-4-0901	17,440.00
5228	RICOH USA, INC.	2/20-3/19/2024-COLOR&B&W PRINT	90-00-4-0792	626.99
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	90-00-4-0511	83.33
5242		POSTAGE - POSTAGE MACHINE	90-00-4-0511	83.33
5534	LINDSEY HERRON	8' BALANCE BEAM	90-00-4-0301	150.00
6194	PYRAMID ELECTRICAL CONTRACTORS	PAYMENT #20 - REC CENTER	90-00-4-0901	56,724.24
6326	COMMERCIAL KITCHEN SERVICES	ICE MACHINE REPAIR	90-00-4-0792	264.00
TOTAL RECREATION CENTER EXPENSES				76,763.21
TOTAL RECREATION FUND				76,763.21
TOTAL RECREATION CENTER				76,763.21
TOTAL ALL FUNDS				349,649.95

INVOICES DUE ON/BEFORE 05/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
SUMMARY OF FUNDS:				
	GENERAL FUND			35,322.35
	MOTOR FUEL TAX			16,250.04
	INSURANCE			111,910.27
	WATER			25,874.42
	SEWER			563.84
	REFUSE			152.05
	GOLF COURSE			9,403.90
	CAP IMPROVEMENTS AND DEVELOP			34,349.52
	NON-HOME RULE SALES TAX			39,060.35
	RECREATION CENTER			76,763.21
	TOTAL --- ALL FUNDS			349,649.95



ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE 90-7, TITLE XV: LAND USAGE, ADDING CHAPTER 159: VACANT STRUCTURE REGISTRATION.

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and specifically derives its authority on this subject pursuant to 65 ILCS 5/11-5-4, 5-8, 20-5, and 60-2; and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code to add Chapter 159: Vacant Structure Registration; and

WHEREAS, the City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to add Chapter 159: Vacant Structure to the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. Chapter 159: Vacant Structure Registration be added to the City Code as follows:

Chapter 159: Vacant Structure Registration

- 159.001 Intent and Purpose**
- 159.002 Rules and Definitions**
- 159.003 Enforcement Authority; Vacant Building Determination**
- 159.004 Responsible Parties; Liens**
- 159.005 Obligation to Register Vacant Structures**
- 159.006 Registration of Foreclosing Structures**
- 159.007 Required Registration Information and Procedure**
- 159.008 Registration Fees; Renewal**
- 159.009 Vacant, Foreclosing Property Inspection and Maintenance Standards**
- 159.010 Required Liability Insurance**
- 159.011 Time Restrictions - Vacant Structures**
- 159.012 Enforcement and Penalties**
- 159.013 Severability**

159.001 INTENT AND PURPOSE

It is the finding of the City Council that properties in the process of foreclosure ("foreclosing" properties) and/or vacant unmaintained properties are unsightly, unsafe, and have a negative effect on the health, life, safety, and general and economic welfare of the community. Further, vacant and unmaintained properties create a safety hazard for first responders entering or responding to said properties. The purpose of this article is to establish a program for identifying, registering, and monitoring such foreclosing and/or vacant properties, to set forth the responsibility of all persons with any interest in such properties, including

mortgagees, lenders, trustees, and service companies, and to encourage the rehabilitation and re-occupation of such properties.

159.002 RULES AND DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Any word or phrase not defined below shall, if applicable, be given the definition which appears in the Zoning Code of the City of Wood River, as presently enacted or hereafter amended:

ABANDONED REAL PROPERTY: Any real property in the City of Wood River that is vacant, as defined herein, or shows evidence of vacancy, or is the subject of a Lis Pendens or notice of default and/or notice of Sheriff's sale, or a foreclosure sale where title was retained by the mortgagee in the foreclosure or has been transferred under a deed in lieu of foreclosure or sale to the mortgagee.

BUILDING (STRUCTURE): Any physical edifice that is built or installed and is located on and affixed to the land and used for or intended for supporting or sheltering any use or occupancy. The terms "building" and "structure," as used in this article, shall be synonymous and shall include any portion thereof.

CITY: The City of Wood River, Illinois.

CODE ENFORCEMENT OFFICER OR INSPECTOR: Any authorized agent or employee of the City of Wood River whose duty it is to ensure code compliance.

DANGEROUS OR UNSAFE BUILDING: All buildings or structures that are found to pose a danger to the general welfare, economic welfare, life, health, property, or safety of the public by failing to provide minimum safeguards and which may cause or aid in the spread of disease or cause injury to emergency personnel, or to neighboring buildings, occupants, invitees or passerby's, or because the building contains unsafe equipment, or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty or incomplete construction or unstable, that partial or complete collapse or systems failure is possible.

DAYS: Consecutive calendar days, including weekends and holidays.

DEFAULT: The failure to fulfill a contractual obligation for which a mortgagee, lender or trustor files, or has the ability to file a foreclosure action or public notice of default on the mortgage.

DEPARTMENT: The Department of Building and Zoning.

DIRECTOR: The Administrator of the city's Department of Building and Zoning, or his designee.

DEED IN LIEU OF FORECLOSURE AND/OR SALE: A recorded document that transfers ownership of a property to the mortgage lienholder upon consent of the borrower. This definition also applies to a transfer of title carried out in a consent foreclosure.

EVIDENCE OF VACANCY: Any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Whether a reasonable person would find evidence of vacancy is to be determined within the sole discretion of the Director or City Manager of the City. Such conditions may include, but are not limited to, overgrown and/or dead vegetation, electricity/water/other utilities turned off, accumulation of trash, junk, debris; abandoned vehicles or parts thereof; statements by neighbors/passers-by/delivery agents or government agents, lack of response to notices, returned or forwarded mail, unsecured doors, absence of, or condition of, personal belongings on the property; absence of furnishings or personal items consistent with habitation or occupancy; the presence of boards over doors, windows, or other openings; habitation by vagrants/transients/trespassers, lack of current

Occupancy Permit and/or Business Registration filed with the City of Wood River, lack of active water service/usage account with the City of Wood River, etc.

FORECLOSURE: The judicial process by which a property, placed as security for a real estate loan, through a judicial process, is ultimately to be sold at an Auction/Sheriff's sale to satisfy the debt upon which the borrower has defaulted.

FORECLOSING OR FORECLOSURE PROCEEDINGS: The process by which a property, placed as security for a real estate loan, upon which a notice of default, notice of foreclosure or a Lis Pendens has been issued or filed by a lender, mortgagee, or beneficiary of any deed of trust.

LIEN: The legal claim of the city upon the property of another to secure the payment of a debt or the performance of a legal obligation.

MORTGAGEE: The creditor, including, but not limited to, service companies, banks, lenders, seller under an installment contract, articles of deed, articles of agreement for deed, or other such similar agreement, or other such financial entities in a mortgage agreement and any agent, servant, or employee of the mortgagee, or any successor in interest and/or assignee of the mortgagee's rights, interests, or obligations under the mortgage contractual agreement.

NUISANCE PROPERTY: Any property, whether residential or commercial, which has remained vacant more than twenty-four (24) months from the original issuance of a notice of determination or any property placed on the Vacant Property Registry, and remaining there placed.

OWNER: Without limitation, every person, agent, operator, firm, corporation, entity, or service company, who alone or jointly or severally with others, and with or without the right of possession:

- a) Has the legal or equitable title to, or having control of, any building, dwelling, dwelling unit, land or structure; or
- b) Has care, charge, or control of any building, dwelling, dwelling unit, building, land or structure, in any capacity, including, but not limited to agent, executor, administrator, trustee, or guardian of the estate of the holder of legal title pursuant to a court order, trust agreement or other such similar agreement; or
- c) Is a mortgagee which under the terms of a mortgage has a contractual responsibility for the property, or pursuant to a provision in the mortgage agreement, the mortgagee is authorized to act to secure or repair the property under any circumstance or where mortgagor no longer takes responsibility for the property; or is a mortgagee in possession of any such property; or is a mortgagee that has instituted foreclosure proceedings against the mortgagor; or
- d) Is an officer, member of a board of managers, or trustee of the association of unit owners of a condominium or townhouse complex with direct control over the property pursuant to applicable State law, declaration and/or bylaws.
- e) Is an agent, trustee, or other person appointed by the courts and vested with possession or control of any property; or
- f) Is a party under an installment contract, articles of agreement for deed, articles of deed or any other similar agreement.

PARCEL: A unit of land that is created by a partitioning of land.

PERSON: Any natural individual, corporation, partnership, limited liability company or any such entities.

PREMISES: A lot, plot or parcel of land including any structures thereon.

PROPERTY: Any real estate, whether residential or commercial, located in the City of Wood River.

PUBLIC NUISANCE: Shall include the following:

- a) Any physical condition or use of a premises that is regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under city ordinances; or
- b) Any physical condition, use or occupancy of any premises or its appurtenances that is considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, swimming pools and unsafe and/or unsecured fences or structures; or
- c) Any building that has unsanitary sewage or plumbing facilities; or
- d) Any building designated by a code enforcement officer or inspector as unsafe for human habitation or use; or
- e) Any building that constitutes a fire hazard, or is unsafe or unsecured to a degree that it endangers life, limb, or property; or
- f) Any premises that is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth or weeds; or
- g) Any building that is in a state of dilapidation, deterioration, or decay; or improperly constructed; or unsecured; or vacant and boarded; or damaged by fire to the extent that it no longer provides shelter; or in danger of collapse or structural failure; or dangerous to anyone on or near the premises; or
- h) Any premises that contains evidence of unlawful activity to a degree that such activity may endanger, threaten, or otherwise negatively impact the users, adjacent properties and/or the value of adjacent premises; or
- i) Any building deemed to be a "dangerous or unsafe building" under this article.

REGISTRATION STATEMENT OF INTENT: The form that is to be completed by the owner of a vacant structure and/or responsible parties, which contains specific information regarding the structure and the owners'/responsible parties plans for its rehabilitation, maintenance, sale, demolition, or removal.

RESPONSIBLE PARTY: Any and all owners, as defined above, tenants, occupiers, property managers, and lessees of any building, whether residential or commercial, alone or jointly or severally.

SEMI-ANNUALLY: occurring every six months.

UNOCCUPIED BUILDING: A building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacated relating to Code violations.

VACANT: A structure that shows evidence of vacancy, as defined herein, and/or is lacking the habitual presence of human beings who have a legal right to be on the premises, for one hundred and eighty (180) consecutive days, or which substantially all lawful business or construction activity or residential occupancy has ceased, or which is substantially devoid of contents. For purposes of this article, multi-unit residential property containing 4 or more dwelling units shall be considered vacant when ninety (90) percent or more of the dwelling units are unoccupied. For non-residential property, such property shall be considered "vacant" for purposes of this article if business operations are conducted daily on less than ten (10) percent of the overall square footage of the building.

159.003 ENFORCEMENT AUTHORITY; VACANT BUILDING DETERMINATION

- (a) The director is authorized to administer and enforce the provisions of this article, including, but not limited to, maintaining lists setting forth the status of vacant structures. The director may delegate the director's power and duties under this article to an appropriate designee or inspector as the director's designee.

- (b) The director, or designee, shall evaluate all buildings within the city limits which are believed to be unoccupied and make a determination for each as to whether the building is vacant as defined in this article. In making the determination as to whether a structure is vacant for purposes of this article, the director shall also consider other factors, including, without limitation, the presence of rental or for sale signs on the property; whether there has been any construction or legal repairs within the preceding six (6) months; whether windows and/or doors are broken, boarded up, removed, or unhinged; the status of utility services; and/or police activity for trespassers, vandalism or other illegal acts being committed at the property within the preceding six (6) months. For purposes of non-residential property, such structures may be deemed vacant where the business operations are conducted daily on less than ten (10) percent of the total square footage of the building, or where all lawful business has ceased for at least six (6) months.
- (c) For buildings the director has designated as vacant, a notice of determination shall be sent to all owners and responsible parties requiring the registration of the vacant building. The notice of determination shall be mailed via first class United States mail to the last known address based on mailing information found in public records, including, without limitation, information in the most recent Madison County's tax roll or information kept in the records of the Illinois Secretary of State. Failure of delivery shall not excuse a person from complying with this article. The director may also personally serve or cause personal service of the notice of determination. Any person making such service shall execute an affidavit attesting to the facts of service. Proof of service shall be kept in the records prepared in the normal course of the department's duties.
- (d) Any property, whether residential or commercial, which has remained vacant more than twenty-four (24) months from the original issuance of a notice of determination or any property placed on the Vacant Property Registry, and remaining there placed, is eligible for citation pursuant to the nuisance code and penalties provided for therein.

159.004 RESPONSIBLE PARTIES; LIENS

Every owner and responsible party shall be jointly and severally liable with every other owner and responsible party for the obligations set forth in this article. Any reference to an owner in this article shall include any and all responsible parties. All aspects of this article, including but not limited to unpaid fees, costs, fines, and charges assessed or incurred by the city, shall constitute a lien on the property upon which such structure is situated and will be deemed to run with the land.

159.005 OBLIGATION TO REGISTER VACANT STRUCTURES

- (a) Within ten (10) days of the issuance of a notice of determination by the director, the owner of the structure shall register the vacant structure and pay the appropriate fee as set forth in this article. Registration of vacant structures shall be done semi-annually, by completing the requisite forms and returning them to City Hall.
- (b) During the period of registration, the owner shall provide access to the city to conduct inspections of the property, both interior and exterior, as deemed necessary by the city, following reasonable notice, to determine compliance with this article and any other relevant codes and ordinances of the city.
- (c) The owner shall comply with all applicable ordinances of the city and/or state laws, including, without limitation, property maintenance, building, fire and zoning ordinances in the City's Code of Ordinances. To this end, the owner shall apply for all building, fire, zoning, or other permits necessary to bring the structure into compliance within thirty (30) days of registering the property.
- (d) The owner shall, within thirty (30) of registering the property, complete the removal of all:

- (1) Combustible materials from the structure in compliance with the applicable fire regulations;
 - (2) Waste, rubbish, or debris from the interior and exterior of the structure; and
 - (3) Excessive vegetation, including grass more than eight (8) inches from the yard(s) surrounding the vacant structure in accordance with city ordinances.
- (e) The owner shall immediately lock and/or secure all windows, doors, and other openings in the structure to prohibit entry by unauthorized persons as provided in the ordinances of the city. The owner shall, as needed, be responsible for providing additional security in the event of increased danger to human life or public welfare, as determined by the city, which may consider police call logs and/or other records of the city.
- (f) If ordered to board building openings, the structure boarded shall have the boarding painted of the same color of the most dominate color of the structure. Any variance must be approved by the director or designee.
- (g) The obligations of the owner are continuing obligations which are effective throughout the time of the structure's vacancy, as that term is defined in this article.

159.006 REGISTRATION OF FORECLOSING STRUCTURES

- (a) Within fourteen (14) days of a legal filing seeking foreclosure, or for a tax deed or other judicial proceeding seeking ownership of a property and including those persons involved in a deed in lieu of foreclosure process, all such persons shall register said property as set forth in this article and pay the registration fee of one hundred dollars (\$100.00).
- (b) The person registering must certify that the property has been inspected within the immediately preceding thirty (30) days and certify whether the property was found to be abandoned, vacant, or showing evidence of vacancy at the time of registration.
- (c) If the property is not vacant at the time of registration, then the person registering the property shall inspect the property every thirty (30) days to determine if the property has become vacant. If, upon subsequent inspection, the property is determined to be vacant, the person shall register the property as vacant pursuant to this article.
- (d) A separate registration is required for each foreclosing property.
- (e) All such properties are required to register semi-annually throughout the duration of foreclosure proceedings and/or the property is vacant.

159.07 REQUIRED REGISTRATION INFORMATION AND PROCEDURE

- (a) All owners or persons required to register a property pursuant to this article, shall file with the Building and Zoning Department the registration form provided, which shall contain at a minimum, the following information:
- (1) The exact street address of the property, the primary intended use of the property, and if the property is a multi-unit structure the total number of dwelling units in each building on the property.

- (2) The owners' name(s), mailing address(es), email address(es) and telephone number(s). The address may not be a post office box. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust, or real estate investment trust, the name and address of any of the following shall be provided:
 - (i) For a corporation, a corporate officer and the chief operating officer;
 - (ii) For a partnership, the managing partner;
 - (iii) For a limited liability company, the managing member;
 - (iv) For a limited partnership, the general partner;
 - (v) For a trust, the trustee;
 - (vi) For a real estate investment trust, the general partner or an officer;
 - (vii) Any other information requested by City for purposes of identifying all owners of, or responsible parties for, the property or premises, to be determined at the sole discretion of the Director.
- (3) If the owner, foreclosing party or other applicable person does not reside in the City of Wood River, a local agent shall be designated to be the party authorized to receive, on behalf of the owner and/or foreclosing party, any notice, order, or summons issued for purposes of this article. Such agent must be over the age of twenty-one (21) years and must be located within thirty (30) miles of the City of Wood River border. The registration shall include the name of the designated local agent, the mailing address, telephone number and email address. Mailing address of the designated local agent may not be a post office box. A courtesy copy of all official notices may be sent to the designated local agent.
- (4) Name and address of all lien holders and/or all other parties with ownership interest in the property.
- (5) The name, mailing address, telephone number and email address for the local agent or entity responsible for securing and maintaining the property.
- (b) The registering party will also be required to fill out a "Registration Statement of Intent" setting forth the expected period of vacancy and plans for the property, including plans to rehabilitate, maintain, sell, or demolish the property.
- (c) An amended registration must be filed within seven (7) days of any change in the information contained in the semi-annual registration. A new registration fee is required for any change in ownership, regardless of the nature of the transfer of title.

159.008 REGISTRATION FEES; RENEWAL

- (a) The fee for registering a vacant structure of one hundred dollars (\$100.00) shall be charged upon initial registration of any foreclosing property or vacant structure. The property must be registered as a vacant structure every sixth months. The registration fee is due on January 1 and July 1 of each year. If a property is deemed vacant the fee will be prorated to the next deadline registration date.
- (b) The fee for renewing the vacant structure registration each six months shall be one hundred dollars (\$100.00) if the property is still vacant as defined under this article. The fee can be waived by the Building and Zoning Administrator or their designee, upon a determination of eligibility which shall include, but is not limited to, progress on the plan to bring the building into compliance, presented to the Building and Zoning Administrator, or their designee. The fee runs with the land not with the owner.

- (c) If a property, initially permitted under Section 157.033, is subsequently deemed to be unoccupied, vacant or shows evidence of vacancy, the foreclosing party, tax buyer, recipient of deed in lieu of foreclosure or person shall file an amended registration form certifying the property is vacant.
- (d) If a property remains in foreclosure or vacant beyond the initial twelve (12) month time period, the following may apply:

(1) A fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) per day assessed for properties that are vacant for at least one (1) year and thereafter;

(e) The registration shall be renewed every six (6) months (in January and July of each calendar year).

(f) Payment of the applicable registration fee does not relieve or exempt the Owner or other Person from paying any and all fines, penalties, costs or other such charges assessed for non-compliance with property maintenance standards or other code provisions in this article or elsewhere in the city's ordinances.

159.009 VACANT, FORECLOSING PROPERTY INSPECTION AND MAINTENANCE STANDARDS

(a) Within thirty (30) days of the initial vacant structure registration or the registration of an amended foreclosing property registration after the property becomes vacant, the city may, as necessary, conduct a comprehensive code-compliance inspection of the entirety of the vacant building/property. Such inspection will determine the extent of compliance with all applicable city ordinances, including, without limitation, ordinances relating to property maintenance, building, health, water, sewer and fire codes. The city shall send any such inspection report to all registered owners and/or responsible parties within thirty days of completion. Periodic re-inspections may take place, as necessary, until code/ordinance compliance is achieved. Timely code/ordinance compliance is required upon notification that violations exist on the property. Failure to comply with this inspection requirement shall constitute a violation and subject to fines set forth in Section 159.012.

(b) All properties registered under this article shall comply with all applicable ordinances pertaining to property located within the city limits as set forth in the City's Code of Ordinances and as adopted by the city council from time to time. Registration does not exempt the owner from compliance with all applicable codes and ordinances including this article, nor does it preclude any of the actions the city is authorized to take pursuant to this article, the city's ordinances and the laws of the State of Illinois.

159.010 REQUIRED LIABILITY INSURANCE

It shall be the responsibility of the property owner to maintain liability insurance on all vacant buildings. A certificate of insurance for each vacant property shall be provided to the city with the initial vacant property registration form and subsequent renewal applications whenever an insurance policy has expired or there is a change of insurance carrier. All insurance policies for vacant property shall provide written notice to the director of any lapse, cancellation or change in coverage within thirty (30) days. Minimum insurance amounts **(and if adjusted, to be adjusted at the sole discretion of the Administrator)** are as follows:

(1) *Residential properties:*

(i) Single-family and two (2) units: \$250,000.00

(ii) Three (3) to eleven (11) units: \$750,000.00

(iii) Twelve (12) to forty-nine (49) units: \$1,000,000.00

(iv) Fifty (50) or more units: \$2,000,000.00

(2) *Non-residential properties:* \$2,000,000.00

159.011 TIME RESTRICTIONS- VACANT STRUCTURES

(a) It is the policy of the city that boarding up of a vacant property is a temporary solution to prevent unauthorized entry into a vacant building and that boarded buildings are a public nuisance. A vacant structure may not remain boarded up for longer than six (6) months unless an extension of that time is approved by the director or the Director's designee in writing.

(b) Notwithstanding the provisions of this article, the city shall retain the right afforded under relevant state or local law to declare a non-compliant vacant structure unsafe and/or a public nuisance. The

city may pursue whatever legal recourse afforded to it by law, including, but not limited to, the action to abate a public nuisance or an action seeking the demolition of a dangerous and unsafe building.

159.012 ENFORCEMENT AND PENALTIES

(a) Except as otherwise set forth, any person found to be in violation of any provision of this article shall be subject to a fine of not less than fifty dollars (\$50.00) and not to exceed seven hundred fifty dollars (\$750.00) per day, and subject to fines per the nuisance code. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Prosecution under this section is a remedy cumulative to any and all other remedies at law and equity, including but not limited to the remedies set forth herein.

(b) All fees, costs, or charges assessed or incurred by the city pursuant to this article shall be a lien upon the real property. The lien shall be superior to all subsequent liens and encumbrances. The director shall file a notice of lien after such cost and expense is incurred in the office of the applicable county recorder of deeds. The lien may be enforced by proceedings to foreclose, such as in the case of mortgage and mechanic's liens.

(c) Failure to register a vacant structure pursuant to 159.008(e) shall result in a citation and the penalty shall be as identified in 159.012(a).

159.013 SEVERABILITY

If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 3. This ordinance shall be in full force and effect following its passage and publication in accordance with law.

PASSED and APPROVED by the City Council of the City of Wood River this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

ORDINANCE NO.

AN ORDINANCE TO ADOPT THE CITY MANAGER’S REVISED BUDGET FOR FISCAL YEAR 2024/25 WHICH BEGINS MAY 1, 2024.

WHEREAS, the Wood River City Code requires the City Manager to prepare an annual proposed budget for presentations to the City Council; and

WHEREAS, the City Manager’s proposed Fiscal Year 2024/2025 budget was received by the City Council on March 4, 2024; and

WHEREAS, the City Council held a Public Hearing on the Proposed Budget on Monday, March 18, 2024, following proper notice in the Telegraph newspaper and a copy of the budget has been on file in the City Clerk’s Office and Wood River Public Library for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER, that:

Section 1. The Fiscal Year 2024/2025 Annual Budget is hereby adopted; a copy of which is attached hereto and incorporated by reference and made a part hereof.

Section 2. Total budgeted expenses for Fiscal Year 2024/25 are \$31,621,737 which represents a 13.09% decrease from Fiscal Year 2023/24 Council approved budgeted expenditures. The decrease is attributable to budgeted capital projects.

Section 3. This ordinance shall be in full force and effect on May 1, 2024.

PASSED and APPROVED this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

ORDINANCE NO.

AN ORDINANCE APPROVING A FUNDING OBLIGATION FOR WATER LINE IMPROVEMENTS ON EDWARDSVILLE ROAD FROM HALLER STREET TO WHITELAW AVENUE.

WHEREAS, the City of Wood River, Madison County, Illinois ("City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, the City Council deems it necessary and appropriate for the City of Wood River to continue the State Street / Edwardsville Road Water Line Improvement Project; and

WHEREAS, the City of Wood River has applied for a grant to provide partial funding for said improvements with the City being responsible for the remainder of the cost.

WHEREAS, the City of Wood River has determined it is in the best interests of public health, safety, general welfare, and economic welfare to continue the State Street / Edwardsville Road Water Line Improvement Project.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER, that:

Section 1. The Mayor of the City of Wood River or his designee is hereby authorized to execute any and all documents to apply for a grant for funding toward the Edwardsville Road Water Line Improvement Project.

Section 2. The City of Wood River will pay for any associated costs of the Edwardsville Road Water Line Improvement Project from the Water Fund of the City.

Section 3. This ordinance shall be in full force and effect following its passage and approval in accordance with law.

PASSED and APPROVED by the Wood River City Council this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MADISON COUNTY.

WHEREAS, the City has a responsibility to maintain its infrastructure in a manner which promotes public health and safety; and

WHEREAS, the Wood River City Council proposes to apply for CDBG funds to undertake the following project which will help fulfill the City's responsibilities:

Edwardsville Road Water Main Improvements

WHEREAS, the funding for the project may exceed the actual amount granted from CDBG funds, in which the City of Wood River agrees to fund the completion of the project from another source.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wood River authorizes the filing of the above listed application to Madison County in adherence to all applicable rules and regulations of the Community Development Block Grant Program; and

BE IT FURTHER RESOLVED that the City Council of the City of Wood River hereby directs and designates the Mayor or his designee to act as the authorized representative in connection with the filing of the aforementioned application and all concurrent meetings and hearings associated with the project approval process.

PASSED and APPROVED this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

RESOLUTION NO.

A FAIR HOUSING RESOLUTION AS PART OF THE APPLICATION FOR THE MADISON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the City of Wood River of Madison County, Illinois, finds that the economic stability of the municipality directly depends upon stable, integrated, and balanced patterns; and

WHEREAS, it further finds that stable, integrated and balanced living patterns are threatened by discriminatory acts and unlawful housing practices; and

WHEREAS, it further finds that discriminatory acts and unlawful housing practices contribute to the formation and preservation of segregated neighborhoods, thereby affecting the quality of daily life of the citizens of the municipality; and

WHEREAS, it further finds that discriminatory acts and unlawful housing practices interfere with the achievement of stable, integrated and balanced living patterns, thereby depriving the citizens of the benefits of interracial, interreligious and intercultural association.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER, that:

Section 1. The findings hereinabove stated are hereby incorporated by reference and made a part of Resolution.

Section 2. The discriminatory and unlawful housing practices as defined by the Department of Housing and Urban Development pursuant to the Community Block Grant Regulations, are hereby specifically against the policy and practices of the City of Wood River to participate in or allow the expenditure of government funds for housing projects which are not consistent with HUD rules and regulations.

PASSED and APPROVED this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

RESOLUTION NO.

AN ADA TRANSITION PLAN RESOLUTION AS PART OF THE APPLICATION FOR THE MADISON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the City of Wood River, Illinois is an open community which welcomes all persons regardless of race, color, creed, gender, or physical condition; and

WHEREAS, in 1991, the United States Federal Government signed into law the Americans with Disabilities Act (ADA) which established rules and regulations regarding accommodation of the segment of the population defined therein; and

WHEREAS, in response to that law, the City took steps to comply with that law; and

WHEREAS, in 2010, this law was updated and additional and/or modified rules and regulations were adopted which further enhanced the accommodation of this segment of the population; and

WHEREAS, this revised law required that the City of Wood River, Illinois conduct a Self Evaluation and prepare a Transition Plan to achieve compliance with said revised law; and

WHEREAS, the City of Wood River, Illinois conducted this Self Evaluation and prepared said Transition Plan with the provision that it be reviewed and updated annually.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wood River, Illinois hereby adopts this ADA Transition Plan and will faithfully carry out the goals established therein.

PASSED and APPROVED this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

Attest:

CLERK OF THE CITY OF WOOD RIVER, IL

RESOLUTION NO.

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF WOOD RIVER, ILLINOIS, AND WOOD RIVER-HARTFORD SCHOOL DISTRICT NO. 15, FOR A STUDENT RESOURCE OFFICER.

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, the Wood River-Hartford School District No. 15 ("School") is duly established and organized under the Illinois School Code and Illinois law; and

WHEREAS, City and School are permitted, under Illinois law, to enter an intergovernmental agreement; and

WHEREAS, City and School desire to enter an Intergovernmental Agreement for a Student Resource Officer ("SRO") to be present at the School. See **Exhibit A**; and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare for the SRO to be present at the School under the terms of the intergovernmental agreement attached hereto as **Exhibit A**; and

WHEREAS, City has determined that the Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to approve the SRO Intergovernmental Agreement. See **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wood River as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. The SRO Intergovernmental Agreement between City and School is approved. See **Exhibit A**.

Section 3. The Mayor is authorized and directed, on behalf of the City of Wood River, to execute and date the SRO Intergovernmental Agreement. See **Exhibit A**.

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

PASSED and APPROVED this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

**INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This Intergovernmental Agreement for School Resource Officer Program ("Agreement") is entered into on this _____ day of _____, 2024, by and between the City of Wood River, Illinois (hereinafter referred to individually as the "City") and Wood River-Hartford School District #15 (hereinafter referred to individually as the "District"); (the City and the District are referred to collectively as the "Parties").

WHEREAS, the City is a municipal corporation and a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the District is a unit of local government pursuant to Article VII, Section 8 of the Illinois Constitution of 1970; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), enable the Parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Parties jointly seek to establish and delineate a School Resource Officer Program (hereinafter, the "SRO Program") in order to foster an efficient and cohesive program with the goals of (a) building positive relationships between the City's police officers and youth in the community served by the Parties; (b) reducing crime committed by juveniles and young adults within the community served by the Parties; and (c) reducing juvenile and young adult violence and crime committed in and about the District's facilities (hereinafter, "SRO Program Goals"); and

WHEREAS, the Parties believe that, by assigning City-employed police officers to serve as school resource officers (hereinafter SROs) in and about District facilities, the Parties can promote the SRO Program Goals by:

- a. creating and maintaining a safe, secure, and orderly learning environment for District students, teachers, and staff;
- b. the SROs serving as positive role models to instill in students good moral standards, good judgment, respect for students and other persons, and an appreciation for their overall school community;
- c. promoting citizen awareness of the law to enable students to become better informed and more effective citizens while empowering students with knowledge of law enforcement efforts and obligations as well as the consequences for violating the law;
- d. providing a trusted and confidential source of communication and education between the SROs and students and parents concerning law-related problems and issues they are facing; and
- e. providing information to the District, students, staff, and parents regarding resources available within the community that may be able to assist such individuals with

addressing law-related problems that they may be experiencing; and

f. providing security to the District's schools from outside threats by maintaining a visible police presence on campus, assessing threats to school security, reducing and eliminating such threats, and swiftly responding to any immediate threats or breaches of security;

WHEREAS, the Parties agree that in compliance with law, the Parties shall administer the SRO program established under this Agreement without discrimination against any person on the basis of color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy, and neither party shall engage in conduct in violation of state or federal anti-discrimination laws in their interactions with students.

NOW, THEREFORE, based upon good, valuable and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of terms, conditions, and covenants contained in this Agreement, the Parties agree as follows.

Section 1. SRO Program Organizational Structure.

A. **Assignment of Police Officers to SRO Program.** The City shall assign one (1) individual who is employed full-time by the City and who is a certified police officer by the State of Illinois and meets all applicable requirements set forth in the City's Police Department Rules and Regulations, including a successful background investigation (hereinafter referred to as "SRO"). Specifically, the City shall conduct, at its own cost and expense, all required criminal background checks, psychological tests and any other pre-employment tests and background checks of the individuals selected to serve as the SRO. The City shall not allow any officer to be assigned to the SRO position if his/her criminal background check reveals convictions that would prohibit him or her from working with children under Illinois law and specifically Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9).

B. **Administrative Control.**

1. **SRO Reporting Status.** Organizationally, the SRO will be assigned and report to the City's Police Department (hereinafter referred to as the "Department"). The Department will be responsible for the personal and professional conduct of the SRO. The District shall designate a contact person who is employed by the District to address and resolve District issues in which SRO will be or may become involved. The SRO shall at all times remain under the principal supervision of the Wood River Police Chief (or his designee of the Department) and in the event of any conflict between directions issued by the Wood River Police Chief (or his designee of the Department) and a School representative, the direction issued by the Wood River Police Chief (or his designee of the Department) shall always prevail. Only the Department may discipline the SRO.

2. **Law Enforcement Status of SRO.** The Parties recognize and acknowledge that, first and foremost, the SRO is a law enforcement officer who are responsible for handling criminal matters. As such, the SRO will not be responsible

for enforcing school regulations or serving as school disciplinarians. Likewise, the SRO will not become involved in conflicts that are civil in nature unless and until such matters devolve into matters that are criminal in nature.

3. **Building Administrators' Responsibilities.** The presence of the SRO at District schools is not intended to usurp the rights and responsibilities of the Building administrators or designees to enforce the rules of student conduct and to administer discipline in the schools, nor is the existence of District policies and procedures intended to usurp the mandate and responsibilities of the SRO as directed by the City Chief of Police.

4. **SRO Not Counselor.** The SRO is not formally trained as counselors and do not possess clinical counseling training and certification. Therefore, the SRO will not undertake formal counseling responsibilities or duties. However, the SRO may be used as a law-related resource to assist students, faculty, staff, and other persons involved with the District when the District requests assistance from the SRO. When called upon by the District, the SRO may provide instruction to District students and staff on law enforcement topics and issues under the supervision of a certified teacher of the District. However, the SRO shall not provide legal advice to any District student, staff member, or other person associated with the District or SRO Program. The SRO may use such instructional opportunities to build rapport between District students and staff so long as such instruction is supervised by a certified teacher of the District.

5. **SRO Compliance with Department Rules.** Notwithstanding anything to the contrary, the conduct of the SRO shall be undertaken in conformance with applicable Department Rules, Regulations, Procedures and Protocols.

Section 2. Relationship of the Parties.

A. **City As Independent Contractor.** At all times when this Agreement is in full force and effect, the City shall be deemed to be an independent contractor for purposes of this Agreement. The SRO shall remain, at all times relevant to this Agreement, an employee of the City and shall remain subject to the City's overall control and supervision. The SRO shall remain subject to the State of Illinois', City and Department rules, regulations, procedures and protocols, as may be amended from time to time, including, but not limited to attendance at all required and authorized training.

B. **No Business Organization Relationship.** This Agreement shall not be deemed or construed as creating any form of partnership, joint venture, or other business, organizational or associational relationship between the Parties. The Parties' rights, responsibilities, and obligations regarding the SRO Program shall be limited to those that are expressly set forth in this Agreement.

C. **No Employment Relationship.** Nothing in this Agreement shall be deemed or construed as creating any form of employment relationship between (i) the SRO and the District; or (ii) the District designated individual or individuals for the SRO Program and the City. The employees of each Party shall have no rights, title, or interest in any employment, compensation, insurance benefits or retirement benefits of the other Party.

D. **The Parties' Respective Rules.** The employees of each Party shall not be subject to the rules, regulations, procedures or protocols of the other Party unless expressly provided by this Agreement.

Section 3. Selection and Supervision of SROs.

A. **SRO Selection.** The SRO is subject to appointment by and serve at the pleasure of the Department. When an SRO position becomes available, the City, through the Department, and the District will collaborate on the selection of a new SRO. In the event that the City and the District are unable to agree on a particular SRO candidate to fill a vacant SRO position, the Department shall have the final decision on who is selected to fill such vacancy. The parties may terminate this Agreement in the event a suitable SRO cannot be identified.

B. **SRO Violation of School Board Policy.** In the event of an alleged substantial violation of District Board of Education Policy by an assigned SRO, alleged misconduct by the assigned SRO, or other circumstances as determined by the District Superintendent, the District Superintendent shall have authority to remove the assigned SRO from District property immediately. In the event the District Superintendent removes the assigned SRO from District premises, the District Superintendent shall promptly provide written notice of the removal to the District Board of Education and the City Chief of Police. The District Superintendent and the City Chief of Police shall thereafter meet and confer to discuss the basis for removal of the assigned SRO from District premises.

C. **Reassignment of SRO.** Either party may request the assignment of a different SRO for good cause, violations of applicable rules or regulations, or when otherwise in the best interests of School, its faculty, staff or students, or those of Department or City. Absent circumstances requiring immediate action, contemplated personnel transitions should be timed so as to be ready for approval in the month of March. In the event of a transition in which the successor is in need of the training and certifications necessary to serve as a SRO, such training should ideally take place during the summer recess between school years.

Section 4. SRO Duties. The Department responsibilities of the SRO will include but shall not be limited to the following:

A. **Law Enforcement.** The SRO will enforce criminal laws and protect District students, staff, administration and the public at-large from and against criminal activity.

B. **Information Sharing.** The SRO will provide information concerning questions about law enforcement topics to District students and staff.

C. **Communicating with Students.** The SRO will speak to District students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership and life skills when the District requests it and under the supervision of a certified teacher of the District.

D. Investigation Procedures Coordinated. The Department and the District will coordinate investigative procedures.

E. Law Enforcement Related Education. The SRO will provide law enforcement related education on a limited basis to District students and staff.

F. Initial Incident Reporting. The SRO will handle initial police reports of crime committed on or in District-owned property that includes educational facilities.

G. Criminal Incident Law Enforcement. The SRO will take enforcement action on criminal matters when necessary and appropriate;

H. Uniforms. The SRO will wear a Department-approved police uniform at all times or other apparel approved by the Department when serving as an SRO.

I. School Meetings. The SRO will attend District meetings and special events as needed.

J. Continued Duties As Law Enforcement Officers. Although the SRO will be placed in a formal educational environment, the SRO will not be relieved of official duties as a law enforcement officer. Decisions to intervene formally will be made by the SRO when such actions are necessary to prevent any criminal act. In the event of such criminal conduct, the SRO shall have the authority to address, handle, and manage such conduct according to their education, training, and experience and consistent with the nature of criminal activity. Citations will be issued and arrests will be made when appropriate and in accordance with applicable Department Rules, Regulations, Procedures and Protocols.

Section 5. Equipment and Working Conditions.

A. City Responsibilities. The City shall provide a police officer who has or will be given specialized training in order to qualify for the Basic School Resource Officer Training Certificate and the State of Illinois Juvenile Officer Certificate, including: all necessary training for law enforcement officers pursuant to the Illinois Police Training Act (50 ILCS 705) and the Illinois Law Enforcement Training and Standards Board policies and procedures, in order to carry a concealed firearm and live ammunition while on duty; all necessary training for school resource officers pursuant to the Illinois Police Training Act (50 ILCS 705) and the Illinois Law Enforcement Training and Standards Board policies and procedures, in accordance with the certified training program for school resource officers. The SRO shall be a fully equipped non-probationary certified Department police officer in good standing with the State of Illinois and the City. The SRO shall be deployed to one or more District school campuses as the Parties shall agree.

B. School District Responsibilities. The District shall provide the SRO at the campus to which the SRO is assigned the following:

1. SRO Office Space. The SRO shall have access to an air-conditioned and properly lighted private office that will contain, at a minimum, a telephone that may be used

for general business and police purposes.

2. **File Space.** The SRO shall have a location for paper files and records that can be properly locked and secured.

3. **Office Furniture.** The SRO shall have a desk with drawers, a chair, a worktable and at least one filing cabinet.

4. **Classroom Presence.** The SRO shall have access to and encouragement of classroom presence and classroom participation when District students are present in such classroom or classrooms.

5. **Addressing Administrators and Staff.** The SRO shall have opportunities to address District teachers and administrators about the SRO Program and its goal and objectives.

Section 6. Reporting of Serious Crimes. If an investigation by a District teacher and/or administrator uncovers evidence of the commission of a suspected or alleged serious crime, defined in state and county school system administrative regulations or the Illinois Criminal Code of 2012 (720 ILCS 5/1-1 *et seq.*), the District teacher or administrator shall promptly notify the SRO, the District student's parent/guardian, and such other appropriate District personnel as may be necessary. In the event that an incident or any other report of the suspected or alleged criminal activity is made and should that report need to be released, the SRO shall comply with the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*) to the extent applicable in making the decision to release or when releasing such record or report, as the case may be. An appropriately signed records release shall be required as a condition of the release of any report or record of the alleged or suspected serious criminal activity and such release shall comply in all respects with the said Illinois School Student Records Act.

Section 7. Standing Operating Procedures.

A. **Written Procedures.** The City's Chief of Police and the District Superintendent or their respective designees shall develop standard operating procedures for the SRO Program that address the following subjects.

1. **Written Reports to School District.** For purposes of this Section, any requirement that the SRO provide a written report shall be satisfied by provision of a copy of the police report prepared.

2. **Open Lines of Communication.** Lines of communication between the District and the Department regarding the SRO Program shall remain open.

3. **Open Lines Of Communication with SRO.** Lines of communication between the SRO and the District's one or more designated representatives responsible for the SRO Program shall remain open.

4. **Interaction Between SRO and District Administration.** The SRO will be

expected to interact with District administration, students, staff and other persons as hereinafter provided. For purposes of this subsection, administration shall mean the Building Principal unless otherwise designated.

a. **Law Enforcement Actions and Safety Interventions.** The SRO may initiate appropriate law enforcement actions and safety interventions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations and District and Department policies.

b. **Use of Force Policies.** Use of force may be implemented pursuant to Department policies, procedures and protocol as well as applicable laws. The SRO shall provide District Administration with a brief written summary anytime the SRO is involved in any physical altercation with a District student or otherwise restrains a District student.

c. **Additional Law Enforcement Assistance.** It is anticipated that any request for additional law enforcement assistance shall be made in collaboration with the Building Principal or his/her designee, and will be reported to the Superintendent of the District by the Building Principal or his/her designee. However, as soon as practical after the SRO requests additional law enforcement assistance on District property, the SRO shall advise administration. Requests for additional law enforcement assistance shall be made only when necessary to protect the safety or security of members of the school community.

d. **Investigations, Interviews and Arrests.** Criminal investigations, interviews and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

e. **Compliance With School District Policies.** The SRO shall comply with District procedures regarding law enforcement interviews as follows:

- (1) The SRO shall promptly notify the Building Principal or designee whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.

(2) If applicable, the Building Principal or designee will check search warrants or subpoenas to be served.

(3) Interviews of minor students without permission of the student's parent(s)/guardian(s) are not permitted unless a legal process is presented or in emergency situations (e.g., in situations involving allegations of parental or guardian abuse or neglect). The Building Principal shall attempt to contact the student's parent(s)/guardian(s), and inform them that the student is subject to an interview. In extreme situations the SRO may, in effecting temporary protective custody of the student, request that District not notify parent(s)/guardian(s) until the student's safety is ensured. The Building Principal may ask that such a request be made in writing. If possible, parent(s)/guardian(s) will be given the opportunity to be present during any interview and, if they so choose, be represented by legal counsel at their own expense.

(4) Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal or designee selected by the Building Principal will be present during the interview.

(5) No minor student shall be removed from the school by the SRO without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest, arrest upon probable cause, or in cases of warrantless temporary protective custody. If requested by the Building Principal or his/her designee, the SRO shall provide District Administration with a brief report anytime the SRO places a District student under arrest or otherwise takes a student into protective custody, thereby removing the student from school grounds.

f. District Employees Not Agents of SRO. At no time shall the SRO request that any District employee act as an agent of the SRO or law enforcement in any interview.

g. Compliance With Laws Governing Searches. The SRO shall be aware of and comply with all laws, regulations and policies governing searches of persons and property while performing services pursuant to this Agreement. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any School District employee lead or conduct a search of a student for law enforcement purposes. The SRO shall provide District Administration with a brief report anytime the SRO searches the person of a District student or staff-member.

5. Untoward Incident Intervention. Means and methods for SRO intervention when untoward incidents arise in any District facility or on District property shall be developed.

6. **Investigating Suspected Criminal Activity.** Means and methods by which the SRO will investigate suspected criminal activity shall be developed.

7. **Arrests.** Means and methods regarding when and how the SRO make arrests of students alleged to have committed criminal acts shall be handled as follows:

a. **District Discipline.** District administration shall be exclusively responsible for implementing student discipline rules, policies and procedures. District administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO should generally not have involvement in routine disciplinary matters, and other minor infractions of school rules. District officials shall request SRO assistance when necessary to protect the physical safety of students, faculty, staff and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by School District administration (see Section d., Joint Law Enforcement and School Discipline Investigations, below).

b. **Student Searches.** The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless his/her assistance is requested by school authorities to maintain a safe and secure school environment. Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard. When requested to assist with a search by school authorities, the SRO shall comply with District Board of Education Policy 7:140, Search and Seizure, and related administrative procedures as follows:

The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction. When feasible, the search should be conducted:

- (1) Outside the view of others, including students;
 - (2) In the presence of a school administrator or adult witness;
- and
- (3) By a certificated employee or SRO of the same sex as the student.

c. **Interviews.** The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.

d. **Joint Law Enforcement and School Discipline Investigations.** In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g. when both the school authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

e. **Communication Between SRO And Building Principals.** The SRO is expected to meet with Building Principals or their designees on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.

f. **Development Of School Safety Plans.** The SRO shall make reasonable attempts to report any safety concerns to the Building Principal or designee and shall confer with the Building Principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The Building Principal will contact any other District personnel who should be involved in these discussions.

g. **Administrative Hearings.** Contingent upon pre-approval, the SRO will attend suspension and/or expulsion hearings upon request of the Building Principal or District Superintendent. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO.

8. **Incident Reports.** Procedures for reporting and handling those reports involving incidents that threaten, may have threatened, or could threaten human life, health and safety, or property, shall be developed.

9. **Record Maintenance.** Procedures for making reports and maintaining records, if any, regarding SRO and SRO Program activities generally shall be developed.

10. **Handling Incident Reports.** Procedures for handling reports and records that pertain to students shall be as follows:

a. **Law Enforcement Records.** The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 *et seq.*) and other applicable federal and Illinois laws.

b. **SAFE-T Act Reports.** The City will provide to the District each month copies of the following reports required to be filed with the Department of State Police by the Safety, Accountability, Fairness and Equity – Today Act (SAFE-T Act) (50 ILCS 709/5-12):

- (1) data on offenses and incidents reported by District to local law enforcement. The data shall include offenses defined as an attack against school personnel, intimidation offenses, drug incidents, and incidents involving weapons; and
- (2) a report on any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident in District schools.

c. **Confidentiality; Access to Student Records.** The SRO shall comply with all applicable laws, regulations and District policies relating to the confidentiality of student records, including but not limited to: the Illinois School Student Records Act ("ISSRA", 105 ILCS 10/1 *et seq.*), the Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. 1232g), the Individuals with Disabilities Education Act (20 U.S.C. 1400 *et seq.*), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 *et seq.*), and District Board of Education Policy 7:340, Student Records.

d. **SRO Access to Student Records.** The SRO may have access to confidential student records or to any personally identifiable information of any District student to the extent allowed under FERPA, ISSRA, and applicable District policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student where said student activity is not connected to the school. District officials may, however, share relevant student records and personally identifiable information in those records with the SRO under any of the following circumstances:

- (1) The SRO is acting as a "school official" as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.

(2) The SRO has written consent from a parent/guardian or eligible student to review the records or information in question.

(3) The Building Principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.

(4) The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.

(5) The information disclosed is "directory information" as defined by District Board of Education Policy 7:340, Student Records, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.

(6) The disclosure is otherwise authorized under FERPA, ISSRA and applicable District policies and procedures.

11. SRO Presence at Special Events. In the event School's administration requests the SRO's attendance at extracurricular activities or events occurring beyond the standard daily schedule and the SRO consents to attendance at a particular Extracurricular Event, it is the parties' understanding that the time spent by the SRO to attend the Extracurricular Event may reduce the SRO's standard daily schedules for the week in question so that limited overtime charges are incurred.

12. Assignment of Overtime. The District Superintendent and City Chief of Police shall consult prior to the SRO being assigned overtime hours. The City Chief of Police shall have final discretion in determining whether overtime shall be assigned. The parties agree that, in the event of an emergency involving a threat to the safety of District students, staff, or community members, that this provision will be waived.

13. Other Matters. Such other matters as the City Chief of Police and the District Superintendent deem necessary and appropriate to assure the success of the SRO Program shall be developed.

14. Operating Procedures Reduced To Writing. All standard operating procedures and any amendments to or modifications thereof shall be reduced to writing and signed by the City Chief of Police and the District Superintendent only.

B. Time and Place of SRO Performance.

1. SRO Work Schedule. The District Superintendent, with the concurrence of the City Chief of Police or their respective designees, shall develop a schedule that specifies the dates, times, and schools at which each SRO will be present in each school calendar year.

2. **Availability of SROs.** The City will endeavor to have the SRO available for duty at their particular assigned dates, times, and school based on the schedule provided in Subsection 7.B.1. of this Agreement. For purposes of this Agreement, the workday of the SRO will be commensurate with the school day of the school to which the SRO is assigned except for holidays, school breaks, and other days when the District schools will be closed as provided on the District annual school/academic calendar. The City shall undertake reasonable efforts to schedule SRO vacation benefit leave at times other than on days when District schools are in session. Notwithstanding the immediate foregoing, the Parties recognize that there may be times when the SRO must take vacation benefit time on a specific date or dates, in which case the City shall have no obligation to furnish a substitute police officer or SRO to take on the vacationing SRO's duties. The Parties further recognize that the SRO may need to be present in court in connection with arrests they have made, whether as part of the SRO or Department police activities. The City shall have no obligation to furnish a substitute police officer or SRO to undertake the SRO's duties when he or she is present in court. Notwithstanding the provision of this subsection, the District Superintendent and City Chief of Police will consult and make arrangements for reduced services or substitute service where District needs require SRO coverage, during time periods of greater need (e.g. the ends of each semester), and upon request of the District Superintendent. The parties recognize that a portion of the SRO's duties under such assignment may necessarily be required to be performed at locations other than the school district, such as the Madison County Juvenile Detention Center, County jail/courthouse, County Superintendent of Schools Office and the community of which School is a part. District agrees that the SRO, as part of the duties of such assignment, may from time to time attend local and area meetings with other SROs, juvenile officers, probation officers, and other such juvenile justice personnel. Furthermore, District agrees that the SRO, as part of the duties of assignment to District, may from time to time attend both voluntary and mandatory law enforcement training and conferences relevant to annual requirements for law enforcement officers, school safety and security, juvenile justice and intervention, substance abuse prevention and/or the duties of officers assigned to schools as resource or liaison officers. City, Department, and District agree that SRO absences for training shall be kept to a minimum and Department and City will make efforts to conduct annual training during the summer recess period.

3. **Unavailability Of An SRO.** In the event that an SRO is unable to serve as an SRO due to illness, injury or authorized leave for Department training requirements on a particular date or time(s) or at a particular school, the City shall not be required to furnish a substitute police officer for that particular date or time or at the particular school. If an extended absence (greater than one month) is encountered due to a reason beyond the control of the City and District (e.g. injury or illness), the City and District will explore options to provide service at a reduced level. In the event of illness requiring sick leave, the SRO will notify both District and Department as early as possible. The parties agree that occasional sick days are to be expected and shall not cause a modification to the payment provisions of this Agreement while extended absences will be handled by Department and City on a case by case basis. In the event of injury sustained by the SRO, both parties should be notified, particularly if the injury is work-related. Should the SRO for reasons of illness or injury become medically restricted to working in a limited or

“light- duty” capacity both District and Department should be apprised of the specific limitations.

4. **Reassignment Of UPD Officers.** The City Police Chief shall at all times maintain and retain the authority to reassign a Department police officer to duties other than serving as an SRO, whether on a temporary or permanent basis.

Section 8. SRO Program and SRO Review.

A. **SRO Performance Evaluation.** The District Superintendent or designee shall collect feedback from Building Principals regarding the SRO's individual performance and will provide such feedback to the Department, via the City Police Chief or designee on an annual basis or when requested.

B. **Formal Program Evaluation.** Two (2) years after the effective date of this Agreement and every year thereafter that this Agreement remains in force and effect the District shall conduct an evaluation of the SRO Program. Various facets of the SRO Program shall be reviewed including: costs, pre-program and post-program data, standard operating procedures, and input and feedback from District administrators, teachers, students, parents/guardians, SRO, and community members. Focus groups and surveys may be used in obtaining additional feedback about the SRO Program. While disaggregated and redacted information may be provided in furtherance of this provision, under no circumstance shall the District provide information in violation of Illinois School Student Records Act, Federal Educational Rights and Privacy Act, Illinois Personnel Records Review Act, or information which, in the District's sole discretion, would constitute an unwarranted invasion of personal privacy where such personal privacy outweighs the public interest in the information. The parties acknowledge and agree that, as a school district, the Board and its employees and agents are privy to information which may not be disclosed under state and/or federal law. The final formal program evaluation report shall be provided to the District Board of Education, the City Council, and made available to the general public within 60 days of its completion. Said report shall not be confidential or contain confidential information.

Section 9. Fee/Billing for Services.

A. **Fee for Services.** The intent of the Parties is that the District shall pay the City for the recurring costs of the SRO, while the City absorbs one-time costs related to initial implementation of this Agreement. For the remainder of District fiscal year 2024 (July 1, 2023 to June 30, 2024), the District will pay the City the recurring costs of the SRO for two (2) fiscal quarters, based on the implementation schedule of this Agreement. For purposes of this Agreement, "fiscal quarters" refer to quarters in the District fiscal year. Costs for FY2025 are detailed in Exhibit A attached hereto and made a part hereof. All overtime costs related to performance of SRO duties shall be paid by the City. In the event that this Agreement is terminated by either party, the City shall refund any sums that the District previously paid to the City on a pro-rata basis.

B. **Billing for Year One of Agreement.** The City shall bill the District at the beginning of each fiscal quarter, and the District will make payments to the order of the "City of

Wood River" and the same shall be directed to the City Finance Department. The District shall make each such payment within sixty (60) days of receipt of an invoice.

C. **Billing for Subsequent Years of Agreement.** In years two and three, the District will pay for the City's full cost of allocating the SRO to District facilities. Costs will be calculated on the same basis as for year one, increasing consistent with the City cost increases for wages, insurance, pensions, and other components of the total cost, as detailed on Exhibit A. Overtime costs shall be paid by the City.

D. **Inability to Ascertain Reimbursable Costs.** In the event any costs cannot be determined due to lack of an approved labor agreement, the District will be billed at the most recent amounts available. However, cost increases will be billed retroactively once a labor agreement is approved.

E. **Estimated Costs.** Each year in June, City Finance staff will provide estimated costs for the upcoming fiscal year to the District Superintendent.

Section 10. Term of Agreement.

A. **Initial Term of Agreement.** This Agreement shall be for a term of two and one half (2 ½) years which shall commence on January 1, 2024, and expire on June 30, 2026, unless otherwise renewed as provided in Subsection 10.B. of this Agreement.

B. **Adjustment of Reimbursement Amount.** In the event that this Agreement is renewed, the City Chief of Police shall provide written notice to the District Superintendent of any reimbursement adjustment and such notice of reimbursement adjustment shall be provided to the District Superintendent prior to March 15 of the then current term, whether it be the initial term or any successive term. In the event that the District fails or refuses to agree to the City reimbursement adjustment prior to April 15 of the then current term, this Agreement shall be deemed to expire at the end of the then current term, whether it be the initial term or any successive term.

Section 11. Insurance.

A. **SROs Performance of Police Functions.** The Parties agree that the SRO, when performing their respective SRO duties are performing a police function that has been directed by the City and that the SRO's performance of SRO duties shall in no way be deemed, construed, or interpreted as performing police duties for the District itself.

B. **Parties' Minimum Insurance Coverage.** Each party shall maintain general liability insurance. Limits shall be a minimum of (i) \$3,000,000 per occurrence for bodily injury or property damage. Coverage shall include those perils generally associated with a general liability policy. Coverage shall contain no exclusions for cross liability between insureds.

C. **Certificates of Insurance.** The City shall provide the District with a certificate of insurance evidencing that the City has insurance coverage at the coverage limits stated in the certificate of insurance. The City agrees that the levels of insurance coverage stated in the

certificate of insurance shall remain at least at those stated in the certificate of insurance during the term of this Agreement and any extension thereof.

Section 12. Indemnification. It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other party or against third parties. The Parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct. Nothing in this Section shall be deemed, construed or interpreted as a waiver or release by either Party of such rights as it may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*). This Section, in its entirety, shall survive the expiration of termination of this Agreement.

Section 13. Assignment. Neither Party shall have the right to assign or otherwise transfer its rights, obligations or responsibilities under this Agreement to any other person without the written consent of the other Party, which consent may be withheld for any reason whatsoever.

Section 14. Dispute Resolution.

A. Default and Cure. In the event a Party (hereinafter, the "Non-Defaulting Party") believes the other Party (the "Defaulting Party") has defaulted on any obligation provided for in this Agreement, the Non-Defaulting Party shall have the right to send the Defaulting Party a written Notice of Default. The Notice of Default shall, at a minimum, (a) state the nature of the default; (b) identify the section of this Agreement believed to be in default; and (c) state the date by which the default must be cured. Within five (5) business days of receipt of the Notice of Default, the Defaulting Party shall respond to the said Notice of Default by (a) stating that the default has been cured; (b) stating that the default cannot be cured by the date provided in the Notice of Default but that it can be cured at a specifically stated later date; or (c) providing clear evidence that no default occurred. If the Defaulting Party fails to cure the default within the time provided in the Notice of Default or such other time as the Parties agree or if the Non-Defaulting Party does not accept the Defaulting Party's evidence that no default occurred, the Parties shall confer in person in an effort to resolve their dispute. If the Parties are unable to resolve their dispute, the Non-Defaulting Party shall have the right to declare this Agreement terminated.

B. Failure to Resolve Dispute. Either Party shall have the right to seek to enforce this Agreement by initiating and maintaining a claim or action in the Circuit Court of the Third Judicial Circuit, Madison County, Illinois. The laws of the State of Illinois shall govern any interpretation, enforcement, and action for breach of any Section of this Agreement.

Section 15. Notices. Any written notice required to be given by this Agreement shall be in writing and deemed effective as hereinafter stated:

- **If by U.S. First Class Mail:** If notice is given by U.S. First Class Mail, the same shall be deemed effective four (4) business days after placement with the United States Postal

Service if such notice is placed in a properly stamped envelope bearing the proper address of the intended recipient of such notice.

- **If by Facsimile:** If notice is given by facsimile, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time and if the sender's facsimile machine prints out a receipt that such facsimile was received by the intended recipient's facsimile machine. If the transmission was successful but no such receipt is printed, then the notice shall be deemed effective as if given by U.S. First Class Mail.
- **If by Electronic Mail (e-mail):** If notice is successfully given by electronic mail, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time.
- **If by Personal/Courier Delivery:** If notice is given by personal or courier service delivery, the same shall be deemed effective the next business day following delivery.

No other form or manner of notice, including by e-mail, shall be deemed effective unless the recipient acknowledges receipt of such notice and, in such case, the notice will be deemed effective as of the next business day.

Notices shall be given as follows:

If to City: Mayor
City of Wood River
111 North Wood River Avenue
Wood River, Illinois 62095
FAX:
E-MAIL:

If to District: Superintendent
Wood River – Hartford School District No. 15
501 East Lorena Avenue
Wood River, Illinois 62095
FAX:
E-MAIL:

Section 16. Representation and Warranty. Each Party represents and warrants that the person who executed this Agreement on behalf of the respective Party had the authority to do so.

In witness whereof, the parties have executed this Agreement on this ____ day of _____, 2024.

CITY OF WOOD RIVER, ILLINOIS

**WOOD RIVER - HARTFORD
SCHOOL DISTRICT NO. 15**

By: _____

Tom Stalcup
Mayor

By: _____

Steven Scroggins
Board of Education President

Attest: _____

Danielle Sneed
Clerk

Attest: _____

Sheila Sorgea
Board of Education Secretary

DRAFT

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF WOOD RIVER AND OSF HEALTHCARE FOR ONSITE MARKETING IN SUPPORT OF THE WOOD RIVER RECREATION CENTER

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it desires to generate revenue for the City Recreation Center through sponsorships, including granting non-exclusive rights to private individuals and business entities to pay City for onsite marketing associated with the City Recreation Center; and

WHEREAS, OSF Healthcare ("OSF") desires to pay City for onsite marketing associated with the City Recreation Center; and

WHEREAS, OSF has provided an Agreement for City's consideration for onsite marketing associated with the City Recreation Center (See **Exhibit A**; hereinafter "OSF Proposal"); and

WHEREAS, the OSF Proposal states, in pertinent part:

1. OSF will pay City for onsite marketing associated with the Wood River Recreation Center as follows:
 - a. \$3,000 – (2024 – 2025);
 - b. \$3,000 – (2025 – 2026);
 - c. \$3,000 – (2026 – 2027);
 - d. \$3,000 – (2027 – 2028);
 - e. \$3,000 – (2029 – 2030);

(See **Exhibit A**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the OSF Proposal for marketing at the City Recreation Center (See **Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute any documents required to approve the OSF Proposal for marketing at the City Recreation Center. (See **Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wood River as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. The OSF Proposal is approved (*See Exhibit A*).

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Wood River, to execute any documents required to approve the OSF Proposal.

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

PASSED and APPROVED this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Agreement

This Agreement ("Agreement") is entered into this 15 day of March, 2024 ("Effective Date"), by and between ("SPONSOR") and City of Wood River ("OWNER"). OWNER and/or SPONSOR may each be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, OWNER has built the Wood River Recreation Center which will include the amenities hereinafter described; and

NOW, THEREFORE, in consideration of the promises in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

- 1. SPONSOR will be an official sponsor of the Wood River Recreation Center and will have the right to utilize the official marks and logos of the Wood River Recreation Center to designate itself as a sponsor of this venue in the following categories:

LANDMARK – WALKING TRACK PARTNER

- 1. SPONSOR will receive one (1) 8' X 3.5' banner ad on the walking track of the Wood River Recreation Center.
 - a.) OWNER will be responsible for the upkeep of the Wood River Recreation Center. SPONSOR has no responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Wood River Recreation Center, including but not limited to Wood River Recreation Center repairs and maintenance.
 - b.) OWNER and SPONSOR shall mutually agree upon signage. OWNER will be responsible for the initial costs of production or procurement and installation of such signage, and also responsible for the reasonable maintenance thereof.

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

- 1. SPONSOR and OWNER will mutually agree upon in writing and disseminate a social media post and/or schedule a press conference announcing the partnership solely between SPONSOR and OWNER.

TERM AND INVESTMENT

The Term of this Agreement will be for five (5) years.

- 1. SPONSOR will pay OWNER as follows for the partnership to the Wood River Recreation Center via the following monetary amounts, excluding any sales tax that might be applicable:
 - i. Year 1 (2024 – 2025) = \$3,000.00
 - ii. Year 2 (2025 – 2026) = \$3,000.00
 - iii. Year 3 (2026 – 2027) = \$3,000.00
 - iv. Year 4 (2027 – 2028) = \$3,000.00
 - v. Year 5 (2029 – 2030) = \$3,000.00

2. Payments will be due on an annual basis and are due and payable at the beginning of each contract year unless one time payment is paid.
 - i. 1st payment due on or before June 1, 2024
 - ii. 2nd payment not due until the 1-year anniversary of signage installation date
3. OWNER shall provide SPONSOR with an invoice for each annual installment no later than forty-five days prior to the due date thereof. Annual payments will be in default if not received by OWNER within fifteen days of the due date thereof.
4. Owner shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing.

TERMINATION

1. SPONSOR may, in its sole discretion, terminate this Agreement by written notice to OWNER if: (a) OWNER ceases to own or operate the Wood River Recreation Center or the location of the Wood River Recreation Center changes; or (b) OWNER misrepresents, misappropriates or misuses the name or Marks (as defined below) of SPONSOR.
2. Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to the other Party for any consequential, special, indirect, incidental, punitive, exemplary, or similar damages (including damages for loss of use, business, or profit) that the other Party suffers in connection with this Agreement, regardless whether such action is based on contract, tort, or any other legal theory and whether such Party has been advised of the possibility of such damages or if such damages could have been reasonably foreseen.

REPRESENTATIONS AND WARRANTIES

1. OWNER represents and warrants that: (a) OWNER has the right to grant to SPONSOR the partnership and all of the benefits described in this Agreement; (b) OWNER has obtained the approvals of all third parties which are required (if any) in order for OWNER to grant the benefits under this Agreement in favor of SPONSOR; (c) the naming rights and benefits described in and granted under this Agreement comply with all applicable laws; and (d) the Advertising Materials shall be of good quality, shall conform to the requirements of this Agreement, and shall be prepared in a professional and workmanlike manner.

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.

3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. In the event that OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.
4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

XIII. NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out of pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Wood River Recreation Center or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Wood River Recreation Center as soon as reasonably possible.

XIV. MISCELLANEOUS

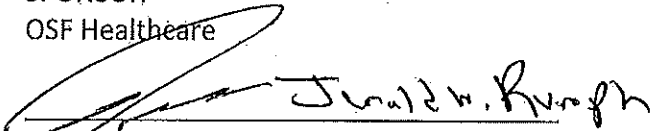
1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Madison County, IL, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.

4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

SIGNING PARTIES

SPONSOR

OSF Healthcare


Signature

President
Title

3/15/2024
Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF WOOD RIVER TO ENTER A PROFESSIONAL SERVICES CONTRACT WITH GREAT RIVERS & ROUTES TOURISM BUREAU FOR PURPOSES OF TOURISM PROMOTION AND DEVELOPMENT IN THE CITY OF WOOD RIVER

WHEREAS, the City of Wood River, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined Great Rivers & Routes Tourism Bureau is qualified and willing to provide tourism promotion and development services for the City of Wood River; and

WHEREAS, City is willing to compensate Great Rivers & Routes Tourism Bureau for tourism promotion and development services for the City of Wood River; and

WHEREAS, City has determined it necessary to contract with Great Rivers & Routes Tourism Bureau for tourism promotion and development services; and

WHEREAS, Great Rivers & Routes Tourism Bureau has presented a contract for professional services to promote tourism in the City of Wood River (*See Exhibit A*); and

WHEREAS, The Contract with Great Rivers & Routes Tourism Bureau (**Exhibit A**), identifies Great Rivers & Routes Tourism Bureau’s general marketing and promotional obligations; and

WHEREAS, The Contract with Great Rivers & Routes Tourism Bureau (**Exhibit A**), states in pertinent part:

The term of the Agreement shall be for one (1) year starting May 1, 2024, to May 1, 2025, and the agreement may be extended for an additional one (1) year term upon the mutual written agreement of the City and Great Rivers & Routes Tourism Bureau; and

WHEREAS, The Contract with Great Rivers & Routes Tourism Bureau (**Exhibit A**), states in pertinent part:

The City agrees to pay the Great Rivers & Routes Tourism Bureau an amount not to exceed \$25,000.00 in four quarterly installments of \$6,250.00 beginning May 1, 2024; and

WHEREAS, City has determined approving the proposed contract with Great Rivers & Routes Tourism Bureau (**Exhibit A**) is in the best interests of the health, safety, general welfare, and economic welfare of the City; and

WHEREAS, City has determined the proposed contract with Great Rivers & Routes Tourism Bureau (**Exhibit A**) can be approved without being competitively bid because it is a professional services contract, City has worked consistently with Great Rivers & Routes Tourism Bureau for many years to City's satisfaction, and the services delivered by Great Rivers & Routes Tourism Bureau are a sole source purchase; and

WHEREAS, the City Council finds that the Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to enter the Great Rivers & Routes Tourism Bureau Contract (*see Exhibit A*).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wood River, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.

Section 2. The Great Rivers & Routes Tourism Bureau Contract (*see Exhibit A*) is approved.

Section 3. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

PASSED and APPROVED this 1st day of April, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:



15

AGREEMENT BETWEEN THE CITY OF WOOD RIVER (CITY)

AND GREAT RIVERS & ROUTES TOURISM BUREAU (GRRTB)

Assess, Align & Activate-Building the Next Great Regional Tourism Destination

This Agreement is made and entered into by and between the City of Wood River (City) and Great Rivers & Routes Tourism Bureau GRRTB (GRRTB) an Illinois non-profit corporation; acting by and through its duly authorized representative and the City of Wood River, an Illinois non-home rule municipal corporation, acting by and through its duly authorized Mayor, to request tourism promotion, programming, and documentation of the impact of said activities.

RECITALS

WHEREAS, City desires to enter this Agreement with GRRTB for tourism promotion and development services; and

WHEREAS, GRRTB is qualified and willing to provide tourism promotion and development services for the City; and

WHEREAS, City is willing to compensate GRRTB for tourism promotion and development services at an agreed upon price.

1. Term

The term of this Agreement shall be for one (1) year starting May 1, 2024, to May 1, 2025. This Agreement may be extended for an additional one (1) year term of time upon the mutual written agreement of the City and GRRTB.

2. GRRTB's General Marketing and Promotional Obligations

- a) Paid marketing and promotion of the City including annual special events, sites, attractions, and small businesses through digital and social media marketing and/or print publications.
- b) Support the City tourism with social media (organic).
- c) Maintain the region-wide tourism website and the City of Wood River landing page that refers to all City tourism entities, small businesses, and events.
- d) Respond to online requests for visitor information concerning City tourism.
- e) Create and manage a tourism calendar of events on the platform of EnjoyIllinois.com and the City of Wood River region site. This calendar will focus on tourism events capable of pulling visitors from a 50-mile radius and will be made available via link to the City's website.
- f) Inclusion seasonally in the Go Guide Travel Guide with content story telling.

- g) Video production highlighting the City's small businesses, sites, and attractions.
- h) Provide direct public relations support for City as GRRTB works with both regional, national, and international travel writers, bloggers, influencers, and media outlets throughout the tourism industry to engage audiences through strategic messaging.
- i) Provide technical assistance in tourism product development, marketing coordination, and potential funding sources for City tourism opportunities.
- j) Integrate City's regional tourism assets and raise awareness for media pitch and all PR efforts through state's agency and the state's social media pushes as appropriate.
- k) Represent City at national and international trade shows for leisure group travel as well as potential sports marketing and meetings markets where possible.
- l) Promotes facilities that can accommodate family reunions, meetings, or convention groups in the City.
- m) Conduct media and group familiarization tours and site visits to the City offered to travel writers, meeting planners, and group travel organizers as appropriate.
- n) Participate in community meetings pertaining to tourism promotion and development.

3. Total Compensation

In consideration of the GRRTB performing the above-mentioned services, the City agrees to pay the GRRTB an amount not to exceed TWENTY-FIVE Thousand and No/100 Dollars (\$25,000). Payment will be divided equally into four (4) quarterly installments of \$6,250.00. The first payment will occur on May 1, 2024, and subsequent payments are due on the 1st of each quarter: August 1, 2024, November 1, 2024, and February 1, 2025.

4. Termination

Either party may terminate this Agreement by providing 30 days written notice to the other party. Upon receipt of notice of termination, City will honor all reasonable expenses for which City allocated funds have been budgeted prior to receipt of notice of termination.

5. Certification

The City will certify with the State of Illinois annually during the month of February that GRRTB is the tourism bureau of record during the term of this agreement.

6. Independent Contractor

GRRTB is an independent contractor under this Agreement. GRRTB is not an agent or employee of the City for any purpose and the employees of the GRRTB neither are employees of the City for any purposes, nor entitled to any benefits that City provides its employees.

7. Assignment

GRRTB shall not assign, subcontract, or otherwise transfer any rights or responsibilities under this Agreement except upon the written consent of the City.

8. Indemnification

GRRTB shall defend, protect, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, loss, damage, injury, or liability including claims for misapplication of contributions or other funds, State or Federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens resulting directly or indirectly from the performance of this Agreement by GRRTB, unless caused by the negligence or willful conduct of the City.

9. Reporting of Results

a) GRRTB will make an impact report presentation to the City on an annual basis.

10. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes any prior agreement, whether oral or written, covering the same subject matter. This agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties.

EXECUTED this _____ day of _____, 2024.

CITY OF WOOD RIVER (CITY)

GREAT RIVERS & ROUTES TOURISM (GRRTB)

By: _____

By: _____

Tom Stalcup, Mayor

Cory M Jobe, President & CEO