

ORDER OF BUSINESS

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

August 5, 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 July 15, 2024, as printed.
- 3) Approval of the bills submitted for payment for the period July 11, 2024, to July 31, 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 August to:  
Sonny & Sue Hinson 122 Ash Street  
Mi Pueblito Cantina 48 W. Edwardsville Road
- 5) REQUEST BY MAYOR FOR:  
A. Request for Citizen comments/communications/petitions  
B. Reports/comments from City Officials
- 6) Approval of an ordinance amending the City Code 90-7, Title XV, Land Usage, Chapter 155: Zoning Code, Section 155.01 Adoption by Reference to include changes to the City of Wood River's Zoning Code 96-14, Article 3, Section 3-2 Zoning Map and District Boundaries to rezone Parcel ID 19-1-08-24-00-000-003 from Agricultural – A to B-3 Highway Business District, as recommended by the Plan Commission.
- 7) Approval of an ordinance authorizing the City to accept donated property located at Parcel ID 19-2-08-27-05-104-034, commonly known as 223 E. Ferguson, Wood River, Illinois 62095 and Parcel ID 19-2-08-27-05-104-035, commonly known as 217 E. Ferguson, Wood River, Illinois 62095, from WR Holdings LLC.
- 8) Approval of an ordinance vacating an easement on property owned by the Madison County Housing Authority located at Parcel ID 19-02-08-28-08-204-001.001, commonly known as 118 Haller Street, Wood River, Illinois 62095, as submitted by the Director of Public Services.
- 9) Approval of a resolution authorizing the Mayor to execute a Local Public Agency Engineering Services Agreement, Supplement 3 for the design and construction engineering for the Wood River Avenue Phase 1 and Phase 2 Project, as submitted by the Director of Public Services.
- 10) Approval of a resolution declaring the structure(s) located at Parcel ID 19-2-08-21-11-203-019, commonly known as 806 State Street, Wood River, Illinois 62095, unsafe and a public nuisance and authorizing the Prosecuting Attorney to proceed with legal action, as submitted by the Building and Zoning Administrator.
- 11) Approval of a resolution authorizing an agreement between BP Products North America, Inc. and the City of Wood River for donation and use of fire suppression equipment and materials and storage of same, as submitted by the Fire Chief.

- 12) Approval of a request to accept the bid from Kamadulski Excavating & Grading Co. Inc. in the amount of \$468,342.55 for concrete sidewalks at various locations throughout the City, as submitted by the Director of Public Services.
- 13) Approval of a request from the Wood River Business Alliance to close Ferguson Avenue between Wood River Avenue and First Street on Sunday, September 22, 2024, for a Food Truck Festival from 10:00 a.m. to 6:00 p.m.
- 14) Approval of a request from the Wood River Business Alliance to close Ferguson Avenue between Wood River Avenue and First Street on Saturday, October 19, 2024, for the 3<sup>rd</sup> Annual Chili Cookoff from 12:00 p.m. to 6:00 p.m.
- 15) Approval of a request from the Wood River Business Alliance to close Ferguson Avenue between Wood River Avenue and First Street on Friday, November 29, 2024, for the Holiday Traditions Night Market from 3:00 p.m. to 9:00 p.m.
- 16) Approval of a request from the Greater Madison County Federation of Labor, AFL-CIO to hold the Annual Labor Day Parade on Wood River Avenue from the Roundhouse to East Ferguson to North on 6<sup>th</sup> Street ending at Emerick Sports Complex on Saturday, August 24, 2024, beginning at 10:00am.
- 17) Approval of a Proclamation declaring August 10, 2024, as Jayden Ulrich Day.
- 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.

July 15, 2024

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Monday, July 15, 2024, in the Council Chambers at City Hall, 111 N. Wood River Avenue, with the recital of the Pledge of Allegiance. The Clerk called the roll and reported that the following members were:

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

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

Councilman Ayres moved to approve the minutes of the regular meeting of July 1, 2024, as printed, seconded by Councilman Dettmers, and approved by the following vote:

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

APPROVAL OF BILLS:

Councilman Plank moved to approve the bills submitted for payment for the period June 27, 2024, to July 10, 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 THE FINANCIAL STATEMENT:

Councilman Dettmers moved to approve the Financial Statement ending June 30, 2024, as printed, seconded by Councilman Tweedy, and approved by the following vote:

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

CITY OFFICIAL COMMENTS:

Mayor Stalcup announced that the Farmer’s Market is every Thursday in Downtown Wood River in the parking lot at Madison Avenue and First Street from 4:00 p.m. to dusk. The Farmer’s Market is from June through September.

Mayor Stalcup announced that The National Night Out Event will be held on Friday, July 26, 2024. The National Night Out Event is about fostering positive relationships with local law enforcement and will be held at the Wood River Public Library from 6:00 p.m. to 7:30 p.m.

Mayor Stalcup read letters of commendation from Police Chief Brad Wells for Telecommunicator Ryan Payne and Telecommunicator Brendan Lenhardt. He also read letters of appreciation from Building and Zoning Administrator Brad Wells for City employees Emily Hansard and Karen Rose.

Mayor Stalcup announced that tonight Monday, July 15, 2024, is City Attorney John Hackett’s last City Council Meeting. City Attorney John Hackett is moving on to be an Associate Judge for

Madison County and the City wishes him well.

City Manager Steve Palen stated that there is an Open Space Lands Acquisition and Development Grant for distressed communities and the City of Wood River is eligible for up to 100% funding. There are monies out there for projects or property acquisition. The City does not have a park property acquisition project but there has been talk of potentially adding a splash pad at the Recreation Center. He stated that he thinks Belleville won the last grant and built a splash pad for half a million dollars.

Director of Parks and Recreation Pat Minogue stated that building a splash pad would cost around \$500,000 to \$600,000.

City Manager Steve Palen stated that the City can get up to \$600,000 so if the City gets awarded the grant, it will pay for the entire cost of the splash pad. He asked if this would be something the Council would like to look into.

Councilman Dettmers stated that he had a conversation with someone who saw an article in the newspaper regarding the City considering building a swimming pool and a different article regarding the City considering building a splash pad. He assured the individual that he did not know how the City would come up with the money to build a swimming pool since the City already borrowed 10 million dollars. The last time a splash pad was proposed it was going to replace the Roundhouse. He asked if the City was looking for new land for a splash pad.

City Manager Steve Palen stated that the City is considering putting the splash pad in the southeast corner of the Recreation Center property in the grassy area between the Recreation Center and the Roundhouse.

Councilman Dettmers stated that back in 2022, there was talk that the City would build a swimming pool there.

City Manager Steve Palen replied that a pool would fit there but the expense for a splash pad is much less than a swimming pool.

Councilman Dettmers asked City Manager Steve Palen if he knew if the City could get a grant to cover the cost.

City Manager Steve Palen replied that he is asking for the Council's approval to apply for the grant, and he thinks the grant would get close to covering the expense of building a splash pad.

Director of Parks and Recreation Pat Minogue stated that it is an extensive process applying for the grant. The City will apply for the grant if the Council thinks it will be worth it.

Councilman Dettmers asked what the time frame is for getting the grant and the splash pad.

Director Minogue stated he thinks the application for the grant is due September 1, 2024.

Councilman Dettmers asked when construction would start if the City were awarded the grant.

Director Minogue stated that he does not know when the grant will be awarded after the September 1, 2024, grant deadline and he does not know what the time frame is after the grant is awarded.

City Manager Steve Palen stated that he thinks the grant will be awarded after 60 days. The construction for the splash pad could start in the fall and sit through winter and continue construction after winter but it would be better to wait to begin construction until after winter.

Councilman Dettmers asked how long it takes to build a splash pad.

Director Minogue stated that it would take two to three months to build a splash pad.

Councilman Dettmers asked if the construction could start in the spring and be completed in time for summer.

Director Minogue stated that it could potentially be completed by summer.

Councilman Plank asked what other projects will be on the list for possible funding.

Director Minogue stated that it is up to the Council to decide what other projects could be done. There has been talk about playgrounds in other parks. The grant is \$600,000 so it can be any project if the cost is less than \$600,000. It would be best to decide sooner rather than later because the application is due September 1, 2024.

City Manager Steve Palen stated that the City has talked about parks and playground equipment, but recently the City has done two or three projects that have been completed relating to parks and playground equipment. He stated that he wanted to know if a splash pad is something the Council would be interested in.

Discussion ensued regarding what to do with the grant money. Councilman Ayres asked if any current projects could be completed with the grant money. City Manager Steve Palen stated that the City cannot apply for a grant for a project that is under construction. He asked the same question about property acquisition. Director Minogue stated that on Wednesday, July 17, 2024, he is joining a webinar to review the application process. Councilman Tweedy stated that the City already has the property so it could be a good idea. Councilman Plank mentioned that West End Park could use updates. Councilman Ayres stated that before he decides, he would like to have suggestions in writing. Director Minogue and City Manager Steve Palen stated that getting suggestions in writing should be fine but it could be a rush to complete the application on time because the next City Council meeting is not until Monday, August 5, 2024. Councilman Ayres stated that the suggestions do not have to be given at the City Council meeting, they can be provided beforehand. Councilman Dettmers asked if the application asks for a specific location for the project. Director Minogue and City Manager Steve Palen stated that they have not seen the application yet, but the application will more than likely ask for a specific location. Councilman Dettmers stated he would like the West End Park to be developed. City Manager Steve Palen stated that the City could look into doing ballfield upgrades and adding a playground after tearing down what is already there. Director Minogue stated that after the webinar on Wednesday, July 17, 2024, he will share his ideas with the Council.

Mayor Stalcup stated that the Annual Ice Cream Social was held on Sunday, July 14, 2024. Director Minogue and his crew did a great job and there were about 600 bowls of ice cream given out.

ORDINANCE NO. 24-18: ORDINANCE AMENDING THE CITY CODE 90-7, TITLE XI: BUSINESS REGULATIONS, CHAPTER 112: ALCOHOLIC BEVERAGES, SECTION 112.25 LIMIT ON NUMBER OF LICENSES (E) CHANGING THE NUMBER OF RESTAURANT LIQUOR LICENSES (BEER AND WINE ONLY) IN DISTRICT 2 FROM THREE TO FOUR:

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

Councilman Ayres asked if there was a specific location for this.

City Manager Steve Palen stated that it is in the old Pizza Hut building, and they are bringing in an Italian restaurant.

Councilman Dettmers asked how soon the Italian restaurant will be open.

City Manager Steve Palen stated that he does not think the City has received any plans from them yet.

Building and Zoning Administrator Brad Wells stated that he has not been given the timeline for when the business plans to open but they have been working on the building.

The ordinance was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2072: A RESOLUTION AUTHORIZING A SUPPLEMENTAL PIPELINE CROSSING AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND UNION PACIFIC RAILROAD COMPANY:

Councilman Tweedy moved to approve a resolution authorizing a Supplemental Pipeline Crossing Agreement between the City of Wood River and Union Pacific Railroad Company, as submitted by the Director of Public Services, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

EASEMENT NO. 163: TEMPORARY CONSTRUCTION EASEMENT FROM THE RESIDENTS AT 326 HALLER FOR THE STATE STREET SEWER SEPARATION PROJECT:

Councilman Dettmers moved to approve a Temporary Construction Easement from the residents at 326 Haller for the State Street Sewer Separation 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)

APPROVED: REQUEST TO SEEK BIDS FOR EMERGENCY/MAINTENANCE ELECTRICAL, HVAC, PLUMBING, GENERATOR AND PEST CONTROL SERVICES FOR CITY FACILITIES:

Councilman Plank moved to approve a request to seek bids for emergency/maintenance electrical, HVAC, plumbing, generator, and pest control services for City facilities, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

APPROVED: REQUEST FROM KATHY & STEVE TWICHELL TO CLOSE COTTER STREET AT THE ENTRANCE OF WOOD RIVER DONUT TO THE ALLEY THAT IS WEST OF NO MAN'S LAND FOR A CELEBRATION AT NO MAN'S LAND ON SATURDAY AUGUST 24, 2024, FROM 12:00 PM TO 7:00 PM:

Councilman Ayres moved to approve a request from Kathy & Steve Twichell to close Cotter Street at the entrance of Wood River Donut to the alley that is west of No Man's Land for a celebration at No Man's Land on Saturday, August 24, 2024, from 12:00 pm to 7:00 pm, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

APPROVED: REQUEST TO ACCEPT THE BID FROM TEK CONSTRUCTION IN THE AMOUNT OF \$383,733.00 FOR THE WATER TREATMENT PLANT FILTER UNDERDRAIN AND MEDIA REPLACEMENT FOR FILTERS 1, 3, AND 4:

Councilman Plank moved to approve a request to accept the bid from TEK Construction in the amount of \$383,733.00 for the Water Treatment Plant Filter Underdrain and Media Replacement for Filters 1,3, and 4, as submitted by the Director of Public Services, seconded by Councilman Ayres

Councilman Dettmers asked Director Velloff to explain the timeline of the construction and how the City is going to finance this.

Director Velloff explained that the bids came in at about \$384,000. The next bid was about \$389,000. There were a couple of good bids there; however, the budget for the project was \$220,000. He called the TEK contractor and asked him if he could work with the City and try to sequence the work and the final payment from the City would be in the next fiscal year and TEK Construction agreed to do that.

City Manager Steve Palen stated that the City had replaced one filter that was an emergency about four or five years ago that was roughly 60 thousand dollars, which is why 220 thousand was budgeted but it was not enough.

The request was approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: City Attorney John Hackett thanked the Council, City Clerk Danielle Sneed, City Manager Steve Palen, and Mayor Stalcup for allowing him to serve as the City Attorney. He stated that it has been a pleasure to work with the City Council and that this is a City that is led by people who truly care, he and City Attorney Mike McGinley have gotten to see that throughout the state, and they see it here in Wood River. He stated that he is excited to see what is going to happen after this. City Attorney Katie Warren will be taking over for City Attorney John Hackett. City Attorney John Hackett thanked Chief Wells, Chief Stahlhut, Finance Director Karen Weber, and Director of Parks and Recreation Pat Minogue. City Attorney Katie Warren will do the same work as John Hackett did with City Attorney Mike McGinley. City Attorney John Hackett stated that City Attorney Katie Warren is exceptionally good. She came to Lewis Brisbois Bisgaard and Smith LLP

from the State's Attorney's Office around April of this year.

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

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Mayor

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City Clerk



#3

DATE: 07/05/2024  
TIME: 09:47:02  
ID: AP4430ZN.WOW

CITY OF WOOD RIVER  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/31/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GOLF COURSE				
GOLF CONCESSIONS				
CONCESSION EXPENSES				
5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	50-53-4-0574	228.60
5487		ALCOHOL -GOLF COURSE	50-53-4-0574	561.05
		TOTAL CONCESSION EXPENSES		789.65
		TOTAL GOLF CONCESSIONS		789.65
		TOTAL GOLF COURSE		789.65
		TOTAL ALL FUNDS		789.65

DATE: 07/05/2024  
TIME: 09:47:02  
ID: AP4430ZN.WOW

CITY OF WOOD RIVER  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/31/2024

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

GOLF COURSE				789.65
TOTAL --- ALL FUNDS				<u>789.65</u>

INVOICES DUE ON/BEFORE 09/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GENERAL FUND</b>				
<b>LEGISLATIVE</b>				
<b>LEGISLATIVE EXP</b>				
1015	QUILL	BINDER CLIPS	10-11-4-0519	42.96
1131	SOUTHWESTERN ILLINOIS COUNCIL	JULY 2024 SWICOM - T STALCUP	10-11-4-0659	35.00
1131		JULY 2024 SWICOM - S PALEN	10-11-4-0659	35.00
1131		JULY 2024 SWICOM - B WELLS	10-11-4-0659	35.00
333	BUDGET SIGNS TROPHIES & PLAQUE	APPEARANCE AWARDS	10-11-4-0756	30.00
5070	CARROT TOP INDUSTRIES	CITY FLAG-DOWNTOWN PARKING LOT	10-11-4-0756	250.69
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-11-4-0511	166.67
5793	HEARST COMMUNICATIONS INC	PUBLIC HEARING - B&Z	10-11-4-0741	175.99
5793		WATER TREATMENT PLANT - BIDS	10-11-4-0741	284.57
981	UTILITRA	JULY 2024 - IT SERVICES	10-11-4-0796	92.25
TOTAL LEGISLATIVE EXP				1,148.13
TOTAL LEGISLATIVE				1,148.13
<b>ADMINISTRATION</b>				
<b>ADMINISTRATION EXP</b>				
1015	QUILL	DEPUTY CLERK - INK	10-12-4-0514	239.99
1015		10X13 CLASP ENVELOPES	10-12-4-0519	71.98
1015		DEPUTY CLERK - INK	10-12-4-0514	75.99
333	BUDGET SIGNS TROPHIES & PLAQUE	NAME PLATE - CITY ATTORNEY	10-12-4-0599	11.50
4709	WEX BANK	JULY 2024 - GASOLINE	10-12-4-0521	132.97
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-12-4-0511	166.67
6096	AMERICAN LEGAL PUBLISHING CORP	ONLINE - RECODIFICATION	10-12-4-0792	80.00
6135	ACC BUSINESS	6/11-7/10/2024 - TELEPHONES	10-12-4-0786	136.11
981	UTILITRA	JULY 2024 - IT SERVICES	10-12-4-0796	372.55
TOTAL ADMINISTRATION EXP				1,287.76
TOTAL ADMINISTRATION				1,287.76
<b>FINANCE</b>				
<b>FINANCE EXP</b>				
1015	QUILL	9X12 ENVELOPES	10-13-4-0519	51.99
1015		5 BOXES OF COPY PAPER	10-13-4-0519	174.95
130	WILLIAMS OFFICE PRODUCTS	TYPEWRITER MAINT 7/1-6/30/25	10-13-4-0751	175.00
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-13-4-0511	79.16
5998	SMARTBILL	POSTAGE - WATER BILLS	10-13-4-0511	2,208.14
5998		PRINTING - WATER BILLS	10-13-4-0742	748.85
6135	ACC BUSINESS	6/11-7/10/2024 - TELEPHONES	10-13-4-0786	136.11
6309	GREAT AMERICA FINANCIAL SVCS.	POSTAGE MACHINE LEASE AUG '24	10-13-4-0863	165.00
981	UTILITRA	JULY 2024 - IT SERVICES	10-13-4-0796	1,070.75
TOTAL FINANCE EXP				4,809.95
TOTAL FINANCE				4,809.95
<b>ANIMAL CONTROL</b>				
<b>ANIMAL CONTROL EXP</b>				
4730	MADISON COUNTY ANIMAL CARE	ANIMAL PICKUPS MAY-JUNE 2024	10-14-4-0747	320.00
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-14-4-0511	25.00
TOTAL ANIMAL CONTROL EXP				345.00
TOTAL ANIMAL CONTROL				345.00
<b>BUILDING AND ZONING</b>				
<b>BUILDING AND ZONING EXP</b>				
1015	QUILL	INK - B&Z	10-16-4-0514	58.99
2749	CLEARY'S SHOES & BOOTS	UNIFORM BOOTS - KESHNER	10-16-4-0594	161.95
4039	ACE HARDWARE OF BETHALTO	WEED KILLER	10-16-4-0599	35.98
4039		PLYWOOD & SCREWS - 434 KORRECK	10-16-4-0599	118.67
4039		2 GALLON GARDEN SPRAYER	10-16-4-0589	20.69
4709	WEX BANK	JULY 2024 - GASOLINE	10-16-4-0521	756.82
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-16-4-0511	150.00

INVOICES DUE ON/BEFORE 09/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
BUILDING AND ZONING				
BUILDING AND ZONING EXP				
540	FISCHER LUMBER COMPANY	BOARD UP GARAGE @ HARNETT	10-16-4-0599	14.16
540		BOARD UP GARAGE @ HARNETT	10-16-4-0599	171.27
6135	ACC BUSINESS	6/11-7/10/2024 - TELEPHONES	10-16-4-0786	68.05
905	N GENERAL AUTO ELECTRIC	THROTTLE CABLE - MOWER	10-16-4-0589	43.50
981	UTILITRA	JULY 2024 - IT SERVICES	10-16-4-0796	198.25
TOTAL BUILDING AND ZONING EXP				1,798.33
TOTAL BUILDING AND ZONING				1,798.33
STREET LIGHTING				
STREET LIGHTING EXP				
100	GRP WEGMAN COMPANY	SIGNAL REPAIR-WR AVE@E'VILLE	10-17-4-0759	111.36
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	10-17-4-0789	1,072.31
4163		JUNE 2024 - AMEREN	10-17-4-0788	8,527.50
TOTAL STREET LIGHTING EXP				9,711.17
TOTAL STREET LIGHTING				9,711.17
CITY HALL MAINTENANCE				
CITY HALL MAINTENANCE EXP				
1245	CITY OF WOOD RIVER	WATER-WR CITY HALL - SPRINKLER	10-19-4-0781	6.50
1245		WATER-WOOD RIVER CITY HALL	10-19-4-0781	46.12
348	CR SYSTEMS	PAPER PRODUCTS	10-19-4-0541	40.00
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	10-19-4-0783	1,375.10
5515	THE WINDOW MAN, INC	QTRLY WINDOW CLEANING	10-19-4-0752	125.00
5915	KANE MECHANICAL GROUP, LLC	THAWED AC UNIT #7, ADDED 427-A	10-19-4-0792	366.00
6135	ACC BUSINESS	6/11-7/10/2024 - TELEPHONES	10-19-4-0786	204.17
6341	TANKS PEST CONTROL, LLC	CITY HALL - AIR FRESHENERS	10-19-4-0752	24.00
6345	CHARTER COMMUNICATIONS	7/22-8/21/2024-111 N WR AVE	10-19-4-0786	193.60
TOTAL CITY HALL MAINTENANCE EXP				2,380.49
TOTAL CITY HALL MAINTENANCE				2,380.49
STREET MAINTENANCE				
STREET MAINTENANCE				
1060	ROD'S SERVICE INCORPORATED	O2 & ACETYLENE TANK RENTAL	10-21-4-0544	23.93
1104	SIEVERS EQUIPMENT COMPANY	MOWER BELT - HUSTLER	10-21-4-0529	31.67
1336	LOWE'S COMPANIES INCORPORATED	ITEMS-DOOR INSTALL @ 14TH ST	10-21-4-0529	79.62
1713	WAL-MART COMMUNITY	BUG SPRAY, PENS, PENCILS	10-21-4-0599	30.50
1777	TOP SECRET DESIGNS	APPLY CITY LOGO TO TRUCK	10-21-4-0719	100.00
2025	FEDERICO CHRYSLER DODGE	FUEL GROMMET	10-21-4-0529	20.90
2159	CHARTER COMMUNICATIONS	7/7-8/6/2024 - S. 14TH ST	10-21-4-0786	231.03
2749	CLEARY'S SHOES & BOOTS	BOOTS - ZANGORI	10-21-4-0594	231.74
3984	AUTO ZONE	RETURN FILLER NECK GROMMET	10-21-4-0529	-10.99
3984		OIL FILTER	10-21-4-0529	2.99
3984		BRAKES & ROTORS	10-21-4-0529	408.55
3984		BRAKE CLEANER, WIPER FLUID	10-21-4-0529	73.81
3984		OIL FILTER, FUEL FILTER	10-21-4-0529	51.26
3984		OIL FILTER	10-21-4-0529	2.99
3984		OIL FILTER, AIR FILTER	10-21-4-0529	16.38
3984		BATTERY	10-21-4-0529	398.97
3984		CALIPER BRACKETS	10-21-4-0529	57.99
3984		HIGH TEMP GREASE	10-21-4-0529	7.91
3984		GASKET	10-21-4-0529	50.38
4039	ACE HARDWARE OF BETHALTO	DOOR HANDLE, LOCK, PLYWOOD	10-21-4-0599	171.17
4039		PROPANE	10-21-4-0529	12.92
4039		ACRYLIC SHEET, WINDEX	10-21-4-0599	58.12
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	10-21-4-0783	2,269.44
4709	WEX BANK	JULY 2024 - GASOLINE	10-21-4-0521	2,421.12
5192	O'REILLY AUTO PARTS	WIPER BLADES, COIL	10-21-4-0529	65.99
5192		GLOVES, POCKET KNIFE	10-21-4-0529	28.98
5420	D&D TIRE SERVICE LLC.	TIRES (6)	10-21-4-0719	946.62
5420		TIRES (4)	10-21-4-0719	1,481.18

INVOICES DUE ON/BEFORE 09/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET MAINTENANCE				
STREET MAINTENANCE				
5978	RUSH TRUCK CENTERS OF MISSOURI	TANK, VALVE AND DASH CONTROL	10-21-4-0529	1,768.68
5978		SPRING BRAKE, FUEL FILTER	10-21-4-0529	550.28
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	10-21-4-0783	168.09
6124	NATION & FLETCHER INC.	HIGH LIFT INSPECTION	10-21-4-0719	250.00
981	UTILITRA	JULY 2024 - IT SERVICES	10-21-4-0796	70.25
TOTAL STREET MAINTENANCE				12,072.47
TOTAL STREET MAINTENANCE				12,072.47
PARKS AND RECREATION				
PARKS AND REC EXP				
1110	SIPRA MEMBERSHIP	SIPRA 2024 - P MINOGUE	10-24-4-0619	15.00
1110		SIPRA 2024 - D WONG	10-24-4-0619	15.00
1110		SIPRA 2024 - T LAFFERTY	10-24-4-0619	15.00
1245	CITY OF WOOD RIVER	WATER-PLAYGROUND BLDG EAST END	10-24-4-0781	8.14
1245		WATER-WOOD RIVER ROUND HOUSE	10-24-4-0781	8.14
1245		WATER-WEST END PARK	10-24-4-0781	8.14
1245		WATER-6TH STREET PARK	10-24-4-0781	356.15
1713	WAL-MART COMMUNITY	6TH STREET CONCESSIONS	10-24-4-0304	19.96
1713		6TH STREET CONCESSIONS	10-24-4-0304	6.48
1713		ROUNDHOUSE - COFFEE CUPS	10-24-4-0304	21.98
1713		6TH STREET CONCESSIONS	10-24-4-0304	169.26
2732	TOM EBERLIN	UMP PAYROLL - 6/24-7/12/24	10-24-4-0308	300.00
333	BUDGET SIGNS TROPHIES & PLAQUE	BELK PARK MEMORIAL TREE PLAQUE	10-24-4-0305	55.00
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	10-24-4-0783	1,794.96
4255	REIS SERVICES INC.	6TH STREET CONCESSIONS	10-24-4-0304	144.50
4709	WEX BANK	JULY 2024 - GASOLINE	10-24-4-0521	240.36
4751	MARK A. ZIPPRICH	UMP PAYROLL - 6/24-7/12/24	10-24-4-0308	200.00
5915	KANE MECHANICAL GROUP, LLC	ROUNDHOUSE BACKFLOW TEST	10-24-4-0792	214.00
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	10-24-4-0783	127.16
6121	WILLIAM R JONES	UMP PAYROLL - 6/24-7/12/24	10-24-4-0308	200.00
6193	JADA JOHNSON	UMP PAYROLL - 6/24-7/12/24	10-24-4-0308	100.00
6341	TANKS PEST CONTROL, LLC	6TH ST. PARK - AIR FRESHENERS	10-24-4-0752	18.00
6341		ROUND HOUSE - AIR FRESHENERS	10-24-4-0752	12.00
6355	MAXINE LANMAN	UMP PAYROLL - 6/24-7/12/24	10-24-4-0308	100.00
6356	SPORTSCON LLC	DWIGGINS - BACKSTOP/KNEEWALL	10-24-4-0916	18,940.00
890	CHARLES MORTON	UMP PAYROLL - 6/24-7/12/24	10-24-4-0308	500.00
981	UTILITRA	JULY 2024 - IT SERVICES	10-24-4-0796	501.00
TOTAL PARKS AND REC EXP				24,090.23
TOTAL PARKS AND RECREATION				24,090.23
PARK MAINTENANCE				
PARK MAINTENANCE EXP				
100	GRP WEGMAN COMPANY	PITCHING MACHINE RECEPTACLE	10-25-4-0792	592.24
1104	SIEVERS EQUIPMENT COMPANY	BRUSH HOG GEAR BOX REPLACEMENT	10-25-4-0529	770.79
1104		GEAR BOX PARTS	10-25-4-0529	287.74
1104		CASE TRACTOR REPLACEMENT BELT	10-25-4-0529	31.67
1245	CITY OF WOOD RIVER	WATER-312 LINTON	10-25-4-0781	8.14
1245		WATER-SOCCER PARK	10-25-4-0781	6.50
348	CR SYSTEMS	PAPER PRODUCTS	10-25-4-0541	45.50
4039	ACE HARDWARE OF BETHALTO	RETURN WATER FOUNTAIN SUPPLIES	10-25-4-0569	-22.10
4039		WEED EATER HEADS	10-25-4-0589	54.00
4039		RUST & PAINT REMOVER DISC	10-25-4-0589	10.79
4039		PROPANE REFILL	10-25-4-0529	27.64
4039		WASP & HORNET SPRAY	10-25-4-0561	16.00
4039		BIKE RACK FASTENER	10-25-4-0589	20.44
4039		RH PLAYGROUND FASTENERS	10-25-4-0589	1.02
4039		WEED EATER STRING, BATTERIES	10-25-4-0529	80.97
4039		WEED EATER HEADS-REPLACEMENT	10-25-4-0529	54.00
4039		STRAP HANGER - 6TH ST ZIP LINE	10-25-4-0589	5.39
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	10-25-4-0783	170.75
4709	WEX BANK	JULY 2024 - GASOLINE	10-25-4-0521	1,134.00
5420	D&D TIRE SERVICE LLC.	TIRE - PARK MAINT TRUCK	10-25-4-0719	205.52
5420		TIRE - PARK MAINT TRAILER	10-25-4-0719	105.50

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARK MAINTENANCE				
PARK MAINTENANCE EXP				
5547	ADVANCE STORES CO., INC	BRUSH HOG BATTERY	10-25-4-0529	80.39
5547		MOWER BATTERY	10-25-4-0529	147.39
5589	ADVANCED TURF SOLUTIONS, INC.	BATTERY CHARGER - POWER TOOLS	10-25-4-0589	134.25
5713	MEDFORD OIL COMPANY	GASOLINE - LAWN MOWERS	10-25-4-0521	1,410.86
5915	KANE MECHANICAL GROUP, LLC	14TH ST PARK TOILET REPAIR	10-25-4-0792	1,275.83
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	10-25-4-0783	80.96
		TOTAL PARK MAINTENANCE EXP		6,736.18
		TOTAL PARK MAINTENANCE		6,736.18
DISASTER PREP				
DISASTER PREP				
100	GRP WEGMAN COMPANY	REPAIR STORM SIRENS	10-26-4-0599	4,960.00
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	10-26-4-0783	99.43
		TOTAL DISASTER PREP		5,059.43
		TOTAL DISASTER PREP		5,059.43
POLICE				
POLICE				
100	GRP WEGMAN COMPANY	RESET CHILLERS	10-27-4-0792	386.72
1112	SLAYDEN GLASS INCORPORATED	REPLACE WINDOW - PD LOBBY	10-27-4-0792	564.77
1245	CITY OF WOOD RIVER	WATER-WR POLICE STATION	10-27-4-0781	109.42
1334	MAJOR CASE SQUAD	2024 ANNUAL MCS FEE	10-27-4-0619	250.00
1713	WAL-MART COMMUNITY	2 CASES OF BOTTLED WATER	10-27-4-0599	10.72
1713		PRISONER FOOD	10-27-4-0592	115.56
333	BUDGET SIGNS TROPHIES & PLAQUE	LOCKER MAGNET - CHALCRAFT	10-27-4-0599	3.00
333		BADGES FOR RETIRED OFFICERS	10-27-4-0599	40.00
333		KEY RINGS - GUN LOCKERS	10-27-4-0599	72.00
3705	ILEAS	ANNUAL DUES - 7/1/24-6/30/25	10-27-4-0619	120.00
4039	ACE HARDWARE OF BETHALTO	ROUNDUP	10-27-4-0549	44.99
4039		REFILL - PROPANE TANK	10-27-4-0549	10.77
4709	WEX BANK	JULY 2024 - GASOLINE	10-27-4-0521	3,533.23
5204	OATES ASSOCIATES, INC	'24 PIPELINE BRIDGE INSPECTION	10-27-4-0792	1,000.00
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-27-4-0511	141.67
5515	THE WINDOW MAN, INC	WINDOW CLEANING	10-27-4-0754	265.00
5667	ZUMWALT CORPORATION	GARAGE DOOR B DOOR STUCK OPEN	10-27-4-0792	420.00
5854	TRANS UNION LLC	CREDIT CHECKS - NEW EMPLOYEE	10-27-4-0499	41.48
5990	AT&T MOBILITY	7/2-8/1/2024 - CELL PHONES	10-27-4-0786	86.79
6135	ACC BUSINESS	6/11-7/10/2024 - TELEPHONES	10-27-4-0786	136.11
6242	ILLINOIS DEPARTMENT OF	IWIN SERVICES	10-27-4-0306	30.00
6357	SNOW PRO PARTS, SALES&SERVICE	INSTALL FLATBED - FORD F-450	10-27-4-0929	5,724.00
778	LEON UNIFORM COMPANY	UNIFORM HATS	10-27-4-0594	548.00
946	RAY O'HERRON COMPANY	CADET BADGE	10-27-4-0594	92.38
946		PANTS (2) - #165	10-27-4-0594	185.93
981	UTILITRA	JULY 2024 - IT SERVICES	10-27-4-0796	4,287.60
981		IWIN, DIGITICKET LICENSE RENEW	10-27-4-0306	773.70
		TOTAL POLICE		18,993.84
		TOTAL POLICE		18,993.84
FIRE				
FIRE EXP				
1245	CITY OF WOOD RIVER	WATER-WOOD RIVER FIRE STATION	10-28-4-0781	122.08
1713	WAL-MART COMMUNITY	ASPIRIN	10-28-4-0551	2.88
1713		OFFICE SUPPLIES	10-28-4-0519	24.92
299	BANNER FIRE EQUIPMENT	TRUFUEL - SMALL ENGINES	10-28-4-0529	102.99
299		WASHER FLUID RESEVOIR - 4214	10-28-4-0529	132.93
3230	ZOLL MEDICAL CORPORATION	FINGER PROBE REPLACEMENT	10-28-4-0551	309.14
3833	HSI EMERGENCY CARE SOLUTIONS	KINDER MORGAN - CPR CARDS TBR	10-28-4-0679	99.97
3833		WRFD INSTRUCTOR RENEWAL	10-28-4-0679	75.00
4039	ACE HARDWARE OF BETHALTO	SCBA HOT WATER & SINK REPAIR	10-28-4-0549	103.79
4039		PAINTING SUPPLIES	10-28-4-0549	17.62

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GENERAL FUND</b>				
<b>FIRE</b>				
<b>FIRE EXP</b>				
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	10-28-4-0783	1,649.88
4709	WEX BANK	JULY 2024 - GASOLINE	10-28-4-0521	1,557.79
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	10-28-4-0511	25.00
5547	ADVANCE STORES CO., INC	REPLACE TAIL LIGHTS ON 4213	10-28-4-0529	37.98
5547		AC REPAIR WORK ON 4233	10-28-4-0719	30.72
5547		RETURN SOLENOID	10-28-4-0719	-20.93
5547		WIPER BLADES	10-28-4-0529	50.90
5990	AT&T MOBILITY	JUNE 2024 - CELL PHONE	10-28-4-0786	42.16
5990		JUNE 2024 - IPADS	10-28-4-0753	181.20
6044	CASHION FIRE EQUIPMENT, LLC	REAR AXLE SEALS+BRAKES - 4233	10-28-4-0719	5,824.58
6066	MALLORY SAFETY & SUPPLY LLC	O2 SENSOR REPLACEMENTS	10-28-4-0719	310.57
6246	AIRGAS USA, LLC (S144)	OXYGEN	10-28-4-0551	51.00
6345	CHARTER COMMUNICATIONS	7/22-8/21/2024-501 E E'VILLE	10-28-4-0786	433.30
6345		7/18-8/17/24 501 E E'VILLE	10-28-4-0786	709.00
6359	PHASE INT'L	BINDER LIFT REPLACEMENT	10-28-4-0551	353.50
778	LEON UNIFORM COMPANY	PANTS (3), BOOTS - STAIKOFF	10-28-4-0594	304.45
778		PANTS (3), BOOTS - CHILDERS	10-28-4-0594	304.45
778		PANTS, BELT, BOOTS - GERNER	10-28-4-0594	402.95
981	UTILITRA	JULY 2024 - IT SERVICES	10-28-4-0796	731.90
TOTAL FIRE EXP				13,971.72
TOTAL FIRE				13,971.72
<b>POLICE COMMUNICATIONS</b>				
<b>POLICE COMMUNICATIONS EXP</b>				
299	BANNER FIRE EQUIPMENT	COMMUNICATION BADGES-DISPATCH	10-40-4-0594	291.00
333	BUDGET SIGNS TROPHIES & PLAQUE	LOCKER MAGNETS - NEW DISPATCH	10-40-4-0599	12.00
333		"SEALED" STAMP	10-40-4-0519	48.50
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	10-40-4-0783	55.81
6345	CHARTER COMMUNICATIONS	7/22-8/21/2024 - INTERNET	10-40-4-0786	2,381.86
TOTAL POLICE COMMUNICATIONS EXP				2,789.17
TOTAL POLICE COMMUNICATIONS				2,789.17
TOTAL GENERAL FUND				105,193.87
<b>MOTOR FUEL TAX</b>				
<b>MFT</b>				
<b>MFT EXP</b>				
4264	CHRIST BROTHERS	BITUMINOUS PATCHING	21-00-4-0552	346.50
TOTAL MFT EXP				346.50
TOTAL MFT				346.50
TOTAL MOTOR FUEL TAX				346.50
<b>INSURANCE</b>				
<b>INSURANCE</b>				
<b>INSURANCE EXP</b>				
6058	IPBC	AUGUST 2024 - DENTAL INSURANCE	23-00-4-0846	5,494.66
6058		AUGUST 2024 - ADMIN EXPENSE	23-00-4-0840	48.60
6058		AUGUST 2024 - LIFE INSURANCE	23-00-4-0844	513.88
6058		AUGUST 2024 - HEALTH INSURANCE	23-00-4-0845	120,827.68
6058		AUGUST 2024 - VISION INSURANCE	23-00-4-0850	486.99
TOTAL INSURANCE EXP				127,371.81
TOTAL INSURANCE				127,371.81
TOTAL INSURANCE				127,371.81

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>LIBRARY</b>				
LIBRARY				
LIBRARY EXPENSES				
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	25-00-4-0783	189.65
5709	CONSTELLATION NEW ENERGY, INC	4/25-5/24/2024-326 E FERGUSON	25-00-4-0783	-137.10
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	25-00-4-0783	74.91
TOTAL LIBRARY EXPENSES				127.46
TOTAL LIBRARY				127.46
TOTAL LIBRARY				127.46
<b>WATER</b>				
PUBLIC SERVICES ADMIN				
PUBLIC SERVICES ADMIN EXPENSES				
1713	WAL-MART COMMUNITY	COMMAND HOOKS	30-00-4-0599	19.96
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	92.00
5688	OFFICE DEPOT	PAPER TOWELS	30-00-4-0599	263.47
5688		BINDER & PENS	30-00-4-0519	40.38
5688		STAPLER, PENS, SHARPIES	30-00-4-0519	54.38
6345	CHARTER COMMUNICATIONS	7/22-8/21/2024-100 ANDERSON	30-00-4-0786	289.94
6345		7/22-8/21/2024-100 ANDERSON	30-00-4-0786	7.87
981	UTILITRA	JULY 2024 - IT SERVICES	30-00-4-0796	143.25
TOTAL PUBLIC SERVICES ADMIN EXPENSES				965.42
TOTAL PUBLIC SERVICES ADMIN				965.42
<b>WATER DISTRIBUTION</b>				
WATER DISTRIBUTION EXPENSES				
1084	SCHULTE SUPPLY INCORPORATED	MARKING FLAGS, HANDY WIPES	30-31-4-0531	54.40
1336	LOWE'S COMPANIES INCORPORATED	PAVERS	30-31-4-0599	10.80
1336		PAVERS	30-31-4-0599	7.92
1713	WAL-MART COMMUNITY	PHONE CHARGER - DONOHOO	30-31-4-0599	44.51
1713		PAPER PRODUCTS, TIDE	30-31-4-0541	94.91
1713		SCOTCH TAPE	30-31-4-0531	12.72
1713		PHONE CASE & CHARGER	30-31-4-0599	36.76
1713		PHONE CASE & CHARGER	30-31-4-0599	29.86
2600	CORE & MAIN LP	METERS	30-31-4-0581	5,443.36
3506	TEKLAB INCORPORATED	JUNE 2024 - WATER ANALYSIS	30-31-4-0779	367.00
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	30-31-4-0783	1,571.76
4709	WEX BANK	JULY 2024 - GASOLINE	30-31-4-0521	979.04
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	30-31-4-0511	100.00
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	30-31-4-0783	22.96
981	UTILITRA	JULY 2024 - IT SERVICES	30-31-4-0796	70.25
TOTAL WATER DISTRIBUTION EXPENSES				8,846.25
TOTAL WATER DISTRIBUTION				8,846.25
<b>WATER PLANT</b>				
WATER PLANT EXPENSES				
2159	CHARTER COMMUNICATIONS	7/11-8/10/2024-SCADA INTERNET	30-32-4-0786	203.08
4122	HYDRO KINETICS	LIME SLAKER CONTROL WORK	30-32-4-0719	1,250.00
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	30-32-4-0783	7,471.39
4216	MLDS	QUICKLIME DELIVERY	30-32-4-0798	1,018.82
4557	TITAN INDUSTRIAL CHEMICALS LLC	HAND SOAP	30-32-4-0531	128.00
4557		GLOVES	30-32-4-0531	390.00
4709	WEX BANK	JULY 2024 - GASOLINE	30-32-4-0521	67.51
5115	USA BLUEBOOK	FILTERS	30-32-4-0551	138.28
5115		RESPIRATORS	30-32-4-0589	98.74
5115		TESTING SUPPLIES	30-32-4-0551	1,014.67
5423	ILLINOIS OFFICE OF THE STATE	BOILER INSP - WWTP	30-32-4-0719	140.00
5529	MERRICK INDUSTRIES INC.	REPAIR-LIME SLAKER CONTROL	30-32-4-0529	3,192.00
56	AMERICAN WATERWORKS ASSOC	AWWA MEMBERSHIP - JOSE	30-32-4-0619	252.00
56		AWWA MEMBERSHIP - BURRIS	30-32-4-0619	252.00



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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>WATER</b>				
WATER PLANT				
WATER PLANT EXPENSES				
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	30-32-4-0783	74.98
6316	PVS DX INC	CHLORINE	30-32-4-0555	4,191.44
6360	ALTON FENCE AND GATE	FENCE REPAIR @ WATER PLANT	30-32-4-0719	600.00
873	MISSISSIPPI LIME COMPANY	PEBBLE QUICKLILME	30-32-4-0553	6,267.09
941	NORTHERN SAFETY COMPANY	SAFETY GLASSES	30-32-4-0531	149.50
981	UTILITRA	JULY 2024 - IT SERVICES	30-32-4-0796	70.25
TOTAL WATER PLANT EXPENSES				26,969.75
TOTAL WATER PLANT				26,969.75
TOTAL WATER				36,781.42
<b>SEWER</b>				
SEWER COLLECTIONS				
SEWER COLLECTIONS EXPENSES				
1336	LOWE'S COMPANIES INCORPORATED	CARPET, GLUE - COMPOST SHED	40-41-4-0531	146.38
4163	AMEREN ILLINOIS	6/6-7/9/24 - 1917 E'VILLE	40-41-4-0783	377.66
4163		JUNE 2024 - AMEREN	40-41-4-0783	1,952.87
4709	WEX BANK	JULY 2024 - GASOLINE	40-41-4-0521	844.91
5391	ILLINOIS EPA C/O AMALGAMATED	SEPT 2024 - SEWER SEPARATION	40-41-4-0863	200,211.16
5391		SEPT 2024 - SEWER SEPARATION	40-41-4-0862	25,160.99
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	40-41-4-0783	142.27
TOTAL SEWER COLLECTIONS EXPENSES				228,836.24
TOTAL SEWER COLLECTIONS				228,836.24
<b>SEWER PLANT</b>				
SEWER PLANT EXPENSES				
1004	VEOLIA WATER NORTH AMERICA	AUGUST 2024 -- CONTRACT OPS	40-42-4-0791	83,495.58
1004		RAS METER REPLACEMENT	40-42-4-0939	30,103.15
1004		PRESS PUMP VFD	40-42-4-0939	4,738.43
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	40-42-4-0783	7,085.43
5709	CONSTELLATION NEW ENERGY, INC	4/25-5/24/2024-559 STATE AID R	40-42-4-0783	7,661.05
5995	CONSTELLATION NEWENERGY - GAS	JUNE 2024 - CONSTELLATION	40-42-4-0783	62.72
TOTAL SEWER PLANT EXPENSES				133,146.36
TOTAL SEWER PLANT				133,146.36
TOTAL SEWER				361,982.60
<b>GOLF COURSE</b>				
GOLF MAINTENANCE				
GOLF MAINT EXPENSES				
4543	MTI DISTRIBUTING INC	MOWER PARTS	50-51-4-0564	812.42
4543		MOWER PARTS	50-51-4-0564	146.60
TOTAL GOLF MAINT EXPENSES				959.02
TOTAL GOLF MAINTENANCE				959.02
<b>GOLF CLUBHOUSE</b>				
CLUBHOUSE EXPENSES				
1245	CITY OF WOOD RIVER	WATER-BELK PARK MAINT BLDG	50-52-4-0781	56.45
1245		WATER-BELK - CLUB HOUSE	50-52-4-0781	20.80
1245		WATER-BELK - NORTH BATHROOM	50-52-4-0781	17.60
1245		WATER-BELK - NORTH PAVILION	50-52-4-0781	6.50
1245		WATER-BELK - BATHROOMS	50-52-4-0781	12.05
1245		WATER-BELK - DRINK FOUNTAINS	50-52-4-0781	6.50
1245		WATER-BELK - SOUTH BATHROOM	50-52-4-0781	12.05
1245		WATER-BELK PARK OASIS	50-52-4-0781	20.80
1713	WAL-MART COMMUNITY	ANT TRAPS	50-52-4-0541	4.18
1713		PAPER CLIPS	50-52-4-0519	8.10

INVOICES DUE ON/BEFORE 09/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GOLF COURSE</b>				
<b>GOLF CLUBHOUSE</b>				
<b>CLUBHOUSE EXPENSES</b>				
1713		PAPER TOWELS, TRASH BAGS	50-52-4-0541	44.96
3701	GOLF MAX	RANGE BALL BAGS	50-52-4-0588	373.01
3701		PENCILS FOR GOLFERS	50-52-4-0599	135.00
4039	ACE HARDWARE OF BETHALTO	ZIP TIES - DRIVING RANGE NET	50-52-4-0599	16.53
4163	AMEREN ILLINOIS	JUNE 2024 - AMEREN	50-52-4-0783	2,410.86
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	50-52-4-0511	8.33
5430	ACUSHNET CO	GOLF SHIRTS - RESALE	50-52-4-0579	520.94
5430		GOLF HATS - RESALE	50-52-4-0579	43.75
5430		GOLF BALLS - RESALE	50-52-4-0579	67.49
5430		GOLF HATS - RESALE	50-52-4-0579	43.75
5430		GOLF HATS - RESALE	50-52-4-0579	102.90
5430		GOLF BALLS - RESALE	50-52-4-0579	253.26
5430		GOLF BALLS - RESALE	50-52-4-0579	1,248.47
5709	CONSTELLATION NEW ENERGY, INC	5/19-6/19/2024-BELK PARK	50-52-4-0786	309.34
5713	MEDFORD OIL COMPANY	GASOLINE - GOLF CARTS	50-52-4-0521	791.58
5713		GASOLINE - GOLF CARTS	50-52-4-0521	545.82
5915	KANE MECHANICAL GROUP, LLC	BACKFLOW TESTING	50-52-4-0792	208.00
5915		FIRELINE BACKFLOW - REBUILD	50-52-4-0792	3,311.10
669	ILLINOIS DEPARTMENT OF REVENUE	SALES TAX - MERCHANDISE	50-52-4-0573	693.00
750	PING INCORPORATED	SPECIAL ORDER-CM BOYS HS GOLF	50-52-4-0578	1,712.76
		TOTAL CLUBHOUSE EXPENSES		13,005.88
		TOTAL GOLF CLUBHOUSE		13,005.88
<b>GOLF CONCESSIONS</b>				
<b>CONCESSION EXPENSES</b>				
1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	50-53-4-0574	275.00
1713	WAL-MART COMMUNITY	SODA LIDS	50-53-4-0572	179.94
1713		CONCESSIONS	50-53-4-0571	84.28
1713		CUPS & LIDS	50-53-4-0572	122.06
1713		CONCESSIONS	50-53-4-0571	406.04
1713		SODA & CHIPS - GOLF TOURNAMENT	50-53-4-0571	52.56
1713		32 OZ CUPS	50-53-4-0572	32.46
1713		CONCESSIONS	50-53-4-0571	225.26
1713		CONCESSIONS	50-53-4-0571	254.70
1713		CONCESSIONS SUPPLIES	50-53-4-0572	97.70
1713		CONCESSIONS	50-53-4-0571	274.72
5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	50-53-4-0574	1,280.05
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	180.50
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	1,007.50
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	192.60
5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	50-53-4-0574	570.40
5496		ALCOHOL - GOLF COURSE	50-53-4-0574	286.10
5540	REIS SERVICES INC	HOT DOGS & BRATS	50-53-4-0571	863.50
669	ILLINOIS DEPARTMENT OF REVENUE	SALES TAX - CONCESSIONS	50-53-4-0573	1,617.00
		TOTAL CONCESSION EXPENSES		8,002.37
		TOTAL GOLF CONCESSIONS		8,002.37
		TOTAL GOLF COURSE		21,967.27
<b>CAP IMPROVEMENTS AND DEVELOP</b>				
<b>CAP IMPROVEMENTS AND DEVELOP</b>				
<b>CID EXPENSES</b>				
1713	WAL-MART COMMUNITY	ICE CREAM SOCIAL - PIES	87-00-4-0574	140.88
1713		ICE CREAM SOCIAL - WATER+BOWLS	87-00-4-0574	91.20
1713		ICE CREAM SOCIAL - SYRUP	87-00-4-0574	55.22
1713		ICS - SPRINKLES + SCOOPS	87-00-4-0574	33.74
1713		ICE CREAM SOCIAL - GIFT CARDS	87-00-4-0574	40.00
4657	NORTH STAR DISTRIBUTING	ICE CREAM SOCIAL - ICE CREAM	87-00-4-0574	384.00
6335	SPURRIER CONSULTING	LODGING FEASIBILITY STUDY	87-00-4-0860	2,000.00
6358	METRO TITLE & ESCROW COMPANY	906 E ACTON 1ST TIME HOMEBUYER	87-00-4-0850	5,000.00
6361	ADVANCED EXERCISE	EXERCISE EQUIPMENT-REC CENTER	87-00-4-0819	68,870.43
		TOTAL CID EXPENSES		76,615.47

DATE: 08/01/2024  
 TIME: 08:25:16  
 ID: AP4430ZN.WOW

CITY OF WOOD RIVER  
 DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 09/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAP IMPROVEMENTS AND DEVELOP				
CAP IMPROVEMENTS AND DEVELOP				
CID EXPENSES				
TOTAL CAP IMPROVEMENTS AND DEVELOP				76,615.47
TOTAL CAP IMPROVEMENTS AND DEVELOP				76,615.47
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX EXP'S				
1099	SHEPPARD MORGAN & SCHWAAB	FEMA FLOOD MAP WORK	89-00-4-0903	577.50
3780	GONZALEZ COMPANIES LLC	ARCHAEOLOGICAL SURRVEY	89-00-4-0903	8,242.50
3780		9TH ST PROPERTY AQUISITION	89-00-4-0903	440.00
3780		STATE ST SEWER SEPARATION	89-00-4-0904	4,893.50
3780		COMMUNITY FUNDING APPLICATION	89-00-4-0904	735.00
6249	U.S. ARMY CORPS OF ENGINEERS	STATE ST SEWER PH1&2-PMT#20F8	89-00-4-0904	250,000.00
TOTAL NON-HOME RULE SALES TAX EXP'S				264,888.50
TOTAL NON-HOME RULE SALES TAX				264,888.50
TOTAL NON-HOME RULE SALES TAX				264,888.50
RECREATION CENTER				
RECREATION FUND				
RECREATION CENTER REVENUES				
TO001364	JACK MCKINNEY	07/16/2024 REFUND-PICKLEBALL	90-00-2-0316	42.50
TOTAL RECREATION CENTER REVENUES				42.50
RECREATION CENTER EXPENSES				
1087	SCHWARTZKOPF PRINTING INC	BASKETBALL CAMP SHIRTS	90-00-4-0300	185.05
1087		PICKLEBALL TOURNAMENT SHIRTS	90-00-4-0315	474.15
1245	CITY OF WOOD RIVER	WATER-RECREATION CENTER	90-00-4-0781	71.44
348	CR SYSTEMS	PAPER PRODUCTS, HAND SOAP	90-00-4-0541	149.80
5228	RICOH USA, INC.	6/20-7/19/2024-COLOR&B&W PRINT	90-00-4-0792	261.95
5242	U.S. POSTAL SERVICE	POSTAGE - POSTAGE MACHINE	90-00-4-0511	83.33
6341	TANKS PEST CONTROL, LLC	REC CENTER - AIR FRESHENERS	90-00-4-0752	66.00
6345	CHARTER COMMUNICATIONS	7/22-8/21/2024-655 N WR AVE	90-00-4-0786	1,109.00
TOTAL RECREATION CENTER EXPENSES				2,400.72
TOTAL RECREATION FUND				2,443.22
TOTAL RECREATION CENTER				2,443.22
TOTAL ALL FUNDS				997,718.12

DATE: 08/01/2024  
TIME: 08:25:16  
ID: AP4430ZN.WOW

CITY OF WOOD RIVER  
DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 09/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
SUMMARY OF FUNDS:				
	GENERAL FUND			105,193.87
	MOTOR FUEL TAX			346.50
	INSURANCE			127,371.81
	LIBRARY			127.46
	WATER			36,781.42
	SEWER			361,982.60
	GOLF COURSE			21,967.27
	CAP IMPROVEMENTS AND DEVELOP			76,615.47
	NON-HOME RULE SALES TAX			264,888.50
	RECREATION CENTER			2,443.22
				-----
	TOTAL ---- ALL FUNDS			997,718.12

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE 90-7, TITLE XV, LAND USAGE, CHAPTER 155: ZONING CODE, SECTION 155.01 ADOPTION BY REFERENCE TO INCLUDE CHANGES TO THE CITY OF WOOD RIVER'S ZONING CODE 96-14, ARTICLE 3, SECTION 3-2 ZONING MAP AND DISTRICT BOUNDARIES TO REZONE PARCEL ID 19-1-08-24-00-000-003 FROM AGRICULTURAL – A TO B-3 HIGHWAY BUSINESS.

WHEREAS, the Plan Commission held a Public Hearing on Thursday, July 18, 2024, concerning the request to rezone said property and forwarded a favorable recommendation to the City Council; and

WHEREAS, the City Council of the City of Wood River has agreed that it is in the best interest of the general and economic welfare of the City to rezone said property.

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

Section 1. That the 1993 Zoning Map be amended to rezone Parcel ID# 19-1-08-24-00-000-003 to "B-3 Highway Business".

Section 2. All other ordinances and sections of ordinances that may be in conflict herewith are hereby repealed.

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

PASSED and APPROVED by the City Council of the City of Wood River this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

\_\_\_\_\_  
CLERK OF THE CITY OF WOOD RIVER, IL

Upon roll call vote, the following was recorded:

AYES:

NAYS:

MINUTES  
PLAN COMMISSION  
July 18, 2024

The Wood River Plan Commission meeting was called to order by Chairman Daniels at 7:00 p.m. on Thursday, July 18, 2024, in the Council Chambers at City Hall with the Pledge of Allegiance.

Members Present: Cox, Kelly, Maul, Myers, Shaner, Ryan Smith, John Smith, Daniels (8)

Members Absent: Erslon, Flack, Watts (3)

Cox moved to approve the minutes of the regular meeting held on December 21, 2023, seconded by John Smith, and unanimously approved.

Chairman Daniels explained the procedures for a public hearing and that all testimonies must be given under oath. The City Council will formally consider this request at their meeting on August 5, 2024.

Case PC 24-05 Stick Enterprises LLP, 65 E Ferguson Ave., Wood River, IL 62095 is requesting a General Amendment to rezone a parcel at Parcel ID# 19-1-08-24-00-000-003, (currently zoned A-Agricultural) to B-3 Highway Business. (Reference Ordinance 96-14 Section 13-7).

Case PC 24-05 was read into the record and Chairman Daniels asked if anyone was present to give testimony.

Chairman Daniels asked the Building and Zoning Administrator and Police Chief Brad Wells to give a briefing on the property that is being discussed.

Chief Wells stated this property has been in front of the Plan Commission recently. The property was originally zoned B-3 Highway Business. James Page purchased the property and wanted to put a storage building on the property. He had the property rezoned to allow for the placement of a storage building. Since then, he sold the property to Stick Enterprises. Chief Wells has been working with the new owners of this property and their existing property. They purchased this property to help create a buffer with their home and pond.

Bryant Stickels, 7 Jones Way, Wood River, IL 62095 was present and sworn in.

Mr. Stickles stated he purchased the property to help create a buffer with all the work he put into recently installing a pond. He has a business on Ferguson Avenue, Riverbend Logistics, and he employs 15 people. His family is true Wood River people.

John Smith asked if there are any current plans for the property.

Mr. Stickels stated that there are no current plans.

John Smith asked if he wanted to have more options with B-3 zoning classification compared to A-Agricultural.

Mr. Stickels stated yes, he would like to have more options.

Kelly asked where the property was located.

Daniels stated that this property is located east of Vaughn Road, right by the Vaughn Hill Cemetery.

John Smith asked if there are currently roads on the property.

Mr. Stickels stated yes, there are roads on the property.

John Smith stated that the county map did not show any roads on the property.

Mr. Stickels stated that there are no roads on the property, but there is a road to access the property.

Chairman Daniels asked if there was anyone present to give testimony in favor or against this case.

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Cox moved to forward a favorable recommendation to the City Council to approve case PC 24-05 as requested, seconded by Kelly and approved by the following vote:

AYES: Cox, Kelly, Maul, Myers, Shaner, Ryan Smith, John Smith, Daniels (8)

NAYS: None (0)

Findings of Fact in Favor:     The proposed amendment will not adversely affect the surrounding properties based on the following items (noise, traffic, parking, character of use): the parcel is better suited as B-3 Highway Business for potential development.

Old Business: None

New Business: None

The Plan Commission meeting adjourned at 7:12 p.m.

Respectfully,  
Emily Hansard  
Commission Secretary

City of Wood River  
111 North Wood River Avenue  
Wood River, Illinois 62095  
(618) 251-3100 Phone  
(618) 251-3102 Fax  
www.woodriver.org

# Planning Commission Request for Hearing

DO NOT WRITE BELOW THIS SPACE: FOR OFFICE USE ONLY

Application #

PC 24-05

Date set for hearing

July 18, 2024

Date application was received

June 21, 2024

Date Notice Published

July 3, 2024

Fee Paid

\$ 300.00

Publishing Newspaper

The Telegraph

Date letter sent to applicant

July 8, 2024

Hearing type:

- General Amendment
- Permitted Use Amendment
- Special Use Amendment
- Planned Unit Development
- Annexation
- Subdivision Review
- Kennel

Action by the Planning Commission:

- Denied
- Approved
- Approved with modification

Comments:

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## Applicant Information

Application must include a site plan as described on the following page. Documentary evidence shall be accepted as evidence in applicant's behalf, to include, engineering reports, topographical maps, photographs, etc.

A public hearing will be scheduled within a reasonable time as established by the Planning Commission. A notice of this hearing must be published in a newspaper of general circulation in the local area at a minimum of 15 days prior to the hearing. The



Applicant will be notified, by mail, of the time and place of the hearing at a minimum of 10 days prior to the hearing date. The applicant, or a duly authorized agent, must appear at the hearing to present the information as so stated in this application.

Each application for an amendment may only contain (1) parcel/property. If you're project consists of more than (1) parcel/property, you may submit an OVERALL PROJECT PLAN detailing your intent. However, the Zoning Administrator and the Planning Commission will review each parcel/property on its own merit, with the understanding of the impact any decision will have on the remaining parcels/properties included in the project plan. Each request will be assessed the appropriate fee per application.

What are you applying for? (definitions listed below):

- |   |          |
|---|----------|
| <input checked="" type="checkbox"/> General Amendment | \$300.00 |
| <input type="checkbox"/> Permitted Use Amendment      | \$300.00 |
| <input type="checkbox"/> Special Use Amendment        | \$300.00 |
| <input type="checkbox"/> Planned Unit Development     | \$500.00 |
| <input type="checkbox"/> Annexation                   | \$300.00 |
| <input type="checkbox"/> Subdivision Review           | \$500.00 |
| <input type="checkbox"/> Kennel                       | \$250.00 |

**AMENDMENT (2 Types):**

A change in the provisions of the City of Wood River's Zoning Ordinance.

**A) PERMITTED USE**

Any use, which is or may be lawfully established in a particular district(s), provided it confirms with all the requirements applicable to that district(s).

**B) SPECIAL USE**

A use that has unusual operation, physical, or other characteristics which distinguish it from the Permitted uses of a district. By complying with certain restrictions, the special use can be made compatible with the intended overall development of the district in which it is intending to locate.

Name of Applicant STICK ENTERPRISE LLP  
Address 65 E. FERGUSON AVE.  
City/State/Zip WOOD RIVER IL. 62095  
Phone 618-978-7703 (BRYANT STICKELS)

Property interest of applicant:

- Owner  
 Contract purchaser  
 Lessee  
 Other \_\_\_\_\_

Name of Owner(s) \_\_\_\_\_  
(if different than applicant)  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Description of Property:  
Address STATE Rt. 111, WOOD RIVER IL. 62095  
Parcel ID# 19-1-08-24-00-000-003  
Lot \_\_\_\_\_  
Block \_\_\_\_\_  
Subdivision \_\_\_\_\_

Present Zoning Classification (circle one):

R-1 R-2 MR-3 MR-4 MR-5 MH BD B-1 B-2 B-3 BPE I CR FP

Present use of the property (if any uses or building on the property are non-conforming, so state):

NONE - PERSONAL (NO BUILDINGS)

Present deed and/or tract restrictions, and date of expiration, (if any) which apply to the property:

AGRICULTURE - NONE

State exactly what is intended to be done with the property which does not conform with the existing zoning regulations, along with relevant paragraphs of the Ordinance, by section number, if known:

PROPERTY WAS ZONED B-3 UNTIL MAY OF 2022. NEW OWNER JAMES PAGE REQUESTED PROPERTY BE MOVED FROM B3 TO AGRICULTURE SO HE COULD PUT A PORTABLE BUILDING ON THE LAND. I HAVE PURCHASED THE GROUND AND WILL REMOVE THE PORTABLE BUILDING. I'D LIKE THE GROUND TO BE REZONED TO B3 TO MAKE GROUND MORE MARKETABLE.

List the hardship(s) you feel you are faced with concerning your particular lot/request:

KEEPING THE PROPERTY ZONED AGRICULTURE  
LIMITS ANY COMMERCIAL DEVELOPMENT OR OPPOR-  
TUNITY FOR THE CITY OF WOOD RIVER AND THE  
OWNER.

Attach a site plan to this application, large enough for clarity, and legible enough to show the following information:

1. Location and dimensions of (when applicable):

- A) Lot size and lot lines
- B) Buildings
- C) Driveways
- D) Parking spaces
- E) Labeled streets and alleys
- F) Signs
- G) Easements-existing and proposed, showing locations, widths and purposes
- H) Underground utilities
- I) Fences
- J) Water well
- K) Septic tanks
- L) Right of ways
- M) North arrow indicator

2. Distance between:

- A) Buildings and front, side, and rear lot lines
- B) Principal building and accessory buildings
- C) Principal building and principal buildings on adjacent lots

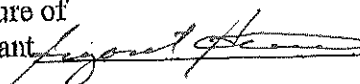
3. Any additional information as may be reasonably requested by the Zoning Administrator.

If the information submitted to the Zoning Administrator is vague, unreasonably illegible, or misleading the application will be returned as unacceptable.

The applicant is hereby obligated to follow the plans as submitted to the Zoning Administrator and the Planning Commission. If at any time, after a request for an amendment has been authorized, the applicant does not follow the plans as submitted, the applicant will be subject to prosecution as authorized under Section 1-4.4 of the City of Wood River's Zoning Ordinance.

Attach to this application the appropriate fee, in accordance with Ordinance No. 96-14, to cover the cost of the advertising and processing of this application.

I certify that all the statements in this application, and any statements contained in any additional material submitted, are true and accurate to the best of my knowledge.

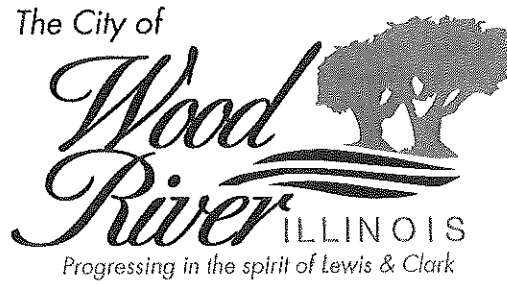
Signature of Applicant  DBA Stock Ent LP Date 6/21/2024

Signature of Owner(s) \_\_\_\_\_  
(if different than applicant)

Return application and fee to:

Zoning Administrator  
City of Wood River  
111 North Wood River Avenue  
Wood River, IL 62095

111 Wood River Avenue  
Wood River, IL 62095-1938



Telephone 618-251-3100  
Fax 618-251-3102

June 26, 2024

Stick Enterprise LLP  
65 E Ferguson Ave  
Wood River, IL 62095

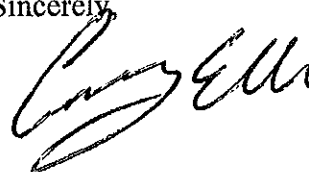
Dear Applicant:

Your request for approval of a General Amendment to rezone Parcel ID# 19-1-08-24-00-000-003 will be presented at a public hearing on Thursday, July 18, 2024, at 7:00 p.m. in the Wood River City Hall Council Chambers located at 111 N. Wood River Avenue., Wood River. The following information is provided as a guide to the procedural requirements at public hearings before the Plan Commission.

- 1) All hearings must be open to the public.
- 2) All persons with interests before the Plan Commission are:
  - (A) Entitled to cross examine witnesses testifying.
  - (B) Entitled to present witnesses in their own behalf.
  - (C) Entitled to appear in person or be represented by an attorney or agent.
- 3) Testimony of all witnesses will be given under oath.
- 4) The Chairman or Acting Chairman will conduct all hearings.
- 5) Hearings cannot be conducted without a quorum of the Commission present.
- 6) The purpose of the public hearing is to ensure that all interested parties have an opportunity to be fully and fairly heard.
- 7) Minutes of the proceedings will record the vote of each member.
- 8) All decisions of the Commission will be accompanied by findings of fact.

If you are unable to attend the hearing, please contact me at 251-3100.

Sincerely,



Cody Ellis  
Building Inspector



## PUBLIC HEARING NOTICE

The Wood River Plan Commission will hold a public hearing on Thursday, July 18, 2024, at 7:00 p.m. The meeting will be in the Wood River City Hall Council Chambers located at 111 N. Wood River Avenue. The Public Hearing will gather testimony on the following cases:

PC 24-05

Stick Enterprises LLP, 65 E Ferguson Ave., Wood River, IL 62095 is requesting a General Amendment to rezone a parcel at Parcel ID# 19-1-08-24-00-000-003, (currently zoned A Agricultural) to B-3 Community Business. (Reference Ordinance 96-14 Section 13-7).

If prospective attendees require an interpreter or other access accommodation needs, 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.

Persons wishing to give testimony concerning this case are encouraged to attend the Public Hearing. For more information regarding this notice, please contact Building Inspector Cody Ellis at (618) 251-3100.

AGENDA  
PLAN COMMISSION

Wood River City Hall  
Council Chambers

July 18, 2024  
7:00 p.m.

1. Pledge of Allegiance
2. Roll Call
3. Approval of the minutes of the regular meeting held on December 21, 2023, as printed.
4. PC 24-05 Stick Enterprises LLP, 65 E Ferguson Ave., Wood River, IL 62095 is requesting a General Amendment to rezone a parcel at Parcel ID# 19-1-08-24-00-000-003, (currently zoned A Agricultural) to B-3 Community Business. (Reference Ordinance 96-14 Section 13-7).
5. Old Business
6. New Business
7. 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 accommodations\*

PLANNING COMMISSION  
FINDING OF FACT

CASE NO. PC 24-05  
CHAIRMAN: JESSE DANIELS

HEARING DATE: JULY 18, 2024

**Amendment Request:** Approve X Disapprove \_\_\_\_\_ Approve w/ modifications \_\_\_\_\_

1. The proposed amendment WILL / WILL NOT adversely affect the surrounding properties based on the following items (noise, traffic, parking, character of use):

THIS PARCEL IS BETTER SUITED AS B-3 FOR DEVELOPMENT POTENTIAL

2. The property in question IS / IS NOT suitable for the proposed zoning based on the following: \_\_\_\_\_

3. The amendment WILL / WILL NOT grant special privileges to the applicant not enjoyed by other property owners in similar situations based on: \_\_\_\_\_

4. The amendment WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive Plan as listed here: \_\_\_\_\_

NOTES: \_\_\_\_\_

**Annexation Request:** Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

1. The annexation WILL / WILL NOT substantially increase the demand for public services (fire, police) based on: \_\_\_\_\_

2. The annexation WILL / WILL NOT substantially increase the demand for public utilities (water, sewer, gas, etc.) based on: \_\_\_\_\_

3. The annexation WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive Plan as listed here: \_\_\_\_\_

NOTES: \_\_\_\_\_



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF PROPERTIES LOCATED AT PARCEL ID 19-2-08-27-05-104-034, COMMONLY KNOWN AS 223 E. FERGUSON, WOOD RIVER, ILLINOIS AND PARCEL ID 19-2-08-27-05-104-035, COMMONLY KNOWN AS 217 E. FERGUSON, WOOD RIVER, ILLINOIS

WHEREAS, the City Council of the City of Wood River wishes to accept the transfer of property located at Parcel ID 19-2-08-27-05-104-034, commonly known as 223 E. Ferguson, Wood River, Illinois and Parcel ID 19-2-08-27-05-104-035, commonly known as 217 E. Ferguson, Wood River, Illinois donated by WR Holdings LLC; and

WHEREAS, the City Council of the City of Wood River has agreed that it is in the best interest of the general and economic welfare of the City to receive said properties from WR Holdings LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER to accept the property located at, Parcel ID 19-2-08-27-05-104-034, commonly known as 223 E. Ferguson, Wood River, Illinois and Parcel ID 19-2-08-27-05-104-035, commonly known as 217 E. Ferguson, Wood River, Illinois from WR Holdings LLC. The legal descriptions are attached hereto and marked Exhibit A.

PASSED and APPROVED this 5<sup>th</sup> day of August, 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:

## EXHIBIT A

Lots 27 and 28 in Block 6 in Penning's Addition to Wood River according to the plat thereof recorded in Plat Book 7 Page 56 in Madison County, Illinois.

Situated in Madison County, Illinois

PPN: 19-2-08-27-05-104-034

Lots Numbered Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), in Block Numbered Six (6) in Penning's Addition to Wood River, as the same appears from Plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 7 Page 56.

Situated in Madison County, Illinois

PPN: 19-2-08-27-05-104-035

8

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

**ORDINANCE VACATING EASEMENT ON PROPERTY OWNED BY THE MADISON COUNTY HOUSING AUTHORITY, LOCATED AT 118 HALLER STREET, WOOD RIVER, MADISON COUNTY, ILLINOIS, PARCEL NUMBER: 19-02-08-28-08-204-001.001**

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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 previously vacated an alley located on a portion of property owned by the Madison County Housing Authority ("MCHA") on which the Stevens Apartment Building, located at 118 Haller Street, was constructed ("Stevens Building Property"); and

WHEREAS, at the time it vacated the alley, City maintained an easement over the portion of the Stevens Property where the vacated alley had been located ("MCHA Easement") (see Plat of Stevens Building Property, attached as **Exhibit A**); and

WHEREAS, upon information and belief, MCHA desires to erect a new Stevens Building at the same location as the current Stevens Building Property; and

WHEREAS, City desires to vacate the MCHA Easement, as it is no longer of use or benefit to City; and

WHEREAS, City has determined:

- a. The proposed easement vacation is not utilized as an access easement for access to easements or maintenance and management of existing facilities or utilities;
- b. The proposed easement vacation is not utilized as drainage easement or an overland flow path;
- c. The proposed easement vacation is not required for the future extension of utilities within the development or to surrounding properties;
- d. The easement vacation, if granted, will not materially impede implementation of the municipal comprehensive plan including the Official Map;

and

WHEREAS, the City Council finds, in accordance with section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) that the public interest will be subserved by vacating Parcel Number: 19-2-08-28-08-204-001.001, more particularly described as:

The alleyway lying in Block 8 of "Riverview Addition to Benbow City", a subdivision of part of the Northeast Quarter of Section 28, Township 5 North, Range 9 West of the Third

Principal Meridian, Madison County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 7 on Page 58. Said parcel contains 3,318 square feet or 0.076 acre, more or less.

and

WHEREAS, the Easement Vacation, containing the legal description of the area to be vacated, is attached hereto as **Exhibit B**; and

WHEREAS, the City has determined the fee simple interest in the area to be vacated should be conveyed, in accordance with section 11-91-2 of the Illinois Municipal Code (65 ILCS 5/11-91-2), to HSHS (*See Exhibit B*).

WHEREAS, City has determined the City Manager and/or Mayor should be authorized and directed to execute any documents necessary to vacate the easement shown in **Exhibits A and B** to MCHA.

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

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

*Section 2.* The easement is vacated and the fee simple interest in Parcel Number: 19-2-08-28-08-204-001.001 (**Exhibits A and B**) is given to MCHA.

*Section 3.* This ordinance, including the Easement Vacation which contains the legal description of the area to be vacated (**Exhibit B**) and the Plat of Stevens Building (**Exhibit A**) shall be promptly recorded in the Madison County Recorder's Office.

*Section 4.* This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED by the City Council of the City of Wood River this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

\_\_\_\_\_  
CLERK OF THE CITY OF WOOD RIVER, IL

Upon roll call vote, the following was recorded:

AYES:

NAYS:

EASEMENT VACATION

KNOW ALL MEN BY THESE PRESENTS, that the City of Wood River, in the County of Madison and State of Illinois, for said City and behalf of the public, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is herby confessed, does hereby release and vacate to Madison County Housing Authority right, title and interest whatsoever that the City of Wood River, Illinois, for itself and on behalf of the public, may have in and to the Public Easement described on Exhibit "A" attached, and described as follows:

"The alleyway lying in Block 8 of "Riverview Addition to Benbow City", a subdivision of part of the Northeast Quarter of Section 28, Township 5 North, Range 9 West of the Third Principal Meridian, Madison County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 7 on Page 58. Said parcel contains 3,318 square feet or 0.076 acre, more or less."

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CITY OF WOOD RIVER, ILLINOIS

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

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

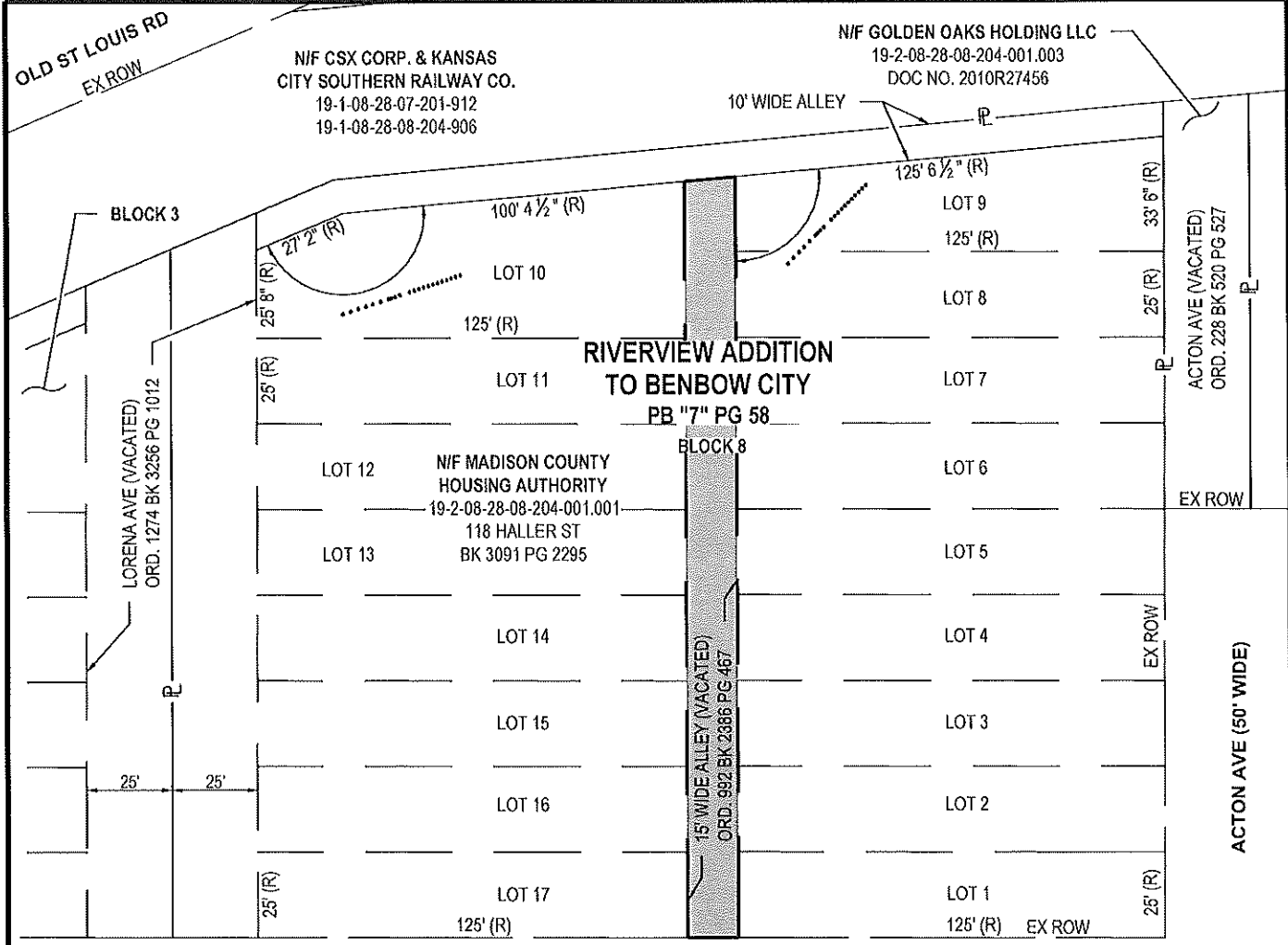
STATE OF ILLINOIS        }  
  }ss.  
COUNTY OF MADISON    }

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the City Council of the City of Wood River, Illinois.

Given under my hand and Notarial Seal this \_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



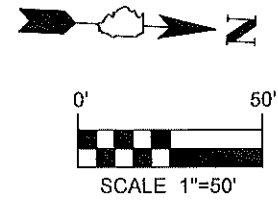
**LEGEND**

— P — PROPERTY LINE

— — — EX LOT LINES

— — — EX ROW LINE

▨ VACATED EASEMENT AREA



PROPOSED USE: EASEMENT VACATION	AREA OF TRACT
	.....

<p><b>OATES ASSOCIATES</b></p> <p>100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com</p> <p>Collinsville St. Louis Belleville St. Charles</p> <p>ILLINOIS DESIGN FIRM LICENSE NO. 184.031115</p>	<p><b>STEVENS APARTMENT BUILDING</b></p> <p>118 HALLER ST</p> <p>CITY OF WOOD RIVER, IL</p>	PROJECT NO.: 224043.001	EXHIBIT:  <b>A</b>
		DATE: 07/31/2024	
		REVISION: —	

9



### Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For: **MFT PE**      Agreement Type: **Supplement**      Number: **3**

#### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Wood River	Madison	17-00048-00-RS	C-98-005-21
Project Number	Contact Name	Phone Number	Email
L71R(847)	Mike Velloff	(618) 251-3122	mvelloff@cityofwoodriver.com

#### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wood River Avenue	FAU 9006	0.97 mi.	

Location Termini

Phase 1 - North city limits approx. 420' north of Edwardsville Rd. to 75' south of Eckhard Ave.  
 Phase 2 - From 75' south of Eckhard Ave. to Ferguson Ave.

Project Description

Pavement patching, pavement milling, hot-mix asphalt resurfacing, sidewalk curb ramp upgrades at side street intersections and upgrading pedestrian signal heads and push buttons at Edwardsville Road.

Engineering Funding       MFT/TBP     State     Other

Anticipated Construction Funding     Federal     MFT/TBP     State     Other

#### AGREEMENT FOR

Phase I - Preliminary Engineering     Phase II - Design Engineering

#### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Sheppard, Morgan & Schwaab, Inc.	Dave Godar	(618) 462-9755	dgodar@smsengineers.com
Address	City	State	Zip Code
215 Market Street	Alton	IL	62002

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer      Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor      Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge      A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor      Company or Companies to which the construction contract was awarded



## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed Improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:      Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the

LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Sheppard, Morgan & Schwaab, Inc.	37-0894659	\$6,184.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$6,184.00
Total for all work		\$6,184.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type  
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:   
Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wood River	Sheppard, Morgan & Schwaab,	Madison	17-00048-00-RS

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**Wood River Avenue Phase 1 & Phase 2 Engineering Supplement No. 3**

This is Supplement No. 3 to the original Local Public Agency Engineering Services Agreement approved by IDOT on March 7, 2019.

Supplement No. 3 Scope of Services:

Additional work for right-of-way acquisition.

Supplement No. 1 approved by IDOT on April 28, 2022 added right-of-way acquisition with an estimated cost of \$12,000.00. The actual cost of the right-of-way acquisition exceeded the estimate by \$6,184.00 due to extensive coordination, multiple revisions of easement documents and revisions to the construction plans and specs that were required by the Jack-in-the-Box real estate department, attorneys and franchise operator.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wood River	Sheppard, Morgan & Schwaab,	Madison	17-00048-00-RS

**EXHIBIT B  
PROJECT SCHEDULE**

Wood River Avenue Phase 1 & Phase 2 Engineering Supplement No. 3

Project Schedule:

The right-of-way acquisition work was completed in time for the project to be on the August 2, 2024 state letting.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wood River	Sheppard, Morgan & Schwaab,	Madison	17-00048-00-RS

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

No Yes

1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>

Project Criteria		Weighting	

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
---	---	--------------------------	--------------------------

Selection committee (titles) for this project

--

Top three consultants ranked for this project in order

1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>





Local Public Agency:  Section Number:   
 County:  Prepared By:  Date:   
 Prime Consultant (Firm) Name:  Job Number:   
 Consultant / Subconsultant Name:

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Wood River Avenue Engineering Supplement No. 3 - Additional work for right-of-way acquisition. Phase 1 = Section 17-00048-00-RS and Phase 2 = Section 18-00048-01-RS

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	12	MONTHS		OVERHEAD RATE	140.93%
START DATE	7/1/2023			COMPLEXITY FACTOR	0
RAISE DATE	7/1/2024			% OF RAISE	2.00%
END DATE	6/30/2024				

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	6/30/2024	12	100.00%

**Local Public Agency**

**County**

**Section Number**

City of Wood River

Madison

17-00048-00-RS

**Consultant / Subconsultant Name**

**Job Number**

C-98-005-021

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Office Admin. Staff	\$25.25	\$25.25
Technical Aide	\$22.00	\$22.00
Technician IV	\$33.50	\$33.50
Technician V	\$40.46	\$40.46
Survey Manager	\$51.50	\$51.50
Engineer I	\$33.90	\$33.90
Engineer II	\$40.13	\$40.13
Registered Engineer II	\$48.83	\$48.83
Principal	\$72.30	\$72.30



Local Public Agency

City of Wood River

County

Madison

Section Number

17-00048-00-RS

Consultant / Subconsultant Name

Job Number

C-98-005-021

AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Right-of-Way Acquisition												
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg				
Office Admin. Staff	25.25	2.0	5.56%	1.40	2	5.56%	1.40										
Technical Aide	22.00	0.0															
Technician IV	33.50	0.0															
Technician V	40.46	4.0	11.11%	4.50	4	11.11%	4.50										
Survey Manager	51.50	0.0															
Engineer I	33.90	4.0	11.11%	3.77	4	11.11%	3.77										
Engineer II	40.13	0.0															
Registered Engineer II	48.83	0.0															
Principal	72.30	26.0	72.22%	52.22	26	72.22%	52.22										
		0.0															
		0.0															
		0.0															
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		0.0															
		0.0															
<b>TOTALS</b>		36.0	100%	\$61.88	36.0	100.00%	\$61.88	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	\$0.00

Local Public Agency  
 City of Wood River

County  
 Madison

Section Number  
 17-00048-00-RS

Consultant / Subconsultant Name

Job Number  
 C-98-005-021

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	35	\$0.67	\$23.45
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	1	\$8.00	\$8.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost	1	\$50.00	\$50.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Telesizing	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$81.45</b>

RESOLUTION NO.

A RESOLUTION DECLARING THE STRUCTURE(S) LOCATED AT PARCEL ID 19-2-08-21-11-203-019, COMMONLY KNOWN AS 806 STATE STREET, WOOD RIVER, IL 62095, UNSAFE AND A PUBLIC NUISANCE AND AUTHORIZING THE PROSECUTING ATTORNEY TO PROCEED WITH LEGAL ACTION.

WHEREAS, the structure(s) commonly known as 806 State Street have been allowed to deteriorate to an unsafe condition; and

WHEREAS, due to neglect, the structure(s) located at 806 State Street have been a health hazard and a nuisance to the public; and

WHEREAS, the City of Wood River has an obligation to protect its residents from public nuisances and protect the safety of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER that the structure(s) located at 806 State Street be declared a public nuisance, unsafe and require the owners to comply with the statutory requirement and remove the same within ten days of the date of official notice being served.

BE IT FURTHER RESOLVED that the Prosecuting Attorney is hereby directed to begin the legal action which will allow the City to remove this hazard.

PASSED and APPROVED this 5<sup>th</sup> day of August, 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:

111 Wood River Avenue  
Wood River, IL 62095-1938



Telephone 618-251-3100  
Fax 618-251-3102

July 17, 2024

LETTER SENT FIRST CLASS MAIL

NANCE, DONNA  
806 STATE ST  
WOOD RIVER, IL, 62095

Re: 806 State St Wood River, IL

Dear Donna,

This letter is to inform you that the City of Wood River is requesting that you contact the Building and Zoning Department concerning the fire damage effecting the condition of your property at 806 State St Wood River, IL. We will start Condemnation proceedings unless we receive a written response to this letter by July 24 2024, with your intentions and timeline to repair the structure.

If you have any questions, feel free to call me at 618-251-3100.

CC:  
REVERSE MORTGAGE  
PO BOX 40724 LANSING, MI 48901-7924

Sincerely,

Cody Ellis  
Building Inspector



111 Wood River Avenue  
Wood River, IL 62095-1938



Telephone 618-251-3100  
Fax 618-251-3102

Memorandum

July 30, 2024

Brad Wells  
Building and Zoning Administrator

CC: Danielle Sneed, City Clerk

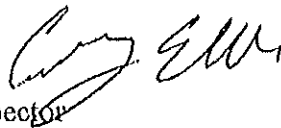
The structure on the property known as 806 State, Wood River, Illinois 62095 is in extremely poor condition. I have attached pictures to show the extent of the damage and conditions I have listed below.

1. The house was severely damaged by a house fire.
2. There are numerous property maintenance violations at this property.
3. There are Numerous health and life safety violations on this property.
4. The buildings structural integrity appears to be compromised.
5. The building Could pose a risk of health, safety, and welfare to any first responder called to enter the building.
6. The building is a public nuisance to the neighboring residents.
7. A letter of Intent was sent to the property representatives with no response given.

These items were noted during an inspection of the property. All items are believed to be beyond repair, and I wish to condemn this structure because it is a safety hazard and a nuisance to the community and needs to be demolished.

Sincerely,

Cody Ellis-Building Inspector





**RESOLUTION NO:**

**RESOLUTION APPROVING AGREEMENT BETWEEN BP PRODUCTS NORTH AMERICA, INC., AND THE CITY OF WOOD RIVER, FOR DONATION AND USE OF FIRE-SUPPRESSION EQUIPMENT AND MATERIALS, AND STORAGE OF SAME**

**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 accept fire-suppression equipment and materials (“Materials”) and storage of the Materials, for use at the BP Products North America, Inc. (“BP”) premises, including the BP Riverfront and BP Main Plant premises; and

**WHEREAS**, BP desires to donate Materials, and storage of the Materials, to City for use at the BP Riverfront and BP Main Plant premises; and

**WHEREAS**, BP has presented City with a proposed agreement containing terms and conditions related to donation of the Materials and storage of the Materials to City for use at the BP Riverfront and Main Plant premises (“BP Proposal”) (*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 BP 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 BP 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 BP 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 August 5, 2024.

PASSED and APPROVED this 5<sup>th</sup> day of August, 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 (the "Agreement") is made by and between **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation with offices at 501 Westlake Park Boulevard, Houston, Texas, USA 77079 ("BP"), and the City of Wood River, an Illinois municipality having its registered/principal office at 111 North Wood River Avenue, Wood River, Illinois 62095 ("City" or the "Recipient"). BP and Recipient may be referred to herein individually as a "Party" and collectively as the "Parties." The Agreement will become effective as of the date City obtains the approvals necessary to give force and effect to this Agreement, and when signed by both Parties ("Effective Date").

WHEREAS, BP is owner of certain property located in Madison County, Illinois identified as the Former BP Wood River Refinery, Main Plant property ("Main Plant") and Riverfront property ("Riverfront") (hereinafter collectively referred to as, the "Property");

WHEREAS, BP is providing and donating to Recipient fire-suppression equipment and materials ("Materials") and storage of the same, as well as fluorine-free foam, for use at both the Riverfront and Main Plant property.

WHEREAS, BP and the Recipient agree that existing fire suppression infrastructure at the Main Plant (fire hydrant provided by the City) meets City fire suppression requirements, while BP recognizes that material site occupancy or usage changes in the future would require fire suppression requirements to be reviewed for that specific area of the site (relative to the intended change in usage), and that additional fire suppression equipment or additional fire water supply may be necessary to satisfy Federal, State, or Local requirements related to fire protection.

NOW, THEREFORE, in consideration of the mutual covenants contained within this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1 RECIPIENT AND MATERIALS

1.1 **Recipient Information.** Recipient is involved in the activities set forth in Exhibit "A".

1.2 **Description of Materials.** BP shall provide the Materials as set forth in Exhibit "A".

1.3 **Use of Materials.** Recipient represents and warrants that it shall use the Materials as described in Exhibit "A" and Exhibit "B".

### 2 RECIPIENT REQUIREMENTS

2.1 **Reporting.** Recipient shall provide any information reasonably requested by BP to meet its reporting and accountability requirements.

2.2 **Costs and Expenses.** Except as expressly agreed otherwise in this Agreement, Recipient shall bear all of its own costs and expenses arising out of its performance under this Agreement, based upon the current property use.

## 2.3 Anti-Corruption Undertakings

- 2.3.1 Recipient acknowledges that BP has a zero-tolerance policy towards bribery and corruption. Recipient confirms and agrees that it and its directors, officers, and employees will not offer, give, promise to give or authorize the giving to any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value including, without limitation, gifts or entertainment or Facilitation Payments, in order to obtain, influence, induce or reward any improper advantage in connection with the Materials or where to do so would breach any applicable anti-corruption or anti-money laundering laws (the "Anti-Corruption Obligation").
- 2.3.2 Recipient represents and warrants that except as otherwise disclosed in writing to BP, and to the best of City's knowledge, neither it nor its directors or officers, have in the last five (5) years: been convicted of any offence involving bribery, corruption or money laundering; or have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering.
- 2.3.3 Recipient represents and warrants that except as otherwise disclosed in writing to BP, no Public Official will receive a benefit in relation to the Materials contemplated by this Agreement that would breach the Anti-Corruption Obligation or subject BP to fine or criminal liability in the jurisdictions in which it operates.
- 2.3.4 Recipient represents it shall:
  - 2.3.4.1 Maintain complete and accurate books and records and an effective system of internal accounting controls; and
  - 2.3.4.2 on reasonable request, and subject to any applicable data privacy law, legal privilege, or other legal restriction, use best endeavors to cooperate with BP in ensuring and monitoring compliance with the Anti-Corruption Obligation, which shall include promptly responding in reasonable detail to any notice or request from BP connected to the Anti-Corruption Obligation and making any relevant books, records, or personnel relating to this Contract and Recipient's compliance with the Anti-Corruption Obligation available for review by BP.
- 2.3.5 BP shall have the right to terminate this Agreement, in whole or in part with immediate effect:
  - 2.3.5.1 if BP reasonably believes in good faith that Recipient has failed to comply with or breached in any material respect any of the requirements set out in this Section 2.3; or

2.3.5.2 if Recipient becomes subject to any proceedings or investigations in any jurisdiction relating to bribery, corruption or money laundering; or

2.3.5.3 where the Recipient or its directors, officers, and employees become designated as a Restricted Party.

### 2.3.6 **DEFINITIONS:**

**Facilitation Payments** shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) BP or Recipient is entitled to under the laws of the State of Illinois..

**Restricted Party** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by BP and/or its affiliates are prohibited or restricted.

**Public Official** shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, fire, national security or other law enforcement personnel;

## 3 **WARRANTIES, INDEMNIFICATION AND LIABILITY**

3.1 **Representations and Warranties.** Recipient represents and warrants that (a) Recipient has the right to enter into and fully perform this Agreement and to grant the rights granted or agreed to be granted hereunder; and (b) Recipient and any benefits provided to BP under this Agreement shall comply at all times with all federal, state and local laws, rules, and regulations.

3.2 **Indemnity.** Recipient shall, to the fullest extent permitted by law, indemnify, defend, and hold, BP, its subsidiaries and affiliates, and the officers, directors, agents, employees and assigns of each harmless from and against any and all claims, suits, actions, damages, settlements, losses, liabilities, costs, and expenses, including without limitation reasonable attorney's fees, arising from or relating to: (a) Recipient's use of the Materials, including without limitation, any claim that Recipient's use of the Materials violates any law, rule or regulation; or (b) any claim of intellectual property infringement or violation of any publicity or privacy right, however arising, from Recipient's activities or any benefits provided to BP under this Agreement. The foregoing indemnities shall survive the completion or termination of this Agreement.

3.3 **Liability.** THE AGGREGATE LIABILITY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER WARRANTY, UNDER STATUTE OR OTHERWISE, OF BP AND CITY, UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE MATERIALS.

#### 4 **TERMINATION**

If Recipient fails to comply with the terms and conditions of this Agreement, BP reserves the right to withhold any Materials not already provided or donated, as of the date of termination, and/or terminate the Agreement by providing written notice to the Recipient. The Recipient will retain the Materials already provided or donated. BP may also terminate this Agreement immediately upon written notice to Recipient in the event that BP, in its sole opinion, believes that Recipient's operations, or any benefits received under the Agreement may adversely affect the goodwill or reputation of the products or services of BP or any BP subsidiaries or affiliates. If BP terminates the Agreement, BP shall not be obligated to provide any further Materials or access to existing Materials; however, Recipient will be provided reasonable access to retrieve their materials and equipment donated at the time of this agreement.

#### 5 **GENERAL**

5.1 **Independent Status.** Recipient is an Illinois municipal corporation, and an independent party, and is not (nor shall Recipient be deemed to be) an employee, agent, affiliate, or partner of BP. Nothing contained herein shall be deemed to create any relationship between the Parties other than that of independent contractors. Further, Recipient shall have no right, power or authority to create any contract or obligation, express or implied, on behalf of, in the name of or binding on BP, and BP shall have no right, power or authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding City.

5.2 **Entire Agreement/Severability.** This Agreement is the final and exclusive statement of all agreements and understandings between the Parties with respect to the subject matter described herein. There are no other agreements, representations, warranties or conditions other than those contained herein. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms to the fullest extent permitted by law.

5.3 **Assignment.** This Agreement may not be assigned by Recipient in whole or in part, nor shall it be assignable by operation of law, without the prior written consent of BP, which consent may be withheld in BP's sole discretion. Any purported assignment without said consent shall be void and of no force and effect. This Agreement may be assigned by BP, in whole or in part, to its subsidiaries or affiliates or to any successor without Recipient's consent and to any other party with the Recipient's prior written consent. The rights and obligations of this Agreement shall survive any assignment or other transfer or succession

and shall be fully binding upon any assignee, transferee, or other successor of either Party or the Party's business.

- 5.4 **Amendments/Waiver.** No change, modification or alteration of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties. No waiver of any provision of this Agreement or of the rights and obligations of the Parties shall be effective unless in writing and signed by the Party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.
- 5.5 **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any principles of conflicts of law. The venue for any dispute arising from this Agreement shall be the Circuit Court of Madison County, Illinois.
- 5.6 **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when received, or on the third day after mailing by United States mail, registered or certified, postage pre-paid or via nationally recognized overnight courier and properly addressed to the Parties' representatives as identified in Exhibit "A".

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the Effective Date. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one and the same document.

**CITY OF WOOD RIVER**

**BP PRODUCTS NORTH AMERICA INC.**

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

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

Name: R. Wade Stahlhut  
(Printed Name)

Name: Michelle Knapp  
(Printed Name)

Title: Fire Chief

Title: Remediation Management Liability Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT "A"

### RECIPIENT AND MATERIALS DETAILS

**1. Recipient Information.** The City of Wood River Fire Department is a public department whose membership consists of both full-time fireman and paid on-call firefighter volunteers that are trained and state certified.

**2. Materials Description.** BP provided the following new Materials purchased by BP pursuant to specifications developed by the City of Wood River Fire Department:

- a) A 3,000 gallon per minute (gpm), submersible, trailer mounted fire pump (VIN number 432SD1022L1005436), 150 feet of 12-inch diameter supply hose with Storz connections and large diameter hose (LDH) manifold (constructed and furnished to the Property by US Fire Pump).
- b) Three Storz connection adapters (6" reduced to 5" rigid).
- c) Two 275-gallon, trailer mounted totes of Universal Green, fluorine-free AR-Synthetic (Universal Green) foam.
- d) Four (4) electric storage blankets for the foam totes (to supplement building heating system in the event of sudden cold weather).
- e) Secondary containment for two 265-gallon totes of Williams Thunderstorm 1% x 3% (Williams Thunderstorm) or combination of Williams Thunderstorm and Universal Green foam (two totes; foam provided by Recipient).

**3. Storage Description.** BP is providing storage space at the Main Plant, which is readily accessible from Madison Avenue, as described in Exhibit "B", and convenient to deploy to either the BP Main Plant or the Riverfront properties.

- a) Nothing in this agreement prohibits the City of Wood River Fire Department from transferring the materials described above to store at another location.
- b) If the City of Wood River relocates the materials, bp is no longer under any obligation to provide storage space at the Main Plan for the City of Wood River Fire Department, and Exhibit "B" will become Null and Void.

The City of Wood River Fire Department may use the donated equipment for incidents and training deemed necessary, beyond the bounds of the BP property. The City of Wood River Fire Department will give notice to BP of any such uses, and BP will be under no obligation to replenish or replace any donated equipment or materials.

**4. Use of Materials.** The donated Materials are for use by the Recipient at the Property, in the event of a fire, along with other equipment and materials owned and used by the City of Wood River Fire Department City fire suppression infrastructure at the Main Plant (hydrant). It is currently understood that the City of Wood River provides a single fire hydrant for fire protection and suppression operations at the Main Plant property. Additional water or other infrastructure will be evaluated and as appropriate a plan established by BP if there is a change in use or other material alteration to the Property.

**5. Notices.** Any notices to be provided under this Agreement shall be provided to the following:

Recipient:

R. Wade Stahlhut  
Fire Chief  
City of Wood River Fire Department  
111 North Wood River Avenue  
Wood River, IL 62095

BP:

Michelle Knapp  
RM Liability Manager  
30 S Wacker Dr Suite 900  
Chicago, IL 60606

(END OF EXHIBIT "A")

## EXHIBIT "B"

### ADDITIONAL ACTIONS & REQUIREMENTS

1. BP has made available a specific indoor storage space for the Materials on the Main Plant. Additional storage space must be approved by BP in advance.
2. BP will provide Recipient with unobstructed, 24-hour/7-day Emergency access to the Materials and Equipment stored at the Main Plant Facility. However, access for routine inspections and maintenance must be coordinated with on-site Property personnel prior to mobilization, with reasonable access permitted by BP to City.
3. BP will inspect and maintain the designated storage space as well as maintain continued climate control, with the exception of force majeure events that may result in a power loss or damage to the building out of BP's control.
4. Licensing, inspections and maintenance confirming integrity and state of readiness of the Materials is the responsibility of the Recipient, as the Materials have been donated to the City of Wood River Fire Department.
5. Unless mandated by the State or Federal Government for inspection or licensing requirements, the Recipient agrees to not utilize the Universal Green or Williams Thunderstorm foam suppressants to confirm the fire pump state of readiness.
6. BP will inform personnel working at the Property that the Materials belong to the Recipient and are not to be utilized by anyone other than the Recipient. Recipient will apply decals or other "City of Wood River" or "Fire Department" identifiers on the Materials in support of this action.
7. BP will maintain records of the Universal Green and Williams Thunderstorm foam suppressant quantities stored at the Property. Any new foam deliveries by the Recipient will need to be coordinated with BP representatives at the Property, with reasonable access permitted by BP to City.

(END OF EXHIBIT "B")

**BID TABULATION**

Project Name: Wood River Side Walk - 2024  
 Location: Various  
 Bid Date: 7/30/2024 - 10:00 am

Ref #	Bid Item #	Item Description	Qty	UNIT	Engineer's Estimate		Kamadiicki Excavating		PCS Constructions, Inc.		Steep Excavating, Inc.		Hank's Excavating & Landscaping	
					UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
1	1.001	P.C. CONCRETE SIDEWALK, 4 INCH	21207.2	SF	20.00 \$	424,144.00	14.75 \$	312,806.20	20.00 \$	424,144.00	16.53 \$	350,979.16	16.50 \$	349,518.80
2	1.002	P.C. CONCRETE SIDEWALK, 6 INCH	9196.2	SF	25.00 \$	229,905.00	16.75 \$	154,036.35	25.00 \$	229,905.00	20.50 \$	186,522.10	22.00 \$	202,316.40
3	1.003	P.C. CONCRETE CURB	8	LF	40.00 \$	320.00	100.00 \$	800.00	100.00 \$	800.00	53.00 \$	424.00	80.00 \$	640.00
4	1.004	DETECTABLE WARNINGS	10	SF	50.00 \$	500.00	70.00 \$	700.00	100.00 \$	1,000.00	36.50 \$	365.00	50.00 \$	500.00
					\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL BID</b>					\$	654,869.00	\$	468,342.55	\$	655,849.00	\$	540,290.26	\$	553,375.20

**SECTION 1.2 – PROPOSAL**

Submitted by: Kamadulski Excavating & Grading Co., Inc.

FOR THE PROJECT TITLED: "Wood River Sidewalk"

TO: The Mayor and City Council of the City of Wood River, Illinois

Gentlemen:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion with any other person, firm or corporation.

The undersigned understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and furnish all of the materials specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

The undersigned submits herewith his Schedule of Prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices and lump sum prices for which he proposes to perform each item of work; and that the extensions and total must be shown or be subject to possible rejection for irregularities.

It shall be understood by the Contractor that he has submitted accurate unit and item prices on his bid for the associated work and that the City reserves the right to add additional sidewalk locations to be improved to the contract at the bidder's unit prices or delete portions of this contract with the associated cost based on bid items and without any adjustment in price for remaining items of work.

I agree to complete the work under this proposal no later than October 26, 2024, unless additional time is granted by the City of Wood River, Illinois.

Signature of Bidder: Ryan Fischer  
(Individual or Corporate Name)

BY: Ryan Fischer TITLE: CEO

ADDRESS: 4336 Hwy 162  
Granite City, IL 62040

PHONE: 618-931-3760

**SECTION 1.2 – CONTRACT**

Schedule of Prices

Contractor's Name: Kamadulski Excavating

& Grading Co Inc.

Address: 4336 Hwy 162

Granite City, IL 62040

Item Number	Items	Unit	Quantity	Unit Price	Total
1.	P.C. CONC. SIDEWALK 4"	SQ FT	21,207.2	14.75	312,806.20
2.	P.C. CONC. SIDEWALK 6"	SQ FT	9,196.2	16.75	154,036.35
3.	P.C. CONC. CURB	FOOT	8.0	100.00	800.00
4.	DETECTABLE WARNINGS	SQ FT	10.0	\$70.00	\$700.00

Bidder's Total Proposal 468,342.55

THIS CONTRACT entered 7/31, 2024, between THE CITY OF WOOD RIVER, ILLINOIS (City), and \_\_\_\_\_ (Contractor) WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools, equipment, freight, apparatus, and other items necessary to perform the work according to the plans and specifications for this project, and to comply with all of the conditions and agreements.
- B. The City agrees to pay the Contractor for his performance according to the payment schedule.
- C. All exhibits attached hereto are made a part hereof by reference, which include all of the items incorporated by reference and items listed in the Contents page of the Specifications, Proposal and Contract Documents, as well as the plans for the project titled: **Wood River Sidewalk Improvements.**
- D. The date for completion of this project is October 26, 2024.

IN WITNESS WHEREOF, the parties have signed this contract on \_\_\_\_\_, 2024.

CITY OF WOOD RIVER, ILLINOIS (City):

BY: \_\_\_\_\_ (Mayor)

ATTEST: \_\_\_\_\_ (City Clerk)

IF CORPORATION:

\_\_\_\_\_ (Contractor)

BY: \_\_\_\_\_ (President)

ATTEST: \_\_\_\_\_ (Secretary)

IF PARTNERSHIP:

\_\_\_\_\_ (Contractor)

\_\_\_\_\_ (Contractor)

\_\_\_\_\_  
(Partners doing business under the firm name of)

IF PARTNERSHIP:

\_\_\_\_\_ (Contractor)

(13) (14) (15)

**Danielle Sneed**

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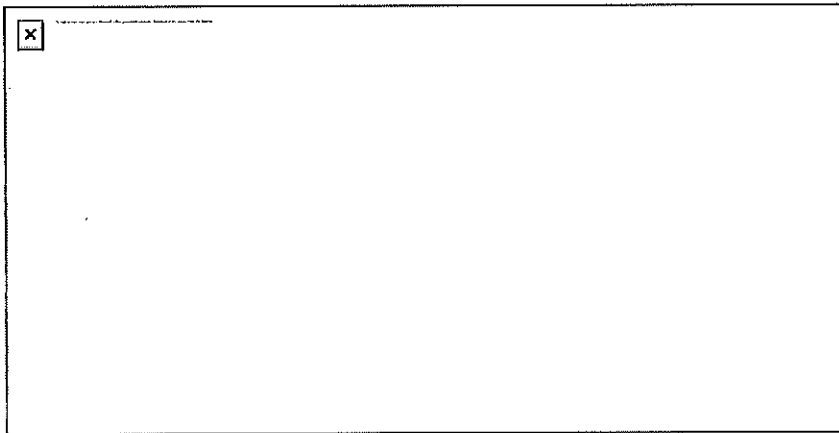
**From:** Kristen Burns <kburns@wrbusinessalliance.org>  
**Sent:** Tuesday, July 9, 2024 4:06 PM  
**To:** Steve Palen; Danielle Sneed; Tom Stalcup  
**Subject:** Events

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

The Wood River Business Alliance would like to request closing Ferguson between Wood River Avenue and First Street for 3 events.

- (13) Sunday September 22nd - Food Truck Festival - Event time 12-4, Road Closure 10am 6pm.
- (14) Saturday, October 19th - Chili Cookoff - Event time 2pm- 5pm, Road Closure 12-6pm
- (15) Friday, November 29 - Holiday Traditions Night Market 5pm-8pm road closure 3pm-9pm.

Please let me know if you need any further information  
Thank you.





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The City of



111 Wood River Avenue  
Wood River, IL 62095-1938

Telephone 618-251-3100  
Fax 618-251-3102

Application Date: 3/13/2024

CITY OF WOOD RIVER  
SPECIAL EVENT AGREEMENT

Organization Name: Greater Madison County Federation of Labor AFL-CIO

Contact Name: B. Dean Webb Phone: (618) 259-8558

City, State, Zip: 161 N. Shamrock St, East Alton, IL 62024

Driver's License Number: \_\_\_\_\_

Place of Employment: \_\_\_\_\_ Employer's Phone: \_\_\_\_\_

Date(s) of Event: 8/24/2024 Hours of Event: Line up 8:00am, Step off 10:00am

Purpose: 2024 Labor Day Parade, Assembly at Round House, parade will continue

down up Wood River Ave. to the Northern City Limits and continue into East Alton. E-Frauson ND/IN on 16th Street to

Estimated number attending event: 500

The organization/individual shall carry liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) for property damage during the period of requested event, listing the City of Wood River as additional insured. A certified copy of said insurance policy must be filed with the City Clerk at least two (2) weeks prior to event date.

Americk Sports Complex.  
88



111 Wood River Avenue  
Wood River, IL 62095-1938



Telephone 618-251-3100  
Fax 618-251-3102

REQUESTS AND APPROVAL FOR A SPECIAL EVENT WITHIN THE CITY OF WOOD RIVER MUST BE SUBMITTED IN WRITING TO THE MAYOR OR HIS/HER DESIGNEE. APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS WITH WHICH LICENSEE AGREES TO CONFORM:

1. Must be 18 years of age to enter into this agreement.
2. **LEGAL:** Lessee will comply with all laws of the United States and the State of Illinois and with all ordinances of the City of Wood River, in its said use, and will not permit anything to be done on said premises in violation thereof. If you violate any of the terms or conditions of this Agreement, the City of Wood River shall have the right to terminate this Agreement without notice, and limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
3. **CANCELLATION:** Approval of this Agreement has been granted with the understanding that the City of Wood River reserves the right to cancel this Agreement, with or without notice, in the event that the event area is unavailable because of some physical condition. If you violate any of the terms or conditions of this Agreement, the City of Wood River shall have the right to immediately terminate without notice and the City of Wood River may pursue all of its' rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
4. **ALCOHOL:** Alcoholic beverages are prohibited on all streets unless approved by the City Council.
5. **SECURITY:** The Wood River Police Department has jurisdiction over all streets within the City of Wood River.



The City of



111 Wood River Avenue  
Wood River, IL 62095-1938

Telephone 618-251-3100

Fax 618-251-3102

6. **NO GLASS:** Glass containers of any kind are strictly prohibited.
7. **NO LITTER:** Leave the streets and/or parking lot clean by placing all paper and debris in trash receptacles.
8. **SPECIAL REQUESTS:** Any special requests must be submitted to the Mayor for approval no later than thirty (30) calendar days prior to your event date. Special requests may include anything not specifically covered in this Agreement.
9. **IF NEEDED, SERVICES MUST BE PROVIDED BY:**
  - a. Wood River Police Department (618) 251-3114
  - b. Wood River Fire Department (618) 259-0984
  - c. Wood River Public Works (618) 251-3122

**OFF DUTY POLICE, FIRE AND PUBLIC WORKS DEPT, CHARGES:**

	Rates (minimum 2 hour shift)
Wood River Police	\$60/hour (\$100/hour on holidays)
Wood River Fire	\$55/hour (\$95/hour on holidays)
Wood River Public Works	\$75/hour (\$125/hour on holidays)

ALL RATES ARE SUBJECT TO CHANGE

**PAYMENT TERMS:**

All estimated expenses must be paid no later than thirty (30) days prior to your event and must be in the form of a cashier's check, certified check or money order payable to the City of Wood River, unless other arrangements are made with the City in advance.

**RULES AND REGULATIONS:**

- The City of Wood River retains the sole right to issue Agreements
- The City of Wood River reserves the right to proof any/all advertisement to ensure proper compliance with intent and use of the City of Wood River streets and/or parking lot.
- All events must furnish a certificate of insurance showing liability insurance during the requested event time period and the City of Wood River shall be named as an additional insured on the certificate.
- All events must comply with local and state laws.
- No unauthorized person shall carry and/or discharge any firearms or fireworks.
- You must be 18 years of age to host an event.



The City of



111 Wood River Avenue  
Wood River, IL 62095-1938

Telephone 618-251-3100  
Fax 618-251-3102

- You are not allowed to attach banners or decorations to lights, trees or other City property.
- Park only in designated parking areas.
- Abusive or profane language/behavior are not permitted.
- Please do not litter. Several trash receptacles are located throughout the City and are for your use.

**INSURANCE INDEMNIFICATION:** The renter shall indemnify, defend and save harmless the City of Wood River from any and all injuries (including death), property damage and other claims, liabilities, losses and causes of action arising out of any negligent act or omissions by the City of Wood River and the event during the use of the streets and/or parking lot by the event or those acting under authority of the event, including participants and spectators in connection with the street and/or parking lot activities in and on the site.

I have read and completely understand the above agreement:

*B. D. Webb*  
Signed

3/13/2024  
Date

7/12/24 *88*

President  
Title





GREAMAD-01

MFINDLEY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Union Insurance Group 303 W Erie St Suite 310 Chicago, IL 60654	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 799-8400 FAX (A/C, No): (312) 799-8401 E-MAIL ADDRESS: info@ulgrns.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**INSURED**  
 Madison County Fed. of Labor  
 c/o Bluff City Lodge No. 680  
 101 North Shamrock Street  
 East Alton, IL 62024-1149

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		83SBUTN6898	1/9/2024	1/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Labor Day Parade August 24, 2024 that will begin at the Round House at 833 N. Wood River Ave., Wood River, IL 62096, and will continue North on Wood River Ave, into East Alton, and will end at the Old Schnucks parking lot at 634 Berkshire Blvd, East Alton, IL, 62024.

**Certificate Holder Note:**

It is agreed that the City of Wood River & Park District is added as additional insured to the above listed General Liability policy.

<b>CERTIFICATE HOLDER</b>  City of Wood River Attn: Danielle Snood 111 N Wood River Ave Wood River, IL 62096	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>David &amp; Amy</i>
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*The City of Wood River is proud to recognize the many accomplishments of hometown hero Jayden Ulrich; and*

**WHEREAS** Jayden Ulrich is a 2021 East Alton Wood River High School graduate and was a three-time Illinois 2A State Champion, was named the 2020-2021 Gatorade Illinois Girls Track and Field Player of the Year, and was ranked #5 discus thrower in the country graduating with a 3.64 GPA; and

**WHEREAS**, upon graduation from East Alton Wood River High School, Jayden traded in the maroon and gold for cream and crimson at the University of Indiana and later transferred to the University of Louisville where she is currently attending and majoring in sustainability studies; and

**WHEREAS**, throughout her college career she has qualified as a three-time NCAA Outdoor Champion, finished as the national runner-up in the women's discus at the NCAA Outdoor Championships, became the first female in program history to finish in the top five in multiple events at the same National Championship Meet, and has been ranked 28<sup>th</sup> in the World; and

**WHEREAS**, Jayden secured second in the discus with her 206-10 effort on June 6 and June 8, 2024, at Hayward Field in Oregon and she followed with a runner-up finish on June 27, 2024, at the U.S. Olympic Team Trials to compete in the 2024 Olympic Games in Paris.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Wood River, in the great state of Illinois, do hereby proclaim August 10, 2024, as:

## **JAYDEN ULRICH DAY**

in the City of Wood River and urges all citizens to join the Community in recognizing Jayden for her remarkable accomplishments and wishing her well at future Track and Field Events.

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 5<sup>th</sup> day of August 2024.

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Mayor