

ORDER OF BUSINESS

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

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

AGENDA

- 1) Roll Call: Tom Stalcup
David Ayres Bill Dettmers
Jeremy Plank Scott Tweedy
- 2) Approval of the minutes of the regular meeting of June 17, 2024, as printed.
- 3) Approval of the bills submitted for payment for the period June 13, 2024, to June 26, 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 July to:
Bobetta Strader 639 E. Acton
Rosewood Pet Hospital 1179 N. 9th Street
- 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 five-year agreement between the City of Wood River and Illinois FOP Labor Council representing the Police Department.
- 7) Approval of an ordinance amending the 2024-25 Fiscal Year Budget to include budget authorization for 2023-24 encumbrances, as submitted by the Finance Director.
- 8) Approval of an ordinance amending the 2023-24 Fiscal Year Budget by increasing the expense category of various budgets, as submitted by the Finance Director.
- 9) Approval of a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and State Farm Insurance Agent Mike Fahnestock for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.
- 10) Approval of a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and Shelter Insurance Agent Mark Smith for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.
- 11) Approval of a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and Wood River Donut and More for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.
- 12) Approval of a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and Franchise Sports Bar and Grill for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.
- 13) Approval of a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and Attic Treasures Resale Shop for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.

- 14) Approval of a request to seek bids for sealing of City owned parking lots, as submitted by the Director of Public Services.
- 15) Approval of a request to seek bids for concrete sidewalks at various locations throughout the City, as submitted by the Director of Public Services.
- 16) Approval of a request to seek bids for hydro excavating, as submitted by the Director of Public Services.
- 17) Approval of a Proclamation declaring July 12, 2024, as Behavioral Health Day as requested by Behavioral Health Alternatives, Inc. of Wood River.
- 18) Old Business
- 19) New Business
- 20) Adjournment

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

June 17, 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, June 17, 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.

APPROVAL OF MINUTES:

Councilman Tweedy moved to approve the minutes of the regular meeting of June 3, 2024, as printed, seconded by Councilman Ayres, and approved by the following vote:

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

APPROVAL OF BILLS:

Councilman Ayres moved to approve the bills submitted for payment for the period May 30, 2024, to June 12, 2024, as printed, seconded by Councilman Dettmers

Councilman Dettmers stated that he had discussed in a previous meeting that the Recreation Center has employees cleaning their facility. He noticed cleaning charges on the bills submitted for payment and asked when these contracts expire for the cleaning services at City Hall.

City Manager Steve Palen asked City Clerk Danielle Sneed when the contract expires.

City Clerk Danielle Sneed stated that it ends in September.

Councilman Dettmers inquired whether City Hall has considered having the same employees who clean the Recreation Center assume that duty.

City Manager Steve Palen stated that it has not been considered. The cleaning is a part of the three-year maintenance bid process along with electrical, plumbing, pest control, HVAC, and generator maintenance. There have been discussions about including vehicle and emergency vehicle maintenance in the three-year maintenance bid process.

Discussion ensued regarding the Recreation Center employees being able to take on the responsibility of cleaning other City facilities. Director of Parks and Recreation Pat Minogue stated that he would have to calculate the hours of the part-time employees to see how many hours they have worked so far. Director Minogue also stated that if the part-time employees work more than 1,000 hours, they would be eligible for IMRF, an additional expense not budgeted for that the City would have to consider. Councilman Dettmers stated that he was not suggesting that the hours of the current part-time employees should increase if other employees can fill in to clean the facilities. He then stated that he was trying to figure out ways to save money. City Manager Steve Palen stated

that every City facility was previously cleaned by a full-time janitor, but that position was abolished. Following that, it became the responsibility of each building to secure its own cleaning services.

Discussion ensued regarding the conversation Councilman Dettmers had with Finance Director Karen Weber about page eight of the bills, the Wood River Business Alliance payment, under Capital Improvements and Development. He stated that he believes that Capital Improvements and Development are enhancements to the rural properties that extend the life of the property or were improvements and not repairs to the property. He then stated that it does not seem like the appropriate place to have Wood River Business Alliance categorized under Capital Improvements and Development and that it should be categorized under the General Fund. City Manager Steve Palen replied that he would classify the Wood River Business Alliance payment under the Development portion of Capital Improvements and Development as opposed to the Capital Improvements portion.

Discussion ensued regarding the budget expenses from the economic development line under Capital Improvements and Development. Councilman Dettmers stated that the economic development fund has a budget of \$100,000.00. He then asked what else was expected to come out of that line. City Manager Steve Palen stated that the payment for Great Rivers and Routes and the payment for Wood River Business Alliance will both come out of that line. Councilman Dettmers stated that he would rather see capital projects come out of the Capital Improvements and Development Fund. He also stated that the City may want to consider moving the Economic Development Line to a different fund. Councilman Plank stated that the development portion of the fund opens it up a little more. It does not have to be a capital expenditure to come out of that fund. He believes that consistency is most important.

Councilman Dettmers questioned the bill submitted for payment to Gonzalez Companies LLC for \$3,760.50 for the 9th Street property acquisition. City Manager Steve Palen explained that the payment is for the survey work that was completed by Gonzalez Companies LLC for the property that was recently purchased by the City.

The bills were approved by the following vote:

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

NAYS: None (0)

APPROVAL OF THE FINANCIAL STATEMENT:

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

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

NAYS: None (0)

CITIZENS COMMENTS:

Joe Freeman thanked Mayor Stalcup and the City Council for the opportunity to express his concerns regarding an item on the agenda under old business about suggestions and guidelines for appointments to the City of Wood River Boards and Committees. Mr. Freeman currently serves as a volunteer at the request of the Council on the Traffic Commission. Mr. Freeman stated that it is his privilege to serve alongside the Chief of Police Brad Wells, City Manager Steve Palen, and seven other commission members concerning traffic issues in the City of Wood River. Over the years the Traffic Commission has developed into a dedicated group determined to address citizen input

regarding such issues. Mr. Freeman stated that he is concerned for all volunteers on all the committees, to hear of a proposal to limit participation on these committees. Mr. Freeman then stated that he could not understand how the loss of acquired knowledge and experience after years of volunteering could be of any benefit to the City. He would counsel that any attempt to limit participation by volunteers would be an affront to the Mayor who recruits these volunteers as well as a rejection of sorts to the volunteers. He then asked why the Councilmembers were against volunteerism by the citizens. Since there are no term limits for Councilmembers, there is no reason why the boards and committees should have term limits.

Adam Tassinari serves on the Fire and Police Commission and has served on the board for 10 years. Mr. Tassinari stated that he would like to discuss his disagreements with the opposed suggestions and guidelines for appointments to the City of Wood River Boards and Committees. He stated that putting a two-year term limit on committee members would negatively impact the City. There will be a loss of knowledge and experience gained over the many years. Mr. Tassinari stated that it has taken him 10 years to understand the rules and regulations of the Fire and Police Commission, which is why he brought the guideline handbook if the guidelines are not followed the commission members can be subject to lawsuits. Mr. Tassinari stated that there is not a long list of people who want to serve so putting a two-year time limit would not be good. For example, the probationary firefighter list and probationary police list last two years. When those expire should the commission expire too, and have a new commission come in and try to figure out how to establish a new list. There is a lot that goes into putting these lists together, the tests must be ordered, schedule dates, and set up the oral exams. Mr. Tassinari and the other commissioners have given up many Saturdays to get these tests done, but it is unlikely that there will be enough volunteers to give up their Saturdays. Mr. Tassinari stated that he hopes the Council votes against this change, if not then when his term is up, he will not be serving again after his three-year wait period. Mr. Tassinari stated that he has been approached a couple of times by a member of the Council about how he is doing a good job so he does not understand why the Council would want to fire him.

Pastor Dave Landry stated he is concerned about adopting new guidelines for appointments to the City of Wood River Boards and Committees. He stated the last time that the Council wanted to change the protocols for the City of Wood River Boards and Committees was concerning for Wood River citizens. Employers are struggling to find employees for paid positions so it could be difficult to find volunteers to give their time for free. The first pressing issue is fixing the parks and adding more equipment for children to play on. Not just Sixth Street Park and Belk Park but all the parks. The City of Wood River employees are doing a good job with what they have to work with, but the Council should consider finding a way to add more money to the fund so that the City can accommodate the parks. Not to say that the parks are bad, but they could be better. The second pressing issue is making sure that everyone is keeping their yards looking nice. Mr. Landry stated that he has complained about people not keeping their yards up to par. He understands that it is the homeowner's responsibility, but they clearly cannot get it done. He then stated that the City should find a way to get more money and workers to cut the grass for the homeowners. He thinks the City is doing a fine job working with what they have. He stated that he wants the City to find room in the budget to hire more employees. Mr. Landry stated that he would be willing to help part-time. He stated that these are two major issues that need to be addressed.

Kristen Burns stated she is against adopting suggestions and guidelines for appointments to the City of Wood River Boards and Committees. She added that as a member of the community, she finds it absurd to put term limits on volunteer opportunities. Many of the residents who serve on these boards and commissions are experienced and highly knowledgeable in the field in which they volunteer. Men like Bob Kasten, Adam Tassinari, John Smith, and Robert LaMarsh have the background knowledge and expertise needed on the boards and commissions. They have spent

countless hours and years volunteering for a community they love. The 36-month waiting period after term limits or resignations is absurd. This limits volunteer opportunities and the current rules state that if the member misses more than three meetings in 12 months the board member or commissioner member can be removed from the board or committee. Instead of penalizing dedicated volunteers, the City should enforce the current rules. She then asked who would enforce these new guidelines and tell volunteers like Mary Roberts that she could no longer serve because she had been a volunteer for too long. She stated that the last suggestion, due to conflict of interest, members shall not own or control any business that receives money from the City or provides goods or services to the City, including any entity, partner, officer, owner, or decision maker for the business. She stated that she finds it laughable that two Councilmembers are worried about having conflicts of interest when one Councilmember is a walking conflict of interest, with multiple lawsuits against the City. He is supposed to serve but receives personal gain by promoting his company on the live stream of the City Council meetings. Two Councilmembers complained that the City needs businessmen, not housewives. They limit business owners' ability to volunteer for the community they live in and own businesses in. With this suggestion owners like Missy Bell Yates cannot volunteer on a board or commission because the City pays to use her event space for Fire and Police Christmas parties. Chris and Amy Johnson cannot be on board or commission because they received TIF funds. The owners of Rachel and Company could not be on board or commissions because the City purchased gift cards from them for their employees. Two directors of two non-profits doing amazing work in the community cannot serve because the City supports those non-profits. Less than a year ago, Councilman Ayres and Councilman Dettmers did not want employees or spouses of employees to serve on boards and commissions, now directors and partners of any business or organization. During Ms. Burns' tenure as the marketing consultant for the City, she compiled the volunteer list for people wanting to be on boards and commissions. Nine people showed interest in being on a board or commission in those two and a half years, only four of those nine were placed on a board or commission. Residents are not breaking down the door to volunteer. At this point, people are leaving boards and commissions because the Wood River City Council has become the laughingstock of the area. People watch the Council meetings now just for a show. A thriving community includes volunteers, residents, business owners, and public officials working together to make a better place for all who live, work, and play in the community. The goal is to have a thriving community and limiting volunteers will not be good for the community.

Maggie Dillinger expressed her concerns regarding adopting suggestions and guidelines for appointments to the City of Wood River Boards and Committees and asked if it is legal. Ms. Dillinger stated that she thought the Mayor was supposed to appoint people to the boards and committees. She then asked who wrote these guidelines and suggestions, and she spoke with a Councilman who stated that he did not write them so she would like to know where they came from. Ms. Dillinger asked if there are enough people who want to serve on a committee right now. In February 2024, two Councilmembers voted no for Sonya Hagman and Ms. Dillinger to be appointed to the Library Board, and a Councilman told her they voted no because there were no guidelines in place. Since that meeting in February, the Councilman has voted yes to appoint 20 other people to boards and committees. Guideline number three states that no one shall serve more than two terms on any board or committee, it is not fair to people who volunteer their time to only be allowed to serve for two terms and then are done for three years. The Councilmembers do not have term limits so why should volunteers have term limits. Guideline number ten states that no controlling businessperson receiving money from a grant or loan or selling goods or services to the City should be allowed to serve on a board or committee. She asked the Council if they do not want business owners who live in the City to be on committees or if they do not want to give them City money that contributes to the City's tax funds and benefits the City. TIF money is granted by the City so if a business owner has been given TIF money to improve their building it also enhances the City. Ms. Dillinger stated that she believes this should be tabled and that there should be more

discussions about this subject.

Chuck Johansen stated that he wanted to talk about volunteerism. He is a volunteer, there were times when he got a call in the middle of the night to close fraternity houses down for illegal things that happened. Mr. Johansen added that he was on national committees and committees in St. Louis. Volunteerism is the heart of the Country and communities, but there is a limit. Some of the stuff that was stated by the citizens today are guidelines by the State of Illinois. If a committee member is in collusion with excessive wealth, they must either sign an economic development release from any money intended for their gain or face jail. Terms of three years are short, but the City has a great committee member of the police department, and he thinks that the committee member should move to the fire department because they need to use that talent and move it around. Mr. Johansen stated that his biggest concern about volunteerism is the City pulling people from the same pool and that is when people do not show up to the meetings. Those meetings should be run the same way City Council Meetings are run. They should post their attendance and what went on during the committee meeting. There was a City Council member who was on a committee and that member said, "Do not call me if it is about dogs". Mr. Johansen stated that committee members must attend those meetings because people will go there to voice their opinions about their dogs. He then stated that he does agree with some of the things the citizens have stated tonight but they need to understand there is another side to it. There needs to be an increase in the pool of people chosen to volunteer. He stated he has never once gotten a call asking him to volunteer. He stated that he is active on the Wood River Commission for the Levee District. When recycling the same people, the board becomes tunnel visioned. This City, including the Levee District, has had embezzlement of over \$150,000 each and that is an oversight of the committee and commissioners. He stated that volunteers are important. There used to be a party for volunteers at the end of the year at Belk Park, which is a violation of the taxpayer's money because they are using the taxpayer's money to fund the party. Mr. Johansen believes that this should be tabled and talked about with a committee to see what the committee members want.

Robert LaMarsh is a member of the Vaughn Hill Cemetery Commission. He thanked the City for its collaboration to improve the cemetery by temporarily increasing the budget so the cemetery could get the larger headstones that had fallen over resurrected to their normal position and purchase sections of fencing to frame the perimeter of the cemetery. The Vaughn Hill Cemetery Commission thanked the Council for recently funding a civil engineering survey, which officially identified the cemetery's boundaries. Lastly, Mr. LaMarsh acknowledged the City employees who on Thursday, June 13, 2024, actively cleared the over-growth vegetation from the newly revealed cemetery property. The Vaughn Hill Cemetery Commission is grateful for the support in working together to maintain this valuable part of Wood River's history.

CITY OFFICIAL COMMENTS:

Mayor Stalcup thanked the Parks and Recreation Department for the Bike Ramble and the Movie in the Park on Friday, June 14, 2024. It was very entertaining and there were about 90 riders. The "What's up Downtown" meeting is scheduled for Thursday, June 20, 2024, at 6:30 p.m. at the East Alton Wood River High School in the Career Room. On Sunday, July 14, 2024, the Ice Cream Social will take place from 3:00 p.m. to 6:00 p.m. at the Roundhouse. He thanked the Appearance Committee for adding flowers to the flower boxes in the Downtown area and he thanked the Parks and Recreation Department for watering the flowers.

President of Great Rivers and Routes Cory Jobe stated that City Manager Steve Palen asked him to attend the meeting to educate the council on the partnership and what is done on behalf of Wood River and the region represented. Great Rivers & Routes Tourism Bureau is the state-certified Destination Marketing and Management Organization representing a six-county area in Southwest

Illinois. The counties represented by Great Rivers & Routes Tourism Bureau are Madison, Greene, Jersey, Calhoun, Montgomery, and Macoupin Counties, and the City of East St. Louis in St. Clair County. In February 2025, the Great Rivers & Routes Tourism Bureau will celebrate their 40th anniversary as an organization. Great Rivers & Routes Tourism Bureau also are the managing partner of the Meeting of the Great Rivers National Scenic Byway. The 33-mile stretch of road between Hartford and Pere Marquette State Park includes the City of Wood River. In addition, the Bureau oversees the Last 100 Miles of Route 66 in Illinois from the City of Virden to the Chain of Rocks Bridge in Madison County and recently launched a new Sports Tourism Advisory Council made up of private land managers, park and recreation leaders, community leaders, and tournament rights holders. Visitor spending in the six-county region in 2022 was \$850 million. Creating more than \$38 million in local tax revenues and supporting more than 9,500 jobs. In Madison County alone visitor spending topped \$500 Million. The Bureau's focus is driving travel to and throughout the six-county region from beyond a 50-mile radius to enjoy the local communities, historic sites, outdoor recreation and nature-based products, attractions, for sporting events, craft beverage scenes, and dining options. Great Rivers & Routes Tourism Bureau has accomplished this via paid, earned, shared, and owned strategies. Working with community leaders and organizations to identify and fund new product development along the Great River Road and Route 66 to grow nonresident visitor spending. The Bureau is focused on attracting and developing a growing youth and amateur sports tourism industry. During the pandemic, the youth and amateur sports industry was the fastest-growing sector in tourism, and 2023 had a \$52.5 Billion economic impact, up 11.5% over 2022. This does not include professional or collegiate sports. Nonresident visitor spending is important for local governments and residents because that revenue is crucial for quality-of-life benefits in the community via street improvements, sidewalk repairs, park improvements, etc. Great Rivers & Routes Tourism Bureau is a 501C6 organization and is funded with support from the State of Illinois, and with local community investment partners including Alton, Collinsville, Edwardsville, Godfrey, Grafton, Granite City, Hardin, Jersey County, Litchfield, Hartford, and Wood River. The Great Rivers & Routes Tourism Bureau provides the following services as an investment community partner. Firstly, an experienced team of eight full-time employees working on the City's behalf. Mr. Jobe considers the Great Rivers & Routes Tourism Bureau extended to the staff at a much reduced rate than if the City had to hire eight full-time employees. The team has more than 75 years of experience in economic and community development, public relations, marketing, finance, grant writing, and sales experience. Great Rivers & Routes Tourism Bureau works closely with several data intelligence platforms to better understand the visitor profile from Google Analytics, Zartico, Arrivalist, STR, and Sojern. Then turn the data insights into destination impact with marketing and future development opportunities. The Great Rivers & Routes Tourism Bureau can visualize trends in movement, spending, events, and lodging performance where applicable and pinpoint opportunities to fine-tune demand and product development. For paid marketing the Great Rivers & Routes Tourism Bureau uses Facebook-targeted campaigns running including more than 600,000 impressions with more than 12,300 link clicks to the City of Wood River landing page at riversandroutesc.com The Website Landing Page is riversandroutesc.com and has jumped dramatically due to the new landing page and targeted ad plan. This shows the impact of being a community investment partner with a landing page and social media ads for communities. Great Rivers & Routes Tourism Bureau plans to further update the landing page over the coming months with additional SEO-friendly blog content, better images on listings, and more. In all the advertising campaigns, promoting regional destinations is more than \$600,000 each year. The Great Rivers & Routes Tourism Bureau invests their paid marketing dollars in digital, connected TV, video, pre-roll video, radio, and print. Great Rivers & Routes Tourism Bureau spends those funds in regional markets including St Louis, Chicago, Central Illinois, Quad Cities, Southern Indian, and Kentucky. They also produce printed materials like "Go Guide", maps, and brochures used at various locations throughout the six-county region. Last summer the Great Rivers & Routes Tourism Bureau hosted two influencers from St. Louis and Chicago with a combined following of more than 175,000

followers who visited Wood River to capture content. This summer the Great Rivers & Routes Tourism Bureau is launching a new 12-month content platform with Crowdriff Content Creators to shoot 200 plus videos and images with their investment community partners. The City of Wood River could be a part of this. To capture this content, the Great Rivers & Routes Tourism Bureau will be working with the City on up to five video shoot locations. This program alone cost the bureau \$45,000. KSDK NBC called the Wednesday Weekend Report, a new partnership that just launched this month for 12 months with the St Louis station. Each Wednesday the Great Rivers & Routes Tourism Bureau highlights three things to do on Show Me St Louis in the region and has 12 in-studio live or pre-taped segments. With the City of Wood River as an investment partner, they will receive at least one of those segments. This program alone costs the bureau \$35,000. The Great Rivers & Routes Tourism Bureau is working with KMOV and Fox on promotional opportunities. Great Rivers & Routes Tourism Bureau earned media continues to deliver strong results. From March 1, 2024, to June 17, 2024, the Bureau has had more than 450 placements with a paid media value of more than \$350,000. The Great Rivers & Routes Tourism Bureau does special grant projects. As a community investment partner, the Bureau is looking at ways to keep visitors staying longer in the area and spending more money with grant opportunities with the state and federal governments. One of those opportunities is the Kayak Kiosk Program which will launch later this fall. Ten units will be at seven different locations along the Mississippi and Illinois Rivers. The project's total cost to the bureau was \$400,000, of which the grant covered half. The bureau also attends four national tour operator sales shows, four national sports tourism rights holder shows, and four regional consumer shows promoting the region.

Councilman Plank asked what the data says about Wood River.

Mr. Jobe replied that he could present that and provide handouts.

Councilman Ayres asked what other major cities that are drawn from.

Mr. Jobe replied that the number one market is Central Illinois which includes Springfield, Decatur, Champaign-Urbana, and Peoria, number two would be Chicago, and number three would be St. Louis. This is a huge opportunity that would impact sales tax revenues. Product is key and more of it is needed.

Discussion ensued regarding regional tax revenue. Mayor Stalcup stated that by trying to tie it in with the Alton area and Edwardsville area with Wood River being between the two locations, it has been said that it is a hidden valley. Mr. Jobe stated that these numbers are validated with the U.S. Economic Development Office. Travelers like to spend money, especially since the pandemic people want to be outdoors.

City Manager Steve Palen stated that there is a Downtown Grant that he would like the City to apply for, it is up to \$2 million and is a 25% match. They are only giving 20 grants in the entire state so the highest the City could ask for would be \$1 million. After the Business Alliance, there is some potential that it could help with the match. The City has two choices, the first option is to take what is considered Downtown Wood River from Old St. Louis Road to Second Street and improve it with new lighting, improve pavements, parking lots, et cetera. The second choice is to expand Downtown Wood River from Old St. Louis Road to Fourth Street, include the businesses between Second Street and Fourth Street, put in decorative lighting, decorative sidewalks, and make the roads like the ones downtown to give it a Historic feel. City Manager Steve Palen wanted the Council's opinions on what should be done.

Mayor Stalcup clarified that the two options include improving the current Downtown Wood River

area or expanding Downtown Wood River up to Fourth Street by the Library.

Councilman Dettmers asked if they were talking about the TIF District.

City Manager Steve Palen replied that when talking about Downtown Wood River most people think Old St. Louis Road to Second Street and there are businesses past Second Street. So, to give it the Downtown feel by extending the decorative writing, the decorative sidewalks, the paving with the stamped crosswalks, and streetscape things.

Councilman Tweedy stated that he would like to see it expanded to the Library.

Councilman Dettmers asked where the TIF District ends.

City Manager Steve Palen stated it ends at Fourth Street.

Discussion ensued regarding plans for expanding Downtown Wood River. Councilman Tweedy stated that new streetlighting is needed. Councilman Dettmers inquired about past conversations regarding hanging banners for Heroes/Veterans on the streetlights Downtown. City Manager Steve Palen replied that Ameren would not allow banners on the decorative streetlights, but they could be put on wood posts. Councilman Plank asked if the City could take over ownership of the poles so banners could be posted on the poles. City Manager Steve Palen stated it could potentially happen, but the hope is Ameren would take ownership of the new poles. There are a lot of costs that come with owning the poles such as maintenance and upkeep, having extra poles in case the poles get damaged or knocked down, and changing all the lightbulbs. Granted the City could put banners on the poles if the City owned them but that comes with expenses. Councilman Ayres asked about refurbishing the businesses in the Downtown area on Second Street, in the Madison Avenue area. City Manager Steve Palen stated that they have talked about cutting down trees and opening the backs up to make them look like fronts and talked about putting a sign there.

Discussion ensued regarding getting a proposal from Sourcewell about putting a different chassis on the leaf truck. City Manager Steve Palen stated that the Freightliner chassis was in the bid, but they offered the international chassis which is a little bigger. The international chassis was preferred in the first place, but the company was unsure if it would be available. The company has guaranteed that the international chassis will be delivered sooner and \$1,300 cheaper.

Discussion ensued regarding donated property between the old chiropractor building at the corner of Second Street and Ferguson Avenue and the old Perica building located at 229 E. Ferguson. There have been conversations about possibly putting a dog park in that area. City Manager Steve Palen stated that with expanding Downtown there will be parking issues, so it is possible to have half of that property a parking lot and the other half a dog park.

Councilman Dettmers added that he got a call about a power outage on Tipon Street, and he asked if the Council was aware of that. Mayor Stalcup and City Manager Steve Palen stated that was the first they heard of it.

City Manager Steve Palen announced that the Sewer Separation Project has started on Wood River Avenue, and he would like to set up a ribbon cutting or groundbreaking ceremony within the next three to four weeks because it is a sizable project and a lot of things had to happen to make the project happen.

ORDINANCE NO. 24-15: ORDINANCE AMENDING THE CITY CODE 90-7, TITLE VII:

TRAFFIC CODE, CHAPTER 71: PARKING REGULATIONS, SECTION 71.26 MUNICIPAL PARKING LOTS, CHANGING PUBLIC SWIMMING POOL TO RECREATION CENTER:

Councilman Ayres moved to approve an ordinance amending the City Code 90-7, Title VII: Traffic Code, Chapter 71: Parking Regulations, Section 71.26 Municipal Parking Lots, changing Public Swimming Pool to Recreation Center, seconded by Councilman Tweedy, and approved by the following vote:

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

ORDINANCE NO. 24-16: ORDINANCE AMENDING THE CITY CODE 90-7, TITLE III: ADMINISTRATION, CHAPTER 31: CITY OFFICIALS, SECTION 31.099 DIRECTOR OF PARKS AND RECREATION, (B) REMOVING SWIMMING POOL:

Councilman Tweedy moved to approve an ordinance amending the City Code 90-7, Title III: Administration, Chapter 31: City Officials, Section 31.099 Director of Parks and Recreation, (B) removing swimming pool, seconded by Councilman Dettmers, and approved by the following vote:

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

ORDINANCE NO. 24-17: ORDINANCE AMENDING THE CITY CODE 90-7, TITLE III: ADMINISTRATION, CHAPTER 33: DEPARTMENTS, BOARDS, COMMISSIONS, AND AGENCIES, SECTION 33.163 DUTIES, (C) CHANGING MUNICIPAL SWIMMING POOL TO RECREATION CENTER:

Councilman Dettmers moved to approve an ordinance amending the City Code 90-7, Title III: Administration, Chapter 33: Departments, Boards, Commissions, and Agencies, Section 33.163 Duties, (C) changing municipal swimming pool to Recreation Center, seconded by Councilman Ayres, and approved by the following vote:

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

ORDINANCE NO. 2900: AN ORDINANCE VACATING A CUL DE SAC ON NATHAN WAY COURT LOCATED IN THE GRAND VIEW HILLS SUBDIVISION:

Councilman Plank moved to approve an ordinance vacating a cul de sac on Nathan Way Court located in Grand View Hills Subdivision, seconded by Councilman Tweedy

Councilman Dettmers asked if this was because of the change in the lot size or the number of lots.

City Manager Steve Palen explained that the final plat that was originally submitted had a cul de sac. After reevaluating the lots, it was decided not to include a cul de sac. The revised plat has a street instead of a cul de sac.

Discussion ensued regarding the easements and City Attorney Mike McGinley confirmed with the builder that the infrastructure has not been built yet. For safety purposes, he included language in the ordinance that the City reserves the right to keep the easement.

The ordinance was approved by the following vote:

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

ORDINANCE NO. 2901: AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF WOOD RIVER SURPLUS AND AUTHORIZING ITS SALE, TRADE IN, AND/OR DISPOSAL:

Councilman Ayres moved to approve an ordinance declaring personal property of the City of Wood River surplus and authorizing its sale, trade in, and/or disposal, as submitted by the Director of Public Services, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2065: A RESOLUTION WAIVING THE COMPETITIVE BIDDING REQUIREMENT AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ARMOR EQUIPMENT FOR THE PURCHASE OF A LEAF VACUUM TRUCK UNDER THE SOURCEWELL PURCHASING PROGRAM:

Councilman Ayres moved to approve a resolution waiving the competitive bidding requirement and approving and authorizing the execution of an agreement with Armor Equipment for the purchase of a leaf vacuum truck under the Sourcewell Purchasing Program, as submitted by the Director of Public Services, seconded by Councilman Plank

Councilman Dettmers stated that the City bought a vacuum two years ago. He then asked why the City is buying another one when the one we have can pick up the leaves. He then stated that he spoke with Director Velloff and Director Velloff confirmed that the vacuum truck that we have does not pick up the leaves, it has another purpose.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2066: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF WOOD RIVER AND MIDWEST MEMBERS CREDIT UNION FOR ONSITE MARKETING IN SUPPORT OF THE WOOD RIVER RECREATION CENTER:

Councilman Tweedy moved to approve a resolution authorizing the execution of a contract between the City of Wood River and Midwest Members Credit Union for onsite marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation, seconded by Councilman Plank

Mayor Stalcup thanked Midwest Members Credit Union for being an ongoing supporter of the Recreation Center and the Parks and Recreation Department.

The resolution was approved by the following vote:

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

NAYS: None (0)

EASEMENT NO. 161: TEMPORARY CONSTRUCTION EASEMENT FROM JACK IN THE BOX PROPERTIES, LLC, FROM WOOD RIVER AVENUE PHASE 1 AND PHASE 2 PROJECT:

Councilman Ayres moved to approve the acceptance of a Temporary Construction Easement from Jack in the Box Properties, LLC, for the Wood River Avenue Phase 1 and Phase 2 Project, as submitted by the Director of Public Services, seconded by Councilman Plank, and approved by the following vote:

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

EASEMENT NO. 162: PERMANENT CONSTRUCTION EASEMENT FROM JACK IN THE BOX PROPERTIES, LLC, FROM WOOD RIVER AVENUE PHASE 1 AND PHASE 2 PROJECT:

Councilman Tweedy moved to approve the acceptance of a Permanent Construction Easement from Jack in the Box Properties, LLC, for the Wood River Avenue Phase 1 and Phase 2 Project, as submitted by the Director of Public Services, seconded by Councilman Dettmers

Director Velloff explained that they will build a sidewalk at the intersection with ADA ramps and platforms as part of the project. There is not enough space so part of the sidewalk will be the permanent easement on the Jack in the Box property and the temporary easement gives the City working rights on their property.

The easement was approved by the following vote:

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

APPROVED: REQUEST TO SEEK BIDS FOR FILTER BEDS AT THE WATER TREATMENT PLANT:

Councilman Plank moved to approve a request to seek bids for filter beds at the water treatment plant, as submitted by the Director of Public Services, seconded by Councilman Dettmers, and approved by the following vote:

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

APPROVED: REQUEST FROM RESIDENTS OF THE 800 BLOCK OF RICE STREET TO CLOSE THE STREET BETWEEN 800 AND 850 RICE STREET ON THURSDAY, JULY 4, 2024, FROM 6:00 PM TO 11:00 PM TO HOLD THEIR ANNUAL BLOCK PARTY:

Councilman Ayres moved to approve a request from residents of the 800 block of Rice Street to close the street between 800 and 850 Rice Street on Thursday, July 4, 2024, from 6:00 p.m. to 11:00 p.m. to hold their annual block party, seconded by Councilman Tweedy, and approved by the following vote:

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

APPROVED: REQUEST FROM RESIDENTS OF THE 400 BLOCK OF FIFTH STREET TO CLOSE FIFTH STREET BETWEEN JENNINGS AVENUE AND BEACH AVENUE ON SATURDAY, JUNE 29, 2024, FROM 6:00 PM TO 10:00 PM TO HOLD THEIR ANNUAL BLOCK PARTY:

Councilman Dettmers moved to approve a request from residents of the 400 block of Fifth Street to close Fifth Street between Jennings Avenue and Beach Avenue on Saturday, June 29, 2024, from

6:00 p.m. to 10:00 p.m. to hold their annual block party, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS:

REMOVE OFF THE TABLE - THE APPROVAL OF A RESOLUTION ADOPTING SUGGESTIONS AND GUIDELINES FOR APPOINTMENT TO THE CITY OF WOOD RIVER BOARDS AND COMMITTEES:

Councilman Ayres moved to remove off the table the approval of a resolution adopting suggestions and guidelines for appointment to the City of Wood River Boards and Committees, seconded by Councilman Dettmers, and denied by the following vote:

AYES: Ayres, Dettmers (2)

NAYS: Plank, Tweedy, Stalcup (3)

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 8:06 p.m.

Mayor

City Clerk

DATE: 06/27/2024
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CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL				
GENERAL REVENUES				
3400	B & F TECHNICAL CODE SERVICES	118 HALLER - PLAN REVIEW	10-00-2-0241	750.00
		TOTAL GENERAL REVENUES		750.00
		TOTAL GENERAL		750.00
LEGISLATIVE				
LEGISLATIVE EXP				
1713	WAL-MART COMMUNITY	COFFEE, SODA, WATER	10-11-4-0599	110.38
3490	COMMUNITY SEED & FEED COMPANY	FLOWERS FOR PLANTERS	10-11-4-0756	163.79
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-11-4-0511	166.67
6301	ROYAL PRINTING	SPRING/SUMMER 2024 - PIPELINE	10-11-4-0744	2,048.75
		TOTAL LEGISLATIVE EXP		2,489.59
		TOTAL LEGISLATIVE		2,489.59
ADMINISTRATION				
ADMINISTRATION EXP				
1015	QUILL	COPY PAPER	10-12-4-0519	62.27
1015		INK - CITY CLERK	10-12-4-0514	201.22
1015		INK - CITY CLERK	10-12-4-0514	201.22
1240	SECRETARY OF STATE	LOST TITLE FEE	10-12-4-0792	80.00
2549	HUNT'S LICENSE SERVICE	LOST TITLE SERVICE FEE	10-12-4-0792	40.00
4709	WEX BANK	JUNE 2024 - GASOLINE	10-12-4-0521	64.91
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-12-4-0511	166.67
		TOTAL ADMINISTRATION EXP		816.29
		TOTAL ADMINISTRATION		816.29
FINANCE				
FINANCE EXP				
1015	QUILL	COPY PAPER	10-13-4-0519	62.27
1015		HANGING FILE FOLDERS	10-13-4-0519	70.90
1015		HANGING FILE FOLDERS	10-13-4-0519	70.90
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-13-4-0511	79.16
5477	KAREN WEBER	MILEAGE - IMTA CONFERENCE	10-13-4-0639	227.80
5477		LUNCH - IMTA CONFERENCE	10-13-4-0639	12.88
5477		SUMMER 2024 - ACCT 565	10-13-4-0679	1,578.39
6062	LINK COMPUTER CORPORATION	JULY 2024 - MUNI LINK	10-13-4-0792	1,915.72
6309	GREAT AMERICA FINANCIAL SVCS.	JULY 2024 - POSTAGE METER	10-13-4-0863	165.00
		TOTAL FINANCE EXP		4,183.02
		TOTAL FINANCE		4,183.02
ANIMAL CONTROL				
ANIMAL CONTROL EXP				
1002	PRO AUTOMOTIVE SERVICES	OIL CHANGE - ANIMAL CONTROL	10-14-4-0719	84.88
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-14-4-0511	25.00
		TOTAL ANIMAL CONTROL EXP		109.88
		TOTAL ANIMAL CONTROL		109.88
LEGAL				
LEGAL EXP				
279	BASSETT LAW OFFICE	MONTHLY RETAINER	10-15-4-0792	950.00
279		LEGAL SERVICES	10-15-4-0721	1,094.00
		TOTAL LEGAL EXP		2,044.00
		TOTAL LEGAL		2,044.00

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
BUILDING AND ZONING				
BUILDING AND ZONING EXP				
1002	PRO AUTOMOTIVE SERVICES	WATER PUMP, OIL CHANGE - B&Z	10-16-4-0719	3,859.30
1015	QUILL	COPY PAPER	10-16-4-0519	62.26
4709	WEX BANK	JUNE 2024 - GASOLINE	10-16-4-0521	633.26
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-16-4-0511	150.00
980	PF PETTIBONE & COMPANY	DECALS AND FORMS	10-16-4-0742	852.70
TOTAL BUILDING AND ZONING EXP				5,557.52
TOTAL BUILDING AND ZONING				5,557.52
STREET LIGHTING				
STREET LIGHTING EXP				
100	GRP WEGMAN COMPANY	SIGNAL REPAIR-WR AVE & E'VILLE	10-17-4-0759	334.08
TOTAL STREET LIGHTING EXP				334.08
TOTAL STREET LIGHTING				334.08
CITY HALL MAINTENANCE				
CITY HALL MAINTENANCE EXP				
348	CR SYSTEMS	PAPER PRODUCTS	10-19-4-0541	148.15
5905	BICKEL ELECTRIC	ICP 3 TON A/C UNIT	10-19-4-0916	6,598.00
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS-CITY HALL	10-19-4-0752	24.00
TOTAL CITY HALL MAINTENANCE EXP				6,770.15
TOTAL CITY HALL MAINTENANCE				6,770.15
STREET MAINTENANCE				
STREET MAINTENANCE				
1060	ROD'S SERVICE INCORPORATED	O2 & ACETYLENE TANK RENTAL	10-21-4-0544	24.73
2015	GATEWAY BOBCAT, LLC	BOBCAT FILTERS	10-21-4-0529	163.15
2159	CHARTER COMMUNICATIONS	6/7-7/6/2024 - S 14TH ST	10-21-4-0786	222.08
3603	LUBY EQUIPMENT SERVICES	REPLACE GLASS FOR CAB	10-21-4-0529	244.89
3984	AUTO ZONE	GASKETS, OIL PAN	10-21-4-0529	138.31
3984		TRACK HOE FUEL FILTER	10-21-4-0529	66.97
3984		OIL DRAIN PLUG, FUEL FILTER, CAP	10-21-4-0529	18.22
3984		MOTOR TREATMENT, BRAKE CLEANER	10-21-4-0529	62.21
4709	WEX BANK	JUNE 2024 - GASOLINE	10-21-4-0521	1,975.71
5420	D&D TIRE SERVICE LLC.	TRUCK TIRE	10-21-4-0529	332.50
5978	RUSH TRUCK CENTERS OF MISSOURI	GASKET	10-21-4-0529	31.95
5978		GASKET	10-21-4-0529	75.76
5978		AIR INTAKE	10-21-4-0529	197.67
5978		MELTED WIRE REPAIR	10-21-4-0719	900.00
5978		NH3 SENSOR	10-21-4-0719	198.00
5978		APRIL 2024 - CONSTELLATION	10-21-4-0783	493.92
5995	CONSTELLATION NEWENERGY - GAS			
TOTAL STREET MAINTENANCE				5,146.07
TOTAL STREET MAINTENANCE				5,146.07
PARKS AND RECREATION				
PARKS AND REC EXP				
1087	SCHWARTZKOPF PRINTING INC	PARK STAFF - T-SHIRTS	10-24-4-0594	257.25
1087		TRI-CITY YL - T-SHIRTS	10-24-4-0309	4,629.70
1713	WAL-MART COMMUNITY	CONCESSIONS - 6TH ST PARK	10-24-4-0304	13.84
1713		CONCESSIONS - 6TH ST PARK	10-24-4-0304	44.72
1713		CONCESSIONS - 6TH ST PARK	10-24-4-0304	13.96
1713		CONCESSIONS - 6TH ST PARK	10-24-4-0304	234.88
1713		CONCESSIONS	10-24-4-0304	69.80
1713		CONCESSIONS	10-24-4-0304	23.84
1713		CONCESSIONS	10-24-4-0304	495.95
1713		CONCESSIONS	10-24-4-0304	800.00
2732	TOM EBERLIN	UMP PAYROLL-6/10-6/24/2024	10-24-4-0308	205.00
333	BUDGET SIGNS TROPHIES & PLAQUE	SIGNS - REC CENTER	10-24-4-0316	69.21
3833	HSI EMERGENCY CARE SOLUTIONS	CPR/FIRST AID - PARK N REC	10-24-4-0792	

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND RECREATION				
PARKS AND REC EXP				
4255	REIS SERVICES INC.	CONCESSIONS - 6TH STREET PARK	10-24-4-0304	329.25
4255		CONCESSIONS - 6TH STREET PARK	10-24-4-0304	309.00
4393	A WALDBART & SONS NURSERY	MEMORIAL TREE - BELK PARK	10-24-4-0305	693.00
4709	WEX BANK	JUNE 2024 - GASOLINE	10-24-4-0521	391.45
4751	MARK A. ZIPPRICH	CONCESSIONS - 6TH STREET	10-24-4-0308	600.00
5236	PEPSI - COLA	UMP PAYROLL-6/10-6/24/2024	10-24-4-0304	565.56
5995	CONSTELLATION NEWENERGY - GAS	CONCESSIONS - 6TH STREET	10-24-4-0308	214.29
6120	GARY MCLAUGHLIN	APRIL 2024 - CONSTELLATION	10-24-4-0783	300.00
6121	WILLIAM R JONES	UMP PAYROLL-6/10-6/24/2024	10-24-4-0308	300.00
6193	JADA JOHNSON	UMP PAYROLL-6/10-6/24/2024	10-24-4-0308	200.00
6341	TANKS PEST CONTROL, LLC	UMP PAYROLL-6/10-6/24/2024	10-24-4-0308	18.00
6341		AIR FRESHENERS-6TH ST PARK	10-24-4-0752	12.00
890	CHARLES MORTON	AIR FRESHENERS-REC CENTER	10-24-4-0752	400.00
		UMP PAYROLL - 6/10-6/24/2024	10-24-4-0308	
		TOTAL PARKS AND REC EXP		11,190.70
		TOTAL PARKS AND RECREATION		11,190.70
PARK MAINTENANCE				
PARK MAINTENANCE EXP				
1087	SCHWARTZKOPF PRINTING INC	PARK MAINTENANCE - T-SHIRTS	10-25-4-0594	187.80
1104	SIEVERS EQUIPMENT COMPANY	TRACTOR KEY	10-25-4-0589	23.75
1713	WAL-MART COMMUNITY	JANITORIAL SUPPLIES	10-25-4-0541	105.09
1713		DOOR HARDWARE	10-25-4-0549	4.48
1713		BROOM	10-25-4-0589	15.47
1713		ROUNDUP	10-25-4-0561	43.92
1713		BATTERIES	10-25-4-0519	15.74
241	B & W HEATING & COOLING	REPAIR A/C UNITS - CLUBHOUSE	10-25-4-0792	359.00
3984	AUTO ZONE	OIL PLUG & FILTER	10-25-4-0529	11.38
4543	MTI DISTRIBUTING INC	GASKET - GOLF TRACTOR	10-25-4-0529	812.42
4543		GASKET	10-25-4-0529	146.60
4543		RETURN ITEM	10-25-4-0529	-53.00
4709	WEX BANK	JUNE 2024 - GASOLINE	10-25-4-0521	1,256.89
5589	ADVANCED TURF SOLUTIONS, INC.	WHITE FIELD PAINT - BALL FIELD	10-25-4-0569	910.00
5995	CONSTELLATION NEWENERGY - GAS	APRIL 2024 - CONSTELLATION	10-25-4-0783	163.59
		TOTAL PARK MAINTENANCE EXP		4,003.13
		TOTAL PARK MAINTENANCE		4,003.13
POLICE				
POLICE				
100	GRP WEGMAN COMPANY	TOILET REPAIR - POLICE DEPT	10-27-4-0792	456.72
1002	PRO AUTOMOTIVE SERVICES	WATER PUMP, BELT - #166	10-27-4-0719	4,256.49
1015	QUILL	COPY PAPER	10-27-4-0519	204.95
1015		COPY PAPER	10-27-4-0519	186.80
130	WILLIAMS OFFICE PRODUCTS	REPAIR RUBBER RING - SCANNER	10-27-4-0751	89.50
1713	WAL-MART COMMUNITY	2 GALLON SPRAYER	10-27-4-0549	14.97
1713		CLEANING SUPPLIES	10-27-4-0549	76.13
1713		PRISONER MEALS	10-27-4-0592	95.56
1713		USB FLASH DRIVES	10-27-4-0519	15.94
4709	WEX BANK	JUNE 2024 - GASOLINE	10-27-4-0521	2,775.49
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-27-4-0511	141.67
591	UNIFIRST FIRST AID + SAFETY	REPLENISH FIRST AID KIT	10-27-4-0552	289.47
5995	CONSTELLATION NEWENERGY - GAS	APRIL 2024 - CONSTELLATION	10-27-4-0783	0.97
		TOTAL POLICE		8,604.66
		TOTAL POLICE		8,604.66
FIRE				
FIRE EXP				
1002	PRO AUTOMOTIVE SERVICES	OIL CHANGE - #161	10-28-4-0719	72.76
1518	SENTINEL EMERGENCY SOLUTIONS	ROPE RESCUE THROW BAGS	10-28-4-0589	616.42
1713	WAL-MART COMMUNITY	PAINTERS TAPE	10-28-4-0549	33.96
299	BANNER FIRE EQUIPMENT	BRACKETS - 4217, HOSE TOWER	10-28-4-0515	497.94

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE				
	FIRE EXP			
4709	WEX BANK	JUNE 2024 - GASOLINE	10-28-4-0521	1,209.52
4741	CONSOLIDATED FLEET SERVICES	ANNUAL OSHA LADDER TESTING	10-28-4-0792	1,964.95
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-28-4-0511	25.00
6044	CASHION FIRE EQUIPMENT, LLC	AIR LEAK REPAIR - 4213	10-28-4-0719	168.75
6044		CHECK & CHARGE A/C - 4214	10-28-4-0719	484.60
6331	SYDNEY BLOCH	REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	12.25
6331		REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	20.00
6331		REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	9.69
6331		REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	709.00
6345	CHARTER COMMUNICATIONS	6/18-7/17/2024 - INTERNET	10-28-4-0786	20.00
6350	JARROD HORYN	REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	15.00
6350		REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	15.00
6350		REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	14.32
6350		REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	20.00
6351	ETHAN MICHAEL	REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	15.00
6351		REIMBURSE - TRAVEL EXPENSE	10-28-4-0639	15.00
		TOTAL FIRE EXP		5,909.16
		TOTAL FIRE		5,909.16
POLICE COMMUNICATIONS				
	POLICE COMMUNICATIONS EXP			
5995	CONSTELLATION NEWENERGY - GAS	APRIL 2024 - CONSTELLATION	10-40-4-0783	98.97
		TOTAL POLICE COMMUNICATIONS EXP		98.97
		TOTAL POLICE COMMUNICATIONS		98.97
		TOTAL GENERAL FUND		58,007.22
MOTOR FUEL TAX				
MFT				
	MFT EXP			
1099	SHEPPARD MORGAN & SCHWAAB	2024 MISC MAINT ENG-1/28-3/02	21-00-4-0725	2,841.25
3196	CURRY & ASSOCIATES	BID WORK-FILTER UNDERDRAIN PRO	21-00-4-0726	4,781.43
4264	CHRIST BROTHERS	BITUMINOUS PATCHING	21-00-4-0552	1,108.50
5026	STUTZ EXCAVATING, INC	EROSION CONTROL - FILL DIRT	21-00-4-0570	2,350.00
5291	WARNING LITES OF SOUTHERN IL	SIGN POSTS	21-00-4-0556	2,703.50
816	MAHONEY ASPHALT, LLC	BITUMINOUS PATCHING	21-00-4-0552	1,118.70
T0001360	JACK IN THE BOX PROPERTIES,LLC	PERMANENT EASEMENT	21-00-4-0703	1,000.00
T0001360		TEMPORARY EASEMENT	21-00-4-0703	750.00
		TOTAL MFT EXP		16,653.38
		TOTAL MFT		16,653.38
		TOTAL MOTOR FUEL TAX		16,653.38
INSURANCE				
INSURANCE				
	INSURANCE EXP			
119	WALTCO TOOLS, INC	SAFETY AWARDS	23-00-4-0842	600.00
1272	CORRAL LIQUORS	SAFETY AWARDS	23-00-4-0842	300.00
1713	WAL-MART COMMUNITY	SAFETY AWARDS	23-00-4-0842	450.00
1713		SAFETY AWARDS	23-00-4-0842	485.00
1713		SAFETY AWARDS	23-00-4-0842	370.00
5936	PUMP HOUSE BAR & GRILL	SAFETY AWARDS	23-00-4-0846	4,747.25
6058	IPBC	JULY 2024 - DENTAL INSURANCE	23-00-4-0840	54.45
6058		JULY 2024 - ADMIN EXPENSE	23-00-4-0840	
6058		JULY 2024 - HEALTH INSURANCE	23-00-4-0845	119,151.86
6058		JULY 2024 - LIFE INSURANCE	23-00-4-0844	511.76
6058		JULY 2024 - VISION INSURANCE	23-00-4-0850	472.15
		TOTAL INSURANCE EXP		127,142.47
		TOTAL INSURANCE		127,142.47
		TOTAL INSURANCE		127,142.47

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 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
LIBRARY				
LIBRARY				
LIBRARY EXPENSES				
5995	CONSTELLATION NEWENERGY - GAS	MARCH 2023 - CONSTELLATION	25-00-4-0783	5.17
5995		APRIL 2023 - CONSTELLATION	25-00-4-0783	0.56
5995		NOVEMBER 2023 - CONSTELLATION	25-00-4-0783	2.34
5995		DECEMBER 2023 - CONSTELLATION	25-00-4-0783	4.49
5995		JANUARY 2024 - CONSTELLATION	25-00-4-0783	9.31
5995		FEBRUARY 2024 - CONSTELLATION	25-00-4-0783	2.31
5995		APRIL 2024 - CONSTELLATION	25-00-4-0783	134.70
		TOTAL LIBRARY EXPENSES		158.88
		TOTAL LIBRARY		158.88
		TOTAL LIBRARY		158.88
WATER				
PUBLIC SERVICES ADMIN				
PUBLIC SERVICES ADMIN EXPENSES				
1713	WAL-MART COMMUNITY	PHONE CHARGER,REPORT COVERS	30-00-4-0599	44.93
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	30-00-4-0511	54.17
5632	WELLS FARGO VENDOR FIN SERV	COPIER LEASE	30-00-4-0751	97.71
		TOTAL PUBLIC SERVICES ADMIN EXPENSES		196.81
		TOTAL PUBLIC SERVICES ADMIN		196.81
WATER DISTRIBUTION				
WATER DISTRIBUTION EXPENSES				
1084	SCHULTE SUPPLY INCORPORATED	SADDLE	30-31-4-0531	448.24
1713	WAL-MART COMMUNITY	IBUPROFEN	30-31-4-0599	14.97
1713		WORK BOOTS - PART TIMERS	30-31-4-0594	39.98
4709	WEX BANK	JUNE 2024 - GASOLINE	30-31-4-0521	1,141.07
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	30-31-4-0511	100.00
5793	HEARST COMMUNICATIONS INC	HYDRANT FLUSHING ADS	30-31-4-0743	460.00
5995	CONSTELLATION NEWENERGY - GAS	APRIL 2024 - CONSTELLATION	30-31-4-0783	289.56
6301	ROYAL PRINTING	2022 WATER QUALITY REPORTS	30-31-4-0742	950.00
6301		2023 WATER QUALITY REPORTS	30-31-4-0742	950.00
		TOTAL WATER DISTRIBUTION EXPENSES		4,393.82
		TOTAL WATER DISTRIBUTION		4,393.82
WATER PLANT				
WATER PLANT EXPENSES				
100	GRP WEGMAN COMPANY	REPAIR - LAGOON CONTROLS	30-32-4-0719	1,071.21
100		REPLACE CLEARWELL TRANSDUCER	30-32-4-0719	556.80
4122	HYDRO KINETICS	CLARIFLOATER TRANSDUCER	30-32-4-0529	784.37
4216	MLDS	DELIVERY - PEBBLE QUICKLIME	30-32-4-0798	1,018.82
4709	WEX BANK	JUNE 2024 - GASOLINE	30-32-4-0521	111.02
5115	USA BLUEBOOK	LAB TESTING SUPPLIES	30-32-4-0551	553.53
5829	ALLRISE ELEVATOR CO., INC.	ELEVATOR SAFETY TEST-WWTP	30-32-4-0719	800.00
5995	CONSTELLATION NEWENERGY - GAS	APRIL 2024 - CONSTELLATION	30-32-4-0783	159.14
6316	PVS DX INC	CHLORINE TANK RENTAL	30-32-4-0555	200.00
873	MISSISSIPPI LIME COMPANY	PEBBLE QUICKLIME	30-32-4-0553	5,924.73
		TOTAL WATER PLANT EXPENSES		11,179.62
		TOTAL WATER PLANT		11,179.62
		TOTAL WATER		15,770.25
SEWER				
SEWER COLLECTIONS				
SEWER COLLECTIONS EXPENSES				
100	GRP WEGMAN COMPANY	6TH & ESTHER-PUMP ST REPAIR	40-41-4-0792	1,529.07

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
SEWER				
SEWER COLLECTIONS				
SEWER COLLECTIONS EXPENSES				
1713	WAL-MART COMMUNITY	WORK BOOTS - PART TIMERS	40-41-4-0594	54.98
1713		WORK BOOTS - PART TIMERS	40-41-4-0594	54.98
3984	AUTO ZONE	MOWER BATTERY, CLEANER	40-41-4-0529	63.42
4163	AMEREN ILLINOIS	5/7-6/6/2024 - 1917 E E'VILLE	40-41-4-0783	415.89
4709	WEX BANK	JUNE 2024 - GASOLINE	40-41-4-0521	963.35
5582	RUSH TRUCK CENTER, SPRINGFIELD	2024 TANDEM DUMP TRUCK	40-41-4-0929	58,198.50
5995	CONSTELLATION NEWENERGY - GAS	APRIL 2024 - CONSTELLATION	40-41-4-0783	828.83
905	N GENERAL AUTO ELECTRIC	TUBE & TIRE - HUSTLER MOWER	40-41-4-0529	72.65
TOTAL SEWER COLLECTIONS EXPENSES				62,181.67
TOTAL SEWER COLLECTIONS				62,181.67
SEWER PLANT				
SEWER PLANT EXPENSES				
1004	VEOLIA WATER NORTH AMERICA	JAN-MAR 2024 - RCRA PERMIT	40-42-4-0754	6,028.30
1004		JAN-MAR 2024 - TANKER LOAD	40-42-4-0754	1,825.95
1004		MAR 2024-FOODLINER PRE TREAT	40-42-4-0754	1,696.99
5995	CONSTELLATION NEWENERGY - GAS	APRIL 2024 - CONSTELLATION	40-42-4-0783	74.66
TOTAL SEWER PLANT EXPENSES				9,625.90
TOTAL SEWER PLANT				9,625.90
TOTAL SEWER				71,807.57
GOLF COURSE				
GOLF MAINTENANCE				
GOLF MAINT EXPENSES				
513	ERB TURF EQUIPMENT INC	JOHN DEERE 2020A PRO GATOR	50-51-4-0939	32,509.00
513		JOHN DEERE HD200 SPRAYER	50-51-4-0939	21,895.47
TOTAL GOLF MAINT EXPENSES				54,404.47
TOTAL GOLF MAINTENANCE				54,404.47
GOLF CLUBHOUSE				
CLUBHOUSE EXPENSES				
1713	WAL-MART COMMUNITY	BLEACH SPRAY, FLOOR CLEANER	50-52-4-0541	57.50
1713		TRASH LINERS, WINDOW CLEANER	50-52-4-0541	53.68
1713		KITCHEN MOP AND BUCKET	50-52-4-0541	44.98
1713		TRASH LINERS, DISH SOAP	50-52-4-0541	43.94
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	50-52-4-0511	8.33
5430	ACUSHNET CO	GOLF BALLS - RESALE	50-52-4-0579	252.90
5430		GOLF GLOVES - RESALE	50-52-4-0579	917.28
5430		GOLF BALLS - RESALE	50-52-4-0579	130.61
5713	MEDFORD OIL COMPANY	GASOLINE - GOLF CARTS	50-52-4-0521	922.90
5794	TNT GOLF CAR & MOTORSPORTS	PARTS - GOLF CARTS	50-52-4-0758	32.24
5915	KANE MECHANICAL GROUP, LLC	REPLACE TOILET IN CLUBHOUSE	50-52-4-0792	999.51
6204	CLEAN UNIFORM COMPANY	6/24/2024-RUG & TOWEL SERVICE	50-52-4-0752	187.70
TOTAL CLUBHOUSE EXPENSES				3,651.57
TOTAL GOLF CLUBHOUSE				3,651.57
GOLF CONCESSIONS				
CONCESSION EXPENSES				
1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	50-53-4-0574	917.00
1457		ALCOHOL - GOLF COURSE	50-53-4-0574	123.60
1713	WAL-MART COMMUNITY	CANNED SODA, CHIPS-TOURNAMENT	50-53-4-0571	130.32
1713		BUNS, CHEESE, LUNCH MEAT	50-53-4-0571	123.90
1713		CRACKERS, CHIPS, BUNS, WATER	50-53-4-0571	236.90
1713		CUPS, PAPER TOWELS	50-53-4-0572	112.36
1713		CHIPS, CRACKERS, NUTS, COOKIES	50-53-4-0571	213.44
1713		32 OZ CUPS	50-53-4-0572	32.46

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/01/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GOLF COURSE				
GOLF CONCESSIONS				
CONCESSION EXPENSES				
1713		ZIPLOC BAGS, STRAWS	50-53-4-0572	29.66
1713		CANDY AND GATORADE	50-53-4-0571	107.84
1713		LIDS	50-53-4-0572	179.94
1713		COFFEE, NUTS, CHIPS, DANISH, BUNS	50-53-4-0571	274.44
1713		CUPS, FOIL, PAM SPRAY	50-53-4-0572	96.20
2750	FOLSOM DISTRIBUTING	GATORADE & WATER	50-53-4-0571	520.45
3015	ROBERT D BROWN	CATERING - COCA TOURNAMENT	50-53-4-0714	1,320.00
5236	PEPSI - COLA	BAG IN BOX SODA, CO2 TANK RENT	50-53-4-0571	565.27
5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	50-53-4-0574	910.05
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	333.00
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	1,214.10
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	88.10
5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	50-53-4-0574	178.20
5496		ALCOHOL - GOLF COURSE	50-53-4-0574	690.70
5540	REIS SERVICES INC	HOT DOGS	50-53-4-0571	243.75
5540		HOT DOGS	50-53-4-0571	341.25
TOTAL CONCESSION EXPENSES				8,982.93
TOTAL GOLF CONCESSIONS				8,982.93
TOTAL GOLF COURSE				67,038.97
TIF # 3				
TIF # 3 EXPENSES				
3462	ILLINOIS TAX INCREMENT ASSOC	ITIA DUES - 6/1/2024-5/31/2025	81-00-4-0619	650.00
TOTAL TIF # 3 EXPENSES				650.00
TOTAL TIF # 3				650.00
TOTAL TIF # 3				650.00
CAP IMPROVEMENTS AND DEVELOP				
CAP IMPROVEMENTS AND DEVELOP				
CID EXPENSES				
4248	RIVERBEND BOUNCE	BOUNCE HOUSE @ BIKE RAMBLE	87-00-4-0574	645.00
6169	HEARTLANDS CONSERVANCY	WR GRANT TECH ASSISTANCE	87-00-4-0792	504.00
6349	TWIST & BOUNCE, LLC	BALOOON ARTIST-ICE CREAM SOCIAL	87-00-4-0574	530.00
TOTAL CID EXPENSES				1,679.00
TOTAL CAP IMPROVEMENTS AND DEVELOP				1,679.00
TOTAL CAP IMPROVEMENTS AND DEVELOP				1,679.00
RECREATION CENTER				
RECREATION FUND				
RECREATION CENTER EXPENSES				
1087	SCHWARTZKOPF PRINTING INC	T-SHIRTS - RESALE	90-00-4-0599	359.50
1713	WAL-MART COMMUNITY	DRY ERASE MARKERS	90-00-4-0519	9.25
1713		PAPER CLIPS	90-00-4-0519	6.62
1713		COFFEE, CREAMER, SUGAR	90-00-4-0304	16.44
5228	RICOH USA, INC.	5/20-6/19/2024-COLOR&B&W PRINT	90-00-4-0792	378.50
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	90-00-4-0511	83.33
5709	CONSTELLATION NEW ENERGY, INC	4/27-5/29/2024-670 N WR AVE	90-00-4-0783	4,069.38
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS-REC CENTER	90-00-4-0752	66.00
695	IMEL PEST CONTROL	PEST CONTROL - BAND STAND	90-00-4-0792	150.00
TOTAL RECREATION CENTER EXPENSES				5,139.02
TOTAL RECREATION FUND				5,139.02
TOTAL RECREATION CENTER				5,139.02
TOTAL ALL FUNDS				364,046.76

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CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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SUMMARY OF FUNDS:

GENERAL FUND	58,007.22
MOTOR FUEL TAX	16,653.38
INSURANCE	127,142.47
LIBRARY	158.88
WATER	15,770.25
SEWER	71,807.57
GOLF COURSE	67,038.97
TIF # 3	650.00
CAP IMPROVEMENTS AND DEVELOP	1,679.00
RECREATION CENTER	5,139.02
TOTAL --- ALL FUNDS	364,046.76

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIVE-YEAR AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND THE ILLINOIS FOP LABOR COUNCIL REPRESENTING THE POLICE DEPARTMENT (MAY 1, 2023, TO APRIL 30, 2028).

WHEREAS, the City Council of the City of Wood River is desirous of entering into a 5-year agreement between the City of Wood River and the Illinois FOP Labor Council representing the Police Department; and

WHEREAS, the City Council of the City of Wood River wishes to authorize the City Manager of the City of Wood River to sign said Agreement attached hereto as Exhibit A.

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

Section 1. The City Manager of the City of Wood River is hereby authorized to sign an agreement between the City of Wood River and the Illinois FOP Labor Council representing the Police Department for the period May 1, 2023, to April 30, 2028, attached hereto as Exhibit A.

Section 2. This ordinance shall be in full force and effect following its passage and approval in accordance with Law.

PASSED and APPROVED this 1st day of July, 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:

ILLINOIS FOP LABOR COUNCIL

and

CITY OF WOOD RIVER

**Patrolman, Sergeants, Telecommunicators,
Records Clerks, and PSAP Manager**

May 1, 2023 – April 30, 2028

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

AGREEMENT

BETWEEN

CITY OF WOOD RIVER, ILLINOIS

AND

ILLINOIS FOP LABOR COUNCIL

May 1, 2023 - April 30, 2028

(POLICE OFFICERS, TELECOMMUNICATORS, AND RECORDS CLERKS)

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AGREEMENT

This Agreement entered into as of the 1ST day of May, 2023, by and between the CITY OF WOOD RIVER, ILLINOIS, (hereinafter referred to as the "City" or "Employer") and the ILLINOIS FOP LABOR COUNCIL, (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

Section 1.1. Exclusive Representative

The City recognizes the Union as the sole and exclusive collective bargaining agency in respect to wages, hours, and other working conditions, for all Peace Officers with the ranks of Patrolman and Sergeant; all Telecommunicators, Records Clerks and PSAP Manager employed in the City of Wood River, Illinois excluding Investigative Sergeant and all other confidential, managerial and supervisory employees defined by the Act. Such excluded employees shall not be eligible for membership in the Union.

ARTICLE II - DUES DEDUCTION

Section 2.1. Dues Deduction

Upon receipt of a written and signed authorization form from an Officer, the Employer shall deduct the amount of the Union dues, set forth in such form and any authorized increase therein, from the wages of the Officer and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Union shall advise the City of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

Section 2.2. Membership List

The Employer shall forward to the Illinois Fraternal Order of Police Labor Council a monthly list of all members falling within the scope of Article I of this Agreement, to accompany the dues as provided for in Section 2.1 of this Article. This list shall include the names of each Officer that has paid the monthly dues as well as those Officers, if any, that have opted out of the Union.

Consistent with law, the Employer shall provide a list of all Officers, their seniority date, address and phone number to the Labor Council.

Section 2.3. Indemnification

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 2.4. Dues Deduction Form

The dues deduction form is attached as Appendix B.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1. Management Rights

The Union recognizes that, subject to the provisions of this Agreement, the management of the City business and the direction of the working force is vested exclusively with the City Manager and/or his designee, including but not limited to, the right to direct, plan and control operations, to establish and change working schedules (subject to impact bargaining), other than outlined in Article VIII, to assign work to employees, to hire, promote, demote, transfer, suspend, discipline and discharge employees for proper cause, to establish and post reasonable rules, to introduce or improve methods or facilities, and to determine the services to be rendered.

Nothing in this Agreement shall be deemed to limit or restrict the City in any way in the exercising of the customary functions of management described above, except that these management rights shall not be used for the purpose of discrimination against any employee because of Union activities, nor shall they be exercised in violation of any specific provision of the Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

ARTICLE IV - UNION SECURITY

Section 4.1. Unit Integrity

The employer recognizes the integrity of the bargaining unit and will not take any action directed at eroding it, subject to the provisions of this agreement; the employer will continue to assign bargaining unit work to bargaining unit employees. This does not preclude the Chief, Deputy Chief, or other non-union sworn officers from patrolling and law enforcement to meet management requirements. Such work should be in addition to current staffing levels.

ARTICLE V - NO STRIKE - NO LOCKOUT

Section 5.1. No Strike

The Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, slow-down, sit in, or stay-in, nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other Labor Organization including the Illinois FOP Labor Council. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices, or premises, an elected or appointed city official's or representative's residence, place of employment or business providing the labor dispute is between the City of Wood River and the Union or any other Union representing employees of Wood River.

Section 5.2. Discipline of Strikers

Any employee who violated the provisions of Section 5.1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration

Procedure regarding discipline imposed for a violation of Section 5.1 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in Section 5.1.

Section 5.3. No Lockout

The Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 5.1, agrees to not lockout any employees covered by this Agreement.

ARTICLE VI - SENIORITY

Section 6.1. Seniority Definition

Seniority shall be defined as the length of the employee's continuous service with the City of Wood River, Illinois, since his/her last date of hire within the department. An employee's "last date of hire" shall be the most recent date upon which he first commenced work.

Employees who commence work on the same date shall be placed on the seniority list in accordance to the eligibility list, or in the order of hire for non-sworn employees. The application of seniority shall be limited to the preference and benefits specifically recited in the Agreement. For determining sick leave and vacation entitlement, the employee's years of service with the City shall be used.

Section 6.2. Probationary Period

All new full-time employees shall be considered probationary employees during the first twelve (12) months of hire, after which time their seniority shall relate back to their last date of hire within the Department. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without recourse to the Grievance and Arbitration Procedure. There shall be no seniority among probationary employees.

Section 6.3. Loss of Seniority

An employee's seniority and his/her employment relationship with the Employer may terminate for any of the following reasons:

- (a) If he or she resigns, quits or retires;
- (b) If he or she is discharged or terminated and the termination or discharge is not reversed through the procedures set forth in this agreement;
- (c) If he or she has been on layoff status for a period of two (2) years;
- (d) If he or she is absent from work for three (3) consecutive working days without valid excuse;
- (e) If he or she fails to return on the required date from a leave of absence or disciplinary suspension;
- (f) If he or she is convicted of a felony, or a misdemeanor involving moral turpitude;

- (g) If he or she make a willful false statement on his/her employment application, on an application for leave of absence, any police report or other City report;
- (h) If he or she fails to report for work within the time limits as stated by State Statute (65 ILCS 5/10-2.1-18) following notification of recall from layoff sent by Certified Mail, Return Receipt Requested, to his/her last known address;
- (i) If he or she has been on sick or medical leave for a period of eighteen (18) months.

Section 6.4. Gender Disclaimer

The use of masculine or feminine gender or titles in the Agreement shall be construed to include both genders and not as sex limitations.

Section 6.5. Non-Discrimination

- (a) The provisions of this Agreement shall apply equally to all employees covered by it without discrimination of the part of the City or the Union.

(b) There shall be no discrimination against anyone regarding hire or tenure of employment because of race, creed, color, national origin, sex, religion, age, or disability, veteran status, sexual orientation, gender identification or genetic information.

(c) Any complaints related to discrimination shall only be processed through Step 3 of the Grievance process. Following Step 3, if the grievance is not satisfactorily resolved at Step 3, the employee may only refer the matter to the appropriate State/Federal agency and not Arbitration.

ARTICLE VII - LAYOFF AND RECALL

Section 7.1.

The layoff and recall of sworn officers shall be in accordance with Illinois State Statute (65 ILCS 5/10-2.1-18).

Section 7.2. Layoffs

In the event the work force is reduced, the first employees to be laid off shall be probationary employees or part time employees. Thereafter, further reductions in the work force shall be on the basis of inverse seniority.

Section 7.3. Recall

In the event the work force is increased following a reduction, recall to work shall be in the reverse order of layoff, provided the employee recalled is able to perform the required work. No part time employee may be employed while a full-time employee is in lay off status.

ARTICLE VIII - HOURS OF WORK, WORK WEEK, AND OVERTIME

Section 8.1. Normal Work Period - Workday

A Sworn Officer's, Records Clerk's and Telecommunicator's normal work period shall consist of eighty-four (84) hours of work performed in a period of fourteen (14) consecutive

calendar days, within a twenty-eight (28) day work cycle. Hours exceeding eighty (80) in the Sworn Officer's normal work period will be paid at the overtime rate. A Telecommunicator's normal work period will be alternating thirty-six (36) and forty-eight (48) work weeks, which includes eight (8) hours of regularly scheduled overtime. The normal workday for a Sworn Officer and Telecommunicator shall consist of twelve (12) hours of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift.

These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or a limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period.

The Union and City agree to allow the "17th officer" position to be used as a special detail officer and shift breaker, working a floating schedule, as long as this officer's normal schedule is 12-hour days when assigned to patrol or 8, 10, or 12 hour days when assigned to Investigations as long as in either case the officer works an 84-hour (14 day) pay period of a 28 day work cycle.

The Union and City also agree to allow the Telecommunicator to work a schedule altered from the "12 hour shift" while still performing the shift breaker duties for the twelve (12) hour days, and being scheduled a minimum of eighty-four (84) hours a pay period of a 28-day work cycle.

Employees, if working in excess of two (2) hours following the completion of a regular shift, will be allowed a twenty (20) minute break period.

Employees working eight (8) or ten (10) hour shifts shall be authorized a lunch period of thirty (30) minutes plus two (2) twenty (20) minute break periods per shift. Employees working twelve (12) hour shifts shall be authorized a lunch period of forty-five (45) minutes plus two (2) twenty (20) minute break periods per shift.

Section 8.2. Scheduling

The Employer shall have the right to freely determine, establish, and modify scheduling and manpower requirement, including, but not limited to, the number of shifts, the starting and quitting times for all shifts (subject to impact bargaining) and the manpower requirements for each shift, provided, however, at least sixteen (16) hours of off duty time for those Records Clerks and officers assigned to Investigations working eight (8) hour shifts and fourteen (14) hours for those working ten (10) hour shifts is scheduled between the end of one shift and the start of another, and twelve (12) hours of off duty time for Sworn Officers and Telecommunicators.

There will only be one Sworn Officer and one Telecommunicator per shift allowed to take off on pre-approved leave. The evening shift is considered part of the night shift.

In the event that leave results in less than three (3) Sworn Officers on the nightshift, overtime shall be offered to Sworn Officers on "off-duty" days by seniority to fill the void from 5:00 P.M. to 12:00 A.M. The shift will be taken as a whole or may be split among officers so that the entire duration is covered.

In the event the overtime shift is refused by all Sworn Officers on their off-duty days, the overtime shift shall be offered to the dayshift by seniority to cover the overtime from 6:00 P.M. until 12:00 A.M. or a partial shift until 10:00 P.M.

In the event that the overtime shift is refused by all Sworn Officers on their off-duty days, the overtime shall be offered to the on-duty dayshift by seniority to cover the full shift from 6:00 P.M. until 12:00 A.M., or a partial shift unit 10:00 P.M. On duty dayshift scheduled to work dayshift the next day can only work the overtime until 10:00 P.M. If the on-duty dayshift is not scheduled to work the dayshift the following day, the on-duty dayshift can work the full shift from 6:00 P.M. until 12:00 A.M.

The overtime shall not be considered a forcible overtime shift extension.

When a Sworn Officers or Telecommunicators or Records Clerk rotation schedule is affected a seventy-two (72) hour written notice will be issued. If the Officer or Telecommunicator or Records Clerk is not properly notified the first four (4) hours of his next worked shift will be paid at the overtime rate (Time and one-half an employee's straight time regular rate).

It is understood that a Telecommunicator will be assigned on all shifts and has the right to all work assignments of the Telecommunicator's job. The Telecommunicators occupying the 12 p.m. to 12 a.m. (afternoon shift) will be the 6th and 7th positions unless a more senior Telecommunicator desires to occupy that shift. It is further understood, however, that in the event a Telecommunicator is unavailable for the assignment that the City retains the right to fill the available assignment with either a Sworn Officer or Management Personnel.

Part-time Telecommunicators will be offered overtime opportunities after such opportunities are offered to full-time Telecommunicators. The employer may propose a different shift and work period for both Sworn and non-Sworn employees. If so, the Union has the right to meet and discuss and/or impact bargain the change. Following impact bargaining, or in lieu of impact bargaining (at the Union's sole discretion), or a meeting with the City, the Union agrees to submit the new shift and work period to its members and if a simple majority of the bargaining unit agrees the new shift/work period shall be effected.

Section 8.3. Telecommunicator Staffing

The City will fill any Telecommunicator vacancy within the police department within (90) ninety days, subject to standard hiring practices, when adhering to a minimum staffing of nine (9) certified bargaining unit Telecommunicators whose primary duty is police telecommunications. The above is subject to the City's ability to finance the cost of telecommunication services and the participation of the four (4) other municipalities who receive telecommunication services that are provided by the members of this bargaining unit. The City agrees that no layoffs shall occur due to administrative position changes, eliminations, or suspensions of positions. However, if a loss of all of the following communities receiving dispatching services (Roxana, South Roxana, and Hartford) were to occur, then that would result in the possibility of a reduction of Telecommunicators, subject to impact bargaining. If a loss of the Village of East Alton or the Village of Bethalto were to occur then two (2) Telecommunicator positions may be eliminated, subject to impact bargaining. These are only two (2) examples that could result in a reduction of

Telecommunicators. A reasonable effort will be made to fill all scheduled Telecommunicator positions when vacancies occur.

Section 8.4. Trading Shifts

Employees may trade shifts only with the approval of the Chief or his designated representative.

Section 8.5. Temporary Job Assignment

Employees assuming the responsibility for a higher paying position for a temporary period of time of two (2) hours or more, shall be paid the rate of pay for the higher paying position.

Section 8.6. Overtime

All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the City Manager or his designated representative. Insofar as possible, scheduled overtime other than that of an emergency, extension of shift, or court-time shall be distributed among employees covered by this agreement in an equitable manner.

Section 8.7. Sworn Officer Overtime Distribution

If the overtime to be performed is for a full shift, (twelve (12) hours), the Sworn Officer on the shifts that are on "off duty days" shall be contacted and offered the overtime by seniority.

If no Sworn Officer on "off duty days" agrees to work the full shift, then sworn officers on "off duty days" may split the overtime into six (6) hour shifts by seniority.

If no Sworn Officers on "off duty days" agrees to work the overtime, the preceding and succeeding shifts will be offered four (4) hours overtime by seniority. If no Sworn Officer agrees to work the overtime, the least senior on the preceding and succeeding shifts will be required to work the overtime. The least senior officer on their "off duty day" will be required to work the middle four (4) hours of the shift. This forced overtime scenario shall be considered a call-out.

If the overtime to be performed is for less than a full shift, but more than four (4) hours, the Employer shall contact the Sworn Officers on "off duty days" and offer the overtime by seniority. If the overtime to be performed is for four (4) hours or less and results in a shift extension for the "on duty" Officers, then the overtime will be offered by seniority. If no "on duty" Sworn Officer agrees to work the overtime, then the least senior Sworn Officer will be required to work the overtime.

If the overtime to be performed is for four (4) hours or less, but is not a shift extension, then the overtime will be offered to Sworn Officers on "off duty days" by seniority.

For the purpose of this section, the definition of a full (twelve (12) hours) overtime shift is when there is less than two Sworn Officers on the day or night shifts. No Sworn Officer shall be allowed to work more than sixteen (16) consecutive hours as long as other Officers are available, unless the departure will impede a major crime investigation. There shall be no pyramiding of

overtime. All call-outs during off-duty hours shall be paid at the rate of time and one-half (1 1/2) with a guaranteed minimum of two (2) hours pay.

Section 8.8. Telecommunicator Overtime Distribution

It is understood that the City may utilize the part-time employee(s) to fill in for vacancies for Telecommunicators after full time employees have been offered the overtime. It is also understood that the Telecommunicator supervisor may also be adjusted rather than revert to overtime scheduling, unless the overtime has occurred with less than seventy-two (72) hours' notice. If the Telecommunicator supervisor is not available, the following will be utilized.

If the overtime is for a full shift (twelve (12) hours), the Telecommunicator on the shifts that are on "off-duty days" shall be contacted and offered the overtime by seniority.

If no Telecommunicator on "off duty days" agrees to work the full shift, then the Telecommunicators on "off-duty days" may split the overtime into six (6) hour shifts by seniority.

If no Telecommunicator on "off duty days" agrees to work the overtime, the preceding and succeeding shifts will work four (4) hours of the overtime. The least senior Telecommunicator on their "off duty day" will be required to work the middle four (4) hours of the shift.

This forced overtime scenario shall be considered a call out.

If the overtime to be performed is for less than a full shift, but more than four (4) hours, the employer shall contact the Telecommunicators on off- duty days and offer the overtime by seniority.

If the overtime to be performed is for four (4) hours or less and results in a shift extension for the on duty Telecommunicators then that overtime will be worked by the "on duty" Telecommunicator.

If the overtime to be performed is for four (4) hours or less, but is not a shift extension, then the overtime will be offered to Telecommunicators on "off-duty" days by seniority.

Any Telecommunicator overtime not worked by the Telecommunicator supervisor or not desired by any of the other full time Telecommunicators as allowed under the language of this contract, may be offered to a Records Clerk on "off duty" days, who is cross-trained as a Telecommunicator. Records Clerks cross-trained as Telecommunicators would only be forced to work a shift shortage as a Telecommunicator under extreme emergencies. Telecommunicators and Records Clerks are still considered separate job classifications.

For the purpose of this section, the definition of full shift (twelve 12) hours overtime is when there is no Telecommunicator on the day or night shift.

However, no Telecommunicator shall be allowed to work more than sixteen (16) consecutive hours as long as other employees are available. There shall be no pyramiding of overtime.

All call-outs during off-duty hours shall be paid at the rate of time and one-half (1 1/2) with a guaranteed minimum of two (2) hours' pay.

Section 8.9. Overtime signoff

The due date to sign off on overtime is one week prior before it will be offered to a less senior officer. If the assignment is less than one week, the on-duty supervisor will make attempts to reach those eligible by phone. The first eligible person contacted will be assigned the overtime.

Section 8.10. Premium Pay

(a) Premium Pay Time and one-half (1 1/2) a Sworn Officers straight time regular rate of pay shall be paid for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day work period, within the twenty-eight (28) day work cycle.

Time and one-half (1 1/2) a Telecommunicators and Records Clerks straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

(b) Straight Time Regular Rate of Pay An employee's straight time regular rate of pay shall be determined by dividing his/her annual salary, longevity, educational incentive, Trainer Pay, Technology Coordinator Pay and shift differential by 2,080 hours.

(c) Hours Actually Worked Paid vacation, Worker's Compensation (when employee is compensated under Worker's Compensation provisions of State Statute), wellness days, compensatory time, off time for Union business, and business days shall count as "hours actually" worked for purposes of determining an employee's eligibility for Premium Pay.

Section 8.11. Compensatory Time

In lieu of overtime pay, the City will provide the option of compensatory time off on an hour for an hour and one-half basis subject to the request of the employee. Employees may use accumulated compensatory time, as long as overtime is not created, and with the approval of the Chief or his designee. Those employees working twelve (12) hour shifts will be allowed to accumulate and utilize a maximum of eighty four (84) hours of compensatory time during a fiscal year (May 1 through April 30). Compensatory time may be combined with an employee's last day of annual vacation to make a whole day. Records of compensatory time shall be maintained by the City.

Section 8.12. Training and Schooling

Employees who receive approval from the Chief or his designated representative, subject to the City Manager's approval, for training or schooling shall be paid for all time lost by the employee during his regular working hours. Lost time due to mandatory training or schooling shall be calculated at the employee's average straight time rate of pay, and counted as hours actually worked for purposes of computing overtime premium pay. Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the Rules and Regulations adopted by the Wood River City Council concerning such matters. The Chief shall

determine the number and selection of employees, if any, assigned for training or schooling, as well as the nature of such training or schooling. Transportation, if available, will be provided by the employer to the approved schooling or training. If transportation is not available, the employee will receive mileage reimbursement as set annually by the IRS.

Section 8.13. Educational Incentive

1. The City will pay the cost of tuition and fees for accredited college, university, or junior college courses that are related to the job being performed for the City by the employee or one to which the employee may be assigned or promoted (i.e. Criminal Justice, Administration of Justice, Law Enforcement, Psychology, Sociology, and Communications). The following shall also apply:
 - (a) Any full-time employee of the bargaining unit is eligible for reimbursement consideration. No educational reimbursement will be approved while an employee is on extended leave.
 - (b) An application for course approval and tuition reimbursement must be completed and prior approval received from the Chief of Police. Application for course approval must be completed and submitted to the Chief of Police on or before the 30th of January of the year the coursework is to be completed.
 - (c) Reimbursement will only apply to tuition and fees. In the event the employee receives a grant or other outside tuition assistance (i.e. GI Bill), reimbursement will only be for the balance between the aid received and the cost of the tuition and fees.
 - (d) Enrollment is permitted at any U.S. college that offers a degree program.
 - (e) Reimbursement shall be made at the completion of the semester in which costs are incurred; provided the employee achieves a passing grade of "C" or above, completes the course, and is still in the employ of the Wood River Police Department. The employee must also submit a copy of the receipt showing total tuition and fees paid, as well as a copy of their grade report.
 - (f) If the employee leaves the service of the City within one year of reimbursement, the employee may be required to repay the City for the reimbursement on a pro rata basis.
 - (g) The City will limit the amount of tuition and fees to be reimbursed to a total of two thousand dollars (\$2000.00) per employee for each fiscal year (May 1-April 30).
2. Upon satisfactory completion of sixty-four (64) semester hours and the attainment of an Associate's Degree, the sum of five hundred dollars (\$500.00) per year will be incorporated into the hourly wage of the employee.
3. Upon satisfactory completion of the requirements to obtain a Bachelor's Degree, an additional five hundred dollars (\$500.00) per year will be incorporated into the hourly wage of the employee.

4. Upon successful completion of the requirements to obtain a Master's Degree, the employee shall receive an additional five hundred dollars (\$500.00) per year, which will be incorporated into the employee's hourly wage.
5. In lieu of utilizing the aforementioned options in Section 8.10 (Educational Incentive) subsections 2, 3, or 4, an employee may choose to receive an additional 2.5% added to the employee's base wage upon the completion of twenty four (24) hours of continuing education during the fiscal year (May 1 of the current year through April 30 of the following year). This continuing education shall include, but not be limited to, such training as: CPR, first aid, hazardous materials, firearms, END, 911 operator, LEADS, etc. This educational incentive shall not exceed \$1500.00 for any employee during any fiscal year.

Section 8.11. Voting on Election Day

The City shall adhere to the Illinois Compiled State Statute for voting on election days.

ARTICLE IX - LEAVES

Section 9.1. Sick Leave

- (a) All regular employees shall be allowed a leave of absence from duties due to sickness or accident, without deduction from regular compensation, after thirty (30) days employment at the rate of twelve (12) hours for each calendar month of employment, for those working eight (8) hour shifts, fifteen (15) hours for those working a 10 hours shift, and eighteen (18) hours for those working twelve (12) hour shifts.
- (b) Any unused hours shall accumulate up to a total of two thousand and eighty (2080) hours of sick leave.
- (c) Each month employees shall continue to accumulate sick leave during: legal holidays, sick leaves of less than eighty (80) hours, vacation, on-the-job related injuries, jury duty, bereavement absence, military summer camp, and authorized leaves of absence of less than eighty (80) hours.
- (d) Employees will earn three (3) "wellness" days in a year's time, (start of fiscal year to the start of the next fiscal year, including any portion thereof shall be pro-rated) when no sick leave is taken. These days may be used as "paid wellness days" the following year.

In the event the employee uses one (1) sick day during a fiscal year, his/her "wellness" days would be reduced to two (2). If he/she uses two sick days, his/her "wellness days" would be reduced to one (1). If he/she uses three (3) sick days or more, he/she would not earn "wellness days". Accumulated "wellness" days taken as time off will correspond with the employee's schedule (i.e., Twelve (12) hour shift employee will get twelve (12) hours off per "wellness" day, ten (10) hour shift employees will get ten (10) hours off per "wellness" day, and eight (8) hour shift employees will get eight (8) hours off per "wellness" day).

Employees will take "wellness" time accumulated as time off or will forfeit those hours. The use of wellness days must be approved by the Chief of Police or his designee, and shall not be unreasonably denied.

- (e) Sick leave will be charged in increments of two (2) hours or greater.
- (f) Employees returning from injury or extended illness of three (3) working days or more shall be required to furnish the Chief, or his designee, a release from their physician prior to commencing work. Employees returning from injury or illness of less than three (3) days may be required to furnish the Chief, or his designee, a release from their physician prior to commencing work. The Chief, or his designee, reserves the right to require the employee, at the City expense, to be examined by the City's doctor prior to returning to work.
- (g) Illness or injury occurring while an employee is on vacation shall be charged to sick leave during the duration of the vacation period if the Chief is notified as soon as possible, and the illness is substantiated by an approved doctor's certificate.
- (h) Vacation benefits will continue to accrue during periods of service-connected disability and/or sick leave.
- (i) Sick leave may be taken for an employee's immediate family. For purposes of this section, "immediate family" is the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave for this purpose may be limited annually to amount an employee would earn during a six (6) month period at his then rate of entitlement. Nothing herein would preclude the Chief of Police from allowing additional sick time for an employee's immediate family, at the sole discretion of the Chief of Police.
- (j) An employee absent because of illness must phone his/her supervisor as soon as possible prior to his scheduled starting time.
- (k) All employees who take sick leave shall immediately upon his return to duty, fill out and file with the Chief of Police, a certificate to be furnished, with the amount of sick leave time requested.
- (l) Police officers who have accumulated a minimum of seven hundred twenty (720) hours of sick leave may cash the sick leave in for Health Insurance at retirement at the rate of twenty (20) sick days for one month of paid insurance. NOTE: One Hundred Seventy-Three (173) hours will be equivalent to one (1) month. Partial months will be rounded to the nearest full month. This benefit does not apply to non-sworn personnel as those participating in the Illinois Municipal Retirement Fund are allowed to apply unused accumulated sick leave to their time of service for calculating pension benefits. When this benefit expires for police officers, Section 18.2 would then begin.
- (m) Upon separation from the City for all reasons other than termination for cause, the City agrees to buy back half an employee's accrued but unused sick time, and pay this amount to the employee at time of separation. All employees will qualify for this benefit, provided they have at least six (6) years of service at the time of separation. This sick time buyback would be calculated by multiplying the total

sick hours not used by 50% (0.50), then multiplying by the last bargaining unit wage earned by the employee prior to separation.

- (n) The employee has the choice of the option described in Paragraph (l), or the option described in Paragraph (m), but not both.

Section 9.2. Unpaid Personal Leave

An unpaid leave of absence for a period not longer than ninety (90) calendar days may be granted to employees covered by this Agreement. Requests for such leaves must be submitted in writing to the Chief of Police or his designated representative and approved by the Chief and City Manager at least thirty (30) calendar days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. The Employer shall furnish authorization or denial of the leave request to the employee in writing. Employees returning from such leave must provide the Chief or his designated representative with at least five (5) calendar days advance notification. If the City Manager or his designated representative cancels a leave granted under this Section, the employee shall be notified by Certified Mail, Return Receipt Requested, and must thereafter return to work within five (5) calendar days unless other arrangements are made with the Employer.

Section 9.3. Military Leave

The Employer agrees to follow all State and Federal laws pertaining Military Leave.

Section 9.4. Allowance for Jury or Witness Service

An employee, who is called for jury service or subpoenaed as a witness for an incident that occurred while in the line of duty, shall be excused from work for the days on which he/she serves. Service, as used herein, includes required reporting for jury or witness duty when summoned; whether or not he/she is used. Such employees shall receive, for each such day of service in which he/she otherwise would have worked, the difference between the payment he/she receives for such service in excess of Five Dollars (\$5.00) and the amount calculated by the City in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had he/she not been performing such service (plus any holiday in such period which he/she would not have worked) and the pay for each such day shall be eight (8) or ten (10) times the Records Clerks and twelve (12) times the Sworn Officers and Telecommunicators average straight-time hourly rate of earnings during the last payroll period worked prior to such service. The employee will present proof that he/she did serve or report as a juror or was subpoenaed and reported as a witness and the amount of pay, if any, received therefore.

Section 9.5. Bereavement Leave and Funeral Pay

- (a) When death occurs to an employee's legal spouse, mother, father, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchild, step-mother, step-father, step-children, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandparents-in-law, an employee upon request, will be excused and paid for up to a maximum of three (3) scheduled shifts (seven [7] scheduled shifts when death occurs to an employee's legal spouse, mother, step-mother, father, stepfather child or step-child) or for such fewer shifts as the employee may be absent commencing

the day of the death and ending after fourteen (14) consecutive calendar days. If additional time is desired, the employee will be granted an unpaid leave of absence or will be able to utilize benefit time, at the option of the employee.

- (b) In the event an employee desires to attend a funeral or memorial service of someone other than the immediate family as designated, he/she may take one (1) day off and the time off will be charged against his/her chosen benefit time.
- (c) Employees shall be paid for each day lost from work under the terms of this Article at eight (8) or ten (10) times a Records Clerks and twelve (12) times a Sworn Officer's and Telecommunicators standard hourly rate; an employee will not receive bereavement leave pay or funeral pay when it duplicates pay received for time not worked for any other reason.

ARTICLE X - HOLIDAYS

Section 10.1.

The following days shall be considered as Holidays:

New Year's Day - January 1
Dr. Martin Luther King, Jr. Birthday - 3rd Monday in January
Presidents Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4th
Labor Day - 1st Monday in September
Veteran's Day - November 11
Thanksgiving Day - To be observed on Thanksgiving Day
Day after Thanksgiving
Christmas Eve - December 24
Christmas Day - December 25

Section 10.2.

It shall be understood that the holiday shall be from midnight to the midnight immediately following.

Section 10.3.

When an employee reports in sick on his regularly scheduled day immediately before a holiday or his regularly scheduled day immediately after a holiday, a signed sick slip from a doctor may be required.

If the employee fails to submit a doctor's sick slip, when one is requested, he shall forfeit the holiday pay for such holiday.

Section 10.4.

All hours worked on a holiday will be paid at two and one-half (2 1/2) times the employee's regular rate of pay.

Section 10.5.

An eligible employee will receive for non-worked holidays, eight (8) hours' pay at his/her straight-time hourly earnings.

Section 10.6.

A holiday worked will count as a day worked for computing overtime.

ARTICLE XI - VACATIONS

Section 11.1. Eligibility

All full-time employees of the City who have been employed for at least one (1) full year shall become eligible for vacation as indicated by the following table:

SENIORITY	HOURS' PAY ANNUALLY
Having completed 1 year	84 hours
Having completed 5 years	120 hours
Having completed 10 years	168 hours
Having completed 15 years and over	204 hours

Section 11.2.

Probationary employees will accrue benefits for later use pending the completion of their probationary period.

Section 11.3. Vacation Scheduling

Vacation will, so far as practical, be granted at times most desired by employees; employees with greater seniority being given preference as to choice as long as such time off does not unreasonably interfere with the efficient operation of the Department as determined by the Chief of Police. Vacation will be taken in a minimum of two (2) hour increments.

Section 11.4.

Vacation scheduling requests shall be posted on the bulletin board upon the posting of a new master schedule, being the schedule affecting all employees in the future and not having been previously posted, asking employees to indicate their preference of vacation. Such posting will indicate in seniority order: the employee's name, amount of vacation he or she is entitled to, and when they are requesting such vacation. The posting will be removed thirty (30) days after the initial posting. Those employees not signing the posting will signify they have no particular preference of their vacation. Forty (40) hour blocks or greater will have priority for those working eight (8) hour shifts. Thirty-six (36) hours or greater will have priority for those working twelve (12) hour shifts.

Section 11.5.

After the employee who indicated a preference of vacation has been assigned, the remaining vacation periods will be assigned on a first-come, first-serve basis.

Section 11.6.

Employees desiring to take vacation must indicate to the Chief of Police on the Vacation Request Form at least two (2) weeks in advance of his/her desire to take vacation, when practical.

If such vacation is agreeable, the employee will be given a written notice one (1) week after such vacation period has been requested that he/she is assigned that vacation period. The two (2) weeks advance notice may be waived by the Chief of Police, or his designee, if appropriate. Cancellation of previously approved vacation must be given to management with a minimum of 72 hours' notice before said vacation was to begin.

Section 11.7.

If an employee requests a vacation period of less than a week, is assigned such vacation, such employee will be allowed to take the vacation even though another employee would like the entire weeks' vacation during that period.

Section 11.8. Vacation Pay

Employees assigned vacation under this Section will be paid for their vacation based on their average hourly rate of pay, including shift differential, longevity, and educational incentives, and any interim wage increase that may be in effect at the time of vacation.

Section 11.9.

Employees will receive vacation pay on the pay day immediately preceding such vacation if requested by the employee, except vacation of less than one (1) full week which will be paid on their regular pay day.

Section 11.10.

Unused vacation will be paid at the time of his/her separation of employment, or in the event of death, to his/her heirs.

Section 11.11.

Employees who have completed at least five (5) years of service and thus are eligible as per the table in Section 11.1 for more than eighty-four (84) hours of vacation may, at the employee's discretion, sell back the hours in excess of eighty-four (84) to the City. Minimum sell back would be eight (8) hours up to a maximum of one hundred twenty (120) hours if an employee was eligible for two hundred four (204) hours of vacation and only took eighty-four (84). Vacation sold back to the City would be paid on the first check after the employee's anniversary date for vacation hours in excess of eighty-four (84) not used in the previous anniversary year.

Section 11.12.

Vacation hours may be carried over if desired by the employee and if approved by the Chief and City Manager. The request will be reviewed on a case by case basis and are not automatic. Carryover hours will not be eligible for sell back.

Section 11.13. Vacation Advance

Any Sworn Officer hired with experience as a Certified Sworn Officer with another Police Agency will receive vacation hours as stated below. The Sworn Officer will receive credit for the amount of total years certified as a Sworn Officer up to 10 years. Any employee hired that meets the requirements of Section 13.5 shall receive an advance on their vacation in accordance with the following table:

All lateral hires: From date of hire to completion of year one (1): 84 hours.

Lateral hires with more than five (5) years' experience from the beginning of year 2 through the completion of year 10: 120 hours.

Lateral hires will then receive vacation as scheduled by total time of service with the City of Wood River. Any current employee who would have qualified under Section 13.6, had it been in existence when he/she was hired, shall also receive this benefit.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 12.1. Definition of Grievance

For purpose of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of the Agreement as written. Any grievance concerning disciplinary action by the City shall be subject to the Grievance Procedure.

Section 12.2. Grievance Procedure

All grievances shall be processed in the following manner:

Step 1 Verbal Procedure

Within five (5) days of the occurrence of the incident giving rise to a grievance, or within five (5) days following the date the employee first reasonably should have known of the events giving rise to the grievance, the affected employee shall first discuss the matter with his Immediate supervisor with the objective of settling the matter informally. If requested by the employee, a union representative may be present. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. The immediate supervisor shall respond, in writing, to the employee's complaint within three (3) days of the discussion.

Step 2 Chief of Police

If the complaint is not satisfactorily resolved at Step 1, the complaint shall be reduced to a written grievance and submitted to the Chief of Police. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated with respect to those provisions; indicate the relief requested; and be signed by the employee (s) affected or his/her Union representative.

The written grievance shall be submitted to the Chief of Police within five (5) days of the supervisors response in Step 1. Within ten (10) days of receiving the grievance, the Chief of Police shall meet with the Union to discuss the grievance and make a good faith effort at settling the grievance, if such meeting is requested by the grievant and/or Union. The Chief of Police shall place his written answer upon the grievance form and return it to a Union representative within five (5) days, following the meeting.

Step 3 City Manager

If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the written grievance to the City Manager within five (5) days after receipt of the Step 2 answer. Within fifteen (15) days after the grievance has been appealed, a meeting shall be held between the Union and the Employer Representative. Either party may have any one present they so desire as witnesses. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give the Union its written answer to the grievance within fifteen (15) days following the Step 3 meeting.

Failing a satisfactory settlement of the matter at Step 3 as provided above, the Union may, within fifteen (15) calendar days of receiving the City's answer to Step 3, notify the City that the Union intends to submit the dispute to arbitration.

Section 12.3.

The decision of the arbitrator shall be final and binding. Such decisions shall be limited to the interpretation and application of the provisions of this contract, and the arbitrator shall not have the authority to modify or amend the provisions of this contract.

Section 12.4.

The expense of the arbitrator shall be borne equally by the City and the Union; each of whom shall bear its own expense.

Section 12.5.

The employer agrees to allow and to pay for all reasonable time lost by an employee or Steward during their regularly scheduled hours while processing a grievance. It is understood that any on duty employee shall handle any emergency calls for service that arise during any meeting regarding a grievance.

Section 12.6.

The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

Section 12.7.

"Days" as referred to throughout this Article shall be calendar days and shall not include Saturdays, Sundays, or the holidays recognized in this Agreement. A grievance not presented or appealed by the Union within the applicable time limits shall be held as settled in favor of the City. Failure of the City to answer within the time established will result in the grievance being granted

to the employee(s) and/or Union. Time limits may be extended by written mutual consent by the parties involved.

ARTICLE XIII - WAGES

Section 13.1. Shift Differential

All employees, with the exception of Records Clerks, covered by the collective bargaining agreement have received (\$40.00) forty dollars as shift differential incorporated into their base wage as of May 1, 1993.

In addition, those employees regularly scheduled to an afternoon/power shift (i.e. 2:00 PM to 2:00 AM or 3:00 PM to 3:00 AM) shall receive an additional (\$20.00) twenty dollars per month. This additional shift differential shall be incorporated into the designated employee's base wage.

Section 13.2. MEG Agent

Upon participation in the MEGSI Program by the City, the MEG officer shall receive base salary plus sixteen (16) hours of overtime pay per 160-hour cycle and compensatory time for the remainder of overtime worked.

Section 13.3. Trainer

While training other employees of the Police Department, the Training Officer shall receive an additional one-dollar (\$1.00) per hour. The individual to fill the position of Training Officer shall be selected by the Chief of Police.

Section 13.4. Technology Coordinator

The Union and the City agree that the Chief of Police appoints the Technology Coordinator and that personnel assigned to the position will be compensated at the Sergeant rate in Appendix A. This compensation is in addition to the employee's longevity, educational incentive, and any overtime incurred.

Section 13.5. Above Entry Pay

A new employee who is a certified Police Officer in the State of Illinois, or is eligible to obtain a waiver, and has full-time experience from another police department/sheriff's office, shall start at a salary commensurate with years of completed service. The highest an employee with experience could start is the "Having completed 10 years" step. To qualify, the employee would have had to have left his prior law enforcement employer in good standing and must be within three (3) years of their former law enforcement job. Prior experience will have no effect on the new employee's seniority, except for vacation in Section 11.13. The new employee will remain at this longevity step until his years of service with the City of Wood River take them to the next step.

For example, an employee with three 3 years of service at a sheriff's office in Illinois, would start at the "Having completed 2 years" step. That employee will remain at that step, until completion of five (5) years with the City of Wood River, at which time he will go to the "Having completed 5 years" step, and progress through the longevity steps normally from that point forward.

Any current employee who would have met the above criteria when hired, will move to the appropriate longevity step.

ARTICLE XIV - VALIDITY - COMPLIANCE WITH LAW

Should any court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

The City and the Union shall comply with any and all Federal and State laws.

ARTICLE XV - UNIFORMS AND EQUIPMENT

The City shall provide such uniforms and equipment for the employees as the Chief of Police determines is necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment as may be established by the Chief from time-to-time. The City shall assume the cost of necessary cleaning and repair of such uniforms under such rules as the Chief of Police may determine. All employees covered by the Collective Bargaining Agreement, who are required to wear clothes purchased at their own expense, will be given a \$500.00 annual clothing allowance, to be paid in \$250.00 semi-annual payments.

ARTICLE XVI - LOCAL WORKING CONDITIONS

Listed below is a list of "local working conditions" within the Wood River Police Department. These "local working conditions" reflect department practices, which have been agreed to by both the Union and the City of Wood River.

1. The City agrees to provide for the police department a microwave and a refrigerator in the communications area, as well as the break room.
2. All sworn officers and telecommunicators will have access to lockers located in the police department.
3. Squad cars will be authorized for use for personal business within city limits as prescribed by Department Policy.
4. Employees wanting time off to attend meetings for police-related organizations must have approval of the Chief of Police.
5. Business days may be granted for Union conventions, if overtime does not occur. Squad cars may not be taken to conventions; no mileage will be paid.
6. Inclement weather clothing - the outer most garment (i.e. winter jacket and rain jacket) is to be department issued. Personal Protective Equipment shall also be provided when necessary.
7. Scanners will be allowed in squad cars, but must be installed and maintained by the individual officer. C.B. radios will not be permitted.

8. Personnel records may be viewed during regular working hours with reasonable notification to the Chief of Police.
9. No one will be required to perform work that is not within the scope of public safety.
10. Off duty employment will be allowed as per Department Policy.
11. The City will furnish ammunition and gun cleaning supplies. The City will provide weapons and repairs to City owned weapons.
12. Individual police vehicles may be provided by the City, with approval from the City Council. Assigned officers are responsible for the cleanliness of the individually assigned police vehicle.
13. Police officers will be assigned and given access to a shower room while on duty for health and safety reasons.
14. The City will participate in the Backstoppers organization, which provides short and long-term financial assistance to families of police officers who are killed in the line of duty.
15. Payday will be on alternate Fridays beginning at 9:00 AM unless the City is otherwise prevented from doing so.
16. It is recognized that during the process of documentation of local working conditions, some may have been left out. In the event this happened either Party will bring the alleged omission to the other's attention at once, and the Parties will meet as quickly as possible.

ARTICLE XVII - PENSION

For Sworn Officers, the City agrees to continue participation in the Wood River Policeman Pension Fund as required under State Statutes.

For Telecommunicators and Records Clerks, the City agrees to contribute into the Illinois Municipal Retirement Fund as required by State Statute. Should the State Statute be changed so that the City is not required to contribute into the Illinois Municipal Retirement Fund, the City shall contribute the same amount into a separate retirement account for each Telecommunicators and Records Clerk.

ARTICLE XVIII - INSURANCE

Section 18.1. Health Insurance

The City will provide hospitalization, major medical, dental, and life insurance to all employees and their eligible dependent(s). The City will contribute one hundred percent (100%) of the cost for employee coverage and ninety percent (90%) of the cost for dependent coverage for the entire period of the Collective Bargaining Agreement. The employee(s) must complete the thirty (30) day time period as stated in the insurance policy. Any employee, who is absent because of illness, on-the-job injury, layoff, or leave of absence, shall have his/her insurance continue in accordance to the City's Personnel Rules, federal law, or state law.

Employees will pay the below flat rate or ten percent (10%) of dependent healthcare coverage or whichever is less:

- a. Employee/Spouse \$1,600.00 per year
- b. Employee/Child \$1,400.00 per year
- c. Family \$3,000.00 per year

Any new employee hired after May 1, 2011 and whose spouse is employed and has insurance available through employment or other means (medical and/or hospitalization), then that spouse must avail his or herself of the other employer's insurance and not be covered as a dependent on the insurance provided by the City. Proof of insurance is required.

The City agrees to allow members of this Union to submit a proposal to provide health insurance to the City. The City will provide the Union with enough notice and the necessary information to submit an insurance proposal.

If the Union presents a savings to the City on a similar insurance plan over what the City is currently paying for health insurance, the City agrees to meet with the Union to discuss elimination or adjustment of the amount that employees pay towards their health insurance.

The Insurance benefits that are currently in effect for the Police, Telecommunicators, and Records Clerks can only be changed by mutual agreement of comparable benefits.

Section 18.2. Insurance Retirement Benefits

An employee electing to retire, who has completed twenty (20) years of service with the City and has attained the age of 50 years shall receive one hundred dollars (\$100.00) per month towards the purchase of health insurance. This benefit shall begin the first full month following the employees last day of work and shall end at the 36th month or the attainment of 65 years of age.

ARTICLE XIX - CANINE OFFICER

The City agrees to compensate personnel assigned to the position of Canine Officer, while assigned to the duties of handling a working police dog at the direction of the Chief of Police, in the amount of \$200.00 per month. The \$200.00 per month is intended to compensate the Canine Officer for time spent off duty caring for the police dog (i.e.: feeding, watering, cleaning the kennel and grooming). This compensation is in addition to the officer's base wage, longevity, educational incentive, and any overtime incurred. Compensation for the position of Canine Officer shall cease at the time a working police dog is retired, disabled, deceased, or otherwise relieved of police duties.

ARTICLE XX - PHYSICAL EXAMINATION

All employees of the bargaining unit may undergo one (1) physical examination per contract term. This physical examination is to assist the physician in determining the physical

condition of the employee. The examination itself shall not result in disciplinary action against an employee.

The physical examination will consist of: heart, lung, blood pressure, eye, chest x-ray, and urine/blood test. In addition, every third year, or sooner if required by the physician, a treadmill test will be given as part of the physical examination.

The cost of the physical examination shall be borne by the City, and the City shall designate the physician and facility.

The examining physician will forward a written evaluation to the employee. Any deficiencies listed by the examining physician will include a program and recommendations for corrective action, which shall include re-examination at the physician's recommended date(s).

Any employee who enters a rehabilitation program will not incur a loss of pay or benefits for the period of time of the recommended rehabilitation program. If the employee is required to undergo an additional rehabilitation program, the additional days off from work shall be counted against the employee's sick leave benefits. If the employee enters a rehabilitation program, but does not successfully complete the program, the number of days the employee has been off duty will count against the employee's sick leave benefits. Failure to enter a doctor recommended rehabilitation program may result in disciplinary action.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective from May 1, 2023 and shall remain in effect through April 30, 2028 except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by Registered or Certified Mail by either party not less than sixty (60) days or more than ninety (90) days before the expiration date. Termination notices shall be considered to have been given as of the date shown on the postmark. This Section shall be governed by the procedures set forth in Section 14 of the Illinois Public Labor Relations Act, as amended, plus any future amendments to that Section.

Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse procedures are continuing for a new Agreement or part thereof between the parties.

ARTICLE XXII - POLICE OFFICER STAFFING

The City will recommend that the Fire and Police Commission maintain a valid eligibility list for police officers and the City will fill any vacancy within the police department within (90) ninety days, subject to a valid eligibility list, when adhering to a minimum staffing of (16) sixteen sworn police officers and sergeants during time periods in which there is not a School Resource Officer (SRO). During the time periods in which the City has an SRO, the minimum staffing will be a total of seventeen (17) sworn police officers and sergeants. In the event the City ceases having an SRO, the minimum staffing number will return to sixteen (16). The above is subject to the City's

ability to finance the cost of police protection. The City agrees that no layoffs shall occur due to administrative position changes, eliminations, or suspensions of positions.

ARTICLE XXIII - MAJOR CRIME TEAM

The Major Crime Team shall be commanded by the Deputy Chief of Police, or in his absence, the Chief of Police or his designee. The Major Crime Team may consist of the Chief of Police, Deputy Chief of Police, Detective Sergeant, Detectives, the designated crime scene technician, and any other personnel deemed necessary by the Chief of Police or Commander of the Major Crime Team.

The primary function of the Major Crime Team is the saturation by investigations and technicians on major cases within the first few hours after the commission of the crime. The use of the Major Crime Team or any part thereof is related to the seriousness of the crime, the number of suspects or witnesses to be interviewed and the area to be canvassed. The activation of the Major Crime Team, or any part thereof, is subject to the approval of the Chief of Police or in his absence the Deputy Chief of Police.

Activation of the Major Crime Team will not exceed a three-day period unless there are extenuating circumstances. If all leads and follow-up investigations are complete prior to the three days, the Major Crime Team will disband and resume normal duties. All work performed by the Major Crime Team will be turned over to the Investigative Division of the Police Department after the three-day period.

The responsibility for requesting the Major Crime Team will rest with the officer in charge of the shift. The officer in charge will contact the Deputy Chief of Police or the Chief of Police and advise them of the facts surrounding the case. The Deputy Chief and the Chief of Police will then decide if the Major Crime Team is to be called out or a portion thereof.

The Chief of Police and the Deputy Chief of Police shall be notified upon the occurrence of any of the following crimes:

- | | |
|----------------------------|-------------------------------|
| 1) Homicide or any Attempt | 4) Armed Robbery |
| 2) Home Invasion | 5) Hate Crimes |
| 3) Sexual Assault | 6) Arson |
| | 7) Major Narcotics Violations |

The Major Crime Team may be called out for any of the above listed crimes, as well as any other case deemed to be sensitive or high profile by the Chief of Police.

A decision to call the Greater St. Louis Major Case Squad or any other additional agencies shall be the responsibility of the Major Crime Team Commander or the Chief of Police. This decision must be made within the first four hours of the investigation of the crime.

The responsibility for the eventual clearance of the crime rests with the Investigative Division of the Police Department as well as the Patrol Division. The mere fact that the Greater

St. Louis Major Case Squad was called in does not relieve this department's responsibility to bring closure to the case being investigated.

The purpose of the Major Crime Team is to augment the Investigations Division of the Police Department with expertise and manpower, which would not normally be available. In addition to the expertise or specifically trained exception to who may be called out for the Major Crime Team, consideration will be given to an officer who develops a working confidential informant. Such officer may, at the discretion of the Chief, be allowed to assist the Investigations Division first, from patrol, if additional manpower is needed and then the normal seniority rules would apply.

ARTICLE XXIV - RESIDENCY

All Employees of the bargaining unit will reside within either Madison County or within fifteen (15) miles "as the crow flies" of the City limits of Wood River (within the State of Illinois) within twelve (12) months of their hire date. If the City agrees to a less restrictive residency requirement for any other city employee bargaining unit, such less restrictive residency rule will also apply to the employees covered by this agreement.

ARTICLE XXV - EMT CERTIFICATION

The City agrees to pay an additional 1% to bargaining unit employees that have attained Emergency Medical Technician (EMT) Certification. The additional 1% will be multiplied by the employee's base wage as determined by years in service and rank to calculate the proper 1% EMT Certification pay for each employee.

The City agrees to bear the expenses to obtain and maintain EMT Certification (i.e. tuition, books, and testing fees).

ARTICLE XXVI - DISCHARGE AND DISCIPLINE

The City shall have the right to suspend or discharge an employee for just cause. Any discipline may be grieved following the procedure in Article XII – Grievance Procedure Article. Punitive discipline shall only consist of the following measures: Verbal Reprimand, Written Reprimand, Suspension, or Discharge. Non-punitive discipline shall be at the Chief's discretion and shall not be grievable. This section shall not apply to any employee during his/her probationary period of employment.

SIGNATURE PAGE

Signed at Wood River, Illinois, this _____ day of _____, 2024.

CITY OF WOOD RIVER, IL.

ILLINOIS FOP LABOR COUNCIL

Steve Palen, City Manager

Dan Bailey, ILFOPLC Field Representative

Attest: Danielle Sneed, City Clerk

Josh Timmins, Union Steward

Jacob Roberson, Union Steward

Geoff Fester, Union Steward

APPENDIX A - ECONOMICS

BASE WAGES

	Current		May 1, 2023		May 1, 2024		May 1, 2025		May 1, 2026		May 1, 2027	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Sergeant / Tech. Coord.	\$74,365.40	\$35.75	\$78,083.67	\$37.54	\$80,816.60	\$38.85	\$83,241.10	\$40.02	\$85,738.33	\$41.22	\$89,167.86	\$42.87
Patrolman	\$68,599.84	\$32.98	\$70,657.84	\$33.97	\$73,484.15	\$35.33	\$76,056.10	\$36.57	\$78,337.78	\$37.66	\$81,471.29	\$39.17
PSAP Manager	\$60,923.20	\$29.29	\$62,750.90	\$30.17	\$65,260.93	\$31.38	\$67,545.06	\$32.47	\$69,571.42	\$33.45	\$72,354.27	\$34.79
Telecommunicator	\$58,557.69	\$28.15	\$60,314.42	\$29.00	\$62,727.00	\$30.16	\$64,922.44	\$31.21	\$66,870.12	\$32.15	\$69,544.92	\$33.44
Records Clerk	\$55,511.69	\$26.69	\$57,177.04	\$27.49	\$59,464.12	\$28.59	\$61,545.36	\$29.59	\$63,391.72	\$30.48	\$65,927.39	\$31.70

Dates	Patrol and Civilians	Sergeants and Tech. Coordinator
May 1, 2023 - April 30, 2024	3.0%	5.0% (Tech. Coordinator to match Sergeant pay)
May 1, 2024 - April 30, 2025	4.0%	3.5%
May 1, 2025 - April 30, 2026	3.5%	3.0%
May 1, 2026 - April 30, 2027	3.0%	3.0%
May 1, 2027 - April 30, 2028	4.0%	4.0%

All wages will be fully retroactive on all hours paid

The effective date of these pay raises will be the beginning of the pay period nearest to May 1 of the year in question.

LONGEVITY

Effective May 1, 2023, the following percentages will be multiplied by the employee's base rate of pay (sum of base rate and educational incentive) as determined by years in service to calculate the proper longevity pay for each employee:

- Having completed 2 years – 2.75%
- Having completed 5 years – 3.25%
- Having completed 10 years – 3.75%
- Having completed 15 years – 4.75%
- Having completed 20 years – 5.25%
- Having completed 25 years – 6.25%
- Having completed 30 years – 7.25%

APPENDIX B - DUES DEDUCTION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, _____ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX C - REPAYMENT AGREEMENT

This agreement is entered into on the ____ day of _____ 202____, following the offer of employment as a Probationary Police Officer for the City of Wood River, Illinois ("City"), and prior to a hire as a Probationary Police Officer by and between the City and _____ hereafter "Candidate".

The City agrees pay for Candidate to attend an Illinois Police Training Academy to become certified as a Police Officer for the City. Candidate agrees to attend an Illinois Police Training Academy at the City's expense.

In consideration for the City paying for Candidate to attend the Illinois Police Training Academy to become a Certified Police Officer for the City, Candidate agrees to serve as a Police Officer for the City of Wood River for no less than two (2) years from the date of his or her graduation from an Illinois Police Training Academy as a Police Officer for the City.

Should Candidate fail to become certified at the completion of his or her training at the Illinois Police Training Academy, Candidate agrees to refund the non-reimbursed cost of training (tuition, fees, and books).

Should Candidate fail to serve as a Police Officer for two (2) years, as set forth above, Candidate agrees to refund to the City the non-reimbursed cost of training, as set forth above as provided below:

Service of less than one year: 100% refund

Service of greater than one year, but fewer than two years: 50% refund.

Once Candidate is officially appointed and provides service as a Police Officer for the City of Wood River, he or she shall be subject to City Ordinances, City Policies, and the Collective Bargaining Agreement between the Illinois Fraternal Order of Police and the City governing employment of the City's Police Officers.

Candidate shall not be required to reimburse the City for failure to become certified at the conclusion of training at the Illinois Police Training Academy; if he or she cannot complete two years of service due to injury or illness which arises out of the training or his or her service as a Police Officer for the City or for any involuntary separation from service or if the Candidate needs to leave the required area of residency due to his/her spouse changing jobs necessitating a move and resignation of the Candidate.

City of Wood River, Illinois

Authorized Official

Signature of Candidate

APPENDIX D - GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No.:	Year:	Grievance No.:
-----------------	-------	----------------



Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____, in part and in whole, make grievant(s) whole.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



ORDINANCE NO.

AN ORDINANCE AMENDING THE 2024-25 FISCAL YEAR BUDGET TO INCLUDE BUDGET AUTHORIZATION FOR 2023-24 ENCUMBRANCES.

WHEREAS, an encumbrance system provides full disclosure of all obligations of the City; and

WHEREAS, in an encumbrance system, actual recording of an expenditure and the budget authorization for that expenditure may occur during different fiscal years; and

WHEREAS, the appropriate fiscal control over expenditures can only be maintained with the matching of expenditures and budget authorization; and

WHEREAS, these budget authorizations for the 2024-25 Fiscal Year were originally authorized in the 2023-24 Fiscal Year and were not expended.

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

Section 1. The 2024-25 City budget shall be amended to include authorization and funding for encumbrances incurred in the Fiscal Year 2023-24, as outlined on the attached sheet entitled "Attachment A".

Section 2. This ordinance will be in full force and effect following its passage and approval in accordance with law.

PASSED and APPROVED by the City Council of the City of Wood River this 1st day of July, 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:

Attachment A
Budget Encumbrances
FY 2023/2024

<u>Department</u>	<u>Account Description</u>	<u>Account Code</u>	<u>Amount</u>
Street	1/2 of 1 Ton Dump Truck	10-21-4-0929	\$ 45,000
Recreation	Major Improvements	10-24-4-0916	\$ 197,042.00
Police	Professional Services	10-27-4-0792	\$ 6,500.00
Fire	Hose	10-28-4-0514	\$ 7,721.00
Fire	SCBA	10-28-4-0515	\$ 7,069.00
Fire	Communication Equipment	10-28-4-0753	\$ 11,858.00
Fire	Major Improvements	10-28-4-0916	\$ 409,000.00
Dispatch	Communication Equipment	10-40-4-0753	\$ 2,000.00
Sewer	1/2 of 1 Ton Dump Truck	40-41-4-0939	\$ 45,000
Sewer	Tandem Dump Truck	40-41-4-0929	\$ 80,000
Capital Improvements and Development	Asphalt	87-00-4-0534	\$ 80,851.00
Non-Home Rule	Round House Repairs	89-00-4-0907	\$ 25,550.00
			\$ 917,591

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET BY INCREASING THE EXPENSE CATEGORY OF VARIOUS BUDGETS.

WHEREAS, the annual budget figures were exceeded in certain budget categories in the 2023-24 budget.

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

Section 1. The following budget categories in the 2023-24 fiscal year budget be amended, as outlined on the attached sheet entitled "Attachment A".

Section 2. This ordinance shall be in full force and effect following its passage and publication in accordance with law.

PASSED and APPROVED by the City Council of the City of Wood River this 1st day of July, 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:

Attachment A

Budget Amendments FY 2023/2024

<u>Department</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase</u>	<u>Total Budget</u>
<u>Legal</u>				
Legal	10-15-4-0721	\$ 50,000	\$ 263,772	\$ 313,772
<i>Legal Counsel resigned and a new City Attorney was obtained at a higher rate.</i>				
<u>Street Department</u>				
Concrete/Sidewalks	10-21-4-0538	\$ 8,500	\$ 10,910	\$ 19,410
<i>Additional, unbudgeted, repairs.</i>				
<u>Parks & Recreation</u>				
Basketball	10-24-4-0300	\$ 50,000	\$ 30,000	\$ 80,000
<i>Recreation expenses exceeded budget, revenues exceeded budget by \$63,870</i>				
<u>Parks Maintenance</u>				
Full Time Wages	10-25-4-0419	\$ 67,795	\$ 19,887	\$ 87,682
Major Improvements	10-25-4-0916	\$ -	\$ 16,216	\$ 16,216
<i>Vacation and sick payout total \$25,355. Belk Park Lake Aerators, \$16,216 to be reimbursed by Madison County PEP grant in FY 25</i>				
<u>Water Distribution</u>				
Major Improvements	30-31-4-0916	\$ 100,000	\$ 135,467	\$ 235,467
<i>State Street Water Line Improvement project bids came in over budget. Bid approved 8/21/24</i>				
<u>Belk Park Golf Course</u>				
Items for Resale	50-52-4-0579	\$ 28,800	\$ 18,856	\$ 47,656
Seasonal Wages	50-52-4-0421	\$ 56,080	\$ 13,752	\$ 69,832
Alcohol	50-53-4-0574	\$ 32,000	\$ 12,131	\$ 44,131
<i>Additional personnel, resale items, alcohol expenses needed for increased demand. Revenues in came in more than \$250,000 higher than budgeted</i>				
<u>Riverbend Business District #4</u>				
6th Street Retention	85-00-4-0903	\$ -	\$ 993,080	\$ 993,080
<i>Purchase of property for 6th Street retention project within Business District #4</i>				
<u>Riverbend Business District #1</u>				
Transfer Out	86-00-4-0819	\$ -	\$ 973,080	\$ 973,080
<i>Transfer of funds to contiguous Business District #4 for 6th Street retention project</i>				
<u>Capital Improvements and Development</u>				
Major Improvements	87-00-4-0860	\$ -	\$ 138,471	\$ 138,471
<i>6th Street parking lot. Unbudgeted project, partially reimbursed with grant funds</i>				
			<u>\$ 2,625,622</u>	

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH STATE FARM INSURANCE AGENT MIKE FAHNESTOCK FOR 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 desires to offer a sponsorship opportunity for State Farm Insurance Agent Mike Fahnestock (“Fahnestock”) to sponsor the walking track at the Wood River Recreation Center; and

WHEREAS, Fahnestock has presented City with a proposed agreement for approval (“Fahnestock Proposal”) (See **Exhibit A**); and

WHEREAS, the Fahnestock Proposal may generate up to \$2,500.00 in sponsorship revenue for the Wood River Recreation Center over five years (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 Fahnestock Proposal (See **Exhibit A**); 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 Fahnestock Proposal (**Exhibit A**).

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

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

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

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 1st day of July, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Agreement

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

WHEREAS, OWNER is presently developing the Wood River Recreation Center which will include the amenities hereinafter described; and

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

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

LANDMARK – WALKING TRACK PARTNER

- 1. SPONSOR will receive one (1) 4' X 3.5' banner ad on the walking track (western side) of the Wood River Recreation Center.

a.) OWNER will be responsible for the upkeep of the Wood River Recreation Center. SPONSOR has no responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Wood River Recreation Center, including but not limited to Wood River Recreation Center repairs and maintenance.

b.) OWNER and SPONSOR shall mutually agree upon signage. OWNER will be responsible for the initial costs of production or procurement and installation of such signage, and also responsible for the reasonable maintenance thereof.

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

TERM AND INVESTMENT

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

a.) 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:

Year 1 (2024 – 2025) = \$500.00

Year 2 (2025 – 2026) = \$500.00

Year 3 (2026 – 2027) = \$500.00

Year 4 (2027 – 2028) = \$500.00

Year 5 (2029 – 2030) = \$500.00

b.) Payments will be due on an annual basis and are due and payable at the beginning of each contract year unless one time payment is paid.

I. 1st payment due on or before July 1, 2024

II. 2nd payment not due until the 1 year anniversary of signage installation date

c.) OWNER shall provide SPONSOR with an invoice for each annual installment no later than forty-five days prior to the due date thereof. Annual payments will be in default if not received by OWNER within fifteen days of the due date thereof.

d.) Owner shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing.

TERMINATION

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

REPRESENTATIONS AND WARRANTIES

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

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use, and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.
3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. In the event that OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.
4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

XIII. NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out of pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Wood River Recreation Center or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Wood River Recreation Center as soon as reasonably possible. 5

XIV. MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Madison County, IL, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

SIGNING PARTIES

SPONSOR

State Farm Agent Mike Fahnestock

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH SHELTER INSURANCE AGENT MARK SMITH FOR 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 desires to offer a sponsorship opportunity for Shelter Insurance Agent Mark Smith (“Smith”) to sponsor the walking track at the Wood River Recreation Center; and

WHEREAS, Smith has presented City with a proposed agreement for approval (“Smith Proposal”) (*See Exhibit A*); and

WHEREAS, the Smith Proposal may generate up to \$2,500.00 in sponsorship revenue for the Wood River Recreation Center over five years (*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 Smith Proposal (*See Exhibit A*); 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 Smith Proposal (**Exhibit A**).

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

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

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

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 1st day of July, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Agreement

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

WHEREAS, OWNER is presently developing the Wood River Recreation Center which will include the amenities hereinafter described; and

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

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

LANDMARK – WALKING TRACK PARTNER

- 1. SPONSOR will receive one (1) 4' X 3.5' banner ad on the walking track (western side) of the Wood River Recreation Center.

a.) OWNER will be responsible for the upkeep of the Wood River Recreation Center. SPONSOR has no responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Wood River Recreation Center, including but not limited to Wood River Recreation Center repairs and maintenance.

b.) OWNER and SPONSOR shall mutually agree upon signage. OWNER will be responsible for the initial costs of production or procurement and installation of such signage, and also responsible for the reasonable maintenance thereof.

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

TERM AND INVESTMENT

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

a.) 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:

Year 1 (2024 – 2025) = \$500.00

Year 2 (2025 – 2026) = \$500.00

Year 3 (2026 – 2027) = \$500.00

Year 4 (2027 – 2028) = \$500.00

Year 5 (2029 – 2030) = \$500.00

b.) Payments will be due on an annual basis and are due and payable at the beginning of each contract year unless one time payment is paid.

I. 1st payment due on or before July 1, 2024

II. 2nd payment not due until the 1 year anniversary of signage installation date

c.) OWNER shall provide SPONSOR with an invoice for each annual installment no later than forty-five days prior to the due date thereof. Annual payments will be in default if not received by OWNER within fifteen days of the due date thereof.

d.) Owner shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing.

TERMINATION

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

REPRESENTATIONS AND WARRANTIES

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

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use, and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.
3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. In the event that OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.
4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

XIII. NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out of pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Wood River Recreation Center or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Wood River Recreation Center as soon as reasonably possible. 5

XIV. MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Madison County, IL, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

SIGNING PARTIES

SPONSOR

Shelter Insurance Agent Mark Smith

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH WOOD RIVER DONUT & MORE FOR 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 desires to offer a sponsorship opportunity for Wood River Donut & More (“WRDM”) to sponsor the walking track at the Wood River Recreation Center; and

WHEREAS, WRDM has presented City with a proposed agreement for approval (“WRDM Proposal”) (*See Exhibit A*); and

WHEREAS, the WRDM Proposal may generate up to \$2,500.00 in sponsorship revenue for the Wood River Recreation Center over five years (*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 WRDM Proposal (*See Exhibit A*); 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 WRDM Proposal (**Exhibit A**).

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

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

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

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 1st day of July, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Agreement

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

WHEREAS, OWNER is presently developing the Wood River Recreation Center which will include the amenities hereinafter described; and

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

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

LANDMARK – WALKING TRACK PARTNER

1. SPONSOR will receive one (1) 4' X 3.5' banner ad on the walking track (western side) of the Wood River Recreation Center.

a.) OWNER will be responsible for the upkeep of the Wood River Recreation Center. SPONSOR has no responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Wood River Recreation Center, including but not limited to Wood River Recreation Center repairs and maintenance.

b.) OWNER and SPONSOR shall mutually agree upon signage. OWNER will be responsible for the initial costs of production or procurement and installation of such signage, and also responsible for the reasonable maintenance thereof.

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

TERM AND INVESTMENT

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

a.) 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:

Year 1 (2024 – 2025) = \$500.00

Year 2 (2025 – 2026) = \$500.00

Year 3 (2026 – 2027) = \$500.00

Year 4 (2027 – 2028) = \$500.00

Year 5 (2029 – 2030) = \$500.00

b.) Payments will be due on an annual basis and are due and payable at the beginning of each contract year unless one time payment is paid.

I. 1st payment due on or before July 1, 2024

II. 2nd payment not due until the 1 year anniversary of signage installation date

c.) OWNER shall provide SPONSOR with an invoice for each annual installment no later than forty-five days prior to the due date thereof. Annual payments will be in default if not received by OWNER within fifteen days of the due date thereof.

d.) Owner shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing.

TERMINATION

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

REPRESENTATIONS AND WARRANTIES

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

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use, and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.
3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. In the event that OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.
4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

XIII. NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out of pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Wood River Recreation Center or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Wood River Recreation Center as soon as reasonably possible. 5

XIV. MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Madison County, IL, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

SIGNING PARTIES

SPONSOR

Wood River Donut & More

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH FRANCHISE SPORTS BAR & GRILL FOR 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 desires to offer a sponsorship opportunity for Franchise Sports Bar & Grill (“Franchise”) to sponsor the walking track at the Wood River Recreation Center; and

WHEREAS, Franchise has presented City with a proposed agreement for approval (“Franchise Proposal”) (*See Exhibit A*); and

WHEREAS, the Franchise Proposal may generate up to \$15,000.00 in sponsorship revenue for the Wood River Recreation Center over five years (*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 Franchise Proposal (*See Exhibit A*); 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 Franchise Proposal (*Exhibit A*).

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

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

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

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 1st day of July, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Agreement

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

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

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

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

LANDMARK – WALKING TRACK PARTNER

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

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

TERM AND INVESTMENT

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

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

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

TERMINATION

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

REPRESENTATIONS AND WARRANTIES

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

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

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

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

XIII. NAME CHANGE

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

XIV. MISCELLANEOUS

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

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

SIGNING PARTIES

SPONSOR

Franchise Sports Bar & Grill

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH ATTIC TREASURES RESALE SHOP FOR 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 desires to offer a sponsorship opportunity for Attic Treasures Resale Shop ("ATRS") to sponsor the walking track at the Wood River Recreation Center; and

WHEREAS, ATRS has presented City with a proposed agreement for approval ("ATRS Proposal") (*See Exhibit A*); and

WHEREAS, the ATRS Proposal may generate up to \$2,500.00 in sponsorship revenue for the Wood River Recreation Center over five years (*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 ATRS Proposal (*See Exhibit A*); 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 ATRS Proposal (**Exhibit A**).

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

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

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

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 1st day of July, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Agreement

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

WHEREAS, OWNER is presently developing the Wood River Recreation Center which will include the amenities hereinafter described; and

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

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

LANDMARK – WALKING TRACK PARTNER

1. SPONSOR will receive one (1) 4' X 3.5' banner ad on the walking track (western side) of the Wood River Recreation Center.
 - a.) OWNER will be responsible for the upkeep of the Wood River Recreation Center. SPONSOR has no responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Wood River Recreation Center, including but not limited to Wood River Recreation Center repairs and maintenance.
 - b.) OWNER and SPONSOR shall mutually agree upon signage. OWNER will be responsible for the initial costs of production or procurement and installation of such signage, and also responsible for the reasonable maintenance thereof.

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

TERM AND INVESTMENT

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

a.) 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:

Year 1 (2024 – 2025) = \$500.00

Year 2 (2025 – 2026) = \$500.00

Year 3 (2026 – 2027) = \$500.00

Year 4 (2027 – 2028) = \$500.00

Year 5 (2029 – 2030) = \$500.00

b.) Payments will be due on an annual basis and are due and payable at the beginning of each contract year unless one time payment is paid.

I. 1st payment due on or before July 1, 2024

II. 2nd payment not due until the 1 year anniversary of signage installation date

c.) OWNER shall provide SPONSOR with an invoice for each annual installment no later than forty-five days prior to the due date thereof. Annual payments will be in default if not received by OWNER within fifteen days of the due date thereof.

d.) Owner shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing.

TERMINATION

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

REPRESENTATIONS AND WARRANTIES

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

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use, and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.
3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. In the event that OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.
4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

XIII. NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out of pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Wood River Recreation Center or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Wood River Recreation Center as soon as reasonably possible. 5

XIV. MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Madison County, IL, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

SIGNING PARTIES

SPONSOR

Attic Treasures Resale Shop

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

Behavioral Health Alternatives, Inc.

WHEREAS Behavioral Health Alternatives is celebrating its 40th anniversary in 2024, and

WHEREAS, the City of Wood River recognizes the positive impact the Care Management Program and its staff have on our community as they promote mental health recovery in adults, and

WHEREAS, Behavioral Health Alternatives professional staff assist individuals in resolving emotional issues and developing the skills needed to promote mental health recovery, and

WHEREAS, Behavioral Health Alternatives provide therapeutic interventions to stabilize mental health symptoms, facilitate personal growth, enhance community participation, and educate individuals about their mental health diagnosis, and

WHEREAS Behavioral Health Alternatives has provided 40 years of mental health care and will continue to provide care that will have a positive impact on our community and the citizens, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wood River, in the great state of Illinois, in recognition of Behavioral Health Alternatives celebrating its 40th anniversary do hereby proclaim July 12, 2024, as:

BEHAVIORAL HEALTH DAY

IN WITNESS THEREFORE, I have hereunto set my hand and caused the great seal of the City of Wood River, Illinois to be affixed hereon this 1st day of July 2024.

Mayor