

ORDER OF BUSINESS

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

May 6, 2024
7:00 P.M.
Wood River, IL 62095

AGENDA

- 1) Roll Call:
David Ayres
Jeremy Plank
Tom Stalcup
Bill Dettmers
Scott Tweedy
- 2) Approval of the minutes of the regular meeting of April 15, 2024, as printed.
- 3) Approval of the bills submitted for payment for the period April 11, 2024, to May 1, 2024, as printed.
(Expenditures pertaining to the Local Government Travel Expense Control Act: None)
- 4) PRESENTATIONS:
Mayor Stalcup will present Appearance Awards for the month of May to:
Susie Van Winkle 864 E. Lorena
Atomic Pinball 102 Whitelaw
- 5) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 6) Approval of an ordinance authorizing the execution of a Redevelopment Agreement with Laura Burton, on behalf of Full Circle Function PLLC, for TIF Financial Assistance at 21 E. Acton, as submitted by the TIF Committee.
- 7) Approval of an ordinance authorizing the execution of a Redevelopment Agreement with Andrew Carr, on behalf of Prime Health Chiropractic, for TIF Financial Assistance at 234 E. Ferguson, as submitted by the TIF Committee.
- 8) Approval of an ordinance authorizing the execution of a Redevelopment Agreement with Arron DeWerff, on behalf of DBI Property Management, for TIF Financial Assistance at 15 E. Ferguson, as submitted by the TIF Committee.
- 9) Approval of an ordinance declaring items from various departments as surplus and authorizing the sale of said items.
- 10) Approval of a resolution authorizing a Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for shared space between the City of Wood River and Rent Fun, as submitted by the City Manager.
- 11) Approval of a resolution waiving bids and approving and authorizing the execution of a Professional Services Contract between the City of Wood River and Governmental Consulting Solution, Inc. for grant incentive consulting services, as submitted by the City Manager.
- 12) Approval of a resolution authorizing the execution of an aggregation agreement between Homefield Energy and the City of Wood River for electric aggregation, as submitted by the City Manager.

- 13) Approval of a resolution authorizing the execution of a contract between the City of Wood River and OSF Healthcare System for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.
- 14) Approval of a resolution authorizing the sole source purchase of cardio equipment for the Wood River Recreation Center from Advanced Exercise and waiving customary bidding procedures, as submitted by the Director of Parks & Recreation.
- 15) Approval to re-appoint Karen Weber as City Treasurer.
- 16) Approval to re-appoint Danielle Sneed as City Clerk.
- 17) Approval of a request to seek bids for dugouts and backstop/kneewall for Dwiggins Field at Emerick Sports Complex, as submitted by the Director of Parks & Recreation.
- 18) Approval of a request to hold the Annual Youth League Parade on Saturday, June 1, 2024, beginning at 9:30am, as submitted by the Director of Parks & Recreation.
- 19) Approval of a recommendation from Mayor Stalcup to appoint the following individuals to the various Boards and Commissions:

TRAFFIC COMMISSION (3 years)

| | | |
|---|----------------|---------------------------------|
| Mona Cummins, 605 10 th Street | Re-appointment | <u>Term Expires</u> May 2027 |
| Keelan Gillian, 2705 Windham Terr. #42 | Re-appointment | May 2027 |
| Chairman: Joe Freeman | | |
| Ex-Officio: Councilman Bill Dettmers | | |

PLANNING COMMISSION (5 years)

| | | |
|--------------------------------------|----------------|---------------------------------|
| Ryan Smith, 823 N. WR Ave. | Re-appointment | <u>Term Expires</u> May 2029 |
| John Smith, 460 Whitelaw | Re-appointment | May 2029 |
| Chairman: Jesse Daniels | | |
| Ex-Officio: Councilman Bill Dettmers | | |

BOARD OF ZONING APPEALS (5 years)

| | | |
|-------------------------------------|----------------|---------------------------------|
| Bill Hinkle, 1136 E. Lorena | Re-appointment | <u>Term Expires</u> May 2029 |
| John Smith, 460 Whitelaw | Re-appointment | May 2029 |
| Doug Cook, 1537 Ladd | Re-appointment | May 2029 |
| Chairman: John Smith | | |
| Ex-Officio: Councilman Jeremy Plank | | |

FIRE & POLICE COMMISSION (3 years)

| | | |
|------------------------------------|----------------|---------------------------------|
| Adam Tassinari, 2276 Rock Hill Rd. | Re-appointment | <u>Term Expires</u> May 2027 |
| Chairman: Adam Tassinari | | |
| Ex-Officio: Mayor Tom Stalcup | | |

PARKS & RECREATION COMMISSION (5 YEARS)

| | | |
|-------------------------------------|-----------------|---------------------------------|
| Lauren Friese, 334 E. Lorena | New appointment | <u>Term Expires</u> May 2029 |
| Chairman: Robert Kasten | | |
| Ex-Officio: Councilman Scott Tweedy | | |

LIBRARY BOARD (3 years)

Mary Ann Crawford, 528 Mildred
Sue Smith, 460 Whitelaw
Cathi Stalcup, 480 Summit
President: Steve Scroggins
Ex-Officio: Councilman David Ayres

Re-appointment
Re-appointment
Re-appointment

Term Expires

May 2027
May 2027
May 2027

POLICE PENSION BOARD (2 years)

William Webber, 904 N. 6th Street

Re-appointment

Term Expires

May 2026

FIRE PENSION BOARD (3 years)

Karen Weber

Re-appointment

Term Expires

May 2027

AIRPORT AUTHORITY (5 years)

None

APPEARANCE BOARD (3 years)

Mary Roberts, 969 Poplar
Valerie Freeman, 1205 N. 9th Street
Chairman: Valerie Freeman
Ex-Officio: Councilman Jeremy Plank

Re-appointment
Re-appointment

Term Expires

May 2027
May 2027

VAUGHN HILL CEMETERY COMMISSION (3 years)

None

Term Expires

- 20) Approval of a recess to hold a closed session to discuss matters pertaining to Purchase or Lease of Real Property (5 ILCS 120/2 (c)(5)).
- 21) Old Business
- 22) New Business
- 23) 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.

April 15, 2024

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Monday, April 15, 2024, in the Council Chambers at City Hall, 111 N. Wood River Avenue, with the recital of the Pledge of Allegiance. 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.

Mayor Stalcup announced the passing of Leroy Duncan. Leroy graduated from East Alton Wood River High School in 1966 and he served in the Navy and fought in the Vietnam War. Leroy was a member of the East Alton Wood River School Board for 23 years, he served two terms on the Wood River City Council, he was a long-time member of the City of Wood River Building and Zoning Committee, and for 54 years, Leroy was a life-time member of the VFW serving 40 years as the Commander. Leroy dedicated his life to our community and to the City of Wood River. Our hearts go out to his wife Linda, his son Kyle, and the rest of his family.

Mayor Stalcup asked for a Moment of Silence to honor Leroy Duncan.

APPROVAL OF MINUTES:

Councilman Dettmers moved to approve the minutes of the regular meeting of April 1, 2024, as printed, seconded by Councilman Tweedy, 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 March 28, 2024, to April 10, 2024, as printed, seconded by Councilman Plank, and approved by the following vote:

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

FINANCIAL STATEMENT ENDING MARCH 31, 2024:

Councilman Tweedy moved to approve the Financial Statement ending March 31, 2024, as printed, seconded by Councilman Ayres, and approved by the following vote:

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

OATH OF OFFICE:

City Clerk Danielle Sneed administered the Oath of Office to newly appointed Probationary Police Officer Katherine Castelli.

CITIZEN/CITY OFFICIAL COMMENTS:

Gary Wallace stated that April is a very significant historical month in American History. He read a narrative of the minute man response on April 19, 1775, after the historic midnight ride of Paul Revere on April 18, 1775. He read from the book titled Global Gun Grab: The United Nations Campaign to Disarm Americans by William Norman Grigg published in 2001. The author dedicated the book to the Heroes of United Flight 93: Let's Roll.

REPORTS/COMMENTS FROM CITY OFFICIALS:

Mayor Stalcup read Letters of Commendation addressed to Officer Nathan Hawkins from Police Chief Brad Wells and to Engineer/Paramedic Tyler Staicoff from Fire Chief Wade Stahlhut.

Mayor Stalcup announced that April 14th through April 20th is Telecommunicator Week. Mayor Stalcup thanked the Wood River Police Department's Telecommunication Personnel who serve six communities and guide all public safety personnel 24 hours a day, 7 days a week.

Congratulations to 1929 Pizza and Wine for being chosen as one of the top St. Louis Restaurants. The City is thrilled to see the restaurant being recognized for their exceptional food.

The City of Wood River welcomes Waterman's Floral Designs who has moved into the Jeffrey's Flowers by Design location on Wesley Drive.

The City-Wide Cleanup and Shred Day with Senator Erica Harriss will be held on Saturday, April 20, 2024, from 8:00 a.m. to 11:00 a.m. at the Wood River Police Department.

Mayor Stalcup congratulated the Wood River Business Alliance for being chosen as a Main Street Organization. The City looks forward to working together with the Business Alliance to grow Wood River's economy. He asked Kristen Burns to come forward to give a summary on the Main Street Organization.

Kristen Burns is proud to announce that the Wood River Business Alliance was one of five communities chosen to be a Main Street Organization. In the past year, the Wood River Business Alliance has worked hard to adopt the Main Street Approach incorporating the four points of economic vitality, promotions, organization, and beautification into their organization. She looks forward to the many opportunities, programs, services, and networking benefits that Main Street has to offer. The Wood River Business Alliance was up against some big competition, and she is very proud to announce that they were chosen. The Lieutenant Governor will be in town in the coming weeks for the ribbon cutting at the Wood River Business Alliance's new office with City Officials and County Members. She thanked Chief Wells, City Manager Steve Palen, Mayor Stalcup, Councilman Tweedy, and Councilman Plank for supporting the Wood River Business Alliance. She also thanked Councilman Ayres for attending meetings and events that the Wood River Business Alliance has hosted. Downtown Wood River is continuing to thrive. She stated that there have been three buildings in the last week that have either been leased or contracted for purchase for new and exciting businesses, including the Wood River Business Alliance's office at 61 E. Ferguson. The Wood River Business Alliance is excited to welcome Second Hand Barrel Company, Quig Sports Emporium, and Joy's Signature Pies Downtown all opening in the coming months. She also welcomed Waterman's Floral Designs to the City of Wood River. She thanked all the amazing businesses and individual partners that have joined the Wood River Business Alliance, and they look forward to working together to grow Wood River. In the coming weeks, Kristen Burns will be working with various City employees to be sure that the progress that has been made marketing the community continues as she moves to the role of Director of Main Street. She is very proud of what

has been accomplished including redeveloping the City of Wood River's website, creating social media pages, improving communication and transparency for residents, creating an e-newsletter and community calendar, and volunteer opportunities. She is honored to have worked with the City Officials and she appreciates the opportunity to move the community forward. She thanked the City for having confidence in her and her abilities to make Wood River a better community for everyone and she looks forward to continuing to work closely with City Officials in her new role as Executive Director of Main Street.

Mayor Stalcup announced that the Ice Cream Social will be held on Sunday, July 14, 2024, from 3:00 p.m. to 6:00 p.m. at Central Park.

The Wood River Appearance Board has added four new flower planters Downtown and would like to remind citizens to please not put trash in the planters.

Congratulations to Belk Park Golf Course Manager Mickey Sabolo and his staff for breaking the \$1,000,000 mark in revenue for the first time since the 2007-2008 season.

City Manager Steve Palen introduced Rhonda Breslin from Republic Services. Ms. Breslin is the City of Wood River's Sales Manager. Ms. Breslin gave a Fall 2023 Industry Update. The presentation is available in the City Clerk's Office at City Hall. Ms. Breslin was excited to announce that a new permanent driver has been hired to service the City of Wood River's residences. She is hopeful that this will reduce service delays and interruptions.

ORDINANCE NO. 24-13: AMENDING THE CITY CODE 90-7, TITLE VII: TRAFFIC CODE, CHAPTER 76: PARKING SCHEDULES, SCHEDULE IV: PARKING TIME LIMITS ON CERTAIN STREETS:

Councilman Ayres moved to approve an ordinance amending the City Code 90-7, Title VII: Traffic Code, Chapter 76: Parking Schedules, Schedule IV: Parking Time Limits on Certain Streets removing the parking signs between Acton Avenue and Ferguson Avenue, as recommended by the Traffic Commission, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 24-14: AMENDING THE CITY CODE 90-7, TITLE XI: BUSINESS REGULATIONS, CHAPTER 112: ALCOHOLIC BEVERAGES, SECTION 112.25 LIMIT ON NUMBER OF LICENSES:

Councilman Plank moved to approve an ordinance amending the City Code 90-7, Title XI: Business Regulations, Chapter 112: Alcoholic Beverages, Section 112.25 Limit on Number of Licenses, (E) changing the number of restaurant (beer and wine only) licenses in District 2 from two to three and (H) changing the number of early licenses in District 2 from three to four, seconded by Councilman Ayres

Councilman Dettmers asked for clarification on the location of District 2.

City Manager Steve Palen explained that District 1 is Downtown and District 2 is everywhere else.

The ordinance was approved by the following vote:

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

NAYS: None (0)

MAYOR PRO-TEM:

Councilman Stalcup moved to approve electing Councilman Jeremy Plank as Mayor Pro-Tem for the 2024-2025 Fiscal Year, seconded by Councilman Tweedy, and approved by the following vote:

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

APPROVED: REQUEST TO SEEK BIDS TO REPLACE THE CONCRETE ROLLED CURB AND GUTTER ALONG COLONIAL DRIVE:

Councilman Tweedy moved to approve a request to seek bids to replace the concrete rolled curb and gutter along Colonial Drive, as submitted by the Director of Public Services, seconded by Councilman Ayres

Councilman Plank asked for clarification on where Colonial Drive is located.

City Manager Steve Palen stated Colonial Drive is directly behind the StorCo Storage property and off Virginia Avenue. He explained that for a long time, Colonial Drive was thought to be a private roadway, but through records and research, the City has determined that it is a public roadway and it is the City's responsibility to repair and maintain.

The request was approved by the following vote:

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

APPROVED: REQUEST FROM THE GREATER MADISON COUNTY FEDERATION OF LABOR, AFL-CIO TO HOLD THE ANNUAL LABOR DAY PARADE ON WOOD RIVER AVENUE FROM THE ROUNDHOUSE TO THE NORTHERN CITY LIMITS ON SATURDAY, AUGUST 24, 2024, BEGINNING AT 10:00AM:

Councilman Dettmers moved to approve a request from the Greater Madison County Federation of Labor, AFL-CIO to hold the Annual Labor Day Parade on Wood River Avenue from the Roundhouse to the Northern City Limits on Saturday, August 24, 2024, beginning at 10:00 a.m., seconded by Councilman Tweedy, and approved by the following vote:

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

APPROVED: REQUEST FROM THE WOOD RIVER BUSINESS ALLIANCE TO USE THE DOWNTOWN PARKING LOT FROM MADISON AVENUE TO FIRST STREET ON THURSDAY EVENINGS FROM 3:00 P.M. TO DUSK FOR THE 2024 FARMERS MARKET SEASON BEGINNING THURSDAY, JUNE 6, 2024, AND ENDING THURSDAY, SEPTEMBER 19, 2024:

Councilman Tweedy moved to approve a request from the Wood River Business Alliance to use the Downtown Parking Lot from Madison Avenue to First Street on Thursday evenings from 3:00 p.m. to dusk for the 2024 Farmers Market Season beginning Thursday, June 6, 2024, and ending Thursday, September 19, 2024, seconded by Councilman Ayres, and approved by the following vote:

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

APPROVED – ANNUAL BIKE RAMBLE ON FRIDAY, JUNE 14, 2024:

Councilman Ayres moved to approve a request to hold the Annual Bike Ramble beginning and ending at Central Park on Friday, June 14, 2024, at 7:30 p.m., as submitted by the Director of Parks and Recreation, seconded by Councilman Tweedy, and approved by the following vote:

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

APPROVED: REQUEST FROM THE WOOD RIVER BUSINESS ALLIANCE TO USE CENTRAL PARK AND THE BANDSTAND ON FRIDAY, JUNE 14, 2024, FOR MOVIES IN THE PARK FOLLOWING THE WOOD RIVER BIKE RAMBLE FROM 7:00 P.M. TO 11:00 P.M.:

Councilman Dettmers moved to approve a request from the Wood River Business Alliance to use Central Park and the Bandstand on Friday, June 14, 2024, for Movies in the Park following the Wood River Bike Ramble from 7:00 p.m. to 11:00 p.m., seconded by Councilman Ayres, 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 7:41 p.m.

Mayor

City Clerk

DATE: 05/01/2024
 TIME: 09:55:56
 ID: AP4430ZN.WOW

CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

3

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---------------------------|--------------------------------|--------------------------------|--------------|------------|
| GENERAL FUND | | | | |
| GENERAL | | | | |
| GENERAL REVENUES | | | | |
| T0001351 | PROPERTY CONNECTIONS LLC | REPAY LIENS - PROPERTY REHABED | 10-00-2-0287 | 1,660.00 |
| TOTAL GENERAL REVENUES | | | | 1,660.00 |
| TOTAL GENERAL | | | | 1,660.00 |
| LEGISLATIVE | | | | |
| LEGISLATIVE EXP | | | | |
| 1015 | QUILL | BINDER CLIPS - CITY CLERK | 10-11-4-0519 | 19.90 |
| 1015 | | CLASP ENVELOPES | 10-11-4-0519 | 34.99 |
| 1015 | | LABELS & NOTARY SEALS | 10-11-4-0519 | 43.48 |
| 1051 | RIVER BEND GROWTH ASSOC | 2024 ANNUAL MEMBERSHIP | 10-11-4-0619 | 10,000.00 |
| 333 | BUDGET SIGNS TROPHIES & PLAQUE | MAY 2024 - APPEARANCE AWARDS | 10-11-4-0756 | 30.00 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 10-11-4-0796 | 92.25 |
| TOTAL LEGISLATIVE EXP | | | | 10,220.62 |
| TOTAL LEGISLATIVE | | | | 10,220.62 |
| ADMINISTRATION | | | | |
| ADMINISTRATION EXP | | | | |
| 1015 | QUILL | INK - CITY MANAGER | 10-12-4-0514 | 370.99 |
| 6135 | ACC BUSINESS | 3/11-4/10/2024 - TELEPHONE | 10-12-4-0786 | 134.13 |
| 6195 | KRISTEN ORBAN-BURNS | 4/8-4/13/2024 - MARKETING | 10-12-4-0792 | 600.00 |
| 6195 | | 4/14-4/20/2024 - MARKETING | 10-12-4-0792 | 585.00 |
| 6195 | | 4/21-4/27/2024 - MARKETING | 10-12-4-0792 | 600.00 |
| 705 | INTERNATIONAL INSTITUTE OF | IIMC DUES-6/29/2024-6/30/2025 | 10-12-4-0619 | 185.00 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 10-12-4-0796 | 372.55 |
| TOTAL ADMINISTRATION EXP | | | | 2,847.67 |
| TOTAL ADMINISTRATION | | | | 2,847.67 |
| FINANCE | | | | |
| FINANCE EXP | | | | |
| 1015 | QUILL | INK - FINANCE | 10-13-4-0514 | 42.99 |
| 1015 | | PENS, HIGHLIGHTERS | 10-13-4-0519 | 0.20 |
| 1015 | | INK - FINANCE | 10-13-4-0514 | 57.99 |
| 3749 | HARRIS | PAYROLL SETUP/TRAINING-HOSFORD | 10-13-4-0669 | 250.00 |
| 3749 | | MSI HOSTING MAINTENANCE | 10-13-4-0899 | 2,090.63 |
| 6062 | LINK COMPUTER CORPORATION | MAY 2024 - MUNI LINK | 10-13-4-0792 | 1,915.72 |
| 6135 | ACC BUSINESS | 3/11-4/10/2024 - TELEPHONE | 10-13-4-0786 | 134.13 |
| 6309 | GREAT AMERICA FINANCIAL SVCS. | MAY 2024 - POSTAGE LEASE | 10-13-4-0863 | 165.00 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 10-13-4-0796 | 1,068.00 |
| TOTAL FINANCE EXP | | | | 5,724.66 |
| TOTAL FINANCE | | | | 5,724.66 |
| ANIMAL CONTROL | | | | |
| ANIMAL CONTROL EXP | | | | |
| 1777 | TOP SECRET DESIGNS | LETTERING-ANIMAL CONTROL TRUCK | 10-14-4-0719 | 190.00 |
| 778 | LEON UNIFORM COMPANY | SHORT SLEEVE SHIRT - SCHULTZ | 10-14-4-0594 | 59.50 |
| TOTAL ANIMAL CONTROL EXP | | | | 249.50 |
| TOTAL ANIMAL CONTROL | | | | 249.50 |
| LEGAL | | | | |
| LEGAL EXP | | | | |
| 279 | BASSETT LAW OFFICE | LEGAL RETAINER | 10-15-4-0792 | 950.00 |
| 279 | | LEGAL FEES | 10-15-4-0721 | 1,417.08 |
| 4626 | UNSELL, SCHATTNIK & PHILLIPS | LEGAL SERVICES | 10-15-4-0721 | 3,549.60 |
| TOTAL LEGAL EXP | | | | 5,916.68 |

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---------------------------------|-----------------------------|-------------------------------|--------------|------------|
| GENERAL FUND | | | | |
| LEGAL | | | | |
| LEGAL EXP | | | | |
| TOTAL LEGAL | | | | 5,916.68 |
| BUILDING AND ZONING | | | | |
| BUILDING AND ZONING EXP | | | | |
| 1015 | QUILL | COPY PAPER | 10-16-4-0519 | 36.49 |
| 4039 | ACE HARDWARE OF BETHALTO | PLYWOOD, SCREWS - 68 THOMPSON | 10-16-4-0599 | 53.97 |
| 4039 | | PLYWOOD, SCREWS - 68 THOMPSON | 10-16-4-0599 | 44.98 |
| 4039 | | PLYWOOD, SCREWS - 68 THOMPSON | 10-16-4-0599 | 17.98 |
| 4039 | | PLYWOOD TO BOARD UP HOUSE | 10-16-4-0599 | 44.98 |
| 6135 | ACC BUSINESS | 3/11-4/10/2024 - TELEPHONE | 10-16-4-0786 | 67.07 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 10-16-4-0796 | 198.25 |
| TOTAL BUILDING AND ZONING EXP | | | | 463.72 |
| TOTAL BUILDING AND ZONING | | | | 463.72 |
| STREET LIGHTING | | | | |
| STREET LIGHTING EXP | | | | |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 10-17-4-0789 | 992.38 |
| 4163 | | MARCH 2024 - AMEREN | 10-17-4-0788 | 8,673.66 |
| TOTAL STREET LIGHTING EXP | | | | 9,666.04 |
| TOTAL STREET LIGHTING | | | | 9,666.04 |
| CITY HALL MAINTENANCE | | | | |
| CITY HALL MAINTENANCE EXP | | | | |
| 2159 | CHARTER COMMUNICATIONS | 4/22-5/21/2024 - 111 N WR AVE | 10-19-4-0786 | 176.02 |
| 3049 | ENVIRONMENTAL AIRE SERVICES | AIR FRESHENERS (4) | 10-19-4-0752 | 24.00 |
| 348 | CR SYSTEMS | PAPER PRODUCTS | 10-19-4-0541 | 42.50 |
| 348 | | HAND SOAP | 10-19-4-0541 | 135.00 |
| 348 | | APRIL 2024 - CLEANING | 10-19-4-0752 | 1,105.00 |
| 348 | | PAPER PRODUCTS | 10-19-4-0541 | 40.00 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 10-19-4-0783 | 1,056.76 |
| 5515 | THE WINDOW MAN, INC | QUARTERLY WINDOW CLEANING | 10-19-4-0752 | 125.00 |
| 6135 | ACC BUSINESS | 3/11-4/10/2024 - TELEPHONE | 10-19-4-0786 | 201.17 |
| TOTAL CITY HALL MAINTENANCE EXP | | | | 2,905.45 |
| TOTAL CITY HALL MAINTENANCE | | | | 2,905.45 |
| STREET MAINTENANCE | | | | |
| STREET MAINTENANCE | | | | |
| 1060 | ROD'S SERVICE INCORPORATED | O2 & ACETYLENE | 10-21-4-0544 | 24.73 |
| 2015 | GATEWAY BOBCAT, LLC | BELTS, CLAMPS, FILTERS | 10-21-4-0529 | 589.13 |
| 2015 | | OIL CAP, ANTIFREEZE | 10-21-4-0529 | 103.95 |
| 3603 | LUBY EQUIPMENT SERVICES | 2014 CASE BACKHOE - CABLE | 10-21-4-0529 | 112.00 |
| 3984 | AUTO ZONE | 2004 FORD 250 - SHOCKS | 10-21-4-0529 | 92.96 |
| 3984 | | CLASS 5 HITCH | 10-21-4-0529 | 307.48 |
| 3984 | | DEX COOL, BATTERIES (2) | 10-21-4-0529 | 351.96 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 10-21-4-0783 | 245.70 |
| 4757 | M & M SERVICE CO | DIESEL EXHAUST FLUID | 10-21-4-0529 | 281.88 |
| 540 | FISCHER LUMBER COMPANY | NEW DOOR - 14TH ST GARAGE | 10-21-4-0599 | 387.90 |
| 6233 | ODP BUSINESS SOLUTIONS, LLC | PRINTER INK - HARTMAN | 10-21-4-0599 | 84.99 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 10-21-4-0796 | 70.25 |
| TOTAL STREET MAINTENANCE | | | | 2,652.93 |
| TOTAL STREET MAINTENANCE | | | | 2,652.93 |
| PARKS AND RECREATION | | | | |
| RECREATION REVENUE | | | | |
| T0001347 | GAIL DAVIS | REFUND - NO BATHROOMS | 10-24-2-0305 | 50.00 |

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|----------------------|--------------------------------|---------------------------------|----------------------------|------------|
| GENERAL FUND | | | | |
| PARKS AND RECREATION | | | | |
| RECREATION REVENUE | | | | |
| | | | TOTAL RECREATION REVENUE | 50.00 |
| PARKS AND REC EXP | | | | |
| 1713 | WAL-MART COMMUNITY | EASTER EGG HUNT - SUPPLIES | 10-24-4-0303 | 61.36 |
| 1713 | | EASTER EGG HUNT - SUPPLIES | 10-24-4-0303 | 21.88 |
| 1713 | | BINDERS | 10-24-4-0519 | 16.55 |
| 1713 | | SENIOR CITIZENS-COFFEE, CREAMER | 10-24-4-0565 | 18.71 |
| 1713 | | LYSOL, PAPER TOWELS | 10-24-4-0541 | 53.37 |
| 2159 | CHARTER COMMUNICATIONS | 4/3-5/2/2024 - 315 LINTON | 10-24-4-0786 | 89.99 |
| 333 | BUDGET SIGNS TROPHIES & PLAQUE | BELK PARK RULES - SIGNAGE | 10-24-4-0305 | 260.00 |
| 333 | | PLAQUES - BISHOP, MCELROY | 10-24-4-0305 | 111.00 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 10-24-4-0783 | 844.94 |
| 539 | FIRE SAFETY INCORPORATED | ANNUAL - EXTINGUISHER MAINT | 10-24-4-0792 | 75.00 |
| 6237 | ON SITE COMPANIES, INC | 3/16/24-4/12/24 - BELK PARK | 10-24-4-0792 | 185.00 |
| 6237 | | 3/16/24-4/12/24 - BELK PARK | 10-24-4-0792 | 289.00 |
| 6237 | | 3/16/24-4/12/24 - 6TH ST PARK | 10-24-4-0792 | 110.00 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 10-24-4-0796 | 501.00 |
| T0001350 | CHRISTY BRUMLEY | REFUND PAVILION RENTAL | 10-24-4-0305 | 75.00 |
| | | | TOTAL PARKS AND REC EXP | 2,712.80 |
| | | | TOTAL PARKS AND RECREATION | 2,762.80 |
| PARK MAINTENANCE | | | | |
| PARK MAINTENANCE EXP | | | | |
| 1104 | SIEVERS EQUIPMENT COMPANY | BRAKE FLUID-BLUE FORD TRACTOR | 10-25-4-0529 | 62.25 |
| 1336 | LOWE'S COMPANIES INCORPORATED | SHARKBITE HOSE, PAINT | 10-25-4-0539 | 111.10 |
| 2172 | FOSTER BROTHERS | KIDDE KUSHION MULCH | 10-25-4-0560 | 2,155.00 |
| 2172 | | KIDDE KUSHION MULCH | 10-25-4-0560 | 2,155.00 |
| 4039 | ACE HARDWARE OF BETHALTO | GORILLA GLUE - REPAIRS | 10-25-4-0549 | 21.58 |
| 4039 | | FAUCET LINE & WATER PIPES | 10-25-4-0539 | 19.96 |
| 4039 | | CONNECTIONS - WATER LINES | 10-25-4-0539 | 32.38 |
| 4039 | | PIPE, TAP VALVE, COUPLINGS | 10-25-4-0539 | 22.31 |
| 4039 | | CONCRETE - MEMORIAL BENCHES | 10-25-4-0539 | 12.39 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 10-25-4-0783 | 94.74 |
| 5420 | D&D TIRE SERVICE LLC. | FLAT REPAIR | 10-25-4-0719 | 40.00 |
| 5547 | ADVANCE STORES CO., INC | BATTERIES (2) - FORD TRACTOR | 10-25-4-0529 | 238.50 |
| | | | TOTAL PARK MAINTENANCE EXP | 4,965.21 |
| | | | TOTAL PARK MAINTENANCE | 4,965.21 |
| DISASTER PREP | | | | |
| DISASTER PREP | | | | |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 10-26-4-0783 | 87.14 |
| | | | TOTAL DISASTER PREP | 87.14 |
| | | | TOTAL DISASTER PREP | 87.14 |
| POLICE | | | | |
| POLICE | | | | |
| 1002 | PRO AUTOMOTIVE SERVICES | TIE RODS, CONTROL ARMS - #7173 | 10-27-4-0719 | 1,618.04 |
| 1002 | | ALTERNATOR - #171 | 10-27-4-0719 | 1,172.10 |
| 1112 | SLAYDEN GLASS INCORPORATED | ADJUST DOOR CLOSURE | 10-27-4-0792 | 168.00 |
| 1713 | WAL-MART COMMUNITY | PRISONER FOOD | 10-27-4-0592 | 76.17 |
| 1713 | | LYSOL CLEANING SPRAY | 10-27-4-0541 | 3.97 |
| 1713 | | GARDEN HOSE NOZZLE SPRAYER | 10-27-4-0549 | 12.88 |
| 3833 | HSI EMERGENCY CARE SOLUTIONS | CPR CARDS/CERTIFICATIONS-WRPD | 10-27-4-0679 | 161.49 |
| 3833 | | CPR CARDS/CERTIFICATIONS-WRPD | 10-27-4-0679 | 38.45 |
| 4039 | ACE HARDWARE OF BETHALTO | 6' HOSE - PD | 10-27-4-0549 | 12.59 |
| 5854 | TRANS UNION LLC | CREDIT CHECK-NEW EMPLOYEE | 10-27-4-0499 | 41.48 |
| 5990 | AT&T MOBILITY | MARCH 2024 - CELL PHONES | 10-27-4-0786 | 826.49 |
| 6017 | SWIC | POLICE ACADEMY - M DAVIS | 10-27-4-0679 | 6,740.00 |
| 6135 | ACC BUSINESS | 3/11-4/10/2024 - TELEPHONE | 10-27-4-0786 | 134.13 |

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---------------------------------|-------------------------------|--------------------------------|--------------|------------|
| GENERAL FUND | | | | |
| POLICE | | | | |
| POLICE | | | | |
| 6242 | ILLINOIS DEPARTMENT OF | I-WIN SERVICES | 10-27-4-0306 | 30.00 |
| 6301 | ROYAL PRINTING | #10 ENVELOPES - 1,000 | 10-27-4-0742 | 130.00 |
| 778 | LEON UNIFORM COMPANY | PANTS, RAIN JACKET - #177 | 10-27-4-0594 | 224.99 |
| 946 | RAY O'HERRON COMPANY | PANTS, CLASS A HASH MARKS-#101 | 10-27-4-0594 | 114.69 |
| 946 | | CLASS A PANTS - #101 | 10-27-4-0594 | 75.94 |
| 946 | | CLASS A -#168, PANTS - #142 | 10-27-4-0594 | 176.87 |
| 946 | | CLASS A ITEMS - #168 | 10-27-4-0594 | 122.15 |
| 981 | UTILITRA | FINGERPRINT MACHINE - POWER | 10-27-4-0759 | 145.41 |
| 981 | | APRIL 2024 - IT SERVICES | 10-27-4-0796 | 4,282.10 |
| TOTAL POLICE | | | | 16,307.94 |
| TOTAL POLICE | | | | 16,307.94 |
| FIRE | | | | |
| FIRE EXP | | | | |
| 1518 | SENTINEL EMERGENCY SOLUTIONS | MAINTENANCE & DOT - 4217 | 10-28-4-0719 | 1,521.43 |
| 2159 | CHARTER COMMUNICATIONS | 4/22-5/21/2024 - 501 E E'VILLE | 10-28-4-0786 | 441.76 |
| 299 | BANNER FIRE EQUIPMENT | REPLACE SWIVEL ELBOW - 4214 | 10-28-4-0529 | 88.99 |
| 299 | | SIREN FOOT SWITCH - 4214 | 10-28-4-0529 | 172.99 |
| 2995 | EVCO NATIONAL | FIRE ENGINE BAY 501 - PAINTING | 10-28-4-0916 | 23,850.00 |
| 318 | BOUND TREE MEDICAL LLC | CASE OF SHARPS CONTAINERS | 10-28-4-0551 | 134.43 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 10-28-4-0783 | 943.46 |
| 5208 | AAIC INCORPORATED | CONSTRUCTION ADMIN FEES | 10-28-4-0916 | 1,000.00 |
| 539 | FIRE SAFETY INCORPORATED | TESTING - CYLINDERS (4) | 10-28-4-0515 | 202.00 |
| 5631 | ILLINOIS OFFICE OF THE STATE | BOILER CERTIFICATION/INSPECT | 10-28-4-0752 | 100.00 |
| 6044 | CASHION FIRE EQUIPMENT, LLC | COLOR CODING PUMP HOSES | 10-28-4-0514 | 333.05 |
| 6044 | | AERIAL HYDRAULIC VALVES-4233 | 10-28-4-0719 | 540.00 |
| 6174 | CHILDERS, NATHAN | REIMBURSE - CURRICULUM COURSE | 10-28-4-0679 | 55.00 |
| 6246 | AIRGAS USA, LLC (S144) | OXYGEN | 10-28-4-0551 | 30.00 |
| 6330 | GERALD ASHFORD | 3RD PARTY TRAINING CLASS | 10-28-4-0679 | 500.00 |
| 6331 | SYDNEY BLOCH | REIMBURSE-CURRICULUM CLASS | 10-28-4-0679 | 55.00 |
| 6332 | MEINERSHAGEN ROOFING | REPAIR HALL DAMAMGE-FD ROOF | 10-28-4-0916 | 565.00 |
| 778 | LEON UNIFORM COMPANY | UNIFORM ITEMS - E MICHAEL | 10-28-4-0594 | 106.00 |
| 778 | | UNIFORM POLOS - STAHLHUT, KAMP | 10-28-4-0594 | 339.92 |
| 778 | | CREDIT RETURN ITEMS - DESUTTER | 10-28-4-0594 | -78.49 |
| 778 | | NAME BAR - E MICHAEL | 10-28-4-0594 | 20.00 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 10-28-4-0796 | 729.15 |
| TOTAL FIRE EXP | | | | 31,649.69 |
| TOTAL FIRE | | | | 31,649.69 |
| POLICE COMMUNICATIONS | | | | |
| POLICE COMMUNICATIONS EXP | | | | |
| 2159 | CHARTER COMMUNICATIONS | 4/22-5/21/2024 - 550 MADISON | 10-40-4-0786 | 2,381.86 |
| 946 | RAY O'HERRON COMPANY | CLASS A ITEMS-KESTLER&ROBERSON | 10-40-4-0594 | 462.80 |
| 946 | | CLASS A ITEMS-KESTLER&ROBERSON | 10-40-4-0594 | 553.01 |
| TOTAL POLICE COMMUNICATIONS EXP | | | | 3,397.67 |
| TOTAL POLICE COMMUNICATIONS | | | | 3,397.67 |
| TOTAL GENERAL FUND | | | | 101,477.72 |
| MOTOR FUEL TAX | | | | |
| MFT | | | | |
| MFT EXP | | | | |
| 3490 | COMMUNITY SEED & FEED COMPANY | GRASS SEED-EROSION CONTROL | 21-00-4-0570 | 270.00 |
| 4140 | KIENSTRA - ILLINOIS | CONCRETE - GEORGE&PARK LANE | 21-00-4-0562 | 556.00 |
| 4140 | | FLOWABLE FILL-STATE ST&COTTER | 21-00-4-0554 | 444.00 |
| 4264 | CHRIST BROTHERS | BITUMINOUS PATCHING | 21-00-4-0552 | 294.00 |
| 4264 | | BITUMINOUS PATCHING | 21-00-4-0552 | 568.50 |
| TOTAL MFT EXP | | | | 2,132.50 |

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---------------------------|--------------------------------|--------------------------------------|--------------|------------|
| MOTOR FUEL TAX | | | | |
| | MFT | | | |
| | MFT EXP | | | |
| | | TOTAL MFT | | 2,132.50 |
| | | TOTAL MOTOR FUEL TAX | | 2,132.50 |
| INSURANCE | | | | |
| | INSURANCE | | | |
| | INSURANCE EXP | | | |
| 6058 | IPBC | MAY 2024-DENTAL INSURANCE | 23-00-4-0846 | 4,338.69 |
| 6058 | | MAY 2024-HEALTH INSURANCE | 23-00-4-0845 | 106,039.88 |
| 6058 | | MAY 2024-ADMIN EXPENSE | 23-00-4-0840 | 45.00 |
| 6058 | | MAY 2024-LIFE INSURANCE | 23-00-4-0844 | 429.86 |
| 6058 | | MAY 2024-VISION INSURANCE | 23-00-4-0850 | 341.70 |
| 6176 | INTACT INSURANCE | DEDUCTIBLE-2021 INS CLAIM | 23-00-4-0821 | 281.29 |
| | | TOTAL INSURANCE EXP | | 111,476.42 |
| | | TOTAL INSURANCE | | 111,476.42 |
| | | TOTAL INSURANCE | | 111,476.42 |
| LIBRARY | | | | |
| | LIBRARY | | | |
| | LIBRARY EXPENSES | | | |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 25-00-4-0783 | 116.87 |
| | | TOTAL LIBRARY EXPENSES | | 116.87 |
| | | TOTAL LIBRARY | | 116.87 |
| | | TOTAL LIBRARY | | 116.87 |
| WATER | | | | |
| | PUBLIC SERVICES ADMIN | | | |
| | WATER REVENUES | | | |
| T0001346 | JAMES BARR | REFUND CREDIT - 460 N 6TH ST | 30-00-2-0301 | 7.12 |
| T0001348 | JULIA KENNEDY | REFUND CREDIT - 30 COUNTRY LN | 30-00-2-0301 | 0.34 |
| T0001348 | | REFUND CREDIT - 30 COUNTRY LN | 30-00-2-0305 | 0.40 |
| T0001348 | | REFUND CREDIT - 30 COUNTRY LN | 30-00-2-0306 | 0.64 |
| | | TOTAL WATER REVENUES | | 8.50 |
| | PUBLIC SERVICES ADMIN EXPENSES | | | |
| 2159 | CHARTER COMMUNICATIONS | 4/22-5/21/2024 - 100 ANDERSON | 30-00-4-0786 | 289.94 |
| 2159 | | 4/22-5/21/2024 - 100 ANDERSON | 30-00-4-0786 | -23.35 |
| 4039 | ACE HARDWARE OF BETHALTO | BOLTS, WASHERS - DOLLY | 30-00-4-0529 | 2.24 |
| 5632 | WELLS FARGO VENDOR FIN SERV | COPIER LEASE | 30-00-4-0751 | 92.00 |
| 6233 | ODP BUSINESS SOLUTIONS, LLC | LAMINATION SHEETS | 30-00-4-0519 | 7.60 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 30-00-4-0796 | 140.50 |
| | | TOTAL PUBLIC SERVICES ADMIN EXPENSES | | 508.93 |
| | | TOTAL PUBLIC SERVICES ADMIN | | 517.43 |
| WATER DISTRIBUTION | | | | |
| | WATER DISTRIBUTION EXPENSES | | | |
| 1084 | SCHULTE SUPPLY INCORPORATED | WATER LINE SERVICE INSPECTION | 30-31-4-0916 | 33,333.34 |
| 2600 | CORE & MAIN LP | IPEARL METERS (6) | 30-31-4-0581 | 1,478.46 |
| 3490 | COMMUNITY SEED & FEED COMPANY | TOP SOIL | 30-31-4-0599 | 38.00 |
| 3506 | TEKLAB INCORPORATED | MARCH 2024 - WATER ANALYSIS | 30-31-4-0779 | 409.40 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 30-31-4-0783 | 766.18 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 30-31-4-0796 | 70.25 |
| | | TOTAL WATER DISTRIBUTION EXPENSES | | 36,095.63 |

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---------------|-----------------------------|----------------------------------|--------------|------------|
| WATER | | | | |
| | WATER DISTRIBUTION | | | |
| | WATER DISTRIBUTION EXPENSES | | | |
| | | TOTAL WATER DISTRIBUTION | | 36,095.63 |
| | WATER PLANT | | | |
| | WATER PLANT EXPENSES | | | |
| 2159 | CHARTER COMMUNICATIONS | 4/11-5/10/2024-SCADA INTERNET | 30-32-4-0786 | 203.08 |
| 3447 | ILLINOIS STATE TREASURER | WATER CERT RENEWAL - D. JOSE | 30-32-4-0619 | 10.00 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 30-32-4-0783 | 4,839.04 |
| 4190 | LAYNE CHRISTENSEN COMPANY | CLEANING WELLS #7 & #8 | 30-32-4-0749 | 31,800.00 |
| 4216 | MLDS | QUICKLIME DELIVERY | 30-32-4-0798 | 1,040.96 |
| 6233 | ODP BUSINESS SOLUTIONS, LLC | TONER - WATER PLANT PRINTER | 30-32-4-0599 | 90.52 |
| 6316 | PVS DX INC | CHLORINE | 30-32-4-0555 | 4,505.20 |
| 981 | UTILITRA | APRIL 2024 - IT SERVICES | 30-32-4-0796 | 70.25 |
| | | TOTAL WATER PLANT EXPENSES | | 42,559.05 |
| | | TOTAL WATER PLANT | | 42,559.05 |
| | | TOTAL WATER | | 79,172.11 |
| SEWER | | | | |
| | SEWER | | | |
| | SEWER REVENUES | | | |
| T0001348 | JULIA KENNEDY | REFUND CREDIT - 30 COUNTRY LN | 40-00-2-0304 | 0.27 |
| | | TOTAL SEWER REVENUES | | 0.27 |
| | | TOTAL SEWER | | 0.27 |
| | SEWER COLLECTIONS | | | |
| | SEWER COLLECTIONS EXPENSES | | | |
| 329 | BROTCKE WELL & PUMP | EASTWOOD LIFT STATION-PUMP | 40-41-4-0719 | 4,065.00 |
| 3603 | LUBY EQUIPMENT SERVICES | 2008 BACKHOE-BRACKET,BUMPER | 40-41-4-0529 | 399.91 |
| 3603 | | PAD | 40-41-4-0529 | 183.18 |
| 3603 | | RETURN PAD | 40-41-4-0529 | -183.18 |
| 3603 | | FUEL CAP - SEWER BACKHOE | 40-41-4-0529 | 64.12 |
| 3984 | AUTO ZONE | OIL FILTER, WIPER BLADES | 40-41-4-0529 | 15.59 |
| 4039 | ACE HARDWARE OF BETHALTO | O-RING | 40-41-4-0531 | 5.39 |
| 4163 | AMEREN ILLINOIS | 3/7-4/8/2024-1917 E E'VILLE RD | 40-41-4-0783 | 225.68 |
| 4163 | | MARCH 2024 - AMEREN | 40-41-4-0783 | 3,354.64 |
| 5353 | EJ EQUIPMENT, INC | MAINTENANCE-VACTOR TRUCK | 40-41-4-0719 | 3,227.95 |
| 5353 | | GREASE - VACTOR TRUCK | 40-41-4-0529 | 59.52 |
| | | TOTAL SEWER COLLECTIONS EXPENSES | | 11,417.80 |
| | | TOTAL SEWER COLLECTIONS | | 11,417.80 |
| | SEWER PLANT | | | |
| | SEWER PLANT EXPENSES | | | |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 40-42-4-0783 | 14,801.57 |
| | | TOTAL SEWER PLANT EXPENSES | | 14,801.57 |
| | | TOTAL SEWER PLANT | | 14,801.57 |
| | | TOTAL SEWER | | 26,219.64 |
| REFUSE | | | | |
| | REFUSE | | | |
| | REFUSE REVENUES | | | |
| T0001348 | JULIA KENNEDY | REFUND CREDIT - 30 COUNTRY LN | 49-00-2-0308 | 1.12 |
| T0001349 | JACK MOOSE | REFUND CREDIT - 243 S 12TH ST | 49-00-2-0308 | 4.98 |
| | | TOTAL REFUSE REVENUES | | 6.10 |

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-------------------------|------------------------------|-----------------------------------|--------------|------------|
| REFUSE | | | | |
| | REFUSE | | | |
| | REFUSE REVENUES | | | |
| | | TOTAL REFUSE | | 6.10 |
| REFUSE EXPENSES | | | | |
| 5406 | REPUBLIC SERVICES | MARCH 2024 - COMPOST DUMPSTERS | 49-49-4-0778 | 1,648.68 |
| 5406 | | MARCH 2024 - CITY PICK UPS | 49-49-4-0791 | 61,072.32 |
| 5406 | | APRIL 2024 - COMPOST DUMPSTERS | 49-49-4-0778 | 1,923.46 |
| 5406 | | APRIL 2024 - CITY PICK UPS | 49-49-4-0791 | 61,453.29 |
| 5406 | | WWTP DUMPSTER - AS NEEDED | 49-49-4-0778 | 130.00 |
| | | TOTAL EXPENSES | | 126,227.75 |
| | | TOTAL REFUSE | | 126,227.75 |
| | | TOTAL REFUSE | | 126,233.85 |
| GOLF COURSE | | | | |
| | GOLF CLUBHOUSE | | | |
| | CLUBHOUSE EXPENSES | | | |
| 1713 | WAL-MART COMMUNITY | HOSE, SPRAYER NOZZEL, AUTO SOAP | 50-52-4-0599 | 104.58 |
| 1713 | | PAPER TOWELS | 50-52-4-0541 | 19.98 |
| 1713 | | HOSE NOZZLES | 50-52-4-0758 | 13.76 |
| 4163 | AMEREN ILLINOIS | MARCH 2024 - AMEREN | 50-52-4-0783 | 1,837.05 |
| 539 | FIRE SAFETY INCORPORATED | ANNUAL MAINTENANCE--FIRE SYSTEM | 50-52-4-0752 | 165.00 |
| 5430 | ACUSHNET CO | GOLF SHOES - RESALE | 50-52-4-0579 | 2,212.90 |
| 5430 | | GOLF SHOES - RESALE | 50-52-4-0579 | 174.04 |
| 5430 | | GOLF SHOES - RESALE | 50-52-4-0579 | 59.68 |
| 5430 | | GOLF SHIRTS - RESALE | 50-52-4-0579 | 2,165.73 |
| 5430 | | GOLF SHOES - RESALE | 50-52-4-0579 | 59.68 |
| 5430 | | GOLF SHOES - RESALE | 50-52-4-0579 | 59.68 |
| 5430 | | GOLF SHOES - RESALE | 50-52-4-0579 | 59.68 |
| 5430 | | GOLF BALLS - RESALE | 50-52-4-0579 | 1,256.52 |
| 5430 | | GOLF SHOES - RESALE | 50-52-4-0579 | 520.63 |
| 5430 | | GOLF BALLS - RESALE | 50-52-4-0579 | 1,349.15 |
| 5430 | | GOLF SHOES - RESALE | 50-52-4-0579 | 136.51 |
| 5713 | MEDFORD OIL COMPANY | GASOLINE - GOLF CARTS | 50-52-4-0521 | 640.02 |
| 5794 | TNT GOLF CAR & MOTORSPORTS | PARTS - GOLF CART | 50-52-4-0758 | 26.77 |
| 6198 | RIVERBANK MARKETING | BELK PARK ADVERTISEMENT | 50-52-4-0749 | 900.00 |
| 6204 | CLEAN UNIFORM COMPANY | 4/15/2024-RUG&TOWEL SERVICE | 50-52-4-0752 | 187.70 |
| 6204 | | 4/29/2024-RUG&TOWEL SERVICE | 50-52-4-0752 | 187.70 |
| 6333 | CASCADE SUBSCRIPTION SERVICE | GOLF DIGEST - SUBSCRIPTION | 50-52-4-0619 | 399.00 |
| | | TOTAL CLUBHOUSE EXPENSES | | 12,535.76 |
| | | TOTAL GOLF CLUBHOUSE | | 12,535.76 |
| GOLF CONCESSIONS | | | | |
| | CONCESSION EXPENSES | | | |
| 1713 | WAL-MART COMMUNITY | BUNS,BLOODY MARY MIX,MEAT | 50-53-4-0571 | 113.87 |
| 1713 | | CUPS, PAPER TOWELS | 50-53-4-0572 | 79.90 |
| 1713 | | CHIPS, CRACKERS, COOKIES, WATER | 50-53-4-0571 | 210.32 |
| 1713 | | FOIL SHEETS, GLOVES, | 50-53-4-0572 | 40.92 |
| 1713 | | COFFEE, CREAMER, CHIPS, CRACKERS | 50-53-4-0571 | 295.44 |
| 1713 | | BUNS, KETCHUP, MUSTARD, BBQ SAUCE | 50-53-4-0571 | 96.97 |
| 1713 | | BUNS, LUNCH MEAT, KETCHUP | 50-53-4-0571 | 116.31 |
| 2750 | FOLSOM DISTRIBUTING | WATER & GATORADE | 50-53-4-0571 | 614.95 |
| 5236 | PEPSI - COLA | BAG IN BOX SODA | 50-53-4-0571 | 1,119.00 |
| 5540 | REIS SERVICES INC | HOT DOGS & BRATS | 50-53-4-0571 | 434.00 |
| 5540 | | HOT DOGS & BRATS | 50-53-4-0571 | 434.00 |
| | | TOTAL CONCESSION EXPENSES | | 3,555.68 |
| | | TOTAL GOLF CONCESSIONS | | 3,555.68 |
| | | TOTAL GOLF COURSE | | 16,091.44 |

DATE: 05/01/2024
 TIME: 09:55:56
 ID: AP4430ZN.WOW

CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|------------------------------------|--------------------------------|-------------------------------|--------------|------------|
| CAP IMPROVEMENTS AND DEVELOP | | | | |
| CAP IMPROVEMENTS AND DEVELOP | | | | |
| CID EXPENSES | | | | |
| 6275 | HEARTLAND BANK & TRUST CO | WR GRANT TECH ASSISTANCE | 87-00-4-0792 | 1,764.00 |
| 6329 | MAAG HOLDINGS, LLC | PURCHASE - 20 WOOD RIVER AVE | 87-00-4-0860 | 7,122.13 |
| TOTAL CID EXPENSES | | | | 8,886.13 |
| TOTAL CAP IMPROVEMENTS AND DEVELOP | | | | 8,886.13 |
| TOTAL CAP IMPROVEMENTS AND DEVELOP | | | | 8,886.13 |
| RECREATION CENTER | | | | |
| RECREATION FUND | | | | |
| RECREATION CENTER EXPENSES | | | | |
| 1713 | WAL-MART COMMUNITY | CONCESSIONS | 90-00-4-0304 | 20.23 |
| 2159 | CHARTER COMMUNICATIONS | 4/22-5/21/2024 - 633 N WR AVE | 90-00-4-0786 | 1,109.00 |
| 4557 | TITAN INDUSTRIAL CHEMICALS LLC | URINAL SCREENS, URINAL MATS | 90-00-4-0541 | 568.66 |
| 5236 | PEPSI - COLA | BAG-IN-BOX SODA, CYLINDERS | 90-00-4-0304 | 938.49 |
| 539 | FIRE SAFETY INCORPORATED | ANNUAL - EXTINGUISHER MAINT | 90-00-4-0792 | 120.00 |
| 6198 | RIVERBANK MARKETING | REC CENTER ADVERTISEMENT | 90-00-4-0749 | 900.00 |
| TOTAL RECREATION CENTER EXPENSES | | | | 3,656.38 |
| TOTAL RECREATION FUND | | | | 3,656.38 |
| TOTAL RECREATION CENTER | | | | 3,656.38 |
| TOTAL ALL FUNDS | | | | 475,463.06 |

DATE: 05/01/2024
TIME: 09:55:56
ID: AP44302N.WOW

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/06/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-------------------|------------------------------|------------------|-----------|------------|
| ----- | | | | |
| SUMMARY OF FUNDS: | | | | |
| | GENERAL FUND | | | 101,477.72 |
| | MOTOR FUEL TAX | | | 2,132.50 |
| | INSURANCE | | | 111,476.42 |
| | LIBRARY | | | 116.87 |
| | WATER | | | 79,172.11 |
| | SEWER | | | 26,219.64 |
| | REFUSE | | | 126,233.85 |
| | GOLF COURSE | | | 16,091.44 |
| | CAP IMPROVEMENTS AND DEVELOP | | | 8,886.13 |
| | RECREATION CENTER | | | 3,656.38 |
| | | | | ----- |
| | TOTAL --- ALL FUNDS | | | 475,463.06 |

INVOICES DUE ON/BEFORE 05/26/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-------------------------|-------------------------|-------------------------------|--------------|------------|
| GENERAL FUND | | | | |
| ADMINISTRATION | | | | |
| ADMINISTRATION EXP | | | | |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 10-12-4-0521 | 137.86 |
| | | TOTAL ADMINISTRATION EXP | | 137.86 |
| | | TOTAL ADMINISTRATION | | 137.86 |
| FINANCE | | | | |
| FINANCE EXP | | | | |
| 1457 | KOERNER DISTRIBUTOR INC | FEE-RETURN PAYMENT POS PAY | 10-13-4-0599 | 30.00 |
| | | TOTAL FINANCE EXP | | 30.00 |
| | | TOTAL FINANCE | | 30.00 |
| BUILDING AND ZONING | | | | |
| BUILDING AND ZONING EXP | | | | |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 10-16-4-0521 | 489.02 |
| | | TOTAL BUILDING AND ZONING EXP | | 489.02 |
| | | TOTAL BUILDING AND ZONING | | 489.02 |
| STREET LIGHTING | | | | |
| STREET LIGHTING EXP | | | | |
| 4320 | SOUTHWESTERN ELECTRIC | 3/5-4/5/2024 - ROCK HILL RD | 10-17-4-0788 | 206.73 |
| 4320 | | 3/5-4/5/2024 - GRAND VIEW | 10-17-4-0788 | 125.00 |
| | | TOTAL STREET LIGHTING EXP | | 331.73 |
| | | TOTAL STREET LIGHTING | | 331.73 |
| STREET MAINTENANCE | | | | |
| STREET MAINTENANCE | | | | |
| 2159 | CHARTER COMMUNICATIONS | 4/7-5/6/2024 - S 14TH STREET | 10-21-4-0786 | 231.03 |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 10-21-4-0521 | 2,845.92 |
| | | TOTAL STREET MAINTENANCE | | 3,076.95 |
| | | TOTAL STREET MAINTENANCE | | 3,076.95 |
| PARKS AND RECREATION | | | | |
| PARKS AND REC EXP | | | | |
| 2159 | CHARTER COMMUNICATIONS | 4/3-5/2/2024 - 633 N WR AVE | 10-24-4-0786 | 89.99 |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 10-24-4-0521 | 1,004.07 |
| | | TOTAL PARKS AND REC EXP | | 1,094.06 |
| | | TOTAL PARKS AND RECREATION | | 1,094.06 |
| PARK MAINTENANCE | | | | |
| PARK MAINTENANCE EXP | | | | |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 10-25-4-0521 | 172.19 |
| | | TOTAL PARK MAINTENANCE EXP | | 172.19 |
| | | TOTAL PARK MAINTENANCE | | 172.19 |
| POLICE | | | | |
| POLICE | | | | |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 10-27-4-0521 | 3,471.91 |
| 5990 | AT&T MOBILITY | 3/2-4/1/2024 - CELL PHONE | 10-27-4-0786 | 91.75 |
| | | TOTAL POLICE | | 3,563.66 |

DATE: 04/26/2024
 TIME: 11:58:48
 ID: AP4430ZN.WOW

CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/26/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|--------------------------------------|--------------------------------|-------------------------------|--------------|------------|
| GENERAL FUND | | | | |
| POLICE | | | | |
| POLICE | | | | |
| TOTAL POLICE | | | | 3,563.66 |
| FIRE | | | | |
| 4709 | FIRE EXP WEX BANK | APRIL 2024 - GASOLINE | 10-28-4-0521 | 1,885.29 |
| TOTAL FIRE EXP | | | | 1,885.29 |
| TOTAL FIRE | | | | 1,885.29 |
| TOTAL GENERAL FUND | | | | 10,780.76 |
| WATER | | | | |
| PUBLIC SERVICES ADMIN | | | | |
| PUBLIC SERVICES ADMIN EXPENSES | | | | |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 30-00-4-0521 | 41.46 |
| TOTAL PUBLIC SERVICES ADMIN EXPENSES | | | | 41.46 |
| TOTAL PUBLIC SERVICES ADMIN | | | | 41.46 |
| WATER DISTRIBUTION | | | | |
| WATER DISTRIBUTION EXPENSES | | | | |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 30-31-4-0521 | 1,164.37 |
| TOTAL WATER DISTRIBUTION EXPENSES | | | | 1,164.37 |
| TOTAL WATER DISTRIBUTION | | | | 1,164.37 |
| TOTAL WATER | | | | 1,205.83 |
| SEWER | | | | |
| SEWER COLLECTIONS | | | | |
| SEWER COLLECTIONS EXPENSES | | | | |
| 4320 | SOUTHWESTERN ELECTRIC | 3/1-4/1/2024-RHR LIFT STATION | 40-41-4-0783 | 248.62 |
| 4709 | WEX BANK | APRIL 2024 - GASOLINE | 40-41-4-0521 | 949.69 |
| TOTAL SEWER COLLECTIONS EXPENSES | | | | 1,198.31 |
| TOTAL SEWER COLLECTIONS | | | | 1,198.31 |
| TOTAL SEWER | | | | 1,198.31 |
| GOLF COURSE | | | | |
| GOLF CLUBHOUSE | | | | |
| CLUBHOUSE EXPENSES | | | | |
| 669 | ILLINOIS DEPARTMENT OF REVENUE | MARCH 2024 - SALES TAX | 50-52-4-0573 | 259.00 |
| TOTAL CLUBHOUSE EXPENSES | | | | 259.00 |
| TOTAL GOLF CLUBHOUSE | | | | 259.00 |
| GOLF CONCESSIONS | | | | |
| CONCESSION EXPENSES | | | | |
| 1457 | KOERNER DISTRIBUTOR INC | ALCOHOL - GOLF COURSE | 50-53-4-0574 | 257.00 |
| 1457 | | ALCOHOL - GOLF COURSE | 50-53-4-0574 | 117.40 |
| 5487 | DONNEWALD DISTRIBUTING CO. | ALCOHOL - GOLF COURSE | 50-53-4-0574 | 627.90 |
| 5487 | | ALCOHOL - GOLF COURSE | 50-53-4-0574 | 91.20 |
| 5487 | | ALCOHOL - GOLF COURSE | 50-53-4-0574 | 1,351.05 |
| 5496 | ROBERT CHICK FRITZ | ALCOHOL - GOLF COURSE | 50-53-4-0574 | 677.00 |
| 5496 | | ALCOHOL - GOLF COURSE | 50-53-4-0574 | 315.00 |
| 669 | ILLINOIS DEPARTMENT OF REVENUE | MARCH 2024 - SALES TAX | 50-53-4-0573 | 680.00 |

DATE: 04/26/2024
TIME: 11:58:48
ID: AP4430ZN.WOW

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/26/2024

| VENOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-------------|---------------------|---------------------------|-----------|------------|
| ----- | | | | |
| GOLF COURSE | | | | |
| | GOLF CONCESSIONS | | | |
| | CONCESSION EXPENSES | | | |
| | | TOTAL CONCESSION EXPENSES | | 4,116.55 |
| | | TOTAL GOLF CONCESSIONS | | 4,116.55 |
| | | TOTAL GOLF COURSE | | 4,375.55 |
| | | TOTAL ALL FUNDS | | 17,560.45 |

DATE: 04/26/2024
TIME: 11:58:48
ID: AP4430ZN.WOW

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/26/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|----------|------|------------------|-----------|------------|
|----------|------|------------------|-----------|------------|

SUMMARY OF FUNDS:

| | | | | |
|---------------------|--|--|--|-----------|
| GENERAL FUND | | | | 10,780.76 |
| WATER | | | | 1,205.83 |
| SEWER | | | | 1,198.31 |
| GOLF COURSE | | | | 4,375.55 |
| | | | | ----- |
| TOTAL --- ALL FUNDS | | | | 17,560.45 |

6

Internal Memorandum

To: Honorable Mayor and Members of the City Council
 From: Karen Weber, Director of Finance
 CC: Steve Palen, City Manager
 Date: May 6, 2024
 RE: 21 E. Acton TIF Agreement

Attached please find a copy of the proposed agreement, the TIF application, business plan and itemized projected income for Full Circle Function PLLC. The applicant also provided bids and quotes for all TIF eligible expenses that I can provide to you if requested. The proposed agreement is for 3 annual payments for a total reimbursement of up to \$70,000.

Based on the sales information provided in the itemized projected income spreadsheet, which I am unable to verify, projected sales tax and non-home rule tax for the business are provided below. Approximately 120 visitors are projected to frequent the office each month. This surge in foot traffic not only boosts potential revenue for neighboring businesses but also could contribute to increased sales tax collection for the city.

| | |
|-----------------------------|----------|
| | 2024 |
| Projected Taxable Sales | \$57,600 |
| City Portion | 1% |
| Sales Tax | \$576 |
| Non-Home Rule Sales Tax | \$576 |
| Projected Sales Tax Revenue | \$1,152 |

Also included in the application is the estimated fair market value of the property after the proposed improvements. The information provided states that the property would be worth \$250,000. Unfortunately, I am not able to estimate what the property will be assessed for after the project is completed. Below I have provided options on what the increase to the TIF increment would be for the first year, based on varying values.

| | | | |
|---------------------------|------------|-----------|-----------|
| Estimated Value | \$300,000 | \$250,000 | \$200,000 |
| Estimated Taxable Value | \$ 100,000 | \$ 83,333 | \$ 66,666 |
| Current Taxable Value | \$ 50,920 | \$ 50,920 | \$ 50,920 |
| Increase In Taxable Value | \$ 49,080 | \$ 32,413 | \$ 15,746 |
| TIF rate 2022 | 8.7417% | 8.7417% | 8.7417% |
| Increase in TIF Increment | \$ 4,290 | \$ 2,833 | \$ 1,376 |

Please let me know if you have any questions.

ORDINANCE NO.

ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH LAURA BURTON, ON BEHALF OF FULL CIRCLE FUNCTION PLLC, AND OTHER ACTIONS RELATED THERETO

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, in furtherance of development of the TIF District #3 project area, Laura Burton, on behalf of Full Circle Function PLLC ("Developer"), has presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 21 East Acton, Wood River, Illinois 62095

("Property") (*see* Redevelopment Agreement attached hereto as **Exhibit A**); and

WHEREAS, within the TIF District #3 project area, Developer has proposed to purchase, remodel and develop the Property, with estimated costs of \$284,309.00 ("Project"); and

WHEREAS, City has determined the Property is within the corporate boundaries of City and eligible for TIF incentives from City's TIF #3; and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment within the City; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from the TIF District #3 project area; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs from the TIF District #3 project area, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including construction, renovations and improvements, in accordance with the Redevelopment Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, City agrees to reimburse Developer for certain costs incurred in implementing the Developer's Project, including:

- a. Total Estimated TIF #3 District Eligible Costs: \$284,309.00

b. City agrees to reimburse the Developer up to the maximum sum of \$70,000.00, or 25% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$70,000.00, or 25% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid over three (3) fiscal years (all payments are estimated based on TIF eligible costs):

- 1) Year One - \$30,000.00;
- 2) Year Two - \$20,000.00;
- 3) Year Three - \$20,000.00;

commencing with the Certificate of Occupancy and then each year annually thereafter.

d. The Certificate of Occupancy must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.

e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

f. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act.

(See **Exhibit A**); and

WHEREAS, City desires to authorize the execution of a "Redevelopment Agreement" by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project, including the remodeling and development of the Property; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Redevelopment Agreement, and any other required documents associated with the Redevelopment Agreement, between City and Developer (*see Exhibit A*).

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.

Section 2. The City of Wood River hereby makes the following findings:

- a. Developer's Project is expected to create job opportunities within City.
- b. Developer's Project will serve to further the development of adjacent areas.

- c. Developer's Project will strengthen the retail and commercial sector of City.
- d. Developer's Project will enhance the tax base of City; and
- e. The Redevelopment Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

Section 3. The Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Redevelopment Agreement with Developer. (**Exhibit A**).

Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

PASSED and APPROVED this 6th day of May, 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:

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN LAURA BURTON, ON BEHALF OF FULL CIRCLE FUNCTION PLLC, AND
CITY OF WOOD RIVER, FOR 21 E. ACTON, WOOD RIVER, ILLINOIS**

This Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and Laura Burton, on behalf of Full Circle Function PLLC ("Developer"). City and Developer may hereinafter be referred to as "Parties," or individually as "Party." This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the "Effective Date") via Ordinance:

PREAMBLE

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, City is authorized to provide certain incentives for economic development under 65 ILCS 5/11-74.4-1, *et seq.*, "The Tax Increment Allocation Redevelopment Act," as amended ("TIF Act" or "Act"); and

WHEREAS, Developer proposes to purchase:

Address: 21 East Acton, Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application", business plan, and itemized projected income statement for the development of the Property (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to develop the Property and assist Developer with TIF Act costs, if eligible under the TIF Act (as estimated and provided by Developer):

| | |
|--|-----------------|
| 1. Purchase price | \$140,000 |
| 2. Rehab | \$76,309 |
| 3. Façade Improvement | <u>\$68,000</u> |
| 4. Total amount of TIF eligible expenses | \$284,309 |

(*See Exhibit A*); and

WHEREAS, Developer estimates the total costs for the development of the Property to be \$284,309.00 (*See Exhibit A*; hereinafter "Project"); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City's TIF #3 District ("TIF #3"); and

WHEREAS, because the Property is located within City's TIF #3, the Project is eligible for reimbursement of certain expenditures related to the development of the Property pursuant to the Illinois TIF Act; and

WHEREAS, to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interests to enter into this Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will enhance property values, create jobs, facilitate City's TIF #3 growth, improve exterior aesthetics, improve interior aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the TIF Act and this Agreement between the Parties; and

WHEREAS, financing acquisition, building repair, and rehabilitation is consistent with the objectives of the TIF Redevelopment Plan adopted for the TIF #3, pursuant to Ordinance No. 2711, adopted March 15, 2021; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote the development of the Property, and help facilitate development in City's TIF #3, through the use of City funds pursuant to the Act.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes both the interior and exterior construction and improvements.

2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.

4. Developer is fully responsible for identifying and mitigating any building-related concerns, or any other environmental issues with the Property.

5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

6. The Developer covenants and agrees to pay all fees, fines, utility bills and taxes when due to the City, State of Illinois, federal government and all taxing districts having the Subject Property within their jurisdiction, including but not limited to all real estate taxes.

7. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.

8. The Developer hereby represents and warrants that the Developer has full corporate power to execute and deliver and perform the terms, duties and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

9. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

Section 3. Obligation of City.

City agrees to provide assistance to the Developer under this Agreement until the date of expiration of TIF #3 as it is currently established, or until the agreed maximum TIF reimbursement to Developer has been reached under the TIF Act, or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever occurs first. If any of the dates stated in this Agreement

regarding the beginning or end of TIF #3 are not stated correctly, the legal dates established and confirmed by Madison County, IL will control. It is the sole responsibility of Developer to ensure the Property is wholly located within TIF # 3 and is eligible for any TIF #3 payments.

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$284,309.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$70,000.00, or 25% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$70,000.00, or 25% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid over three (3) fiscal years (all payments are estimated based on TIF eligible costs):
 - 1) Year One - \$30,000.00;
 - 2) Year Two - \$20,000.00;
 - 3) Year Three - \$20,000.00;

commencing with the Certificate of Occupancy and then each year annually thereafter.

- d. The Certificate of Occupancy must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.
- f. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act, identified in **Exhibit A**, attached hereto.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Clerk a written statement in the form of a formal letter and all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.
- b. The City Clerk shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall

provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.

- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any TIF act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.
- d. At City's request, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns, if any. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property, and show proof that all sales taxes have been paid in full.
- e. The City Accountant shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE TAXES GENERATED BY TIF #3 AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

- f. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
 - a. Voluntary or involuntary bankruptcy of Developer;
 - b. Voluntary or involuntary closure of the business at the Property.
 - c. Substantial change in the nature of the business at the Property without the City's written approval;
 - d. To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a

demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are:

1. Felons;
2. Terrorists;
3. Former, current, or past Illinois public political figures;
4. Litigants against the City;
5. Individuals the city has taken legal action against in the preceding 5 years.

Section 5. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois law, City has statutory tort immunity.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 6. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

Section 7. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 8. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 9. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. Events of non-performance by Developer include, but are not limited to:

- a. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- b. Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- c. Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in this Agreement.
- d. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- e. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer

generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

- f. Developer's failure to pay the fees, fines and expenses on connection with the Project including real estate taxes.

In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.

In the event of an opt out by either Party, Developer's failure to return all monies paid by City shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

Full Circle Function PLLC
Attention: Laura Burton
21 E. Acton
Wood River, IL 62095

To the City:

City of Wood River
Attention: City Manager
111 North Wood River Ave
Wood River, IL 62095

CITY OF WOOD RIVER, ILLINOIS:

City Manager

Laura Burton, on behalf of Full Circle
Function PLLC

Agent for Full Circle Function PLLC

City of Wood River TIF Improvement Program Application

Applications must be reviewed and a redevelopment agreement approved before the project begins. Reimbursement of costs for work completed prior to execution of a written agreement will not be made. If there is a significant change in the scope of the project after the application has been approved; the applicant must re-apply with the scope of the new project.

Please submit application to: City Clerk
City of Wood River
111 North Wood River Ave.
Wood River, IL 62095

Applicant Name: Laura Burton Business Name: Full Circle Function PLLC

Applicant Mailing Address: 21. E. Acton

Applicant Phone Number: 618-219-0273 Fax: 618-323-3833 Email: laura@fullcirclefunction.com

Federal Employer Identification Number (FEIN): 84-2319360

Social Security Number for Sole Proprietor (SSN): 318-78-9164

Type of Business Entity:

Individual Corporation Partnership Other: _____

I am applying for a \$ 283,309 Cash Grant
 Reimbursement from future tax increment

Project Category:

- New Business Construction
- Building Repair/Retrofit/Rehabilitation
- Façade Restoration
- Emergency Structural Repairs
- ADA, Life Safety, Building Code, and Electrical Rehabilitation
- Building demolition and/or site preparation

Building Name (if it has one): Dinkelmann Health center

Building Address: 21 E. Acton, Wood River, IL

How is the title held to the property?

- Individual Corporation Land Trust
 Partnership Limited Liability Company Other: _____

1. Name(s) of property owner(s): John Dinkelmann
(All beneficial owners of a Land Trust, members of a Limited Liability Company and partners in a partnership must be listed.)

Owner(s) phone no.: 618-401-8490

If the applicant is not the same as the owner, explain: John Dinkelmann is selling the building as is to the applicant. The applicant is wanting to get the property renovated and updated to be more appealing and restore the facade for the beautification of WR.

2. Building Data:

| | Total | Portion Addressed By Project |
|--|----------------|---|
| Site square footage: | <u>5883</u> | <u>5883</u> |
| Building square footage: | <u>2560</u> | <u>2560</u> |
| Number of floors in building: | <u>1</u> | _____ |
| Approximate year constructed | <u>1960</u> | _____ |
| Most Recent Real Estate Taxes Paid: | <u>4289.84</u> | <u>Year Paid - 2022</u> |

3. Current Use:

Dinkelmann Health center serves patients with nutritional needs

4. General Project Description and /or Proposed Use:

Plan to make renovations to the building to bring it up to date. Plan to restore some of buildings original beauty and plan to renovate and update the building. We plan to make it a health practice for total body healing using nutrition, supplementation and lifestyle changes.

5. Identify the proposed tenants of the project. Indicate whether leases have been negotiated, provide the status of any such negotiations, and whether or not the property owner is leasing from themselves.

The current owner is selling the property to the applicant. Once purchase is made in February the new owner will begin renovations. The proposed tenants will be Full Circle Function, who is operating currently out of 3 rooms, rented from the owner. Full Circle Function is a health practice that offers several healing services including adult and ped nutrition weight loss, IV nutrition and injections, hormone replacement, and others are planned for the future.

6. Who will own the property?

Laura Burton

7. Provide a brief description of the public benefit to the City resulting from the proposed project (e.g., stabilize historic building, improve façade appearance, increase property values, etc.)

The building currently needs much renovation. The windows look like a prison. The porch is in bad shape making it a fall hazard for patients. The renovations will stabilize the building, restore facade appearance, increase property value for the block, and the city of wood river. I have hundreds of patients coming from out of the city and want the face of the building to reflect the quality of services we provide.

8. Provide an estimate of the total number of jobs to be created or retained by the proposed project. (Ignore if request is below \$10,000)

a. Present Number of Employees Full Time 3 Part Time 2
b. Anticipated Number of Employees Full Time 6 Part Time 2

9. If the proposed project includes commercial uses, explain how the project will attract customers from outside the City or will provide retail or other commercial services currently unavailable or in limited supply in the City. A separate document may be attached to provide additional details about the market research you have performed. (Ignore if request is below \$10,000)

There is not another Functional Medicine Nurse Practitioner in a 100 mile radius or more. The current owner and proposed owner have patients that come from all over the world.

10. Sources and Uses of Funds. Please attach corresponding documentation from financing partners such as a bank, credit union, business partners, investors, etc. This documentation should prove that you have funds available to complete the project. It may include a personal financial statement, bank statement, letter from a financial institution regarding a loan, etc.

| | <u>City TIF</u> | <u>Bank</u> | <u>Owner Equity</u> | <u>Other</u> |
|--------------------------------------|-------------------|-------------------|---------------------|--------------|
| Property Acquisition | \$ 140,000 | \$ 140,000 | \$ | \$ |
| New Construction | \$ | \$ | \$ | \$ |
| Façade Improvement | \$ 50,000 | \$ | \$ | \$ |
| Design Services | \$ | \$ | \$ 20,000 | \$ |
| Building Rehab | \$ 50,000 | \$ | \$ | \$ |
| Equipment/Fixtures/ | \$ | \$ | \$ 20,000 | \$ |
| Furnishings | \$ | \$ | \$ 20,000 | \$ |
| Emergency Repairs | \$ | \$ | \$ | \$ |
| ADA/Life Safety/ Building Code/Elec. | \$ | \$ | \$ | \$ |
| Building Demo/Site Preparation | \$ | \$ | \$ | \$ |
| TOTAL | \$ 283,309 | \$ 140,000 | \$ 60,000 | \$ |

11. Provide narrative explaining why the project is not feasible or not worth the investment without TIF funding assistance:

If funding is not approved it would be more convenient for the applicant to purchase a newer construct building elsewhere. The applicant is a resident of East Alton and worked in Wood River for 8 years and would like to remain in her community.

12. Provide an income statement for the first three years of operation to prove that the Applicant possesses the financial ability to complete and operate the proposed project. The income statement should include projected revenues, expenses, and profit on a monthly and annual basis. Expenses should include cost of goods sold, labor expenses, utilities, etc. Expenses do not need to include interest, taxes, depreciation, and amortization. (Ignore if request is below \$10,000)

13. Has the applicant explored alternative financing methods for the proposed project before applying for the use of TIF? Yes No . If so, what other financing methods were explored?

bank loan, Amber grant applicant

14. Provide an estimate of the fair market value of the property after the proposed improvements are completed. (Ignore if request is below \$10,000)

250,000

The undersigned has applied for the TIF assistance described in this application and the proceeds of any TIF reimbursement or grant will be used in connection with the project described herein. The applicant agrees to abide by all City of Wood River, Illinois TIF Redevelopment Program Guidelines. The applicant agrees to furnish information listed as application attachments and any additional information to the City as needed to review and consider this request.

By execution of this application, Applicant acknowledges and consents for the City to conduct any and all credit history checks it deems necessary and appropriate.

LBurton Ms. 12/21/23
Applicant's Signature Title Date

(Applicant – do not write below this line)

| | |
|----------------------------------|-----------------------|
| Date Application Received: _____ | Staff Signature _____ |
| Notes: | |
| _____ | |
| _____ | |

Business plan for Full Circle Function

Full Circle Function is a medical practice owned and operated by Laura Burton Functional Medicine nurse practitioner. She currently sees patients for their overall health needs. She specializes in whole body restoration and rejuvenation bringing the body back into function, full circle. She, along with her team is helping the community learn how to optimize their health through nutrition, supplementation, lifestyle behavior modification and by addressing their mental and spiritual health care needs. Alongside this business we are also doing IV Nutrition and IM injections for replacing nutrients that are deficient in the body. IV Nutrition is an up and coming practice that is helping people to function more optimally and replenish their nutrients more efficiently than oral supplementation. Also performing weight loss appointments with natural and medical therapies, pediatric nutrition and family health counseling, nutritional counseling, prenatal and postpartum counseling and lactation consultation, and aromatherapy consultation.

| Date | Description | Count per month | Cost | Category | Vendor | Total |
|------|--------------------------------------|-----------------|----------------|--------------|-----------|-----------|
| | Functional Medicine initial consults | 48 | \$250 e | appointments | | 12,000 |
| | Follow up consults | 48 | 150 e | appointments | | 7200 |
| | Initial IV Consults | 24 | 200e | appointments | | 4800 |
| | Supplements | | \$6000 a month | | | 6000 |
| | | | | | x 12 | 360 |
| | | | | | X 3 YEARS | 1,080,000 |

7

Internal Memorandum

To: Honorable Mayor and Members of the City Council
From: Karen Weber, Director of Finance
CC: Steve Palen, City Manager
Date: May 6, 2024
RE: 234 E. Ferguson TIF Agreement

Attached please find a copy of the proposed agreement, and the TIF application for Prime Health Chiropractic. The applicant also provided bids and quotes for all TIF eligible expenses that I can provide to you if requested. The proposed agreement is for 2 annual payments for a total reimbursement of up to \$44,317.20.

Based on the information provided and sales tax history, this business does not sell any taxable items.

Also included in the application is the estimated fair market value of the property after the proposed improvements. The information provided states that the property would be worth \$175,000. Unfortunately, I am not able to estimate what the property will be assessed for after the project is completed. Below I have provided options on what the increase to the TIF increment would be for the first year, based on varying values.

| Estimated Value | \$200,000 | \$175,000 | \$150,000 |
|---------------------------|-----------|-----------|-----------|
| Estimated Taxable Value | \$ 66,666 | \$ 58,333 | \$ 50,000 |
| Current Taxable Value | \$ 30,620 | \$ 30,620 | \$ 30,620 |
| Increase in Taxable Value | \$ 36,046 | \$ 27,713 | \$ 19,380 |
| TIF rate 2022 | 8.7417% | 8.7417% | 8.7417% |
| Increase in TIF Increment | \$ 3,151 | \$ 2,422 | \$ 1,694 |

Please let me know if you have any questions.

ORDINANCE NO.

ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH ANDREW CARR, ON BEHALF OF PRIME HEALTH CHIROPRACTIC, AND OTHER ACTIONS RELATED THERETO

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, in furtherance of development of the TIF District #3 project area, Andrew Carr, on behalf of Prime Health Wellness Center ("Developer"), has presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 234 E. Ferguson Ave., Wood River, Illinois 62095

("Property") (*see* Redevelopment Agreement attached hereto as **Exhibit A**); and

WHEREAS, within the TIF District #3 project area, Developer has proposed to remodel and develop the Property, with estimated costs of \$110,793.00, including:

\$ 24,600.00 interior paint
\$ 37,650.00 floor
\$ 19,775.00 bathroom
\$ 28,768.00 HVAC
\$ 110,793.00 total

("Project"); and

WHEREAS, City has determined the Property is within the corporate boundaries of City and eligible for TIF incentives from City's TIF #3; and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment within the City; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from the TIF District #3 project area; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs from the TIF District #3 project area, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including construction, renovations and improvements, in accordance with the Redevelopment Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, under the Act, City agrees to reimburse Developer for certain estimated costs incurred in implementing the Project at the Property, including:

a. Total Estimated TIF #3 District Eligible Costs: \$110,793.00

b. City agrees to reimburse the Developer up to the maximum sum of \$44,317.20, or 40% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$44,317.20, or 40% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid over two (2) fiscal years (all payments are estimated based on TIF eligible costs):

- 1) Year One - \$22,158.60;
- 2) Year Two - \$22,158.60;

commencing with the Certificate of Occupancy and then each year annually thereafter.

d. The Certificate of Occupancy must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.

e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

f. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act, id

(*See Exhibit A*); and

WHEREAS, City desires to authorize the execution of a "Redevelopment Agreement" by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project, including the remodeling and development of the Property; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Redevelopment Agreement, and any other required documents associated with the Redevelopment Agreement, between City and Developer (*see Exhibit A*).

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.

Section 2. The City of Wood River hereby makes the following findings:

- a. Developer's Project is expected to create job opportunities within City.
- b. Developer's Project will serve to further the development of adjacent areas.
- c. Developer's Project will strengthen the retail and commercial sector of City.
- d. Developer's Project will enhance the tax base of City; and
- e. The Redevelopment Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

Section 3. The Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Redevelopment Agreement with Developer. (**Exhibit A**).

Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

PASSED and APPROVED this 6th day of May, 2024.

MAYOR OF THE CITY OF WOOD RIVER

ATTEST:

CLERK OF THE CITY OF WOOD RIVER

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN ANDREW CARR, ON BEHALF OF PRIME HEALTH CHIROPRACTIC, AND
CITY OF WOOD RIVER, FOR 234 E. FERGUSON AVE., WOOD RIVER, ILLINOIS**

This Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and Andrew Carr, on behalf of Prime Health Wellness Center ("Developer"). City and Developer may hereinafter be referred to as "Parties," or individually as "Party." This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the "Effective Date") via Ordinance:

PREAMBLE

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, City is authorized to provide certain incentives for economic development under 65 ILCS 5/11-74.4-1, *et seq.*, "The Tax Increment Allocation Redevelopment Act," as amended ("TIF Act" or "Act"); and

WHEREAS, Developer owns:

Address: 234 E. Ferguson Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" and business plan for the development of the Property (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to develop the Property and assist Developer with TIF Act costs, if eligible under the TIF Act (as estimated and provided by Developer):

| | |
|----------------------|----------------|
| \$ 24,600.00 | interior paint |
| \$ 37,650.00 | floor |
| \$ 19,775.00 | bathroom |
| \$ 28,768.00 | HVAC |
| \$ 110,793.00 | total |

(*See Exhibit A*); and

WHEREAS, Developer estimates the total costs for the development of the Property to be \$110,793.00 (*See Exhibit A*; hereinafter "Project"); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City's TIF #3 District ("TIF #3"); and

WHEREAS, because the Property is located within City's TIF #3, the Project is eligible for

reimbursement of certain expenditures related to the development of the Property pursuant to the Illinois TIF Act; and

WHEREAS, to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interests to enter into this Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will enhance property values, create jobs, facilitate City's TIF #3 growth, improve exterior aesthetics, improve interior aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the TIF Act and this Agreement between the Parties; and

WHEREAS, financing acquisition, building repair, and rehabilitation is consistent with the objectives of the TIF Redevelopment Plan adopted for the TIF #3, pursuant to Ordinance No. 2711, adopted March 15, 2021; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote the development of the Property, and help facilitate development in City's TIF #3, through the use of City funds pursuant to the Act.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes both the interior and exterior construction and improvements.
2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property,

consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.

4. Developer is fully responsible for identifying and mitigating any building-related concerns, or any other environmental issues with the Property.

5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

6. The Developer covenants and agrees to pay all fees, fines, utility bills and taxes when due to the City, State of Illinois, federal government and all taxing districts having the Subject Property within their jurisdiction, including but not limited to all real estate taxes.

7. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.

8. The Developer hereby represents and warrants that the Developer has full corporate power to execute and deliver and perform the terms, duties and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

9. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

Section 3. Obligation of City.

City agrees to provide assistance to the Developer under this Agreement until the date of expiration of TIF #3 as it is currently established, or until the agreed maximum TIF reimbursement to Developer has been reached under the TIF Act, or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever occurs first. If any of the dates stated in this Agreement regarding the beginning or end of TIF #3 are not stated correctly, the legal dates established and confirmed by Madison County, IL will control. It is the sole responsibility of Developer to ensure the Property is wholly located within TIF # 3 and is eligible for any TIF #3 payments.

Funding assistance is broken down as follows:

a. Total Estimated TIF #3 District Eligible Costs: \$110,793.00

b. City agrees to reimburse the Developer up to the maximum sum of \$44,317.20, or 40% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$44,317.20, or 40% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid over two (2) fiscal years (all payments are estimated based on TIF eligible costs):

- 1) Year One - \$22,158.60;
- 2) Year Two - \$22,158.60;

commencing with the Certificate of Occupancy and then each year annually thereafter.

d. The Certificate of Occupancy must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.

e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

f. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act, identified in **Exhibit A**, attached hereto.

Section 4. Reimbursement to Developer under the TIF Act.

a. Developer shall submit to the City Treasurer a written statement in the form of a formal letter and all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.

b. The City Treasurer shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.

- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any TIF act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.
- d. At City's request, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns, if any. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property, and show proof that all sales taxes have been paid in full.
- e. The City Accountant shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE TAXES GENERATED BY TIF #3 AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

- f. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
 - a. Voluntary or involuntary bankruptcy of Developer;
 - b. Voluntary or involuntary closure of the business at the Property.
 - c. Substantial change in the nature of the business at the Property without the City's written approval;
 - d. To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are

1. Felons;
2. Terrorists;
3. Former, current, or past Illinois public political figures;

4. Litigants against the City;
5. Individuals the city has taken legal action against in the preceding 5 years.

Section 5. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois law, City has statutory tort immunity.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 6. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

Section 7. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 8. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 9. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. Events of non-performance by Developer include, but are not limited to:

- a. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- b. Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- c. Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in this Agreement.
- d. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- e. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- f. Developer's failure to pay the fees, fines and expenses on connection with the Project including real estate taxes.

In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.

In the event of an opt out by either Party, Developer's failure to return all monies paid by City shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

Prime Health Chiropractic
Attention: Andrew Carr
234 E. Ferguson Ave.
Wood River, IL 62095

To the City:

City of Wood River
Attention: City Manager
111 North Wood River Ave
Wood River, IL 62095

CITY OF WOOD RIVER, ILLINOIS:

City Manager

Andrew Carr, on behalf of Prime Health
Wellness Center

Agent for Prime Health Wellness Center

City of Wood River TIF Improvement Program Application

Applications must be reviewed and a redevelopment agreement approved before the project begins. Reimbursement of costs for work completed prior to execution of a written agreement will not be made. If there is a significant change in the scope of the project after the application has been approved; the applicant must re-apply with the scope of the new project.

Please submit application to: City Clerk
City of Wood River
111 North Wood River Ave.
Wood River, IL 62095

Applicant Name: Andrew Carr Business Name: Prime Health Chiropractic

Applicant Mailing Address: 234 E Ferguson Ave. Wood River, IL

Applicant Phone Number: 6185319882 Fax: _____ Email: Inn8chiro@me.com

Federal Employer Identification Number (FEIN): 20-8989641

Social Security Number for Sole Proprietor (SSN): 342-70-5169

Type of Business Entity:

Individual Corporation Partnership Other: _____

am applying for a \$ _____ Cash Grant
Reimbursement from future tax increment

Project Category:

- New Business Construction
 Building Repair/Retrofit/Rehabilitation
 Façade Restoration
 Emergency Structural Repairs

ADA, Life Safety, Building Code, and Electrical Rehabilitation

Building demolition and/or site preparation

Building Name (if it has one): Prime Health Wellness Center

Building Address: 234 E. Ferguson Ave, Wood River, IL

How is the title held to the property?

- Individual Corporation Land Trust
- Partnership Limited Liability Company Other: _____

1. Name(s) of property owner(s): Andrew carr , DC
(All beneficial owners of a Land Trust, members of a Limited Liability Company and partners in a partnership must be listed.)

Owner(s) phone no.: 618-531-9882

If the applicant is not the same as the owner, explain: _____

2. Building Data:

| | Total | Portion Addressed By Project |
|-------------------------------------|---------------------------------|---------------------------------|
| Site square footage: | <u>6,250</u> | <u>70%</u> |
| Building square footage: | <u>2,800</u> | <u>60%</u> |
| Number of floors in building: | <u>1</u> | _____ |
| Approximate year constructed | <u>1970</u> | |
| Most Recent Real Estate Taxes Paid: | <u>2716.92</u> Year Paid - 2022 | |

3. Current Use:

Chiropractic office and wellness center serving the community for the past 16 years.

4. General Project Description and /or Proposed Use:

Please see attached

5. Identify the proposed tenants of the project. Indicate whether leases have been negotiated, provide the status of any such negotiations, and whether or not the property owner is leasing from themselves.

Andrew Carr DC will continue to own and operate the business

6. Who will own the property?

Andrew Carr, DC

7. Provide a brief description of the public benefit to the City resulting from the proposed project (e.g., stabilize historic building, improve facade appearance, increase property values, etc.)

Improve facade and interior appearance of building. Increasing property value

8. Provide an estimate of the total number of jobs to be created or retained by the proposed project. (Ignore if request is below \$10,000)

a. Present Number of Employees Full Time _____ Part Time _____
b. Anticipated Number of Employees Full Time _____ Part Time _____

9. If the proposed project includes commercial uses, explain how the project will attract customers from outside the City or will provide retail or other commercial services currently unavailable or in limited supply in the City. A separate document may be attached to provide additional details about the market research you have performed. (Ignore if request is below \$10,000)

Please see attached

10. Sources and Uses of Funds. Please attach corresponding documentation from financing partners such as a bank, credit union, business partners, investors, etc. This documentation should prove that you have funds available to complete the project. It may include a personal financial statement, bank statement, letter from a financial institution regarding a loan, etc.

| | <u>City TIF</u> | <u>Bank</u> | <u>Owner Equity</u> | <u>Other</u> |
|---|-----------------|-------------|---------------------|--------------|
| Property Acquisition | \$ | \$ | \$ | \$ |
| New Construction | \$ | \$ | \$ | \$ |
| Façade Improvement | \$ | \$ | \$ | \$ |
| Design Services | \$ | \$ | \$ | \$ |
| Building Rehab | \$ | \$ | \$ | \$ |
| Equipment/Fixtures/ Furnishings | \$ | \$ | \$ | \$ |
| Emergency Repairs | \$ | \$ | \$ | \$ |
| ADA/Life Safety/ Building Code/Elec. | \$ | \$ | \$ | \$ |
| Building Demo/Site Preparation | \$ | \$ | \$ | \$ |
| TOTAL | \$ | \$ | \$ | \$ |

11. Provide narrative explaining why the project is not feasible or not worth the investment without TIF funding assistance:

Please see attached

12. Provide an income statement for the first three years of operation to prove that the Applicant possesses the financial ability to complete and operate the proposed project. The income statement should include projected revenues, expenses, and profit on a monthly and annual basis. Expenses should include cost of goods sold, labor expenses, utilities, etc. Expenses do not need to include interest, taxes, depreciation, and amortization. (Ignore if request is below \$10,000)

13. Has the applicant explored alternative financing methods for the proposed project before applying for the use of TIF? Yes X No _____. If so, what other financing methods were explored?
Private Investors, and currently in underwriting for a commitment letter from First Mid.

14. Provide an estimate of the fair market value of the property after the proposed improvements are completed. (Ignore if request is below \$10,000)
\$175,000

The undersigned has applied for the TIF assistance described in this application and the proceeds of any TIF reimbursement or grant will be used in connection with the project described herein. The applicant agrees to abide by all City of Wood River, Illinois TIF Redevelopment Program Guidelines. The applicant agrees to furnish information listed as application attachments and any additional information to the City as needed to review and consider this request.

By execution of this application, Applicant acknowledges and consents for the City to conduct any and all credit history checks it deems necessary and appropriate.

Applicant's Signature Title Date

(Applicant – do not write below this line)

Date Application Received: _____ Staff Signature _____

Notes:

#4

Project Description:

Prime Health Chiropractic aims to undergo a comprehensive modernization and accessibility enhancement project to revitalize its premises and better cater to the evolving needs of its clientele. This project encompasses several key objectives:

1. **Aesthetics Modernization:** The chiropractic office will undergo a thorough aesthetic upgrade to create a contemporary and inviting ambiance. This includes updating interior design elements, enhancing lighting fixtures, and refreshing branding elements to resonate with the modern clientele.
2. **Accessibility Improvement:** The project will focus on enhancing accessibility for disabled or elderly individuals by implementing ADA-compliant entrances, bathrooms, and transitions within the clinic. This will ensure that all members of the community can access the services provided by Prime Health Chiropractic without any hindrances.
3. **Business Attraction and Community Benefit:** By modernizing its aesthetics and improving accessibility, Prime Health Chiropractic aims to attract new clients and retain existing ones. A visually appealing and accessible environment not only enhances the overall customer experience but also serves as a testament to the clinic's commitment to inclusivity and community welfare.
4. **Contribution to Downtown Development:** As part of the downtown Wood River development, Prime Health Chiropractic's modernization project will contribute to the revitalization efforts of the local area. A well-maintained and aesthetically pleasing business establishment can act as a catalyst for further development and attract foot traffic, benefiting other businesses in the vicinity.

Benefits to the Community:

- **Improved Accessibility:** The project will ensure that individuals with disabilities or mobility issues can easily access healthcare services, promoting inclusivity and equal opportunities for all members of the community.
- **Enhanced Business Environment:** The modernization of Prime Health Chiropractic will elevate the overall aesthetic appeal of the downtown area, creating a more vibrant and attractive business environment.
- **Economic Growth:** By attracting more clients and contributing to increased foot traffic, the project will stimulate economic growth in the community, benefiting local businesses in all sectors, and residents alike.

#9

Prime Health Chiropractic's expansion project will transform its premises into a dynamic center for wellness and community engagement, offering a range of health activities, seminars, and services. This multifaceted initiative encompasses the following key components:

1. **Wellness Hub:** The center will serve as a focal point for various wellness activities, including yoga classes, nutrition workshops, stress management seminars, and fitness sessions. These offerings aim to promote holistic well-being and empower individuals to take proactive steps towards better health.
2. **Health Seminars and Educational Workshops:** Prime Health Chiropractic will host regular seminars and workshops on topics such as chiropractic care, injury prevention, pain management, and overall health optimization. These educational events will provide valuable insights and empower attendees to make informed decisions about their health.
3. **Collaboration with Local Businesses:** The center will collaborate with local health-related businesses, such as fitness studios, nutritionists, massage therapists, and holistic practitioners, to offer comprehensive wellness services. By fostering partnerships with like-minded businesses, Prime Health Chiropractic aims to create a supportive ecosystem that promotes overall wellness in the community.
4. **Attraction of Customers from Outside the City:** Prime Health Chiropractic's expanded offerings and reputation as a wellness hub will attract customers from outside the city. Individuals seeking high-quality chiropractic care, wellness activities, and educational seminars will be drawn to the center, thereby increasing foot traffic and visibility for other businesses downtown.
5. **Community Engagement and Visibility:** Through its diverse range of wellness activities and seminars, Prime Health Chiropractic will actively engage with the local community, fostering a sense of belonging and connectivity. This increased community engagement will not only enhance the visibility of the business but also contribute to the overall vibrancy and vitality of downtown Wood River.

Benefits to Other Businesses Downtown:

- **Increased Foot Traffic:** Prime Health Chiropractic's center for wellness and community engagement will attract a steady flow of visitors, thereby increasing foot traffic for other businesses downtown. As people attend classes, seminars, and workshops at the center, they are likely to explore neighboring establishments, boosting sales and visibility for local businesses.
- **Enhanced Downtown Appeal:** The presence of a thriving wellness hub within downtown Wood River will enhance its appeal as a destination for health-conscious individuals. This, in turn, will benefit other businesses by drawing in a diverse clientele and creating a more vibrant and attractive downtown environment.

#11

While we are fully committed to realizing this vision, there are several factors that make it challenging for us to complete the project without financial assistance:

1. **Scope of the Project:** The proposed expansion project is extensive, involving not only the modernization of our facilities and the implementation of ADA-compliant features but also the establishment of a wellness hub offering various health activities and seminars. The comprehensive nature of the project requires significant financial resources, which may exceed our current budgetary constraints.

2. **Infrastructure Investments:** Implementing ADA-compliant entrances, bathrooms, and transitions within our clinic requires substantial infrastructure investments. These modifications are essential to ensure accessibility for individuals with disabilities or mobility issues but often entail significant construction costs that may strain our financial resources.

3. **Wellness Program Development:** The establishment of a center for wellness and community engagement involves the development and implementation of a diverse range of health activities, seminars, and educational workshops. This includes hiring qualified instructors, securing necessary equipment and resources, and marketing the program to attract participants. The initial investment required to launch such a comprehensive wellness program may be beyond our current financial capacity.

4. **Competitive Environment:** The healthcare and wellness industry is highly competitive, with discerning consumers seeking modern, accessible, and comprehensive services. In order to remain competitive and meet the evolving needs of our clientele, it is imperative that we invest in the modernization and expansion of our facilities. However, without financial assistance, we may struggle to keep pace with competitors who have greater resources at their disposal.

In light of these challenges, we believe that financial assistance from the TIF committee would greatly facilitate the successful completion of our expansion project. By providing support for infrastructure improvements and program development, the TIF committee would not only help Prime Health Chiropractic enhance its offerings but also contribute to the overall economic vitality and community well-being of downtown Wood River.

Sharper Image Home Improvement, LLC

QUOTE

653 E Acton
 Wood River, IL 62294
 (618)420-4015

FOR: 234 E Ferguson Ave

Prime Health Wellness
 234 E Ferguson Avenue
 Wood River, IL 62294

| DESCRIPTION | AMOUNT |
|---|--------------|
| INTERIOR PAINTING | |
| 2800 sq ft Ceiling | |
| 8800 sq ft Walls | |
| 15 gal Ceiling Paint: \$35.00 per gallon | |
| 50 gal Interior Paint: \$65.00 per gallon | |
| 15 gal Trim & Door Enamel: \$75.00 per gal | |
| Scrap and sand all failing paint areas through out the interior building. | |
| Labor and material | \$ 24,600.00 |
| DESCRIPTION | |
| FLOORING | |
| 2800 sq ft Flooring & Underlayment | |
| Flooring: \$7.00 per sq ft | |
| Underlayment | |
| Removal of all existing floor and base | |
| Labor and material | \$ 37,650.00 |
| DESCRIPTION | |

| DESCRIPTION | AMOUNT |
|-----------------------------------|--------------|
| ADA RESTROOMS | |
| Restroom Upgrade to ADA Compliant | |
| Labor and material (see attached) | \$ 49,850.00 |
| DESCRIPTION | |

| DESCRIPTION |
|-------------|
|-------------|

| DESCRIPTION | |
|--------------------------------|--------------|
| HVAC SYSTEM | |
| See attached Pruitt Mechanical | \$ 28,768.00 |
| DESCRIPTION | |

ORDINANCE NO.

ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH ARRON DEWERFF, ON BEHALF OF DBI PROPERTY MANAGEMENT, AND OTHER ACTIONS RELATED THERETO

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, in furtherance of development of the TIF District #3 project area, Arron DeWerff, on behalf of DBI Property Management ("Developer"), has presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 15 Ferguson Drive, Wood River, Illinois 62095

("Property") (*see* Redevelopment Agreement attached hereto as **Exhibit A**); and

WHEREAS, within the TIF District #3 project area, Developer has proposed to develop the Property, with estimated costs of \$19,455.00 ("Project"); and

WHEREAS, City has determined the Property is within the corporate boundaries of City and eligible for TIF incentives from City's TIF #3; and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment within the City; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from the TIF District #3 project area; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs from the TIF District #3 project area, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including construction, renovations and improvements, in accordance with the Redevelopment Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, Developer is responsible for maintaining the alarm on the Alarm Quote and paying all maintenance costs and monitoring costs to ensure the alarm on the Alarm Quote remains operational for as long as the Developer owns, leases, or controls the Property. In addition, Developer is responsible for assigning this agreement to any subsequent owners or lessees of the Property, and all subsequent owners or lessees of the Property shall be responsible for paying all

maintenance and monitoring costs to ensure the alarm on the Alarm Quote remains operational for purposes of protecting the health, safety, general welfare, and economic welfare of City residents. Any failure to pay all maintenance costs and monitoring costs for the alarm on the Alarm Quote shall be a breach of the Agreement, the Developer, owner, or lessee of the Property shall be responsible for paying back all incentives under this Agreement, and shall be subject to any other remedies sought by City at law or in equity (*See Exhibit A*); and

WHEREAS, City agrees to reimburse Developer for certain costs incurred in implementing the Developer's Project, including:

a. Total Estimated TIF #3 District Eligible Costs: \$19,455.00

b. City agrees to reimburse the Developer up to the maximum sum of \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs):

1) Year One - \$9,727.00

commencing with the "Approval of the City" that the Project has been completed and the alarm is operational, meaning in this case meeting the inspection standards of the City.

d. The Approval of the City must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.

e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

f. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act

(*See Exhibit A*); and

WHEREAS, City desires to authorize the execution of a "Redevelopment Agreement" by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project, including the development of the Property; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Redevelopment Agreement, and any other required documents associated with the Redevelopment Agreement, between City and Developer (*see Exhibit A*).

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.

Section 2. The City of Wood River hereby makes the following findings:

- a. Developer's Project is expected to create job opportunities within City.
- b. Developer's Project will serve to further the development of adjacent areas.
- c. Developer's Project will strengthen the retail and commercial sector of City.
- d. Developer's Project will enhance the tax base of City; and
- e. The Redevelopment Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

Section 3. The Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Redevelopment Agreement with Developer. (**Exhibit A**).

Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

PASSED and APPROVED this 6th day of May, 2024.

MAYOR OF THE CITY OF WOOD RIVER

ATTEST:

CLERK OF THE CITY OF WOOD RIVER

Upon a roll call vote, the following was recorded:

AYES:
NAYS:

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN ARRON DEWERFF, ON BEHALF OF DBI PROPERTY MANAGEMENT,
AND THE CITY OF WOOD RIVER, FOR 15 E. FERGUSON AVENUE, WOOD RIVER,
ILLINOIS**

This Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and Arron DeWerff, on behalf of DBI Property Management ("Developer"). City and Developer may hereinafter be referred to as "Parties," or individually as "Party." This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the "Effective Date") via Ordinance:

PREAMBLE

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, City is authorized to provide certain incentives for economic development under 65 ILCS 5/11-74.4-1, *et seq.*, "The Tax Increment Allocation Redevelopment Act," as amended ("TIF Act" or "Act"); and

WHEREAS, Developer owns:

Address: 15 E. Ferguson Avenue, Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" and "Alarm Quote" for the development of the Property (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to develop the Property and assist Developer with TIF Act costs, if eligible under the TIF Act (as estimated and provided by Developer):

1. Alarm Quote: \$19,455.00

(*See Exhibit A*); and

WHEREAS, Developer estimates the total costs for the development of the Property to be \$19,455.00 (*See Exhibit A*; hereinafter "Project"); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City's TIF #3 District ("TIF #3"); and

WHEREAS, because the Property is located within City's TIF #3, the Project is eligible for reimbursement of certain expenditures related to the development of the Property pursuant to the Illinois TIF Act; and

WHEREAS, to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interests to enter into this Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will enhance property values, create jobs, facilitate City's TIF #3 growth, improve exterior aesthetics, improve interior aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the TIF Act and this Agreement between the Parties; and

WHEREAS, financing acquisition, building repair, and rehabilitation is consistent with the objectives of the TIF Redevelopment Plan adopted for the TIF #3, pursuant to Ordinance No. 2711, adopted March 15, 2021; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote the development of the Property, and help facilitate development in City's TIF #3, through the use of City funds pursuant to the Act.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within sixty (60) days of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes both the interior and exterior construction and improvements.

2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely

manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.

4. Developer is fully responsible for identifying and mitigating any building-related concerns, or any other environmental issues with the Property.

5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

6. The Developer covenants and agrees to pay all fees, fines, utility bills and taxes when due to the City, State of Illinois, federal government and all taxing districts having the Subject Property within their jurisdiction, including but not limited to all real estate taxes.

7. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.

8. The Developer hereby represents and warrants that the Developer has full corporate power to execute and deliver and perform the terms, duties and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

9. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

10. Developer is responsible for maintaining the alarm on the Alarm Quote and paying all maintenance costs and monitoring costs to ensure the alarm on the Alarm Quote remains operational for as long as the Developer owns, leases, or controls the Property. In addition, Developer is responsible for assigning this agreement to any subsequent owners or lessees of the Property, and all subsequent owners or lessees of the Property shall be responsible for paying all maintenance and monitoring costs to ensure the alarm on the Alarm Quote remains operational for purposes of protecting the health, safety, general welfare, and economic welfare of City residents. Any failure to pay all maintenance costs and monitoring costs for the alarm on the Alarm Quote shall be a breach of the Agreement, the Developer, owner, or lessee of the Property shall be responsible for paying back all incentives under this Agreement, and shall be subject to any other remedies sought by City at law or in equity. *See Exhibit A.*

Section 3. Obligation of City.

City agrees to provide assistance to the Developer under this Agreement until the date of expiration of TIF #3 as it is currently established, or until the agreed maximum TIF reimbursement to Developer has been reached under the TIF Act, or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever occurs first. If any of the dates stated in this Agreement regarding the beginning or end of TIF #3 are not stated correctly, the legal dates established and confirmed by Madison County, IL will control. It is the sole responsibility of Developer to ensure the Property is wholly located within TIF # 3 and is eligible for any TIF #3 payments.

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$19,455.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs):
 - 1) Year One - \$9,727.00

commencing with the "Approval of the City" that the Project has been completed and the alarm is operational, meaning in this case meeting the inspection standards of the City.

- d. The Approval of the City must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.
- f. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act, identified in **Exhibit A**, attached hereto.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Treasurer a written statement in the form of a formal letter and all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.
- b. The City Treasurer shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City

Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.

- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any TIF act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.
- d. At City's request, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns, if any. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property, and show proof that all sales taxes have been paid in full.
- e. The City Accountant shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE TAXES GENERATED BY TIF #3 AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

- f. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
 - a. Voluntary or involuntary bankruptcy of Developer;
 - b. Voluntary or involuntary closure of the business at the Property.
 - c. Substantial change in the nature of the business at the Property without the City's written approval;
 - d. To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written

approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are

1. Felons;
2. Terrorists;
3. Former, current, or past Illinois public political figures;
4. Litigants against the City;
5. Individuals the city has taken legal action against in the preceding 5 years.

Section 5. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois law, City has statutory tort immunity.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 6. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on

account of such proceeding.

Section 7. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 8. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 9. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. Events of non-performance by Developer include, but are not limited to:

- a. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- b. Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- c. Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in this Agreement.
- d. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- e. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity

of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

- f. Developer's failure to pay the fees, fines and expenses on connection with the Project including real estate taxes.

In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.

In the event of an opt out by either Party, Developer's failure to return all monies paid by City shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

DBI Property Management
Attention: Arron DeWerff
781 Berry Road
Wood River, IL 62095

To the City:

City of Wood River
Attention: City Manager
111 North Wood River Ave
Wood River, IL 62095

CITY OF WOOD RIVER, ILLINOIS:

City Manager

Arron DeWerff, on behalf of DBI
Property Management

Agent for DBI Property Management

City of Wood River TIF Improvement Program Application

Applications must be reviewed and a redevelopment agreement approved before the project begins. Reimbursement of costs for work completed prior to execution of a written agreement will not be made. If there is a significant change in the scope of the project after the application has been approved; the applicant must re-apply with the scope of the new project.

Please submit application to: City Clerk
 City of Wood River
 111 North Wood River Ave.
 Wood River, IL 62095

Applicant Name: Arron DeWerff Business Name: _____

Applicant Mailing Address: 781 Berry Rd Wood River, IL 62095

Applicant Phone Number: 6187795303 Fax: _____ Email: arrondewerff@gmail.com

Federal Employer Identification Number (FEIN): _____

Social Security Number for Sole Proprietor (SSN): 342-68-7836

Type of Business Entity:

Individual Corporation Partnership Other: _____

I am applying for a \$ 29,821 Cash Grant
 Reimbursement from future tax increment

Project Category:

- New Business Construction
- Building Repair/Retrofit/Rehabilitation
- Façade Restoration
- Emergency Structural Repairs
- ADA, Life Safety, Building Code, and Electrical Rehabilitation
- Building demolition and/or site preparation

Building Name (if it has one): _____

Building Address: 11,13,15,17 E. Ferguson Ave., Wood River, IL

How is the title held to the property?

- Individual Corporation Land Trust
 Partnership Limited Liability Company Other: _____

1. Name(s) of property owner(s): Arron DeWerff
(All beneficial owners of a Land Trust, members of a Limited Liability Company and partners in a partnership must be listed.)

Owner(s) phone no.: (618)779-5303

If the applicant is not the same as the owner, explain: _____

2. Building Data:

| | Total | Portion Addressed By Project |
|--|---------------|---------------------------------|
| Site square footage: | _____ | _____ |
| Building square footage: | _____ | _____ |
| Number of floors in building: | <u>2</u> | _____ |
| Approximate year constructed | <u>1920</u> | |
| Most Recent Real Estate Taxes Paid: | <u>\$1350</u> | Year Paid - 202 <u>1</u> |

3. Current Use:

DBI Property Management

4. General Project Description and /or Proposed Use:

New storefronts

5. Identify the proposed tenants of the project. Indicate whether leases have been negotiated, provide the status of any such negotiations, and whether or not the property owner is leasing from themselves.

Squeaky Clean Pet Spa

Bubble Kitties Cat Grooming

JMD Boutique

6. Who will own the property?

Arron DeWerff

7. Provide a brief description of the public benefit to the City resulting from the proposed project (e.g., stabilize historic building, improve façade appearance, increase property values, etc.)

Revitalization of the Downtown District

Bring people to Downtown to shop

8. Provide an estimate of the total number of jobs to be created or retained by the proposed project. (Ignore if request is below \$10,000)

a. Present Number of Employees Full Time 5 Part Time
b. Anticipated Number of Employees Full Time 10 Part Time 2

9. If the proposed project includes commercial uses, explain how the project will attract customers from outside the City or will provide retail or other commercial services currently unavailable or in limited supply in the City. A separate document may be attached to provide additional details about the market research you have performed. (Ignore if request is below \$10,000)

I've already advertising and people seem to like the idea of the stores we have coming. Also this will open doors for new businesses to potentially move downtown Wood River if we get the buildings looking updated

10. Sources and Uses of Funds. Please attach corresponding documentation from financing partners such as a bank, credit union, business partners, investors, etc. This documentation should prove that you have funds available to complete the project. It may include a personal financial statement, bank statement, letter from a financial institution regarding a loan, etc.

| | <u>City TIF</u> | <u>Bank</u> | <u>Owner Equity</u> | <u>Other</u> |
|---|---------------------|-------------|-------------------------|--------------|
| Property Acquisition | \$ | \$ | \$ | \$ |
| New Construction | \$ | \$ | \$ | \$ |
| Facade Improvement | \$ | \$ | \$ | \$ |
| Design Services | \$ | \$ | \$ | \$ |
| Building Rehab | \$ | \$ | \$ | \$ |
| Equipment/Fixtures/ Furnishings | \$ | \$ | \$ | \$ |
| Emergency Repairs | \$ | \$ | \$ | \$ |
| ADA/Life Safety/ Building Code/Elec. | \$ 9446.00 | \$ | \$ 9446.00 | \$ |
| Building Demo/Site Preparation | \$ | \$ | \$ | \$ |
| TOTAL | \$ | \$ | \$ | \$ |

11. Provide narrative explaining why the project is not feasible or not worth the investment without TIF funding assistance:

The project would be able to get done quicker with TIF Funding. Without income coming from the property I can't afford to make all these improvements by myself. If the city was to help me with some TIF Funding I could potentially bring new businesses and jobs to the Downtown District. It would also make the appearance of Downtown better for investors and potential Businesses looking to come to Wood River. Plus it would eliminate anymore deterioration of the building from sitting empty

12. Provide an income statement for the first three years of operation to prove that the Applicant possesses the financial ability to complete and operate the proposed project. The income statement should include projected revenues, expenses, and profit on a monthly and annual basis. Expenses should include cost of goods sold, labor expenses, utilities, etc. Expenses do not need to include interest, taxes, depreciation, and amortization. (Ignore if request is below \$10,000)

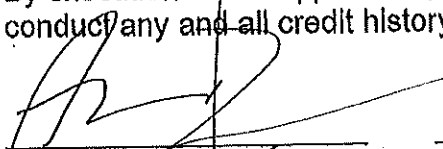
13. Has the applicant explored alternative financing methods for the proposed project before applying for the use of TIF? Yes X No _____. If so, what other financing methods were explored?

14. Provide an estimate of the fair market value of the property after the proposed improvements are completed. (Ignore if request is below \$10,000)

100,000

The undersigned has applied for the TIF assistance described in this application and the proceeds of any TIF reimbursement or grant will be used in connection with the project described herein. The applicant agrees to abide by all City of Wood River, Illinois TIF Redevelopment Program Guidelines. The applicant agrees to furnish information listed as application attachments and any additional information to the City as needed to review and consider this request.

By execution of this application, Applicant acknowledges and consents for the City to conduct any and all credit history checks it deems necessary and appropriate.


Applicant's Signature

Property Owner
Title

9/29/2022

Date

(Applicant – do not write below this line)

Date Application Received: _____ Staff Signature _____

Notes:



George Alarm Company, Inc.

202B West Main Glen Carbon, IL. 62034

Springfield 217-525-1334
Glen Carbon 618-288-2092
Decatur 217-429-6663
Champaign 309-827-5707
Bloomington 309-827-5707
Peoria 309-682-7171

November 22, 2023

DBI Property Management
Attn. Arron Dewerff
15 Ferguson Ave.
Wood River, IL. 62095

Dear Mr. Dewerff:

Thank you for the opportunity to propose a fire alarm system for your facility. George Alarm Company has been providing Illinois and Missouri with the highest quality security services for 60 years. We provide sales, service and testing for burglar, fire, video, card access, nurse call and patient wander systems including systems we did not originally install. George Alarm Company operates a fully computerized and Underwriter's Laboratory approved central monitoring station providing prompt and accurate alarm response. Based on our discussion I have put together the following options.

Scope of Work: George Alarm Company shall provide and install a fully functional fire and security alarm system that will include all fire alarm initiation devices, fire alarm notification appliances, and door contacts for the 5 warehouse doors. The system will be monitored by a GAC provided cellular communicator and will allow for remote connectivity via smart phone, laptop, tablet, PC, etc..

Option: Fire & Security Alarm System

- 1 DMP U.L. Listed fire & security alarm control panel with battery backup.
 - 1 Remote annunciator / keypad.
 - 5 Wireless door contacts.
 - 2 Security alarm sirens w/ blue strobe.
 - 1 Manual pull station.
 - 2 Beam smoke detectors w/ remote test stations.
 - 3 Natural gas detectors.
 - 5 Addressable monitor modules.
 - 6 Wireless smoke detectors.
 - 9 Wireless smoke / CO combination detectors.
 - 1 NAC power supply.
 - 10 Horn strobes.
 - 1 Outdoor rated horn strobe.
 - 1 U.L. Listed fire cellular communicator w/ Virtual Keypad service.
- Please note in the warehouse area the system components will be hard wired and a clear path will need to be provided to properly install the required cable and devices. Also, the fire alarm control panel will require a dedicated 20amp circuit and must be connected by a licensed commercial electrician.

Direct Purchase Option:

| | |
|---------------|------------------------------|
| Installation: | \$18,892.00 (includes tax) |
| Monitoring: | \$42.00 per month. |

Lease / Service Option: (60 month agreement w/ all parts, labor, and service included)

| | |
|---------------------------------------|-----------------------------|
| Installation: | \$11,304.00 |
| Monthly Lease / Service / Monitoring: | \$272.00 per month. |
| Buyout at Anytime: | \$7,588.00 (includes tax) |

Thank you again for considering George Alarm Company. Prices quoted above are valid for thirty days. If you have any questions please call me at 618-363-0300 or 618-288-2092.

Sincerely,

Matt Barger

9

ORDINANCE NO.

ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF WOOD RIVER SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL

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, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, City currently owns:

- | | |
|--|--|
| 46-Bicycles | DeWalt miter saw wheeled stand |
| 6-Fishing poles | Toro electric power shovel |
| Fishing net | 18 inch Black and Decker push mower |
| Fishing tackle box with misc. fishing equip | Large collapsable tent in a case |
| Peavy brand amplifier/speaker | Red colored Ripstick skateboard |
| Kawasaki Brush Hog | 4-Michelin tires and rims size 245/70R16 |
| Lineman's climbing kit | LTD electric guitar |
| 3 cell phones | Bell & Howell-Sound 16 film projector |
| Punch ladles | Assorted silverware |
| Lectern with amplifier and microphone | Assorted film reels- firefighting training |
| Assorted rotary slides-firefighting training | 15-"Thank You" insulated travel mugs |
| Poster frames | Assorted VHS tapes- firefighting training |
| Kodak carousel projector | Storage case |
| Raffle ticket tumbler | 2-Speakers |
| Drink dispenser | Elkhart ground monitor |
| Gas powered fan | 4-Pike poles-various lengths |
| 2-Stair chairs | Computer monitor |
| Projector | Binoculars |
| Base radio | Stokes basket |
| Scoop stretcher | Asst. streamlight flashlights and parts |
| Superfolder ladder | Lifepak 300 cardiac monitor/defibrillator |
| LED lightbar | Portable light |
| Amplifier | 1998 Wacker 4 inch Pump |
| 1991 Trail King 50T LowBoy Trailer (7266) | 2001 Dodge Ram 1500 V6 (4315) |

2003 Ameri-Can Engineering 2 Person Comfort Station
1987 Freightliner – Tractor/Truck 4857 Hours, 37,313 Miles (6477)
Zoll Cardiac Monitor/defibrillator and accessories/battery charger/leads/new case in packaging
Hobart 115v wire welder & compression gas cannister on a cart
20 inch Steele brand battery powered push mower
Utility/Tool Bed for 2002 Ford 350 XL Super Duty
2003 Ameri-Can Engineering 2 Person Comfort Station
1993 Case 9030 Track Hoe 4792 Hours, with Brushing Cutting Attachment & Ditching Bucket

(“Surplus Property”); and

WHEREAS, in the opinion of this City Council, the Surplus Property is no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property; and

WHEREAS, City has determined the Surplus Property will be sold for the highest value possible, or disposed of, to be determined solely by the City Manager, or the City Manager’s designee; and

WHEREAS, City has determined the City Manager, or the City Manager’s designee, is permitted to sell for the highest obtainable value or dispose of the Surplus Property, to be determined solely by the City Manager, or the City Manager’s designee; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus, and sell, trade-in, and/or dispose of the same.

NOW, THEREFORE, BE IT ORDAINED 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 Highland, Illinois.

Section 2. The City Surplus Property is hereby declared no longer useful to the City or necessary for City purposes, that the City Surplus Property is declared surplus, and that it is in the best interest of the City to sell, trade-in, and/or dispose of the same.

Section 3. The City Manager, or his designee, is directed and authorized to sell, trade-in, and/or dispose of the Surplus Property, as the City Manager, or his designee, sees fit.

Section 4. The City Manager, or his designee, is directed and authorized to sell or trade-in the Surplus Property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee.

Section 5. This Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 6th day of May, 2024.

MAYOR OF THE CITY OF WOOD RIVER

ATTEST:

CLERK OF THE CITY OF WOOD RIVER

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Public Services

Danielle Sneed

From: Danielle Sneed
Sent: Thursday, May 2, 2024 1:29 PM
To: Danielle Sneed
Subject: FW: Auction Items

From: Michael Velloff
Sent: Tuesday, April 30, 2024 4:38 PM
To: Danielle Sneed <dsneed@cityofwoodriver.com>
Cc: Pat Minogue <pminogue@wrparks.org>; Carrie Whipple <cwhipple@cityofwoodriver.com>
Subject: Auction Items

Danielle,

See following:

1987 Freightliner – Tractor/Truck 4857 Hours, 37,313 Miles (6477)

1991 Trail King 50T LowBoy Trailer (7266)

1993 Case 9030 Track Hoe 4792 Hours, with Brushing Cutting Attachment & Ditching Bucket

2003 Ameri-Can Engineering 2 Person Comfort Station

1998 Wacker 4 inch Pump

Utility/Tool Bed for 2002 Ford 350 XL Super Duty.

2001 Dodge Ram 1500 V6 (4315) – Park & Rec – Was shown as being sold already? Sitting on PW upper Lot though.

Thanks,

Michael Velloff, P.E.

Director of Public Services
City of Wood River
100 Anderson Avenue
Wood River, IL 62095
(618) 251-3122
mvelloff@cityofwoodriver.com



Danielle Sneed

From: Brad Wells <bwells@woodriverpolice.com>
Sent: Monday, April 29, 2024 1:27 PM
To: Steve Palen; Danielle Sneed
Subject: Police Department Surplus Items

Below is a list of all surplus items to be auctioned from the police department.

- 46- Bicycles
- 6- Fishing Poles
- Fishing net
- Fishing Tackle Box with misc. fishing equipment inside
- Hobart brand 115v wire welder and compressed gas cannister on a cart
- DeWalt Miter Saw wheeled stand
- Toro electric power shovel
- 18 inch Black and Decker electric push mower
- 20 inch Steele Brand battery powered push mower
- LTD electric guitar
- Large collapsable tent in a case
- Peavy brand amplifier / speaker
- Red colored Ripstick skateboard
- Kawasaki Brush Hog, No VIN or serial number
- 4- Michelin Tires and rims, size 245/70R16
- Lineman's Climbing Kit

Brad Wells
Chief of Police
F.B.I. N.A. #233
City of Wood River
550 Madison Ave.
Wood River, Illinois 62095



Danielle Sneed

Finance Dept.

From: Karen Weber
Sent: Tuesday, April 30, 2024 10:52 AM
To: Danielle Sneed
Subject: Surplus Listing

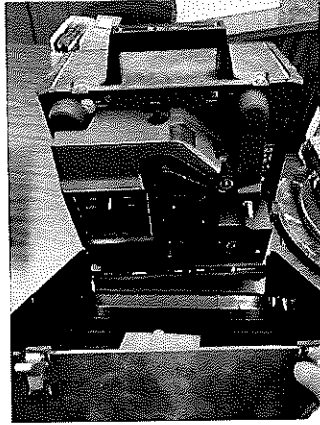
| | Model | FCC ID | IC | IMEI | |
|-----------|-------|------------|-------------|-----------------|-------|
| Iphone 11 | A2111 | BCG-E3309A | 579C-E3309A | 357838494562558 | BLACK |
| Iphone 8 | A1863 | BCG-E3159A | 579C-E3159A | 353219106272692 | BLACK |
| Iphone XR | A1984 | BCG-E220A | 579C-E3220A | 356834111722478 | BLUE |

Emily has the actual items when you need them.

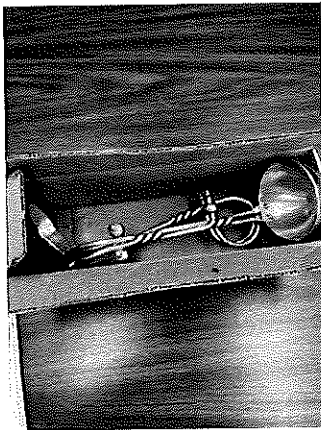
Karen Weber
City of Wood River
Treasurer/Director of Finance
O: 618-251-3131
F: 618-251-3191

Wood River Fire Department Surplus 2024

Bell & Howell – Sound 16 Film Projector



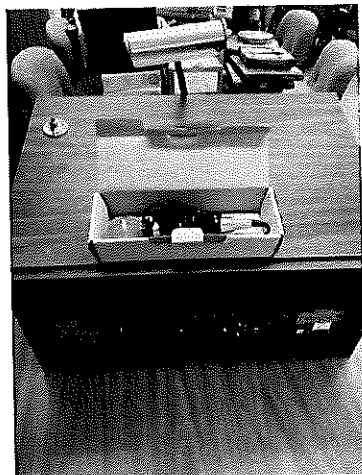
Punch Ladles



Assorted Silverware



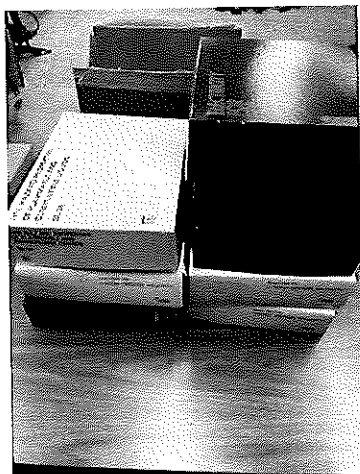
Lectern with amplifier and microphone



Assorted Film Reels – Firefighting Training



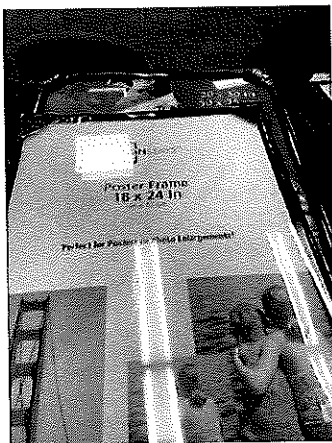
Assorted Rotary Slides – Firefighting Training



“Thank You” insulated travel mugs (#15)



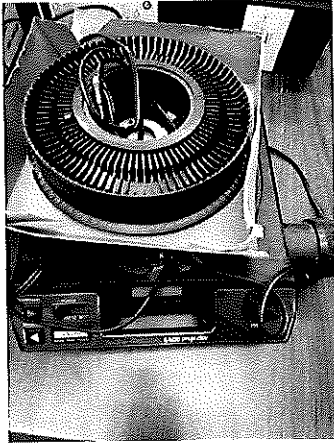
Poster Frames



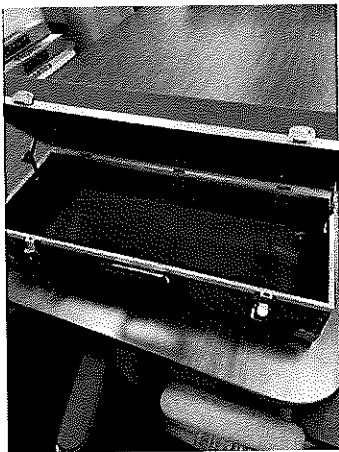
Assorted VHS Tapes – Firefighting Training



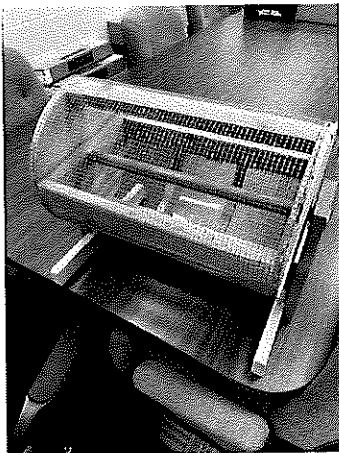
Kodak Carousel Projector



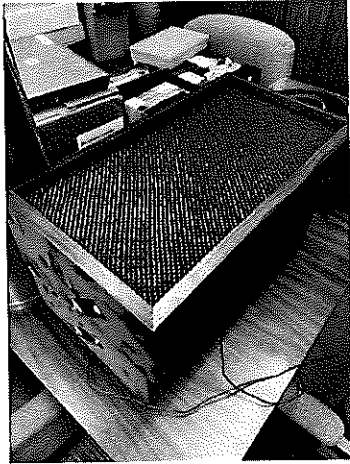
Storage Case



Raffle Ticket Tumbler



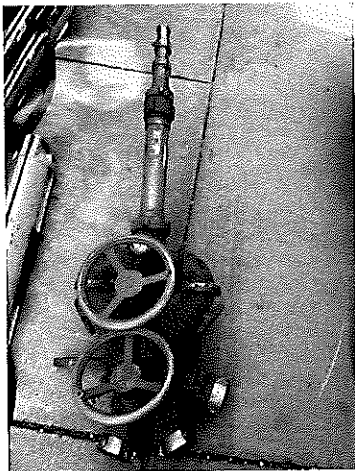
Speakers (#2)



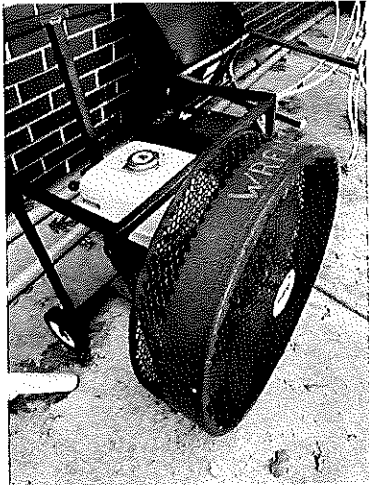
Drink Dispensers (#2)



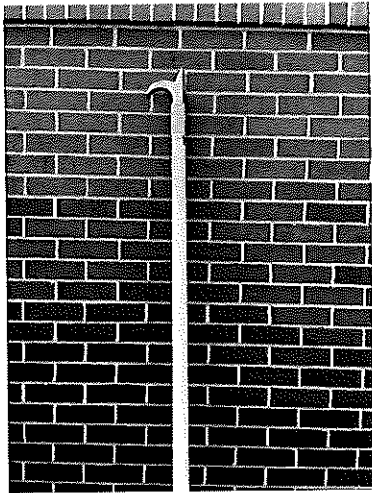
Elkhart Ground Monitor



Gas Powered Fan



Pike Poles (#4) Various Lengths



Stair Chairs (#2)



Computer Monitor



Projector



Binoculars



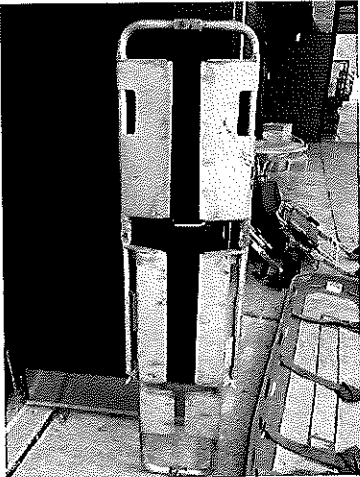
Base Radio



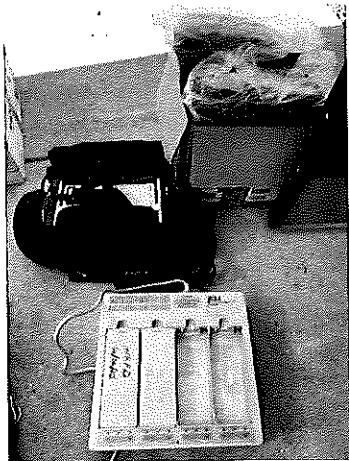
Stokes Basket



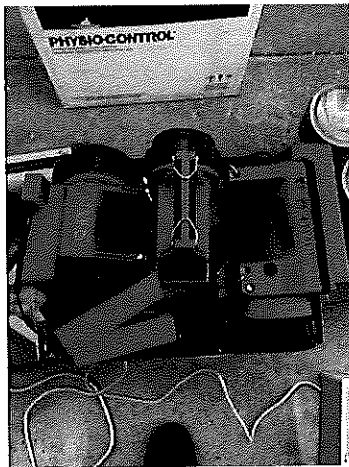
Scoop Stretcher



Zoll M Series Cardiac Monitor / Defibrillator and Accessories
Battery Charger / Leads / New cases in packaging



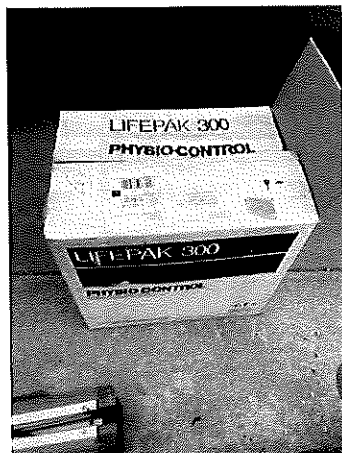
Assorted Sreamlight Flashlights and Parts



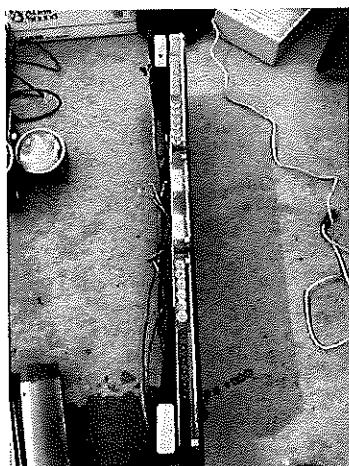
Superfold Ladder



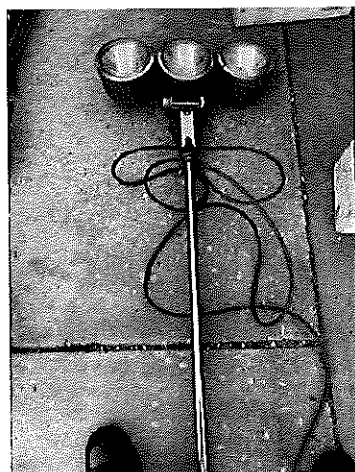
Lifepak 300 Cardiac Monitor / Defibrillator



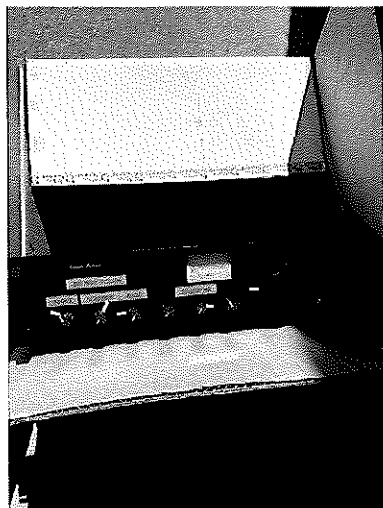
LED Lightbar



Portable Light



Amplifier



10

RESOLUTION NO:

RESOLUTION APPROVING AND AUTHORIZING A TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE BETWEEN CITY OF WOOD RIVER AND RENT FUN.

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 is in the best interests of public health, safety, general welfare and economic welfare to allow Rent.Fun to use the City real estate to rent kayaks and other products and services related to the rental of kayaks; and

WHEREAS, City and Rent.Fun have agreed to enter a Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space attached hereto as **Exhibit A**; hereinafter “Lease Agreement”; and

WHEREAS, City has determined that because the term of the Lease Agreement between City and Rent.Fun is less than two (2) years, the City Manager has authority, under Illinois law, to negotiate the terms and conditions of the lease going forward, as long as the terms and conditions do not materially change and require further approval by the City Council; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Lease Agreement between City and Rent.Fun.

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 Lease Agreement between City and Rent.Fun is approved (*See Exhibit A*).

Section 3. That this Resolution shall be known as Resolution No: _____ and shall be effective upon adoption with implementation date of _____.

PASSED and APPROVED this 6th day of May, 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:

**TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE
AGREEMENT FOR SHARED SPACE**

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

THIS CONTRACT ("Agreement") is made and entered into effective as of the date passed by Resolution and by the affirmative vote of a majority of the corporate authorities then holding office of the CITY OF WOOD RIVER ("CITY"), and Rent.fun, LLC ("Rent Fun"), and enter this TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE ("Agreement"), and state:

WHEREAS, Rent Fun is an independent legal entity operating independently of the CITY, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Rent Fun and CITY, and Rent Fun's employees, representatives, agents and subcontractors shall not be deemed employees of CITY under any circumstances; and

WHEREAS, Rent Fun desires to utilize leased shared space to provide the following products and services:

A. EQUIPMENT & INITIAL LAUNCH: Rent Fun will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- Four (4) sit-on-top kayaks and / or stand-up paddleboards, with associated paddles and lifejackets
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Rent Fun. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Rent Fun.

B. SIGNAGE. Rent Fun may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Rent Fun may obtain third party sponsors for the signage and retain all revenue collected therefrom. Rent Fun will submit designs of any anticipated decals or signage for Land Owner's approval prior to installation, not to be unreasonably withheld. Rent Fun shall be solely responsible for installation and maintenance of any decals or signage.

C. CUSTOMER SUPPORT: Rent Fun shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. MARKETING: Rent Fun shall develop and deliver to CITY a custom website designed to market the Rental Station Services prior to launch, at no cost to CITY.

E. MAINTENANCE: Rent Fun's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

and

WHEREAS, in consideration of this Agreement, CITY agrees to provide shared leased space for Rent Fun to operate a business, and Rent Fun Agrees to provide products and services to City residents furthering the health and welfare of City residents through recreation, and under the terms and conditions of this Agreement; and

WHEREAS, CITY agrees to give Rent Fun fifteen (15) days' notice, or as much notice as reasonably possible, if the agreed upon space is required for activities conducted by CITY that would prohibit Rent Fun from performing Rent Fun's services; and

WHEREAS, CITY agrees to permit Rent Fun to share use of City real property, namely and exclusively Parcel ID 19-1-08-21-00-000-002, and Parcel ID 19-1-08-21-00-000-003.

WHEREAS, Parties agree the terms of this agreement may be revisited for amendment, and any and all revisions and/or amendments to this agreement must be disclosed, agreed, and executed by both parties in writing; and

WHEREAS, this Agreement is made and entered into effective as of the date passed by Resolution and shall terminate one (1) year after it becomes effective; and

WHEREAS, this Agreement may automatically renew for additional one (1) year terms if not terminated by either Party; and

WHEREAS, CITY has the right, at its sole discretion, to terminate this lease Agreement at any time, with or without cause with thirty (30) days' notice to Rent Fun; and

WHEREAS, Rent Fun has the right, at its sole discretion, to terminate this lease Agreement at any time, with or without cause with thirty (30) days' notice to CITY; and

WHEREAS, Rent Fun agrees in no event will CITY be liable for any special, direct, indirect, consequential, or incidental damages, or any damages whatsoever, whether in an action of contract, negligence, intentional tort, other tort, or any cause of action of any kind, in law or equity, arising out of or in connection with Rent Fun's use of space at the CITY, or any activity of Rent Fun, its agents, employees, or customers, or any agent of Rent Fun, of any kind, and Rent Fun will indemnify and hold CITY harmless, and pay all legal fees, court costs, and judgments associated in any way with this Agreement or Rent Fun's activities at CITY; and

WHEREAS, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State

of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this Agreement, shall be brought in the Circuit Court in Madison County, Illinois; and

WHEREAS, the parties agree to the following:

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned without the written approval of City.
- b. Person Defined. The word "Rent Fun" as used herein shall include all individuals, partnerships, limited liability companies, corporations, any business entities of any kind, or any other entities whatsoever.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Waiver. The failure of either Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or thereunder or of the future performance of any such term, covenant or condition, but the obligation of the Parties with respect thereto shall continue in full force and effect.
- f. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all

purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.

- g. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the prevailing party, shall be entitled to all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs resulting from any action, mediation, arbitration, proceeding, or litigation.
- h. Entire Agreement. This Agreement supersedes all previous agreements between CITY and Rent Fun, and constitutes the entire agreement between the CITY and Rent Fun, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding unless in writing and signed by both parties. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- i. Construction. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties or Party's lawyers, it being recognized that both Parties have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- j. Compliance with Laws, Regulations, and Accreditation. The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should CITY have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto, City shall give written notice to Rent Fun regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of City first providing notice to Rent Fun of the need to amend this Agreement to comply with the laws and regulations, the Parties, acting in good faith, are: (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Regardless, either Party may terminate this Agreement with thirty (30) days prior written notice, as this sub-part merely provides for a means to resolve the legality of the contract in question.

k. Indemnity, Hold Harmless, and Tender of Defense. Rent Fun shall indemnify and hold harmless the CITY, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorney's fees) which may arise directly or indirectly from Rent Fun's affiliation with the CITY. Rent Fun understands and agrees that in no way does this Agreement create any liability of any kind for CITY regarding Rent Fun's affiliation with CITY. Rent Fun shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith with Rent Fun's affiliation with CITY. If any judgment shall be rendered against CITY, its agents, officers, officials or employees in any such action, Rent Fun shall, at its expense, satisfy and discharge the same.

l. Termination of Agreement. City shall have the absolute and immediate right to terminate this Agreement with thirty (30) days' notice to Rent Fun. Rent Fun agrees it has no property rights pursuant to this Agreement and no cause of action or remedy for termination of this Agreement.

m. Acceptance of Contract. Rent Fun and City intend to execute this Agreement prior to City obtaining the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Resolution and the affirmative vote of the majority of the corporate authorities then holding office. Neither Rent Fun nor City shall have any obligation under this Agreement until City has obtained all necessary approvals to this Agreement having full force and effect.

n. Insurance. Rent Fun agrees it will maintain insurance in such types, coverages and coverage amounts necessary to cover its performance under the terms of this Agreement. Rent Fun shall secure and maintain the following liability insurance policies insuring Rent Fun as named insured and naming CITY, and its elected and appointed officers, officials, agents, lawyers, and employees as additional insureds on the policies listed in paragraphs 1 and 2 below:

1) Commercial general liability insurance:

A. One million dollars (\$1,000,000) for bodily injury or death to each person;

- B. One million dollars (\$1,000,000) for property damage resulting from any one accident;
 - C. One million dollars (\$1,000,000) for all other types of liability;
 - D. Five million dollars (\$5,000,000) annual aggregate insurance;
- 2) Worker's compensation with statutory limits, if applicable; and
 - 3) Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

RENT.FUN, LLC

**Rent.fun, LLC
 201 SOUTH DIVISION STREET
 ANN ARBOR, MI 48104
 Attn: Adam Greenstein
 adam@rent.fun**

By: _____

Date: _____

CITY OF WOOD RIVER, ILLINOIS:

**City of Wood River
 Madison County, Illinois
 111 N. Wood River Ave #B
 Wood River, Illinois 62095**

Steve Palen
 City Manager
 City of Wood River, Illinois

By: _____

Date: _____

RESOLUTION NO.

RESOLUTION WAIVING BIDS AND APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE CONTRACT BETWEEN THE CITY OF WOOD RIVER AND GOVERNMENTAL CONSULTING SOLUTIONS, INC

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 enter a "Contract" or "Agreement" with Governmental Consulting Solutions, Inc. ("GCS") to effectively lobby for, and consult the City of Wood River regarding Grants and Grant Incentives (*See* Agreement attached hereto as **Exhibit A**); and

WHEREAS, the City Administrator has informed the City Council the services provided by GCS under the Agreement will include lobby services, grant, and grant incentive consulting with costs not to exceed \$3,000.00 per month for a term of 6 months (*See* **Exhibit A**); and

WHEREAS, the City Administrator has informed the City Council that by utilizing GCS lobby services, grant, and grant incentive consulting, City will be involved in, promoted and considered for grant and grant incentives through GCS's efforts; and

WHEREAS, the City has determined it shall waive bidding procedures and approve this resolution for professional services from GCS for lobby services, grant, and grant incentive consulting (*See* **Exhibit A**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare of the City to waive the formal bidding process and approve the Agreement (*See* **Exhibit A**); and

WHEREAS, City finds that the Mayor should be authorized and directed, on behalf of City, to execute any documents required to waive the formal bidding process and approve the 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 formal bidding process is waived and the Agreement (*See* **Exhibit A**) is approved.

Section 3. The Mayor is authorized and directed, on behalf of the City of Wood River, to execute any documents required to waive the formal bidding process and approve the 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 6th day of May, 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:

PROFESSIONAL SERVICES CONTRACT

I. The Parties. This Professional Services Contract ("Agreement") is by and between:

Professional: Governmental Consulting Solutions, Inc. with an address of 420 West Capitol Ave., Suite 1, Springfield IL, 62704 ("Professional"),

AND

Client: City of Wood River IL, with a mailing address of 111 North Wood River Ave, Wood River IL, 62095 ("City"),

The Agreement between Professional and City is made and entered into effective as of the date City obtains the approvals necessary to give force and effect to this Agreement, which City represents that this Agreement must be passed by Resolution and by the affirmative vote of a majority of the corporate authorities then holding office (the "Effective Date").

Professional and City may each be referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, City hires the Professional to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on ___May___, 2024 and terminate: (check one)

- **At-Will:** Written notice of at least ___ days' notice.
- **End Date:** Six months after execution, subject to renewal and new City Council Resolution authorizing renewal.
- **Other:** Completion INTERNAL VISUAL INSPECTION

III. The Service. The Professional agrees to provide the following:

1. **Legislative Priorities.** Professional agrees to initiate and manage legislative priorities – As the beginning of the legislative session approaches, Professional will work with the City to define and prioritize its legislative proposals, identify House and Senate sponsors, draft bill language, communicate with staff members, navigate the legislation through the committee process, advocate for the support of the full membership, and engage with the Governor's administration to ensure his or her support and signature.
2. **Monitor and Engage Pending Legislation.** Professional monitors all filed legislation and pending administrative rules and will identify pending issues that may have a positive or

negative impact on the City generally and other areas of interest. Upon review and discussion, Professional will engage on those issues as needed.

3. Engage in the Budget-Making Process. – Should the City wish to pursue an appropriation of state funding or any legislation that will result in a fiscal impact to the state, the request or proposal will be tied to the budget-making process. This will involve a unique series of discussions with legislators and staff from both the legislative and executive branches.
4. Form Connections within State Agencies – Through its connections, Professional will initiate conversations and connections within the various agencies of state government to facilitate achievement of the City's goals.

Hereinafter known as the "Service".

The Professional shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the City, including all local, state, and federal laws, and shall perform the Service to the best of their abilities.

IV. Payment Amount. The City agrees to pay the Professional the following compensation for the Service performed under this Agreement: (check one)

- \$____ / Hour
- \$ 3,000.00 / Per Month
- \$____ / Per
- Other:

Hereinafter known as the "Payment Amount".

V. Payment Method. The Client shall pay the Payment Amount: (check one)

- After Each Service Request
- Daily
- Weekly
- Bi-Weekly
- Monthly
- Other:

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

VI. Retainer. The City is: (check one)

- To pay a retainer in the amount of \$ _____ to the Professional as an advance on future Services to be provided ("Retainer"). (check one)

- Retainer is Refundable.

- Retainer is Non-Refundable.

- Not required to pay a retainer before the Professional is able to commence work.

VII. Return of Property. Upon the termination of this Agreement, all property provided by the City must be returned by the Professional. Failure to do so may result in a delay in any final payment made by the City.

VIII. Confidentiality. Professional acknowledges and agrees that all financial and accounting records, and any other data and information related to the City is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the Services for City, and information which is a matter of public record, Professional shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Professional or any other person, except with the prior written consent of the City..

a.) **Return of Documents.** Professional acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the City containing Confidential Information shall be the sole and exclusive property of the City and shall be returned to the City upon termination of this Agreement or upon written request of the City.

b.) **No Release.** Professional agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

IX. Independent Contractor Status. Professional acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the City. Professional shall have no authority to bind or otherwise obligate the City in any manner, nor shall the Professional represent to anyone that it has a right to do so.

Professional at all times shall have exclusive control of the performance of the Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Professional, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Professional shall perform its obligations under the Agreement.

X. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Professional or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Professional or City.

XI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-

defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement, or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XII. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XIII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Illinois. The venue for any and all litigation associated in any way with this Agreement, or performance under this Agreement, shall be Madison County, Illinois.

XIV. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XV. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

XVI. Indemnification. Professional agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Professional's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Professional, or any of its directors, officers, employees, agents, lawyers, or subcontractors, in the performance of this Agreement.

XVII. Assignment. Professional's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

City's Signature _____ Date _____

Print Name _____

Professional's Signature _____ Date _____

Print Name _____





Company Overview

Overview of Firm

Governmental Consulting Solutions (GCS) is based in Springfield, Illinois, and provides Grant Incentive Consulting to organizations including municipalities, colleges, businesses, not-for-profits and associations. We specialize in providing consulting, and communication services for clients before Illinois' legislative and executive branches.

Our strength lies within our team's experience, knowledge, and reputation. We not only bring decades of experience in state government, but we bring unique skills that no other firm is able to provide. Our past and present successes will demonstrate that your challenging issues can be overcome with a realistic perspective, well-conceived planning and smart deployment of resources.

Jim Riemer, Jr. is a partner of our firm. Jim has experience in both the public and private sector. Jim began his career in marketing for an environmental engineering firm. Following this Jim became the Executive Assistant to the Illinois State Comptroller and went on to manage several statewide political campaigns. Jim was then named Deputy Director of the Illinois Department of Natural Resources where he oversaw more than a thousand employees.

John Lowder became a partner of our firm in January of 2013. John has 18 years of legislative experience, serving 14 years as the Research and Appropriations Director for the Illinois House Democratic Caucus. During those 14 years, John and his staff analyzed and advised legislators on legislation affecting all aspects of state government. John served as a top advisor to House leadership. Additionally, in his capacity as Appropriations Director, John negotiated and supervised the drafting of every state budget from FY 2000 – FY 2013. He has a strong working knowledge of the budget issues that are important to our clients. His intimate knowledge of the process used to construct a state budget allows him to provide our clients with a distinct advantage in protecting their resources and the best opportunity to expand their programs.

Jessica Basham of Basham Government Solutions, LLC, joined our firm in October 2021. Jessica comes to GCS with over 18 years of experience with the Illinois Legislature. Most recently, Jessica served as Chief of Staff to House Speaker Michael J. Madigan (June 2018 - January 2021) and House Speaker Emanuel "Chris" Welch (January - August 2021) before resigning to start her private consulting work. In her role as Chief, she managed the daily operations and schedule of the House of Representatives, as well as managed a staff of nearly 200 employees. Before becoming Chief of Staff, Jessica served as the Research and Appropriations Director for the Illinois House Democratic Caucus (January 2013 - June 2018), during which time she was the lead staff negotiator on the State Budget for House Democrats, as well as supervised the analysis of legislation impacting education, healthcare and human services, taxation, pensions, and more. Before that role, she was a Research Analyst for the House Democratic Staff (January 2003 - January 2013), focusing primarily on revenue, gaming, and budget issues. Through her work with the House Democratic Staff, Jessica has become an expert on the state budget, numerous substantive issues, and the legislative process itself.

Nick Williams of BNW Consulting, LLC, joined our firm in October 2021. Nick has more than 18 years of experience within state government operations and the General Assembly. Nick brings with him an extensive understanding of the legislative process and a broad skill set ranging from tracking legislation to leading and representing organizations of more than 3,000 employees. Nick has held several legislative positions with the State of Illinois. Most notable are his roles serving as House Floor Liaison and leading the member roll call process in the Senate and the House Chambers. In addition to working in the Governor's Office, Nick served as Director of Governmental Affairs to the Illinois Departments of Commerce and Economic Opportunity, Agriculture, Transportation, and Natural Resources, and the Capital Development Board.

Nick has served as both President and Associate Director of two separate associations where he worked diligently to foster relations with numerous state agencies to best navigate regulatory and policy issues pertinent to the industry. Nick has more than 7 years of association budget and PAC fund management experience, and he also facilitated outreach efforts in Illinois to further economic development. With his many years of experience in state government, Nick prides himself on the countless relationships he has established and his expertise surrounding the state's political landscape.

Lynn Lowder Coffey joined our firm in January 2024. Lynn retired after 34 years with the Community & Residential Services Authority (CRSA), an agency of the State of Illinois that works with children with disabilities and their families. She served in many capacities during her career, most recently as CRSA's legislative liaison, being responsible for researching and drafting legislation, bill tracking, policy analysis and statute interpretation. In that role, Lynn gained a familiarity with the legislative process and prided herself in establishing collaborative working relationships with clients, state and local agencies, members of the General Assembly, the Governor's Office, and numerous staff members and other stakeholders. Lynn brings to GCS not only her advocacy skills, but also her relentless drive to connect and collaborate with people of different backgrounds and viewpoints.

Jill Cass has worked for GCS since April 2005. Jill is responsible for all administrative, financial and customer service operations. Her work involves managing people and processes behind the scenes – skills that she's developed from two decades of service in key support roles in corporate, nonprofit and municipal organizations. Jill ensures that our clients are fully compliant with rules and regulations governing registration and reporting requirements throughout the year.

Our Approach

GCS brings a wealth of knowledge and experience to its clients. We have established personal relationships with legislators, staff and administrative personnel across the political spectrum, allowing us to provide our clients with accurate and privileged information not available to most people. It also allows us to execute a proactive process by which we advocate and educate on behalf of our clients.

The collective knowledge base of GCS is unsurpassed by any other governmental consulting firm. GCS has a reputation as not only an advocate but also as a problem-solver. This enables us to advocate on behalf of our clients in a manner that not only gets results but also drives the public debate. Although we cannot – and would not – ever guarantee success, we do guarantee that our clients' issues and positions are heard by the right governmental officials and decision-makers.

Our Services

The experienced team at GCS has a record of success. Our firm can tailor a strategy based on your specific goals for engagement in Illinois, whether it involves a long-term plan or immediate action.

Governmental Relations – With decades of experience and an extensive network of contacts, our team is ready to address a wide range of political and governmental challenges. GCS can design and execute a comprehensive strategy to help your organization succeed in its policy and messaging goals, both by advancing the beneficial and by suppressing the negative. Oftentimes these activities work hand-in-hand, and we will guide you through the process to attain the desired outcomes.

Policy Monitoring & Reporting – GCS utilizes legislative resources and technology to ensure that we stay current on all upcoming hearings, meetings, proposed legislation and amendments, as well as any major agency rule makings that may impact our clients. We provide written and/or oral reports to our clients throughout the legislative session and in the interim as needed.

Bill Drafting & Process Management – GCS will work with you to realize your legislative goals. We start with a concept and translate that into legislation that we will usher through the process. By working closely with legislators, staff, and stakeholders that either support or oppose your concept, we will advance your idea each step of the way. This includes developing and refining informational materials, written and oral testimony, rulemaking comments, and other materials as needed.

State Budget Advocacy – The GCS team has over 20 years of combined experience in negotiating the annual state budget at the highest levels. Using that knowledge, we can develop the best strategy to pursue state funding for your needs. This includes not only identifying the technical approach with the greatest likelihood of success, but also executing a communication strategy with the right people at the optimal steps in the budget-making process.

Relationship Building & Targeted Communication – An effective strategy relies not only on activity during the legislative session, but on organizing a continuing effort to develop your message and relay that message to decision makers, stakeholders, and the public. This often means creating communication strategies, developing alliances, and forging coalitions of support – which can take much time and commitment to do well.

Association Management – GCS works with associations interested in advocating for their industry or profession at the state level of government. We create a strategic plan for how your organization can leverage its members to make a strong impact in Springfield. Our team has more than 10 years of experience managing government affairs for several associations of various sizes.

Client List

April 2024

Alternative Schools Network
Ameren Illinois
Ascendant Facility Partners, LLC
Bacon Farmer Workman Engineering & Testing, Inc.
Canel Corridor Association
City of DuQuoin
City of Highland
City of Joliet/Joliet Area Historical Museum
City of Marion
Conservation Police Lodge
County Assessment Officers Association
Illinois Association of Regional Superintendent of Schools
Illinois Club Owners Association
Illinois Deer Farmers Association
Illinois Harness Horsemen's Association
Illinois Telecommunications Access Corporation
J & J Ventures Gaming, LLC
Kentucky Municipal Power Agency
Knight Hawk Coal, LLC
Lucy's Place
Performance Services, Inc.
Qartek
Regional Transportation Authority (RTA)
Southern Glazer's Wine & Spirits
Sterling Bay (Fleet Portfolio Venture, LLC)
Thouvenot, Wade & Moerchen Engineering
University of Illinois
Village of Bolingbrook
Village of Lemont
Village of Merrionette Park
Village of Steger
Will County Governmental League

GCS Client Accomplishments – 2022 & 2023

Alternative Schools Network

- Secured \$1 million (33%) increase in state grant funding in FY 23
- Maintained the increased funding (\$4 million total) in FY 24

Ascendant Facility Partners

- Advanced legislation through the House to authorize a new debt instrument for school districts to finance performance contracts for energy savings projects (HB 2492)
- Successfully lobbied against legislation that would place limitations on performance contracting for energy savings projects (HB 2119)

City of Joliet/Joliet Area Historical Museum

- Secured state grants totaling \$7 million to stabilize the Old Joliet Prison (\$3.5 million in both FY 23 and FY 24)
- Secured grant funding of \$1 million for the acquisition of the Gemini Giant and Launching Pad site in Wilmington
- Negotiated a lease extension of the Old Joliet Prison property through 2023

City of Marion

- Secured funding of \$2.8 million for a 2-year pilot program to subsidize flights between Marion and Chicago (\$1.4 million in both FY 23 and FY 24)

Conservation Police Lodge

- Passed legislation to decrease the Tier 2 retirement age from 60 to 55 and allow retirees to purchase their service firearm (HB 1568)
- Passed legislation to provide pension parity with the Illinois State Police

Illinois Association of Regional Superintendents of Schools

- \$13.7 million increase to Regional Safe Schools grant, more than tripling this source of state funding for these programs
- \$12 million increase to Services grant, nearly tripling the offices' main source of state funding
- Passed legislation to receive additional state funding to offset the offices' administrative costs relating to the County School Facilities Tax (HB 4236)
- Passed "administrative changes" legislation to bring parity to IMRF sick-time conversion rules, establish salary parity among all regional superintendents, eliminate the prohibition on regional superintendents having another profession, and removing a publication requirement for certain funds (SB 1924)

Illinois Broadband & Cable Association

- Secured a \$100 million appropriation of federal dollars for Broadband Voucher Program

Illinois Club Owners Association

- Engaged in ongoing conversations regarding the state's Biometric Information Privacy Act to exempt non-digitized fingerprints

Illinois Telecommunications Access Corporation

- Broadened the number of providers who can certify access to the program by including hearing instrument dispensers
- Expanded program assessment to mobile phones and prepaid telecommunications plans

J&J Ventures

- Successfully lobbied against any tax increase or gaming expansion, in particular the proposed introduction of iGaming into the Illinois market and the expansion of the Illinois Lottery's online platform
- Successfully lobbied against efforts to establish Springfield City Council support for a casino in downtown Springfield
- Facilitated conversations with the Department of Agriculture to improve J&J's contract for video gaming at the State Fairs in Springfield and DuQuoin
- Averted a proposal from the Governor's office to re-structure gaming tax to parallel casinos
- Increased maximum bets, increased the number of machines per location, and implemented progressive betting

Kentucky Municipal Power Agency

- Delayed the forced de-carbonization of the Prairie State Generating Facility by 8 years

Knight Hawk Coal, LLC/Kentucky Municipal Power Agency

- Passed legislation to extend the current sales tax exemption on coal and aggregate mining equipment for 5 additional years; successfully fought against attempts to isolate and end the portion of the exemption relating to coal mining (SB 157)

Performance Services, Inc.

- Passed legislation to authorize Design-Build procurement for School Districts (SB 1570)
- Successfully lobbied against legislation that would place limitations on performance contracting for energy savings projects (HB 2119)

Southern Glazer's Wine & Spirits

- Successfully lobbied against any major liquor legislation, including efforts to establish "direct to consumer" shipments of spirits
- Worked with legislators and regulators to develop policies regarding appropriate placement of co-branded alcoholic beverages in retail locations
- Avoided a liquor tax increase as a new revenue stream to fund capital infrastructure projects
- Implemented the use of credit cards for the wholesale purchase of liquor

Sterling Bay

- Secured a \$2.5 million grant for Phase 1 costs of a new Metra station at Clybourn Ave.

University of Illinois

- \$28.1 million increase in operational funding for FY 22 (supplemental appropriation) and FY 23; successfully fought against a proposal to earmark the increase for specific purposes

- \$40 million increase (over prior year level) in operational funding for FY 24; successfully fought against a proposal to earmark the increase for specific purposes or change allocation methodology among the public universities
- Continued state commitment for a 4th year, plus added an additional \$4 million investment (above \$14 million already committed), for a federal-matching Carbon Capture project at CWLP in Springfield
- Passed legislation to reform procurement rules, most notably allowing the university to enter into certificates of participation (HB 2878)
- Passed legislation to reform procurement rules, most notably allowing the university to enter into 30-year leases, and establish a task force to work on future improvements to the procurement process (HB 2770)
- Passed legislation to eliminate outdated statutory requirements that resulted in audit findings (HB 5186) and update the Student-Athlete Endorsement Rights Act (HB 1175 & HB 722)
- Combated efforts to allow collegiate sports betting on Illinois teams to be made online or via a mobile application

Village of Bolingbrook

- \$1.1 million for road improvements and economic development purposes
- \$1.25 million for improvements to Town Center Pavilion

Village of Lemont

- Passed legislation to authorize an exchange of Illinois and Michigan Canal lands (HB 2825)

Village of Merrionette Park

- Secured grant funding of \$1.2 million to construct a new Village Hall addition and additional parking at the current Police Headquarters

JAMES A. RIEMER JR.

Partner

217.494.1905

jimriemer5@gmail.com

AREAS OF EXPERTISE

- Public Affairs and Marketing
- Political Consulting

RELATED EXPERIENCE

Deputy Director, Illinois Department of Natural Resources

November 1999 – March 2004

- Directed budget preparation for the Agency with annual budget of \$600 million
- Administered and supervised approximately 1,000 staff which included the Offices of Land Management, Capital Development, Administration, Mines and Minerals, and the Illinois Conservation Foundation
- Developed and implemented legislative proposals to better the agency and the natural resources of the state

Statewide Leasing Manager, Illinois Department of Children and Family Services

September 1998 – November 1999

- Managed the Department's statewide space needs program
- Supervised and coordinated the Department's ADA program to ensure compliance for staff and the public

Executive Assistant, Illinois State Comptroller

December 1995 – September 1998

- Key liaison with all executive and legislative branch contacts
- Assisted with drafting and implementation of legislation affecting Comptroller's Office
- Represented Comptroller before media, legislature, and administrative personnel

Campaign Manager, Loleta Didrickson For U.S. Senate

June 1997 – March 1998

- Directed and managed statewide campaign for U.S. Senate which involved spearheading candidates image making, crafting campaign theme and message, and managing key personnel
- Developed and implemented finance plan to aggressively raise funds necessary to compete in a statewide campaign

Marketing Director, United Analytical Services

July 1992 – November 1995

- Responsible for all business development and client relations

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- Member, St. John's Lutheran Church, Springfield, Illinois
- Co-Chair, Friend-in-Deed, Springfield, Illinois
- Board Member, Mini O'Bierne Crisis Nursery

EDUCATION

B.A., Environmental Biology, Eastern Illinois University, Charleston, Illinois

JOHN P. LOWDER

Partner

217.206.5078

jpcl1964@gmail.com

AREAS OF EXPERTISE

- Public policy research, analysis and communications
- State budget analysis and advocacy
- Legislative process navigation

RELATED EXPERIENCE

Illinois House of Representatives, Office of the Speaker
1995 – January 2013

- Director of Research & Appropriations Unit, 1999 – 2013
 - Managed and directed research and appropriations staff analysts
 - Assigned research duties and coordinated appropriations strategies
 - Explained legislation to leadership and General Assembly members
 - Negotiated budget on behalf of the House Democratic caucus
 - Assisted Speaker of the House and leaders in top-level negotiations on budget and substantive matters
 - Trained new employees
- Research & Appropriations Staff Analyst, 1995 – 1999
 - House Democratic Staff Analyst for the Agriculture and Conservation Committee, Constitutional Officers Committee, and State Government Oversight Committee
 - Coordinated appropriations analysis for all state agencies

Illinois State Bar Association
1993 – 1995

- Tracked the Illinois Bar Association's legislative agenda
- Monitored legislative committees and floor action
- Conferred with section councils to develop legal opinions and association positions
- Analyzed House and Senate bills for items directly affecting the association
- Coordinated a legislative reception

EDUCATION

B.A., Political Science and Legal Studies, Sangamon State University, Springfield, Illinois

JESSICA BASHAM

Basham Government Solutions, LLC

217.502.3371

jessica.basham@gmail.com

AREAS OF EXPERTISE

- Public policy research, analysis and communications
- State budget analysis and advocacy
- Legislative process navigation

RELATED EXPERIENCE

Illinois House of Representatives, Office of the Speaker

- Chief of Staff, June 2018 - August 2021
 - Directed and supervised 200 staff members; \$15 million annual budget
 - Directed and tracked legislative initiatives for House Democratic Caucus members
 - Directed and coordinated the daily House floor session activity
- Director of Research & Appropriations Unit, January 2013 – June 2018
 - Directed and supervised 20 staff members
 - Analyzed and communicated legislative proposals to members of House Leadership
 - Lead staff negotiator for budget initiatives for the House Democratic Caucus
- Research Analyst, Research & Appropriations Unit, January 2003 – December 2013
 - Lead researcher for projects and legislation involving issues of taxation, gaming, and economic development for the House Democratic Caucus
 - Drafted and analyzed legislation, researched bill history, and interacted with legislators, lobbyists, agency representatives, and constituents
 - Summarized, in a concise report, several state agency budget requests and initiatives for presentation to the legislative appropriation committee members
 - Spoke publicly on the state budgeting system at summits held throughout the state

EDUCATION

B.A., Business Administration, Robert Morris College, Springfield IL

- Graduated with Summa Cum Laude Honors, Cumulative GPA 4.0 out of 4.0
- Participated in numerous projects emphasizing teamwork and analytical research
- Concentrations in management and finance

NICK WILLIAMS

BNW Consulting, LLC
217.622.1902 cell
nick@bnwconsult.com

AREAS OF EXPERTISE

- Legislative engagement
- Governmental mediation
- Association management

RELATED EXPERIENCE

President, Illinois Coal Association

2019 – Present

- Tracked the legislative agenda
- Monitored legislative committees and floor action
- Conferred with membership to develop association positions on various issues
- Analyzed House and Senate bills for items directly affecting the association
- Coordinated legislative receptions
- Managed PAC contributions

Associate Director, Illinois Petroleum Council

2014 – 2019

- Represented over 600 members doing business in the oil and natural gas business
- Tracked all legislation that pertains to oil and natural gas
- Attended and testified at committee hearing
- Drafted legislative initiatives
- Presented weekly reports with bill status including tax credit and business development legislation

Director of Governmental Affairs, various Illinois State Agencies:

- Illinois Department of Commerce and Economic Opportunity, 2013-2014
- Illinois Capitol Development Board, 2012-2013
- Illinois Department of Agriculture, 2012
- Illinois Department of Transportation, 2007-2012
- Illinois Department of Natural Resources, 2005-2007
 - Tracked all legislation that pertains to each agency
 - Attended and testified at committee hearing
 - Maintained Governor's initiatives from drafting to passage

Aide to the Deputy Chief of Staff of Legislative Affairs, Illinois Office of the Governor

2007-2009

- Maintained organizational responsibility for Governor's agencies legislative proposals in introduction phase
- Assisted both House and Senate Governor liaisons on chamber floor

EDUCATION

B.A., Political Science, Southern Illinois University – Carbondale, August 2002

LYNN LOWDER COFFEY

217.622.9998 cell

advocatelowder@gmail.com

AREAS OF EXPERTISE

- Collaboration, advocacy, and communication
- Overseeing financial operations
- Legislative engagement
- Marketing and promoting

RELATED EXPERIENCE

Illinois Community and Residential Services Authority

November 1989 – December 2023

- Operation Specialist
- Administrative Assistant
- Intake Officer
- Operations Manager
- Legislative Liaison
- Personal Service Contractor
 - Managed day to day operations of state agency and 19-member board that promotes a network of resources for Illinois youth with social and emotional health conditions
 - Developed strategies to enhance staff performance and efficiency
 - Drafted and maintained all policies and procedures manuals
 - Served as agency Ethics Officer and Equal Employment Opportunity Officer
 - Collaborated with state and local agencies and the Illinois General Assembly
 - Researched, drafted and tracked legislation
 - Oversaw all financial operations and projections
 - Negotiated agency's appropriation with the Illinois State Board of Education, Governor's Office, and Illinois General Assembly

EDUCATION

Associate Degree, Applied Science, Lincoln Land Community College, Springfield IL

JILL CASS

Administrative Assistant
217.528.9120 office
217.725.6248 cell
justjill@att.net

RELATED EXPERIENCE

Administrative Assistant, Illinois Municipal League Risk Management Association (IMLRMA)
The IMLRMA is an association that offers a cost-effective insurance protection pool to Illinois municipalities. Membership totaled 730 municipalities.

September 2003 – April 2005

- Assisted in all aspects of A/R with over \$40,000,000 in member contributions annually
- Maintenance of website content, calendar and forms
- Developed and maintained databases of members, contributions, claims, investment coupons and maturity dates, and escrow balances
- Assisted in the planning of Annual Conference attended by over 3,000 municipal representatives

Assistant to Grant Coordinator – Illinois Department of Agriculture

State-funded competitive grant program to carry out research, education, and on-farm demonstration projects that address one or more of the following purposes as listed in the Sustainable Agriculture Act.
November 1998- November 2001

- Prepared annual grant agreements, voucher preparation and finance tracking
- Database maintenance of all grants submitted annually
- Collected, compiled, and edited research information from all grant projects into annual reports
- summarizing research findings
- Coordinated a three-state effort for the annual Farm Progress Show on sustainable agriculture practices

Administrative Coordinator – Sangamon County Soil and Water Conservation District
February 1996 – November 1998

- Assisted in administration soil and water conservation activities in Sangamon County

Parts and Service Dispatcher – National Cash Register, Springfield
April 1986 – February 1990

- Responsible for stocking and disbursement of service parts
- Worked with customers to analyze problems
- Assigned calls to field engineers

Clerk Dispatcher - Glenview Police Department
September 1979 – September 1985

- Processed the department's warrants files an
- Compiled reports for the State of Illinois and Glenview officials

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RESOLUTION NO.

RESOLUTION APPROVING AGGREGATION AGREEMENT BETWEEN HOMEFIELD ENERGY AND CITY OF WOOD RIVER FOR ELECTRIC AGGREGATION

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 desires to contract with Illinois Power Marketing LLC d/b/a Homefield Energy, ("Homefield") for telephone services; and

WHEREAS, Homefield desires to contract with City to provide electrical aggregation services; and

WHEREAS, Homefield has proposed an agreement with City for electrical aggregation (See "Homefield Agreement" attached hereto as **Exhibit A**); and

WHEREAS, City has determined the Homefield Agreement contains terms and conditions that are fair and reasonable (See **Exhibit A**); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to approve the Homefield Agreement (See **Exhibit A**); and

WHEREAS, the Mayor is authorized and directed to execute any documents necessary to approve the Homefield 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 Homefield Agreement (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 6th day of May, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

Aggregation Program Agreement

This Aggregation Program Agreement is entered into as of this 30th day of April, 2024 ("Agreement"), by and between City of Wood River IL ("Aggregator"), an Illinois municipal corporation, and Illinois Power Marketing LLC d/b/a Homefield Energy ("Supplier"), an Illinois corporation with an office located at 1500 Eastport Plaza Drive, Collinsville, Illinois 62234. Supplier and Aggregator are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, Section 1-92 of the Act authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads; and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, Aggregator has received authorization through its referendum to proceed with an "opt-out" Aggregation Program pursuant to the Act; and

WHEREAS, Aggregator has issued a Request for Proposal on March 15, 2024; and

WHEREAS, Supplier is an ARES registered with and certified by the ICC; and

WHEREAS, Aggregator has selected Supplier as the supplier for the Aggregation Program; and

WHEREAS, Aggregator and Supplier desire to establish the rights and obligations of the Parties with respect to the Aggregation, including but not limited to determining a price and supplying the Aggregation and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement for all purposes.

ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. "Affiliate" shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Supplier.
- B. "Act" shall mean the Illinois Power Agency Act, 20 ILCS 3855/1-1 et seq.
- C. "Aggregation" or "Municipal Aggregation" shall mean the pooling of residential and small commercial retail electrical loads located within the Aggregator's jurisdiction for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. "Aggregation Consultant" or "Consultant" shall refer to Good Energy LP; the independent consultant with demonstrated expertise in electric supply contracting that has been retained by Aggregator to assist with the implementation of the Aggregation Program.
- E. "Aggregation Member" or "Member" shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program, and shall be consistent with the definition of "Eligible Retail Customer" as provided for herein.
- F. "Aggregation Program" or "Program" shall mean the program adopted by Aggregator pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. "Aggregator" shall mean Municipality, acting by and through its corporate authorities, and authorized Aggregator employees.
- H. "Aggregator Designee" shall mean the person (or persons) empowered by Aggregator through ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Aggregator's governing authority or body.
- I. "Alternative Retail Electric Supplier" or "ARES" shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- J. "Ameren Illinois" or "Ameren" or "Utility" shall mean the Ameren Illinois Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within its service area and within the Aggregator's jurisdiction.

- K. "Ancillary Services" shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generational control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).
- L. "Customer Information" shall mean information specific to individual Members, and/or Eligible Retail Customers, as applicable, including customer name, address, account number, and usage information.
- M. "Distribution Service Provider" or "DSP" shall mean the entity responsible for providing local distribution service to Members.
- N. "Eligible Retail Customer" shall mean a residential and small commercial retail customer of the Utility that is eligible for participation in the Aggregation Program pursuant to 220 ILCS 5/16-102, Section 1-92 of the Act, as well as applicable rules, regulations and utility service tariffs pertaining to retail electric supply, purchase of receivables, and consolidated billing.
- O. "Extended Term" is defined in Section 3.B of this Agreement.
- P. "Force Majeure Event" is defined in Section 6.D of this Agreement.
- Q. "ICC" shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- R. "IPA" shall mean the Illinois Power Agency as described in 220 ILCS 3855, Section 1-5.
- S. "Load" shall mean the total demand for electric energy required to serve the Aggregation Members.
- T. "MISO" shall mean Midcontinent Independent System Operator, Inc., a Regional Transmission Organization ("RTO") that coordinates the movement of wholesale electricity in all or parts of eleven states and the Province of Manitoba, including the Ameren Illinois service territory.
- U. "Opt-Out" shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- V. "PIPP" shall mean a Percentage of Income Payment Plan created by the Energy Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- W. "Plan of Operation and Governance" shall mean the Aggregation Plan of Operation and Governance adopted by Aggregator pursuant to the requirements set forth in Section 1-92 of the Act.
- X. "Point of Delivery" shall be the interconnection between the RTO transmission's DSP's distribution system to which Supplier shall deliver the electricity under the Aggregation Program for delivery by the Utility to the Aggregation Members.
- Y. "REC" shall mean Illinois Renewable Portfolio Standard eligible Renewable Energy Credits.
- Z. "Regulatory Event" is defined in Section 6.B of this Agreement.
- AA. "Retail Power" is defined in Section 5.D.
- BB. "Retail Power Price" is defined in Section 5.D.
- CC. "Services" is defined in Article 5 of this Agreement.
- DD. "Small Commercial Retail Customer" shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.
- EE. "Term" is defined in Section 3.A of this Agreement.
- FF. "Terms and Conditions" is defined in Section 5.B of this Agreement.

ARTICLE 3: TERM

- A. **Term of Agreement.** This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until the Utility's confirmation of Member enrollment with Supplier and shall continue through the billing cycle of the last month of the Term, as elected by Aggregator and set forth in Exhibit A.
- B. **Extension.** Aggregator and Supplier may extend the Term of this Agreement for additional periods of time by written mutual agreement approved and executed by each of them (each an "Extended Term"). Any such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Supplier issuance of a new opt-out notice for the Extended Term to all Aggregation Members. Nothing in this Article related to the Term, or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by Aggregator to Supplier shall continue beyond the Term or an approved Extended Term.
- C. **Notification.** In the event Aggregator decides either (a) the Aggregation Program will terminate upon expiration, or (b) that that it would like to renew the Aggregation Program with an ARES other than Supplier, then Aggregator must provide notice to Supplier at least 60 days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event such notification is not received by Supplier by the applicable date, the Parties will in good faith negotiate an extension for a price no later than sixty (60) days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event no extension is agreed upon by the Parties, the Parties will have no obligation to each other to extend the Aggregation Program.
- D. **Term of Enrollment.** Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation is terminated by Aggregator, their participation in the Aggregation Program is terminated by Supplier or the Utility, or until this Aggregation Program is terminated, whichever occurs first.
- E. **Interaction Between Termination Dates of this Agreement and Contracts with its Members.** Members initially enrolled in the Aggregation Program shall receive Electric Supply at the Retail Power Price set forth in this Agreement.

If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Electric Supply will terminate early and the Members will be switched to the Utility's Rate BGS-1 or BGS-2 default rate, where applicable, provided by the Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 200 ILCS 5/Art. IX. ("Tariff Service") in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of this Agreement, the Aggregation Program will terminate early and the Aggregation Member may choose another ARES or will be switched to Utility default service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging for their supply of energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Member has not selected another supplier, such Member will be switched to Utility default service.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. Aggregator Responsibilities.

- 55. **Program Responsibilities.** Aggregator shall perform those duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.
- 56. **Customer Information.** Aggregator Consultant or Aggregator Designee shall obtain the Customer Information from Aggregator or Utility directly, and provide the Customer Information to Supplier for use in the enrollment and opt-out process set forth in Article 5. Aggregator acknowledges that Supplier is not liable for the completeness or accuracy of the account information included on, or excluded from, the Customer Information data files provided for this purpose. Aggregator further acknowledges that Supplier is not liable for any incremental costs associated with performing additional services to correct errors or omissions resulting from Customer Information data provided by Aggregator or Ameren.
- 57. **Notices from Utility.** Aggregator shall promptly forward to Supplier any notices received by Aggregator from Ameren concerning the account(s) of Aggregation Member(s).
- 58. **No Aggregator Obligations to Provide Services.** The Parties acknowledge and agree that Aggregator is not responsible to provide, and this Agreement shall not be construed to create any responsibility for Aggregator to provide, the Services to any person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.
- 59. **No Aggregator Financial Responsibility.** The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of Aggregator to any other person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.
- 60. **Compliance with Applicable Law.** Aggregator shall comply with all applicable laws in providing the Service pursuant to this Agreement.

B. Supplier Obligations.

- 1. **Provision of Services.** Supplier shall provide all of the Services described in Article 5 of this Agreement throughout the Term.
- 2. **Compliance with Applicable Law.** Supplier shall comply with all applicable requirements of Illinois state law, including the Act, rules and regulations of the ICC, tariffs applicable to the Utility and MISO, and all other applicable federal and state laws, orders, rules and regulations, including the terms and conditions for providing the Services pursuant to this Agreement.

ARTICLE 5: SUPPLIER SERVICES

Supplier shall supply all of the following services in support of the Program (collectively, the "Services"):

A. Electricity Supply.

- 1. **Electricity Supply.**
 - kk. **Transmission.** Supplier will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, MISO charges, congestion charges, distribution and transmission losses, and capacity charges. Supplier does not have responsibility for any delivery of services supplied by the Utility or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Member in the event the Utility or RTO disconnects, suspends, curtails or reduces services to Member for any reason.
 - ll. **Billing.** To the extent allowed by law and the Ameren tariff, Supplier shall make all arrangements for Aggregation Members to receive a single monthly bill from Ameren during the Term. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by Ameren: monthly payments, late payments, delivery charges, monthly service fee, and applicable taxes.
 - mm. **Data.** Supplier shall maintain a confidential database recording historical account information for Member accounts that has been provided to Supplier by Ameren, Aggregator, and/or Consultant or Aggregator Designee. Supplier will provide to the Aggregator and/its Consultant the initial account list for all Eligible Retail Customers who have been enrolled in the program. Furthermore, Supplier will also provide a list of the Eligible Retail Customers who have initially opted-out of the program. Both lists will be transmitted together in a text-based, comma-delineated file (.csv). At a minimum, but not limited to, the files should contain: account number, account name, premise address Line 1, premise

- address Line 2, premise address Line 3, premise address City, premise address State, premise address Zip Code.
- nn. **Title.** Title to and risk of loss for the electricity sold and delivered to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;
 - 2. **Supply Mix.** Supplier shall be capable of providing the supply mix of traditional and renewable sources in Exhibit A, if applicable.
 - 3. **Delivery Specifications.**
 - a. **Quality and Measurement.** Supplier agrees that all electricity sold pursuant to this Agreement shall be delivered in accordance with applicable MISO and Ameren rules and tariffs and suitable for delivery to Members.
 - b. **Title.** Supplier warrants that it possesses or will possess good marketable title to all electricity sold pursuant to this Agreement, and that such electricity will be free from all liens and adverse claims when delivered to the Point of Delivery.
 - c. **Delivery.** Supplier shall deliver all electricity sold pursuant to this Agreement at the Point of Delivery to be delivered to the Aggregation Members.
- B. Program Implementation.**
- 1. **Member Service.** Supplier shall maintain certain minimum levels of customer service including:
 - a. **Program Management and Documentation.** Supplier program management and documentation shall be in accordance with this Agreement and Supplier's response to Aggregator's Request for Proposals.
 - b. **Confidentiality.** Supplier and Aggregator shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
 - c. **Customer Service.** Supplier shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to Ameren, billing questions should be directed to Ameren or Supplier, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Supplier shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative within two business days.
 - ii. **Internet and Electronic Mail.** Supplier shall establish and maintain a web page providing information to the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing contact information for questions.
 - iii. **Multi-Lingual Services.** Supplier shall provide reasonable customer service for Members requiring verbal and/or written assistance in Spanish.
 - iv. **Hearing Impaired.** Supplier shall provide reasonable customer service for hearing impaired Members.
 - 11. **Enrollments.** Supplier shall perform the following Aggregation account enrollment tasks:
 - a. **Opt-Out Period.** Supplier shall conduct an Initial Opt-Out Period, which shall be a twenty-one (21) calendar day period, from the date of postmark, during which eligible residents and small commercial retail customers may opt-out of the Aggregation Program prior to enrollment. After the initial Opt-Out Process is completed, the Aggregator and Supplier may establish protocols and procedures to hold additional Opt-Out Periods for Eligible Retail Customers that were not mailed Opt-Out notices in earlier Opt-Out Periods within the term of the ongoing aggregation. Any new Eligible Retail Customers shall be able to enroll in the Aggregation Program under the same terms, conditions, and pricing as accounts that were initially enrolled during prior Opt-Out Periods. However, newly enrolled Eligible Retail Customers will only have the ability to participate in the Aggregation Program for the time remaining in the term of this Agreement. Costs (for example for printing and mailing) associated with subsequent Opt-Out Periods will be paid in the same manner as for the initial Opt-Out Period.
 - b. **Opt-Out Notifications.** Supplier shall manage the Opt-Out Period Notification process in cooperation with Aggregator and the Consultant or Aggregator Designee.
 - c. **New Accounts.** Supplier shall facilitate the addition of new customer accounts to the Aggregation Program during the Term of this Agreement. Members wishing to opt-in to the Aggregation Program may contact Supplier to obtain enrollment information. Supplier will make every effort to provide new customers with the same pricing available to initial enrollees; however, such pricing cannot be guaranteed. Supplier shall clearly state the rate to be charged for new accounts prior to enrollment.
 - d. **Moving Within the Aggregator's Jurisdiction.** Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Aggregator's jurisdiction prior to the expiration of the Term of this Agreement, providing that the Member notifies Supplier of its desire to do so with 30 days' notice.
 - e. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of Ameren and the individual Member. Members will be required to comply with the payment terms of Ameren.

- Aggregator is not responsible for late payment or non-payment of any Member account. Neither Aggregator nor Supplier shall have a separate credit or deposit policy concerning Member accounts.
- f. **Reliability of Power Supply.** The Parties acknowledge that the Aggregation Program only affects pricing for the electricity sold pursuant to this Agreement up to the Point of Delivery and further acknowledge Ameren will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ameren. If Members have service reliability problems, they should contact Ameren for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, Ameren is required to be the "Provider of Last Resort," meaning that should Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Ameren will immediately provide any supplemental electricity to the Members as may be required. Ameren would then bill Supplier for the power provided on Supplier's behalf, and the Members would incur no additional cost therefor over and above that which the Member would have paid had Supplier delivered the power.
- g. **Fees Imposition.** Neither Aggregator nor Supplier shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed.
- i. **Civic Fee.** Should Aggregator elect to collect a civic fee, it is to be paid \$0.001 for each kWh delivered, invoiced and paid for by participating customers during the Term. "Participating Customers" means those residential and small commercial accounts that are actually participating in the Program. The Parties agree that Supplier will remit Civic Fee to the Aggregator, pursuant to Exhibit A of this Agreement.
- ii. **Good Energy Fee.** Aggregator has agreed that Consultant is to be paid \$0.00125 for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Fee"). "Participating Customers" means those residential and small commercial accounts that are actually participating in the Program. The Parties agree that Supplier will remit Good Energy Fee to Consultant, for Aggregator, pursuant to the terms of this Agreement.
- h. **Enrollment and Disenrollment Charges.** Supplier shall not assess any enrollment, switching, or relocation fees on Aggregation Members. Customers may terminate services from Supplier without penalty if they relocate outside of the Aggregator's governmental boundary. Members who did not opt-out of the Aggregation Program during the opt-out period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee of \$0.00.
- i. **Enrollment in Supplier Programs.** Supplier agrees not to solicit or contract with Aggregation Program Members outside the Aggregation Program and agrees not to use Aggregation Program Member data and information for any other marketing purposes without written consent from the Aggregator. Nothing herein shall prevent Supplier from soliciting and entering into agreements with retail customers for the supply and delivery of electricity who have not enrolled in the Aggregation Program or who have opted-out. Aggregator recognizes Supplier may have affinity programs or other opportunities to sell and deliver to retail customers located in Aggregator's jurisdiction, and this Agreement does not bar such actions by Supplier.
- C. **Cooperation at the Conclusion of the Aggregation.** Aggregator shall request and Supplier may provide, if legally permissible, from the Utility, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the Utility's records that may be needed to continue the Program with another ARES. Supplier has no obligation to request such information on behalf of Aggregator or another Alternate Retail Electric Supplier.
- D. **Retail Power Price.** The Retail Power Price is set forth in Exhibit A. The Retail Power Price is based on Aggregation Members' historical or projected load data which is considered representative of the combined electricity requirements ("Retail Power") for the proposed Term. The Retail Power Price applies to all Retail Power covered under this Agreement. Retail Power Price also includes charges for distribution energy losses, capacity, MISO transmission charges, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power as of the date of this Agreement. Notwithstanding the foregoing, Aggregator reserves the right to select a Retail Power Price option as set forth in Exhibit A and Supplier reserves the right to adjust the Retail Power Price to incorporate any cost changes (up or down) associated with tariff changes in the applicable Network Integrated Transmission Service ("NITS") over the Term following thirty (30) days' written notice to Aggregator. In event that Supplier imposes an adjustment to the Retail Power Price under this provision, Supplier shall provide the explanation for adjusting the Price, including the value for NITS used in the initial Retail Power Price, the adjusted value for NITS, and the calculations used to achieve the adjusted Retail Power Price. All calculations shall be expressed in \$/kWh. Any adjustment to the Retail Power Price under this provision is limited to changes in the applicable published NITS rate and shall not be imposed until such NITS rate increase becomes effective. In any event, no adjustment shall become effective until Supplier has provided written notice as set forth herein and the explanation of such adjustment to Aggregator, irrespective of when the change in the published NITS rate becomes effective. The Retail Power Price does not include any charges by the DSP, which are the responsibility of the Member, including but not limited to charges for services under the applicable delivery service tariffs and riders, such as delivery service charge, facilities charges, taxes (either billed for by the Utility or Member self-assessed), environmental, public purpose program, or switching charges as may be applicable from time to time.

ARTICLE 6: REMEDIES AND TERMINATION

- A. **Remedies.** In addition to every other right or remedy provided to a Party under this Agreement, if the other Party fails to comply with any of the provisions of this Agreement (for reason other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the defaulting Party), then the non-defaulting Party may give notice to the defaulting Party specifying that failure.
19. **Cure Period.** The defaulting Party will have 15 business days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 business days but the defaulting party promptly commences a cure and diligently pursues the cure to completion.
20. **Failure to Cure.** If the defaulting Party fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the defaulting Party fails to promptly commence a cure and diligently pursue the cure to completion, then the non-defaulting Party, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
- bb. Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the defaulting Party for those purposes.
 - cc. Institute a lawsuit against the defaulting Party for breach of this Agreement and seek remedies and damages as the court may award.
 - dd. Terminate this Agreement as provided in Section B below.
- B. **Circumstance Leading to Termination.** This Agreement may be terminated early in the following circumstances:
1. **Non-Compliance.** By the non-defaulting Party if the defaulting Party fails to comply with any material term or condition of this Agreement, provided the failure continues beyond the Cure Period and written Notice of such failure is provided to the defaulting Party. Material terms and conditions include but are not limited to:
- bb. A breach of the confidentiality provisions in Article 10 of this Agreement;
 - cc. Supplier's disqualification as an ARES due to a lapse or revocation of any license or certification required to perform the obligations set forth herein; or
 - dd. Any act or omission that constitutes a willful or wanton deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.
2. **Regulatory Event.** The following shall constitute a "Regulatory Event":
- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
 - b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determined to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
 - c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. Upon termination of this Agreement as a result of a Regulatory Event, the obligations of Supplier and each Aggregation Member set forth in the Terms and Conditions shall survive termination.
3. **Failure to Schedule and Deliver.** The failure of Supplier to schedule electricity supply to Ameren for the Aggregation Members, except as permitted under Force Majeure Events.
- C. **Termination Procedure.** Aggregator will give written notice to Supplier of Aggregator's intent to terminate this Agreement pursuant to the provisions of this Agreement ("Termination Notice"). The Termination Notice will set forth with specificity the nature of the noncompliance. Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for such objection, and to propose a remedy for the circumstances. If Aggregator has not received a response from Supplier, or if Aggregator does not agree with Supplier's response or any remedy proposed by Supplier, then Aggregator will conduct a hearing on the proposed termination. Aggregator will serve notice of that hearing on Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating Aggregator's intent to terminate this Agreement.
- 1. **Hearing.** At the hearing, Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, Aggregator will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
 - 2. **Reimbursement.** The decision of Aggregator must be in writing and delivered to Supplier by certified mail. If the rights and privileges granted to Supplier under this Agreement are terminated, then Supplier, within 14 calendar days after Aggregator's demand, must reimburse Aggregator for all costs and expenses incurred by

Aggregator, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by Aggregator.

- D. **Force Majeure Events.** Supplier shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Supplier's ability to anticipate or control.

ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

- A. **Indemnification.** Member assumes full responsibility for the electricity delivered to the Member, and Supplier has no liability for any claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind, including claims for personal injury, death, or damages to property, resulting or arising from the electric energy delivered to Member or its use by Member or any other person. Supplier agrees to indemnify and hold Aggregator harmless from any claims, causes of action, damages, judgments and financial obligations solely to the extent arising out of Supplier's gross negligence or willful misconduct.
- B. **Insurance.** Supplier shall provide certificates of its current insurance upon request.
- C. **Limitation of Liability.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.
- D. **Disclaimer.** SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL POWER TO AGGREGATION PROGRAM MEMBERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 8: MISCELLANEOUS

- A. **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this Agreement.
- B. **Amendment.** All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.
- C. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than Supplier's confidential information, will be and remain the sole properties of Aggregator. Supplier must promptly deliver all Data in Supplier's possession or control to Aggregator at Aggregator's request. Supplier is responsible for the care and protection of the Data in Supplier's possession or control until that delivery. Supplier may retain one copy of the Data for Supplier's records subject to Supplier's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Supplier shall provide Aggregator with an electronic copy of data specified in Section 5.A.1.c at no cost to Aggregator.
- D. **Assignment.** This Agreement shall not be transferred or assigned by either Party without prior written consent of the other Party, which shall not be unreasonably withheld, provided, however, that Supplier may 1) assign this Agreement to an Affiliate without the express authorization of Aggregator, or 2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Supplier, within any independent transmission system (e.g. MISO or PJM).
- E. **Notices.** Any notices, requests or demands regarding the Services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient, from the date of postmark; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party of such change.
- F. **Waivers.** The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that Aggregator may have under federal or state law unless such waiver is expressly stated herein.
- G. **Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in a Circuit Court of the State of Illinois, or if brought pursuant to the jurisdiction of the federal courts, the United States District Court of the Central District of Illinois.

- H. **Exhibits.** Exhibits attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- I. **Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of the Exhibits shall control.
- J. **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- K. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public for any purpose.
- L. **Validity of Agreement.** The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- M. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, Aggregator and Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- N. **Counterparts.** The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute but one and the same original document.
- O. **Subcontractors.** Supplier agrees to employ only those subcontractors that it determines are reasonably necessary. Subcontractors shall be held to the confidentiality standards applicable to Supplier pursuant to Article 10, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors shall not relieve Supplier from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.
- P. **Forward Contract.** The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

- A. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
 - 64. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - 65. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
 - 66. The individual signing this Agreement on behalf of such Party is authorized to execute this Agreement in the name of such Party.
 - 67. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - 68. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
 - 69. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements; and
 - 70. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH;
- B. **Additional Representation by Supplier.** Supplier hereby further represents to Aggregator that, as of the date of this Agreement, Supplier shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Supplier shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

- A. Supplier and Aggregator shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.
- B. Notwithstanding the foregoing, Supplier and Aggregator may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality with respect to that or any other information.
- C. Each Party shall give the other Party prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information or the confidential information of the other Party.
- D. To the extent legally permissible and practicable, Supplier shall provide Aggregator and Aggregator shall provide Supplier with sufficient advance notice as to give the other Party an opportunity, at the other Party's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.
- E. In response to an order, subpoena, or other legal process, Supplier and Aggregator shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Supplier's legal counsel. In addition,

Supplier and Aggregator shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential.

- F. Notwithstanding the foregoing, nothing herein shall prevent the use by Supplier or Aggregator of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Supplier or Aggregator from using information in the public domain now or in the future.
- G. Supplier acknowledges Aggregator's obligation to provide certain information subject to Freedom of Information Act requests, provided that such requests are within the bounds of the applicable law(s). Supplier expressly reserves the right to protect the confidentiality of all proprietary, confidential, or commercially sensitive information that is not subject to Freedom of Information Act requests or which is exempt therefrom.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above.

Supplier: Illinois Power Marketing LLC
d/b/a Homefield Energy

Signed: _____
Name: Linda L. Ponikwia
Title: Manager, Municipal Aggregations
Date: 4/30/2024

Aggregator: City of Wood River IL

Signed: Tom Stalcup
Tom Stalcup (Apr 30, 2024 14:41 CDT)
Name: Tom Stalcup
Title: Mayor
Date: 4/30/2024

| | |
|--|---|
| <p>NOTICES TO SUPPLIER</p> <p>Name: <u>Mark Fanning</u></p> <p>Title: <u>Senior Director</u></p> <p>Address: <u>1500 Eastport Plaza Dr.</u></p> <p>City, ST Zip: <u>Collinsville, IL 62234</u></p> <p>Phone: <u>(618) 343-7734</u></p> <p>E-Mail: <u>mark.fanning@vistracorp.com</u></p> <p>With a Copy to: Illinois Power Marketing LLC dba Homefield Energy 6555 Sierra Drive Irving, TX 75039 Attn: Retail Contract Administration</p> | <p>NOTICES TO AGGREGATOR</p> <p>Name: <u>Tom Stalcup</u></p> <p>Title: <u>Mayor</u></p> <p>Address: <u>111 North Wood River Ave.</u></p> <p>City, ST Zip: <u>Wood River, IL 62095</u></p> <p>Phone: <u>618-781-2787</u></p> <p>E-Mail: <u>tstalcup@cityofwoodriver.com</u></p> |
|--|---|

**Exhibit A to Master Agreement Between
City of Wood River IL and Illinois Power Marketing LLC d/b/a Homefield Energy**

TERM

The term of this Agreement shall be for thirty-six (36) months, beginning with December 2024 meter read dates ("MRDs") through December 2027 MRDs ("Term"). The initial Aggregation Program term shall be for six (6) months, beginning with the December 2024 MRD through June 2025 MRD ("Initial Program Term"). After the Initial Program Term, the Aggregator shall elect, in its sole discretion, the duration of any subsequent Aggregation Program term(s). No later than sixty (60) days prior to the expiration of the Initial Program Term or sixty (60) days prior to the expiration of any Subsequent Program Terms, the Aggregator shall notify Supplier of its election concerning the duration of the forthcoming Subsequent Program Term ("Aggregator Program Term Election"). If the Aggregator elects to proceed with a Subsequent Program Term, Supplier will offer pricing for requested term. The Aggregation Program Term will end at the end of the Initial Program Term if either Aggregator elects not to pursue a Subsequent Program Term or declines to sign Pricing Confirmation for Subsequent Program Term.

PRICING CONFIRMATION

For the Initial Program Term, Supplier shall provide Electricity Supply to Aggregation Members at the following rates found on the following pages that consist of the below components.

Base Price shall refer to the total price of energy and all other components except Capacity adder.

Capacity Adder, without markup, will be applied to Participating Customers' expected consumption annually (or prorated if term is less than 12 months) based upon the capacity clearing auction for the planning year June 1 through May 31, throughout the duration of this Agreement. The Capacity Adder for a given pricing period will reflect the seasonal capacity costs for the months included in that period.

Total Price shall consist of the Base Price and the Capacity Adder when it is known for each period.

Pricing Confirmations for Subsequent Program Terms will be developed as follows: The Parties may meet at any time to negotiate and discuss the components of the Pricing Confirmation for the upcoming Subsequent Program Term, but in any event, shall develop and mutually agree upon a Pricing Confirmation no later than sixty (60) days prior to the expiration of the then current Aggregation Program term, provided however that the Capacity Adder may not be known until closer to the start of the Subsequent Program Term. Additionally, no Subsequent Program Term governed by this Agreement can be extended beyond December 2027 unless mutually agreed upon in writing by both Parties.

**Exhibit A to Master Agreement Between
City of Wood River IL and Illinois Power Marketing LLC d/b/a Homefield Energy
(Traditional Energy)**

TERM

Beginning with **December 2024** meter read dates through **December 2027** meter read dates.

PRICING

Period 1: December 2024 meter read dates to June 2025 meter read dates

Base Price: \$0.08636 per kWh

Capacity Adder: \$0.00418 per kWh, based upon the auction clearing price for the Planning Year June 2024 to May 2025 to be published in or around April 2024. The capacity cost, without markup, will be applied to Participating Customers' expected Period 1 consumption.

***Total Price:** \$0.09054 per kWh, Base Price + Capacity Adder

Pricing Confirmation for Subsequent Periods

Period 2: June 2025 meter read dates to TBD meter read dates

Base Price: TBD per kWh

Capacity Adder: TBD per kWh, based upon the auction clearing price for the applicable Planning Year beginning in June and ending in May of the following year to be published in or around April preceding the start of the Planning Year. The capacity cost, without markup, will be applied to Participating Customers' expected consumption for that Period. The Capacity Adder for a given pricing period will reflect the seasonal capacity costs for the months included in that period.

***Total Price:** TBD per kWh, Base Price + Capacity Adder

* By way of an opt-out mailing, Supplier shall notify Community and Participating Customers of the Capacity Adder and resulting Total Price no later than twenty-one (21) days prior to the start of the new pricing period.

** The Retail Power Price includes currently known costs associated with NITS based upon the tariffed rates as of execution of this Agreement. With Aggregator's selection of this offer, Supplier reserves the right to pass through any cost increases associated with tariff changes in NITS over the Term following notice to Aggregator. For purposes of clarity, such increases shall not constitute a Regulatory Event as provided under Article 6, Section B of the Agreement.

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF WOOD RIVER AND OSF HEALTHCARE SYSTEM, OWNER AND OPERATOR OF SAINT ANTHONY’S HEALTH CENTER, FOR 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 media, digital, social, and onsite marketing associated with the City Recreation Center; and

WHEREAS, OSF Healthcare System, owner and operator of OSF Saint Anthony’s Health Center (“OSF”) desires to pay City for media, digital, social, and onsite marketing associated with the City Recreation Center; and

WHEREAS, OSF and City have reached an Agreement onsite marketing associated with the City Recreation Center (*See Exhibit A*; hereinafter “Proposal”); and

WHEREAS, the Proposal states, in pertinent part:

1. OSF will pay City for onsite marketing associated with the City Recreation Center as follows:
 - i. Year 1 (2024 – 2025) = \$10,000.00
 - ii. Year 2 (2025 – 2026) = \$10,000.00
 - iii. Year 3 (2026 – 2027) = \$10,000.00
 - iv. Year 4 (2027 – 2028) = \$10,000.00
 - v. Year 5 (2029 – 2030) = \$10,000.00
 - vi. Year 6 (2030-2031) = \$10,000.00
 - vii. Year 7 (2031-2032) = \$10,000.00
 - viii. Year 8 (2032-2033) = \$10,000.00
 - ix. Year 9 (2033-2034) = \$10,000.00
 - x. Year 10 (2034-2035) = \$10,000.00

(*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 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 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 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 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 6th day of May, 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 made and entered into by and between OSF Healthcare System, owner and operator of OSF Saint Anthony's Health Center ("SPONSOR") and City of Wood River, Illinois ("OWNER"), and effective as of the date City obtains the approvals necessary to give force and effect to this Agreement, and when signed by both Parties ("Effective Date"). 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 – CARDIO ROOM SPONSOR

1. SPONSOR will be sole sponsor of the cardio room inside the Wood River Recreation Center. SPONSOR will be able to brand the room with their logo and Cardio/Vascular Service Line.
 - 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 (also called Advertising Materials), 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 collaboration solely between SPONSOR and OWNER.

TERM AND INVESTMENT

The Term of this Agreement will be for ten (10) 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) = \$10,000.00
 - ii. Year 2 (2025 – 2026) = \$10,000.00
 - iii. Year 3 (2026 – 2027) = \$10,000.00

- iv. Year 4 (2027 – 2028) = \$10,000.00
- v. Year 5 (2029 – 2030) = \$10,000.00
- vi. Year 6 (2030 – 2031) = \$10,000.00
- vii. Year 7 (2031 – 2032) = \$10,000.00
- viii. Year 8 (2032 – 2033) = \$10,000.00
- ix. Year 9 (2033 – 2034) = \$10,000.00
- x. Year 10 (2034 – 2035) = \$10,000.00

2. Payments will be due on an annual basis and are due and payable at the beginning of each contract year unless a 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

iii. Payments to be due and payable annually on June 1st of each year of the Agreement.

3. OWNER shall provide SPONSOR with an invoice for each annual installment no later than forty-five days prior to the due date thereof. Failure of OWNER to provide an invoice shall not relieve SPONSOR'S obligation to make a timely annual payment under this Agreement. Annual payments will be deemed late and SPONSOR may be deemed in default if not received by OWNER within fifteen days of the due date thereof. After SPONSOR'S annual payment has been deemed more than fifteen days late, OWNER may charge up to 3% interest as a late charge on the payment due. If SPONSOR is deemed to be in default, OWNER may remove all signage referring to SPONSOR, and may seek all remedies available at law or in equity for breach of this Agreement. If OWNER is forced to retain and utilize legal counsel to enforce any terms or conditions of this Agreement, OWNER shall be entitled to recover all legal fees and court costs from SPONSOR.

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 terminate this Agreement by providing ninety (90) (a) days' advance written notice to OWNER if: (a) OWNER ceases to own or operate the Wood River Recreation Center; (b) OWNER misrepresents, misappropriates or misuses the name or Marks of SPONSOR; (c) SPONSOR ceases to own / operate / control in any way any hospital / facility / clinic affiliated in any way with the OSF Healthcare System and/or the OSF Saint Anthony's Health Center, or any related health care service entities, within a one hundred mile radius of City Hall in Wood River, IL during the term of this Agreement.

REPRESENTATIONS AND WARRANTIES

1. OWNER represents and warrants that: (a) OWNER has the right to grant to SPONSOR the affiliation 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 materials ("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 Parties each agree to maintain professional and general liability coverage
5. 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.
6. All notices in connection with this Agreement shall be in writing and delivered to the addresses listed below or any other address of which either Party shall notify the other Party in writing from time to time:

SPONSOR:

OSF Saint Anthony's Health Center
Attn: President
1 St. Anthony's Way
Alton, IL 62002

OWNER:

City of Wood River
Attn: City Manager
111 North Wood River Ave.
Wood River, IL 62095

7. 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.
8. **Indemnification.** OWNER shall indemnify and hold harmless SPONSOR, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from any claim brought against SPONSOR arising in any way from this Agreement. OWNER shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against SPONSOR, its agents, officers, officials, lawyers, or employees in any such action, OWNER shall, at its expense, satisfy and discharge the same. According to Illinois law, OWNER has statutory tort immunity.

SIGNING PARTIES

SPONSOR

OSF Healthcare System

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date



Internal Memorandum

To: Honorable Mayor and Members of the City Council
From: Karen Weber, Director of Finance
CC: Steve Palen, City Manager
Date: May 6, 2024

I am writing to present a proposal for enhancing our Recreation Center in alignment with the recent agreement with OSF. As part of this agreement, OSF has pledged \$10,000 annually for the next ten years, contingent upon the establishment of a cardio workout room at the Recreation Center.

To fulfill this requirement, an investment of approximately \$69,000 is needed to procure and install the necessary cardio equipment. However, the Recreation Center currently lacks the funds to cover this expense outright.

After careful consideration, I propose that the city utilize the CID fund to provide a 0% interfund loan of \$69,000 to cover the equipment costs. The \$10,000 annual donation from OSF would be designated for repaying the CID fund. It's important to note that any surplus funds generated beyond the equipment costs would remain with the Recreation Center, providing additional resources for its operations and future enhancements.

This approach not only ensures the timely establishment of the cardio workout room but also provides significant financial benefits. By avoiding interest expenses associated with external loans and utilizing internal funds, we can maintain the stability of the Recreation Center's budget and exercise greater control over our financial resources.

I believe that this proposal represents the most prudent and advantageous approach for fulfilling our obligations to OSF while maximizing the long-term benefits for our community. I urge you to consider this proposal favorably and support its implementation.

Thank you for your attention to this matter.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE
OF CARDIO EQUIPMENT FOR THE WOOD RIVER
RECREATION CENTER FROM ADVANCED EXERCISE, AND
WAIVING CUSTOMARY BIDDING PROCEDURES**

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 there is a need for cardio workout equipment for the Wood River Recreation Center; and

WHEREAS, City has determined Advanced Exercise ("Advanced") sells the appropriate equipment and offers competitive pricing for the design, construction and installation of recreation equipment such as the cardio equipment proposed; and

WHEREAS, Advanced has provided a proposed agreement (*See Exhibit A*; hereinafter "Advanced Agreement") for City's consideration; and

WHEREAS, the Advanced Agreement requires up to \$68,870.43 in spending authority to provide and install cardio equipment at the Wood River Recreation Center (*See Exhibit A*); and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to enter the Advanced Agreement (*See Exhibit A*); and

WHEREAS, City has determined this purchase is a sole source purchase because the Advanced Agreement allows City to purchase specialized labor, products, and materials from Advanced (*See Exhibit A*); and

WHEREAS, City has determined it to be appropriate to waive the customary bidding procedures and enter the Advanced Agreement as a sole source purchase; and

WHEREAS, City authorizes and directs the City Manager and/or Mayor to execute any documents necessary to waive customary bidding procedures and enter the Advanced Agreement (*See Exhibit A*).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and 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 Advanced Agreement (*See Exhibit A*) is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to enter the Advanced 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 Illinois law.

PASSED and APPROVED this 6th day of May, 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:



advanced exercise

advancedexercise.com | 801 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT



Lisa Miceli
lmiceli@advancedexercise.com
Phone:
Fax:

Date: August 22, 2023
Quote Expires: 60 day(s)
Proposal # 071913-R5

BILL TO
City of Wood River
633 N. Wood River Ave
Wood River, IL 62095






SHIP TO
City of Wood River

CARDIOEQUIPMENT

| Model | Brand | Description | Specifications | Unit Price | Qty | Total Ext |
|------------|--------|---|--|------------|-----|------------|
| SONE03 | SciFit | Step One Recumbent Stepper (Premium Seat)  | <ul style="list-style-type: none"> User defined stride length from 2" to 11.5" with Intelli-Stride feedback for safe progressions Arm-to-leg movement encourages ADLs like climbing stairs Low starting resistance (6 watts) with 20 levels, adjustable in .1 increments, providing 191 levels of resistance Direct wheelchair access along with step-through seating and grab bar allow for easy on and off Arm length adjustments and rotating hand grips provide user comfort and custom fit Full color touch screen with easy operation displays exercise readouts | 5,551.20 | 1 | \$5,551.20 |
| PRO230-INT | SciFit | Pro2 Total Body Exerciser (Premium Seat)  | <ul style="list-style-type: none"> Color: Cool Grey Total body movement For use seated or wheelchair Therapist assist pedals on seat base Adjustable swivel seat Adjustable crank and pedal arms Bi-directional resistance Low 6 watt starting resistance 1-20 levels in .1 increments provide 200 levels Iso-Strength resistance Wireless heart rate 450 lb user weight capacity 218 lb. unit weight 60" L x 30" W x 77" H | 5,343.20 | 1 | \$5,343.20 |





advanced exercise

| Model | Brand | Description | Specifications | Unit Price | Qty | Total Ext |
|---------------------|----------------|--|--|------------|-----|-------------|
| INT-SL-XF-13 | Life Fitness | Integrity+ Treadmill with SL Console  | <ul style="list-style-type: none"> • SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • 0.5-14 mph 0%-16% Incline • 4.0 H.P AC peak performance motor • DX3 deck and belt system with Flexdeck • 60" x 22" running surface • 82"L x 36"W x 56"H • 120V dedicated 20 amp NEMA 5-20R required | 7,139.30 | 4 | \$28,557.20 |
| INC-SL-XF-13 | Life Fitness | Integrity+ Upright Lifecycle Bike with SL Console  | <ul style="list-style-type: none"> • SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Resistance levels 0-25 • Generator drive system • Self-leveling Wide Ride pedals • Comfort Curve seat • 41.5" L x 24.5" W x 64.6" H • 120V 20A outlet | 3,639.30 | 1 | \$3,639.30 |
| INR-SL-XF-13 | Life Fitness | Integrity+ Recumbent Lifecycle Bike with SL Console  | <ul style="list-style-type: none"> • SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Resistance levels 0-25 • Generator drive system • Self-leveling Wide Ride pedals • Comfort Curve seat w/lumbar support • 67" L x 61.5" W x 54.5" H • 120V 20A outlet | 3,990.00 | 1 | \$3,990.00 |
| INX-SL-XF-13 | Life Fitness | Integrity+ Elliptical Cross-Trainer with SL Console  | <ul style="list-style-type: none"> • SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Resistance levels 0-25 • 20" ergonomic fixed stride • Generator drive system • Oversized 15" pedals • 86"L x 29" W x 64" H • 120V 20A outlet | 5,739.30 | 1 | \$5,739.30 |
| 8019092/80234 96 | Octane Fitness | XT4700 with Standard Console & Apple Gym Kit  | <ul style="list-style-type: none"> • Adjustable Path of Motion Elliptical • Multi Grip Movement Arms • Workout Programs & Booster Workouts • 30 Resistance Levels • 20" - 28" Adjustable Stride Length • LED Console • Stationary Grab Bars with Heart Rate • Dimensions: 33"W x 77" L • Machine Weight: 390lbs. | 6,149.25 | 1 | \$6,149.25 |



advanced exercise

| Model | Brand | Description | Specifications | Unit Price | Qty | Total Ext |
|-------------|--------------|--|--|------------|-----|------------|
| IC-IC6B1-01 | ICG | IC6 Studio Bike  | <ul style="list-style-type: none"> • Steel Frame with Full Frame Shrouds • Poly V Belt Drivetrain • Self Powered Generator LIPO Battery Powered Color by Coach Console • Bluetooth & ANT+ • ICG Training App • Waltrate TFT Computer 2.0 • Molded Stretch Plate • 1:10 Gear Ratio • 1-100 Levels of Resistance • Magnetic Lever Braking System • Aluminum Rear Flywheel • Dual Slided SPD & Toe Cage Pedals • Vertical & Horizontal Seat & Handlebar • Handlebar Assisted Adjustment • 330 lb. User Weight • 112 lb. Bike Weight • 52 in. L x 20.5 in. W x 47.2 in. H | 2,399.25 | 1 | \$2,399.25 |
| VI-BYOD | Life Fitness | Universal Tablet Tray and Handlebar Bracket for IC4, IC5, IC6 & IC7  | <ul style="list-style-type: none"> • Option for ICG4, ICG5, ICG6 & ICG7 Bikes • Holds Tablet or Book | 84.15 | 1 | \$84.15 |

Subtotal: \$61,452.85

Install: 3,571.43
Freight: 3,846.15

Taxes As Applicable
Total: \$68,870.43



advanced exercise

Terms & Conditions

Terms: All new customers are required to pay 50% down and balance due prior to install. Residential customers, personal trainers, and orders for resale, require 100% payment before the order can be placed. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless Advanced Exercise is notified in writing 60 days prior to the requested installation date with a change of the installation date. We accept checks, money orders, ACH and credit cards (under \$2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation. **Customer Initial** _____
- Customer has confirmed that the subfloor consists of no less than 4.0 inches of concrete. **Customer Initial** _____
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____

Name: _____

Date: _____ Customer Requested Install Date: _____

WOOD RIVER RECREATIONAL CENTER

Location of Project



Lisa Micseli Staudage

Fitness Design Consultant

lms1@lisaconsulting.com

314.761.8701

6/9/23

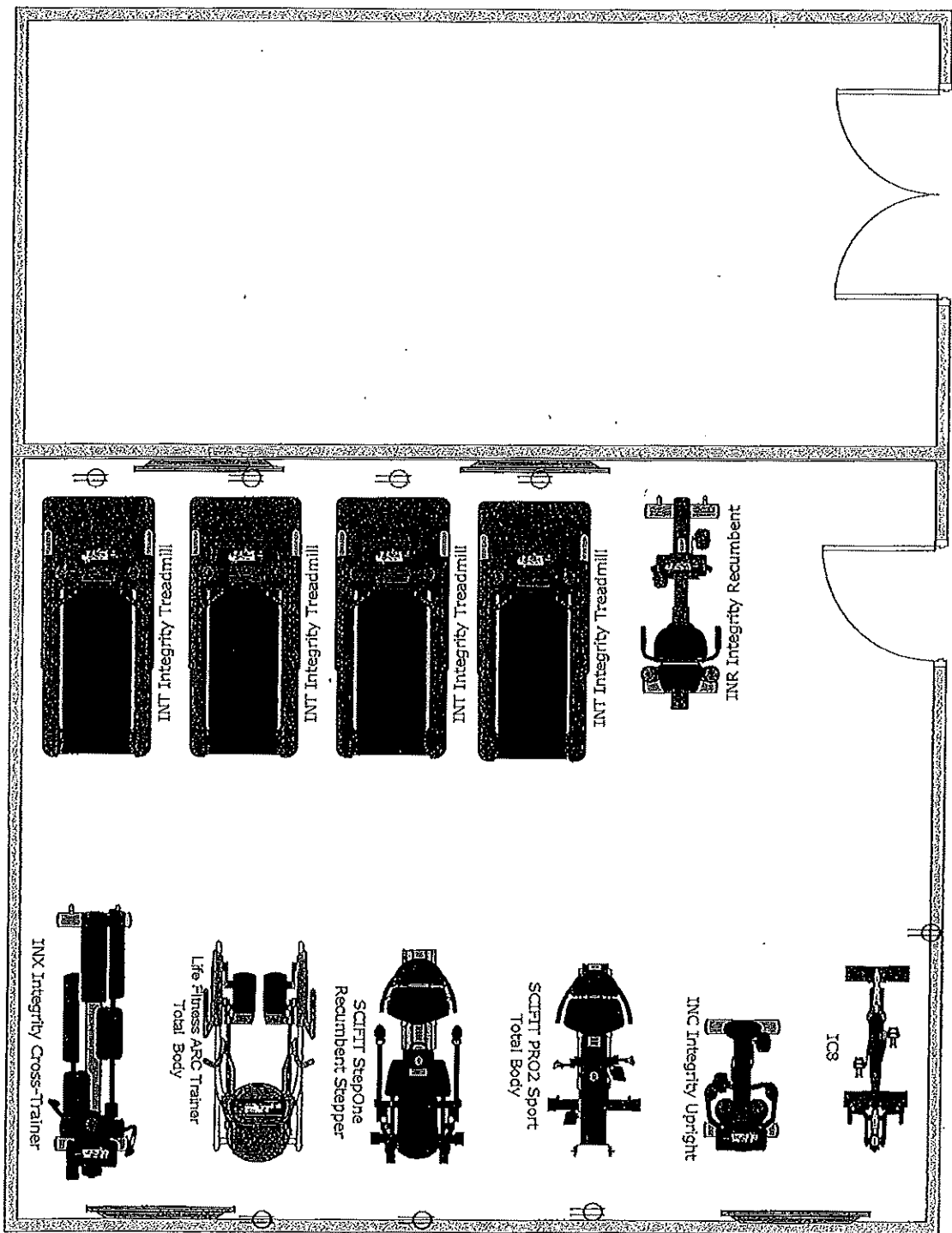
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| C2 | Info |
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| C4 | Info |
| C5 | Info |
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| C7 | Info |
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| S25 | Info |
| A1 | Info |
| A2 | Info |
| A3 | Info |
| A4 | Info |
| A5 | Info |
| A6 | Info |
| A7 | Info |
| A8 | Info |

CARDIO EQUIPMENT

STRENGTH EQUIPMENT

ACCESSORIES



SCALE: 1/4" = 1' 0"

*Measurements are approximate. Dimensions to be verified in field. This drawing is not to be used for construction.

Name of Project

