

ORDER OF BUSINESS

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

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

AGENDA

- 1) Roll Call: Tom Stalcup
David Ayres
Jeremy Plank
Bill Dettmers
Scott Tweedy
- 2) Approval of the minutes of the regular meeting of September 16, 2024, as printed.
- 3) Approval of the minutes of the special meeting of September 25, 2024, as printed.
- 4) Approval of the bills submitted for payment for the period September 12, 2024, to October 2, 2024, as printed. (Expenditures pertaining to the Local Government Travel Expense Control Act: None)
- 5) REQUEST BY MAYOR FOR:
 - A. Request for Citizen comments/communications/petitions
 - B. Reports/comments from City Officials
- 6) Approval of an ordinance amending the City Code 90-7, Title VII: Traffic Code, Chapter 76: Parking Schedules, Schedule I: Parking Prohibited at All Times on Certain Streets removing the no parking sign on the north side of Tennyson from the intersection with Sixth Street then east to the westside of the alleyway (approximately 100 feet), as recommended by the Traffic Commission.
- 7) Approval of an ordinance authorizing the execution of a commercial real estate sales contract with Steve Brown and Melanie Brown for the purchase of property located at Parcel ID 19-2-08-27-05-104-047, commonly known as 101 E. Ferguson, Wood River, Illinois 62095, in the amount of \$50,000.00.
- 8) Approval of an ordinance authorizing the execution of a Redevelopment Agreement with Daniel Donohoo, for TIF Financial Assistance at 632 N. Wood River Avenue, as submitted by the TIF Committee.
- 9) Approval of a resolution declaring the structure(s) located at Parcel ID 19-2-08-27-16-402-018, commonly known as 545 10th Street, Wood River, Illinois 62095, unsafe and a public nuisance and authorizing the Prosecuting Attorney to proceed with legal action, as submitted by the Building and Zoning Administrator.
- 10) Approval of a resolution authorizing the Prosecuting Attorney to file the necessary documents to intervene in the proceeding before the Madison County Board of Review by Daniel G. Kamin Yorkshire LLC, described as Parcel ID 19-1-08-26-02-201-023.001, and located at 1900 E. Edwardsville Road, Wood River, Illinois 62095.
- 11) Approval of a resolution approving Change Order No. 1 to increase the scope of the contract with Kamadulski Excavating & Grading Co. Inc., for concrete sidewalks at various locations throughout the City, as submitted by the Director of Public Services.
- 12) Approval of a resolution amending Resolution No. 2054 and other related matters concerning the Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for shared space between the City of Wood River and Rent Fun, as submitted by the City Manager.

- 13) Approval of a request to seek bids for asphalt resurfacing at Emerick Sports Complex, as submitted by the Director of Parks and Recreation.
- 14) Approval of a request to seek bids for the Wood River Downtown Pocket Park, as submitted by the City Manager.
- 15) Approval of a request to seek bids for the Wood River Downtown Dog Park, as submitted by the City Manager.
- 16) Approval of a request to hold the Halloween parade on Saturday, October 26, 2024, beginning at 10:30am.
- 17) Approval of establishing the following rules for “Trick or Treat”:
Trick or Treat will be permitted on October 30th and 31st between
the hours of 6:00 p.m. and 8:00 p.m. for children 12 years of age and under.
Only at homes with porch lights on.
- 18) Old Business
- 19) New Business
- 20) Adjournment

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

September 16, 2024

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Monday, September 16, 2024, in the Council Chambers at City Hall, 111 N. Wood River Avenue, with the recital of the Pledge of Allegiance. The Clerk called the roll and reported that the following members were:

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

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

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

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

APPROVAL OF BILLS:

Councilman Ayres moved to approve the bills submitted for payment for the period August 29, 2024, to September 11, 2024, as printed, seconded by Councilman Tweedy, and approved by the following vote:

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

APPROVAL OF THE FINANCIAL STATEMENT:

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

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

CITIZEN/CITY OFFICIAL COMMENTS:

Bill Rogers stated that he would like to comment on the Personnel questions on the agenda because the problems still exist. He stated that Police Chief Wells said in an editorial three years ago, that he was not doing his job in the public sector which is called dereliction of duty. Mr. Rogers stated that Chief Wells is also working two full-time jobs for the City, which violates the City Council statements a year ago and is grounds for termination. According to Mr. Rogers, Officer Johnson allowed his officers to kidnap his mother out of her home three times. His officers not only aided and abetted but participated. He should not be allowed to work for the City until his alleged retirement. Officer Buerke should not have been allowed to work for the City until he left for another jurisdiction. Officer DeSherlia acts like it is an imposition to investigate incidents targeting those he does not like. Mr. Rogers stated that he will not comment on Hoefert and Burns due to pending litigation. Officer Younker thought acting like big ethel was appropriate, and he spoke against her promotion due to her misconduct and was arrested for doing so. In a more recent incident, Officer Timmins was dispatched to an incident in January and told Mr. Rogers he would

call him back for updates, but he did not do that. Squad Car marked with 168 saw Mr. Rogers at Petro Mart and tried to incite an incident, then pulled to the pumps and repeatedly through his loudspeaker said "What's my name" referring to himself. Mr. Rogers stated that was more harassment. Public Safety sat at the corner for several hours for two days during the last week of December 2021 and two days during the first week of January 2022. Mike Roper brought Officer Greene to Petro Mart and failed to keep a mandatory distance and was only there for harassment, bullying, and intimidation. The day after his mother passed away, he was walking to church and was stalked by a cop. At least half the cops should be up on charges if not in jail or prison with theft of his funds, civil rights violations, three counts of grand theft auto, kidnapping, and elder abuse. He stated he and his family have been targeted by City employee misconduct long enough. Fire them or resign, that goes for the City Manager and the Chief of Police. How many lawsuits is it going to take to get the message across, union or not, government employee or not, they can be fired. Mr. Rogers worked for a government entity that was a union job and he saw it happen to coworkers. Retaliation will result in appropriate action being taken and if they get a chance for rebuttal on anything he said he will get a chance to respond, and it comes out of the City's time.

June Gibbs stated that recently she has seen on social media where elected government officials have been actively involved in trash pickup in the community. As the efforts are good for the betterment of the community, she has noticed that they are aligning themselves with the concept that it is a chain gang. Ms. Gibbs then stated that Mayor Stalcup is the one who is doing so. She does not know if the Mayor is ignorant, insensitive, or a racist. So, she took the time to give a brief history of chain gangs. Almost half a century after the Civil War, the southern states with a largely black population, made up two models of outdoor convict labor, the prison farm and the chain gang. Chain gangs flourished throughout the south. During the 1920's and the 1930's chained prisoners, mostly black, were commonly seen along the roadways in Georgia. Southern states encourage others to follow their lead. The race factor enhanced the enthusiasm of the chain gang for the good road movement. To a southern black prisoner, there was little difference between being a slave on a plantation or as a chained prison worker on the roads. They became slaves of the state. The atrocities shifted from the private sector to the state sector. Black prisoners labored and slept together with chains fastened through their feet and around their ankles. The rations were infested with maggots. With an armed white guard, the black convicts slaved from sunup to sundown. Brutalities and corporal punishment including beatings with a leather strap and thumping with rifle butts and clubs were commonplace. Major atrocities such as the staking treatment in which they chained inmates between stakes and poured molasses over them while bees and white flies crawled over them. Also, they used the sweat box treatment where they locked a prisoner into a wooden box for days that was not high enough to stand nor deep enough to sit while the temperatures exceeded 100 degrees. Also, they used what was known as the Georgia Rack, where they stretched the inmate between two hooks with a cable and turned a crank. Between constitutional issues, labor reform, and help from the media, chain gangs were eliminated. Ms. Gibbs stated that this is history Mayor Stalcup, so as he embraces this for a mere photo op, she hopes he remembers what was said this evening. She feels the Mayor should issue a public apology.

Mayor Stalcup stated that what he needs to know from Ms. Gibbs is if his ignorance is so high then will Ms. Gibbs be making the same trip down to the high school telling the football team and the chain gang down at the football field the same story.

Ms. Gibbs stated that she did not know that they were going to be doing it, it is not just you Mayor.

Mayor Stalcup asked Ms. Gibbs if she knew what a chain gang is for a football game.

Ms. Gibbs stated that she knows what a chain gang is along the roadway.

Audrey Dettmers stated that the TIF agreement proposed tonight, item seven on the agenda, should not have one aye vote tonight. As of Monday, September 16, 2024, at 8:00 a.m., the Illinois Secretary of State considered Wood River Revival LLC's status to be involuntary dissolution. In other words, the person identifying as Wood River Revival ignored their obligation to make contact with, we the people's representative, the Illinois Secretary of State. It could be easily identifiable for the purpose of commerce. The obligation was ignored for eight months. Ironically, during the afternoon today, the status for this corporate entity has changed to active. Besides the issue of corporate status, Wood River Revival had not paid their 2023 property taxes until Friday, September 13, 2024. However, on Saturday morning when looking at the Madison County property tax website, it showed that they were still in arrears. These taxes are for last year and the first installment was due in July and the second installment was due Tuesday, September 3, 2024. Given that information, she asked the Council, do noble righteous men justify contracting with a corporate entity that is negligent or would men that acquiesce to the proposal before you be termed desperate harlots. Furthermore, the City's agents, Ms. Weber, Mr. Palen, and Mr. Wells who also swore an oath to the Illinois Federal Constitutions need reprimanded as it should be embarrassing to this Council that basics like corporate status, property taxes, and good standing were not confirmed prior to Thursday, September 12, 2024, when the agenda was posted. This is the second time this year that we the people had to correct our public servants before entering unlawful contracts. This TIF District has and always will be dead. The Council can attempt to artificially ignite what would be classified as small business commerce but 10 to 20 million dollars over 23 years cannot revive that issue. The problem is opportunity cost. The enticement of globalization of commerce and a reduction on organically lifting up one's community caused this issue. Until Wood River has a significant amount of people who value local versus Amazon and Walmart prices, there is no hope. Ms. Dettmers stated that the Councilmen are the biggest reason Wood River is surviving solely on the one percent sales tax that was recently passed. Until they collectively, as in three or more of the Council, start to analyze every dollar spent with the City of Wood River's funds, the City will not have anything more than a working poor class tax base.

Mayor Stalcup congratulated Mickey Sabolo on having the highest revenue month in August in the past 30 years. Mr. Sabolo and his crew have done an excellent job this year at Belk Park.

The Concert in the Park will be held at Central Park on Friday, September 20, 2024, from 6:00 p.m. to 8:00 p.m., featuring Trent Thrun and Matt Gaden.

The Wood River Food Truck Festival will be held on Sunday, September 22, 2024, from 1:00 p.m. to 4:00 p.m. in Downtown Wood River on Ferguson Avenue and Whitelaw Avenue. There will be live music, shop specials, and food trucks.

Mayor Stalcup stated that it has come to his attention that there are concerns about the TIF program for Downtown Wood River. He would like to shed some light on what TIF is and how it is used in Wood River.

Tax Increment Financing, or TIF, is a common program used in municipalities to fund economic growth and community development. TIF uses increased property taxes from the district and is used to pay for these improvements.

TIF funds are not just handed over to businesses or developers. After applying for TIF and being approved by the City Council, work begins on the project. Funds are distributed after the project is completed and after the City officials have gone through the project and have approved all the work done and financial records. In some cases, TIF is distributed in phases, meaning as one phase of

construction is complete, and funds will be distributed for that phase only. Unfortunately, not all plans go smoothly, and business owners pull out of projects leaving an empty building looking for a new tenant. In those cases, TIF funds are not disbursed. He understands the frustration some people have about the speed these projects are moving. Everyone wants to see progress and completion of the many projects downtown. Unfortunately, some of the buildings being rehabilitated have been left in disrepair for many years and it has taken more manpower, funds, and time to finish these projects. In 2022, with the help of residents, Wood River completed a new Comprehensive plan. This plan included infrastructure, housing, parks, the downtown area, and the rest of Wood River. TIF was included in this plan to spur economic growth in the Wood River Downtown District; a copy of this plan is available at City Hall and the Wood River Library. Please rest assured that the TIF Committee and City Council have the best interest of the citizens in mind when approving TIF agreements, the City looks forward to the completion of these projects and the economic growth that comes with it.

He stated that if anyone has any questions or concerns, please reach out to the Mayor or the City Manager.

Finance Director Karen Weber explained that when a TIF application is received, her first step is to review the project to ensure it meets the criteria for TIF eligibility. She then thoroughly examines the supporting documents, including cost breakdowns, to analyze the amount requested and assesses whether the project would be beneficial for the City. Once she has completed this analysis, she presents the details to the other TIF committee members, where they discuss payment options and the feasibility of the request.

If the applicant agrees to the proposed terms, she forwards the application and payment information to the City Attorney for legal review. While the application is a useful starting point, many applicants find it difficult to provide all the necessary information without help. In such cases, she gathers additional details through phone calls or in-person meetings to clarify any uncertainties or omissions.

It is important to note that a formal TIF application is not required by state statute, and she views it as the beginning of a broader conversation with the applicant. Ultimately, the only binding document is the final agreement approved by the City Council. The TIF Committee's goal throughout the process is to ensure the City is negotiating deals that will attract new businesses and enhance existing ones, all in the best interest of the City of Wood River.

She also emphasized that there is no financial risk to the City until a TIF payment is made. Agreements specifically state that no payment will be issued if the business owes money to the City. Additionally, the check is cut to the entity specified in the agreement, so if a business is dissolved, they would not receive any payment. TIF agreements inherently carry some degree of uncertainty in the early stages, which is why the City includes protections in the agreement to safeguard the City's interests.

As someone who lives, works and invests in this community, Director Weber is deeply committed to doing her best for the City. She believes the TIF committee shares this dedication, and together they strive to fulfill the goals of the TIF district and advance the growth of Wood River. She understands that there may be concerns about the thoroughness or thoughtfulness of the TIF committee's work. She assured citizens that the TIF Committee takes these agreements very seriously and puts a great deal of care into ensuring they are in the best interest of the City.

Councilman Dettmers asked the Mayor to repeat what he said about the payments to be made to the TIF applicants.

City Manager Steve Palen stated that he thinks it was upon completion of the project.

Councilman Dettmers stated that it was something else that was said.

Mayor Stalcup stated that funds are distributed after the project is complete and after the City officials have gone through the project and have approved all the work done and financial records. In some cases, TIF's are distributed in phases meaning as one phase of the construction is complete funds would be distributed for that phase only. Unfortunately, not all plans go smoothly, and the business owners pull out of the projects.

Councilman Dettmers stated that tonight there is a change in the language that he has not noticed before. When he joined the City Council a little over a year ago, he had a meeting about TIF with Chris Sobrino, who was the head of the Finance Department, the City Treasurer, and on the TIF Committee. Mr. Sobrino was adamant that no TIF payments would be made to any business, currently or in the future if the building is vacant. In the agreement tonight, that language has changed. He asks that the Council make an amendment to that agreement to put it back to what it was before. The change would give the City Manager the discretion to make payments even if the building is vacant at any time in the future, and he does not agree with that. Chris Sobrino did not agree with that, he assured Councilman Dettmers that he would never approve a TIF agreement that did not have language in it that prohibited payment to a building owner who had a vacancy. That was one of the tools he felt was very important that the City had, and Councilman Dettmers agreed with him on that. The City should not be making payments to any building owner who does not have an occupant in their building. Those are some big changes that are being presented in this agreement. He would like to propose an amendment to put it back to what it was before.

Secondly, Councilman Dettmers stated that he has struggled with TIF. He has been in Downtown St. Louis at Laclede's Landing, where although they did not use TIF, back in the 1970's and 1980's, the federal government approved a 25% federal tax credit for the rehabilitation of old historical buildings. That is how Laclede's Landing got developed. After the new ballpark, it was a thriving community. After the St. Louis Cardinals built the new ballpark, the City of Saint Louis entered into an agreement to give the St. Louis Cardinals substantial sums of money to develop Ballpark Village not too far from Laclede's Landing. Laclede's Landing today is desolate, and it is because of Ballpark Village. The City government of Saint Louis granted millions of dollars to the Saint Louis Cardinals to develop their complex and the tax dollars shifted from Laclede's Landing to Ballpark Village. He does not believe that was a positive development. All it did was move the businesses and the tax dollars from one business district to another. He sees a similar situation with TIF. He suggested that the City do a comprehensive economic impact study to determine what TIF would mean to the City, but he has not gotten a response to that. He has several concerns with TIF but one of his main concerns with TIF is if the City has development in the Downtown District, with the incentives that are being given to businesses to come here, all it is going to do is take tax dollars from other businesses already in Wood River and put them out of business like what happened with Laclede's Landing. His second concern with TIF is speculators. He is not opposed to speculators, there is a time and place for them. He has voted for TIF dollars for businesses who own their building because he wants to see these business owners who are putting dollars into their buildings succeed. He would like to see more businesses come into Wood River to invest in buildings and get TIF dollars to develop their business. However, these speculators are coming in and buying all the buildings, they are increasing the value of these properties which makes it unsustainable to get brick and mortar businesses to come to Wood River. If there is a speculator who had an anchor business

that proved that it would not interfere with other businesses in Wood River, he thinks the City of Wood River would be successful. He has had several discussions about people bringing in different things in the Downtown District, but he has not seen it happen yet. Whenever there are vacant buildings in Downtown Wood River or anywhere in a small area, it is not good whether they are old buildings or rehabilitated buildings that are vacant. A vacancy is a vacancy, and it is not good. Councilman Dettmers stated that he has some real concerns about how the City is operating TIF and he is not convinced that TIF is the right thing to use to develop the City of Wood River.

Councilman Tweedy stated that he appreciates what Councilman Dettmers said about Laclede's Landing and Ballpark Village, but that is not the entirety of the story. When the City of St. Louis redid the Arch grounds, there was one way in and one way out of Laclede's Landing and the City admitted that it took many years to redo the Arch grounds but that was part of the reason for the economic downfall of Laclede's Landing.

Councilman Dettmers stated that the economic downfall occurred long before they shut down Second Street and the other egress and the way in and out of Laclede's Landing.

Councilman Tweedy stated that he understood. He does not necessarily disagree with any economic studies that the City can do and move forward, but he has heard Councilman Dettmers bring up Ballpark Village before and he does not feel like that is the whole story.

Councilman Dettmers stated that what they are doing now, is putting in lofts where nightclubs used to be, and they are hoping to bring in some barber shops and small stores because it is going to be a community where people will be living, and they are going to grow organically in the Laclede's Landing area. The death of Laclede's Landing was not within the last five years when they changed the roads, it was ten years ago when Ballpark Village was built.

Councilman Plank stated that roughly half a million dollars will be going into rehabilitating the building at 87 E. Ferguson that is deteriorating at this point and someone is going to invest their money into developing the building and if they do not have tenants in the building, they are the ones losing on the rental income, so they would be naturally inclined and motivated to find lessees for the building. Besides the fact that there is a building that is vacant and will suddenly be cleaned up and improved for someone to come along and not just lease it, but if they wanted to sell it to somebody else then the City has improved value in that building. Councilman Plank stated that he thinks this is a positive thing and he is hoping this goes forward.

Councilman Tweedy stated that he thinks it is a step in the right direction, to let a building sit and deteriorate is not the answer.

City Manager Steve Palen clarified that this will be the first time the City would be approving a TIF agreement for white boxing a building so that probably explains a little bit of why Chris Sobrino said what he did because at that time the City was not doing that. After talking to several surrounding communities that have TIF Districts in place that have been white boxing buildings for a long time, they have seen great results once it is white boxed, and almost immediately somebody is interested in the building. It is different than what we have done before but his personal opinion is that it is worth it.

Councilman Plank stated that he does think it is important to be up to date on their state requirements for filing for LLC, but he thinks it is more important before making a payment to them or a reimbursement payment, not necessarily before making the agreements in the beginning. In some cases, people buy parcels not understanding that the taxes have yet to be paid. It is easy to

understand that someone could buy a property, the City makes a TIF agreement with them, and then they pay the taxes after that agreement has been put in place. They have to understand that everything has to be done before the City will issue a payment. Again, there is no risk in it for the City until a check is cut.

Councilman Dettmers stated that he does not think that is the situation on this one.

Councilman Ayres stated this is the third time in a year that an organization or business has come before the Council to ask for funds, whether TIF or other funds. One did not fill out the application completely and two of them had incorrect information at the time the applications were submitted. With this current application, it was submitted with information that the City would not have approved if the Council had known about it, such as back taxes and an inaccurate business name change. In his opinion, this should never be on the agenda. These things are to be discovered and investigated before they ever get to the agenda.

City Manager Steve Palen replied that none of those issues would have stopped the application from leaving the TIF committee to come before the Council. He does not believe the business license information is on the application and the other question about property taxes is on the application, and they said the last time they were paid was 2021, so it was not incorrect information. The application was complete, and it is up to the Council if the application gets approved or not. As Councilman Plank said the only risk the City has is once the City cuts the check, and those things will be verified before the check is cut. It happens many times, that developers buy buildings that have back taxes and Cities still proceed with TIF agreements because someone is not going to want to develop a property if they have not purchased the property yet, especially if the property is already eligible for TIF, they are not going to pay someone else's taxes until they have an agreement in place or until they have bought the building.

Councilman Dettmers stated that City Manager Steve Palen said that the developer disclosed on the application and Councilman Dettmers surprised a member of the TIF Committee with that information. He does not know if City Manager Steve Palen was aware of it but the member of the TIF Committee was not aware that they had not paid their taxes yet. He then asked why the agreement states that property taxes must be paid yet tax delinquency is going on and the Council is not being told about it.

Director Weber replied that she does not think City Manager Steve Palen was saying that the Council should know what is not being told to them rather that is why that language is in the agreement because while it is on the application, the developer stated that the last taxes paid were in 2021. A payment will not be issued per the TIF agreement until it is verified that those taxes have been paid.

Councilman Dettmers stated that he does not think the Council should be voting on anything when it is for someone who has not paid their taxes and cannot even operate in the State of Illinois. He does not think that is smart at all and he would be very shocked if anybody agreed with that.

Councilman Plank stated that like he said before as long as it is verified before the City cuts a check that taxes have been paid, not necessarily before the City makes an agreement with them because there is an expectation and there is no risk in it for the City until a check is cut. If they have invested half a million dollars in the building to improve it, all the City has to do is check and see if they paid the taxes and if it is paid then they get their check. It is incumbent upon them to pay their taxes, late fees, and everything else that goes along with paying property taxes. The City still has an improved building with half a million dollars in it, which might get tenants in it, might produce sales tax, and

might produce employees walking Downtown. It is on the developer if they pay their taxes or not, and if he wants to be reimbursed for \$245,000.00 then he is going to go pay his taxes.

City Manager Steve Palen showed the Council some drawings of examples to do in Downtown Wood River. One of the drawings is the lot at the corner of Ferguson Avenue and Wood River Avenue which shows outside seating, a bandstand, cornhole stations, and places to sit and eat. The boundary is a wall with bollards that are six feet apart to protect the area from a wayward car. The entire site would be protected. The other one is the dog park, and to the left will be the restaurant, Gauchos. There will be a parking area at the back for people who will utilize both the park and the restaurant. City Manager Steve Palen stated that the City had someone do the layout of the dog park and they did a good job. Heartlands helped the City with these layouts, and they put together a pretty good package for the City. Please let City Manager Steve Palen know if there are any questions now or in the future. This is something he wants to proceed with relatively soon.

City Manager Steve Palen stated that one of the items on the agenda is for personnel, so he asked Human Resources/Payroll Specialist Kayla Hosford to come forward to explain item number six on the agenda.

Human Resources/Payroll Specialist Kayla Hosford explained the changes in the personnel manual being presented to the Council.

Councilman Plank asked Ms. Hosford if everything is consistent with the union contracts.

Ms. Hosford asked if Councilman Plank was talking about health insurance.

Councilman Plank replied in the affirmative, he wants to make sure that there were no conflicts.

Ms. Hosford replied that the only thing that would be in conflict would be the 90% pay, they still do the 90% pay on the Fire Department contracts and the Public Works contracts.

City Manager Steve Palen stated that they still come in at a reduced rate according to their contracts, we are eliminating coming in at 90% pay in the personnel manual, but employees are still on probation for a year.

Ms. Hosford replied that everything else matches the union contracts.

Councilman Dettmers stated that he was surprised to see some of the positions the City used to pay for, like the school crossing guards. He assumed the school would pay for something like that.

City Manager Steve Palen stated that he had never seen one in the City, but it was in the personnel manual, and therefore needed to be removed.

Councilman Dettmers stated that he had talked to a couple of people over the last few years who lament the fact that the City no longer has concerts in the park during the summer. He thought of that while he was reading about the band director, the manager, and the band members. He asked what kind of expenses the City was incurring regarding that and why was it removed.

City Manager Steve Palen replied that the total cost was around \$12,000.00 to \$15,000.00 for a summer and there was relatively poor attendance.

Councilman Ayres stated that he attended many of them and there was poor attendance.

City Manager Steve Palen asked Fire Chief Wade Stahlhut to give an update on the issue with one of the fire trucks.

Fire Chief Wade Stahlhut stated that on Friday, September 13, 2024, the Fire Department was dispatched with the Edwardsville Fire Department to an apartment complex fire. During that incident one of the Wood River fire trucks had an engine fire that got into the cab of the fire truck. It was the fire truck that was due to be replaced. An order was put in for a new fire truck in November of 2022 and was supposed to arrive in July 2024 and now it is projected to arrive in May of 2025. The truck that caught on fire is permanently out-of-service until the insurance evaluates the apparatus and determines how to move forward. In the meantime, the Fire Department has a loaner truck that has been provided by Sentinel Fire Equipment. Once Chief gets more information from the insurance company, he will update the Council.

ORDINANCE NO. 24-20: ORDINANCE AMENDING THE CITY CODE 90-7, TITLE III: ADMINISTRATION, CHAPTER 36: PERSONNEL POLICIES, SECTION 36.01 ADOPTION BY REFERENCE, CHANGING RULE 3: CLASSIFICATION OF POSITIONS, RULE 4: EMPLOYMENT, RULE 8: BENEFITS, RULE 9: LEAVES OF ABSENCE, RULE 10: MEETINGS/CONFERENCES AND TRAVEL, AND APPENDIX IV: TITLE VI PLAN:

Councilman Plank moved to approve an ordinance amending the City Code 90-7, Title III: Administration, Chapter 36: Personnel Policies, Section 36.01 Adoption by Reference, changing Rule 3: Classification of Positions, Rule 4: Employment, Rule 8: Benefits, Rule 9: Leaves of Absence, Rule 10: Meetings/Conferences and Travel, and Appendix IV: Title VI Plan, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2909: ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH DAN KAMMERER, ON BEHALF OF WOOD RIVER REVIVAL, FOR TIF FINANCIAL ASSISTANCE AT 87 E. FERGUSON:

Councilman Plank moved to approve an ordinance authorizing the execution of a Redevelopment Agreement with Dan Kammerer, on behalf of Wood River Revival, for TIF Financial Assistance at 87 E. Ferguson, as submitted by the TIF Committee, seconded by Councilman Tweedy

Councilman Ayres stated that he would like a revision made on Page Five, Section Four, Paragraph (d) of the agreement, to eliminate where it says, "At City's request". He thinks the developers should annually provide information about taxes and everything else. The City should not have to ask for it.

City Attorney Mike McGinley stated that if he is not mistaken, the actual redevelopment agreement it goes to great lengths to talk about the developer has to pay all real estate taxes, sales taxes, basically anything and everything due and owed to the City, to the state, to the federal government. In addition, the City has the right to ask for any additional information that the City may want to feel comfortable about issuing the first check to the developer.

Councilman Ayres asked why the City must ask or go out to a developer to get information and why is it not a standard that the information should be annually submitted to the City.

City Manager Steve Palen replied that the first part of the paragraph refers to evidence that they have paid their taxes.

Councilman Dettmers stated that what he thinks Councilman Ayres is saying is he wants to put the responsibility on the developer to send a copy of the property tax receipts to the City. This makes it optional unless the City asks for it, and he does not want to make it optional especially if the developer is getting recurring payments. Once the developer has their money, he is not worried about it. The developer should turn the documents over to show that he complies with the City and that the developer is authorized to operate in the State of Illinois. He thinks that the TIF Committee should require that language in the application, requiring that those documents be turned over to verify the information.

City Attorney Mike McGinley stated that if Councilman Dettmers is going to make changes to the language, then changes should be made to the actual development agreement, not the application. The application is not what will be legally enforced. The development agreement itself is if there is anything that needs to be looked at from a policy standpoint, but if you want to require them to submit that every single year as part of their TIF payment then you can certainly make that decision. In the past, when the developer signed the agreement, they are saying that they would have everything that is required completed, and if not then they would be in breach of the agreement and the City would not have to pay them.

Councilman Ayres stated that with how our government works, they may slip through the cracks, or the City may not have the information or have the desire to request those for six months to a year. If it is automatic, then the City will not have to worry about it because the information will be given annually.

Councilman Plank stated that the trigger is the City cutting the check.

Finance Director Karen Weber asked Councilman Ayres if he is proposing that if they do not automatically provide this, the agreement is void and the City does not pay them.

Councilman Ayres stated that it should be mandatory that during the agreement, they annually give the City these reports.

Director Weber replied that she does not necessarily disagree with that, and she does request the information annually. Her concern is if we take out "At City's request" if the developer forgets to send it in January when it is due, would this be void and the City cannot cut a check when they typically would or does the City call the developer and have them send in the receipt to get their check.

City Attorney Mike McGinley replied that is how the language is intended to flow, and the word "shall" is used instead of "may", "developer shall provide evidence that the real property tax bill has been paid for the property for the applicable tax year". He likes to give the person who is cutting the check the discretion to do whatever it is they need to, to make sure that this person has complied with everything that they are supposed to do, and if they have not then they do not get their money and then we can ask them to do more. He does not want to get in the middle of a policy decision, he is just trying to explain how the language is supposed to flow.

Councilman Dettmers replied that he thinks he understands the City Attorney's point but he has to agree with Councilman Ayres because if Director Weber does not request it, he is going to get the money.

City Manager Steve Palen replied that Director Weber will request it before she would make a payment.

Councilman Plank stated that the second sentence says, "developer must supply City with sales, rent, tax."

Councilman Dettmers replied that it is for sales tax, not property tax. He wants to add a provision that they must be authorized by the Illinois Secretary of State to operate in the State of Illinois.

Councilman Plank replied that he does not think that as a City we would want to be babysitting businesses, but he thinks the good trigger is when the payment is made. That is where the language should be, and this seems sufficient for that particular procedure.

Councilman Dettmers replied that it does not cover all the points that are being addressed. They are only obligated to turn over the sales tax and not obligated to verify that their business is registered to operate with the Illinois Secretary of State nor are they obligated to turn over the property taxes on a building that the City is giving them money for.

Councilman Plank stated that the language currently in the agreement states that it is at the City's request. Councilman Dettmers replied that the language is the disagreement. He does not want the City to have to request it, he wants the developer to turn it over because he is required to turn it over to get the money. It puts the responsibility on the building owner, Councilman Dettmers does not want to give money to someone who cannot take care of their paperwork. He does not want to be addressing this issue with someone who cannot keep their corporation set up with the Secretary of State and cannot pay their property taxes on time. The City should not be giving hundreds of thousands of dollars to people who cannot take care of the basics of their business.

Councilman Tweedy asked if we could remove the three words "At City's request" and move on. Councilman Dettmers replied that more language should be added.

City Manager Steve Palen replied that the way it is written is exactly the way it is intended to be because when the payment is made, Director Weber requests the information from the owner.

Councilman Dettmers stated that the Council has the decision to make changes if they so choose. He wants to change it, and he wants to make another change too, he then asked Councilman Ayres if he wanted to make a motion and Councilman Dettmers will second it.

Discussion ensued regarding how to amend the TIF agreement.

Councilman Plank made a motion to amend the approval of an ordinance authorizing the execution of a Redevelopment Agreement with Dan Kammerer, on behalf of Wood River Revival, for TIF Financial Assistance at 87 E. Ferguson, as submitted by the TIF Committee, removing "At City's Request" on Page Five, Section Four, Paragraph (d) of the agreement, seconded by Councilman Tweedy, and the amendment was approved by the following vote:

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

NAYS: None (0)

Councilman Dettmers made a motion to amend the approval of an ordinance authorizing the execution of a Redevelopment Agreement with Dan Kammerer, on behalf of Wood River Revival, for TIF Financial Assistance at 87 E. Ferguson, as submitted by the TIF Committee, adding a

requirement that in order to receive a payment, the developer must provide documented proof that they are authorized to conduct business in the State of Illinois with the Illinois Secretary of State's Office, seconded by Councilman Ayres, and the amendment was approved by the following vote:

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

NAYS: None (0)

The approval of an ordinance authorizing the execution of a Redevelopment Agreement with Dan Kammerer, on behalf of Wood River Revival, for TIF Financial Assistance at 87 E. Ferguson, as submitted by the TIF Committee, with both amendments, was approved by the following vote:

AYES: Ayres, Plank, Tweedy, Stalcup (4)

NAYS: Dettmers (1)

RESOLUTION NO. 2083: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND DEPENDABLE CLEANING SERVICE FOR CLEANING SERVICES AT CITY HALL AND PUBLIC SERVICES BUILDINGS:

Councilman Tweedy moved to approve a resolution authorizing an agreement between the City of Wood River and Dependable Cleaning Service for cleaning services at City Hall and Public Services Buildings, as submitted by the Director of Public Services, seconded by Councilman Dettmers,

Councilman Dettmers stated that he noticed this is just for City Hall and the Public Services Department. He then stated that a lot of people were hired for the Recreation Center and the Roundhouse. He brought up at a previous meeting about maybe consolidating, is there a reason why the City is not consolidating the Recreation Center. If the City is going to outsource the cleaning services, then maybe it would be advantageous to get some bids to see if money could be saved on the Recreation Center as well.

City Manager Steve Palen replied that the City looked into that but with the hours and the manpower that the Recreation Center currently has, those employees are not going to be able to take on the cleaning services at Public Services and City Hall.

Parks and Recreation Director Pat Minogue stated that with the Recreation Center and the Roundhouse having two part time maintenance workers, they both need to stay under a thousand hours which is roughly 20 hours a week, so they do not have time to go elsewhere.

Councilman Dettmers stated that maybe he should have rephrased it a different way. Maybe the City needs to look at outsourcing the cleaning services at the Recreation Center to an independent contractor and see if the City can save some money that way.

Mayor Stalcup replied that the comparison should be done. The Parks and Recreation Department is using part time employees right now and they have been long-time employees who do a good job. He asked Director Minogue if they could be used in several different aspects of the business other than just cleaning.

Director Minogue replied in the affirmative. He stated that over a year ago they looked at some other places to see what it would cost to contract out cleaning the Recreation Center and it is definitely more expensive than what they are paying the two part-time employees.

Councilman Dettmers replied that maybe in a couple of years the City can take another look at it and see if there is a way to save money at that time.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2084: RESOLUTION AUTHORIZING ASSIGNMENT OF TELECOMMUNICATIONS RIGHTS-OF-WAY ACCESS AGREEMENT AND ATTACHMENT AGREEMENT FROM EVERSTREAM GLC HOLDING COMPANY LLC TO UNITE PRIVATE NETWORKS-ILLINOIS LLC:

Councilman Ayres moved to approve a resolution authorizing assignment of Telecommunications Rights-of-Way Access Agreement and Attachment Agreement from Everstream GLC Holding Company LLC to Unite Private Networks-Illinois LLC, 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 PEST CONTROL SERVICES FOR CITY FACILITIES FROM ROTTLER PEST SOLUTIONS:

Councilman Plank moved to approve a recommendation to accept the bid for emergency and maintenance pest control services for City facilities from Rottler Pest Solutions, as submitted by the Director of Public Services, seconded by Councilman Tweedy, 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 PLUMBING REPAIRS FOR CITY FACILITIES FROM GRP/WEGMAN:

Councilman Tweedy moved to approve a recommendation to accept the bid for emergency and maintenance plumbing repairs for City facilities from GRP/Wegman, 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: RECOMMENDATION TO ACCEPT THE BID FOR GENERAL EMERGENCY AND MAINTENANCE ELECTRICAL REPAIRS FOR CITY FACILITIES FROM CAMP ELECTRIC AND ENGINEERING, INC.:

Councilman Ayres moved to approve a recommendation to accept the bid for general emergency and maintenance electrical repairs for City facilities from Camp Electric and Engineering, Inc., as submitted by the City Manager, seconded by Councilman Tweedy

Councilman Dettmers asked City Manager Steve Palen for an explanation on why he is recommending both bids. He then asked how the City is going to determine when the City is using one company versus the other company.

City Manager Steve Palen explained that the City has some specialized facilities in particular, the Water Plant and the Wastewater Plant. It will be up to each Department Head to decide which company to use depending on the scope of work. City Manager Steve Palen stated that he spoke to the City Attorney, and the City Attorney feels like this is a comfortable way to do this by accepting both bids for electrical repairs.

The recommendation was approved by the following vote:

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

NAYS: None (0)

APPROVED: RECOMMENDATION TO ACCEPT THE BID FOR SPECIALIZED/LEGACY EMERGENCY AND MAINTENANCE ELECTRICAL REPAIRS FOR CITY FACILITIES FROM GRP/WEGMAN:

Councilman Dettmers moved to approve a recommendation to accept the bid for specialized/legacy emergency and maintenance electrical repairs for City facilities from GRP/Wegman, as submitted by the City Manager, seconded by Councilman Ayres

Councilman Dettmers asked City Manager Steve Palen for another explanation on why he is recommending both bids.

City Manager Steve Palen explained that Camp Electric will be who the City will use for some of the general and routine electrical repairs. The City will use GRP/Wegman for the specialized and legacy repairs.

The recommendation was approved by the following vote:

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

NAYS: None (0)

APPROVED: RECOMMENDATION TO ACCEPT THE BID FROM CSR CONSTRUCTION IN THE AMOUNT OF \$116,890.00 TO ROTOMILL AND RESURFACE THE CART PATHS AT BELK PARK GOLF COURSE:

Councilman Plank moved to approve a recommendation to accept the bid from CSR Construction in the amount of \$116,890.00 to rotomill and resurface the cart paths at Belf Park Golf Course, as submitted by the Director of Parks and Recreation, seconded by Councilman Dettmers

Councilman Tweedy asked how far this will go towards getting the paths done.

City Manager Steve Palen explained that the budget for the paths is \$300,000.00 and this price is just to mill it and lay it and the City will purchase the asphalt. They City purchasing the asphalt saved quite a bit of money in the overall project cost. The City anticipates just over \$200,000.00 for the asphalt which puts the total cost a little over \$300,000.00 but the City is in communication with the contractor about some opportunities to save a little more money to get it down to \$300,000.00. To answer Councilman Tweedy's question, hopefully all of the paths will be completed.

The recommendation was approved by the following vote:

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

NAYS: None (0)

CLOSED SESSION:

Councilman Plank moved to approve a recess to hold a closed session to discuss matters pertaining to Personnel (5 ILCS 120/2 (c)(1)), seconded by Councilman Dettmers

Councilman Dettmers asked to move across the hall to hold the closed session.

The closed session was approved by the following vote:

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

NAYS: None (0)

The Council recessed at 8:10 p.m. and reconvened at 8:18 p.m.

Councilman Ayres made a motion to go back into open session, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2085: RESOLUTION AUTHORIZING THE EXECUTION OF GENERAL RELEASE AND SETTLEMENT AGREEMENT WITH MIKE MEYERS:

Councilman Tweedy moved to approve a resolution authorizing the execution of a General Release and Settlement Agreement with Mike Meyers, as submitted by the City Manager, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting was adjourned at 8:19 p.m.

Mayor

City Clerk

September 25, 2024

A special meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 5:00 p.m. on Wednesday, September 25, 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.

CITIZEN/CITY OFFICIAL COMMENTS:

Bill Rogers stated that he thinks it would be a good idea if the Citizen Comments section of the agenda was listed after Presentations because that might help answer some of the questions that people may have. He asked if the improvements for bicyclists and pedestrians will be handicap accessible. He stated that if they are not handicap accessible, they will not be compliant with the ADA. He asked that if the City is doing this to bring foot traffic to Downtown Wood River, what will be the draw. He stated that people will not go downtown if there is not anything to draw them there. He stated that the City needs to work simultaneously not only to do the improvements for the bicyclists and pedestrians so that there will be more foot traffic but there also needs to be improvements done to attract businesses to the downtown area. He stated that throwing money at developers who pull out of the projects before they are completed accomplishes nothing. Lastly, Mr. Rogers would like to know where the City's portion of the cost is coming from. He stated that when this project came up before, the City claimed lack of funds. He wants to know what changed. He also asked how safe the projected improvements will be.

City Manager Steve Palen introduced Scott Dunakey from Heartlands Conservancy who has been assisting the City with the Illinois Transportation Enhancement Program (ITEP) Grant Application.

Scott Dunakey explained that this is Phase 3 of the City of Wood River's Streetscape Project. He then gave a presentation on the Illinois Transportation Enhancement Program (ITEP) Grant Application showing the improvements that have been suggested and what will be submitted with the grant application. The presentation is available in the City Clerk's Office at City Hall.

Councilman Dettmers asked if the area being presented is from Wood River Avenue to Fourth Street. Mr. Dunakey explained that the new sidewalk will be from Second Street to Fourth Street, but the rest of the streetscape improvements will go from Haller Street to Fourth Street.

Discussion ensued regarding how the project that is being presented tonight is separate from the City of Wood River's Bicycle & Pedestrian Plan. However, the goal is to have the paths connect as the bicycle pedestrian network that was laid out in the City's plan starts filling in. Mr. Dunakey explained that the project being presented tonight is a shared bike lane on Ferguson Avenue making it a safer environment

for bicyclists. City Manager Steve Palen explained that eventually the plan is for the Wood River Bicycle & Pedestrian Plan to go from the Confluence Trail all the way to Belk Park. More discussion ensued regarding why the streetscape will end at Fourth Street. City Manager Steve Palen explained that the Downtown Business District ends at Fourth Street per the City's Zoning Map.

Discussion ensued regarding the number of light poles that will have the light fixtures upgraded versus the new poles that will go in and will belong to the City from Second Street to Fourth Street.

Mr. Dunakey explained that the funding baseline for this grant program is 80% grant, 20% local match. The project has a few ineligible costs including the downtown gateway sign and trash receptacles totaling around \$150,000.00. He also explained that the Illinois Department of Transportation offers what they call local match assistance. The qualifying community score changes every round because they cannot compute the scores until they get the applications. Based off the City's score in 2022, the City would have automatically qualified for a full match meaning IDOT would cover the City's match expenses. There is an excellent opportunity here for the City of Wood River. More discussion ensued regarding the total cost of the project that the City would be responsible for, when the money is due, and how the grant is a reimbursable grant. Mr. Dunakey explained that if the City qualifies for the full match, the City's portion would be around \$150,000.00, which are the ineligible costs versus the City paying 20% plus the ineligible costs for the project.

Councilman Dettmers asked Director of Public Services Michael Velloff if the City has replaced any sidewalks from Second Street to Fourth Street during the current sidewalk project. Director Velloff replied in the negative. It was confirmed that the sidewalks that are part of this project will be ADA accessible as it is a grant requirement.

The deadline for the grant application is Monday, September 30, 2024; however, Mr. Dunakey does not expect to know if the City will be awarded the grant until Spring 2025.

Councilman Dettmers asked what the intended benefit is for this project other than the new sidewalks. Mr. Dunakey explained that one of the key things that is hindering further development in downtown is the City's transportation infrastructure so this project would address the transportation infrastructure making it safer and more attractive through downtown, which would in turn draw more people to downtown. It will also help with economic development. Councilman Dettmers asked what other types of projects the City should consider to benefit other areas of the City to attract businesses. Discussion ensued regarding the City's Comprehensive Plan and how the projects outlined in the plan are all good projects to help the entire City. It was confirmed that the Comprehensive Plan encompasses the entire City and is a goals-oriented document to help guide the City over the next twenty years. The Bicycle and Pedestrian Plan is more project oriented as it lays out a bicycle and pedestrian system throughout the City and this streetscape project is sort of the start of that plan. The Comprehensive Plan and the Bicycle and Pedestrian Plan are both on the City's website at www.woodriver.org.

Councilman Dettmers stated that the 129 light poles that are currently located in the downtown area are owned by Ameren. Discussion ensued regarding the light fixtures needing to be updated and if the City

should be responsible to replace them or if Ameren should be responsible. More discussion ensued regarding Ameren not allowing the City to hang banners for the Heroes Program on the poles located in the downtown area. Councilman Dettmers believes that if the City replaces the light fixtures, Ameren should allow the City to hang the banners on the poles. Mr. Dunakey explained Ameren's policy stating that if a municipality wants decorative poles, the municipality has to purchase the poles and would then be responsible for repairing and replacing the poles. The proposed project shows 48 new light poles being placed from Second Street to Fourth Street and there are currently 129 light poles that Ameren owns located in the downtown area. Discussion ensued regarding the City taking over the 129 poles so that banners can be hung on the poles in addition to 48 new poles being placed as a part of the proposed project. Councilman Ayres asked if switching to LED lights will save on the City's electric bill. City Manager Steve Palen replied in the affirmative.

RESOLUTION NO. 2086: APPROVING A RESOLUTION IN SUPPORT OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS IN AN AROUND DOWNTOWN WOOD RIVER:

Councilman Plank made a motion to approve a resolution in support of an Illinois Transportation Enhancement Program (ITEP) Grant Application for bicycle and pedestrian improvements in and around Downtown Wood River, as submitted by the City Manager, seconded by Councilman Tweedy

Councilman Dettmers made a motion to amend the approval of a resolution in support of an Illinois Transportation Enhancement Program (ITEP) Grant Application for bicycle and pedestrian improvements in and around Downtown Wood River to state that the City Manager is to communicate with Ameren in an attempt to negotiate an agreement with Ameren to allow the City to put banners on their poles for the Heroes Program, seconded by Councilman Ayres, and the amendment was approved by the following vote:

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

NAYS: None (0)

The approval of a resolution in support of an Illinois Transportation Enhancement Program (ITEP) Grant Application for bicycle and pedestrian improvements in and around Downtown Wood River, with the amendment, was 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 Special Meeting adjourned at 5:39 p.m.

Mayor

City Clerk

4

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
LEGISLATIVE				
LEGISLATIVE EXP				
1051	RIVER BEND GROWTH ASSOC	MEMBER MINGLE - S. PALEN	10-11-4-0659	10.00
1051		MEMBER MINGLE - M. VELLOFF	10-11-4-0659	10.00
1051		MEMBER MINGLE - B. WELLS	10-11-4-0659	10.00
1131	SOUTHWESTERN ILLINOIS COUNCIL	OCT '24 - SWICOM - PALEN	10-11-4-0659	50.00
1131		OCT '24 - SWICOM - STALCUP	10-11-4-0659	50.00
1131		OCT '24 - SWICOM - WELLS	10-11-4-0659	50.00
2579	MADISON COUNTY RECORDER	563 METZGER - RELEASE OF LIEN	10-11-4-0792	50.00
4289	RIVERBENDER.COM	OCTOBER 2024 - WEBSITE HOSTING	10-11-4-0792	40.00
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-11-4-0796	92.25
TOTAL LEGISLATIVE EXP				362.25
TOTAL LEGISLATIVE				362.25
ADMINISTRATION				
ADMINISTRATION EXP				
1015	QUILL	INK - CITY CLERK	10-12-4-0514	51.77
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	10-12-4-0521	190.12
6096	AMERICAN LEGAL PUBLISHING CORP	ONLINE RECODIFICATION SEPT '24	10-12-4-0792	60.00
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-12-4-0796	372.55
TOTAL ADMINISTRATION EXP				674.44
TOTAL ADMINISTRATION				674.44
FINANCE				
FINANCE EXP				
1015	QUILL	FILE FOLDERS	10-13-4-0519	62.78
3258	SAFEGUARD	A/P CHECKS (3,000)	10-13-4-0742	901.95
5235	MARXAM LLC	POSTAGE MACHINE - INK & LABELS	10-13-4-0514	281.50
5477	KAREN WEBER	MILEAGE - ITIA, IML CONFERENCE	10-13-4-0659	190.28
5477		REIMBURSEMENT - DINNER 9/17/24	10-13-4-0669	36.00
5542	LAUTERBACH & AMEN, LLP	GASB 74/75 - 4/30/2024	10-13-4-0792	2,980.00
5998	SMARTBILL	24# WHITE PERFORATED PAPER	10-13-4-0742	5.32
5998		POSTAGE - WATER BILLS	10-13-4-0511	2,264.03
5998		PRINTING - WATER BILLS	10-13-4-0742	733.56
6135	ACC BUSINESS	8/11-9/10/24 - TELEPHONE	10-13-4-0786	136.11
6309	GREAT AMERICA FINANCIAL SVCS.	POSTAGE MACHINE LEASE	10-13-4-0863	165.00
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-13-4-0796	1,096.79
TOTAL FINANCE EXP				8,853.32
TOTAL FINANCE				8,853.32
ANIMAL CONTROL				
ANIMAL CONTROL EXP				
1002	PRO AUTOMOTIVE SERVICES	REPLACE BATTERY - TRUCK	10-14-4-0719	340.26
TOTAL ANIMAL CONTROL EXP				340.26
TOTAL ANIMAL CONTROL				340.26
LEGAL				
LEGAL EXP				
6284	LEWIS BRISBOIS BISGAARD&SMITH	LEGAL SERVICES	10-15-4-0721	100.00
6284		LEGAL SERVICES	10-15-4-0721	7,055.00
6284		LEGAL SERVICES	10-15-4-0721	425.00
6284		LEGAL SERVICES	10-15-4-0721	1,525.00
6284		LEGAL SERVICES	10-15-4-0721	275.00
6284		LEGAL SERVICES	10-15-4-0721	6,560.00
TOTAL LEGAL EXP				15,940.00
TOTAL LEGAL				15,940.00

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
BUILDING AND ZONING				
BUILDING AND ZONING EXP				
1015	QUILL	COPY PAPER	10-16-4-0519	165.40
119	WALTCO TOOLS, INC	TOW HITCH FOR TRUCK - 1612	10-16-4-0529	39.99
119		TRASH BAGS	10-16-4-0589	29.99
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	10-16-4-0521	405.87
6135	ACC BUSINESS	8/11-9/10/24 - TELEPHONE	10-16-4-0786	68.05
6367	JERROLD E THORNBURGH	MOWER REPAIR & MAINTENANCE	10-16-4-0719	570.00
6367		MOWER REPAIR & MAINTENANCE	10-16-4-0529	235.72
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-16-4-0796	198.25
TOTAL BUILDING AND ZONING EXP				1,713.27
TOTAL BUILDING AND ZONING				1,713.27
STREET LIGHTING				
STREET LIGHTING EXP				
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	10-17-4-0789	1,128.78
4163		AUGUST 2024 AMEREN	10-17-4-0788	8,573.44
TOTAL STREET LIGHTING EXP				9,702.22
TOTAL STREET LIGHTING				9,702.22
CITY HALL MAINTENANCE				
CITY HALL MAINTENANCE EXP				
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	10-19-4-0783	1,501.00
591	UNIFIRST FIRST AID + SAFETY	REPLENISH FIRST AID KIT	10-19-4-0552	570.06
6135	ACC BUSINESS	8/11-9/10/24 - TELEPHONE	10-19-4-0786	204.17
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - CITY HALL	10-19-4-0752	24.00
6345	CHARTER COMMUNICATIONS	9/22-10/21/24 - 111 N WR AVE	10-19-4-0786	193.60
TOTAL CITY HALL MAINTENANCE EXP				2,492.83
TOTAL CITY HALL MAINTENANCE				2,492.83
STREET MAINTENANCE				
STREET MAINTENANCE				
1060	ROD'S SERVICE INCORPORATED	O2 & ACETYLENE TANK RENTAL	10-21-4-0544	24.73
119	WALTCO TOOLS, INC	WASP SPRAY	10-21-4-0599	11.98
119		ANTI-SEIZE SPRAY	10-21-4-0529	11.99
119		SHOVEL, GLOVES	10-21-4-0589	49.00
119		POWER PARTS	10-21-4-0529	9.91
119		MAGNETIC TRAY	10-21-4-0544	22.98
119		CYLINDER FOR SHOP	10-21-4-0544	29.98
119		TORCH	10-21-4-0589	45.98
119		HYDRO FITTING	10-21-4-0529	10.30
119		RATCHET STRAPS,AIR HAMMER,PIPE	10-21-4-0589	140.96
119		HOSE	10-21-4-0589	54.99
119		PAINT MARKER, KROIL SPRAY	10-21-4-0529	38.97
1713	WAL-MART COMMUNITY	WORK BOOTS	10-21-4-0594	34.98
1713		WATER,GATORADE,PHONE CHARGER	10-21-4-0599	79.66
4039	ACE HARDWARE OF BETHALTO	LOOP	10-21-4-0529	28.79
4039		LOOP RETURN	10-21-4-0529	-28.79
4039		PROPANE - PAVER	10-21-4-0521	52.53
4140	KIENSTRA - ILLINOIS	CONCRETE - 110 N MAIN	10-21-4-0538	488.00
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	10-21-4-0783	4,256.00
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	10-21-4-0521	2,212.87
4757	M & M SERVICE CO	55 GALLON DRUM - 5W-40	10-21-4-0523	137.70
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-21-4-0796	70.25
TOTAL STREET MAINTENANCE				7,783.76
TOTAL STREET MAINTENANCE				7,783.76
PARKS AND RECREATION				
PARKS AND REC EXP				

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND RECREATION				
PARKS AND REC EXP				
119	WALTCO TOOLS, INC	ZIP TIES - SOCCER GOALS	10-24-4-0307	21.99
1713	WAL-MART COMMUNITY	CONCESSIONS	10-24-4-0304	112.39
1713		JANITORIAL SUPPLIES	10-24-4-0541	52.42
1713		TABLE COVERS, COFFEE CREAMER	10-24-4-0565	14.20
1713		SOCCER EQUIPMENT	10-24-4-0307	125.80
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	10-24-4-0783	1,470.81
4255	REIS SERVICES INC.	CONCESSIONS - SOCCER PARK	10-24-4-0304	206.50
4255		CONCESSIONS - SOCCER PARK	10-24-4-0304	131.50
4494	NU WAY CONCRETE	SONO TUBES - DWIGGINS DUGOUTS	10-24-4-0916	219.00
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	10-24-4-0521	469.49
4745	MARELLY	AED REPLACEMENT PADS	10-24-4-0316	236.46
5236	PEPSI - COLA	SODA/GATORADE - SOCCER	10-24-4-0304	413.90
6135	ACC BUSINESS	8/11-9/10/24 - TELEPHONE	10-24-4-0786	136.11
6237	ON SITE COMPANIES, INC	8/31-9/27/24 - BELK PARK	10-24-4-0792	185.00
6237		8/31-9/27/24 - BELK PARK	10-24-4-0792	179.00
6237		8/31-9/27/24 - 6TH ST PARK	10-24-4-0792	112.00
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
6368	TARDIS STRUCTURES LLC	DWIGGINS - DUGOUT	10-24-4-0916	46,594.96
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-24-4-0796	501.00
TOTAL PARKS AND REC EXP				51,212.53
TOTAL PARKS AND RECREATION				51,212.53
PARK MAINTENANCE				
PARK MAINTENANCE EXP				
1104	SIEVERS EQUIPMENT COMPANY	SIGHT ROD INDICATOR - TRACTOR	10-25-4-0529	184.62
119	WALTCO TOOLS, INC	WIRE CLAMP - TRAILER GATE	10-25-4-0529	3.96
119		SOCKETS FOR SHOP	10-25-4-0589	110.98
119		SOCKETS FOR SHOP - REFUND	10-25-4-0589	-60.06
119		REPLACEMENT PIN - BRUSH HOG	10-25-4-0529	14.16
119		SOCKETS FOR SHOP	10-25-4-0589	12.00
119		SOCKETS FOR SHOP	10-25-4-0589	12.70
119		CRANK - GATOR SPRAYING	10-25-4-0529	8.69
119		JACK HANDLE - GATOR HOSE	10-25-4-0529	9.99
119		BOLTS,WIRE - PLAYGROUND REPAIR	10-25-4-0569	5.92
3984	AUTO ZONE	OBSTACLE COURSE BUTTON GREASE	10-25-4-0569	16.31
4039	ACE HARDWARE OF BETHALTO	GFCI COVER	10-25-4-0569	24.28
4039		WEED EATER HEAD & STRING	10-25-4-0569	95.39
4039		BELK PARK SWINGSET - PAINT	10-25-4-0569	43.68
4039		BELK PARK PLAYGROUND - PAINT	10-25-4-0569	7.19
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	10-25-4-0783	260.41
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	10-25-4-0521	993.30
4732	FARM & HOME SUPPLY	WEED KILLER	10-25-4-0561	499.99
4732		WEED KILLER	10-25-4-0561	29.94
4732		WEED KILLER	10-25-4-0561	29.94
4748	GREENSPRO INC	BASEBALL, SOCCER FIELDS - SEED	10-25-4-0563	2,450.00
5420	D&D TIRE SERVICE LLC.	REPAIR FLAT TIRE ON TRUCK	10-25-4-0719	33.00
5547	ADVANCE STORES CO., INC	TIRE PLUG KIT	10-25-4-0529	11.07
5547		HYDRAULIC OIL - BRUSH HOG	10-25-4-0529	56.67
5547		GEAR BOX SEALANT - BRUSH HOG	10-25-4-0529	10.72
5547		COOLANT - DODGE TRUCK AC	10-25-4-0529	43.75
5589	ADVANCED TURF SOLUTIONS, INC.	MARKING CHALK - BALL FIELDS	10-25-4-0569	383.72
TOTAL PARK MAINTENANCE EXP				5,292.32
TOTAL PARK MAINTENANCE				5,292.32
DISASTER PREP				
DISASTER PREP				
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	10-26-4-0783	99.43
TOTAL DISASTER PREP				99.43
TOTAL DISASTER PREP				99.43

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE				
100	GRP WEGMAN COMPANY	ANNUAL PREVENTATIVE MAINT. #2	10-27-4-0754	1,096.00
1002	PRO AUTOMOTIVE SERVICES	PATCH TIRE - #169/5767	10-27-4-0719	39.83
1002		BRAKES,PADS,ROTORs - #174/7168	10-27-4-0719	1,290.86
1713	WAL-MART COMMUNITY	WASP SPRAY, MASKING TAPE	10-27-4-0549	6.41
1713		BATTERIES	10-27-4-0519	8.77
1713		COFFEE FILTERS, SUGAR	10-27-4-0599	10.00
207	TRICKEY'S SERVICE INCORPORATED	OIL CHANGE & FILTER #101/8439	10-27-4-0719	72.14
333	BUDGET SIGNS TROPHIES & PLAQUE	ID CARD - RETIREE	10-27-4-0599	10.00
3750	ILLINOIS ASSOCIATION OF	MEMBERSHIP DUES - 2025	10-27-4-0619	265.00
4163	AMEREN ILLINOIS	9/5-9/6/24 LPR CAMERA	10-27-4-0783	1.14
443	DATA TRONICS INCORPORATED	EARPIECE CORDS - PATROL RADIOS	10-27-4-0527	60.00
443		EARPIECE CORDS - PATROL RADIOS	10-27-4-0527	360.00
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	10-27-4-0521	3,693.03
5632	WELLS FARGO VENDOR FIN SERV	COPIER LEASE - 10/8-11/7/24	10-27-4-0751	92.00
5949	EDWARD DRACH	AUGUST 2024 CLEANING SERVICE	10-27-4-0754	1,345.00
5949		BATH TISSUE,PAPER TOWELS	10-27-4-0541	144.00
5990	AT&T MOBILITY	AUGUST 2024 - CELL PHONES	10-27-4-0786	1,186.03
6040	PIASA CLEANERS	DRY CLEANING - AUGUST 2024	10-27-4-0792	136.00
6074	TECH ELECTRONICS	ENTRY KEY CARDS - PD EMPLOYEES	10-27-4-0519	414.00
6135	ACC BUSINESS	8/11-9/10/24 - TELEPHONE	10-27-4-0786	136.11
6273	AL'S TRANSMISSION, INC	TRANS,TRANSFER CASE #175/4552	10-27-4-0719	415.96
6301	ROYAL PRINTING	BUSINESS CARDS - #177	10-27-4-0742	75.00
778	LEON UNIFORM COMPANY	UNIFORM SHIRTS - #168	10-27-4-0594	341.00
778		BADGE HOLDER	10-27-4-0594	26.00
946	RAY O'HERRON COMPANY	GOLD TIE BAR - #168	10-27-4-0594	43.27
946		POLICE VELCRO PATCHES - VESTS	10-27-4-0594	71.24
946		RANGE SUPPLIES	10-27-4-0591	2,388.00
946		SERGEANT BADGES	10-27-4-0594	351.18
946		RANGE SUPPLIES	10-27-4-0591	1,314.00
946		RANGE SUPPLIES	10-27-4-0591	2,286.00
946		POLICE SUPPLIES	10-27-4-0591	254.90
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-27-4-0796	4,454.75
		TOTAL POLICE		22,387.62
		TOTAL POLICE		22,387.62
FIRE				
FIRE EXP				
119	WALTCO TOOLS, INC	SCBA WORKSTATION PARTS	10-28-4-0549	7.58
119		SCBA WORKSTATION PARTS	10-28-4-0549	6.38
119		SAFETY GLASSES - POC TESTING	10-28-4-0779	24.00
119		WHITE MARKING PAINT	10-28-4-0549	13.98
1518	SENTINEL EMERGENCY SOLUTIONS	PRESSURE RELIEF VALVE - 4214	10-28-4-0719	1,310.96
1713	WAL-MART COMMUNITY	OVERHAUL TO FIREBALL SNACKS	10-28-4-0593	103.18
2749	CLEARY'S SHOES & BOOTS	BOOT REPAIR - J PALEN	10-28-4-0594	15.00
3230	ZOLL MEDICAL CORPORATION	AED BATTERY REPLACEMENT	10-28-4-0551	153.00
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	10-28-4-0783	1,391.53
4291	ILLINOIS FINANCE AUTHORITY	ANNUAL PAYMENT - FIRE TRUCK	10-28-4-0869	12,500.00
4524	NATE KAMP	REIMBURSE LUNCH/HOSE TESTING	10-28-4-0599	43.61
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	10-28-4-0521	1,695.93
51	ALTON WINSUPPLY	TOILET REPAIR - FLUSHER VALVE	10-28-4-0549	300.00
5302	FIRE CATT, LLC	ANNUAL FIRE HOSE TESTING	10-28-4-0792	4,343.80
5810	TARGET SOLUTIONS, LLC	ANNUAL WEB BASED TRAINING	10-28-4-0792	2,828.40
6044	CASHION FIRE EQUIPMENT, LLC	AC REPAIR - 4233	10-28-4-0719	3,292.31
6203	LIMBAUGH CONSTRUCTION CO, INC	PAY #1 - WR FIRE BAY ADDITION	10-28-4-0916	267,134.30
6246	AIRGAS USA, LLC (S144)	OXYGEN RENTAL & FILL	10-28-4-0551	98.02
6345	CHARTER COMMUNICATIONS	9/22-10/21/24 - 501 E EVILLE	10-28-4-0786	433.30
6345		9/18-10/17/24 501 E EVILLE RD	10-28-4-0786	709.00
6369	FASTLANE TOWING INC	9/13/24 TOW SERVICE - 4213	10-28-4-0792	1,072.50
866	MIDWEST OCCUPATIONAL MEDICINE	NEW EMPLOYEE PHYSICAL - M.VANN	10-28-4-0498	540.20
868	MIKE'S	REPAIR EXHAUST & TURBO - 4214	10-28-4-0719	16,706.85
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	10-28-4-0796	734.65
		TOTAL FIRE EXP		315,458.48
		TOTAL FIRE		315,458.48

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE COMMUNICATIONS				
POLICE COMMUNICATIONS EXP				
6345	CHARTER COMMUNICATIONS	9/22-10/21/24 - 550 MADISON	10-40-4-0786	2,440.19
778	LEON UNIFORM COMPANY	FLEECE UNIFORM COAT - PAYNE	10-40-4-0594	225.00
981	UTILITRA	COMPUTERS (3)	10-40-4-0935	4,471.29
TOTAL POLICE COMMUNICATIONS EXP				7,136.48
TOTAL POLICE COMMUNICATIONS				7,136.48
TOTAL GENERAL FUND				449,449.21
MOTOR FUEL TAX				
MFT				
MFT EXP				
1099	SHEPPARD MORGAN & SCHWAAB	WR AVE ENGINEERING 6/9-8/31/24	21-00-4-0725	1,516.00
119	WALTCO TOOLS, INC	SIGN BOLT	21-00-4-0556	1.00
119		SIGN HARDWARE	21-00-4-0556	40.00
119		SIGN BOLTS	21-00-4-0556	7.50
119		SIGN BOLT	21-00-4-0556	0.90
2854	CSR CONSTRUCTION	MILLING FOR PAVING	21-00-4-0560	22,500.00
3490	COMMUNITY SEED & FEED COMPANY	TOP SOIL - EROSION CONTROL	21-00-4-0570	38.00
4140	KIENSTRA - ILLINOIS	FLOW FILL S. MAIN & EVANS	21-00-4-0554	538.00
6110	NEW FRONTIER MATERIAL LLC	SAND	21-00-4-0554	155.41
TOTAL MFT EXP				24,796.81
TOTAL MFT				24,796.81
TOTAL MOTOR FUEL TAX				24,796.81
INSURANCE				
INSURANCE				
INSURANCE EXP				
6058	IPBC	OCT '24 - DENTAL INSURANCE	23-00-4-0846	4,844.88
6058		OCT '24 - IPBC ADMIN EXPENSE	23-00-4-0840	46.80
6058		OCT '24 - LIFE INSURANCE	23-00-4-0844	482.44
6058		OCT '24 - HEALTH INSURANCE	23-00-4-0845	115,925.77
6058		OCT '24 - VISION INSURANCE	23-00-4-0850	466.73
TOTAL INSURANCE EXP				121,766.62
TOTAL INSURANCE				121,766.62
TOTAL INSURANCE				121,766.62
LIBRARY				
LIBRARY				
LIBRARY EXPENSES				
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	25-00-4-0783	210.07
TOTAL LIBRARY EXPENSES				210.07
TOTAL LIBRARY				210.07
TOTAL LIBRARY				210.07
WATER				
PUBLIC SERVICES ADMIN				
WATER REVENUES				
T0001370	DAVID D. HUTTON	REFUND CREDIT ON FINAL BILL	30-00-2-0306	4.00
T0001373	DIANA T. LE	REFUND CREDIT ON FINAL BILL	30-00-2-0301	22.99
T0001375	AARON M. NIEMEYER	REFUND CREDIT ON FINAL BILL	30-00-2-0305	2.10
T0001375		REFUND CREDIT ON FINAL BILL	30-00-2-0306	3.36

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
WATER				
PUBLIC SERVICES ADMIN				
WATER REVENUES				
T0001377	KENNETH GREEN	REFUND CREDIT ON FINAL BILL	30-00-2-0301	10.32
T0001377		REFUND CREDIT ON FINAL BILL	30-00-2-0305	1.04
T0001377		REFUND CREDIT ON FINAL BILL	30-00-2-0306	1.66
TOTAL WATER REVENUES				45.47
PUBLIC SERVICES ADMIN EXPENSES				
1099	SHEPPARD MORGAN & SCHWAAB	MISC. ENGINEERING	30-00-4-0725	971.25
1713	WAL-MART COMMUNITY	BINDERS, SHEET PROTECTORS	30-00-4-0519	13.75
1713		TRASH BAGS,CLEANING SUPPLIES	30-00-4-0599	112.12
1713		UNIFORM LABEL	30-00-4-0599	6.96
1713		HDMI CABLE	30-00-4-0519	12.97
5632	WELLS FARGO VENDOR FIN SERV	COPIER LEASE - 100 ANDERSON	30-00-4-0751	92.00
5905	BICKLE ELECTRIC	HVAC MAINTENANCE - ANDERSON	30-00-4-0752	2,266.00
6345	CHARTER COMMUNICATIONS	9/22-10/21/24 - 100 ANDERSON	30-00-4-0786	289.94
6345		9/22-10/21/24 - 100 ANDERSON	30-00-4-0786	7.87
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	30-00-4-0796	143.25
TOTAL PUBLIC SERVICES ADMIN EXPENSES				3,916.11
TOTAL PUBLIC SERVICES ADMIN				3,961.58
WATER DISTRIBUTION				
WATER DISTRIBUTION EXPENSES				
1084	SCHULTE SUPPLY INCORPORATED	EXCAVATING - H2O LINE SURVEY	30-31-4-0916	50,000.00
1084		BLUE MARKING PAINT	30-31-4-0542	64.92
1084		BLUE MARKING PAINT	30-31-4-0542	64.92
1084		LOCATOR WAND	30-31-4-0589	949.95
1084		WHITE MARKING FLAGS	30-31-4-0531	53.80
1084		REPAIR CLAMPS	30-31-4-0531	2,573.04
1084		CURB STOP KEY	30-31-4-0589	176.95
119	WALTCO TOOLS, INC	MILWAUKEE BATTERY	30-31-4-0589	40.00
119		SAFETY GLASSES	30-31-4-0531	27.00
1713	WAL-MART COMMUNITY	PACKING TAPE	30-31-4-0531	13.88
2749	CLEARY'S SHOES & BOOTS	WORK BOOTS - DONOHOO	30-31-4-0594	240.00
2749		WORK BOOTS - TRASK	30-31-4-0594	181.00
3506	TEKLAB INCORPORATED	HELMKAMP LAKE SAMPLE	30-31-4-0779	439.25
3506		WATER ANALYSIS	30-31-4-0779	367.00
4039	ACE HARDWARE OF BETHALTO	PAINTBRUSHES	30-31-4-0589	18.76
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	30-31-4-0783	1,498.07
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	30-31-4-0521	1,086.93
5998	SMARTBILL	2024 BACKFLOW INSERT	30-31-4-0742	310.00
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	30-31-4-0796	70.25
TOTAL WATER DISTRIBUTION EXPENSES				58,175.72
TOTAL WATER DISTRIBUTION				58,175.72
WATER PLANT				
WATER PLANT EXPENSES				
119	WALTCO TOOLS, INC	PIPE BRUSHES, SHOVEL	30-32-4-0589	66.25
2159	CHARTER COMMUNICATIONS	9/11-10/10/24 - SCADA INTERNET	30-32-4-0786	203.08
3196	CURRY & ASSOCIATES	UNDERDRAIN FILTER ENGINEERING	30-32-4-0916	332.98
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	30-32-4-0783	6,837.96
469	DPC/DX	CHLORINE	30-32-4-0555	4,191.44
4732	FARM & HOME SUPPLY	HOSE NOZZLE	30-32-4-0589	13.98
4732		PANTS (2)	30-32-4-0594	73.23
4732		SUMP PUMP DISCHARGE	30-32-4-0589	377.96
5915	KANE MECHANICAL GROUP, LLC	BOILER REPAIR	30-32-4-0719	2,174.14
873	MISSISSIPPI LIME COMPANY	PEBBLE QUICKLIME	30-32-4-0553	6,257.58
873		PEBBLE QUICKLIME	30-32-4-0553	6,320.98
981	UTILITRA	SEPTEMBER 2024 - IT SERVICES	30-32-4-0796	70.25
99	WATER SOLUTIONS UNLIMITED	POLY PHOSPHATE	30-32-4-0556	6,480.00
99		FLOURIDE	30-32-4-0558	495.72
99		DELIVERY - WATER CHEMICALS	30-32-4-0798	80.00
TOTAL WATER PLANT EXPENSES				33,975.55

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
WATER				
WATER PLANT				
WATER PLANT EXPENSES				
			TOTAL WATER PLANT	33,975.55
			TOTAL WATER	96,112.85
SEWER				
SEWER				
SEWER REVENUES				
T0001370	DAVID D. HUTTON	REFUND CREDIT ON FINAL BILL	40-00-2-0305	2.50
T0001371	LYNDA L. TITE	REFUND CREDIT ON FINAL BILL	40-00-2-0305	26.16
T0001375	AARON M. NIEMEYER	REFUND CREDIT ON FINAL BILL	40-00-2-0304	1.38
T0001377	KENNETH GREEN	REFUND CREDIT ON FINAL BILL	40-00-2-0305	13.23
T0001377		REFUND CREDIT ON FINAL BILL	40-00-2-0304	0.68
			TOTAL SEWER REVENUES	43.95
			TOTAL SEWER	43.95
SEWER COLLECTIONS				
SEWER COLLECTIONS EXPENSES				
119	WALTCO TOOLS, INC	GLOVES	40-41-4-0531	29.98
119		TROWEL, KNEE PADS	40-41-4-0589	95.20
119		CAUTION TAPE	40-41-4-0531	23.98
119		SPRAY FOAM	40-41-4-0531	24.97
119		SPRAY FOAM	40-41-4-0531	13.98
4039	ACE HARDWARE OF BETHALTO	CAULK	40-41-4-0531	23.38
4039		CAULK GUN	40-41-4-0589	8.99
4039		POLE SAW CHAIN	40-41-4-0589	21.59
4163	AMEREN ILLINOIS	8/7-9/8/24 1917 E EVILLE RD	40-41-4-0783	299.26
4163		AUGUST 2024 AMEREN	40-41-4-0783	1,661.64
4709	WEX BANK	SEPTEMBER 2024 - GASOLINE	40-41-4-0521	713.74
4732	FARM & HOME SUPPLY	WEED EATER OIL & STRING HEAD	40-41-4-0531	53.13
58	ALTON EQUIPMENT RENTAL	LEAF BLOWER PART	40-41-4-0529	5.00
6373	ARMOR EQUIPMENT	LEAF VACUUM TRUCK	40-41-4-0929	249,034.15
			TOTAL SEWER COLLECTIONS EXPENSES	252,008.99
			TOTAL SEWER COLLECTIONS	252,008.99
SEWER PLANT				
SEWER PLANT EXPENSES				
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	40-42-4-0783	6,895.62
			TOTAL SEWER PLANT EXPENSES	6,895.62
			TOTAL SEWER PLANT	6,895.62
			TOTAL SEWER	258,948.56
REFUSE				
REFUSE				
REFUSE REVENUES				
T0001372	LEROY BRAUNDMEIER	REFUND CREDIT ON FINAL BILL	49-00-2-0308	38.75
T0001374	JALEN SMITH	REFUND CREDIT ON FINAL BILL	49-00-2-0308	14.50
T0001375	AARON M. NIEMEYER	REFUND CREDIT ON FINAL BILL	49-00-2-0308	10.25
T0001376	JERRY W. WALKER JR	REFUND CREDIT ON FINAL BILL	49-00-2-0308	23.99
T0001377	KENNETH GREEN	REFUND CREDIT ON FINAL BILL	49-00-2-0308	7.32
			TOTAL REFUSE REVENUES	94.81
			TOTAL REFUSE	94.81
REFUSE EXPENSES				

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
REFUSE				
REFUSE				
EXPENSES				
5406	REPUBLIC SERVICES #350	SEPT '24 COMPOST DUMPSTERS	49-49-4-0778	1,648.68
5406		SEPT '24 CITY PICK-UP	49-49-4-0791	61,307.28
6371	JOHNNY ON THE SPOT #347	SEPT '24 COMPOST JOHNNY	49-49-4-0778	38.85
TOTAL EXPENSES				62,994.81
TOTAL REFUSE				62,994.81
TOTAL REFUSE				63,089.62
GOLF COURSE				
GOLF MAINTENANCE				
GOLF MAINT EXPENSES				
5915	KANE MECHANICAL GROUP, LLC	GOLF COURSE URINAL MAINTENANCE	50-51-4-0792	250.00
TOTAL GOLF MAINT EXPENSES				250.00
TOTAL GOLF MAINTENANCE				250.00
GOLF CLUBHOUSE				
CLUBHOUSE EXPENSES				
1713	WAL-MART COMMUNITY	ENVELOPES	50-52-4-0519	14.88
1713		TRASH BAGS	50-52-4-0541	54.96
1713		POST-IT NOTES	50-52-4-0519	14.98
1713		TRASH BAGS	50-52-4-0541	24.98
1713		ENVELOPES	50-52-4-0519	14.67
4163	AMEREN ILLINOIS	AUGUST 2024 AMEREN	50-52-4-0783	2,818.91
4507	GREASE MASTERS LLC	GREASE TRAP MAINTENANCE	50-52-4-0752	225.00
5430	ACUSHNET CO	WINTER GOLF GLOVES - RESALE	50-52-4-0579	169.99
5430		FALL & WINTER SHIRTS - RESALE	50-52-4-0579	1,066.60
5430		SPECIAL ORDER - SLAYDEN	50-52-4-0578	122.96
5430		MITTENS AND HATS - RESALE	50-52-4-0579	291.90
5430		HATS - RESALE	50-52-4-0579	51.45
5430		WINTER SHIRTS - RESALE	50-52-4-0579	195.48
5713	MEDFORD OIL COMPANY	FUEL FOR CARTS	50-52-4-0521	713.37
5861	BARCOM SECURITY	REPAIR ALARM - GOLF COURSE	50-52-4-0792	62.25
6056	TIGER HOSTING	BELK PARK INTERNET	50-52-4-0786	69.00
6204	CLEAN UNIFORM COMPANY	9/2/24 - RUG & TOWEL SERVICE	50-52-4-0752	196.50
6204		9/16/24 - RUG & TOWEL SERVICE	50-52-4-0752	199.45
695	IMEL PEST CONTROL	PEST CONTROL - BELK PARK	50-52-4-0752	30.00
TOTAL CLUBHOUSE EXPENSES				6,337.33
TOTAL GOLF CLUBHOUSE				6,337.33
GOLF CONCESSIONS				
CONCESSION EXPENSES				
1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	50-53-4-0574	365.00
1457		ALCOHOL - GOLF COURSE	50-53-4-0574	55.60
1713	WAL-MART COMMUNITY	FOIL, BAGS, CUPS	50-53-4-0572	87.38
1713		WATER, GATORADE, BUNS, CHIPS	50-53-4-0571	310.24
1713		32 OZ CUP LIDS	50-53-4-0572	59.98
1713		32 OZ CUPS	50-53-4-0572	32.46
1713		BUNS, WATER, GATORADE, CHIPS	50-53-4-0571	259.64
1713		SANDWICHES, DRINK MIX	50-53-4-0571	38.16
1713		PAPER TOWELS, STRAWS, PLATES	50-53-4-0572	112.76
1713		BUNS, CHIPS, CRACKERS, WATER	50-53-4-0571	260.74
1713		BUNS, LUNCH MEAT, CHEESE	50-53-4-0571	215.01
1713		PAPER TOWELS, CUPS	50-53-4-0572	52.44
1713		CHIPS, COOKIES, CREAMER, WATER	50-53-4-0571	391.98
5236	PEPSI - COLA	BAG-IN-BOX SODA, CO2 TANKS	50-53-4-0571	1,221.44
5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	50-53-4-0574	316.05
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	89.05
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	689.25
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	183.45
5487		ALCOHOL - GOLF COURSE	50-53-4-0574	182.65

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GOLF COURSE				
GOLF CONCESSIONS				
CONCESSION EXPENSES				
5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	50-53-4-0574	431.00
5540	REIS SERVICES INC	HOTDOGS & BRATWURST - RESALE	50-53-4-0571	487.50
5540		HOTDOGS & BRATWURST - RESALE	50-53-4-0571	780.00
TOTAL CONCESSION EXPENSES				6,621.78
TOTAL GOLF CONCESSIONS				6,621.78
TOTAL GOLF COURSE				13,209.11
TIF # 3				
TIF # 3				
TIF # 3 EXPENSES				
5477	KAREN WEBER	MILEAGE - ITIA, IML CONFERENCE	81-00-4-0659	190.28
TOTAL TIF # 3 EXPENSES				190.28
TOTAL TIF # 3				190.28
TOTAL TIF # 3				190.28
CAP IMPROVEMENTS AND DEVELOP				
CAP IMPROVEMENTS AND DEVELOP				
CID EXPENSES				
1099	SHEPPARD MORGAN & SCHWAAB	PD WALKING TRAIL ENGINEERING	87-00-4-0792	254.00
6022	NETCO, INC	806 STATE ST. - CLOSING FEES	87-00-4-0919	250.00
6169	HEARTLANDS CONSERVANCY	WOOD RIVER TECH ASSIST #3	87-00-4-0792	2,337.50
6363	GOVERNMENTAL CONSULTING	7/9-8/8/24 CONSULTING SERVICES	87-00-4-0860	3,000.00
TOTAL CID EXPENSES				5,841.50
TOTAL CAP IMPROVEMENTS AND DEVELOP				5,841.50
TOTAL CAP IMPROVEMENTS AND DEVELOP				5,841.50
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX EXP'S				
5026	STUTZ EXCAVATING, INC	COLONIAL DR - CURB & GUTTER	89-00-4-0999	85,635.00
5391	ILLINOIS EPA C/O AMALGAMATED	EAST SIDE DETENTION - PMT #4	89-00-4-0870	39,060.35
5728	FIRST MID	LOAN PAYMENT #3 - REC CENTER	89-00-4-0869	687,069.50
6372	SCI ENGINEERING, INC.	GEOTECHNICAL SERVICES	89-00-4-0903	4,500.00
TOTAL NON-HOME RULE SALES TAX EXP'S				816,264.85
TOTAL NON-HOME RULE SALES TAX				816,264.85
TOTAL NON-HOME RULE SALES TAX				816,264.85
RECREATION CENTER				
RECREATION FUND				
RECREATION CENTER EXPENSES				
1713	WAL-MART COMMUNITY	JANITORIAL SUPPLIES	90-00-4-0541	21.46
1713		USB DRIVES	90-00-4-0519	22.64
1713		COFFEE, CREAMER	90-00-4-0599	60.28
5228	RICOH-USA, INC.	8/20-9/19/24 COLOR,BW PRINTING	90-00-4-0792	422.06
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - REC CENTER	90-00-4-0752	66.00
6345	CHARTER COMMUNICATIONS	9/22-10/21/24 - 655 N WR AVE	90-00-4-0786	1,109.00
TOTAL RECREATION CENTER EXPENSES				1,701.44
TOTAL RECREATION FUND				1,701.44
TOTAL RECREATION CENTER				1,701.44
TOTAL ALL FUNDS				1,851,580.92

INVOICES DUE ON/BEFORE 11/07/2024

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	449,449.21
MOTOR FUEL TAX	24,796.81
INSURANCE	121,766.62
LIBRARY	210.07
WATER	96,112.85
SEWER	258,948.56
REFUSE	63,089.62
GOLF COURSE	13,209.11
TIF # 3	190.28
CAP IMPROVEMENTS AND DEVELOP	5,841.50
NON-HOME RULE SALES TAX	816,264.85
RECREATION CENTER	1,701.44

TOTAL --- ALL FUNDS	1,851,580.92

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE 90-7, TITLE VII: TRAFFIC CODE, CHAPTER 76: PARKING SCHEDULES, SCHEDULE I: PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS REMOVING THE NO PARKING SIGN ON THE NORTH SIDE OF TENNYSON FROM THE INTERSECTION WITH SIXTH STREET THEN EAST TO THE WESTSIDE OF THE ALLEYWAY (APPROXIMATELY 100 FEET).

WHEREAS, the Traffic Commission recommends that the no parking sign on the north side of Tennyson from the intersection with Sixth Street then east to the westside of the alleyway (approximately 100 feet) be removed;

WHEREAS, after consideration, the Traffic Commission recommends the following:

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

Section 1. That Chapter 76, Schedule I: Parking Prohibited at All Times on Certain Streets be amended as follows:

~~Tennyson North From the intersection with Sixth Street~~
~~Street then east to the westside of the alleyway~~
(approx. 100 feet)

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That in all other respects Ordinance 90-7, the City Code, shall remain in full force and effect.

Section 4. This ordinance shall be in full force and effect following its passage and publication in accordance with the law.

PASSED and APPROVED this 7th day of October, 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:

**MINUTES
WOOD RIVER TRAFFIC COMMISSION
September 17, 2024**

Meeting was called to order by Chairman Joe Freeman at 7:00 p.m. in the Council Chambers at City Hall.

- Members Present: Freeman, Gillian, Yerkes, Palmer, St. Peters (5)
- Members Absent: Cummins, Pearson, Whetzel (3)
- Others Present: Police Chief Brad Wells

APPROVAL OF MINUTES – REGULAR MEETING

Motion was made by Gillian to approve the minutes from March 19, 2024. Motion seconded by Yerkes. All Ayes. Motion carried.

COMMUNICATIONS, PETITIONS, CITIZENS

None

OLD BUSINESS

Police Chief Wells talked to City Manager Palen about the sidewalk project along Wesley Drive. CM Palen will take these sidewalks into consideration, however, the project has not been financially prepared for prior to this budget year.

Citizen Stephanie Schley would like to have a stop sign installed at George and Eaton. This topic has been previously discussed at meetings and laid on the table after discussions. Schley has noticed the number of drivers speeding along Eaton and has had another issue with one of her vehicles parked along Eaton being struck by another vehicle. Chairman Freeman stated that after all the prior meetings, the commission does not have the votes to recommend another stop sign to be added along Eaton. Per the Illinois Department of Transportation handbook, stop signs are not to be used for speed control and are to be used for flow of traffic. Freeman suggested a solar speed limit sign to replace the static speed limit sign already placed on Eaton. The solar sign would flash the speed limit when drivers exceed the posted speed limit. Chief Wells has supplied Highway Institute documentation also stating that Stop signs do not control speed.

Recommendation was made by St. Peters to install a solar speed limit sign along Eaton. Motion seconded by Gillian. All Ayes. Motion carried to forward the recommendation to City Council.

NEW BUSINESS

The new owners of Chicos would like their ‘No Parking’ signs removed along with the yellow paint on the curb along Tennyson outside of their business.

Motion was made by Gillian to approve the removal of the ‘No Parking’ signs and yellow curb paint along Tennyson, outside of Chicos. Motion seconded by Palmer. All Ayes. Motion carried to forward the recommendation to City Council.

ADJOURNMENT

There being no further business, Freeman adjourned the meeting. Meeting adjourned at 7:24pm.

ORDINANCE NO.

ORDINANCE AUTHORIZING THE EXECUTION OF A COMMERCIAL REAL ESTATE SALES CONTRACT WITH STEVE BROWN AND MELANIE BROWN FOR THE PURCHASE OF 101 EAST FERGUSON, WOOD RIVER, IL 62095

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 the authority, pursuant to 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

WHEREAS, City has authority, pursuant to 65 ILCS 5/11-61-3, to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase; and

WHEREAS, City has authority, pursuant to Sec. 11-76.1-1, by ordinance adopted by an affirmative vote of the elected corporate authorities then holding office:

- (i) To purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase.

and

WHEREAS, City intends to purchase real estate from Steve Brown and Melanie Brown for \$50,000.00 for 101 East Ferguson, Wood River, IL 62095 (*see Exhibit A*); and

WHEREAS, City has determined it necessary to purchase the real estate for the public purposes of constructing a parking lot. (*see Exhibit A*); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the real state and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any document necessary to purchase the real estate and pursuant to the terms of the signed real estate contract attached hereto as **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, Illinois.

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the real estate pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

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

PASSED and APPROVED by the City Council of the City of Wood River this 7th day of October 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:

7



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CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE

Date: 09/10/2024

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

1 **1. MUTUAL COVENANTS.** Seller agrees to sell and Buyer agrees to purchase the following described real estate, together
 2 with all appurtenances thereof upon the terms set forth in this Contract Permanent Parcel Number _____
 3 _____ situated in Madison County, Illinois,
 4 commonly known as 101 East Ferguson with an
 5 approximate lot size of 138.3X125.2 IRR ("Property"). The actual legal description will be governed by the title
 6 commitment provided by the Title Company, pursuant to Paragraph 15 hereof. "Buyer" and "Seller" as used in this
 7 Contract shall mean those parties respectively set forth on the signature page hereof. For purposes hereof, this
 8 document and all approved addenda shall be referred to as the "Contract."
 9

10 **2. DUAL AGENT.** The Parties confirm(s) that they have previously consented to the Designated Agent (designated on the
 11 last page of this Contract) acting as a dual agent in providing brokerage services on their behalf and specifically
 12 consent(s) to Designated Agent acting as a dual agent in regard to this transaction.

13 Seller Initials Buyer Initials

14 **3. INCLUSIONS/EXCLUSIONS:** The following **ITEMS** are included or excluded in the sale and are the exclusive property of
 15 the Seller, having been paid in full:



16 The following items are included:
 17 _____
 18 _____
 19 _____
 20 _____
 21 _____
 22 _____
 23 _____

24 The following items are excluded:
 25 _____
 26 _____
 27 _____
 28 _____

29 **4. OFFER AND ACCEPTANCE.** These terms shall constitute an offer, which shall expire and any Earnest Money
 30 (hereafter defined) shall be returned, unless the offer is accepted on or before the Acceptance/Counteroffer
 31 Deadline, (hereafter defined). NO CONTRACT SHALL EXIST BETWEEN THE PARTIES UNLESS THIS CONTRACT AND
 32 ALL ADDENDA (INCLUDING COUNTER OFFERS) IS/ARE SIGNED BY BOTH BUYER AND SELLER. **THE "EFFECTIVE
 33 DATE" OF THE CONTRACT SHALL BE THE LAST DATE THAT ALL PARTIES HAVE SIGNED THIS CONTRACT
 34 AND ALL ADDENDA (INCLUDING COUNTER OFFERS, IF ANY).**

35 **5. TENANCY.** No less than ten (10) days prior to closing date, the Buyer shall direct the Title Company how title shall
 36 be taken.
 37

38 **6. PURCHASE PRICE.** \$50000 (the "Purchase Price") with 1000 (the "Earnest
 39 Money") to be delivered within FIVE (5) business days after the Effective date and to be held in the
 40 escrow account of Heartland Title & Escrow ("Escrow Agent"), for disposition in accordance with this Contract and
 41 as required by law.
 42

43 Seller:  
 09/11/24 09/11/24
 8:12 PM CDT 10:06 AM CDT
 dotloop verified dotloop verified

Buyer and Seller initials acknowledge they have read this page.

Buyer:



- 44 **The Purchase Price shall be subject to the following Seller concessions to be credited to Buyer at Closing:**
 45 (a) \$0 _____ OR _____% of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards
 46 Buyer's closing costs, prepaids, points, and other fees allowed by lender.
 47 (b) If applicable, see Cooperative Compensation Addendum (Addendum X), attached hereto and incorporated
 48 herein by this reference, for Seller's concessions relating to compensation payments to Buyer's Brokerage.
 49

50 If the full amount of the Earnest money is not delivered within the above determined time frame, the Seller may cancel
 51 this contract by notifying the Buyer within 5 days after the required delivery date pursuant to Paragraph 20. Seller shall
 52 use the Contract Cancellation Form to cancel this Contract for Buyer's failure to submit the Earnest Money Deposit.
 53 Buyer shall have the right to extend the Contingency Date (hereafter defined) for 1 periods of 30 days
 54 each, by notice to the Seller on or before the Contingency Date), as extended in accordance herewith, together with a
 55 payment of \$5000 for each of the first (1st) and second (2nd) additional day extensions (each being
 56 referred to herein as "Additional Earnest Money Deposit". Any additional Earnest Money deposit shall be paid directly
 57 to the Seller and shall be applied as a credit to the Purchase Price, but will not be refundable in the event the Buyer
 58 terminates this Agreement.
 59

- 60 7. **CLOSING AND POSSESSION.** The "Closing" or "Closing Date" is the day on which the Parties have fulfilled their
 61 obligations under the Contract, including instruments necessary to convey title and the deposit of the Purchase Price for
 62 disbursement to the Seller. The Closing under this Contract shall take place on or before
 63 10/31/2024, at the office of the title company or insured escrow agent ("Closing Agent" or "Title
 64 Company") as chosen by the Seller, subject to the provisions of this Contract. **Except as may be provided by Addendum,**
 65 **Seller shall deliver possession and keys to the Property to Buyer no later than the time of Closing.** Seller agrees to
 66 leave the Property in broom clean condition, free of all litter, trash and/or debris, and to remove all personal property
 67 not sold to Buyer. Buyer and Seller authorize the Closing Agent to release to the real estate agent(s) signed copies of the
 68 HUD/RESPA statement. Seller grants Buyer and Buyer's Designated Agent the right to enter and "walk through" the
 69 Property. The purpose of the "walk through" is for the Buyer to verify that the Property is in the same general condition
 70 it was as of the Effective Date of this Contract and that repairs, if any, were completed in a workmanlike manner. Waiver
 71 of inspections herein does not waive the right to a "walk through" prior to Closing.
 72
 73 **Waived** **Required BUYER'S CONTINGENCIES.** In addition to any other conditions set forth in this Contract,
 74 Buyer's obligation to close the purchase provided for herein shall be subject to the fulfillment by satisfaction or waiver
 75 in the reasonable discretion of Buyer, ("Buyer's Contingency") on or before _____ (the "Contingency Date")
 76 of the following contingencies:

77 **CHECK THE CONTINGENCY(IES) WHICH APPLY**

<u>Contingency</u>	<u>Expense</u>	<u>Application By</u>	<u>Application Date</u>
Appraisal	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Archeological Studies	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Building Inspection	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Building Permit	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Disposal Permit	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Engineering Reports	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Environmental	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Governmental Inspections	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Platting	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Private Sewage	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Rezoning	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Special Use Permit	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____
Variance	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Equally Shared	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	_____

Seller  
 09/11/24 09/11/24
 8:12 PM CDT 10:06 AM CDT
 dotloop verified dotloop verified

Buyer and Seller initials acknowledge they have read this page.

Buyer  

78 Application shall be made to the appropriate authority for any contingency requiring approval on or before
79 the above indicated application date, with due diligence and in good faith to obtain items requested above.
80 Buyer shall furnish affidavits and lien waivers to comply with the provisions of the Illinois Mechanics Lien
81 Act and shall hold Seller harmless from any and all mechanics' liens, which might arise by virtue of this
82 Paragraph.

84 If Rezoning, Variance or Special Use Permit is sought, intended use or zoning classification of the property is
85 to be changed from _____ to a classification to allow use of such
86 property for (state intended use) _____

88 8. FINANCING CONTINGENCY.



89 Loan. This Contract is contingent upon Buyer obtaining a loan commitment with a Loan Amount _____% of the
90 Purchase Price; Initial annual interest rate not greater than: _____ % for a term no less than _____ years
91 amortized over _____ years.
92 Other Terms: _____ ("Loan Terms")

95 The Buyer must satisfy this contingency by _____ ("Finance Contingency Deadline") Buyer shall use due
96 diligence and good faith in obtaining such financing or assumption and in serving upon Seller written
97 evidence of a commitment for same (i.e.: all appraisals completed, no sale of other property unless provided
98 by addendum) ("Loan Commitment"). If Buyer has been unable to obtain a Loan Commitment and has served a
99 copy of a written statement by the lender of such inability upon the Seller by the Finance Contingency Deadline, the
100 Buyer may terminate this Contract by service of the Termination Notice on the Seller on or before such Finance
101 Contingency Deadline. If Buyer has not served upon Seller written evidence of a Loan Commitment on or before the
102 Finance Contingency Deadline Seller may, within five (5) days after the Finance Contingency Deadline, terminate this
103 Contract by service of the Termination Notice on Buyer. For Termination Procedure, see Paragraph 34. The Parties
104 herein grant to the Buyer's lender the permission and authority to disclose information concerning the status of the
105 loan (such as additional requirements or predications) to the respective Designated Agents.



107 Cash Transaction. This Contract is not contingent on financing. Buyer shall provide to Seller written evidence of
108 funds available to Close on or before five (5) days after the Effective Date but no later than ten (10) days prior to
109 Closing, whichever is earlier. If Buyer fails to provide written evidence of funds as stated in the prior sentence, Seller
110 may, at its option, and within 5 days of Buyers failure to so provide, terminate the Contract by service of
111 Termination Notice to Buyer. For Termination Procedure, see Paragraph 34.

113 9. APPRAISAL. If the Buyer or the Lender elects to have an appraisal performed, such appraisal must be ordered no
114 later than 10 days after the Effective Date and obtained no later than the Finance Contingency Deadline, or if
115 this Contract is a cash transaction (as provided in Paragraph 8), Buyer at Buyer's option and expense may obtain an
116 appraisal by a certified or licensed appraiser within twenty (20) days after the Effective Date. If the appraisal
117 report indicates that the appraised value is not equal to or higher than the Purchase Price, Buyer shall have the
118 option to deliver an Appraisal Response Form, along with a copy of the appraisal to the Seller within two (2) days
119 after it is available to Buyer requesting an adjustment to the Purchase Price. The Parties shall use the
120 Appraisal Response Form to negotiate for the price adjustment, if any, to reach a final adjusted sales price. If
121 Seller does not agree to adjust the Purchase Price down to the appraised value within five (5) days after Seller's
122 receipt of the appraisal report, Buyer at Buyer's option may terminate the Contract by delivery of a Termination
123 Notice to Seller within two (2) days following the aforementioned five (5) day period. For Termination Procedure
124 see Paragraph 34. Nothing herein shall prevent Buyer and Seller from reaching a negotiated Purchase Price
125 adjustment prior to the termination of the Contract. If Buyer is basing offer on square footage, measurements or
126 boundaries, Buyer shall have those items independently measured to verify any reported information.

127 10. INSPECTIONS. Subject to the terms of this Paragraph, Buyer and Seller agree that the Property is being sold in
128 its present, "AS IS" condition, with no warranties, expressed or implied, and that conditions of the Property
129 that are visible on a reasonable inspection by the Buyer should either be taken into account by the Buyer in
130 the Purchase Price, or the Buyer should make the correction of these conditions by Seller a requirement of
131 the Contract; this provision shall survive Closing and delivery of Seller's deed to the Buyer.

Seller:  

Buyer and Seller initials acknowledge they have read this page.

Buyer:  

132 (A) **DUE DILIGENCE.** The Parties also acknowledge that the real estate agents and agencies involved in this
 133 transaction have no special training or experience with respect to the many structural and environmental
 134 aspects of the Property, or with discovering and/or evaluating defects, including, but not limited to,
 135 structural defects, roof, basement, mechanical equipment, radon gas, lead based paint hazards, sewer
 136 systems, wells, mold and mold infestation, plumbing, asbestos, exterior drainage, termite or other type of
 137 wood destroying insect infestation or damage. Buyer acknowledges that he will carefully inspect the Property
 138 or has been offered the right to have the Property inspected. Buyer also agrees to verify and inspect any
 139 defects listed on the Lead Based Paint Disclosure, Mold Disclosure, if applicable, that are important to Buyer
 140 by an independent investigation. Buyer acknowledges that neither Seller nor any real estate agent(s) is an
 141 expert at detecting or repairing physical defects in the Property.
 142 **PAINTING, DECORATING OR OTHER ITEMS OF A COSMETIC NATURE, REGARDLESS OF THE COST TO**
 143 **REMEDY, SHALL NOT CONSTITUTE A DEFECT FOR THE PURPOSE OF THIS PROPERTY INSPECTION**
 144 **CONTINGENCY.**

146 (B) **INSPECTION REMEDIES.** If the Contract is not declared terminated pursuant to this Paragraph, and the
 147 Buyer has delivered Buyer's Inspection Response to Seller, prior to the expiration of the Contingency Date,
 148 then Buyer and Seller shall have **ten (10) days** after Seller's receipt of the Inspection Response in which to
 149 reach an agreement in writing for the repair of such defects by the Closing Date, including, but not limited to:
 150 (a) who shall pay a specific portion of such repairs and the individual contractors who will do the
 151 work, or
 152 (b) an agreed monetary adjustment at Closing in lieu of the correction of defects, or
 153 (c) terms which include who shall pay and what contractors will do a portion of the work together
 154 with an agreed monetary adjustment at Closing.

155 (Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest
 156 rate). If no written agreement is reached within **said ten (10) days**, then the Buyer may terminate this
 157 Contract by delivery of a Termination Notice to the Seller. Notwithstanding the previous sentence, if within
 158 the **ten (10) day period**, the Seller's written commitment to correct all the non-structural defects at his
 159 expense prior to Closing or the Buyer's written commitment to accept the Property without correction of
 160 the defects shall also constitute an "agreement" for purposes of this Paragraph, even if earlier negotiations
 161 failed to produce an agreement. In the event of termination, Buyer must show proof of payment to all
 162 inspectors prior to release of the Earnest Money. For Termination Procedure, see Paragraph 34.

164 (C) **LIABILITY DISCLAIMER.** The real estate agent(s) shall not be liable in any way for damages incurred
 165 pertaining to which inspector or inspectors are chosen to conduct the inspection, the results of any
 166 inspections or findings of any Parties in connection with an inspection, or the expense of any party in
 167 connection with this or any other provision forming part of this Contract. Seller warrants that as of the
 168 Effective Date, he has not received any written notification from any governmental agency requesting any
 169 repairs, replacements or alterations to the Property, which have not been satisfactorily made or disclosed to
 170 the Buyer in writing and will promptly inform Buyer of any such notice received prior to Closing.

172 11. **AS IS.** BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY
 173 NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS
 174 SET OUT IN THE SPECIAL WARRANTY DEED AND AS EXPRESSLY SET FORTH IN THIS CONTRACT), PROMISES,
 175 COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER
 176 EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH
 177 RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT
 178 LIMITATION, THE WATER, SOIL AND GEOLOGY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE
 179 SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANYONE ELSE MAY
 180 CONDUCT THEREON; (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS,
 181 RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (v) THE
 182 HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE
 183 OF THE PROPERTY; (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY,
 184 INCORPORATED INTO THE PROPERTY; (vii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF
 185 THE PROPERTY; OR (viii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT
 186 SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING
 187 COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES,

Seller:

SB <small>09/10/2024 10:11:01 AM</small>	AB <small>09/10/2024 10:11:01 AM</small>
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Buyer and Seller initials acknowledge they have read this page.

Buyer:

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188 REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF
 189 HAZARDOUS MATERIALS EXCEPT AS AND AS EXPRESSLY SET FORTH IN THIS CONTRACT. BUYER FURTHER
 190 ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY,
 191 BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION
 192 PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY
 193 INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A
 194 VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION
 195 OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH
 196 INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS,
 197 REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF,
 198 FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER
 199 ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE
 200 PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS
 201 UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO
 202 REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.
 203 ALL PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS CONTRACT
 204 WITHOUT CLOSING, AS APPLICABLE.
 205

206 **12. ACCESS TO PROPERTY.** Seller agrees to permit access to the Property by governmental inspectors, pest
 207 inspectors, Property inspectors, engineers and appraisers selected by Buyer as provided for in the Contract, or
 208 inspectors required by Buyer's lender, upon reasonable advance notice to Seller. Buyer and Buyer's agent(s) may also
 209 be present during all such inspections and the "walk through". Buyer will hold harmless and indemnify Seller from
 210 mechanics liens accrued from its investigations of the property.
 211

212 **13. ADJUSTMENTS AND CLOSING COSTS.** Unless otherwise agreed herein, adjustments, charges, and Closing costs are to
 213 be paid by the Parties as follows:

214 **Buyer shall pay (where applicable):**

- 215 (a) Later date title charges and other Title Company charges (including closing, recording and escrow fees, and
- 216 all title charge required by the Lender) customarily paid by Buyer;
- 217 (b) Hazard insurance premiums: flood insurance premium, if required by Lender;
- 218 (c) Credit report(s) appraisal fees and survey;
- 219 (d) Any charges imposed by the Buyer's lender, for example: points, loan discount fees, and other loan expenses;
- 220 property inspection; inspections and governmental permits;
- 221 (e) Taxes and assessments, subdivision assessments and condominium assessments levied after closing (see
- 222 below); and
- 223 (f) Real estate brokerage compensation per written agreement with Buyer's brokerage.



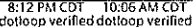
224 **Seller shall pay (where applicable):**

- 225 (a) Existing loans on the Property (if not assumed by the Buyer); Basic title insurance premium and other Title
- 226 Company charges including closing, recording and escrow fees) customarily paid by Seller;
- 227 (b) Inspection fees;
- 228 (c) Taxes and assessments, subdivision assessments and condominium assessments levied before Closing (see
- 229 Paragraph 16 below) and revenue stamps;
- 230 (d) Listing Brokerage compensation per written agreement with Listing Brokerage and any cooperative
- 231 brokerage compensation agreed upon and included in this Contract (if applicable);
- 232 (e) Agreed upon repairs (if applicable);
- 233 (f) and Transfer of tenant security deposits (if applicable).


234 Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the
 235 Closing Date.
 236

237 **Seller shall pay the last day (where applicable):**

- 238 (a) Current rents (Seller to receive rent for day of Closing);
- 239 (b) Rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- 240 (c) Ad valorem real estate taxes;
- 241 (d) Subdivision or Common Area upkeep assessments and monthly condominium fees;
- 242 (e) Interest (when Buyer assumes an existing loan);
- 243 (f) Utility charges (including, but not limited to, water, sewer, trash and fuel and fuel storage tank.).

244 Seller  
 245 

Buyer and Seller initials acknowledge they have read this page.

Buyer 

246 14. **SURVEY.** Buyer and Seller each acknowledge that GIS maps are not always accurate and that Buyer is encouraged to
247 obtain its own survey to confirm lot lines and sizes/acreage. To that end, Buyer may obtain a survey at Buyer's cost,
248 which shall be drawn by a licensed Illinois Land Surveyor, *at least twenty (20) days prior to Closing.*

249
250 Within five (5) days of receipt of survey, Buyer shall give written notice of objections to the survey, that: (1) are
251 unacceptable to Buyer and (2) adversely affect the use of the Property. Failure of Buyer to serve written notice of
252 objections to the survey on Seller within such time frame will constitute a waiver by Buyer of any survey objections.
253

254 If Buyer does timely object, Seller has five (5) days from receipt of the survey objections to agree in writing to
255 correct the survey defects, at Seller's expense, prior to Closing, or agree to reduce the Purchase Price based upon the
256 survey objections.
257

258 If Seller does not so agree as provided in 15(b) hereof, the Buyer may terminate this Contract by delivery of a
259 Termination Notice to the Seller, unless Buyer, within two (2) additional days or the Closing Date, whichever is
260 earlier, agrees in writing to accept the Property subject to the survey objections. If the Buyer delivers the
261 Termination Notice, the Seller shall promptly sign the Termination Notice to return the Earnest Money to the Buyer.
262 (Note: In the event the Buyer terminates the Contract as a result of the survey, notwithstanding section (b) above,
263 the Buyer must provide proof of payment to the surveyor, prior to release of the Earnest Money). For Termination
264 Procedure, see Paragraph 34.
265

266 Buyer and Seller each acknowledge and agree that each broker has advised them that broker: (1) is not an expert in
267 measuring real estate structures or dwellings, (2) does not independently measure the total square footage of the
268 properties that it markets for sale and/or shows to buyers, and (3) makes no opinion, representation, or warranty as
269 to the accuracy of any measurement provided to Buyer or Seller, or relied upon by either.
270

271 To the extent that any broker provides or shares information about total square footage of properties, then: (1) such
272 information was received from one or more third-party sources, (2) is only an approximation, and (3) has not been
273 verified by any broker. There are several alternate standards relied upon for calculating total square footage,
274 measurements, and the available data about total square footage can vary depending upon many variables, including
275 but not limited to, the data source, the measurement standard that was used, the type of measurement device that
276 was used, the date of measurement, and any obstructions, impediments or other limitations on accessibility or
277 measurement points. One common source for total square footage is public information provided by the county
278 assessor's office. However, the county assessor's office does not typically independently verify or warrant the
279 accuracy of any such information. If you wish to have verifiable and accurate information about the total square
280 footage of a particular property, you should retain a qualified professional appraiser to measure the property
281 according to the measurement standard that you and/or the appraiser deem appropriate. The price per square foot
282 for any property is a calculation based upon, among other things, total square footage, so price per square foot also
283 is only an approximation and is subject to the same uncertainties and limitations described in this disclosure. In the
284 event that any contract for the purchase or sale of real estate is dependent on or calculated based upon a square
285 footage amount, the parties should acknowledge and agree upon the actual square footage to be used for such
286 purposes.
287

288 15. **EVIDENCE OF TITLE.** Within twenty (20) days after the Effective Date or ten (10) days prior to closing (whichever
289 date is earlier), Seller shall deliver a commitment for title insurance ("Title Commitment") issued by a title
290 insurance company ("Title Company") regularly doing business in the county where the Property is located,
291 committing the Title Company to issue a policy in the usual form insuring title to the Property in Buyer's name for
292 the amount of the Purchase Price.

293 Buyer is cautioned that there may be subdivision covenants, bylaws, or other restrictions on the use of the Property,
294 all of which should be recorded in the office of the Recorder of Deeds in the county in which the Property is located
295 ("Title Restrictions"). Examples of restrictions include construction of improvements including room additions, a
296 swimming pool, and non-residential uses of the Property such as use of a room for business or the right to keep
297 certain vehicles or animals on the Property. The Buyer is advised to review all easements, government regulations
298 and subdivision restrictions before Closing if the Buyer plans these or similar uses. If Buyer requires assistance in
299 reviewing easements, surveys, restrictions or other matters affecting the title or use of the Property, Buyer should
300 seek competent legal advice. The real estate agents have no responsibility to advise the Buyer about any Title
301 Restrictions concerning the Property.

Seller

<i>SB</i>	<i>MB</i>
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dotloop verified	dotloop verified

Buyer and Seller initials acknowledge they have read this page.

Buyer

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302 Permitted exceptions to title shall include only the lien of taxes and assessments, zoning laws and building
303 ordinances, easements, apparent or of record, which do not underlie the improvements or render the Property
304 unmarketable (the "Permitted Exceptions"); covenants and restrictions apparent or of record which are not violated
305 by the existing improvements or by the present use of the Property; existing mortgages (which will be satisfied at
306 Closing, if not assumed); coal, gas and other minerals excepted or conveyed in prior transactions; and limitations
307 and conditions imposed by the Illinois Condominium Property Act, if applicable.
308

309 In the event the Property is governed by the Condominium Property Act, Seller shall furnish Buyer a statement from
310 the Board of Managers, Treasurer, or Managing Agent of the condominium association certifying payment of
311 assessments for the condominium common expenses and, if applicable, proof of waiver or termination or any right
312 of first refusal or general option to purchase contained in the declaration of condominium, together with any other
313 documents required by declaration of condominium or bylaws thereto as precondition to the transfer of title.
314

315 Buyer shall deliver written notice of exceptions (other than the Permitted Exceptions) to which the Buyer objects
316 (all exceptions not noted by Buyer shall be deemed to be Permitted Exceptions) and the reasons for the objection to
317 the Seller **within seven (7) days after being furnished the Title Commitment**. Seller shall have **five (5) days** to
318 have such title exceptions removed or demonstrate that the objections will be cleared prior to Closing. If Seller is
319 unable to cure such title exceptions or demonstrate that the objections will be cleared prior to Closing, the Buyer
320 shall have the option to terminate this Contract, in which case the Buyers shall deliver to Seller a Termination
321 Notice. For Termination Procedure, see Paragraph 34. In the event the Title Commitment is not available to allow
322 the full time frames provided above, such time limitations shall be adjusted pro-rata to meet the Closing Date agreed
323 to between the Parties. At closing, title shall only be subject to lien of taxes for current year and thereafter and
324 Permitted Exceptions.
325

326 **16. TAXES AND ASSESSMENTS.** The ad valorem real estate taxes and assessments (both governmental and private)
327 shall be apportioned through the Closing Date at the Seller's expense (Seller to have the last day). The proration
328 thereof shall be calculated upon the basis of the most recent tax information, including confirmed multipliers. Any
329 special assessment, regardless of whether such special assessment is a lien on the Property or is required under the
330 covenants, restrictions, or declarations of a subdivision, development, or condominium, which is a onetime
331 assessment being paid in installments by the Seller, shall be paid in full at Seller's expense at the time of Closing. All
332 such taxes and assessments shall constitute a credit to Buyer against the Purchase Price and shall relieve the
333 Seller from any liability to Buyer in connection herewith; however, in the event that the real estate taxes and
334 assessments (specified or otherwise) prorated hereunder are overpaid/underpaid by more than Two Thousand Five
335 Hundred dollars and NO/100's (\$2,500.00), the Party aggrieved by this discrepancy shall be promptly reimbursed
336 such discrepancy by the Party receiving the benefit of the discrepancy upon receipt of a written request along with
337 verification of the overpayment/ underpayment. Buyer should not assume that Buyer's future real estate tax bills on
338 the property will be the same as the Seller's present tax bill. **IN ANY EVENT, THE REAL ESTATE AGENT(S) AND THE
339 CLOSING AGENT SHALL NOT BE RESPONSIBLE TO EITHER PARTY FOR COLLECTION OF SUCH DISCREPANCY.**
340

341 **17. DEED OF CONVEYANCE.** Seller shall execute a special warranty deed sufficient to convey the Property to Buyer, or
342 Buyer's nominee, in fee simple, subject to exceptions permitted herein, the conditions and stipulations and standard
343 or general exceptions contained in the owner's policy of title insurance procured by Buyer insuring Buyer's title to
344 the real estate and delivered, building lines and restrictions of record, zoning and building laws and ordinances,
345 private and public utility easements of record, covenants and restrictions of record; party wall rights and
346 agreements of record, to Buyer at Closing upon Buyer's compliance with the terms of this Contract. Unless otherwise
347 agreed to, in writing by both Seller and Buyer, any mineral rights, owned by Seller, shall be transferred to Buyer at
348 Closing.
349

350 **18. RISK OF LOSS.** Risk of loss to the improvements on the Property shall be borne by the Seller until Closing. If, after
351 the Contract is executed, the Property is destroyed or damaged by fire, windstorm, or other casualty, Seller shall
352 immediately notify Buyer in writing of the damage or destruction, and as soon as practicable, the amount of
353 insurance proceeds payable, if any. In the event of such loss, the Parties will attempt to agree as follows: (A) Seller
354 shall restore the Property to a condition mutually agreed upon by the Parties or (B) Buyer shall proceed with the
355 transaction and be entitled to all insurance money, if any, payable to Seller under all policies insuring the
356 improvements. Notwithstanding the previous sentence, if the Parties fail to agree to (A) or (B) above **within ten
357 (10) days after Buyer has received written notice** of such damage or destruction and the amount of the insurance
358 proceeds payable, the Contract shall be considered terminated. For Termination Procedure, see Paragraph 34. The
359 termination hereunder does not constitute a default under this Contract by either party.

Seller:

SB <small>SUBMITTED</small>	MB <small>MANAGED</small>
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Buyer and Seller initials acknowledge they have read this page.

Buyer:

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360 19. **REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Contract, the party
 361 claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature
 362 of the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to
 363 cure the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or
 364 in equity, including enforcement of sale and damages. In the event of litigation or arbitration between the Parties,
 365 the prevailing party may recover, in addition to damages and/or equitable relief, the cost of litigation, applicable
 366 fees, and reasonable attorney's fees. In the event of Earnest Money dispute, parties acknowledge they must agree, in
 367 writing, to the disposition of Earnest Money or proceed to a resolution pursuant to the provisions of Paragraph 20.
 368 For the Termination Procedure, see Paragraph 34.
 369

370 20. **EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held in
 371 escrow be deemed "abandoned" if all the following transpire: (i) the absence of disbursement, (ii) the absence of the
 372 filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed from the receipt by the broker
 373 of a written demand for the escrow monies by either principal to the transaction or either principal's duly
 374 authorized agent. In the event of earnest money dispute, parties acknowledge they must agree, in writing, to the
 375 disposition of earnest money as stated in the Termination Notice. Parties further acknowledge real estate brokers
 376 have no authority to release earnest money without signatures of all parties to the Contract. If the parties fail to
 377 agree, the disposition of the earnest money shall be distributed pursuant to Paragraph 21, namely, as agreed to by
 378 the Parties in writing or as directed by an arbitrator's award, as appropriate.
 379



380 21. **MEDIATION/ARBITRATION/LITIGATION.** Seller and Buyer agree that all disputes or claims (falling below the small
 381 claims maximum threshold for the County in which the subject Real Estate is located) shall be filed through the small
 382 claims procedures established through Circuit Courts of local jurisdiction in the County in which the subject Real
 383 Estate is located. Seller and Buyer agree that any disputes or claims arising out of or relating to this Contract in an
 384 amount exceeding the County's small claims maximum threshold, for the County in which the subject Real Estate is
 385 located, including, without limitation, disputes for the return of the Earnest Money, disputes over taxes, the breach of
 386 this Contract, or the services provided in relation to this Contract, representations, made by the Buyer, Seller or other
 387 person or entity in connection with the sale, purchase, financing, condition, or other aspect of this Property, allegations
 388 of concealment, misrepresentations, negligence and/or fraud ("Disputes"), shall be submitted to mediation in
 389 accordance with the Rules of Procedures of the Homesellers/Homebuyers Dispute Resolution System as established
 390 by the National Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Buyer,
 391 and no real estate agents or other third parties may be involuntarily joined into such process. Any agreement signed
 392 by the Parties pursuant to the mediation conference shall be binding. The Parties shall pay the fees as set forth in the
 393 relevant rules as set forth herein.
 394

The Parties further agree that any Disputes or claims for whatever cause or reason that are not resolved by mediation shall be settled by binding arbitration using the services of United States Arbitration & Mediation Midwest, Incorporated, in accordance with its relevant arbitration rules. The Arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including a reasonable attorney's fee for having to comply with arbitration or defend or enforce the award. The provisions of this Paragraph concerning arbitration apply to any Disputes or claims brought between the parties.

The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment, receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Paragraph nor shall it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or arbitration award. **However, the Escrow Agent may institute an interpleader action to determine the proper receipt of the Earnest Money. Any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money prior to disbursement to the Parties.**

414

Seller  
 09/11/24 09/11/24
 8:12 PM CDT 10:06 AM CDT
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Buyer and Seller initials acknowledge they have read this page.

Buyer  

- 415 22. **NOTICES.** For purposes of this Paragraph and other provisions of this Contract, the Buyer or the Seller may be
 416 referred to as the "party" or "parties." All notices required shall be in writing and shall be served by one party or his
 417 Designated Agent to the other party or his Designated Agent. Notice to any one of a multiple person party shall be
 418 sufficient notice to all. Notice shall be given in the following manner subject to Paragraph 30 of this Contract:
- 419 (a) By personal delivery of such notice; or
 420 (b) By mailing of such notice to the addresses recited herein by regular mail or by certified mail, return
 421 receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be
 422 effective on the date of mailing. Notices sent by regular mail shall be effective two (2) days after mailing
 423 (except mailing on , Sunday or a holiday shall be considered effective the next business day); or
 424 (c) By facsimile transmission. Notice by facsimile transmission shall be effective as of the date and time of
 425 facsimile transmission, (except facsimile transmission on a Sunday or holiday shall be considered
 426 effective the next business day); or
 427 (d) By e-mail, which e-mail shall be deemed effective when transmitted (except e-mail transmitted on a
 428 Sunday or holiday shall be considered effective the next business day).
- 430 23. **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, etc.) copies shall be
 431 deemed true copies, however, Parties shall exchange original copies as soon thereafter as practicable.
- 433 24. **NON-DISCRIMINATION.** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE
 434 PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR,
 435 RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL
 436 DISABILITY, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM MILITARY, SEXUAL ORIENTATION,
 437 PREGNANCY, SOURCE OF FUNDS, ORDER OF PROTECTION STATUS OR ANY OTHER CLASS PROTECTED BY
 438 ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE
 439 FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.
- 441 25. **BINDING EFFECT.** The Contract shall be binding on and for the benefit of the Parties and their respective heirs,
 442 personal representatives, executors, administrators, successors or assigns. Unless specifically stated herein, all
 443 provisions of this Contract shall survive the Closing.
- 445 26. **ASSIGNABILITY OF CONTRACT.** This Contract is assignable by Buyer if the Buyer retains an ownership interest in
 446 the new entity. If Buyer will no longer have any ownership interest, then the Buyer will need written consent of
 447 Seller, whose consent shall not be unreasonably withheld. If Seller is taking back a note and mortgage as part of the
 448 Purchase Price, or Buyer is assuming an existing note and mortgage, Seller may withhold his consent in his sole and
 449 absolute discretion. Unless otherwise agreed in writing, an assignment does not relieve the Parties of their
 450 obligations under the Contract.
- 452 27. **GOVERNING LAW.** This Contract shall be considered a Contract for the sale of real property and shall be construed
 453 in accordance with laws of the State of Illinois. All Parties to the Contract agree to act in good faith and fair dealing
 454 with one another.
- 456 28. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and in masculine,
 457 feminine or neuter gender according to content. The Illinois Real Estate License Act in effect on the Effective Date
 458 shall take precedence over any definition herein to the contrary.
- 459 29. **EFFECTIVE DATE DEFINED.** "Effective Date" is the time from which various time limits and contingencies are to be
 460 measured. Unless otherwise agreed in writing, "Effective Date" is defined as the date of the signature of the last
 461 party whose signature resulted in a Contract (even if that signature was obtained before the date of the acceptance
 462 deadline).
- 464 30. **TIMING.** Except for the Effective Date, as defined in Paragraph 29, and a deadline stated in hours in Addendum A, if
 465 any date, time period or deadline hereunder falls on a Sunday or a state or federal holiday, then such date shall be
 466 extended to the next occurring business day. Subject to this Paragraph 30, if any provision of the Contract or any
 467 Addendum refers to a date, time period, or deadline in "days", said reference to days shall mean calendar days
 468 unless specified otherwise. Business days are Monday through Friday 9 am to 5 pm.

Seller:

SB 09/11/24 8:12 PM CDT dotloop verified	MB 09/11/24 10:06 AM CDT dotloop verified
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Buyer and Seller initials acknowledge they have read this page.

Buyer:

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470 31. **ENTIRE AGREEMENT.** This Contract constitutes the entire Agreement between the Parties hereto and there are no
471 other understandings, written or oral, relating to the terms hereof. The Contract may not be changed, modified or
472 amended, in whole or in part, except in writing by all Parties.

474 32. **AGENT INTEREST.** Pursuant to 225 ILCS 454/10-27, _____ is a licensed real
475 estate broker/agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that subject of this
476 transaction.

478 33. **INSURANCE.** This Contract is contingent upon Buyer's securing evidence of insurability *within twenty (20)*
479 *business days* after the Effective Date. If Buyer is unable to obtain evidence of insurability and serves written notice
480 with proof of same to Seller within the time specified, this Contract shall be null and void and Seller shall promptly
481 sign the Termination Notice to return the Earnest Money to the Buyer. If written notice is not served within the time
482 specified, the Buyer shall be deemed to have waived the contingency and this Contract shall remain in full force and
483 effect.

484
485 34. **TERMINATION PROCEDURE.** In the event either party to this Contract is entitled to deliver a Termination Notice to
486 the other party pursuant to this Contract, the party receiving the Termination Notice has an affirmative obligation to
487 sign the Termination Notice and the Earnest Money shall be disbursed pursuant to the terms of this Contract. Except
488 as otherwise provided in the immediately preceding sentence, if either party a Termination Notice, for a reason
489 other than as allowed under the Contract to Purchase Commercial Real Estate, then such Termination Notice shall
490 state with specificity the reasons for such Termination and should further propose a distribution of the Earnest
491 Money; and the receiving party shall accept or reject the proposed Termination Notice within the time requirements
492 of this Paragraph. In the event that both Parties agree to the Termination and the proposed distribution of the
493 Earnest Money, then, after the Earnest Money is distributed as directed, this Contract is terminated and neither
494 party shall have any continuing liability or obligation to the other Party. In the event that the Parties cannot agree to
495 the termination or distribution of the Earnest Money, then the provisions of Paragraphs 20 and 21 shall govern the
496 ultimate distribution of the Earnest Money and disposition of the Contract. If either party submits a Termination
497 Notice or refuses to sign the Termination Notice without right under the reasons submitted on the Notice, such party
498 shall be considered in default as described in Paragraph 19. The Termination Notice shall be signed and returned
499 within five (5) days or the terms of Paragraph 19 shall govern.

500
501 35. **ADDENDA.** If checked, the following pre-printed addenda are made a part of this Contract.

- Addendum A - Contingency on Sale and/or Closing of Buyer's Property
- Addendum E - Additional Personal Property
- Addendum F - Limited Purpose Entry by Buyer prior to Closing
- Addendum G - Possession by Buyer prior to Closing
- Addendum K - Contract for Deed
- Addendum N - Notice of Short Sale Contingency
- Addendum R - Residential Real Property Disclosure Report
- Addendum S - Secondary Contract
- Addendum U - Rent Roll
- Addendum X - Cooperative Compensation Addendum
- Solar Panel Addendum
- Supplemental Addendum
- Additional Addendum _____

515
516

517
518 36. **RIGHT TO SIGN.** By signing this document, you are certifying that you have the legal authority to sign this Contract.

519
520 37. **INITIALS.** The Parties have initialed each of the eleven (11) pages of this Contract. Initialing each of the pages
521 merely acknowledges that the Parties have read and understand the terms indicated on such pages; failure to initial
522 all the pages shall not be cause to invalidate this Contract if all other conditions to the formation of the Contract are
523 satisfied.

Seller

SB	MB
09/11/24	09/11/24
8:12 PM CDT	10:06 AM CDT

dotloop verified dotloop verified

Buyer and Seller initials acknowledge they have read this page.

Buyer

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Address: 101 East Ferguson, Wood River, IL 62095

Date: 09/10/2024

524

PLEASE PRINT

525

PARTIES:

526 SELLER Steve Brown

BUYER City of Wood River

527 Address:

Address:

528 City/State/Zip:

City/State/Zip:

529 SELLER Melanie Brown

BUYER

530 SELLER

BUYER

531 Address:

Address:

532 City/State/Zip:

City/State/Zip:

533 Attorney:

Attorney:

534 Listing Brokerage: Bridges Home Realty, LLC

Selling Brokerage:

535 Brokerage License #: 481.013660

Brokerage License #:

536 Designated Agent: Todd Sivia

Designated Agent:

537 Agent License #: 471.000985

Agent License #:

538 Phone/Cell: 6188306565

Phone/Cell:

539 E-mail Address: tws@sivialaw.com

Email Address:

540 Production Under (MLS ID): Bridges Home Realty, LLC

Production Under (MLS ID):

541 Contract to be accepted by Seller by _____ M (time) on _____ day of _____, 20__ (year) (Acceptance/ Counteroffer Deadline).

544 [Signature Box] Buyer Date

544 [Signature Box] Buyer Date

548 OFFER TO PURCHASE RECEIVED BY LISTING AGENT:

549 Date _____

550 BY [Signature: Melanie Brown] dotloop verified 09/11/24 10:06 AM CDT JUFESBCW-TM-00-7926

551 Seller: On this _____ day of _____, 20__ (year) Seller Accepts Rejects or Counter Offers – the
552 foregoing contract. If seller counters, Counteroffer Addendum is attached.

554 [Signature: Steve Brown] dotloop verified 09/11/24 10:06 AM CDT JUFESBCW-TM-00-7926

554 [Signature: Melanie Brown] dotloop verified 09/11/24 10:06 AM CDT JUFESBCW-TM-00-7926

555 Seller Date

555 Seller Date

556 TITLE COMPANY INFORMATION:

557 Name: Heartland Title & Escrow, LLC Contact: Anita Riley

558 Address: 1115 Harrison, Mount Vernon, Illinois 62864

559 Phone: Fax: E-Mail Address: ariley@sivialaw.com

Seller [SB] [MB] 09/11/24 8:12 PM CDT 09/11/24 10:06 AM CDT dotloop verified dotloop verified

Buyer and Seller initials acknowledge they have read this page.

Buyer [] []

ORDINANCE NO.

ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH DANIEL DONOHOO, 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, Daniel Donohoo ("Developer"), has presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 632 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 develop the Property, with estimated costs of \$11,275.10 ("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 may enable Developer to create opportunities for additional employment, may help enrollment of youths at his gym, and may help to increase property values in the commercial corridor 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: \$11,275.10
- b. City agrees to reimburse the Developer up to the maximum sum of \$2,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$2,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid in one lump sum, subject to review by City, with payment within thirty (30) days from City's acknowledgment that the Project has been completed, or thirty (30) days from City's receipt of all TIF eligible receipts and costs after City's acknowledgment that the Project has been completed, whichever occurs later in time.
- d. City's acknowledgment that the Project has been completed must be signed and approved by City, including the City Manager and/or Building and Zoning Administrator, prior to commencement of any TIF payment 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 may create job opportunities within City.
- b. Developer's Project may serve to further the development of adjacent areas.

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

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

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

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

PASSED and APPROVED by the City Council of the City of Wood River this 7th day of October 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 DANIEL DONOHOO AND THE CITY OF WOOD RIVER FOR 632 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 Daniel Donohoo (“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 redevelopment 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:

632 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 improvement to the Property’s parking lot and facade (“Project”) as part of the development of the existing building. (*See Exhibit A*); and

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

WHEREAS, Developer estimates the total costs for the Project on the Property to be \$11,275.10 (*See Exhibit A*); 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 may help to enhance property values, create jobs, facilitate City's TIF #3 growth, 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, building repair and rehabilitation, including the improvement of the parking lot and improvement of the exterior aesthetic of the Property, 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 twelve (12) 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.
2. Developer will obtain all building and zoning permits in association with the Project.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
4. Developer is fully responsible for identifying and mitigating any building-related

concerns, or any other environmental issues with the Property.

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

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

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

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

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

10. Developer covenants and agrees that all Redevelopment Project Costs submitted to City for payment shall be the "fair market value" for property acquisition, professional services, products, materials, construction services, or any other Redevelopment Costs provided by Developer for payment by the City related in any way to the Project. Developer agrees City shall be entitled to a full audit, at the sole discretion of the City, of any and all Redevelopment Project Costs submitted to City for payment.

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: \$11,275.10

b. City agrees to reimburse the Developer up to the maximum sum of \$2,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.

c. The \$2,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid in one lump sum, subject to review by City, with payment within thirty (30) days from City's acknowledgment that the Project has been completed, or thirty (30) days from City's receipt of all TIF eligible receipts and costs after City's acknowledgment that the Project has been completed, whichever occurs later in time.

d. City's acknowledgment that the Project has been completed must be signed and approved by City, including the City Manager and/or Building and Zoning Administrator, prior to commencement of any TIF payment to Developer.

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

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

Section 4. Reimbursement to Developer under the TIF Act.

a. Developer shall submit to the Director of Finance 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 Director of Finance may make payment within thirty (30) days from City's acknowledgment that the Project has been completed, or thirty (30) days from City's receipt of all TIF eligible receipts and costs after City's acknowledgment that the Project has been completed, whichever occurs later in time.

c. Any request for reimbursement from the Developer shall be forwarded 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, that the only reasons 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.

- d. 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 may be reimbursed in subsequent years and as agreed to in writing by Developer and City.
- e. 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, if any, and show proof that all sales taxes have been paid in full.
- f. 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.

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

Undesirable examples include new ownership that are

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

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

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

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

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

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

Section 9. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall

return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.

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

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

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

In the event of an opt out by either Party, Developer's failure to return all monies paid by City shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity

to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

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

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

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

Daniel Donohoo
drdonohoo@charter.net
(618) 254-1589
804 Shell Ct.
Wood River, IL 62095

To the City:

City of Wood River
Attention: City Manager
spalen@cityofwoodriver.com
111 North Wood River Ave
Wood River, IL 62095

CITY OF WOOD RIVER, ILLINOIS:

City Manager

DANIEL DONOHOO

Developer

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: DANIEL DONOHOO Business Name: _____

Applicant Mailing Address: 804 Shell Ct, Wood River IL 62095

Applicant Phone Number: 618-254-1539 Fax: _____ Email: dcdonohoo@charter.net

Federal Employer Identification Number (FEIN): _____

Social Security Number for Sole Proprietor (SSN): 358-48-1777

Type of Business Entity:

- Individual
- Corporation
- Partnership
- Other: No Profit Motive

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

Project Category:

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

Building Name (if it has one): Roughneck Wrestling Building

Building Address: 632 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): DANIEL DONOHOO
(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.: 618-254-1539

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

2. Building Data:

	Total	Portion Addressed By Project
Site square footage:	<u>16,875</u>	_____
Building square footage:	<u>4,000</u>	_____
Number of floors in building:	<u>one</u>	_____
Approximate year constructed	<u>1960 estimate</u>	_____
Most Recent Real Estate Taxes Paid:	<u>\$1824</u> Year Paid - 202 <u>3</u> paid in 2024	_____

3. Current Use:

Wrestling facility for 5-14 year old boys + girls for East Aton and Wood River middle school practices and often used by EAURHS practices during off season and holidays

4. General Project Description and /or Proposed Use:

graphic design for store front - picture attached
fill cracks and reseal parking lot

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,

- Same as question 3 for building use

There are no leases, rental agreements, negotiations, etc. I provide the building free gratis

6. Who will own the property?

DANIEL DONOHOO

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

Improve exterior appearance which will potentially increase participation from local youths.

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 0 Part Time 0
b. Anticipated Number of Employees Full Time 0 Part Time 0

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)

N/A

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	\$ 4637	\$	\$ 4638	\$
Design Services	\$	\$	\$	\$
Building Rehab	\$	\$	\$	\$
Equipment/Fixtures/ Furnishings	\$	\$	\$	\$
Emergency Repairs	\$	\$	\$	\$
ADA/Life Safety/ Building Code/Elec.	\$	\$	\$	\$
Building Demo/Site Preparation <i>Reseal</i>	\$ 2000	\$	\$	\$
TOTAL	\$ 6637	\$	\$ 4638	\$

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

I will pay the other half of Full Deck & Print Designs proposal if approved

I currently pay taxes, insurance and maintenance for the building. The facade improvement is necessary for curb appeal which might appeal to local youth which will increase participation

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

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

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.

David Blouhoo *Building Owner* *9-11-24*
Applicant's Signature Title Date

(Applicant – do not write below this line)

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



ESTIMATE

Full Deck Print & Design

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

UNITED STATES

Phone: +1 618-251-8787;

fulldeck618@gmail.com

Estimate No#: 0009

Estimate Date: Aug 15, 2024

\$9,275.10

ESTIMATED AMOUNT

BILL TO

EAWR Roughnecks Wrestling

Tim Donohoo

Wood River, IL 62095, UNITED STATES

tadonohoo10@gmail.com

SHIP TO

EAWR Wrestling

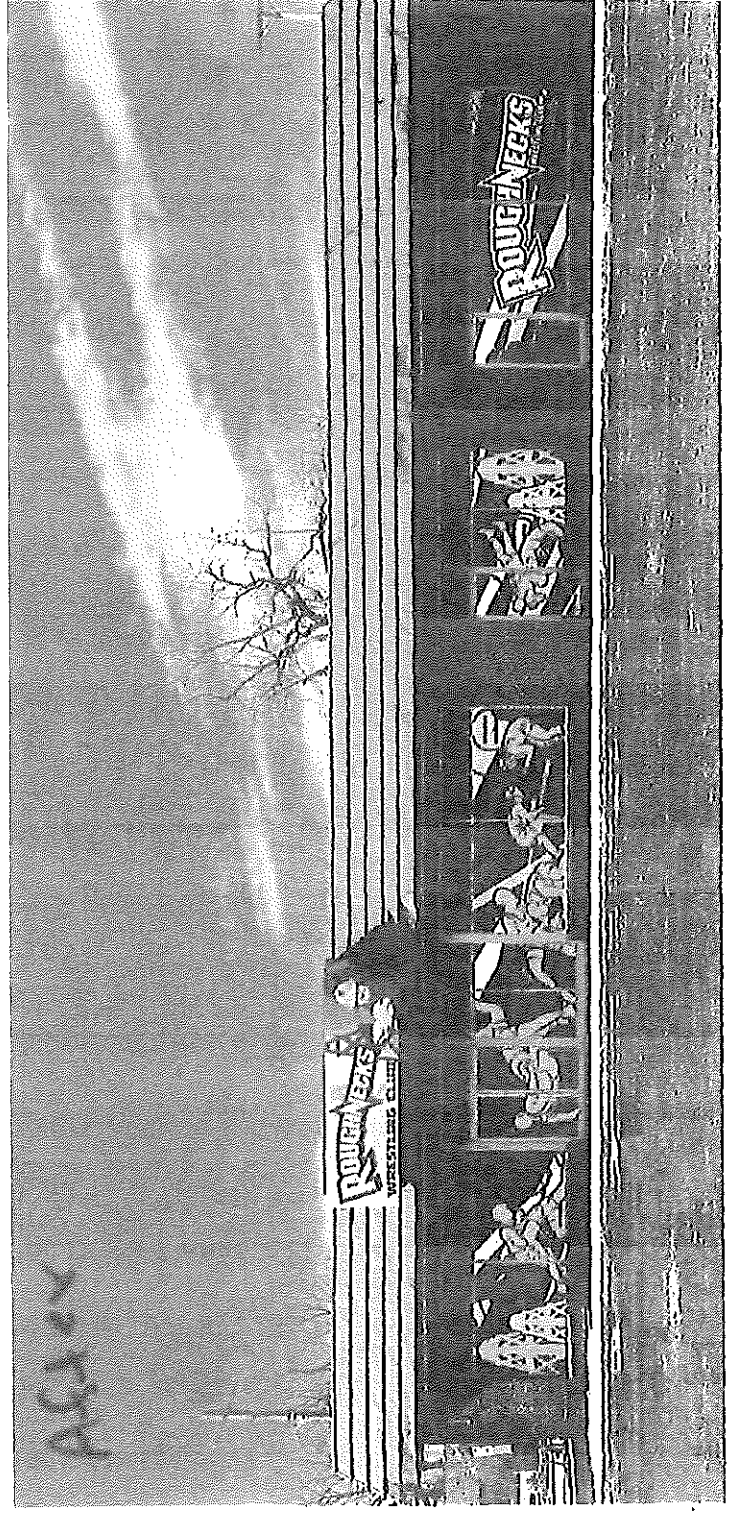
Tim Donohoo

Wood River, IL 62095, UNITED STATES

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Window Perf 1 x \$8,600.00 IL Sales Tax 7.85% (\$675.10) Storefront Window Perf approx 70' x 8' Includes Graphic Design & Installation	1	\$8,600.00	\$8,600.00
			Subtotal	\$8,600.00
			Tax IL Sales Tax (7.85%)	\$675.10
			TOTAL	\$9,275.10 USD

NOTES TO CUSTOMER

Thank you for the opportunity to quote this project.



Brody's SealCoating and Striping

14 Northwood Dr
Bethalto IL 62010
(618)798-1942

Estimate Form

brodys.sealcoating.striping@gmail.com

Date:9/4/2024

Quotation: Roughnecks Wrestling Club

Address: 632 N Wood River Ave, Wood River IL

Quotation Valid until: October 1st 2024

Prepared By:Brody Rust

Description:Clean entire parking lot using high powered air. Clean out any cracks that are 2 inches or larger. Fill in cracks using Sealmaster commercial grade crack filler. Reseal 11,040 Sf using Sealmasters RTU commercial grade sealer

Total Price:\$ 2,000.00

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

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

RESOLUTION NO.

A RESOLUTION DECLARING THE STRUCTURE(S) LOCATED AT PARCEL ID 19-2-08-27-16-402-018, COMMONLY KNOWN AS 545 10TH STREET, WOOD RIVER, IL 62095, UNSAFE AND A PUBLIC NUISANCE AND AUTHORIZING THE PROSECUTING ATTORNEY TO PROCEED WITH LEGAL ACTION.

WHEREAS, the structure(s) commonly known as 545 10th Street have been allowed to deteriorate to an unsafe condition; and

WHEREAS, due to neglect, the structure(s) located at 545 10th Street have been a health hazard and a nuisance to the public; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD RIVER that the structure(s) located at 545 10th Street be declared a public nuisance, unsafe and require the owners to comply with the statutory requirement and remove the same within ten days of the date of official notice being served.

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

PASSED and APPROVED this 7th day of October, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

111 Wood River Avenue
Wood River, IL 62095-1938



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

September 5, 2024

LETTER SENT FIRST CLASS MAIL

NULL, BETH A
7426 BETHALTO RD
BETHALTO, IL, 62010

Re: 545 10th Street,
Wood River, IL 62095

Dear Sirs or Madam,

This letter is to inform you that the City of Wood River is requesting that you contact the Building and Zoning Department concerning your property at 545 10th Street. We will start Condemnation proceedings unless we receive a written response to this letter by September 12th 2024, with your intentions and timeline to repair the structure.

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

Sincerely,



Cody Ellis
Building Inspector



111 Wood River Avenue
Wood River, IL 62095-1938



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

Memorandum

September 24, 2024

Brad Wells
Building and Zoning Administrator

CC: Danielle Sneed, City Clerk

Re: 545 10th Street,
Wood River, IL 62095

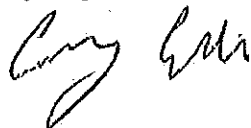
The structure on the property known as 545 10th Street, Wood River, Illinois 62095 is in extremely poor condition. I have attached pictures to show the extent of the damage and conditions I have listed below.

1. There are numerous property maintenance violations at this property.
2. There are numerous health and life safety violations on this property.
3. The buildings structural integrity appears to be compromised.
4. The building could pose a risk of health, safety, and welfare to any first responder called to enter the building.
5. The building is a public nuisance to the neighboring residents.

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

Sincerely,

Cody Ellis-Building Inspector



RESOLUTION NO.

RESOLUTION AUTHORIZING REQUEST TO INTERVENE TO THE BOARD OF REVIEW (DANIEL G KAMIN YORKSHIRE LLC)

WHEREAS, the City of Wood River has been notified that Daniel G. Kamin Yorkshire LLC, has filed an appeal of the assessment with the Madison County Board of Review and,

WHEREAS, it is in the best interest of the City of Wood River that it intervenes in the proceeding.

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

That the Prosecuting Attorney be authorized to file the necessary documents to intervene in the proceeding before the Madison County Board of Review by Daniel G. Kamin Yorkshire LLC, described as Parcel Number 19-1-08-26-02-201-023.001 and located at 1900 E. Edwardsville Road, Wood River, Illinois 62095.

THIS RESOLUTION shall take effect immediately upon its adoption as provided by law.

PASSED and APPROVED by the Wood River City Council this 6th day of October, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

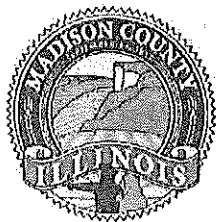
CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Madison County Government
Madison County Board of Review



Madison County Administration Building
157 N. Main Street, Suite 222 • Edwardsville, IL 62025-1964
Phone (618) 692-6210 • Fax (618) 296-3230
www.madisoncountyll.gov

CITY OF WOOD RIVER ATTORNEY
RENE BASSETT
16 W. LORENA AVE.
WOOD RIVER, IL 62095

Date : 09/20/2024

TAXING DISTRICT : CITY OF WOOD RIVER

Pursuant to Chapter 35 ILCS 200 Section 16-55, enclosed is a copy of a Board of Review complaint(s) of property in your jurisdiction in which the taxpayer is requesting a reduction of over \$100,000 in assessed value. If you wish to intervene, PLEASE FORWARD A COPY OF THIS NOTICE ALONG WITH THE COMPLAINT TO YOUR ATTORNEY, ALONG WITH THE REQUEST TO INTERVENE FORM. Revised Board of Review rules require that any evidence you wish to file must be filed with the Board of Review at least 5 days before the hearing. You are responsible for providing a copy of your evidence to the taxpayer and/or their attorney. You will be notified of the day and time of the hearing only if your request to intervene is completed and returned to the BOR. Board of Review Rules and forms are available online at www.co.madison.il.us/departments/board_of_review/board_of_review_rules.php

Upon submission of the Request to Intervene form in duplicate, one copy will be forwarded to the taxpayer by the BOR. Under our new rules, the taxpayer and/or their attorney is responsible for providing you the intervenor with copies of their evidence.

If you wish to change the contact person, contact the Board of Review Chairman at 618-692-6210

Sincerely,

Madison County Board of Review



Madison County Government
Madison County Board of Review

Madison County Administration Building
157 N. Main Street, Suite 222 • Edwardsville, IL 62025-1964
Phone (618) 692-6210 • Fax (618) 296-3230
www.madisoncountyll.gov

TAXING DISTRICT ; CITY OF WOOD RIVER

Parcel Number(s)	Docket	Owner Name(s)
19-1-08-26-02-201-023.001	2024-000317	DANIEL G KAMIN YORKSHIRE LLC

RECEIVED

SEP 12 2024

BOARD OF REVIEW
157 N Main St., Ste 222
Edwardsville, IL 62025
(618) 692-6210

COMMERCIAL APPEAL
to the
Madison County
BOARD OF REVIEW

DATE 09/05/2024 Madison County Board of Review

REAL PROPERTY ASSESSMENT APPEAL FOR THE YEAR 2024

THIS FORM MUST BE COMPLETED AND FILED WITHIN 30 DAYS OF TOWNSHIP PUBLICATION.
NO ADDITIONAL EVIDENCE WILL BE ACCEPTED THEREAFTER.

(PLEASE PRINT OR TYPE INFORMATION)

Schnucks Markets #224
Appellant (Person filing complaint)
11420 Lackland Rd
Street/P.O. Box
St. Louis, MO 63146
City, State, Zip Code
Telephone
KKelly@Schnucks.com
E-mail

Ryan Mason
Attorney for Appellant (If so represented)
13421 Manchester Rd., Suite 105
Street/P.O. Box
St. Louis, MO 63131
City, State, Zip Code
3146864044
Telephone
rmason@masonlawstl.com
E-mail

Parcel I.D. # Multiple parcels (attach addendum) 19-1-08-26-02-201-023.001

Address of Property: 1900 E Edwardsville Rd., Wood River

Mailing Address: Rich Hermes 610 Glenberry Pl., Cottleville, MO 63304

Appeal based on: Contention of Law (attach brief) Overvaluation Unequal treatment in the assessment process
 Recent Sale Appraisal

LINES NO. 1, 2 & 3 below **MUST** be completed. (This information is available at the Chief Co. Assessing Officer's Office)

The assessment placed on the real property for said tax year is as follows: NOTE: The law requires an annual assessment to be 1/3 of Market Value.

1. By Assessor	Land <u>136,510</u>	Impr. <u>830,150</u>	Total <u>966,660</u>
2. By Chief Co. Assessor	Land <u>136,510</u>	Impr. <u>830,150</u>	Total <u>966,660</u>
3. Appellant's Claim	Land <u>136,510</u>	Impr. <u>487,188</u>	Total <u>623,698</u>

Notice to taxing districts is required if appellant is requesting a reduction, in total, of \$100,000 or more. Attach, or list, names of affected districts. (May be obtained from the tax bill)

You must prove that (1) the market value assigned to your property is in error, or (2) that the assessment on your property is higher than the assessment on similar properties. Market Value may be indicated by a recent sale of your property, recent sales of comparable properties or an appraisal. Use space below. Attach a separate sheet of paper if necessary.

Date: 09/04/2024 Appellant or Attorney Ryan J Mason

If appellant is not the owner of record, give name and address of owner.

Owner Daniel G Kamin Yorkshire LLC Address P.O. Box 10234, Pittsburg, PA 15232

FOR BOARD USE ONLY
(DO NOT WRITE BELOW)

Date of Hearing: _____ Docket #: 24-000317

Disposition: Land _____ Improvement _____ Total _____

RESOLUTION NO.

RESOLUTION APPROVING CHANGE ORDER NUMBER ONE TO INCREASE THE SCOPE OF THE CONTRACT WITH KAMADULSKI EXCAVATING & GRADING CO. INC. FOR CONCRETE SIDEWALKS AT VARIOUS LOCATIONS THROUGHOUT THE CITY.

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

WHEREAS, City previously contracted with Kamadulski Excavating & Grading Co. Inc. for concrete sidewalks at various locations throughout the City; and

WHEREAS, City has determined a change order should be accepted and approved for concrete sidewalks at various locations throughout the City ("Project") based on the following:

1. the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed;
2. the change is germane to the original contract as signed;
3. the change is in the best interest of the City and authorized by law.

and

WHEREAS, the Director of Public Works has informed the City Council that Change Order Number One is necessary because it has been determined that additional concrete sidewalks are needed throughout the City; and

WHEREAS, City has determined that Change Order Number One has increased the scope of the existing contract to include additional concrete sidewalks for an amount not to exceed \$81,657.45. (*See Exhibit A*); and

WHEREAS, the Director of Public Works has informed City Council that funds are available for Change Order Number One; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Change Order Number One as stated herein (*See Exhibit A*); and

WHEREAS, City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents required to approve Change Order Number One.

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. Change Order Number One (*See Exhibit A*) is approved.

Section 3. City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents necessary to give effect to this Resolution and approve Change Order Number One (*See Exhibit A*).

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

PASSED and APPROVED this 7th day of October, 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:

Kamadulski
Excavating & Grading Co., Inc.
(618) 931-3760

This authorization for Construction Services shall be considered Change Order to the original Contract and Agreement between City of Wood River and Kamadulski Excavating and Grading.

Client: City of Wood River
111 North Wood River Avenue
Wood River, IL 62095
Attn: Mr. Michael Velloff, P.E.
Director of Public Works

Contractor Kamadulski Excavating and Grading
4336 HWY 162
Granite City, IL 62040

Project Name Wood River Sidewalk Improvements
Change Order Number 1

Date: 03 October 2024

Description of Basic Services Required:

1. Remove and Replace Additional Sidewalk as required to meet ADA requirements, as Directed by the Director of Public Services.
2. Remove and Replace Additional Concrete Curb, as directed by the Director of Public Services.
3. Remove and Replace Additional locations marked in field, but not noted on the Bid Documents, as directed by Director of Public Services.

Compensation of Service shall be billed as follows: \$81,657.45

The General Condition terms from the original contract also apply to Change Order 1. If this Agreement is acceptable to you, please sign below and return a copy to our office.

Kamadulski Excavating and Grading

Accepted By:



Cody Trosley
Project Manager

Signature

Title

Date

RESOLUTION NO.

RESOLUTION AMENDING RESOLUTION NO. 2054 AND OTHER RELATED MATTERS CONCERNING THE TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE BETWEEN CITY OF WOOD RIVER AND RENT FUN

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

WHEREAS, on May 6, 2024, the City Council adopted Resolution No. 2054 authorizing a Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space (“Lease Agreement”) between the City and Rent.Fun; and

WHEREAS, on October 2, 2024, the City identified, pursuant to the Lease Agreement, that the Kayak Rental Station shall be at the following location:

Belk Park
Parcel ID: 19-1-08-24-00-000-011
 (“Kayak Kiosk”) ; and

WHEREAS, City desires to amend Resolution No. 2054 and the Lease Agreement to include the location of the Kayak Kiosk.

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. Resolution No. 2054. is hereby amended and restated to include the location of the Kayak Kiosk.

Section 3. That this Resolution shall be known as Resolution No: _____ and shall be effective upon adoption with implementation date of October 7, 2024.

PASSED and APPROVED this 7th day of October, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

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

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

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

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

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

A. EQUIPMENT & INITIAL LAUNCH: Rent Fun will make available for rent Kayak Rental Stations, as collectively defined below in this subsection. The Kayak Rental Stations shall be at the following location:

Belk Park
Parcel ID: 19-1-08-24-00-000-011

Each Kayak Rental Station shall include:

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

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

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

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

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

and

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

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

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

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

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

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

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

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

WHEREAS, Rent Fun agrees in no event will CITY be liable for any special, direct, indirect, consequential, or incidental damages, or any damages whatsoever, whether in an action of contract, negligence, intentional tort, other tort, or any cause of action of any kind, in law or equity, arising out of or in connection with Rent Fun's use of space at the CITY, or any activity of Rent Fun, its agents, employees, or customers, or any agent of Rent Fun, of any kind, and

Rent Fun will indemnify and hold CITY harmless, and pay all legal fees, court costs, and judgments associated in any way with this Agreement or Rent Fun's activities at CITY; and

WHEREAS, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this Agreement, shall be brought in the Circuit Court in Madison County, Illinois; and

WHEREAS, the parties agree to the following:

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

agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.

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

days prior written notice, as this sub-part merely provides for a means to resolve the legality of the contract in question.

- k. Indemnity, Hold Harmless, and Tender of Defense. Rent Fun shall indemnify and hold harmless the CITY, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorney's fees) which may arise directly or indirectly from Rent Fun's affiliation with the CITY. Rent Fun understands and agrees that in no way does this Agreement create any liability of any kind for CITY regarding Rent Fun's affiliation with CITY. Rent Fun shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith with Rent Fun's affiliation with CITY. If any judgment shall be rendered against CITY, its agents, officers, officials or employees in any such action, Rent Fun shall, at its expense, satisfy and discharge the same.
- l. Termination of Agreement. City shall have the absolute and immediate right to terminate this Agreement with thirty (30) days' notice to Rent Fun. Rent Fun agrees it has no property rights pursuant to this Agreement and no cause of action or remedy for termination of this Agreement.
- m. Acceptance of Contract. Rent Fun and City intend to execute this Agreement prior to City obtaining the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Resolution and the affirmative vote of the majority of the corporate authorities then holding office. Neither Rent Fun nor City shall have any obligation under this Agreement until City has obtained all necessary approvals to this Agreement having full force and effect.
- n. Insurance. Rent Fun agrees it will maintain insurance in such types, coverages and coverage amounts necessary to cover its performance under the terms of this Agreement. Rent Fun shall secure and maintain the following liability insurance policies insuring Rent Fun as named insured and naming CITY, and its elected and appointed officers, officials, agents, lawyers, and employees as additional insureds on the policies listed in paragraphs 1 and 2 below:

- 1) Commercial general liability insurance:

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

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

RENT.FUN, LLC

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

By: _____

Date: _____

CITY OF WOOD RIVER, ILLINOIS:

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

Steve Palen
 City Manager
 City of Wood River, Illinois

By: _____

Date: _____