

ORDER OF BUSINESS

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

September 3, 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 August 19, 2024, as printed.
- 3) Approval of the bills submitted for payment for the period August 15, 2024, to August 28, 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 September to:  
Phillip & Heather Generally 699 Leslie  
The Cheesecake Lady 333 N. Wood River Avenue
- 5) REQUEST BY MAYOR FOR:  
A. Request for Citizen comments/communications/petitions  
B. Reports/comments from City Officials
- 6) Approval of an ordinance authorizing the execution of a Redevelopment Agreement with Lisa Scoggins, on behalf of Full Deck Print & Design, for TIF Financial Assistance at 648 N. Wood River Avenue, as submitted by the TIF Committee.
- 7) Approval of an ordinance amending and authorizing the execution of a Redevelopment Agreement with Dakter Holdings LLC, for TIF Financial Assistance at 1 E. Ferguson, as submitted by the TIF Committee.
- 8) Approval of a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and Allstate Insurance Agent John Standefer for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.
- 9) Approval of a resolution issuing a "G" Restaurant/Bar Liquor License to El Patio 1822, LLC, on behalf of El Michoacan.
- 10) Approval of a recommendation from Mayor Stalcup to appoint Robin Karpan of 75 E. Jennings to the Library Board to replace Cathi Stalcup with a term to expire May 2027.
- 11) Approval of a request to accept the bid from Schulte Supply in the amount of \$209.95 per location, not to exceed \$50,000.00 for hydro excavating, as submitted by the Director of Public Services.
- 12) Approval of a request from EAWR High School - Wrestling to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, September 14, 2024, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 13) Old Business
- 14) New Business

15) 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.

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:01 p.m. on Monday, August 19, 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 August 5, 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 Tweedy moved to approve the bills submitted for payment for the period August 1, 2024, to August 14, 2024, as printed, seconded by Councilman Plank, and approved by the following vote:

Councilman Ayres asked about the charge under line 5966 on the first page.

City Manager Steve Palen stated that it is for the Illinois Municipal League (IML) Conference, and himself, Mayor Stalcup, and Finance Director Karen Weber are attending.

Councilman Ayres stated that he has been on the Council for many years now, and there has always been a consensus that either the entire Council attends or none of the Council attends. He is curious why the exclusivity now.

Councilman Ayres asked City Manager Steve Palen if he asked anyone from the Council if they want to attend.

City Manager Steve Palen stated that he did not ask anyone from the Council.

Councilman Ayres stated that most cities send their Council, and the Wood River City Council has attended the conference in the past.

City Manager Steve Palen stated that he was thinking to send a small contingent since no one from Wood River has been in a while.

Councilman Ayres stated that it should be all of the Council or no members of the Council attending.

City Manager Steve Palen stated that he is perfectly okay with whichever way it goes.

Councilman Ayres stated the fact that there is exclusivity.

The bills were approved by the following vote:

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

NAYS: None (0)

APPROVAL OF FINANCIAL STATEMENT:

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

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

NAYS: None (0)

CITY OFFICIAL COMMENTS:

Mayor Stalcup announced that there will be a ribbon cutting at 10 a.m. on Friday, August 23, 2024, at the new tennis courts at East Alton Wood River High School. A lot of work has been going on over the summer at the campus and the City Council congratulated Superintendent Rob Miller and his staff on all the improvements that have been made.

On Saturday, August 24, 2024, the Labor Day Parade and Picnic will take place. The parade starts at 10 a.m. and will begin at Central Park to Wood River Avenue, east on Ferguson Avenue, and north on Sixth Street to Emerick Sports Complex where they will hold the Annual Labor Day Softball Tournament.

The Farmer's Market is every Thursday through September 19, 2024, starting at 4 p.m. until dusk. The Farmer's Market is located in the downtown parking lot on Madison Avenue.

City Manager Steve Palen mentioned item eight on the agenda, referencing the grant for the splash pad. City Manager Steve Palen asked if there were any other comments or questions. He stated that Parks and Recreation Director Pat Minogue met with Councilman Dettmers on where the splash pad will be located.

Councilman Dettmers stated that he thinks it is acceptable, but asked if there is a possibility of getting sand volleyball courts. He does not know if it is in the budget, but he spoke to Director Minogue about the potential of adding sand volleyball courts in the same location.

City Manager Steve Palen stated that it is certainly something the City can look into.

Director Minogue stated that it is a \$600,000 grant, and he is still waiting on the design of the splash pad and the dollar amount they come back with to build the splash pad. If volleyball courts are put in, the splash pad would have to be smaller.

City Manager Steve Palen stated that he thinks that the sand volleyball courts would be a project that could be budgeted for down the road. Whether it is next year or if another grant becomes available through the Metro East Park Recreation District.

Councilman Plank asked Councilman Dettmers if he is suggesting putting the sand volleyball courts there or somewhere else.

Councilman Dettmers stated that Director Minogue said that it could be right along the parking lot on the east side of the building.

Director Minogue stated that it all must be on one site. So if the City decides to build sand volleyball courts, they will have to be next to the splash pad.

Councilman Dettmers stated that it would be in the shadow of the building, and he does not know if that is good or bad.

City Manager Steve Palen stated that last year the City applied for bike path money through ITEP and Metro East Park District and he would like to start the process of submitting for both of those again if the Council agrees. The bike path would be from the Confluence Trail to Camp Du Bois.

Councilman Plank asked City Manager Steve Palen if MCT will be bringing updates on what they are willing to do.

City Manager Steve Palen stated that right now they are helping the City with some planning and alignments for where it will fit the best. The City has been working with them for a year or a year and a half and has been trying to get some money out of the MCT Confluence Trail as well. If the City obtains the Metro East Park Recreation District grant and ITEP grant, it may help the City increase the chance of receiving MCT funds.

Councilman Ayres stated a couple of individuals approached him requesting the Farmer's Market be moved from the parking lot on Madison Avenue, which is hot in the summertime, to Central Park.

RESOLUTION NO. 2076: RESOLUTION AUTHORIZING THE EXECUTION OF A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND IBEW LOCAL UNION 309 FOR MARKETING IN SUPPORT OF THE WOOD RIVER RECREATION CENTER:

Councilman Dettmers moved to approve a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and IBEW Local Union 309 for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2077: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND BACKFLOW SOLUTIONS, INC. FOR SERVICES RELATED TO REQUIRED BACKFLOW PREVENTION SURVEYS:

Councilman Ayres moved to approve a resolution authorizing the execution of an agreement between the City of Wood River and Backflow Solutions, Inc. for services related to required backflow prevention surveys, as submitted by the Director of Public Services, seconded by Councilman Plank

Councilman Ayres asked how many years the City will participate in this agreement.

City Manager Steve Palen stated this is regarding the survey as it must be done every three years. He will have to look at the actual contract, but he thinks it is a five-year contract that was signed in 2021. Backflow Solutions, Inc. keeps the inventory and manages the entire backflow system for the

City. They send out letters annually to people who are required to test.

Councilman Ayres stated that in other words, it is an eternity for the City.

City Manager Steve Palen stated that the City is under a current contract, and he will have to see when it expires.

Councilman Ayres asked if when it expires will the City still have to continue with someone.

City Manager Steve Palen stated yes, the City will have to continue with someone. He thinks it has been Backflow Solutions, Inc. since the late 1990's.

Councilman Ayres asked if there is an end to it.

City Manager Steve Palen stated that the program will be forever as it is an IEPA requirement.

Councilman Dettmers asked if this specific contract was a five-year contract.

City Manager Steve Palen replied in the affirmative.

Councilman Dettmers stated that he received a letter that his backflow test had not been received. He then asked how the company gets the reports from the person who does the backflow tests. The person who completed his backflow test told him that his test had not been submitted. So, he contacted City Manager Steve Palen and found out that his test had been submitted. He asked what the notification process is.

City Manager Steve Palen stated that it is supposed to be the contractor that sends the test results and the report to Backflow Solutions, Inc. Backflow Solutions, Inc. maintains the spreadsheet and inventory. They will also send letters whenever someone is overdue, which is probably the letter Councilman Dettmers received. It could have been a timing issue.

Director of Public Services Micheal Velloff asked if it got sent electronically or by mail.

Councilman Dettmers stated that he does not know.

Director Velloff stated that it is supposed to be sent electronically because hard copies slow the process down.

Councilman Dettmers stated that he thinks it was sent electronically.

The resolution was approved by the following vote:

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

NAYS: None (0)

**RESOLUTION NO. 2078: RESOLUTION AUTHORIZING THE CITY TO APPLY FOR THE OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT (OSLAD) GRANT:**

Councilman Tweedy moved to approve a resolution authorizing the City to apply for the Open Space Lands Acquisition and Development (OSLAD) Grant, as submitted by the Director of Parks & Recreation, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2079: RESOLUTION DECLARING THE STRUCTURE(S) LOCATED AT PARCEL ID 19-2-08-22-18-302-003, COMMONLY KNOWN AS 543 TIPTON AVENUE, WOOD RIVER, ILLINOIS 62095, UNSAFE AND A PUBLIC NUISANCE AND AUTHORIZING THE PROSECUTING ATTORNEY TO PROCEED WITH LEGAL ACTION:

Councilman Dettmers moved to approve a resolution declaring the structure(s) located at Parcel ID 19-2-08-22-18-302-003, commonly known as 543 Tipton Avenue, 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, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2080: RESOLUTION REJECTING BIDS FOR NOTICE OF MUNICIPAL LETTING FOR EMERGENCY AND MAINTENANCE PLUMBING AND ELECTRICAL SERVICES FOR CITY FACILITIES:

Councilman Ayres moved to approve a resolution rejecting bids for notice of municipal letting for emergency and maintenance plumbing and electrical services for City facilities, as submitted by the Director of Public Services, seconded by Councilman Plank

Councilman Dettmers asked for a short explanation.

Director of Public Services Micheal Velloff explained that the City only received one bid for the electrical and plumbing, so there was not a good comparison to look at to evaluate the bids.

City Manager Steve Palen added that there were zero bids received for pest control.

Councilman Tweedy asked how many bids the City is looking to receive.

Director Velloff replied that it would be nice to get three bids but at least two would suffice.

Councilman Dettmers asked if Director Velloff had reached out to any companies to let them know that the bidding process was open.

Director Velloff stated that he notified companies for the HVAC, but he missed out on notifying other electrical and plumbing companies.

City Manager Steve Palen stated that the City has a list of vendors for each of the bids, and the City will make contact to make sure they know the bidding process is open again.

The resolution was approved by the following vote:

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

NAYS: None (0)

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

Councilman Tweedy moved to approve a request to seek bids for emergency and maintenance

electrical, plumbing, and pest control services for City facilities, seconded by Councilman Ayres, and approved by the following vote:

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

APPROVED: RECOMMENDATION TO ACCEPT THE BID FROM BIG CITY ASPHALT IN THE AMOUNT OF \$41,578.25 FOR SEALING OF CITY OWNED PARKING LOTS:

Councilman Plank moved to approve a recommendation to accept the bid from Big City Asphalt in the amount of \$41,578.25 for sealing of City owned parking lots, as submitted by the Director of Public Services, seconded by Councilman Dettmers, and approved by the following vote:

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

APPROVED: RECOMMENDATION TO ACCEPT THE BID FOR EMERGENCY AND MAINTENANCE HVAC REPAIRS FOR CITY FACILITIES FROM BICKLE ELECTRIC HEATING & COOLING CONTRACTING CO.:

Councilman Ayres moved to approve a recommendation to accept the bid for emergency and maintenance HVAC repairs for City facilities from Bickle Electric Heating & Cooling Contracting Co., 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: RECOMMENDATION TO ACCEPT THE BID FOR EMERGENCY AND MAINTENANCE GENERATOR REPAIRS FOR CITY FACILITIES FROM MIKE'S INC.:

Councilman Dettmers moved to approve a recommendation to accept the bid for emergency and maintenance generator repairs for City facilities from Mike's Inc., 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)

APPROVED: REQUEST FROM THE GREATER MADISON COUNTY FEDERATION OF LABOR, AFL-CIO TO WAIVE THE FEE FOR THEIR ANNUAL LABOR DAY SOFTBALL TOURNAMENT BEING HELD AT EMERICK SPORTS COMPLEX ON WEDNESDAY, AUGUST 21, 2024, AND SATURDAY, AUGUST 24, 2024:

Councilman Dettmers moved to approve a request from the Greater Madison County Federation of Labor, AFL-CIO to waive the fee for their Annual Labor Day Softball Tournament being held at Emerick Sports Complex on Wednesday, August 21, 2024, and Saturday, August 24, 2024, as submitted by the Director of Parks & Recreation, seconded by Councilman Tweedy, and approved by the following vote:

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

APPROVED: CHANGING THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING TO TUESDAY, SEPTEMBER 3, 2024, DUE TO THE LABOR DAY HOLIDAY:

Councilman Ayres moved to approve changing the next regularly scheduled City Council meeting to Tuesday, September 3, 2024, due to the Labor Day Holiday, seconded by Councilman Dettmers,



and approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting was adjourned at 7:20 p.m.

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Mayor

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City Clerk

DATE: 08/29/2024  
TIME: 10:19:34  
ID: AP4430ZN.WOW

CITY OF WOOD RIVER  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/03/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
LEGISLATIVE				
1713	LEGISLATIVE EXP WAL-MART COMMUNITY	COFFEE, SODA, WATER, DISH SOAP	10-11-4-0599	104.74
		TOTAL LEGISLATIVE EXP		104.74
		TOTAL LEGISLATIVE		104.74
ADMINISTRATION				
4709	ADMINISTRATION EXP WEX BANK	AUGUST 2024 - GASOLINE	10-12-4-0521	162.35
		TOTAL ADMINISTRATION EXP		162.35
		TOTAL ADMINISTRATION		162.35
FINANCE				
3749	FINANCE EXP HARRIS	CLOUD BASED - TCP SOFTWARE	10-13-4-0899	2,600.00
4260	CJ SCHLOSSER & COMPANY LLC	2ND INTERIM BILL-FY END 4/2024	10-13-4-0724	7,000.00
4260		PAYROLL TAX - 6/30/2024	10-13-4-0792	525.00
6309	GREAT AMERICA FINANCIAL SVCS.	POSTAGE MACHINE LEASE	10-13-4-0863	165.00
		TOTAL FINANCE EXP		10,290.00
		TOTAL FINANCE		10,290.00
ANIMAL CONTROL				
1713	ANIMAL CONTROL EXP WAL-MART COMMUNITY	CAT FOOD	10-14-4-0599	18.68
		TOTAL ANIMAL CONTROL EXP		18.68
		TOTAL ANIMAL CONTROL		18.68
LEGAL				
4626	LEGAL EXP UNSELL, SCHATTNIK & PHILLIPS	LEGAL SERVICES	10-15-4-0721	452.50
6284	LEWIS BRISBOIS BISGAARD&SMITH	LEGAL SERVICES	10-15-4-0721	325.00
6284		LEGAL SERVICES	10-15-4-0721	325.00
6284		LEGAL SERVICES	10-15-4-0721	325.00
6284		LEGAL SERVICES	10-15-4-0721	175.00
6284		LEGAL SERVICES	10-15-4-0721	5,960.00
		TOTAL LEGAL EXP		7,562.50
		TOTAL LEGAL		7,562.50
BUILDING AND ZONING				
3984	BUILDING AND ZONING EXP AUTO ZONE	TRAILER HITCH - B&Z TRUCK 1612	10-16-4-0529	490.48
4039	ACE HARDWARE OF BETHALTO	WEED EATER STRING	10-16-4-0589	31.49
4039		FIX-A-FLAT	10-16-4-0529	8.63
4709	WEX BANK	AUGUST 2024 - GASOLINE	10-16-4-0521	519.67
5192	O'REILLY AUTO PARTS	TIRE REPAIR KIT	10-16-4-0719	13.99
		TOTAL BUILDING AND ZONING EXP		1,064.26
		TOTAL BUILDING AND ZONING		1,064.26
STREET LIGHTING				
2468	STREET LIGHTING EXP ELECTRICO INCORPORATED	REPLACE RED LED-143 @ E'VILLE	10-17-4-0759	99.00
		TOTAL STREET LIGHTING EXP		99.00

DATE: 08/29/2024  
 TIME: 10:19:34  
 ID: AP4430ZN.WOW

CITY OF WOOD RIVER  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/03/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
	STREET LIGHTING			
	STREET LIGHTING EXP			
		TOTAL STREET LIGHTING		99.00
CITY HALL MAINTENANCE				
	CITY HALL MAINTENANCE EXP			
348	CR SYSTEMS	HAND SOAP, TRASH LINERS	10-19-4-0541	121.60
348		PAPER PRODUCTS	10-19-4-0541	40.00
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - CITY HALL	10-19-4-0752	24.00
6345	CHARTER COMMUNICATIONS	8/22-9/21/2024-111 N WR AVE	10-19-4-0786	193.60
		TOTAL CITY HALL MAINTENANCE EXP		379.20
		TOTAL CITY HALL MAINTENANCE		379.20
STREET MAINTENANCE				
	STREET MAINTENANCE			
1060	ROD'S SERVICE INCORPORATED	O2 & ACETYLENE TANK RENTAL	10-21-4-0544	24.73
1112	SLAYDEN GLASS INCORPORATED	REPLACE WINDOW - COMPOST SITE	10-21-4-0799	105.95
2159	CHARTER COMMUNICATIONS	1/7-2/6/2024 - S. 14TH ST	10-21-4-0786	231.03
2159		8/7-9/6/2024 - S. 14TH STREET	10-21-4-0786	231.03
3603	LUBY EQUIPMENT SERVICES	SWITCH - STREET BACKHOE	10-21-4-0529	118.24
3984	AUTO ZONE	WASHER RESERVOIR, COOLANT SYS	10-21-4-0529	278.96
3984		COOLANT TEMP SENSOR	10-21-4-0529	19.99
3984		ANTIFREEZE, WASHER FLUID	10-21-4-0544	149.28
3984		ANTIFREEZE, BRAKE CLEANER	10-21-4-0529	81.42
4039	ACE HARDWARE OF BETHALTO	ITEMS TO REPAIR COMPOST SHED	10-21-4-0599	36.76
4709	WEX BANK	AUGUST 2024 - GASOLINE	10-21-4-0521	1,888.38
540	FISCHER LUMBER COMPANY	PLYWOOD - COMPOST FACILITY	10-21-4-0599	56.30
5420	D&D TIRE SERVICE LLC.	TIRES (4) - GENO'S TRUCK	10-21-4-0719	872.00
6362	LOGOED APPAREL & PROMOTIONS	SWEATSHIRT	10-21-4-0594	67.23
6362		UNIFORM T-SHIRT	10-21-4-0594	451.48
		TOTAL STREET MAINTENANCE		4,612.78
		TOTAL STREET MAINTENANCE		4,612.78
PARKS AND RECREATION				
	PARKS AND REC EXP			
100	GRP WEGMAN COMPANY	REPAIR ICE MACHINE - RH	10-24-4-0792	395.85
1713	WAL-MART COMMUNITY	CONCESSIONS	10-24-4-0304	394.58
1713		CONCESSION STAND DISPLAY	10-24-4-0316	88.00
4709	WEX BANK	AUGUST 2024 - GASOLINE	10-24-4-0521	558.78
5495	TRI-CITY REC. PROGRAMS	2024 TRI CITY DUES-SOFTBALL	10-24-4-0309	2,614.50
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - 6TH ST PARK	10-24-4-0752	18.00
6341		AIR FRESHENERS - ROUNDHOUSE	10-24-4-0752	12.00
		TOTAL PARKS AND REC EXP		4,081.71
		TOTAL PARKS AND RECREATION		4,081.71
PARK MAINTENANCE				
	PARK MAINTENANCE EXP			
1104	SIEVERS' EQUIPMENT COMPANY	PARTS - RED BRUSH HOG	10-25-4-0529	17.96
1104		BELT - BRUSH HOG	10-25-4-0529	31.67
1104		REPAIR RED TRACTOR HYDRAULICS	10-25-4-0529	1,680.99
1104		PARTS - RED BRUSH HOG	10-25-4-0529	222.94
4039	ACE HARDWARE OF BETHALTO	KEYS	10-25-4-0589	40.00
4039		SAFETY CHAINS, TIRE SEALANT	10-25-4-0529	61.10
4039		WEED EATER HEAD, OIL MIX	10-25-4-0589	49.49
4039		VOLTAGE READER - SHOP	10-25-4-0589	17.99
4039		KEY	10-25-4-0589	2.33
4709	WEX BANK	AUGUST 2024 - GASOLINE	10-25-4-0521	834.50
5144	SLOAN IMPLEMENT CO. INC.	COOLANT ENGINE FAN - MOWER	10-25-4-0529	16.33
5144		VOLTAGE REGULATOR - MOWER	10-25-4-0529	74.89
5420	D&D TIRE SERVICE LLC.	TUBE IN BRUSH HOG TIRE	10-25-4-0719	45.00

DATE: 08/29/2024  
 TIME: 10:19:34  
 ID: AP4430ZN.WOW

CITY OF WOOD RIVER  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/03/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GENERAL FUND</b>				
<b>PARK MAINTENANCE</b>				
	<b>PARK MAINTENANCE EXP</b>			
5547	ADVANCE STORES CO., INC	OIL FILTER - MOWER	10-25-4-0529	14.10
5547		OIL - MOWER	10-25-4-0529	23.56
5547		TRAILER CONNECTOR	10-25-4-0529	5.49
5547		LAWN MOWER BATTERY	10-25-4-0529	28.13
5547		MOTOR OIL - FORD TRACTOR	10-25-4-0529	12.18
5589	ADVANCED TURF SOLUTIONS, INC.	BASEBALL FIELD CHALK	10-25-4-0569	383.72
5713	MEDFORD OIL COMPANY	GASOLINE - LAWN MOWERS	10-25-4-0521	1,128.51
		<b>TOTAL PARK MAINTENANCE EXP</b>		<b>4,690.88</b>
		<b>TOTAL PARK MAINTENANCE</b>		<b>4,690.88</b>
<b>POLICE</b>				
	<b>POLICE</b>			
100	GRP WEGMAN COMPANY	REPAIR LEAKING TOILET	10-27-4-0792	128.91
1002	PRO AUTOMOTIVE SERVICES	PATCH FLAT TIRE - #168	10-27-4-0719	40.61
1002		OIL CHANGE - #171	10-27-4-0719	92.62
1002		REAR WHEEL BEARINGS - #166	10-27-4-0719	711.70
1002		REPLACE BATTERY - #150	10-27-4-0719	396.21
130	WILLIAMS OFFICE PRODUCTS	PRINTER - FINGERPRINT MACHINE	10-27-4-0514	289.99
1713	WAL-MART COMMUNITY	PRISONER FOOD	10-27-4-0592	101.12
1713		FLEA SPRAY	10-27-4-0599	11.12
1713		USB DRIVERS - DETECTIVES	10-27-4-0519	79.52
1713		HOT DOGS & BUNS - N.N.O.	10-27-4-0599	43.92
4709	WEX BANK	AUGUST 2024 - GASOLINE	10-27-4-0521	3,905.21
6040	PIASA CLEANERS	JUNE 2024 - DRY CLEANING	10-27-4-0792	200.00
6152	PHOENIX DISTRIBUTORS	COLT RIFLE	10-27-4-0591	1,275.00
778	LEON UNIFORM COMPANY	PANTS & SHIRTS - #166	10-27-4-0594	391.00
		<b>TOTAL POLICE</b>		<b>7,666.93</b>
		<b>TOTAL POLICE</b>		<b>7,666.93</b>
<b>FIRE</b>				
	<b>FIRE EXP</b>			
1713	WAL-MART COMMUNITY	POC TESTING - INNER TUBES	10-28-4-0549	9.96
299	BANNER FIRE EQUIPMENT	FIRE HELMETS (7)	10-28-4-0595	2,303.00
318	BOUND TREE MEDICAL LLC	REPLENISH EMS SUPPLIES	10-28-4-0551	200.93
3833	HSI EMERGENCY CARE SOLUTIONS	CPR DIGITAL CARDS - FD	10-28-4-0679	23.07
4039	ACE HARDWARE OF BETHALTO	PAINT LINES - BAY FLOOR	10-28-4-0549	4.13
4039		PARTS - SCBA SINK	10-28-4-0515	15.28
4568	MADISON COUNTY / MABAS 35	MCESA 2024 ANNUAL DUES	10-28-4-0619	195.50
4568		IL MABAS ANNUAL DUES	10-28-4-0619	391.00
4709	WEX BANK	AUGUST 2024 - GASOLINE	10-28-4-0521	1,442.20
5254	ST. LOUIS SECURE	SHREDDING - FIRE STATION	10-28-4-0792	336.00
5547	ADVANCE STORES CO., INC	DEF FLUID	10-28-4-0529	13.99
5547		BATTERY - 4233	10-28-4-0529	468.52
5547		SHOP TOWELS	10-28-4-0549	15.59
5846	LEXIPOL, LLC	ANNUAL SUBSCRIPTION	10-28-4-0792	7,237.18
5915	KANE MECHANICAL GROUP, LLC	BOILER REPAIR	10-28-4-0792	1,621.13
6001	WEBER FORD	NOX SENSOR - 4251	10-28-4-0719	1,914.64
6001		ROUTINE MAINTENANCE - 4298	10-28-4-0719	93.42
6001		ROUTINE MAINTNEANCE - 4201	10-28-4-0719	105.21
6001		REPLACED STRUTS - 4200	10-28-4-0719	4,466.16
6066	MALLORY SAFETY & SUPPLY LLC	TESTING GAS - PUMP TESTING	10-28-4-0719	303.82
6159	R.S. HUGHES CO., INC.	GLOVES	10-28-4-0551	218.50
6345	CHARTER COMMUNICATIONS	8/22-9/21/2024-501 E E'VILLE	10-28-4-0786	433.30
6345		8/18-9/17/2024-501 E E'VILLE	10-28-4-0786	709.00
		<b>TOTAL FIRE EXP</b>		<b>22,521.53</b>
		<b>TOTAL FIRE</b>		<b>22,521.53</b>
<b>POLICE COMMUNICATIONS</b>				
	<b>POLICE COMMUNICATIONS EXP</b>			
2749	CLEARY'S SHOES & BOOTS	BOOTS - PENCE	10-40-4-0594	155.00

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GENERAL FUND</b>				
POLICE COMMUNICATIONS				
6345	POLICE COMMUNICATIONS EXP CHARTER COMMUNICATIONS	8/22-9/21/2024 - 550 MADISON	10-40-4-0786	2,382.99
		TOTAL POLICE COMMUNICATIONS EXP		2,537.99
		TOTAL POLICE COMMUNICATIONS		2,537.99
		TOTAL GENERAL FUND		65,792.55
<b>MOTOR FUEL TAX</b>				
MFT				
1099	MFT EXP SHEPPARD MORGAN & SCHWAAB	EAST END/FERG AVE 4/28-7/27	21-00-4-0725	444.60
		TOTAL MFT EXP		444.60
		TOTAL MFT		444.60
		TOTAL MOTOR FUEL TAX		444.60
<b>INSURANCE</b>				
INSURANCE				
6058	INSURANCE EXP IPBC	SEPT 2024 - DENTAL INSURANCE	23-00-4-0846	5,149.85
6058		SEPT 2024 - ADMIN EXPENSE	23-00-4-0840	51.75
6058		SEPT 2024 - LIFE INSURANCE	23-00-4-0844	517.74
6058		SEPT 2024 - HEALTH INSURANCE	23-00-4-0845	121,566.84
6058		SEPT 2024 - VISION INSURANCE	23-00-4-0850	488.21
		TOTAL INSURANCE EXP		127,774.39
		TOTAL INSURANCE		127,774.39
		TOTAL INSURANCE		127,774.39
<b>WATER</b>				
PUBLIC SERVICES ADMIN				
6345	PUBLIC SERVICES ADMIN EXPENSES CHARTER COMMUNICATIONS	8/22-9/21/2024-100 ANDERSON	30-00-4-0786	289.94
6345		8/22-9/21/2024-100 ANDERSON	30-00-4-0786	7.87
		TOTAL PUBLIC SERVICES ADMIN EXPENSES		297.81
		TOTAL PUBLIC SERVICES ADMIN		297.81
<b>WATER DISTRIBUTION</b>				
WATER DISTRIBUTION EXPENSES				
1084	SCHULTE SUPPLY INCORPORATED	WHITE MARKING PAINT	30-31-4-0542	129.84
4039	ACE HARDWARE OF BETHALTO	DEHUMIDIFIER	30-31-4-0599	323.24
4709	WEX BANK	AUGUST 2024 - GASOLINE	30-31-4-0521	1,361.25
6362	LOGOED APPAREL & PROMOTIONS	UNIFORM T-SHIRT	30-31-4-0594	451.47
		TOTAL WATER DISTRIBUTION EXPENSES		2,265.80
		TOTAL WATER DISTRIBUTION		2,265.80
<b>WATER PLANT</b>				
WATER PLANT EXPENSES				
2159	CHARTER COMMUNICATIONS	8/11-9/10/2024-SCADA INTERNET	30-32-4-0786	203.08
5115	USA BLUEBOOK	LAB TESTING SUPPLIES	30-32-4-0551	546.36
539	FIRE SAFETY INCORPORATED	ANNUAL EXTINGUISHER TESTING	30-32-4-0799	75.00
873	MISSISSIPPI LIME COMPANY	PEBBLE QUICKLIME	30-32-4-0553	6,235.39
		TOTAL WATER PLANT EXPENSES		7,059.83

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>WATER</b>				
	WATER PLANT			
	WATER PLANT EXPENSES			
		TOTAL WATER PLANT		7,059.83
		TOTAL WATER		9,623.44
<b>SEWER</b>				
	SEWER			
	SEWER REVENUES			
2970	CAPITAL GAINS INCORPORATED	7/1-9/30/2024 - MANAGEMENT FEE	40-00-2-0381	91.63
		TOTAL SEWER REVENUES		91.63
		TOTAL SEWER		91.63
	SEWER COLLECTIONS			
	SEWER COLLECTIONS EXPENSES			
1084	SCHULTE SUPPLY INCORPORATED	PIPE CEMENT	40-41-4-0531	122.22
4039	ACE HARDWARE OF BETHALTO	COUPLINGS	40-41-4-0531	45.86
4039		SPARK PLUG, PRIMER	40-41-4-0529	30.58
4709	WEX BANK	AUGUST 2024 - GASOLINE	40-41-4-0521	535.81
6066	MALLORY SAFETY & SUPPLY LLC	TESTING GAS - PUMP TESTING	40-41-4-0719	303.83
6362	LOGOED APPAREL & PROMOTIONS	UNIFORM T-SHIRT	40-41-4-0594	451.48
905	N GENERAL AUTO ELECTRIC	AIR FILTER	40-41-4-0529	5.54
905		PARTS - HUSTLER MOWER	40-41-4-0529	12.78
		TOTAL SEWER COLLECTIONS EXPENSES		1,508.10
		TOTAL SEWER COLLECTIONS		1,508.10
	SEWER PLANT			
	SEWER PLANT EXPENSES			
1004	VEOLIA WATER NORTH AMERICA	ELECTRIC VALVE WRENCH	40-42-4-0939	5,023.50
		TOTAL SEWER PLANT EXPENSES		5,023.50
		TOTAL SEWER PLANT		5,023.50
	SEWER CAPITAL TRUST			
	SEWER C/TRUST REVENUES			
2970	CAPITAL GAINS INCORPORATED	7/1-9/30/2024 - MANAGEMENT FEE	40-95-2-0381	872.38
		TOTAL SEWER C/TRUST REVENUES		872.38
		TOTAL SEWER CAPITAL TRUST		872.38
	EPA C/TRUST			
	EPA C/TRUST REVENUES			
2970	CAPITAL GAINS INCORPORATED	7/1-9/30/2024 - MANAGEMENT FEE	40-98-2-0381	1,040.99
		TOTAL EPA C/TRUST REVENUES		1,040.99
		TOTAL EPA C/TRUST		1,040.99
		TOTAL SEWER		8,536.60
<b>REFUSE</b>				
	REFUSE			
	EXPENSES			
5406	REPUBLIC SERVICES	AUGUST 2024 - COMPOST DUMPSTER	49-49-4-0778	1,648.68
5406		AUGUST 2024 - CITY PICK UP	49-49-4-0791	61,574.65
		TOTAL EXPENSES		63,223.33
		TOTAL REFUSE		63,223.33
		TOTAL REFUSE		63,223.33

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GOLF COURSE</b>				
GOLF CLUBHOUSE				
CLUBHOUSE EXPENSES				
1713	WAL-MART COMMUNITY	TRASH LINERS	50-52-4-0541	54.26
1713		PAPER PRODUCTS	50-52-4-0541	19.98
3701	GOLF MAX	RANGE BAGS	50-52-4-0588	262.87
5430	ACUSHNET CO	GOLF BALLS - RESALE	50-52-4-0579	3,793.24
5713	MEDFORD OIL COMPANY	GASOLINE - GOLF CARTS	50-52-4-0521	670.89
5713		GASOLINE - GOLF CARTS	50-52-4-0521	935.36
5794	TNT GOLF CAR & MOTORSPORTS	CART-PICK UP & DELIVER CHARGE	50-52-4-0758	57.50
6204	CLEAN UNIFORM COMPANY	8/19/2024-RUG & TOWEL SERVICE	50-52-4-0752	196.50
TOTAL CLUBHOUSE EXPENSES				5,990.60
TOTAL GOLF CLUBHOUSE				5,990.60
<b>GOLF CONCESSIONS</b>				
CONCESSION EXPENSES				
1713	WAL-MART COMMUNITY	CUPS, FOOD TRAYS, STRAWS, FORKS	50-53-4-0572	143.28
1713		CONCESSIONS	50-53-4-0571	532.94
1713		SOLO & 32 OZ CUPS	50-53-4-0572	44.94
1713		CONCESSIONS	50-53-4-0571	366.96
1713		CONCESSIONS	50-53-4-0571	201.57
1713		ICE - GOLF TOURNAMENTS	50-53-4-0571	103.40
1713		CONCESSIONS	50-53-4-0571	326.52
1713		CONCESSIONS	50-53-4-0571	146.64
1713		BAG IN BOX SODA	50-53-4-0571	627.10
5236	PEPSI - COLA	ALCOHOL - GOLF COURSE	50-53-4-0574	1,042.50
5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	50-53-4-0574	135.00
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	1,370.00
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	272.65
5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	50-53-4-0574	703.50
5540	REIS SERVICES INC	HOT DOGS & BRATS	50-53-4-0571	482.25
TOTAL CONCESSION EXPENSES				6,499.25
TOTAL GOLF CONCESSIONS				6,499.25
TOTAL GOLF COURSE				12,489.85
<b>WESTSIDE BD</b>				
WESTSIDE BD				
WESTSIDE BD EXPENSES				
5071	JOSEPH PATTAN	JULY 2024 - SALES TAX REBATE	61-00-4-0888	2,161.16
TOTAL WESTSIDE BD EXPENSES				2,161.16
TOTAL WESTSIDE BD				2,161.16
TOTAL WESTSIDE BD				2,161.16
<b>CAP IMPROVEMENTS AND DEVELOP</b>				
CAP IMPROVEMENTS AND DEVELOP				
CID EXPENSES				
1099	SHEPPARD MORGAN & SCHWAAB	RIGHT OF WAY 6/2-7/13	87-00-4-0792	6,183.27
6169	HEARTLANDS CONSERVANCY	WR GRANT TECHNICAL ASSISTANCE	87-00-4-0792	1,059.00
6169		WR RDMS/RISE	87-00-4-0860	4,500.00
6363	GOVERNMENTAL CONSULTING	5/9-6/8/24-CONSULTING SERVICES	87-00-4-0860	3,000.00
TOTAL CID EXPENSES				14,742.27
TOTAL CAP IMPROVEMENTS AND DEVELOP				14,742.27
TOTAL CAP IMPROVEMENTS AND DEVELOP				14,742.27
<b>NON-HOME RULE SALES TAX</b>				

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX EXP'S				
1099	SHEPPARD MORGAN & SCHWAAB	FEMA APPEAL FOR MAP 6/30-7/27	89-00-4-0901	3,318.00
TOTAL NON-HOME RULE SALES TAX EXP'S				3,318.00
TOTAL NON-HOME RULE SALES TAX				3,318.00
TOTAL NON-HOME RULE SALES TAX				3,318.00
RECREATION CENTER				
RECREATION FUND				
RECREATION CENTER REVENUES				
T0001366	EDITH MILLER	REFUND - REC CENTER RENTAL	90-00-2-0320	105.00
TOTAL RECREATION CENTER REVENUES				105.00
RECREATION CENTER EXPENSES				
1087	SCHWARTZKOPF PRINTING INC	PICKLEBALL TOURNAMENT SHIRTS	90-00-4-0315	110.25
1713	WAL-MART COMMUNITY	RECEIPT BOOKS	90-00-4-0519	26.91
348	CR SYSTEMS	HAND SOAP, DISINFECTANT, GLOVES	90-00-4-0541	122.00
4557	TITAN INDUSTRIAL CHEMICALS LLC	FLOOR CLEANER	90-00-4-0541	190.00
5228	RICOH USA, INC.	7/20-8/19/2024-COLOR&B&W PRINT	90-00-4-0792	386.33
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - REC CENTER	90-00-4-0752	66.00
6345	CHARTER COMMUNICATIONS	8/22-9/21/2024-655 N WR AVE	90-00-4-0786	1,109.00
TOTAL RECREATION CENTER EXPENSES				2,010.49
TOTAL RECREATION FUND				2,115.49
TOTAL RECREATION CENTER				2,115.49
TOTAL ALL FUNDS				310,221.68



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VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	65,792.55
MOTOR FUEL TAX	444.60
INSURANCE	127,774.39
WATER	9,623.44
SEWER	8,536.60
REFUSE	63,223.33
GOLF COURSE	12,489.85
WESTSIDE BD	2,161.16
CAP IMPROVEMENTS AND DEVELOP	14,742.27
NON-HOME RULE SALES TAX	3,318.00
RECREATION CENTER	2,115.49
TOTAL --- ALL FUNDS	310,221.68

6

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

**ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH LISA SCROGGINS, AND OTHER ACTIONS RELATED THERETO**

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

WHEREAS, in furtherance of development of the TIF District #3 project area, Lisa Scroggins ("Developer"), has presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 648 N. Wood River Ave., Wood River, Illinois 62095

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

WHEREAS, within the TIF District #3 project area, Developer has proposed to remodel and develop the Property, with estimated costs of \$7,000.00 ("Project"); and

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

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

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

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

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

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

- a. Total Estimated TIF #3 District Eligible Costs: \$7,000.00

b. City agrees to reimburse the Developer up to the maximum sum of \$3,500.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$3,500.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid shall be paid (all payments are estimated based on TIF eligible costs):

- 1) Year One - \$3,500.00 commencing with the "Approval of the City" that the Developer's Project has been completed, meaning in this case, meeting the inspection standards of the City.

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

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

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

(See **Exhibit A**); and

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

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

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

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

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

- a. Developer's Project will serve to further the development of adjacent areas.

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

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

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

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

PASSED and APPROVED by the City Council of the City of Wood River this 3<sup>rd</sup> day of September 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:

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,  
BETWEEN LISA SCROGGINS, AND CITY OF WOOD RIVER, FOR 648 N. WOOD  
RIVER AVE., WOOD RIVER, ILLINOIS**

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

**PREAMBLE**

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

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

**WHEREAS**, Developer owns:

648 N. Wood River Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

**WHEREAS**, Developer has submitted a "City of Wood River TIF Improvement Program Application" for the development of the Property for façade restoration to Full Deck Print & Design.(See **Exhibit A**); and

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

1. Repairment of Potholes;
2. Seal Coat Entire Parking Lot;
3. Stripe Parking Lot;

(See Estimated Façade Improvement Bid Brody's SealCoating and Striping Bethalto, IL attached hereto as **Exhibit B**); and

**WHEREAS**, Developer estimates the total costs for the façade improvement of the Property to be \$7,000.00 (See **Exhibits A and B**; hereinafter "Project"); and

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

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

Illinois TIF Act; and

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

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

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

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

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

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

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

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

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

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

2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building

code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.

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

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

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

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

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

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

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

### **Section 3. Obligation of City.**

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

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$7,000.00

b. City agrees to reimburse the Developer up to the maximum sum of \$3,500.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$3,500.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs):

1) Year One - \$3,500.00 commencing with the "Approval of the City" that the Developer's Project has been completed, meaning in this case, meeting the inspection standards of the City.

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

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

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

#### **Section 4. Reimbursement to Developer under the TIF Act.**

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

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

c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any TIF act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for



approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.

- d. At City's request, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns, if any. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property, and show proof that all sales taxes have been paid in full.
- e. The City Accountant shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

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

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

Undesirable examples include new ownership that are

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

**Section 5. Indemnification.** Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits,

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

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

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

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

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

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

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

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

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

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

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

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

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

Lisa Scroggins  
448 Valleyview Dr.  
East Alton, IL 62024

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

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City Manager

LISA SCROGGINS

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Lisa Scroggins

**City of Wood River TIF Improvement Program Application**

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

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

Applicant Name: LISA SCOGGINS Business Name: Full Deck Print & Design  
Applicant Mailing Address: 448 VALLEYVIEW DR, EAST ALTON, IL  
Applicant Phone Number: 618-531-2608 Fax: -- Email: KerLiDesigns@sbcglobal.net  
Federal Employer Identification Number (FEIN): n/a  
Social Security Number for Sole Proprietor (SSN): n/a

Type of Business Entity:

Individual     Corporation     Partnership     Other: \_\_\_\_\_

I am applying for a \$ 3,500.00     Cash Grant  
 Reimbursement from future tax increment

Project Category:

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

Building Name (if it has one): \_\_\_\_\_

Building Address: 648 N Wood River Ave, Wood River, IL

How is the title held to the property?

- Individual     Corporation     Land Trust  
 Partnership     Limited Liability Company     Other: \_\_\_\_\_

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

Owner(s) phone no.: 618-531-2608

If the applicant is not the same as the owner, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Building Data:

	Total	Portion Addressed By Project
Site square footage:	<u>24,570</u>	<u>15,256</u>
Building square footage:	<u>2,898</u>	_____
Number of floors in building:	<u>1</u>	_____
Approximate year constructed	<u>1960</u>	_____
Most Recent Real Estate Taxes Paid:	<u>\$4,350</u> Year Paid - <u>2024</u>	_____

3. Current Use:

Graphic design, vinyl printing services, vehicle branding, signs, banners, stickers  
\_\_\_\_\_  
\_\_\_\_\_

4. General Project Description and /or Proposed Use:

Repair potholes, seal coat entire parking lot, stripe parking.  
\_\_\_\_\_  
\_\_\_\_\_

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

The tenant of the property is Aaron Ridenhower, owner Full Deck Print & Design.

We have a rental agreement and he pays monthly rent.

He has operated a business at this location since 2017.

6. Who will own the property?

KERRY & LISA SCOGGINS

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

Improve the appearance of the property.

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

a. Present Number of Employees      Full Time   1   Part Time   1  

b. Anticipated Number of Employees      Full Time   1   Part Time   1  

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



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

	<u>City TIF</u>	<u>Bank</u>	<u>Owner Equity</u>	<u>Other</u>
Property Acquisition	\$	\$	\$	\$
New Construction	\$	\$	\$	\$
Facade Improvement	\$ 3,500	\$	\$ 3,500	\$
Design Services	\$	\$	\$	\$
Building Rehab	\$	\$	\$	\$
Equipment/Fixtures/ Furnishings	\$	\$	\$	\$
Emergency Repairs	\$	\$	\$	\$
ADA/Life Safety/ Building Code/Elec.	\$	\$	\$	\$
Building Demo/Site Preparation	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

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

We are proud to own commercial property in Wood River and proud to do business in the area.  
 We feel our location should be upgraded to reflect the improvements to the neighborhood by the new Recreation Center.  
 Hopefully other businesses on Wood River Ave will follow suit.  
 We were always hesitant to make improvements to the property at the risk of ever increasing property taxes. TIF helps ease that pain.

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Luis Serrano  
Applicant's Signature

OWNER  
Title

8/15/2024  
Date

(Applicant – do not write below this line)

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

# Brody's SealCoating and Striping

14 Northwood Dr  
Bethalto IL 62010  
(618)798-1942  
[brodys.sealcoating.striping@gmail.com](mailto:brodys.sealcoating.striping@gmail.com)

Estimate Form

Date: 6/27/24

Quotation: Full Deck Print & Design

Quotation Valid until: October 1st 2024

Prepared By: Brody Rust

Description: Ensure that all potholes 2 inches or deeper are filled.  
*Seal existing blacktop in front*

Total Price: \$1000.00

If you have any questions concerning this quotation contact Brody's SealCoating and Striping @ 618-798-1942 or Email- [brodys.sealcoating.striping@gmail.com](mailto:brodys.sealcoating.striping@gmail.com)

Thank you for considering Brody's SealCoating and Striping. I appreciate the opportunity and look forward to the possibility of working together.

Please make checks payable to: Brody Rust

Mon/Tues Jul 15/16

# Brody's SealCoating and Striping

14 Northwood Dr  
Bethalto IL 62010  
(618)798-1942  
[brodys.sealcoating.striping@gmail.com](mailto:brodys.sealcoating.striping@gmail.com)

Estimate Form

Date:7/26/2024

Quotation: Full Deck Print & Design

Address: 648 N Wood River Ave, Wood River IL 62096

Quotation Valid until: October 1st 2024

Prepared By:Brody Rust

Description:Clean the entire commercial parking lot using a skid steer with a street sweeper attachment to ensure the surface is clean and free of debris. SealCoat 15,256 Square Foot using SealMaster commercial grade sealer. Fill in the pot holes using 2 ton of Asphalt cold patch.

Total Price:\$6000.00

If you have any questions concerning this quotation contact Brody's SealCoating and Striping @ 618-798-1942 or Email- [brodys.sealcoating.striping@gmail.com](mailto:brodys.sealcoating.striping@gmail.com)

Thank you for considering Brody's SealCoating and Striping. I appreciate the opportunity and look forward to the possibility of working together.

Please make checks payable to:Brody's SealCoating & Striping

# Internal Memorandum

To: Honorable Mayor and Members of the City Council  
 From: Karen Weber, Director of Finance  
 CC: Steve Palen, City Manager  
 Date: May 6, 2024  
 RE: 1 E. Ferguson TIF Agreement Amendment

Please find attached the proposed ordinance to amend the existing TIF agreement for the property located at 1 E. Ferguson. The amendment specifically addresses a change in the payment schedule outlined in Section 4.1 of the agreement.

The original language in the TIF agreement specifies that payments to the developer cannot be made before December 1 of each year. However, I anticipate that the property will receive its Certificate of Occupancy prior to this date. In light of this, and to avoid unnecessary delays in the reimbursement process, I propose updating the language to allow payments to commence immediately upon issuance of the Certificate of Occupancy.

Additionally, it's important to note that all newer TIF agreements drafted by our city attorney already include this updated language.

The original Section 4.1 reads:

*"The City has established a special tax allocation fund solely for the Project Area (the "STAF") into which the City shall deposit Incremental Taxes, as hereinafter defined, generated from the Project Area. So long as no notice of default has been issued and remains outstanding as provided in Article 6 hereof, on December 1 of each year commencing the year following the issuance of a Certificate of Occupancy for the Subject Property, the City shall annually reimburse the Developer Forty Thousand Dollars (\$40,000) for Redevelopment Project Costs and continue on December 1 to reimburse the Developer Forty Thousand Dollars (\$40,000) each year for the following five (5) years until the Developer has received a total of Two Hundred Forty Thousand Dollars (\$240,000).*

We propose to amend Section 4.1 to read:

*The City has established a special tax allocation fund solely for the Project Area (the "STAF") into which the City shall deposit Incremental Taxes, as hereinafter defined, generated from the Project Area. The City agrees to reimburse the Developer annually Forty Thousand Dollars (\$40,000) over five (5) fiscal years, commencing with Certificate of Occupancy and then each year annually thereafter, for a total of Two Hundred Forty Thousand Dollars (\$240,000).*

This amendment will streamline the reimbursement process, aligning it with the expected project timeline and current practices in our TIF agreements. Your approval of this ordinance will ensure that the reimbursement can proceed without delays and support the successful completion of the project at 1 E. Ferguson.

Please review the attached ordinance and feel free to reach out with any questions or concerns. Thank you for your attention to this matter.

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

**AN ORDINANCE AMENDING A REDEVELOPMENT AGREEMENT BETWEEN CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS, AND DAKTER HOLDINGS LLC AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED REDEVELOPMENT AGREEMENT, PURSUANT TO 65 ILCS 5/8-1-2.5, AND OTHER ACTIONS RELATED THERETO**

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

**WHEREAS**, City has authority to reimburse expenses for economic development pursuant to 65 ILCS 5/8-1-2.5, which states, in pertinent part:

Sec. 8-1-2.5. Expenses for economic development. The corporate authorities may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

and

**WHEREAS**, City and Developer intend to repeal and supersede previously executed Redevelopment Agreements with this Amended Redevelopment Agreement (*See Exhibit A*). City and Developer agree this Amended Redevelopment Agreement states the terms and conditions of any Redevelopment Agreement between City and Developer related in any way to Dakter Holdings LLC and 1 East Ferguson, Wood River, Illinois; and

**WHEREAS**, City has determined Dakter Holdings LLC has presented to City a proposal for a Amended Redevelopment Agreement (*See Exhibit A*) related to redevelopment of:

PIN#: 19-2-08-28-08-203-037

Address: 1 East Ferguson, Wood River, IL

(“Property”); and

**WHEREAS**, Developer has previously proposed to demolish, rebuild and develop the Property; and

**WHEREAS**, Developer’s Project will enable Developer to create opportunities for additional employment; and

**WHEREAS**, Developer’s Project will require Developer to incur certain costs that will be eligible for reimbursement from City according to 65 ILCS 5/8-1-2.5; and

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

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

**WHEREAS**, City has previously agreed to provide financial assistance to Developer as follows:

- a. Total Estimated Business District Eligible Costs: \$620,000.00
- b. City has previously agreed to reimburse up to \$240,000.00 in Redevelopment Project Costs for this Project, as defined in the Amended Redevelopment Agreement (*see Exhibit A*);

and

**WHEREAS**, City desires to authorize the execution of the Amended Redevelopment Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**; and

**WHEREAS**, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Second Amended Economic Development Agreement between City and Developer (*see Exhibit A*).

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

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

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

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

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

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

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

PASSED and APPROVED by the City Council of the City of Wood River this 3<sup>rd</sup> day of September 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:



**AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF  
WOOD RIVER, MADISON COUNTY, ILLINOIS AND DAKTER HOLDINGS LLC**

**THIS AMENDED REDEVELOPMENT AGREEMENT** (*"Agreement"*) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (*"Effective Date"*), by and between the City of Wood River, Madison County, Illinois, an Illinois municipal corporation (*"City"*), and Dakter Holdings LLC, a limited liability company of the State of Missouri (the *"Developer"*).

In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

**ARTICLE 1: RECITALS**

1.1 The City is a duly organized and validly existing non-home-rule municipality pursuant to the Constitution of the State of Illinois of 1970 and the laws of this State.

1.2 The City is engaged in the revitalization of its commercial and industrial districts which includes the property commonly known as 1 East Ferguson Avenue which property is identified by parcel number 19-2-08-28-08-203-037 (the *"Subject Property"*) and improved with a two-story building which has been vacant for several years.

1.3 The City has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

1.4 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Missouri, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the *"TIF Act"*), the Mayor and City Council of the City (collectively, the Corporate Authorities) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as such terms are defined in the TIF Act.

1.5 To stimulate and induce redevelopment pursuant to the TIF Act, the City, after giving all required notices, conducting a public hearing and making all findings required by law, on January 7, 2019, pursuant to Ordinance Nos. 2599, 2600 and 2601, approved a Redevelopment Plan and Project (the *"Redevelopment Plan"*) for an area designated as the Redevelopment Project Area #3 (the *"Project Area"*), which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of *"Redevelopment Project Costs"*, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.

1.6 The Developer submitted a proposal to the City to acquire the Subject Property and substantially renovate its interior and redevelop it in order to create commercial office space (the *"Project"*).

1.7 The Developer has advised the City that it is not economically feasible for the Developer to undertake the Project due to the extraordinary costs required for the redevelopment of the Subject Property without financial assistance from the City.

1.8 The City desires that the Developer proceed with the Project in order to: increase the tax base for the City and taxing districts authorized to levy taxes upon the Subject Property; provide employment opportunities for its residents; and, improve the general welfare of the community; and, therefore, is prepared to reimburse the Developer for certain Redevelopment Project Costs (as defined in Article 3) associated with the Project, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

## ARTICLE 2: DEVELOPER'S OBLIGATIONS

2.1 The Developer covenants and agrees that the following obligations of the Developer shall be preconditions to the City's obligations to reimburse the Developer for certain Redevelopment Project Costs in accordance with the terms and conditions in this Agreement:

- (a) The Developer shall obtain all approvals, consents and building permits from the City and commence construction of the Project on or before July 31, 2023, as required by all City building regulations and any other applicable City ordinance and shall have paid all building permits and fees and the fees of any other unit or agency of government.
- (b) On or before December 31, 2023, the Developer shall have completed construction of the Project in accordance with this Agreement, any permits issued by the City, the City Code and building regulations, and all other applicable laws and have obtained a certificate of occupancy for the Subject Property.
- (c) Upon completion of the Project, the Developer shall deliver to the City an itemization of all costs incurred in connection with the Project accompanied by all paid bills, invoices, receipts, and other documentation requested by the City evidencing a total investment of approximately \$620,000 (six hundred twenty thousand dollars) incurred by the Developer to acquire the Subject Property and construct the Project.
- (d) Upon leasing of the building, thirteen (13) full-time jobs and eight (8) part-time jobs shall be created.

2.2 The Developer covenants and agrees to pay all fees, fines, utility bills and taxes when due to the City, State of Illinois, federal government and all taxing districts having the Subject Property within their jurisdiction, including but not limited to all real estate taxes; and, to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.

2.3 The Developer covenants and agrees not to convey the Subject Property during the term of this Agreement without the written consent of the City.

### **ARTICLE 3: CITY OBLIGATIONS**

3.1 In consideration for the Developer undertaking and completing the Project on the Subject Property and satisfaction of its obligations as itemized under Article 2 of this Agreement, so long as no notice of an event of default has been issued pursuant to Article 6 hereof and remains outstanding, the City shall reimburse the Developer Two Hundred Forty Thousand Dollars (\$240,000) for Redevelopment Project Costs incurred in connection with the Project from the sources and in accordance with procedures set forth in Article 4.

3.2 Reimbursement of the amount set forth herein shall be made annually from the sources and in accordance with the procedures set forth in Article 4 hereof until the Developer has received Two Hundred Forty Thousand Dollars (\$240,000) for Redevelopment Project Costs incurred in connection with the Project.

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

### **ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER**

4.1 The City has established a special tax allocation fund solely for the Project Area (the "STAF") into which the City shall deposit Incremental Taxes, as hereinafter defined, generated from the Project Area. The City agrees to reimburse the Developer annually Forty Thousand Dollars (\$40,000) over five (5) fiscal years, commencing with Certificate of Occupancy and then each year annually thereafter, for a total of Two Hundred Forty Thousand Dollars (\$240,000).

4.2 THE CITY'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED INTO THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY. As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located therein over the initial equalized assessed value said parcels.

### **ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

5.1 Developer's Representations Warranties and Covenants. To induce the City to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

- (a) Recitals. All representations and agreements made by Developer in Article 1 are true, complete, and accurate in all respects.

- (b) Organization and Authorization. Developer is a limited liability company of the State of Missouri duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer; the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer; or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of Developer's knowledge, threatened against Developer that would materially or adversely affect:
  - (i) The ability of Developer to proceed with the construction and development of the Subject Property;
  - (ii) Developer's financial condition;
  - (iii) The level or condition of Developer's assets as of the date of this Agreement; or  
  
Developer's reputation.
- (e) Terms and Conditions. The Developer shall comply with all terms and conditions of its lease agreement for the Subject Property.

5.2 City Representations, Warranties and Covenants. To induce Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the City represents, covenants, warrants and agrees as follows:

- (a) Recitals. All representations and agreements made by the City in Article 1 are true, complete, and accurate in all respects.
- (b) Authorizations. The City has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and City Clerk to execute and deliver this Agreement.

- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the City, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the City is a party or by which the City is now bound.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the City's knowledge being threatened against the City that would materially or adversely affect:

The ability of Developer to proceed with the construction of the Development.

- (ii) The ability of the City to perform its obligations under this Agreement.

## **ARTICLE 6: ENFORCEMENT AND REMEDIES**

6.1 Enforcement: Remedies. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, in an amount in excess of the amounts received by the Developer pursuant to this Agreement on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

6.2 Notice: Cure; Self-Help. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 6, 30 days after notice of any breach delivered in accordance with Section 9.1 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 6.4 and 6.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 6.2, then, except as specifically provided otherwise in the following sections of this Article 6, and in addition to any and all other remedies that may be available either in law or equity, the party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

6.3 Events of Default by Developer. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- (c) Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Article 2, contained in this Agreement.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- (e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (f) Developer's failure to pay the fees and expenses described in this Agreement.

#### 6.4 Remedies for Default By Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City may terminate this Agreement at which point all future obligations hereunder shall be deemed null and void, or, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement.
- (b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer

and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken.

6.5 Indemnification by Developer: Agreement to Pay Attorneys' Fees and Expenses.

Developer agrees to indemnify the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or (ii) Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the City or any of the aforesaid parties in connection with or as a result of: (i) the performance of the City's representations, warranties and covenants under Article 5 of this Agreement; (ii) the City's default under the provisions of this Agreement; or (iii) the act, omission, negligence or misconduct of the City or any of the aforesaid parties. If Developer shall commit an event of default and the City should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of Developer herein contained, Developer, on the City's demand, shall pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

6.6 Events of Default by City. Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:

- (a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.
- (c) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

6.7 Remedies for Default by City. Subject to the provisions of this Agreement, in the case of an event of default by the City, Developer, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in

any amount in excess of the specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

## ARTICLE 7: GENERAL PROVISIONS

7.1 Maintain Improvements in Good and Clean Condition: Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by Developer of the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by Developer or any agent of or contractor hired by, or on behalf of Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

7.2 Liability and Indemnity of City.

- (a) No liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement, claims that are made against the City that relate to one or more of the City's representations, warranties, or covenants under Article 5 and claims that the City, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.
- (c) Defense Expenses. Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

The City agrees that upon a successor becoming bound to the obligations created herein in the manner provided herein and providing the financial assurances required herein, the liability of Developer shall be released to the extent of the transferee's assumption of such liability.



7.3 No Implied Waiver of City Rights. The City shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the City, no failure to exercise at any time any right granted herein to the City shall be construed as a waiver of that or any other right.

7.4 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

7.8 Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City.

## **ARTICLE 8. TERM**

Term. Unless terminated pursuant to Article 6 hereof, this Agreement shall be in full force and effect upon its execution by the parties and terminate upon reimbursement to the Developer of Two Hundred Forty Thousand Dollars (\$240,000) for Redevelopment Project Costs incurred in connection with the Project.

## **ARTICLE 9. NOTICES**

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

with a copy to:

Dakter Holdings LLC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notices and communications to the City shall be addressed to and delivered at these addresses:

City of Wood River  
111 North Wood River Avenue  
Wood River, Illinois 62095  
Attn: City Manager

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

#### **ARTICLE 10. IN GENERAL**

10.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the City and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

10.2 No Third Party Beneficiaries/Assignment. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or Developer.

10.3 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

10.4 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

**City of Wood River,**  
an Illinois municipal corporation

Attest:

By: \_\_\_\_\_  
Mayor Tom Stalcup

By: \_\_\_\_\_  
City Clerk Danielle Sneed

**DAKTER HOLDINGS LLC**  
A limited liability company

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

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

**RESOLUTION NO:**

**RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH JOHN STANDEFER ALLSTATE INSURANCE FOR THE WOOD RIVER RECREATION CENTER**

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

**WHEREAS**, City desires to offer a sponsorship opportunity for John Standefer Allstate Insurance (“John Standefer”) to sponsor the walking track at the Wood River Recreation Center; and

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

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

**WHEREAS**, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the Standefer 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 Standefer 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 Standefer 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 September 3, 2024.

PASSED and APPROVED this 3<sup>rd</sup> day of September, 2024.

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

ATTEST:

---

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

## Agreement

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

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

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

### EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

### LANDMARK – WALKING TRACK PARTNER

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

### MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

### TERM AND INVESTMENT

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

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

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

## **TERMINATION**

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

## **REPRESENTATIONS AND WARRANTIES**

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

## **XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY**

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

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

### **XIII. NAME CHANGE**

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

### **XIV. MISCELLANEOUS**

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



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

## SIGNING PARTIES

SPONSOR

John Standefer  
Allstate Insurance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OWNER

City of Wood River

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RESOLUTION NO.**

**RESOLUTION ISSUING A "G" RESTAURANT/BAR LIQUOR LICENSE TO EL PATIO 1822, LLC, ON BEHALF OF EL MICHOACAN**

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

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued . . . 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, El Patio 1822, LLC desires to obtain a "G" Restaurant/Bar liquor license to operate El Michoacan; and

WHEREAS, El Patio 1822, LLC, on behalf of El Michoacan, submitted an Application for Alcoholic Liquor License to City (*see* "Application" attached hereto as **Exhibit A**); and

WHEREAS, El Patio 1822, LLC, on behalf of El Michoacan's, Application (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City has determined there is one "G" Restaurant/Bar liquor license currently available to be issued to El Patio 1822, LLC, on behalf of El Michoacan; and

WHEREAS, City has determined El Patio 1822, LLC, on behalf of El Michoacan, shall be issued the "G" Restaurant/Bar liquor license currently available, and there is no need to increase or decrease the number of liquor licenses available; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue El Patio 1822, LLC, on behalf of El Michoacan, a "G" Restaurant/Bar Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the "G" Restaurant/Bar liquor license to El Patio 1822, LLC, on behalf of El Michoacan; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue a "G" Restaurant/Bar liquor license to El Patio 1822, LLC, on behalf of El Michoacan.

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

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

*Section 2.* City may issue a "G" Restaurant/Bar liquor license to El Patio 1822, LLC, on behalf of El Michoacan.

*Section 3.* This resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 3<sup>rd</sup> day of September, 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:

#9 Exhibit  
A

**CITY OF WOOD RIVER, ILLINOIS  
APPLICATION FOR ALCOHOLIC LIQUOR LICENSE**

**Municipal Code of Ordinances of 1990 – Title XI – Chapter 112: Alcoholic Beverages**

The license period is from May 1 to April 30. All licenses expire at midnight on April 30.  
(Applications for renewal must be submitted by April 1, or the first business day immediately after,  
to allow for processing of license renewal)

**TO THE LIQUOR CONTROL COMMISSIONER:**

The undersigned hereby makes application for the issuance of a license for the sale of alcoholic liquor, as indicated hereafter.

**CLASS OF LICENSE APPLIED FOR AND ANNUAL FEES  
(CHECK CLASS DESIRED)**

_____ Class A: Tavern \$700.00	_____ Class C: Package/Liquor Store \$660.00
_____ Class B: Late Tavern \$500.00 (in addition w/ 2 AM closing)	_____ Class D: Club Non-profit \$200.00
_____ Outdoor License \$50.00 (in addition)	_____ Class E: Restaurant \$330.00 (beer & wine only, without bar)
_____ Early License \$100.00 (in addition)	_____ Class G: Restaurant/Bar \$700.00
	_____ Class I: Gas Station Pour \$700.00

X

**Answer all questions fully.**

- Name of applicant: EL PATIO 1822, LLC  
(Corporation name, if applicable)
- Address: 1822 VAUGHN RD WOOD RIVER IL 62095  
(Corporation address, if applicable)
- Phone# 618-216-2071

**Questions 4 thru 7 are for individual applicants only. Do not answer 4 thru 7 if the applicant is a corporation.**

- Date of Birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- Are you a citizen of the United States? \_\_\_\_\_
- If a naturalized citizen, give date and place of naturalization: \_\_\_\_\_
- Driver's license number \_\_\_\_\_

8. Applicant (is doing) / proposes to do (circle one) business under the name of: EL MICHOALAN at the following address: 1802 VAUGHN RD Phone: 618-416-2071
9. State the principal kind of business transacted or to be transacted under the above name and location: ILLINOIS
10. Date upon which the business began or is intended to begin at the above location: 9/4
11. Illinois Department of Revenue Registration No.: 99-4595963
12. Date when applicant began or intends to begin selling alcoholic liquors: WHEN APPROVED W/ CITY STATE
13. Amount of goods, wares and merchandise on hand: \$ 2-6K
14. Length of residence in Wood River: \_\_\_\_\_ years. In Madison County: 30 years. In State of Illinois: 30 years.
15. How long have you been engaged in the business of selling alcoholic beverages at retail in Wood River? NONE
16. Have you ever made application for a liquor license for a Wood River location other than above? YES/NO NO
17. If answer to #16 is yes, what disposition was made of that application? (Issued? Denied?) N/A
18. Have you ever been convicted of a felony? YES/NO NO
19. Are you disqualified for any reason, under the aforesaid ordinance or under the Statutes of the State of Illinois for the issuance of an alcoholic liquor license? YES/NO NO  
Explain: N/A
20. Has your license ever been revoked? YES/NO NO
21. Does the applicant own the business premises? YES/NO NO
22. If no, from whom are the premises leased: MALLORY DENTAL, LLC
23. Expiration date of lease: AUGUST 2029 - 5yr LEASE  
(An executed photo copy of such lease must be attached to application).
24. Is the proposed or present place of business within 100 feet of any church, school or hospital? YES/NO NO

The following items, No. 25-30, are to be answered ONLY in the event this application is being presented by a CORPORATION.

25. Exact corporate name: EL PATIO 1822, LLC

26. State of incorporation: IL

27. If foreign corporation, has it qualified to do business in the State of Illinois? YES/NO (NO)  
Date of qualification: N/A

28. Name of local registered agent upon whom process papers may be served:

Agent: QUALITY BACK DOOR

Agent's address: 1910 PAPIN # 108 ST LOUIS MO 63103

Telephone No.: 314-241-1111

29. State the purposes for which the Corporation was formed: IL

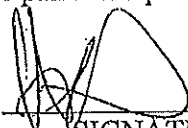
(attach additional sheets if necessary)

30. Provide on a separate sheet of paper, which must be attached hereto and made a part hereof, the following specific information.

- a) The names and addresses of all officers and directors of the corporation.
- b) The names and addresses of all stockholders owning in the aggregate more than five percent (5%) of the stock of the corporation.

31. Are any of the persons listed in 30a and 30b ineligible to receive an alcoholic liquor license under the aforesaid ordinance or under the Statutes of the State of Illinois for any reason other than citizenship and residence within the City of Wood River? NO

32. By the execution of this application, the applicant does hereby swear or affirm not to violate any of the laws of the United States, the State of Illinois, or the Ordinances of the City of Wood River in the conduct of the aforesaid business and further, that all of the answers to the foregoing application and its attachments, if any, are true, under the pains and penalties of willful perjury.

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT

Form **LLC-5.5**

Illinois  
Limited Liability Company Act  
Articles of Organization

FILE # 15138548

Secretary of State Alexi Giannoullas  
Department of Business Services Limited  
Liability Division  
www.ilsos.gov

Filing Fee: \$150  
Approved By: MJH

FILED  
AUG 23 2024  
Alexi Giannoullas  
Secretary of State

1. Limited Liability Company Name: EL PATIO 1822 LLC

2. Address of Principal Place of Business where records of the company will be kept:

1822 VAUGHN RD

WOOD RIVER, IL 62095

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

GARY GROTTKE  
47 E CHICAGO AVE STE 360  
NAPERVILLE, IL 60540-5611

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

PADILLA, SUSANA  
50 PARK PL  
ST PETERS, MO 63376

20%

ZENDEJAS, JOSE ALBERTO  
232 ANA AVE  
GODFREY, IL 62035

40%

FABICHESKI, HOPE  
624 VALLEY VIEW DR  
BETHALTO, IL 63376

40%

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: AUGUST 23, 2024

SUSANA PADILLA  
50 PARK PL  
ST PETERS, MO 63376



Schedule of Prices

Contractor's Name: Schulte

Supply

Address: 5998 Red Bud Ln

Edwardsville IL 62025

Bidder's Proposal Unit Price for Water Service Line Potholed and Surveyed \$209.95 / location per

The City of



111 Wood River Avenue  
Wood River, IL 62095-1938

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

APPLICATION TO SOLICIT CONTRIBUTIONS  
ON PUBLIC STREETS

Date: 2-22-24/8-20-24

Tim Donohoo

Name of Person completing application: East Alton-Wood River Wrestling

Title: Head Wrestling Coach

Agency/group seeking permit: East Alton Wood River High School Wrestling

Address of agency/group: 777 N. Wood River Ave.  
Wood River, IL 62095

Phone number: 618-791-5074

Date for which permit is sought: ~~8-24-24~~ requested to reschedule due to labor day parade route being changed  
New date: 9/14/24

Proposed hours of solicitation: 8am - 2pm

Does the soliciting agency agree to be solely liable for any injuries to any person or property during solicitation, which is casually related to an act of ordinary negligence of the soliciting agent?

yes

Have you obtained 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) covering soliciting agency and listing the City of Wood River as additional insured? yes

A certified copy of said insurance policy must be filed with the City Clerk at least five (5) days prior to the solicitation activity.

**SOLICITATION REQUIREMENTS:**

- Solicitation shall only take place between April 1 and November 1. Solicitations are permitted on **Saturdays only** and may begin at 8:00 am and must end by 4:00 pm, unless otherwise approved by the City Council.
- The solicitation agency 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 solicitation, 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 five (5) days prior to the solicitation activity.
- Solicitations are only permitted at the intersection of **Wood River Avenue and Penning Avenue**.
- A limit of two (2) solicitations shall be permitted in any calendar month within the City, for a total not to exceed twelve (12) in any calendar year.
- No soliciting agency/group shall solicit more than once a calendar year.
- All soliciting agencies must use cones, safety vests, and appropriate signage identifying the agency/cause. The City requires \$100 deposit for use of city cones and vests.
- Any group under the age of 18 must have adult supervision.
- Solicitation requests shall be turned into the City Clerk's office between February 1 and February 29, 2024, on the appropriate application (attached).
- Violation of the above policy by any person, group, corporation or charity may lead to revocation or suspension of the right to solicit funds in the future.

I, the undersigned, hereby verify that I have read the solicitation requirements and agree to abide by the requirements set forth.

  
\_\_\_\_\_  
Signature of Applicant

**Return completed application to:**

Office of the City Clerk  
City of Wood River  
111 N. Wood River  
Wood River, IL 62095